

AFFILIATION AGREEMENT dated as of and with effect from December 11, 2018

(“Agreement”)

BETWEEN:

CARLETON UNIVERSITY (“CU”)

AND

**DOMINICAN UNIVERSITY COLLEGE / COLLÈGE UNIVERSITAIRE DOMINICAIN
 (“DUC”)**

WHEREAS:

1. The respective Academic Senates and Governing Boards of CU and DUC 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. DUC 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 DUC (the “**Parties**”) agrees that the 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) DUC’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 Affiliation.
7. In order to support the Agreement, MTCU requires, that (i) any DUC students applying for provincial operating grant funding must be registered at CU in an eligible program; (ii) DUC academic, non-vocational degrees in philosophy and theology be issued from the Senate of CU; the DUC degree will be recognized as a conjoint degree from both CU and DUC; and (iii) standards of admission, curriculum and graduation be established by the Senate of CU and the Academic Council of DUC pursuant to the Institutional Quality Assurance Process (IQAP) ratified for Carleton University by the Ontario Universities’ Council on Quality Assurance (“the Quality Council”) on September 25, 2015 as amended from time to time.
8. Each Party intends to comply with and abide by the MTCU rules, guidelines and requirements and all applicable laws.

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. DUC, although officially a bilingual institution, shall maintain its distinct heritage and identity in the Dominican tradition, and the Affiliation shall not derogate from DUC’s fundamental characteristics or duties. Schedule “A” attached hereto sets out matters relating to DUC 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. For greater certainty, the Parties agree that CU shall at no time be under any obligation or requirement to provide any services contemplated under this Agreement or otherwise in any language other than English.
- 1.4. The Affiliation will not include any of DUC’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 the *Freedom of Information and Protection of Privacy Act*.

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 Commercial General Liability insurance coverage acceptable to each Party and subject to limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property including loss thereof.
- 2.3. The insurance coverage required by this Agreement shall contain an endorsement to provide all Listed insured, including each Party to this Agreement, with prior notice of changes and cancellations. Evidence of insurance satisfactory to each Party shall be provided prior to the commencement of the Agreement or at time of execution. Each Party shall provide a Certificate of Insurance confirming the insurance coverage required in this Agreement, including naming the other party as an Additional Insured. All insurance policies required by this Agreement shall preclude subrogation claims by the Insurer against anyone insured thereunder.

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 DUC shall be paid to CU. CU shall thereafter pay to DUC 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 DUC 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 DUC in its capacity as a French language post-secondary educational institution shall be paid to DUC for its exclusive use without the payment by DUC 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. DUC shall provide to CU in a timely fashion, as and when required, any information necessary for CU to prepare any required reports. The Parties shall comply, on a timely basis, with any other reporting requirements set out in Schedule “C”.
- 3.5. DUC 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, requirements and any applicable law.
- 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. DUC 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 DUC shall receive a conjoint degree or diploma from both DUC and CU, provided the student qualifies for the degree and is approved for graduation by the Academic Council of DUC and the Senate of CU. The degree or diploma shall state that both DUC and CU are degree and diploma granting institutions.

- 4.5. The Parties shall promptly conduct all required quality assurance reviews 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 DUC and confirmed by the Quality Council.
- 4.6. Student support services available at each of DUC and CU are more particularly described in Schedule “D” of this Agreement.
- 4.7. For the duration of this Agreement DUC shall comply with the institutional and student records requirements of CU, as set forth in Schedule “E” – Registration and Student Records. In addition, CU will represent each Party in the OUAC system for all prospective students applying to DUC or CU.
- 4.8. Unless otherwise specified in writing, students registered within an approved program of study at either CU or DUC 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 DUC and CU. The terms and conditions of the periodic reconciliation of income for the cross-registration of students at CU and DUC, 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” – Library Services at DUC and at CU.
- 4.10. DUC 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 DUC 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 December 11, 2018 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 two (2) year’s written notice to the other Party. The notice of termination may be reduced to not less than one (1) year with written reasons. No student shall 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:

- i. Unless otherwise specifically provided for herein, all calculations to be made hereunder are to be made in accordance with GAAP (“Generally Accepted Accounting Principles”);
- ii. Any reference to currency is to Canadian currency;
- iii. 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; and
- iv. 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 neutral 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” - French Language Services

Schedule “B” - Administrative Services Agreement

Schedule “C” - Institutional Reporting

Schedule “D” - Student Support Services

Schedule “E” - Registration and Student Records

Schedule “F” - Library Services

Schedule “G” - Teaching and Learning Support Services

Schedule “H” - Faculty Services and Research Facilitation

Schedule “I” - Scholarships and Fellowships

7.4. **Disclaimer of Partnership.** The Parties disclaim any intention to create a partnership between them or to be an agent for the other Party 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 to be an 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**”). The Parties shall agree on the appointment of a single mediator to mediate the dispute within ten (10) business days of the Mediation Notice.

