



Ontario Council on
Articulation and Transfer

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Contract/File: 2015-34
Project Title: Student Redirect Initiatives between Fleming College and Trent
University

Agreement

THIS AGREEMENT made in duplicate as of the 30 September 2015.

BETWEEN: The Ontario Council on Articulation and Transfer (ONCAT)
and Trent University (the "Contractor")

The Council 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;

"ONCAT Parties" means Ontario Council on Articulation and Transfer, Board of Directors, Secretariat, officers, agents, appointees, and employees; and the directors, officers, agents, appointees of the Ministry of Education, Training, Universities and Colleges;

"Deliverables" means the Services listed in Schedule A, developed for and provided to the ONCAT in the course of performing under the Agreement or agreed to be provided to the ONCAT under the Agreement by the Contractor or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined by Schedule A;

"Expiry Date" means 15 March 2016 or, if the original Term is extended, the final date of the extended Term; **"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;

"Newly Created Intellectual Property" means any Intellectual Property created by the Contractor in the course of performance of its obligations under the Agreement;

"Party" means the ONCAT or the Contractor. **"Parties"** mean the ONCAT and the Contractor. **"Proceeding"** means any action, claim, demand, lawsuit, or other proceeding;

"Services" means the services described in Section 2.1 of the Agreement and the services described in Schedule "A" to the Agreement;

"Term" means the period of time as described in section 1.1, from the effective date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Agreement in accordance with its terms; and

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than the ONCAT or the Contractor.

1.0 Schedules and Term

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

1.1 Subject to section 10, this Agreement will be in effect from 30 September 2015 up to and including 15 March 2016.

1.2 Time will be of the essence and the Contractor agrees to adhere to the time frame set out in Schedule A.

2.0 Description of Services

2.1 The Contractor will perform the Services and provide the Deliverables, as described and defined in this Agreement and in the attached Schedule A (the "Services").

3.0 Cost

3.1 In consideration of the Services provided by the Contractor under this Agreement, the ONCAT will pay the Contractor the fees and authorized disbursements, in accordance with Schedule B, in an amount that will not exceed \$61,754.00.

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

the Contractor shall be in writing. If the ONCAT requests that the Contractor present the findings of the project, the ONCAT will reimburse reasonable and actual travel and accommodation expenses associated with the presentation.

4.0 Billing

4.1 The Contractor will invoice the ONCAT upon completion and acceptance of the Services by the ONCAT Representative, and after receipt of the invoice, the ONCAT will pay the amount due in accordance with the payment process outlined in Schedule B.

4.2 Failure to provide the required information as part of the invoice may result in delays in payment.

5.0 Reporting Requirements

5.1 The Contractor will submit an interim report (refer to Schedule C) to the ONCAT Representative as set out in Schedule A.

5.2 A final written report and executive summary will be submitted upon completion of the services to the ONCAT Representative by 15 March 2016.

6.0 Financial Records

6.1 The Contractor will keep and maintain proper financial records and books of account describing the Services provided pursuant to this Agreement both during this Agreement and for a period of seven years after the provision of Services has been completed. The Contractor will furnish forthwith all information which may be required by the ONCAT at any time with respect to costs claimed as related to the Agreement.

6.2 The Contractor will give the ONCAT and its agents or auditors access to any and all records related to the Services provided under this Agreement including, but not limited to, the information set out in paragraph 6.1, in such manner and at such times as the ONCAT deems appropriate, to permit the ONCAT or its agents or auditors, at the ONCAT's own expense, to review, inspect, monitor and audit the delivery of the Services and the performance of the Contractor's obligations under this Agreement.

7.0 Personnel

7.1 The Contractor agrees that to the extent that specific individuals are named in Schedule A as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Agreement. The Contractor shall not replace or substitute any of the individuals named in the Agreement without the prior written approval of the ONCAT. Should the Contractor require the substitution or replacement of any of the individuals named in the Agreement, it is understood and agreed that any proposed replacement must possess similar or

greater qualifications than the individual named in the Agreement. The Contractor shall not claim fees for any replacement individual greater than the applicable fees established under the Agreement.

7.2 The Contractor is an educational institution providing Services to the ONCAT 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*.

7.3 This Agreement is a contract for a particular and non-exclusive service. The Contractor is not and will not hold itself out as an agent, employee or partner of the ONCAT.

