

Contract/File: 2017-29
Project Title: A Framework for Data Sharing in Academic Collaborations and Pathways

Agreement

THIS AGREEMENT made in duplicate as of the 10 March 2017.

BETWEEN: The Ontario Council on Articulation and Transfer (“ONCAT”)
and York University (the “Contractor”)

ONCAT and the Contractor agree as follows:

Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

“**Agreement**” means this agreement, including Schedule A, Schedule B, Schedule C and any other schedule attached at the time of execution and all amendments, additions or modifications to such documents made in accordance with the terms of the Agreement;

“**Contractor’s Intellectual Property**” means Intellectual Property owned by the Contractor prior to its performance under the Agreement or created by the Contractor during the Term of the Agreement independently of the performance of its obligations under the Agreement;

“**Deadline Date**” means 15 March 2018 or, if the original Term is extended in accordance with Section 1.2, the final date of the extended Term;

“**Deliverables**” means the deliverables described in Schedule A attached hereto;

“**Designated Contractor Representative**” has the meaning set forth in Section 13.1;

“**Designated ONCAT Representative**” has the meaning set forth in Section 13.1;

“**Designated Representative**” means Designated Contractor Representative and Designated ONCAT Representative;

“**Final Report**” means the final report described in Schedule A attached hereto;

“**Financial Statement**” means a detailed breakdown of the funding provided by ONCAT and expenses incurred by the Contractor, including any authorized disbursements paid by ONCAT to the Contractor.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c F31, including any further amendments thereto;

“**Fiscal Year**” means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

“**Intellectual Property**” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“**Interim Report**” means the interim report described in Schedule A attached hereto, a form of which is attached in Schedule C attached hereto;

“**ONCAT Parties**” means ONCAT, its Board of Directors, Secretariat, officers, agents, appointees and employees; and the directors, officers, agents, appointees of the Ministry of Training, Universities and Colleges and the Ministry of Education;

“**Party**” means ONCAT or the Contractor. “Parties” mean ONCAT and the Contractor;

“**Personal Information**” has the meaning specified in subsection 2(1) of FIPPA, and includes all such information obtained by the Contractor hereunder;

“**Proceeding**” means any action, claim, demand, lawsuit, or other proceeding;

“**Project**” means the project described in Schedule A attached hereto;

“**Term**” has the meaning set forth in Section 1.1;

“**Third-Party Intellectual Property**” means any Intellectual Property owned by a party other than ONCAT or the Contractor; and

1.0 Schedules and Term

This Agreement includes the following schedules (collectively, the "Schedules"): Schedule "A" - TERMS OF REFERENCE, PROJECT AND DELIVERABLES; Schedule "B" – PROJECT BUDGET AND PAYMENT SCHEDULE, and Schedule "C" – FORM OF INTERIM REPORT.

1.1 This Agreement will be in effect from 10 March 2017 up to and including 15 March 2018, unless extended in accordance with Section 1.2 or earlier terminated in accordance with Section 8 (the “**Term**”).

1.2 The Term may be extended upon mutual agreement of the Parties in writing prior to the Deadline Date.

1.3 Time will be of the essence and the Contractor agrees to adhere to the time frames, if any, set out in Schedule A attached hereto.

2.0 Description of Project

2.1 The Contractor will complete the Project and provide the Deliverables as set out in the Schedule A attached hereto.

3.0 Cost and Billing

3.1 In consideration of the obligations to be performed by the Contractor under this Agreement, ONCAT will pay the Contractor the fees in accordance with the following, up to an aggregate amount that will not exceed \$67,925:

- (i) Initial Amount: Upon signing of this Agreement, ONCAT will pay the Contractor Payment 1 listed in Schedule B attached hereto;
- (ii) Interim Report: Along with the Interim Report, the Contractor will submit an invoice to the Designated ONCAT Representative, for Payment 2 listed in Schedule B attached hereto. Within 30 days of approval of the Interim Report by the Designated ONCAT Representative, ONCAT will pay the Contractor the invoiced amount; and
- (iii) Final Report: Along with the Final Report, the Contractor will submit a detailed Financial Statement and an invoice to the Designated ONCAT Representative for the lesser of: (A) Payment 3 listed in Schedule B attached hereto or (B) an amount equal to the amount of expenses incurred by Contractor in connection with the Project not covered by Payment 1 and Payment 2. Within 30 days of approval of the Final Report by the Designated ONCAT Representative, ONCAT will pay the Contractor the invoiced amount.

3.2 It is agreed that ONCAT may request that the Contractor present the findings of the project during or after the completion of the project. All requests from ONCAT to the Contractor shall be in writing.

