



UNIVERSITY OF TORONTO

University of Toronto
Governing Council

Federation Framework Agreement

July 1, 2008

To request an official copy of this policy, contact:

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The Framework Agreements between the Federated Universities and the University of Toronto

On June 23, 2008 the Governing Council of the University of Toronto approved a template for the Federation Framework Agreement with the Federated Universities – the University of St. Michael's College, the University of Trinity College, and Victoria University – that would be effective July 1, 2008.

That template is available on the website below:

<http://www.governingcouncil.utoronto.ca/AssetFactory.aspx?did=5392>

The individual, signed agreement for each of the three Federated Universities are included.

[The Statement on the Roles of the Constituent and Federated Colleges](#), which was also presented to the Governing Council for information along with the template, is available from the Governing Council Policies website:

<http://www.governingcouncil.utoronto.ca/policies.htm>

This Federation Framework Agreement made in duplicate
as of 1 July 2008

between

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("University of Toronto")
of the first part

and

THE COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE
("University of St. Michael's College")
of the second part

Preamble

1. The purpose of this Federation Framework Agreement is to set out the mutual understandings, commitments and responsibilities of the members of the federation, the University of Toronto and the University of St. Michael's College.
2. The relationships between the Colleges, the Departments, and the Faculty of Arts and Science were set out in the April 1974 Memorandum of Understanding, which redefined the academic role of the Colleges in the light of rationalized and shared resources among the parties. Nine years later these relationships were reviewed and restated in the recommendations of the Presidential Working Group on the Academic Role of the Colleges on the St. George Campus (known as the "Dalzell Report") in 1983. The principles underlying these recommendations were enshrined in the Memorandum of Agreement Regarding the Institutional Relationships of the University of Toronto and the Federated Universities in the Faculty of Arts and Science, dated June 30, 1983 and renewed on June 21, 1990. In 1998 the Agreement was renewed in order to continue this relationship and its underlying principles, and the 1998 Agreement extended their scope to include similar relationships with other Faculties and Schools of the University of Toronto.
3. This Federation Framework Agreement addresses the nature and role of the federated universities and the University of Toronto. A separate statement, which the parties have agreed to, sets out the roles of the Colleges, both federated and constituent.
4. This Federation Framework Agreement with the Statement on the Roles of the Federated and Constituent Colleges supersede the 1998 Memorandum of Agreement referred to in 2 above with regards to the University of St. Michael's College.

1. The Basis of Federation

1.1. The University of St. Michael's College entered into federation with the University of Toronto in 1910. The University of St. Michael's College is governed by its own Act, granting it the powers of an independent university in the Province of Ontario. By the articles of federation, the University of St. Michael's College has suspended its power of conferring degrees except in theology (The University of Toronto Act 1971 amended 1978, article 11.1). This is reflected in the [University of St. Michael's College Act, 2005](#)).

1.2. With respect to degrees in theology, the University of Toronto has entered into an agreement with the University of St. Michael's College as a member of the Toronto School of Theology for the purpose of enabling the University of Toronto to participate in the direction of theological education programs ([University of Toronto Act 1978](#) sec 2a), and in order to award conjoint degrees in theology. Faculty members and students in the Toronto School of Theology are not, by virtue of their appointment or registration, respectively, faculty members or students of the University of Toronto. Arrangements for cooperation and sharing of resources and mutual registration of students are governed by a Memorandum of Agreement, which is agreed upon from time to time by the University of Toronto, the Toronto School of Theology, the University of St. Michael's College, and all the member institutions of the Toronto School of Theology.

2. The Purpose of Federation

- 2.1 In coming together in federation, the University of St. Michael's College and the University of Toronto share common elements of their academic missions for their students. The University of St. Michael's College and the University of Toronto bring their resources to academic programs and collegial life in a collaborative enterprise, whereby
- a. the students of the University of St. Michael's College, and other University of Toronto students associated with the programs or collegial life of the University of St. Michael's College, have a distinct educational experience in such areas as academic courses and programs, student advising and academic services, and, for University of St. Michael's College students, student life services and facilities, residence, and financial support;
 - b. faculty members associated with the University of St. Michael's College enjoy the benefits of collegial life;
 - c. the resources for the academic enterprise of the University of Toronto and the University of St. Michael's College are enlarged;
 - d. the alumni relations and support for the University of St. Michael's College and the University of Toronto are strengthened.
 - e. the University of St. Michael's College benefits through the federation with the University of Toronto and its federated and affiliated institutions on account of the enhanced reputation of the collective enterprise, and the ability of all of these institutions to work together to generate support.
 - f. each member of the federation recognizes that the other has distinctive elements in its mission that may not be shared.

