



TO: Planning and Budget Committee

SPONSOR: Professor Vivek Goel, Deputy Provost & Vice Provost, Faculty

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DATE: October 3, 2003 for October 21, 2003

AGENDA ITEM: #4

ITEM IDENTIFICATION:

Removal of UTS as a unit of OISE/UT and re-organization as a separate legal entity within the university community.

JURISDICTIONAL INFORMATION:

The Committee is responsible for reviewing and making recommendations for the use of University resources, including staff positions, funds, and space and facilities. The proposed Item would remove UTS as a unit of OISE/UT, create a new legal entity within the University and require the entering into agreements regarding funds, space and facilities.

The Item involves Planning and Budget Committee areas of responsibility 4.1, 4.2, 4.4, and 4.6.

4.1 Planning & Monitoring

- The Item proposes the disestablishment of UTS as an organizational unit of OISE/UT and its re-organization as a separate legal entity with the University community.

4.2 Campus and Facilities

4.2.3 Individual Plans and Projects

- The Item proposes licencing University space and facilities at 371 Bloor Street West to UTS until at least April 30, 2006.

4.4 Academic Units and Programs

4.4.1 Disestablishment of Academic Unit

- The Item proposes the disestablishment of UTS as an organizational unit of OISE/UT.

4.4.2 Planning and Resource Implications

- The Item proposes the maintenance of the current University budget allocation to or for UTS until at least April 30, 2006.
- The Item proposes the continued provision of administrative functions and facilities maintenance to and for UTS until at least April 30, 2006.

4.6 Incorporation of associated organizations and research ancillaries

- The Item proposes the entering into an Interim Affiliation, Services and Premises Agreement with UTS after its incorporation as a separate legal entity within the University community.

PREVIOUS ACTION TAKEN:

None.

HIGHLIGHTS:

THE SCHOOL

UTS began operating in 1910, shortly after the establishment of the Faculty of Education of the University of Toronto. The School was identified, from the start, as a "practice school", connected with the academic education of teachers at the Faculty of Education. It also had an important role in curriculum development and research at the Faculty. In 1920 the Faculty of Education was designated the Ontario College of Education (for many years the sole institution in the Province for the preparation and certification of secondary school teachers). In 1966 the OCE was designated the College of Education, University of Toronto, and in 1972 was designated as the Faculty of Education, University of Toronto. UTS was identified as part of OISE/UT when the Faculty of Education and the Ontario Institute for Studies in Education merged in 1996 to form OISE/UT.

With the admission of girls in 1973, and the changing ethnic and cultural composition of the student body, the visible face of the School has changed. The same enthusiasm for learning and quest for excellence remains.

Throughout its history, the School's involvement in and responsibility for teacher education has been consistent. As the concept of the School being a school for "gifted" students grew, the School contributed significantly to the development of curriculum and teaching practice for academically able students, locally, nationally and internationally. It has had an excellent reputation.

In the way it has been perceived, the School has to some extent been seen as a unique entity, neither a typical public school, nor a typical private school. With the withdrawal of public funding, it moved closer to what the Ministry of Education has viewed as an "independent" school. However, while the expectations regarding the School have remained as high as for leading private schools, the fees are still significantly lower. Accessibility has always been an important value of the School.

Since the withdrawal of provincial funding in 1994, UTS has moved towards a more self-supporting model, with financial stability and accessibility taking on greatly increased significance. Tuition fees now play a much more significant role in meeting operating expenses. The capital facilities, however, have continued to be provided by the University. The pressing need for a new or renewed physical plant has highlighted the importance of clearer plans and structures for financial support and stability, as well as for longer-term strategic policy formulation.

THE GOVERNANCE RESTRUCTURING PROPOSAL

UTS has no formal constitution or similar originating documents which govern it specifically. As a unit of OISE/UT, the UTS Principal reports to the Dean. Major decisions affecting the School must be first presented to the OISE/UT Faculty Council and then the Governing Council, when appropriate. The interim board of directors, a formal advisory group created in 2001 by then Dean Fullan (see more below) may make recommendations concerning UTS to the Dean, however the ultimate responsibility and authority for UTS rests with OISE/UT and the University.

Throughout the 1990's, the various stakeholders in the UTS community - the University, UTS Faculty and Administration, Parents, Alumni and Students - have been involved in a discussion about the best way to move the School forward. A number of events and conditions at the School, including changes in leadership, a renewed search for the "mission" of the School, and concerns raised by various stakeholders, have fostered a consensus that a new system of governance for the School should be considered.

In a memo dated September 12, 2001 the Dean of OISE/UT established an Interim Board of Directors for UTS, and charged it with several tasks including the following:

The Board will examine the issues associated with governance of the University of Toronto Schools and make formal recommendations regarding the operation of a permanent Board of Directors.

The decision to explore the creation of a permanent Board of Directors with actual authority and to explore a new governance model was based on the view that the School would benefit from the more focussed strategic attention that a permanent Board could provide, and that this would also offer the opportunity to implement a new governance structure that could meet the School's needs for the future.

Commencing in the autumn of 2001, the Interim Board discussed governance issues several times, and in the spring of 2002 established a working group, including representatives of School administration, the UTS parents, alumni, University administration and others. The working group met several times over the summer of 2002 and conducted a detailed review of the different options that are available for a future governance structure for UTS.

Three different proposals for UTS were presented to stakeholders in what was referred to as the "Phase 1 Consultation": 1) to keep the status quo; 2) to become a completely independent school; and 3) to become a semi-autonomous entity within the University community.

The arguments for the latter option included the following:

- The strong connection with the University is maintained, because the “new” UTS would remain within the University.
- An empowered board would allow a more focussed and strategic approach to decision making and implementation of vision, since it would hold fundamental accountability.
- The board would provide clearer accountability structure for the Principal and School leadership.
- It would be easier to develop unique policies, procedures, and terms and conditions that pertain exclusively to the School.
- Problem-solving would occur at the School and board level, reducing administrative burden on University and allowing quicker responses.