3.3 ONCAT will reimburse reasonable and actual travel and accommodation expenses associated with the Project and/or the Deliverables to the extent that such expenses were pre-authorized by ONCAT and the Contractor adhered to ONCAT's general travel policy (which shall be provided to the Contractor by ONCAT upon the Contractor's request), provided that the aggregate amount of funding provided by ONCAT to Contractor hereunder (including in respect of any amounts to be reimbursed) does not exceed the sum of Payment 1, Payment 2 and Payment 3.

3.4 Any funds provided by ONCAT to the Contractor that were not used in connection with the Project at the end of the Term must be returned by the Contractor to ONCAT within ten (10) business days following the end of the Term.

4.0 Reporting Requirements

4.1 The Contractor will submit the Interim Report in the form provided in Schedule C attached hereto to the Designated ONCAT Representative in accordance with the timeline set out in Schedule A attached hereto.

4.2 The Final Report (including an executive summary) will be submitted by the Contractor

upon completion of the Project to the Designated ONCAT Representative as further described in Schedule A attached hereto.

5.0 Financial Records

5.1 The Contractor will keep and maintain proper financial records and books of account during the Term and for a period of seven years after the expiry of the Term. The Contractor will furnish forthwith all information which may be required by ONCAT at any time with respect to costs claimed as related to this Agreement.

5.2 The Contractor will give ONCAT and its agents or auditors access to any and all records related to the Project and/or Deliverables including, but not limited to, the information set out in Section 5.1, in such manner and at such times as ONCAT deems appropriate, to permit ONCAT or its agents or auditors, at ONCAT's own expense, to review, inspect, monitor and audit the performance of the Contractor's obligations under this Agreement.

6.0 Personnel

6.1 The Contractor agrees that to the extent that specific individuals are named in Schedule A attached hereto as being responsible for the Deliverables, only those individuals shall provide the Deliverables under this Agreement. The Contractor shall not replace or substitute any of the individuals named in this Agreement without the prior written approval of the Designated ONCAT Representative. Should the Contractor require the substitution or replacement of any of the individuals named in this Agreement, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in this Agreement. The Contractor shall not claim fees for any replacement individual greater than the applicable fees established under this Agreement.

6.2 The Contractor is an institution, organization or a consulting agency, and neither the Contractor nor the employees or agents of the Contractor will be construed as ONCAT employees. Acceptance of this Agreement does not constitute appointment under the *Public Service of Ontario Act, 2006*. The Contractor is not and will not hold itself out as an agent, employee or partner of ONCAT.

6.3 As between ONCAT and the Contractor, the Contractor is solely responsible for all legally required employer and employee contributions and deductions for itself and for its staff, including Worker's Compensation, Canada Pension Plan, Unemployment Insurance and federal and provincial income taxes.

7.0 Limitation of Liability and Indemnification

7.1 Subject to Section 7.2, neither the ONCAT Parties nor the Contractor will be liable to the other for any injury, death or property damage sustained by either Party (and, in the case of ONCAT, any damage sustained by any ONCAT Parties), their respective subcontractors, employees or agents or for any claim by any third party against either Party (and, in the case of ONCAT, the ONCAT Parties), their respective subcontractors, employees or agents, unless it was caused by the gross negligence or wilful act of an employee or agent of the other Party while acting within the scope of his or her employment or agency respectively.

7.2 The Contractor and its subcontractors hereby agree to indemnify and hold harmless the ONCAT Parties from and against any and all actions, causes of action, claims, demands, proceedings, losses, judgments, costs and expenses (including, without limitation, reasonable legal fees) and for any and all liability for damages to property and injury to persons (including death), of whatever kind and nature, by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to the operations described in this Agreement.

7.3 Upon becoming aware of any Proceeding which is the subject of indemnification under this Agreement, ONCAT shall promptly notify the Contractor of the Proceeding (although failure to so notify the Contractor shall only relieve the Contractor of its obligations to the extent it is prejudiced). The Contractor shall at its own cost and expense defend against the Proceeding and any related settlement negotiations, except that the ONCAT Parties shall, at the Contractor's expense, be entitled to take any reasonable action in connection with such defence that such ONCAT Parties deem necessary if the Proceeding may reasonably have an impact on its reputation or business, provided that such ONCAT Party consults with the Contractor prior to any such action. At the sole cost and expense of the Contractor, ONCAT shall take all reasonable steps to co-operate with the Contractor in the defence of such Proceeding.

8.0 Insurance

8.1 During the Term, the Contractor will, and will cause its subcontractors to, at their own cost and expense, obtain and maintain in full force and effect, necessary and appropriate insurance coverage that a prudent person in the business of the Contractor would maintain. The Contractor is responsible for its own insurance and is not covered by the Province of Ontario's insurance program. No protection will be afforded to the Contractor by ONCAT or the Government of Ontario for any claims that may arise out of this Agreement.

