

**Articulation Agreement
Brock Bachelor of Early Childhood Education (Honours) Program
Pathway for Students from Assiniboine Community College Early Childhood Education
Program**

PARTIES Brock University (“Brock”)
1812 Sir Isaac Brock Way
St. Catharines, ON L2S 3A1

and

Assiniboine Community College (“Assiniboine”)
1430 Victoria Ave E
Brandon, MB R7N 2V5

DATE September 1, 2022 (“Effective Date”)

BACKGROUND

Brock is a public university operating under the authority of provincial legislation and is located in St. Catharines, Ontario, Canada.

Assiniboine Community College is an accredited college within the province of Manitoba. Assiniboine Community College has two campuses located in Brandon, Manitoba, Canada as well as campuses in Dauphin and Winnipeg.

Brock and Assiniboine (individually, the “Party” and collectively, the “Parties”) have agreed to provide a pathway for Assiniboine Early Childhood Education students into the Honours Bachelor of Early Childhood Education program offered by Brock in accordance with the terms set out in this agreement (“Agreement”) and the course equivalencies set out in Appendix A of this Agreement.

The participating divisions at the respective institutions are the Brock University Department of Educational Studies, in the Faculty of Education, as well as the Assiniboine Community College School of Health & Human Services Early Childhood Education.

AGREEMENT

In consideration of the mutual terms and covenants contained in this Agreement, the Parties agree as follows:

1. PROGRAM

1.1. Degree Requirements. Students admitted to the Honours Bachelor of Early Childhood Education are required to complete a minimum of 13.0 credits as described in the Brock University Academic Calendar in order to obtain their degree. Brock retains sole discretion with respect to all student admission decisions.

1.2. Equivalent Courses. Brock will award a maximum of 7.0 credits towards Honours Bachelor of Early Childhood Education to incoming students from Assiniboine in recognition of their

course work at Assiniboine. The Assiniboine courses agreed by both Parties to count towards satisfying these credit requirements are outlined in Appendix A attached hereto. It is acknowledged by the Parties that approximately 2.5 further years of study will be required at Brock to complete the degree program.

1.3. Ongoing Review. Brock and Assiniboine will review and update the list of course equivalents in Appendix A annually in order to recognize program changes at either institution.

Assiniboine agrees to provide Brock with at least six (6) months' notice of any Material Curriculum Modification. For the purposes of this Agreement, a "Material Curriculum Modification" is any change in curriculum that could alter the program learning outcomes, entry or graduation requirements.

1.4. Admission Requirements. Students may apply for transfer to the Brock portion of the program at the completion of Year 2 or while completing Year 2 at Assiniboine. The minimum requirement for entry into the Brock portion of the program is the successful completion of the two-year Early Childhood Education diploma with an overall Assiniboine average of "B+" (GPA of 3.5).

2. TERM & TERMINATION

2.1. Term. This Agreement commences on the Effective Date and shall continue for a two year period until September 30, 2024 ("Term") unless terminated earlier in accordance with this Agreement.

2.2. Termination. This Agreement may be terminated as follows:

2.2.1. Termination for cause: The occurrence of any one or more of the following events or conditions will constitute an event of default of a Party, and the other Party may terminate this Agreement immediately:

2.2.1.1. if any representation, warranty, or statement made or given by or on behalf of a Party is determined to have been untrue in any material respect at the time it was made or deemed to be made;

2.2.1.2. if a Party becomes insolvent or files or has filed against it a petition in bankruptcy; or

2.2.1.3. if a Party ceases or threatens to cease to carry on business.

2.2.2. Termination for convenience. Either Party may terminate this Agreement for convenience, and without penalty, upon providing one (1) year written notice to the other party at any time during the Term.

2.2.3. Termination by both Parties. This Agreement may be terminated upon written agreement of both Parties.

2.3. Consequences of termination. Termination of this Agreement will not relieve either Party from any obligations accrued but unsatisfied prior to such termination and unless the Parties otherwise agree in writing, the Parties will immediately update their students and any relevant promotional material regarding the subject matter of this Agreement accordingly.

