

**AFFILIATION AGREEMENT** dated as of and with effect from May 1, 2012 (“**Agreement**”)

**BETWEEN:**

**CARLETON UNIVERSITY (“CU”)**

**AND**

**DOMINICAN COLLEGE / COLLÈGE DOMINICAIN (“DC”)**

**WHEREAS:**

1. The respective Academic Senates and Governing Boards of CU and DC have agreed to an administrative affiliation (the “**Affiliation**”), the terms of which are set out herein and in the schedules attached hereto.
2. CU was established by act of the Legislature of the Province of Ontario pursuant to the *Carleton University Act, 1952*, S.O. c.117, under which it has authority to grant university degrees.
3. DC was established by act of the Legislature of the Province of Ontario pursuant to the *Dominican or Friar Preachers of Ottawa College Act, 1967*, under which it has the authority to grant university degrees in philosophy and theology.
4. Each of CU and DC (the “**Parties**”) agrees that the proposed Affiliation of the two institutions is in its respective interests and mutually beneficial to the Parties in advancing post-secondary education in the Province of Ontario, and will permit each Party to access additional and necessary funding and continue to offer academic programs of the highest quality in their permitted areas.
5. It is a condition precedent of the Affiliation that (i) each Party remains a separate and distinct institution with its own separate and independent governing body and academic senate (or equivalent body); (ii) DC’s heritage and identity as a francophone denominational institution be maintained; and (iii) CU’s identity as a unilingual English-speaking institution be maintained.
6. The Ontario Ministry of Training, Colleges and Universities (“**MTCU**”) has enunciated certain rules and guidelines for the proposed Affiliation.
7. In order to support the Agreement, MTCU requires, that (i) any DC students applying for provincial operating grant funding must be registered at CU in an eligible program; (ii) DC

academic, non-vocational degrees in philosophy and theology be issued from the Senate of CU; the DC degree will be recognized as a conjoint degree from both CU and DC; and (iii) standards of admission, curriculum and graduation be established by the Senate of CU and the Academic Council of DC pursuant to the Institutional Quality Assurance Process (IQAP) approved for Carleton University by the Ontario Universities' Council on Quality Assurance ("the Quality Council") on May 31, 2012, as amended from time to time.

8. Each Party intends to comply with and abide by the MTCU rules, guidelines and requirements.

**NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1.0 Independence; Heritage and Identity of Each Institution**

- 1.1 Each Party shall (i) respect the other's distinct identity and character; and (ii) maintain its own independent administration, structures and regulations as existed prior to the date of this Agreement.
- 1.2 DC, although officially a bilingual institution, shall maintain its distinct heritage and identity in the Dominican tradition, and the Affiliation shall not derogate from DC's fundamental characteristics or duties. Schedule "A" attached hereto sets out matters relating to DC and its offering of French language services.
- 1.3 CU is a unilingual, English-speaking institution, with no requirement or commitment to be able to provide any services to faculty, staff, students or others, in a language other than English.
- 1.4 The Affiliation will not include any of DC's ecclesiastical, vocational programs of study.
- 1.5 Each Party shall comply with and abide by this Agreement, the MTCU rules, regulations and guidelines, including without limitation those pertaining to funding, programs, quality assurance, naming of universities and conferring of degrees, and all applicable laws, including without limitation privacy law.

**2.0 Liability of the Parties; Insurance**

- 2.1 Each Party is responsible for its own costs, expenses, losses, claims, damages and liabilities, past, present and future, howsoever arising, whether in connection with

employees, students or otherwise, including without limitation those in connection with or resulting from any act, regulation, judgment, order, requirement, rule or directive made by any governmental authority, court or tribunal of competent jurisdiction (collectively “**Claims**”), and neither the Affiliation nor this Agreement makes a Party liable to the other Party for the other’s Claims. Each Party shall, and does hereby, indemnify and hold the other Party harmless for all of the first Party’s Claims and for its breach or non-performance, or negligent act or omission, of or under this Agreement or in connection with the Affiliation.

2.2 Each Party shall, at its cost, acquire and maintain throughout the Term its own insurance coverage in the necessary amounts and with suitable coverage for an educational institution of its size and nature.

3.0 **Finance and Funding; Reporting and Filings**

3.1 Each Party shall maintain separate, autonomous, and independent financial administration, governance, budgeting, planning, accounting, fundraising, endowment funds, and fiscal accountability, responsibility and liability. No Party shall commit any financial, physical, human or other resources of the other Party or create any liability for the other Party.

3.2 All funding approved for students attending DC shall be paid to CU. CU shall thereafter pay to DC appropriate amounts from received funds pursuant to the terms and conditions of the Administrative Services Agreement to be entered into between the Parties and attached hereto as Schedule “B”, in exchange for payment by DC to CU of an annual administration fee as set out in the Administrative Services Agreement.

3.3 Funding from any source (other than the MTCU) earmarked exclusively for DC in its capacity as a French language post-secondary educational institution shall be paid to DC for its exclusive use without the payment by DC of an administration fee to CU in connection therewith.

3.4 The Parties shall prepare in a timely fashion, as and when required, all reports required by law or by any governmental, public or funding authority relating to bilingualism

funding. The Parties shall comply, on a timely basis, with any other reporting requirements set out in Schedule "C".

3.5 DC shall cause to be prepared, submitted and filed, on a timely basis, its own audited and other financial statements, tax returns and other required reports and documents, for each fiscal year and other appropriate interim periods, as required by law, or by a governmental, public or funding authority.

4.0 **Tuition Fees; Granting of Degrees; Programs; Quality Assurance; Services & Accommodations**

4.1 Each Party shall independently determine appropriate tuition fees and ancillary student fees to be charged to its new and existing students for programs and services offered at its own institution, subject to provincial guidelines and requirements.

4.2 Each Party shall determine its own policies, procedures and actions regarding student recruitment and acceptance and regarding financial aid, bursary, grant, scholarship and work-study program eligibility, and shall make its own decisions regarding the awarding of financial aid, bursaries, grants, scholarships and work-study programs.

4.3 DC shall retain its own policies, procedures and timelines regarding payment of tuition fees and collection of outstanding fees, unless otherwise agreed to by the Parties.

4.4 Students graduating from any academic, non-vocational programs of studies in philosophy and theology at DC shall receive a conjoint degree or diploma from both DC and CU, provided the student qualifies for the degree and is approved for graduation by the Academic Council of DC and the Senate of CU. The degree or diploma shall state that both DC and CU are degree and diploma granting institutions.

