



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this _____6_____ day of June 2025:

between

University of New Brunswick

and

Sir Sandford Fleming College

Bachelor of Science in Environmental Management

June 2025

MEMORANDUM OF UNDERSTANDING

between

The University of New Brunswick, Fredericton, New Brunswick (hereinafter called UNB)

and

Sir Sandford Fleming College, Peterborough, Ontario (hereinafter called FLEMING).

1.0 PREAMBLE

Whereas UNB has a four-year Bachelor of Science in Environmental Management with Wildlife Conservation, Water Resource Management, or People, Policy, and Planning major options ("BScEM") that will permit successful applicants to enter into the degree program in one of these three majors with a two-year diploma from a recognized Canadian post-secondary college diploma program with transfer credit;

And whereas FLEMING has a two-year diploma program in Environmental Technician option ("ET diploma program");

And whereas FLEMING has a two-year diploma program in Ecosystem Management Technician option ("EMT diploma program");

And whereas FLEMING has a two-year diploma program in Conservation Biology option ("CB diploma program");

And whereas FLEMING desires recognition of its ET, EMT, and CB diploma programs, for the purposes of allowing graduates of its ET, EMT, and CB diploma programs to enter the UNB BScEM;

And whereas UNB has reviewed the current course offerings at FLEMING and wishes, also, to formalize recognition of FLEMING's ET, EMT, and CB diploma programs for qualified graduates to enter into UNB's BScEM degree program;

Now therefore this Agreement witnesses that FLEMING and UNB covenant and agree with each other, as follows:

2.0 RECOGNITION OF PROGRAM AND TRANSFER CREDIT

UNB agrees to recognize FLEMING and its ET, EMT, and CB diploma programs, with the list of courses attached hereto as Appendix "A", "B", "C" as a recognized Canadian post-secondary college diploma program for the purposes of entry into UNB's BScEM degree program in the applicable major identified in each Appendix, on the following terms and conditions:

- A. While the FLEMING diploma program is recognized during the term of this Agreement and any renewals thereof, graduates of the ET, EMT, or CB diploma programs will be

qualified as graduates, eligible for BScEM admission and transfer credit given in the amount specified in the applicable Appendix should they apply and be accepted into the UNB BScEM degree program for that applicable Appendix, on the condition that the ET, EMT, or CB diploma program graduate has earned an overall average of 70% or higher and a minimum grade of 60% in each course for which they seek transfer credit and they are in good academic standing.

- B. This recognition of the ET, EMT, and CB diploma programs is based on UNB's assessment of the ET, EMT, and CB diploma programs at the time of signing of this Agreement and does not guarantee continued recognition should an individual course or course content in the diploma programs change.
- C. FLEMING agrees to provide UNB at least 90 days advance written notice of planned major revisions to FLEMING's ET, EMT, or CB diploma programs course content (and/or in the list of courses in Appendices "A", "B", "C") so that UNB can undertake a reassessment of eligibility of the applicable changed diploma programs for each of them to remain a recognized Canadian public post-secondary college diploma program.
- D. UNB agrees to provide FLEMING at least 90 days advance written notice of any changes to the BScEM degree program which may impact the recognition of FLEMING and its ET, EMT, or CB diploma programs under this Agreement. FLEMING agrees to allow UNB to reassess the eligibility of the ET, EMT, and CB diploma programs for each of them to remain a recognized Canadian public post-secondary college diploma program after such changes to the applicable UNB degree program.
- E. The parties agree to review this transfer credit arrangement annually. Such a review may be conducted through the means deemed appropriate by both parties.

3.0 ADMITTANCE

Normally, no more than twenty-five (25) FLEMING graduates may be admitted annually to the UNB BScEM program under this Agreement; however, the parties, upon mutual agreement, may amend the number of graduates who may be accepted.

The parties confirm that this Agreement does not provide guaranteed seats to FLEMING ET, EMT, or CB graduates. Such graduates who meet minimum program requirements may not receive guaranteed admission when applying.