9.0 Termination by ONCAT

9.1 In the event that the Contractor fails to proceed diligently with completing the Project and/or Deliverables, or if the Project is abandoned in whole or in part by the Contractor, or if the Contractor is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, or in the event that the Contractor is prevented from carrying out its obligations due to the default of a third party, or arising as a result of the insolvency, bankruptcy or liquidation of the Contractor, ONCAT may, by giving notice in writing to the Contractor, exercise any or all of the following remedies:

- a) immediately terminate this Agreement (including the obligation, if any, on the part of ONCAT to pay any further monies); and
- b) require the Contractor to reimburse ONCAT for any unspent and uncommitted sums advanced by ONCAT.

In the event of such termination, ONCAT may, in its sole discretion, pay to the Contractor the actual costs of the portion of the Project completed satisfactorily to the date of termination.

9.2 If ONCAT, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Contractor the opportunity to remedy the breach, ONCAT may give the Contractor written notice of:

- a) the particulars of the breach; and
- b) the period of time within which the Contractor is required to remedy the breach.

9.3 If ONCAT has provided the Contractor with an opportunity to remedy the breach, and:

- a) the Contractor does not remedy the breach within the time specified in the notice;
- b) in the sole opinion of ONCAT the Contractor cannot completely remedy the breach within the time specified in the notice or such further period of time as ONCAT considers reasonable; or
- c) the Contractor is not proceeding to remedy the breach in a way that is satisfactory to ONCAT;

ONCAT may immediately terminate this Agreement.

9.4 ONCAT reserves the right to terminate this Agreement without cause prior to its expiration, upon such conditions as ONCAT may determine, with a minimum of 14 days written notice to the Contractor. If ONCAT terminates the Agreement prior to its expiration, ONCAT will only be responsible for the payment of the costs and non-cancellable commitments incurred by the Contractor in connection with this Agreement up to and including the date of any such termination.

9.5 ONCAT will not by termination waive any rights or remedies it may have at the date of termination. Termination will not relieve the Contractor from the Contractor's warranties and other responsibilities under this Agreement up to and including the date of termination.

9.6 Upon termination, the Contractor will give ONCAT everything produced by the Contractor in attempting to carry out this Agreement, and will return everything supplied to the Contractor by ONCAT.

10.0 Intellectual Property

10.1 The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by ONCAT to the Contractor shall remain the sole property of ONCAT at all times.

10.2 Subject to Section 10.1, ONCAT agrees that all Intellectual Property and every other right, title and interest in the raw data, research, processes, technology, programs, reports, and inventions conceived or produced by the Contractor in the performance of this Agreement, including the Deliverables, will remain Contractor's property at all times.

10.3 The Contractor shall not use any insignia or logo of ONCAT except where required to

provide the Deliverables, and only if it has received the prior written permission of ONCAT to do so.

10.4 The Contractor grants to ONCAT an irrevocable, perpetual, worldwide, non-exclusive, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce, distribute, publicly display, prepare adaptations and derivative works of, incorporate into other works, and otherwise use the Deliverables; and (b) to authorize other persons, including agents, contractors or sub-contractors, to do any of the former on behalf of ONCAT.

10.5 The Contractor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Contractor further represents and warrants that it has obtained all requisite licenses with respect to any Contractor Intellectual Property and Third-Party Intellectual Property and that any rights of integrity or any other moral rights associated therewith have been waived with respect to everything developed for or provided to ONCAT in connection with the Project and the Deliverables.

10.6 This Section shall survive the expiry or early termination of this Agreement.

11.0 Representations and Warranties

11.1 The Contractor is an institution, organization or a consulting agency, wholly owned, directly and indirectly, by persons resident in Canada. The Contractor is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement.

11.2 All work performed in connection with the Project and the Deliverables will be performed diligently and to a high standard of professional competence and will be suitable for the purpose specified in Schedule A attached hereto.

11.3 The Contractor warrants that it and all of its subcontractors will comply with all federal, provincial and municipal laws or regulations, or any orders, rules or by-laws applicable to its obligations hereunder and without limiting the generality of the foregoing, the Contractor and its subcontractors will comply with all laws necessary to ensure full compliance with all of the terms and conditions of this Agreement.

11.4 The Contractor represents and warrants that if the Contractor is or becomes subject to any privacy legislation during the term of this Agreement, the Contractor will be solely responsible for compliance with such legislation.

11.5 All representations, warranties, covenants and limitations of liability in this Agreement will continue in force after the termination or expiry of this Agreement.

12.0 Conflict of Interest

12.1 The Contractor, any of the subcontractors and any of their respective advisors, directors, officers, employees, agents and volunteers will use reasonable efforts to ensure that the Contractor's obligations hereunder are performed without a conflict of interest (actual, perceived or potential in the sole opinion of ONCAT) by any person associated with the Contractor in whatever capacity.