4.5 The Parties shall promptly conduct all required quality assurance reviews, by no later than March 31, 2013 and as necessary from time to time in order to satisfy the requirements of the MTCU and of the Quality Council of the Council of Ontario Universities or any successor organization and any subsequent amendments approved by the Senate of CU and the Academic Council of DC and confirmed by the Quality Council.

- 4.6 Students registered at DC shall (i) be eligible for access to all general and basic accommodations offered to students registered at CU; and (ii) have access to the services offered to students registered at DC as well as the administration, academic and community services offered to students registered at CU. Student services available at each of DC and CU are more particularly described in Schedule "D". Ancillary services available or potentially available at DC and/or at CU, including but not limited to athletics, residences, computing facilities, counseling and advising, student associations and transportation, are subject to the completion and results of periodic referenda conducted by the DC student association. DC shall promptly make known to CU the results of any such referenda.
- 4.7 Notwithstanding Section 4.2, DC shall promptly amend its application and admissions process, and all other ancillary processes, in order to comply with the institutional and student records requirements of CU, as set forth in Schedule "E" – CU Registration and Student Records. In addition, CU will represent each Party in the OUAC system for all prospective students applying to DC or CU.
- 4.8 Unless otherwise specified in writing, students registered within an approved program of study at either CU or DC shall be entitled to take courses for credit at the other institution, subject to first obtaining the prior written permission of the relevant academic authorities at DC and CU. The terms and conditions of the periodic reconciliation of income for the cross-registration of students at CU and DC, and any other restrictions agreed to the Parties, are set forth in the Administrative Services Agreement attached as Schedule "B", as amended from time to time. Transfer credits shall be on the same terms and conditions as all other universities and colleges in Ontario and subject to the rules and procedures of MTCU.
- 4.9 Each Party shall grant to the faculty, students and staff of the other Party equal and reciprocal privileges at and to its respective libraries, subject only to the terms and conditions set forth in Schedule "F" - Libraries Services at DC and at CU.
- 4.10 DC shall not seek changes in its current authority to offer approved programs in philosophy and theology without CU's prior written consent.
- 5.0 **Personnel Matters; Pensions & Benefits; Advancement; Compensation**

5.1 All employees of CU and DC shall remain separate and apart and there shall be no transfer or intermingling of positions, programs, or work of employees between the Parties, or any exchange agreements, placements, appointments or secondments made between the Parties, unless otherwise agreed to by the Parties. Each Party is responsible, at its cost, for its staffing and all academic appointments at or within its institution.

5.2 Each Party shall retain the independent authority to administer its own operations including but not limited to its human resources and staffing.

5.3 Each Party shall maintain its respective pension and benefit plans and its promotion, seniority, compensation, and other personnel policies separate and apart from those of the other Party, and there is and shall be no merging, consolidation or joint administration of any such plans unless otherwise agreed to by the Parties.

#### 6.0 **Term; Termination**

6.1 This Agreement shall commence as of and with effect from May 1, 2012 and shall continue for a period of seven (7) years whereupon it may be renewed in writing by the Parties, unless it is earlier terminated pursuant to Section 6.2 (the “**Term**”).

6.2 Notwithstanding Section 6.1, either Party may terminate this Agreement on the 30th day of April of any year during the Term by providing at least one (1) year’s written notice to the other Party. No student will be prejudiced by any termination or expiry of this Agreement.

#### 7.0 **General Provisions**

7.1 **Sections and Heading; Interpretation.** The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement. In addition:

a. Unless otherwise specifically provided for herein, all calculations to be made

hereunder are to be made in accordance with GAAP (“Generally Accepted Accounting Principles”).

- b. Any reference to currency is to Canadian currency.
- c. Any reference to a statute includes, and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto which are in force from time to time and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.
- d. The signatories for each Party set out below hereby warrant and represent that they are authorized to bind the Party for which they are signing.

7.2 **Number.** Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

7.3 **Schedules.** The following are Schedules annexed hereto and incorporated by reference and deemed to be part hereof. The Schedules may be amended upon mutual written agreement of the Parties:

- Schedule “A”- DC’s French Language Services
- Schedule “B” - Administrative Services Agreement
- Schedule “C” – List of Exclusive Funding Sources to DC; Financial Reporting Requirements of DC
- Schedule “D” - Student Services at DC and at CU
- Schedule “E” – CU Registration and Student Records
- Schedule “F” – Library Services at DC and at CU
- Schedule “G” - Confidentiality Agreement and Banner System

7.4 **Disclaimer of Partnership.** The Parties disclaim any intention to create a partnership between them or to constitute any of them the agent for the other or to create any fiduciary, joint venture, contractor, employment or agency relationship between them. Nothing in this Agreement shall constitute the Parties partners or, except as may be expressly provided in this Agreement, constitute either of them the agent of the other

Party. The provisions of the *Partnerships Act, Ontario*, as amended, shall not apply to relationship between the Parties or to this Agreement.

7.5 **Dispute Resolution.** In the event of a dispute arising from this Agreement which cannot be resolved between the Parties through negotiation in good faith, the Parties shall resolve such matters as follows:

**(i) Mandatory Mediation**

Any dispute or part of dispute which remain unresolved shall be submitted solely to mandatory mediation before a single mediator and the Party who requires the matter to be mediated (the “**Originating Party**”) shall within thirty (30) days give the other Party notice of such matter and request mediation thereof (the “**Mediation Notice**”). If the Parties cannot agree on the identity of the single mediator within five (5) business days of the delivery by any Party to the other of a request in writing for mediation, then the Originating Party shall within five (5) business days select and appoint the single mediator. If such selection and appointment is made by the Originating Party, the other Party shall select and appoint the mediator for the next subsequent dispute for which the Parties cannot agree on the identity of the single mediator, and the Parties shall thereafter continue to alternate the right of selection and appointment of the mediator if they cannot agree on the identity of the single mediator.

