AGREEMENT

(the “Agreement”)

BETWEEN:

**UNIVERSITY OF WATERLOO**, a university established by an Act of the Legislature of the Province of Ontario, with its main campus located at 200 University Avenue West, Waterloo, Ontario N2L 3G1

(hereafter “Waterloo”)

-and-

**[insert LEGAL name of Univeristy]**, a university established by an Act of the Legislature of the Province of Ontario, with its main campus located at [x]

(hereafter “[X]”)-and-

**[insert LEGAL name of OrgAnization]**, a [insert type of organization, e.g. hospital, corporation, foundation] [incorporated/established] under [the laws of (…) OR an Act of the Legislature of (…)], with [offices/facilities] located at [insert address]

(hereafter “[Y]”) […]

University of Waterloo, University X and University Y [*revise according to number and type of partners]*

are each referred to as a “Party” and are collectively referred to as the “Parties.”

**WHEREAS** the Parties acknowledge that they are bound by and will operate within their founding Acts and all applicable legislation, respective collective agreements or similar documents;

**AND WHEREAS:** The Parties wish to efficiently use resources to offer their respective students access to certain courses as identified in this Agreement;

**AND WHEREAS** the Parties wish to stipulate the terms of their collaboration in this Agreement so as to clarify their joint and individual responsibilities;

**AND WHEREAS:** The Parties recognize that this Agreement is intended to provide equal benefits to each;

**NOW THEREFORE** in consideration of the mutual covenants set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The Term of this Agreement shall commence on [date]. The Agreement will terminate after the conclusion of the last course offering in Clauses 3 and 4. This Agreement may be renewed under the mutual agreement of all Parties for a period corresponding to the duration of said additional agreed upon Courses.
2. **Termination:** This Agreement may be terminated at any time upon the written notice of a Party with at least six (6) months’ notice. If a Party elects to terminate this Agreement, all arrangements will cease on the effective date of termination, save and except for arrangements regarding students in the process of completing a Course under this Agreement. The Parties agree to reasonably permit any such student to complete their Course on the terms and conditions of this Agreement.
3. **Courses:** The Parties wish to cooperate in and will share the responsibility of offering the following courses (hereinafter referred to as the “Courses”):
   1. [Course code]: (Waterloo)

[Course code]: [University X]

[Course code]: [University Y*]*

1. **Host University and Instructors:** The role of “Host Institution” will rotate among the Parties, with the remaining Parties being the “Home Institution(s)”. [In terms of duration of this agreement, you will need to list the course and terms matching the number of years specified in clause 1. Or, you will need to find another way to specify the duration.]

* X University will be the Host University in the X term and will offer [X course code] that term [Course code for same course at Y University] and appoint that Instructor.
* Y University will be the Host University in the X term and will offer [X course code] that term [course code for same course at X University] and appoint that Instructor.

If either Party declines to teach their assigned course during their appointed term, the other Party may choose to offer it.

Instructors for the courses will be appointed by the Host Institution in accordance with its collective agreements or similar documents.

The Instructors, Teaching Assistants (“TA” or “TAs”) and students registered in the Courses will be notified that their contact information (name and university email) will be distributed to the other Party (when required for the administration of the Courses) and any consents required for such distribution will be obtained by the distributing Party. Regulations concerning the dates for adding a course will be governed by the Host University.

1. **Students and Enrolment:** Students enrolled at Waterloo, [University X] and [University Y] should register locally at their own institutions for the Courses. Registration will be set at [XX] places per course. Each Party will have the right to [XX] places in the course. If either Party cannot fill all of its places, it shall offer those places to the other Party by the first day of lectures. [*Modify if there are more than 2 Parties*]

The Courses will adopt an [online or blended] format. Students will access course content online using the Host University’s home platform. The online components will be delivered asynchronously and therefore will not need to be scheduled. [For blended:] Students will also attend a weekly oral class (led by a TA) on their own campus. Each Party is responsible for providing [XX] hours of TA support in both fall and winter terms at each institution.

The Host institution reserves the right to refuse individual Students and will exercise this discretion consistent with its obligations under Ontario’s *Human Rights Code*.