12.2 The Contractor will disclose to ONCAT without delay any situation that may be reasonably interpreted as either an actual, perceived or potential conflict of interest. A breach of this Section 12.2 by the Contractor will entitle ONCAT to terminate the Agreement, in addition to any other remedies that ONCAT has in the Agreement, in law or in equity.

13.0 Confidential Information

13.1 In this Agreement, the term "Confidential Information" means any and all data or information including specifications, documents, correspondence, research, software, secrets, discoveries, ideas, know-how, designs, drawings, technical information and all information concerning the operations, affairs and businesses of ONCAT, the financial affairs of ONCAT, the relations of ONCAT with third parties and materials prepared by the Contractor under this Agreement. Confidential Information also includes any data or information described above which either Party has obtained from a third party and which either Party treats as proprietary or designates as Confidential Information, whether or not owned or developed by ONCAT. Confidential Information will be identified by the disclosing Party at the time of disclosure, either orally or in writing, as confidential, either at the time of disclosure or, if disclosed orally, confirmed in writing within fifteen (15) days following the original disclosure.

13.2 During and following the Term, the Parties shall: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of its board of directors, secretariat, officers, employees, students, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the disclosing Party and (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party; (d) provide Confidential Information to the disclosing party on demand; and (e) return all ONCAT Confidential Information to the disclosing Party before the end of the Term, with no copy or portion kept by either Party.

13.3 Neither Party shall copy any Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the either Party, the receiving Party must reproduce all notices which appear on the original.

13.4 The Parties acknowledge that breach of any provisions of this Section may cause irreparable harm to the other Party or to any third-party to whom the disclosing Party owes a duty of confidence, and that the injury to either Party or to any third-party may be difficult to calculate and inadequately compensable in damages.

13.5 If either Party or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Confidential Information, that Party will provide the other Party with prompt notice to that effect in order to allow the other Party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure. The Party legally compelled to disclose shall co-operate with the other Party and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Party legally compelled to disclose will disclose only that portion of the Confidential Information which the Party is legally compelled to disclose, only to such person or persons to which the Party is legally compelled to disclose. The obligations contained in this Section shall survive the termination or expiry of the Agreement.

14.0 Representatives

14.1 The Designated ONCAT Representative for this Agreement will be Lia Quickert, Interim Executive Director or such other individual as ONCAT may appoint. The Designated Contractor Representative will be Paula Green, Manager, York Seneca Partnership, York University or such other individual as Contractor may appoint. ONCAT and the Contractor will notify each other in writing of any change to the Designated Representative.

15.0 Communications and Publicity

15.1 Any communications, publicity or publications related to this Agreement shall be at the sole discretion of ONCAT. ONCAT may, in its sole discretion, acknowledge the Deliverables provided by the Contractor in any such publicity or publication. The Contractor shall not make use of its association with ONCAT without the prior written consent of ONCAT.

15.2 Notwithstanding Section 15.1, the Contractor may for academic purposes only, use or present any portion of the Project, including, without limitation, statistical data (including data in tabular form), analysis and research acquired, developed by the Contractor in the course of performing research under this Agreement, for publication or presentation, provided that the Contractor agrees not to make the results of the research public until ONCAT has met its internal and external communication obligations. ONCAT in turn agrees to see to these obligations expeditiously. Any publication pursuant to this Section 15.2 must include the following statement "Funding for this research was provided by the Ontario Council on Articulation and Transfer. The opinions, findings, conclusions and recommendations expressed are those of the authors and do not necessarily reflect the views of the Ontario Council on Articulation and Transfer."

15.3 The Contractor agrees to provide a written notice to ONCAT if the Contractor makes any disclosure pursuant to Section 15.2.

15.4 For further clarification, notwithstanding anything to the contrary in this Agreement, the Contractor shall not, at any time directly or indirectly communicate with the media or issue a press release in relation to this Agreement, the Project, or the Deliverables unless it has first obtained the express written authorization to do so by ONCAT.

15.5 The Contractor agrees that during the term of this Agreement and for a period of twelve (12) months following its expiration, the Contractor shall provide to ONCAT such assistance or

information as it may require in responding to media inquiries or interest with respect to the Project and/or Deliverables.

15.6 This Section shall survive the expiration of this Agreement.

16.0 Governing Law

16.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein.

17.0 Severability of Provisions

17.1 All provisions in this Agreement will be severable. If any term or condition of this Agreement is to any extent declared invalid or unenforceable, the remainder of the Agreement will not be affected.

18.0 Waiver

18.1 ONCAT's failure to insist in one or more instances upon the performance by the Contractor of any of the terms or conditions of the Agreement, will not be interpreted as a waiver of ONCAT's right to require future performance of any such terms or conditions, and the obligations of the Contractor with respect to such terms or conditions, and the obligations of the Contractor with respect to such future performance will continue in full force and effect.