3. The Premises of Federation

Federation between the University of Toronto and the University of St. Michael's College is premised upon the powers and authority of the University of St. Michael's College which operates under its own statutory authority (the University of St. Michael's College Act, 2005) and the powers and authority of the University of Toronto which operates under the University of Toronto Act. During the period of federation, the University of St. Michael's College has agreed to place certain aspects of its authority in abeyance but does not permanently relinquish such authority.

4. The Responsibilities and Commitments of Federation

Given the fundamental purpose of the federation of the University of St. Michael's College with the University of Toronto, the University of St. Michael's College commits itself to co-operate and collaborate with the University of Toronto in activities leading to the award of degrees or conjoint degrees. The University of Toronto commits itself to a collaborative relationship which respects the continuing powers and authority of the University of St. Michael's College. Some forms of co-operation are a consequence of the suspension of the degree-granting authority of the University of St. Michael's College except for theology degrees; others are embraced voluntarily for the sake of harmonious and consistent relations, especially in the delivery of academic programs, and in the experience of faculty and students.

Specifically, the parties agree as follows:

- 4.1 In matters of governance, the University of St. Michael's College shall exercise its powers in accordance with its mission, which shall include serving the greater good of the federation. The parties will collaborate as appropriate in governance and administration while each respects the powers and authority of the other. The desire and aim of both parties is to advance commonly held and jointly understood elements of their missions and they commit to establishing appropriate channels to facilitate this aim.
- 4.2 In its recruitment and registration of students, the University of St. Michael's College will work collaboratively with the divisions and faculties of the University of Toronto to establish and achieve agreed-upon goals. The University of Toronto acknowledges that the University of St. Michael's College may have distinctive requirements for registration that must include the academic qualifications prescribed by the University of Toronto, and the right to recruit students in accordance with those requirements.
- 4.3 The University of St. Michael's College will establish and administer its scholarships and bursaries in accordance with its own policies. In establishing these policies, the University of St. Michael's College will be cognizant of University of Toronto policies with respect to scholarships and bursaries. The University of Toronto will encourage University of Toronto divisions to enter into arrangements with the University of St. Michael's College to enhance awards.
- 4.4 The University of St. Michael's College has adopted the University of Toronto Sexual Harassment Policy, the Code of Behaviour on Academic Matters, and the [Code of Student Conduct](#). The University of St. Michael's College shall notify

- the University of Toronto whenever it invokes the Code of Behaviour on Academic Matters or the Code of Student Conduct or regarding a University of Toronto student. In establishing its residence code and other student-related policies, the University of St. Michael's College will be cognizant of University of Toronto codes, policies and practices and agrees to the principle of consistency amongst them as amended from time to time. The parties agree to assist each other in the exercise of those responsibilities for discipline as they carry out actions under the appropriate codes.
- 4.5 The University of St. Michael's College has, as a matter of convenience for all parties, agreed to the collection of tuition fees by the University of Toronto. The University of Toronto recognizes the authority of the University of St. Michael's College to collect fees from its students under its own policies and procedures. The University of St. Michael's College and the University of Toronto acknowledge each institution's policies and procedures related to non-tuition fees and acknowledge that such fees may also be governed by policies external to the institutions, such as those set by the Government of Ontario.
- 4.6 The University of St. Michael's College acknowledges that courses and programs of study for University of Toronto degrees must be approved by the University of Toronto; the University of Toronto acknowledges that a proportion of places in courses and programs of study sponsored by the University of St. Michael's College may be offered in the first instance to the students of the University of St. Michael's College. The balance of places in the courses and programs of study is available to University of Toronto students regardless of a student's College or Faculty affiliation. Any courses and programs of study to be so designated will be identified as such prior to submission for approval at the University of Toronto. The appropriate proportion to be set aside in such a manner will be determined by the Dean of the relevant Faculty and the Principal of St. Michael's College.
- 4.7 The University of St. Michael's College and the University of Toronto acknowledge that their graduates are alumni of both members of the federation, and agree to work co-operatively in their relationships with their graduates for the common good.
- 4.8 The University of St. Michael's College and the University of Toronto shall coordinate their fundraising activities through collaboratively established procedures.
- 4.9 For all faculty hired by the University of St. Michael's College who teach in University of Toronto programs, the University of St. Michael's College agrees to respect and abide by policies on appointment, tenure and promotion which shall be identical in all relevant respects to the policies of the University of Toronto. The Dean (or delegate) of the appropriate Faculty shall participate in the appointment, tenure or promotion of any full-time faculty member employed by the University of St. Michael's College. This process applies only to University of St. Michael's College faculty members who are employed by that institution with funds from that institution.
- 4.10 The University of St. Michael's College agrees to include the Vice-President and Provost of the University of Toronto (or delegate) in the search process for the position of Principal. The University of St. Michael's College agrees that it will conduct a review of the Principal's office each time before it is filled or renewed, will include the Vice-President and Provost (or delegate) on the review committee, and will share the report with the University of Toronto Vice-President and Provost. The review report will be presented to University of

