COLLABORATIVE DOCTOR OF VETERINARY MEDICINE PROGRAM AGREEMENT

BETWEEN

UNIVERSITY OF GUELPH

a public university incorporated under the *University of Guelph Act, 1964*

("Guelph")

and

LAKEHEAD UNIVERSITY

a public university incorporated under the *Lakehead University Act, 1965*

("Lakehead")

WHEREAS

(a) Guelph delivers an accredited Doctor of Veterinary Medicine degree through the Ontario Veterinary College;

(b) Guelph and Lakehead share an interest in addressing the need for veterinarians to serve Northern Ontario, including the agri-food industries, rural, remote, underserved areas, and Indigenous communities;

(c) Guelph and Lakehead have identified an opportunity to develop and deliver a Collaborative Doctor of Veterinary Medicine Program to serve their shared interest;

(d) the collaborative model is supported by the Province of Ontario and is an innovative collaborative partnership between Guelph and Lakehead; and

(e) Guelph and Lakehead wish to define and formalize their rights and obligations in respect of the development and delivery of the Collaborative DVM Program;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guelph and Lakehead agree as follows:

1. DEFINITIONS

"Accreditation" means accreditation conferred to university programs designed to educate students to become veterinarians, awarded by the Canadian Veterinary Medical Association (CVMA) in collaboration with the American Veterinary Medical Association-Council on Education (AVMA/CVMA-COE).

"**Agreement**" means this agreement and its appendices.

"**CDVMP**" means the Collaborative Doctor of Veterinary Medicine Program. The CDVMP is a collaboration between Guelph and Lakehead, supported by the Province of Ontario, with the goal of training veterinarians to serve Northern Ontario, the agri-food industries, rural, remote, underserved areas, and Indigenous communities. The CDVMP is an academic program that comprises that part of the DVM degree program offered in partnership between Guelph and Lakehead.

"**DVM**" means the accredited Doctor of Veterinary Medicine degree delivered by Guelph through the OVC.

"**Externships**" means veterinary experiential learning conducted off campus with participating veterinarians.

"**Joint Steering Committee**" or "**JSC**" means the committee to be established by the Parties pursuant to this Agreement with the governance roles and responsibilities set out in this Agreement.

"**Lakehead cohort**" means students admitted to the CDVMP who complete Phases 1 and 2 at Lakehead-Thunder Bay, Phases 3 and 4 at Guelph. These students will complete the Rural Community Practice Stream in Phase 4 and, where possible, external placement opportunities in Northern Ontario.

"MCU" means the Ministry of Colleges and Universities.

"OMAFRA" means the Ontario Ministry of Agriculture, Food and Rural Affairs.

"**Northern cohort**" means students admitted to the CDVMP for fall 2025 and 2026 and any subsequent year thereafter if required, who complete Phases 1 through 4 at Guelph. These students will complete the Rural Community Practice Stream in Phase 4 and, where possible, external placement opportunities in Northern Ontario.

"**Northern Ontario**" means the Districts of Thunder Bay, Kenora, Rainy River, Algoma, Cochrane, Timiskaming, Greater Sudbury, Sudbury, Manitoulin, Parry Sound, and Nipissing, as defined by Statistics Canada.

"**Northern Ontario Resident**" means an individual who has lived in the Districts of Thunder Bay, Kenora, Rainy River, Algoma, Cochrane, Timiskaming, Greater Sudbury, Sudbury, Manitoulin, Parry Sound, and/or Nipissing for a minimum of 12 consecutive months prior to January 1 of the desired entry year, which cannot include time enrolled in or studying at post-secondary institutions.

"**OVC**" means the Ontario Veterinary College at the University of Guelph in Guelph, Ontario.

"**Party**" and "**Parties**" means each of or both of the parties to this Agreement, namely Guelph and Lakehead.

