

Affiliation Agreement

Between

The University of Western Ontario

and

Brescia University College, Huron University College, and King's University College

June 10 2013

PREAMBLE

The purpose of this Affiliation Agreement is to establish a framework for the continuation of the affiliation between the University of Western Ontario (the "University") and its three Affiliated University Colleges, Brescia University College, Huron University College and King's University College (collectively, the "Affiliated University Colleges").

The parties to this Affiliation Agreement share the common mission of creating, preserving and transmitting knowledge and thereby contributing to the cultural, social and economic well-being of the people of Ontario, Canada and the world. The parties further remain committed to academic excellence and quality, both in the academic programs offered by the four institutions and in the students who are admitted to and complete those programs.

This agreement takes into account the historic evolution of its four party institutions and the achievements to which affiliation has contributed since 1878 (Huron), 1919 (Brescia), and 1954 (King's). It promotes both the autonomy as well as the complementary relationship of these four institutions and ensures the continuation of good relations among them. This agreement recognizes the optimal outcomes to be achieved for its four parties, both individually and collectively, through collaboration wherever possible, but particularly in respect of academic offerings and the recruitment of students.

The Affiliation Agreement respects the character of each institution, which remain independent and autonomous, each having exclusive jurisdiction over its own board governance and administration, including the hiring of personnel, finances and the general structure and regulations necessary to the proper functioning and outreach of each institution. This agreement concerns the offering of academic programs, the admission of students intent on working towards completion of the requirements for the University degree and the standards for such completion.

Most recently, the parties entered into an Affiliation Agreement dated November 15, 2006, which addressed various aspects of the relationship among these parties. The parties now wish to enter into this Affiliation Agreement which will supersede and replace the terms of the 2006 Agreement as of the date written above. In addition, the parties agree that the interpretation and application of this Affiliation Agreement is to be guided by the following principles:

- a. that there be demonstrable mutuality of benefit arising from the affiliation that is recognized and celebrated in institutional strategic plans;
- b. that recruitment of domestic and international students be collaborative rather than competitive;
- c. that existing courses and programs offered by each of the parties be offered collaboratively rather than competitively, that new courses and programs offered by any of the parties be complementary rather than duplicative, and that all of the courses and programs offered by the parties reflect a commitment to academic quality and excellence;
- d. that student admission standards reflect a commitment to academic excellence, quality, and student success;
- e. that the parties' affiliation be exclusive such that any other defined types of affiliations or arrangements with other institutions require written permission of Western's Board of Governors;
- f. that the parties' actions protect the Western and Affiliated University Colleges brands; and,
- g. that the education mission of the Affiliated University Colleges is primarily at the undergraduate level.

This agreement is subject to the following terms:

1. (a) The term "Affiliated University College" shall mean a college (including the College) which from time to time is affiliated with the University during the currency of this agreement, and shall include for the purposes of this agreement any college, school, or institution of higher learning which is affiliated with such college with the specific permission of the Board of Governors of the University on the recommendation of the Senate and under terms which are not in conflict with the University of Western Ontario Act, 1982, as affiliation agreement between the Affiliated University College and the University.
- (b) The term "Senate" shall mean the Senate of the University as defined by the University Act.
2. This agreement has been entered into and shall be construed on the premises:
 - (a) that by its Act the University may confer degrees and award diplomas and certificates in any branch of learning, taught in the University or on its behalf in an Affiliated University College, upon persons who, having complied with the requirements, are admitted to such degrees, diplomas and certificates by the Senate including persons registered in an Affiliated University College;
 - (b) that, whereas the University confers the same academic degree on a student who graduates through an Affiliated University College as it does on a student who graduates through the University, the academic standards of teaching, course content, and examinations for degree programs and courses offered in an Affiliated University College must be at least equal to those of the University; and

- (c) that the University shall have the right to set such academic standards, in full consultation with the Affiliated University Colleges, through such procedures as are approved from time to time by the Senate;
- (d) that Western's Institutional Quality Assurance Process (IQAP) established in compliance with the Quality Assurance Framework (QAF) of the Ontario Universities Council on Quality Assurance makes the Provost of the University responsible and accountable to the Quality Council for the academic quality of all courses and programs offered by the University and the Affiliated University Colleges, and therefore that Western's IQAP applies to the Affiliated University Colleges; and,
- (e) that to reflect the commitment to academic quality and excellence in principle (c) of the Preamble to this Agreement, and to ensure the Provost can meet his or her obligations described in (d) above, the Principal and Academic Dean of each Affiliated University College shall meet with the Provost in the Fall of each year to discuss the Affiliated University College's plans and actions in response to the findings of program reviews undertaken under Western's IQAP.