- Toronto governance following its policies for academic reviews and the appointment of the Principal of St. Michael's College will be reported to the Academic Board. The University of Toronto and the University of St. Michael's College agree to consult on senior administrative appointments that are mutually relevant.
- 4.11 The University of Toronto recognizes that the very nature of the collegiate life of the University of St. Michael's College depends upon a committed fellowship that can relate to the students of the University of St. Michael's College as well as participate in the administrative work of the College. The University of St. Michael's College agrees to consult with the relevant department chair, or Dean of the appropriate Faculty, if the individual is a member of a single-departmental Faculty, in the appointment of a College Fellow. The University of St. Michael's College may offer an office to a Fellow provided that it is consistent with University of Toronto policy for that Fellow to have a College office. Before offering of a College fellowship with office space to any University of Toronto faculty member, the University of St. Michael's College agrees to consult with the Dean of the appropriate Faculty early in the process so that the interests of the Department or Faculty may be appropriately considered.
- 4.12 In order to further collegial collaboration, each of the University of St. Michael's College and the Vice-President and Provost of the University of Toronto will confer with the other in the development of plans and policies for offices and College fellowship.

Other Commitments

- 4.13 The University of Toronto acknowledges that the University of St. Michael's College owns and manages its properties independently, and is accountable to its Board for its space and physical facilities. The University of Toronto and the University of St. Michael's College will enter into an Operating Agreement for the use of space and facilities, including classrooms, offices, student and related space.
- 4.14 In fulfilling the purpose of federation, the University of St. Michael's College and the University of Toronto commit to providing the following services to University of Toronto students registered at the University of St. Michael's College.
- a. registrarial and advising services
 - b. student life services
 - c. academic skills services
 - d. general and specialized library collections and services

- In addition, the parties agree that the University of St. Michael's College will provide faculty support and administrative services as negotiated from time to time with the University of Toronto.
- 4.15 The University of Toronto and the University of St. Michael's College agree to negotiate an Operating Agreement that provides for appropriate financial support for the contributions outlined in 4.13 and 4.14 and identifies an accountability framework for such contributions. Both parties recognize the desirability of an Operating Agreement for significant periods of time to facilitate planning. While

what constitutes appropriateness will be a matter of negotiation, the parties agree that the fundamental principles include:

- a. fairness
 - b. equity
 - c. stability
 - d. predictability
- 4.16 The University of St. Michael's College acknowledges that the University of Toronto is not obliged to fund services beyond the expected standards of the University of Toronto, or activities that do not advance the purposes of federation. The University of Toronto may agree to fund particular ventures that will improve standards across the federation.
- 4.17 The University of Toronto and the University of St. Michael's College recognize that much of the administrative work of each institution in alumni affairs and advancement, government relations, academic administration, financial services, human resources and labour relations, may be placed in the service of the other's faculty, students and programs. The University of Toronto and the University of St. Michael's College agree to co-operate so that policies and practices in these areas operate efficiently in relation to the parties' goals.
- 4.18 Funding for academic programs will continue to flow through the appropriate division or faculty of the University of Toronto.
- 4.19 The federation is best served by open communication and transparency.

5. Implementation of this Agreement

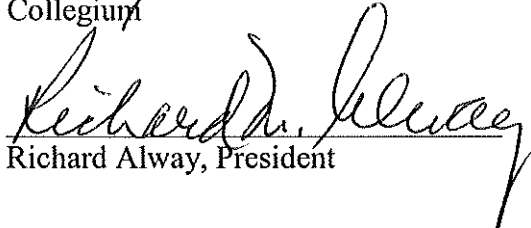
- 5.1 In public communications including letterhead, electronic and print materials, the University of St. Michael's College will acknowledge its federated relationship with the University of Toronto. For its part, the University of Toronto commits to recognizing the distinctive federated identity of the University of St. Michael's College in its public communications and materials, especially about the college system at the University of Toronto. The University of St. Michael's College and the University of Toronto shall co-ordinate these activities through collaboratively established procedures.
- 5.2 The parties may enter into specific agreements and contracts to implement any section of this Federation Framework Agreement.
- 5.3 Should disputes arise that are not resolved through normal channels, the Executive Head of the University of St. Michael's College and the President of the University of Toronto will jointly agree on a dispute resolution mechanism, informing the executive heads of the other federated universities as necessary or appropriate.
- 5.4 This agreement may be amended in writing at any time by mutual consent.
- 5.5 The terms and commitments of this Agreement will govern the relationships described herein between the University of Toronto and the University of St. Michael's College from 1 July 2008 for a period of ten years and the Agreement is renewed automatically unless either party serves notice of intention not to renew three years before the next renewal date.

