

MEMORANDUM OF UNDERSTANDING

MADE EFFECTIVE on September 10, 2009.

BETWEEN:

THE ATHABASCA UNIVERSITY GOVERNING COUNCIL
(“Athabasca University”)

AND: THE ROYAL ARCHITECTURAL INSTITUTE OF CANADA

(the “RAIC”)

BACKGROUND

Whereas Athabasca University and the Royal Architectural Institute of Canada share similar interests, concerns, expertise, and goals in the nature of:

The development of a bilingual academic and work-study program in architecture with virtual design studios leading to a graduate diploma which is recognized as one method of meeting the educational requirements for registration as an architect in Canada.

The purpose of this Memorandum of Understanding (“MOU”) is to establish a foundation for academic exchange and cooperation between Athabasca University and the RAIC in areas of mutual benefit and interest.

GOALS

1. The completion of the development of all academic and all work-study programs in both official languages for the B.Sc. (Architecture) and a Graduate Diploma in Architecture (G. Dipl. Architecture) through Athabasca University in a timely manner with the English language version having a target date of September 2010; It is understood that Athabasca University in consultation with the RAIC will seek funding for and may partner with a French language post secondary institution for the French language version.
2. The creation of a Program Advisory Council which will provide academic, professional and regulatory advice for the architecture program;
3. The satisfactory transition and transfer of all current RAIC Syllabus students, records and other administrative matters from the existing RAIC Syllabus Program to Athabasca University; A joint working group of AU and RAIC members will be established to oversee the transition.
4. The naming of the Centre for Architecture as the RAIC Centre for Architecture and the acknowledgement of the RAIC brand as an important and integral part of Athabasca University’s architecture program;

5. The completion of a cooperation agreement between Athabasca University and the RAIC dealing with program communications and marketing; accreditation, licensure and internship; scholarships and the RAIC Foundation; finances, and other matters of mutual interest.

FINANCIAL CONSIDERATIONS

Each party will pay all of its own costs and expenses concerning all activities and matters under this MOU. This MOU does not impose any financial liability or responsibility on either party with respect to the costs or expenses of the other.

CONFIDENTIAL AND PROPRIETARY INFORMATION

Prior to the exchange of any information between the parties of a confidential or proprietary nature, we will each execute and deliver to the other a confidentiality and non-disclosure agreement which once agreed to by both parties will be incorporated into this MOU.

PUBLICITY

All publications and publicity, regardless of media, with respect to this MOU requires the expressed written consent of both parties prior to being issued.

ADMINISTRATION

We have each assigned an authorized individual to be responsible for the implementation, monitoring and evaluation of this MOU as follows:

For Athabasca University:

Dr. Frits Pannekoek,
President
Athabasca University
1 University Drive
Athabasca AB T9S 3A3
Fax: (780) 675 6431
fritsp@athabascau.ca

For the RAIC:

Jon Hobbs, FRAIC Architect
Executive Director
The Royal Architectural Institute of Canada
55 Murray Street, suite 330
Ottawa, Ontario K1N 5M3
jonhobbs@raic.org

Any notices required to be given by either party under this MOU will be sent to the other by registered mail, facsimile or by personal delivery to the above individuals.

TERM, RENEWAL, TERMINATION AND AMENDMENT

This MOU is effective from the date written above and will continue until September 10, 2014 unless terminated by either party upon written notice to the other. This MOU shall only be amended in writing upon our mutual consent.

STATUS

This MOU specifies general areas of potential exchange and cooperation and merely sets out the general basis upon which we intend to proceed. Except for the sections titled Financial Considerations, Confidential and Proprietary Information, and Publicity, this MOU is a non-binding agreement between us and does not commit us to enter into any binding or legal arrangements. The sections titled Financial Considerations, Confidential and Proprietary Information, and Publicity will each be binding upon us and will be governed as to their interpretation and effect by the law of the Province of Alberta, Canada.

IN WITNESS WHEREOF we have executed this MOU by our duly authorized officers on the effective date above.

**THE ATHABASCA UNIVERSITY
GOVERNING COUNCIL**

Per:



President

**THE ROYAL ARCHITECTURAL INSTITUTE
OF CANADA**

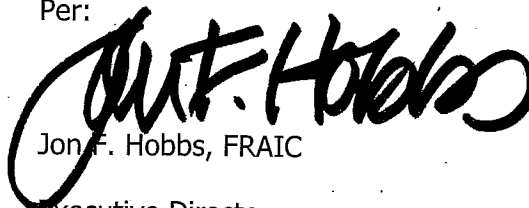
Per:



Ranjit (Randy) Dhar, FRAIC

President

Per:



Jon F. Hobbs, FRAIC

Executive Director