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 final and binding on the Parties and not subject to appeal, 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 and data protection legislation, as amended from time to time, including the *Freedom of Information and Protection of Privacy Act*.
- 7.9. **Confidential Information.** In connection with this Agreement, “**Confidential Information**” means any and all information, including, financial, scientific, student, registration, business and commercial information, customers, clients, suppliers, contractors, strategic partners, operations, processes, research and development, know-how, and intellectual property disclosed by a Party to the other Party and either: (i) identified by as being confidential (or similar designation); (ii) described as confidential at the time of disclosure or which would reasonably be considered to be confidential given the nature of the information and the circumstances of disclosure; (iii) observed or accessed by a party at the other party's facilities or premises; and (iv) any derivative of such Confidential Information.
- 7.10. **Obligations of Confidentiality.** The Parties shall:
- i. use the Confidential Information only to the extent necessary for purposes permitted by this Agreement and shall not, for any other purpose, use, copy (in whole or in

part), modify or adapt the Confidential Information in any way without the prior written consent of the disclosing Party;

- ii. treat all Confidential Information of the disclosing Party as the confidential and exclusive property of the disclosing Party and shall not disclose or distribute any Confidential Information (in whole or in part) to any third party without the prior written consent of the disclosing Party;
- iii. disclose the Confidential Information only to its employees, agents and advisors who need to know the Confidential Information for the Purpose and who are under written or fiduciary obligations of confidentiality, non-use and non-disclosure to the receiving Party on terms substantially similar to those imposed under this Article; and
- iv. take and establish reasonable steps to protect the Confidential Information received from the disclosing Party from unauthorized use, reproduction and disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential or proprietary information of a similar nature, but not less than a reasonable degree of care.

7.11. **Exceptions.** Notwithstanding the foregoing, the obligations of confidentiality shall not extend to Confidential Information that the receiving Party can show through documentary evidence:

- i. is or was already in its possession prior to disclosure by the disclosing Party;
- ii. is or becomes publicly known through no fault, act or omission of the receiving Party;
- iii. is or was lawfully received by the receiving Party from a third party without restriction as to its use or disclosure;
- iv. was independently developed by the receiving party without the benefit of the Confidential Information; or
- v. is required by law (including without limitation the *Freedom of information Protection of Privacy Act*), decision, order, subpoena, Government or regulatory requirement or other process of law (“**Legal Process**”) to be disclosed by the

receiving Party. The receiving Party shall, where possible and without violating any legal requirements, promptly notify the disclosing Party of such requirement prior to any disclosure and shall cooperate with the disclosing Party in seeking to oppose, minimize or obtain the confidential treatment of the requested disclosure to the extent of such order or as reasonably practicable. In any event, the receiving Party shall limit the disclosure of Confidential Information to the minimum extent requested by such Legal Process

7.12. **Return of Confidential Information.** Following the termination of this Agreement, the receiving Party shall:

- i. upon written request return to the disclosing Party or delete or destroy any and all parts of the Confidential Information provided by the disclosing Party in documentary or electronic form, together with any extracts, copies, summaries or other tangible embodiments thereof made by the receiving Party; and
- ii. may retain a copy of the Confidential Information of the disclosing Party provided it is solely required for purpose of meeting the receiving Party's ongoing obligations of nondisclosure and non-use or compliance with any Legal Process.

7.13. **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.

7.14. **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.

7.15. **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.

7.16. **Recitals.** The recitals set out above in this Agreement form an integral part of this Agreement.

7.17. **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.

- 7.18. **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 DUC and CU. Amendments to the Schedules may be made by the Executives Councils of DUC and CU. Approval of the MTCU shall be sought and obtained wherever necessary.
- 7.19. **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:

in the case of CU:

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

in the case of the DUC:

Office of the President
Dominican University 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.

- 7.20. **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.
- 7.21. **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.
- 7.22. **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.
- 7.23. **Time.** Time shall be of the essence of this Agreement.