18.2 A waiver of any failure to comply with any term of this Agreement must be written and signed by the aggrieved Party. Each waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

19.0 Enurement

19.1 This Agreement will enure to the benefit of and be binding upon the successors and assignees of ONCAT and upon the heirs, successors and assignees of the Contractor approved by ONCAT under Section 20.

20.0 Assignment of Agreement

20.1 The Contractor shall not assign this Agreement, without the prior written consent of the Designated ONCAT Representative. No assignment will relieve the Contractor from the obligations under this Agreement or impose any liability upon ONCAT to any assignee. In the event that the Contractor undergoes a change in control, the Contractor shall immediately disclose such change in control to ONCAT and shall comply with any terms and conditions subsequently prescribed by ONCAT resulting from the disclosure.

21.0 Retention of Subcontractors

21.1 No subcontractor will relieve the Contractor from the obligations under this Agreement or impose any liability upon ONCAT to any subcontractor.

22.0 Amendment of Agreement

22.1 At any time prior to its expiry, this Agreement may be amended by a document in writing, dated and signed on behalf of ONCAT and the Contractor.

23.0 Notices

23.1 Any notice to be given under this Agreement will be personally delivered, sent by prepaid registered mail addressed to the parties at their respective addresses, by email (read receipt requested) or by facsimile transmission as follows:

If to ONCAT:

The Ontario Council on Articulation and Transfer
Attn: Lia Quickert, Interim Executive Director
180 Dundas Street West, Suite 1902, Toronto, ON, M5G 1Z8
Email: lquickert@oncat.ca

If to Contractor:

York University
Attn: Paula Green, Manager, York Seneca Partnership
Address: 4700 Keele Street, 938 Kaneff Research Tower Toronto ON M3J 1P3
Email: pgreen@yorku.ca

The Parties may designate a different address, email address, or fax number to one another at any time by providing written notice of same in accordance with this Section 23. Notice will be deemed to have been received, in the case of mail, on the fourth working day after the notice was mailed and in the case of personal delivery, email, or fax, on the date on which the notice was delivered or transmitted.

24.0 Force Majeure

24.1 Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism, labour disruptions and strikes but shall not include shortages or delays relating to supplies or services.

If a Party seeks to excuse itself from its obligations under this Agreement due to a force

majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating Party under the Agreement, at law or in equity.

25.0 ONCATs Rights and Remedies and Contractor Obligations Not Limited to Contract

25.1 The express rights and remedies of ONCAT and obligations of the Contractor set out in the Agreement are in addition to and shall not limit any other rights and remedies available to ONCAT or any other obligations of the Contractor at law or in equity.

26.0 Entire Agreement

26.1 This Agreement, including Schedule A, (Terms of Reference, Project and Deliverables), Schedule B, (Project Budget, Payment Schedule) and Schedule C (Interim Report) constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, collateral, oral or otherwise.

27.0 Signing Authority

27.1 The Contractor and ONCAT warrant that they have read this Agreement, including the attached Schedules A, B and C, and understand and agree to be bound by it. The persons signing this Agreement on behalf of the Contractor and ONCAT further warrant having full power and authority to enter and to have this Agreement performed by the Contractor.

In witness whereof ONCAT and the Contractor have executed and delivered this Agreement on the dates set out below.

Ontario Council on Articulation and Transfer

Director Per: Lia Quickert, Interim Executive

(date)

York University

Per: Alice Pitt, Vice Provost Academic

(date)

SCHEDULE A – TERMS OF REFERENCE, PROJECT AND DELIVERABLES

To the Agreement between Ontario Council on Articulation and Transfer (“ONCAT”) and York University (the “Contractor”), dated 10 March 2017.

TERMS OF REFERENCE

York University shall be responsible for the completion of the Project and/or Deliverables, and only, unless otherwise permitted under the Agreement, York University shall work on the Project and the Deliverables under the Agreement.

PROJECT OVERVIEW

Description

While there may be instances of data sharing, there are limitations (e.g. privacy protection, resource capacity) and instances may be ad-hoc and operating without institutional policies/procedures in place. This project will develop a framework for data sharing to support academic collaborations, pathways and credit transfer.

Project Goals

With increasing collaborations between colleges and universities and the creation of formalized articulation agreements, there is a growing interest in the collection and analysis of transfer related data to support academic planning/program development and partnerships. This project will undertake research to develop a framework for data sharing to support academic collaborations, pathways and credit transfer.

The project includes conducting a feasibility study, reviewing best practices (among postsecondary educational institutions or in other jurisdictions) and, based upon the findings of the feasibility study, developing a framework for inter-institutional data sharing.

Three college-university partners will participate in the research. Partner institutions will examine their current institutional data sharing practices as part of this qualitative research project.

