



## UNIVERSITY OF KING'S COLLEGE

### **THE ROYAL CHARTER**

(Granted May 12, 1802)

### **KING'S COLLEGE ACT**

**Chapter 44, Acts of 1998**

**Nova Scotia**

(December 1998)

### **The ROLE OF THE UNIVERSITY**

(March 1993, with revisions, August 1993)

### **ARTICLES of ASSOCIATION BETWEEN the GOVERNORS OF KING'S COLLEGE and the GOVERNORS OF DALHOUSIE COLLEGE**

(1923, as amended and consolidated 1954, and with the Dalhousie-King's Convention 1959)

### **MEMORANDUM OF UNDERSTANDING**

**between the University of King's College and Dalhousie University concerning the  
representation of each on the Board of Governors of the Other**

(April 26, 1995, with a letter dated February 23, 1998 containing the motion of the  
Dalhousie Senate of February 21, 1995)

### **AGREEMENT Constituting the ATLANTIC SCHOOL OF THEOLOGY**

(March 1971, with amendment of October 1971, with amendment of October 1991,  
with amendment of March 2002)

### **An ACT to INCORPORATE ATLANTIC SCHOOL OF THEOLOGY**

(June 1974)

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## THE ROYAL CHARTER<sup>1</sup>

George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the ffaith **To all** to whom these presents shall come Greeting **Whereas We** have declared our Royal intention to establish within our Province of Nova Scotia in North America a College for the education of Youth in the Principles of true religion and for their instruction in the different branches of Science and Literature which are taught at our Universities in this Kingdom **And whereas** the Sum of ffour thousand Pounds granted by our Parliament in that part of our United Kingdom called Great Britain hath been applied in erecting a suitable Building within the Town of Windsor in our said Province on a piece of Land which had been purchased by means of a Grant of the General Assembly of our said Province for that purpose **And whereas** the said Building hath been fitted for the residence of Professors and Students and an endowment of ffour hundred Pounds Currency of that Province (equal to Three hundred and Sixty Pounds British sterling) Per Annum hath been granted for the support thereof by the said General Assembly **And whereas** humble application hath been made to us by many of our loving Subjects in our said Province that We would be pleased to grant our Royal Charter for the more perfect establishment of the said College and for incorporating the Members thereof for the purposes aforesaid and for such further endowment thereof as to us should seem meet We have taken the premises into our Royal consideration and duly weighing the great utility and importance of such an institution are willing and desirous to condescend to their request **Know ye** therefore that **We** of our especial Grace certain knowledge and mere motion **Have** Willed Ordained and Granted and Do<sup>2</sup> by these Presents for Us our Heirs and Successors Will Ordain and Grant that upon the said land and in the building or buildings so erected or to be erected thereon **at** our Town of Windsor in our said Province of Nova Scotia there shall be established from this time One College the Mother of an University for the education and instruction of Youth and Students in Arts and ffaculties to continue forever and to be called **Kings College** and that our trusty and welbeloved Sir John Wentworth Baronet Lieutenant Governor of our said Province or the Governor or Lieutenant Governor of our said Province for the time being the Right Reverend ffather in God Charles Inglis Bishop of the Diocese of Nova Scotia or the Bishop of the said Diocese for the time being our trusty and welbeloved Samuel Salter Blowers Chief Justice of our said Province of Nova Scotia or the Chief Justice of our said Province for the time being Our trusty and welbeloved Alexander Croke Judge of our Court of Vice Admiralty in Nova Scotia or the Judge of our Court of Vice Admiralty in our said Province for the time being our trusty and welbeloved Richard John Uniacke Speaker of our House of Assembly and Attorney General of our said Province of Nova Scotia or the Speaker of our House of Assembly and the Attorney General for our said Province severally for the time being our trusty and welbeloved James Stewart Solicitor General for our said Province of Nova Scotia or the Solicitor General of our said Province for the time being our trusty and welbeloved Benning Wentworth Secretary of our said Province of Nova Scotia or the Secretary of our said Province for the time being together with such other person or persons as shall be elected in manner herein-after mentioned shall be Governors of the said College and that the said College shall consist of one President three or more ffellows and Professors and twelve or more Scholars at such Salaries and subject to such Provisions Regulations Limitations Rules

<sup>1</sup> Collated with the original, preserved in the College Library.

<sup>2</sup> “Do” interlined in the original.

Qualifications and Restrictions as shall hereafter be appointed by the Statutes Rules and Ordinances of the said College and until such Statutes Rules and Ordinances shall have been framed subject in all respects to the Orders and directions and eligible and removable at the pleasure of the said Governors or of the major part of them And that the said Governors or the major part of them shall have the Power of electing the President of the said College for the time being to be a Governor of the said College And also of electing any other Person or Persons not exceeding three in number subject to such Regulations as shall be appointed by the Statutes Rules and Ordinances of the said College to be a Governor or Governors of the said College And We do by these Presents for us our Heirs and Successors will ordain and grant that the said Governors President and ffellows and their Successors for ever shall be one distinct and separate body Politic and Corporate in Deed and in Name by the Name and Style of **“The Governors President and Fellows of Kings College at Windsor in the Province of Nova Scotia”** And that by the same name they shall have perpetual succession and a Common Seal and that they and their Successors shall from time to time have full power to break alter make new or change such Common Seal at their Will and Pleasure and as shall be found expedient and that by the same name the said Governors President and ffellows and their Successors from time to time and all times hereafter shall be a Body Politic and Corporate in Deed and in Law and be able and capable to have take receive purchase acquire hold possess enjoy and retain **And We** do hereby for Us and Heirs and Successors give and grant full authority and free licence to them and their Successors by the name aforesaid to have take receive purchase acquire hold possess enjoy<sup>3</sup> and retain to and for the use of the said College notwithstanding any Statutes or Statute of Mortmain any Manors Rectories Advowsons Messuages Lands Tenements Rents and Hereditaments of what kind nature or quality (soever so as that the same do not exceed in yearly value the Sum of Six thousand Pounds above all charges) **And Moreover** to take purchase acquire have hold enjoy receive possess and retain notwithstanding any such Statute or Statutes to the contrary all or any Goods Chattels Charitable and other Contributions Gifts and Benefactions whatsoever And that the said Governors President and ffellows and their Successors by the same name shall and may be able and capable in law to sue and be sued implead and be impleaded answer and be answered in all or any Court or Courts of Record or Places of Judicature within our United Kingdom of Great Britain and Ireland And our said Province of Nova Scotia and other our **Dominions** and in all and singular Actions Causes Pleas Suits Matters and Demands whatsoever of what kind and nature or sort soever in as large ample and beneficial manner and form as any other Body Politic and Corporate or any other our Liege Subjects being Persons able and capable in law may or can have take purchase receive hold possess enjoy retain sue implead or answer or be sued impleaded or answered in any manner whatsoever **And We** do by these Presents for Us Our Heirs and Successors will ordain and grant that the Governors of the said College or the major part of them shall have power and authority to frame and make Statutes Rules and Ordinances touching and concerning the good Government of the said College the performance of Divine Service therein the Studies Lectures Exercises Degrees in Arts and ffaculties and all matters regarding the same the election qualification and residence of the President ffellows and Scholars the management of the Revenues and Property of the said College the Salaries Stipends and Provision for the President ffellows Scholars and Officers of the said College And also touching and concerning any other matter or thing which to them shall seem good fit useful and agreeable to this our Charter And also from time to time to revoke augment or alter all every or any of the said Statutes Rules and Ordinances as to them or the major part of them shall seem meet and expedient **Provided** that the said Statutes Rules and Ordinances or any or them shall not be repugnant to the Laws and Statutes of this our Realm And of our said Province of Nova Scotia **Provided also** that the said Statutes Rules and Ordinances or any revocation augmentation or alteration thereof be subject to the approbation of

<sup>3</sup> “Enjoy” interlined in the original.

the Lord Archbishop of Canterbury for the time being and shall be forthwith transmitted to the said Lord Archbishop for that purpose and that in case the said Lord Archbishop shall signify in writing his disapprobation thereof within three years of the time of their being so made and framed or of their being so revoked augmented or altered the same or such part thereof as shall be so disapproved by the said Lord Archbishop shall from the time of such disapprobation being made known be utterly void and of no effect but otherwise shall be and remain in full force and virtue **And We** do hereby for Us our Heirs and Successors charge and command that the Statutes Rules and Ordinances aforesaid subject to the said Provisions shall be strictly and inviolably observed kept and performed from time to time so long as they shall respectively remain in full vigour and effect under the Penalties to be thereby or therein inflicted or contained **And We** do by these Presents for Us our Heirs and Successors will order direct and appoint that the said Lord Archbishop of Canterbury for the time being shall be Patron of the said College and the Bishop of Nova Scotia for the time being shall be Visitor of the said College **And We** do further Will ordain and grant that the said College shall be deemed and taken to be an University and shall have and enjoy all such and the like Privileges as are enjoyed by our Universities in our United Kingdom of Great Britain and Ireland as far as the same are capable of being had and enjoyed by virtue of these our Letters Patent And that the Students of the said College shall have liberty and faculty of taking the Degrees of Bachelor Master and Doctor in the several Arts and faculties at the appointed times and shall have liberty within themselves of performing all scholastic Exercises for the conferring such Degrees in such manner as shall be directed by the Statutes Rules and Ordinances of the said College **And We** Will and by these Presents for Us our Heirs and Successors Do grant and declare that these our Letters Patent or the Inrolment or Exemplification thereof shall and may be good firm valid sufficient and effectual in the Law according to the true intent and meaning of the same And shall be taken construed and adjudged in the most favorable and beneficial sense for the best advantage of the said Governors President and fellows of the said College at Windsor aforesaid as well in all our Courts of Record as elsewhere and by all and singular Judges Justices Officers Ministers and other Subjects whatsoever of Us our Heirs and Successors any misrecital non-recital omission imperfection defect matter cause or thing whatsoever to the contrary thereof in any wise notwithstanding without fine or fee great or small to be for the same in any manner rendered done or paid to us in our Hanaper or elsewhere to our use **And lastly Wee** do hereby promise and declare for Us Our Heirs and Successors that We and they shall and will at all times hereafter give and grant to the aforesaid Governors President and fellows and their Successors such other reasonable Powers and Authorities as may be necessary for the Government of the said College and the more effectual execution of the Premises **In Witness** whereof We have caused these our Letters to be made Patent **Witness** Ourself at Westminster the twelfth day of May in the forty-second year of our Reign.