7.4 As between the 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.

8.0 Limitation of Liability and Indemnification

8.1 The ONCAT Parties will not be liable for any injury, death or property damage to the Contractor, its subcontractors, employees or agents or for any claim by any third party against the Contractor, its subcontractors, employees or agents, unless it was caused by the negligence or wilful act of an employee or agent of the ONCAT while acting within the scope of his or her employment or agency respectively.

8.2 The Contractor will not be liable for any injury, death or property damage to the ONCAT, its subcontractors, employees or agents or for any claim by any third party against the Contractor, its subcontractors, employees or agents, unless it was caused by the negligence or wilful act of an employee or agent of the Contractor while acting within the scope of his or her employment or agency respectively.

8.3 The ONCAT Parties will not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Contractor arising out of or in any way related to this Agreement or the Services.

8.4 The Contractor will not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the ONCAT arising out of or in any way related to this Agreement or the Services.

8.5 The Contractor and its subcontractors hereby agrees 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 an nature, by whomsoever made, sustained, brought or prosecuted in any manner

based upon, occasioned by or attributable to the operations described in the Agreement.

8.6 The ONCAT Parties hereby agree to indemnify and hold harmless the Contractor 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 an nature, by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to the operations described in the Agreement.

8.7 The Contractor shall, at the ONCAT's expense, to the extent requested by the ONCAT, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The ONCAT may elect to participate in or conduct the defence of any such Proceeding by notifying the Contractor in writing of such election without prejudice to any other rights or remedies of the ONCAT under the Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Contractor shall enter into no settlement unless it has obtained the prior written approval of the ONCAT. If the Contractor is requested by the ONCAT to participate in or conduct the defence of any such Proceeding, the ONCAT agrees to co-operate with and assist the Contractor to the fullest extent possible in the proceedings and any related settlement negotiations. If the ONCAT conducts the defence of any such Proceedings, the Contractor agrees to co-operate with and assist the ONCAT to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Agreement.

8.8 The ONCAT Parties shall, at the Contractor's expense, to the extent requested by the Contractor, participate in or conduct the defence of any Proceeding against the Contractor referred to in this Article and any negotiations for their settlement. The Contractor may elect to participate in or conduct the defence of any such Proceeding by notifying the ONCAT in writing of such election without prejudice to any other rights or remedies of the Contractor under the Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The ONCAT shall enter into no settlement unless it has obtained the prior written approval of the Contractor. If the ONCAT is requested by the Contractor to participate in or conduct the defence of any such Proceeding, the Contractor agrees to co-operate with and assist the ONCAT to the fullest extent possible in the proceedings and any related settlement negotiations. If the Contractor conducts the defence of any such Proceedings, the ONCAT agrees to co-operate with and assist the Contractor to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Agreement.

9.0 Insurance

9.1 The Contractor should carry all the necessary and appropriate insurance 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 the ONCAT or the Government of Ontario for any claims that may arise out of this Agreement.

10.0 Termination by the ONCAT

10.1 In the event that the Contractor fails to proceed diligently with providing the Services, or if the Services are 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, the ONCAT may, by giving notice in writing to the Contractor, exercise any or all of the following remedies:

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

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

10.2 If the 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, the 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.

10.3 If the 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 the ONCAT the Contractor cannot completely remedy the breach within the time specified in the notice or such further period of time as the ONCAT considers reasonable; or

c) the Contractor is not proceeding to remedy the breach in a way that is satisfactory to the ONCAT;

the ONCAT may immediately terminate this Agreement in accordance with paragraph 10.1.

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

10.5 The 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 relating to Services performed and money paid up to and including the date of termination.

10.6 Upon termination, the Contractor will give the ONCAT everything produced by the Contractor in attempting to carry out the Agreement, and will return everything supplied to the Contractor by the ONCAT. Upon receipt of this material, the ONCAT will pay the Contractor for all services satisfactorily completed.

11.0 Intellectual Property

The definitions used in this section are those listed in Defined Terms.

11.1 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 the ONCAT to the Contractor shall remain the sole property of the ONCAT at all times.

11.2 The Contractor shall not use any insignia or logo of the ONCAT except where required to provide the Deliverables, and only if it has received the prior written permission of the ONCAT to do so.

