

Contract Procedures

Section 1 - Purpose and Scope

(1) Southern Cross University (the University) may enter into contracts where they are consistent with, and further the University's strategic objectives and functions.

(2) These Procedures support the [Delegations Rule](#). They define the process which applies before a delegate may sign a legal document on behalf of the University, and the document management requirements following signature.

Scope

(3) These Procedures apply to all employees of the University and to all contracts entered into by the University, whether drafted by the University or by another party, including memoranda of understanding (MOUs), contract negotiations, and non-binding instruments such as heads of agreements, term sheets, and statements of work.

(4) These Procedures also apply to pre-contractual negotiations and/or negotiations for contract renewal and will apply to an agreement until its obligations have concluded.

(5) These Procedures do not apply to employment contracts or admission offers and enrolment agreements.

Section 2 - Procedures

Pre-contractual matters

(6) Discussions before or without a formal written contract, may create binding legal obligations for the University. Except in exceptional circumstances, University staff must avoid making any commitments, or commencing any work, with a third party if there is no written and signed contract.

(7) Contractual and pre-contractual negotiations must comply with all laws and the University's statutes, regulations, policies and processes (for example, competition and consumer laws governing misleading and deceptive conduct and anti-competitive conduct, and laws relating to foreign influence or sanctions).

(8) University staff who are involved in negotiating or approving contracts must:

- a. ensure that any probity risks are managed in accordance with relevant University policies; and
- b. disclose and manage any actual, potential or perceived conflicts of interest in accordance with the Code of Conduct.

Review and exemption from review

(9) Subject to the exemptions provided in clause (13), the Legal Office must review the terms of a contract prior to its execution.

(10) Procedures for contract review and signing fall into two overarching categories:

- a. Standard Agreements; and
- b. Non-Standard Agreements.

(11) University staff seeking a legal agreement are responsible for coordinating and obtaining necessary policy approvals in parallel to the agreement development process. Policies including (but not limited to) the [Commercial Activities Policy](#), [Outside Work Policy](#), [Procurement Policy](#), [Procurement Procedures](#) must also be applied where relevant.

Standard Agreements

(12) Standard Agreement means a contract made using a template which has been prepared or authorised by the Legal Office.

(13) Standard Agreements:

- a. are available to approved University staff via SharePoint; and
- b. do not require further legal review prior to signing by a delegate if the terms and conditions are not modified (subject to clause (15)).

(14) For the avoidance of doubt, within the scope of the pre-approved Standard Agreements template, fields such as pricing and delivery dates may be amended from time to time without further Legal Office review prior to signing. However, free text fields should not be used to amend or exclude the standard clauses.

(15) The University staff completing a contract using Standard Agreements must:

- a. negotiate and draft the contract with the knowledge and authorisation of the relevant organisational unit and not in their individual capacity;
- b. ensure all information required in the Standard Agreement template is accurate, such as a legal description of the parties, including the parties' ABN or ACN as relevant;
- c. ensure that no activities are undertaken before the contract is signed ; and
- d. ensure that contracts are signed in accordance with Signing procedures set out in clauses (31)-(34).

Non Standard Agreements

(16) Non-Standard Agreements are agreements provided by a third party, or a University agreement which is not available to University staff via SharePoint.

(17) The management of Non-Standard Agreements depends on whether the activity is Not-research or Research related.

Part A - Not-Standard (Non-Research) Agreements

Enquiry and Agreement Development

(18) Staff members wishing to enter into a Non-Standard Agreement (non-research) must submit a [Legal Assistance Form](#) to the Legal Office using the approved electronic form. Relevant documents or background information should be attached to the [Legal Assistance Form](#).

(19) It is important for staff to seek assistance at an early stage in the negotiations so that expert advice is provided on issues such as intellectual property, confidentiality, indemnity, insurance, accounting and reporting requirements.

(20) Staff must obtain their Head of Work Unit's approval before submitting a Legal Assistance Form.

(21) The Legal Office will advise the staff member seeking assistance of likely timeframes for advice, and will liaise with the staff member to develop a tailored Non-Standard Agreement for the activity.

(22) Any necessary Policy approvals (refer clause (11)) will be coordinated and obtained by the staff member who is seeking the legal agreement under development.

(23) Following any negotiations, the Legal Office will draft or review the Non-Standard Agreement, make or recommend amendments as negotiated, and where satisfied that legal due diligence has been discharged, will return the agreement with accompanying Legal Compliance Statement to the staff member who submitted the Legal Assistance Form, to arrange signing in accordance with Signing procedures in clauses set out in (31) – (34).

Part B - Not-Standard Research Agreements

Enquiry and Agreement Development

(24) All contracts and agreements involving research are to be processed through the Office of Research.

(25) It is important to seek assistance at an early stage in the negotiations so that expert advice is provided on issues such as publication and intellectual property, confidentiality, indemnity, insurance, accounting and reporting requirements.