By Writ of Privy Seal

Bathurst and Bathurst

# BILL NO. 75

(as amended)



*1st Session, 57th General Assembly  
Nova Scotia  
47 Elizabeth II, 1998*

Private Bill

## King's College Act

CHAPTER 44 OF THE ACTS OF 1998

Peter Delefos  
Halifax Citadel

[First Reading](#): November 16, 1998

Second Reading: November 17, 1998

[Third Reading](#): November 26, 1998 (WITH COMMITTEE AMENDMENTS)

Royal Assent: December 3, 1998

# An Act to Continue the Board of Governors of the University of King's College

Be it enacted by the Governor and Assembly as follows:

1. This Act may be cited as the *King's College Act*.
2. In this Act,
  - 1) "Alumni Association" means the Alumni Association of King's College;
  - 2) "Board" means the Board of Governors of the University of King's College, incorporated by Chapter 4 of the Acts of 1789;
  - 3) "Faculty" means the librarian and those persons who are appointed as the full-time teaching faculty of the University, including professors, associate professors, assistant professors, lecturers and senior fellows;
  - 4) "Student Union" means the Society of the Students' Union of the University of King's College, incorporated pursuant to the *Societies Act*;
  - 5) "University" means the University of King's College;
  - 6) "Visitor" means the Bishop of the Diocese of Nova Scotia.
3. The Board of Governors of the University of King's College is hereby continued as a body corporate.
4. The objects of the Board are to conduct, govern and operate the University.
5. The Board has all the powers of a natural person and, without restricting the generality of the foregoing, may
  - 1) acquire, hold, occupy, enjoy, lease, mortgage, sell and convey real and personal property;
  - 2) borrow money on the credit of the Board and give security therefor;
  - 3) make by-laws, rules and regulations
    - i. for the conduct of its business and affairs,
    - ii. for the calling and conduct of meetings,
    - iii. for the appointment of committees and prescribing their powers and duties,
    - iv. respecting the appointment, terms of office, duties and removal of professors, instructors and other servants and agents, both academic and administrative,
    - v. respecting the instruction, discipline and government of students, and
    - vi. respecting any other matter or thing in respect of which the Board has power or authority;
  - 4) enter into an agreement with any university, college, school or other institution of learning or with any other person, body or corporation, whether public or private, respecting co-operation in the exercise of any rights, powers, privileges or functions of a university.
6.
  1. On the coming into force of this Act until July 1, 1999, the Board is constituted as provided by Chapter 106 of the Acts of 1960.
  2. On and after July 1, 1999, the Board consists of
    - i. the Chancellor of the University;
    - ii. the President of the University;
    - iii. the Vice-president of the University;
    - iv. the Treasurer of the Board;

- v. the Secretary of the Board;
  - vi. the Bishop of the Diocese of Nova Scotia or the representative of the Bishop of the Diocese of Nova Scotia;
  - vii. the Bishop of the Diocese of Fredericton or the representative of the Bishop of the Diocese of Fredericton;
  - viii. four persons elected by the Diocesan Synod of Nova Scotia or such other body as may be designated by that Synod and the Diocesan Synod of Fredericton or such other body as may be designated by that Synod, the ratio of representatives from each diocese to be determined by the two dioceses;
  - ix. the President of the Alumni Association;
  - x. three persons elected by the Alumni Association;
  - xi. four Faculty representatives elected by the Faculty;
  - xii. the President of the Student Union;
  - xiii. two student representatives elected by the Student Union; and
  - xiv. not more than eight persons elected by the Board for such terms as the Board determines.
3. Notwithstanding a vacancy in the Board, the remaining members of the Board may exercise all the powers, rights and privileges of the Board and the vacancy does not affect the corporate capacity of the Board.
- 7.
- 1) Each member of the Board elected pursuant to clauses 6(2)(h), (j) and (k)
    - i. holds office for a term of two years; and
    - ii. is eligible for re-election.
  - 2) Each member of the Board elected pursuant to clauses 6(2)(h) and (j) shall be elected at the respective general meetings of the Synods and the Alumni Association or, where the election is by a body designated by a Synod, at a meeting of that body.
  - 3) The elections of members of the Board pursuant to clauses 6(2)(h) and (j) shall be so conducted and arranged that the terms of office of one half of the members chosen by each of the bodies referred to in those clauses expire each year, except that, where a Synod is entitled to elect an uneven number of members in excess of one, those elections shall be so conducted and arranged that the term of office of at least one of those members expires each year.
  - 4) The members of the Board elected by the Faculty shall be elected annually by a majority vote of those present at the first meeting in each academic session called by the Chair of Faculty in such manner that the term of office of at least one of those members expires each year.
  - 5) Each member of the Board elected by the Students' Union
    - i. holds office for a term of one year;
    - ii. shall be elected at the time of the annual election of the Executive Officers of the King's Students' Union; and
    - iii. is eligible for re-election.
8. Where a member of the Board who has been elected pursuant to clause 6(2)(h), (j), (k) or (m)
- i. ceases to be a member of the Board for any reason other than expiry of that member's term of office, the Executive Committee of the body that elected that member may appoint a person to be a member of the Board for the balance of the term of the member who has so ceased to be a member of the Board; or



- ii. ceases to be a member of the body that elected that member, that member ceases to be a member of the Board.
- 9.
  - 1) The members of the Board shall elect from their number a Chair for a three-year term.
  - 2) A member of the Board may be re-elected as Chair.
  - 3) Where a person is Chair and ceases to be a member of the Board, that person continues to be Chair until that person's term of office as Chair expires or otherwise terminates.
  - 4) Where, for any reason, a person ceases to be Chair before the expiry of that person's term of office as Chair, the members of the Board shall elect from their number a person to be Chair for the balance of that term of office.
- 10. The Royal Charter, bearing date May 12, 1802, granted by His Majesty King George III, authorizing the "Governors, President and Fellows of King's College at Windsor in the Province of Nova Scotia" to confer degrees, is not affected by this Act, except in so far as may be necessary to give effect to this Act.
- 11. It is the exclusive role of the Visitor
  - i. to keep informed with respect to the affairs of the University;
  - ii. to provide counsel as the Visitor deems appropriate; and
  - iii. to administer the Visitor's fund.
- 12. For greater certainty, each person who is, immediately before July 1, 1999, a member of the Board by reason of being elected to the Board pursuant to Chapter 106 or by reason of holding an office that is not referred to in subsection 6(1) ceases to be a member of the Board on July 1, 1999, but is not disqualified, by reason only of being a member of the Board immediately before July 1, 1999, from being elected to the Board pursuant to this Act and being a member of the Board at any time on or after July 1, 1999.
- 13. Chapter 106 is repealed.

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## ROLE OF THE UNIVERSITY<sup>4</sup>

The University of King's College defines its role as follows:

- i. to remain a small, undergraduate college, working in the Humanities, Social Sciences, Science and Journalism. The special character of King's is in part due to the concentration of scholarly interest in the western intellectual and cultural tradition; in part to the interdisciplinary approach, involving team teaching, which is a feature of the Foundation Year and Contemporary Studies Programmes; and in part to the counterbalancing presence in the College of its School of Journalism, with its intensely practical mission of preparing King's students to work in contemporary print and broadcast media.
- ii. to contribute to the intellectual life of both Dalhousie and King's, and to the quality of undergraduate and graduate education at both institutions, through members of faculty appointed by King's to departments in the joint Dalhousie-King's College of Arts and Science, through a shared library acquisitions policy, and through the activities of the King's Institute for Advanced Study.
- iii. to teach undergraduates the western intellectual and cultural tradition, and to stimulate concentrated reflection upon the tradition, through teaching and scholarship associated with the Foundation Year Programme.
- iv. to provide undergraduates with an interdisciplinary yet integrated introduction to the study of the contemporary world and to stimulate concentrated reflection on contemporary phenomena, through teaching and scholarship associated with the Contemporary Studies Programme.
- v. to teach the techniques and subject matter of Journalism and associated fields, thereby preparing King's graduates for the practice of Journalism in the changing, complex and increasingly diverse contemporary world.
- vi. within the limitations of King's Divinity Endowment, to support divinity education at the Atlantic School of Theology, and to support the scholarly interests of King's faculty and students in the history of Theology.
- vii. Given King's long history in relation to the Anglican Church and also to Maritime literature and culture, and given the extraordinary character of its rare book collection, to ensure that this collection, together with other gifts and artifacts, is preserved, augmented where possible, and made fully accessible to scholars and general public alike.
- viii. to provide and maintain residence and other facilities necessary to ensure that undergraduates at King's will continue to enjoy the sense of community and active participation which has always been a great strength of the College.
- ix. to serve Nova Scotia and Canada through teaching and scholarship.
- x. to contribute to scholarship and research through the work of individual members of faculty and through the interdisciplinary activities of the King's Institute for Advanced Study.

<sup>4</sup>The Role and Planned Capacity Statement, March 1993 with revisions, August 1993  
Submitted to the Nova Scotia Council on Higher Education and the Maritime Provinces Higher Education Commission

- xi. to contribute to the life of the wider community, through public lectures, community journalism, cultural events, the ministry of the King's Chapel, the work of the Helen Creighton Memorial Foundation, the King's Heritage Society, and in other ways.

## ARTICLES OF ASSOCIATION

THIS AGREEMENT made this first day of September in the year of our Lord One Thousand Nine Hundred and Twenty-three.

BETWEEN

THE GOVERNORS OF KING'S COLLEGE, WINDSOR, a body corporate under the provisions of Chapter 66 of the Acts of the Legislature of Nova Scotia for the year 1853, (hereinafter referred to as "King's College or King's") of the One Part

AND

THE GOVERNORS OF DALHOUSIE COLLEGE, HALIFAX, a body corporate under the provisions of Chapter 24 of the Acts of the Legislature of Nova Scotia for the year 1863 (hereinafter referred to as "Dalhousie") of the Other Part.

WHEREAS the University of King's College situate at Windsor in the Province of Nova Scotia was founded in the year 1789 and in the year 1802 was, by Royal Charter endowed with university powers and has since the said date to the present time functioned as a university granting degrees in Arts, Science, Law and Theology, and by said Chapter 66 was incorporated as aforesaid as a body politic and corporate having a common seal and succession forever under the names of "Governors of King's College, Windsor," and so incorporated was granted all the usual privileges of a university with the powers of administration necessary for the management of its affairs and executing the purposes of its foundation.

AND WHEREAS Dalhousie University was, in the year 1818 at the instance of Lord Dalhousie, then Governor of the Province of Nova Scotia, established in the City of Halifax in said Province where it has since exercised the usual powers and privileges of a university for the study of Arts and Science, as well as giving instruction in the professional courses of Law and Medicine, and by Chapter 24 of the Acts of the Legislature of the Province of Nova Scotia for the year 1863, the Board of Governors of the said University were created a body corporate under the name and style of the "Governors of Dalhousie College, Halifax", with the powers necessary for the conduct of the affairs of the said University and the carrying out of the objects of its foundation

AND WHEREAS there are in the Maritime Provinces of Canada other institutions of learning having and exercising university powers and privileges in addition to the institutions of learning first above named

AND WHEREAS it has for a long time been thought by many interested in scholastic and professional education in the said Maritime Provinces that the circumstances existing in such Provinces render it expedient that some method be adopted by which such educational work might be carried on with greater efficiency than is possible under present conditions

AND WHEREAS it is thought by the parties to These Presents that the cause of higher education in the Maritime Provinces would be much advanced by the adoption of a scheme of federation in which the resources of the various existing institutions of learning may be so combined that the duplication of effort incident to the maintenance of a number of colleges and universities might be avoided and an institution established capable of supplying the requirements of the people and at the same time

preserving, so far as possible, the traditions of the constituent colleges

AND WHEREAS commissioners appointed by the Carnegie Corporation of New York to investigate and report upon the educational resources and needs of the institutions of higher learning in the Maritime Provinces of Canada in a report to the said Carnegie Corporation recommended the federation at Halifax aforesaid of the said institutions of higher learning

AND WHEREAS from time to time various efforts have been made to promote some scheme of federation and particularly at a conference of the representatives of the various institutions held at Halifax, December 12th, A.D. 1922, a plan of federation was unanimously agreed to contingent upon the acceptance of the same by the authorities of the various institutions having power in that behalf and the obtaining of adequate government or other financial assistance

AND WHEREAS it is found to be at present not practicable to bring a completed federation of all the said institutions as proposed in said plan contingently agreed upon as aforesaid

NOW THEREFORE the parties to this Agreement having in view the considerations above set out and desiring to promote and as a step toward such federation and in the hope that the same may ultimately be established, have agreed upon the terms of association hereto attached, the same to be binding on the parties hereto until the consummation of a further federation of the existing colleges, institutions and universities upon the basis proposed by the representatives at the conference above referred to or upon some other basis of union or confederation which may be hereafter agreed to.