11.3 The raw data, research, processes, technology, programs and inventions conceived or produced in the performance of this Agreement will belong to the Contractor.

11.4 To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the ONCAT a license to use that Contractor Intellectual Property in the manner contemplated in this Section, the total consideration for which shall be payment of negotiated rates to the Contractor by the ONCAT.

11.5 The presumption governing the Agreement shall be that the ONCAT shall be

the sole owner of the Deliverables. If the Contractor's Intellectual Property forms any part of the Deliverables, the Contractor shall notify the ONCAT as such prior to the delivery of the particular Deliverable containing any such Contractor Intellectual Property.

11.6 For those parts of the Deliverables that are Contractor Intellectual Property, the Contractor grants to the ONCAT, a perpetual, worldwide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the ONCAT. The ONCAT agrees that those parts of the Deliverables that are Contractor Intellectual Property will not be edited or altered by the ONCAT or other persons, including agents, contractors or sub-contractors, on behalf of the ONCAT without prior written consent of Contractor and authors.

11.7 The Contractor shall not, to the best of its knowledge, incorporate into any Deliverables anything that would restrict the right of the ONCAT to further develop or otherwise use the Deliverables in any way that the ONCAT deems necessary, or that would prevent the ONCAT from entering into any contract with any contractor other than the Contractor for the further development of or other use of the Deliverables.

11.8 The Contractor represents and warrants that, to the best of its knowledge; 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 assurances 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 the ONCAT in the course of performing under the Agreement or agreed to be provided to the ONCAT under the Agreement.

11.9 For the purposes of the *Copyright Act*, the Contractor acknowledges that the Deliverables produced by the Contractor in connection with this Agreement have been or will be prepared by or under the direction and control of the ONCAT and moral rights are waived in favour of the ONCAT.

11.10 Notwithstanding anything contained in this Agreement, upon the ONCAT's written acceptance of the final report the ONCAT agrees that the final report shall not be edited, modified or altered by or on behalf of the ONCAT without prior written consent of Contractor and authors.

11.11 Notwithstanding Section 11.3 the Contractor may for academic purposes only, use or present any anonymized information, statistical data (including data in tabular form), analysis and research acquired, developed by the Contractor in the course of performing research under this Agreement and contained in the Deliverables for publication or presentation. The Contractor agrees not to make

the results of the research public until the ONCAT has met its internal and external communication obligations. The ONCAT in turn agrees to see to these obligations expeditiously.

11.12 Any such publications 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."

11.14 The Contractor, at the ONCAT's expense, will assist the ONCAT to prepare and prosecute any Canadian or foreign patent or trademark application or copyright registration that the ONCAT deems appropriate, and will obtain or execute any other documents reasonably required to protect the ONCAT's intellectual property under this Section 11.0.

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

12.0 Representations and Warranties

12.1 The Contractor is an educational institution 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.

12.2 All Services to which this Agreement applies will be performed diligently and to a high standard of professional competence and will be suitable for the purpose specified in paragraph 2.1 and in Schedule A hereto.

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

12.4 The Contractor represents and warrants that if the Contractor is or becomes subject to any private sector privacy legislation during the term of this Agreement the Contractor will be solely responsible for compliance with such legislation. Without limitation, the Contractor represents and warrants that if it is subject to the *Personal Information Protection and Electronic Documents Act*, S.C 2000, c.5, including any further amendments thereto (PIPEDA):

- a) it and all its subcontractors will ensure the PIPEDA compliance of all PIPEDA Protected Information it collects directly from individuals or indirectly from the ONCAT or others, uses or discloses in the course of performing their obligations under this Agreement; and
- b) without limitation, it will ensure the PIPEDA compliance of all PIPEDA

Protected Information it transfers or discloses to the ONCAT.

For the purpose of this Agreement "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as defined under PIPEDA.

12.5 The Contractor acknowledges that the ONCAT is subject to the *Freedom of Information and Protection of Privacy Act* and in providing the Services hereunder the Contractor will ensure compliance with the Act.

12.6 Subject to the *Freedom of Information and Protection of Privacy Act*, the confidentiality of the Services and all information obtained in connection with the Services hereunder will be at the discretion of the ONCAT both during and after the term of this Agreement. The Contractor warrants that no such confidential information will be used by the Contractor or divulged in any form without the prior written consent of the ONCAT Representative.