Other than the specific recognition terms specified in 2.0 above, FLEMING ET, EMT, and CB diploma graduates shall be subject to normal admission procedures for the UNB BScEM degree program they are applying to.

Neither party is obliged to provide financial support for students.

4.0 OTHER RESPONSIBILITIES

Except as otherwise authorized in writing by the other party, each party shall do business in its own name only and shall not trade upon the name or credit of the other party. All brochures, advertisements, website materials, or other solicitations for the program that include reference to the other party, regardless of medium and language, shall be subject to the other party's prior written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of the recognition specified in this Agreement. The parties agree that upon a party's request, any information presented by the other party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted, and/or withdrawn. This Agreement confers no rights upon a party to use the logos, marks, and likeness of the other party in any advertising except as authorized by the other party in writing.

FLEMING agrees to provide the opportunity for representatives of UNB to visit appropriate forums at FLEMING to disseminate information about the applicable UNB degree programs. UNB agrees to provide the opportunity for representatives of FLEMING to visit appropriate forums at UNB to disseminate information about the FLEMING diploma programs.

This Agreement does not provide any financial obligations from one party to the other. The parties shall each bear their own expenses in respect of establishment, operation, and administration of all aspects of this Agreement.

Each party shall indemnify and hold harmless the other party in connection with any liabilities, claims, losses, costs, damages, charges, and expenses whatsoever, including reasonable legal fees, in any way caused by or arising from the performance or non-performance of its obligations under this Agreement, any negligent act or omission, or any breach of any representation, warranty or covenant.

Neither party to this Agreement is liable to the other party for any negligent or wrongful act, either of commission or omission, of the other or of one of its students. Nothing in this Agreement is to be construed as either enlarging or diminishing any legal obligation or duty owed by one party to the other or to a third party.

The parties are entering into this Agreement as independent contractors. Nothing in this Agreement shall render either party to be an agent, fiduciary or partner of, or joint-venturer with the other party in any respect. Neither party shall have any authority whatsoever with respect to the property or business of the other party except as expressly provided in this Agreement.

5.0 CONFIDENTIALITY AND DATA PRIVACY

The parties acknowledge that they shall each provide and receive confidential and proprietary information throughout this agreement. "Confidential Information" means all information considered confidential or proprietary by UNB or FLEMING, including, but not limited to, all non-public information about the academic program, courses or program materials, financial information, marketing information, business opportunities, personal information about students, alumni, or employees, or research and donor information.

Subject to legislative requirement or judicial direction, the parties agree not to disclose Confidential Information for any purpose other than to fulfill the purposes of this Agreement. The

Parties further agree not to disclose Confidential Information to anyone other than an employee or agent of that party except with the express written consent of the party to which the Confidential Information belongs, or as may be required by law. The parties' obligation not to disclose the Confidential Information without the prior written consent of the other party shall continue to apply after this Agreement has terminated (for any reason) unless the information becomes public knowledge through no fault of the other party.

Both parties undertake to comply with all applicable provincial or federal laws pertaining to the protection of personal information, including student, faculty, or staff information, including, but not limited to, the New Brunswick *Right to Information and Protection of Privacy Act* (RTIPPA) and the Ontario *Freedom of Information and Protection of Privacy Act* (FIPPA).

The parties agree that they will not copy, reproduce, modify, enhance, improve, or alter in any way the Confidential Information provided to them or use the Confidential Information for any purpose other than to fulfil the purposes of this Agreement. Furthermore, the parties agree that they will not authorize or permit any other third-party access to or use of the Confidential Information without the express written consent of Party to which the Confidential Information belongs.

The parties agree to implement reasonable technical, administrative, and physical security measures to safeguard the Confidential Information. In the event of a breach of the Confidential Information, or personal information of any student, faculty member or employee, both parties agree to cooperate with any investigation, including any investigation conducted by the New Brunswick Ombud's Office and/or the Ontario Office of the Information and Privacy Commissioner, and shall decide which Party will notify affected individuals.