Dated at Ottawa, Ontario as of and with effect from December 11, 2018.

CARLETON UNIVERSITY

DOMINICAN UNIVERSITY COLLEGE

Per: _____

Dr. Benoit-Antoine Bacon
President and Vice-Chancellor
Carleton University

Per: _____

Dr. Maxime Allard
President and Regent of Studies
Dominican University College

SCHEDULE “A”

French Language Services Dominican University College

WHEREAS the Dominican University College (“DUC”) has a distinct heritage and identity as a francophone, denominational institution in the Dominican tradition;

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

AND WHEREAS DUC has adopted a Politique d’Aménagement Linguistique (“PAL”) as its policy with respect to the provision of its programs of study and administration 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 and it is agreed by the Parties that CU is under no obligation to provide services in French to DUC, its staff or students;

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

- (i) DUC’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) DUC 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 DUC and CU, DUC shall continue to operate as a bilingual institution; however, French shall continue to be the working language of the DUC’s Board of Administration, the Academic Council and all faculties;
- (iv) DUC shall continue to provide direct administrative services in French and English;
- (v) All DUC employees shall be bilingual (French and English);
- (vi) DUC 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 DUC students; and;
- (vii) When possible CU may designate a bilingual employee within its administration to act as a liaison with DUC for all administrative services provided by CU in relation to DUC students.

SCHEDULE “B”

Administrative Services Agreement

Ongoing Fees to be Charged by Carleton

Dominican University College (DUC) agrees to pay to Carleton an administrative services fee equal to 5% of all provincial operating and special purpose grants, excepting those grants associated with maintaining bilingualism at DUC. This fee will be deducted from regular provincial grant payments payable to Carleton on DUC’s behalf. Carleton will provide DUC with a regular accounting of any such deductions. The services covered are itemized below.

One-Time Costs

DUC agrees to pay Carleton all reasonable one-time costs associated with the administrative costs of adjusting its current processes and procedures, if necessary, to implement any additional changes in procedures required by this Affiliation agreement or as agreed to by the Parties.

Adjustments to Grant Transfers to DUC

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 well as changes in government policy which may limit the grant paid regardless of enrolments. As the DUC and Carleton operating grants will be combined, Carleton will be responsible for calculating the amount of operating grant associated with DUC’s actual eligible enrolment and transferring this amount net of administrative fees.

As stated in this agreement, subject to approval, DUC 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 DUC. 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 DUC students taking courses at these institutions as a result of a DUC approved transfer will be billed to DUC.

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

(A more detailed description of how grant adjustments will be calculated is in the appendix to this schedule)

Services to be Provided by Carleton to DUC

A. REGISTRARIAL AND STUDENT RECORDS SERVICES

As per Schedule E of the Affiliation Agreement

B. COMPUTING AND COMMUNICATIONS SERVICES

- Support and administration of the integrated student information system (“SIS”). The SIS is 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

C. FACULTY OF GRADUATE AND POSTDOCTORAL AFFAIRS

- Support to DUC 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.)

D. 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

E. FINANCIAL SERVICES

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

F. STUDENT SUPPORT SERVICES

As per Schedule D of the Affiliation Agreement

G. LIBRARY SERVICES

As per Schedule F of the Affiliation Agreement

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 DUC. Where possible and upon request, Carleton will make its best efforts to assist DUC in such areas. However, any significant deployment of resources, as determined by Carleton in its sole discretion, will necessitate a contract requiring DUC to pay 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 Athletics

Any arrangement whereby DUC 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 DUC to contribute to the costs of the services or access to facilities.

3. Carleton students participate in the OC Transpo UPASS service and are obliged to contribute to this program. Subject to the approval of DUC students through a properly constituted referendum and the prior agreement of OC Transpo and Carleton, DUC may be able to participate in this program. This will require a separate agreement with OC Transpo and Carleton.
4. DUC 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.
6. Carleton and DUC will operate distinct and independent student recruitment, alumni relations, fund raising and endowment programs and such services are not part of this Agreement.

Language of Service is English

While recognizing that DUC is an officially bilingual institution, Carleton University operates in English only. DUC acknowledges and agrees that students and staff seeking services on Carleton's campus will receive service in English only. Wherever possible Carleton will provide support to DUC students through the intermediacy of a bilingual DUC employee. Carleton will make every reasonable effort to ensure that all official written communications to DUC students flows through DUC. DUC 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 DUC with Carleton.

