

**THIS GRANT AGREEMENT** made the 1<sup>st</sup> day of April, 2024.

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA**, as represented by the Minister of Advanced Education (the "**Minister**")

**OF THE FIRST PART**

**AND:**

**NOVA SCOTIA COLLEGE OF ART AND DESIGN**, as represented by the Board of Governors of the Nova Scotia College of Art and Design, a body corporate pursuant to the laws of the Province of Nova Scotia ("**NSCAD**" or the "**University**")

**OF THE SECOND PART**

**WHEREAS**

- A. The Minister is responsible for the supervision, management and control of all affairs and matters related to post-secondary education in the Province of Nova Scotia.
- B. The *Universities Accountability and Sustainability Act*, SNS 2015, c 11 authorizes the Minister to provide the University with funding to defray operational expenditures and capital costs, which funding may be subject to terms and conditions.
- C. The University is an independent board governed institution that provides students with high-quality post-secondary education and training.
- D. The Minister wishes to provide the University with funding to support its operational expenditures and capital costs while also ensuring accountability for this significant investment of public funds, including the advancement of government priorities in areas of healthcare, housing, and the labour market.

**NOW THEREFORE** in consideration of their respective obligations contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

## **1.0 PURPOSE**

- 1.1 The purpose of this Agreement is to establish the terms and conditions pursuant to which the Minister will provide funding to the University to support its operational expenditures and capital costs for the 2024-2025 Fiscal Year.

## **2.0 AGREEMENT**

2.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- a) These Articles of Agreement;
  - b) Schedule A – NSCAD Payment Terms
  - c) Schedule B – Student Tuition and Nova Scotia University Student Bursary
  - d) Schedule C – Strategic Alignment Plan
  - e) Schedule D – International Student Sustainability Plan
  - f) Schedule E – Committees
  - g) Schedule F – Bed Provisioning Rates
  - h) Schedule G – NSCAD Reporting Requirements and Due Dates
- (collectively the “**Agreement**”)

## **3.0 INTERPRETATION AND DEFINITIONS**

3.1 For the purposes of interpretation:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency;
- e) unless the context requires otherwise, a reference to “day” or any variation thereof means any day of the year except a Saturday, a Sunday or a civic holiday observed in the Province of Nova Scotia (a “business day”); an obligation that falls on a day that is not a business day will be automatically adjusted to the first business day following the original date;

and

- f) "including" or any variation thereof means "including, without limitation" and any words that follow shall not be construed to be an exhaustive list.

3.2 In addition to any term defined elsewhere in this Agreement, a capitalized term as the same meaning given to it in this section:

**"Academic Year"** means a year beginning on September 1 and ending on August 31 of the following year.

**"Administrative Expense"** means an operational cost or expense incurred and paid or to be paid by the University, including any cost or expense related to supplies, information technology and library services, externally contracted services, professional fees, procurement, financial services, and utilities. An Administrative Expense does not include a capital cost, or any cost or expense related to:

- (i) building infrastructure, including property taxes, facilities renewal and deferred maintenance; or
- (ii) student financial assistance.

**"Advanced Education"** means the Nova Scotia Department of Advanced Education.

**"Agreement End Date"** means March 31, 2025.

**"Ancillary Fee"** means a non-academic fee charged to a student by the University or collected by the University on behalf of a third-party, including residence accommodations, food services, health services, and athletic services.

**"Auxiliary Fee"** means a mandatory academic fee charged by the University to a student enrolled in a program or course, including fees for supplies, equipment, labs, and field trips.

**"Bed Provisioning Rate"** means the total number of student housing beds owned by or under the control of the University (numerator) divided by the total number of Full Time Students enrolled in the University (denominator) expressed as a percentage.

**"Effective Date"** means April 1, 2024.

**"Fiscal Year"** means the period beginning on April 1 and ending on March 31 of the following year.

**"Full Time Student"** has the same meaning as subsection 2(f)(i) of the *Direct Student Loan Regulations*, N.S. Reg. 342/2008 (as amended).

**"Grant"** means all monies paid to the University under Section 5.1 of this Agreement.

**"International Student"** means a student that is not a Canadian citizen, a permanent resident, or a protected person within the meaning of the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27.

**"International Student Sustainability Plan"** means a plan that includes all information required by **Schedule D – International Student Sustainability Plan**.

**"Nova Scotia Student"** means a student attending the University that satisfies at least one of the following eligibility criteria:

- (i) the student has a student loan from the Government of Nova Scotia;
- (ii) the student entered university immediately after graduating from a high school located in Nova Scotia;
- (iii) the student resided in Nova Scotia for a minimum of twelve (12) consecutive months prior to the first day of the first month in which their classes begin; or
- (iv) the student is a dependent child of a parent or guardian that has resided in Nova Scotia for a minimum of twelve (12) consecutive months prior to the first day of the first month in which the student's classes begin;;

but does not include an International Student or a student in receipt of student loan assistance from another province or territory.

**"Nova Scotia University Student Bursary"** means a bursary provided by the Minister to Nova Scotia Students under Section 5.2 of this Agreement.

**"Parties"** means the Minister and the University collectively and **"Party"** means any one of them.

**"Strategic Alignment Plan"** means a plan that includes all information required by **Schedule "C" – Strategic Alignment Plan**.

**"Tuition"** means the total mandatory cost charged to a student by the University in respect of a program or course for which the student is registered:

- (i) including any mandatory differential cost or fee charged to an International Student by the University in respect of a program or course; and

- (ii) excluding Auxiliary Fees, Ancillary Fees, and any reduction in tuition resulting from a bursary, scholarship, or tuition waiver of any kind.

**"UASA"** means the *Universities Accountability and Sustainability Act*, SNS 2015, c 11.

**"Undergraduate Program"** means a course or series of courses that may be credited toward completion of:

- (i) a bachelor's degree; or
- (ii) a professional degree program that provides a student with the academic qualifications required to practice a profession, unless that professional degree program leads to a Doctor of Medicine (MD), Juris Doctor (JD), Doctor of Dental Surgery (DDS), or Doctor of Pharmacy (PharmD).