IN WITNESS WHEREOF the parties hereto have caused their representative corporate seals to be hereunto affixed, attested by the signatures of their proper officers in that behalf, duly authorized.

**THE COLLEGIUM OF THE
UNIVERSITY OF ST. MICHAEL'S
COLLEGE**




Frank Morneau, Chairman of the
Collegium

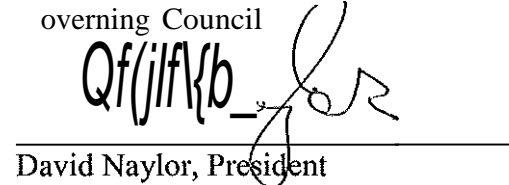


Richard Alway, President

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



John F. (Jack) Petch, Chairman of the
Governing Council



David Naylor, President

Date: June 27, 2008

This Federation Framework Agreement made in duplicate
as of 1 July 2008

between

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("University of Toronto")
of the first part

and

TRINITY COLLEGE
of the second part

Preamble

1. The purpose of this Federation Framework Agreement is to set out the mutual understandings, commitments and responsibilities of the members of the federation, the University of Toronto and Trinity College.
2. The relationships between the Colleges, the Departments, and the Faculty of Arts and Science were set out in the April 1974 Memorandum of Understanding, which redefined the academic role of the Colleges in the light of rationalized and shared resources among the parties. Nine years later these relationships were reviewed and restated in the recommendations of the Presidential Working Group on the Academic Role of the Colleges on the St. George Campus (known as the "Dalzell Report") in 1983. The principles underlying these recommendations were enshrined in the Memorandum of Agreement Regarding the Institutional Relationships of the University of Toronto and the Federated Universities in the Faculty of Arts and Science, dated June 30, 1983 and renewed on June 21, 1990. In 1998 the Agreement was renewed in order to continue this relationship and its underlying principles, and the 1998 Agreement extended their scope to include similar relationships with other Faculties and Schools of the University of Toronto.
3. This Federation Framework Agreement addresses the nature and role of the federated universities and the University of Toronto. A separate statement, which the parties have agreed to, sets out the roles of the Colleges, both federated and constituent.
4. This Federation Framework Agreement with the Statement on the Roles of the Federated and Constituent Colleges supersede the 1998 Memorandum of Agreement referred to in 2 above with regards to Trinity College.

1. The Basis of Federation

1.1. Trinity College entered into federation with the University of Toronto in 1903. It is governed by its own Act of 1851 and a Royal Charter of 1852, granting it the powers of an independent university. By the articles of federation, has suspended its power of conferring degrees except in theology (The University of Toronto Act 1971, 11 (1)).

1.2. With respect to degrees in theology, the University of Toronto has entered into an agreement with Trinity College as a member of the Toronto School of Theology for the purpose of enabling the University of Toronto to participate in the direction of theological education programs (University of Toronto Act 1978 sec 2a), and in order to award conjoint degrees in theology. Faculty members and students in the Toronto School of Theology are not, by virtue of their appointment or registration, respectively, faculty members or students of the University of Toronto. Arrangements for cooperation and sharing of resources and mutual registration of students are governed by a Memorandum of Agreement, which is agreed upon from time to time by the University of Toronto, the Toronto School of Theology, Trinity College, and all the member institutions of the Toronto School of Theology.

2. The Purpose of Federation

- 2.1 In coming together in federation, Trinity College and the University of Toronto share common elements of their academic missions for their students. Trinity College and the University of Toronto bring their resources to academic programs and collegial life in a collaborative enterprise, whereby
- a. the students of Trinity College, and other University of Toronto students associated with the programs or collegial life of Trinity College, have a distinct educational experience in such areas as academic courses and programs, student advising and academic services, and, for Trinity College students, student life services and facilities, residence, and financial support;
 - b. faculty members associated with Trinity College enjoy the benefits of collegial life;
 - c. the resources for the academic enterprise of the University of Toronto and the Trinity College are enlarged;
 - d. the alumni relations and support for Trinity College and the University of Toronto are strengthened.
 - e. Trinity College benefits through the federation with the University of Toronto and its federated and affiliated institutions on account of the enhanced reputation of the collective enterprise, and the ability of all of these institutions to work together to generate support.
 - f. Each member of the federation recognizes that the other has distinctive elements in its mission that may not be shared.