Phase 1 Consultation

The Interim Board reviewed the results of the Phase 1 consultation process, completed in 2002. The Interim Board carefully considered the input from all stakeholders, including the University of Toronto itself, and determined that the interests of UTS would be best served if the School was continued as a separate legal entity in affiliation with the University of Toronto.

In providing input to Phase 1, the President Birgeneau advised the Interim Board that the University endorses the separate legal entity within the University community model in principle and wished to work with School representatives to clarify its relationship with UTS for the future. In particular, the University wished to examine and define the mandate of UTS within the University and to determine a level of financial support for UTS that is consistent with the new mandate statement and with the agreed needs of the School.

The separate legal status would ultimately put the School in a position similar, but not necessarily identical to, the various affiliated colleges and other institutions which are part of the University of Toronto community as a whole.

The recommendation to give the School its own separate legal status was presented to the Dean of OISE/UT and to other University officials. The Dean accepted the Interim Board’s recommendations and directed the Interim Board, with support from the Office of the Provost, to bring forward for consideration by all UTS stakeholders, a constitutional proposal with a view to continuing the School as a new legal entity in affiliation with the University.

Phase 2 Consultation

Further to this new mandate, the Interim Board proceeded to formulate a new draft UTS constitution that best reflects and supports a consensus of all stakeholders. The Interim Board and University drafted proposed by-laws for the governance of the “new UTS”. Stakeholders were given a full opportunity to comment and make submissions on the proposal. These consultations were known as “Phase 2”.

By-Laws

The proposed by-laws were drafted jointly by the Interim Board and the University. They cover such details as the selection of the members and directors of the corporation and the government of UTS by the directors. In summary, the by-laws create a board of 9 directors to consist of 2 directors nominated directly by the University of Toronto Governing Council on the recommendation of the President of the University, and at least 2 parents, 2 alumni and 1 unaffiliated director. The initial board will consist of the 2 University nominees, 1 unaffiliated nominee, 3 parents and 3 alumni directors. *Board appointments are subject to the approval of the Governing Council of the University.* The directors will serve 3 year rotating terms.

The By-Laws have a core set of “entrenched” clauses which can not be changed without consent of the Governing Council.

Interim Affiliation, Services & Premises Agreement

The Item includes an agreement (the “Agreement”) to be entered into between the “new UTS” and the University which would set out the description of the fiscal and administrative relationship between the University and UTS for the period from January 1, 2004 through April 30, 2006 (the “Interim Period”) and to describe the areas of the relationship which must be negotiated between the University and the new board of UTS for a longer term agreement. The Agreement calls for much of the current administrative relationship and resulting support to remain in place during the Interim Period while a long-term agreement is negotiated.

Until now, the University has provided annual indirect support for UTS in the range 10% to 20% of UTS’ total operating costs (depending on several variables and assumptions). The going forward “Funding Principle” for UTS is that it will become self-sustaining. The University proposes to continue supporting UTS, however, unlike in the past, the support will be based on the value UTS adds to the University’s performance of its academic mission.

APPROVAL BY THE OISE/UT FACULTY COUNCIL

The proposal to remove UTS as a unit of OISE/UT has been approved by OISE/UT’s Faculty Council. The proposal was presented to and discussed by the Executive Committee of Faculty Council at a Special Meeting in August and to and by the Council at a special informational meeting in September. The Executive unanimously approved the proposed change in UTS governance. In recognition of the fact that the first scheduled meeting of the full Council would be too late to meet the University’s timetable for presenting the proposal to Governing Council, the Executive directed that the proposal be voted on by the Faculty Council through a mail-in ballot. To ensure that members were given an opportunity to ask questions and to express any concerns they had about the proposal, a special information meeting for the entire Faculty Council was held on September 8. The ballots were due by September 19. Seventy percent (70%) of those who cast ballots voted in favour of the proposal.

FINANCIAL AND/OR PLANNING IMPLICATIONS:

If the Item is recommended by this Committee and ultimately approved by the Governing Council, during the Interim Period (from January 1, 2004 to April 30, 2006 (assuming Governing Council approval by the end of 2003)), there will be no change to UTS’ current

financial relationship with the University. The financial implications after the Interim Period are not yet known, however, it is understood that the School will become self-sustaining following the Interim Period. The long-term affiliation agreement will be brought forward for approval by governance before the end of the Interim Period

RECOMMENDATION:

It is recommended that the Planning and Budget Committee recommend to the Academic Board for approval by the Governing Council:

THAT

1. The University of Toronto Schools be disestablished as an organizational unit of OISE/UT;
2. The University of Toronto Schools be incorporated as a separate legal entity within the University community; and
3. The University enter into an interim affiliation, services and premises agreement substantially the same as the attached.

**INTERIM AFFILIATION,
SERVICES AND
PREMISES AGREEMENT**

BETWEEN

**THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO**

AND

UNIVERSITY OF TORONTO SCHOOLS

As of January 1, 2004



TABLE OF CONTENTS

ARTICLE 1 - General.....	2
ARTICLE 2 - Direct Financial Support from OISE/UT	3
ARTICLE 3 - Financial Services	3
ARTICLE 4 - Environmental, Health and Safety Consultation Services	5
ARTICLE 5 - Human Resources.....	5
ARTICLE 6 - Premises Licence and Related Services	6
ARTICLE 7 - Access to University Libraries	8
ARTICLE 8 - Fundraising and Endowment.....	8
ARTICLE 9 - Insurance.....	9
ARTICLE 10 - Trade-marks, Official Marks, etc.....	11
ARTICLE 11 - General University Policies.....	11
ARTICLE 12 - Annual Reports to the Governing Council	11
ARTICLE 13 - Term -- Termination without Long-term Agreement.....	12
ARTICLE 14 - Negotiation of Long-term Agreement	12
ARTICLE 15 - Indemnity.....	13
ARTICLE 16 - Mediation.....	14
ARTICLE 17 - Notices	15
ARTICLE 18 - Assignment.....	16
ARTICLE 19 - Governing Law	16
ARTICLE 20 - Severability	16
ARTICLE 21 - Entire Agreement	16
ARTICLE 22 - No Deemed Waiver	17
ARTICLE 23 - Force Majeure	17
ARTICLE 24 - Public Communications.....	18

