



Board and Board Committee Meetings
Monday May 25 and Tuesday May 26, 2026

University
of Victoria

Open Session
Tuesday May 26, 2026
11:00 a.m. – 12:00 p.m.
Via Videoconference

DRAFT AGENDA

1. Approval of Agenda

MOTION:

THAT the agenda of the open session of the regular meeting of May 26, 2026 be approved.

2. Approval of Summary Record of the Meeting held March 31, 2026 (attached)

MOTION:

THAT the summary record of the open session of the regular meeting held March 31, 2026 be approved.

3. Business Arising from the Summary Record

4. Chair's Remarks

5. Correspondence

6. Acting President's Report

7. External Relations Report

BOG-May26/26-21

CONSENT

8. Operations and Facilities Committee (Paul Ramsey)

a. New and Revised Awards

BOG-May26/26-04

MOTION:

THAT the Board of Governors approve new and revised undergraduate and graduate awards set out in the attached document and listed below:

- Active Earth Engineering Award for Indigenous Students in STEM (Revised)
- Alfred Joseph Memorial Award* (Revised)
- All Our Relations Award* (Revised)
- Béts'ahchu Undergraduate Award in Indigenous Language Revitalization* (Revised)
- Betty Moyls Memorial Award (Revised)

- Birdwood Fund Award* (Revised)
- BME Elevate Award (Revised)
- BMO Alliance for Women in Business Award (Revised)
- Borden Ladner Gervais Professional Excellence Award (Revised)
- British Columbia Environment Industry Association Indigenous Award (Revised)
- Bryan & Audrey Williams Award* (Revised)
- Chris Lalonde Indigenous Wellbeing Award* (Revised)
- Cindy Player Award on Equity and Human Rights* (Revised)
- Crabtree Indigenous Legal Scholar Award (Revised)
- Del Meidinger Travel Scholarship (Revised)
- Edson-Simpson Graduate Scholarship in Nursing (Revised)
- Grace and Harry Hickman Scholarship* (Revised)
- “Honouring Aaron Devor” Scholarship for Transgender Studies* (New)
- Howlers Rugby Award* (Revised)
- Jessie L. and Frederic R. Sherwood Indigenous Assistance Bursary* (Revised)
- John Geerdes Memorial Bursary* (Revised)
- Lisa Koop Vikes Indigenous Athletic Award (Revised)
- Lyn Wayland Memorial Bursary* (Revised)
- Marion Cassels Memorial Indigenous Athletics Award* (Revised)
- Mary Lewis Graduate Scholarship in Nursing* (New)
- Mary Lewis Undergraduate Scholarship in Nursing* (New)
- Promise Bursary (Revised)
- Rosy and Steven Chan Memorial Bursary* (Revised)
- S. Aitken Graduate Award (Revised)
- Satir-Banmen-Lum Counselling Psychology Scholarship (Revised)
- SMONEĆ Natural Sciences Scholarship for Graduate Students (Revised)
- Trudy Usher Bursary* (Revised)
- Tsi'tsu'wu'tul Annual Award (Revised)
- Visual Arts Auction Bursary* (Revised)
- Dr. J. Donald Rowlett Entrance Scholarship* (Revised)
- Qukin Scholarship - Joyce Green and James Johnson* (Revised)
- J. Anne Forsyth Bursary in Nursing* (New)
- R. H. Roy Scholarship in Military History* (Revised)
- Allana Lindgren International Graduate Student Scholarship in Fine Arts* (New)
- Dr. Julius F. Schleicher Graduate Scholarships* (Revised)
- Edythe Hembroff-Schleicher Scholarship* (Revised)
- Eloise Spitzer Award for Graduate Studies* (New)
- Faculty of Education Emergency Bursary (Revised)
- Goldstream Hatchery Education Bursary* (Revised)
- Jane Zhu Entrepreneurship Scholarship (Revised)
- Johann Strauss Foundation Scholarship* (Revised)
- Mary Catherine and Gloria Marshall Memorial Award* (Revised)

- Patrick Gregory Memorial Award in Biology* (New)
- Peter McCully Salmonid Conservation Award (New)
- Royal Canadian Legion Indigenous Education Award (New)
- Shaan Pruden and Stefan Schaefer Indigenous Entrance Undergraduate Scholarship* (New)
- Victoria General Hospital Auxiliary Nurse Practitioner Award* (New)
- Vikes International Athlete Award (Revised)
- Wanosts'a7 Scholarship* (Revised)
- Winner Medical Young Pioneer in Social Innovation with Health Technology Scholarship* (Revised)
- C. H. Dowling Memorial Award* (Revised)
- Christopher S. Johnson Scholarship* (Revised)
- Courage to Persevere Award (Revised)
- Crabtree Family Entrance Scholarship* (Revised)
- Dr. Frank Parnell Memorial Award* (Revised)
- Edna and Jack Marshall Indigenous Fine Arts Scholarship* (Revised)
- Eloise Spitzer Scholarship for Indigenous Women* (Revised)
- Ethel Dent Banks and Margaret Maunsell Award* (Revised)
- Faculty of Fine Arts Indigenous Student Award* (Revised)
- Gladys Pearson Indigenous Student Scholarship (Revised)
- Indigenous Law Student Award (Revised)
- Janet Person Legacy Award* (Revised)
- J. Prospero Scholarship for Sustainable Mining (Revised)
- Khowutzun Forestry Award in Environmental Studies (Revised)
- Law Foundation of British Columbia Diversity Access Grant* (Revised)
- Life in Law Diversity Award (Revised)
- Marianne Johnson Scholarship in Education* (Revised)
- Marilyn (Leslie) Kan and John Y.H. Kan Award* (Revised)
- Marilyn (Leslie) Kan and John Y.H. Kan Award for Indigenous Students* (Revised)
- Marilyn (Leslie) Kan and John Y.H. Kan Award for Undergraduate Indigenous Law Students* (Revised)
- Mary Naidu Entrance Scholarship for Indigenous Students* (Revised)
- Microserve Scholarship in Business Management Information Systems (Revised)
- MT + Co. Leonard George Memorial Indigenous Law Scholar Award* (Revised)
- One Heart for Reconciliation Award* (Revised)
- Phil Petersen Scholarship in Social Work (Revised)
- R. J. McMaster Award (Revised)
- Ralston S. Alexander K.C. Memorial Award (Revised)
- Salish Weave Indigenous Legal Scholar Award* (Revised)
- Salish Weave Visual Arts Award (Revised)

- Scotiabank Program for Law Students Scholarship (Revised)
- SMONEĆ Natural Sciences Scholarship for Graduate Students (Revised)
- Sylvia Brown Law Entrance Scholarship* (Revised)
- Ted and Helen Hughes Entrance Award* (Revised)
- Thundercat Award (Revised)
- Tolmie-Wood Scholarship* (Revised)
- Tru Cooperative Bank Indigenous Scholarship (Revised)
- UVic Undergraduate Indigenous Scholarship* (Revised)
- The Dais/Visca Indigenous Law Rejuvenation Award (Revised)
- WATT Consulting Group 40th Anniversary Award* (Revised)
- Y. P. Heung Foundation Post-Secondary Scholarship (Revised)
- Alan Steven John Award in Visual Arts (Revised)
- Allan and Rosamund Russell Award in Civil Engineering (Revised)
- Allison Osler Entrance Scholarship* (Revised)
- Arbutus Law Group Award (Revised)
- C. T. W. Memorial Fellowship for Indigenous Students* (Revised)
- Carolyn E. & Robert J. McCormick Indigenous Entrance Scholarship (Revised)
- Carolyn E. & Robert J. McCormick Indigenous Graduate Scholarship (Revised)
- CFUW Victoria Doreen Sutherland Indigenous Scholarship in the Faculty of Health* (Revised)
- CFUW Victoria Doreen Sutherland Scholarship in the School of EPHE* (Revised)
- Chief Michael A. Underwood Memorial Scholarship* (Revised)
- Christine Welsh Scholarship* (Revised)
- CPA Education Foundation Diversity Award* (Revised)
- Dean of Science Entrance Scholarship for Indigenous Students* (Revised)
- Dean's Award for Indigenous Graduate Students (Revised)
- Dr. Jack and Verna Miller Indigenous Athletics Award* (Revised)
- Dr. Charlotte Loppie Award* (Revised)
- Edwards, Kenny and Bray Award for BIPOC Students in Law (Revised)
- Enbridge Scholarship in Engineering and Computer Science (Revised)
- Enbridge Travel Award for Engineering and Computer Science Students (Revised)
- Fasken Indigenous Entrance Scholarship (Revised)
- Graduate Economics Scholarship for Women (Revised)
- Greater Victoria Chamber 1863 Impact Award* (Revised)
- Gregory and Victoria Spievak Graduate Scholarship* (Revised)
- Harris & Co Diversity Entrance Award (Revised)
- Hart Will Graduate Fellowship in Indigenous Governance & Leadership* (Revised)
- Hilder School of Music Award* (Revised)
- Indigenous Perspectives Camp 25th Anniversary Award (Revised)

- Jack Howard Jackson Memorial Award (Revised)
- Jean Tutcho Indigenous Undergraduate Award in Visual Arts* (Revised)
- JFK Law LLP Indigenous Legal Orders Scholarship (Revised)
- Jim Ounsworth Undergraduate Award for Indigenous Part-Time Students (Revised)
- Jim Ounsworth Undergraduate Award for Indigenous Students (Revised)
- John and Ann McLaren Award* (Revised)
- John Michael Brownutt Scholarship* (Revised)
- Joseph Arvay Social Justice Award (Revised)
- Joyce Family Foundation Award* (Revised)
- Langford-Seaborne Award for Indigenous Students in Humanities* (Revised)
- Langford-Seaborne Award for Indigenous Students in Social Sciences* (Revised)
- LE,NONET Bursary (Revised)
- Loretta Warnsby Memorial Award in Law* (Revised)
- Mandell Pinder LLP Indigenous Law Scholar Award (Revised)
- Mark Krasnick Leadership Award* (Revised)
- Mina Hoorfar Award for Indigenous Students in Engineering and Computer Science* (Revised)
- Mosaic Forest Management Award in Indigenous Language Revitalization* (Revised)
- Myrna and Terry Daniels Award in Indigenous Education* (Revised)
- Norah and Calvin Banks Indigenous Science Scholarship* (Revised)
- Olthuis Kleer Townshend Indigenous Law Scholar Award (Revised)
- Presquito Murdoch Indigenous Law Award* (Revised)
- Raincoast Conservation Award (Revised)
- Ratcliff LLP Indigenous Law Scholar Award* (Revised)
- Robert and Audrey Harry Indigenous Scholarship in Nursing* (Revised)
- RPIA ACE Finance Award for BIPOC Students (Revised)
- S. Aitken Graduate Award* (Revised)
- Salish Weave Indigenous Education Award (Revised)
- Sandra Louise Harper and Don Barnhardt Award in Indigenous Law* (Revised)
- Sellemah Scholarship* (Revised)
- Shelagh Rogers Entrance Scholarship (Revised)
- Skeena Scholarship in Creative Writing (Revised)
- SMONEĆ Natural Sciences Scholarship (Revised)
- Soleil Brooks Vikes Women's Rugby Award* (Revised)
- Steven P. Starkovich Opportunity Entrance Award (Revised)
- Storrow Family Award* (Revised)
- Thomas M. Hess Scholarship in Indigenous Language Revitalization* (Revised)
- UVic Business Class of 2009 Award* (Revised)
- UVSS BIPOC Public Interest Research Award* (Revised)

- Victoria Korean Presbyterian Church Award* (Revised)
- WIN Self-Sufficiency Bursary (Revised)
- Woodward & Company Indigenous Law Scholar Award* (Revised)
- Xa7limut (Ha-lay-mut) Jack Campo Indigenous Law Award (Revised)
- Arseneo Leite Memorial Scholarship* (Revised)
- CPA Education Foundation Inclusion Award (Revised)
- Dianne Draper Environmental Sustainability and Stewardship Scholarship (Revised)
- Dr. Larry McCann Award for Interdisciplinary Leadership in Geography (Revised)
- Dr. Elmar B. F. Brosterhus Scholarship* (Revised)
- Faculty of Engineering and Computer Science Equity, Diversity and Inclusion Leadership Award (Revised)
- Helen Lansdowne Award* (Revised)
- Joyce Underwood Indigenous Undergraduate Student Scholarship in Social Sciences* (Revised)
- Maple Reinders Scholarship (Revised)
- Mastercard Award in Cyber Security (Revised)
- Stantec Award (Revised)
- Vancouver Security Traders Association (VSTA) Finance Award (Revised)
- VicFounders Award (Revised)
- COYA Scholarship (Revised)
- Fanny Williams Huu-ay-aht First Nation Scholarship (Revised)
- Gervin Métis Award for Distinguished Advocacy and Leadership (Revised)
- Inuit Women or Two-Spirit Legal Scholar Award (Revised)
- Lii Michif Niiyanaan Award (Revised)
- TANSI Award* (Revised)
- TANSI Scholarship* (Revised)

** Administered by the University of Victoria Foundation*

b. Status Report on Capital Projects BOG-May26/26-05a

c. Fighting Against Forced Labour and Child Labour in Supply Chains Act (Bill S-211) BOG-May26/26-07

MOTION:

THAT the Board of Governors approve the University of Victoria Forced Labour and Child Labour Statement for the Fiscal Year ended March 31st, 2026, for submission to the federal government.

d. 2025 Annual Policy Report BOG-May 26/26-23

9. Finance Committee (Jyoti Stephens)

a. UVic Staff Pension Plan Annual Compliance Report BOG-May26/26-27

b. University of Victoria Staff Pension Plan Investment Performance Report for the Period ended March 31, 2026 and Financial Position Update BOG-May26/26-03

c. Collection and Remission of Student Fees for the University of Victoria Students' Society (UVSS) BOG-May26/26-10

MOTION:

THAT the Board of Governors collect and remit the fees as approved by the UVSS members and as outlined in the letter of March 30, 2026 from the Director of Finance and Operations of the UVSS, to the Associate Vice-President Student Affairs.

Pro Forma Motion:

THAT the above items be approved by the Board of Governors by consent.

REGULAR

10. Operations and Facilities Committee (Paul Ramsey)

a. Revisions to the Procedures for the Appointment and Review of the Associate Dean of Social Sciences (GV0645) BOG-May26/26-28

MOTION:

THAT the Board of Governors approve the recommended revisions to the Procedures for the Appointment and Review of the Associate Dean of Social Sciences (GV0645) as outlined in the attached.

b. Revisions to the Resolution of Non-Academic Misconduct Allegations Policy (AC1300) BOG-May26/26-26

MOTION:

THAT the Board of Governors approve the recommended revisions to the Resolution of Non-Academic Misconduct Allegations Policy AC1300 as outlined in the attached.

11. Finance Committee (Jyoti Stephens)

**a. UVic Combination Pension Plan/Money Purchase Plan
(the “Plans”) – Proposed Pension Plan Amendments**

BOG-May26/26-11

MOTION:

THAT the Board of Governors approve the amendments to the Combination Pension Plan Trust Agreement and Plan Text as presented, and that the Executive Director, Pensions and Plan Governance is authorized to make any further immaterial changes to the amendments that may be required by any regulatory authority having jurisdiction over the Combination Pension Plan.

And

THAT the Board of Governors approve the amendments to the Money Purchase Pension Plan Trust Agreement and Plan Text as presented, and that the Executive Director, Pensions and Plan Governance is authorized to make any further immaterial changes to the amendments that may be required by any regulatory authority having jurisdiction over the Money Purchase Pension Plan.

12. Audit Committee (Erinn Pinkerton)

a. 2025/26 Financial Statements (document to follow)

BOG-May26/26-13

MOTION:

THAT the Board of Governors approve the 2025/26 Audited Financial Statements, Annual Financial Report and the appropriations as set out in the attached schedules;

and

THAT the Chair of the Board of Governors and the Vice-President Finance and Operations be authorized to sign the statements on behalf of the Board of Governors.

13. Other Business

Adjournment



Board and Board Committee Meetings
Monday March 30 and Tuesday March 31, 2026

University
of Victoria

Open Session
Tuesday March 31, 2026
Senate and Board Chambers, Jamie Cassels Centre

DRAFT SUMMARY RECORD

Present: Brian Cant (Chair), Samantha Allan, Erin Campbell, Christina Clarke, Roshan Danesh, Marne Jensen, Val Napoleon, Erinn Pinkerton, Paul Ramsey, Jyoti Stephens, Ivan Watson, Carrie Andersen (Secretary)

By Invitation: Elizabeth Croft, Chris Horbachewski, Lisa Kalynchuk, Lalita Kines, Kristi Simpson

Regrets: Param Bhatti, Marion Buller, Jyoti Stephens, Robina Thomas

Call to Order: The meeting was called to order at 11:00 a.m.