6.0 INDEMNIFICATION

FLEMING agrees to defend, indemnify and save the UNB harmless from all loss, cost, expense, judgment or damage on account of any claim, liability, loss, suit, action, in any way caused by the willful misconduct or negligence of the FLEMING, its servants, agents or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the UNB in defending any legal action pertaining to the above.

UNB agrees to defend, indemnify and save the FLEMING harmless from all loss, cost, expense, judgment or damage on account of any claim, liability, loss, suit, action, in any way caused by the willful misconduct or negligence of the UNB, its servants, agents, or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by FLEMING in defending any legal action pertaining to the above.

7.0 TERMS AND IMPLEMENTATION OF THE AGREEMENT

This Agreement takes effect for a term of five (5) years on the date of last signature by the parties. This Agreement will automatically expire unless the parties agree to a further extension, which shall be in writing and signed by the parties.

Either party may terminate this Agreement immediately if:

- (a) the other party is in breach of the Agreement;
- (b) the party gives written notice to the other party in respect of the other party's breach; and
- (c) the other party fails to remedy the breach within thirty calendar days after delivery of the written notice.

Without limiting the generality of the foregoing, the parties agree that for the purposes of defining a "breach of the Agreement," a failure of the FLEMING diploma programs to pass a reassessment of eligibility under 2.0 above shall be a "breach of the Agreement."

Either party may terminate this Agreement upon at least one year's prior written notice to the other party to be effective on April 30th that occurs at least one year after the written notice is received by the other party.

The parties agree that they may amend, by mutual agreement and at any time, any section of this Agreement. Any amendment of the said Agreement will come into effect upon approval in accordance with the procedures in effect at UNB and FLEMING.

Neither party shall be responsible for the failure or delay in performing any of its obligations due, directly or indirectly, by act of God, act of public enemy, acts of governmental bodies or agencies foreign or domestic (including inability to procure materials because of governmental priority orders or allocations or restrictions upon the use of materials or manpower), port congestion, nuclear incidents, sabotage, riot, fire, floods, typhoons or unusually severe weather, earthquakes, explosions or other catastrophes, pandemics, epidemics or quarantine restrictions, strikes, labour unrest or labour shortages, accident, freight embargoes, delays occasioned by carriers or delays of a supplier of materials, components, facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information required from the one of the parties to the other, or because of any other causes beyond either party's control, in whole or in part.

Upon the occurrence of any excusable delay, the party experiencing such an occurrence shall promptly notify the other party of the occurrence and estimate the duration of said occurrence. Thereupon, the time within which the party experiencing such occurrence shall have to perform its obligations under this Agreement shall, to the extent necessitated by such occurrence and for the duration of such occurrence, be appropriately delayed.

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart. The Parties each waive the right to raise any defense based on execution in counterparts or the delivery of such executed counterparts by electronic means.


(Balance of page intentionally left blank – signatures follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED SEALED & DELIVERED
in the presence of:

Witness

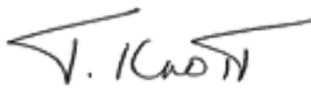
UNIVERSITY OF NEW BRUNSWICK

Per: 
Dr. Paul J. Mazerolle,
President and Vice-Chancellor

SIGNED SEALED & DELIVERED
in the presence of:


Witness

SIR SANDFORD FLEMING COLLEGE

Per: 
Theresa Knott, Ph.D.
Executive VP, Academic

Appendix “A”

List of Course Equivalencies for FLEMING Environmental Technician (ET) Diploma to UNB BScEM: Bachelor of Science in Environmental Management by Major