Schedules

Schedule A	–	Space Allocation at 371 Bloor Street West
Schedule B	–	UTS Trust Funds
Schedule C	–	Agreed Terms of Reference for Mediator
Schedule D	–	Insurance Policies, Confirmations and Descriptions

THIS INTERIM AGREEMENT made as of the 1st day of January, 2004

B E T W E E N:

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF
TORONTO**

(hereinafter called the "**University**")

OF THE FIRST PART

- and -

UNIVERSITY OF TORONTO SCHOOLS

(hereinafter called "**UTS**")

OF THE SECOND PART

WHEREAS UTS began operation in 1910 as a "practice school" connected with the academic education of teachers at the University;

AND WHEREAS since 1996, when the Faculty of Education and the Ontario Institute for Studies in Education merged to form OISE/UT, UTS has been operated as a unit of OISE/UT;

AND WHEREAS prior to 1994, UTS was funded by a grant from the Province of Ontario;

AND WHEREAS since 1994, UTS has been funded through student enrollment fees and substantial direct and indirect financial support provided by the University and OISE/UT;

AND WHEREAS through a multi-part consultation process with UTS stakeholders, including parents, alumni, staff, students, the University and OISE/UT, UTS has been continued as a non-profit corporation affiliated with the University but governed by its own board of directors;

AND WHEREAS pursuant to such consultation process and the approval of the Governing Council of the University of Toronto, UTS has been incorporated as a corporation without share capital under the Corporations Act of Ontario by Letters Patent dated the date hereof;

AND WHEREAS this Agreement is intended to provide a period of time that will: (i) allow the University to fully evaluate the contribution UTS has and can offer to the performance of the University's mission; (ii) allow sufficient time to fully define the post-interim period academic and administrative affiliation between UTS and the University; (iii) allow UTS time to draft and begin the implementation of a plan for the in-house transition of services currently provided to UTS by the University; and (iv) be adequate for the University and UTS to negotiate long-term renewable agreement by which both the University and UTS are enriched by a shared vision;

AND WHEREAS during the Interim Period (as defined herein) the University shall continue to provide, on the same terms and conditions, substantially the same services, support and subsidization to and of UTS that were provided prior to the date hereof.

NOW THEREFORE in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 - General

1.01 The University confirms its acceptance of the provisions of the Letters Patent and By-Laws of UTS as the bases for the internal governance of UTS, including, without limiting the generality of the foregoing, the procedures set out therein for the amendment of such documents.

1.02 The President of the University, or his or her designate, is hereby designated as the University officer who will be primarily responsible on behalf of the University for all matters relating to the relationship between the University and UTS,

and the Chair of the UTS board of directors, or his or her designate, is designated as the UTS officer who will be primarily responsible on behalf of UTS for all such matters.

1.03 This Interim Agreement governs matters between the parties concerning academic affiliation, licensing of space and provision of services that comprise the existing functional relationship between UTS and the University. This Interim Agreement, effective from January 1, 2004 until April 30, 2006 (the “**Interim Period**”) or earlier if a superseding long-term agreement is executed by the parties hereto, is intended to describe the current status of said relationship between the parties and to ensure its preservation during the Interim Period.

1.04 Nothing herein shall be construed so as to constitute the relationship between the University and UTS as a partnership, co-tenancy, joint venture, agency, or any other similar arrangement.

1.05 For greater certainty, unless a particular provision herein is explicitly stated to apply beyond the termination of this Agreement, all provisions and agreements herein shall be of no force or effect upon the termination of this Agreement.

ARTICLE 2 - Direct Financial Support from OISE/UT

2.01 During the Interim Period, OISE/UT shall continue to provide UTS with direct financial support in the amount of \$216,326 per fiscal year through the termination of the Interim Period.

ARTICLE 3 - Financial Services

3.01 The University has established new ledger accounts in its financial information system for UTS and will continue to maintain all such necessary accounts and will continue to provide UTS with access to the "Administrative Management System" system which provides detailed statements of transactions relating to such ledger accounts. The University will provide such services (i) for so long as UTS desires

during the term hereof, and (ii) in accordance with the University's standard policies for providing such services to any other University department or unit.

3.02 The University will continue to provide various financial administrative services on the same basis as before the Interim Period, including without limitation: processing of payroll forms and issuance of University cheques or direct deposits for payment of salary to staff, issuance of University cheques, drafts or wires for payment to UTS suppliers for goods and services, as requested.

3.03 The University will continue to provide petty cash to UTS from a UTS account and UTS will continue to process the petty cash reimbursements.

3.04 The University will continue to provide an imprest bank account and UTS will continue to process the imprest account reimbursements.

3.05 The University will assist UTS in the preparation of annual financial statements and will assist auditors of UTS, as requested by UTS from time to time. All costs and expenses of UTS' auditors shall be paid by UTS.

3.06 As a condition of using the University's financial system, UTS shall comply with the University's financial policies and procedures in effect and communicated in writing to UTS from time to time.

3.07 In the case of each of the services provided pursuant to this Article 3, such services shall be provided on the same basis as is customary for other University affiliates and ancillary corporations.

3.08 Each of the services provided by the University pursuant to this Article 3 (excluding clause 3.05) shall be provided at no cost to UTS.

3.09 The University will pay interest on positive cash balances in accounts held on behalf of UTS equal to the 90 day Treasury bill rate and will charge interest on negative cash balances equal to the 90 day Treasury bill rate plus 25 basis points. This rate is subject to change from time to time and upon reasonable notice to UTS.

