

THIS AFFILIATION AGREEMENT effective as of the 19th day of March, 2008.

BETWEEN:

THE UNIVERSITY OF MANITOBA
(the "University")

-and-

LE COLLÈGE UNIVERSITAIRE DE SAINT-BONIFACE
(the "Collège")

WHEREAS:

- A. The Collège was incorporated and continues its existence in accordance with the Laws of Manitoba, more particularly *Le Collège universitaire de Saint-Boniface Act*, C.C.S.M. c. C150.2;
- B. The University was incorporated and continues its existence in accordance with the Laws of Manitoba, more particularly *The University of Manitoba Act*, C.C.S.M, c. U60;
- C. The Collège is one of the founding colleges of the University;
- D. The objectives of the University and the Collège are the advancement of learning, and the creation and dissemination of knowledge;
- E. The parties entered into an Agreement dated November 1, 1972, which addressed various aspects of the relationship between the University and the Collège including: the autonomy of the Collège, dealings with the Universities Grant Commission, the academic affiliation between the parties, and the inclusion of staff of the Collège under various fringe benefit plans available to University employees (the "Original Agreement");
- F. The University and the Collège now wish to enter into this Affiliation Agreement which will supersede and replace the terms of the Original Agreement as of the date first written above.

NOW THEREFORE this Affiliation Agreement in consideration of the mutual covenants herein contained the parties hereto agree that:

I. PREAMBLE

1. Introduction

The purpose of this Affiliation Agreement is to establish principles which will govern the affiliation between the Collège and the University. It takes into account the historic and

linguistic evolution of the two institutions and the achievements to which this affiliation has contributed since 1972. It promotes both the autonomy as well as the complementary relationship of these two institutions and ensures the continuation of good relations between them.

II. AGREEMENT

1. Objectives

The Collège is a French language institution whose purposes are to serve the educational needs and further the linguistic, cultural, economic and social well-being of Francophone communities in Manitoba, and Canada and the world.

The University's mission is to create, preserve and communicate knowledge and thereby contribute to the cultural, social and economic well-being of the people of Manitoba, and Canada and the world.

2. Language of Operations

The Collège is a French-language post-secondary educational institution. It conducts all of its internal affairs in the French language. Its programs and courses are offered in French with the exception of language courses. Examinations at the Collège shall be conducted in the language of instruction of the course.

3. Autonomy

This Affiliation Agreement between the Collège and the University respects the character of each institution, which remain independent and autonomous, each having exclusive jurisdiction over its own board governance and administration, including hiring of personnel, finances and the general structure and regulations necessary to the proper functioning and outreach of each institution. This affiliation concerns the offering of university academic programs only. It is understood that this agreement does not in any way govern programs which have been approved by the Council on Post-Secondary Education ("COPSE") and which correspond to those offered by community colleges.

4. Council on Post-Secondary Education

COPSE is the provincial agency that works to promote excellence and cooperation within the post-secondary education sector to meet the diverse educational needs of Manitobans. A major responsibility of COPSE is the allocation of funds to the province's post-secondary institutions. In order to respect the financial autonomy of both the Collège and the University, each is responsible for the presentation of its respective financial requirements to COPSE.

5. Conseil de direction des études

The *Conseil de direction des études* of the Collège has general charge of all matters of an academic nature. It holds the power to conduct, direct and regulate all affairs of the

Collège that relate to instruction and research. For the purposes of seeking approval of academic matters requiring the Senate's approval, the Conseil de direction des études shall be treated as if it were a Faculty or School Council and shall make recommendations to the Senate and its Committees, as appropriate. The Senate's normal procedures as may be adopted from time to time, including the requirement to consult with relevant faculties and schools, must be followed.

6. Academic Affiliation

The Collège and the University continue their historic academic affiliation which:

- a) acknowledges the authority of the Senate of the University over the approval of, and modification to university programs and courses proposed by the *Conseil de direction des études* of the Collège;
- b) acknowledges the authority of the Senate of the University to approve the candidates for degrees as recommended by the Conseil de direction des études of the Collège. Degree parchments will explicitly mention that these students are recommended to the University by the Collège; and
- c) recognizes that the admission of students to the Collège shall, in all respects, conform to the minimum General Admission Requirements and the program-specific admission requirements, as may be approved by the Senate of the University from time to time.

7. Representation on the Senate and its committees

The President of the Collège shall, as head of an affiliated college, be a voting member of the Senate. As a member of the Senate, the President has the right to be nominated to serve on all permanent and *ad hoc* committees of the Senate.

