

**Articulation Agreement
Brock University and Fleming College**

**Pathway for Students from Sir Sandford Fleming College of Applied
Arts & Technology, Recreation & Leisure Services, Diploma
to**

Brock University, Bachelor of Recreation & Leisure Studies

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, Ontario K9J 7B1

DATE September 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 College is a public college operating under the authority of provincial legislation and is located in Peterborough, Ontario.

Brock and Fleming (individually, the “Party” and collectively, the “Parties”) have agreed to provide a pathway for Fleming graduates of the Ontario College Diploma in Recreation & Leisure Services program into the Bachelor of Recreation & Leisure Studies 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 Recreation and Leisure Studies and Faculty of Applied Health Sciences at Brock, as well as the Recreation & Leisure Services program 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 Recreation & Leisure Studies program are required to complete a minimum of 15.0 credits for the 3-year pass, and 20.0 credits for the 4-year with major or honours 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 a maximum of 6.0 credits towards the Bachelor of Recreation & Leisure Studies to incoming students from Fleming in recognition of their course work at Fleming. The Fleming courses agreed by both Parties to count towards satisfying these credit requirements are outlined in Appendix A attached hereto. It is acknowledged by the Parties that approximately three 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 Fleming's Ontario College Diploma in Recreation & Leisure Services or Brock's Recreation & Leisure Studies program 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. Fleming agrees to provide Brock with at least six (6) months' notice of any Material Curriculum Modification. For the purposes of this Agreement, a "Material Curriculum Modification" is any change in curriculum that could alter the program learning outcomes, entry or graduation requirements.
- 1.4. **Admission Requirements.** Students may apply for transfer to the Brock portion of the program after completing program requirements or while studying in their 2nd year of the Diploma program at Fleming. The minimum requirement for entry into the Brock portion of the program is a minimum cumulative average of 70% and successful completion of the Fleming Diploma program. Graduates of the Fleming Diploma program dating back to Spring 2022 are eligible for admission through this pathway. Successful completion of the Diploma program will satisfy admission prerequisite subject requirements for entry to the Recreation & Leisure Studies degree program.
- 1.5. **Promotion.** Brock and Fleming agree to publicize these opportunities and to ensure that students understand the nature of the programs, requirements for recruitment, and the nature of working in the Recreation and Leisure field.

2. TERM & TERMINATION

2.1. **Term.** This Agreement commences on the Effective Date and shall continue for a 5-year period until August 31, 2027 ("Term") unless terminated earlier in accordance with this Agreement.

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



Sandra Dupret
Executive Vice President, Academic
and Student Experience

December 01, 2022

Date

BROCK UNIVERSITY



Dr. Lynn Wells
Provost and Vice-President, Academic

November 30, 2022

Date



Dr. Peter Tiidus
Dean, Faculty of Applied Health Sciences

November 24, 2022

Date

Appendix A: Transfer Credits

Graduates of the Ontario College Diploma in Recreation and Leisure Services program transferring to the Bachelor of Recreation and Leisure Studies with an average between 70.0-74.9% will receive the following 5.0 transfer credits:

- 1.0 Unspecified Year 1 credit
- RECL 1P90 - Introduction to Recreation & Leisure Studies
- RECL 1P95 - Recreation Programming
- RECL 1P99 - Leadership in Parks, Recreation & Leisure Services
- 1.5 Unspecified Year 2 RECL credit
- RECL 2P15 - Understanding Communities and Community Organizations
- RECL 3P95 - Recreation & Leisure Services Field Experience

Graduates of the Ontario College Diploma in Recreation and Leisure Services program transferring to the Bachelor of Recreation and Leisure Studies with a minimum average of 75.0% will receive the following 6.0 transfer credits:

- 1.0 Unspecified Year 1 credit
- RECL 1P90 - Introduction to Recreation & Leisure Studies
- RECL 1P95 - Recreation Programming
- RECL 1P99 - Leadership in Parks, Recreation & Leisure Services
- 1.5 Unspecified Year 2 RECL credit
- RECL 2P15 - Understanding Communities and Community Organizations
- RECL 3P04 - Leisure and Health Promotion
- RECL 3P76 - Recreation Facilities Management
- RECL 3P95 - Recreation & Leisure Services Field Experience