ARTICLE 4 - Environmental, Health and Safety Consultation Services

4.01 The University will continue to provide environmental, health and safety consultation services to UTS, as requested by UTS from time to time, and on the same basis as is customary for other University academic units, affiliates and ancillary corporations.

ARTICLE 5 - Human Resources

5.01 All employees employed at UTS as of the day before the incorporation of UTS and who through continuance of collective agreement coverage or through the acceptance of an offer of employment with UTS continue in employment with UTS will be employees of UTS and not the University.

5.02 In the case of unionized employees, any collective agreements and bargaining rights will be assumed by UTS pursuant to the Ontario *Labour Relations Act* (Ontario). Thus, compensation and benefits contained in collective agreements will continue during the term of the collective agreement.

5.03 In the case of non-union employees, employment with UTS after incorporation will be on substantially similar terms and conditions of employment as enjoyed prior to UTS' incorporation.

5.04 During the Interim Period access to the University of Toronto libraries will continue for UTS employees on the same basis as is currently enjoyed.

5.05 During the Interim Period all UTS employees who were employed as of the day before the incorporation of the new UTS and who become employees of UTS will have access to the University for internal job postings, and for layoff and termination rights (such as, in the case of staff covered by the USWA agreement, the redeployment pool).

5.06 During the Interim Period UTS will work in good faith to resolve transitional issues with employees and/or their representatives.

5.07 No employee on the staff of UTS at the date of incorporation will lose employment as a direct result of the incorporation of UTS for the duration of the Interim Period.

5.08 Through the Interim Period, the University and OISE/UT will continue to offer UTS, at no additional cost, the full range of human resources and labour relations services provided prior to UTS' incorporation, including but not limited to human resources advice and administration, labour relations advice and negotiations, payroll and benefits administration, health and wellness services, occupational health services, and pension services.

5.09 UTS will continue to reimburse the University at the then current standard benefit rate for the costs of benefits provided by the University to UTS employees.

5.10 Notwithstanding clause 5.01 the University may, by agreement with any of the unions, retain the bargaining unit employees as University employees, and to arrange for the provision of the services of such employees to UTS during the Interim Period.

ARTICLE 6 - Premises Licence and Related Services

6.01 The University hereby grants a license to UTS for the Interim Period and on the terms and conditions set out below for the continued use of all space previously assigned to UTS under the most recent University space inventory (as identified on Schedule A hereof) (the "**Licensed Premises**") at 371 Bloor Street West in the City of Toronto (the "**Building**") and such common areas in the Building as are required for the efficient use of UTS' space.

6.02 OISE/UT will maintain control over space in the Building currently assigned to it and the University will maintain control (and security) over the entire

Building between 5:00 pm and 7:00 am weekdays and from 5:00 pm Fridays until 7:00 am Mondays.

6.03 Services:

- (a) The University shall maintain the Building and Licenced Premises in material compliance with all municipal, zoning, occupational, environmental, health, fire and safety laws, by-laws and regulation.
- (b) The University will continue to provide UTS, at no cost to UTS: electrical energy, air conditioning, ventilation, heat, hot and cold water, grass cutting, gardening services, pest control, window washing, janitorial services, snow removal at entrances and all normal access routes to the Building and garbage removal from the Building all as reasonably required for the operations of UTS, and in each case on the same basis as is customary for other comparable University owned and maintained buildings.
- (c) The University will continue to provide police and fire protection services for the Building and Licenced Premises on the same basis as is customary for other comparable University owned and maintained buildings.
- (d) The University will repair and maintain the Licenced Premises in accordance with its current practices and on the same basis as is customary for other comparable University owned and maintained buildings.
- (e) The University's security staff and staff of the University's Facilities and Services Department shall continue to have access to the Licenced Premises at all times for the purpose of inspecting their condition.
- (f) Employees shall continue to have access to University parking on the same terms and at the same rates as those charged to unsubsidized members of the University.

6.04 If a long-term agreement is not executed by the parties hereto prior to or upon the termination of this Interim Agreement, the licence granted herein shall be extended to no later than August 31, 2008 upon the same terms and conditions set out in this Article 6, with the additional condition that UTS pay the University monthly rent, in arrears, in the amount of \$75,000 with the first payment due by May 1, 2006.

ARTICLE 7 - Access to University Libraries

7.01 During the Interim Period, employees and students of UTS shall continue to be entitled to free access to and use of all University libraries on all University campuses pursuant to the same rules and rates and otherwise on the same basis as such access and use is available to staff and students of academic units of the University. UTS employees and students shall be responsible for any normal charges or fines for borrowings that are overdue, lost, damaged, etc.

ARTICLE 8 - Fundraising and Endowment

8.01 The Division of University Advancement will continue to process gifts it receives for UTS, including the provision of tax receipts therefor.

8.02 The University of Toronto Asset Management Corporation will continue to manage UTS Trust Funds (to be identified on Schedule B hereto and designated as either endowed or expendable trust funds) on the same basis as is customary for other University affiliates and ancillary corporations.

8.03 UTS will continue to participate in the University's prospect clearance process.

8.04 UTS may elect to process and manage gifts at its own expense, in which case UTS shall report on funds raised monthly to the Division of University Advancement.