1. Approval of Agenda

MOTION: (V. Napoleon/I. Watson)

THAT the agenda of the open session of the regular meeting of March 31, 2026 be approved.

CARRIED

2. Approval of Summary Record of the Meeting held February 3, 2026

MOTION: (M. Jensen/V. Napoleon)

THAT the summary record of the open session of the regular meeting held February 3, 2026 be approved.

CARRIED

3. Business Arising from the Summary Record

There was none.

4. Chair's Remarks

Brian Cant, Chair provided a territorial acknowledgement and brief opening remarks.

5. Correspondence

a. Faculty Association Bargaining Petition

The correspondence was acknowledged as updated with additional signatories since last received.

6. Acting President's Report

The Acting President was absent.

- 7. External Relations Report** BOG-Mar31/26-29
Chris Horbachewski, Vice-President External Relations presented his report. Pulling on the theme of optimism, he spoke about the celebration of the Distinguished Alumni Award Recipients.

There were no questions for C. Horbachewski.

CONSENT

- 8. Operations and Facilities Committee (Paul Ramsey)**

a. New and Revised Awards BOG-Mar31/26-19

MOTION:

THAT the Board of Governors approve new and revised undergraduate and graduate awards set out in the attached document and listed below:

- *Afghan Women in Engineering and Computer Science Entrance Scholarship (Revised)*
- *Crabtree Award of Excellence in Legal Research & Writing (New)*
- *David Leeming Math Scholarship* (New)*
- *Douglas E. Baer Conference Travel Award* (New)*
- *IEEE Dr. Nandi Scholarship (Revised)*
- *John and Ann McLaren Award* (New)*
- *Mary and Fred Colthorpe Award in Music* (New)*
- *Nazareno Dominelli and Maria Giuseppa Tassone Award (Revised)*
- *Nimrod Hungarian Mobility Award (Revised)*
- *Soleil Brooks Vikes Women's Rugby Award* (Revised)*
- *The Purple Squirrel Award for Academic Diversity (New)*
- *Vikes International Athlete Award (Revised)*
- *Eunice Lowe Award for Entrepreneurship Studies* (Revised)*
- *Michaela Tokarski Entrepreneurship Award* (Revised)*
- *Tim Price Scholarship in Entrepreneurship* (Revised)*
- *Joanne Stewart Award* (New)*
- *Alzheimer Society of BC and Yukon Doctoral Award (New)*
- *Anthany Dawson Justice Award* (Revised)*
- *Anthony (Tony) Chan Memorial Bursary* (Revised)*
- *Douglas E. Baer Training in Quantitative Methods Award* (New)*
- *Dr. Ian Stuart MBA Scholarship in Sustainable Innovation* (Revised)*
- *Elizabeth (Betty) Valentine Prangnell Scholarship* (Revised)*
- *Ethel Clark Entrance Bursary* (Revised)*
- *Faculty Association Bursary* (Revised)*

- *Faculty of Science Research Scholarship* (Revised)*
- *Langford-Seaborne Scholarship* (Revised)*
- *Mariane Johnson Scholarship in Education* (New)*
- *Marine Geoscience and Oceanography Scholarship* (New)*
- *Norah & Calvin Banks Indigenous Leadership Award in the Sciences* (Revised)*
- *Phyllis Margaret Wilson Scholarship* (Revised)*
- *Ross & Stephanie Bailey Graduate Award* (Revised)*
- *Syd Bulman-Fleming Collaborative Piano Award (New)*
- *UVic WIS STEM Leadership in Diversity Scholarship* (New)*
- *ÁTOL, ÁNW: A Season of Just and Fair Treatment Scholarship* (Revised)*
- *B. Anne Tolmie Wood Scholarship for Indigenous Students* (Revised)*
- *Cecilia Tatti Tutcho Graduate Scholarship in Indigenous Language Revitalization* (Revised)*
- *Courage to Persevere Award (Revised)*
- *Dr. Margaret “Marmie” Perkins Hess Graduate Fellowships in Earth, Ocean, Astronomy and Environmental Sciences* (Revised)*
- *Jim Ounsworth Graduate Scholarship for Indigenous Students (Revised)*
- *John Michael Brownutt Graduate Scholarships* (Revised)*
- *Marianne Johnson Scholarship for Bipolar Disease Research* (New)*
- *Mary & David Norton Indigenous Leadership Fellowship* (Revised)*
- *Mya and Marcus Indigenous Graduate Scholarship in Visual Arts* (Revised)*

** Administered by the University of Victoria Foundation*

b. Proposal to establish a Professional Specialization Certificate in Teaching English to Speakers of Other Languages (TESOL) BOG-Mar31/26-20

MOTION:

THAT the Board of Governors approve the proposal to establish a Professional Specialization Certificate in Teaching English to Speakers of Other Languages (TESOL), effective September 2026, and that this approval be withdrawn should the program not be offered within five years of the granting of approval.

c. Proposed changes to the Master of Engineering – Biomedical Systems program BOG-Mar31/26-21

MOTION:

THAT the Board of Governors approve the proposed changes to the Master of Engineering – Biomedical Systems program, as described in the document “Master of Engineering – Biomedical Systems: Program Change”, effective September 2026.

d. Proposal to discontinue the Computer Science Major and Honours Options in Computer Graphics and Gaming, Computer Communications and Networks, Software Systems, and Theory

BOG-Mar31/26-22

MOTION:

THAT the Board of Governors approve the proposal to discontinue the Computer Science Major Option in Computer Graphics and Gaming, as described in the document “Computer Science Major and Honours Options: Computer Graphics and Gaming, Computer Communications and Networks, Software Systems, and Theory”, effective September 2026.

THAT the Board of Governors approve the proposal to discontinue the Computer Science Major Option in Computer Communications and Networks, as described in the document “Computer Science Major and Honours Options: Computer Graphics and Gaming, Computer Communications and Networks, Software Systems, and Theory”, effective September 2026.

THAT the Board of Governors approve the proposal to discontinue the Computer Science Major Option in Theory, as described in the document “Computer Science Major and Honours Options: Computer Graphics and Gaming, Computer Communications and Networks, Software Systems, and Theory”, effective September 2026.

THAT the Board of Governors approve the proposal to discontinue the Computer Science Major and Honours Options in Software Systems, as described in the document “Computer Science Major and Honours Options: Computer Graphics and Gaming, Computer Communications and Networks, Software Systems, and Theory”, effective September 2026.

e. Proposal to discontinue the Bachelor of Science in Nursing Post-Diploma Program (PDP)

BOG-Mar31/26-23

MOTION:

THAT the Board of Governors approve the proposal to discontinue the Bachelor of Science in Nursing Post-Diploma Program (PDP), as described in the document “Bachelor of Science in Nursing Post-Diploma Program (PDP)”, effective September 2026.

f. Status Report on Capital Projects

BOG-Mar31/26-13a

9. Finance Committee (Jyoti Stephens)

a. Collection and Remission of Student Fees for the University of Victoria Graduate Students' Society (GSS) BOG-Mar31/26-08

MOTION:

THAT the Board of Governors approve Graduate Students' Society Fees 2026-27, effective May 1, 2026.

Pro Forma Motion: (M. Jensen/V. Napoleon)

THAT the above items be approved by the Board of Governors by consent.

CARRIED

REGULAR

10. Finance Committee (Brian Cant for Jyoti Stephens)

a. Planning and Budget Framework 2027-2029 BOG-Mar31/26-04

B. Cant noted that the budget framework had been brought to the Finance Committee on February 2, 2026. He stated that of the two scenarios presented, the Board was supportive of developing the budget based on the planning scenario, as it conservatively balances risks associated with enrolment planning while modestly decreasing the enrolment contingency. This approach results in a balanced operating budget for 2026/27 with no institutional budgetary reductions.

MOTION: (S. Allan/P. Ramsey)

THAT the Board of Governors approve the Planning and Budget Framework 2027-2029, including the tuition and other fee increases contained therein, and authorize the President to develop and implement the detailed operating budget for the 2026/27 fiscal year.

CARRIED

11. Operations and Facilities Committee (Paul Ramsey)

a. Enrolment Projections for 2026/27 BOG-Mar31/26-11

P. Ramsey introduced the item. He noted that the total enrolment is projected as the highest ever.

MOTION: (I. Watson/C. Clarke)

THAT the Board of Governors approve a recommended enrolment level of 20,300 FTE for the 2026/27 academic year, subject to revisions in the event of new information regarding mandated growth, funding levels, application rates and world events.

CARRIED

»). Transnational Education (TNE) Partnership with PSB Academy for delivery of UVic Bachelor of Engineering in Biomedical Engineering and Management

P. Ramsey provided an update on the approval for a TNE partnership with PSB Academy. He invited Elizabeth Croft, Vice-President Academic and Provost to add to the update. E. Croft noted that Senate approved the partnership in December, and it was brought to the Board for contract approval. She stated that she had recently travelled to the site and met with partners. She emphasized the good work done by Business and Engineering and Computer Science.

There were no questions for P. Ramsey.

c. Academic Accommodations

P. Ramsey noted that on Monday March 30, the Operations and Facilities Committee received a presentation from the Provost outlining ongoing work to strengthen academic accessibility and provided a summary of information shared with the Board. He acknowledged that the Board appreciates the progress to date and recognizes that more work lies ahead. The university executive will continue to keep the Board informed as this work moves forward.

12. Other Business

There was none.

There being no other business, the meeting adjourned at 11:14 am.



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Board of Governors

For: Information

From: Chris Horbachewski, Vice President, External Relations

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: External Relations Report - OPEN

Background:

The following Open Session report provides an update on our activities in:

- Communicating the UVic mission and story
- Celebrating success and excellence
- Enhancing community through cultural and other activities
- Building meaningful partnerships

COMMUNICATING THE UVIC MISSION AND STORY

PacificCan invests in UVic aerospace and AI innovation

In March, Pacific Economic Development Canada (PacifiCan) [announced](#) a combined \$5.43 million in funding to support aerospace and AI innovation at UVic, positioning UVic as a leader in applied innovation and industry collaboration in Western Canada.



CELEBRATING SUCCESS AND EXCELLENCE

UVic celebrates research excellence

UVic's [REACH Awards](#) were held on April 30, honouring 14 UVic researchers, teachers, students and artists, demonstrating achievements that make a vital impact beyond the classroom.

Innovation funding increasing UVic's advancement research

In March, UVic researchers were awarded \$15.2 million from the Canada Foundation for Innovation (CFI) for equipment and instruments to advance research related to medical imaging, climate change and the deep-sea floor. Media coverage included placements in outlets such as *Nature*, *Springer*, CHEK-TV, and The Times Colonist.

Greenest Employer, 12 years in a row

For the 12th year in a row, UVic was named one of [Canada's Greenest Employers](#).

UVic study reveals ecosystem impact

A new UVic-led study published in *Nature Ecology & Evolution* examined the ecological impacts of the 2021 North American heat wave, finding that while many species experienced significant harm, others demonstrated resilience depending on environmental conditions and behaviour. Media coverage garnered global pickup across major outlets, including Yahoo! News, *Le Figaro*, CTV News, *France 24* and *The Australian*.

Spring 2026 Convocation:

Twelve ceremonies will be held June 8–12. Five honorary degrees will be conferred: Robert Morales, Bob McDonald, Suromitra Sanatani, Roy Henry Vickers, and Lynda Farmer.

ENHANCING COMMUNITY THROUGH CULTURAL AND OTHER ACTIVITIES

Upcoming events at the Farquhar:

- Esquimalt High School Recognition Ceremony-June 1, 2026, 6:30pm
- Victoria High School Recognition Ceremony-June 2, 2026, 6:30pm
- Lambrick Park School Recognition Ceremony-June 3, 2026, 7pm
- Edward Milne High School Recognition Ceremony-June 6, 2026, 1pm
- Royal Bay High School Recognition Ceremonies-June 7, 2026, 11am & 3pm
- UVic Convocation Ceremonies-June 8-12, 2026 10am & 2:30pm with additional evening ceremonies on June 10 & 11 at 6pm
- Stages Performing Arts School Recitals-June 13, 2026, 11am & 2:30pm
- Belmont High School Recognition Ceremonies-June 14, 2026, 11am & 3pm

- Spectrum High School Recognition Ceremony-June 15, 2026, 6pm
- School District 61-French Immersion Event-June 16, 2026, 12:30pm
- Oak Bay High School Recognition Ceremony-June 18, 2026, 6pm
- Reynolds High School Recognition Ceremony-June 19, 2026, 6pm
- Ballet Victoria Conservatory Recital-June 21, 2026, 2pm
- Parkland High School Graduation-June 23, 2026, 4pm
- Claremont High School Graduation-June 24, 2026, 4pm
- Stellys High School Graduation-June 25, 2026, 4pm

BUILDING MEANINGFUL PARTNERSHIPS

South Island Prosperity Partnership partners with UVic

UVic engaged with the annual Rising Economy conference, a South Island Prosperity Partnership, showcasing the university's impact and expertise in the local Victoria community. Professors Jen Baggs (Gustavson) and Jason Colby (History) delivered a luncheon keynote entitled [*The Canada Pivot: Thriving Next Door to a Disruptive Superpower.*](#)

UVic researchers: Science meets Parliament

In April, the British Columbia Legislature hosted the third [Science Meets Parliament BC](#), where University of Victoria early-career researchers had the opportunity to deepen policymakers' understanding of their work and demonstrate UVic's research impact and leadership.



UVic–City of Victoria Partnership (1-Year Anniversary):

One year after signing the MOU, UVic and the City of Victoria have strengthened collaboration across climate action, skills development, facilities, and community well-being. Key outcomes include new funding for student-led community projects, expanded applied learning opportunities, a new community of practice, improved partnership tracking, and growing demand for expanded in-person engagement. Year two will focus on deepening and scaling collaboration.



University
of Victoria

BOG-May26/26-04

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Operations and Facilities Committee

For: Decision

From: Elizabeth Croft, Vice-President Academic and Provost

A handwritten signature in black ink, appearing to read 'Elizabeth Croft'.

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: New and Revised Awards

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve new and revised undergraduate and graduate awards set out in the attached document and listed below:

- Active Earth Engineering Award for Indigenous Students in STEM (Revised)
- Alfred Joseph Memorial Award* (Revised)
- All Our Relations Award* (Revised)
- Béts'ahchu Undergraduate Award in Indigenous Language Revitalization* (Revised)
- Betty Moyls Memorial Award (Revised)
- Birdwood Fund Award* (Revised)
- BME Elevate Award (Revised)
- BMO Alliance for Women in Business Award (Revised)
- Borden Ladner Gervais Professional Excellence Award (Revised)
- British Columbia Environment Industry Association Indigenous Award (Revised)
- Bryan & Audrey Williams Award* (Revised)
- Chris Lalonde Indigenous Wellbeing Award* (Revised)
- Cindy Player Award on Equity and Human Rights* (Revised)
- Crabtree Indigenous Legal Scholar Award (Revised)
- Del Meidinger Travel Scholarship (Revised)
- Edson-Simpson Graduate Scholarship in Nursing (Revised)

- Grace and Harry Hickman Scholarship* (Revised)
- “Honouring Aaron Devor” Scholarship for Transgender Studies* (New)
- Howlers Rugby Award* (Revised)
- Jessie L. and Frederic R. Sherwood Indigenous Assistance Bursary* (Revised)
- John Geerdes Memorial Bursary* (Revised)
- Lisa Koop Vikes Indigenous Athletic Award (Revised)
- Lyn Wayland Memorial Bursary* (Revised)
- Marion Cassels Memorial Indigenous Athletics Award* (Revised)
- Mary Lewis Graduate Scholarship in Nursing* (New)
- Mary Lewis Undergraduate Scholarship in Nursing* (New)
- Promise Bursary (Revised)
- Rosy and Steven Chan Memorial Bursary* (Revised)
- S. Aitken Graduate Award (Revised)
- Satir-Banmen-Lum Counselling Psychology Scholarship (Revised)
- SMONEĆ Natural Sciences Scholarship for Graduate Students (Revised)
- Trudy Usher Bursary* (Revised)
- Tsi'tsu'wu'tul Annual Award (Revised)
- Visual Arts Auction Bursary* (Revised)
- Dr. J. Donald Rowlett Entrance Scholarship* (Revised)
- Qukin Scholarship - Joyce Green and James Johnson* (Revised)
- J. Anne Forsyth Bursary in Nursing* (New)
- R. H. Roy Scholarship in Military History* (Revised)
- Allana Lindgren International Graduate Student Scholarship in Fine Arts* (New)
- Dr. Julius F. Schleicher Graduate Scholarships* (Revised)
- Edythe Hembroff-Schleicher Scholarship* (Revised)
- Eloise Spitzer Award for Graduate Studies* (New)
- Faculty of Education Emergency Bursary (Revised)
- Goldstream Hatchery Education Bursary* (Revised)
- Jane Zhu Entrepreneurship Scholarship (Revised)
- Johann Strauss Foundation Scholarship* (Revised)
- Mary Catherine and Gloria Marshall Memorial Award* (Revised)
- Patrick Gregory Memorial Award in Biology* (New)
- Peter McCully Salmonid Conservation Award (New)
- Royal Canadian Legion Indigenous Education Award (New)
- Shaan Pruden and Stefan Schaefer Indigenous Entrance Undergraduate Scholarship* (New)
- Victoria General Hospital Auxiliary Nurse Practitioner Award* (New)
- Vikes International Athlete Award (Revised)
- Wanosts'a7 Scholarship* (Revised)
- Winner Medical Young Pioneer in Social Innovation with Health Technology Scholarship* (Revised)
- C. H. Dowling Memorial Award* (Revised)
- Christopher S. Johnson Scholarship* (Revised)
- Courage to Persevere Award (Revised)