#### **4.0 TERM**

- 4.1 Notwithstanding the date of signature, this Agreement shall come into effect on the Effective Date and shall expire on the Agreement End Date, unless terminated earlier in accordance with Article 11.0 (Default).

#### **5.0 FINANCIAL CONTRIBUTION OF THE PROVINCE**

- 5.1 Subject to the terms and conditions of the Agreement, the Minister agrees to make a one-time discretionary grant of funds to the University in accordance with **Schedule A – NSCAD Payment Terms**.
- 5.2 In addition to the Grant, the Minister agrees to continue the Nova Scotia University Student Bursary for the remainder of the 2023-2024 Academic Year through to the end of the 2024-2025 Academic Year and in accordance with **Schedule B – Tuition Policy and Nova Scotia University Student Bursary**.
- 5.3 Any payment permitted or required to be made by the Minister under this Agreement is subject to appropriation of funds by the Province of Nova Scotia in an amount sufficient for the purposes of this Agreement.

#### **6.0 OBLIGATIONS OF THE UNIVERSITY**

- 6.1 Without limiting any of the other obligations of the University under this Agreement, the University shall:
  - a) develop a plan for shared inter-university administrative initiatives that, if implemented, would reduce the University's Administrative Expenses by

not less than 5% from the University's Administrative Expenses in the 2023-2024 Fiscal Year;

- b) develop a Strategic Alignment Plan;
- c) develop an International Student Sustainability Plan;
- d) administer the Nova Scotia University Student Bursary and implement the minimum tuition policy requirements in accordance with **Schedule B – Tuition Policy and Nova Scotia University Student Bursary**;
- e) provide minimum levels of student housing in accordance with **Schedule F – Bed Provisioning Rates**;
- f) create an inclusive and equitable learning environment for 2SLGBTQIA+ students, Mi'kmaq and Indigenous students, African Nova Scotians and students of African descent, racially visible students, and students with disabilities by:
  - (i) identifying systemic barriers that impact students from underrepresented groups from accessing the same opportunities, experiences and education as students who are not from an underrepresented group;
  - (ii) developing and implementing programs, policies, initiatives, and strategies to remove the systemic barriers identified under clause (i), including programs, policies, initiatives, and strategies to recruit and retain students from underrepresented groups; and
  - (iii) consulting with first voice students and stakeholders from an underrepresented group when identifying a systemic barrier under clause (i) and developing and implementing a program, policy, initiative and strategy under clause (ii);
- g) discharge its obligations to the Minister under this Agreement in a competent, professional and timely manner, and assign only duly qualified competent and skilled personnel to carry out its obligations under this Agreement; and
- h) observe and abide by all applicable federal, provincial and municipal government laws, regulations and by-laws when carrying out its obligations under this Agreement.

## 7.0 COMMITTEES

- 7.1 The Parties acknowledge the importance of collaboration within the post-secondary education sector, and shall support this collaboration through participation in the following committees:
- a) partnership committee focused on post-secondary system transformation and overall stewardship of the university system;
  - b) academic programming committee focused on enhancing and modernizing academic programming, and student well-being;
  - c) financial sustainability and accountability committee focused on enhancing financial transparency, accountability and financial oversight of the university system;
  - d) research and innovation committee focused on improving coordination and connection of efforts across the research and innovation ecosystems to achieve Provincial priorities and future needs; and

unless the Parties agree otherwise, the purpose of each committee is as described in **Schedule E – Committees**.

- 7.2 In addition to a committee under Section 7.1, the University shall continue to participate in the HealthyMindsNS Committee and the Provincial Sexual Violence Prevention Committee during this Agreement. The purpose and membership of each committee is as set out in the:
- a) HealthyMindsNS Committee Terms of Reference, initially approved December 10, 2018, and amended from time to time; and
  - b) Provincial Sexual Violence Prevention Committee Terms of Reference, initially approved September 29, 2021, and amended from time to time.

## **8.0 REPORTING**

- 8.1 The University acknowledges that under s. 4(1)(g) of the UASA the Minister may require that the University provide reports and returns to the Minister and to specify the form and content of such reports and returns. The University agrees that nothing in this Agreement derogates or detracts from the Minister's general authority to require reports and returns pursuant to the UASA. Notwithstanding the foregoing:
- a) the Minister agrees that a requirement to provide a report or return not specified in this Agreement will be communicated to the University in writing; and

b) the University shall provide any such report or return required by the Minister in a timely manner.

8.2 The University shall also prepare and submit all reports listed in **Schedule G – NSCAD Reporting Requirements and Due Dates**.

## **9.0 CONFLICT OF INTEREST**

9.1 The University shall, for the duration of this Agreement, avoid any actual or perceived conflict of interest between its obligations to the Minister under this Agreement and its obligations to a third party. The University shall advise the Minister of any such conflict, including any steps taken by the University to mitigate the conflict.

9.2 For the purposes of Section 9.1, a conflict of interest includes a circumstance where the University has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the University's objective, unbiased or impartial performance of this Agreement.

## **10.0 ACCESS TO INFORMATION**

10.1 The Parties acknowledge that they are each subject to the *Freedom of Information and Protection of Privacy Act*, SNS 1993, c 5, and information pertaining to this Agreement may be disclosed to the public in accordance with that act.

10.2 The Minister may proactively disclose the name of the University, the amount of the University's Grant and this Agreement (in whole or in part), which disclosure includes publishing on the official website of the province of Nova Scotia.

## **11.0 DEFAULT**

11.1 The Minister may declare default under this Agreement if any of the following events occur:

- a) the University has not complied with any term, condition or undertaking in this Agreement;
- b) the University has submitted false or misleading information to the Minister or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the University, to the satisfaction of the Minister; and
- c) the University becomes insolvent, commits an act of bankruptcy, has a bankruptcy order made against it, makes an assignment to the benefit of



creditors, takes the benefit of a statute relating to bankrupt and insolvent debtors, goes into receivership or bankruptcy, ceases to operate, or is wound up or dissolved.