"**Personal Information**" or "**PI**" means personal and/or other confidential information in custody or control of either Party and includes all information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature that is identified as confidential and is disclosed by one Party to the other Party, either in a written document received from or belonging to the Party which is marked or identified as confidential, or that a reasonable person would consider to be or oral or visual information identified as confidential at the time of disclosure.

"**Proposal**" means the proposal submitted jointly by the Parties to the Government of Ontario, including the program delivery model and proposed capital and operational funding, in two parts dated January 19, 2022 (2+2 CDVMP model), and October 28, 2022 (capital and operating budget), excepting the start date contemplated in that proposal.

"**Phase**" means the academic year level of the CDVMP.

"**STEM**" means science, technology, engineering and math.

2. AGREEMENT CONTINGENT

Notwithstanding the provisions in the Agreement, including with respect to the term of the Agreement, the Agreement will not come into force unless and until the Province of Ontario ("Province") confirms that it will provide funding consistent with the Proposal.

3. TERM AND TERMINATION

3.1. The term of the Agreement commences on October 1, 2024 and runs for a period of five years to September 30, 2029 unless terminated or renewed by the Parties in accordance with this Section 3.

3.2. The Agreement may be terminated if: i) the CDVMP is not funded by the Province substantively as proposed; ii) by either Party for cause in the event of either Party engaging in activity that poses a risk to the CDVMP's accreditation or to either Party's reputation; iii) a material breach of the terms of this Agreement; iv) in the event of any dispute that is not resolved in accordance with the dispute resolution steps in Section 9 of this Agreement; upon written notice to the other Party, which termination will be effective at the conclusion of the academic year in which written notice of termination for cause is given.

3.3. In the event of termination as outlined in section 3.2, a teach out plan for existing CDVMP students will be developed that provides the highest chance of successful graduation of the students from an accredited program. This will require the students to complete their DVM program at the University of Guelph.

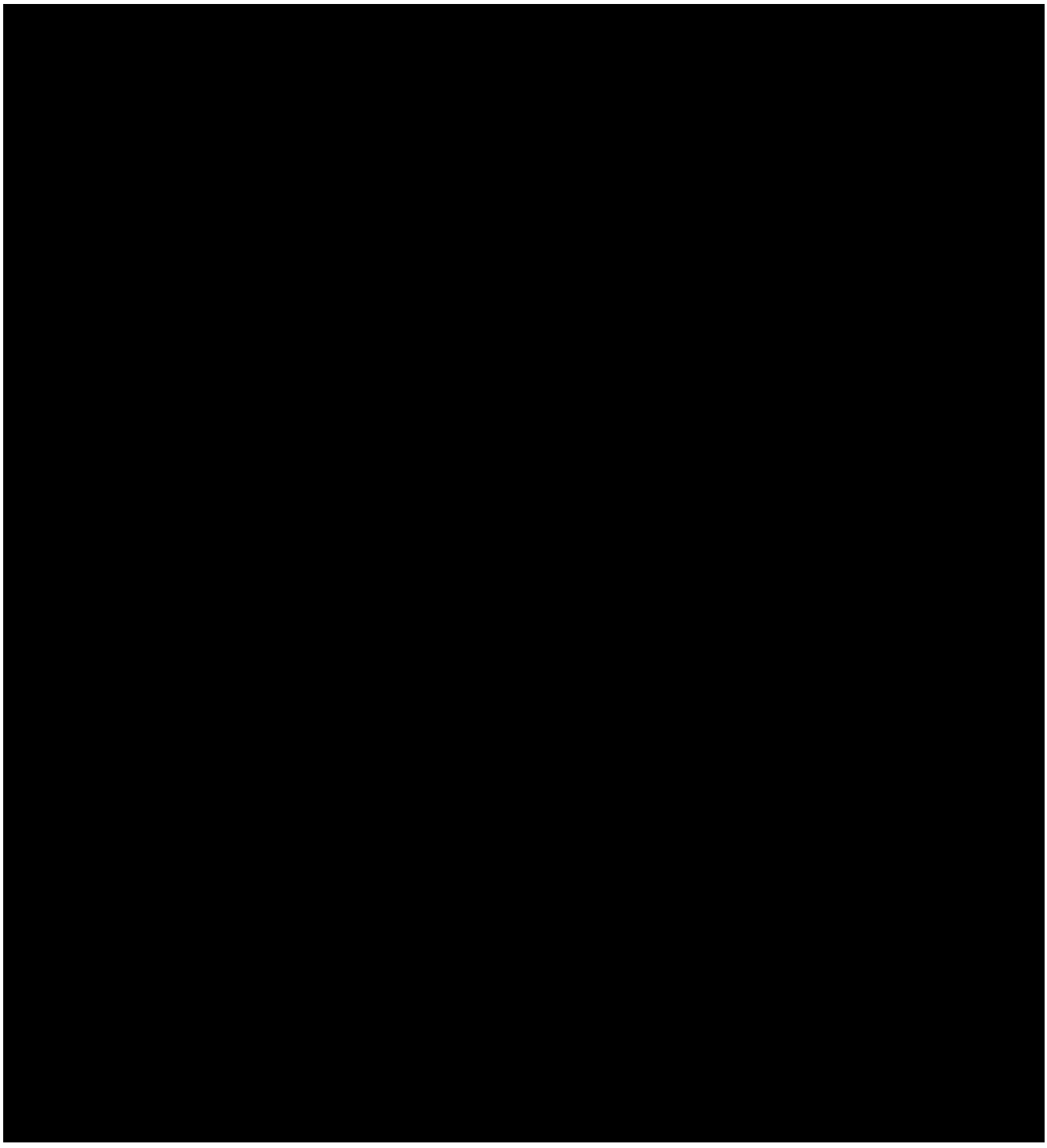
3.4. The Agreement may be renewed on the mutual written consent of the Parties.