- Crabtree Family Entrance Scholarship* (Revised)
- Dr. Frank Parnell Memorial Award* (Revised)
- Edna and Jack Marshall Indigenous Fine Arts Scholarship* (Revised)
- Eloise Spitzer Scholarship for Indigenous Women* (Revised)
- Ethel Dent Banks and Margaret Maunsell Award* (Revised)
- Faculty of Fine Arts Indigenous Student Award* (Revised)
- Gladys Pearson Indigenous Student Scholarship (Revised)
- Indigenous Law Student Award (Revised)
- Janet Person Legacy Award* (Revised)
- J. Prospero Scholarship for Sustainable Mining (Revised)
- Khowutzun Forestry Award in Environmental Studies (Revised)
- Law Foundation of British Columbia Diversity Access Grant* (Revised)
- Life in Law Diversity Award (Revised)
- Marianne Johnson Scholarship in Education* (Revised)
- Marilyn (Leslie) Kan and John Y.H. Kan Award* (Revised)
- Marilyn (Leslie) Kan and John Y.H. Kan Award for Indigenous Students* (Revised)
- Marilyn (Leslie) Kan and John Y.H. Kan Award for Undergraduate Indigenous Law Students* (Revised)
- Mary Naidu Entrance Scholarship for Indigenous Students* (Revised)
- Microserve Scholarship in Business Management Information Systems (Revised)
- MT + Co. Leonard George Memorial Indigenous Law Scholar Award* (Revised)
- One Heart for Reconciliation Award* (Revised)
- Phil Petersen Scholarship in Social Work (Revised)
- R. J. McMaster Award (Revised)
- Ralston S. Alexander K.C. Memorial Award (Revised)
- Salish Weave Indigenous Legal Scholar Award* (Revised)
- Salish Weave Visual Arts Award (Revised)
- Scotiabank Program for Law Students Scholarship (Revised)
- SMONEĆ Natural Sciences Scholarship for Graduate Students (Revised)
- Sylvia Brown Law Entrance Scholarship* (Revised)
- Ted and Helen Hughes Entrance Award* (Revised)
- Thundercat Award (Revised)
- Tolmie-Wood Scholarship* (Revised)
- Tru Cooperative Bank Indigenous Scholarship (Revised)
- UVic Undergraduate Indigenous Scholarship* (Revised)
- The Dais/Visca Indigenous Law Rejuvenation Award (Revised)
- WATT Consulting Group 40th Anniversary Award* (Revised)
- Y. P. Heung Foundation Post-Secondary Scholarship (Revised)
- Alan Steven John Award in Visual Arts (Revised)
- Allan and Rosamund Russell Award in Civil Engineering (Revised)
- Allison Osler Entrance Scholarship* (Revised)
- Arbutus Law Group Award (Revised)

- C. T. W. Memorial Fellowship for Indigenous Students* (Revised)
- Carolyn E. & Robert J. McCormick Indigenous Entrance Scholarship (Revised)
- Carolyn E. & Robert J. McCormick Indigenous Graduate Scholarship (Revised)
- CFUW Victoria Doreen Sutherland Indigenous Scholarship in the Faculty of Health* (Revised)
- CFUW Victoria Doreen Sutherland Scholarship in the School of EPHE* (Revised)
- Chief Michael A. Underwood Memorial Scholarship* (Revised)
- Christine Welsh Scholarship* (Revised)
- CPA Education Foundation Diversity Award* (Revised)
- Dean of Science Entrance Scholarship for Indigenous Students* (Revised)
- Dean's Award for Indigenous Graduate Students (Revised)
- Dr. Jack and Verna Miller Indigenous Athletics Award* (Revised)
- Dr. Charlotte Loppie Award* (Revised)
- Edwards, Kenny and Bray Award for BIPOC Students in Law (Revised)
- Enbridge Scholarship in Engineering and Computer Science (Revised)
- Enbridge Travel Award for Engineering and Computer Science Students (Revised)
- Fasken Indigenous Entrance Scholarship (Revised)
- Graduate Economics Scholarship for Women (Revised)
- Greater Victoria Chamber 1863 Impact Award* (Revised)
- Gregory and Victoria Spievak Graduate Scholarship* (Revised)
- Harris & Co Diversity Entrance Award (Revised)
- Hart Will Graduate Fellowship in Indigenous Governance & Leadership* (Revised)
- Hilder School of Music Award* (Revised)
- Indigenous Perspectives Camp 25th Anniversary Award (Revised)
- Jack Howard Jackson Memorial Award (Revised)
- Jean Tutcho Indigenous Undergraduate Award in Visual Arts* (Revised)
- JFK Law LLP Indigenous Legal Orders Scholarship (Revised)
- Jim Ounsworth Undergraduate Award for Indigenous Part-Time Students (Revised)
- Jim Ounsworth Undergraduate Award for Indigenous Students (Revised)
- John and Ann McLaren Award* (Revised)
- John Michael Brownutt Scholarship* (Revised)
- Joseph Arvay Social Justice Award (Revised)
- Joyce Family Foundation Award* (Revised)
- Langford-Seaborne Award for Indigenous Students in Humanities* (Revised)
- Langford-Seaborne Award for Indigenous Students in Social Sciences* (Revised)
- LE,NONET Bursary (Revised)
- Loretta Warnsby Memorial Award in Law* (Revised)
- Mandell Pinder LLP Indigenous Law Scholar Award (Revised)
- Mark Krasnick Leadership Award* (Revised)

- Mina Hoorfar Award for Indigenous Students in Engineering and Computer Science* (Revised)
- Mosaic Forest Management Award in Indigenous Language Revitalization* (Revised)
- Myrna and Terry Daniels Award in Indigenous Education* (Revised)
- Norah and Calvin Banks Indigenous Science Scholarship* (Revised)
- Olthuis Kleer Townshend Indigenous Law Scholar Award (Revised)
- Presquito Murdoch Indigenous Law Award* (Revised)
- Raincoast Conservation Award (Revised)
- Ratcliff LLP Indigenous Law Scholar Award* (Revised)
- Robert and Audrey Harry Indigenous Scholarship in Nursing* (Revised)
- RPIA ACE Finance Award for BIPOC Students (Revised)
- S. Aitken Graduate Award* (Revised)
- Salish Weave Indigenous Education Award (Revised)
- Sandra Louise Harper and Don Barnhardt Award in Indigenous Law* (Revised)
- Sellemah Scholarship* (Revised)
- Shelagh Rogers Entrance Scholarship (Revised)
- Skeena Scholarship in Creative Writing (Revised)
- SMONEĆ Natural Sciences Scholarship (Revised)
- Soleil Brooks Vikes Women's Rugby Award* (Revised)
- Steven P. Starkovich Opportunity Entrance Award (Revised)
- Storrow Family Award* (Revised)
- Thomas M. Hess Scholarship in Indigenous Language Revitalization* (Revised)
- UVic Business Class of 2009 Award* (Revised)
- UVSS BIPOC Public Interest Research Award* (Revised)
- Victoria Korean Presbyterian Church Award* (Revised)
- WIN Self-Sufficiency Bursary (Revised)
- Woodward & Company Indigenous Law Scholar Award* (Revised)
- Xa7limut (Ha-lay-mut) Jack Campo Indigenous Law Award (Revised)
- Arseneo Leite Memorial Scholarship* (Revised)
- CPA Education Foundation Inclusion Award (Revised)
- Dianne Draper Environmental Sustainability and Stewardship Scholarship (Revised)
- Dr. Larry McCann Award for Interdisciplinary Leadership in Geography (Revised)
- Dr. Elmar B. F. Brosterhus Scholarship* (Revised)
- Faculty of Engineering and Computer Science Equity, Diversity and Inclusion Leadership Award (Revised)
- Helen Lansdowne Award* (Revised)
- Joyce Underwood Indigenous Undergraduate Student Scholarship in Social Sciences* (Revised)
- Maple Reinders Scholarship (Revised)
- Mastercard Award in Cyber Security (Revised)
- Stantec Award (Revised)
- Vancouver Security Traders Association (VSTA) Finance Award (Revised)

- VicFounders Award (Revised)
- COYA Scholarship (Revised)
- Fanny Williams Huu-ay-aht First Nation Scholarship (Revised)
- Gervin Métis Award for Distinguished Advocacy and Leadership (Revised)
- Inuit Women or Two-Spirit Legal Scholar Award (Revised)
- Lii Michif Niiyanaan Award (Revised)
- TANSI Award* (Revised)
- TANSI Scholarship* (Revised)

** Administered by the University of Victoria Foundation*

Background:

New and revised awards support the recruitment and retention of talented students, aligned with our Strategic Plan and enrolment goals. Awards, including competitive entrance scholarships and bursaries, enable the university to continue to attract, recruit and retain a diverse community of outstanding students. A higher-than-average volume of awards are proposed due to edits required to implement the university’s Indigenous Citizenship Declaration Policy.

Previous Consultation:

The Senate Committee on Awards reviewed the proposed awards and recommended their approval by Senate. At their April 10 and May 8, 2026 meetings, Senate approved the awards and recommended their approval by the Board of Governors.

Planned Further Action:

Student Awards and Financial Aid will administer the awards after approval.

Basis for Jurisdiction: University Act, s 27 (2)(k)
 Strategic Plan
 Student Awards Policy AC1130

Attachment(s): Terms for New and Revised Awards

APPENDIX 1

Scholarships, medals and prizes

Scholarships, medals and prizes are awarded to students primarily on the basis of academic merit. Other additional eligibility criteria, as specified in the terms of reference, will be considered when selecting recipients. Scholarships, medals and prizes for undergraduate students are administered by Student Awards and Financial Aid (SAFA). Detailed information about the terms of reference and application process (if applicable) for undergraduate scholarships, medals and prizes is available on the SAFA [website](#).

AWARDS

UVic also offers non-repayable funding referred to as awards. Recipients are selected on the basis of the eligibility criteria specified in the terms of reference for each award. Eligibility criterion may include, but are not limited to, a minimum academic achievement, financial need, identifying with a group with historical and/or current barriers to equity, program of study or participation in a varsity sport.

Recipients of athletic awards are selected on the basis of the eligibility criteria specified in the terms of reference for the award and the requirements stipulated by U SPORTS; an organization external to UVic that establishes the funding rules for student athletes in varsity sport at participating universities in Canada.

U SPORTS regulations state that student athletes receiving an athletic award in their entering year who have never participated in varsity sport at a post-secondary institution are not required to meet a minimum grade point average requirement.

Continuing student athletes must have passed a minimum of 9.0 units for credit with a minimum GPA of 3.0 in the preceding September to August terms of study. The total combined value of athletic awards cannot exceed the student's assessed tuition and mandatory fees for the terms in which they receive the funding.

BURSARIES

Bursaries are non-repayable financial assistance awarded on the basis of financial need and satisfactory academic standing. There may be additional selection criteria specified in the terms of reference, but financial need is the primary selection criteria.

Detailed information about the online bursary application process is available on the SAFA [website](#).



APPENDIX 2

TERMS FOR NEW AND REVISED AWARDS

Additions are underlined

Deletions are ~~struck through~~

ACTIVE EARTH ENGINEERING AWARD FOR INDIGENOUS STUDENTS IN STEM (REVISED)

One award is given to an entering, continuing or transferring ~~Indigenous~~ First Nations, Métis and/or Inuit undergraduate student in either the Faculty of Engineering and Computer Science or the Faculty of Science who have a strong interest in pursuing studies in Science(s), Technology, Engineering, and/or Math (STEM). The student must have demonstrated community involvement and must submit a letter of reference (maximum 400 words) outlining their leadership skills in one or more of the following areas: community involvement, leadership, academic performance, athletics, innovation and creativity. Community can include schools, neighbourhoods, teams and/or Nations.

Preference will be given in the following order:

1. ~~members of~~ students who are from the Songhees Nation or Esquimalt Nation
2. ~~members of~~ students who are from nations governed by the WSÁNEĆ Leadership Council
3. ~~members of~~ students who are from Pauquachin, Malahat, T'Sou-ke and Sc'ianew First Nations
4. students who are from any First Nation on Vancouver Island or the Lower Mainland.
5. ~~Indigenous students from any region in Canada~~ First Nations, Métis and/or Inuit students

The award will be given on a rotating basis, beginning with the Faculty of Science. If there is no eligible candidate in the designated faculty, an eligible candidate from the other faculty may be nominated. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science or the Faculty of Science.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ALFRED JOSEPH MEMORIAL AWARD* (REVISED)

One award is given to an ~~Indigenous~~ a First Nations, Métis and/or Inuit undergraduate student entering the Faculty of Law who has demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work

experience, graduate study, community service, family care, or disability. Preference will be given to a student in the JID program. Approval of the recipient will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ALL OUR RELATIONS AWARD* (REVISED)

One or more awards are given to ~~First Nations, Inuit or Métis~~ First Nations, Métis and/or Inuit undergraduate students entering the final year of their undergraduate program in Public Administration, Nursing, Public Health & Social Policy, Social Work, Health and Information Science or Child and Youth Care who demonstrate meaningful contributions to the well-being and resurgence of Indigenous Peoples during their academic program. These contributions may occur during community service with ~~a particular First Nation, Inuit or Métis First Nations, Métis and/or Inuit~~ Peoples in an urban setting, during fieldwork, co-op, practica, community-engaged research, or other experiential learning.

Applicants must provide a letter outlining a) their reasons for taking their chosen program, and b) their connections with and contributions to the well-being and resurgence of Indigenous Peoples during the course of their academic program. Selection of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Office of Indigenous Academic and Community Engagement.

The awards will rotate from year to year, in this order, between the following Schools/Departments: Public Administration, Nursing, Public Health & Social Policy, Social Work, Health and Information Science, or Child and Youth Care.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

BÉTS'AHCHU UNDERGRADUATE AWARD IN INDIGENOUS LANGUAGE REVITALIZATION* (REVISED)

One or more awards are given to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the Faculty of Education enrolled in the Certificate in Indigenous Language Proficiency (CILP), the Diploma in Indigenous Language Revitalization (DILR), or the Bachelor of Education in Indigenous Language Revitalization (BEd ILR) who are developing their own language proficiency and have a strong record of contributing to their/a language community through their work. Preference will be given to students from Northwest Territories.

Part-time students (minimum 3.0 units per term) are eligible for this award.



Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

BETTY MOYLS MEMORIAL AWARD (REVISED)

One or more An-awards is are given to a transferring or continuing undergraduate students specializing in vocal performance in the Bachelor of Music program. Preference is for students with demonstrated financial need. Selection of the recipients is made by the Senate Committee on Awards upon the recommendation of the School of Music.

BIRDWOOD FUND AWARD* (REVISED)

One or more awards are given to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the Faculty of Health or the Faculty of Social Sciences who have demonstrated financial need. The award will be given on a rotating basis, beginning with the Faculty of Health. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of either the Faculty of Health or the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

BME ELEVATE AWARD* (REVISED)

Two awards of \$2,000 each are given to undergraduate students in the Biomedical Engineering program in the Faculty of Engineering and Computer Science and are members of groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Inuit and Métis peoples, and all other Indigenous peoples~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally);
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women, and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Applicants must submit a personal statement (minimum 500 words, maximum 4,000 words) that outlines their financial or personal challenges and how they have overcome, or are currently overcoming, these challenges and also speaks to their academic and career goals. Preference is for students who demonstrate financial need. Approval of the recipients is made



by the Senate Committee on Awards upon the recommendation of the Biomedical Engineering Program.