UNB COURSE NUMBER	UNB COURSE NAME	Credit Hours	FLEM (ET)- People, Policy & Planning	FLEM (ET)- Water Resource Management	FLEM (ET)- Wildlife Conservation
CHEM 1303	Intro to Environmental Chemistry	3	<u>SCIE 189</u>	<u>SCIE 189</u>	<u>SCIE 189</u>
ENVM 1001	Prof Skills in ENVM/FOR	5	<u>COMM 201</u> <u>APST 154</u>	<u>COMM 201</u> <u>APST 154</u>	<u>COMM 201</u> <u>APST 154</u>
ENVM 1002	Res Management. Issues Ethics Comms	5	<u>COMM 202</u>	<u>COMM 202</u>	<u>COMM 202</u>
ENVM 3000	Indigenous Perspectives. in Natural Resource Stewardship	3	<u>INDG 49</u>	<u>INDG 49</u>	INDG 49
ENVM 3201	Urban Hydrology Watershed Management	3	ENVR 18	<u>ENVR 18</u>	ENVR 18
FOR 2281	GIS in FOR/ENVM	3	<u>SURV 18</u> <u>GEOM 163</u>	<u>SURV 18</u> <u>GEOM 163</u>	<u>SURV 18</u> <u>GEOM 163</u>
FOR 2425	Autecology of Forest Vegetation	5	<u>FSTY 50</u>	<u>FSTY 50</u>	<u>FSTY 50</u>
FOR 2505	Forest Soils: Formation and Properties	5	<u>ENVR 11</u> <u>GEOL 83</u>	<u>ENVR 11</u> <u>GEOL 83</u>	<u>ENVR 11</u> <u>GEOL 83</u>
1000-level ENVM	Elective 1	3	ENVR 19 ENVR 13	<u>ENVR 19</u> <u>ENVR 13</u>	<u>ENVR 19</u> <u>ENVR 13</u>
2000-level ENVM	Elective 2	3	<u>ENVR 20</u>	<u>ENVR 20</u>	<u>ENVR 20</u>
1000-level ENVM	Elective 3	3	ENVR 8	ENVR 8	ENVR 8
1000-level ENVM	Elective 4	3	SSFC 19 x2	SSFC 19 x2	SSFC 19 x2
1000-level MATH	Elective 5	3	MATH 63	MATH 63	MATH 63
1000-level ENVM	Elective 6	3	<u>ENVR 10</u> <u>ENVR 15</u>	ENVR 10 ENVR 15	ENVR 10 ENVR 15
2000-level ENVM	Elective 7	3	ECOS 13	ECOS 13	ECOS 13
1000-level ENVM	Elective 8	3	SCIE 6 ENVR 21	<u>SCIE 6</u> <u>ENVR 21</u>	SCIE 6 ENVR 21
1000-level ENVM	Elective 9	3	SURV 19 ENVR 1	SURV 19 ENVR 1	SURV 19 ENVR 1
MAX ELECTIVE CH			18	6	24
TRANSFER CH			53	47	50

The course codes underlined are CORE or CONSTRAINED electives for a given BScEM Major. Unconstrained electives are not underlined. The number of electives varies by major, and the maximum number of unconstrained electives available for transfer are noted above.

Total Maximum Transfer of 53 Credit Hours towards: UNB Bachelor of Science in Environmental Management, People, Policy, and Planning Major

Total Maximum Transfer of 47 Credit Hours towards: UNB Bachelor of Science in Environmental Management, Water Resource Management Major

Total Maximum Transfer of 50 Credit Hours towards: UNB Bachelor of Science in Environmental Management, Wildlife Conservation Major

Appendix “B”

List of Course Equivalencies for FLEMING Ecosystem Management Technician (EMT) Diploma to UNB BScEM: Bachelor of Science in Environmental Management by Major