The research will explore the following key questions:

- 1) What is the student level data being collected by universities and colleges being used for in relation to supporting credit transfer?
 - o How has data been used to inform institutions about student mobility and transfer?
 - o Is information currently being shared between university/college partners?
 - o If so, what are/ were some of the issues arising related to data sharing?
 - Were there initial concerns (e.g. privacy, data integrity) and how were issues addressed?
 - Were there unanticipated concerns that emerged at a later stage and how were issues addressed?

- 2) What best or promising practices exist in inter-institutional data sharing (either among project partners or other jurisdictions)?
- 3) How is the collected data used to inform academic collaborations and decision-making at the institution/ in the partnership?
- 4) What has been/ should be some of restrictions on data use by institutional partners?
- 5) How are external requests for institutional data (e.g. by another party) being managed?
 - o What are the protocols and guidelines that are in place to facilitate such requests? If none exists, what should they be?
 - o How are decisions made on whether to grant access to data when requests from third parties/ or from the partner institution are received?
 - o What are the restrictions/ how are restrictions placed and enforced on data acquired from/ by third parties from your institution/ about the partnership?
- 6) What is the institutional capacity to manage data? (e.g. departments, resources, policies, research output)
- 7) The use of the Ontario Education Number (OEN) is being proposed for use at Ontario universities and colleges
 - o What are some of the data sharing issues that could be resolved because of the use of the OEN?

What additional issues (not mentioned above) may arise because of access to the OEN?

Methodology

The methodology will include key informant consultations through focus groups and/ or unstructured group/ individual interviews. The participants in the study will include staff at the institutions with responsibilities in partnership, institutional research and transfer credit. There are four project deliverables which include:

- Report on Data Sharing (including survey of institutions and key informant consultations)
- Policy Framework for data sharing
- Sample data sharing agreement/MOU template
- Final Report

Phase I (April 2017 – July 2017)

- Convene the committee, representatives from the partner institutions to discuss the project
- Develop survey for distribution to project partners around the following themes:
 - a) Institutional Decision-Making
 - Data collection, privacy & security
 - Managing partner/ third party requests for information
 - b) Institutional Capacity
 - c) Data Usage Limitations
 - d) Other

Phase II (August 2017 - November 2017)

- Compile and analyze results

Phase III – Mid-term Report – October 2017

- Data collection process and preliminary findings (mid-term report)
- Environmental scan of existing data sharing models, templates and policies

Phase IV (December 2017 – March 2018)

- Develop a Final Report
- Develop a data sharing agreement template (with input from legal services)

- Develop a policy framework

Deliverables

April 2017 – July 2017	Phase I
August 2017 - November 2017	Phase II
15 October 2017	Phase III: SUBMIT INTERIM REPORT TO ONCAT
December 2017 – March 2018	December 2017 – March 2018
15 March 2018	SUBMIT FINAL REPORT TO ONCAT

Topic Experience

The project team will include the following individuals (and links to professional profiles available online):

From York University:

- Paula Green (York Seneca Partnership Manager) - <https://www.linkedin.com/in/paula-green-phd-8690702a>
- Richard Smith (Director Institutional Research, Reporting & Analysis) - <https://www.linkedin.com/in/richardsmith7>
- Yvette Munro (Director Academic Partnerships and Planning) - <https://www.linkedin.com/in/yvette-munro-ba38b272>

From Seneca College:

- Paula Green (York Seneca Partnership Manager) – see above
- Henry Decock, (Associate Vice-President Academic, Academic Partnerships) - <http://www.senecacollege.ca/mobilityresearch/about.html>
- Ursula McCloy (Director, Centre for Research in Student Mobility) - <http://www.senecacollege.ca/mobilityresearch/about.html>

From Durham College:

- Debbie McKee Demczyk (Dean, Office of Research Services) - <http://www.durhamcollege.ca/about-us/corporate-links/governance/board-of-governors/members-of-the-board-of-governors/board-of-governors-biographies>
- Staff representative TBD

From University of Ontario Institute of Technology

- Brad MacIsaac, Associate Vice President Planning & Analysis/Registrar - <http://uoit.ca/expertcentre/?expert=brad.macisaac>
- Melanie Hewitt, Senior Institutional Analyst

From Fleming College

- Susan Kloosterman, Director Academic Operations - <https://www.linkedin.com/in/sue-kloosterman-743a1b26>
- David Baker, Business Analyst/Pathways Coordinator - <https://www.linkedin.com/in/davidadambaker1983>

From Trent University

- Joe Muldoon, Head – Durham Campus - <https://www.linkedin.com/in/joe-muldoon-41710343>
- Kevin Whitmore, Director Recruitment & Admissions
- Steven Jones, Institutional Analyst - <http://www.trentu.ca/oirsp/>

Hailey Wright, Coordinator Articulation & Transfer Office - <http://www.durhamregion.com/opinion-story/6553209-new-traditions-and-bright-futures-at-trent-university-durham/>

REPORTING REQUIREMENTS

York University will provide the following reports to ONCAT in the timeframe as set out below. Please refer to Schedule C for the Interim Report template to be completed and submitted to ONCAT.