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

13.0 Conflict of Interest

13.1 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 Services are provided in all aspects without a conflict of interest (actual, perceived or potential in the sole opinion of the ONCAT) by any person associated with the Contractor or the provision of Services in whatever capacity.

13.2 For these purposes, a conflict of interest includes using ONCAT Confidential Information where the ONCAT has not specifically authorized such use and a situation in which a person associated with the Contractor or any member of his or her family is able to benefit financially from his or her involvement with this Agreement or the provision of the Services.

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

14.0 Confidential Information

14.1 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 the ONCAT, the financial affairs of the ONCAT , the relations of the

ONCAT with third parties and materials prepared by Trent University under this Agreement, excluding the Deliverable. 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 the 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.

14.2 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.

14.3 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.

14.4 The Parties acknowledge that breach of any provisions of this Article 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.

14.5 If either Party or any of its 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 Article shall survive the termination or expiry of the Agreement.

15.0 Representatives

15.1 The Designated ONCAT Representative for this Agreement will be Glenn Craney, Executive Director or such other individual as the ONCAT may appoint. The Designated Representative for the Contractor will be Joe Muldoon, Head, Trent University or such other individual as Trent University may appoint. The ONCAT and the Contractor will notify each other in writing of any change to the Designated Representative.

16.0 Communications and Publicity

16.1 Any communications, publicity or publications related to this Agreement or Services shall be at the sole discretion of the ONCAT. The 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 the ONCAT without the prior written consent of the ONCAT. Without limiting the generality of this paragraph, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Agreement unless it has first obtained the express written authorization to do so by the ONCAT. This paragraph shall survive the expiration of this agreement.

16.2 Notwithstanding paragraph 16.1 the contractor agrees that during the term of this agreement and for a period of 12 months following its expiration the contractor shall provide to the Executive Director such assistance or information as he/she may require in responding to media inquiries or interest with respect to the deliverables.

17.0 Governing Law

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

18.0 Severability of Provisions

18.1 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.

19.0 Waiver

19.1 The 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 the 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.

19.2 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.

19.3 Acceptance or approval of any Services by ONCAT officials, either express or implied, will not alter the Contractor's responsibilities under this Agreement.

20.0 Enurement

20.1 This Agreement will enure to the benefit of and be binding upon the successors and assignees of the ONCAT and upon the heirs, successors and assignees of the Contractor approved by the ONCAT under section 21.

21.0 Assignment of Agreement

21.1 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 the 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 the ONCAT and shall comply with any terms and conditions subsequently prescribed by the ONCAT resulting from the disclosure.

22.0 Retention of Subcontractors

22.1 The Contractor shall not retain subcontractors, without the prior written consent of the Designated ONCAT Representative. No subcontract will relieve the Contractor from the obligations under this Agreement or impose any liability upon the ONCAT to any subcontractor.

23.0 Amendment of Agreement

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

24.0 Notices

24.1 Any notice to be given under this Agreement will be personally delivered or sent by prepaid registered mail addressed to the parties at their respective addresses or by facsimile transmission, as follows: The Ontario Council on Articulation and Transfer, Attn: Arlene Williams, Policy and Programs Director, 180 Dundas Street West, Suite 1902, Toronto, ON, M5G 1Z8, awilliams@oncat.ca, and Attn: Joe Muldoon, Head, Trent University, Bata Library 108.3, 1600 West Bank Drive, Peterborough, ON K9J 7B8, jmuldoon@trentu.ca.

The parties may designate a different address or FAX number to one another at any time. 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

or fax, on the date on which the notice was delivered or transmitted.

25.0 Force Majeure

25.1 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 10 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.

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

26.1 The express rights and remedies of the 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 the ONCAT or any other obligations of the Contractor at law or in equity.

27.0 Entire Agreement

27.1 This Agreement, including Schedule A, (Terms of Reference, Products 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.

28.0 Signing Authority

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

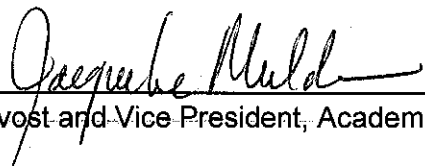
In witness whereof the ONCAT and the Contractor have executed and delivered this Agreement on the dates set out below.