3. CONFIDENTIALITY OBLIGATIONS

- 3.1. Definition of Confidential Information.** "Confidential Information" will include any and all information of a confidential or proprietary nature which is disclosed during the Term by Brock to Assiniboine or by Assiniboine to Brock, and is identified by the Party that discloses the Confidential Information (the "Disclosing Party") as confidential, either in writing or orally, or should reasonably be known to be confidential given the nature of the information and the circumstances in which it was furnished. For further clarity, "Confidential Information" will include any recorded information about an identifiable individual. Confidential Information does not include information that: (a) is or becomes generally known to the public through no act on the part of the Party that receives the Confidential Information (the "Recipient"); (b) is furnished or made known to the Recipient on a non-confidential basis by a third party who has a lawful right to disclose such information; or (c) is required by law or court order to be disclosed, but only to the extent of such required disclosure and provided that the Disclosing Party is first given notice of such required disclosure and an opportunity to contest such required disclosure.
- 3.2. Use.** During the Term, the Recipient may have access to Confidential Information. The Recipient will use the Confidential Information solely for the purpose of fulfilling the Recipient's obligations under this Agreement.
- 3.3. Security.** The Recipient will protect the Confidential Information with the same degree of care as the Recipient utilizes for its own similar confidential or non-public information, but in no event with less than a reasonable degree of care.
- 3.4. Disclosure.** During the Term and following expiry or termination of the Agreement, neither the Recipient, nor any person acting on behalf of the Recipient will disclose any Confidential Information to any third party, including any governmental authority, without the express written consent of the Disclosing Party, unless otherwise required by law. The Recipient will restrict access to Confidential Information to those individuals who need to have access in order to fulfil the obligations under this Agreement.
- 3.5. Return/Destruction.** The Recipient agrees that upon the conclusion of this Agreement, or earlier if requested by the Disclosing Party, the Recipient will promptly return to the Disclosing Party all Confidential Information in the Recipient's possession and that the Recipient will delete all such information from all of its electronic, digital or similar document storage systems.
- 3.6. Breach.** The Recipient agrees to promptly notify the Disclosing Party in the event of any actual, potential or threatened breach of any obligations under this section and will take all necessary and appropriate actions to restrain any and all use or further continuing use or disclosure of such Confidential Information.
- 3.7. Survival.** This section will survive the expiration and/or termination of this Agreement for the maximum period provided by law.

4. FREEDOM OF INFORMATION

- 4.1. Assiniboine acknowledges that Brock is subject to the requirements of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (“FIPPA”).
- 4.2. Assiniboine agrees to (i) treat all Personal Information (as such term is defined in FIPPA) received by it in connection with the Agreement as required by FIPPA; and (ii) be responsible to Brock for any breach of FIPPA by it or its directors, officers and employees relating to such Personal Information. Obligations in this section shall survive any termination of this Agreement.
- 4.3. Each Party will:
 - 4.3.1. provide all necessary assistance and cooperation as reasonably requested by the other to enable that Party to comply with its obligations under FIPPA;
 - 4.3.2. where they relate to the other Party, to transfer to the other all requests for information relating to this Agreement that it receives as soon as practicable; and
 - 4.3.3. co-operate in the provision of information which is in its possession or control in the form that the affected Party requires as soon as practicable of the affected Party’s request for such information.

5. GENERAL

- 5.1. **Entire agreement and amendment.** This Agreement represents the entire agreement between the Parties with regard to the subject matter of this Agreement and supersedes any previous understandings, commitments or agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.
- 5.2. **Binding effect.** This Agreement is binding upon and will continue to the benefit of the parties and their respective successors, administrators, executors and permitted assigns.
- 5.3. **Severability.** If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.
- 5.4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
- 5.5. **Governing law.** This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the Parties submit to the exclusive jurisdiction of the courts of Ontario.

IN WITNESS WHEREOF the Parties have executed this Agreement.

ASSINIBOINE COMMUNITY COLLEGE



Deanna Rexe
Vice-President Academic

Aug 2 / 2022
Date



Karen Hargreaves
Dean, School of Health & Human Services

August 4 / 2022
Date

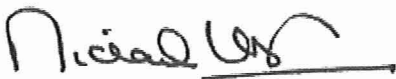
BROCK UNIVERSITY



Lynn Wells
Provost and Vice-President, Academic

May 30, 2022

Date



Michael Owen
Dean, Faculty of Education

May 26, 2022

Date

APPENDIX A: Transfer credits

Transfer Credit	# of Credits
Year 1 Unspecified	3.0
Social Science Context	1.0
Year 2 Unspecified	1.5
Year 1 Unspecified EDUC	1.0
Year 2 Unspecified EDUC	0.5
Total Credits	7.0

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