3. The Premises of Federation

Federation between the University of Toronto and Trinity College is premised upon the powers and authority of Trinity College which operates under its own statutory authority (An Act to Incorporate Trinity College, Statutes of the Province of Canada, 1851, 14 & 15 Victoria, Chapter 32, and amended by the Legislature of the Province of Ontario in 1928) and the powers and authority of the University of Toronto which operates under the University of Toronto Act. During the period of federation, Trinity College has agreed to place certain aspects of its authority in abeyance but does not permanently relinquish such authority.

4. The Responsibilities and Commitments of Federation

Given the fundamental purpose of the federation of Trinity College with the University of Toronto, Trinity College commits itself to co-operate and collaborate with the University of Toronto in activities leading to the award of degrees or conjoint degrees. The University of Toronto commits itself to a collaborative relationship which respects the continuing powers and authority of Trinity College. Some forms of co-operation are a consequence of the suspension of the degree-granting authority of Trinity College except for theology degrees; others are embraced voluntarily for the sake of harmonious and consistent relations, especially in the delivery of academic programs, and in the experience of faculty and students.

Specifically, the parties agree as follows:

- 4.1 In matters of governance, Trinity College shall exercise its powers in accordance with its mission, which shall include serving the greater good of the federation. The parties will collaborate as appropriate in governance and administration while each respects the powers and authority of the other. The desire and aim of both parties is to advance commonly held and jointly understood elements of their missions and they commit to establishing appropriate channels to facilitate this aim.
- 4.2 In its recruitment and registration of students, Trinity College will work collaboratively with the divisions and faculties of the University of Toronto to establish and achieve agreed-upon goals. The University of Toronto acknowledges that Trinity College may have distinctive requirements for registration that must include the academic qualifications prescribed by the University of Toronto, and the right to recruit students in accordance with those requirements.
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 - 4.6 Trinity College acknowledges that courses and programs of study for University of Toronto degrees must be approved by the University of Toronto; the University of Toronto acknowledges that a proportion of places in courses and programs of study sponsored by Trinity College may be offered in the first instance to the students of Trinity College. The balance of places in the courses and programs of study is available to University of Toronto students regardless of a student's College or Faculty affiliation. Any courses and programs of study to be so designated will be identified as such prior to submission for approval at the University of Toronto. The appropriate proportion to be set aside in such a manner will be determined by the Dean of the relevant Faculty and the Principal of Trinity College.
 - 4.7 Trinity College and the University of Toronto acknowledge that their graduates are alumni of both members of the federation, and agree to work co-operatively in their relationships with their graduates for the common good.
 - 4.8 Trinity College and the University of Toronto shall co-ordinate their fundraising activities through collaboratively established procedures.
 - 4.9 For all faculty hired by Trinity College who teach in University of Toronto programs, Trinity College agrees to respect and abide by policies on appointment, tenure and promotion which shall be identical in all relevant respects to the policies of the University of Toronto. The Dean (or delegate) of the appropriate Faculty shall participate in the appointment, tenure or promotion of any full-time faculty member employed by Trinity College. This process applies only to Trinity College faculty members who are employed by that institution with funds from that institution.
 - 4.10 Trinity College agrees to include the Vice-President and Provost of the University of Toronto (or delegate) in the search process for the position of Principal. Trinity College agrees that it will conduct a review of the Principal's office each time before it is filled or renewed, will include the Vice-President and Provost (or delegate) on the review committee, and will share the report with the University of Toronto Vice-President and Provost. The review report will be presented to University of Toronto governance following its policies for academic reviews and the appointment of the Principal of Trinity College will be reported to the Academic Board. The University of Toronto and Trinity College agree to consult on senior administrative appointments that are mutually relevant.

- 4.11 The University of Toronto recognizes that the very nature of the collegiate life of Trinity College depends upon a committed fellowship that can relate to the students of Trinity College as well as participate in the administrative work of the College. Trinity College agrees to consult with the relevant department chair, or Dean of the appropriate Faculty, if the individual is a member of a single-departmental Faculty, in the appointment of a College Fellow. Trinity College may offer an office to a Fellow provided that it is consistent with University of Toronto policy for that Fellow to have a College office. Before offering of a College fellowship with office space to any University of Toronto faculty member, Trinity College agrees to consult with the Dean of the appropriate Faculty early in the process so that the interests of the Department or Faculty may be appropriately considered.
- 4.12 In order to further collegial collaboration, the Provost of Trinity College and the Vice-President and Provost of the University of Toronto will confer with the other in the development of plans and policies for offices and College fellowship.

