ARTICULATION AGREEMENT

THIS ARTICULATION AGREEMENT IS EXECUTED THIS
15TH DAY OF JUNE, 2019

BETWEEN

UNIVERSITY OF SASKATCHEWAN
AS REPRESENTED BY THE COLLEGE OF ENGINEERING

AND

SASKATCHEWAN POLYTECHNIC
AS REPRESENTED BY THE SCHOOL OF MINING, ENERGY, AND MANUFACTURING

1. PREAMBLE

This articulation agreement (hereinafter, the “Agreement”) is entered into between the University of Saskatchewan, on behalf of its College of Engineering, and Saskatchewan Polytechnic, on behalf of its School of Mining, Energy, and Manufacturing.

2. DEFINITIONS

For purposes of this Agreement:

“Academic Year” shall refer to a twelve-month period beginning May 1st of each year.

“Addendum” shall refer to any supporting documentation developed with the intent of formalizing additional terms, obligations, or information absent or amended within this ratified Agreement.

“Bachelor of Science in Engineering – Geological Engineering” shall refer to a specific academic program and major (Geological Engineering) offered by the College of Engineering at the University of Saskatchewan. In regard to composition, the Geological Engineering program, at the time of signing, contains 147 credit units.

“Mining Engineering Technology Program” shall refer to a specific academic program offered by the School of Mining, Energy, and Manufacturing at Saskatchewan Polytechnic. In regard to composition, the Mining Engineering Technology program, at the time of signing, consists of 35 mandatory courses.

“Party” shall refer to the University of Saskatchewan as represented by its College of Engineering, and Saskatchewan Polytechnic, as represented by its School of Mining, Energy, and Manufacturing, or, in plural form, both institutions.

“Term” shall refer to the period during which the Agreement is in effect, that is, from May 1, 2019 to June 30, 2020.
3. OBJECTIVES AND SCOPE

3.1 As articulated in the University of Saskatchewan Articulation and Transfer Credit Policy, the University of Saskatchewan recognizes that globally there has been an increase in cross-jurisdictional and inter-institutional student mobility and greater competition for post-secondary students.

3.2 The objective of this articulation agreement is to formalize a learning pathway and provide recognition of prior studies for graduates of the Mining Engineering Technology Program at Saskatchewan Polytechnic through the granting of block transfer credit that can be applied towards a Geological Engineering major in the Bachelor of Science in Engineering degree program at the University of Saskatchewan.

3.3 In compliance with the provisions contained in this Agreement, eligible graduates of the Mining Engineering Technology program at Saskatchewan Polytechnic will be able to be admitted, with advanced standing comprised of fifty-four (54) credit units, into a Bachelor of Science in Engineering degree program at the College of Engineering within the University of Saskatchewan. Once admitted, the College of Engineering will place them in the Geological Engineering major.

4. DURATION, WITHDRAWAL, AND TERMINATION

4.1 This articulation agreement is effective from May 1, 2019 to June 30, 2020 (hereinafter, the "Term"). Upon expiration, the Term may be renewed upon mutual agreement of the Parties.

4.2 Either Party may withdraw from, and subsequently terminate, this articulation agreement at any time for any reason by providing the other Party with written notice by the first day of January in any given academic year, to be in effect the following academic year.

4.3 Either Party may terminate this articulation agreement immediately in the event of a breach of any provision set forth in Section 8 ("Confidentiality") or Section 9 ("Intellectual Property") of the Agreement.

5. ORGANIZATION AND MANAGEMENT

5.1 The management of this Agreement will be the responsibility of the Associate Dean Academic, College of Engineering (University of Saskatchewan), and the Associate Dean, School of Mining, Energy, and Manufacturing (Saskatchewan Polytechnic).

5.2 To facilitate the effective management of the Agreement, both Parties shall identify the name and contact information for a primary and secondary representative at their respective institutions who will be designated as a representative for this Agreement.

5.3 Authority for implementation of this Agreement at the University of Saskatchewan will be delegated to the Office of Admissions and Transfer Credit who, in consultation with the College of Engineering, will facilitate the systematic granting of transfer credit.

5.4 Authority for implementation of this Agreement at Saskatchewan Polytechnic will be delegated
to the Office of Learner Pathways in consultation with the School of Mining, Energy, and Manufacturing.

5.5 The contents of and compliance with this Agreement will be reviewed on an annual basis by the Parties. During this review, Saskatchewan Polytechnic will provide the University of Saskatchewan with up-to-date course syllabi, names of instructors, and their respective credentials, for each course contained in the Mining Engineering Technology program.

5.6 During the Term, the University of Saskatchewan and Saskatchewan Polytechnic agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, employees, independent contractors and consultant, in connection with the Agreement, including without limitation to any legal fees, except as expressly specified herein or otherwise agreed upon in writing by the Parties.

6. ADDENDUMS TO THE AGREEMENT

6.1 For an Addendum to be considered executed, both Parties must ratify, by means of agreement and signature by institutional representatives with signing authority, the respective Addendum documentation.

6.2 The University of Saskatchewan, as represented by the College of Engineering, is responsible for the composition and maintenance of any Addendum documentation.

