

**AN AGREEMENT FOR AFFILIATE MEMBERSHIP FOR HUC WITHIN TST**

This Agreement made as at the                    day of                    , 2008,

B E T W E E N:

***THE TORONTO SCHOOL OF THEOLOGY,***  
a corporation without share capital incorporated  
under the Corporations Act of Ontario  
(Hereinafter called "TST")

of the First Part,

- and -

***HURON UNIVERSITY COLLEGE,***  
a body corporate incorporated by **An Act  
Respecting Huron University College, Statutes  
of Ontario,** (Hereinafter called "HUC")

of the Second Part,

-and –

***THE BOARD OF GOVERNORS,  
THE UNIVERSITY OF WESTERN ONTARIO***  
A body corporate incorporated by **The University of  
Western Ontario Act, Statutes of Ontario**  
(Hereinafter called "Western")

of the Third Part.

WHEREAS HUC was incorporated in the Province of Ontario pursuant to the provisions of an Act of the Legislature of the Province of Ontario and, under the aegis of its Faculty of Theology, offers programs leading to degrees granted by Western, including the Master of Divinity, Master of Theological Studies, and Master of Arts;

AND WHEREAS the objects of HUC are to provide at the post-secondary level, degrees, diplomas and certificate programs in courses of study based on Christian Theology;

AND WHEREAS the objects of HUC are consistent with the objects of TST;

AND WHEREAS TST and HUC share the purpose to foster excellence in theological education in Ontario and the desire to enhance their ecumenicity and the breadth of their academic offerings through a structured relationship;

AND WHEREAS HUC wishes to enter into a relationship with TST to further enhance its ability to offer courses of study based upon Christian Theology;

AND WHEREAS the by-laws of TST provide for two classes of membership, namely Member Institutions and Affiliated Members, and require that the terms of participation of Affiliated Members be defined by agreement;

AND WHEREAS HUC seeks to be an Affiliated Member with TST;

AND WHEREAS the purpose of this Agreement is to facilitate the structured relationship between HUC and TST, which shall include amongst others, the sharing of academic resources, cross-registration and participation in the supervision and direction of graduate students;

AND WHEREAS this agreement has an impact on the Western MA (Theology) degree, which is administered through the Faculty of Graduate Studies at Western based on course and program requirements implemented, monitored and managed by HUC, (Western's MA (Theology) degree remains subject to the Ontario Council of Graduate Studies' by-laws and procedures governing appraisals of graduate programs);

AND WHEREAS by virtue of an agreement between Western and HUC, Western must approve the terms on which new courses are offered by HUC for credit toward Western degrees;

AND WHEREAS Western is a signatory to this Agreement in order to indicate its acceptance and approval of the terms set out herein;

NOW THEREFORE in consideration of the mutual covenants and agreement hereinafter contained, the Parties covenant and agree each with the other as follows:

1. The recitals contained herein are true in fact and in substance and shall form part of this Agreement.
2. The terms and provisions of this Agreement shall begin effective July 1, 2007 and shall continue for a five (5) year period thereafter. Either Party, upon six (6) months written notice to the other Party, may withdraw from the Agreement effective on the date specified within the notice. Without prejudice to the foregoing right to withdraw, either party may, by written notice to the other party, request that the Agreement be reviewed and renegotiated in full or in part by the end of the date specified in the notice. On or before June 30, 2011, the Parties will establish a joint committee of two persons from each Party to review the Agreement and to report to the Parties hereto, with recommendations concerning the continuance, modification or discontinuance of the Agreement for a successive five (5) year term.
3. During the term of this Agreement HUC will be an Affiliated Member of TST.
4. Pursuant to the provisions of the by-laws of TST, HUC shall be recommended to the Board of Trustees of TST for membership within TST as an Affiliated Member with voting privileges. If approved as an Affiliated Member of TST with voting privileges, then the representative on behalf of HUC at meetings of members of TST and at meetings of the Board of Trustees of TST shall be the Dean of Theology or such other person designated by the Board of Governors of HUC.

