● **PROGRAM AGREEMENT**

This agreement is made effective the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Effective Date**”) between:

The University of Regina

(hereinafter referred to as the "**University**")

and

●

(hereinafter referred to as the "**College**").

**Whereas**

A. The University and the College wish to set out the terms and conditions relating to the establishment and delivery of ● (the “**Program**”).

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and conditions contained herein the Parties agree as follows:

**1. Definitions**

In this Agreement, the following terms and expressions shall have the following meanings:

“**Academic Matters**” means all matters affecting the academic standards of the Program as outlined in *The University of Regina Act*, the Senate By-laws and the Council rules and regulations, or affecting the academic integrity of the Program.

“**Agreement**” means this ● Program Agreement, and every appendix thereto or document incorporated by reference to it which by its terms amends or supplements this Agreement in any way.

“**Article**”, “**Section**”, and “**Subsection**”means an article, section and subsection of this Agreement.

“**CASPUR**” means ● **[NTD: need a definition of this system]**

**“College Dean”** means the Dean of ● of the College.

“**Confidential Information**” has the meaning ascribed thereto in Section 8.1.

“**Council**” means the University of Regina Council.

“**Effective Date**” means ●.

“**Indemnified Parties**” has the meaning ascribed thereto in Section 11.1.

“**Indemnifying Parties**” has the meaning ascribed thereto in Section 11.1.

“**Institution**”means any one of the University or the College, and “**Institutions**” means both of them.

“**Person**” means an individual, corporation, partnership, firm, joint venture, syndicate, association, trust or other form of incorporated or unincorporated organization or entity.

“**Personal Information**” means personal information as that term is defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).

“**Privacy Law**” means all applicable provisions of laws, statutes, rules, regulations, official directives and orders of all federal, provincial, municipal and local governmental bodies (whether administrative, legislative, executive or otherwise) and judgments, orders, awards and decrees of all courts, arbitrators, commissions or bodies exercising similar functions in actions or proceedings governing, regulating or in relation to the College and the University, including but not limited to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and ● , in each case as such legislation may be amended from time to time.

“**Program**” has the meaning ascribed thereto in Recital A.

“**Senate**” means the University of Regina Senate.

“**Senate Bylaws**” means the by-laws of the Senate of the University, as the same may be amended by the University from time to time.

“**Student**”means a student enrolled in the Program.

“**Term**” has the meaning ascribed thereto in Section 5.1.

“**Third Party”** has the meaning ascribed thereto in Section 9.4.

“**UR Dean**” means the Dean of the Faculty of Social Work at the University.

“**Withdrawing Party**”has the meaning ascribed thereto in Section 5.4.

*[Additional Definitions that may be required – to be completed and inserted in alphabetical order:]*

*“****●****” means the ● degree;*

**2. The Program**

2.1 The Program is a ●-year *[degree / certificate]* program delivered by the College at the College’s ● campus.

2.2 The Program will be comprised of ● credit hours of ● and general university courses, in accordance with the requirements of the University’s *[Bachelor of ● degree / Certificate of ●]* *[and the accreditation standards of the ●]*.

2.3 Students in the Program will be concurrently registered with both the College and the University.

2.4 Students who have enrolled in and successfully complete the Program and have met the academic and non-academic qualifications therefore will be awarded a *[Bachelor of ● degree / Certificate of ●]* by the University.

2.5 This Agreement will be administered on behalf of the University by the UR Dean or her/his designate and on behalf of the College by the College Dean or his/her designate.

*[Additional Optional Clause(s)]:*

*2.6 Students may complete up to 60 credit hours of general university courses from the College. Such course work will normally be university-level programming for which the College has secured transfer credit from the University. Students may also obtain advanced standing for course work completed at other post-secondary institutions. Such advanced standing must be approved by the University.*

**3. Governing Principles**

3.1 The Program will be delivered in accordance with the academic requirements outlined in Appendix “B”.

3.2 The Parties agree that:

1. The Program Academic Matters are under the exclusive jurisdiction and supervision of the Senate, the Council and the Faculty of ● of the University. Among other matters, the University will set the curriculum, evaluation scheme and examinations for the Program, in collaboration with the College.
2. Notwithstanding anything contained in this Agreement, the Parties recognize and agree that pursuant to *The University of Regina Act*, the UR Dean is the chief executive officer of the Faculty ●, and therefore, the Program. As a result, the UR Dean (subject to such approval of the University President, Council and Senate as may be required) shall have the authority over all Academic Matters, and the UR Dean’s decisions in respect thereof shall be final and not subject to mediation or arbitration pursuant to Article 13.
3. The University’s admission standards, policies and procedures will apply to Students in the Program unless otherwise provided herein. The course registration process, official student record, transcript services and adjudication for graduation in respect of the Students will be administered by the University.
4. Although students are concurrently enrolled at both Institutions, in cases of both academic and non-academic misconduct the policies, regulations and procedures governing such matters of the College will apply to all Students. All other policies of the College will apply to the operation of the Program and the Students of the Program. Students shall not have recourse under any University policies, regulations or procedures.

