

**Articulation Agreement  
Brock University & Fleming College**

**Pathway for Students from General Arts & Science - University Transfer, Certificate**

**to**

**Brock University Bachelor of Education, Adult Education (As a First Degree)**

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**PARTIES** Brock University (“Brock”)  
1812 Sir Isaac Brock Way  
St. Catharines, ON L2S 3A1

and

The Sir Sandford Fleming College of Applied Arts & Technology (“Fleming”)  
599 Brealey Drive  
Peterborough, ON, K9J 7B1

**DATE** January 1, 2022 (“Effective Date”)

**BACKGROUND**

Brock is a public university operating under the authority of provincial legislation and is located in St. Catharines, Ontario, Canada.

Fleming is a public college operating under the authority of provincial legislation with campuses located Peterborough, Cobourg, Haliburton & Lindsay, Ontario, Canada.

Brock & Fleming (individually, the “Party” and collectively, the “Parties”) have agreed to provide a pathway for Fleming students in the Ontario College Certificate in General Arts & Science - University Transfer program (“General Arts & Science, University Transfer Certificate”) into the Bachelor of Education, Adult Education (As a First Degree) program offered by Brock, in accordance with the terms set out in this agreement (“Agreement”) and the course equivalencies set out in Appendix A of this Agreement.

The participating divisions at the respective institutions are the Department of Adult Education & the Faculty of Education at Brock, as well as the General Arts & Sciences Department at Fleming.

**AGREEMENT**

In consideration of the mutual terms and covenants contained in this Agreement, the Parties agree as follows:

**1. PROGRAM**

**1.1. Degree Requirements.** Students admitted to the Bachelor of Education, Adult Education (As a First Degree) are required to complete a minimum of 15.0 credits as described in the Brock

University Academic Calendar in order to obtain their degree. Brock retains sole discretion with respect to all student admission decisions.

**1.2. Equivalent Courses.** Brock will award 5.0 credits (as outlined in Appendix A) towards the Bachelor of Education, Adult Education (As a First Degree) program to incoming students from Fleming in recognition of their course work in the General Arts & Science, University Transfer Certificate. These courses will count towards satisfying the credit requirements for the Brock program. It is acknowledged by the Parties that approximately 2 further years of study will be required at Brock to complete the degree program.

**1.3. Ongoing Review.** Each Party agrees to notify the other in the event of any material curriculum modification to either the General Arts & Sciences, University Transfer Certificate or Bachelor of Education, Adult Education (As a First Degree) during the Term. In the event of such modifications, Brock will review and may at its sole discretion update the course equivalents in Appendix A.

**1.4. Admission Requirements.** Students may apply for transfer to the Brock portion of the program after graduation or while completing Term 2 at Fleming College. The minimum requirement for entry into the Brock portion of the program is a minimum cumulative program average of 75% and successful completion of the Fleming program. Successful completion of the General Arts & Sciences, University Transfer Certificate program will satisfy admission prerequisite subject requirements for entry to the Bachelor of Education, Adult Education (As a First Degree) program. It is anticipated that the first students could enter the Brock portion of the program as early as spring 2022.

## **2. TERM & TERMINATION**

**2.1. Term.** This Agreement commences on the Effective Date and shall continue for a five-year period until January 1, 2027 (“Term”) unless terminated earlier in accordance with this Agreement.

**2.1.1.** This agreement will apply to applicants applying to the Adult Education (As a First Degree) program at Brock after January 1, 2022, who are graduates of the General Arts & Sciences, University Transfer Certificate program dating back to June 2004.

**2.2. Termination.** This Agreement may be terminated as follows:

**2.2.1. Termination for cause:** The occurrence of any one or more of the following events or conditions will constitute an event of default of a Party, and the other Party may terminate this Agreement immediately:

**2.2.1.1.** if any representation, warranty, or statement made or given by or on behalf of a Party is determined to have been untrue in any material respect at the time it was made or deemed to be made;

**2.2.1.2.** if a Party becomes insolvent or files or has filed against it a petition in bankruptcy; or

**2.2.1.3.** if a Party ceases or threatens to cease to carry on business.

**2.2.2. Termination for convenience.** Either Party may terminate this Agreement for convenience, and without penalty, upon providing one (1) year written notice to the other party at any time during the Term.

**2.2.3. Termination by both Parties.** This Agreement may be terminated upon written agreement of both Parties.

**2.3. Consequences of termination.** Termination of this Agreement will not relieve either Party from any obligations accrued but unsatisfied prior to such termination and unless the Parties otherwise agree in writing, the Parties will immediately update their students and any relevant promotional material regarding the subject matter of this Agreement accordingly.