**(ii) Arbitration**

Any dispute or part of dispute which remain unresolved after Mandatory Mediation is completed may be referred or submitted to Arbitration and the Party who requires the matter to be arbitrated (the “**Originating Party**”) shall within thirty (30) days give the other party notice of such matter to be arbitrated and request Arbitration thereof (the “**Arbitration Notice**”) and the Arbitration shall be conducted in the manner hereinafter set forth. Where an Arbitration Notice is given, the matter shall proceed to Arbitration by a single arbitrator pursuant to the provisions of the *Arbitration Act, 1991*, as amended from time to time. If the Parties cannot agree on the identity of the single arbitrator within five (5) business days of the delivery by any Party to the other of a request in writing for Arbitration, then the Originating Party shall by written notice to the other Party be entitled to make application to a Judge of the Superior Court of Justice, or its



successor court, pursuant to Section 10 of the *Arbitration Act, 1991*, as amended from time to time, for selection of such arbitrator. The sole arbitrator appointed hereunder shall govern his or her own proceedings. The arbitrator shall proceed to hear the submission of the Parties forthwith after his or her appointment and shall render a decision within thirty (30) days after such hearing. The decision of the sole arbitrator shall be conclusive and binding on the Parties, and the arbitrator shall have the authority to assess the costs of the arbitrator and the cost of the Arbitration against any Party.

The arbitrator's decision shall consider the following criteria which are set out in order of importance: (i) the provisions of this Agreement; (ii) the intention of the Parties in agreeing to co-operate; and (iii) the common practice in the Province of Ontario for similar affiliations.

- 7.6 **Good Faith.** The Parties shall proceed promptly and in good faith, and shall reasonably cooperate with each other, to satisfy and fulfill all of their obligations under this Agreement, as and when due, and to conclude, satisfy and fulfill all necessary acts and conditions of this Agreement.
- 7.7 **Communication.** The Parties shall jointly coordinate and agree upon all press releases and other public disclosures concerning the Affiliation and this Agreement before any such press releases or public statements or disclosures are made.
- 7.8 **Privacy.** The Parties shall comply with all relevant privacy legislation, as amended from time to time.
- 7.9 **Inconsistencies.** To the extent of any inconsistencies or conflicts between the terms of this Agreement and any schedules, appendices or other documents attached to and forming part of this Agreement, the terms of this Agreement shall prevail, unless otherwise expressly stated in this Agreement.
- 7.10 **Entire Agreement.** There is no other convention, representation, guarantee, oral agreement, contract or condition, expressed or implied, collateral or otherwise forming a part of, affecting or related to this Agreement, unless otherwise provided for within this Agreement or attached as a schedule hereto.

- 7.11 **Severability.** The invalidity of any provision of this Agreement or any covenant herein shall not affect the validity of any other provision or covenant hereof or herein contained.
- 7.12 **Recitals.** The recitals set out above in this Agreement form an integral part of this Agreement.
- 7.13 **Waiver of Agreement.** Failure by a Party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.
- 7.14 **Amendment or Modification.** This Agreement may not be amended except by written instrument signed by the Parties. Fundamental amendments to this Agreement shall be approved by the governing bodies of DC and CU. Amendments to the Schedules may be made by the Executives Councils of DC and CU. Approval of the MTCU shall be sought and obtained wherever necessary.
- 7.15 **Notice.** Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any Party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is: (i) delivered personally to the President of such Party; (ii) sent to the Party entitled to receive it by registered mail, postage prepaid, mailed in the Province of Ontario; or (iii) sent by facsimile. Notices shall be sent to the following addresses or facsimile numbers:

**(i) in the case of the CU:**

Office of the President  
Carleton University  
503 Tory Building  
1125 Colonel by Drive  
Ottawa, ON K1S 5B6 Canada

**(ii) in the case of the DC:**

Office of the President  
Dominican College  
96 Empress Avenue

Ottawa, ON K1R 7G3 Canada

or to such other address or facsimile number as the Party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the Party giving or sending or delivering such notice, designation, communication, request, demand or other document. Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall: (i) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; and (iii) if sent by facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy answer back confirming receipt by the recipient.

7.16 **Binding; Assignment.** Upon execution and delivery by each Party, this Agreement shall be binding upon each Party and have full legal effect in accordance with its terms as of the date of execution, but subject to the conditions set out herein. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned in whole or in part by either Party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any attempt to assign this Agreement in whole or in part without such prior written consent is void.

7.17 **Future assurances.** Each Party shall, at the cost of the requesting Party, execute and deliver such further agreements, assurances, papers and documents, attend such meetings and generally do and perform or cause to be done and perform such further and other acts and things that may be necessary or desirable from time to time in order to give full effect to this Agreement and every part hereof.

7.18 **Governing Law.** In all respects this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein, and the Courts of such province have jurisdiction to entertain any action arising in connection therewith.

7.19 **Time.** Time shall be of the essence of this Agreement.

Dated at Ottawa, Ontario as of and with effect from the 1st day of May, 2012.

**CARLETON UNIVERSITY**

Per: Roseann O'Reilly Runte

Dr. Roseann O'Reilly Runte  
President and Vice Chancellor  
Carleton University

**DOMINICAN COLLEGE**

Per: Maxime Allard

Dr. Maxime Allard  
President and Regent of Studies  
Dominican College

Schedule "A"

French Language Services  
Dominican College

WHEREAS the Dominican College ("DC") has a distinct heritage and identity as a francophone, denominational institution in the Dominican tradition;

AND WHEREAS DC is officially a bilingual institution, which offers bilingual programs of study at the undergraduate and graduate levels in philosophy and theology;

AND WHEREAS DC has adopted a Politique d'Aménagement Linguistique ("PAL") as its policy with respect to the provision of its programs of study in both official languages;

AND WHEREAS Carleton University ("CU") is a unilingual, English-speaking institution, with no commitment to provide any services to staff, students or others, in a language other than English;

BOTH Parties to this Affiliation Agreement hereby agree and recognize that:

- (i) DC's funding and mission depends in part on its continued ability to distinguish itself as a French language institution in the Province of Ontario;
- (ii) DC shall continue to increase its participation and its contribution to the Franco-Ontarian and French-Canadian culture through continued cooperation with various francophone and bilingual institutions;
- (iii) Notwithstanding the Affiliation between DC and CU, DC shall continue to operate as a bilingual institution; however, French shall continue to be the working language of the Board of Administration, the Academic Council and all faculties;
- (iv) DC shall continue to provide direct administrative services in French and English;
- (v) All DC employees shall be bilingual (French and English);
- (vi) DC shall designate at least one (1) bilingual employee within its administration to act as a liaison with CU for all administrative services provided by CU in relation to DC students.

## Schedule "B"

### Administrative Services Agreement

#### **Ongoing Fees to be Charged by Carleton**

Dominican College (DC) agrees to pay to Carleton an administrative services fee equal to 10% of all provincial operating and special purpose grants, excepting those grants associated with maintaining bilingualism at DC. This fee will be deducted from regular provincial grant payments payable to Carleton on DC's behalf. These administrative fees will be levied as soon as an affiliation agreement is reached and will apply to any retroactive grant payments payable in 2012-2013 that result from this affiliation. Carleton will provide DC with a regular accounting of any such deductions. The services covered are itemized below.