1. King's shall remove from Windsor to Halifax, and locate on the Dalhousie campus, or on a site adjacent and convenient thereto.
2. King's shall erect whatever buildings it considers desirable or necessary for the housing of the students enrolled with it, for the teaching of Divinity and such first year Arts classes as are referred to in Section 18, and for devotional and recreational purposes. The general architectural features (type of architecture, materials, etc.) if erected on the Dalhousie campus, shall be in keeping with the buildings already erected at Studley, and meet with the approval of the consulting architects of Dalhousie University.
3. Nothing in these Terms of Association shall affect the right of King's to the absolute control or disposal of its present buildings and grounds at Windsor.
4. <sup>5</sup>\*King's shall transfer to Dalhousie its library collections other than those in Divinity, except such as may be set apart by the Dalhousie University Librarian for the library of the residence of King's. All books retained in the University Library shall be catalogued and marked as the property of King's.
5. King's shall transfer to Dalhousie all its scientific apparatus and collections, with an inventory thereof.
6. King's shall hold and administer all its present funds and endowments and any additions which may be made thereto.
7. The Carnegie Corporation shall be asked to transfer to a trustee, to be mutually agreed upon by King's and Dalhousie, any moneys which it may give to King's for the joint benefit of King's and Dalhousie. The form of the Deed of Trust shall meet with the approval of the Governing Boards of King's and Dalhousie. Such Deed of Trust shall contain the provision that should King's involuntarily cease to function continuously

\*This paragraph cancelled by mutual agreement.

according to these proposed Terms of Association such trust fund is to become the absolute property of Dalhousie.

8. King's shall apply the income from all funds it may receive in the future for endowment of instruction in other than Divinity for the joint benefit of Dalhousie and King's.
9. King's shall have absolute control over the appointment and payment of its administrative and executive officers, its staff in Divinity, and all necessary employees for the maintenance of its buildings and grounds.
10. King's shall retain its corporate entity with its desired form of government and its name.
11. King's shall hold in abeyance its power of granting degrees except in Divinity.
12. King's shall hold its present funds and endowment intact and expend only the income arising therefrom.
13. King's may use all or part of the income arising from its present funds and endowment, not now expended for the teaching of Divinity, for administrative and maintenance purposes, or for further teaching in Divinity.
14. King's shall use the income from the funds it may receive from the Carnegie Corporation, as under Section 7, and until such funds are received the amount given by the Corporation as an annual equivalent, for the payment of professors or Instructors in Arts (as opposed to Science) subjects.
15. No appointment of any professor or instructor, except in Divinity, on the foundation of King's, shall be made by King's until the approval of the Board of Governors of Dalhousie University of the proposed appointee shall have first been secured.
16. The departments in which such professors or instructors may be appointed shall be determined, firstly, by the need for enlargement of the staff of the present departments of Dalhousie University to take care of the combined student body of Dalhousie and King's, and, secondly, by the provision of departments not now existing, or inadequately existing, therein. The following are the most needed appointments based on these criteria at the present time, (1) Classics, (2) Moderns, (3) English and Rhetoric, (4) English Language and Literature, (5) Mathematics, (6) History, (7) Economics (and Sociology), (8) Applied Economics, (9) Mathematical Physics, (10) Psychology, (11) Pedagogy, (12) Librarian, (13) Sociology, (14) Accounting, (15) Commerce (Law), (16) Romance Languages, (17) Canadian History, (18) Philosophy.
17. The same scale of salaries as may from time to time prevail in Dalhousie University shall be adopted by King's for all appointees on the foundation of King's except in Divinity.
18. All the classes in the Faculty of Arts and Science given by the staff of Dalhousie University and all the classes given by the staff on the foundation of King's except in Divinity, shall be open on equal terms, to the students of Dalhousie and King's except that the Arts staff supported on the foundation of King's may give instruction to the first year students of King's only in Latin, French, English, Mathematics and History to the exclusion of other students.
19. The curriculum and academic regulation of the Faculty of Arts and Science of Dalhousie University shall govern the work given by the staff on the foundation of King's, except in Divinity, and the first year work, referred to in Section 18, shall be identical in the two institutions.
20. Scholarships, prizes, etc., now awardable by King's in Arts subjects shall not be affected by these Terms of Affiliation.
21. The name of King's College may appear on the B.A. or B.Sc. Diploma granted by Dalhousie University when the recipient has been a student enrolled in Arts at King's during his course.
22. Undergraduate, but not Special, students registered in Arts or Science at King's previously to May 1st, 1923, shall be at liberty to proceed to their degrees under the

- regulations now in force in King's and receive their degrees from King's. If such undergraduate students elect to proceed to their degrees in Dalhousie University they shall receive *pro tanto* standing in Dalhousie for work already done in King's.
23. Graduates in Arts or Science of King's shall be eligible to proceed to the corresponding Master's degree in Dalhousie University on the same conditions as graduates of Dalhousie.  
Those graduates in Arts or Science of King's who have already received approval of their candidature for the M.A. or M.Sc. degree at King's shall be at liberty to proceed to those degrees and receive their degrees from King's.
  24. Dalhousie University shall conduct all matriculation and other examinations in Arts and Science for the students of both institutions, but King's shall have the right to conduct matriculation examinations in June 1924, unless Dalhousie University shall make provision for such examination.
  25.
    - 1) Dalhousie, if so desired by King's within three years from date, shall convey to King's a portion of the present "Studley" campus not exceeding five acres, for the purpose of King's establishing itself thereon, on the express condition that, should King's involuntarily cease to function continuously according to these proposed Terms of Association such ground and the buildings thereon shall revert to Dalhousie University and Dalhousie shall if so desired by King's pay King's as compensation for the buildings a sum of money to be fixed in default of agreement by arbitration on the basis of their value to Dalhousie for University purposes. King's shall not place any mortgage or other encumbrance on such grounds or on the buildings thereon.
    - 2) In the event of King's taking part in Confederation such as that embodied in the report of the Conference of Universities on December 12th, 1922, the foregoing provisions shall apply *mutatis mutandis* to King's in its then relationship to the Central University.
  26. Dalhousie University shall find means to make two vacancies in the Board of Governors and nominate to the Governor-in-Council persons to fill such vacancies after consultation and agreement with a committee of three appointed for such purpose by the Governing Board of King's and their successors shall be appointed in the same manner.
  27. The staff appointed on the foundation of King's except in Divinity shall have the same rights to membership on the Senate and Faculty of Arts and Science of Dalhousie as members of the staff of that University.
  28. All Students, except Divinity students, shall register in Dalhousie University, and pay to that University the Registration Fee.
  29. Arts and Science students of King's may enroll in King's but no charge therefor shall be made.
  30. Male students of Dalhousie University in any faculty, may, at the discretion of King's, enroll in King's for residential purposes only and if so shall be subject to the discipline of that institution.
  31. King's shall be responsible for the discipline of all students enrolled therein, except in such matters as, in the opinion of the Senate, affect the general good of the University (which shall be under the Senate) and may require all such students to attend College Chapel or other religious exercises.
  32. King's shall fix its own charge for board and lodging in the residences conducted by it.
  33. The Bursar of Dalhousie University shall collect all tuition fees except in Divinity, from all students on the basis of the regulations of Dalhousie University. He shall pay over to

King's the fees paid by those students enrolled in Arts and Science in King's except as follows:

- 1) He shall retain the fees paid for all Science Classes, also
- 2) A sum of \$25.00 for each student enrolled in King's to cover use in common of University Buildings, campus, libraries, and general University expenses and incidentals. This amount shall be subject to change as experience and equity warrant.

NOTE—With regard to (a) it is to be understood that statement of the amount to be required for Science classes holds only for the year 1923-24. On account of the high cost of giving instruction in Science as compared with Arts, the amount retained by Dalhousie for each Science class must be re-adjusted as an investigation of the account books of the University warrant as equitable. King's must contemplate sharing equitably with Dalhousie the augmented cost for staff, apparatus and buildings made necessary by the addition of King's students to those of Dalhousie.

34. As soon as the present students enrolled in King's School of Law at St. John's, N.B., shall have completed their courses, such School shall be discontinued by King's.
35. Nothing in these Terms of Association shall compromise the right of King's to take part as a separate and sovereign entity in negotiations to enter a federation along the lines embodied in the report of the conference of December 12th, 1922, as soon as such federation is feasible through adequate financial support from government or other agency.
36. This Association shall begin September 1st, 1923.
37. This Agreement of Association shall terminate only in the case of the Federation referred to in Section 35 coming into existence or in the event of King's involuntarily ceasing to function continuously according to these proposed Terms of Association.
38. These Terms of Association may be altered at any time by mutual consent.



# AMENDED AND CONSOLIDATED AGREEMENT OF ASSOCIATION

Between

DALHOUSIE UNIVERSITY

and

UNIVERSITY OF KING'S COLLEGE

THIS AGREEMENT is made this fifth day of November in the year of Our Lord One Thousand Nine Hundred and Fifty-Four.

BETWEEN

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF KING'S COLLEGE, a Body Corporate under the provisions of the Royal Charter dated May 12th, 1802, the provisions of Chapter 66 of the Acts of the Legislature of Nova Scotia for the year 1853, and the provisions of Chapter 130 of the Acts of the Legislature of Nova Scotia for the year 1920 (hereinafter referred to as "King's College" or "King's") of the one part.

AND

THE GOVERNORS OF DALHOUSIE COLLEGE, HALIFAX, a Body Corporate under the provisions of Chapter 24 of the Acts of Legislature of Nova Scotia for the year 1863 (hereinafter referred to as "Dalhousie") of the other part.

WHEREAS the University of King's College, formerly located at Windsor, now located at Halifax in the Province of Nova Scotia, was founded in the year 1789, and in the year 1802 was, by Royal Charter, endowed with university powers and has, since the said date to the present time, functioned as a university, and by Chapter 130 of the Acts of the Legislature of Nova Scotia for the year 1923 the corporate powers of the Board of Governors of the University of King's College were reaffirmed and the provisions of the Royal Charter preserved in force so as to constitute "The Board of Governors of the University of King's College", a Body Politic and Corporate, having a common seal and succession forever with all the usual privileges of a university and with powers of administration necessary for the management of its affairs and the execution of the purposes of its foundation;

AND WHEREAS Dalhousie University was, in the year 1818, at the instance of Lord Dalhousie, then Governor of the Province of Nova Scotia, established in the City of Halifax in said Province, where it has since exercised the usual powers and privileges of a university for the study of Arts and Science, as well as giving instruction in the professional courses of Law, Medicine, and Dentistry, and by Chapter 24 of the Acts of the Legislature of the Province of Nova Scotia for the year 1863, the Board of Governors of the said university were created a body corporate under the name and style of the "Governors of Dalhousie College, Halifax", with the Powers necessary for the conduct of the

affairs of the said university and the carrying out of the objects of its foundation;

AND WHEREAS there are in the Maritime Provinces of Canada other institutions of learning having and exercising university powers and privileges in addition to the institutions of learning above named;

AND WHEREAS it has for a long time been thought by many interested in liberal and professional education in the said Maritime Provinces that the circumstances existing in such Provinces render it expedient that some method be adopted by which such educational work might be carried on with greater efficiency than is possible under present conditions;

AND WHEREAS it is thought by the parties to These Presents that the cause of higher education in the Maritime Provinces would be much advanced by the adoption of a scheme of federation in which the resources of the various existing institutions of learning may be so combined that the duplication of effort incident to the maintenance of a number of colleges and universities might be avoided and an institution established capable of supplying the requirements of the people and at the same time preserving, so far as possible, the traditions of the constituent colleges;

AND WHEREAS commissioners appointed by the Carnegie Corporation of New York to investigate and report upon the educational resources and needs of the institutions of higher learning in the Maritime Provinces of Canada in a report to the said Carnegie Corporation recommended the federation at Halifax aforesaid of the said institutions of higher learning;

AND WHEREAS from time to time various efforts have been made to promote some scheme of federation, and particularly at a conference of the representatives of the various institutions held at Halifax, December 12th, A.D. 1922, at which a plan of federation was unanimously agreed to, contingent upon the acceptance of the same by the authorities of the various institutions having power in that behalf and the obtaining of adequate government or other financial assistance;

AND WHEREAS it is found to be at present not practicable to bring about a complete federation of all the said institutions as proposed in said plan contingently agreed upon as aforesaid;