Appendix: Grant Transfer Agreement Carleton/Dominican University College

General Principle

The transfer of provincial grants from Carleton to DUC 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 DUC will be passed on to the DUC minus the administrative services fee. Specific grants for francophone students will be passed on directly to DUC without a deduction for an administrative fee.

Carleton will flow to DUC, 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 DUC will reconcile the transfers between the institutions and any difference will be paid. The Parties recognize and agree that the amount and type of provincial grants are subject to change by the Ontario Government from time to time. In the event that the Ontario Government makes a significant change to the provincial grants, the Parties agree to discuss whether the Grant Transfer Agreement may need to be adjusted accordingly.

Administrative Services Fee

DUC agrees to pay to Carleton an administrative services fee equal to 5% of all net provincial operating and special purpose grants, excepting those grants associated with maintaining bilingualism at DUC. The administrative services fee charge may be changed at any time through mutual agreement. This fee will be deducted from regular provincial grant payments payable to Carleton as a result of the affiliation agreement between Carleton and DUC. Carleton will provide DUC with a regular accounting of any such deductions.

Enrolment Related Grants

Carleton will pass on to DUC all net grant revenue related to student enrolment, minus the administrative services fee. This will include the following grant categories MTCU under the revised corridor based grant funding formula for 2017/18:

- Core Operating Grant: \$2,903 per Weighted Grant Unit (WGU)
- Performance/Differentiation: \$261.70 per WGU

Based on the current weighting formula a three term full-time eligible for funding Masters students in DUC programs (Theology and Philosophy) generates 4.2 WGUs (1.4/term); an equivalent Ph.D. student generates 9.6 (3.2/term) WGUs. Undergraduate students generate 1 or 1.9 WGUs per term depending on the program and year level of study (Upper year Honours students generate 1.9 WGUs).

The Performance/Differentiation grant is fixed at the current value for the period of the Strategic Mandate Agreement-2(SMA2), that is, until 2019/20 – in subsequent years this grant may fluctuate based on metrics determined by negotiation between the university sector and MTCU. Carleton will transfer the amount of the Performance/Differentiation grant per WGU based on the value determined from time-to-time for Carleton University. An additional part of the Performance/Differentiation grant relates to ‘mission specific’ grants, which includes the Bilingualism grant associated with DUC. This grant will be passed through to DUC unaltered.

There remain a small number of ‘Special Purpose’ grants. Some of these grants are, paid on a per-capita or FTE basis – Carleton will transfer these grants to DUC on the same per-capita/per FTE basis as they are determined. Current examples of these grants paid to Carleton are:

- Grant in lieu of Municipal Taxation
- Women’s Campus Safety grant

Additionally the ‘International Student Recovery’ (ISR) is charged for international students attending Carleton/DUC – the amount required to pay the ISR will be deducted from the transfer of grant.

MTCU 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 the provincially determined WGU value (\$3,164.70) times the eligible WGUs. The initial base year (2011/12) count for eligible undergraduate BIUs at DUC was 41.295 – this would translate into 53.895 WGUs. Subsequent to this year, DUC did not achieve this number of WGUs and in the 2016/17 academic year – the year used to determine the current undergraduate funding limit under SMA2 – DUC accumulated 34.2 undergraduate WGUs. While the 2016/17 eligible WGU enrolment has set the current WGU funding limits, Carleton will transfer grant at the above stated WGU rate (or the rate in place for the relevant year) up to the 2011/12 limit of 54 WGUs. In practice, Carleton will transfer the WGU grant at the actual measured number of WGUs obtained by DUC. If DUC undergraduate enrolment grows above the 54 WGU limit Carleton will transfer WGU grant only if it has available WGU ‘space’ under the current funding arrangement in place with MTCU in the relevant year. Under the current corridor funding system, Carleton would not have available WGU grant to transfer to DUC above the 54 limit.

MTCU Graduate Enrolment Related Grants

Graduate enrolment for grant eligible Master’s and Ph.D. students is capped by the provincial government under a related mechanism to the corridor funding model. The base funding cap for DUC Master’s and Ph.D. students was set at time of affiliation according to the rate funded by the provincial government. Preliminary eligible graduate Fall FTE enrolments for DUC graduate students was:

Master's 12; Ph.D. 23 Fall FTEs

These would translate to Master's 50.4 WGU's (1.4 WGU's per term); Ph.D. 220.8 WGU's (3.2 WGU's per term). Carleton will transfer grant up to these WGU levels – actual transfer will be dependent on DUC measured eligible WGU enrolment in a given academic/funding year.