11.2 If the Minister declares default pursuant to:

- a) Section 11.1 (b) or (c); or
- b) Section 11.1(a), and the defect has not been cured within a period of thirty (30) days of receipt by the University of written notice of default or such other time period as the Minister may allow;

then the Minister may, in addition to any other remedies available by law or this Agreement, exercise one or more of the following remedies:

- (i) terminate the Agreement with immediate effect;
- (ii) suspend any obligation of the Minister to make or continue to make payments to the University under this Agreement;
- (iii) terminate any obligation of the Minister to make or continue to make payments to the University under this Agreement; and
- (iv) direct the University to repay all or part of the Grant that has been paid to the University. Any such amount is a debt due to the Minister and recoverable as such.

11.3 For clarity, the remedies under Section 11.2 are cumulative.

## **12.0 EVALUATION AND AUDIT**

12.1 The University shall establish and maintain accurate financial records related to the Grant, including proper books, accounts and records as necessary for the proper financial management of the Grant, and such records shall be maintained by the University:

- a) in accordance with generally accepted Canadian accounting principles and this Agreement; and
- b) during the term of the Agreement and for a period of seven (7) years after the Agreement End Date.

12.2 During the Agreement and for a period of seven (7) years after the Agreement End Date, the Minister may conduct periodic audits of the University's compliance with this Agreement, including compliance with its financial provisions. The Minister may direct that any such audit be carried out by an

independent auditor or other representative appointed by the Minister.

- 12.3 The University shall cooperate with the Minister and any representative appointed to undertake an audit on the Minister's behalf, and shall, upon the Minister's request:
- a) provide reasonable and timely access to all records referred to in Section 12.1 and any other report, document or other record in connection with the Grant or this Agreement; and
  - b) permit the examination, inspection, audit, and copying (in whole or in part) of any document made available or required to be made available pursuant to this clause.
- 12.4 The Minister shall bear the costs of an audit conducted under Article 12.0.

### **13.0 LIABILITY AND INDEMNITY**

- 13.1 The Minister and the Minister's officers, employees, agents and other representatives, successors and assigns shall not be liable for any injury or damage (including death) to any person or to any property of the University as a result of or arising out of this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of an officer, or servant of the Minister while acting within the scope of their employment. In no event shall the Minister be liable for any incidental, indirect or consequential damages that are sustained by the University, howsoever caused, as a result of or arising out of this Agreement.
- 13.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Minister respecting any additional or future funding to the University beyond the Grant. The Minister shall have no responsibility for any expenses incurred by the University before or after the Agreement, or that exceed the Grant payable under this Agreement.
- 13.3 The University shall indemnify and save harmless the Minister and the Minister's officers, employees, agents and other representatives, successors and assigns (collectively, the "Indemnified Parties") from any and all losses, damages (including incidental, indirect and consequential damages), liabilities, judgment, claims, demands, causes of action, suits, actions or other proceedings of any kind or nature and expenses (including legal fees) which the Indemnified Parties, or any of them, may suffer or incur arising in connection with or as a result of anything done or omitted to be done by the University and the University's officers, employees, agents and other representatives, successors and assigns in the performance of this Agreement. The indemnity referred to in this Section 13.3. shall not extend to any costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts or other

proceedings of any kind or nature to the extent that they are based on, occasioned by, or attributable to anything negligently done or omitted to be done by the Indemnified Parties in connection with this Agreement or the performance of this Agreement.

#### **14.0 RELATIONSHIP**

14.1 Nothing in this Agreement shall be construed to imply or create an employment relationship, agency, joint venture or partnership relationship between the Parties and any of their officers, directors, employees or agents.

14.2 The University has no authority to bind the Minister to any agreement and agrees that it will not hold itself out as having any such authority.

#### **15.0 DISPUTE RESOLUTION**

15.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall each make reasonable efforts to resolve any such dispute on a timely basis through good faith negotiations. Disputes shall be promptly referred by each Party to their respective senior management representatives who have the authority to resolve the matter. In the event that such representatives cannot resolve the dispute within thirty (30) days, or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation.

15.2 Nothing in this Article 15.0 prevents a Party from exercising its rights of termination under this Agreement.

#### **16.0 NOTICE**

16.1 Any notice or communication required or permitted to be given by a Party under this Agreement must be in writing and delivered by hand, electronic mail or registered mail to the other Party at the address and to the attention of the contact individual below:

On behalf of the Minister:

Lindsay Wadden  
Executive Director, Strategy, Policy  
and Partnerships  
1505 Barrington Street  
11<sup>th</sup> Floor, Maritime Centre  
Halifax, NS B3J 3K5

Email: [PSIReporting@novascotia.ca](mailto:PSIReporting@novascotia.ca)

On behalf of the University:

Leanne Dowe  
Chief Financial Officer  
5163 Duke Street  
Halifax, Nova Scotia  
B3J 3J6

Email: [ldowe@nscad.ca](mailto:ldowe@nscad.ca)

- 16.2 A notice or communication will be deemed to be duly given and received:
- a) five (5) days after posting, if sent by registered mail; or
  - b) on the day it is delivered, if sent by electronic mail or hand delivered.
- 16.3 A Party may change its address or contact provided in Section 16.1 upon written notice to the other Party.

## 17.0 GENERAL

- 17.1 **Time of Essence.** Time shall be of the essence in this Agreement.
- 17.2 **Delegation.** Anything that is required to be done by the Minister pursuant to this Agreement, may be done by anyone duly authorized to act on the Minister's behalf.
- 17.3 **Amendments.** This Agreement may only be amended, modified or supplemented by mutual written agreement of the Parties.
- 17.4 **Severance.** If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall otherwise remain in full force and effect, and such term or provision will be deemed removed from the Agreement.
- 17.5 **Survival.** All provisions of this Agreement which, by their express terms or by their nature, are intended to survive or that must survive in order to give effect to the continuing obligations of the Minister and the University shall survive the Agreement End Date.
- 17.6 **Assignment.** The University shall not assign this Agreement, in whole or in part, without prior written permission of the Minister.
- 17.7 **Waiver.** No term or condition of this Agreement will be deemed to be waived and no breach excused, unless the waiver or consent to the breach is in writing, signed by the Party making the waiver or giving the consent. Any consent by a Party or waiver of a breach by the other, whether expressed or implied, shall not constitute a waiver of, or excuse for any different or subsequent breach or continuation of the same breach, unless expressly stated.
- 17.8 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws in force in Nova Scotia.
- 17.9 **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which when executed and delivered is an original but all of which taken

together constitute one and the same instrument. Delivery of this Agreement by electronic means signed by one Party will be deemed to be valid and effective delivery to the other Party.