AND WHEREAS the parties to this Agreement, having in view the considerations above set forth and desiring to promote and as a step toward such federation, and in the hope that such may be ultimately established, on the first day of September, in the year of Our Lord One Thousand Nine Hundred and Twenty-three, did agree upon Terms of Association (hereinafter called "the Original Agreement"), the same to be binding on the parties thereto until the consummation of a further federation of the existing colleges, institutions and universities upon the basis proposed by the representatives at the conference above referred to or upon some other basis of union or confederation which may hereafter be agreed to;

AND WHEREAS a Deed of Trust (hereinafter called "the Trust Deed") was made on the first day of September, in the year of Our Lord One Thousand Nine Hundred and Thirty, between the Board of Governors of the University of King's College and the Governors of Dalhousie College, Halifax, and the Montreal Trust Company;

AND WHEREAS it is now considered expedient by the Board of Governors of the University of King's College and the Governors of Dalhousie College, Halifax, to clarify and amend certain provisions of the Original Agreement in the light of experience gained since the Original Agreement came into force, and in the light of educational and economic conditions now prevailing;

NOW THEREFORE IT IS AGREED between the Board of Governors of the University of King's College, Halifax, and the Governors of Dalhousie College, Halifax, as follows:

1.
  - a. This Agreement, which is effective forthwith, consolidates the Original Agreement and amendments and interpretations hereby agreed upon.
  - b. This Agreement shall not be construed as a new agreement but as a continuation of the Original Agreement, which remains in full force and effect as amended and interpreted by this Agreement.
2.
  - 1) King's shall be located on the Dalhousie campus or on a site adjacent and convenient to it.
  - 2) King's may erect whatever buildings it considers desirable or necessary for the housing of the students enrolled with it, for the teaching of Divinity and such first-year Arts classes as are referred to in Section 17, and for devotional and recreational purposes, and for any other purposes consistent with this Agreement. The general architectural features (type of architecture, materials, etc.), if erected on the Dalhousie campus, shall be in keeping with the buildings already erected at Studley and meet with the approval of the consulting architects of Dalhousie University.
3. Nothing in these Terms of Association affects the right of King's to absolute control or disposal of its present buildings and grounds at Windsor.
4. King's retains control of its library and library collections. The library and library collections of King's and Dalhousie are open to the students of both universities on equal terms.
5. King's shall transfer to Dalhousie all its scientific apparatus and collections, with an inventory thereof.
6. King's shall hold and administer all its present funds and endowments and any additions which may be made thereto.
7. The Carnegie Corporation has transferred to a trustee mutually agreed upon by King's and Dalhousie the sum of Six Hundred Thousand Dollars, which it has given to King's for the joint benefit of King's and Dalhousie. The form of the Deed of Trust meets with the approval of the governing boards of King's and Dalhousie. Such Deed of Trust contains the provision that should King's cease involuntarily to function continuously according to these Terms of Association, such trust fund is to become the absolute property of Dalhousie. This is interpreted to mean that the Carnegie Corporation has appropriated to King's the sum of Six Hundred Thousand Dollars, the income of which, under the terms of the Trust Deed "shall be used solely for the maintenance and support of collegiate and university instruction on equal terms to King's and Dalhousie" and is considered to be a joint undivided contribution made by the Carnegie Corporation for the benefit of both universities.
8. King's has absolute control over the appointment and payment of its administrative and executive officers, its staff in Divinity, faculty appointed pursuant to Section 10 (b) (iii), and all necessary employees for the maintenance of its buildings and grounds.
9. King's retains its corporate entity with its desired form of government and its name.
10.
  - 1) King's shall hold in abeyance its powers of granting all degrees in Arts and Science.
  - 2) King's may exercise its power to grant only:
    - i. degrees in Divinity;
    - ii. honorary degrees;

- iii. undergraduate degrees in a faculty other than the faculties in which Dalhousie is already granting degrees at the time when King's institutes the faculty.
  - 3) Nothing in clause (b) of this provision limits in any way the degree-granting power of Dalhousie.
- 11. King's shall hold its funds and endowment existing at the date of the Original Agreement intact and expend only the income arising therefrom.
- 12. Subject to Section 31, King's may use all or part of the income arising from its funds and endowment existing at the date of the Original Agreement, not now expended, for the teaching of Divinity, for administrative and maintenance purposes, or for further teaching in Divinity.
- 13. King's shall use the income from the funds received from the Carnegie Corporation, as under Section 7, for the payment of professors or other instructors in Arts (as opposed to Science) subjects.
- 14.
  - 1) No appointment of any professor or other instructor in Arts on the foundation of King's shall be made by King's until the approval of the Governors of Dalhousie College, Halifax, of the proposed appointee has first been secured.
  - 2) When a vacancy has arisen from any cause on the King's Carnegie establishment, the academic status of the new appointment (whether of professor, associate professor, assistant professor or lecturer) shall be determined by a committee consisting of the Chairman of the Board of Governors of Dalhousie, the Chairman of the Board of Governors of King's, the President of King's and the President of Dalhousie, and this status shall have been so determined before a nomination as required by clause (a) of this section is made by King's to Dalhousie.
- 15. The departments in which professors or instructors may be appointed on the King's Carnegie establishment shall be determined, firstly, by the need for enlargement of the staff of the departments of Dalhousie to take care of the combined student body of Dalhousie and King's and, secondly, by the provision of departments not now existing, or inadequately existing, therein. The following are the most needed appointments based on these criteria at the present time: (1) Classics; (2) Moderns; (3) English and Rhetoric; (4) English Language and Literature; (5) Mathematics; (6) History; (7) Economics (and Sociology); (8) Applied Economics; (9) Mathematical Physics; (10) Psychology; (11) Pedagogy; (12) Librarian; (13) Sociology; (14) Romance Languages; (15) Canadian History; (16) Philosophy.
- 16. The same scale of salaries as from time to time prevails in Dalhousie University shall be adopted by King's for all appointees on the foundation of King's in Arts and Science.
- 17.
  - 1) All the classes in the Faculty of Arts and Science given by the staff of Dalhousie and all the classes given by the staff on the foundation of King's, except in Divinity, are open on equal terms to the students of Dalhousie and students enrolled at King's, except that the Arts staff supported on the foundation of King's may give instruction to the first-year students enrolled at King's only in Latin, French, English, Mathematics, and History to the exclusion of other students
  - 2) The semi-professional courses given at Dalhousie and leading to degrees and diplomas other than Bachelor of Arts or Bachelor of Science (for example, the distinctive courses required for the degree of Bachelor of Commerce), but grouped for administrative purposes under the Faculty of Arts, are not available to King's students.

18. The curriculum and academic regulations of the Faculty of Arts and Science of Dalhousie shall govern the work given by the staff in Arts and Science on the foundation of King's, and the first-year work referred to in Section 17 shall be identical in the two institutions.
19.
  - 1) Scholarships, prizes, and other awards now awardable by King's in Arts subjects are not affected by this agreement.
  - 2) Scholarships, prizes and other awards in the gift of Dalhousie in Arts subjects are for Dalhousie students only, and students enrolled at King's are not eligible to receive them.
20. The name of King's and the signature of the President of King's shall appear on the parchment when Dalhousie grants a Bachelor of Arts or Bachelor of Science degree to a student enrolled at King's, and at a convocation of Dalhousie at which such a degree is conferred, the President of King's has a rightful place on the platform appropriate to the President of a participating university.
21. Graduates in Arts or Science of King's are eligible to proceed to the corresponding Master's degree in Dalhousie University on the same conditions as graduates of Dalhousie.
22. Dalhousie University shall conduct all matriculation and other examinations in Arts and Science for the students of both institutions.
23.
  - 1) Dalhousie has conveyed to King's a portion of the present "Studley" campus, not exceeding five acres, for the purpose of King's establishing itself thereon, on the express condition that should King's cease involuntarily to function continuously according to these Terms of Association, such ground and the buildings thereon shall revert to Dalhousie University, and Dalhousie shall, if so desired by King's, pay King's as compensation for the buildings a sum of money to be fixed by agreement, or in default of agreement by arbitration, on the basis of their then value to Dalhousie for university purposes. King's shall not place any mortgage or other encumbrance on such ground or on the buildings thereon.
  - 2) In the event of King's taking part in a confederation such as that embodied in the report of the Conference of Universities on December 12, 1922, the foregoing provisions shall apply *mutatis mutandis* to King's in its then relationship to the Central University.
24. Two members of the Board of Governors of Dalhousie College are appointed by the Board to represent the Board of Governors of the University of King's College. These members have been, and their successors from time to time shall be, nominated by the Board of King's after consultation with and approval by the Board of Dalhousie.
25. The staff appointed on the foundation of King's in Arts and Science shall have the same rights to membership on the Senate and Faculty of Arts and Science of Dalhousie as members of the staff of that university, but in view of the right of King's to grant honorary degrees, King's professors shall not sit on the Senate of Dalhousie while it is meeting for the purpose of considering honorary degrees proposed to be granted by Dalhousie.
26.
  - 1) All students in Arts and Science enrolled at King's shall register in Dalhousie University and pay to that university the registration fee.
  - 2) Students enrolled at King's and registered at Dalhousie are deemed to be students both of King's and Dalhousie but are not entitled to any of the rights of Dalhousie students that are not specifically set forth in this Agreement.

27. Arts and Science students of King's shall enroll in King's, but no charge therefor shall be made.
28. Male students of Dalhousie University in any faculty may, at the discretion of King's, enroll in King's for residential purposes only and in such case shall be subject to the residential discipline of that institution. Students so enrolled shall neither be permitted nor required to waive any of their rights as Dalhousie Students.
29. King's is responsible for the discipline of all students enrolled therein, except in such matters as, in the opinion of the Senate, affect the general good of the University, and may require all such students to attend College Chapel or other religious exercises.
30. King's may fix its own charges for board and lodging in the residences conducted by it.
31.
  - 1) King's agrees to ensure that there shall be paid to Dalhousie in each and every year a sum sufficient to defray the cost to Dalhousie of educating students in Arts and Science enrolled at King's.
  - 2) The cost to Dalhousie of educating students enrolled at King's shall be determined in each year by an independent auditor and shall be submitted to a committee consisting of three representatives of the Board of Governors of Dalhousie and three representatives of the Board of Governors of King's. Such committee shall make any adjustments that are necessary in such figures or in the items or proportions of costs which they may decide from time to time. In computing such costs:
    - i. payments made by King's to defray salaries of the King's Carnegie teaching staff over and above the Income from the Carnegie Fund, and
    - ii. an additional Two Thousand Dollars a year as a contribution to the King's library shall be taken into account, except as to any amount which may result in creating a balance adverse to Dalhousie.
  - 3) The "Cost to Dalhousie" of educating students enrolled at King's shall be defrayed in manner following:
    - i. By the Bursar of Dalhousie collecting the Dalhousie registration fee, together with all tuition fees in respect of each student enrolled at King's registered in Arts and Science, and by his returning to King's all sums so collected in excess of the cost of educating such student.
    - ii. In the event of the registration fee and tuition fee of students in Arts and Science enrolled at King's being insufficient to defray the cost of educating such students, King's agrees to pay to Dalhousie whatever further amount is necessary to cover the insufficiency and agrees that the amount of the insufficiency shall be a first charge upon public grants made in respect of such students, which public grants shall be applied for and collected by Dalhousie as the Central University and paid in full to King's.
  - 4) King's, having agreed to pay to Dalhousie the cost of educating students in Arts and Science enrolled at King's, shall, when it has fulfilled that agreement, be free to embark upon any extension of its academic work that is compatible with the provisions of Section 10 (b).
  - 5) In addition to the fulfillment by King's of the obligations by this section imposed upon it, King's shall hold itself prepared to participate in conjunction with Dalhousie in the furtherance of any improvements made or to be made in the teaching of Arts to the students of both universities in the proportion that the number of students enrolled at King's in Arts bears to the number of Dalhousie students in that faculty. Such participation is to be derived from and

limited to the amount of the income received in any year by King's from funds not specifically earmarked for other purposes.