Entrance Requirements

- 3. The Affiliated University College shall be bound to admission requirements as are from time to time established by Senate and shall be entitled to such exceptions and exemptions in the matters of admission requirements as may be extended to any University Faculty or School. The current Senate-approved minimum admission requirements are shown in Appendix 1. Future admission requirements brought to Senate for approval will reflect commitment (d) of the Preamble and the parties' mutual desire for convergence of entrance requirements, retention rates and degree completion rates at Western and the Affiliated University Colleges. If the Affiliated University College elects to admit Preliminary Year students, such students shall be admitted according to the requirements laid down from time to time by the Senate.

Registration

- 4. All students seeking admission to any program leading to a degree conferred by the University must register either in the University or in the Affiliated University College; the records of all such students registered in the Affiliated University College shall forthwith be submitted for re-registration to the Registrar of the University, whose decision on the validity of all admissions shall be final and binding in accordance with the policies on admissions prescribed from time to time by the Senate.
- 5. (a) Students may register in each Affiliated University College only in those programs identified in the document "Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges", as it is approved and updated from time to time by the University Senate.

- (b) Students may not register in the Affiliated University College for programs leading to the BSc degree or programs leading to degrees in Business Administration (3rd and 4th year), Communication Sciences & Disorders, Dentistry, Education, Engineering, Law, Medicine, Music, Nursing, Honours Kinesiology - excluding the modules/programs and concurrent programs identified in Appendix A of the document "Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges", which may be updated from time to time by the University
 - (c) A student who is not in good standing academically with the University or the Affiliated University College shall not be permitted to register in another Affiliated University College or in the University without the written consent of the University or the Affiliated University College in which the student was registered.
 - (d) Subject to Clause (c), the transfer of a student from one Affiliated University College to another shall be solely a matter between the Affiliated University Colleges concerned, except that records of the transfer shall be forwarded promptly to the Registrar of the University by the Affiliated University College to which the transfer is made.
- 6. All students proceeding to graduate degrees must be registered in the School of Graduate and Post-Doctoral Studies of the University and shall be subject to the rules and regulations of that School.
 - 7. In the summer term, in addition to offering courses that are exclusive to students registered at any of the Affiliated University Colleges, the Affiliated University Colleges may also offer courses as outlined in Appendix 2.

Exceptions and Variations

- 8. All agreements of affiliation entered into after the date of this agreement between the University and any other college in Ontario shall be substantially in the form hereof, subject to the following specific addition to, substitution for, or modification of the provisions hereinbefore set out:
 - (a) i. All students taking the theology program offered by Huron University College leading to the degree Master of Divinity (MDiv) or Master of Theological Studies (MTS) are required to register in Huron University College. All students taking Theology programs offered by St. Peter's Seminary leading to the degree Master of Divinity (MDiv) or Master of Theological Studies (MTS) are required to register in the Seminary.
 - ii. Insofar as Theology programs are concerned, the standards of admission, the curriculum and the regulations for the programs leading to these degrees in Theology, and the qualifications of new faculty appointees for Theology, shall be in accordance with the standards of membership of the Association of Theological Schools. Curriculum changes shall initially be approved by a joint committee consisting of the full-time theological teaching faculties of Huron University College and St. Peter's Seminary, then forwarded for the information of the Registrar of the Constituent

University. Policy issues or proposals for new or discontinued programs will be directed to the Senate Committee on Academic Policy and Awards (SCAPA).