Interim Report

15 October 2017

Final Report and Executive Summary

15 March 2018

York University should be prepared to include the following as part of the Final Report:

- An executive summary;
- A literature review summarizing the current state of relevant knowledge;
- An environmental scan providing an overview of related emerging trends and key issues, and identifying factors that may impact the further development or refinement of credit transfer initiatives in Ontario and/or other comparative jurisdictions;
- A detailed and complete description of the research methodology;
- Analysis of a relevant and sufficiently robust data set, including a discussion of the limitations of the data;
- A report on “promising practices” and “lessons learned” from the research project, in order that future proponents can build on the project experiences; and,
- A detailed financial statement.

The Contractor acknowledges that their Final report and the Executive Summary will be posted to ONCAT’s website as part of ONCAT’s mandate.

IMPORTANT NOTICES TO THE CONTRACTOR:

ONCAT understands that there may be unforeseen circumstances that affect the timely submission of deliverables. We, therefore, kindly request that the Contractor notify ONCAT of any expected delays as soon as possible. Please be advised that if deliverables are submitted after the agreed-upon submission dates, the Contractor may forfeit part of their project funding.

If the project is not proceeding as originally planned and the outcomes of the project are at risk, the Contractor is obligated to inform ONCAT at the earliest opportunity. ONCAT reserves the right to withhold subsequent payments in the event that project outcomes are not achievable.

Please note, ONCAT receives funding from the Ministry of Advanced Education and Skills Development (MAESD) for its operations and to support research, pathway development and innovative curriculum development projects. As such, multi-year funding for projects beyond March 2018, is contingent upon 2018/2019 funding from MAESD. ONCAT will make its best efforts to inform the Contractor in the event that funding for ONCAT has not been guaranteed.

SCHEDULE B – PROJECT BUDGET AND PAYMENT SCHEDULE

PROJECT BUDGET

1.1 Personnel and Release Time

Names of Team Member	Titles of Team Member	Number of Days or Semesters	Course Release or Per Day or Semester Rate	ONCAT Funding Requested (Number of days or semesters x Rate)	In Kind Contribution (if applicable)
Paula Green	York-Seneca Partnership Manager (York/Seneca)	20 days	staff rate (\$350/day)		\$7,000.00
Ursula McCloy	Director, Centre for Research in Student Mobility (Seneca)	11 days	senior manager rate (\$500 day)	\$5,500.00	
Henry Decock	Associate Vice-President Academic, Academic Partnerships (Seneca)	4 days	senior admin rate (\$700/day)		\$2,800.00
Yvette Munro	Director, Academic Partnerships & Planning (York)			see overhead	
Richard Smith	Director, Institutional Research, Reporting & Analysis (York)	11 days	senior manager rate (\$500 day)	\$5,500.00	
Debbie McKee Demczyk	Dean, Office of Research Services (Durham)	4 days	senior admin rate (\$700/day)		\$2,800.00
TBD	Representative (Durham)	11 days	staff rate (\$350/day)	\$3,850.00	
Melanie Hewitt	Senior Institutional Research Analyst (UOIT)	11 days	staff rate (\$350/day)	\$3,850.00	
Brad MacIsaac	AVP Planning & Analysis/Registrar (UOIT)	4 days	senior admin rate (\$700/day)		\$2,800.00
David Baker	Business Analyst/Pathways Coordinator (Fleming)	4 days	staff rate (\$350/day)	\$1,400.00	
Susan Kloosterman	Director, Academic Operations (Fleming)	11 days	senior manager rate (\$500 day)	\$5,500.00	
Joe Muldoon	Head, Durham Campus (Trent)	4 days	senior admin rate (\$700/day)		\$2,800.00
Kevin Whitmore	Director, Recruitment & Admissions (Trent)	11 days	staff rate (\$500/day)	\$5,500.00	
Steven Jones	Institutional Analyst (Trent)	11 days	staff rate (\$350/day)	\$3,850.00	
Hailey Wright	Coordinator, Articulation and Transfer Office (Trent)	4 days	staff rate (\$350/day)		\$1,400.00
Personnel and Release Time Subtotal				\$34,950.00	\$19,600.00

1.2 Direct Costs

Description of Direct Costs	ONCAT Funding Requested	In Kind Contribution (if applicable)
Researcher/Writer	\$20,000.00	
Consultation and review of draft agreement template - legal	\$1,000.00	

services (college and university)		
Consultation with privacy/information experts (college and university)	\$1,000.00	
Direct Costs Subtotal	\$22,000.00	\$0.00