ARTICLE 9 - Insurance

9.01 The University has arranged for UTS, at no cost to UTS, to continue to be covered by the University's insurance policies underwritten by the Canadian Universities Reciprocal Insurance Exchange ("CURIE") on the same terms and conditions as are currently in place for all academic and non-academic divisions of the University, as follows:

- (a) "all risks" of direct physical loss or damage to the buildings, equipment and other physical assets owned by, or licensed by the University to, UTS, on a repair/replacement cost basis, subject to normal insurance policy terms and exclusions and with a current deductible amount to the University of \$250,000 and to UTS as the University may determine from time to time. During the Interim Period, the deductible to UTS shall be \$2,500 per loss and the University, and shall be treated as is customary for other University academic units, affiliates and ancillary corporations;
- (b) comprehensive general liability coverage against bodily injury, personal injury and property damage to third parties in respect of the operations of UTS, with a limit of not less than \$10,000,000 per occurrence, or if that limit is not reasonably obtainable, such lesser limit as may be agreed upon;
- (c) errors and omissions liability coverage for persons who are acting in the capacity of directors or officers of UTS against liability incurred in such capacities except where the liability relates to the person's failure to act honestly and in good faith with a view to the best interests of UTS; and
- (d) such other insurance coverages as the University UTS may agree upon from time to time (such as business interruption, boiler & machinery, transit, fine art, crime/fidelity).

9.02 The University will use its reasonable best efforts to arrange that UTS will, at no cost to UTS, continue to be covered under all non-CURIE insurance policies placed by the University for the benefit of its academic and non-academic divisions. Current applicable insurance policies, including letters of confirmation of coverage of UTS and its officers and directors, and descriptions of coverage, are listed in Schedule D hereof.

9.03 UTS will comply with all University insurance policies and procedures relating in any way to insurance coverage that apply to all academic units and ancillary corporations of the University and identified in Schedule D hereof, copies of which have been provided to UTS.

9.04 The University will also, until otherwise agreed, use its reasonable best efforts to maintain and continue insurance referred to in clauses 9.01 and 9.02 for the account of UTS against loss or damage as aforesaid and substantially as insured against by the University immediately prior to the date hereof, and as such policies may be varied from time to time in the normal course of the University's operations. Notwithstanding any of the foregoing, all such insurance shall be upon and subject to the terms and conditions of CURIE policies, as amended from time to time, so long as the University is a member thereof and participant therein, and of other applicable policies. When and if requested, UTS will submit a list of insurable values to the University's Insurance and Risk Department and will provide all such other information from time to time as the University may request for the purpose of obtaining and maintaining such coverage. The University will provide evidence of such coverage to UTS upon its written request to the University's Insurance and Risk Manager.

9.05 UTS is and shall remain a named insured under the University's insurance policies.

9.06 If any coverage previously provided by or through the University is terminated, UTS will be responsible for securing all necessary coverage, including comprehensive general liability and errors and omissions liability.

9.07 The University shall maintain insurance coverage in respect of the Building and Licensed Premises (as described in Article 6 hereof) on the same basis as the same were insured immediately prior to the commencement of the Interim Period. Such coverage include those listed in clause 9.01 and in Schedule D hereof.

ARTICLE 10 - Trade-marks, Official Marks, etc.

10.01 UTS acknowledges the proprietary interest of the University in all names, official marks, trademarks, crests or logos owned by the University, including the name "University of Toronto Schools" and "UTS", and shall not use any University name, official mark, trade-mark, crest and logo without the express prior written consent of the University.

10.02 The University hereby grants a royalty-free license to UTS to continue to use the name "University of Toronto Schools" and "UTS" and any marks previously used in connection with the UTS unit of OISE/UT. Such license shall be valid for so long as this Interim Agreement is in force. Said licence shall expire at the termination or expiry of this Interim Agreement.

ARTICLE 11 - General University Policies

11.01 UTS will comply with all applicable University policies and procedures that apply to all academic and non-academic divisions of the University. To the extent that such policies and procedures are not reasonably applicable to UTS, the University shall modify or waive their application as to UTS.

ARTICLE 12 - Annual Reports to the Governing Council

12.01 UTS shall prepare and deliver to the Governing Council no later than 90 days following the end of each of UTS' fiscal years financial reports including: (1) the audited Statement of Operations Income and Expense operating results statement for

most recently completed fiscal year and (2) the budget/forecast for the current and first succeeding fiscal years.

ARTICLE 13 - Term -- Termination without Long-term Agreement

13.01 The term of this Interim Agreement shall commence on January 1, 2004 and shall end upon the earlier of midnight on April 30, 2006 and the execution of a superseding long-term agreement.

13.02 If this Agreement terminates prior to the execution of a long-term agreement between the parties hereto, UTS shall reimburse the University for the actual cost of all services provided after April 30, 2006 and shall pay rent pursuant to clause 6.04 hereof.

13.03 If this Agreement is not replaced or is not followed by a long-term affiliation agreement with UTS, the University shall ensure that then current students of UTS are not placed at an academic or financial disadvantage due to said lack of a long-term affiliation agreement, and to the extent, in such circumstances, students are placed at any such notice of non-renewal does place students at such a disadvantage, the University will be responsible for remediating such disadvantage..

ARTICLE 14 - Negotiation of Long-term Agreement

14.01 The intent of each party hereto is to use the Interim Period to negotiate and enter into a long-term renewable agreement respecting the academic and administrative affiliation between them.

14.02 During the Interim Period, each party hereto shall: (i) fully evaluate the contribution UTS has and can offer to the performance of the University's mission; (ii) negotiate and fully define the post-Interim Period academic and administrative affiliation between them; (iii) draft a plan for the in-house transition of services (or the cost of such services) then provided by the University to UTS; and (iv) negotiate a long-term

renewable agreement by which both the University and UTS are enriched by a shared vision.

14.03 Principle of Funding after the Interim Period: After the Interim Period, UTS shall become self-funding, relying on revenue it generates (including fees or grants it may receive from the University in consideration of UTS' contribution to the University's mission). The direct and indirect financial support provided by the University after the Interim Period will be based solely upon the value UTS provides to the University. Such value will be the subject of negotiation during the Interim Period.

14.04 The University shall agree in any renewable long-term agreement entered into with UTS that it shall not give a notice of non-renewal of the long-term agreement if it would place then current students of UTS at an academic or financial disadvantage and to the extent any such notice of non-renewal does place students at such a disadvantage, the University will be responsible for remediating such disadvantage.