- 32.
- 1) Students enrolled at King's shall not pay the Dalhousie Student Council fee, nor shall they have any right to share in the privileges covered thereby.
  - 2) Students enrolled at King's are not eligible to represent Dalhousie in intercollegiate competition, nor are Dalhousie students enrolled at King's eligible to represent King's in intercollegiate competition, but nothing prevents students of either university from representing the other in non-intercollegiate competition, if the other university is not represented in such competition.
  - 3) Each university makes provision for its own recreational and athletic facilities, and no student of either university is entitled as of right to use such facilities of the other university, nor shall he be required to make any payment thereof. In the case of the Dalhousie Rink, King's shall have a preference over any other organization, except a Dalhousie organization, in obtaining time in the rink consistent with economic scheduling, and shall pay for such time on the same rental basis as any other college or school.
  - 4) King's makes provisions for its own health services.
  - 5) King's and Dalhousie shall cause to be set up a standing liaison committee to which they agree to refer all misunderstanding or sources of friction between student bodies of the two universities, so that such matters may be promptly investigated and either adjusted by the committee in consultation with the respective Presidents, or referred to the respective Boards of Governors.
- 33.
- 1) Nothing in these Terms of Association compromises the right of King's to take part as a separate and sovereign entity in negotiations to enter a federation along the lines embodied in the report of the Conference of December 12th, 1922, as soon as such federation is feasible through adequate financial support from governmental or other agency.
  - 2) It is recognized that while the two universities have entered into an association, yet nevertheless each retains its corporate and autonomous entity as a university, and while King's agrees to hold in abeyance certain degree-granting power and to limit certain other of its rights in accordance with the terms of this Agreement, it is recognized explicitly by the parties that King's does this for the purpose of the effective working of the association between the two universities and of her own free will and without prejudice to her status as a university.
  - 3) It is further agreed that until the larger federation of universities in the Maritime Provinces is achieved, Dalhousie shall occupy the place and shall perform the functions of a Central University in accord with the Original Agreement and the Trust Deed, but Dalhousie's role of the Central University shall apply only to Arts and Science, and King's has the right to exercise its full functions as a university in all other respects, save as limited by the Original Agreement as amended by this Agreement.
34. This Agreement shall terminate only in the case of the federation referred to in Section 33 coming into existence, or in the event of King's ceasing involuntarily to function continuously according to this Agreement.
35. This Agreement may be altered at any time by mutual consent.

THIS AGREEMENT SHALL ENSURE to the benefit of and be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF the parties hereto have executed this Indenture the day and year first above mentioned.

Signed, Sealed and Delivered  
in the presence of:

THE BOARD OF GOVERNORS  
OF THE UNIVERSITY OF KING'S COLLEGE

H.E. Dysart

Robert Harold, Nova Scotia

H.L. Puxley

THE GOVERNORS  
OF DALHOUSIE COLLEGE  
HALIFAX

G.E. Wilson

K.C. Laurie

A.E. Kerr



## DALHOUSIE - KING'S CONVENTION - 1959

Pursuant to a meeting of Committees of Dalhousie and King's held on the 24<sup>th</sup> and 25<sup>th</sup> days of February, 1959, at which the Chancellors of both universities were present, the following convention is entered into in connection with the articles of association between the two universities dated respectively 1923 and 1954.

The nomination of the Dean of the Faculty of Arts and Science shall continue to be the function of the President of Dalhousie, but he shall consult with the President of King's as well as other advisers whom he may choose. Should the President of King's be of the opinion that the person nominated is objectionable, the President of King's shall inform the President of Dalhousie in writing, who shall communicate the nature of the objection to the Dalhousie Board of Governors.

The President of King's shall have the right of access from time to time to discuss with the Dean of the Faculty of Arts and Science matters relating to the affairs of the Faculty. Such right of access shall not be construed as affecting in any way the integrity of the Faculty as an academic and administrative unit within Dalhousie.

The authority exercised by the Dean of the Faculty of Arts and Science as administrative head of a Faculty shall extend to all members of the Faculty, without distinction as to whether they are appointees of Dalhousie or King's.

The financial arrangements set out in this 1954 Agreement in connection with the annual independent audit be discontinued, and the only financial arrangements between the two universities be as follows:

King's shall continue to receive income from Carnegie endowment and supplement such income in an amount sufficient to pay the salaries of the Carnegie professors.

Dalhousie shall continue to collect and retain all fees of students registered at Dalhousie and enrolled at King's.

A minimum of eight professors shall be retained on the King's Foundation.

King's shall pay to Dalhousie 20% of all Federal and provincial grants. The supplement to the Carnegie income required to pay the full salary costs of the Carnegie professors shall continue to be the obligation of King's.

The financial arrangements aforesaid shall take effect for the year 1956-57 and subsequent years, and any accounts paid by King's shall be credited against the required payment.

- 1) That the Dalhousie degree in arts in connection with King's students have the reference to the University of King's College in distinctive letters; that the seals of the two universities be affixed to the parchment in the usual manner; that such parchment be signed by King's as well as Dalhousie, as at present; and that King's colours be affixed thereto if desired.

- 2) That there be a liaison committee consisting of the chairman of the Board of Governors and the Presidents of the two Universities along with two members appointed by each Board. Such committee shall be empowered to discuss any matter relating to the welfare of the two Universities. The committee shall meet from time to time as occasion may require, but in any event at least once a year. Such committee, at the request of any two of its members, may call into consultation the Dean of Arts and Science of Dalhousie or any member of the staff of either University as may be required. The committees set up under sections 14(b) and 32(e) of the 1954 Agreement shall be regarded as being sub-committees of this liaison committee. The chairman of the Board of Governors of Dalhousie, or in his absence, the President of Dalhousie shall be Chairman of the Liaison Committee. In the event of the absence of the Chairman or President of the respective Boards or Universities, either University may appoint a substitute for such absent officer.

Donald McInnis

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Chairman of the Board of Governors  
Dalhousie College, Halifax

Robert Harold, Nova Scotia

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Chairman of the Board of Governors  
of the University of King's College

Dated NOVEMBER 25<sup>th</sup>, 1959

Mr. Donald McInnes, Q.C.  
35 Bedford Row  
Halifax, N. S.

Dear Mr. McInnes:

I am enclosing herewith, duly signed by me, one copy of the Convention, consideration of which began at the joint meeting of the Liaison Committees representing our two universities, on February 24<sup>th</sup> and 25<sup>th</sup> of this year, and agreement to which has finally be expressed by the authorities of each university.

On behalf of King's I would like to give expression to our appreciation for the spirit of co-operation and fairness in which these discussions have proceeded. It is the sincere hope of all of us that, by means of this Convention, the difficulties which confronted us in the 1954 Articles of Association have been met, to the advantage of both universities, and that we now have a working agreement in which our universities can move forward harmoniously and constructively.

I would like to make reference to one matter which, while it is not written specifically into the Convention, is yet of sufficient importance to us as to warrant its not being completely overlooked. We will remember that it was at the suggestion of King's University—at our February Liaison meetings that consideration began to be given to the changing of the method by which King's repaid Dalhousie for the cost of educating her students in Arts and Science. The suggestion was that the terms of repayment as laid down in Article 31 of the 1954 Articles of Association should be replaced by an agreement whereby King's, in addition to allowing Dalhousie to retain all the fees—both class fees and registration fees should also pay to Dalhousie each year a percentage of the money received by King's annually from the Federal and Provincial Governments for the Faculty of Arts and Science.

This suggestion has served as the basis for our deliberations ever since, and we have now arrived at the point of agreement as laid down in section (4) of the convention. And may I say that King's will honour this agreement to the fullest possible degree. But university boards change, as years pass, as to their personnel. We of King's have no fears of misunderstanding as to the nature of the grants referred to in section (4) of the present Convention, among those of us who are now working together on the two Boards of our two universities. For the sake of the record however—for the future—I do want to note this point in this letter.

I have appreciated the opportunities of personal conference with you, over this Convention, and am quite satisfied that by such conferences between us—or between our Liaison Committees—peace and harmony can reign on the campus, and our joint contribution to higher education enhanced.

With all best wishes,

Yours very truly,

Bishop of Nova Scotia

RHNS:b

## MEMORANDUM TO UNDERSTANDING

It is hereby agreed that, in our opinion, the motion approved by the Dalhousie Board of Governors on 21 February 1995 has the following interpretation:

At the conclusion of Mr. Peter Bryson's term as a member of the Dalhousie Board of Governors, the University of King's College will be asked to nominate a person to Dalhousie, whose name shall be submitted to be one of the fifteen Governor-in-Council positions of the Dalhousie Board of Governors, and who will serve as the University of King's College representative on the Dalhousie Board.

It is understood that Dalhousie Board of Governors will be invited to nominate a person to sit on the Board of Governors of the University of King's College to serve as Dalhousie's representative on the King's Board. This arrangement for the exchange of representatives will continue until it is mutually agreed to alter or terminate it.

"Brian Flemming"  
Mr. Brian Flemming, Chair  
University of King's College  
Board of Governors

"Allan Shaw"  
Mr. Allan Shaw, Chair  
Dalhousie University  
Board of Governors

"Colin Starnes"  
Dr. Colin Starnes, President  
University of King's College

"Howard Clark"  
Dr. Howard Clark, President  
Dalhousie University

April 26, 1995



Dalhousie University

Board of Governors  
Halifax, Nova Scotia  
Canada B3H 4H6  
(902) 494-3835

February 23, 1995

Dr. Colin Starnes  
President  
University of King's College

*Colin*  
Dear Dr. Starnes:

In Dr. Clark's absence it is my pleasure to inform you about a motion that was unanimously passed by the Dalhousie University Board of Governors at its meeting held on February 21, 1995. The motion is as follows:

"That, on the recommendation of the Nominating Committee, in recognition of the longstanding and unique association between Dalhousie University and the University of King's College, Mr. Peter Bryson serve as a representative for the University of King's College for the duration of his term as a member of the Board of Governors. At the conclusion of his term, in consultation with the University of King's College, one of the fifteen Governor in Council appointments to the Board of Governors will be nominated to serve as the University of King's College representative on the Board, on the understanding that one member from Dalhousie's Board of Governors will be invited to sit on the Board of Governors of the University of King's College."

I do hope that this motion is an accurate reflection of the understanding reached between Dalhousie and King's. Please do not hesitate to let me or Dr. Clark know if you have any questions or concerns.

Best regards.

Sincerely,

Joann Griffin  
Secretary  
Board of Governors

cc: Dr. Clark

DATED March 29, 1971

BETWEEN:

THE ROMAN CATHOLIC EPISCOPAL  
CORPORATION OF HALIFAX

- and -

THE BOARD OF GOVERNORS OF THE  
UNIVERSITY OF KING'S COLLEGE

- and -

PINE HILL DIVINITY HALL

**AGREEMENT CONSTITUTING ATLANTIC SCHOOL OF  
THEOLOGY**

THIS AGREEMENT is made as of the 29<sup>th</sup> day of March A.D., 1971,

BETWEEN:

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX,  
a body corporate incorporated under the laws of the Province of Nova Scotia, (hereinafter called  
"Episcopal Corporation"),

OF THE FIRST PART,

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF KING'S COLLEGE, a body  
corporate incorporated under the laws of the Province of Nova Scotia, (hereinafter called  
"King's"),

OF THE SECOND PART

- and -

PINE HILL DIVINITY HALL, a body corporate, incorporated by Chapter 79 of the Statutes of Canada, 1930, (hereinafter called “Pine Hill”),

### OF THE THIRD PART

IN CONSIDERATION of the agreements and provisions hereof the parties hereto agree to found and conduct a school of Christian theology and ministry as a joint adventure upon the following terms:-

The name of the school shall be “Atlantic School of Theology”.