**4. Program Operations & Support**

**4.1 Operations**

(a) The day-to-day operation of the Program will be managed by a *[program coordinator]* who is employed by the College.

(b) The duties of the [*program coordinator]* will include:

* Serving as the primary contact person at the College for the University;
* Ensuring that appropriate student support is available, in the form of tutorial assistance, personal counseling, student residence matters, text books and research resources assistance (e.g., library searches, etc.);
* Providing coordination of resources between the University and the College in respect of the Program);
* General Program support as requested by the University and agreed by the College; and
* Such other matters as described in the Program.

**4.2 Program Support**

(a) The University and the College will maintain close liaison with each other. The representatives specified herein may, from time to time, call meetings to address matters of mutual concern.

(b) The University and College will provide appropriate academic and administrative support to ensure the successful implementation and proper operation of the Program.

(c) The College will provide Students of the Program with access to both print and online resources through its library services. All students enrolled in the Program will be provided full access to the University Library resources, and electronic connectivity as well as distance loans will be available to the Students and, to the extent permitted at law or under the University’s licenses, tariffs or other use or access agreements, to all faculty, sessional instructors and staff connected with the Program.

**4.3 Staffing**

(a) The College will ensure that the instructors in the Program are highly qualified and credentialed in their field. The College shall employ such full-time and part-time instructional and administrative personnel required to ensure the development and delivery of the Program in a manner consistent with the principles outlined above, and in accordance with the academic policies of both the University and the College.

(b) In order to teach University credit courses in the Program all College faculty members and instructors must have their academic credentials approved, in advance, by the University. The decision of the University on such matters is final and is not subject to mediation or arbitration pursuant to Article 13.

**4.4 Role of the College**

(a) The College shall provide all facilities required for the Program, including all classroom space, office space and equipment, access to IT equipment and appropriate support, and technical infrastructure (including related safety and security measures and facilities).

(b) The College shall provide tutorial assistance for students in the Program as may be required.

(c) The College will have adequate internet and other information communication technology infrastructure (provided at the College’s own cost) to ensure appropriate connectivity with the University.

**4.5 Enrolment, Registration and Admission Requirements**

(a) The Program is only offered at the College. Students who apply and are accepted into the Program are considered to concurrently be students of the University and students of the College and, except as provided for herein, receive all the rights, privileges, and responsibilities entailed therein, including holding a student number and passwords and access to student and library resources. Registration for University ● courses will be handled through the University computer registration process on a semester by semester basis. University ● courses to be offered to Students at the College will be designated by instructor and section.

(b) Students enrolling in the Program at the College must enroll concurrently at both the College and the University. This process will entail two application processes, one to the College and one to the University.

(c) Students applying to the University will not be required to pay for the one time only application fee to the University. Once Students are enrolled with the University there will be no other fees required and the University will not bill Students for any other costs related to their enrolment in the Program through the College. The College will pay for all associated costs of providing the Program.

(d) Tuition for the Program will be set by the College and in the University, in consultation, and shall be collected by the College. Tuition for the Program shall be commensurate with the Tuition that would be charged by the University for a similar program.

(e) The UR Dean has the discretion (but not the obligation) to admit or refuse to admit any student to the Program and to waive any enrolment requirements of the University (for example, in cases where a mature student meets the admission requirements of the College but not those of the University, and other unusual circumstances as may arise).

**4.7 Records**

The College shall maintain such records relating to the Program and the Students as may be required by the University, and shall provide access to the University to such records, from time to time, at the request of the University. The University agrees to keep proper accounts and records of all expenditures related to the Program and these records shall, with reasonable notice, be open to inspection by the College.