1.3 Travel and Accommodation

Description of Travel and Accommodations	ONCAT Funding Requested	In Kind Contribution (if applicable)
Travel to 3 meetings (in person). \$500 allocated per non-GTA team member	\$4,500.00	
Researcher/writer travel	\$300.00	
Travel and Accommodations Subtotal	\$4,800.00	\$0.00

1.4 Total ONCAT Funding Requested

Total ONCAT Funding Requested	Amount
Personnel and Release Time Subtotal	\$34,950.00
Direct Costs Subtotal	\$22,000.00
Travel and Accommodations Subtotal	\$4,800.00
Overhead (10% of above subtotals)	\$6,175.00
ONCAT Funding Requested (total of above 4 rows)	\$67,925.00
HST (if applicable to your institution 13% of ONCAT total funding)	
Total ONCAT Funding Requested	\$67,925.00

1.5 Total Project Costs

Total Project Costs	Amount
Total ONCAT Funding Requested	\$67,925.00
Total In Kind Subtotals	\$19,600.00
Total Project Costs	\$87,525.00

PAYMENT SCHEDULE

Payment 1: Signed Contract 10 March 2017	\$27,170.00
Payment 2: Interim Report – Schedule C 15 October 2017	\$20,377.50
Payment 3: Final Report 15 March 2018	\$20,377.50
Total Payment	\$67,925.00

SCHEDULE C – FORM OF INTERIM REPORT



Project Status Interim Report
Project name:

Project number:
Member:

Project Status Interim Report for Month Ending <date interim report produced, dd-mmm-yy>

Notes to author – This is expected to be a short document, regardless of project size. The primary purpose of this report is to communicate to ONCAT if the project is on track and to indicate where it is not on track and what is being done about this. The focus of this report should be on deviations from plan. This makes for a shorter and more focused report. If there is a need to record more detail, then it can be done via an Appendix or attached document.

Id.	Actual
Project name:	
Member:	
Project number:	
Project manager:	
Project manager contact info:	
Report date:	
Distribution:	Lia Quickert, Interim Executive Director, lquickert@oncat.ca Lena Balata, Project Officer, ONCAT lbalata@oncat.ca

Progress Overview

Enter a very brief summary of whether or not the project is on target to meet its key delivery dates, and is on target to meet its budget objectives. If not, what is the key reason(s)? You might also indicate in here any significant risks that are in danger of occurring or have occurred. This section should be no more than half to one page, regardless of project size.

Project Status Interim Report
Project name:

Project number:
Member:

Key Milestones Table (those that represent significant project progress)

id.	Title	Planned completion date	Forecast completion date as reported two months ago	Forecast completion date as reported last month	Current forecast completion date	Actual completion date
1	Description	dd-mmm-yy	dd-mmm-yy	dd-mmm-yy	dd-mmm-yy	dd-mmm-yy
2	Description					
	**					
	**					
N	Description					

Deviations from Plan

Provide a brief report of any parts of the project that are NOT progressing as planned, and what is being done to address this. Achievement of key milestones or other significant measure of progress towards the key milestones may be noted. This section is NOT to just be a commentary on what you and your team did last or in the prior months. If there is a need to record this for audit purposes or to demonstrate the activities to ONCAT, then please add this in an appendix to this report.

Risk Register

This may be attached to the report if it is tracked in a separate risk database. Make sure that this section, or the attachment, just contains the key project risks. If the risks are documented here, use the following format.

id.	Risk	Mitigation plan (what is being done to prevent the risk)	Contingency plan (what will be done if the risk occurs)	Likelihood of occurring	Potential Impact (dollar / schedule / quality etc)
1	Description				

Project Status Interim Report
Project name:

Project number:
Member:

Include any other commentary you feel is appropriate.

Financial Status

As part of the status update for this project, ONCAT needs to be informed of the project spending to date. Please ensure the dollar (\$) amount for the total actual project spending to date are recorded in the table labeled "Expenditures to Date".

EXPENDITURES TO DATE	
Actual project to date (includes last month)	(Please insert the total funds spent to date)
Member paid to date	

TOTAL CONTRACT VALUE	
Planned total	

Please flag to ONCAT if an under-spend is anticipated in the project costs. Describe any major changes in the budget or any other financial issues you feel ONCAT should be informed about.

Deadlines

This is the date you have agreed to submit the following report(s) as outlined in the agreement:

Final Report due:

Any changes to report submission dates must be approved by ONCAT in advance. We appreciate that projects can face unexpected challenges, and are happy to be flexible wherever possible – please do not hesitate to contact us to discuss your timelines if you are experiencing issues. At the same time, project payments are integrated into our annual budgets and overall project plans; as such, submitting reports late without prior approval may impact your project payments.