In addition, under the current cap set by MTCU Carleton has space to fund DUC up to the following Fall FTES (annual WGU's) for the next two years:

	2018/19		2019/20	
	Fall Eligible FTEs	Annual WGU's	Fall Eligible FTEs	Annual WGU's
Master's	30	126	35	147
Ph.D.	23	221	25	240

The fall FTE limit is given as a guide while all actual transfers will be made based on WGU counts. The limit for 2020/21 and beyond will be established once the cap limits have been negotiated with MTCU. WGU grant transfers will be made minus the administrative fee. Regardless of the stated WGU limits, if Carleton has available cap space, grant will be transferred for all WGU's above the stated limits for which Carleton receives funding from MTCU.

The transfer of grant for one year does not guarantee future transfers for the given number of WGU's – the transfer is determined independently for each year and is dependent on the annual eligible WGU's in relation to the joint graduate caps.

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

The Ontario government has announced a program that allows grant funding for a number of international PhD students – the current limit is 10% of the allocated domestic PhD spaces for Carleton University. The international PhD students that are grant eligible must be charged domestic tuition fees. By the end of SMA2 Carleton/DUC will be allocated, at maximum, 78 spaces for conversion of international students to domestic funded status. DUC's proportional share would be less than one student, however, to facilitate decision-making, Carleton will allocate two international PhD spaces to DUC for conversion. DUC will need to co-ordinate with the office of the Dean of Graduate and Postdoctoral Affairs to ensure the chosen students are appropriately registered. These students will be counted in the cap for Eligible FTEs as noted above.

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

As stated in this agreement, subject to approval, DUC 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 DUC. 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 1st year B.A. (General – three year program) student at Carleton. The transfer for graduate students will be calculated using the 1st 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 different types of student. If the transfer calculation does not determine a net distribution (in either direction) greater than \$2,000, no transfer will take place.

(2017-18 rates used in the examples below)

Undergraduate (per ½ credit: 12 week, one term course): Tuition: $1307/2 = \$653.50$
Base Grant: $(3164.70)/10 = \$316.47$
Total ‘charge’: $(653.50 + 316.47)/2 = \$484.99$

Graduate (per ½ credit: 12 week, one term course): Tuition: $972 = \$972.00$
Base Grant: $(13291.74)/10 = \$1,329.17$
Total ‘charge’: $(972+11329.17)/2 = \$1150.59$

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

Reference Table:

DUC Annual Eligible FTE Enrolment
 Campus: Dominican
 Count Dates: Provincial
 Measures: FFTE (Fiscal
 Full-time Equivalent)
 Eligibility: Eligible

Time (Academic Year)		2017/ 18	2016/ 17	2015/ 16	2014/ 15	2013/ 14	2012/ 13
MCU Category (Level)	MCU Category (MCUCAT)						
Total	Total	99.8	116.5	98.8	123.4	120.5	94.5
	Arts General (103D)	3.6	2.5	6.2	6.2	3.2	4.0
	Arts General (103U)	16.7	13.9	15.9	14.5	8.6	6.0
	Arts, Upper Year	3.8	8.7	3.6	7.1	9.0	13.0
	Humanities (252M)	23.9	25.3	16.0	24.0	18.0	9.0
	Humanities (252P)	24.0	25.0	18.0	22.0	25.0	18.0
	Theology (129D)	1.3	1.6	1.2	1.4	1.0	1.1
	Theology (129U)	4.5	7.5	6.9	8.1	12.7	14.4
	Theology (284M)	5.0	11.0	11.0	15.0	16.0	12.0
Theology (284P)	17.0	21.0	20.0	25.0	27.0	17.0	
Graduate	Total	69.9	82.3	65.0	86.0	86.0	56.0
	Humanities (252M)	23.9	25.3	16.0	24.0	18.0	9.0
	Humanities (252P)	24.0	25.0	18.0	22.0	25.0	18.0
	Theology (284M)	5.0	11.0	11.0	15.0	16.0	12.0
	Theology (284P)	17.0	21.0	20.0	25.0	27.0	17.0
Undergraduate	Total	29.9	34.2	33.8	37.4	34.5	38.5
	Arts General (103D)	3.6	2.5	6.2	6.2	3.2	4.0
	Arts General (103U)	16.7	13.9	15.9	14.5	8.6	6.0
	Arts, Upper Year	3.8	8.7	3.6	7.1	9.0	13.0
	Theology (129D)	1.3	1.6	1.2	1.4	1.0	1.1
	Theology (129U)	4.5	7.5	6.9	8.1	12.7	14.4

Note:2012/13 excludes the summer term.