- (b) The parties acknowledge that notwithstanding the degree nomenclature, the MDiv and MTS are second entry undergraduate degrees that are recognized by the Ministry of Training Colleges and Universities as undergraduate degrees and are funded as such. They are not graduate degrees as defined by the Degree Level Expectations listed in Western's IQAP.
- (c) Students with a University degree may register in any Affiliated University College to take courses in any of the programs identified in the document "Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges", as it is approved and updated from time to time by the University Senate.

Programs, Courses and Subjects

Clauses 9, 10 and 11 shall apply to all programs, courses and subjects, including those offered in alternative delivery formats.

9. In accord with past practice, the following courses shall be offered only by the University:
 - (a) Courses in Natural Sciences (except Mathematics at all Affiliated University Colleges and Preliminary Year courses taught at Brescia University College)
 - (b) Courses in:
 - Business Administration (3rd and 4th year level only)
 - Communications Sciences & Disorders
 - Dentistry
 - Education
 - Engineering
 - Health Sciences
 - Journalism
 - Kinesiology
 - Law
 - Library and Information Science
 - Media, Information and Technoculture
 - Medicine (including courses related to the Bachelor of Medical Sciences program)
 - Music
 - Nursing
 - Occupational Therapy
 - Physical Therapy

10. In accord with past practice, the following courses will only be offered at an Affiliated University College:

- Food and Nutrition at Brescia University College
- Social Work at King's University College
- Thanatology at King's University College

(a) Courses in Chinese and Japanese are taught at Huron University College, and junior courses in Japanese are taught at the Constituent University. The parties acknowledge that the expansion of teaching of such courses at the Constituent University would only be in response to student demand beyond the capacity of the University College's courses, or via collaborations as described in Clause 11.

11. Notwithstanding the provisions of Clauses 9 and 10, the parties agree that academic units at the Constituent University and the Affiliated University Colleges may offer courses and/or programs collaboratively. Such collaboration must be sanctioned by the Academic Dean and Principal of the participating Affiliated University College, and by the Provost and the Dean of the participating academic unit within the Constituent University.

12. When an Affiliated University College proposes to establish a new program or to offer subjects or courses for University credit which it has not previously offered, it shall submit the proposal in writing to the University in accordance with regulations approved from time to time by the Senate. Such courses or programs shall be consistent with principle c) listed in the Preamble to this agreement.

(a) Prior to bringing forward proposals for new programs, subjects or courses, the Principal and Academic Dean of the Affiliated University College shall meet with the Provost to review the prospective proposals consistency with principle c) of the Preamble to this agreement. This meeting may be combined with the annual meeting described in Clause 2 e). This meeting may also be used for the discussion of prospective new programs, subjects or courses planned at the Constituent University that might have a significant impact on the Affiliated University College.

Examinations

13. In all courses offered by both a Faculty or School of the University and an Affiliated University College for degree credit, as well as those courses offered in the preliminary year by an Affiliated University College for degree credit, the procedure to be followed in setting and marking examinations, and the policies regarding term grades, shall be as established from time to time by the Senate.

Degrees

14. (a) The University shall confer degrees or award diplomas and certificates in all branches of learning taught in the University or in an Affiliated University College, including Theology, upon persons who, having complied with the requirements of the Senate are admitted to such degrees, diplomas and certificates by the Senate.
- (b) By this Agreement, an Affiliated University College suspends any right to confer in-course degrees, but an Affiliated University College having a Faculty of Theology shall retain the right to confer honorary degrees in Divinity in its own behalf.

Powers of Senate

15. The Senate of the University shall have power to:
 - (a) make regulations governing admission to all programs leading to degrees and/or diplomas/certificates.
 - (b) approve the offering by the Affiliated University College of all subjects or courses taught in the University or on its behalf by the Affiliated University College subject to the conditions of Clause 12.
 - (c) establish regulations regarding the terms whereon new programs, subjects or courses may be established or offered in the Affiliated University College for University credit.
 - (d) authorize the development of diploma/certificate programs by the Affiliated University Colleges. The Affiliated University College may propose to Senate diploma/certificate programs developed in consultation with Western's Centre for Continuing Studies.