1. The objects of the school are to educate and form people for Christian service and to serve the Christian community at large, but primarily in the Atlantic Provinces of Canada, by providing training for Christian ministries, both lay and ordained, and opportunities for theological study within the context of a community of faith;
2. To attain its objects and, without limiting the ways in which those objects may be attained, the school may:
  - 1) provide courses of instruction for students for the ordained ministry or other forms of Christian service;
  - 2) provide undergraduate and postgraduate courses in theology;
  - 3) provide adult studies in theology, religion and Christian service;
  - 4) provide continuing education for the clergy and others in their Christian service;
  - 5) provide catechetical sources and services;
  - 6) provide facilities for theological research;
  - 7) provide library facilities and services;
  - 8) provide facilities for the sale, rental, loan or other means of distribution of printed matter, visual aids, recordings, tapes and other means of communication;
  - 9) federate, affiliate or co-operate with any university, college, school or other institution and enter into any agreements for that purpose.

Note: except with the understanding that provision will be made for a continuing ecumenical presence on the campus of the University of King’s College.

3.
  - 1) The government of the school is vested in a Board of Governors, (herein called the “Board”) which shall consist of fifteen governors.
  - 2) Each party shall appoint five governors and their successors and, wherever possible, one of each group of five governors shall be a student nominated by his fellow students.
  - 3) Each governor, other than a student governor, shall serve for two years or until his successor is appointed and is eligible for reappointment. Each student governor shall serve for one year or until his successor is appointed and is eligible for reappointment.
  - 4) A governor shall serve no more than six consecutive years, (except those originally appointed for one year who may serve for seven years) but is eligible for reappointment after the lapse of a further year.
  - 5) Casual vacancies in the Board shall be filled by the appointing party for the unexpired term.

- 6) Half of the initial appointees of each party exclusive of the student governors shall be appointed for one-year terms and half for two-year terms.
  - 7) The Board shall elect annually from its members, a chairman and vice-chairman.
4. The Board shall have the management and control of the school and of its property, revenue, expenditures and affairs and has all powers necessary or convenient to perform its duties and to achieve the objects of the school and, without limiting the generality of the foregoing, may:-
- 1) establish, maintain, discontinue or otherwise provide for institutes, departments, chairs, fellowships and courses of instruction;
  - 2) appoint and remove the Principal, the professors and such other academic or other officers and employees as the Board deems necessary or expedient for the purposes of the school. It is agreed that each of the parties to this Agreement shall be given the opportunity to have, as full time members of the faculty, at least two persons who represent its tradition.
  - 3) determine the number, duties, salaries and other emoluments of the officers and employees of the school;
  - 4) appoint an executive committee, an appeal committee and such other committees as it deems advisable, and delegate to any such committee any of its powers;
  - 5) provide for meetings and attendance at meetings of the Board, including fixing a quorum;
  - 6) provide for the good order of the school and the discipline of students, including the imposition of fines, suspensions and expulsions; and
  - 7) make by-laws respecting any of the foregoing matters or the internal government of the school or the carrying out of the objects of the school.
5. The faculty of the school shall consist of the Principal, professors and teaching staff and shall be entrusted with the educational work of the school and the enforcement of its regulations and by-laws under the direction of the senate of the school
6. The school shall have a senate, which is representative of the internal academic community and which includes student representation chosen by the students.
7. The Principal of the school shall be *ex officio* President of the Senate and Chairman of the faculty and shall have such powers as the Senate may from time to time determine, or as are customary or necessary for the proper discharge of the duties of his office.
8. The Senate may, subject to the powers of the Board,
- 1) recommend to the Board the federation, affiliation or co-operation with any university, college, school or other institution, or the discontinuance of such federation, affiliation or co-operation;
  - 2) determine the courses of study, admission standards, qualifications for diplomas, certificates and degrees, examinations, scholarships and bursaries, and issue calendars and other official publications;
  - 3) provide for student discipline;
  - 4) create such committees as it deems necessary or useful; and
  - 5) make regulations governing the matters that are assigned to it by this paragraph.
9. The school shall have power to acquire by purchase, gift, devise, bequest or otherwise, any estate or property, real or personal, moveable or immovable, and any interest or right to or in any estate or property, to or for its uses or purposes.
10. Each of the parties agrees so far as it is able to make available for the use of the school in its initial stages, such buildings, equipment and other facilities as may be reasonably necessary, to be provided on a rental basis, the rental to be paid by the school *pro rata* to the party concerned as agreed upon from time to time by the parties hereto. It is agreed



that books and library facilities required for use by the school shall be made available at one or more convenient locations. It is agreed that Pine Hill will provide accounting and auditing services for the school at the actual cost of such services to Pine Hill. Pine Hill agrees that it will provide working capital for the school and all funds required by the school for current operations, such funds to be provided either by borrowing by Pine Hill from its banker or by advances out of funds of Pine Hill and such interest, if paid by Pine Hill, shall be part of the cost of operation of the school and, in case of advances by Pine Hill out of its own funds, Pine Hill shall be entitled to recover from the school, interest on a daily basis at the prime interest rates charged by chartered banks, from time to time. The same arrangement shall apply to any of the parties making facilities available if so requested.

11. The Board shall prepare a budget of estimated revenues and expenditures for each year. It is expected that the budget will be prepared, based on a fiscal period of July 1, to June 30 and that it will be approved by the Board on or before October 31 preceding the first day of the fiscal period. The budget for the fiscal period July 1, 1971 to June 30, 1972 shall be completed on or before April 30, 1971. Estimates of the respective shares of net cost to be borne by each of the parties shall be prepared annually and each of the parties shall pay annually to the school twenty per centum, (20%) of its share at the end of each quarter, namely, on the last days of September, December, March and June.
12. The cost of operation of the school shall be determined as soon as possible after the end of each fiscal period and financial statements in the usual form, audited by a chartered accountant or firm of chartered accountants in public practice approved by the Board shall report upon the financial statements and the financial statements shall be presented to the Board, together with the report of the auditor, not later than September 15 next following the end of the fiscal period, together with the report of the auditor thereon and such financial statements and the report of the auditor thereon shall be forwarded to each of the parties hereto, not later than September 30 in each year. It is understood that government grants will continue to be paid to each party in the agreement as in the past: and that the proper portion of such grants be forwarded to the Atlantic School of Theology. The net cost of operation of the school in each fiscal year, after charging all proper expenditures and crediting all receipts, shall be shown in a certificate to be prepared by the auditor and such net cost shall be paid by the respective parties on a *pro rata* basis, based on the number of full time students sponsored by the respective parties, it being understood that the share of net cost to be borne by each party hereto shall be not less than Five Thousand Dollars, (\$5,000.00) with respect to any fiscal year of the school.

It is understood that any students at the school who are not sponsored by one of the parties hereto shall be charged tuition in such amount as may be determined by the Board from time to time. The certificate of the auditor shall show the net cost per full time student sponsored by each of the parties hereto and the share of the net cost payable by each of the parties hereto, in accordance with the provisions of this Agreement and the certificate shall be forwarded to each of the parties hereto as soon as it is available. Each of the parties shall pay any outstanding balance of its share of the net cost of operation of the school within thirty (30) days after receipt of the auditor's certificate.

13. It is intended that pension arrangements shall be made with respect to all full time employees of the school, and for that purpose arrangements may be made with the Anglican Church of Canada or any department or board thereof, the United Church of Canada or any department or board thereof or with any company or institution for the

provision of pension coverage, on a contributory basis, the intention being that the proposed pension coverage and the Canada Pension Plan shall be integrated; that employee contributions shall be six per centum (6%), of salary and other allowances properly taken into account, and that the school will contribute eight and one-half per centum (8 ½%), of such salary and allowances.

14. It is anticipated that in the initial stages of the establishment of the Atlantic School of Theology, students will be registered with one of the parties. Each of the parties agrees that it will, upon recommendation by the Senate of the School, confer degrees upon students registered with it, based on the results of studies at the School.

The right of each party to continue to confer degrees at the undergraduate level on its registered students who are proceeding to ordination is recognized.

15. This Agreement shall continue in force until the end of the fiscal year, June 30, 1972, and thereafter from year to year, unless any of the parties hereto gives written notice to the other parties thereto of termination of this Agreement, such notice being at least nine months' notice terminating at the end of any subsequent fiscal year.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:-

“Gordon S. Cowan”

)THE ROMAN CATHOLIC EPISCOPAL  
)CORPORATION OF HALIFAX

) By “James M. Hayes, Archbishop”

) “John W. Buckley, Priest”

) “Lloyd J. Robertson, Priest”

)

)THE BOARD OF GOVERNORS OF THE  
)UNIVERSITY OF KING'S COLLEGE

) By “William Nova Scotia”, Chairman

) “J. Graham Morgan”, President

)

)PINE HILL DIVINITY HALL

) BY “D. F. Archibald”, Chairman

) “G. R. Smith”, Secretary

This Amending Agreement is made as of  
the 1<sup>st</sup> day of October, A.D. 1971

BETWEEN:

THE ROMAN CATHOLIC ESPISCOPAL  
CORPORATION OF HALIFAX, a body  
corporate incorporated under the laws of  
the Province of Nova Scotia,

OF THE FIRST PART

THE BOARD OF GOVERNORS OF THE  
UNIVERSITY OF KINGS COLLEGE, a  
body corporate under the laws of the  
Province of Nova Scotia,

OF THE SECOND PART

- and -

PINE HILL DIVINITY HALL, a body  
corporate incorporated by Chapter 79  
of the Statutes of Canada, 1930

OF THE THIRD PART

WHEREAS by Agreement dated the 29<sup>th</sup> day of March, A.D., 1971, the parties hereto agreed to found and conduct a school of Christian Theology and Ministry to be known as the "Atlantic School of Theology",

AND WHEREAS the Department of National Revenue - Taxation Division requires that the Agreement contain certain provisions in order that the school qualify as a charitable organization within the meaning of Section 62(1) (e) of the Income Tax Act;

NOW IT IS THEREFORE agreed among the parties hereto that the Agreement be amended as follows:-

16. Section 2 is amended by adding thereto the following sub-section:-

"(3) The school shall be carried on without purpose of gain to any of the parties hereto or any of the members thereof and any surplus or any accretions to the school shall be used solely for the operation of the school and the promotion of its objects."

17. Section 9 is amended by inserting the symbols and figure "(1)" immediately following the Section number and by adding thereto the following sub-section:-

"(2) If for any reason the operations of the school are terminated or are wound up or dissolved and there remains at that time, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to and distributed among the parties to the Agreement for the promotion of objects similar to those of the school."

IN WITNESS WHEREOF the parties have caused this Amending Agreement to be executed as of the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

“Frances I. XXXXXXX”

“John B. Corston, Professor”

)THE ROMAN CATHOLIC ESPISCOPAL  
CORPORATION OF HALIFAX

)By “James M. Hayes, Archbishop”

) and “Peter P. Scott, Priest”

) and “Lloyd Robertson, Priest”

)THE BOARD OF GOVERNORS OF THE  
UNIVERSITY OF KINGS COLLEGE

)By “William Nova Scotia, Bishop of Nova Scotia”

) and “J. Graham Morgan, President”

)PINE HILL DIVINITY HALL

)By “G. E. Hayman, Chairman”

) and “G. R. Smith, Secretary”

THIS AMENDING AGREEMENT is made as of the 31<sup>st</sup> day of October, A.D., 1991;

BETWEEN:

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, a body corporate incorporated under the laws of the province of Nova Scotia (hereinafter called “Episcopal Corporation”)

OF THE FIRST PART

- and -

THE ANGLICAN PARTY, as represented by the Diocesan Synod of Nova Scotia, the Diocesan Synod of Fredericton, and The Board of Governors of the University of King’s College, (hereinafter called “Anglican Party”)

OF THE SECOND PART

- and -

PINE HILL DIVINITY HALL, a body corporate, incorporated by Chapter 79 of the Statutes of Canada, 1930 (hereinafter called “Pine Hill”)

OF THE THIRD PART

WHEREAS by Agreement made as of the 29<sup>th</sup> day of March, A.D., 1971, and as amended the 1<sup>st</sup> day of October, A.D., 1971, the Episcopal Corporation, the Board of Governors of the University of King’s College and Pine Hill entered into an Agreement to found and conduct a school of Christian theology and ministry as a joint venture upon certain terms (hereinafter called the “Agreement”);

AND WHEREAS the Board of Governors of the University of King’s College, the Diocesan Synod of Nova Scotia and the Diocesan Synod of Fredericton have been constituted as a body known as “the Anglican Party”, with the intent that such body shall continue as the party of the Second Part to the Agreement, as amended hereunder;

AND WHEREAS the parties hereto wish to reaffirm the ongoing existence of and their obligations under the Agreement;

AND WHEREAS the parties have agreed to amend certain terms and conditions of the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises herein contained, the parties hereto covenant and agree as follows:

1. The party of the Second Part shall henceforth be known as and referred to as “The Anglican Party”, to be represented for the purposes of execution of this Agreement by the Diocesan Synod of Nova Scotia.