MCUCAT codes: D-> Diploma; U-> Undergraduate; M->Masters; P-> Ph.D.

SCHEDULE “C”

Institutional Reporting

WHEREAS both Carleton University (“CU”) and Dominican University College (“DUC”) have various financial, statistical, and other reporting requirements to be made on a periodic basis to various governmental authorities, both provincial and federal;

AND WHEREAS CU, as the host university, is obligated to report on funding sources flowing exclusively to DUC as an affiliate;

The Parties hereby agree:

- (1) To cooperate in any manner necessary in order to meet all reporting obligations in a timely manner;
- (2) DUC undertakes to fulfil in a timely manner any and all reporting obligations with respect to its status as a bilingual institution; and
- (3) That CU and DUC may enter into a Memorandum of Understanding (MOU) with respect to the codification of their respective institutional reporting requirements. Such MOU would ordinarily identify each program/grant, specify the informational requirements to be captured in each report, and detail various reporting deadlines set by the governmental authority.

SCHEDULE “D”

Student Support Services

WHEREAS both Dominican University College (“DUC”) and Carleton University (“CU”) are dedicated to supporting student achievement in learning and responsible citizenship;

AND WHEREAS DUC has limited resources with respect to student support services;

The Parties hereby agree that:

- (1) CU may provide student support services to DUC students on a case-by-case basis in the areas of housing, mental health, well-being awareness, academic accommodation, and career supports where the expertise is available at CU and no additional resource allocation is required by CU. The Parties shall mutually agree on the cost of the provision of such services or any associated ancillary fees to be paid by DUC prior to CU providing any services;
- (2) The DUC student association, currently designated as Association des étudiants du Collège dominicain d’Ottawa (AECDO), may hold periodic referenda with respect to charges by CU or DUC for specific student support services. Any such referenda that contemplate the provision of student support services by CU shall require the prior approval of the Vice-President (Academic) at DUC and the Vice-President (Students and Enrolment) at CU. Such referenda shall be binding on all members of AECDO, or any successor student association. With respect to any AECDO referenda, DUC shall be responsible for complying with the Ontario government’s ancillary fee guidelines;
- (3) CU may provide access to DUC Faculty members, staff, and students to any information sessions, training programs, or support services where such access results in no additional cost or resource allocation by CU;
- (4) CU may provide any necessary identification to registered DUC students, such as a MyCarleton card, that is required for access to any agreed upon student support service, such as a CU athletic facility, where the Parties agree on the cost of the provision of such service;
- (5) CU and DUC will review on an annual basis the provision of student support services. CU may cease providing, on at least four (4) months written notice to DUC, student support services in the event CU determines it no longer has the resources or expertise available.

SCHEDULE “E”

Registration and Student Records

Applications

Carleton University (CU) will represent Dominican University College (DUC) at the Ontario University Applications Centre (OUAC) and ensure that prospective applicants to DUC will be able to apply to DUC as part of the normal application process for Ontario universities. Current information about DUC 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 DUC for application decisions. DUC will be responsible for all communications with the applicant. DUC will be responsible for entering all necessary information in the CU 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 CU and DUC will be processed according to the normal rules established at each institution and may receive offers of admission from both institutions.

Registration

CU will ensure that a full catalog of DUC courses is available on the Banner system.

DUC will be responsible for ensuring that all students are registered appropriately for their programs using the CU Banner SIS. DUC students will be clearly identified in the SIS so that DUC student records can be readily excluded from most of the automatic processes applied to CU student records.

DUC will ensure that tuition fee payments are made and recorded in Banner according to the rules established by DUC – such rules to be harmonized with those at Carleton.

Student Records

DUC will be responsible for entering grades for DUC students after they have completed the requirements for each course.

DUC will be responsible for determining that a DUC student is eligible for promotion and graduation and for applying any academic sanctions, according to the rules established by DUC’s Academic Council.

From the date of affiliation, CU will maintain all DUC student records in a secure and confidential environment indefinitely.