Library

16. (a) A student registered in the Affiliated University College and receiving course instruction in the Constituent University shall have Constituent University library privileges applicable to the course or courses equal to those enjoyed by Constituent University students receiving instruction in the same course or courses.
- (b) The Affiliated University College grants a reciprocal library privilege to students registered in, the Constituent University and receiving course instruction in the Affiliated University College.
- (c) The faculty of the Affiliated University College shall have Constituent University library privileges equal to those enjoyed by the faculty of the Constituent University.
- (d) The Affiliated University College grants reciprocal library privileges to the faculty of the Constituent University to the extent that its physical facilities permit.

- (e) In the general interest of the education of men and women at University level, it is recognized by both parties to this agreement that, ideally, full access should be available to the Constituent University library and to the library of the Affiliated University College to the students of each and that library restrictions should be kept to a necessary minimum.

Fees and Financial Arrangements

- 17. (a) Tuition fees charged by the Affiliated University College for programs with government-regular tuition and for international students shall be no lower than those charged by the University for the corresponding program or course.
- (b) Students registered in the Affiliated University College shall be subject to payment of the student activity fee paid by students registered in the University, as established by the Board of Governors from time to time.
- (c) The financial arrangements between the Affiliated University College and the University shall be as determined from time to time by the Board of Governors in consultation with the Affiliated University College and notice of any proposed change or changes shall be given by the Board to the Affiliated University College not less than eighteen months in advance of the effective date of such changes, except for changes in tuition fees and the student activity fee, where reasonable advance notice shall be given to the Affiliated University College.
- (d) The agreement concerning financial arrangements existing at the time of signing of this document is attached as Appendix 3.

Student Activities and Discipline

- 18. (a) Students registered in the Affiliated University College shall comply with all regulations governing student conduct established by the Senate in relation to Academic Standards and Scholastic Discipline.
- (b) Students registered in the Affiliated University College shall be entitled to representation on the University Students' Council in accordance with its constitution, and all such students shall be subject to the rules and regulations of the University Students' Council and the Board of Governors while on University property.
- (c) Students registered in the University while on the property of the Affiliated University College shall remain subject to the regulations of the University Students' Council and of the Board of Governors, and shall also be subject to the rules and regulations of the Affiliated University College.
- (d) Students of the Constituent University and the Affiliated University Colleges will be subject to the Code of Student Conduct of their institution of registration even if they violate the Code

while on the campus of a College or the Constituent University where they are not registered. Notwithstanding, the Constituent University or an Affiliated University College may issue a trespass order against a student registered on another campus; in such circumstances, the institution of registration would be notified and the issue leading to the trespass order would be dealt with under the Code of Conduct of the institution of registration.

19. Students registered in the Affiliated University College, on payment of the prescribed student ancillary fee, shall be entitled to full privileges of the service supported by that fee.
20. Students representing the Affiliated University College in athletics, literary or other inter-faculty or intramural competition must be duly registered students of the Affiliated University College.
21. The Principal or designate of the Affiliated University College shall be responsible for the discipline of all students registered in the Affiliated University College, as prescribed by this agreement, and responsible for the residential discipline of students of other Affiliated University Colleges and Faculties of the Constituent University while living in residence at the Affiliated University College. Within one week of the Principal or designate imposing discipline on a student, a report shall be sent to the Registrar of the Constituent University. The report shall name the student and describe the offence and the discipline imposed.

General

22. The Affiliated University Colleges shall by February 1st of each year provide the University Registrar with a list of the courses to be taught in the Affiliated University College for University credit. The names of the instructors in each course will be supplied at the same time, or as soon as possible thereafter.
23. As the availability of teaching staff, laboratory and lecture room space or the uneven distribution of students among several options compel the Constituent University or the Affiliated University Colleges at times to impose on its own students enrolment quotas in certain courses and programs, the Constituent University or the Affiliated University Colleges shall have the right to limit the number of students who may be admitted to such courses or programs. Such quotas shall be determined in timely consultation between the Constituent University and the Affiliated University Colleges.
24. The Affiliated University College shall appoint the members of its own faculty in accord with the procedures and practices established through its governance structure, and in accord with the principles listed in the Preamble to this agreement.
25. The Affiliated University College shall be entitled to such representation on the Senate as the University Act from time to time in force shall prescribe.
26. The Principal of the Affiliated University College shall be an ex-officio member of any committee established by the Senate to deal specifically with Affiliated University Colleges. Where a Principal sits on a Senate Committee as an ex officio representative of the Affiliated University

Colleges, the confidentiality of the Committee proceedings shall not preclude the Principal from consulting with the other Principals on matters that are before the Committee.