2. The parties shall no longer fund the operating shortfall or net cost of operation of the School, as provided for in the Agreement. Any existing formula in this regard, whether in the Agreement or elsewhere, and whether written or otherwise, is rescinded and of no force and effect.
3. Commencing with the 1990-91 fiscal year of the School (year ended March 31<sup>st</sup>, 1991), the parties shall provide operating funding in a fixed annual amount of \$450,000.00, subject to the following:
  - 1) The annual operating funding of \$450,000.00 shall be contributed by each of the parties as follows:

Episcopal	-	\$ 50,000.00
Anglican Party	-	\$100,000.00
Pine Hill	-	\$300,000.00

- b. The annual operating funding provided by the parties and each share borne by the parties as set forth above shall be subject to an annual inflation adjustment equal to the lesser of the following:
      - i. Four Per Cent;
      - ii. The Consumer Price Index (expressed as a percentage) for the previous fiscal year;
    - c. Commencing with the 1991-92 fiscal year, the funds will be provided by the parties on a quarterly basis commencing April 30<sup>th</sup> of each year. For the 1990-91 fiscal year all funds will be paid by March 31<sup>st</sup>, 1991;
    - d. Should the School's fiscal year change, transitional funding will be provided by the parties proportionately based on the number of months in the first new fiscal year.
  4. The parties agree to meet annually in November at a date to be agreed upon each year in order to, among other things:
    - 1) Review student enrollment;
    - 2) Review and establish the applicable inflation adjustment according to paragraph 3 herein;
    - 3) Review the proportionate sharing of the operating funding provided by the parties as set forth in paragraph 3(a) herein;
    - 4) Review and consider the relationship of the parties with the School, as well as the relationships of the parties with each other.

Any deliberations with respect to the proportional sharing of the operating funding which are being based upon student enrollment shall be referenced to the average enrollment of full-time candidates for ordination during the most recent five completed school years.

5. No party shall decrease the amount of its annual funding contribution without giving the School and the other parties prior written notice no later than April 1<sup>st</sup> of the previous fiscal year.
6. Should the School require additional funding for any new initiatives, the Board of the School may present a request to a meeting of the parties. If the parties do not mutually agree to increase the total annual contribution, then any one of the parties may:
  - 1) Increase its own share independently;
  - 2) Provide direct funding outside this Agreement.

The fixing of the annual contribution to operating funding shall not preclude the School from approaching any one of the parties independently for additional funds for operating purposes.

7. Any capital funding assistance desired by the School shall be sought by direct request to each of the parties outside the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year first above written.

SIGNED, SEALED and DELIVERED  
in the presence of:

“Michael Xxxxxx”

) THE ROMAN CATHOLIC EPISCOPAL  
 ) OF HALIFAX  
 ) Per: “+Austin E. Burke”  
 ) Per: “George R. Tucker”  
 )  
 ) THE ANGLICAN PARTY as represented by the  
 ) Diocesan Synod of Nova Scotia  
 ) Per: “+Arthur G. Peters”

) Per: "Ernest Heighton"  
)  
) PINE HILL DIVINITY HALL  
) Per: "Rev. Glenn MacLean"  
) Per: "Eric B. Mercer"

DATED: October 31, A.D., 1991;

BETWEEN:

THE ROMAN-CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, a body corporate incorporated under the laws of the Province of Nova Scotia

OF THE FIRST PART

- and -

THE ANGLICAN PARTY, as represented by the Diocesan Synod of Nova Scotia, the Diocesan Synod of Fredericton, and The Board of Governors of the University of King's College,  
(hereinafter called "Anglican Party")

OF THE SECOND PART

- and -

PINE HILL DIVINITY HALL, a body corporate, incorporated by Chapter 79 of the Statutes of Canada, 1930

OF THE THIRD PART

---

AMENDING AGREEMENT

---

BURCHELL MacADAM & HAYMAN  
Barristers and Solicitors  
P.O. Box 36  
Halifax, Nova Scotia  
B3J 2L4  
(WFH/TJB: D2886-1.AGR)



**AMENDING AGREEMENT**

**AMONGST:**

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION  
OF HALIFAX**

OF THE FIRST PART

**- AND -**

**THE DIOCESAN SYNOD OF NOVA SCOTIA AND PRINCE  
EDWARD ISLAND, THE DIOCESAN SYNOD OF  
FREDERICTON, and THE BOARD OF GOVERNORS OF  
THE UNIVERSITY OF KINGS COLLEGE**

OF THE SECOND PART

**- AND -**

**PINE HILL DIVINITY HALL**

OF THE THIRD PART

**- AND -**

**ATLANTIC SCHOOL OF THEOLOGY**

OF THE FOURTH PART

**WITNESSETH** that in consideration of the mutual covenants and agreements herein contained the parties hereto respectively covenant and agree as herein set out.

Dated: March , 2002

982586.1

**I. DEFINITIONS:**

In this Agreement unless the context otherwise requires:

- a. "AST" means The Atlantic School of Theology;
- b. "Pine Hill" means Pine Hill Divinity Hall;
- c. "Episcopal Corporation" means The Roman Catholic Episcopal Corporation of Halifax;
- d. "Anglican Party" means the Diocesan Synod of Nova Scotia and Prince Edward Island, the Diocesan Synod of Fredericton and the University of Kings College as represented by the Diocesan Synod of Nova Scotia and Prince Edward Island;
- e. "The Founding Parties" means Pine Hill, the Episcopal Corporation and the Anglican Party, collectively;

## **II. RECITALS:**

### **WHEREAS:**

1. By Agreement made as of the 29<sup>th</sup> day of March 1971 as amended by Amending Agreement made as of the 1<sup>st</sup> day of October 1971, the Episcopal Corporation, the Board of Governors of the University of Kings College, and Pine Hill entered into an agreement to found and conduct a school of Christian theology and ministry as a joint venture upon the terms and conditions therein set out.
2. By Amending Agreement made as of the 31<sup>st</sup> day of October 1991, the Board of Governors of the University of Kings College, the Diocesan Synod of Nova Scotia and Prince Edward Island, and the Diocesan Synod of Fredericton were constituted as a body known as "The Anglican Party" to assume and continue the rights and responsibilities of the Board of Governors of the University of Kings College as set out in the Agreement made as of the 29<sup>th</sup> day of March 1971.
3. The Founding Parties wish to enter into this Amending Agreement to confirm their continuing and ongoing support for AST and to define their relative obligations to provide financial assistance to AST.

### III. AGREEMENT:

The **Founding Parties** hereby agree with each other and with AST:

1. To provide operating funding to AST on an annual basis by way of an Annual Operating Assessment.
  - a. Schedule "A" to this Memorandum of Understanding sets out the amount of the Annual Operating Assessment for the five year period ending March 31, 2006.
  - b. Each of the **Founding Parties** will contribute to the Annual Operating Assessment based upon the denominational participation in Full and Part Time degree programs at AST on a rolling five-year average as set out in Schedule "A".
2. To establish and fund a Facilities Renewal Endowment Fund having a net present value at inception of \$1.6 million, the purpose of which is to enable AST to maintain, adapt and renew facilities to meet its evolving circumstances.
  - a. Each of the **Founding Parties** will make an initial payment to the Facilities Renewal Endowment Fund of \$50,000.00 on July 1, 2001.
  - b. **The Founding Parties** will make annual contributions totaling \$136,000 to the Facilities Renewal Endowment Fund for not less than seventeen years commencing January 1, 2002 with equal quarterly payments on January 1, April 1, July 1 and October 1 of each year based upon denominational participation in Full and Part Time degree programs at AST. This contribution formula will be fixed for the initial five-year term and thereafter may be revised by unanimous agreement of the **Founding Parties**.
  - c. The Facilities Renewal Endowment Fund will be administered by a three person Board of Trustees comprised of one representative chosen by each of the **Founding Parties** from the amongst the nominees of that Founding Party on the Board of AST.
  - d. The Trustees of the Facilities Renewal Endowment Fund shall be empowered to spend the income, and as much of the capital, as they in their absolute discretion deem necessary or advisable, for the maintenance, adaptation and renewal of the facilities at AST.
  - e. While \$1.6 million is the estimated cost of renewing and adapting AST's current facilities over the next 25 years it is the expectation of the **Founding Parties** that AST will itself contribute to the Facilities Renewal Endowment Fund on an ongoing basis in the future.

982586.1

3. Schedule A to this Agreement sets out the **AST** enrolment statistics used to calculate the contribution levels of the **Founding Parties** and the methodology which will be used to calculate and revise future contributions to the Annual Operating Assessment and the Facilities Renewal Endowment Fund.
4. **AST** joins in the Agreement for the purpose of acknowledging notice of its existence and contents.
5. Except as set out in this Amending Agreement, the provisions of the Agreement made as of March 29, 1971 as amended by Amending Agreements made as of October 1, 1971 and October 31, 1991 remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

Witness Ed Meyer

PINE HILL DIVINITY HALL

)By: Vincent Hayes

)And: Vincent Hayes

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX

Witness Ed Meyer  
Pauline Hamilton

)By: John Joseph D.

)And: Richard D.

THE DIOCESAN SYNOD OF NOVA SCOTIA AND PRINCE EDWARD ISLAND, THE DIOCESAN SYNOD OF FREDERICTON AND THE UNIVERSITY OF KINGS COLLEGE

Witness Ed Meyer

)By: Dr. J. J. D.

)And: Jay J.

ATLANTIC SCHOOL OF THEOLOGY

Witness Ed Meyer

)By: Charlotte S. Johnson

)And: William Johnson

**Schedule A**

**Atlantic School of Theology**  
**Enrollment Statistics Five Academic Years ended June 30th 1996-2001**  
**Full and Part Time Degree Program Student Course Credits**

<b>BTh Program</b>	<b>2001</b>	<b>2000</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>	<b>Five Year Average</b>	<b>Five Year Avg. %</b>
	ACC	0.0	9.0	13.0	26.0	6.0	10.8
RC	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
UCC	0.0	38.0	45.0	11.0	34.0	25.6	70.3%
	0.0	47.0	58.0	37.0	40.0	36.4	100.0%

<b>MDiv Program</b>	<b>2001</b>	<b>2000</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>	<b>Average</b>	<b>Avg. %</b>
	ACC	144.5	115.0	101.5	75.0	101.0	107.4
RC	73.5	84.0	86.0	73.5	68.5	77.1	15.2%
UCC	254.5	429.0	310.5	299.5	314.5	321.6	63.5%
	472.5	628.0	498.0	448.0	484.0	506.1	100.0%

<b>MTh Program</b>	<b>2001</b>	<b>2000</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>	<b>Average</b>	<b>Avg. %</b>
	ACC	0.0	0.0	0.0	2.0	4.0	1.2
RC	5.0	0.0	0.0	2.0	0.0	1.4	35.0%
UCC	0.0	0.0	0.0	5.0	2.0	1.4	35.0%
	5.0	0.0	0.0	9.0	6.0	4.0	100.0%

<b>MTS Program</b>	<b>2001</b>	<b>2000</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>	<b>Average</b>	<b>Avg. %</b>
	ACC	23.5	37.0	37.0	4.0	23.5	25.0
RC	43.0	59.0	24.0	19.0	43.0	37.6	53.3%
UCC	11.0	18.0	0.0	0.0	11.0	8.0	11.3%
	77.5	114.0	61.0	23.0	77.5	70.6	100.0%

<b>Total Degree Programs</b>	<b>2001</b>	<b>2000</b>	<b>1999</b>	<b>1998</b>	<b>1997</b>	<b>Average</b>	<b>Avg. %</b>
	ACC	168.0	161.0	151.5	107.0	134.5	144.4
RC	121.5	143.0	110.0	94.5	111.5	116.1	18.8%
UCC	265.5	485.0	355.5	315.5	361.5	356.6	57.8%
	555.0	789.0	617.0	517.0	607.5	617.1	100.0%

The annual operating assessment participation percentage for each of the **Founding Parties** is based on the five-year moving average of full and part time degree program student credits for those students associated with each Church represented by the **Founding Parties**. The percentage share of each **Founding Party** shall be calculated at the end of AST's fiscal year based on the activity during the previous five years to that fiscal year end and that each **Founding Party** will apply their percentage to the Annual Operating Assessment amount to calculate the amount payable for the following year.

