

Use of Electronic Signatures

<p>Classification Governance</p>	<p>Table of Contents</p> <p>1 Purpose 1</p> <p>2 Scope 1</p> <p>3 Definitions 1</p> <p>4 General Statement 2</p> <p>5 Special Circumstances 4</p> <p>6 Appendices 5</p> <p>7 Related Policies 5</p> <p>8 Related Procedures 5</p> <p>9 Related Operating Standards 5</p> <p>10 Related Guidelines/Forms 5</p> <p>11 Related Information 5</p> <p>12 References 5</p> <p>13 History 5</p>
<p>Approval Authority Vice-President (Finance) and Chief Financial Officer</p>	
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1 Purpose

The purpose of this operating standard is to:

- a) Establish guidelines for the appropriate use of the University’s Enterprise Electronic Signature Tool; and
- b) To establish roles and responsibilities concerning Electronic Signatures.

2 Scope

This operating standard applies to:

- a) Licensed Users who need to obtain an Electronic Signature on internal or external records; and
- b) Signatories who electronically sign internal or external records.

3 Definitions

In this operating standard:

- a) “Academic Staff Member” means an individual who is engaged to work for the University and is identified as an academic staff member under Article 1 of the applicable Collective Agreement.
- b) “Appointee” means an individual who is engaged to work for the University, or whose work is affiliated with the University, through a letter of appointment, including adjunct faculty, clinical appointments, and visiting researchers and scholars.

- c) “Approved Contractor” means an individual who is not an Academic Staff Member, Appointee, or Employee but has been delegated authority to sign and/or approve records in PeopleSoft.
- d) “Electronic Signature” means electronic information that an individual creates or adopts in order to sign a record and that is in, attached to, or associated with the record.
- e) “Electronic Signature Tool” means any system used to collect and verify Electronic Signatures and includes the Enterprise Electronic Signature Tool.
- f) “Employee” means an individual, other than an Academic Staff Member or Appointee, who is engaged to work for the University under an employment contract.
- g) “Enterprise Electronic Signature Tool” means the Electronic Signature Tool acquired by the University for enterprise-wide use.
- h) “Final Audit Form” means the certificate of completion that is generated by an Electronic Signature Tool after the record is fully signed and includes the IP address of the computer and the login credentials of the Signatory. It must be retained along with the fully signed record for verification purposes.
- i) “Internal Reviewer” means a person whose review and/or approval is required before a Signatory signs a record.
- j) “Licensed User” means an Academic Staff Member, Appointee, Approved Contractor, Employee or Post-Doctoral Scholar who has been authorized by the University to use the Enterprise Electronic Signature Tool and is routing records for Electronic Signature.
- k) “Postdoctoral Scholar” means an individual who has completed a doctoral degree and is carrying out research at the University under the direction or mentorship of a supervising Academic Staff Member.
- j) “Signatory” means an Academic Staff Member, Appointee, Approved Contractor, Employee or Post Doctoral Scholar who is applying their Electronic Signature to a record.

4 General Statement

Electronic Signatures can achieve significant operational efficiencies and improve the University's compliance with legislative and legal requirements. To this end, the University has obtained an enterprise license for the use of an Enterprise Electronic Signature Tool.

- 4.1** The University's approved Enterprise Electronic Signature Tool is Adobe Sign Enterprise. It should not be confused with Adobe Acrobat “Fill & Sign” that is built

into the Adobe software but does not provide a Final Audit Form for audit verification. Adobe Sign Enterprise cannot be used for the transmission of health information without further consultation with University IT and legal.

- 4.2** All faculties and business units may use the Enterprise Electronic Signature Tool; however, it is only to be used in accordance with this operating standard.
- 4.3** The use of Electronic Signatures is optional and may be used in certain circumstances as a substitute for “pen and ink” signatures. The method of signature does not change the applicability of the University’s Delegation of Authority Policy or the Authority Matrix.
- 4.4** It is the responsibility of the Licensed User to determine if a record requires a signature before the envelope in the Enterprise Electronic Signature Tool is initiated. A signature is required when the record must have evidence of approval sufficient to meet any applicable legal, policy, financial, or legislative requirements. The determination of whether or not a signature is required should be made in consultation with the Signatory. If the record does not require a signature, alternative means of obtaining approval are appropriate.
- 4.5** Certain types of records cannot be signed electronically, and the Signatory must use “pen and ink”. Examples include: countries that do not accept Electronic Signatures; records that require a witness; and the exceptions in section 7 of the *Electronic Transactions Act* (Alberta) such as wills and other testamentary records, guarantees, and negotiable instruments.
- 4.6** If all parties signing a record do not wish to use Electronic Signatures, for example one party wants to use “pen and ink” and the other party wants to use Electronic Signature, the counterparts procedures set out in Section 5.2 below should be followed.
- 4.7** The University pays for the Enterprise Electronic Signature Tool on a per “envelope” basis. Licensed Users should avoid unnecessary charges when using the Enterprise Electronic Signature Tool.

Use of the Electronic Signature Tool

- 4.8** Licensed Users will receive self-directed training materials and important updates on use of Electronic Signatures and the Enterprise Electronic Signature Tool.
- 4.9** If an internal approval form/memo is used to obtain an Electronic Signature from an Internal Reviewer before final signature on a record by a Signatory, the “envelope” in the Enterprise Electronic Signature Tool must be set up so that the internal approval form/memo cannot be viewed by an external party electronically signing the same record. Such internal approval forms/memos may include legal, financial, or other advice to officials that is privileged and/or confidential.
- 4.10** A Signatory should adhere to the following procedures when using their Electronic Signature:
 - a) A Signatory may sign by Electronic Signature using any Electronic Signature Tool.