7. REQUIREMENTS, ARRANGEMENTS, AND RESPONSIBILITIES

7.1 Application Process. To be eligible for admission into the Bachelor of Science in Engineering – Geological Engineering degree program at the University of Saskatchewan, Saskatchewan Polytechnic students must successfully submit an application for admission, as well as all required documentation and application fees, to the Admissions and Transfer Credit Office, University of Saskatchewan, by the admission application and document deadline(s) each year.

7.2 Admission Requirements. To be eligible for admission into the Bachelor of Science in Engineering – Geological Engineering degree program at the University of Saskatchewan, Saskatchewan Polytechnic students must meet or exceed the following academic requirements:

7.2.1 Successful completion of Chemistry 30, Physics 30, and Pre-Calculus 30 (or alternate jurisdictional equivalents) at the high school-level, each with a minimum final grade of 70%; or

7.2.2 Successful completion of acceptable equivalents to Chemistry 30, Physics 30, and Pre-Calculus 30 (or alternate jurisdictional equivalents) at the university-level, each with a minimum final grade of 50%; and

7.2.3 Successful completion of the Mining Engineering Technology Program with a minimum overall diploma average of 70%;

7.2.4 Meet all general admission requirements at the University of Saskatchewan, including but not limited to adequate performance on English language proficiency tests, if
7.3 Admission Quotas. The College of Engineering will not limit the number of students who can be admitted into the Bachelor of Science in Engineering – Geological Engineering degree program via the provisions in this Agreement, provided the applicant meets all criteria set contained herein.

7.4 Course Deficiencies. Saskatchewan Polytechnic students who are admitted to the University of Saskatchewan via the provisions contained in this Agreement are required to complete specific courses prior to beginning their studies at the College of Engineering. At minimum, these students must obtain credit for CHEM 112 (or approved equivalents). It is also recommended that these students speak with an Academic Advisor in the College of Engineering to plan out their program of study. Other bridging program requirements may be recommended to students during the admission process at the University of Saskatchewan.

7.5 Program Placement. Saskatchewan Polytechnic students who are admitted to the University of Saskatchewan via the provisions contained in this Agreement will be admitted directly into the Bachelor of Science in Engineering degree program. Once admitted, the College of Engineering will place them in the Geological Engineering major.

8. ACADEMIC PROGRAMMING

8.1 Block Transfer Credit. The College of Engineering at the University of Saskatchewan agrees to recognize and grant the block transfer credit listed in Addendum 1 to students who successfully complete the Mining Engineering Technology Program at Saskatchewan Polytechnic and transfers to the College of Engineering at the University of Saskatchewan.

8.2 Block Transfer Credit Limitations. The block transfer credit listed in Addendum 1 can only be applied towards a Bachelor of Science in Engineering – Geological Engineering degree program. All block transfer credit will be revoked if, at any point during or after the university’s admission process, the student chooses to transfer to an alternative engineering major or university program. Students who transfer to an alternative engineering major are encouraged to speak with an academic advisor to request a case-by-case transfer credit evaluation.

8.3 Hiring and Remuneration. During the Term, the University of Saskatchewan and Saskatchewan Polytechnic retain the right and are responsible for the hiring and remuneration of their own instructors.

8.4 Licensure Requirements. During the Term, Saskatchewan Polytechnic is responsible for ensuring that at least one instructor assigned to teach courses delivering engineering design content (MINE 204, PROJ 287, PROJ 297) are licensed to practice engineering as an Engineer in Training (EIT) or Professional Engineer (P.Eng) in Canada.

8.5 Right to Refuse Credit. The University of Saskatchewan, under the direction of the Associate Dean Academic of the College of Engineering, retains the right to deny the granting of transfer credit for the first-year university engineering design course (GE 121) if and when Saskatchewan Polytechnic is not in compliance with clause 8.4 in this articulation agreement.
8.6 Tuition and Student Fees. During the Term, the University of Saskatchewan and Saskatchewan Polytechnic agree that each Party shall retain tuition and fees from the students registered in and taking courses at their respective institutions.

9. CONFIDENTIALITY

9.1 Confidential Information received by either Party shall be retained as strictly confidential unless disclosure is expressly permitted by prior written consent to the other Party or as may be required by provincial or federal law. Each Party shall advise the other promptly in writing if it receives a demand to disclose Confidential Information received in a manner that provides the other Party with an opportunity to access reasonable legal remedies to maintain the Confidential Information as confidential. With respect to protection of personal information and privacy, each Party shall comply with applicable law including The Local Authority Freedom of Information and Protection of Privacy Act or its equivalent legislation within their respective province. Each Party shall promptly notify the other upon discovery of loss or unauthorized disclosure of Confidential Information.

9.2 For the purposes of the preceding paragraph, “Confidential Information” means personal information within the meaning of The Local Authority Freedom of Information and Protection of Privacy Act and information relating to the financial, non-public affairs or proprietary information of the other Party and shall include any information specifically identified by either Party as confidential.