**Table: A Annual Operating Assessment By Quarter for the Five Year Period Ending March 31, 2006** has been prepared based on the strategic financial projection included in Appendix B of the AST Strategic Options Assessment April 2001 issued April 3, 2001 adjusted to reflect the actual payment by the **Founding Parties** in the first quarter and elimination of the National United Church of Canada portion in the last three quarters assuming the new Annual Operating Assessment will be implemented July 1, 2001 with payments as currently scheduled at the beginning of each quarter.

**Table A: Annual Operating Assessment By Quarter for the Five Year Period Ending March 31, 2006**

Year	April 1	July 1	October 1	January 1	Total
2001/02	\$136,026	\$98,000	\$98,000	\$98,000	\$430,026
2002/03	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
2003/04	\$104,000	\$104,000	\$104,000	\$104,000	\$416,000
2004/05	\$108,000	\$108,000	\$108,000	\$108,000	\$432,000
2005/06	\$112,000	\$112,000	\$112,000	\$112,000	\$448,000

Participation in the quarterly payments is based on the continuation of the April 1, 2000 to March 31, 2001 Assessment per the **Founding Parties** Amending Agreement dated October 31<sup>st</sup>, 1991 and the implementation of the new annual assessment participation percentages based on the rolling average of full and part time student degree courses by **Founding Party** denomination for the five years ended March 31, 2001 (per **Table C: Five Year Average Full and Part Time Degree Program Participation Percentages**) as outlined in **Table B: Annual Operating Assessment April 1, 2001 to March 31, 2002**.

**Table B: Annual Operating Assessment April 1, 2001 to March 31, 2002.**

	April 1	July 1	October 1	January 1	Total
Anglican	\$30,534	\$22,932	\$22,932	\$22,932	\$99,330
Roman Catholic	\$15,268	\$18,424	\$18,424	\$18,424	\$70,540
United	\$90,224	\$56,644	\$56,644	\$56,644	\$260,156
<b>Total</b>	<b>\$136,026</b>	<b>\$98,000</b>	<b>\$98,000</b>	<b>\$98,000</b>	<b>\$430,026</b>



The following participation percentages are based on the rolling average of full and part time student degree courses by Founding Party denomination for the five years ended March 31, 2001:

**Table C: Five Year Average Full and Part Time Degree Program Participation Percentages**

Founding Party Denomination	Percentage Share
Anglican	23.4%
Roman Catholic	18.8%
United	57.8%
	100.0%

Allocation of the Facilities Renewal Endowment Fund initial and annual payments, having a net present value at inception of \$1.6 million, is outlined in **Table D: Facilities Renewal Endowment Fund Payments**. The initial payment is due July 1, 2001 and the annual payments start January 1, 2002 with equal quarterly payments due January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year. The percentage share will be reviewed every five years by the **Founding Parties** and by unanimous agreement the payment share may change on January 1<sup>st</sup> 2007, 2012, 2017 and thereafter as may be agreed unanimously by the **Founding Parties**.

**Table D: Facilities Renewal Endowment Fund Payments**

Founding Party Denomination	Initial Payment Percentage Share	Initial Payment Amount	Annual Payment Percentage Share	Annual Payment Amount
Anglican	33.3%	\$50,000	23.4%	\$31,824
Roman Catholic	33.3%	\$50,000	18.8%	\$25,568
United	33.3%	\$50,000	57.8%	\$78,608
	100.0%	\$150,000	100.0%	\$136,000

# AN ACT TO INCORPORATE ATLANTIC SCHOOL OF THEOLOGY

(June 1974)

BILL NO. 24

Private Bill

1<sup>st</sup> Session, 51<sup>st</sup> General Assembly,  
Nova Scotia  
23 Elizabeth II, 1974

An Act to Incorporate Atlantic School of Theology

The Honourable George M. Mitchell, Q.C.  
Halifax Cornwallis

Halifax  
Printed by Queen's Printer for Nova Scotia

BILL NO. 24 1974

An Act to Incorporate  
Atlantic School of Theology

BE IT ENACTED by the Governor and Assembly as follows:

1. In this Act,
  - a. “Board” means the Board of Governors of the School;
  - b. “President” means the President of the School;
  - c. “School” means Atlantic School of Theology
  - d. “Senate” means Senate of the School
2.
  - 1) The Board is created a body corporate under the name of “Atlantic School of Theology”.
  - 2) The members of the Board shall consist of the person holding, from time to time, the office of the President of the School together with nineteen other members, as follows:

Right Reverend George F. Arnold

Doctor Eric W Balcom

Very Reverend H. Rhodes Cooper

Honourable Gordon S. Cowan

Reverend Sister Helen Darte

Doctor Patrick Flynn

Reverend W. Chalmers Hatcher

Doctor J. Graham Morgan

Doctor Robert M. MacDonald

William Corkum

Thomas M. O’Neill

Reverend John Pitt

Reverend Lloyd J. Robertson

Dean W. Salsman

Reverend J. Barry Wheaton

Two members of the faculty of the School to be appointed by the faculty

Two students to be appointed by the students registered at the School

The said nineteen members shall hold office until the thirtieth day of June, 1975

- 3) Thereafter, the Board shall consist of twenty governors, including the president
- 4) The first vacancies on the Board shall be filled by the appointment
  - a. Five members of the Roman Catholic Episcopal Corporation of Halifax, a corporation sole, constituted under Chapter 102 of the Acts of 1888, of whom two shall be appointed to serve for three years, two shall be appointed to serve for two years and one shall be appointed to serve for one year;
  - b. Five members by the Board of Governors of the University of King’s College, a corporation originally constituted under Chapter 4 of the Acts of 1789, of whom two shall be appointed to serve for three years, two shall be appointed to serve for two years and one shall be appointed to serve for one year;
  - c. Five members by Pine Hill Divinity Hall of whom two shall be appointed to serve for three years, two shall be appointed to serve for two years and one shall be appointed to serve for one year;
  - d. Two members of the faculty of the School from their number, of whom one shall be appointed to serve for two years and one shall be appointed to serve for one year;
  - e. Two members by the students registered at the School, of whom one shall be appointed to serve for two years and one shall be appointed to serve for one year;
- 5) Whenever a member of the Board ceases to hold office, the body that appointed the member shall appoint a person to fill the vacancy, to serve in the case of an unexpired term for the balance of the former member’s term of office; in the case of an expired term provided for in clauses (a), (b) and (c) of subsection (4) of this Section for a term of three years; and in the case of an expired term provided for by clauses (d) and e of subsection (4) for a term of two years.
- 6) A member of the Board, other than the President, shall serve no more than six consecutive years, but is eligible for reappointment after the lapse of a further year.

- 7) Notwithstanding a vacancy in the Board, the remaining members of the Board have and may exercise all powers, rights and privileges of the Board.
3. The purpose of the School is to educate and form people for Christian service and to serve the Christian community at large, but primarily in the Atlantic Provinces of Canada by providing training for Christian ministries, both lay and ordained, and opportunities for theological study within the context of a community of faith.
4. Subject to the provisions of this Act the Board shall be responsible for the financing of the School and the government, conduct, management and control of the School and all property, revenues, business and affairs of the School shall be vested in the Board, and the Board shall have all powers necessary to perform its duties and achieve the objects and purposes of the School, including, without restricting the generality of the foregoing power:
  - a. To provide courses of instruction for students for the ordained ministry or other forms of Christian service;
  - b. To provide undergraduate and postgraduate courses in theology
  - c. To provide adult studies in theology, religion and Christian service
  - d. To provide continuing education for the clergy and others in their Christian service;
  - e. To provide catechetical resources and services;
  - f. To provide facilities for theological research;
  - g. To provide library facilities and services
  - h. To sell, rent, loan or by other means distribute and provide facilities for the sale, rental, loan or other means of distribution of printed matter, visual aids, recordings, tapes and other means of communication;
  - i. To federate, affiliate or co-operate with any university, college, school or other institution and enter into any agreements for that purpose
  - j. To appoint and remove the President, professors and other members of the teaching staff and all other officers, agents and employees of the School;
  - k. To fix the numbers, duties, salaries and other emoluments of the President, professors and other members of the teaching staff and all other officers, agents and employees of the School;
  - l. To appoint an Executive Committee and such other committees as it may deem advisable and delegate to any such committee any of its powers;
  - m. To borrow money for the purpose of the School and give security therefor, on such terms and in such amounts as it may deem advisable;
  - n. To make by-laws and regulations for the conduct of its affairs and to determine a quorum for meetings of the Board or any committees thereof, and the manner and time for calling such meetings.
5. The Board may enter into an agreement with any Christian denomination, formal association representing two or more Christian denominations or institutions under which such denomination, association or institution accepts the objectives of the School specified in Section 3 of this Act, and agrees to share in one or more aspects of carrying out those objectives.
6.
  - 1) There shall be a Senate for the School which is representative of the internal academic community and which includes student representation chosen by the students and shall include alumni of the School and representatives of the denominations, associations or institutions participating in the School, and subject thereto the composition of the Senate shall be determined by by-law of the Board
  - 2) The President shall be Chairman of the Senate
  - 3) Subject to the provisions of this Act, the Senate shall decide all matters pertaining to the academic welfare of the School, including courses of study, academic standards and the granting of degrees and diplomas and, for such purposes, may
    - a. Recommend to the Board the federation, affiliation or co-operation with any university college, school or other institution, or the discontinuance of such federation, affiliation or co-operation;
    - b. Determine the courses of study, admission standards, qualifications for diplomas, certificates and degrees, examinations, scholarships and bursaries and issue calendars and other official publications;

- c. Provide for student discipline;
  - d. Create such committees as it deems necessary or useful and delegate to such committees such powers as it considers necessary; and
  - e. Enact regulations governing the matters assigned to it by this Section
7. The senior administrative officer of the School shall be the President, who shall be appointed by the board
  8. The School shall have in its own right and name the power to grant degrees.
  9.
    - 1) The School shall be carried on without purpose of gain to any of its members and any surplus or any accretion of the School shall be used solely for the operation of the School and the promotion of its objects.
    - 2) If, for any reason, the operations of the School are terminated or wound up or dissolved and there remains at that time, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to and distributed among one or more charitable organizations for the promotion of objects similar to those of the School.
  10. This Act shall be deemed to have come into force on the first day of May, 1974, and shall accordingly be read and construed and given effect on and from that date.

BILL NO. 24

An Act to Incorporate  
Atlantic School of Theology

1<sup>st</sup> Reading: June 3, 1974

2<sup>nd</sup> Reading: CWH:

3<sup>rd</sup> Reading:

The Honourable George M. Mitchell, Q.C.  
Halifax Cornwallis

1974