



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PROVINCE OF NOVA SCOTIA  
AND  
THE NOVA SCOTIA UNIVERSITIES

C O N S U P  
COUNCIL OF  
NOVA SCOTIA  
UNIVERSITY PRESIDENTS

- 1) Whereas the Province of Nova Scotia recognizes that as a result of its eleven universities it places highest among the provinces in undergraduate participation rates and has Canada's most educated workforce,
- 2) And whereas the Province of Nova Scotia recognizes that the universities are a vitally important engine for the economy of the province, representing a \$1 billion industry, providing 7,500 direct high quality, well-paying jobs, and 17,500 indirect jobs,
- 3) And whereas the higher education sector in Nova Scotia represents 60% of the research and development conducted in the province, a contribution which is twice the national average,
- 4) And whereas the Province of Nova Scotia wishes to maintain the outstanding quality of its university system and ensure that all qualified students are able to access a university education, if they so desire,
- 5) And whereas excellence in education and training leads to personal fulfilment and a productive, prosperous society,
- 6) Therefore, the parties agree to enter into this Memorandum of Understanding (MOU) as outlined below.
- 7) The province agrees to provide the Nova Scotia universities with the following funding:
  - 2004-05, \$223,987,347 (of which \$203,658,347 has already been paid<sup>1</sup>)
  - 2005-06, \$203,658,347
  - 2006-07, \$235,745,347
  - 2007-08, \$246,295,347
- 8) The province agrees to allocate this funding according to the existing shares determined by the university funding formula.
- 9) The province agrees to enter into discussions with the universities during the third year of this agreement to establish the next three-year funding commitment.
- 10) The province agrees that, except in accordance with the paragraph that follows, it will not, during the term of the MOU, levy new taxes or charges<sup>2</sup> on universities.
- 11) The province agrees that where a new tax or charge which will be payable by universities is implemented, the province will determine the impact of the new tax or charge on the universities, and where such impact is significant, the province will make adjustments to ensure that the funding arrangements in this agreement are not violated.
- 12) Each university agrees that, except in accordance with clause 13 below, over the three year period from 2005-06 to 2007-08, tuition fee increases for all programs will not be greater than 3.9% for each year of the agreement.
- 13) The following are excluded from the tuition fee ceiling:
  - the Undergraduate Medical Education (MD) program (medicine)
  - the Doctor of Dental Surgery (DDS) program (dentistry)

- the Bachelor of Laws (LLB) program (law)
  - full-cost recovery programs<sup>3</sup>
  - foreign student differential fees
- 14) The universities agree that they will not increase the auxiliary fees<sup>4</sup> or ancillary fees<sup>5</sup> within their control to compensate for an inability to raise tuition fees above the agreed upon ceiling. Increases in auxiliary fees and ancillary fees will not exceed increases in the costs of providing the services or goods involved. Any increases which appear to be inconsistent with these principles may be subject to review by the Department of Education.
- 15) The universities agree that tuition fees for new programs will be set within the ceilings for comparable existing programs.
- 16) The universities agree to submit to the Higher Education Branch of the Department of Education, by July 31<sup>st</sup> of each year, tuition fee schedules for all programs.
- 17) The universities agree that this three-year funding commitment enhances business planning, making possible a more productive use of resources, and consequently, agree to a productivity factor being applied to reduce the annual expenditures by the following percentages:
- 2005-06, 1.0% of 2004-05 expenditures
  - 2006-07, 1.0% of 2005-06 expenditures
  - 2007-08, 1.25% of 2006-07 expenditures
- 18) The parties to this MOU agree to work together to achieve an agreement with the federal government to provide support for the infrastructural renewal needs of the post-secondary education system, and consequently, during this period, there will be no new student fees introduced for infrastructural renewal. If an agreement is not reached within the first year of this MOU, the province agrees to meet with university representatives to discuss alternative measures, either as part of the meetings specified in clause 20 or as a special purpose meeting. These discussions will take place within the context of the province's fiscal environment and regardless of the outcome, tuition will remain constrained as described in clauses 12 and 13 for the duration of this agreement.
- 19) The parties to this MOU agree to continue to work on the following items:

**System efficiencies/partnership savings**

The goal is to build on the system efficiencies attainable as a result of the known and stable funding provided under this MOU, into other areas, such as a common application system.

**Research strategy**

The goal is for the parties to consider the recommendations of the Premier's Advisory Council on Innovation. The parties will review the mandate of the Nova Scotia Research and Innovation Trust Fund, and the government will make every effort to replenish the fund annually.

**Economic strategy**

The goal is for the universities to work as a partner with the province to implement the government's economic strategy. Details of this arrangement will be contained in a separate work plan.


**Credit transfers**

The goal is for the universities to work together to reach a written agreement on the transfer of credits among universities and between universities and community colleges.

**Accessibility for under-represented groups**

The goal is for the province and the universities to co-operate on the gathering of data on the participation of under-represented groups in post-secondary education and to develop appropriate policies in response to the data.

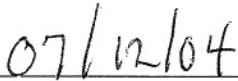
- 20) The parties to this MOU agree to meet as a committee of Deputies and CONSUP at least twice a year to review progress on these items and to raise any concerns on the above items or regarding the MOU itself. These meetings could include discussions of events that may have drastically altered the conditions set out in the agreement.
- 21) Both parties to this MOU recognize the importance of consultation with students prior to the implementation of this agreement.



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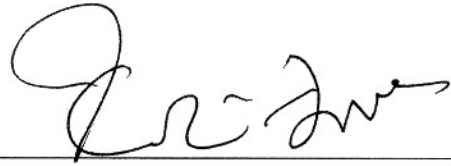
Honourable Jamie Muir, Ed.D.  
Minister of Education

On Behalf of the Province of Nova Scotia



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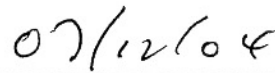
Date



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J. Colin Dodds, Ph.D.  
Chair, Council of Nova Scotia University  
Presidents

On Behalf of the Universities of Nova Scotia



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Date

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- <sup>1</sup> This amount is prorated in monthly instalments.
- <sup>2</sup> New taxes or charges, for purposes of this MOU, means taxes or charges which are solely within the authority of the province, and which are not in existence at the date of the signing of the MOU.
- <sup>3</sup> Full-cost recovery programs are programs where the students pay the full costs of their education (e.g., executive programs). Institutions will consult with the Department of Education before converting an existing program into a full cost recovery program to ensure that the proposed change does not violate the provisions of the MOU.
- <sup>4</sup> Auxiliary fees are fees for supplies, equipment, labs, field trips or other items that students must pay in order to enrol in or complete a program or course.
- <sup>5</sup> Ancillary fees are fees for non-academic services such as residence accommodation, food services, health services, student association.