27. All arrangements for all University convocations shall be within the jurisdiction of the Senate, which has heretofore formulated the following policies and regulations governing the holding of such convocations and which shall be binding on the Affiliated University College until changed by the Senate:
 - (a) When convocations are held at the Affiliated University College, the arrangements concerning platform seating, the order of the academic procession, and all other details shall be subject to conference between the Affiliated University College and the Convocation Committee of the Senate.
 - (b) When a meeting of the Convocation Committee of the Senate is called to discuss proposed arrangements for a University convocation at the Affiliated University College, representatives of the Affiliated University College will be invited to submit their proposals for consideration by the Committee.
 - (c) When University convocations are held at the Affiliated University College, they shall be completely separate and distinct from any Affiliated University College ceremony, religious or otherwise, except for the conferment of honorary degrees in Divinity by the Affiliated University College which shall be specified in the program as degrees of the Affiliated University College.
 - (d) When practical considerations of the Affiliated University College require a ceremony on the same occasion as a University convocation at the Affiliated University College, such ceremony shall follow the University Convocation, the conclusion of which will be marked by the removal of the University Mace and the Recessional.
 - (e) Through their representative on the Honorary Degrees Committee of Senate the Affiliated University Colleges shall participate in the choice of honorary degree recipients at Convocations where the Western degree is conferred on Affiliated University College students. The parties agree that every effort will be made to ensure that the scheduling of honorary degree recipients into Convocations where the Western degree is being conferred on Affiliated University College students is undertaken with sensitivity to the compatibility of the recipient with the values and missions of the Affiliated University Colleges.
28. An Affiliated University College shall not be affiliated with nor shall it have affiliated with it any other university, college, school, or institute of higher learning without the specific permission of the University Board of Governors acting on the recommendation of the Senate. For further clarity, "affiliation" means a formal, bilateral relationship with another post-secondary institution in which the affiliated institution delivers a significant portion of the degree requirements and where credit for this is transferred as a block for all students in the program. Affiliation is understood to include articulation and international dual degree program agreements. It does

not include transfer credit assessed on an individual basis or agreements that facilitate exchanges that last one year or less. Affiliation also includes any other formal, bilateral relationship with another university, college, school, or institute of higher learning in areas pertaining to admissions, transfer credits, and/or the granting of degrees.

(a) An affiliation of an Affiliated University College with another institution shall reflect principles (e) and (f) listed in the Preamble of this agreement.

(b) Prior to an Affiliated University College entering into negotiation for affiliation with another institution of higher learning, the Principal of the Affiliated University College shall consult with the Provost. This consultation may occur at the annual meeting described in Clause 2 (e) of this agreement.

29. The parties agree to hold bilateral discussions about agreements with other institutions that fall outside of affiliation as defined in Clause 28. Such agreements are understood to include admission agreements with language schools and exchange agreements with other post-secondary institutions. These discussions will occur before any agreement is signed and may occur at the annual meeting described in Clause 2(e) of this agreement.

30. In the event of a disagreement over the interpretation of the language of this Agreement, the signatories or their successors will meet to agree on an interpretation.

31. (a) Either party may terminate this Agreement upon giving three academic years' notice in writing in advance addressed to the President of the University or to the Principal of the Affiliated University College, as the case may be.

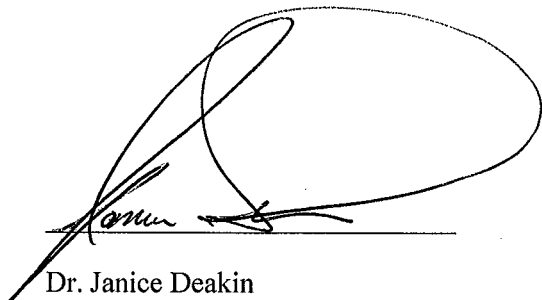
(b) On the recommendation of the Senate, this agreement may be terminated or amended in part or in whole at any time by mutual agreement upon the giving of consent in writing by both parties.