Applicants for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

BMO ALLIANCE FOR WOMEN IN BUSINESS AWARD (REVISED)

One award of \$1,000 is given to an undergraduate student who identifies as a woman, who is continuing in the Bachelor of Commerce program at the Peter B. Gustavson School of Business and who has paid or volunteer experience in 'lifting the women up' in her community. This could include, but not be limited to: work at transition houses, friendship centres or events focused on women's health or economic status. Applicants must submit a statement (maximum 300 words) describing their paid or volunteer work. Preference is for ~~an~~ Indigenous a First Nations, Métis and/or Inuit student. Graduating and part-time students (registered in a minimum of 6.0 units for credit in two terms) are eligible for this award. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

BORDEN LADNER GERVAIS PROFESSIONAL EXCELLENCE AWARD (REVISED)

Two awards of equal value are ~~awarded~~ given to undergraduate students in the Faculty of Law who:

- are entering second year,
- are members of underrepresented communities, including individuals who identify as Black, Indigenous First Nations, Métis and/or Inuit, Racialized, LGBTQ2S+, persons with ~~a disability~~ visible and/or invisible (physical and/or mental) disabilities, neurodivergent or first generation to have obtained post-secondary education,
- demonstrate financial need, and
- ~~has~~ have a commitment to professional or service excellence by consistently expanding their knowledge of the law, demonstrating the highest standards of integrity, offering innovative ideas, taking a collaborative approach and contributing to the community.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



BRITISH COLUMBIA ENVIRONMENT INDUSTRY ASSOCIATION INDIGENOUS AWARD (REVISED)

One or more awards are given to continuing or transferring Indigenous First Nations, Métis and/or Inuit undergraduate students ~~born in Canada and~~ enrolled in the Faculty of Engineering & Computer Science who:

- have an interest in environmental issues through their classes/learning or through volunteering,
- have demonstrated financial need, and,
- are residents of British Columbia.

Graduating students and students with a 3.0 GPA or higher are eligible for this award. Approval of the recipient is made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

BRYAN & AUDREY WILLIAMS AWARD* (REVISED)

One or more awards are given to single parent entering or continuing undergraduate students ~~entering or continuing~~ in the Faculty of Law, with a preference for Indigenous First Nations, Métis and/or Inuit students. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CHRIS LALONDE INDIGENOUS WELLBEING AWARD* (REVISED)

One or more awards are given to Indigenous First Nations, Métis and/or Inuit undergraduate students continuing in the Faculty of Social Sciences, with preference for students majoring in Psychology. Applicants must submit a statement (maximum 250 words) describing why they chose a major in the Faculty of Social Science. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



CINDY PLAYER AWARD ON EQUITY AND HUMAN RIGHTS* (REVISED)

One or more awards are given in alternate years to undergraduate students continuing into third or fourth year in the Faculty of Social Sciences and the School of Social Work who:

1. have demonstrated financial need,
2. are pursuing studies related to the subject of equity and human rights, and
3. are members of groups with historical and/or current barriers to equity, including, but not limited to:
 1. ~~First Nations, Métis and Inuit peoples, and all other Indigenous peoples~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally);
 2. members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
 3. persons with visible and/or invisible (physical and/or mental) disabilities
 4. persons who identify as women; and
 5. persons of marginalized sexual orientations, gender identities, and gender expressions.

Applicants must submit a letter outlining how their studies have or will relate to the subject of equity and human rights. Preference is for students who have worked or volunteered with a community service organization (such as transition houses, crisis centres, or friendship centres). Applicants wanting to demonstrate they have worked or volunteered with a community service organization must include a statement (maximum 300 words) describing their paid or volunteer work. The award is given on a rotating basis, beginning with the Faculty of Social Sciences.

Part-time students (registered in a minimum of 6.0 units for credit in two terms) are eligible for this Award. Approval of the recipients is made by the Senate Committee on Awards upon the recommendation of either the Faculty of Social Sciences or the School of Social Work.

Applicants, candidates or nominees for this award who have indicated they are Indigenous Students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CRABTREE INDIGENOUS LEGAL SCHOLAR AWARD (REVISED)

One or more awards of at least \$5,000 each are given to First Nations, Métis and/or Inuit continuing, undergraduate ~~Indigenous~~ students in the Faculty of Law JD/JID program in the Faculty of Law. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



DEL MEIDINGER TRAVEL SCHOLARSHIP (REVISED)

One scholarship of ~~\$1,500~~ \$2,000 is awarded to an academically outstanding undergraduate student in an Honours or Major program in the ~~Department of Biology~~ Faculty of Science to assist with travel costs associated with ~~undertaking~~ a co-op work term anywhere outside of their home community. The work term must focus on either sustainable forest management or forest ecology.

Applications must be submitted to the Co-operative Education Office (coopawards@uvic.ca) by:

- October 15 for a co-op placement that takes place September to December,
- February 15 for a co-op placement that takes place January to April, or
- June 15 for a co-op placement that takes place May - August.

Students may receive this award more than once. Approval of the recipients is made by the Senate Committee on Awards upon the recommendation of the Department of Biology.

EDSON-SIMPSON GRADUATE SCHOLARSHIP IN NURSING (REVISED)

At least ~~twenty-two~~ fifty scholarships of at least \$5,000 each are awarded annually for three years with the last disbursement in December 2028 to academically outstanding graduate students in the Nurse Practitioner program in the School of Nursing. Preference is for students with financial need. Students may receive this award more than once. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Nursing.

GRACE AND HARRY HICKMAN SCHOLARSHIP* (REVISED)

One or more ~~S~~scholarships ~~will be~~ are awarded to academically outstanding undergraduate assist students registered in a full-time program having taken at least one course in to study French at a ~~the~~ University of Victoria in any region or country where French is the dominant language and where an immersive language and cultural experience is present. and interested in immersing themselves in the French language and cultural experiences in any region or country where the French language is dominant. Applicants ~~must be registered in a full time program, including at least one course in French, at the University of Victoria, and intend to study at a university where the language of instruction is French for one or more semesters and to return to the University of Victoria to complete the program requirements. The scholarship will be paid upon receipt of documents demonstrating the student's registration at an acceptable institution. Students in any year of study are eligible. Written applications, including details of the proposed program, are to be submitted to the French and Francophone Studies program by April 1 of the academic year preceding the proposed study at another institution. Preference is for students who propose to study at a university or register in a co-op work term for one or more semesters in a French-speaking community and return to complete their program requirements at the University of Victoria. Students are required to write a 500-word essay on their interest in studying or working as part of a co-op~~

program in any region or country where French is the dominant language. The essay needs to be sent to the French and Francophone Studies program by April 1. Approval Selection of the recipients will be made by the Senate Committee on Awards upon the recommendation of the French and Francophone Studies program in the School of Languages, Linguistics and Cultures.

“HONOURING AARON DEVOR” SCHOLARSHIP FOR TRANSGENDER STUDIES* (NEW)

One or more scholarships of at least \$2,000 are awarded to academically outstanding Trans+ graduate students studying at the University of Victoria. Applicants must provide an academic letter of reference and a statement of 150 words to describe their topic of study. Students are encouraged to submit an additional 150-word personal statement. Preference is for students who are studying Trans+ topics and further preference is for students who demonstrate financial need. If there are no eligible Trans+ students in a given year, then any graduate student studying Trans+ topics is eligible. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Award Committee upon the recommendation of the Chair in Transgender Studies.

HOWLERS RUGBY AWARD* (REVISED)

One or more awards are given to undergraduate and graduate students who participate in the Vikes Men's or Women's Rugby program at the University of Victoria. Eligible students must meet all U SPORTS eligibility requirements.

Preference will be given in the following order:

1. ~~students of Indigenous descent~~ First Nations, Métis and/or Inuit students,
2. students from Saskatchewan,
3. students from Alberta or Manitoba.

If there are no qualified applicants, students from any other province, except B.C. and Ontario, will be considered.

Award recipients will be selected on the basis of work ethic, commitment and performance criteria by the Director, Varsity Performance Sport of Athletics and Recreation in consultation with the Varsity Head Coaches. ~~and the Associate Director, Sport~~

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



JESSIE L. AND FREDERIC R. SHERWOOD ~~FIRST NATIONS~~ INDIGENOUS ASSISTANCE BURSARY*
(REVISED)

One or more bursaries are awarded to First Nations, Métis and/or Inuit undergraduate students entering or continuing in any program of study at the University of Victoria. Preference is given to students in the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JOHN GEERDES MEMORIAL BURSARY* (REVISED)

A bursary is awarded to an undergraduate student entering the University of Victoria. Preference is given to ~~an Indigenous~~ a First Nations, Métis and/or Inuit student (~~First Nations status or non-status, Inuit, Métis~~).

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LISA KOOP VIKES INDIGENOUS ATHLETIC AWARD (REVISED)

One or more awards of at least \$1,000 each are given to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate or graduate students who compete on any Vikes Varsity team at the University of Victoria. Eligible students must meet all U SPORTS eligibility requirements. Award recipients will be selected on the basis of work ethic, commitment and performance criteria by the Director, Varsity Performance Sport in consultation with the Varsity Head Coaches.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LYN WAYLAND MEMORIAL BURSARY* (REVISED)

An award will be made annually in memory of Lyn Wayland to honour her accomplishments, her contributions to the Faculty of Law, and her personal success as an ~~aboriginal-Indigenous~~ person in the face of many obstacles. The award is made to a law student who has made a contribution to the community or to the Faculty of Law. Preference will be given to ~~an aboriginal~~ a First Nations, Métis and/or Inuit student. ~~The nominee will be selected by representatives of the aboriginal law students in consultation with the Dean of the Faculty of Law.~~ Approval of undergraduate recipients will be made by the Senate Committee on Awards upon the recommendation of the Dean of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARION CASSELS MEMORIAL INDIGENOUS ATHLETICS AWARD* (REVISED)

One or more awards of at least \$1,000 each are given to First Nations, Métis and/or Inuit undergraduate ~~Canadian-born Indigenous~~ students who are student athletes. Preference will be given in the following order:

1. Students who have been identified as international caliber athletes by their national sport governing body.
2. Varsity athletes, competing on a UVic team. Eligible students must meet all U SPORTS eligibility requirements.
3. Students who participate in UVic Sport Clubs or UVic Intramurals Teams.
4. Students who participate, or have recently participated, in a recreational community team/group. This can include participation on a high school team or club, a team in a home community or a team in the Capital Regional District.

Applicants must submit a letter (max 300 words) identifying the category of athlete and detailing ~~your~~ their current or recent sport participation and caliber/level of competition. Consideration will also be given to students currently participating in active, healthy living programs and activities. Part-time students (minimum 4.5 units per term) are eligible.

~~Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Senior Director of Wellness, Athletics and Recreation in consultation with the Director, Varsity Performance Sport and will be selected on the basis of sporting achievement and participation.~~

Award recipients will be selected on the basis of sporting achievement and participation by the Director, Varsity Performance Sport.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARY LEWIS GRADUATE SCHOLARSHIP IN NURSING (NEW)

One or more scholarships are awarded to graduate students entering the Master of Nursing program. Preference is for students specializing in emergency nursing and/or the nurse practitioner stream. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Nursing.



MARY LEWIS UNDERGRADUATE SCHOLARSHIP IN NURSING (NEW)

One or more scholarships are awarded to academically outstanding undergraduate students continuing into third or fourth year in the School of Nursing. Preference is for students with demonstrated financial need. Students registered in at least 4.50 ~~academic~~ units per term are eligible for this scholarship.

PROMISE BURSARY* (REVISED)

One or more bursaries are awarded to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate or graduate students who are single parents.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ROSY AND STEVEN CHAN MEMORIAL BURSARY* (REVISED)

One or more bursaries are awarded to undergraduate students of minority ancestral groups entering or continuing at the University of Victoria. Preference will be given to students of Asian Ancestry or ~~those who are First Nations, Inuit or Métis peoples or all other Indigenous peoples~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally).

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

S. AITKEN GRADUATE AWARD* (REVISED)

One or more awards are given to ~~Indigenous~~ First Nations, Métis and/or Inuit women graduate students in the School of Environmental Studies. Approval of the recipient will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Environmental Studies.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SATIR-BANMEN-LUM COUNSELLING PSYCHOLOGY SCHOLARSHIP* (REVISED)

A scholarship of \$1,000 is awarded to an academically outstanding graduate student in the Counselling Psychology program who is a member of one or more groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous peoples~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally);



- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities; or
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Preference is for students with demonstrated financial need. Approval of the recipient is made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Faculty of Health.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SMONEĆ NATURAL SCIENCES SCHOLARSHIP FOR GRADUATE STUDENTS* (REVISED)

A scholarship of \$2,000 is awarded to an academically outstanding graduate student in the Faculty of Science. Preference will be given to a First Nations, Métis and/or Inuit an Indigenous student from nations whose territory is fully or in part located within the borders of Canada. Students may receive this award more than once. Approval of the recipient will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Faculty of Science.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TRUDY USHER BURSARY* (REVISED)

One or more bursaries are awarded to Indigenous First Nations, Métis and/or Inuit undergraduate students who are entering or continuing in the School of Social Work at the University of Victoria.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TSI'TSU'WU'TUL ANNUAL AWARD* (REVISED)

A \$500 award is given to a First Nations, Métis and/or Inuit graduating undergraduate or graduate Indigenous student who has overcome significant obstacles. The award is given out in both June and November and recipients will be honoured at the Indigenous Recognition Ceremonies. Recipients will be nominated by the Office of Indigenous Affairs Office of Indigenous Academic and Community Engagement.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

VISUAL ARTS AUCTION BURSARY * (REVISED)

One or more bursaries are awarded to undergraduate students entering or continuing in a Visual Arts program. Preference will be given to students of First Nations heritage First Nations, Métis and/or Inuit students for at least one of every four bursary assignments.

Applicants, candidates, or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DR. J. DONALD ROWLATT ENTRANCE SCHOLARSHIP* (REVISED)

A scholarship is awarded to a British Columbia secondary school student entering first year at the University of Victoria and who has been granted admission to the Peter B. Gustavson School of Business. Preference will be given to an aboriginal a First Nations, Métis and/or Inuit student.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

QUKIN SCHOLARSHIP - JOYCE GREEN AND JAMES JOHNSON* (REVISED)

One or more scholarships of at least \$5,000 are awarded to:

- Indigenous First Nations, Métis and/or Inuit graduate students (First Nations, Inuit or Métis) who are Canadian citizens, or
- Non-Indigenous graduate students who are Canadian citizens and who demonstrate significant Indigenous allyship (defined below).

Eligible applicants will be pursuing studies and research with an emphasis on any of the following subjects: Indigenous politics, law or theory; feminist, anti-colonial, critical race or ecological and environmental matters.

All applicants must submit:

- a description (max 500 words) of their research demonstrating which subject area it falls under, and
- a letter from their supervisor confirming that the research relates to the applicant's thesis topic.

Non-Indigenous applicants must also submit a description (maximum 500 words) demonstrating their Indigenous allyship.



First preference will be given to Indigenous First Nations, Métis and/or Inuit students who are single custodial parents; Second preference is for Indigenous First Nations, Métis and/or Inuit students who demonstrate financial need. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of departments.

For the purpose of this award, allyship is understood to be a verifiable durable demonstration over a significant period of time of knowledge of, commitment to and solidarity with Indigenous Peoples people or to a cause or movement initiated by and for Indigenous Peoples people. It must be more than a mere profession of solidarity: it must be demonstrated with actions.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

J. ANNE FORSYTH BURSARY IN NURSING* (NEW)

One or more bursaries are awarded to First Nations, Métis and/or Inuit undergraduate and/or graduate students in the School of Nursing program whose goal is to improve the quality of health care provided to Indigenous Peoples.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

R. H. ROY SCHOLARSHIP IN MILITARY HISTORY* (REVISED)

A scholarship is awarded to an academically outstanding undergraduate student. If there is no eligible undergraduate student, it may instead be awarded to an academically outstanding graduate student enrolled in a military history related course (e.g. Military History, Canadian History, Canadian Politics and Diplomatic Affairs or a Canadian survey course), or undertaking an Honours thesis related to Canadian military history, defence, security or intelligence. The award is given in recognition of Professor Roy's contribution as a former teacher in the Department of History.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Department of History. In the case of a graduate student, approval of the recipient will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Department of History.



APPENDIX 1

Scholarships, medals and prizes

Scholarships, medals and prizes are awarded to students primarily on the basis of academic merit. Other additional eligibility criteria, as specified in the terms of reference, will be considered when selecting recipients. Scholarships, medals and prizes for undergraduate students are administered by Student Awards and Financial Aid (SAFA). Detailed information about the terms of reference and application process (if applicable) for undergraduate scholarships, medals and prizes is available on the SAFA [website](#).

AWARDS

UVic also offers non-repayable funding referred to as awards. Recipients are selected on the basis of the eligibility criteria specified in the terms of reference for each award. Eligibility criterion may include, but are not limited to, a minimum academic achievement, financial need, identifying with a group with historical and/or current barriers to equity, program of study or participation in a varsity sport.

Recipients of athletic awards are selected on the basis of the eligibility criteria specified in the terms of reference for the award and the requirements stipulated by U SPORTS; an organization external to UVic that establishes the funding rules for student athletes in varsity sport at participating universities in Canada.