17.10 **Signing Authority.** The University represents and warrants that it has the full power and authority to enter in this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**WITNESSED BY:**

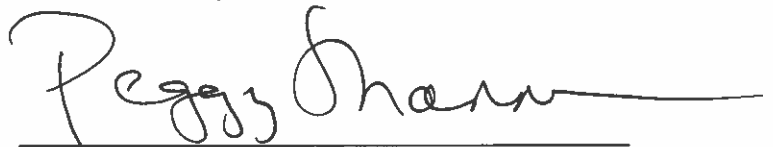
**DATED AT** Halifax, Nova Scotia  
City Province

08 day of May, 2024  
Day Month Year

**NOVA SCOTIA COLLEGE OF ART AND DESIGN, as represented by the Board of Governors of the Nova Scotia College of Art and Design**



Witness Signature  
William Barker  
Title: Chair, NSCAD  
Board of Governors



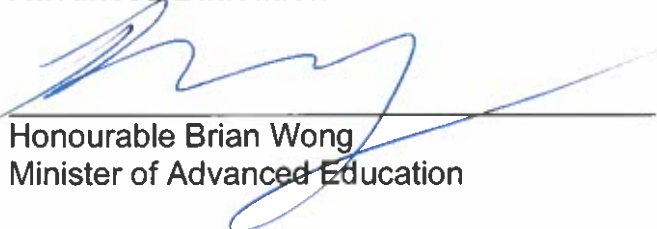
Name: Peggy Shannon  
Title: President

**WITNESSED BY:**

**DATED AT** Halifax, Nova Scotia  
City Province

01 day of 05, 2024  
Day Month Year

**HIS MAJESTY THE KING in right of the PROVINCE OF NOVA SCOTIA, as represented by the Minister of Advanced Education**

  
Witness Signature  
Honourable Brian Wong  
Minister of Advanced Education

## Schedule A – NSCAD Payment Terms

### A.1 Total Funding

Subject to Section A.3, the total funding payable to the University under this Agreement shall not exceed \$8,908,941 (“**Core Operational Funding**”).

### A.2 Payment Schedule

1. In lieu of the Core Operational Funding being paid to the University in twelve (12) equal installments, the Province agrees to make a lump sum payment to the University in accordance with the Advanced Education Post-Secondary Operating Grant Payment policy, and pursuant to that policy the lump sum payment shall be subject to a time value discount in the amount of \$97,512.
2. The Core Operational Funding, less the time value discount, shall be paid to the University on or about April 1, 2024, or the date the Agreement is signed by both Parties, whichever is later.

### A.3 Strategic Alignment Plan Payment

1. The University shall develop a Strategic Alignment Plan in form and content satisfactory to the Minister and provide a copy to the Minister no later than June 30, 2024.
2. The University shall provide such additional information as the Minister may reasonably require to assess the Strategic Alignment Plan.
3. Upon the Minister being satisfied with the form and content of the Strategic Alignment Plan, the University shall be entitled to receive an additional lump sum payment in the amount of \$178,179 (“**SAP Payment**”) within sixty (60) calendar days of the Minister being so satisfied, or such other timeframe as may be mutually agreed between the Parties.
4. For clarity, the SAP Payment shall be in addition to the University's Core Operational Funding.

### A.4 Additional Payment Terms

1. In the event payments made to the University exceed the amount to which the University is entitled under this Agreement, the excess is a debt owing to the Minister and shall be promptly repaid.

2. Notwithstanding anything to the contrary in this Agreement, the Minister may, in the Minister's sole discretion, waive any condition (in whole or in part) required to be met by the University to release the SAP Payment.
3. No interest is payable to the University on the SAP Payment.

[end of schedule]

## **Schedule B – Tuition Policy and Nova Scotia University Student Bursary**

### **B.1 Tuition**

1. The University shall not increase the Tuition payable by a Nova Scotia Student enrolled in an Undergraduate Program during the 2024-2025 Academic Year more than 2% above the Tuition charged by the University to a Nova Scotia Student attending that same program during 2023-2024 Academic Year.
2. The University shall increase the Tuition payable by an International Student enrolled in the first year of an Undergraduate Program by a minimum of 9% above the Tuition charged by the University to an International Student attending that same program during the 2023-2024 Academic Year.

### **B.2 Nova Scotia University Student Bursary Entitlement**

1. The Nova Scotia University Student Bursary is calculated on a per student basis at a rate of one hundred and twenty-eight dollars and thirty cents (\$128.30) for each three (3) credit hour course in which the Nova Scotia Student is enrolled. In the event the student withdraws from a course and receives or is entitled to receive a Tuition refund in respect of that course the student's bursary entitlement will be recalculated to remove that course.
2. The Nova Scotia University Student Bursary must be applied to Tuition on a priority basis, and before the application of any other tuition waiver, third-party bursary, or scholarship to which the Nova Scotia Student may be entitled.
3. In the event the amount of the Nova Scotia Student Bursary to which a Nova Scotia Student is entitled is greater than the amount of Tuition owed by that student to the University the difference is deemed "excess" and the student is not entitled to the excess. For clarity:
  - a) the bursary has no cash value; and
  - b) in no circumstances will be the bursary be applied to debt owed by the student to the University in respect of their enrollment in one or more courses during a previous semester or Academic Year.

