

THIS AGREEMENT, made in duplicate, this 13 day of December,  
A.D. 1963.

B E T W E E N:

CANTERBURY COLLEGE, a body corporate with Head Office  
at the City of Windsor, in the County of Essex and  
Province of Ontario,

hereinafter called "CANTERBURY COLLEGE"

OF THE FIRST PART.

- and -

UNIVERSITY OF WINDSOR, a body corporate with Head  
Office at the said City of Windsor,

hereinafter called "the UNIVERSITY"

OF THE SECOND PART.

WHEREAS Canterbury College, with the full approval, support  
and interest of the Synod of the Diocese of Huron of the Anglican Church  
of Canada, was incorporated on June 12th, 1957, under the Corporations Act,  
1953, of the Province of Ontario, with the object of establishing and  
maintaining an Anglican College or school of higher education but without  
the power to confer degrees, and has enjoyed since 1957 the status of an  
affiliated college of Assumption University of Windsor,

AND WHEREAS the University of Windsor was incorporated by virtue  
of an Act of the Legislature of the Province of Ontario entitled the  
University of Windsor Act, 1962-63, and assumed responsibility for the  
academic faculties, departments and courses formerly in Assumption University  
of Windsor,

AND WHEREAS the said Act assured Canterbury College the right  
of continuing its affiliation with the University through Assumption  
University or of negotiating a separate affiliation or federation agreement  
with the University, or both, as in their discretion they deemed meet,

AND WHEREAS the Parties hereto desire to effect, through a  
spirit of co-operation, a permanent enlargement of the opportunity for  
University education in the City of Windsor and its environs,

WHEREFORE that in consideration of the mutual promises, covenants,  
agreements and declarations hereinafter made, the Parties hereto, their

successors and assigns respectively, do hereby promise, covenant, agree and declare as follows:

1. Canterbury College shall be an affiliated college of the University of Windsor and shall be known as Canterbury College.

2. From and after the 1st day of July, 1963, the academic department and courses now established in Canterbury College shall become integrated into the departments and schools of the University, except where it is otherwise mutually agreed upon.

3. The University shall engage all of the present staff members of Canterbury College and does hereby guarantee that such members shall enjoy the same academic rank they now enjoy and shall enjoy the same benefits that accrue to other staff members of the University.

4. All students proceeding towards a Degree to be granted by the University shall be registered in the University Registrar's Office.

5. If Canterbury College establishes its own courses and/or residences, the Board of Directors of Canterbury College shall have jurisdiction over the conduct of the Students, residential or academic, subject to the general regulations of the Senate and the Board of the University pertaining to such matters.

6. Canterbury College has the right to provide religious worship.

7. When administrative and academic positions are open for appointment, the University will give equal consideration to the appointment of qualified members of the Anglican Communion.

8. All revenues of mutual concern shall be shared as agreed upon by the Boards of both Parties.

9. All instructional, administrative, maintenance and other costs as between Canterbury College and the University shall be borne or shared as agreed upon by the Parties hereto.

10. Upon the giving of one year's notice to the University, Canterbury College shall have the right to undertake courses in any or all subjects which form a part of the University curriculum in the Liberal Arts. Upon the giving of one year's notice, Canterbury College shall have the right to establish, develop and maintain its own course in Religious Knowledge, Philosophy, Church History and Sociology. Further, upon the giving of one year's notice, Canterbury College shall have the right to

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Re: Canterbury College's representative on the Board  
of Governors of the University of Windsor.

Clarification of point 11 of Agreement.

"When the nomination is made by each of these Colleges,  
the Board falls under a contractual obligation to elect  
such persons to membership."

(excerpt from letter to Brig. W. W. Bradley from John W.  
Whiteside, dated October 27, 1972.)

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... University with or to the University, or any  
amendments thereto, shall first be discussed with Canterbury College and  
such other colleges as are then federated with or affiliated to ...