*[Additional Optional Clause(s)]:*

***4.8 The Field Component***

*(a) Successful completion of the Program includes the prescribed number of required hours of practicum placement in ●. The faculty of the College will ensure that practicum placements are appropriate to the ● profession and are supervised by appropriately qualified individuals.*

*(b) The University's Faculty of ● requires its students in Regina and Saskatoon to provide a Criminal Record Check as part of the practicum placement process, if such a check is requested by the organization hosting the practicum student. Program students will be required to submit a Criminal Record Check prior to working with clients and/or taking part in a practicum placement. Criminal Record Checks which indicate a criminal record exists will be reviewed on a case by case basis as to the suitability of working with clients and/or taking part in a practicum placement.*

*(c) To be eligible for practicum experience Students must maintain a minimum GPA of ●% in their ● courses within the Program.*

**5. Term and Termination**

5.1 This Agreement will be in effect from the Effective Date until ● (the “**Term**”), unless earlier terminated in accordance with this Agreement.

5.2 This Agreement will renew automatically for successive *[5 year]* terms unless either Party provides notice of its intention not to renew by December 31 in the year prior to the end of the current Term.

5.3 This Agreement may be terminated at any time if both Parties agree in writing.

5.4 Subject to Section 5.6, a Party (a “**Withdrawing Party**”) hereto may withdraw from this Agreement at any time for any reason whatsoever by providing no less than 4 months’ written notice. Notwithstanding the foregoing, the obligations of the Withdrawing Party under this Agreement during the notice period shall remain in effect and the Parties hereto shall at all times be entitled to enforce such obligations and/or recover damages therefore by appropriate court action.

5.5 If this Agreement is terminated, the College agrees that it will reimburse the University for all work that the University has performed, and for all costs, expenses and non-cancellable commitments that the University has incurred up to and including the date of termination. The University agrees to return any funds received which have not been committed or expended.

5.6 A Party may terminate this Agreement for cause if the other Party does not fulfill any of its duties and obligations as set out in this Agreement and fails to remedy such default within thirty (30) days after being advised of such default by the other Party.

**6. Program Costs**

6.1 Costs for the Program will be borne by the College. The College agrees to pay the University the fixed and variable costs outlined in Appendix “A”, in the manner set out in Appendix “A”**.**

**7. transferability and transition credits**

7.1 All credit courses in ● that are part of the prescribed Program curriculum must be the University courses described on Appendix “B”. Other (non-●) courses forming part of the Program curriculum may be courses offered by the College. Non-● courses that are taken at other institutions may be accepted for transfer credit towards the Program at the discretion of and as determined by the College and University (if such courses are determined to be equivalent to the Program curriculum requirements outlined in this Agreement).

*[Additional Optional Clause where the Program is a certificate program that could “count” towards a degree program]:*

*7.2 In the event the University substantially revises its [●] curriculum, the University and the College will revisit the Program curriculum to ensure that all Program credits transfer into the [●] program so there will not be any [●]courses that have been taken for the Program that do not also meet the [●]curriculum requirements.*

**8. Confidentiality**

**8.1 Disclosure of Confidential Information**

The College and the University may disclose confidential information, one to another, to facilitate work under this Agreement. The confidential information shall include all information, data, results and other relevant items generated in the establishment and operation of the Program, and any information provided by the College or the University to the other and marked or identified as confidential (collectively, “**Confidential Information**”).

**8.2 Safeguarding Confidential Information**

Confidential Information shall be safeguarded and not be disclosed to anyone without a "need to know" within the College or the University (as the case may be) or to third Parties without appropriate confidentiality agreements suitable to the Parties, being signed. Each Party shall use its best efforts to protect Confidential Information from disclosure to third Parties. In the event a confidentiality agreement is entered into with a third Party, such confidentiality agreement will be jointly executed by the College and the University. The obligation to keep information confidential shall however not apply to information which, through no act or failure to act on the part of a Party:

1. is already known to a third Party to whom it is disclosed;
2. becomes part of the public domain without breach of this Agreement;
3. is obtained from third Parties which have no confidentiality obligations to the contracting Parties;
4. is authorized for release by the disclosing Party; or
5. is required by law or regulation to be disclosed.

**8.3 Required Disclosure**

In the event that Confidential Information is required to be disclosed pursuant to subsection 8.2(e), the Party required to make disclosure shall notify the other to allow that Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

**9. Personal Information**

**9.1 Obligations of the Parties**

(a) The College acknowledges that the University is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* and *The Local Authority Freedom of Information and Protection of Privacy Regulations.* The University acknowledges that the College is subject to the provisions of the *● Act* and the *● Regulations.* The Parties agree to adhere to and properly apply the provisions of the applicable Privacy Laws. The Parties will ensure that they obtain the necessary consents or provide the appropriate notice to the students of the Program to the collection, use, retention and disclosure of a student's Personal Information in accordance with applicable Privacy Laws.