UNB COURSE NUMBER	UNB COURSE NAME	Credit Hours	FLEM (EMT)- People, Policy & Planning	FLEM (EMT)-Water Resource Management	FLEM (EMT)- Wildlife Conservation
BIOL 4191	Wildlife Management	3	FIWI 23	FIWI 23	<u>FIWI 23</u>
ENVM 1001	Prof Skills in ENVM/FOR	5	<u>COMM 201</u> <u>NATR 11</u>	<u>COMM 201</u> <u>NATR 11</u>	<u>COMM 201</u> <u>NATR 11</u>
ENVM 1002	Res Management Issues Ethics Comms	5	<u>COMM 202</u>	<u>COMM 202</u>	<u>COMM 202</u>
ENVM 2021	Natural Resource Management, Institutions, Policy & Governance	3	<u>ECOS 14</u> <u>LAWS 56</u>	<u>ECOS 14</u> <u>LAWS 56</u>	<u>ECOS 14</u> <u>LAWS 56</u>
ENVM 3000	Indigenous Perspectives. in Natural Resource Stewardship	3	<u>INDG 49</u>	<u>INDG 49</u>	INDG 49
ENVM 4111	Fisheries & Aquatic Tech.	3	ECOS 3	<u>ECOS 3</u>	<u>ECOS 3</u>
FOR 1001	Intro to Forestry	5	<u>ECOS 13</u> <u>FSTY 73</u>	<u>ECOS 13</u> <u>FSTY 73</u>	<u>ECOS 13</u> <u>FSTY 73</u>
FOR 2113	Intro Wildlife & Aquatic Ecology	3	<u>ENVR 20</u> <u>FIWI 41</u>	<u>ENVR 20</u> <u>FIWI 41</u>	<u>ENVR 20</u> <u>FIWI 41</u>
FOR 2281	GIS in FOR/ENVM	3	<u>GEOM 34</u> <u>GEOM 163</u>	<u>GEOM 34</u> <u>GEOM 163</u>	<u>GEOM 34</u> <u>GEOM 163</u>
FOR 2425	Autecology	5	<u>FSTY 50</u>	<u>FSTY 50</u>	<u>FSTY 50</u>
FOR 2505	Forest Soils: Formation and Properties	5	<u>GEOL 83</u> <u>NATR 129</u>	<u>GEOL 83</u> <u>NATR 129</u>	<u>GEOL 83</u> <u>NATR 129</u>
FOR 3303	Remote Sensing	3	<u>GEOM 16</u>	<u>GEOM 16</u>	<u>GEOM 16</u>
STAT 2264	Stats for Sci Majors	3	<u>MATH 25</u>	<u>MATH 25</u>	<u>MATH 25</u>
1000-level ENVM	Elective 1	3	<u>ECOS 7</u> <u>ECOS 10</u>	<u>ECOS 7</u> <u>ECOS 10</u>	ECOS 7 ECOS 10
1000-level ENVM	Elective 2	3	ECOS 11	ECOS 11	ECOS 11
1000-level ENVM	Elective 3	3	ORGB 22 ORGB 23	<u>ORGB 22</u> <u>ORGB 23</u>	ORGB 22 ORGB 23
1000-level ENVM	Elective 4	3	SSFC 19 x2	SSFC 19 x2	SSFC 19 x2
1000-level MATH	Elective 5	3	MATH 63	MATH 63	MATH 63
MAX ELECTIVE CH			18	6	18
TRANSFER CH			64	58	64

The course codes underlined are CORE or CONSTRAINED electives for a given BScEM Major. Unconstrained electives are not underlined. The number of electives varies by major, and the maximum number of unconstrained electives available for transfer are noted above.