The President of the Collège shall also designate one person to serve as an assessor to the Senate. The Collège shall also be entitled to the appointment of a Collège representative with full voting privileges, on such Committees of the Senate as may be relevant to the interests of the Collège.

8. Representation on Faculty/Schools and Department Councils

As long as the Collège and the University are affiliated, the Collège shall be entitled to:

- a) representation, with full voting privileges by the President of the Collège or his or her designate, on the Faculty or School Councils of any Faculty or School in which the Collège offers the equivalent academic program;
- b) inclusion of all staff holding academic appointments in the Collège, in the Faculty Councils of Faculties in which they teach courses, with full voting privileges on all matters except those relating to the financing, the financial administration and the staffing of the University;
- c) inclusion of all staff holding academic appointments in the Collège in the appropriate University department councils with full voting privileges on all

matters except the financing, the financial administration and the staffing of the University;

- d) membership in the Faculty of Graduate Studies of the University for members of the academic staff of the Collège on the same basis as are academic staff members at the University, as may be approved from time to time.

9. Representation on the Conseil de direction des études

As long as the Collège and the University are affiliated, the University shall be entitled to representation, with full voting rights of the President (or designate) on the *Conseil de direction des études* of the Collège on issues related to university matters only.

10. Program approval procedures

After having been approved by the *Conseil de direction des études* of the Collège, all new university programs and courses, shall be sent to the University Secretary of the University for consideration and decision by the Senate and its committees, as appropriate.

11. Academic Program Reviews

All University programs offered by the Collège are subject to periodic reviews pursuant to the Senate's approved policies and procedures on Academic Program Reviews. The timing and requirements of the reviews shall be determined jointly by the President of the Collège and the Vice-President (Academic) and Provost of the University.

12. Access to credit courses of the other institution

Except in the case of specific agreements that provide otherwise, a student enrolled at one of the two institutions may take credit courses at the other institution on the condition that he or she receive the permission of the appropriate authorities at both institutions. Students will pay all their fees to the institution in which they are enrolled. The respective financial departments will undertake to transfer the funds related to the enrolment or the withdrawal of students taking courses in the other institution.

13. French language teacher preparation

In accordance with an agreement between the Collège and the University dated September 1, 1998, the Collège retains sole responsibility for the training of French language teachers in Manitoba and ensures the training of all students enrolled in courses offered in French in the Faculty of Education of the University.

14. Bachelor of Arts, Latin-Philosophy

The program leading to the Bachelor of Arts, Latin-Philosophy (Baccalauréat ès Arts, Latin-Philosophie) continues to fall under the jurisdiction of the Collège.

15. Gifts

Both the University and the Collège retain possession of all gifts, bequests, bursaries, endowments or grants, of whatever kind, which may be given to either institution from time to time.

16. Amendments

Amendments to this Affiliation Agreement may be made at any time by the written consent of both parties. Minor editorial amendments may be made to this Affiliation Agreement by mutual written consent of the President of the University and the President of the Collège.

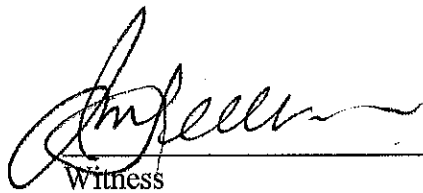
17. Periodic Review

The University and the Collège agree that this Affiliation Agreement shall be reviewed at least every 15 years. The next scheduled review shall be January 1, 2023.


18. Language of Agreement

This Affiliation Agreement has been signed in both the French and English language. The parties agree that both versions shall be of equal force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed this Affiliation Agreement as of the date first written above.



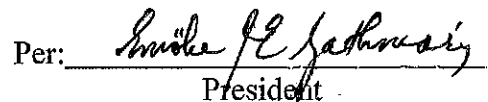
Witness



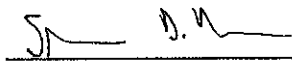
Witness

The University of Manitoba
Per: 

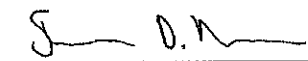
Chair of the Board of Governors

Per: 


President



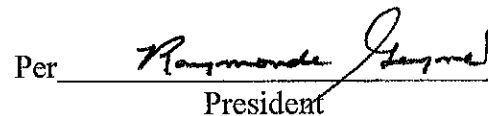
Witness



Witness

Le Collège universitaire de Saint-Boniface
Per: 

Chair of the Board of Governors

Per: 

President