(b) The Parties will ensure that they obtain the necessary consents or provide the appropriate notice to the students of the Program to the collection, use, retention and disclosure of a student’s Personal Information in accordance with applicable Privacy Laws.

**9.2 Agreements Regarding Personal Information**

Each Party agrees:

(a) to protect the Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification;

(b) to use the Personal Information only for the purposes of the Program and for all general purposes relating to students and alumni of each Institution;

(c) to notify the other Party immediately, in writing, of any security breaches relating to the Personal Information;

(d) to inform the other Party of any request by an individual in respect of the existence, use or disclosure of any Personal Information;

(e) to cooperate fully with the other Party in respect of any inquiry or complaint in respect of the Personal Information; and

(f) not to use the Personal Information for its own benefit or the benefit of third Parties, other than as provided for in this Agreement.

**9.3 Compliance with Privacy Laws**

The Parties will comply with all Privacy Law as it relates to use and disclosure of the Personal Information and will ensure that the use of the Personal Information by the Parties will not result in the breach of any of the Parties’ responsibilities or duties under any Privacy Law.

**9.4 Third Parties**

In the event the College or the University provides any Personal Information to a person who will be providing services to the College or the University (a “**Third Party**”), the College or the University, as the case may be, shall ensure that the Third Party (including its agents, representatives and employees) agrees to comply fully with such Party’s obligations hereunder, and to use and disclose the Personal Information only in the manner contemplated and permitted by this Agreement.

**9.5 Breach or Unauthorized Disclosure**

If any of the Personal Information becomes or is likely to become available to any Person other than the College or the University, either as a result of the breach by the College or the University of their obligations hereunder, or as a result of the unauthorized disclosure or threatened disclosure of same by any present or former employee, agent or representative of the College or the University or a Third Party, the College or the University (as the case may be) shall immediately advise the other Party, and if so requested by the other Party, shall take all necessary and reasonable steps to prevent the breach of confidentiality and disclosure.

**10. Use of CASPUR System**

10.1 The University hereby authorizes the College to have access to CASPUR during the Term.

10.2 The cost of providing personal computers and internet access in order to use CASPUR will be borne by the College.

10.3 The information released to the College through CASPUR is provided solely for the purposes of advising students who express an interest in or are enrolled in the Program. The College may release to any student information that pertains solely to that particular student, as well as any "public domain: information that is published by the University. The College may not release the University academic records pertaining to a Student to any person other than the Student himself or College employees who are assigned to give advice to that Student.

10.4 The College shall take all diligent and reasonable action, by instruction, agreement or otherwise, with employees who are permitted access to CASPUR in whole or in part, to ensure that they comply fully with the College's obligations under this Agreement.

10.5 In order that the University may provide access to CASPUR to authorized employees of the College, the College agrees to provide the University with sufficient information to identify those employees. The College also agrees to inform the University when such employees terminate employment with the College, when such employees no longer require access to CASPUR for the purposes of advising students, or when such employees ought no longer to be granted access to CASPUR for any reason whatever. The University agrees to provide ID and PIN numbers to employees of the College to have access to CASPUR.

10.6 The University reserves the right to operate CASPUR at whatever hours of the day or week it sees fit or to discontinue operation of CASPUR altogether, at its sole discretion. The University also reserves the right to withdraw access to CASPUR from the College or from any employee of the College, given any reasonable suspicion that information is being disclosed inappropriately or that the College is in violation of this Agreement. The University shall have no liability to the College for any loss, damage or inconvenience caused by the temporary or permanent discontinuance of the operation of CASPUR, or any withdrawal or access to CASPUR.

10.7 Nothing contained in this Agreement shall be construed as granting or conferring upon the College any rights by license or otherwise, express, implied, or otherwise for any software product, invention, discovery, or service conceived or acquired by the University prior to or after the date of this Agreement.

10.8 If this Agreement expires or is terminated for any reason, the College shall promptly disable all methods by which access to CASPUR is gained.