1. **Responsibilities of the Host institution**
   1. Provide and supervise an Instructor.
   2. Provide and supervise local TAs *[as appropriate, for blended courses].*
   3. Schedule the Course for the appropriate term, delivery mode and time.
   4. Provide access to the Course through the institution’s Learning Management System and other learning systems and provide technical support for students from the non-host institution.
   5. Provide online course materials (e.g., Course outline, lecture notes, readings, access to online materials, etc.) to the students from [both/all] institutions.
   6. Provide students from [both/all] institutions a course outline or syllabus that clearly identifies the policies that are applicable to them regarding academic integrity, accessibility and academic accommodations, absences and illness, and grievances.
   7. Subject to the applicable laws or regulations of each Party regarding privacy and access to student information, provide student grades to at the end of the term (securely, in appropriate format). Each Party will use reasonable efforts to obtain its participating students’ consent to the release of the information described in this section to the other Party.
   8. Coordinate student enrolment and course scheduling with the Home institutions
   9. Provide Home institution students’ final course grades to the Home institution
   10. Collaborate with the Home institution in the implementation of student-related polices (e.g., absences related to illness, academic integrity, petitions and grievances, etc.).
   11. Provide accommodations to all students enrolled in the Course in accordance with the Ontario Human Rights Code. The Parties may collaborate and implement alternative arrangements for individual cases, wherein, the Home institution will be involved in the accommodation process. However, the Host Institution is responsible for receiving and considering accommodation requests from students, and, where applicable, providing suitable accommodations in accordance with their responsibilities under Ontario’s *Human Rights Code*.
   12. Provide the following services to students from the Home institutions: access to the online learning system used for the course, technical assistance with the online learning system as required *[modify* *as appropriate for the course].*
2. **Responsibilities of the Home institution**
   1. Assign a **person responsible** (department chair or delegate) for the course offering
   2. Provide and supervise local Teaching Assistants [as applicable for blended courses]
   3. Schedule the Course for the appropriate term, delivery mode and time
   4. Provide a list of enrolled students to the host institution in a timely manner so that they can be added to the host Learning Management System
   5. Support local students who have questions regarding the course or enrolment
   6. Submit final student grades provided by the Host institution to the Registrar at the Home institution, following the usual procedures for course grade submission
   7. Coordinate student registration and Course scheduling with the Host institution
   8. Communicate to Students the policies that will apply to them.
   9. Collaborate with the Host institution in the implementation of student-related polices (e.g., absences related to illness, academic integrity, petitions and grievances, etc.) as necessary.
3. **Course Materials:** Instructors will prepare materials for the Courses in accordance with:
   1. the “Undergraduate Degree Level Expectations” for Waterloo’s

undergraduate courses, and

* 1. the [equivalent expectations] for [University Y’s undergraduate courses], and …]

and in accordance with other requirements communicated by the Parties to the Instructors from time to time.

Proper copyright permissions will be obtained, and any associated copyright fees will be paid by the Host University unless otherwise arranged and agreed upon between the Parties. Intellectual property in the creation of Course content will be assigned according to the Host institution’s usual policies.

1. **Fees:** The Parties hereto agree that there shall be no remuneration, costs or expenses paid by one Party to any other hereunder. Each Party will collect and retain the appropriate tuition and other fees from the students enrolled at their respective institutions, regardless of who is the Host University, and no transfer of these funds will be required.
2. Application of policies and procedures related to instructors and students: In general, policies will be applied as follows.
   1. **Instructor issues** (illness and human resources, term dates, holidays, complaints against an instructor, etc.) will be governed by the Host institution's (the instructor's employer's) policies and collective agreements or similar documents.
   2. **Student issues** (grade appeals, academic integrity issues, grievances, ethical behaviour, absences related to illness, etc.) will follow the policies and procedures of the student's Home institution. Student course evaluations will be administered by the student's Home institution.
   3. If a case arises that involves students from both Host and Home institution (e.g., an academic integrity case involving students at both institutions), or an Instructor and a Home institution student, the Host and Home institutions will confer and determine an appropriate process.
3. **Intellectual Property:** Notwithstanding anything else in this Section 11, the Parties agree that (i) students will retain all intellectual property rights for any invention for which none of the Host Institution’s equipment, supplies, facilities or confidential information was used and which was developed entirely on the student’s own time; and (ii) to the extent the student continues to participate in coursework, projects or research based at the Home Institution, the Home Institution’s IP Policy will apply to intellectual property generated from such activities.
4. **Dispute Resolution:** The Parties agree to attempt to settle in a fair and reasonable manner any dispute arising in connection with this Agreement. If such dispute cannot be settled by the Parties between themselves within 30 days of one University notifying the other University of the dispute, the dispute will be submitted to Waterloo’s Vice President Academic, [University X’s [role], University Y [role]] If a Dispute is not resolved by good faith negotiations, then the Dispute will be finally determined by a sole arbitrator under the Arbitration Act, 1991 (Ontario) appointed in accordance with such Act. The seat, or legal place, of arbitration shall be Toronto, Ontario.
5. **Governing Law:** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (each, a “**Dispute**”), shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