#### **One-Time Costs**

DC agrees to pay Carleton all reasonable one-time costs associated with the administrative costs of adjusting its current processes and procedures to implement this affiliation agreement.

#### **Adjustments to Grant Transfers to DC**

The provincial operating grant is a function of eligible student enrolment in programs that have been approved for provincial funding. The amount of the grant may fluctuate as a consequence of changes in enrolment and changes in programs approved for provincial support. As the DC and Carleton operating grants will be combined, Carleton will be responsible for calculating the amount of operating grant associated with DC's actual eligible enrolment and transferring this amount net of administrative fees.

As stated in this agreement, subject to approval, DC students may take some of their courses at Carleton, and vice versa. Carleton will calculate the tuition and grant revenue associated with such student transfers and adjust the amounts flowed through from Carleton to DC. Such calculations will reflect the actual rate of tuition fees at Carleton. Any similar charges levied by the University of Ottawa or the Université St. Paul to Carleton for DC students taking courses at these institutions as a result of a DC approved transfer will be billed to DC.

Since the operating grants for Carleton and DC are combined and the overall number of funded graduate student places at the two institutions is currently capped, Carleton will not transfer operating funds for any graduate student enrolled at DC in excess of the cap established by the Ministry, unless Carleton has agreed in advance to transfer part of its allocation of funded graduate student spaces to DC.

(A detailed description of how grant adjustments will be calculated is appended to this schedule)

## Services to be Provided by Carleton to DC

### 1. REGISTRARIAL AND STUDENT RECORDS SERVICES

See Schedule E of this agreement for details

### 2. COMPUTING AND COMMUNICATIONS SERVICES

- Support and administration of the integrated student information system -SIS (currently Ellucian's Banner software)
- Production of any required data extracts or reports from the SIS
- Training on the use of the SIS
- Provision of secure access to the SIS
- Back-up and secure storage of all electronic student information

### 3. STUDENT FINANCIAL AID

- Management of the OSAP program for eligible DC students
- Reporting on student eligibility for the OTG program
- Support to DC in accessing and managing other student aid programs

### 4. FACULTY OF GRADUATE AND POSTDOCTORAL AFFAIRS

- Support to DC in maintaining student records on the Banner SIS
- Thesis management and oversight of the external examination process
- Representation and reporting to the OCGS
- Assistance in the management of and reporting on external student financial aid (OGS, SSHRC, etc.)

### 5. INSTITUTIONAL RESEARCH AND PLANNING

- Preparation and submission of all required enrolment-related reports to the provincial government for students in conjoint programs
- Producing all necessary information for enrolment audits
- Preparation and submission of other required reports to external bodies for students in conjoint programs
- Maintenance of official statistics and historical enrolment data for students in conjoint programs

### 6. FINANCIAL SERVICES

- Management of accounts for all provincial government grants flowing to Carleton as a result of the affiliation with DC
- Regular transfer of funds to DC from provincial transfers, subject to administrative charges
- Reporting on financial transfers
- Support for internal and external audit services

### 7. STUDENT SERVICES

See Schedule D of this agreement for details

## 8. LIBRARY SERVICES

See Schedule F of this agreement for details

### Services not Covered by this Agreement

1. As the much larger institution, Carleton recognizes that it has facilities and areas of technical expertise that are not available to DC. Where possible and upon request, Carleton will make its best efforts to assist DC in such areas. However, any significant deployment of resources will involve a contractual arrangement requiring a reasonable fee for services provided or facilities used.
2. A number of student services at Carleton are supported principally by specific student fees collected with the agreement of the Carleton University Student Association and the Carleton University Graduate Students Association. These services include:
  - Health and Counselling Services
  - Co-op and Career Services
  - Department of Recreation and AthleticsAny arrangement whereby DC students or staff are allowed access to these services on the same basis as Carleton students and staff will be subject to a separate agreement and will require DC to contribute to their costs.
3. Carleton students participate in the OC Transpo UPASS service and are obliged to contribute to this program. Subject to the approval of DC students and the agreement of OC Transpo, DC could participate in this program. This would require a separate agreement.
4. DC access to any insurance programs available to Carleton students is subject to the agreement of the relevant insurance providers and the Carleton students associations and is outside this agreement.
5. Access to Carleton's student academic advising service is not included in this agreement. Carleton and DC will operate distinct and independent student recruitment, alumni relations, fund raising and endowment programs.



## **Language of Service**

While recognizing that DC is an officially bilingual institution, Carleton University operates in English only. DC acknowledges that students and staff seeking services on Carleton's campus will receive service in English. Wherever possible Carleton will provide support to DC students through the intermediacy of a bilingual DC employee. Carleton will make every reasonable effort to ensure that all official written communications to DC students flows through DC. DC agrees to pay for any French language services that may be required on the Carleton campus that are required due to government regulation as a result of the affiliation of DC with Carleton.

## **Appendix: Grant Transfer Agreement Carleton/Dominican College**

### **General Principle**

The transfer of provincial grants from Carleton to Dominican University College (DC) will operate under the principle that Carleton will ensure that the net grant revenues that flow to Carleton as a result of the affiliation with DC will be passed on to DC minus the administrative fee. Specific grants for francophone students will be passed on directly to DC without a deduction for administrative fee. Graduate spaces (20 per year for 5 years) allocated to Carleton as a result of the affiliation with DC are outside of this agreement and play no part in the grant transfer.

Carleton will flow to DC, on a biweekly basis, a prorated amount of grant determined by the previous year's grant allocation. The monthly allocation may be increased or decreased by mutual agreement between the parties based on estimates of grant increase/decrease dependent on expected enrolment changes over the current fiscal year. At the end of each fiscal year Carleton and DC will reconcile the transfers between the institutions and any difference will be paid.

### **Administrative Fee**

DC agrees to pay to Carleton an administrative services fee equal to 10% of all net provincial operating and special purpose grants in the first year of this agreement, excepting those grants associated with maintaining bilingualism at DC. In subsequent years the administrative services fee will be reviewed and renegotiated on an annual basis. This fee will be deducted from regular provincial grant payments payable to Carleton as a result of the affiliation agreement between Carleton and DC. These administrative fees will be levied as soon as an affiliation agreement is

reached and will apply to any retroactive grant payments payable in 2012-2013 that result from this affiliation. Carleton will provide DC with a regular accounting of any such deductions.