**11. Indemnification and Liability**

11.1 Each Party holds the other Party harmless and indemnifies the other Party, its deans or directors or other officers, committee members, employees and agents (collectively, the **Indemnified Parties**”) from and against any and all manners of action, causes of action, fines, suits, proceedings, claims, demands, losses, damages, judgments, awards, liability, costs, fees (including all legal fees and disbursements on a solicitor and client basis) and actions of any kind or nature, that arise out of or are attributable to acts or omissions of the other Party or its deans, directors, officers, committee members, employees or agents (collectively, the “**Indemnifying Parties**”) arising directly or indirectly from a breach by any of the Indemnifying Parties of, or the failure by any of the Indemnifying Parties to perform or satisfy any of, the representations, warranties, covenants and agreements made by the Indemnifying Parties in this Agreement, or a breach by the Indemnifying Parties of any of their obligations under this Agreement.  Notwithstanding the foregoing, if and only to the extent that the matters in respect of which the indemnification is sought were directly caused by the gross negligence or willful misconduct of the Indemnified Parties, then the indemnification of the Indemnified Parties shall not apply to such extent.

11.2 Each Party shall report to the other, in a timely manner, incidents arising out of this Agreement that may result in the other being named in a legal claim.  The indemnified Party shall cooperate with the indemnifying Party and shall permit the indemnifying Party to conduct and direct the defense and disposition of the demands, actions, claims or costs to the extent that the indemnifying Party does not admit liability on behalf of the indemnified Party.

11.3 Notwithstanding section 11.1, neither Party shall be liable to the other Party for any special, indirect or consequential loss or damage arising in connection with the performance and results of this agreement.

**12. Insurance Requirements**

12.1 During the Term of this Agreement the College shall arrange for and maintain the following insurance:

(a) general liability insurance in an amount of not less than Five Million ($5,000,000) dollars per occurrence covering claims for bodily injury and property damage caused by an negligent act or omission on the part of the College, its employees, directors, officers, students, volunteers and agents; and

(b) Workers’ Compensation insurance covering all employees engaged in the activities under this Agreement, in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees; and where such employees are not required to be covered by workers’ compensation insurance, under private coverage offering disability benefits. If the College is assessed any additional levy, extra assessment or super-assessment by a Workers’ Compensation Board as a result of an employee of the College or a subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the College, and the University is not liable to reimburse the College.

12.2 The College will provide thirty (30) days written notice the University prior to any material changes or cancellations of such policies.

12.3 The College shall be responsible for any deductibles, exclusions, and/or insufficiencies of coverage relating to the policies listed in 12.1.

12.4 The University may request that the College provide a certificate of insurance evidencing that it has obtained the insurance required under this Agreement.

**13. Dispute Resolution**

13.1 If a dispute should arise under this Agreement, the Parties agree to use their best efforts to resolve the matter in good faith and in a fair and reasonable manner. If the Parties are unable to settle the matter this way, the Parties may agree to refer the dispute to mediation by a mutually appointed mediator.

13.2 In the event that mediation does not occur or is not successful, the Parties may submit the dispute to binding arbitration before a single arbitrator acting pursuant to *The Arbitration Act, 1992* (Saskatchewan). If the Parties decide to proceed to binding arbitration but are unable to agree on the choice of arbitrator within 14 days from the decision, then a single arbitrator shall be appointed by the Court of Queen’s Bench in the Judicial Centre of Regina, Saskatchewan.

13.3 The Parties agree that the arbitrator may make such order as to the dispute and the costs as it sees fair and reasonable, including requiring one Party to pay the other Party’s entire or partial costs of such dispute resolution procedures.

13.4 All performance required by the Parties under this Agreement shall continue during the dispute resolution proceedings

13.5 Notwithstanding the foregoing, any disputes (i) in respect of any Academic Matters, or (ii) otherwise stated in this Agreement to not be subject to this dispute resolution procedure, shall not be subject to this dispute resolution procedure and the decision of the University in respect of such matters is final.

**15. General**

**15.1 Amendment:** This Agreement may be amended at any time with the mutual consent of both Parties.

**15.2 Non Waiver:** The waiver by any one of the Parties to this Agreement of a breach by any other Party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party. No failure, refusal or neglect of any Party hereto to exercise any right under this Agreement or to insist upon full compliance by any ·other Party with its obligations hereunder shall constitute a waiver of any provision of this Agreement.

**15.3 Assignment:** Neither Party may assign all or any part of this Agreement without the written consent of the other Party.

**15.4 Governing Law:** This Agreement is governed by and to be construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and treated in all respects as a Saskatchewan contract. The Parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals there from.

**15.5 Relationship:** This Agreement is not intended to create, nor shall it be construed as creating, any partnership, joint venture, employment or agency relationship between the Parties. Neither Party is responsible for payments for the other Party of wages, salaries, or accompanying source deductions of any employee of the other Party.