**Contacts**: In regards to The University of Waterloo, the Contact for this Agreement is:

[Title]

[Department]

[Address]

Phone: [phone]

Email: [email]

In regards to [University Y], the Contact for this Agreement is:

[Title]

[Department]

[Address]

Phone: [phone]

Email: [email]

1. **Amendments and Review of Agreement:** Amendments to this Agreement will not be valid unless made in writing and signed by both Parties.
2. **Assignment:** No Party shall assign its rights or obligations under this Agreement in whole or in part, without the prior written approval of the other Party, which approval shall be in the approving Party’s sole and absolute discretion and may be unreasonably withheld.
3. **Indemnity:** Each Party will indemnify and save harmless the other Party, and their governors, directors, officers, faculty, students, employees, alumni, independent contractors, agents, and volunteers , from and against all liability including, but not limited to, claims, losses, damages, judgments, costs, expenses, actions and proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted based upon, occasioned by or arising as a result of the negligence of the indemnifying Party, governors, directors, officers, faculty, employees, alumni, independent contractors, agents, and volunteers.
4. **Force Majeure** If a Party is unable to perform any obligation in the manner or by the time provided in this Agreement as a direct result of Force Majeure (as defined below) operating against the Party, such Party shall, upon giving notice to the other Party, be entitled to an extension of time to perform such obligation for only as long as necessitated by the Force Majeure and such Party shall not be liable for failure to perform, or delay in performing, during or as a result of such extension. “Force Majeure” means any act of God, war, revolution, strike, walk-out or other labour disturbance, riot, pandemic, power shortage, imposition of federal, provincial, or local governmental regulations, existing or future, or other event beyond the reasonable control of the Party, other than lack of funds.
5. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior correspondence, agreements, negotiations, discussions and undertakings, written or oral. **Non Exclusivity:** This Agreement in no way restricts the Institutions from participating in similar activities or arrangements with others.
6. **Independent Institutions:** Nothing contained in this Agreement should be construed to create or imply joint venture, partnership, principal-agent, trust, or employment relationship between the Institutions and an Institution may not make, or allow to be made, any representation that any such relationship exists between the Institutions. An Institution shall not have the authority to act for, or to incur any obligation on behalf of, the other Institution, except as expressly provided for in this Agreement.
7. **Confidentiality**: Each Party recognizes that, in connection with this Agreement, it may receive information regarding the business, affairs, operations and finances of the other Party and personal information of students, Instructors/TA’s (collectively, “Confidential Information”). Except as set out in this Agreement, each Party agrees to not disclose any Confidential Information provided to it by the other Party to any other person or party and agrees to use such Confidential Information solely for the limited purpose for which it was provided. Each Party shall make all reasonable security arrangements necessary to protect the Confidential Information provided to it by the other Party and will not copy or disclose the Confidential Information to a third party without the prior written consent of the Party that provided it or as may be required by applicable law.
8. **Further Assurances:** Each of the Parties shall with reasonable diligence hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreements.
9. **Execution and Counterparts:** This agreement may be executed in counterparts and delivered by e-mail (in PDF format) and all counterparts when taken together shall constitute one single document and be a binding agreement. Counterparts may be executed in original or electronic form and the Parties will adopt any signatures received by electronic transmission as original signatures of the Parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the dates shown hereunder.

Dated at Waterloo, Ontario this day of , 20[…]

Waterloo

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signatory]

[unit name]

I have authority to bind the corporation

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signatory]

[unit name]

I have authority to bind the corporation

Dated at [X], Ontario this day of , 20[…]

[X]

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signatory]

[unit name]

I have authority to bind the corporation

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signatory]

[unit name]

I have authority to bind the corporation

Dated at [Y], Ontario this day of , 20[…]

[Y]

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signatory]

[unit name]

I have authority to bind the corporation

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signatory]

[unit name]

I have authority to bind the corporation