- b) Before signing a record, a Signatory must verify that they have the required authority to do so under the Delegation of Authority policy and the Authority Matrix.
- c) The Signatory must only use their @ucalgary.ca email address when receiving and returning records for Electronic Signature.
- d) Consent to use Electronic Signatures must be provided by all parties signing the record. This is done through the consent option in the Electronic Signature Tool.
- e) A Signatory may use an auto-generated signature or a “jpeg” or other facsimile of their “pen and ink” signature when using the Electronic Signature Tool.
- f) If a Signatory receives the record for Electronic Signature from an external party (i.e., not from a Licensed User using the Enterprise Electronic Signature Tool), the Signatory must ensure that a copy of the final signed record and the accompanying Final Audit Form is obtained and saved according to the University’s retention rules.

4.11 The Licensed User will ensure that records signed using the Enterprise Electronic Signature Tool are:

- a) Retained in accordance with the retention periods outlined in the Master Archival Records Retention Schedule.
- b) Both the record and the Final Audit Form must be retained. The Final Audit Form is necessary to ensure the audit trail can confirm the validity of the Electronic Signature.
- c) Records and Final Audit Forms must be copied from the Enterprise Electronic Signature Tool and stored in an appropriate University system (e.g., SharePoint, network drive). The Enterprise Electronic Signature Tool must not be used as a long-term storage site as the records will be periodically deleted.

A sample Final Audit Form is shown in Appendix 1.

5 Special Circumstances

5.1 In special circumstances, a Signatory may give authority to an Employee to affix the Signatory’s Electronic Signature on records. The following procedure is to be followed:

- a) the Signatory must provide their delegation in writing. A sample delegation of Electronic Signature form is shown in Appendix 2.
- b) A copy of the fully signed delegation of Electronic Signature form must be retained by the Signatory to confirm compliance.
- c) The Employee affixing the Signatory’s Electronic Signature must retain the following documents in accordance with the University’s retention rules:
 - i) Delegation of Electronic Signature form permitting the Employee to affix the Signatory’s Electronic Signature;
 - ii) Evidence of the direction from the Signatory (such as an email) requesting the Employee to affix the Signatory’s Electronic Signature to a particular record;
 - iii) The fully signed record; and
 - iv) The Final Audit Form.

5.2 When signing a record in counterparts, each party signing the record is given a separate but identical copy of the record to sign. Each signed copy is deemed an original and all copies together constitute one and the same record binding on all of

the parties. The following procedure applies to the use of counterparts under this operating standard:

- a) If any of the parties signing the record does not wish to use an Electronic Signature Tool to sign the record, counterparts may be used;
- b) The record will include a clause stating that the record may be signed in counterparts;
- c) Each party will be given a separate but identical copy of the record to sign;
- d) Depending on the wording of the clause related to counterparts in the record, counterparts may be signed with “pen and ink” and physically delivered, or signed and returned by fax, email, or any other functionally equivalent electronic means of transmission; and
- e) If a party chooses to sign their copy of the record by an Electronic Signature Tool, the Final Audit Form must be obtained from that party and retained in accordance with the University’s retention rules.

6	Appendices	Appendix 1: Sample Final Audit Form Appendix 2: Sample Delegation of Electronic Signature Form
7	Related Policies	Delegation of Authority Policy Authority Matrix Master Archival Records Retention Schedule
8	Related Procedures	N/A
9	Related Operating Standards	N/A
10	Related Guidelines/Forms	N/A
11	Related Information	<i>Electronic Transactions Act (Alberta)</i>
12	References	N/A
13	History	September 21, 2022 Approved and Effective.

Appendix 1

Sample Final Audit Form







GlobalCorp Client Services Agreement

Final Audit Report

2022-03-15

Created:	2022-03-15
By:	Casey Jones ([redacted])
Status:	Signed
Transaction ID:	CBJCHBCAABAAbhqTz5Dql9dZ-h66xP1CXYxU1QLLVyoI

"GlobalCorp Client Services Agreement" History

-  Document created by Casey Jones ([redacted])
2022-03-15 - 11:06:44 AM GMT
-  Document emailed to Calliope Jones ([redacted]) for signature
2022-03-15 - 11:06:47 AM GMT
-  Email viewed by Calliope Jones ([redacted])
2022-03-15 - 11:06:53 AM GMT
-  Calliope Jones ([redacted]) has reviewed and explicitly agreed to the terms of use and to do business electronically with Company
2022-03-15 - 11:07:24 AM GMT
-  Document e-signed by Calliope Jones ([redacted])
Signature Date: 2022-03-15 - 11:07:24 AM GMT - Time Source: server
-  Agreement completed.
2022-03-15 - 11:07:24 AM GMT

Appendix 2



**UNIVERSITY OF
CALGARY**

Delegation of Electronic Signature Form

By means of this letter, I, [Name and Title of Signatory] delegate the authority herein described to [Name and Title of Employee] (the "Employee"), on the following terms and conditions:

1. The Employee is hereby authorized to affix my Electronic Signature to records provided that I have directed the Employee to affix my Electronic Signature to a particular record via email.
2. The Employee will retain all documents required to support this delegation of Electronic Signature at set out in Section 5.1 of the Use of Electronic Signatures Operating Standard.
3. The effective date of this delegation of Electronic Signature is Month,Day,Year and shall run until Month,Day,Year.
4. The authority delegated in this document shall not be sub-delegated by the Employee.
5. This delegation is made pursuant to the Use of Electronic Signatures Operating Standard and is subject thereto.

APPROVED BY DELEGATING OFFICIAL

Signature: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AGREED BY EMPLOYEE

Signature: _____

Name: _____

Title: _____

Date: _____

cc: General Counsel [copy to be transmitted within two business days of execution].