

**Fleming College**



**ARTICULATION AGREEMENT**

BETWEEN

**THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND  
TECHNOLOGY**

**PETERBOROUGH, ONTARIO, CANADA**

AND

**THE CREATE INSTITUTE  
TORONTO, ONTARIO, CANADA**

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**FEBRUARY 2019**

The PARTIES to this ARTICULATION AGREEMENT are **The Sir Sandford Fleming College of Applied Arts and Technology** (hereinafter referred to as "**FLEMING**"), whose address is 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada and **THE CREATE INSTITUTE** (hereinafter referred to as "**CREATE**"), whose address is 725 College St, PO Box# 31046 Toronto ON M6G 1C0.

For the purpose of this AGREEMENT:

- "**AGREEMENT**" shall mean this Articulation Agreement, and any or all of its attached Schedules and Appendices and additional documents incorporated by reference.
- "**PARTIES**" shall refer to both THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY and THE CREATE INSTITUTE.
- "**PARTY**" shall refer to either THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY or THE CREATE INSTITUTE.

### **ARTICLE 1: PURPOSE**

This AGREEMENT replaces all previous versions of the ARTICULATION AGREEMENT. This is in reference to the August 2010 AGREEMENT and any other ARTICULATION AGREEMENT between FLEMING and CREATE.

The goal of this AGREEMENT is to provide meaningful opportunities for FLEMING alumni to continue their education at CREATE. This AGREEMENT establishes the principles, guidelines, and procedures governing admission and assessment of selected qualified students to enter the Expressive Arts Therapy program at CREATE, subsequent to the successful completion of the Ontario College Graduate Certificate in Expressive Arts program at FLEMING.

CREATE is a Private Career College and is a certificate granting institute in intermodal expressive arts therapy. CREATE and programs reference in this agreement are registered under the Private Career Colleges Act, 2005, S.O. 2005, c. 28, Sched. L.

### **ARTICLE 2: ROLES AND RESPONSIBILITIES**

#### Collaboration

- Each PARTY will have faculty, departments, or designates responsible for coordinating collaborative discussions to enhance and coordinate this AGREEMENT. The frequency of discussions is to be mutually determined by the PARTIES.
- Each PARTY will communicate with the other about possible or anticipated changes to their program(s).

#### Recruitment and Marketing

- The PARTIES agree to support this AGREEMENT by providing timely information to an interested candidate.

The PARTIES will mention this AGREEMENT in promotional materials and advertisements pertaining to their respective programs, during related special events and on their websites.

### **ARTICLE 3: ADMISSION REQUIREMENTS**

All applications to all programs of study are subject to assessment according to the institution's admissions procedures and criteria, which may be amended from time to time. All CREATE'S programs of study are subject to enrolment limitations. Admission to any program of study will be at the sole discretion of CREATE, even where a candidate has satisfied all applicable admission and related requirements. Neither PARTY shall bear any responsibility for late, incomplete, or deficient admission applications.

Each PARTY acknowledges that the existence of any program description in any promotional material does not constitute a legal undertaking that the program is available.

### **ARTICLE 4: IMPLEMENTATION AND REVIEW**

This AGREEMENT is subject to review whenever either PARTY makes curricular changes that impact the AGREEMENT. When a change occurs, the program departments will notify their respective articulation designates so this AGREEMENT can be updated. Articulation designates at each PARTY will review the AGREEMENT annually to ensure it is current.

### **ARTICLE 5: DATA SHARING AND EVALUATION**

In order to evaluate the success of the AGREEMENT, the PARTY will provide FLEMING with progress reports regarding the candidates. The report's use shall be limited to academic information for statistical, administrative and/or research purposes. The frequency of a progress report is to be determined by the PARTIES.

Where possible, an evaluation of the AGREEMENT will consist of both PARTIES examining:

- The number of applicants to a program of study;
- The number of qualified candidates admitted and subsequently enrolled into a program of study;
- The number of candidates that successfully obtained both academic credentials;
- Admission procedures, program planning, timelines and special requirements; and/or
- Recommendations for types and times of promotion efforts.

The PARTIES acknowledge that each PARTY is subject to its own jurisdiction's laws regarding information disclosure and/or privacy and that access to information in respect of this AGREEMENT will be provided in accordance with those laws. The CREATE acknowledges that FLEMING is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) "FIPPA".

Each PARTY agrees to maintain in confidence and safeguard all Confidential Information of the other as well as any Personal Information disclosed to it by the other.

### **ARTICLE 6: AMENDMENT**

No amendment of or to this AGREEMENT shall be effective unless made in writing and signed by the PARTIES.