U SPORTS regulations state that student athletes receiving an athletic award in their entering year who have never participated in varsity sport at a post-secondary institution are not required to meet a minimum grade point average requirement.

Continuing student athletes must have passed a minimum of 9.0 units for credit with a minimum GPA of 3.0 in the preceding September to August terms of study. The total combined value of athletic awards cannot exceed the student's assessed tuition and mandatory fees for the terms in which they receive the funding.

BURSARIES

Bursaries are non-repayable financial assistance awarded on the basis of financial need and satisfactory academic standing. There may be additional selection criteria specified in the terms of reference, but financial need is the primary selection criteria.

Detailed information about the online bursary application process is available on the SAFA [website](#).



APPENDIX 2

TERMS FOR NEW AND REVISED AWARDS

Additions are underlined

Deletions are ~~struck through~~

NEW AND REVISED TERMS OF REFERENCE

ALLANA LINDGREN INTERNATIONAL GRADUATE STUDENT SCHOLARSHIP IN FINE ARTS* (NEW)

One scholarship is awarded to an academically outstanding international graduate student in the Faculty of Fine Arts. Approval of the recipient will be made by the Faculty of Graduate Studies Graduate Award Committee upon the recommendation of the Faculty of Fine Arts.

DR. JULIUS F. SCHLEICHER GRADUATE SCHOLARSHIPS* (REVISED)

One or more scholarships are given to ~~highly qualified~~ academically outstanding ~~male men~~ graduate students in either the Faculty of Law or the School of Medical Sciences ~~in one of the disciplines forming part of pre-medical studies such as Biochemistry, Microbiology, Biology or Chemistry.~~ Approval of the recipient(s) will be made by the Faculty of Graduate Studies, Graduate Awards Committee upon the recommendation of the Faculty of Law or the School of Medical Sciences ~~appropriate departments.~~

EDYTHE HEMBROFF-SCHLEICHER SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding ~~undergraduate or~~ graduate female women students ~~registered in pre-medicine disciplines, for example Biochemistry and Microbiology, Biology or Chemistry who show exceptional promise and who show firm intentions to continue to medical school. in the School of Medical Sciences.~~ Preference will be given to students who have stated an intention to continue on to medical school.

Approval of the ~~graduate~~ recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Medical Sciences ~~appropriate departments.~~ Approval of the ~~undergraduate~~ recipients will be made by the ~~Senate Committee on Awards.~~

ELOISE SPITZER AWARD FOR GRADUATE STUDIES* (NEW)

One or more awards of at least \$9,500 are given to entering or continuing women or Two-Spirit identifying graduate students in the Faculty of Law. Part-time students are eligible (minimum 1.5



units per term). Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Award Committee upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are Two-Spirit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

FACULTY OF EDUCATION EMERGENCY BURSARY (REVISED)

One or more bursaries, ~~to a maximum of~~ valued at up to \$1,500 each, are awarded to ~~full-time or part-time domestic or international~~ undergraduate ~~or~~ and graduate students in the Faculty of Education. ~~Part-time students are eligible (undergraduate students registered in a minimum of 6.0 units for credit in two terms and graduate students registered in a minimum of 1.5 units minimum 3.0 units).~~ The bursary is ~~intended to offer students~~ provides one-time financial assistance per term ~~to students who encounter in the event of an unforeseen emergency or extenuating circumstances while attending enrolled at~~ the University of Victoria.

GOLDSTREAM HATCHERY EDUCATION BURSARY* (REVISED)

One or more bursaries are awarded to undergraduate students in the Department of Biology, with preference given to students who volunteer at the Hatchery on an ongoing basis.

JANE ZHU ENTREPRENEURSHIP SCHOLARSHIP (REVISED)

One scholarship of at least \$10,000 is awarded to a graduate student in either the MBA or the MGB program in the Sardul S. Gill Graduate School at the Peter B. Gustavson School of Business who wishes to start their own business. The award recipient will be selected based on entrepreneurial expertise and acuity as demonstrated and evaluated throughout their classes in the MBA or the MGB program and will have a strong business plan in place for their entrepreneurial venture. Preference is for MBA or MGB students who are also clients of the UVic Innovation Centre. Graduating students and part-time students (registered in a minimum of 1.5 units per term) are eligible for this ~~award~~ scholarship.

Approval of the recipient will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Sardul S. Gill Graduate School at the Peter B. Gustavson School of Business.

JOHANN STRAUSS FOUNDATION SCHOLARSHIP* (REVISED)

Two or more ~~Two~~ scholarships of at least \$3,000 each are awarded to assist undergraduate or graduate students registered in the School of Music to study music in Austria. At least one of ~~these two~~ the annual scholarships must be for study at the Mozarteum ~~in~~ University Salzburg. Applicants must be Canadian citizens or ~~landed immigrants~~ permanent residents and must provide documentation demonstrating the applicant's registration at an acceptable institution. An audition is required. Graduating students are also eligible for this award.

Details of criteria and application forms are available at the School of Music. Applications must be submitted to the School of Music by January 10 ~~of the~~ for studies in Austria in the following academic year ~~of the proposed studying Austria.~~

In the case of an undergraduate student, selection of the recipient will be made by the Senate Committee on Awards upon recommendation of the School of Music. In the case of a graduate student, selection will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Music.

MARY CATHERINE AND GLORIA MARSHALL MEMORIAL AWARD* (REVISED)

One or more awards are given to ~~outstanding~~ graduate students ~~who are who are affiliated with in the~~ Counselling Psychology Graduate Program or Indigenous Communities Counselling Program Collaborative for Youth and Society (CFYS)-within the Faculty of Health Institute on Aging and Lifelong Health and whose research is directed at improving the lives of youth and their families. The student will be selected on the basis of a short written statement (maximum 500 words) describing their research (thesis or non-thesis) and intended outcomes. Students must apply to the Counselling Psychology Graduate Program or Indigenous Communities Counselling Program (ICCP) by September 1st Institute on Aging and Lifelong Health. Approval of the recipient(s) will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Faculty of Health Institute on Aging and Lifelong Health.

PATRICK GREGORY MEMORIAL AWARD IN BIOLOGY* (NEW)

One or more awards are given to graduate students in the Department of Biology where their thesis topic relies on field-based data collection in Canada and their research focuses on behaviour, ecology and/or conservation. Preference is for students that are working on thesis topics based on reptiles and amphibians.

Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Award Committee upon the recommendation of the Department of Biology.

PETER MCCULLY SALMONID CONSERVATION AWARD (NEW)

One or more awards of at least \$1,000 are given to third or fourth-year Canadian citizen or Permanent Resident undergraduate students in the Faculty of Science with a demonstrated commitment to, conservation of, and/or research on, Pacific salmon and trout and/or their habitats. Preference is for First Nation students and further preference is for students with demonstrated financial need. Should a suitable candidate not be found in a given year, funds will be held over and disbursed in a subsequent year once an eligible recipient is identified.

Applicants, candidates or nominees for this award who have indicated they are First Nation students are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



ROYAL CANADIAN LEGION INDIGENOUS EDUCATION AWARD (NEW)

One award of \$2,000 is given to a First Nations, Métis and/or Inuit undergraduate student from the province of British Columbia who is enrolled in the Indigenous Education program. The student must have demonstrated financial need.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SHAAN PRUDEN AND STEFAN SCHAEFER INDIGENOUS ENTRANCE UNDERGRADUATE SCHOLARSHIP* (NEW)

One or more scholarships of at least \$9,000 each are awarded to academically outstanding First Nations, Métis and/or Inuit entering undergraduate students. Preference will be given to students from Vancouver Island Nations.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

VICTORIA GENERAL HOSPITAL AUXILIARY NURSE PRACTITIONER AWARD* (NEW)

One award of \$5,000 is awarded to a graduate student in their second year of study in the Master of Nursing – Nurse Practitioner Program. Preference is for students with financial need. Further preference is for students who have a connection to Island Health through their work, practicum and/or volunteer work. Approval of the recipient will be made by the Faculty of Graduate Studies Graduate Award Committee upon the recommendation of the School of Nursing.

VIKES INTERNATIONAL ATHLETE AWARD (REVISED)

One or more awards of ~~\$50,000~~ \$100,000 payable at ~~\$10,000~~ \$20,000 per year over 5 years, are given to international undergraduate students entering or transferring to UVic and who compete on any Vikes Varsity team at the University of Victoria. International students transferring from a non-Canadian post-secondary institution are eligible.

The award is automatically renewed for each year of a student's full-time study until the completion of their first undergraduate degree or for a maximum of four years, whichever is the shorter period, provided they meet and maintain U SPORTS eligibility requirements.

Award nominees will be selected on the basis of work ethic, commitment and performance criteria by the Director, Varsity Performance Sport in consultation with the Head Coaches. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Department of Wellness, Recreation and Athletics.



WANOSTS'A7 SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to graduate students from any program at the University of Victoria who are working on issues of Indigenous knowledge or Indigenous languages for the clear benefit of the community and in cooperation with the community. Applications will be available through the Faculty of Graduate Studies website. Recipients will be nominated by the Wanosts'a7 Scholarship Committee, which is comprised of the deans or deans' designates of the Faculties of Humanities, Social Sciences, Health Human and Social Development, Education, and Law and the Division of Continuing Studies.

WINNER MEDICAL YOUNG PIONEER IN SOCIAL INNOVATION WITH HEALTH TECHNOLOGY SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding ~~undergraduate or graduate~~ students in the ~~Faculty of Social Sciences who are citizens of Hong Kong or Mainland China and whose focus of study~~ Faculty of Health whose focus of study involves researching or developing social innovations utilizing health technology that address the global challenges of any of the 17 Sustainable Development Goals (SDGs). Preference is for students who are from Hong Kong. Further preference is for students from Macau and Mainland China, in relation to the goals of the Chinese Community Volunteers (CCV).

~~Applicants must submit the following:~~

~~1. An essay (maximum 1,000 words) describing what leadership actions they have taken to address any of the 17 Sustainable Development Goals (e.g. developing effective solutions to challenging systemic issues of inequality or injustice or demonstrating civic or community participation in serving at risk or low income communities); and how this relates to the CCV goals.~~

~~2. A letter of reference from an employer or volunteer coordinator, who is not related to the applicant, that corroborates the applicant's contributions to the work detailed in their essay.~~

~~Applications are due by March 31 to the Dean's Office, Faculty of Social Sciences. The application form will include information on the CCV. Approval of the recipients will be made by either the Senate Committee on Awards or the Faculty of Graduate Studies Graduate Awards Committee, upon the recommendation of the Faculty of Social Sciences Health.~~

ICD POLICY AND OTHER REVISIONS

C. H. DOWLING MEMORIAL AWARD* (REVISED)

A scholarship is awarded to a First Nations, Métis and/or Inuit undergraduate student ~~who is a resident of British Columbia and~~ who is entering the University of Victoria directly from a BC secondary school, college, or university. Preference will be given to a student entering the Faculty of Humanities or the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



CHRISTOPHER S. JOHNSON SCHOLARSHIP* (REVISED)

A scholarship is awarded to ~~an Indigenous~~ a First Nations, Métis and/or Inuit ~~continuing~~ undergraduate student ~~continuing~~ in the Faculty of Law. Preference is given to a student who is enrolled in the Law Centre program or has shown interest in criminal law and who has worked or is still working in ~~Indigenous~~ ~~aboriginal~~ communities or other community organizations.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

COURAGE TO PERSEVERE AWARD (REVISED)

One award of at least \$1,000 is given to a ~~an academically outstanding~~ First Nations, Métis and/or Inuit graduating undergraduate or graduate student who has overcome significant obstacles with their mental health. The award is given out in either June or November and recipients will be honoured at the Indigenous Recognition Ceremonies. ~~submits a one-page statement outlining a time where they were required to persevere. The essay may include what they learned/are learning through the experience. The essay may include what they learned/are learning through the experience or activities that the student has participated in, such as: leadership, tutoring, peer mentoring, advocacy or self-care, which demonstrate how they have achieved personal growth through their experience. Part-time students are eligible (registered in a minimum of 6.0 units for credit in two of the three terms for undergraduate students of 1.5 units per term for graduate students minimum 1.5 units per term) are eligible.~~ Students ~~apply via the Online tools, online graduate application by September 15th.~~ Approval of the graduate recipients is made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Office of Indigenous Academic and Community Engagement (IACE). Approval of the undergraduate recipients will be made by the Senate Committee on Awards upon the recommendation of the Office of Indigenous Academic and Community Engagement (IACE).

Applicants who have indicated for this award they are First Nations, Métis and/or Inuit ~~for this award~~ are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CRABTREE FAMILY ENTRANCE SCHOLARSHIP* (REVISED)

One entrance scholarship is awarded to an academically outstanding undergraduate student entering the Faculty of Law JD program. Preference will be given to a First Nations, Métis and/or Inuit ~~an Indigenous~~ student ~~born in Canada.~~



Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DR. FRANK PARNELL MEMORIAL AWARD* (Revised)

Two awards of at least \$1,000 each are given to Canadian-born Indigenous continuing First Nations, Métis and/or Inuit continuing undergraduate students entering in second or third year. Preference is for students who were born in and/or graduated from a high school (or equivalent e.g. home school, distance education etc.) in Northern British Columbia (north of latitude 53.92). Further preference is for students in the Bachelor of Commerce program at the Peter B. Gustavson School of Business. Students with a GPA of 4.0/9.0 and above are eligible. Part-time students (minimum 3.0 units per term) are eligible.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

EDNA AND JACK MARSHALL INDIGENOUS FINE ARTS SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit Indigenous entering or continuing undergraduate students entering or continuing in the Faculty of Fine Arts.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ELOISE SPITZER SCHOLARSHIP FOR INDIGENOUS WOMEN* (REVISED)

A scholarship is awarded to a First Nations, Métis and/or Inuit an Indigenous, woman continuing undergraduate woman student continuing in the Faculty of Law who has persevered through challenging circumstances. Eligible students must be in good academic standing.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



ETHEL DENT BANKS AND MARGARET MAUNSELL AWARD* (REVISED)

One or more awards are given to ~~continuing~~ undergraduate women students ~~continuing~~ in either the Department of English or the Department of Writing with demonstrated financial need. Preference will be given to ~~Indigenous~~ First Nations, Métis and/or Inuit women students.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

FACULTY OF FINE ARTS INDIGENOUS STUDENT AWARD* (REVISED)

One or more awards, of at least \$1,000 each, are given to First Nations, Métis and/or Inuit entering, ~~or continuing~~ or transferring ~~Canadian-born Indigenous~~ undergraduate students in the Faculty of Fine Arts with demonstrated financial need. ~~Incourse~~ Continuing students with a GPA of 6.0 or higher in the previous year of study are eligible for this award. ~~Entrance~~ Entering students must meet the minimum GPA requirement for an entrance scholarship.

Part-time students (registered in a minimum of 6.0 units for credit in two of the three terms) and graduating students are eligible.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

GLADYS PEARSON INDIGENOUS STUDENT SCHOLARSHIP (REVISED)

One scholarship of \$10,000 is awarded to an academically outstanding Indigenous First Nations, Métis and/or Inuit ~~transferring or continuing~~ undergraduate student ~~who is transferring into or continuing~~ in the Faculty of Education. Preference will be given to students entering third or fourth year. Further preference will be given to a student conducting research related to community engagement, community development and/or social innovation. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

INDIGENOUS LAW STUDENT AWARD (REVISED)

One or more awards of at least \$5,000 each are given to ~~continuing~~ First Nations, Métis and/or Inuit ~~continuing~~ undergraduate ~~Canadian-born Indigenous~~ students in the Faculty of Law JD/JID program who do not otherwise have full funding through UVic scholarships and awards for their tuition and fees. Preference will be given to applicants with demonstrated financial need.



Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JANET PERSON LEGACY AWARD* (REVISED)

One or more awards of at least \$2,000 each are given to ~~undergraduate students~~ entering or continuing undergraduate students in the JD/JID program or to ~~Indigenous First Nations, Métis and/or Inuit students~~ entering or continuing undergraduate students in the JD program of the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Preference will be given to students who have lived in Haida Gwaii or Northern BC (the region located in the northern part of the province, between the Yukon and the Northwest Territories in the Canadian North, and the Cariboo and Chilcotin in the interior of BC). Approval of the recipient(s) will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

J. PROSPERO SCHOLARSHIP FOR SUSTAINABLE MINING (REVISED)

A scholarship of \$1,000 is awarded to an academically outstanding third or fourth-year woman undergraduate student ~~entering third or fourth year~~ in either the Department of Economics, School of Environmental Studies, the Department of Geography, the Department of Anthropology or the Department of Political Science. Preference is for students whose academic research (Honours Thesis/JCURA under the guidance of a faculty member) could have application to the improvement of the environmental and social performance of the mining industry. Further preference is given to ~~Indigenous First Nations, Métis and/or Inuit women~~ Indigenous First Nations, Métis and/or Inuit students and ~~people of Colour~~.