### **B.3 Nova Scotia University Student Bursary Process**

1. The Minister and the University agree to administer the Nova Scotia University Student Bursary in accordance with the following processes:
  - a) The Minister shall:



- i. provide an advance bursary payment to the University in respect of the fall and winter semesters of the 2024-2025 Academic Year no later than September 30, 2024. The advanced payment shall not exceed 80% of the actual bursary payment made to the University for the 2023-2024 Academic Year fall and winter semesters; and
- ii. establish, maintain and administer an appeal process for students who have been determined by the University to be ineligible to receive the bursary and wish to have their eligibility reconsidered and communicate this process to the University no later than thirty (30) calendar days before the start of 2024-2025 Academic Term

b) The University shall:

- i. calculate and apply the bursary pursuant to Section B.1;
- ii. if the University determines a student is not eligible to receive the bursary and the student would like to appeal that decision, the University must advise the student how they may appeal to the Minister for a reconsideration of their eligibility. If, upon reconsideration, the Minister determines the student is eligible to receive the bursary the Minister will advise the University in writing and the University shall apply the bursary to the account of the student retroactively;
- iii. establish and maintain accurate records respecting all bursary disbursements and appeals, including the following information student name/ID, date, bursary amount, and reason for appeal and the resulting outcome from the Minister (if applicable); and
- iv. submit an invoice to the Minister detailing actual bursary disbursements pursuant to the following schedule no later than August 15, 2024 for the spring/summer 2024 semesters and March 1, 2025 for the fall 2024 and winter 2025 semesters. In the event the advance payment made by the Minister exceeds the actual bursary disbursements made by the Minister, the excess is a debt owing to the Minister and shall be promptly repaid by the University.

2. The obligations with respect to the Nova Scotia University Student Bursary contained in this Schedule B shall survive the termination or expiry of the Agreement.

[end of schedule]

## Schedule C – Strategic Alignment Plan

### 1.0 Background and purpose

Nova Scotia's post-secondary sector is a competitive advantage for the province. Increased capacity to conduct research and utilize cutting-edge technologies and equipment make innovation and productivity gains possible. For Nova Scotia's residents and potential students, access to higher education provides fundamental knowledge, community engagement, higher earnings, entrepreneurial skills, and improved employment potential.

Over the past twenty years, the province and publicly funded universities have worked through a series of Memorandums of Understandings and bilateral agreements. Since 2016, Outcome Agreements have been in place with publicly funded universities. A critical assessment of Nova Scotia's direction, its evolving economy, the demands of a changing population, along with how the system balances current, mid-term, and future needs of the post-secondary system, students, businesses, sectors, and industries is needed. Through high-quality education, post-secondary institutions are well positioned to contribute to the advancement of government priorities, economic growth, and positive social impact.

To support this direction, the provincial government (the "**Province**") has invested significantly in Nova Scotia's post-secondary education sector; with the highest per capita expenditures on universities than any other province<sup>1</sup>. Government recognizes that post-secondary institutions are an important economic contributor to the province and that Government plays a critical role in the sustainability of the sector.

As part of this relationship, ensuring accountability for public investment is an important tenet of government funding. Enhancements that make it easier to tell the story of how government investment in institutions is providing value to the province will be an important component of the agreements between government and post-secondary institutions going forward. Moving forward, funding will be attached to performance measurement and transparent reporting will be part of the terms and conditions of receiving funding.

The aim of this *Request for Strategic Alignment Proposal* is to foster the competitive advantage of Nova Scotia's post-secondary sector and further maximize the value of a post-secondary education to society, to the student, and to future potential members of Nova Scotia's workforce. Further, it articulates the Province's vision for Nova Scotia and its future and calls upon universities to demonstrate the enhanced role the institution can play in realizing it.

### 2.0 Government priorities and guidance to publicly funded universities

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<sup>1</sup> Nova Scotia Finance and Treasury Board (2023). Table 5. Government Expenditure by Function 2022. [https://www.novascotia.ca/finance/statistics/archive\\_news.asp?id=19423&dg=&df=&dto=,15o&dti=12](https://www.novascotia.ca/finance/statistics/archive_news.asp?id=19423&dg=&df=&dto=,15o&dti=12)

To be fully aligned to the resources and needs of Nova Scotia, it is expected that universities find ways to support and contribute to helping the Province reach its economic, demographic and health care goals.

### *1. Action for Health*

The Province is focused on creating an efficient, modern, equitable, and respectful healthcare system. We are working to become a magnet for health providers; to provide the care Nova Scotians need and deserve; to cultivate excellence on healthcare frontlines; to build accountability at every level of the healthcare system; to be responsive and resilient; and to address the factors affecting health and wellbeing in Nova Scotia. Post-secondary institutions are important partners for each of the six core solutions and can contribute to advancing the achievement of these by training health care professionals, conducting cutting edge research, and through medical advancements and innovation. Institutions also have a role to play in helping the government advance the actions in the *Health Equity Framework*.

### *2. Improving the standard of living in Nova Scotia*

Post-secondary institutions can help Nova Scotia improve its standard of living to one of the best in Canada by ensuring we have a high-quality post-secondary education system where students thrive and graduate with in-demand skills to be successful in today's workforce. Post-secondary institutions can apply equity, diversity, inclusion, and accessibility principles to increase the number of students from underserved communities enrolling and graduating.

### *3. Increasing the overall productivity of Nova Scotia*

One of the ways we might improve the standard of living in Nova Scotia is to increase our overall productivity; either through technological advances or by enhancing the skills of the labour force. Post-secondary institutions drive productivity in the medium and long term by helping to introduce innovation and technologies into the provincial economy. They also improve the skills of the labour force and - with proper foresight - can help build alignment between training, program offerings, skilling, and re-skilling of the labour supply with current and future labour needs.

### *4. Doubling the population of Nova Scotia by 2060*

The Province has a target to double the population of Nova Scotia by 2060. Post-secondary institutions can contribute to the province's population growth through attraction and retention of international and interprovincial students, faculty, and researchers. Post-secondary institutions play a contributing role in ensuring that newcomers, including students, faculty, and researchers, feel welcomed, included, supported to succeed, have meaningful opportunities to contribute and connect to their new communities, have viable housing and transportation options, and have access to affordable food.