32. In the event that the Affiliated University College ceases to be a denominational institution, this agreement shall ipso facto terminate.

33. This agreement shall come into force and effect on the date hereinbefore stated and all earlier agreements, supplementary agreements and amendments to the same shall be null and void.

34. This agreement shall be reviewed on the 5th anniversary of the signing of date.

For the University of Western Ontario

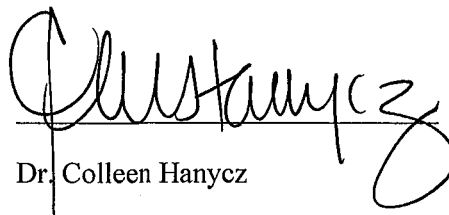


Dr. Janice Deakin

Provost and Vice-President (Academic),

The University of Western Ontario

For the Affiliated University Colleges



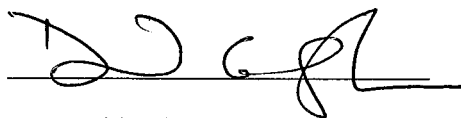
Dr. Colleen Hanycz

Principal, Brescia University College



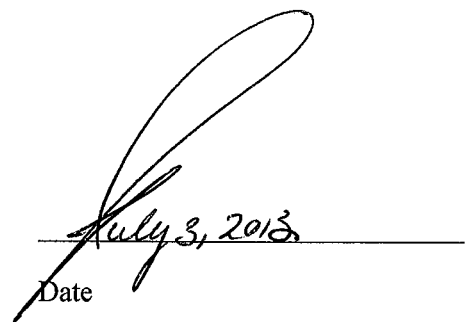
Dr. Stephen McClatchie

Principal, Huron University College



Dr. David Sylvester

Principal, King's University College



Date

Appendix 1

Fall 2013 Entrance Standards for First-Year Undergraduate Admissions

A. Constituent University

At its November 2010 meeting, Senate approved SUEPP's recommendation on Western's enrolment strategy for the coming years. The specifics of the recommendations were as follows:

1. Western maintain the current (i.e. fall 2010) minimum entrance requirement for first-year admission at 83% mid-year grade (and 81% final grade). For selected limited-enrolment programs, based on annual reviews by the Provost and the Deans, the entrance requirements could be higher.
2. The approach of using the common entrance requirement be continued. The result of this approach is that student demand/choice drives program-specific enrolments.
3. By the end of the upcoming 4-year planning period, we work to increase our first-year international enrolment to 400 from the current level of 150.
4. We continue to monitor the gap in entrance requirements between Western and the Ontario average -- with the objective of maintaining the current gap.
5. We continue to monitor the size of our overall first-year class -- in order to ensure that the undergraduate population does not reach a level that cannot be accommodated within our current physical infrastructure.
6. We continue with our First-Year Residence Guarantee initiative -- with the understanding that we may need to expand our residence capacity.
7. The Provost encourage the Faculties (through the Deans) to develop upper-year entry niche undergraduate programs, including 2+2 programs and partnership arrangements.
8. Western continue with the graduate enrolment aspirations outlined in Engaging the Future, and continue the doctoral expansion trends of the past decade. In 2009-10, full-time graduate enrolments comprised 17% of the total full-time enrolment at Western.
9. As a research-intensive institution, enrolment planning will include the objective of maintaining or increasing the relative proportion of graduate student enrolments (currently 17%).

Update on Fall 2012 Admissions

The minimum entrance requirement was 83% (mid-year) and 82.5% (final).
First-year international enrolment totaled 476 students.

Plans For Fall 2013 Admissions

For the fall 2013 admissions cycle, the above recommendations will be followed for the Constituent University and it is expected that the entrance requirement will be no less than Senate 83% mid-year grade and 81.0% final grade. The Constituent University's 2013-14 first-year class is planned to be 4,900 students, with a goal of 500 international students.