14.05 Representatives of the University and UTS shall meet no less than every three months during the Interim Period to discuss the progress of UTS' transition as an ancillary corporation and for the purposes of negotiating the terms of the long-term agreement.

14.06 Notwithstanding any other provision of this Agreement, all of its provisions are without prejudice to a full negotiation of all terms of any long-term agreement between UTS and the University.

ARTICLE 15 - Indemnity

15.01 For all claims alleged to have arisen prior to the date hereof, the University will indemnify and save harmless UTS, its directors, officers, employees and agents of and from any and all suits and other claims, liabilities, losses, costs or expenses, including reasonable legal fees, that may arise by reason of the operations or activities of UTS or of the University in respect of UTS, or any other act, neglect or omission of

the University or UTS, their respective governors, directors, officers, employees, agents or other persons engaged or retained by them for whose acts or omissions they are in law responsible.

15.02 For all claims alleged to have arisen after the date hereof, the University will indemnify and save harmless UTS, its directors, officers, employees and agents of and from any and all suits and other claims, liabilities, losses, costs or expenses, including reasonable legal fees, that may arise by reason of the operations or activities of the University in respect of UTS, or any other act, neglect or omission of the University, its governors, officers, employees, agents or other persons engaged or retained by them for whose acts or omissions they are in law responsible.

ARTICLE 16 - Mediation

16.01 In the case of any dispute between the University and UTS as to the interpretation of this Interim Agreement or any matter arising hereunder, either party hereto shall be entitled to give to the other party notice of such dispute and request mediation thereof, and, after the giving of such notice and request, the parties shall choose a mediator who is independent of the parties and has, where necessary, expertise relating to the dispute under consideration, and shall in good faith seek the advice of such mediator to resolve such dispute. The selection of such mediator shall be agreed upon by UTS and the University. If the parties cannot reach agreement on the mediator to be selected to mediate the dispute within ten business days, being a day other than a Saturday or Sunday or statutory holiday in the City of Toronto (a "**Business Day**"), of the date notice of such dispute is given by one party to the other, then the parties will apply to a judge of the Superior Court of Justice (Ontario) to appoint such mediator from a list of four candidates suggested by the parties, two of whom will be suggested by the University and two of whom will be suggested by UTS. The parties agree to co-operate and participate in good faith in consultations with such mediator and to attempt to resolve the conflict on the basis of the advice given by the mediator. The terms of reference for the mediator shall be as set out in Schedule C hereto. If within 10 Business Days of the appointment of the mediator the parties cannot reach

agreement on the appropriate resolution of such dispute, then either may apply to a court of competent jurisdiction in Ontario for a determination of the issue.

16.02 The mediation provisions of this Article 16 shall not prejudice either party's right to request that the other party agree to submit a dispute to arbitration pursuant to the *Arbitration Act* (Ontario).

ARTICLE 17 - Notices

17.01 Any notice, request, demand, consent, advice, approval or other communication provided for or permitted hereunder shall be in writing and may be given by personal delivery, or may be sent by registered mail, postage prepaid, addressed to the party for which it is intended at its address as follows:

The University: University of Toronto
 Simcoe Hall
 27 King's College Circle
 Toronto, Ontario
 M5S 1A1

Attention: President

UTS: University of Toronto Schools
 371 Bloor Street West
 Toronto, Ontario
 M5S 2R8

Attention: Chair, Board of Directors

provided, however, that any party may change its address for purposes of receipt of any such communication to another address in Canada by giving ten (10) days' prior written notice of such change to the other party in the manner above prescribed. Any notice sent by registered mail as aforesaid shall be deemed to have been given on the fifth business day next following the mailing thereof. Any notice delivered as aforesaid shall be deemed to have been received on the day of delivery if a Business Day, or if not, on the first Business Day following the day of delivery. In the event of an actual or threatened disruption in postal service, notice shall be delivered.

ARTICLE 18 - Assignment

18.01 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto. Neither party shall assign any of its rights or obligations hereunder without the express prior written consent of the other party.

ARTICLE 19 - Governing Law

19.01 This Agreement and all performance hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 20 - Severability

20.01 Wherever possible, each provision of this Interim Agreement shall be interpreted in such manner as to be effective and valid pursuant to applicable laws and if any provision of this Interim Agreement shall be prohibited by or held invalid pursuant to applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Interim Agreement.

ARTICLE 21 - Entire Agreement

21.01 This Agreement, together with all Schedules, contains the entire agreement of the parties, and there are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties hereto with respect to the subject matter hereof other than those set forth herein and duly executed in writing. Except as otherwise expressly provided herein, no modification of this Interim Agreement or supplementary agreement of any kind shall be binding upon

either party unless and until the same has been made in writing and duly executed by both parties.

ARTICLE 22 - No Deemed Waiver

22.01 No delay, omission, or forbearance on the part of a party herein to exercise any right, option, duty or power arising out of any breach or default by the other party of any of the terms, provisions, or covenants contained herein, shall constitute a waiver by the non-defaulting party to enforce any such right, option, duty or power as against the defaulting party or as to a subsequent breach or default of the defaulting party.

ARTICLE 23 - Force Majeure

23.01 A party shall not be liable for failure to perform any of its obligations under this Interim Agreement if it proves that the failure is due to an impediment beyond its control and it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the Agreement or to have avoided or overcome the impediment or its consequences. The suspension of the obligations provided by this Article has effect only for the period during which the impediment exists.