Ontario Council on Articulation and Transfer

Director Per: Glenn Craney, Executive

(date)

Trent University



Per: Dr. Jacqueline Muldoon, Interim
Provost and Vice President, Academic

Sept 30, 2015 (date)

SCHEDULE A

To the Agreement between Ontario Council on Articulation and Transfer (ONCAT) and Trent University (the "Contractor"), dated September 30, 2015.

TERMS OF REFERENCE

Trent University shall be responsible for the provision of the Services and/or Deliverables, and only Trent University shall provide the Services under the Agreement.

PRODUCTS AND DELIVERABLES

PROJECT OVERVIEW

Description

Expansion of existing University Transfer (UT) partnership between Trent University and Fleming College to increase likelihood of on-time baccalaureate attainment for students transferring between the institutions. Program enrolment will be supported with a blend of students through traditional entry routes and bidirectional remediation. The aim is to support all students through a transfer pathway model that increases their likelihood of success.

Trent University (Trent) and Fleming College (Fleming) propose the expansion of the University Transfer program partnership between the institutions to increase on-time baccalaureate attainment for students. The project team has identified that the existing UT pathway to Trent grants 5.0 transfer credits, however not all may apply to the student's program degree requirements, in particular environmental/science and business disciplines. The proposal includes the expansion of the program by introducing streams that would support students studying in social science/general arts, environmental/science or business disciplines. The pathways will be available to students that enter through traditional recruitment processes in addition to those whom are bidirectional remediated. This includes students placed on academic suspension after their first year of study at Trent. All pathway developments will be student centric providing alternative options to suspended students rather than the traditional one calendar year suspension. Trent and Fleming intend to incorporate enrolment from all entry points to facilitate pathways for students both within, and outside of, the bidirectional remediation process.

Methodology

The program coordinators have strategically identified disciplines with the largest first year suspension rates and aim to develop a comprehensive process to retain these students within the local postsecondary sector. A brief analysis of the 2014 first year suspension data (appendix A) of the Bachelor of Business Administration, Social Science/General Arts, Environmental Science and General Science programming resulted in an aggregate

first year suspension rate of 8.5%. Trent defines academic suspension when a student's "cumulative average is less than 50%" (Trent University, 2015, p. 277).

The quantitative analysis has informed the proposed development of new streams within the UT program or the redesign of existing pathways. Initial data analysis indicates the need in the social science/general arts, environmental/science and business program areas. The UT model will require the development and/or the modification of course(s) to ensure the student will receive 5.0 appropriate transfer credits towards the chosen degree program assuring on-time completion in three additional years of study at Trent.

Our goals for development of the UT streams is to establish programs that provide 1:1 course equivalencies, necessary program prerequisites and courses that are eligible for specified program degree requirements. The institutions plan to accomplish this through collaborative course design and development. Fleming will develop courses in consultation with Trent academic departments. Each proposed stream demonstrates specific goals and aspirations set within each institution's 2015 Strategic Mandate Agreements, such as heightened focus on indigenous and environmental learning.

Program Design

Courses	Social Science	Environmental/Science	Business	Requires Development
Accounting			Yes	Yes
Biology A		Yes		Yes
Biology B		Yes		Yes
English A	Yes			
English B	Yes			
Environmental Studies A		Yes		Yes
Environmental Studies B		Yes		Yes
Indigenous Studies A	Yes	Yes	Yes	Yes
Indigenous Studies B	Yes	Yes	Yes	Yes
Intro. To Management			Yes	Yes
Macroeconomics			Yes	
Math A	Yes	Yes		Yes
Math B	Yes	Yes		Yes
Microeconomics			Yes	
Psychology A	Yes	Yes	Yes	
Psychology B	Yes	Yes	Yes	
Sociology A	Yes		Yes	
Sociology B	Yes		Yes	
Writing for Success	Yes	Yes	Yes	

Stream	Trent Program
Social Science	Psychology (BA/BSc)
	Sociology (BA)
	Indigenous Studies (BA)
	English (BA)

Environmental/Science	Environmental Science/Studies (BA/BSc)
	Psychology (BA/BSc)
	Biology (BSc)
	Indigenous Studies (BA)
	Indigenous Environmental Studies (BA/BSc)
Business	Business Administration (BBA)
	Economics (BA/BSc)
	Psychology (BA/BSc)
	Sociology (BA)
	Indigenous Studies (BA)

These student centric pathways will breed and foster student success. Although these students are facing academic uncertainty their enrolment into one of these pathways will support the development of heightened confidence in their abilities. The bidirectional remediation process will keep academically at risk students engaged in local postsecondary education as it provides alternative learning experiences. The inclusions of students through traditional entry routes provides an opportunity to those students who feel a transitional program is beneficial in their postsecondary career.