Affiliated University Colleges

For fall 2012, entrance requirements (final grades) at the Affiliated University Colleges were as follows:

Brescia	76%
Huron	77%
King's	77%

As a follow-up to the Constituent University's strategy on enrolment planning, the Affiliated University Colleges have committed to narrowing the gap in entrance requirements between the Colleges and the Constituent University. The specifics of the Colleges' strategy are as follows:

1. By 2014-15, the Colleges will increase their entrance requirements (final grades) to 78%, as follows:

	Brescia	Huron	King's
2013-14	76.0%	77.0%	78.0%
2014-15	78.0%	78.0%	78.0%

2. As is the case at present, in situations where additional assessment is required (for students with exceptional/unusual circumstances), the Colleges may admit students with grades below the minimum requirement. The proportion of the entering class with final averages below the minimum requirement (e.g. 78% in 2014-15) shall not exceed 2%.

3. The 2013-14 first-year targets for the Affiliated University Colleges are as follows:

Brescia	297
Huron	405
King's	840

4. The Affiliated University Colleges will be bound to the minimum entrance requirements established by the Constituent University for limited-enrolment programs, where applicable, including BHSc and Kinesiology.

Approved by Senate January 25, 2013

Appendix 2

Summer Course Offerings

1. Summer term is treated as a single term - i.e. intersession, summer day, summer night, and distance/on-line are, for these purposes, a single term.
2. Affiliated University Colleges (the Colleges) can offer unique courses across all programs, and courses in programs which are exclusive to the Colleges as identified in Appendix A of the document "Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges", which may be updated from time to time by the University Senate.
3. For all other courses, the following process shall be followed:
 - Constituent University shall inform the Colleges, by November 1st of each year, the planned course offerings for the following summer term.
 - The Colleges shall respond within 2 weeks (November 14th) with their list of planned summer course offerings - with no duplication of the Constituent University courses, unless clause #4 below is followed.
 - Changes shall be made by all institutions until mid-December - on a first-come first-serve basis - but with no duplication of offerings between the Constituent University and the Colleges, except under the terms of clause 4 below.
4. The Colleges may offer duplicate summer courses (i.e. courses offered by the Constituent University), but only students registered at the Colleges during the previous fall/winter term and students on Letter of Permission (LOP) from other universities shall be allowed to enroll in such duplicate courses.
- 5.a. If a College offers a course newly developed by the College (i.e. a course that has not been offered previously at either a College or the Constituent University- and is not mutually anti-requisite to any existing course offered by the Constituent University) in a given summer term, that College has the first right to offer that course in subsequent summers. When that College does not offer that course during a summer term (i.e. the course is not identified in the College's list submitted by November 14th), rights to that course shall be available to the Constituent University (i.e. the University may include it in its November 1st list in subsequent years).
- 5.b. If a College offers an existing course (i.e. a course that has been offered previously in a fall/winter term at the College) never before offered during the summer term, that College has the first right to offer that course the following two summers. Other institutions shall have the right to offer the course, if it has not been identified in the College's list due on November 14th.

Appendix 3

Affiliation Fee Agreement

Between The University of Western Ontario and the Affiliated University Colleges

February 13, 2012

Background

Over the past year, the University of Western Ontario Constituent University (“Western”) and its Affiliated University Colleges (“Affiliates”) have had numerous discussions regarding a new model for Service Fees (i.e., fees to be paid by the Colleges for services provided by Western) and the Cross-Teaching Transfer (i.e. the financial transfer associated with the “net” teaching of students by Western). The discussions included (a) modifications to the current mechanisms, (b) possible new mechanisms, and (c) a review of arrangements at other Canadian institutions with affiliated/federated colleges. The end-point agreement was to move to a simpler approach based on a single “Affiliation Fee” that would incorporate both the Service Fees and the Cross-Teaching Transfer.

The discussions leading to this agreement to implement an Affiliation Fee included a consideration of the following:

- The services – both at Western and the Affiliates – that should be included in the financial arrangement.
- The current level of service fees, compared to the costs of the relevant services – both at Western and the Affiliates.
- Cross-Teaching levels (i.e., the flow of cross-teaching FCEs in both directions).
- Enrolment related revenues at the institutions, compared to the level of cross-teaching transfers.
- The impact of the University’s Science Breadth Requirement on Cross-Teaching levels.
- Overall enrolment-related revenues at the Affiliates.