### **3. CONFIDENTIALITY OBLIGATIONS.**

**3.1. Definition of Confidential Information.** "Confidential Information" will include any and all information of a confidential or proprietary nature which is disclosed during the Term by Brock to Fleming or by Fleming to Brock, and is identified by the Party that discloses the Confidential Information (the "Disclosing Party") as confidential, either in writing or orally, or should reasonably be known to be confidential given the nature of the information and the circumstances in which it was furnished. For further clarity, "Confidential Information" will include any recorded information about an identifiable individual. Confidential Information does not include information that: (a) is or becomes generally known to the public through no act on the part of the Party that receives the Confidential Information (the "Recipient"); (b) is furnished or made known to the Recipient on a non-confidential basis by a third party who has a lawful right to disclose such information; or (c) is required by law or court order to be disclosed, but only to the extent of such required disclosure and provided that the Disclosing Party is first given notice of such required disclosure and an opportunity to contest such required disclosure.

**3.2. Use.** During the Term, the Recipient may have access to Confidential Information. The Recipient will use the Confidential Information solely for the purpose of fulfilling the Recipient's obligations under this Agreement.

**3.3. Security.** The Recipient will protect the Confidential Information with the same degree of care as the Recipient utilizes for its own similar confidential or non-public information, but in no event with less than a reasonable degree of care.

**3.4. Disclosure.** During the Term and following expiry or termination of the Agreement, neither the Recipient, nor any person acting on behalf of the Recipient will disclose any Confidential Information to any third party, including any governmental authority, without the express written consent of the Disclosing Party, unless otherwise required by law. The Recipient will restrict access to Confidential Information to those individuals who need to have access in order to fulfil the obligations under this Agreement.

**3.5. Return/Destruction.** The Recipient agrees that upon the conclusion of this Agreement, or earlier if requested by the Disclosing Party, the Recipient will promptly return to the Disclosing Party all Confidential Information in the Recipient's possession and that the Recipient will delete all such information from all of its electronic, digital or similar document storage systems.

**3.6. Breach.** The Recipient agrees to promptly notify the Disclosing Party in the event of any actual, potential or threatened breach of any obligations under this section and will take all necessary

and appropriate actions to restrain any and all use or further continuing use or disclosure of such Confidential Information.

**3.7. Survival.** This section will survive the expiration and/or termination of this Agreement for the maximum period provided by law.

#### **4. FREEDOM OF INFORMATION.**

**4.1.** Fleming acknowledges that Brock is subject to the requirements of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (“FIPPA”).

**4.2.** Fleming agrees to (i) treat all Personal Information (as such term is defined in FIPPA) received by it in connection with the Agreement as required by FIPPA; and (ii) be responsible to Brock for any breach of FIPPA by it or its directors, officers and employees relating to such Personal Information. Obligations in this section shall survive any termination of this Agreement.

**4.3.** Each Party will:

- 4.3.1.** provide all necessary assistance and cooperation as reasonably requested by the other to enable that Party to comply with its obligations under FIPPA;
- 4.3.2.** where they relate to the other Party, to transfer to the other all requests for information relating to this Agreement that it receives as soon as practicable; and
- 4.3.3.** co-operate in the provision of information which is in its possession or control in the form that the affected Party requires as soon as practicable of the affected Party’s request for such information.

#### **5. GENERAL**

**5.1. Entire agreement and amendment.** This Agreement represents the entire agreement between the Parties with regard to the subject matter of this Agreement and supersedes any previous understandings, commitments or agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

**5.2. Binding effect.** This Agreement is binding upon and will continue to the benefit of the parties and their respective successors, administrators, executors and permitted assigns.

**5.3. Severability.** If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.

**5.4. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**5.5. Governing law.** This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the Parties submit to the exclusive jurisdiction of the courts of Ontario.

IN WITNESS WHEREOF the Parties have executed this Agreement.

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



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Sandra Dupret  
Executive Vice President, Academic  
and Student Experience

April 1, 2022

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Date

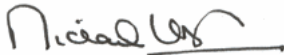
**BROCK UNIVERSITY**



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Lynn Wells  
Provost and Vice-President, Academic

March 28, 2022

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Date



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Michael Owen  
Dean, Faculty of Education

March 25, 2022

\_\_\_\_\_  
Date

## **APPENDIX A: Transfer credits**

Graduates of the Ontario College Certificate in General Arts & Sciences, University Transfer program transferring to the Bachelor of Education, Adult Education (As a First Degree) will receive the following transfer credits:

- 3.0 unspecified Year 1 elective credits
- 1.0 unspecified Humanities Context Credit
- 1.0 unspecified Social Science Context Credit