

THIS AGREEMENT, made in duplicate this 1st day of May  
A.D. 1964.

BETWEEN:

UNIVERSITY OF WINDSOR, a body corporate with Head Office  
at the City of Windsor, in the County of Essex and  
Province of Ontario,

hereinafter called " the UNIVERSITY"

of the FIRST PART,

- and -

IONA COLLEGE, a body corporate with Head Office at the  
said City of Windsor,

hereinafter called "IONA COLLEGE"

of the SECOND PART.

WHEREAS Iona College, with the full approval, support and  
interest of Essex Presbytery of the United Church of Canada, was incorporated  
under The Corporations Act of the Province of Ontario, with the object of  
establishing and maintaining a residential college;

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 each party has power to enter into an affiliation  
agreement with the other;

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;

WITNESSETH 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. Iona College shall be an affiliated college of the University  
of Windsor.
2. All students proceeding towards a Degree to be granted by the  
University shall be registered in the University Registrar's Office.
3. Upon Iona College establishing its own residence or  
residences, the Board of Directors of Iona College shall have jurisdiction over  
the conduct of the students in residence, subject to the general regulations of the  
Senate and the Board of the University pertaining to such matters.

4. Iona College has the right to provide religious worship.

5. The parties hereto do hereby affirm the principle enunciated in the University of Windsor Act 1962-63 wherein it is provided that no religious test shall be required of any employee of the University and agree that in making appointments to academic and administrative positions within the University, equal consideration shall be given to the appointment of members of all religious faiths.

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

7. All administrative, maintenance and other costs as between Iona College and the University shall be borne or shared as agreed upon by the parties hereto.

8. Provided the Department of Theology in the University continues on the basis set out in a resolution as to same approved this year by the University, Iona College shall not request the right to establish any academic courses. In the event that a change is made in the organization of the Department of Theology affecting the present rights of sponsoring bodies as described in the said resolution, then Iona College shall be entitled to the same rights which Canterbury College has under paragraph ten of its affiliation agreement with the University dated the eighteenth (18th) day of December, 1963.

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

10. The President of the Board of Iona College, or his appointee, may be an observer at meetings of the Board of Governors of the University when the representative of Iona College appointed under Section 9 above is unable to attend. The President of the Board of Iona College shall receive minutes of all Board meetings.

11. The principal of Iona College shall be ex-officio a member of the Senate of the University.

12. The University covenants and agrees to commence discussions within one year from the date hereof with other church related bodies in affiliation or federation with the University for the purpose of eliminating or modifying, consistent with the need for insuring the maintenance of Christian principles in the making of appointments and promotions, the provisions in existing affiliation or federation agreements regarding the appointment of the principals or academic heads of such bodies to the Senate committee on appointments and promotions; and the University further covenants and agrees to adopt within eighteen months from the date hereof, uniform provisions with all Church related bodies with regard to their rights (if any) to make such appointments and within such period, to amend this Agreement for the purpose of granting to Iona College, any such rights as are retained by any other Church related body.

13. In the event that Iona College should become incorporated as a University 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, any degree granting power subsequently obtained by Iona College shall be held in abeyance, except in Theology.

14. 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 Iona College and such other colleges as are then federated with or affiliated to the University.

15. When undertaking public appeals or other contributions the Board of Governors of the University shall consider the inclusion of projects of Iona College which benefit the University of Windsor. Iona 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.

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

17. During the term of this Agreement, Iona College shall not enter into any affiliation or federation agreement with any other University.

18. Amendments to this Agreement may be made by the mutual consent of the parties hereto.

19. 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.

20. 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

in the presence of:

) UNIVERSITY OF WINDSOR

) [Signature]  
) Chairman of the Board

) [Signature]  
) Secretary

) IONA COLLEGE

) [Signature]  
) President

) [Signature]  
) Secretary