



ARTICULATION AGREEMENT

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND (HEREAFTER REFERRED TO AS “MUN”) THROUGH THE FISHERIES AND MARINE INSTITUTE (HEREAFTER REFERRED TO AS “MI”), NEWFOUNDLAND AND LABRADOR, CANADA

AND

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY (HEREAFTER REFERRED TO AS “FLEMING COLLEGE”) ONTARIO, CANADA

WHEREAS:

- A. The parties hereto share a common interest in academic and educational fields; and
- B. To facilitate future institutional cooperation, the parties hereto wish to enter into this Articulation Agreement (the “Agreement”).

TERMS OF THE AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **Objective.** The objective of the Agreement is to establish the articulation of Fleming College’s Graduate Certificate in Aquaculture (Co-op) program with MUN’s Master of Marine Studies (Aquaculture) program [hereafter referred to as “MMS (ACUL) program”].
2. **Scope of Activities.** The scope of collaboration on academic activities under this Agreement is limited to the following:
 - a) Admission of graduates from Fleming College’s Graduate Certificate in Aquaculture (Co-op program) to the MMS (ACUL) program at MUN with advanced standing (students to receive credit for year one of the program, which includes the following courses: AQRS 6060-6065 and AQRS 6101).
3. **Background.** MUN offers an MMS (ACUL) program, through the MI campus. The MMS (ACUL) is primarily a course-based master’s program with theoretical, intensive hands-on and practical components, as well as applied management perspectives in the aquaculture field. The program provides laddering opportunities and pathway options that permits continuation of program studies from a graduate diploma through to the master’s degree. The second year of the MMS (ACUL) program is fully online and administered through MUN’s Centre for Innovation in Teaching and Learning (CITL).

Admission is available to applicants who normally possess a relevant second class or better undergraduate degree from a university of recognized standing. Students who have successfully completed the former MI Advanced Diploma in Sustainable Aquaculture within the last 10 years, and who have at least one year of recent, documented, and relevant industry experience, will be given advanced standing credit for AQUA 6060-6065, and AQUA 6101 [the equivalent of the first year of the MMS (ACUL) program].

4. **Advanced Standing.** Based on similar course and program content, students graduating from Fleming College's one-year Graduate Certificate in Aquaculture (Co-op) program, who have previously completed a relevant undergraduate degree from an institution recognized by MUN Senate, and meeting the appropriate admission requirements of the School of Graduate Studies (SGS), will be given advanced standing credit for the first year of the program, which includes AQUA 6060-6065, and AQUA 6101. Students graduating from Fleming College's one-year Graduate Certificate in Aquaculture (Co-op) program, who have not previously completed a relevant undergraduate degree from an institution recognized by MUN Senate, but who have completed a 3-year Ontario College Advanced Diploma, will be issued conditional admission until a bridging program of 2-4 undergraduate courses (obtaining a minimum 75% final grade in each course) has been completed. Appropriate admission requirements of SGS must also be met, in order to be given advanced standing credit for AQUA 6060-6065, and AQUA 6101.
5. **Promotion.** MUN and Fleming College will cooperate in the promotion of the Agreement for the MMS (ACUL) program to eligible students. Fleming College may describe this Agreement in its promotional literature and may recruit students into its eligible Programs based on having an Agreement with MUN for entry into the MMS (ACUL) program upon successful completion of the eligible program at Fleming College. Fleming College will liaise with both its graduating classes and its qualified alumni to ensure awareness of the MMS (ACUL) program. MUN will reference this Agreement in its MMS (ACUL) web page and will provide an electronic link to the Fleming College web site. MI will provide Fleming College with promotional materials for the MMS (ACUL) program, together with source materials for such local duplication as Fleming College deems appropriate. MUN will cooperate with Fleming College to facilitate student applications to MUN and acceptance into the MMS (ACUL) program at MUN.

DURATION OF THE AGREEMENT

6. **Term.** This Agreement is effective for a period of 5 (five) years from the date of signing by both parties. It may be extended or amended with the written agreement of both parties and may be terminated by either party with 3 (three) months written notice to the other party. Any notice of termination or other notice under this Agreement should be addressed as follows:

If to FLEMING COLLEGE	If to MARINE INSTITUTE, MEMORIAL UNIVERSITY
Attention: Dr. Theresa Knott	Attention: Dr. Angie Clarke
Executive Vice-President, Academic Experience	Associate Vice-President, Academic and Student Affairs
Address: Sutherland Campus 599 Brealey Drive, Peterborough, ON Canada K9J 7B1 Tel: 705-749-5530, ext. 1338 Email: theresa.knott@flemingcollege.ca	Address: 155 Ridge Rd, P.O. Box 4920, St. John's, NL Canada A1C 5R3 Tel: 709-778-0565 Email: Angie.Clarke@mi.mun.ca

CONSIDERATIONS

7. Each Party agrees to notify the other in writing in the event of any major structural changes to either program during the Term of the Agreement that may impact the granting of advanced standing to applicants into the Master of Marine Studies (ACUL) program.
8. Permission is given to Fleming College to use the official marks of MUN and MI, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the scope; provided, however, Fleming College shall comply with MUN's guidelines with respect to such use as set out at:
[Memorial's logo | Marketing & Communications | Memorial University of Newfoundland MarineInstituteBrandGuidelines2015.pdf](#)