(26) Staff must obtain their Head of Work Unit's approval before requesting assistance from the Office of Research.

(27) The Office of Research will navigate researchers through the process from project approval to fully signed agreement and establishment of project codes.

(28) Any necessary Policy approvals (refer clause (11)) will be coordinated and obtained by the staff member who is seeking the legal agreement under development.

(29) Prior to forwarding for signing the Office of Research may request the Legal Office review the draft agreement. The Office of Research will ensure the information provided via the draft agreement is accurate (names, ABN etc) and complete.

(30) The Legal Office will review the Non-Standard Agreement (research) and provide advice or make amendments as negotiated (via the Office of Research). Where the Legal Office is satisfied that legal due diligence has been discharged, it will return the agreement with accompanying Legal Contract Compliance Statement to the Office of Research to arrange for signing in accordance with Signing procedures in clauses set out in (31) – (34).

Signing (Execution)

(31) Standard Agreements and Non-Standard Agreements may be signed by the third party or the University delegate in whichever order the parties find most suitable.

(32) The [Delegations Rule](#) provides further signing principles which delegates must adhere to. In the event of any conflict between these Procedures and the [Delegations Rule](#), the provisions of the [Delegations Rule](#) prevail.

(33) Documents may be signed by digital or electronic signature where both parties agree. However, in some instances physical signatures may be required (eg contracts for sale of land, certain deeds).

Signing under Seal

(34) Certain documents must be signed under seal of the University, or a third party may request that a document is executed this way. In such a case the "Sign Under Seal" delegations will be used. This does not affect the agreement development process and normal financial limits for delegates apply.

Record Keeping

(35) When both the University delegate and third party have signed an agreement (including amending an existing agreement), the University delegate must:

- a. ensure the Legal Office is provided with:
 - i. a fully signed copy of the agreement including the commencement date of the agreement within 5 working days;
 - ii. if the agreement is valued at more than \$150,000 and one or more parties to the agreement is a private sector entity, a copy of the GIPA Act Contract Form within 15 working days of execution of the agreement; and
- b. ensure the Corporate Records Unit is provided with a fully signed copy of the signed agreement, including the commencement date of the agreement.

(36) Upon receipt of a fully signed copy of the agreement, the Legal Office will create a record for the agreement from available details such as commencement date, end date, value and milestone reminders.

(37) Unless the Legal Office receives advice from the nominated contact or work unit to the contrary, upon agreement expiration legal officers will:

- a. change the status of the contract to "closed" in the Legal Database;
- b. if applicable, remove the contract from the GIPA Act Contract Register.

(38) Where a contract is received in accordance with clause (35), the Legal Office will email nominated contacts in the Work Unit details of agreements due to expire or due for review.

Amending Existing Agreements

(39) Where the parties wish to amend an existing agreement the same legal review and record management process applies as for new agreements.

(40) Variations to existing agreements must be made in writing and agreed by both parties.

(41) Minor or operational variations such as updates to contact details, program names, reporting processes, or scheduling logistics, may be documented by email or short letter exchange, and do not require legal review, provided they do not affect the parties' legal, financial, or risk-bearing obligations. These exchanges must clearly confirm mutual agreement and be retained in the University's contract records.

(42) All other variations including any change to liability, indemnity, insurance, term, payments, intellectual property, or termination rights, must be made by formal contract variation and reviewed by the Legal Office before signing.

(43) Where there is uncertainty about the nature or effect of a proposed change, University staff must seek advice from the Legal Office.

(44) In all cases, University staff must ensure variations are properly approved in accordance with the University's Delegations Rule, and the amended agreement is appropriately recorded in the contract register.

Reporting foreign arrangements contracts

(45) Contracts with a foreign government or with a foreign entity or university with no institutional autonomy must be reported to the Australian Government under the [Australia's Foreign Relations \(Stand and Territory Arrangements\) Act 2020\(Cth\)](#). Further information is located at [Foreign Arrangement Scheme](#).

Special Arrangements

(46) In some instances, a Work Unit and the Legal Office may develop specific contract processes for an agreed type or set of agreements. For example, where a work unit regularly deals with a similar agreement which is considered low risk or low value.

(47) In the event a special arrangement is agreed under clause (46), the Legal Office and the relevant Work Unit will document that process and seek Head of Work Unit approval.

Section 3 - Non-Compliance

(48) Failure to comply with University policies, procedures, rules or regulations may constitute a breach of the University's [Code of Conduct](#). Such conduct is taken seriously by the University and may lead to disciplinary action in accordance with the applicable staff misconduct procedures.

(49) All University staff have an individual responsibility to raise any suspicion, allegation or report of fraud, corrupt conduct or related wrongdoing as soon as they become aware of it. Reports must be made in accordance with the University's [Fraud and Corruption Prevention Policy](#) and the [Whistleblowing \(Public Interest Disclosures\) Policy](#).

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Responsible Executive	Tyrone Carlin Vice-Chancellor +61 2 66269189
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