

AGREEMENT made in duplicate this
12th day of January, A. D. 1959.

BETWEEN:

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

and

ST. JEROME'S COLLEGE, a corporation incorporated by private act of the Province of Ontario, having its head office at the City of Kitchener in the Province of Ontario.

WHEREAS the Waterloo College Associate Faculties shall, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University,

AND WHEREAS St. Jerome's College which has been operating institutions of higher learning in the City of Kitchener since 1866, shall at the next session of the Legislature for the Province of Ontario, submit a petition for legislation, changing its name to "The University of St. Jerome's College" and providing for modification of its organization, government and administration and enlarging and increasing its powers, rights and privileges to include degree-granting powers,

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of The University of Waterloo (hereafter called the University) and The University of St. Jerome's College (hereafter called the College).

NOW THIS AGREEMENT WITNESSETH

1. The parties hereto agree that
 - (a) The College shall have the right to become a federated college of the University of Waterloo and shall be known as St. Jerome's College.

(b) Upon federation of the College with the University, all degree-granting powers possessed by the University of St. Jerome's College, except those in Theology, shall be held in abeyance, so long as such federation remains in force.

(c) The College shall register with the University all students proceeding toward a degree to be granted by the University.

(d) The College shall have jurisdiction over the conduct of and provide religious worship for its students.

(e) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.

(f) The College shall have the right to develop its own courses in harmony with its denominational beliefs in such fields of investigation as Religious Knowledge, Philosophy, Church History and Sociology and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.

(g) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated College.

(h) The college shall have the right to offer courses in Religious Knowledge, Philosophy, Church History and Sociology which are part of the University's professional courses.

(i) The College shall make available its faculty and facilities for instruction in the arts, humanities and social sciences which are part of the University's professional courses, when the University and the other federated colleges decide this to be economically feasible and practical.

(j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.

(k) All instructional, administrative, maintenance, and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.

(l) The college shall have the right to appoint its own teaching staff and administrative officers.

(m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.

(n) The University shall confer degrees, diplomas and other awards (except Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.

(o) The University shall make its Science faculty available for the instruction of science subjects which are part of the curriculum offered for an arts degree.

(p) The University shall not duplicate instruction in arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.

(q) The University Senate shall approve expansion of curricula as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.

(r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the college may construct buildings for teaching, administration, students' residences (with or without chapels), subject to the University's approval of architectural design.

(s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments, or grants of any kind which from time to time may be made to it.

(t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.

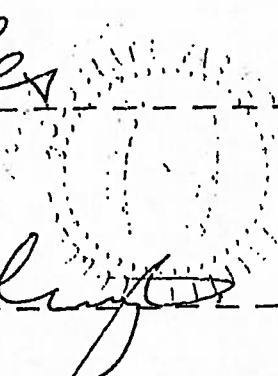
2.

(a) Amendments to this agreement may be made by mutual consent.

(b) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the corporate parties hereto have hereunto set their corporate seals as attested to by their proper officers in that behalf.

WATERLOO COLLEGE ASSOCIATE FACULTIES


J. Needles

Chairman of the Board

A. Adlington

Secretary

ST. JEROME'S COLLEGE

C. F. Sieppried

President

W. J. Lacombe

Secretary