Total Maximum Transfer of 64 Credit Hours towards: UNB Bachelor of Science in Environmental Management, People, Policy, and Planning Major

Total Maximum Transfer of 58 Credit Hours towards: UNB Bachelor of Science in Environmental Management, Water Resource Management Major

Total Maximum Transfer of 64 Credit Hours towards: UNB Bachelor of Science in Environmental Management, Wildlife Conservation Major

Appendix “C”

List of Course Equivalencies for FLEMING Conservation Biology (CB) Diploma to UNB BScEM: Bachelor of Science in Environmental Management by Major

UNB COURSE NUMBER	UNB COURSE NAME	Credit Hours	FLEM (CB)- People, Policy & Planning	FLEM (CB)-Water Resource Management	FLEM (CB)- Wildlife Conservation
BIOL 3703	Vert Zoo.	5	FIWI 63	FIWI 63	<u>FIWI 63</u>
BIOL 4233	Conservation Biology	3	ECOS 40	<u>ECOS 40</u>	<u>ECOS 40</u>
CHEM 1303	Environmental Chemistry	3	<u>SCIE 189</u>	<u>SCIE 189</u>	<u>SCIE 189</u>
ENVM 1002	Res Management Issues Ethics Comms	5	<u>COMM 202</u>	<u>COMM 202</u>	<u>COMM 202</u>
ENVM 3000	Indigenous Issues and Perspectives in Natural Resource Stewardship	3	<u>INDG 49</u>	<u>INDG 49</u>	INDG 49
ENVM 3002	Applied Environmental Management	4	<u>COMM 201</u> <u>ORGB 22</u>	<u>COMM 201</u> <u>ORGB 22</u>	<u>COMM 201</u> <u>ORGB 22</u>
FOR 2113	Intro Wildlife & Aquatic Ecology	3	<u>FIWI 41</u> <u>FIWI 42</u>	<u>FIWI 41</u> <u>FIWI 42</u>	<u>FIWI 41</u> <u>FIWI 42</u>
FOR 2281	GIS in FOR/ENVM	3	<u>GEOM 34</u> <u>GEOM 163</u>	<u>GEOM 34</u> <u>GEOM 163</u>	<u>GEOM 34</u> <u>GEOM 163</u>
FOR 2425	Autecology	5	<u>FSTY 50</u>	<u>FSTY 50</u>	<u>FSTY 50</u>
FOR 3303	Remote Sensing	3	<u>GEOM 16</u>	<u>GEOM 16</u>	<u>GEOM 16</u>
FOR 4655	Wildlife Techniques	3	SCIE 176	SCIE 176	<u>SCIE 176</u>
STAT 2264	Statistics for Science Majors	3	<u>MATH 25</u>	<u>MATH 25</u>	<u>MATH 25</u>
1000-level Earth Science	Elective 1	3	GEOL 83	GEOL 83	GEOL 83
1000-level ENVM	Elective 2	3	<u>ENVR 20</u>	<u>ENVR 20</u>	ENVR 20
1000-level BIO	Elective 3	3	SCIE 175	SCIE 175	SCIE 175
1000-level ENVM	Elective 4	3	SSFC 19 x2	SSFC 19 x2	SSFC 19 x2
1000-level MATH	Elective 5	3	MATH 63	MATH 63	MATH 63
1000-level BIO	Elective 6	3	SCIE 178	SCIE 178	<u>SCIE 178</u>
1000-level BIO	Elective 7	3	SCIE 177	SCIE 177	SCIE 177
1000-level ENVM	Elective 8	3	ECOS 13	ECOS 13	ECOS 13
MAX ELECTIVE CH			18	6	18
TRANSFER CH			53	44	61

The course codes underlined are CORE or CONSTRAINED electives for a given BScEM Major. Unconstrained electives are not underlined. The number of electives varies by major, and the maximum number of unconstrained electives available for transfer are noted above.

Total Maximum Transfer of 53 Credit Hours towards: UNB Bachelor of Science in Environmental Management, People, Policy, and Planning Major

Total Maximum Transfer of 44 Credit Hours towards: UNB Bachelor of Science in Environmental Management, Water Resource Management Major

Total Maximum Transfer of 61 Credit Hours towards: UNB Bachelor of Science in Environmental Management, Wildlife Conservation Major