Permission is given to MUN and MI to use the official marks of Fleming College, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the scope; provided, however, MUN and MI shall comply with Fleming College's guidelines with respect to such use as set out at: [One Brand - Downloads : Fleming College](#)

STUDENT RESPONSIBILITIES AND SERVICES

9. Students from Fleming College admitted to and enrolled at MUN as part of this Agreement will be subject to MUN's regular regulations including, but not limited to, those governing admission, registration, and fees. Students will be required to pay all required fees, including application, full program tuition, incidental, and other fees.
10. Students from Fleming College enrolled at MUN will be charged tuition based on the MMS (ACUL) program fees. The University Calendar is the final authority on graduate fees.
11. The full range of services normally available to fee-paying students will be provided to students admitted through this Agreement, which includes, but is not limited to, academic advising.

GENERAL CONSIDERATIONS

12. In respect of recorded information about an identifiable individual that each institution may collect or compile or use because of this Agreement ("personal information"), each institution shall have in place reasonable measures to:

- ensure the security of the personal information.
 - ensure the personal information is used only for the purpose of fulfilling this Agreement.
 - ensure the personal information is disclosed only if authorized by law or for the purpose of fulfilling this Agreement.
 - make available to the other institution such information to evidence that it is complying with its obligations pertaining to personal information.
 - promptly notify the other institution of a breach of the measures.
13. 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 in respect of this Agreement will be provided in accordance with those laws. Specifically:
- a. Fleming College acknowledges that MUN is subject to the requirements of the Newfoundland and Labrador *Access to Information and Protection of Privacy Act, 2015*, SNL 2015 CHAPTER A-1.2, as amended from time to time, and agrees to provide all necessary assistance as may be reasonably requested by MUN to enable MUN to comply with its obligations under that Act, if applicable; and
 - b. MUN, and by extension, MI, acknowledges that Fleming is subject to the *Freedom of Information and Protection of Privacy Act, RSO 1990, c. F.31 (Ontario)* "FIPPA". In compliance with this legislation, Fleming cannot share personal data without the prior consent of the individual. For Fleming to share student results with a third party it will be necessary to seek consent from the student. Students are also entitled to remove that consent at any time before the results have been shared.
14. Each Party agrees to maintain in confidence and safeguard all confidential information of the other as well as any Personal Information disclosed to it by the other.
15. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information required by law to be produced or disclosed.
16. No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders from government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Agreement.
17. This Agreement and the subject matter hereof shall be governed by, construed, and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein (without consideration to any conflict of law rules).
18. The parties will use their good faith efforts to resolve any dispute arising with respect to this Agreement. The parties may by mutual consent agree to hold meetings or take any other steps

including the appointment of a mediator in an attempt to resolve the dispute.

19. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.
20. Without reducing the generality of the foregoing, it is the intention that each institution will accept responsibility for and defend any claims caused by its breach of agreement or contract, its breach of statutory duty or the negligence of that institution, its students, employees and agents and others for whom in law it is responsible.
21. Clauses 17 and 18 shall survive the expiration or termination of this Agreement.
22. Neither party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement except as approved of by the party responsible for providing those resources.
23. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.
24. This Agreement is completed in English and is signed in two (2) originals with one (1) original remaining in the possession of each party. This Agreement may be executed by facsimile or scanned copies and once signed by the parties, is considered legally binding and of the same force and effect as if all parties to this Agreement had signed the same original document.

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year below.



Dr. Theresa Knott
Executive Vice-President, Academic Experience
Fleming College

December 12, 2025

Date



Dr. Amy Warren
Associate Vice-President (Academic) and
Dean of Graduate Studies
Memorial University

December 12, 2025

Date

PRIMARY CONTACTS

<p>Fleming College</p> <p>Name: Dr. Theresa Knott Title: Executive Vice-President, Academic Experience Address: Sutherland Campus 599 Brealey Drive Peterborough, ON Canada K9J 7B1 Tel: 705-749-5530, ext. 1338 Email: theresa.knott@flamingcollege.ca</p>	<p>Memorial University</p> <p>Name: Dr. Amy Warren Title: Acting Associate Vice-President  (Academic) and Dean of Graduate Studies Address: IIC-2012, Bruneau Centre for Research and Innovation 230 Elizabeth Avenue St. John's, NL Canada A1C 5S7 Tel: 709-864-2445 Email: deansgs@mun.ca</p>
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ACADEMIC CONTACTS

<p>Fleming College</p> <p>Name: Dr. Theresa Knott Title: Executive Vice-President, Academic Experience Address: Sutherland Campus 599 Brealey Drive Peterborough, ON Canada K9J 7B1 Tel: 705-749-5530, ext. 1338 Email: theresa.knott@flamingcollege.ca</p>	<p>Marine Institute</p> <p>Name: Dr. Angie Clarke Title: Associate Vice-President, Academic and Student Affairs Address: 155 Ridge Rd, P.O. Box 4920 St. John's, NL Canada A1C 5R3 Tel: 709-778-0565 E-mail: Angie.Clarke@mi.mun.ca</p>
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