Approval of the recipients will be made by the Senate Committee on Awards based on the recommendation of the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



KHOWUTZUN FORESTRY AWARD IN ENVIRONMENTAL STUDIES (REVISED)

An award of \$2,000 is given to ~~an~~ a continuing or transferring undergraduate student ~~continuing or transferring into~~ in the School of Environmental Studies. First preference will be given to a ~~Canadian-born Indigenous First Nations, Métis and/or Inuit~~ student and second preference to a student with demonstrated financial need. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the School of Environmental Studies.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LAW FOUNDATION OF BRITISH COLUMBIA DIVERSITY ACCESS GRANTS* (REVISED)

One or more grants are awarded to promote more equitable access to legal education and alleviate economic disadvantage and in furtherance of that purpose, The Law Foundation of British Columbia Diversity Access Grants will be awarded to help meet the extraordinary or emergency needs or expenses of undergraduate law students in financial need, and in particular those students in the following categories: students with ~~physical, mental or learning disabilities visible and/or invisible (physical and/or mental) disabilities; Indigenous First Nations, Métis and/or Inuit~~ students; students with family care responsibilities; and students from disadvantaged socio-economic backgrounds. These ~~G~~ grants are separate from and supplementary to the Faculties Bursary Program, and will be paid directly to the recipients.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LIFE IN LAW DIVERSITY AWARD (REVISED)

One award of \$1,000 is to be given to ~~an undergraduate BIPOC (Black, Indigenous First Nations, Métis and/or Inuit, Person of Colour) woman entering undergraduate woman~~ student ~~who is a Canadian citizen or permanent resident entering~~ in the Faculty of Law. Applicants will be considered based on their Law admissions application.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARIANNE JOHNSON SCHOLARSHIP IN EDUCATION* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate students who are pursuing a Bachelor of Education degree.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit ~~for this award~~ are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARILYN (LESLIE) KAN AND JOHN Y.H. KAN AWARD* (REVISED)

One or more awards are given to entering undergraduate students who ~~self-identify as Black, Indigenous or a Person of Colour and who~~ have demonstrated financial need, and are members of groups with historical and/or current barriers to equity, including, but not limited to:

- First Nations, Métis and/or Inuit students;

- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs or place of origin.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARILYN (LESLIE) KAN AND JOHN Y.H. KAN AWARD FOR INDIGENOUS STUDENTS* (REVISED)

An award is given to a First Nations, Métis and/or Inuit ~~an~~ entering undergraduate ~~Indigenous~~ student entering at the University of Victoria who has demonstrated financial need and who has a dependent child/children living at home. Students who have been out of high school for more than two years, are not transferring directly from a post-secondary institution or are mature students are eligible for this scholarship.

To be automatically renewed a student must have completed a total of 12 or more academic units in any two terms of study between May and April and maintained a grade point average of 5.00/9.00 or higher on the best 12 units. The award is automatically renewed for each year of a student's full time study until the completion of a first degree or for a maximum of three years, whichever is the shorter period. A student whose grade point average falls below 5.00/9.00 may file a written appeal with the Senate Committee on Awards to seek special consideration for renewal of the award.

Students registered in a co-op or work experience work-term will automatically be renewed when they next complete 12 or more academic units in two terms, provided they have a grade point average of 5.00/9.00 or higher in the two terms. Any student who takes neither a co-op, work experience work-term, nor academic units for more than one term may forfeit their scholarship award.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



MARILYN (LESLIE) KAN AND JOHN Y.H. KAN AWARD FOR UNDERGRADUATE INDIGENOUS LAW STUDENTS* (REVISED)

An award is given to ~~an~~ a First Nations, Métis and/or Inuit entering or continuing undergraduate ~~Canadian-born Indigenous~~ student ~~entering or continuing~~ in the JD/JID program who has demonstrated financial need and who has a dependent child/children living at home. Approval of the recipient will be made by the Senate Committee on Awards upon the ~~nomination~~ recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARY NAIDU ENTRANCE SCHOLARSHIP FOR INDIGENOUS STUDENTS* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit entering or transferring undergraduate ~~Indigenous~~ students ~~entering or transferring into~~ in the Faculty of Humanities. ~~Eligible students must be Canadian citizens or permanent residents of Canada.~~ Part-time students (minimum of 4.5 units per term) are eligible.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MICROSERVE SCHOLARSHIP IN BUSINESS MANAGEMENT INFORMATION SYSTEMS* (REVISED)

~~One~~ Two awards of at least \$1,000 ~~each~~ are is given to ~~an~~ undergraduate students, with one award given to a student enrolled in ~~either~~ the Bachelor of Commerce program ~~or~~ and one award given to a student enrolled in the Department of Computer Science.

Applicants must submit a personal statement (maximum 500 words) that speaks to their passion for Information Systems and/or Management and Technology, strong work ethic, a positive attitude and being an exemplary team player. Additionally, applicants should outline any personal and/or financial challenges and how they overcame or are currently overcoming them.

Preference will be given to students with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous peoples;~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally);
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

~~The award will rotate between the School of Business and the Department of Computer Science, starting with Computer Science. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of either the Peter B. Gustavson School of Business or and the Department of Computer Science.~~

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MT + CO. LEONARD GEORGE MEMORIAL INDIGENOUS LAW SCHOLAR AWARD* (REVISED)

One or more awards of at least \$5,000 are given to entering or continuing undergraduate students ~~entering or continuing~~ in the JD/JID program or to Indigenous First Nations, Métis and/or Inuit students enrolling in the JD program of the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Approval of the recipients will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ONE HEART FOR RECONCILIATION AWARD* (REVISED)

One or more ~~entrance~~ awards are given to Indigenous First Nations, Métis and/or Inuit entering undergraduate students in the Faculty of Law who identify as women, non-binary or Two-Spirit people and who intend to support the work of reconciliation through their studies and the practice of law. Students must submit a letter of application (maximum one page) to the Law Admissions Officer by June 15 demonstrating how they intend to support the work of reconciliation. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

PHIL PETERSEN SCHOLARSHIP IN SOCIAL WORK (REVISED)

A scholarship of \$500 is awarded to an academically outstanding First Nations, Métis and/or Inuit ~~3rd or 4th~~ third or fourth year undergraduate ~~Indigenous~~ student in the School of Social Work. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the School of Social Work.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

R. J. MCMASTER BURSARY AWARD (REVISED)

One bursary of \$600 award of at least \$1,000 is given to a continuing First Nations, Métis and/or Inuit is awarded to 1st, 2nd, or 3rd year undergraduate student in the Faculty of Law. Preference will be given to Aboriginal Canadian students. Preference is for a student with demonstrated financial need.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

RALSTON S ALEXANDER, K.C. MEMORIAL AWARD* (REVISED)

One or more awards are given to ~~Indigenous~~ First Nations, Métis and/or Inuit continuing undergraduate students continuing in the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution and compassion in areas of life such as community service, family care or disability. Preference will be given to students who have financial need and/or who face visible and/or invisible obstacles such as mental illness; racial, cultural or gender discrimination; or physical and/or learning disabilities. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit for this award are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SALISH WEAVE INDIGENOUS LEGAL SCHOLAR AWARD* (REVISED)

One award of at least \$5,000 is given to a ~~Canadian-born~~ First Nations, Métis and/or Inuit entering or continuing undergraduate Indigenous student entering or continuing in the Faculty of Law's JD/JID program. Preference will be given to a student who is from Coast Salish First Nations. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



SALISH WEAVE VISUAL ARTS AWARD (REVISED)

One award of at least \$5,000 is given to a First Nations, Métis and/or Inuit Canadian-born entering or continuing undergraduate ~~Indigenous~~ student ~~entering or continuing~~ in the Department of Visual Arts. Preference will be given to a student who is from Coast Salish First Nations.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Department of Visual Arts.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SCOTIABANK PROGRAM FOR LAW STUDENTS SCHOLARSHIP (REVISED)

One scholarship ~~valued at of~~ \$10,000 ~~will be~~ is awarded to a full-time (minimum 12 units) entering undergraduate student entering in the Faculty of Law who self-identifies as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit, or a Person of Colour (~~BIPOC~~) with demonstrated work or voluntary experience supporting BIPOC, marginalized or disadvantaged groups, and who intends on having a further positive impact by combatting racism and furthering inclusivity. Students must submit a letter (maximum 350 words) self-identifying as a Black, ~~Indigenous~~ First Nations, Métis and/or Inuit, or a Person of Colour and describe their work, volunteer experience and/or community involvement to the Law Admissions Officer no later than June 15th. Please note: This letter is separate from the Law admissions application.

The scholarship may be renewed for the student's second and third year of the JD degree, or for the second, third and fourth year of the JD/JID program, for a value of \$10,000 each year. To be automatically renewed a student must pass the academic year by the university standards. Students registered in a co-op or work experience work term will automatically be renewed when they next complete 12 or more academic units in two terms, provided they remain in good academic standing. Any student not doing either a co-op, work experience work-term, or academic units for more than one term may forfeit their scholarship.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



SMONEĆ NATURAL SCIENCES SCHOLARSHIP FOR GRADUATE STUDENTS (REVISED)

A scholarship of \$2,000 is awarded to an academically outstanding graduate student in the Faculty of Science. Preference will be given to a First Nations, Métis and/or Inuit an Indigenous student from nations whose territory is fully or in part located within the borders of Canada. Students may receive this award more than once. Approval of the recipient will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Faculty of Science.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SYLVIA BROWN LAW ENTRANCE SCHOLARSHIP* (REVISED)

A scholarship is awarded to a First Nations, Métis and/or Inuit undergraduate entering an Aboriginal student entering in the Faculty of Law. Preference will be given to a student who is a member of from the Heiltsuk, Kitasoo or Nuxalk €Communities. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TED AND HELEN HUGHES ENTRANCE AWARD* (REVISED)

One or more awards will be given to full-time or part-time (minimum 9.0 units in two of the three terms) entering undergraduate students entering in the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Preference will be given to an Indigenous a First Nations, Métis and/or Inuit students. Selection Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

THUNDERCAT AWARD (REVISED)

One or more awards are given to undergraduate students entering either the Faculty of Science or the Faculty of Engineering and Computer Science. Preference will be given in the following priority:

1. Students who self-identify as Black, First Nations, Métis and/or Inuit or a Person of Colour (BIPOC)
2. Students with demonstrated financial need

Disbursal of the awards will alternate years between the Faculty of Science and the Faculty of Engineering and Computer Science. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of either the Faculty of Science or the Faculty of Engineering and Computer Science

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TOLMIE-WOOD SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate Indigenous students. At least one scholarship will be a minimum of \$1,000. Students must complete the online application which is available ~~April 1 to May 31~~ February 15 to April 30 each year and submit a letter (maximum 350 words) outlining their paid or volunteer contributions to their community. The contribution can include artistic and cultural work.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Office of Indigenous Academic and Community Engagement.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TRU COOPERATIVE BANK INDIGENOUS SCHOLARSHIP (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit Indigenous entering or continuing undergraduate students ~~entering or continuing~~ in the Bachelor of Commerce program in the Peter B. Gustavson School of Business. Part-time students (minimum 6.0 units for credit in two of the three terms) and graduating students are eligible for this scholarship. ~~Selection~~ Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

UVIC UNDERGRADUATE INDIGENOUS AWARD SCHOLARSHIP* (REVISED)

One or more ~~awards-scholarships~~ of at least \$1,000 each are ~~given~~ awarded to academically outstanding Indigenous First Nations, Métis and/or Inuit entering or transferring undergraduate students ~~entering or transferring to the University of Victoria.~~

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

THE VISCA/DAIS/VISCA-VISCA INDIGENOUS LAW REJUVENATION AWARD SCHOLARSHIP IN PUBLIC LAW/LEGAL STUDIES (REVISED)

An award is given to a First Nations, Métis and/or Inuit continuing undergraduate student in the Faculty of Law with demonstrated academic ability. Preference is given to a student with demonstrated financial need. Approval of the recipient will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

~~One or more scholarships are awarded to academically outstanding undergraduate students entering third or fourth year in the Faculty of Social Sciences who intend to pursue a degree in Law. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Social Sciences.~~

~~Preference will be given in the following priority:~~

- ~~1. Students who have written the LSAT~~
- ~~2. Students who are taking common pre-law majors such as Political Science, Economics, or Psychology~~
- ~~3. Students who intend to apply to UVic Law School~~

~~Applicants must submit the following:~~

- ~~1. A cover letter (maximum 250 words) explaining why the student is interested in pursuing a degree in law~~
- ~~2. A list of Law schools to which they intend to apply~~
- ~~3. A research paper (maximum 2,000 words) examining a current challenge faced by the federal government in responding to a demand for change in the law to reflect current social, political and/or legal pressures. The recipient will demonstrate an understanding of limits within which the executive, legislative and judicial branches operate and be able to articulate the importance of the rule of law in the Canadian system of justice, for example:
 - ~~i. "dialogue" between the legislative and executive branches of government and the judiciary,~~
 - ~~ii. threats to the rule of law,~~
 - ~~iii. treaty making and challenges to state sovereignty (can be international trade treaties or aboriginal treaties);~~
 - ~~iv. demand for alternative criminal justice tribunals for addressing needs of disadvantaged communities as was done with aboriginal defendants with the creation of the Gladue court~~~~

~~*The student may submit a class paper~~



WATT CONSULTING GROUP 40TH ANNIVERSARY AWARD* (REVISED)

One or more awards are given to continuing undergraduate students in the Faculty of Engineering and Computer Science who have an interest in studying transportation engineering. Preference is for students who are members of groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous peoples~~ Indigenous Students (inclusive of all Indigenous Peoples locally and globally);
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Further preference is for students with demonstrated financial need.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Applicants, candidates or nominees for this award who have indicated they are Indigenous Students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

Y.P. HEUNG FOUNDATION POST-SECONDARY SCHOLARSHIP (REVISED)

Five scholarships of \$5,000 each are awarded to academically outstanding entering undergraduate students entering in the Faculty of Science, the Faculty of Humanities or the Faculty of Social Sciences at the University of Victoria who are Canadian citizens or permanent residents. Preference is given to students who demonstrate financial need and/or are actively involved in community service. Applicants wanting to demonstrate community involvement must submit a letter of support (max 350 words) outlining their community service from a community group or a secondary school teacher or adviser. Preference is for at least one recipient to be a ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit student.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ICD – FIRST NATIONS, MÉTIS AND/OR INUIT

ALAN STEVEN JOHN AWARD IN VISUAL ARTS (REVISED)

Three renewable awards of \$9,000 each per year are given to undergraduate students continuing or transferring into second or third year in the Department of Visual Arts with a minimum GPA of 4.0/9.0 and who:



- have demonstrated financial need
- are Canadian citizens, and
- graduated from a high school in BC.

Preference is for students with an interest in painting or sculpture and who are under 30 years of age when entering second year. A further preference is for at least one recipient to be a ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit student.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Department of Visual Arts.

To be automatically renewed a student must have completed a total of 12 or more academic units in any two terms of study between May and April and maintained a grade point average of 4.0/9.0 or higher on the best 12.0 units. The scholarship award is automatically renewed for each year of a student's full time study until the completion of a first degree or for a maximum of two years, whichever is the shorter period. A student whose grade point average falls below 4.0/9.0 may file a written appeal with the Senate Committee on Awards to seek special consideration for renewal of the award.

Students registered in a co-op or work experience work-term will automatically be renewed when they next complete 12.0 or more academic units in two terms, provided they have a grade point average of 4.0/9.0 or higher in the two terms. Any student who takes neither a co-op, work experience work-term, nor 80% of a full course load for more than one term may forfeit their award.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ALLAN AND ROSAMUND RUSSELL AWARD IN CIVIL ENGINEERING (REVISED)

One or more awards are given to undergraduate students in the Department of Civil Engineering who have demonstrated financial need and are members of groups with historical and/or current barriers to equity, including, but not limited to:

- First Nations, Métis and/or Inuit students ~~Inuit and Métis and peoples;~~
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Department of Civil Engineering.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ALLISON OSLER ENTRANCE SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding Indigenous First Nations, Métis and/or Inuit undergraduate women students entering the Faculty of Law. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ARBUTUS LAW GROUP AWARD (REVISED)

One award of \$2,500 is given to a ~~Canadian-born~~ Indigenous First Nations, Métis and/or Inuit continuing undergraduate student in the Faculty of Law who has demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Preference is given to students with demonstrated financial need.

Approval of the recipients will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

C.T.W. MEMORIAL FELLOWSHIP FOR INDIGENOUS STUDENTS* (REVISED)

A fellowship is awarded to a First Nations, Métis and/or Inuit graduate Indigenous student enrolled in a PhD Program in the Faculty of Health. Preference will be given to students who have some leadership experience. Consideration should be given to the candidate's cultural background and the impact this may have had on their academic endeavours.