Topic Experience

The lead coordinators of the project will be Hailey Wright (Trent) and David Baker (Fleming) who will collaborate with the various unit's responsible admissions, transfer credits, and frontline support for students throughout the redirect. The overall project team includes members from multiple areas across Trent and Fleming and the collective knowledge of the team has skill sets in frontline student service, student file management and pathways coordination. This permits the project to consider all areas of student success when developing the processes and procedures. The project coordinators will be responsible for the collection and distribution of information to support the creation of new streams within the UT program and coordination of the quarterly project team meeting and, if necessary, coordinate the team to connect and discuss upcoming goals of the project and review successes or challenges. The meetings will act as a platform to amalgamate feedback and status reports from all involved departments pertaining to the project and will allow the project coordinators an opportunity to compile information to provide ongoing updates to the ONCAT team and steer successful completion of the project and launch of the new transfer pathways.

Project Management

The project timeline outlines a high-level overview of the goals and outcomes. Timelines are incorporated as a guideline for the project team, as well as ONCAT, and serves as a parameter for project deliverables. Based on administrative functions and institutional directives at both Trent and Fleming, the timeline is subject to change and any substantial adjustments will be communicated to all stakeholders involved.

Collaboration with UOIT 2015-23

Trent University will engage in discussions with UOIT with respect to the concurrent UOIT project 2015-23 and provide advice in producing a final report which explores the development of redirect pathways and outlines best practices for the system.

Deliverables

Date	Activity	Deliverable	Department
October 2015 to Spring 2016	a. Development of three new streams within UT programming (Social Sciences, Business and Environmental/ Sciences)	a. Development of three new pathways that will support the project as well as wider recruitment for Trent and Fleming	Trent/Fleming Transfer Pathway offices Multiple Trent/Fleming Academic departments
January 15, 2016	Submit INTERIM Report to ONCAT		
Spring/ Summer 2016	<ul style="list-style-type: none"> a. Identification and circulation of notifications regarding academic suspension to students b. Alternate offer to Fleming programming given to student c. Students work with Academic Advisors at both institutions to enroll in pathway d. Students accept offer to Fleming and are assessed for transfer credits at Fleming 	<ul style="list-style-type: none"> a. Offers issued from Fleming Admissions b. Students become enrolled in Fleming programming 	Trent/Fleming Office of the Registrar Trent/Fleming Admissions Office Transfer Pathway departments Academic Advisors
Anticipated end date: Spring 2016 All project outcomes documented into report outlining successes and best practices in the creation of 3 transfer pathways within the UT program from the initiative and circulated to ONCAT for project closure.			
March 15, 2016	Submit FINAL Report and supporting documents to ONCAT		
Fall 2016 to Spring 2017	a. Students complete their UT program at Fleming and reapply to Trent for admission on an advanced standing basis		Fleming Registrar's Office Transfer Pathway departments Trent Admissions Office Academic Advisors

REPORTING REQUIREMENTS

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

Interim Report	15 January 2016
Final Report and Executive Summary	15 March 2016

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

- an Executive Summary;
- an explanation of the complete development of the transfer pathway and any related curriculum;
- an analysis of the learning outcomes for the relevant programs, as articulated in the provincial program standards, the Ontario Qualifications Framework, and/or the Undergraduate Degree Level Expectations (UDLEs);
- best practices and lessons learned from this approach to the development of transfer agreements;
- expected implementation dates, including a list of approvals and pending approvals, as applicable; and
- a detailed financial statement.