### **Enrolment Related Grants**

Carleton will pass on to DC all net grant revenue related to student enrolment, minus the administrative fee. This will include the following grant categories (initial estimates by MTCU in:

- Basic Operating Grant (BOG) (\$515,331)
- Campus Safety (\$2,460)
- Municipal Taxation (\$6,975)
- MYAA – Quality Funding (\$15,154)

Note that the BOG initial estimate by MTCU assumes the current funding arrangement such that eligible Theology programs are funded at a .5 BIU rate. Once the Theology programs are Quality Assured (QA), the BIU rate will be adjusted upwards to match the rate for the Philosophy programs – this is scheduled to occur within the 2012/13 fiscal year. While the base BOG funding will change with the QA of the Theology programs, the incremental adjustments discussed below, remain the same.

### **Undergraduate Enrolment Related Grants**

The grant will be based on the MTCU funding model in place for the relevant fiscal year. Currently the funding for eligible undergraduate enrolments will be determined by Carleton's provincially determined BOI/BIU value (\$5442.15) times the eligible BIUs minus the formula fees. The current base year (2011/12) count for eligible undergraduate BIUs at DC is 41.295.

If undergraduate enrolment grows beyond this number (or the number established at the time of affiliation by MTCU) Carleton will flow an additional amount of grant to DC equivalent to the grant increase actually received by Carleton minus the administrative fee. If the growth grant is discounted then the discounted rate will be used in calculating any change in grant flow-through. For example if DC undergraduate enrolment grows by 1 BIU and there is no discounting on incremental BIU growth then the grant increase would be (numbers used for illustrative purposes the actual figures may be adjusted according to MTCU rules in place at the time of calculation):

$$(BIU\text{-increase} \times BIU\text{-value}) - (BIU\text{-increase} \times \text{formula-fees})$$

$$(1 \times 5442.15) - (1 \times 2386.00) = \$3056.15$$

(Note that administrative fees are ignored in this and subsequent calculations and would constitute 10% of net transfer – in this example \$305.62).

If the incremental BIU payments are discounted by MTCU then that discounted value would be used in the calculation. For example, if MTCU paid the incremental grant at 80% of nominal value the formulas would be:

$$((\text{BIU-increase} \times \text{BIU-value}) - (\text{BIU-increase} \times \text{formula-fees})) \times \text{discount-rate}$$

$$(1 \times 5442.15) - (1 \times 2386.00) = \$3056.15 \times .8 = \$2444.92$$

The same formulae would work in reverse if the enrolment at DC declined below the base value. That is the grant transfer would be reDCed using the appropriate formula dependent on the full or discounted BIU payout.

### **Graduate Enrolment Related Grants**

Graduate enrolment for grant eligible Master's and Ph.D. students is capped by the provincial government. The base funding cap for DC Master's and Ph.D. students will be set at time of affiliation according to the rate funded by the provincial government. Preliminary eligible graduate Fall FTE enrolments for DC graduate students are (final value to be determined at time of affiliation):

Master's 12; Ph.D. 23

(Note that in the scenarios itemized below, the grant transfer is determined separately for Master's and Ph.D. enrolments).

Increase in graduate enrolments beyond these caps will not necessarily result in additional grant transfer to DC. Additional grant will be transferred from Carleton to DC for each of the two graduate categories taken separately dependent on the following scenarios:

- 1) Carleton has additional room under the combined Carleton/DC cap in one or both categories: For each additional eligible Fall FTE above the base level, incremental grant will be transferred according to the value determined by MTCU from time to time. Currently the values are: Master's \$11,853; Ph.D. \$24,820.
- 2) Carleton has no additional room under the combined Carleton/DC cap: Since no additional grant would be generated by the additional DC graduate enrolments, no additional transfer would occur.

Decreases in DC graduate enrolments below the base values would have a similar impact depending on the following scenarios:

- 1) Carleton has additional room under the combined Carleton/DC cap in one or both categories: For each additional eligible Fall FTE below the base level, incremental grant will be deDCted according to the incremental grant revenue value.
- 2) Carleton has no additional room under the combined Carleton/DC cap: Carleton has attracted additional grant revenues as a result of DC not meeting a base enrolment cap, but has also incurred additional costs for enrolling additional students. Carleton will transfer to DC a value of 10% of incremental grant revenue.

Increases or decreases from base graduate funding transfer will be determined annually depending on the limits (and mechanism) in place for the relevant fiscal year (currently incremental graduate enrolments are determined on the basis of eligible Fall FTEs). The transfer of grant for one year does not guarantee future transfers for the given number of FTEs – the transfer is determined independently for each year and is dependent on the Fall enrolments in relation to the joint graduate caps.

Changes to the DC Master's or Ph.D. eligible Fall FTE enrolment caps are subject to negotiation between DC and the Dean of Graduate Studies and Postdoctoral Affairs at Carleton.

#### **Adjustments of grant transfers as a result of cross institution course enrolments:**

As stated in this agreement, subject to approval, DC students may take some of their courses at Carleton, and vice versa. Carleton will calculate the tuition and grant revenue associated with such student transfers and adjust the amounts flowed through from Carleton to DC. Such calculations will generally reflect the rate of tuition fees paid and grant received at Carleton but, for purposes of this calculation, the exact status of the student domestic/international or eligible/ineligible will be ignored. The tuition fee and grant for undergraduates will be calculated using the funding base of a 1<sup>st</sup> year B.A. (General – three year program) student at Carleton. The transfer for graduate students will be calculated using the 1<sup>st</sup> year tuition fee and grant revenue of a Master's (Philosophy) student. The course delivery charge will be deemed to be 50% of the part-time pro-rated tuition and base grant received for these types of student.

(2012-13 rates used in the examples below)

Undergraduate (per ½ credit: 12 week, one term course):

Tuition:  $1129/2 = \$564.50$

Base Grant:  $(5442.15 - 2386)/10 = \$305.62$

Total 'charge':  $(564.50 + 305.62)/2 = \$435.06$

Graduate (per ½ credit: 12 week, one term course):

Tuition: 818 = \$818.00

Base Grant:  $(11853)/10 = \$1,185.30$

Total 'charge':  $(818+1185.30)/2 = \$1011.65$

Any similar charges levied by the University of Ottawa to Carleton for DC students taking courses at U. of O. or U. St. Paul as a result of a DC approved transfer will be deducted from the net transfer calculation.