4. SCOPE



5. GUIDING PRINCIPLES





6. GOVERNANCE





7. DELIVERY MODEL





8. FACULTY AND STAFF





9. DISPUTES

9.1. The Parties acknowledge and agree that it is desirable to use reasonable efforts to resolve disputes in a collaborative manner. This includes avoiding disputes by clearly articulating expectations to each other, establishing clear lines of communication, and respecting each Party's interests.

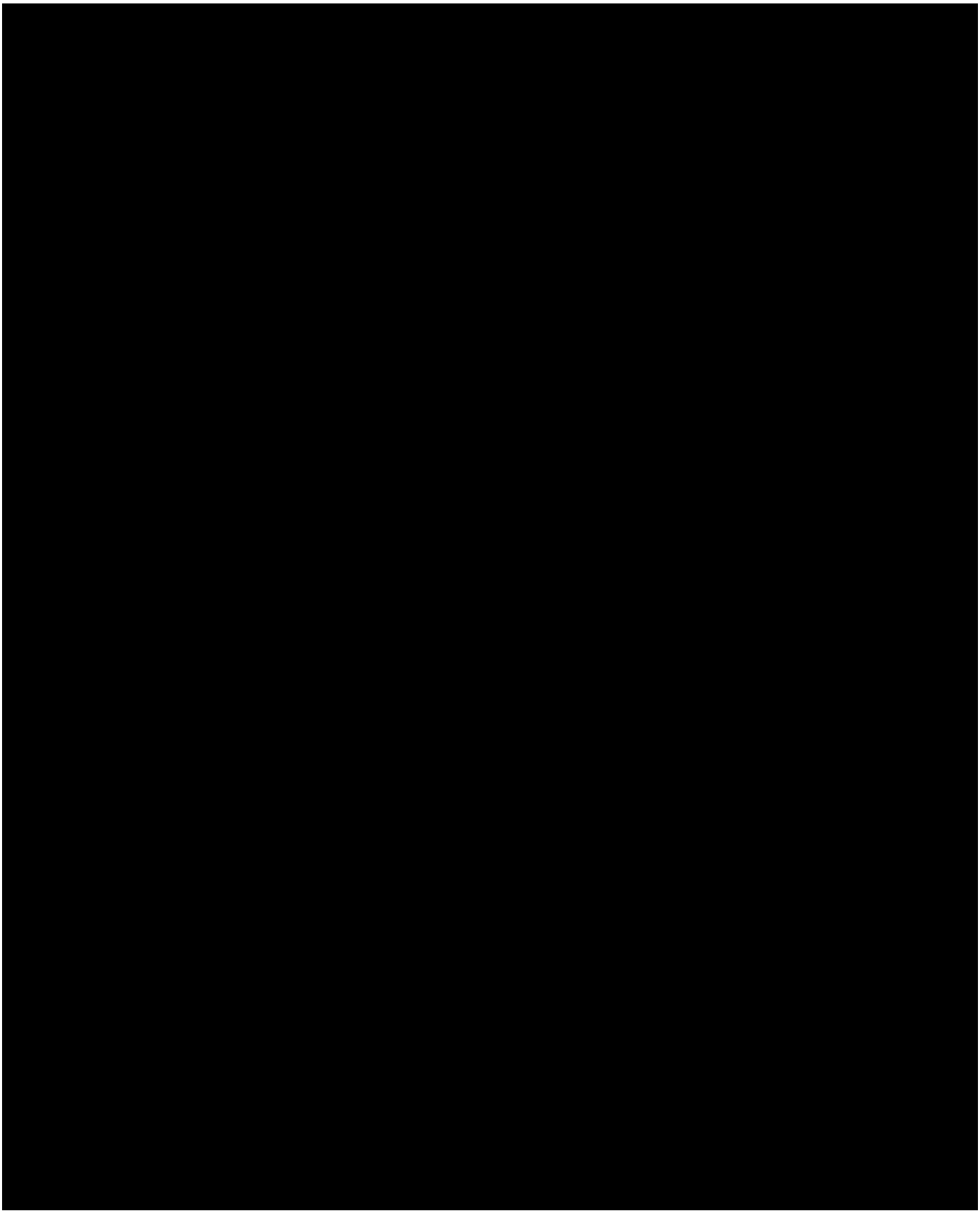
9.2. If a dispute is not resolved at the level at which it first arose in accordance with section 9.1 above within five (5) business days, the Parties shall refer the dispute to both the Provost and Vice-President (Academic) at Lakehead and the Provost and Vice-President (Academic) at Guelph. These individuals shall meet, by telephone, other virtual means, or in person, within fourteen days of the dispute being referred to them and shall use their best efforts to resolve the dispute between them.

9.3. If the dispute is not resolved in accordance with section 9.2 above within fourteen (14) days of an initial meeting between the Provost and Vice-President (Academic) at Lakehead and the Provost and Vice-President (Academic) at Guelph, the Provost and Vice-President (Academic) at Lakehead and the Provost and Vice-President (Academic) at Guelph will refer the dispute to the Presidents of each of the Parties. The Presidents shall meet, by telephone, other virtual means, or in person, as soon as reasonably practicable and shall use their best efforts to resolve the dispute between them.

9.4. If the dispute is not resolved in accordance with section 9.3 above within fourteen (14) days of an initial meeting between the Presidents, the Parties may exercise their rights under the termination provisions of this Agreement.

9.5. This dispute resolution process shall not affect or prejudice any Party from exercising any other rights or remedies it may have at law or in equity.

10. FINANCIAL STRUCTURE AND COMPENSATION





11. SCHOLARSHIPS AND AWARDS



12. ADVANCEMENT AND ALUMNI ENGAGEMENT

[redacted]

13. COMMUNICATIONS, MARKETING AND OUTREACH

[redacted]

[redacted]

14. INDEMNIFICATION AND INSURANCE

14.1. Each Party hereby agrees that it shall be responsible and liable for its own acts, omissions, negligence, and wilful misconduct and the acts, omissions, negligence, and wilful misconduct of its governors, directors, officers, agents, employees, and other representatives, arising from this Agreement.