## **2.1 Advanced Education's Key Priorities for Nova Scotia's Post-Secondary Education System**

In addition to supporting the Province's overarching priorities, Advanced Education has laid out three key goals for the post-secondary education system with equity, inclusion, diversity and accessibility at the foundation of their achievement. Government invests in the sector because it wants to ensure that:

- 1. Nova Scotia has a student-centred post-secondary education system where all learners thrive.** In practice this means:
  - a. student's mental wellness, health, social development and housing needs are met;
  - b. students have access to programs and services that help them enter and complete their studies;
  - c. graduates have meaningful connections to the labour market;
  - d. students have access to affordable post-secondary education, adequate financial supports and manageable debt upon graduation;
  - e. students have meaningful mechanisms to provide regular and ongoing feedback about their needs and experiences in the post-secondary education system; and
  - f. inequities and systemic barriers to participation in post-secondary are addressed and removed.
  
- 2. Nova Scotia has a high-quality, relevant, accountable, and sustainable post-secondary education system.** In practice this means the Nova Scotia post-secondary education system is:
  - a. sustainable, efficient and internationally competitive;
  - b. offering high-quality programs with flexible learning pathways for completion and life-long learning options;
  - c. transparent about achieving performance measures and meeting clearly defined targets;
  - d. implementing effective ways for institutions, stakeholders and government to engage in collaborative planning and stewardship of the system and to share new or innovative ideas to enhance system performance;
  - e. implementing the Truth and Reconciliation Commission of Canada Calls to Action; and
  - f. offering inclusive and responsive education for Mi'kmaq and Indigenous peoples, African Nova Scotian, and Black peoples, LGBTQIA2S+ and persons with disabilities.
  
- 3. Nova Scotia has a post-secondary education system that advances excellence and equity in research and innovation.** In practice this means:

- a. focusing research and innovation on meeting the current and future social, cultural, and economic needs of provincial, regional, national and international communities;
- b. investing in the development and attraction of highly-qualified workers for Nova Scotia's labour market;
- c. enhancing the competitiveness of Nova Scotia's industries and attracting additional research and innovation investment; and
- d. leveraging research and innovation initiatives to understand and anticipate changes and emerging trends in post-secondary education so that the sector can respond proactively to build and anticipate solutions for today and for the future.

Given the overall Provincial direction, Advanced Education has outlined six priority outcomes that would help to achieve these priorities and better align the post-secondary education system's contributions in these areas. Common outcomes for the publicly funded post-secondary system and institutions include:

1. Programs tailored to meet current and future economic and labour market needs.
2. Students well prepared for the labour market with practical in-demand, 21st century skills.
3. Student well-being and mental health are supported.
4. Accelerated and efficient education of students.
5. Graduation of students and attachment to the workforce.
6. Research and innovation focused on transforming post-secondary education, achieving provincial priorities, and advancing the public good.

### **3.0 Strategic Alignment Proposal Requirements**

Strategic Alignment proposals will be used as a tool for government to work with universities to develop future differentiated bilateral agreements. The proposals are an opportunity for each university to describe how they will work over the upcoming three years (2025-2028) to achieve the common outcomes, advance the priorities of the Province, as well as the priorities for the post-secondary education system that the Department of Advanced Education has described.

Please provide a proposal that includes the following:

#### **3.1 Historic information and data**

To help Advanced Education better understand your institution's current key features and characteristics, describe the following and use the attached templates to provide historical data on the following:

- a. **Applications and admission rates** (including the number of applications by program type, major field of study and applicant origin; acceptance rates; admission yield and attrition rates)
- b. **Programs offered and which programs have work integrated learning components** (including list of programs by program type, major field of

study, credential awarded, short description, credit hours required to graduate, timing of student intakes, and information on work integrated learning components)

- c. **Program utilization** (the capacity of each program offered, the number of students enrolled in each program, seat utilization rates in each program)
- d. **Student enrolment** (by origin, by full-time/part-time status, by level of study – graduate vs. undergraduate)
- e. **Graduation and Program Completion Rates** (including the number of total graduates, by student origin, by level of study, by field of study, and overall graduation rate and by program, attrition rates by program and average time to credential by program)
- f. **Human Resources:** Current faculty complement (including the number faculty, faculty rank, tenure status, department, primary subject taught, age, gender, ethnicity, salary and administrative stipends)
- g. **Student support services** (description of academic, housing, health, employment, and other supports provided by the institution)
- h. **Research and Innovation** (total research funding and projects, programs/initiatives within the institution focused on supporting innovation, key commercialization activities, key activities focused on sharing research and innovation for the public good)

### **3.2 Future strategic alignment actions**

Describe how your institution will further align with priorities, what it will do in the near future to help support achievement of the system's common outcomes including how it will use its own competitive and comparative advantages to support its efforts. To this end, the Province has an interest in seeing institutions demonstrate what they will do to:

- a. Accelerate programming and reduce the time students take to earn a diploma/degree/credential (especially for high workforce demand programming);
- b. Complete program reviews that focus on modernizing programming (including the introduction of updated curriculum, pedagogy and new technologies), and adapting / optimizing programs to meet current and future labour market needs where necessary;
- c. Enhance transition programming and deliver better supports for students entering post-secondary;
- d. Increase opportunities for students to participate in experiential and work integrated learning, such as, co-op placements, internships, etc.;
- e. Ensure students have access to safe and affordable housing;
- f. Enhance student affordability making it more affordable for students to study in Nova Scotia, including expanding the support and utilization of open educational resources;
- g. Expand year-round learning on campus by utilizing campuses to their full extent beyond the typical September-April academic year. This should

include enhancing learning and programming options for a range of audiences and student types over the summer (e.g. micro-credentialling, upskilling of those already in the labour force and delivery of transition programs);

- h. Ensure publicly funded research and innovation is open source and shared for public good.
- i. Demonstrate action towards contributing to the achievement of the goals outlined in *Our Climate, Our Future: Nova Scotia's Climate Change Plan for Clean Growth*

Please ensure your proposal demonstrates what your institution will do to address each of these elements.