Other Commitments

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TRINITY COLLEGE


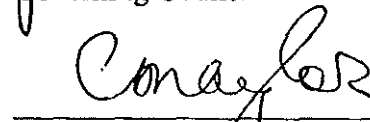


Thomas F. Rahilly, Chairman of the Board of Trustees


Andy Orchard, Provost

Date: June 27, 2008

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


John F. (Jack) Petch, Chairman of the Governing Council
David Naylor, President

This Federation Framework Agreement made in duplicate
as of 1 July 2008

between

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("University of Toronto")
of the first part

and

THE BOARD OF REGENTS OF VICTORIA UNIVERSITY
("Victoria University")
of the second part

Preamble

1. The purpose of this Federation Framework Agreement is to set out the mutual understandings, commitments and responsibilities of the members of the federation, the University of Toronto and Victoria University.
2. The relationships between the Colleges, the Departments, and the Faculty of Arts and Science were set out in the April 1974 Memorandum of Understanding, which redefined the academic role of the Colleges in the light of rationalized and shared resources among the parties. Nine years later these relationships were reviewed and restated in the recommendations of the Presidential Working Group on the Academic Role of the Colleges on the St. George Campus (known as the "Dalzell Report") in 1983. The principles underlying these recommendations were enshrined in the Memorandum of Agreement Regarding the Institutional Relationships of the University of Toronto and the Federated Universities in the Faculty of Arts and Science, dated June 30, 1983 and renewed on June 21, 1990. In 1998 the Agreement was renewed in order to continue this relationship and its underlying principles, and the 1998 Agreement extended their scope to include similar relationships with other Faculties and Schools of the University of Toronto.
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4. This Federation Framework Agreement with the Statement on the Roles of the Federated and Constituent Colleges supersede the 1998 Memorandum of Agreement referred to in 2 above with regard to Victoria University.

1. The Basis of Federation

1.1. Victoria University entered into federation with the University of Toronto in 1890. Victoria University was established by Royal Charter in 1836, and is governed by its own Act (The Victoria University Act 1951, revised 1981), granting it the powers of an independent university in the Province of Ontario. By the articles of federation, Victoria University has suspended its power of conferring degrees except in theology (The University of Toronto Act 1971 amended 1978, article 11.1). This is reflected in The Victoria University Act 1951 revised 1981, in which the Senate of Victoria University has the power “subject to The University of Toronto Act, 1971, to provide for the granting of and to grant degrees” (sec. 10.b).

1.2. With respect to degrees in theology, the University of Toronto has entered into an agreement with Victoria University as a member of the Toronto School of Theology for the purpose of enabling the University of Toronto to participate in the direction of theological education programs (University of Toronto Act 1978 sec. 2a), and in order to award conjoint degrees in theology. Faculty members and students in the Toronto School of Theology are not, by virtue of their appointment or registration, respectively, faculty members or students of the University of Toronto. Arrangements for cooperation and sharing of resources and mutual registration of students are governed by a Memorandum of Agreement, which is agreed upon from time to time by the University of Toronto, the Toronto School of Theology, Victoria University, and all the member institutions of the Toronto School of Theology.

2. The Purpose of Federation

- 2.1 In coming together in federation, Victoria University and the University of Toronto share common elements of their academic missions for their students. Victoria University and the University of Toronto bring their resources to academic programs and collegial life in a collaborative enterprise, whereby
- a. the students of Victoria University, and other University of Toronto students associated with the programs or collegial life of Victoria University, have a distinct educational experience in such areas as academic courses and programs, student advising and academic services, and, for Victoria University students, student life services and facilities, residence, and financial support;
 - b. faculty members associated with Victoria University enjoy the benefits of collegial life;
 - c. the resources for the academic enterprise of the University of Toronto and Victoria University are enlarged;
 - d. the alumni relations and support for Victoria University and the University of Toronto are strengthened.
 - e. Victoria University benefits through the federation with the University of Toronto and its federated and affiliated institutions on account of the enhanced reputation of the collective enterprise, and the ability of all of these institutions to work together to generate support.

- f. Each member of the federation recognizes that the other has distinctive elements in its mission that may not be shared.

3. The Premises of Federation

Federation between the University of Toronto and Victoria University is premised upon the powers and authority of Victoria University which operates under its own statutory authority (its Royal Charter and The Victoria University Act 1951, revised 1981) and the powers and authority of the University of Toronto which operates under The University of Toronto Act. During the period of federation, Victoria University has agreed to place certain aspects of its authority in abeyance but does not permanently relinquish such authority.