The recipient may receive this award for a three-year period. Approval of the recipient will be made by the Faculty of Graduate Studies, Graduate Awards Committee upon the recommendation of the Faculty of Health.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



CAROLYN E. & ROBERT J. MCCORMICK INDIGENOUS ENTRANCE SCHOLARSHIP (REVISED)

One or more scholarships of at least \$12,500 each are awarded to academically outstanding ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students entering the Faculty of Law J.D./J.I.D. program. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CAROLYN E. & ROBERT J. MCCORMICK INDIGENOUS GRADUATE SCHOLARSHIP (REVISED)

One or more scholarships, of at least \$15,250 each, are awarded to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit graduate students in the Faculty of Law.

Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CFUW VICTORIA DOREEN SUTHERLAND INDIGENOUS SCHOLARSHIP IN THE FACULTY OF HEALTH* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate ~~Indigenous~~ women students in the Faculty of Health.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CFUW VICTORIA DOREEN SUTHERLAND SCHOLARSHIP IN THE SCHOOL OF EPHE* (REVISED)

Two or more scholarships are awarded to academically outstanding undergraduate women students in the School of Exercise Science, Physical & Health Education, with preference given to ~~an Indigenous~~ a First Nations, Métis and/or Inuit student for one of the awards. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the School of Exercise Science, Physical & Health Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



CHIEF MICHAEL A. UNDERWOOD MEMORIAL SCHOLARSHIP* (REVISED)

A scholarship is awarded to ~~an Indigenous~~ a First Nations, Métis and/or Inuit undergraduate student continuing in the Faculty of Law who has contributed to the life of the Faculty of Law and Indigenous community.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CHRISTINE WELSH SCHOLARSHIP* (Revised)

One or more scholarships of at least \$1,000 each are awarded to academically outstanding ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students entering third or fourth year with a declared major in Gender Studies. Part-time students (minimum 6.0 units for credit in two of the three terms) are eligible for this scholarship.

Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Department of Gender Studies.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

CPA EDUCATION FOUNDATION DIVERSITY AWARD* (REVISED)

One award of \$2,500 is given to an undergraduate student enrolled in the Bachelor of Commerce program in the Peter B. Gustavson School of Business who demonstrates financial need and who intends to take the CPA exam. First preference is for ~~Indigenous~~ First Nations, Métis and/or Inuit students. Second preference is for members of other groups with historical and/or current barriers to equity, including, but not limited to:

- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



DEAN OF SCIENCE ENTRANCE SCHOLARSHIP FOR INDIGENOUS STUDENTS* (REVISED)

One or more scholarships are awarded to academically outstanding Indigenous First Nations, Métis and/or Inuit undergraduate students entering the Faculty of Science directly from a Canadian secondary school.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DEAN'S AWARD FOR INDIGENOUS GRADUATE STUDENTS (REVISED)

The Faculty of Graduate Studies Dean's Award for Indigenous First Nations, Métis and/or Inuit Graduate Students is an award to recognize and support academic excellence. The Office of Indigenous Academic and Community Engagement and the Faculty of Graduate Studies have collaborated in the development of these awards valued at \$6,000 or \$15,000 for Indigenous students valued at \$6,000 or \$15,000.

~~Student Eligible Eligibility~~ Criteria:

Students must:

- Be Canadian ~~Aboriginal~~ (First Nations, Métis and/or Inuit) ~~student~~
- Be registered in full-time graduate studies at the Master's or Doctoral level during the entire 12 months of the award term (September to August)
- Have a ~~first-class second-class average (7.0/A or higher)~~ for new students; GPA is based on the last 30 units of completed study; or a minimum 6.0/9.0 GPA for current students. GPA is based on completed courses in their current graduate degree program.

Students must submit:

- ~~A signed letter (preferably on nation's letterhead) attesting to membership in an Indigenous First Nations, Métis and/or Inuit nation. The signatory of the letter should also note their relationship with the student.~~
- A signed letter from the student's department Chair or Graduate Advisor outlining their academic achievements (on department letterhead).
- A signed recommendation letter from the student's Graduate Committee Supervisor or UVic instructor.

Students apply via the online graduate scholarship application between July 1st and September 15th.

Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Office of Indigenous Academic and Community Engagement.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DR. JACK AND VERA MILLER INDIGENOUS ATHLETICS AWARD* (REVISED)

One award of \$1,200 is given to a ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate or graduate student who competes on any Vikes Varsity team at the University of Victoria. Eligible students must meet all U SPORTS eligibility requirements. Award recipients will be ~~selected~~ nominated on the basis of work ethic, commitment and performance criteria by the ~~Senior Director of Athletics and Recreation and the Director, of Varsity Performance Sport in consultation with the varsity Head Coaches.~~

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DR. CHARLOTTE LOPPIE AWARD* (REVISED)

One or more awards are given to ~~Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the School of Public Health and Social Policy who demonstrate financial need, with preference given to mature (23 years or older) ~~Indigenous~~ First Nations, Métis and/or Inuit women students. Part-time students (registered in a minimum of 6.0 units for credit in two of the three terms) are eligible. Approval of the recipient(s) is made by the Senate Committee on Awards upon the recommendation of the School of Public Health and Social Policy.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

EDWARDS, KENNY AND BRAY AWARD FOR BIPOC STUDENTS IN LAW (REVISED)

One or more awards are given to Black, First Nations, Métis and/or Inuit or Persons of Colour entering undergraduate students in entering the Faculty of Law. ~~who identify as Black, Indigenous or a Person of Colour.~~

Approval of the recipient is made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



ENBRIDGE SCHOLARSHIP IN ENGINEERING AND COMPUTER SCIENCE (REVISED)

Ten scholarships of \$1,000 each are awarded to academically outstanding undergraduate students continuing in the Faculty of Engineering and Computer Science who identify as Black, Indigenous First Nations, Métis and/or Inuit or People of Colour. Preference must be given to a women student for at least half of these scholarships.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ENBRIDGE TRAVEL AWARD FOR ENGINEERING AND COMPUTER SCIENCE STUDENTS (REVISED)

One or more awards of \$1,500 each are given to undergraduate students in the Faculty of Engineering and Computer Science to assist with relocation costs associated with undertaking a co-op work term anywhere in Canada excluding the Capital Regional District (CRD). Preference is for students who identify as women, Black, Indigenous First Nations, Métis and/or Inuit or People of Colour. Approval of the recipients is made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

CRD municipalities: Victoria, Oak Bay, Saanich, Central Saanich, North Saanich, Sooke, Highlands, Metchosin, Colwood, Langford, Esquimalt, Sidney, View Royal and the electoral areas of Juan de Fuca, Salt Spring Island and the Southern Gulf Islands.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

FASKEN INDIGENOUS ENTRANCE SCHOLARSHIP (REVISED)

A scholarship of \$2,500 is awarded to a First Nations, Métis and/or Inuit student entering the JD program who ~~self-identifies as Indigenous and~~ has demonstrated community involvement. Preference will be given to a student with high academic achievement.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

GRADUATE ECONOMICS SCHOLARSHIP FOR WOMEN (REVISED)

Two scholarships of \$5,000 each are awarded to academically outstanding graduate women students who are entering their first year of a Masters or PhD program in the Department of Economics, and who are Canadian citizens or permanent residents.



Preference will be given to students with financial need. Further preference is given to Indigenous First Nations, Métis and/or Inuit students. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Department of Economics.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit for this award are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

GREATER VICTORIA CHAMBER 1863 IMPACT AWARD* (REVISED)

One or more awards of \$2,000 each are given to undergraduate students entering the University of Victoria from a Canadian secondary school, college or university who has demonstrated financial need. Preference will be given in the following priority:

1. Student(s) who are dependants of members of The Greater Victoria Chamber of Commerce
2. Student(s) who self-identify as members of groups with historical and/or current barriers to equity, including, but not limited to:
 - ~~Canadian-born First Nations, Métis and Inuit peoples, and all other Canadian-born Indigenous peoples~~ First Nations, Métis and/or Inuit students;
 - members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
 - persons with visible and/or invisible (physical and/or mental) disabilities; and
 - persons of marginalized sexual orientations, gender identities, and gender expressions.
3. Students who demonstrate financial need.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

GREGORY AND VICTORIA SPIEVAK GRADUATE SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding Masters or PhD students in the ~~Faculty~~ School of Business, the Faculties of Social Sciences, Law, Engineering and Computer Science, Humanities or Health whose research area focuses on the social, policy and/or ethical implications of digital technologies. Examples of digital technologies include, but are not limited to, the Internet of Things, artificial intelligence, video/audio surveillance, blockchain technology, online digital advertising, identification/authentication technologies, or electronic health records.

Preference will be given to those students working on issues of privacy and security. Further preference will be given to 1. Students who are First Nations, Métis and/or Inuit Indigenous persons and 2. Women students.



Recipients must have completed all required courses for their degree and have had their research proposal approved by their supervisor. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon recommendations from the School of Business and the ~~Faculty~~ Faculties of Social Sciences, Law, Engineering and Computer Science, Humanities and or Health.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

HARRIS & CO DIVERSITY ENTRANCE AWARD (REVISED)

One award of \$2,500 will be given to an undergraduate student entering the Faculty of Law who self-identifies as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit or a Person of Colour. Preference will be given to a student who has demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

HART WILL GRADUATE FELLOWSHIP IN INDIGENOUS GOVERNANCE & LEADERSHIP* (REVISED)

One or more fellowships are awarded to academically outstanding ~~Indigenous~~ First Nations, Métis and/or Inuit graduate students in the School of Indigenous Governance. Approval of the recipient(s) will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Indigenous Governance.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

HILDER SCHOOL OF MUSIC AWARD* (REVISED)

One or more awards are given to undergraduate students entering or continuing in the School of Music who identify as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit, or People of Colour and who have demonstrated financial need. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the nomination of the School of Music.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

INDIGENOUS PERSPECTIVES CAMP 25TH ANNIVERSARY AWARD* (REVISED)

One or more awards of \$1,000 each are given to Indigenous First Nations, Métis and/or Inuit undergraduate students entering or continuing in the Faculty of Law who are from one of the communities where the Indigenous Perspectives Camp (IPC) (formerly Aboriginal Awareness Camp) has taken place.

If no one is eligible then the award is given to a continuing student, with first preference for Indigenous First Nations, Métis and/or Inuit students who have participated in IPC and second preference to non-Indigenous students who have participated in IPC.

Part-time students (minimum 3.0 units per term) are eligible for this award. Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JACK HOWARD JACKSON MEMORIAL AWARD (REVISED)

One or more awards are given to First Nations, Métis and/or Inuit entering, continuing or transferring undergraduate ~~Indigenous~~ students ~~with Canadian citizenship~~ who have demonstrated financial need and who are enrolled in any of the following: the Faculty of Science, Faculty of Engineering & Computer Science, School of Nursing, School of Health Information Science or the Department of Psychology.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JEAN TUTCHO INDIGENOUS UNDERGRADUATE AWARD IN VISUAL ARTS* (REVISED)

One or more awards are given to First Nations, Métis and/or Inuit entering, continuing or transferring ~~Indigenous~~ undergraduate students in the Department of Visual Arts. Preference will be given to students in the following order:

1. students who have experience working with wood material in an Indigenous context (for example carving, construction or expanded material examinations),
2. students from Northwest Territories,
3. entering students.



Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Department of Visual Arts.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific First Nations, Métis and/or Inuit awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JFK LAW LLP INDIGENOUS LEGAL ORDERS SCHOLARSHIP (REVISED)

A scholarship of at least \$5,000 is awarded to an academically outstanding ~~Canadian-born~~ Indigenous First Nations, Métis and/or Inuit undergraduate student entering the Faculty of Law joint JD/JID degree program. Approval of the recipient will be made by the Senate Committee on Awards ~~on~~ upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JIM OUNSWORTH UNDERGRADUATE AWARD FOR INDIGENOUS PART-TIME STUDENTS (REVISED-UG)

Two awards payable at \$5,000 per year up to a maximum of \$35,000, are given to ~~Canadian-born~~ Indigenous First Nations, Métis and/or Inuit part-time (registered in a minimum of 6.0 graded units in two terms of study) entering, transferring, or continuing undergraduate students, with preference for students with demonstrated financial need. Applicants must submit a letter (maximum 400 words) reflecting on how they see post-secondary education empowering them to help their community and others.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Office of Indigenous Academic and Community Engagement (IACE).

To be automatically renewed a student must have completed a minimum of 6.0 or more graded units in any two terms of study between May and April and maintained a GPA of 5.0/9.0 or higher. The award is automatically renewed for each year of the student's study until completion of a first undergraduate degree or for a maximum of six years, whichever is the shorter period.

Students registered in a co-op or work experience work term will automatically be renewed when they next complete a minimum of 6.0 or more graded units in two terms, provided they have maintained a GPA of a minimum of 5.0/9.0. Any student who takes neither a co-op, work experience work term, nor academic units for more than one term may forfeit renewal of their award.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JIM OUNSWORTH UNDERGRADUATE AWARD FOR INDIGENOUS STUDENTS (REVISED)

Six awards of \$40,000, payable at \$10,000 per year, are given to ~~Canadian-born Indigenous to~~ First Nations, Métis and/or Inuit undergraduate students entering the University of Victoria, with preference for students with demonstrated financial need. Applicants must submit a letter (maximum 400 words) reflecting on how they see post-secondary education empowering them to help others and their community.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Office of Indigenous Academic and Community Engagement (IACE).

To be automatically renewed a student must have completed a total of 12.0 or more graded units in any two terms of study between May and April and maintained a GPA of 5.0/9.0 or higher. The award is automatically renewed for each year of the student's study until completion of a first undergraduate degree or for a maximum of three years, whichever is the shorter period.

Students registered in a co-op or work experience work term will automatically be renewed when they next complete 12.0 or more graded units in two terms, provided they have maintained a GPA of a minimum of 5.0/9.0. Any student who takes neither a co-op, work experience work term, nor academic units for more than one term may forfeit their award.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JOHN AND ANN MCLAREN AWARD* (REVISED)

One award of at least \$1,000 will be given to a continuing undergraduate student in the Faculty of Law who has demonstrated academic ability and a commitment to social justice activity and advocacy. Preference will be given to a student who identifies as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit or a Person of Colour. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



JOHN MICHAEL BROWNUTT SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate ~~Indigenous (First Nation Status, Non-Status, Inuit or Métis)~~ students at the University of Victoria. Students must have demonstrated community involvement. Applications may be made on-line through Student Awards & Financial Aid.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JOSEPH ARVAY SOCIAL JUSTICE AWARD* (REVISED)

One or more awards of at least \$1,000 each are given to ~~Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the Faculty of Law with demonstrated commitment to equality and human rights.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JOYCE FAMILY FOUNDATION AWARD* (REVISED)

One or more awards of at least \$5,000 each and not more than \$8,000 each are given to undergraduate students entering UVic and who:

- are Canadian citizens or permanent residents,
- have lived in B.C. for at least 3 years,
- have graduated from a BC high school within the last two years
- have demonstrated financial need,
- submit a letter of reference (max 350 words) from an individual not related to the applicant who can speak to their resilience and potential for success in their post secondary studies,
- are committed to working with a mentor during the time they are a student at UVic.

At least one recipient each year will be ~~an Indigenous~~ a First Nations, Métis and/or Inuit student.

Preference will be given to students who do not receive funding from any outside institution or organization.

To be automatically renewed a student must have completed a total of 12.0 or more graded units in any two terms of study between May and April and maintained a GPA of 3.0/9.0 or higher and be working with a mentor. The award is automatically renewed for each year of



the student's study until completion of a first undergraduate degree or for a maximum of three years, whichever is the shorter period.

Students registered in a co-op or work experience work term will automatically be renewed when they next complete 12.0 or more graded units in two terms, provided they have maintained a GPA of a minimum of 3.0/9.0. Any student who takes neither a co-op, work experience work term, nor academic units for more than one term may forfeit their award.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LANGFORD-SEABORNE AWARD FOR INDIGENOUS STUDENTS IN HUMANITIES* (REVISED)

One or more awards are given to First Nations, Métis and/or Inuit undergraduate Indigenous students entering second or third year in the Faculty of Humanities who have a minimum 4.0/9.0 GPA and also have demonstrated financial need. Part-time students (minimum 6.0 units in two terms) are eligible. Preference is for students from Vancouver Island.

To be automatically renewed a student must have completed a minimum of 6.0 or more graded units in any two terms of study between May and April and maintained a GPA of 4.0/9.0 or higher. Should a student take more than 6.0 units over the two terms, all units will be assessed for renewal purposes. The award is automatically renewed for each year of the student's study in the Faculty of Humanities until completion of a first undergraduate degree or for a maximum of two years, whichever is the shorter period.