5. TST and HUC will each make available to the other a copy of their annual or biannual report(s).
6. HUC will recognize the faculty status of all TST faculty members. Should HUC wish to appoint TST faculty members as adjunct faculty, such appointments will be made by the Dean of Theology of HUC and shall be subject to HUC criteria and policies. TST faculty members seconded to teach for the MA (Theology) must be approved by the credentials committee of the Faculty of Graduate Studies at Western, and may not teach students in the MA (Theology) if such approval is not given.
7. HUC faculty members may apply to be cross-listed as special faculty members of TST (as defined in the TST By-laws, Article IX) and thus become members of TST departments. HUC faculty members also may apply to become members of the TST advanced degree faculty. The applicable criteria and procedures to deal with such applications by HUC faculty members will be the same as those applied internally in TST. Any rules adopted by TST during the term of this Agreement for the acquisition and/or maintenance of faculty status within TST (referred to hereafter as the "rules") also will apply to HUC faculty members seeking or holding TST status. Schedule B attached hereto contains such existing rules. In addition, special arrangements may be negotiated for the secondment/exchange of faculty as needed by either TST or HUC.
8. The approval of HUC courses shall remain within the exclusive control of HUC according to its criteria and procedures. The approval of TST courses shall remain within the exclusive control of TST and its Member Institutions according to their criteria and procedures. HUC and TST each will accept the course approval process of the other party.
9. Students enrolled in one of the TST Member Institutions will be entitled to register for TST credit in HUC courses which are offered by a HUC faculty member who is cross-appointed to the TST, subject to the program requirements of TST and the pertinent TST Member Institution, and subject to the HUC conditions of admission which apply to HUC students taking that course. In such cases TST students must contact the HUC registrar for course registration purposes. Any tuition charged for those courses will be collected and kept by the Member Institution of TST, and any entitlement to government operating grants which may thereby be generated will accrue to the pertinent TST Member Institution.
10. Students enrolled at HUC will be entitled to register for HUC credit in TST courses, subject to the program and course-load requirements of HUC and TST conditions of admission which apply to TST students taking that course. In such cases HUC students must contact the TST registrar for course registration purposes. Any tuition charged for those courses will be collected and kept by HUC.
11. Paragraphs 9 and 10 shall apply to summer courses, except that HUC students will pay tuition, not to HUC for TST summer courses, but to the TST college which offers the course at the regular rate set by that college; and TST students will pay tuition, not to their own college for equivalent summer courses in HUC, but to HUC at the regular rate set by HUC.

12. Students enrolled in either TST or HUC who decide to transfer to a program at the other institution will be subject to the policies of the institution to which they apply with regard to transfer credit and advanced standing.
13. HUC will pay to TST an Annual Assessment for administrative operations of one percent (1.0%) of the total general levy charged by TST to the Member Institutions of TST.
14. (A) TST and HUC each will keep records of the academic involvement of their professors with students of the other institution, and of their students with professors of the other institution. This includes cross-registration in courses for credit and other forms of academic activity which are not assessed a specific course fee. At the end of each academic year (April 30) HUC and TST will compare the numbers they have reached and establish a final count. Schedule A will be used to quantify other forms of academic activity in credit course equivalencies.  
  
(B) At the time of establishment of the Joint Committee described in section 2, HUC and TST will compare the academic involvement of their professors with students of the other institution, and will adjust the Annual Assessment of HUC downward if HUC has contributed a greater number to the agreement than the number they have received.
15. Administrative procedures for course nomenclature and registration, for limited enrolment courses in either institution, for grading or the communication of grades, will be reviewed at the request of either Party.
16. In order to promote cross-registration, TST and HUC will make available to each other as soon as possible published annual bulletins and course calendars with the supplements or modifications which may be made to them. The TST course calendar will contain a listing of HUC courses offered by HUC faculty who are cross-listed in TST. The TST website will include a link to the HUC website, and vice versa.
17. TST will submit the names of HUC faculty who are approved as special TST faculty members for library privileges in the integrated TST/University of Toronto system. TST faculty may make use of the resources of the HUC library in accord with HUC library regulations.
18. The bulletins of HUC, TST, and the Member Institutions of TST, in appropriate ways, will make this affiliation known.
19. HUC will recognize and respect the commitment of TST and its Member Institutions to the principles of academic freedom and non-discrimination, and the guarantees pertaining to dismissal, as articulated in section 13 (i through v inclusive) of the Memorandum of Agreement dated as of July 1, 2004 between TST, The Governing Council of the University of Toronto and other parties.
20. HUC faculty will continue to be appointed by and hold their contracts of employment with HUC, and will continue to be subject to the procedures and disciplinary jurisdiction of HUC and not those of TST. HUC reserves the right to appoint its professors and assign their duties

according to the requirements of its mission as expressed in its Statute, Bylaws, Policies and procedures. HUC is committed to the protection of its faculty members by those guarantees pertaining to dismissals enjoyed by faculty members in Huron University College and other public universities, viz. guarantees that they may be dismissed only for adequate cause, as defined by Huron University College, namely persistent neglect of duty, inability to carry out reasonable duties, failure to maintain reasonable competence, or gross misconduct. In implementing procedures for dismissal for cause, HUC shall conform to the principles of natural justice and the policies and procedures governing academic appointments of Huron University College.

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

***THE TORONTO SCHOOL OF THEOLOGY***

Per: \_\_\_\_\_  
Alan L. Hayes, Director

Per: \_\_\_\_\_  
Katherine Corlett,  
Chair of the Board of Trustees

***HURON UNIVERSITY COLLEGE***

Per: \_\_\_\_\_  
Ramona Lumpkin, Principal

Per: \_\_\_\_\_  
Chris Jones Harris  
Chair of the Board of Governors

***THE BOARD OF GOVERNORS,  
THE UNIVERSITY OF WESTERN ONTARIO***

Per: \_\_\_\_\_  
Fred Longstaffe  
Vice President (Academic) & Provost

Per: \_\_\_\_\_  
Irene Birrell  
University Secretary