

**CANADIAN VIRTUAL COLLEGE CONSORTIUM**  
**Membership Agreement**

THIS AGREEMENT made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_  
("Effective Date")

BETWEEN:

**The Canadian Virtual College Consortium,**  
a federally registered not-for-profit corporation  
with a registered office in the City of Winnipeg  
in the Province of Manitoba  
("CVCC")

-and-

XXX  
(the "Member")

WHEREAS, the "Member" wishes to become a member of the "CVCC", the purposes of which are more fully set forth below and in the "Appendix A – The Prospectus" as approved by the Board of Directors ("Board") as defined below, which is hereby incorporated into this Agreement by reference.

WHEREAS, the "Member" shall each appoint one person from the "Member's" institution to represent their organization at CVCC meetings and activities.

WHEREAS, the Board has agreed to the "Member's" participation as a member in the "CVCC", subject to said terms and conditions.

WHEREAS, the "Member's" participation in the "CVCC" and cooperation with the Board under this Agreement will further the goals and objectives of the "CVCC", in a manner consistent with its mandate; and

NOW, THEREFORE, THE CANADIAN VIRTUAL COLLEGE CONSORTIUM CORPORATION AND THE MEMBER

AGREE AS FOLLOWS:

**1. Purposes of Consortium.**

The Canadian Virtual College Consortium is a national alliance of public community colleges and institutes of technology whose purpose is:

1. To provide a vehicle through which member institutions can apply collectively for grants, respond to Requests for Proposals and bid on contracts. Many of these opportunities may be available only to national organizations.

2. To provide a networking and facilitation service for CVCC Members to:
  - I. Develop new college/institute online and other technology-based courses, programs, and services through a collaborative approach.
  - II. Provide a forum where member colleges/institutes and sector councils can negotiate articulation agreements and partnerships as well as develop and market online learning opportunities for their members and students.
  - III. Trade, license, and purchase each other's online courses, programs and other electronic curriculum elements.
3. To market members' distance learning offerings, in either or both official languages, to Canadian and International markets by providing links on the CVCC website to Members' distance learning web pages.

## **2. Membership.**

The "Member" hereby elects to participate in the "CVCC" and to abide by the terms and conditions of such membership.

To be eligible to join the "CVCC" as a member, the "Member" must be a Canadian not-for-profit community college or institute of technology and pay the annual fees (if required) as determined by the Board

The "Member" shall appoint one representative to serve as a member-at-large of the "CVCC" and shall have the right to one vote at the CVCC annual general meeting and other meetings as call by the Board.

The Board reserves the right to review the eligibility of membership applicants

Any member may be required to resign by a vote of three-quarters (3/4) of the board of directors.

## **3. Term of Membership.**

The Initial Term of membership ("Initial Term") shall begin the day this agreement is executed ("Effective Date") and shall continue in force for three years from the first day of the calendar quarter in which the Effective Date falls ("Anniversary Date").

Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Terms") beginning on the Anniversary Date.

Any member wishing to withdraw from the "CVCC" shall give notice in writing.

## **4. Membership Fees.**

Members may be required to pay fees as determined by the board of directors. For the organizational year of 2010-11 there are no member fees

## **5. Terms of Membership Agreement.**

The "Member" shall have the following rights and obligations under this Agreement,

which rights and obligations are more fully described in Appendix A – the Prospectus:

- a. The “Member” shall appoint one representative to work with other members to pursue the goals and objectives of the “CVCC”, to participate in the CVCC operations.
- b. The “Member” shall have the right to establish and maintain computer network links via the Internet with the “CVCC”, sufficient to participate in Consortium activities
- c. The “Member” shall have the right to list the links to their institution’s online courses and programs. The “Member” agrees to provide direct links to information on its online courses and programs.
- d. The “Member” agrees to pay the annual fees (if required) as recommend by the Board and passed by a majority vote of the members at the CVCC annual general meeting.

**6. Use of Names.**

The “Member” will be entitled to use the name and visual image of the “CVCC” in any form of publicity subject to the prior written permission from the Executive Director of the “CVCC”, which will not be unduly withheld. The “Member” hereby grants the reciprocal entitlement to the “CVCC”.

**7. Intellectual Property Rights**

“CVCC” agrees that all right, title and interest in and to any and all courses, programs, software created or developed by the “Member,” its employees, consultants or contractors, and promoted on the “CVCC” web site and through other marketing vehicles, shall be owned by the “Member.”

Except as provided above, copyrighted materials developed jointly by the “CVCC,” the “Member” and/or other members during the course of the “CVCC” activities shall be jointly owned. Distribution rights, and revenue sharing for these joint activities will be negotiated between the parties on a per item basis.

**8. Relationship of Parties.**

The relationship of the parties under this Agreement shall be that of a voluntary association. This Agreement does not create a partnership or joint venture. Neither “CVCC” nor the “Member” can bind the other or create any relationship of principal or agent.

**9. Fiduciary Duty.**

Directors and Board members are entrusted with the assets of the “CVCC” and should therefore act in good faith in its best interests. Where a conflict of interest exists the director shall make disclosure to the Board.

**10. Limitation of Liability.**

In the event of dissolution of the “CVCC” and termination of this Agreement pursuant to Section 5 hereof, any liability of the “CVCC” to the “Member” or the “Member” to any other member, shall be extinguished. In no event shall the “CVCC” and/or any member be liable for any indirect, incidental, consequential, or special damages, including lost profits, sustained or incurred by the “Member” in connection with or as a result of its participation in the “CVCC” or under this Agreement.

**11. Arbitration.**

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to friendly negotiation between the parties. Matters which cannot be resolved through negotiation shall be finally settled by binding arbitration in accordance with the laws of the province of Manitoba and the then current Rules of Procedure for Commercial Arbitration of the ADR Institute of Canada, Inc. (www.amic.org). The arbitration tribunal shall consist of one (1) arbitrator chosen by the parties from a slate of three (3) proposed arbitrators provided by the Institute. If the parties are unable to agree on the arbitrator within seven (7) days after receipt of the slate provided by the Institute, the Institute shall appoint the arbitrator the parties have been unable to agree upon from the slate. The decision of the tribunal shall be final and binding and no appeal shall lie therefrom. The tribunal shall have the power to order one party to contribute to the reasonable costs and expenses of the other party, or to pay all or any portion of the costs of the arbitration, as the panel determines in its discretion.

**12. Entire Agreement.**

This Agreement, together with Appendix A and B, embodies the entire understanding between the “CVCC” and the “Member” for the “Member’s” participation in “CVCC”, and cancels and supersedes any other agreements, oral or written, entered into by the parties hereto as to its subject matter.

XXX

Canadian Virtual College Consortium

Per:

Per:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Dated:

Dated:

Member / Canadian Virtual College Consortium contact:

Name:

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

Email:

\_\_\_\_\_

\_\_\_\_\_

Fax:

\_\_\_\_\_