

The Affiliation Agreement among King's University College, St. Peter's Seminary and The Board of Governors, The University of Western Ontario

The affiliation agreements among King's University College (the "College"), The Corporation of St. Peter's Seminary (the "Seminary") and the Board of Governors of The University of Western Ontario (the "University") is subject to the following terms:

1.
 - (a) The term "affiliated College" shall mean a College (including the College) which from time to time is affiliated with the University during the currency of this agreement, and shall include for the purposes of such agreement any college, school or institution of higher learning which is affiliated with such College with the specific permission of the Board of Governors of the University on the recommendation of the Senate and under terms which are not in conflict with the University of Western Ontario Act, 1982 or the affiliation agreement between the affiliated College and the University.
 - (b) The term "Board of Governors" shall mean the Board of Governors of The University of Western Ontario.
 - (c) The term "Senate" shall mean the Senate of the University as defined by the University Act.
2. This agreement has been entered into and shall be construed on the premises:
 - (a) that by its Act the University may confer degrees and award diplomas and certificates in any branch of learning, taught in the University or on its behalf in the College and the Seminary, upon persons who, having complied with the requirements, are admitted to such degrees, diplomas and certificates by the Senate including persons registered in the College and in the Seminary;
 - (b) that whereas the University confers the same academic degree on a student who graduates through the College or the Seminary as it does on a student who graduates through the University, the academic standards of teaching, course content, and examinations for 6.8(h)6.3(. same acade

- e) That insofar as seminarians registered in a pre-Theology BA program in preparation for the priesthood are concerned, the academic standards of admission, the curriculum, and the regulations for the programs, and the qualifications of new faculty appointees for non-Theology courses taught at the Seminary shall be in accordance with the standards of the College and the University. Non-Theology courses may be offered periodically at the Seminary with the approval of the College as part of the overall course offerings of the College. The Seminary may introduce additional admission requirements for pre-Theology seminarians preparing for the priesthood in accordance with the standards of associate membership of the Association of Theological Schools.

Registration

3. All students seeking admission to a theology program offered by the Seminary and leading to a Degree conferred by the University must register in the Seminary; the records of all such students registered in the Seminary shall forthwith be submitted for re-registration to the Registrar of the College and shall forthwith be submitted by the latter for re-registration to the Registrar of the University.

Courses and Subjects

4. When the Seminary proposes to establish a new program or to offer subjects or courses for University credit which it has not offered previously, it shall submit the proposal in writing in accordance with the procedure approved by the Senate as outlined in clause 2 (d). Similarly when the Seminary proposes to discontinue a program or subjects or courses being offered it shall inform the Senate in writing in accordance with the same procedure.

Examinations

5. In all courses offered for degree credit the procedure to be followed in setting and marking examinations, and the policies regarding term grades, shall be as established from time to time by the Senate as set forth in clause 2 (d).

Powers of

6. The Seminary accepts that the Senate through the procedure set forth in clause 2 (d) shall have power to:
 - (a) make regulations governing admission to all programs leading to degrees;
 - (b) approve the teaching in the Seminary of subjects or courses taught;
 - (c) establish regulations regarding the terms whereon new programs, subjects or courses may be established or offered in the Seminary for University credit.

Library

7. Since a student registered in the Seminary and receiving course instruction at the University or College has University and College library privileges, the Seminary grants reciprocal library privileges to students registered in the University or College and receiving instruction in Seminary theological courses.

Financial

8. The financial arrangements between the College and the Seminary shall be as determined from time to time by the Principal of the College and the Rector of the Seminary in joint consultation; provided that the Seminary agrees to pay to the College such service fees which the College must pay to the University in respect of all Seminary students registered in the College.

General

9. The rector of the Seminary shall by February 1 of each year provide the University Registrar with a list of the courses to be taught in the Seminary for University credit. The names of the instructors in each course will be supplied at the same time, or as soon as possible thereafter.
10. The Seminary shall appoint the members of its own Faculty, subject to the provisions of this agreement regarding academic standards and the authority of the Senate to approve the academic qualifications of new appointees according to the procedures set forth in clause 2 (d).
11.
 - (a) Either party may terminate this Agreement upon giving one full academic year's notice in writing in advance addressed to the Principal of the College or the Rector of the Seminary or the President & Vice-Chancellor of the University as the case may be.
 - (b) On the recommendation of the Senate, this agreement may be terminated or amended in part or whole at any time by mutual agreement in writing upon the giving of consent in writing by both parties.
 - (c) The College shall notify the University forthwith of any notice of termination, termination or amendment of this Agreement.
12. In consideration of the permission hereinafter given by the Board of Governors, the College and the Seminary covenant and agree with the University that:
 - (a) All rights and powers hereinbefore referred to as being possessed and exercisable by the University, its Board of Governors, its Senate, its Registrar, and its Faculty are hereby conferred on such bodies, organizations and persons; and
 - (b) no amendment to this Agreement shall be made without the approval in writing of the Board of Governors, failing which the permission hereinafter given by the Board of Governors shall be ipso facto deemed to be withdrawn, and this Agreement shall thereafter be void and of no effect.

University Permission

13. The Board of Governors of the University gives specific permission in writing to the foregoing Agreement.
14. This Agreement shall come into force and effect on the date hereinbefore stated and all earlier agreements, supplementary agreements and amendments to the same shall be null and void.

This agreement will be reviewed on the fifth anniversary of the date of signing.

Signed September 30, 2008 by:

William McGrattan, Rector, St. Peter's Seminary
Gerald Killan, Principal, King's University College
Paul Davenport, President, The University of Western Ontario