4. The Responsibilities and Commitments of Federation

Given the fundamental purpose of the federation of Victoria University with the University of Toronto, Victoria University commits itself to co-operate and collaborate with the University of Toronto in activities leading to the award of degrees or conjoint degrees. The University of Toronto commits itself to a collaborative relationship which respects the continuing powers and authority of Victoria University. Some forms of co-operation are a consequence of the suspension of the degree-granting authority of Victoria University except for theology degrees; others are embraced voluntarily for the sake of harmonious and consistent relations, especially in the delivery of academic programs, and in the experience of faculty and students.

Specifically, the parties agree as follows:

- 4.1 In matters of governance, Victoria University shall exercise its powers in accordance with its mission, which shall include serving the greater good of the federation. The parties will collaborate as appropriate in governance and administration while each respects the powers and authority of the other. The desire and aim of both parties is to advance commonly held and jointly understood elements of their missions and they commit to establishing appropriate channels to facilitate this aim.
- 4.2 In its recruitment and registration of students, Victoria University will work collaboratively with the divisions and faculties of the University of Toronto to establish and achieve agreed-upon goals. The University of Toronto acknowledges that Victoria University may have distinctive requirements for registration that must include the academic qualifications prescribed by the University of Toronto, and the right to recruit students in accordance with those requirements.
- 4.3 Victoria University will establish and administer its scholarships and bursaries in accordance with its own policies. In establishing these policies, Victoria University will be cognizant of University of Toronto policies with respect to scholarships and bursaries. The University of Toronto will encourage University

- of Toronto divisions to enter into arrangements with Victoria University to enhance awards.
- 4.4 Victoria University has adopted the University of Toronto Sexual Harassment Policy, the Code of Behaviour on Academic Matters, and the Code of Student Conduct. Victoria University shall notify the University of Toronto whenever it invokes the Code of Behaviour on Academic Matters or the Code of Student Conduct or regarding a University of Toronto student. In establishing its residence code and other student-related policies, Victoria University will be cognizant of University of Toronto codes, policies and practices and agrees to the principle of consistency amongst them as amended from time to time. The parties agree to assist each other in the exercise of those responsibilities for discipline as they carry out actions under the appropriate codes.
 - 4.5 Victoria University has, as a matter of convenience for all parties, agreed to the collection of tuition fees by the University of Toronto. The University of Toronto recognizes the authority of Victoria University to collect fees from its students under its own policies and procedures. Victoria University and the University of Toronto acknowledge each institution's policies and procedures related to non-tuition fees and acknowledge that such fees may also be governed by policies external to the institutions, such as those set by the Government of Ontario.
 - 4.6 Victoria University acknowledges that courses and programs of study for University of Toronto degrees must be approved by the University of Toronto; the University of Toronto acknowledges that a proportion of places in courses and programs of study sponsored by Victoria University may be offered in the first instance to the students of Victoria University. The balance of places in the courses and programs of study is available to University of Toronto students regardless of a student's College or Faculty affiliation. Any courses and programs of study to be so designated will be identified as such prior to submission for approval at the University of Toronto. The appropriate proportion to be set aside in such a manner will be determined by the Dean of the relevant Faculty and the Principal of Victoria College.
 - 4.7 Victoria University and the University of Toronto acknowledge that their graduates are alumni of both members of the federation, and agree to work co-operatively in their relationships with their graduates for the common good.
 - 4.8 Victoria University and the University of Toronto shall co-ordinate their fundraising activities through collaboratively established procedures.
 - 4.9 For all faculty hired by Victoria University who teach in University of Toronto programs, Victoria University agrees to respect and abide by policies on appointment, tenure and promotion which shall be identical in all relevant respects to the policies of the University of Toronto. The Dean (or delegate) of the appropriate Faculty shall participate in the appointment, tenure or promotion of any full-time faculty member employed by Victoria University. This process applies only to Victoria University faculty members who are employed by that institution with funds from that institution.
 - 4.10 Victoria University agrees to include the Vice-President and Provost of the University of Toronto (or delegate) in the search process for the position of Principal of Victoria College. Victoria University agrees that it will conduct a review of the Principal's office each time before it is filled or renewed, will include the Vice-President and Provost (or delegate) on the review committee,

and will share the report with the University of Toronto Vice-President and Provost. The review report will be presented to University of Toronto governance following its policies for academic reviews and the appointment of the Principal of Victoria College will be reported to the Academic Board. The University of Toronto and Victoria University agree to consult on senior administrative appointments that are mutually relevant.

