

Agreement of Affiliation between St. Thomas University and the University of New Brunswick*

WHEREAS the Royal Commission on Higher Education in New Brunswick has recommended that The University of New Brunswick and St. Thomas University enter into an agreement of affiliation;

AND WHEREAS The University of New Brunswick and St. Thomas University are desirous of entering into such agreement of affiliation.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The University of New Brunswick will convey to St. Thomas University the leasehold of the lands shown on the plan hereto annexed. As additional lands are required by St. Thomas University, the University of New Brunswick will co-operate in providing such lands.
2. All buildings constructed on the lands to be conveyed to St. Thomas University shall conform with the architectural design being developed by The University of New Brunswick for its own buildings.
3. The University of New Brunswick will permit St. Thomas University to use the streets and roads of The University of New Brunswick for the purpose of carrying on its operations as a University subject to the regulations of The University of New Brunswick, but in no event shall such use be intended to create a public right-of-way or rights-of-way.
4. To the extent it is possible so to do and to avoid duplication, St. Thomas University will avail itself of any services and facilities that can be supplied by The University of New Brunswick such as central heating, street lights and snow removal. The cost of providing such services and facilities to St. Thomas University shall be mutually agreed upon, due consideration to be given to any increase in grants to The University of New Brunswick by the Province of New Brunswick for providing such services and facilities.
5. (a) St. Thomas University shall have the use of The University of New Brunswick Library, book store, Memorial Student Centre and other facilities subject to the regulations of The University of New Brunswick. Consideration shall be given to the requirements of St. Thomas University in additions

- to The University of New Brunswick library without charge to St. Thomas University.
- (b) The University of New Brunswick shall have the use of the library of St. Thomas University.
6. St. Thomas University shall continue to have power to:
- (a) make regulations governing student admissions to all courses leading to degrees granted by St. Thomas University;
- (b) control the content and administration of its programs leading to the granting of degrees by St. Thomas University;
- (c) grant degrees at the baccalaureate level in arts and education, other than physical education.
7. St. Thomas University agrees to hold in abeyance its other degree granting powers given by its act of incorporation and amendments, with the exception of honorary degrees.
8. The University of New Brunswick and St. Thomas University will cooperate in the development of summer school and extension courses.
9. St. Thomas University shall have the right to offer its courses through the facilities of The University of New Brunswick in the City of Saint John.
10. (a) Students enrolled at one of the affiliated universities may take courses provided by the other University; the crediting of such exchange courses toward degrees shall be subject to the approval of the University in which the student is enrolled.
- (b) Without restricting the generality of 10(a), Roman Catholic and other students at The University of New Brunswick shall be permitted to take philosophy and religion courses at St. Thomas University for credit with the approval of The University of New Brunswick.
- (c) St. Thomas University shall have the right to teach for credit by The University of New Brunswick courses in medical ethics and psychology to Roman Catholic students enrolled in the Bachelor of Nursing program at The University of New Brunswick, provided such courses are given by professors whose qualifications are approved by The University of New Brunswick.
- (d) Fees for courses taken by students at the other University shall be mutually agreed upon and shall be paid by the University in which the student is enrolled.

11. St. Thomas University shall have the use of all athletic facilities available at The University of New Brunswick. The fee for such shall be the same as that charged students of The University of New Brunswick.

shown on the plan attached hereto. IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed under the hands of their proper signing officers the day and year first hereinabove written.

12. The Universities shall both remain responsible for their own business administration and financing, with suitable arrangements to be made between them for compensation when additional costs are incurred by one University at the request of the other.

13. The two Universities hereby undertake to develop full liaison with one another in the exercise of the powers, rights and privileges conferred upon them by their separate Acts of Incorporation and in the use of their physical and cultural facilities, towards the promotion of the interests of higher education in the Province of New Brunswick.

14. This Agreement shall become effective the first day of July, A.D. 1963 and shall continue in force and effect until such time as St. Thomas University either surrenders its charter or forfeits or surrenders its leasehold interest in the lands of The University of New Brunswick

*University of New Brunswick Act, under subsection 1 of section 73: Agreement of Affiliation with St. Thomas University (1963).