SCHEDULE C - List of Exclusive Funding Sources to DC: Financial Reporting Requirements of DC

| #   | Program/Grant  | Program/Grant Description   | What information does the report capture? (eg. enrollment, expenditures etc.)   | When is the report expected by MTCU? |
|---|--|---|---|--------------------------------------|
| <b>Section A - Reports exclusive to DUC (French language programs, CUFO, OLE, etc.)</b> |  |   |   |                                      |
| 2   | Access to Opportunities - Francophones                           | The Francophone portion of Access to Opportunities funding is used to increase access to French-language postsecondary education for Francophones. While Francophone students have a high rate of PSE participation, they have fewer options than Ontario's English-language population in terms of French-language programs and credential levels, as well as geographic accessibility.  | Report on systemic performance indicators to improve access to a greater array of French-language programs. Increase retention of graduating French-language secondary students to French-language postsecondary programs and increase participation of postsecondary-aged French-language students to postsecondary education. FL PSE institutions report on measures and initiatives they have taken over the previous year to ensure that Access to Opportunities funds are properly used. | September 30th                       |
| 22  | OLE - Complementary Funding                                      | Federal and provincial funding that focus mainly, but not exclusively, on:<br><ul style="list-style-type: none"> <li>• growth and improvement of second language instruction programs at all levels of instruction, as well as in research in this area;</li> <li>• development and innovation in minority postsecondary education;</li> <li>• infrastructure projects; and</li> <li>• program growth and quality and cultural enrichment in minority language education at all levels, as well as in research in this area.</li> </ul> | The <i>Canada-Ontario Agreement</i> contains performance indicators and targets for the two categories of outcomes for the postsecondary level. FL PSE institutions report on measures and initiatives they have taken over the previous year to meet the performance indicators.   | September 30th                       |
| 23  | OLE - French as a Minority Language                              | Federal and provincial funding provided to support minority language Education of French in Ontario, particularly under the following categories of outcomes, for FL PSE:<br><ul style="list-style-type: none"> <li>• Access to postsecondary education;</li> <li>• Support for educational staff and research.</li> </ul>  | The <i>Canada-Ontario Agreement</i> contains performance indicators and targets for the two categories of outcomes for the postsecondary level. FL PSE institutions report on measures and initiatives they have taken over the previous year to meet the performance indicators.   | September 30th                       |
| 24  | OLE - French as a Second Language                                | Federal and provincial funding provided to support second language instruction of French in Ontario, particularly under the following categories of outcomes, for FL PSE:<br><ul style="list-style-type: none"> <li>• Access to postsecondary education;</li> <li>• Support for educational staff and research.</li> </ul>  | The <i>Canada-Ontario Agreement</i> contains performance indicators and targets for the two categories of outcomes for the postsecondary level. FL PSE institutions report on measures and initiatives they have taken over the previous year to meet the performance indicators.   | September 30th                       |
| 27  | Ontario International Education Opportunity Scholarships (OIEOS) | The Ontario International Education Opportunity Scholarships (OIEOS) program provides domestic students with the opportunity to take part in a study-abroad experience.   | The report accounts for the usage of Ministry funds and provides statistical data on scholarship recipients. Financial information in the report informs future year allocations.   | February                             |

| #  | Program/Grant                                      | Program/Grant Description  | What information does the report capture? (eg. enrolment, expenditures etc.)  | When is the report expected by MTCU?   |
|----|--|--|---|--|
| 39 | Tuition Fee Reporting                              | The tuition fee reporting cycle is designed such that it follows enrollment reporting and these figures can be used in the tuition fee reporting for calculation of relevant enrollment-weighted percentage tuition fee increases. | Colleges - tuition fees by program, fee increases by program and average increase, high demand per cent.  | November 30  |
| 40 | Tuition Fee Set Aside Reporting                    | The tuition fee reporting cycle is designed such that it follows enrollment reporting and these figures can be used in the tuition fee reporting for calculation of relevant enrollment-weighted percentage tuition fee increases. | Tuition fee set-aside expenditures including a breakdown by type of assistance, number of recipients and OSAP recipient status  | November 30 - Tuition fee set-aside reports are requested from institutions at least a year after the funds are required to be disbursed. The timing is determined in order to make sure that all financial and enrollment information is available for the academic year in question. |
| 10 | Audited Financial Statements<br>Annual requirement |  | To ensure institutions financial obligations legally discharged.  |  |
| 11 | Tuition Fee Compliance Report                      |  | To monitor tuition fees to ensure institutions do not exceed the upper limits as set by government tuition fee policy, if an institution surpasses limits, appropriate action is taken. |  |
| 55 | Municipal Taxation -<br>No reporting Requirement   |  |   |  |
| 58 | Annual Report on existing programs                 |  | Assessed to determine if weight changes are necessary or if restructured program should be classified as a new program.   |  |