10. INTELLECTUAL PROPERTY

10.1 All copyright, patents, trade secrets, trademarks, or any other intellectual property ("Intellectual Property") owned by one Party prior to the date of the Agreement shall continue to be owned by that Party. Neither Party shall gain, by virtue of the Agreement, any Intellectual Property rights owned by the other. If the Parties decide to engage in joint development activities, the Parties shall, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and licence rights (if any) of any Intellectual Property that may be created. Any Intellectual Property created by one Party without the use of the Intellectual Property of the other Party shall remain the sole and exclusive Intellectual Property of the first Party.

11. GENERAL PROVISIONS

11.1 Relationship to the Parties. Neither the Agreement, nor any activities described in it, shall be construed as creating a legal partnership, joint venture, franchise, or other such relationship between the Parties. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent.

11.2 Amendments. Either Party may request changes to the Agreement. Any changes, modifications, revisions, or amendments to the Agreement that are mutually agreed upon by the Parties to the Agreement shall be incorporated by written instrument, as an Addendum, and shall be effective only when executed and signed by both Parties to the Agreement.
11.3 **Entire Agreement.** The Agreement, including any and all Addendums, constitutes the entire agreement between the Parties with respect to its subject-matter and merges all prior and contemporaneous communications, both written and oral, by and between both Parties.

11.4 **Severability.** Should any portion of the Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

12. **EFFECTIVE DATE AND SIGNATURE**

IN WITNESS WHEREOF, the Parties to the Agreement, through their duly authorized representatives, have caused the Agreement to be executed and in effect on the last date set forth below.

Saskatchewan Polytechnic

Per: ___________________________
For President, Saskatchewan Polytechnic

Per: ___________________________
For Provost, Saskatchewan Polytechnic

Per: ___________________________
Mr. Jamie Hills
Dean, School of Mining, Energy and Manufacturing

University of Saskatchewan

Per: ___________________________
For Chair, Board of Governors

Per: ___________________________
For Secretary, Board of Governors

Per: ___________________________
Dr. Suzanne Kresta
Dean, College of Engineering

______________________________
July 8, 2019
Date of Last Signature

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TCOM 102: Workplace Communication
TCOM 103: Technical Communication
TCOM 104: Applied Research in Technology
TERR 103: Terrain Evaluation
ADDENDUM 1
Block Transfer Credit

Block Transfer Credit. The College of Engineering at the University of Saskatchewan agrees to recognize and grant the block transfer credit listed below to students who successfully complete the Mining Engineering Technology Program at Saskatchewan Polytechnic between the 2017-18 and 2019-20 academic year and transfers to the College of Engineering at the University of Saskatchewan by the 2020-21 academic year.

Block Transfer Credit Limitations. The block transfer credit listed in Addendum 1 can only be applied towards a Bachelor of Science in Engineering – Geological Engineering degree program. All block transfer credit will be revoked if, at any point during or after the university's admission process, the student chooses to change their major to an alternative engineering major or university program.

**Saskatchewan Polytechnic Courses**
- CALC 100: Integral Calculus
- CAMP 105: Survey Camp
- DRFT 105: Computer Aided Drafting
- ELEC 279: Basic Electricity
- ENGM 100: Applied Mechanics
- FMEC 200: Fluid Mechanics
- FMEC 201: Fluid Mechanics Lab
- GEOL 101: Introduction to Mineralogy & Ore Deposits
- GEOL 200: Geophysical Data Collection & Analysis
- GRND 200: Introduction to Rock Mechanics & Ground Control
- GRND 201: Ground Control Design
- GRND 202: Introduction to Rock Mechanics & Ground Control Lab
- MATH 182: Mathematics
- MINE 106: Mine Safety
- MINE 107: Mining Concepts
- MINE 108: Ore Transportation & Processing
- MINE 109: Soils and Concrete
- MINE 110: Computer Applications in Mining
- MINE 201: Mining Methods
- MINE 202: Mining Hydrology & Environmental Management
- MINE 203: Blasting
- MINE 204: Mine Design & Planning
- MINE 205: 3D Drafting & Underground Software
- MVNT 200: Mine Ventilation
- MVNT 201: Mine Ventilation Planning & Design
- PROJ 287: Project Management
- PROJ 297: Project
- SEM 101: Technology Seminars
- SRVY 120: Surveying 1
- SRVY 123: Surveying 2
- SRVY 206: Underground Surveying

**University of Saskatchewan Block Credit**
- CE 202: Spatial Analysis and Design
- CE 225: Fluid Mechanics
- CE 271: Survey Camp
- CE 319: Hydrology
- GE 121: Engineering Design
- GEOE 218: Engineering Geology
- GEOE 315: Rock Mechanics
- GEOE 377: Fundamentals of Mining & Mineral Processing
- GEOE 380: Mine Ventilation
- GEOE 430: Drill, Blast, & Excavate
- GEOE 431: Mine Design
- GEOL 121: Earth Processes
- GEOE SR.3: General Senior Credit (applied towards Group B Elective requirement)
- MATH 123: Calculus I for Engineers
- MATH 124: Calculus II for Engineers
- PHYS 155: Electricity and Magnetism
- RCM 300.3: Effective Professional Communication