**15.6 Notices:** All notices provided hereunder shall be in writing and shall be delivered personally or sent by registered mail or facsimile to the Parties as follows:

University of Regina:

Office of Dean of ●

Faculty of ●

University of Regina

3737 Wascana Parkway

Regina, Saskatchewan S4S 0A2

Fax: (306) ●

College:

●

Any notice given by registered mail shall be deemed to have been received on the sixth (6th) business day after it was mailed. Any notice delivered by hand or by facsimile shall be deemed delivered on the following business day.

**15.7 Time is of the Essence:**  Time is of the essence of this Agreement and of each and every term and condition.

**15.8 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the Program and supersedes all prior agreements, understandings, negotiations, and discussions with respect to this subject matter, whether oral or written. Except as provided herein, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements of any kind made between the Parties concerning this agreement, the subject matter thereof, or any matter herein.

**15.9 Publicity:**  The Parties agree to, wherever possible, jointly develop and disseminate information and promotional material to publicize the Program.

**15.10 Force Majeure:** Neither Party is responsible for damages caused by delay or failure to perform any duty under this agreement if the delay or failure is due to fires, strikes, floods, acts of God or the Queen’s enemies, lawful acts of public authorities, delays or defaults caused by public carriers, or any other event beyond the control of that Party. Such Party will be excused from such performance to the extent it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such case will not be excused, waived or payment postponed.

**15.11 Recitals:** The recitals above are incorporated as terms of this Agreement.

**15.12 Headings:** The headings and divisions in this Agreement have been inserted for convenience only and shall not be construed as part of this Agreement.

**15.13 Appendices:** Reference to this Agreement includes any and all appendices attached to it and the appendices shall form an integral part of this Agreement.

**15.14** **Severability**: If any section, clause, provision or other part of this agreement is invalid or unenforceable, it shall be severed and the remaining provisions will bind the Parties as though such invalid provision had not been included. The Parties shall replace the invalid provision with a valid provision which follows the original intent of the invalid provisions as closely as possible.

**15.15 Further Assurances:** Each Party hereto shall do or cause to be done all such acts and things and execute or cause to be executed all such agreements and other documents as may be necessary or desirable to carry out and/or implement the provisions or intent of this Agreement.

**15.16 Counterparts**: This Agreement may be executed in one or several counterparts including by fax, each of which when so executed shall be deemed to be an original, and such counterparts together shall be but one and the same Agreement

IN WITNESS whereof the Parties have executed this agreement as of the Effective Date.

**University of Regina**

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Vice-President (Academic) University of Regina

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Dean of ●, University of Regina

**●College**

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**APPENDIX A — PAYMENT**

The College will compensate the University in order to cover all University costs associated with provision of the Program as described below. Payment will be made in accordance with the following guidelines:

1. The College will pay the University a fixed annual administrative fee of $●.00 to be paid in two equal payments approximately 6 months apart or as the Parties agree; and
2. The College will reimburse the University for all administrative costs incurred by the University (including the Admissions Office, Registrar’s Office, Financial Services Office and the Faculty of ●) for application processing, student documentation, etc., at actual cost plus 15% to a maximum of $●.00 per year. The administrative costs will be billed by the University on a bi-annual basis. Invoices will include details of expenses incurred; and
3. The College will reimburse the University for all costs incurred by the Faculty of ● for travel and incidental expenses as related to the Program, which will be billed by the University at least every six months; and
4. Each semester the College will pay the following fees to the University: (i) an application for admission fee for each Student (one time only upon registration by the Student in his or her first semester in the Program), and (ii) an academic services fee for each Student registered in the Program (in the amount of $●.00 for 9 to 15 registered credit hours and $●.00 for 3 to 8 registered credit hours, in each case per Student and per semester). The College will be billed for these fees by the University’s Financial Services Office each semester; and
5. Additional costs incurred by the University, including those for instruction, conferencing activities and Program evaluation activities, may be billed from time to time by the University to the College. These expenses will not be incurred by the University without the advance agreement of both Parties.

**APPENDIX B - ACADEMIC REQUIREMENTS FOR PROGRAM**

*[To be completed]*

Year 1:

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| --- | --- |
| **Program Requirement** | **U of R Course / Equivalent** |
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Year 2:

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| --- | --- |
| **Program Requirement** | **U of R Course / Equivalent** |
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All ● courses described above are University of Regina courses. All non­ ● courses described above in the left-hand column are University of Regina courses and the applicable equivalences are described in the right-hand column.