The Parties affirm the principle – as outlined in the *Guidelines Governing the Academic Relationship Between the Constituent University and the Affiliated University Colleges* – of maintaining a healthy and mutually beneficial cross-flow of students between Western and the Affiliates.

The Affiliation Fee

1. There shall be an Affiliation Fee paid by each Affiliate to Western calculated at a rate of 12% of the individual Affiliate's undergraduate and graduate enrolment-related grants and tuition revenues. Tuition revenues used in calculating the Affiliation Fee shall exclude the government required minimum tuition set-aside funds.

The enrolment-related grants included are as follows: Base Grant; Performance Fund; Undergraduate Accessibility Funding; Graduate Expansion Funding; and Quality Improvement Fund. In the future, if the Provincial Government changes the structure of enrolment-related grant envelopes, the Parties shall discuss the effect of the change on the Affiliation Fee Agreement.

Since graduate enrolment-related grants and tuition revenue are included in the Affiliation Fee calculation, starting in 2013-14, the current Graduate Service Fee shall be discontinued.

The Affiliates shall provide Western with a report on actual tuition collected by May 31st of each year (i.e., for the previous budget year).

2. A slip-year approach shall be used in calculating the Affiliation Fee Transfer (i.e., the Affiliation Fee for year X shall be based on the Affiliates' enrolment-related grants and tuition in year X-1).
3. The Affiliation Fee Agreement shall begin May 1, 2013 – and it shall be phased in over a three-year period, as follows:

Academic Year	Affiliation Fee (% of enrolment-related grants and tuition revenue)
2013-14	10% ¹
2014-15	11%
2015-16 & ongoing	12%

For 2012-13, the current Service Fee and Cross-Teaching mechanisms shall apply.

4. **Services.** Under this Affiliation Fee Agreement, currently-provided services shall continue without additional fees. Services currently provided on a cost-recovery basis (e.g., Police Services, selected IT Services) shall continue under the cost-recovery model. In the future, if new services are introduced by either side, the Parties shall discuss the effect of the new services on the Affiliation Fee Agreement.
5. **Cross-Teaching.** Under this Affiliation Fee Agreement, cross-teaching shall include only undergraduate course FCEs.

The flow of cross-teaching FCEs from each *Affiliate to Western* shall be capped at the weighted average of the 2010-11 and 2011-12 undergraduate FCE cross-flow course registrant per Affiliate FTE student. Starting in 2013-14, for each FCE above this cap, the Affiliate shall pay Western the

¹ For 2013-14, the 10% will include the 2012-13 cross-flow reconciliation.

undergraduate domestic year 1 Arts tuition, calculated on the slip-year (i.e., for 2013-14, the FCEs and Arts tuition rate would be the 2012-13 figures).

The flow of cross-teaching FCEs from *Western to each Affiliate* shall be capped at the average of the 2010-11 and 2011-12 undergraduate FCE flow. Starting in 2013-14, for each FCE above this cap, Western shall pay the affected Affiliate the undergraduate domestic year 1 Arts tuition, calculated on the slip-year (i.e., for 2013-14, the FCEs and Arts tuition rate would be the 2012-13 figures).

Cross-flow calculations shall continue to exclude courses offered in Spring/Summer.

It is acknowledged that a cross-teaching adjustment to recognize the existing Science Breadth Requirement has been taken into consideration in the implementation of the Affiliation Fee. If, in the future, any Senate-mandated requirements force an increase in the cross-flow from the Affiliates to Western, the Parties shall discuss the effect of the change on the Affiliation Fee Agreement.

6. This Affiliation Fee Agreement replaces and renders null and void the current Cross-Teaching and Service Fee Agreements and the premises upon which they were based.
 7. This Affiliation Fee Agreement shall constitute an addendum to the Affiliation Agreement and represents the entire basis of understanding amongst the Parties related to financial matters.
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