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

**SCHEDULE B
PROJECT BUDGET**

RESEARCH BUDGET:				
PERSONNEL:				
Name of Proposed Team Members <i>(insert additional rows if necessary)</i>	Title/Position	# of Days/ Semesters	Per Day/ Semester Rate	Total: # x Rate
David Baker	Business Analyst, Academic Operations, Fleming College	20	\$200	\$ 4,000
Kevin Whitmore	Director, Admissions, Trent University	10	\$300	\$ 3,000
Darryl Papke	Manager, Admissions, Fleming College	10	\$300	\$ 3,000
Office of the Registrar designate	Trent University	20	\$200	\$ 4,000
Office of the Registrar designate	Fleming College	10	\$200	\$ 2,000
Course Development	Fleming College	10 courses to be developed	@\$3,500	\$35,000
Joe Muldoon	Head, Trent University Durham	10	\$600	\$6,000
Susan Kloosterman	Manager, Academic Operations, Fleming College	10	\$600	\$6,000
Hailey Wright	Coordinator, Academic Operations, Fleming College	20	\$200	\$4,000
Trent Faculty Course Development Consultations	Academics – Trent	10	\$500	\$5,000
Academic Advisors	Trent University	10	\$200	\$2,000
Academic Advisors	Fleming College	10	\$200	\$2,000
Personnel Costs Subtotal				\$51,000
DIRECT COSTS:				
Detailed Description of Direct Costs (if applicable) <i>(insert additional rows if necessary)</i>				Cost
Project Team meetings (8 meetings) (8*\$500) Security, Admin, etc.				\$4,000.00
Supplies/incidentals (telephone, etc.)				\$500.00

Direct Costs Subtotal	\$4,500.00
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TRAVEL AND ACCOMMODATION:	
Detailed Description of Travel and Accommodation (if applicable) <i>(insert additional rows if necessary)</i>	Cost
Estimated 180km * \$0.40 * 8 meetings	\$640.00
Travel and Accommodation Subtotal	\$640.00

OVERHEAD:	
A detailed description of what constitutes overhead must be provided (if applicable) <i>(insert additional rows if necessary)</i>	Cost
University Overhead at 7%	\$3,929.80
College Overhead at 3%	\$1,684.20
Overhead Subtotal	\$5,614.00

FUNDING:	
Personnel Costs Subtotal	\$51,000
Direct Costs Subtotal (if applicable)	\$4,500
Travel and Accommodation Subtotal (if applicable)	\$640
10% of Overhead Total (if applicable)	\$5,614
Firm Fixed Price (ONCAT Funding)	\$61,754
HST (13%) (if applicable)	N/A
Total ONCAT Funding (Firm fixed price + HST)	\$61,754
In Kind Contribution	\$25,000
Total Project Cost (Total ONCAT Funding + In Kind)	\$86,754.00

PAYMENT SCHEDULE

Payment 1: Signed Contract [30 September 2015]	\$24,701.60
Payment 2: Interim Report – Schedule C [15 January 2016]	\$18,526.20
Payment 3: Final Report [15 March 2016]	\$18,526.20
Total Payment	\$ 61,754.00

SCHEDULE C



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.

The description in the boxes should guide your response. The description in the boxes should not be included in your submission to ONCAT.

Id	Actual	Revised	Changes (explain if any)
Project name:		<project name>	
Member:		<member name>	
Project number:		<project number>	
Project manager:		<project manager's name>	
Project manager contact info:		<project manager's contact info>	
Report date:		<date interim report produced, dd-mmm-yy>	
Distribution:	Arlene Williams, Policy and Programs Director, ONCAT awilliams@oncat.ca Lena Balata, Project Officer, ONCAT lbalata@oncat.ca	<name 1, title> <name 2, title>, etc.	

Management Summary

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					

Progress and 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	Title	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				

Describe any major changes since the previous report, or any other commentary you feel is appropriate.



Project Status Interim Report
Project name:

Project number:
Member:

Metrics

Report any key metrics if this is appropriate. This is to be a very brief summary.

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)	
Member paid to date	

TOTAL CONTRACT VALUE	
Planned total	

TOTAL CONTRACT VALUE REMAINING	
Remaining Interim Payment	
Remaining Final Payment	
Total Remaining to be paid	

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.

Change History

Describe any major changes or any other commentary you feel ONCAT should be informed about.

Other

Add anything else you think is appropriate, such as reports on any outside audits/reviews of the project and their key findings.