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ARTICLE 24 - Public Communications

24.01 The parties agree to co-operate in publishing and promoting the relationship between them. It is the intention of the parties hereto that each party will credit the other in public communications where appropriate, and therefore neither party will issue a press release concerning publishing and promoting the relationship between them without the consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Interim Agreement as of the date first mentioned above.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

Per: _____

c/s

Per: _____

UNIVERSITY OF TORONTO SCHOOLS

Per: _____

c/s

Per: _____

SCHEDULE A

SPACE ALLOCATION AT 371 BLOOR STREET WEST & “ROBERT’S FIELD”

Room #	Flr	%Time	%Space	Room Use Description	Stns	Square Metres
1	B01	100	100	Lunch Room	150	208.37
1 B	B01	100	100	Student Council Room	0	19.20
1 C	B01	100	100	Student Council Room	0	11.18
2 A	B01	100	100	Storage	0	3.22
3	B01	100	100	Classroom - Fitness	26	100.63
3 B	B01	100	100	Storage	0	4.66
4	B01	100	100	Athletic Team Locker/Dres	0	71.47
4 B	B01	100	100	Athletic Multi Shower	6	22.14
4 C	B01	100	100	Athletic Storage	0	2.34
5	B01	100	100	Swimming Pool	0	250.00
8	B01	100	100	Office Storage	0	12.50
8 A	B01	100	100	Athletic Multi Shower	0	22.33
11	B01	100	100	Athletic Team Locker/Dres	0	43.57
11 A	B01	100	100	Athletic Toilet Facilities	2	7.44
11 B	B01	100	100	Athletic Team Locker/Dres	0	27.50
12	B01	100	100	Athletic Equipment Storang	0	20.88
12 A	B01	100	100	Staff Shower	1	5.67
12 B	B01	100	100	Athletic Equipment Storang	0	12.20
18	B01	100	100	UTS Trophies & Fac Storage	0	3.53
20	B01	100	100	Faculty Office Multi	3	62.59
21	B01	100	100	Senior Common Room	0	46.95
22 C	B01	100	100	Classroom - Flat Floor	45	87.84
26	B01	100	100	Computer Lab	0	25.41
26 A	B01	100	100	Faculty Office Single	1	9.90
100	1	100	100	Classroom - Flat Floor	26	59.04
101	1	100	100	Classroom - Flat Floor	26	58.62
101 A	1	100	100	Classroom Storage	0	2.16
102	1	100	100	Classroom - Flat Floor	26	59.04
102 A	1	100	100	Professional Off Multi	2	10.82
103	1	100	100	Art Studio	0	85.86
103 A	1	100	100	Darkroom	1	9.81
104	1	100	100	Classroom - Flat Floor	26	59.04
104 A	1	100	100	Professional Off Multi	2	10.82
105	1	100	100	Gymnasium	0	265.65
105 A	1	100	100	Professional Off Multi	2	12.00
106	1	100	100	Office Storage	0	35.90
107	1	100	100	Clinical Examination Etc	2	14.07
107 A	1	100	100	Seminar Room	16	25.38
108	1	100	100	Faculty Office Multi	4	28.00
108 A	1	100	100	Professional Off Single	1	11.47
108 B	1	100	100	Faculty Office Single	1	2.88
109	1	100	100	Classroom - Flat Floor	26	58.32

Room	#	Flr	%Time	%Space	Room Use Description	Stns	Square Metres
110		1	100	100	Student Services	3	48.55
110	A	1	100	100	Professional Off Single	1	9.90
110	B	1	100	100	Professional Off Single	1	9.90
112		1	100	100	Seminar Room	16	27.07
113		1	100	100	Principal's Office	1	27.16
114		1	100	100	Auditorium	448	407.46
114	A	1	100	100	Office Storage	0	1.82
115		1	100	100	Stage and Equipment	0	56.87
115	A	1	100	100	Assembly Fac Storage	0	21.75
115	B	1	100	100	Assembly Fac Storage	0	27.14
116		1	100	100	Faculty Office Multi	2	36.00
118		1	100	100	Reception/Waiting	0	22.77
118	A	1	100	100	General Clerical Office Multi	2	15.37
118	B	1	100	100	Professional Off Single	1	13.34
118	C	1	100	100	Office Storage	0	5.04
119		1	100	100	Development & Alumni Affairs Office	1	21.46
119	A	1	100	100	Supp Admin Office (Dev't & Alumni)	1	13.69
119	B	1	100	100	Supp Admin Office (Dev't & Alumni)	1	9.25
120		1	100	100	Photocopy/Mail/Office Supplies	0	9.60
120	A	1	100	100	Faculty Office Single	1	18.80
121		1	100	100	Gen Clerical Off Multi	2	28.65
121	A	1	100	100	Faculty Office Single	1	19.74
123	A	1	100	100	Supp Admin Office Single	1	22.08
200		2	100	100	Classroom - Flat Floor	26	60.59
201		2	100	100	Classroom - Flat Floor	26	59.86
201	A	2	100	100	Office Storage/Photocopy	1	12.16
201	B	2	100	100	Classroom Storage	0	2.00
202		2	100	100	Professional Off Multi	2	11.10
203		2	100	100	Classroom - Flat Floor	26	59.13
204		2	100	100	Staff Room	0	128.40
205		2	100	100	Professional Off Multi	2	11.10
206		2	100	100	Classroom - Flat Floor	26	59.13
209		2	100	100	Professional Off Multi	4	26.76
209	B	2	100	100	Office Storage	0	1.35
210		2	100	100	Classroom - Flat Floor	26	64.24
211		2	100	100	Classroom - Flat Floor	26	56.67
212		2	100	100	Professional Off Multi	2	10.80
213		2	100	32	Library Collection	0	85.44
213		2	100	41	General Table Seating	41	109.47
213		2	100	27	Circ Counter/Charge Desk	0	72.09
213	K	2	100	10	Display Area	0	9.98
217		2	100	100	Assembly-Balcony	182	127.98
217	A	2	100	100	Lighting/Projection	2	5.04
217	B	2	100	100	Closet	0	2.80
218		2	100	100	Assembly Fac Storage	0	27.14
219		2	100	100	Professional Off Single	1	27.14
221		2	100	100	Faculty Office Multi	2	25.43