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establish, develop and maintain such other subjects as may be mutually agreed upon between it and the University. All such courses and subjects so established shall be subject to the regulations of the Senate of the University with regard to academic standards and curricular requirements and shall be given full academic credit. In the event that Canterbury College establishes and undertakes such courses as are mentioned above, it shall be entitled to appoint its own administrative and instructional staff at its own expense, subject to the rules and regulations of the Senate of the University with respect to academic qualifications, and it shall be entitled to receive its agreed-upon share of the tuition fees and grants. It shall also be entitled to the use of library, athletic and social facilities of the University and to a reasonable accommodation in the matter of lecture halls on such terms as may be mutually agreed.

11. The Board of Directors of Canterbury College shall have the right to nominate one person to be a member of the Board of Governors of the University.

12. The President of the Board of Canterbury College, or his appointee, may be an observer at meetings of the Board of Governors of the University when the representative of Canterbury College appointed under Section 11 above is unable to attend. The President of the Board of Canterbury College shall receive minutes of all Board meetings.

13. The Principal or academic head of Canterbury College shall be ex-officio a member of the Senate of the University and he shall be a member of the Committee of the Senate on appointments and promotions.

14. In the event that Canterbury College should become incorporated as The University of Canterbury College and be given degree conferring power, the wording of this Agreement shall then be interpreted to read, "Federated" in place of "Affiliated" where such word occurs. During the term of this Agreement, all degree granting power possessed by the College shall be held in abeyance, except in the case of

15. The terms of any agreement providing for the federation or affiliation of a college or University with or to the University, or any amendments thereto, shall first be discussed with Canterbury College and such other colleges as are then federated with or affiliated to the University.

16. When undertaking public appeals or other contributions, the Board of Governors of the University shall consider the inclusion of projects of Canterbury College which benefit the University of Windsor, Canterbury College will not make public appeals for funds without the written permission of the Board of Governors of the University, but such permission shall not be unreasonably withheld.

17. Each party hereto shall retain as its own property, and all gifts, bequests, devices, scholarships, endowments or grants of any kind, which may from time to time be made to it.

18. During the term of this Agreement, Canterbury College shall not enter into any affiliation or federation agreement with any other University, except for affiliation with Assumption University of Windsor as provided in The University of Windsor Act, 1962-63. In the event of any conflict between the provisions of the said Agreement and this Agreement, the provisions of this Agreement shall prevail.

19. Amendments to this Agreement may be made by the mutual consent of the Parties hereto.

20. This Agreement may be terminated by either Party hereto, provided that notice in writing thereof shall be given on or before the 30th day of June in any year, in which event it shall terminate on the 30th day of June in the year next following the date of such notice.

21. If at any time, any dispute, difference or question shall arise between the parties hereto as to the construction, meaning or effect of these presents, or anything herein contained, or the rights or liabilities of the parties under this indenture, then every such dispute, difference or question shall be referred to a single arbitrator, if the parties agree upon one; otherwise to three arbitrators, one to be appointed by each party to the reference, and a third arbitrator, who shall be a Judge of the Supreme Court of Ontario, to be appointed by the first named arbitrators, and who shall act as Chairman of the Board of Arbitration. The award or determination of the single arbitrator, or the said arbitrators or a majority of them, shall be final and binding

on the parties hereto, their successors and assigns. The expenses of the arbitrators shall be borne equally by the parties to the reference.

IN WITNESS WHEREOF the Parties hereto respectively have hereunto affixed their hands and seals and corporate seal attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

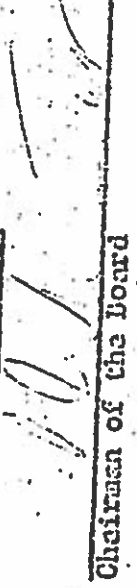
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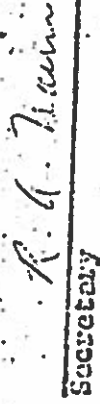
CATEMUNY COLLEGE:

  
President

  
Secretary

UNIVERSITY OF WINDSOR:

  
Chairman of the Board

  
Secretary