| #  | Program/Grant   | Program/Grant Description  | What information does the report capture? (eg. enrolment, expenditures etc.)   | When is the report expected by MTCU?  |
|--|---|--|--|---|
| <b>Section B - Carleton's Reports with DUC included as an affiliate (Funds flowed to the host institution)</b> |   |  |  |   |
| 3  | Accessibility Fund for Students with Disabilities (AFSD)                              | Funding is provided annually through the AFSD to assist colleges and universities with costs related to the operation of offices for students with disabilities that provide a wide range of services to postsecondary students with disabilities, including arranging note-taking support for students with visual impairments, and interpreter services for students who are deaf, datered and hard of hearing; arranging for learning assessments to determine the nature of a student's learning disability; providing access to computers and appropriate technological learning aids; working with faculty to arrange extra time to write tests and exams for students with learning disabilities. | Annual report from each institution includes: activity report, number of postsecondary students accessing services by disability type; annual office expenditures relating to supporting postsecondary students. Confirms institutional spending of funds in relation to program delivery. Determines funding allocation for next fiscal year. | Report submitted annually in June.  |
| 9  | Enrollment Forecasts for 2010-11  | Not officially tied to a specific grant  | Enrolment  | November 1st  |
| 19   | Multi-Year Accountability Agreements (MYAAs) Report Backs                             | Each publicly-assisted university and college provides MTCU with a report-back on how well they achieved their set targets for increasing accessibility and enhancing the quality of the learning environment. The MYAAs, which outline each institution's proposed targets continued in 2009-10, and include new system-wide indicators such as supply chain compliance, class size and credit transfer.  | System-wide indicators for the postsecondary system.   | September 30th  |
| 42   | University General Purpose Operating Grants   | The share of the provincial operating grant to be allocated to each institution. The non-targeted university operating grants may be applied to any eligible university operating expenditure. Eligible expenditures include all operating expenditures except those related to:<br>(a) assisted/sponsored research<br>(b) principal and interest payments on capital indebtedness,<br>(c) student aid,<br>(d) ancillary enterprises,<br>(e) capital projects.   | Enrolment  | 1) August 15 - Spring Session 2) September 15 - Summer Session 3) November 15 - Preliminary Fall 4) December 15 - Final Fall & Preliminary Winter 5) Final Winter |
| 43   | Women's Campus Safety Grant   | An annual grant to assist colleges and universities with prevention of all forms of violence against women students, faculty and staff on campus through a variety of initiatives, including: establishing sexual harassment prevention policies; improving the physical plants, and/or safety and security measures, and providing prevention/education activities.   | An annual report describing how the funds have been used in three areas of activity: Facilities and Equipment, Public Education and Activity Support   | Prior to Fiscal Year End  |
| 4  | Preliminary Fall Enrolment Report   |  | Supports enrolments projection and comparisons with COU's numbers which supports planning and allocation of the BOG  |   |
| 5  | Preliminary Winter Enrolment Report   |  | Used for calculating preliminary Accessibility Funding entitlement Used for calculating BOG  |   |
| 6  | Minima-Maxima adjustments   |  | Adjusted BIU's are included in the overall BIU counts. Required to ensure BIU cap on graduate students can be enforced.  |   |
| 7  | Actual enrolment for each term (Spring, Fall and Winter) FTEs, BIUs, and Formula Fees |  | Used for calculating Accessibility Fund, Performance Fund, Quality Assurance Fund and other enrolment-based Funds Used for calculating BOG   |   |
| 8  | External Auditor's Enrolment Report Summary of FTEs, BIUs, and Formula Fees           |  | Data is checked to ensure consistency with data submitted by institutions to the Ministry.   |   |



| #  | Program/Grant                                     | Program/Grant Description  | What information does the report capture? (eg. enrolment, expenditures etc.)  | When is the report expected by MTCU? |
|----|---|--|---|--------------------------------------|
| 1  | Aboriginal Student Bursary Fund                   | Aboriginal Student Bursary Fund to assist those Aboriginal learners with financial need to more easily participate in postsecondary education and training opportunities.  | Year end activity report.   | June 1st                             |
| 26 | Ontario First Generation Bursary                  | The Ontario First Generation Bursary allocates funding to participating institutions to provide bursaries to students who are the first in their family to participate in postsecondary education. Students apply for the bursary through the institution's application form, and the institutions select bursary recipients. Recipients must be enrolled in OSAP approved programs at OSAP approved institutions, and demonstrate financial need. | Year end activity report.   | June 3rd                             |
| 33 | Queen Elizabeth II Aiming for the Top Scholarship | Provincial scholarship program for Ontario's top highschool students. Scholarships are valued between \$100 and \$3,500. MTCU provides TRs to institutions to fund awards for eligible students.   | Student award eligibility.  | June 30th                            |
| 34 | Students with Disabilities - Bursary              | Students with a permanent disability who require a reduced course load as a learning accommodation and therefore take additional semesters to complete a program are eligible for financial assistance through OSAP.   | Colleges enter the amount of the bursary and the date of issue under the student's name and SIN in the Bursary Recording System (BRS). This information is cross referenced to the student's OSAP accounts. | Ongoing throughout the year          |
|    | OSAP & OSAP-related bursaries                     |  |   |                                      |
| 51 | Ontario Graduate Scholarship                      | Funds flowed to institutions to cover scholarships for graduate students   |   |                                      |

Section D - Applicability to be determined

| #  | Program/Grant   | Program/Grant Description   | What information does the report capture? (eg. enrollment, expenditures etc.)  | When is the report expected by MTCU? |
|----|---|---|--|--------------------------------------|
| 17 | <b>Knowledge Infrastructure Program (KIP)</b>   | The Knowledge Infrastructure Program is a joint program between the federal and provincial governments aimed at supporting deferred maintenance and new construction projects at post-secondary institutions. Funding will flow over a two year period, which started in 2009-10. (Universities = \$637,026,650. Colleges = \$455,300,000)  | The institution submits a:<br>► Monthly Capital Expenditure form<br>► Quarterly Database template<br>► Capital reports - CSPE, Supplemental A1 (Project Space Analysis) and D (Project Cost Plan) forms<br><br>At program completion, the institution submits a:<br>► Close out report<br>► CSPE (Statement of Completion) form<br>► Updated Supplemental A1 and D forms<br>► Substantial Completion forms<br>► Audit statements | The first of every month             |
| 31 | <b>Ontario Works Study Plan (OWSP)</b>  | Through OWSP, institutions provide students with part-time employment opportunities. OWSP is administered by each participating institution—the creation of jobs, the selection of candidates or distribution of funding to students is at the discretion of the institution. Participants do not have to be OSAP eligible, but they do need to demonstrate financial need. The Ministry provides 75% of the funding, and the institution provides 25%. | Year end activity report.  | June 3rd.                            |
| 21 | <b>Performance Funding</b><br>Institutions provide list for survey completion, and confirms graduation rate info provided by MTCU (based on Stats Can info) |   | Employment rates six months and two years after graduation are derived from data obtained from universities via a Graduate Survey of a sample of university graduates  |                                      |
| 25 | <b>Aboriginal Education and Training Strategy</b>   |   |  |                                      |

Schedule "D"

Student Services at DC and at CU

"Student services available at each of DC and CU are more particularly described in Schedule "D". Ancillary services available or potentially available at DC and/or at CU, including but not limited to athletics, residences, computing facilities, counseling and advising, student associations and transportation, are subject to the completion and results of periodic referenda conducted by the DC student association. DC shall promptly make known to CU the results of any such referenda. "

**To be completed after DC referenda are held and approved.**

## Schedule "E"

### Registration and Student Records

#### Applications

- Carleton will represent DC at the Ontario University Applications Centre (OUAC) and ensure that prospective applicants to DC will be able to apply to DC as part of the normal application process for Ontario universities. Current information about DC programs will be made available in both official languages as part of the Carleton entry in OUAC printed and electronic information for prospective applicants.
- Applications will be channeled to DC for application decisions. DC will be responsible for all communications with the applicant. DC will be responsible for entering all necessary information in the Carleton Banner SIS so that student data is available for all students who accept an offer of admission.
- Prospective students who apply to programs at both Carleton and DC will be processed according to the normal rules established at each institution and may receive offers of admission from both institutions.