- 4.11 The University of Toronto recognizes that the very nature of the collegiate life of Victoria University depends upon a committed fellowship that can relate to the students of Victoria University as well as participate in the administrative work of the College. Victoria University agrees to consult with the relevant department chair, or Dean of the appropriate Faculty, if the individual is a member of a single-departmental Faculty, in the appointment of a College Fellow. Victoria University may offer an office to a Fellow provided that it is consistent with University of Toronto policy for that Fellow to have a College office. Before offering of a College fellowship with office space to any University of Toronto faculty member, Victoria University agrees to consult with the Dean of the appropriate Faculty early in the process so that the interests of the Department or Faculty may be appropriately considered.
- 4.12 In order to further collegial collaboration, each of Victoria University and the Vice-President and Provost of the University of Toronto will confer with the other in the development of plans and policies for offices and College fellowship.

Other Commitments

- 4.13 The University of Toronto acknowledges that Victoria University owns and manages its properties independently, and is accountable to its Board for its space and physical facilities. The University of Toronto and Victoria University will enter into an Operating Agreement for the use of space and facilities, including classrooms, offices, student and related space.
- 4.14 In fulfilling the purpose of federation, Victoria University and the University of Toronto commit to providing the following services to University of Toronto students registered at Victoria University.
- a. registrarial and advising services
 - b. student life services
 - c. academic skills services
 - d. general and specialized library collections and services

In addition, the parties agree that Victoria University will provide faculty support and administrative services as negotiated from time to time with the University of Toronto.

- 4.15 The University of Toronto and Victoria University agree to negotiate an Operating Agreement that provides for appropriate financial support for the contributions outlined in 4.13 and 4.14 and identifies an accountability framework for such contributions. Both parties recognize the desirability of an Operating Agreement for significant periods of time to facilitate planning. While what constitutes appropriateness will be a matter of negotiation, the parties agree that the fundamental principles include:
- a. fairness

- b. equity
 - c. stability
 - d. predictability
- 4.16 Victoria University acknowledges that the University of Toronto is not obliged to fund services beyond the expected standards of the University of Toronto, or activities that do not advance the purposes of federation. The University of Toronto may agree to fund particular ventures that will improve standards across the federation.
- 4.17 The University of Toronto and Victoria University recognize that much of the administrative work of each institution in alumni affairs and advancement, government relations, academic administration, financial services, human resources and labour relations, may be placed in the service of the other's faculty, students and programs. The University of Toronto and Victoria University agree to co-operate so that policies and practices in these areas operate efficiently in relation to the parties' goals.
- 4.18 Funding for academic programs will continue to flow through the appropriate division or faculty of the University of Toronto.
- 4.19 The federation is best served by open communication and transparency.

5. Implementation of this Agreement

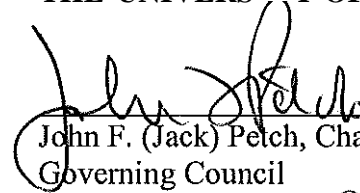
- 5.1 In public communications including letterhead, electronic and print materials, Victoria University will acknowledge its federated relationship with the University of Toronto. For its part, the University of Toronto commits to recognizing the distinctive federated identity of Victoria University in its public communications and materials, especially about the college system at the University of Toronto. Victoria University and the University of Toronto shall co-ordinate these activities through collaboratively established procedures.
- 5.2 The parties may enter into specific agreements and contracts to implement any section of this Federation Framework Agreement.
- 5.3 Should disputes arise that are not resolved through normal channels, the President of Victoria University and the President of the University of Toronto will jointly agree on a dispute resolution mechanism, informing the executive heads of the other federated universities as necessary or appropriate.
- 5.4 This agreement may be amended in writing at any time by mutual consent. The terms and commitments of this Agreement will govern the relationships described herein between the University of Toronto and Victoria University from 1 July 2008 for a period of ten years and the Agreement is renewed automatically unless either party serves notice of intention not to renew three years before the next renewal date.
- 5.5

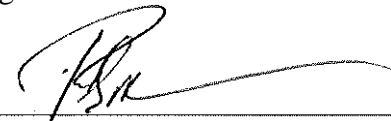
IN WITNESS WHEREOF the parties hereto have caused their representative corporate seals to be hereunto affixed, attested by the signatures of their proper officers in that behalf, duly authorized.

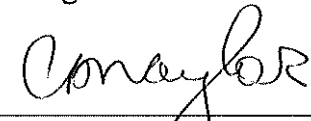
THE BOARD OF REGENTS OF

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

—
Murray Cotilett, Chair of the Board of Regents


John F. (Jack) Petch, Chairman of the Governing Council


Paul Gooch, President


David Naylor, President

Date: June 27, 2008