### **3.3 Financial sustainability and accountability**

Describe how your institution will ensure financial sustainability and accountability and use the attached template to provide supporting data. Include in your proposal document full financial plans and projections for the next three years including:

- a. Standard financial reporting
- b. Indicators of financial performance
- c. Tuition models including enrolment projections
- d. Projections regarding other ancillary and auxiliary fees
- e. Endowment spending plans
- f. New capital development, capital renewal and deferred maintenance plans, including debt projections and debt servicing plans

### **3.4 Key performance indicators and measures**

Describe how your institution proposes it will demonstrate and measure progress towards the common outcomes:

- a. Programs tailored to meet current and future economic and labour market needs.
- b. Students well prepared for the labour market with practical 21st century skills.
- c. Student well-being and mental health are supported.
- d. Accelerated and efficient education of students.
- e. Graduation of students and attachment to the workforce.
- f. Research and innovation focused on transforming post-secondary education, achieving provincial priorities, and advancing the public good.

These measures will help inform key performance indicators for monitoring and reporting over the next agreement period.

Please also provide in the appendix to your proposal, copies of all current plans that your institution has developed that support the vision you have articulated in the

proposal and include the listing of the documents in the attached template. For example, with your submission include copies of:

- the overall institutional strategic plan
- enrolment plans
- capital investment plans
- strategic research and innovation plans
- digital strategies
- faculty renewal plans
- student affairs/support plans
- any plans related to the addition of new programs and/or any significant planned changes to academic programs in the coming five years

[end of schedule]



## Schedule D – International Student Sustainability Plan

### D.1 Purpose

The purpose of the International Student Sustainability Plan is to improve long-term planning by the University and to promote responsible recruitment of International Students.

### D.2 Form and Content

1. The International Student Sustainability Plan must clearly provide for and consider:

- a) how international students will be recruited, housed, support and connected to the Nova Scotia labour market;
- b) financial risks and mitigations, including specific measures to ensure diversification during recruitment;
- c) potential impacts to domestic students and the community in which the University is located; and
- d) the information specified in paragraph 2;

projected over a five (5) year period.

2. The International Student Sustainability Plan must be in form and content that addresses each of the following items:

- Introduction
  - The purpose and scope of the plan including,
    - The current state of the institution's internationalization (number of student, countries of origin, percentage of total student body, etc.)
    - Impact of the current state on domestic students and local community
- Strategic Objectives
  - Clearly defined goals to support international students for success
  - Alignment with provincial priorities
  - Overall institutional goals, measurable outcomes with benchmarks for success
- Recruitment and admissions
  - Strategies for attracting a diverse pool of international students, including a description of the commitment and actions taken to ensure ethical recruitment practices
  - Admission criteria, processes, application and admission process
  - Targets for future sustainable recruitment and enrollments

- Orientation and integration
  - Orientation programs
  - Support services for social and cultural adjustment (including introduction to local Nova Scotia culture, mentorship, fostering cross-cultural friendships)
  - Available on-campus and off-campus housing and housing support services
  
- Supports available for international students
  - Academic advising services
  - Accessibility services
  - Language development programs and services
  - Workforce transition supports to ensure attachment to the Nova Scotia labour market
  - Policies for the protection and support of international students
  
- Health and wellness
  - Accessible health services, mental health supports, and promotion of healthy lifestyle
  
- Financial information
  - Transparent tuition and fees
  - Description of living expenses prospective students can expect
  - Scholarships and financial aid options
  - Work integrated learning opportunities
  
- Monitoring and evaluation
  - Plan for regular assessment of the plan's effectiveness
  - Feedback mechanisms in place for international students
  - Clearly defined strategies for adjustments based on evaluative results.
  
- Appendices: List of partners and types of collaborations, marketing and communications plans, and any other relevant documents

[end of schedule]

## **Schedule E – Committees**

### **A. Partnership committee focused on post-secondary system transformation and overall stewardship of the university system**

Representatives from Advanced Education and universities will continue to mutually convene a Partnership Committee. This committee will continue to play an important role by providing overall leadership for shared work and initiatives that drive post-secondary education system transformation. Government Deputy Ministers and University Presidents will provide direction and continue to be accountable for the overall stewardship of the university system in Nova Scotia. This committee will meet quarterly. This table would also be responsible for making the final decision on which shared indicators, metrics and measures will be considered for use across the system to demonstrate system-wide performance and progress on shared outcomes in future agreements.

### **B. Academic programming committee focused on enhancing and modernizing academic programming, and student well-being (new)**

Academic programming is central to the post-secondary system's contribution to the province. Modern academic programming focused on areas of high need and programs that keep pace with emerging trends are essential to ensuring our post-secondary education system remains globally competitive. The implementation of pedagogy and learning outcomes that impart opportunities for learning and practicing 21<sup>st</sup> century skills for today's workplaces are also important. Ensuring students have opportunities within their academic programs for experiential learning so that they gain hands-on work experience and build their networks are key. The Province has an interest in ensuring that programming is planned and operated in ways that meet the current and future needs of Nova Scotia.

Government's priority is for the post-secondary education system to be student-centred. This means ensuring all learners are thriving in this system. Student success and completion of their programs depends on them having the right supports and efforts focused on their wellbeing. Students are a diverse group with varying needs, which brings with it competing demands and the need for challenging decisions within institutions and the broader system. The growing number of international students from diverse cultural backgrounds and growing number of students with accessibility needs require institutions to pay attention to the types of supports they offer to meet these diverse needs and whether these supports are effective to ensure student success.

Vice-Presidents Academic and their teams will be required to work with Advanced Education to define a set of shared indicators, metrics and measures that will show how institutions are supporting the following shared outcomes for the Partnership Committee's approval:

- Programs tailored to meet current and future economic and labour market needs.

