Contracts Management Policy

Section 1 - Purpose

(1) The aim of this policy is to:

a. reduce the University of Newcastle's (University) exposure to legal, financial, and reputational risks while ensuring efficient contract management and business operations; and
b. establish the principles for managing contracts at the University and clarify roles, responsibilities, and accountabilities for contract management.

(2) This policy must be read in conjunction with the University's:

a. Delegation of Authority Framework;
b. Disclosure of Interest Policy;
c. Procurement Policy;
d. Agency Information Guide; and
e. Risk Management Policy.

Section 2 - Scope

(3) This policy applies to all contracts entered into (or proposed to be entered into) by the University except for employment contracts, which are governed by the applicable University Enterprise Agreement or senior staff contracts.

Section 3 - Audience

(4) All University staff, including honorary appointees, who are contract owners.

(5) Staff of controlled entities who are contract owners on behalf of the University.

Section 4 - Definitions

(6) In the context of this document the following definitions apply:

Defined Term	Meaning
Contract	A legal binding contract, deed, agreement, Memorandum of Understanding (MOU), or other instrument between the University and another party or parties that creates obligations for compliance or performance by the University and/or which confers rights or benefits upon the University.

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Defined Term	Meaning
Contract Owner	The representative(s) from within the business unit who is responsible for overseeing the entire contract lifecycle, from approval to execution, management and termination or expiry. The contract owner has overall responsibility for managing supplier performance and implementation of the contracted goods and/or services. Termination of any contract must occur in-line with delegated authority.
Financial damage	Significant monetary losses or costs incurred by the University as a result of a breach or failure to fulfill the terms of a contract.
Legal liability	Includes, but is not limited to: threats of litigation, alleged breach of contract, a major dispute, failure to comply with a law or regulatory requirement including work health and safety concerns.
Reputational damage	Damage to brand integrity, public trust and loyalty.
Standard template	A contract template which has been prepared, or advised on, by Legal and Governance Services, including fast track agreements and industry standard agreements, and includes contracts which following standing guidance provided by Legal and Governance Services.

Section 5 - Principles

(7) Contracts entered into by the University must:

a. be in the University's best interest;
b. be in accordance with the University's risk appetite, as per the Risk Management Framework;
c. be consistent with the University's strategic objectives and functions; and
d. comply with all laws, University statutes, regulations, policies and processes.

(8) All contracts must be reviewed and approved in accordance with the Delegation of Authority Framework, and where applicable, the Procurement Policy.

(9) The University may accept electronic copies of executed contracts and electronic signatures in accordance with relevant State, Territory and Commonwealth legislation. Guidance on these requirements can be provided by Legal and Governance Services.

(10) The authorised delegate is responsible for arranging for the execution of contracts and other legal documents in accordance with the Delegation of Authority Framework.

(11) The delegate is responsible for ensuring that contracts are executed correctly and retaining copies of executed contracts in accordance with the University's Records Governance Policy.

(12) Contracts must be managed efficiency by the contract owner to ensure compliance with:

a. legal and regulatory requirements;
b. applicable University policies;
c. any conditions accepted within the contract; and
d. any conditions of approval imposed by University delegate.

(13) Discussions between the University and other parties before or without entering into a formal written contract, may create binding legal obligations for the University. University staff must avoid making any commitments to a third party if there is no written contract, or commencing any work before a contract is approved and executed by all parties.

(14) 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).

(15) University staff who are involved in negotiating or approving Contracts must disclose and manage any actual, potential or perceived conflicts of interest in accordance with the Disclosure of Interest Policy.

(16) The Contract Owner is responsible for recording all contracts within the scope of this policy in the University's approved contract management system.

(17) The Contract Owner is responsible for ensuring key information from the contract is recorded in the contract management system, including but not limited to milestone dates, name and contract details of the contracting party, the University's key personnel and any related contracts.

Section 6 - Details

(18) All contracts must be drafted using the University's approved standard templates unless clause 19 applies. These templates have been designed to:

a. establish a set of minimum standards upon which the University is prepared to enter into agreements with third parties (particularly in relation to indemnities and insurance);
b. promote the University's brand through the use of standardised and professional legal documentation;
c. provide staff with access to commercially appropriate contractual documentation; and
d. ensure compliance with the University's regulatory and compliance obligations.

(19) Any deviations from a standard template as part of a contract negotiation with a third party is subject to consultation with the authorised delegate who may elect to seek advice from Legal and Governance Services in undertaking their obligations of due diligence in accordance with the Delegation of Authority Framework.

(20) Legal advice should be sought for any proposed contractual activity that involves a substantial risk of legal liability, reputational damage or financial damage to the University.

Status and Details

Status	Current
Effective Date	27th November 2025
Review Date	27th November 2028
Approval Authority	Chief Financial Officer
Approval Date	24th November 2025
Expiry Date	Not Applicable
Responsible Executive	Morven Cameron Chief Operating Officer
Enquiries Contact	Michael Di Rienzo Chief Financial Officer

Glossary Terms and Definitions

"University" - The University of Newcastle, a body corporate established under sections 4 and 5 of the University of Newcastle Act 1989.

"Risk" - Effect of uncertainty on objectives. Note: An effect is a deviation from the expected, whether it is positive and/or negative.

"Risk appetite" - Risk appetite is the amount and type of risk that an organisation (or individual) is willing to accept or pursue in order to achieve its objectives.

"Controlled entity" - Has the same meaning as in section 16A of the University of Newcastle Act 1989.

"Senior staff" - Deputy Vice-Chancellor, Pro Vice-Chancellor, Global Innovation Chair, Global Innovation Professorial Fellow, Head of School, Director or equivalent.

"Staff" - Means a person who was at the relevant time employed by the University and includes professional and academic staff of the University, by contract or ongoing, as well as conjoint staff but does not include visitors to the University.

"Foreign influence" - All governments, including Australia's, try to influence deliberations on issues of importance to them. These activities, when conducted in an open and transparent manner, are a normal aspect of international relations and diplomacy and can contribute positively to public debate.

"Delegate" - (noun) refers to a person occupying a position that has been granted or sub-delegated a delegation of authority, or a committee or body that has been granted or sub-delegated a delegation of authority.

"Delegated authority" - refers to the specific description of the authority that is delegated or sub-delegated to a holder.

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