Room	#	Flr	%Time	%Space	Room Use Description	Stns	Square Metres
223		2	100	100	Support Staff Office	1	13.02
223	A	2	100	100	Student Computer Room	0	8.99
223	B	2	100	100	Faculty Office Single	1	13.02
223	C	2	100	100	Support Staff Office	1	8.99
229		2	100	100	Faculty Office Single	1	14.65
229	A	2	50	100	Music Stor & Sound Studio	0	9.29
301		3	100	100	Classroom - Flat Floor	24	56.31
301	A	3	100	100	Faculty Office Single	1	21.24
301	B	3	100	100	Faculty Office Single	1	17.96
302		3	100	100	Faculty Office Single	1	14.42
304		3	100	100	Classroom - General	20	50.50
306		3	100	100	Faculty Office Single	1	10.67
306	A	3	100	100	Faculty Office Single	1	7.84
306	B	3	100	100	Faculty Office Single	1	12.50
306	V	3	100	100	Gen Clerical Off Single	1	15.80
307		3	100	100	Classroom - Flat Floor	26	59.55
308		3	100	100	Faculty Office Single	1	21.08
310		3	100	100	Science Lab	0	118.04
310	B	3	100	100	Lab Storage	0	14.85
311		3	100	100	Wet Lab	26	85.88
312		3	100	100	Wet Lab	26	71.87
313		3	100	100	Computer Lab - Tiered Floor	16	56.98
313	A	3	100	100	Lab Prep	0	11.00
313	B	3	100	100	Classroom Storage	0	2.86
315		3	100	100	Professional Off Multi	2	12.74
316		3	100	100	Faculty Office Single	1	6.21
317		3	100	100	Wet Lab	26	78.32
317	A	3	100	100	Lab Storage and Supply	0	4.50
317	B	3	100	100	Lab Storage and Supply	1	18.75
318		3	100	100	Faculty Office Multi	2	7.83
325		3	100	100	Records Storage	0	12.16
326		3	100	100	Classroom - Flat Floor	26	64.24
327		3	100	100	Classroom - Flat Floor	26	56.94
					Total sq. meters at 371 Boor:		4868.91
100		1	100	100	Athletic Dressing Room	40	82.86
101		1	100	100	Athletic Toilet Facilitie	7	13.62
102		1	100	100	Athletic Multi Shower	4	11.07
103		1	100	100	Athletic Equipment Storang	0	7.20
105		1	100	100	Athletic Dressing Room	15	31.74
105	A	1	100	100	Athletic Toilet Facilitie	2	2.40
106		1	100	100	Athletic Dressing Room	15	31.84
106	A	1	100	100	Athletic Toilet Facilitie	2	2.70
107		1	100	100	Athletic Equipment Storang	0	17.36
					Total at Roberts Field		200.79

SCHEDULE B
UTS TRUST FUNDS

SCHEDULE C

AGREED TERMS OF REFERENCE FOR MEDIATOR

1. The mediation proceedings and any statements or admissions made by any of the parties during the course thereof will be entirely without prejudice to the rights and obligations of the parties.
2. The task of the mediator and the objective of the mediation will be to seek agreement between the parties on an appropriate resolution of the dispute of which notice has been given.
3. No report will be made or record kept by the mediator and he or she will have no decision-making power.
4. All statements or admissions made in the process of mediation shall be held by the parties and the mediator in confidence during such process unless both parties agree otherwise. In addition, during such process, neither party will make any public statement or announcement of the fact that the parties are in mediation or discuss the mediation with government officials or outside parties.
5. The mediator will determine his or her own procedures and will proceed by way of separate, private meetings with each side, and it will be at such mediator's discretion whether to call a meeting or meetings at which both sides will be present with him or her.
6. The parties will be entitled to legal counsel at the meetings.
7. Mediation will commence at the earliest convenience and will continue expeditiously until a resolution is reached, or the mediator declares that the mediation has been unsuccessful, or the expiration of ten business days from the date notice of the dispute was given by one party to the other, whichever is the earlier.
8. Each party will bear its own costs of the mediation proceedings and one-half of the fees and expenses of the mediator.

Schedule D

Insurance Policies, Confirmations and Descriptions

In Combination with General University of Toronto Polices:

- i) Blanket Property Policy - Covers “all risks” of physical loss or damage to all buildings and contents on a repair/replacement cost basis with \$650 million limit per loss. This policy is through CURIE and has \$250,000 deductible.
- ii) Comprehensive General and Excess Liability Policies - Through a combination of contracts, wherein CURIE provides the primary coverage layer, we maintain \$25 million per occurrence limit of loss against legal liability arising from our operations that results in bodily injury, personal injury or property damage to third parties. The deductible is \$5,000 per occurrence for indemnity only.
- iii) Errors and Omissions Liability - Through a combination of contracts wherein CURIE has the primary layer, we maintain \$13 million per occurrence limit of loss against Wrongful Acts liability. In the corporate sector, this coverage is referred as Directors and Officers liability and is designed to respond to claims alleging that an appropriate professional standard of care was not met or that an act was somehow tainted (misstatement, misfeasance or misconduct). There is no deductible on this policy.
- iv) Boiler & Machinery Policy - Provides comprehensive machinery breakdown coverage on boilers, pressure vessels, electrical and mechanical equipment (motors, transformers, switchgear, air conditioning units, etc.) on repair/replacement basis with \$50 million limit of loss through a policy purchased from commercial insurers. The deductible is \$5,000 per occurrence for all insured objects except air conditioning systems, compressors or motors over 100hp which are subject to \$15,000 per loss deductible.
- v) Personal Professional Property Policy - This provides “all risks” of physical loss or damage to property owned by faculty or staff members and used in connection with their professional activities. Coverage is subject to \$40,000 limit per person and \$250 deductible with \$3,000,000 aggregate limit of loss.
- vi) Crime/Fidelity Policies - Through a layered program of commercial contracts, we have a total of \$10 million limit of loss against theft of money or securities and fiduciary liability of employees. The deductible is \$5,000 per loss.