- Students well prepared for the labour market with practical 21st century skills.
- Student well-being and mental health is supported.
- Accelerated and efficient education of students.
- Graduation of students and attachment to the workforce

**C. Financial sustainability and accountability committee focused on enhancing financial transparency, accountability and financial oversight of the university system (new)**

Financial sustainability of the post-secondary education sector is essential to the achievement of priorities and goals. Ensuring transparency and accountability for financial health and performance that supports the ongoing delivery of an effective post-secondary system is also critical. To enhance our collective ability to manage resources effectively and steward public funding, new metrics/indicators, processes, and governance structures for monitoring the financial health of institutions will be introduced in 2025-26. Collaborative efforts of this committee will also support institutions to create a plan focused on the reduction of administrative cost by 5% through inter-university initiatives.

As part of a risk-based approach, Advanced Education will enhance its monitoring of financial health across a range of indicators with an objective to better identify issues early on so solutions can be implemented proactively. Institutions will be expected to work collaboratively with Advanced Education to determine how that may be accomplished and may include enhancements to the Standardized Financial Reporting Template. Institutions will be expected to standardize the presentation and disclosure of their audited financial statements across the sector. A financial health indicator framework will be developed to help monitor the financial health across institutions, including benchmarks.

Vice-Presidents of Administration and Finance and their teams will be required to work with Advanced Education to advance collaboratively the above initiatives.

**D. Research and innovation committee focused on improving coordination and connection of research and innovation (new)**

Nova Scotia's post-secondary education system is an important driver in research and innovation. The Province has an interest in ensuring the research and innovation agenda is focused on meeting current and future needs provincially and contributing to regional, national and global needs. Public investment in research and innovation supports the development and attraction of highly qualified people to the province which advances our goals of improving the standard of living in the province and our helping us reach our population targets. Research discoveries and innovations enhance the provinces competitiveness, labour productivity and our ability to attract additional research and innovation investments. Lastly, turning research and innovation inward towards the post-secondary education system itself ensures our institutions will be ready to weather an increasingly volatile, uncertain, complex, and ambiguous global

landscape with resilience as expectations of the system and needs for post-secondary education change over time.

Vice-Presidents of Research and Innovation will be required to work with Advanced Education, Nova Scotia Community College, Research Nova Scotia, Mitacs and other research and innovation ecosystems partners as required at a new shared table that is focused on enhancing the connections and coordination of efforts to achieve priorities across the research and innovation ecosystems. This table would also be responsible for defining a set of shared indicators, metrics and measures that will show how institutions are moving the needle on the following shared outcomes:

- Students well prepared for the labour market with practical 21st century skills.
- Achieve provincial priorities, including research and innovation initiatives that are focused on raising the standard of living; increasing productivity in Nova Scotia; doubling the population of the Province; and addressing Nova Scotia's healthcare challenges;
- Ensure that discoveries and solutions generated by publicly funded research and innovation projects are pursued using open science and in ways that are designed to benefit and advance the public good; and

Transform post-secondary education using innovation methods and approaches to enhance diversity and inclusion within institutions, identify and anticipate what types and forms of education will be needed in the future and adapt programs so they evolve to support those future needs.

[end of schedule]

## **Schedule F – Bed Provisioning Rates**

1. Subject to paragraph 2, the University must maintain a minimum Bed Provisioning Rate of 15% for Full Time Students.
2. If the University's Bed Provisioning Rate as of February 1, 2024 is not 15%, then the University shall satisfy the Minister that the University has taken steps to advance the University's Bed Provisioning Rate toward the 15% minimum by no later than October 31, 2025.
3. In no circumstance will the University meet or plan to meet any target or outcome to increase student housing under this Schedule F through the acquisition, renovation, conversion, or reduction in any way of existing housing stock in the community or held by another post-secondary institution unless the University obtains the prior written consent from the Minister.

[end of schedule]

## Schedule G – NSCAD Reporting Requirements and Due Dates

The University agrees to provide the Minister with the following specified information and reporting:

<b>Due Date</b>	<b>Reporting Requirement</b>	<b>Content</b>
Within ten (10) days of the approval by Board of Governors.	Financial Reporting	A copy of its audited financial statements for 2023-2024 Fiscal Year.
Within ten (10) days of the approval by Board of Governors.	Tuition Policy	A copy of the final approved schedule of tuition and fees for the 2024–2025 Academic Year.
April 30, 2024	Tuition Policy	A copy of the proposed schedule of tuition and fees for the 2024–2025 Academic Year.
	Student Housing Reporting	A report on the total number of student housing beds in the fall and winter semesters for the 2023-2024 Academic Year, and a snapshot of Full Time Student enrolment as of February 1, 2024 using the template provided by the Minister.
June 30, 2024	Strategic Alignment Plan	As required by Schedule C – Strategic Alignment Plan.
	International Student Sustainability Plan	As required by Schedule D – International Student Sustainability Plan.
	Financial Reporting	<p>A detailed budget, approved by the Board of Governors, for the 2024-2025 Fiscal Year and a forecast for 2025-2026 and 2026-2027 Fiscal Year using a standardized template provided by the Minister.</p> <p>If a deficit is approved or forecasted, the University will prepare and submit a supplemental report detailing how the University will mitigate the shortfall and achieve a balanced budget.</p>

September 30, 2024	Financial Reporting	A standardized financial report for 2023-2024 Fiscal Year using a standardized template provided by the Minister.
October 15, 2024	Student Housing Reporting	A report with information and data respecting its student housing for fall 2024 using the standardized reporting template provided by the Minister.
October 31, 2024	Student Housing Reporting	A report confirming the University's compliance with Schedule F – Bed Provisioning Rates
December 15, 2024	Reduced Administrative Expenses Plan	As required by Article 6.1(a) in the Articles of the Agreement – A Plan to Reduce Administrative Expenses.
February 15, 2025	Student Housing Reporting	A report with information and data respecting its student housing for winter 2025 using the standardized reporting template provided by the Minister.
	Equity, Diversity, Inclusion and Accessibility	A report detailing actions taken by the University to create an inclusive and equitable learning environment during the 2024-2025 academic year for 2SLGBTQIA+ students, Mi'kmaq and Indigenous students, African Nova Scotians and students of African descent, racially visible students, and students with disabilities.

[end of schedule]