14.2. Guelph will indemnify and hold harmless Lakehead, its Governors, directors, employees, students, agents, and volunteers against all actions, causes of action, suits, claims, demands, judgments, costs, damage and damages of any kind whatsoever, including reasonable legal fees, arising from the negligence or wilful misconduct of Guelph in relation to Guelph's obligations under this Agreement; and will include Lakehead as an additional insured with respect to this Agreement in Guelph's liability insurance policy.

14.3. Lakehead will indemnify and hold harmless Guelph, its Governors, directors, employees, students, agents, and volunteers against all actions, causes of action, suits, claims, demands, judgments, costs, damage and damages of any kind whatsoever, including reasonable legal fees, arising from the negligence or wilful misconduct of Lakehead in relation to Lakehead's obligations under this Agreement; and will include Guelph as an additional insured with respect to this Agreement in Lakehead's liability insurance policy.

14.4. Each Party shall, at its own expense during the performance of its obligations under this Agreement and afterward as necessary, maintain in force comprehensive general liability insurance and professional liability insurance (as applicable) for itself and its employees with limits of at least $5,000,000 (Cdn.) inclusive per occurrence to protect against liabilities arising from their actions or omissions relating to their obligations under this Agreement. The Parties agree to provide proof of their liability insurance policy upon reasonable request of the other Party.

14.5. In no event shall a Party be responsible to the other Party for any loss of profits, loss of revenue, loss of business or loss of business opportunity be they direct, consequential, incidental or special.

15. CONFIDENTIALITY

15.1. Unless a court or tribunal order or other legal obligation requires otherwise, the Parties may disclose Personal Information ("PI") only as follows:

15.1.1. the Parties disclose PI to each other and use PI only to the extent necessary to carry out their obligations under the Agreement; and

15.1.2. the Parties disclose PI only to their employees, agents, and subcontractors who need the PI to perform their job functions under this Agreement and only to the extent necessary for such performance and on condition that the PI will not be disclosed further.

15.2. The Parties will take reasonable measures to secure and withhold the PI from disclosure other than as permitted under this Agreement.

15.3. If a court or tribunal or other legal obligations compels a Party to disclose PI it has received from the other Party, the Party so compelled will give notice to the other Party that it has been compelled to do so, but that notice shall not delay or otherwise interfere with the compelled Party fulfilling its legal obligation.

15.4. The Parties understand and agree that, as public educational institutions, they are both bound by the *Freedom of Information and Protection of Privacy Act* (FIPPA) and other privacy legislation. The Parties acknowledge the responsibilities set out in that legislation and agree to adhere to that legislation.

16. GENERAL

[redacted]

16.2. Amendment to this Agreement: No cancellation, deletion, addition, modification of, amendment to, or any other change to this Agreement or any provision hereof will be effective or binding for any purpose unless specifically set forth in writing and executed by both Parties.

16.3. Notices: Any demand, notice, consent or other communication to be given in connection with this Agreement must be given in writing and must be given by personal delivery, courier, registered mail, electronic mail, or facsimile addressed to the recipient as follows:

To Lakehead: Attention: Dr. David Barnett, Provost & Vice President (Academic), Lakehead University, 955 Oliver Road, Thunder Bay, Ontario, P7B 5E1, Tel: (807) 343-8509, Fax: (807) 346-7920, E-mail: provost.barnett@lakeheadu.ca

With a copy to: Attention: Tara Hum, Legal Counsel, 955 Oliver Road, Thunder Bay, ON P7B 5E1, Email: lawclerk@lakeheadu.ca

To Guelph: Attention: Dr. Jeff Wichtel, Dean Ontario Veterinary College, University of Guelph, 50 Stone Road E, Guelph, Ontario N1G 2W1, Tel: (519) 824-4120 Ext. 54417, Email: jwichtel@uoguelph.ca

