



ARTICULATION AGREEMENT

BETWEEN

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY
PETERBOROUGH, ONTARIO, CANADA

AND

TRENT UNIVERSITY
PETERBOROUGH, ONTARIO, CANADA

APRIL 2024

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 **Trent University** (hereinafter referred to as “**TRENT**”), whose address is 1600 West Bank Drive, Peterborough, Ontario K9L 0G2.

For this AGREEMENT:

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

ARTICLE 1: PURPOSE

This Agreement aims to provide meaningful opportunities for Trent alumni to continue their education at Fleming. It establishes the principles, guidelines, and procedures governing admission and assessment of selected qualified candidates to enter the Ontario College Advanced Diploma in Biotechnology-Advanced program at Fleming following the successful completion of select programs at TRENT.

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 of their respective programs, during related special events and on their websites.

ARTICLE 3: ADMISSION REQUIREMENTS

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

Each PARTY acknowledges that 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 to update this Agreement. Articulation designates that each PARTY will review the AGREEMENT annually to ensure it is current.

ARTICLE 5: DATA SHARING AND EVALUATION

To evaluate the Agreement's success, 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 research purposes. The parties will determine the frequency of a progress report.

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
- 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 regarding this AGREEMENT will be provided by those laws. The TRENT 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 confidence and safeguard the other's confidential information and any Personal Information disclosed 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 discontinue the display of the other’s marks at their own cost and expense.

ARTICLE 8: TERMS AND CONDITIONS OF THE AGREEMENT

- I. This AGREEMENT is effective from the 1st day of April 2024 for five (5) calendar years.
- II. Either PARTY may terminate this AGREEMENT. In this case, a three (3) months notice is required. The termination request shall be submitted in writing to the individual(s) noted in ARTICLE 10: ADMINISTRATIVE CONTACTS. If 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 to any PARTY, and no liability will arise or be assumed by the PARTIES. 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 partners, joint venturers, franchisees or franchisors, agents, or representatives 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	TRENT
Theresa Knott, Ph.D. Executive Vice-President, Academic Experience theresa.knott@flamingcollege.ca	Dr. Michael Khan Provost and Vice-President Academic michaelkhan@trentu.ca

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 TRENT and FLEMING, and no representation, warranty, collateral agreement, or condition affects this Agreement other than as expressed here in writing.
- III. This AGREEMENT will be governed by and under 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 respect under any applicable law, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.
- VI. This AGREEMENT shall ensure 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 AGREEMENT have the authority to sign in the capacity indicated.

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



Theresa Knott, Ph.D.
Executive Vice-President, Academic Experience

May 2, 2024

Date

SIGNED for and on behalf of Trent University by:



Dr. Holger Hintelmann
Dean, Science

21.05.2024

Date



Dr. Michael Khan
Provost and Vice-President Academic

June 17, 2024

Date

SCHEDULE A

Program of Study	Ontario College Advanced Diploma in Biotechnology-Advanced
Date of Implementation	April 2024
Date of Renewal	April 2029

REQUISITE PROGRAM

- Bachelor of Science in Biology
- Bachelor of Science (Honours) in Biology
- Bachelor of Science in Biochemistry & Molecular Biology
- Bachelor of Science (Honours) in Biochemistry & Molecular Biology
- Bachelor of Science (Honours) in Forensic Biology
- Bachelor of Science (Honours) in Forensic Science

ADMISSION REQUIREMENT

A TRENT requisite program graduate with a 75% program average will be eligible for admission consideration. An applicant presenting a degree average of 70-74% will be considered case-by-case. No longer than five years must have elapsed between the conferral of the degree and admission into Fleming. If the applicant is beyond this period and has been working in the field, the dean or designate may grant an exception on a case-by-case basis.

Fleming does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter the third semester of a five-semester program. No additional credits will be awarded unless other academic work is presented beyond the credential used for admission.

COMPLETION TIMEFRAME

Fleming's program can be completed in three (3) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

A student must complete the program's Indigenous course requirement unless otherwise satisfied through previous academic work. If the Indigenous requirement is missing, the student's general education requirement for semester three (3) must be INDG49. An applicant who has taken an equivalent Indigenous course is exempt. In place of the INDG49 course, a student must take the

semester three (3) general education course from the elective list. In addition, students must complete semester four (4) general education requirements.

ADDITIONAL NOTES

None