

Resolution Number 16

of the Signing Committee of the Board of Governors of The University of British Columbia

**STUDENT HOUSING AND HOSPITALITY SERVICES
("SHHS")**

RESOLVED THAT:

1. Agreements to:

- a. purchase goods for resale by SHHS;
- b. provide accommodation, conference or other housing services to students or others approved to use University facilities by SHHS; and
- c. purchase, in exigent situations, materials, equipment, and/or services in respect of buildings and equipment operated and administered by SHHS

(collectively, "**Goods / Services Agreements**"),

where the liability or obligation of the University does not exceed \$500,000 are duly authorized and executed by the University when executed by **any two** of the following persons:

- Managing Director, Student Housing and Hospitality Services;
- Chief Financial Officer, Student Housing and Hospitality Services;
- Director, Student Housing and Hospitality Services;
- General Manager, Conferences and Accommodations; and
- Purchasing Manager, Student Housing and Hospitality Services.

2. Goods / Services Agreements where the liability or obligation of the University does not exceed \$50,000 are duly authorized and executed by the University when executed by the Purchasing Manager, Student Housing and Hospitality Services but only where he or she has received a correctly completed requisition, in a form approved by the Managing Director, Student Housing and Hospitality Services, from another person who has spending authority over the account from which the purchase is to be paid for.

3. The authorizations set out in paragraphs 1 and 2 are subject to all of the following requirements having been met:

- a. the authorized signatory has reviewed the purchase and the documentation against the criteria established by the Managing Director, Student Housing and Hospitality Services and the Director, Supply Management, and has determined that the purchase and the documentation satisfies all applicable requirements; and
- b. if the Managing Director, Student Housing and Hospitality Services has approved a certain form of agreement to be utilized, the agreement is substantially in that form.

4. Where a Goods / Services Agreement has been signed in exigent circumstances, as contemplated in paragraph 1(iii) above, the signatories must ensure that SHHS notifies the Director, Supply Management, or his/her delegate, as soon as is reasonably possible thereafter, providing reasonable particulars about the exigency and the Goods / Services Agreement.
5. Pre-Qualified Vendor Agreements (as defined below) are duly authorized and executed by the University when executed by **any two** of the persons named in paragraph 1 above.
6. In this signing resolution, a **“Pre-Qualified Vendor Agreement”** means an agreement that establishes a relationship between the University, acting through SHHS, and a vendor, whereby the vendor agrees to provide the University with preferred pricing, streamlined procurement processing, delivery options, and/or other advantages with respect to the purchase of goods for resale by SHHS, but which does not:
 - a. obligate the University to purchase any particular volume of goods;
 - b. obligate the University to spend any particular amount;
 - c. restrict the University from acquiring such goods from another vendor; or
 - d. trigger anything other than nominal liability if the University terminates the agreement.

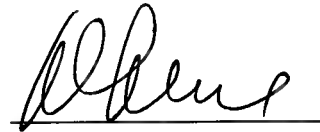
The actual commitment to purchase goods or services described in a Pre-Qualified Vendor Agreement is made by way of a supplementary agreement, such as a purchase order, as described in the Pre-Qualified Vendor Agreement and, while the Pre-Qualified Vendor Agreement itself will carry no obligation or liability, the supplementary agreements will normally create an obligation to pay for specific goods or services and must therefore be executed in accordance with paragraphs 1 or 2 above.

7. Notwithstanding the foregoing, the authorizations set out in paragraphs 1 through 5 above will not extend to:
 - a. any commitment or agreement wherein the liability of the University is uncertain or is, in aggregate, in excess of CDN \$500,000;
 - b. a commitment or agreement that is precedent-setting or involved sensitive issues; and
 - c. any commitment or agreement that a member of the Board of Governors request be brought before the Board of Governors for approval.
8. For greater certainty, a person who is holding one of the above-noted positions on an acting or pro tem basis has the full signing authority granted to such position, unless otherwise indicated in writing.
9. Notwithstanding the foregoing, if any agreement described in this resolution contains an indemnity given by the university in favour of another party(ies), each University signatory to that agreement must ensure that the indemnity has been approved in accordance with the University's current

indemnity approval process prior to signing the agreement. For information about the indemnity approval process, contact the Office of the University Counsel.

10. Notwithstanding the foregoing, if any agreement described in this resolution requires the prior consent of one or more government ministers under the *University Act*, each University signatory to that agreement must ensure that such approval has been obtained prior to signing the agreement. The signatories, or the signatories' designate, shall report the ministerial approval and the execution of the agreement to the UBC Board of Governors at their next regularly scheduled board meeting.
11. A copy of all agreements executed under this resolution shall be maintained by the office of the Managing Director, Student Housing and Hospitality Services or their delegate.

Signed at Vancouver this 19th day of February, 2012.


Chair of the Board


President