With a copy to: Attention: General Counsel, 50 Stone Road E, Guelph, Ontario N1G 2W1, Email: inquiries.olc@uoguelph.ca

or such other mailing address, facsimile number, electronic mail address, or individual as may be designated by notice by either Party to the other. Any such communication, if given by personal delivery, will be conclusively deemed to have been given on the day of actual delivery thereof or, if given by registered mail or courier, on the fifth Business Day following the deposit thereof in the mail or, if given by electronic mail, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

16.4. Ambiguities: This Agreement shall be deemed to be jointly prepared by the Parties, and any ambiguity herein shall not be construed for or against either Party.

16.5. Waivers: No Waiver of any provision of this Agreement is binding unless it is in writing and signed by both parties. No failure to exercise and no delay in exercising, any right or remedy, under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision.

16.6. Severability: The invalidity of any provision of this Agreement or any covenant herein contained or the unenforceability of the same against either Party shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against a Party.

16.7. Force Majeure: In the event that the performance of the obligations, or any one of them, under this Agreement is prevented by reason of Force Majeure, the Parties are released from their obligations and neither Party shall be responsible for any damages sustained or have further recourse against the other Party. Force Majeure shall mean fire, earthquake, hurricane, flood, Act of God or natural disasters, epidemics, pandemics, nuclear explosions, strikes, work stoppages, or other labour disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause which is beyond the control of the Parties.

16.8. Entire Agreement: This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereto and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, wither written or verbal.

16.9. Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

16.10. Further Assurances: Each Party shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

16.11. Legal Relationship of Parties: This Agreement does not create, and must not be construed to create, any express or implied relationship between the Parties of agency, employment or partnership. Nothing in this Agreement precludes Guelph from conducting its own recruitment at other universities, nor alters the eligibility of qualified students from universities other than Lakehead, regarding application to the Northern cohort, the Lakehead cohort or the province-wide admissions streams at OVC.

16.12. Governing Law: This Agreement is governed by and will be construed exclusively in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of Ontario have exclusive jurisdiction over all claims, disputes, and actions related to this Agreement and the Parties attorn to the jurisdiction of those courts.

16.13. Assignment: This Agreement is binding upon and shall enure to the benefit of each Party and their respective successors and permitted assigns. Neither Party shall assign, transfer, or pledge this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party.

- signature page to follow -

IN WITNESS WHEREOF the Parties have executed this MOU as of the date of last signature below.



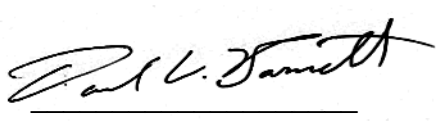
Dr. Rene Van Acker
Acting President and Vice-Chancellor
University of Guelph
Dated this 2 day of October, 2024



Dr. Gillian Siddall
President and Vice-Chancellor
Lakehead University
Dated this 3 day of October, 2024



Dr. Bill Rosehart
Provost and Vice-President Academic
University of Guelph
Dated this 2 day of October, 2024



Dr. David Barnett
Provost and Vice-President Academic
Lakehead University
Dated this 2 day of October, 2024

Schedule 1

The JSC will be composed of each of the following or their respective designates:

(a) Provost and Vice-President (Academic), Guelph;

(b) Provost and Vice-President (Academic), Lakehead;

(c) Dean, Ontario Veterinary College, Guelph;

(d) Dean, Faculty of Science and the Environmental Studies, Lakehead;

(e) Associate Dean Students and Academics, Ontario Veterinary College, Guelph;

(f) Chair, Department of Veterinary Science, Lakehead;

(g) Vice-President (Finance), Guelph;

(h) Vice-President (Administration & Finance), Lakehead;

(i) Executive Director of Strategy and Planning, Ontario Veterinary College, Guelph;

(j) Strategic Advisor to the President and Vice-Provost Institutional Planning and Analysis, Lakehead; and

(k) others as may be mutually agreed-upon by the Parties from time to time.