**ARTICLE 7: MARKS, LOGOS AND NAMES**

A PARTY shall seek permission from the other before using the other’s name, trademark, logo, or other associated mark in any promotional material. Upon the expiration or termination of this AGREEMENT, the PARTIES shall forthwith at their own cost and expense, discontinue the display of the other’s marks.

**ARTICLE 8: TERMS AND CONDITIONS OF THE AGREEMENT**

- I. This AGREEMENT is effective from 28<sup>th</sup> day of February, 2019 for five (5) calendar years.
- II. Either PARTY may terminate this AGREEMENT. In this case, notice of three (3) months is required. The termination request shall be submitted in writing to the individual(s) noted in ARTICLE 10: ADMINISTRATIVE CONTACTS. In the event the AGREEMENT is terminated every effort will be made to ensure that candidates currently enrolled in the program will not be affected.

**ARTICLE 9: INDEMNIFICATION AND LIABILITY**

This AGREEMENT is not intended to create or impose any liability of any type to any PARTY and no liability will arise or be assumed between the PARTIES as a result of this AGREEMENT. Each PARTY shall indemnify and save harmless the other PARTY from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the PARTY or its directors, officers, employees, candidates, students or affiliates, under this AGREEMENT.

Nothing in this AGREEMENT shall be construed to constitute the PARTIES as a partner, joint venturer, franchisee or franchisor, agent or representative of the other PARTY for any purpose whatsoever. Neither PARTY is authorized to enter into agreements for or on behalf of the other PARTY, make representations, or otherwise bind the other PARTY.

**ARTICLE 10: ADMINISTRATIVE CONTACTS**

FLEMING	CREATE
Sandra Dupret Dean, Haliburton School of Art + Design sandra.dupret@flamingcollege.ca	Rowesa Gordon Director rowesag@gmail.com

**ARTICLE 11: ADDITIONAL PROVISIONS**

- I. Neither PARTY may assign this AGREEMENT, or change the operation of this AGREEMENT, in whole or in part, without the written consent of the other.
- II. This AGREEMENT constitutes the entire AGREEMENT between CREATE and FLEMING, and there is no representation, warranty, collateral agreement or condition affecting this AGREEMENT other than expressed here in writing.
- III. This AGREEMENT will be governed by and in accordance with the laws of the Province of Ontario.

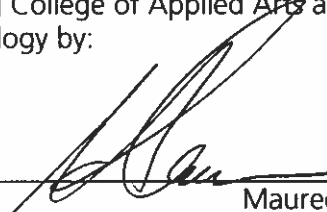
- IV. Time shall be the essence of this AGREEMENT.
- V. If any of the provisions of this AGREEMENT become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.
- VI. This AGREEMENT shall enure to and be binding upon the PARTIES hereto, successors, and permitted assigns.

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**SIGNATURES**


**AUTHORIZED SIGNATORIES.** Each institution represents that the individuals signing this ARTICULATION AGREEMENT have the authority to sign in the capacity indicated.

SIGNED for and on behalf of The Sir Sandford Fleming College of Applied Arts and Technology by:

  
\_\_\_\_\_  
Maureen Adamson  
President

Feb 2019  
\_\_\_\_\_  
Date

SIGNED for and on The Create Institute by:

  
\_\_\_\_\_  
Rowesa Gordon  
Director

APRIL 2. 2019.  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pamela Rosales  
Administrative Director

12 APRIL 2019  
\_\_\_\_\_  
Date

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**SCHEDULES**

**EXPRESSIVE ARTS THERAPY ..... 8**

Ontario College Graduate Certificate in Expressive Arts.

**SCHEDULE A**

Program of Study	Expressive Arts Therapy
Date of Implementation	May 2010
Date of Renewal	February 2024

**REQUISITE PROGRAM**

Ontario College Graduate Certificate in Expressive Arts.

**ADMISSION REQUIREMENT**

A FLEMING requisite program graduate will be eligible for admission consideration into CREATE's Expressive Arts Therapy program.

**TRANSFER CREDIT**

An eligible candidate will receive credit of 100 studio hours. This represents approximately one-year of studio time at CREATE.

**COMPLETION TIMEFRAME**

CREATE's Expressive Arts Therapy Program is a three-year training program that consists of following components:

1. Classes and intensives – Total of 626 hours
2. Practicum – Total of 600 hours
3. Expressive Arts Therapy – Total of 90 hours
4. Studio work – Total of 300 hours

Consult the CREATE's program structure for further details.

**ALIGNMENT STUDY REQUIREMENTS**

Not applicable.

**ADDITIONAL NOTES**

CREATE will recognize the completion of FLEMING's Ontario College Graduate Certificate in Expressive Arts with the distinction of "*Arts Specialization as granted by Fleming College*" on the CREATE credential.

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