#### Registration

- Carleton will ensure that a full catalog of DC courses is available on the Banner system.
- DC will be responsible for ensuring that all students are registered appropriately for their programs using the Carleton Banner SIS. DC students will be clearly identified in the SIS so that DC student records can be readily excluded from most of the automatic processes applied to Carleton student records.
- DC will ensure that tuition fee payments are made and recorded in Banner according to the rules established by DC – such rules to be harmonized with those at Carleton.

#### Student Records

- DC will be responsible for entering grades for DC students after they have completed the requirements for each course.
- DC will be responsible for determining that a DC student is eligible for promotion and graduation and for applying any academic sanctions, according to the rules established by DC's Academic Council.

- From the date of affiliation, Carleton will maintain all DC student records in a secure and confidential environment indefinitely.
- Carleton and DC will make arrangements to retrospectively convert DC student records for an agreed period prior to affiliation to include all students currently enrolled in a DC program of study.
- For those students enrolled at DC at the time of affiliation and in subsequent years, Carleton will provide DC student transcripts upon request following the procedures already established for Carleton students. DC will continue to provide transcripts for students who graduated and left DC before affiliation.

### **Graduation**

- Carleton will produce bilingual degree certificates for all DC students graduating at the October 2013 DC convocation and for those in subsequent years.

## Schedule "F"

## Library Services

WHEREAS CU and DC have entered into an Affiliation Agreement, effective May 1, 2012;

AND WHEREAS the Parties are desirous of making available to the faculty, students and staff of each institution the library services provided by the other institution;

IT IS HEREBY AGREED:

1. THAT faculty, students and staff will have equivalent borrowing privileges for all library services provided CU and DC;
2. THAT access by the faculty, students and staff of DC to electronic databases provided by CU are restricted to on-site access at the main campus of CU, unless otherwise agreed to by the Parties in this Schedule;
3. THAT CU and DC will have comparable policies with respect to any penalties, fines and restrictions on borrowing privileges associated with a breach of those privileges;
4. THAT cubicles and study areas at CU and DC will be assigned on a first come, first served basis to students of the other institution;
5. THAT the Head Librarians of CU and DC will meet on a periodic basis to address issues arising from the provision of library services to faculty, students and staff at the other institution.

## Schedule "G"

**Carleton University**  
**NON-DISCLOSURE AGREEMENT**

Effective Date: **1<sup>st</sup> May 2012**

End Date: **24 Months** from Effective Date above.

To protect certain registration/Proprietary and confidential information (collectively referred to as "Registration/Proprietary Information") which may be disclosed between Carleton University and Dominican College (the parties), the parties agree that:

1. The disclosing party/parties ("Discloser") of Registration/Proprietary information is/are:  

**Carleton University and Dominican College**
2. The parties do not desire to specify representatives authorized to disclose and/or receive Registration/Proprietary Information.
3. Registration/Proprietary Information includes without limitation personal information as defined in the *Freedom of Information and Protection of Privacy Act* R.S.O, 1990, c. F 31 (FIPPA) as amended from time to time and shall also include any and all transactional information related to any individual and his/her personal information and any data, which a disclosing party now or in the future possesses relating to certain technical, business, financial, operational, and other data generally considered by that party to be confidential, Registration/Proprietary, and/or of sensitive nature.

**The parties**  **desire**  **do not desire** to specify the type of Registration/Registration/Proprietary Information to be disclosed under this Agreement. Lack of specification will not affect the obligations regarding treatment of Registration/Proprietary Information.

**The Registration/Proprietary Information relates to**  
 \_\_\_\_\_

4. This agreement controls only Registration/Proprietary Information, which is disclosed on or after the Effective Date. This Agreement shall terminate on the End Date. The party receiving the Registration/Proprietary Information ("Recipient") will continue to protect Registration/Proprietary Information pursuant to FIPPA and any applicable privacy legislations beyond the termination of this Agreement. This clause shall survive termination.

5. Either party may terminate this Agreement upon thirty days written notice. Within ten days of termination of this Agreement, Recipient will return or destroy all Registration/Proprietary Information received (including all copies) and provide the Disclosure with documentation attesting to that fact.
6. Recipient shall not disclose Registration/Proprietary Information to any third party without the prior written consent of the Discloser and shall limit its disclosure to itself (if an individual), its employees, agents, and consultants having a need to know and who are under non-disclosure obligations no less restrictive than in this Agreement. Recipient shall cooperate with Discloser in fully enforcing any such obligations. Recipient shall protect the disclosed Registration/Proprietary Information by using the same degree of care as Recipient uses to protect its own Registration/Proprietary or confidential information of a like nature to prevent the unauthorized disclosure of the Registration/Proprietary Information, however, the Recipient undertakes and covenants that it shall use, at a minimum, the same degree of care as it would be required to utilize for information that has been classified as "confidential" pursuant to the Security Policy of the Government of Canada. Recipient may make copies of the Registration/Proprietary Information as reasonably necessary to effectuate the intent of entering into this Agreement, provided each copy is considered Registration/Proprietary Information and all Registration/Proprietary legends or markings on the original are retained on the copies.
7. Recipient shall have a duty to protect only that Registration/Proprietary Information which is (a) Disclosed by the Discloser in writing (to include electronic transmissions and data files); (b) information that, by its nature, is reasonably excepted to be Registration/Proprietary Information.
8. The obligations herein will not apply to any information which is (a) available to the public other than by breach of this Agreement by Recipient; (b) rightfully received by Recipient from a third party without Registration/Proprietary or confidential limitations; (c) independently developed by Recipient's employees; (d) known to Recipient prior to first receipt of same from Disclosure; or (e) hereinafter disclosed by the Disclosure to a third party without restriction of disclosure.
9. Each Disclosure warrants that it has the right to make the disclosures under this Agreement. NEITHER PARTY MAKES ANY EXPRESS WARRANTIES AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO INFORMATION DELIVERED HEREUNDER, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, WHETHER ARISING BY LAW, CUSTOM, OR CONDUCT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.



## Carleton University

By: Roseann O'Reilly Runte  
Name: Roseann O'Reilly Runte  
Title: President  
Date: October 12, 2012

## Dominican College

By: [Signature]  
Name (print): OUSNAME DIALLO  
Title: ACADEMIC SERVICES MANAGER  
Date: MAY 1ST, 2012