CU and DUC will make arrangements to retrospectively convert DUC student records for an agreed period prior to affiliation to include all students currently enrolled in a DUC program of

study.

For those students enrolled at DUC at the time of affiliation and in subsequent years, CU will provide DUC student transcripts upon request following the procedures already established for CU students. DUC will continue to provide transcripts for students who graduated and left DUC before affiliation.

Graduation

CU will produce trilingual degree certificates for all DUC students graduating at the annual DUC convocation.

SCHEDULE “F”

Library Services

WHEREAS Carleton University (“CU”) and Dominican University College (“DUC”) originally entered into an Affiliation Agreement, effective May 1, 2012;

AND WHEREAS the Parties are desirous, in the renewal of the original Affiliation Agreement 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 by CU and DUC;
- (2) THAT the faculty, students, and staff of DUC will have access to selected electronic databases as may be permitted by their respective license and that this access will be available on the DUC campus;
- (3) THAT CU and DUC will have comparable policies with respect to any penalties, fines and restrictions on borrowing privileges associated with a breach of those privileges;
- (4) THAT any excess availability of cubicles and study areas at CU and DUC will be arranged on an ad hoc basis between the CU University Librarian and the DUC Head Librarian; and
- (5) THAT the CU University Librarian and the DUC Head Librarian will meet at least yearly to address issues arising from the provision of library services to faculty, students and staff at the other institution.

SCHEDULE “G”

Teaching and Learning Support Services

WHEREAS both Dominican University College (“DUC”) and Carleton University (“CU”) are both communities of scholars dedicated to teaching, learning, and research;

AND WHEREAS the Parties agree that access to professional development is crucial to maintaining the highest standards of teaching and learning;

The Parties to the Affiliation Agreement hereby agree and recognize that:

- (1) CU will provide DUC with access to at least two professional development slots per year for faculty and at least two slots per year for student teaching assistants. Additional slots will be provided by CU contingent on availability;
- (2) DUC Faculty and students would be granted University Teaching Certificates, Preparing to Teach Certificates, and Certificates in Teaching Assistant Skills by CU upon the successful completion of any professional development courses;
- (3) CU will provide DUC access to its open source learning management system (LMS) via its eCarleton online platform. In event that there is a cost to access or use the LMS, DUC shall pay Carleton its proportionate share for DUC’s access and use of the platform;
- (4) CU will collaborate with DUC on any submissions of funding proposals to eCampus Ontario and provide support for online course development of funded projects through eCampus Ontario; and
- (5) Where feasible, and on the basis of availability, the Parties provide access, to both Faculty and staff, to any training and support opportunities that enhance the ability of both Parties to comply with and promote institutional policies and relevant Ministry legislation, regulations, and guidelines.

SCHEDULE “H”

Faculty Services and Research Facilitation

WHEREAS both Dominican University College (“DUC”) and Carleton University (“CU”) are both communities of scholars dedicated to teaching, learning, and research;

AND WHEREAS the Parties agree that access to professional development and research facilitation is crucial to maintaining the highest standards of teaching and learning;

AND WHEREAS DUC has limited resources with respect to research initiatives and services for its Faculty members;

The Parties hereby agree that:

- (1) CU will grant DUC Faculty members access and support for research initiatives and services through the Carleton Office for Research Initiatives and Services (“CORIS”), including but not limited to, identifying and securing funding sources and contracts, developing proposal budgets, and accessing the research funding newsletter;
- (2) CU will provide DUC Faculty with research guidance and facilitation with respect to external funding sources such as, for example, the Social Sciences and Humanities Research Council of Canada; and
- (3) To support joint funding initiatives between CU and DUC.

SCHEDULE “I”

Scholarships and Fellowships

WHEREAS both Dominican University College (“DUC”) and Carleton University (“CU”) are communities of scholars dedicated to teaching, learning, and research;

AND WHEREAS the Parties agree that access to scholarships and fellowships is fundamental to supporting students at the undergraduate and graduate levels to achieving excellence in teaching and learning;

The Parties hereby agree that:

- (1) CU will allot to DUC three (3) Ontario Graduate Scholarships, and two (2) reversions, on an annual basis;
- (2) CU will allot to DUC on an annual basis two (2) international Ph.D. registrations under its International Doctoral Excellence (“IDE”) program provided that the IDE, or any corresponding program, remains in effect; and
- (3) The Parties will review on an annual basis the allotments to DUC under the federal and provincial programs covered by this Schedule.