Students registered in a co-op or work experience work term will automatically be renewed when they next complete 6.0 or more graded units in two terms, provided they have maintained a GPA of a minimum of 4.0. Any student who takes neither a co-op, work experience work term, nor academic units for more than one term may forfeit their award.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LANGFORD-SEABORNE AWARD FOR INDIGENOUS STUDENTS IN SOCIAL SCIENCES* (REVISED)

One or more awards are given to First Nations, Métis and/or Inuit undergraduate Indigenous students entering second or third year in the Faculty of Social Sciences who have a minimum 4.0 GPA and also have demonstrated financial need. Part-time students (minimum 6.0 units in two terms) are eligible. Preference is for students from Vancouver Island.

To be automatically renewed a student must have completed a minimum of 6.0 or more graded units in any two terms of study between May and April and maintained a GPA of 4.0/9.0 or higher. Should a student take more than 6.0 units over the two terms, all units will



be assessed for renewal purposes. The award is automatically renewed for each year of the student's study in the Faculty of Social Sciences until completion of a first undergraduate degree or for a maximum of two years, whichever is the shorter period.

Students registered in a co-op or work experience work term will automatically be renewed when they next complete 6.0 or more graded units in two terms, provided they have maintained a GPA of a minimum of 4.0. Any student who takes neither a co-op, work experience work term, nor academic units for more than one term may forfeit their award.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LE, NONET BURSARY (REVISED)

LE, NONET bursaries are awarded annually to Indigenous First Nations, Métis and/or Inuit students who demonstrate financial need. Any Indigenous First Nations, Métis and/or Inuit full-time undergraduate student who is in good academic standing (GPA of 2.0 or higher) at the University of Victoria is eligible to apply for a bursary of up to \$3,000 annually. Applications are available to students in August/September and April/May. For more information, please contact lenonet@uvic.ca.

Emergency bursaries are also available.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LORETTA WARNSBY MEMORIAL AWARD IN LAW* (REVISED)

An award is given to a ~~Canadian-born~~ Indigenous First Nations, Métis and/or Inuit undergraduate student with a learning disability in the JD or JD/JID program in the Faculty of Law. Preference is for a student with demonstrated financial need. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MANDELL PINDER LLP INDIGENOUS LAW SCHOLAR AWARD (REVISED)

One or more awards of at least \$5,000 are given to undergraduate students entering or continuing in the JD/JID program or to Indigenous First Nations, Métis and/or Inuit students enrolling in the JD program of the Faculty of Law who have demonstrated academic ability



together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Approval of the recipients will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MARK KRASNICK LEADERSHIP AWARD* (REVISED)

One or more awards are given to third or fourth year ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the Faculty of Health, the Faculty of Law or the Peter B. Gustavson School of Business, who demonstrate leadership in an Indigenous community or within the Faculty. Preference will be given to a candidate whose primary residence is in British Columbia.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MINA HOORFAR AWARD FOR INDIGENOUS STUDENTS IN ENGINEERING AND COMPUTER SCIENCE* (REVISED)

One award of \$1,000 is given to an ~~an~~ First Nations, Métis and/or Inuit entering, transferring or continuing ~~Indigenous~~ undergraduate student in the Faculty of Engineering and Computer Science. Part time students (registered in a minimum of 6.0 units for credit in two of the three terms) are eligible.

Applicants must submit a letter (max 400 words) reflecting on:

- how they see their degree empowering them to help others and their community and,
- how a degree in engineering and computer science will help solve or contribute to solving global challenges

Approval of the recipient is made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



MOSAIC FOREST MANAGEMENT AWARD IN INDIGENOUS LANGUAGE REVITALIZATION* (REVISED)

One award of \$1,000 is given to ~~an Indigenous~~ a First Nations, Métis and/or Inuit undergraduate student in the Faculty of Education enrolled in the Certificate in Indigenous Language Proficiency (CILP), the Diploma in Indigenous Language Revitalization (DILR), the Bachelor of Arts in Indigenous Language Proficiency or the Bachelor of Education in Indigenous Language Revitalization (BEd ILR) who is developing their own language proficiency and has a strong record of contributing to their community through their use of ~~indigenous~~ Indigenous language in their work. Preference will be given to students who are from Vancouver Island Nations.

Part-time students (registered in a minimum of 6.0 units for credit in two of the three terms ~~minimum 3.0 units~~) are eligible for this award.

Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MYRNA AND TERRY DANIELS AWARD IN INDIGENOUS EDUCATION* (REVISED)

One or more awards of \$2,000 each are given to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the Faculty of Education who are (in descending order of priority):

1. entering or continuing in the Bachelor of Education in Indigenous Language Revitalization (BEd ILR) program,
2. enrolled in the Indigenous Education Post-Degree Professional Program (PDPP)
3. enrolled in the Diploma in Indigenous Language Revitalization program, or
4. enrolled in the Certificate in Indigenous Language Proficiency program,

Part-time students (registered in a minimum of 6.0 units for credit in two of the three terms) are eligible. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

NORAH AND CALVIN BANKS INDIGENOUS SCIENCE SCHOLARSHIP* (REVISED)

An entrance scholarship is awarded to an academically outstanding First Nations, Métis and/or Inuit undergraduate ~~Indigenous~~ student in the Faculty of Science.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

OLTHUIS KLEER TOWNSHEND INDIGENOUS LAW SCHOLAR AWARD (REVISED)

One or more awards of at least \$5,000 are given to undergraduate students entering or continuing in the Juris Doctor (JD) / Juris Indigenarium Doctor (JID) program or to ~~Indigenous~~ First Nations, Métis and/or Inuit students enrolling in the JD program of the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Selection Approval of the recipients will be made by the Senate Committee on Awards upon recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

PRESQUITO MURDOCH INDIGENOUS LAW AWARD* (REVISED)

One or more awards of at least \$5,000 each are given to ~~continuing Indigenous~~ First Nations, Métis and/or Inuit continuing undergraduate students in the JD/JID program in the Faculty of Law. Approval of the recipient(s) will be made by the Senate Committee on Awards ~~based on~~ upon the recommendation ~~by~~ of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

RAINCOAST CONSERVATION AWARD (REVISED)

One or more awards are given to ~~Indigenous~~ First Nations, Métis and/or Inuit continuing undergraduate students ~~born in Canada who are continuing~~ in the Department of Geography who have:

- an interest in conservation, demonstrated through their classes/learning or through volunteering, and
- demonstrated financial need.

If there are no eligible candidates, the award will be given to ~~Indigenous~~ First Nations, Métis and/or Inuit continuing undergraduate students ~~born in Canada who are continuing~~ in the Faculty of Social Sciences who have:

- an interest in conservation, demonstrated through their classes/learning or through volunteering, and
- demonstrated financial need.



Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

RATCLIFF LLP INDIGENOUS LAW SCHOLAR AWARD* (REVISED)

Two awards of at least \$5,000 are given to undergraduate students entering or continuing in the JD/JID program or to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit students enrolling in the JD program of the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ROBERT AND AUDREY HARRY INDIGENOUS SCHOLARSHIP IN NURSING* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate ~~Indigenous~~ students in the School of Nursing. Students registered in at least 4.5 units per term academic units are eligible for this scholarship.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

RPIA ACE FINANCE AWARD FOR BIPOC STUDENTS (REVISED)

One award of \$5,000 is given to an undergraduate student continuing in third or fourth year in the Department of Economics, the Department of Mathematics and Statistics or the Peter B. Gustavson School of Business who self-identifies as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit or a Person of Colour (~~BIPOC~~), and has an interest in pursuing a career in the financial industry.

Applicants must provide a personal statement (maximum 500 words) that demonstrates:

1. an intent to pursue a career in the financial services industry by summarizing relevant coursework, extracurricular involvement and industry work experience through co-op placements, internships, etc, and



2. a commitment to diversity, equity, and inclusion by creating inclusive environments free of hate, violence and discrimination. This could be, for example, through volunteer or paid work, social media communications or participating in community events.

Preference is for students with demonstrated financial need. Students with a GPA of 3.0/9.0 or above are eligible. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Department of Economics, the Department of Mathematics and Statistics or the Peter B. Gustavson School of Business.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

S. AITKEN GRADUATE AWARD* (REVISED)

One or more awards are given to ~~Indigenous~~ First Nations, Métis and/or Inuit women graduate students in the School of Environmental Studies. Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the School of Environmental Studies.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SALISH WEAVE INDIGENOUS EDUCATION AWARD (REVISED)

One award of \$5,000 is given to a ~~Canadian-born~~ First Nations, Métis and/or Inuit undergraduate ~~Indigenous~~ student in the Faculty of Education who is continuing in either the Bachelor of Education in Indigenous Language Revitalization (BEd ILR) program or the Indigenous Education Post-Degree Professional Program (PDPP). Preference will be given to a student who is from Coast Salish First Nations.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Department of Indigenous Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SANDRA LOUISE HARPER AND DON BARNHARDT AWARD IN INDIGENOUS LAW* (REVISED)

One or more awards of at least \$1,000 each will be given to ~~Indigenous~~ First Nations, Métis and/or Inuit students entering second year of the JD/JID Program. Preference will be given to students who have not received any other awards. Approval of the recipients will be made by



the Senate Committee on Awards upon the recommendation of the Faculty of Law and Director of the JD/JID program.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SELLEMAH SCHOLARSHIP* (REVISED)

One or more scholarships of at least \$1,000 each are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate ~~Canadian-born Indigenous (First Nations, Métis, or Inuit)~~ students in the School of Environmental Studies. If no applicants meet this criteria, the scholarship will be awarded to Canadian-born Indigenous First Nations, Métis and/or Inuit undergraduate students in the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SHELAGH ROGERS ENTRANCE SCHOLARSHIP (REVISED)

A scholarship of \$2,000 is awarded to an academically outstanding ~~Indigenous~~ First Nations, Métis and/or Inuit undergraduate student who is entering the University of Victoria directly from a Canadian secondary school or transferring directly from a Canadian college or university.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SKEENA SCHOLARSHIP IN CREATIVE WRITING (REVISED)

One or more awards are given to transferring or continuing undergraduate students in a BFA in Writing with a focus in creative nonfiction or poetry and who have ~~has~~ submitted a writing sample (maximum 2 pages).

Preference will be given to applicants ~~a student~~ in descending order of priority:

a) A woman student who grew up in or has spent a majority of their life in rural and northern communities in Canada. Further preference will be given to a student from Northern British Columbia (North of 50 degrees N)

b) ~~An Indigenous~~ A First Nations, Métis and/or Inuit student who grew up or has spent the majority of their life in rural and northern communities in Canada. Further preference will be given to a student from Northern British Columbia (North of 50 degrees N)



Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Department of Writing.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SMONEĆ NATURAL SCIENCES SCHOLARSHIP (REVISED)

A scholarship of \$2,000 is awarded to an academically outstanding undergraduate student in the Faculty of Science. Preference will be given to a First Nations, Métis and/or Inuit an Indigenous student from nations whose territory is fully or in part located within the borders of Canada. Students may receive this award more than once. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Science.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

SOLEIL BROOKS VIKES WOMEN'S RUGBY AWARD* (REVISED)

One or more awards are given to undergraduate or graduate students who compete on the Vikes Women's Varsity Rugby Team who self-identify as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit or a Person of Colour. Preference is for students who are involved in giving back to their community. Eligible students must meet all U SPORTS eligibility requirements. Award recipients will be ~~selected~~ nominated on the basis of work ethic, commitment and performance criteria set by the Director, Varsity Performance Sport in consultation with the Varsity Head Coach.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Department of Wellness, Recreation and Athletics.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

STEVEN P. STARKOVICH OPPORTUNITY ENTRANCE AWARD (REVISED)

One or more awards are given to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students entering the University of Victoria who have demonstrated financial need.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

STORROW FAMILY AWARD* (REVISED)

One award is given to an ~~an~~ First Nations, Métis and/or Inuit entering or continuing ~~Indigenous~~ student in the Faculty of Law with demonstrated financial need. A student may not receive this award more than once. Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

THOMAS M. HESS SCHOLARSHIP IN INDIGENOUS LANGUAGE REVITALIZATION* (REVISED)

One or more scholarships are awarded to academically outstanding First Nations, Métis and/or Inuit undergraduate ~~Indigenous~~ students in either the Faculty of Humanities or the Faculty of Education and who are enrolled in Indigenous Language courses or an Indigenous language program. Part-time students (registered in a minimum of 6.0 units for credit in two of the three terms) are eligible for this award.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of a committee formed by the Linguistics program in the School of Languages, Linguistics and Cultures. The committee will include members from the Faculty of Education.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

UVIC BUSINESS CLASS OF 2009 AWARD* (REVISED)

One or more awards are given to continuing undergraduate students in the Bachelor of Commerce program in the Peter B. Gustavson School of Business. Preference will be given in the following priority:

1. Students who self-identify as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit or a Person of Colour (~~BIPOC~~)
2. Students with demonstrated financial need

Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business.



Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

UVSS BIPOC PUBLIC INTEREST RESEARCH AWARD* (REVISED)

One or more awards, of at least \$1,000 each, are given to continuing or transferring undergraduate students with demonstrated research-based contributions to community programs or agencies that address social justice and/or environmental issues. Preference will be given in the following order:

- Students who identify as Black, ~~Indigenous~~ First Nations, Métis and/or Inuit or a Person of Colour
- Students who are members of groups with historical and/or current barriers to equity
- Students with demonstrated financial need

Students must submit a summary (maximum 500 words) of their research project that contributes to community programs, and provide one letter of reference (maximum 300 words) that speaks to this.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

VICTORIA KOREAN PRESBYTERIAN CHURCH AWARD* (REVISED)

One or more awards are given to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students entering or continuing at UVic, with a preference for students with demonstrated financial need. Students with a GPA of 3.0/9.0 and above are eligible.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

WIN SELF-SUFFICIENCY BURSARY (REVISED)

One or more bursaries are awarded to ~~Canadian-born Indigenous~~ First Nations, Métis and/or Inuit undergraduate students in the School of Social Work who identify as women, trans, non-binary or Two Spirit.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



WOODWARD & COMPANY INDIGENOUS LAW SCHOLAR AWARD* (REVISED)

One or more awards of at least \$5,000 are given to undergraduate students entering or continuing in the JD/JID program or to ~~Indigenous~~ First Nations, Métis and/or Inuit students enrolling in the JD program of the Faculty of Law who have demonstrated academic ability together with determination, resilience, contribution, and compassion in areas of life such as prior work experience, graduate study, community service, family care, or disability. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

XA7LIMUT (HA-LAY-MUT) JACK CAMPO INDIGENOUS LAW AWARD (REVISED)

One or more awards of at least \$5,000 each are given to First Nations, Métis and/or Inuit continuing, undergraduate ~~Indigenous~~ students in the JD/JID program in the Faculty of Law. Approval of the recipient(s) will be made by the Senate Committee on Awards ~~based on~~ upon the recommendation ~~by~~ of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are First Nations, Métis and/or Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ICD – INCLUSIVE OF ALL INDIGENOUS PEOPLES LOCALLY AND GLOBALLY

ARSENEO LEITE MEMORIAL SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to undergraduate students entering the University of Victoria who are members of groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Inuit and Métis and peoples, and all other Indigenous peoples~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally);
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



CPA EDUCATION FOUNDATION INCLUSION AWARD (REVISED)

One award of \$2,500 is given to a woman undergraduate student enrolled in the Bachelor of Commerce program in the Peter B. Gustavson School of Business who demonstrates financial need and who intends to take the CPA exam. Preference is for members of groups with historical and/or current barriers to equity, including, but not limited to,

- ~~First Nations, Inuit and Métis peoples, and all other Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;~~
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DIANNE DRAPER ENVIRONMENTAL SUSTAINABILITY AND STEWARDSHIP SCHOLARSHIP (REVISED)

A scholarship is awarded to an academically outstanding undergraduate student in third or fourth year of either a BA or BSc Program in the Department of Geography who is conducting research in the field of 'Environment, Sustainability and Stewardship'. Applicants must submit a statement (maximum 500 words) describing their research and how it aligns with Environment and Sustainability and Stewardship. Preference is given to students with historical and/or current barriers to equity who identify as:

- ~~Indigenous students (inclusive of all Indigenous Peoples locally and globally) First Nations, Métis and Inuit peoples, and all other Indigenous peoples;~~
- members of groups that commonly experience discrimination due to race, ancestry, colour, or place of origin.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Department of Geography.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).



DR. LARRY MCCANN AWARD FOR INTERDISCIPLINARY LEADERSHIP IN GEOGRAPHY (REVISED)

One award of \$1,000 is given to an undergraduate student in the Department of Geography. Applicants must submit a brief essay (maximum of 300 words) highlighting how they have demonstrated leadership or ingenuity in their community and in what way this has made a tangible impact. Preference is for students with financial need. Further preference is for students who are members of groups with historical and/or current barriers to equality, including but not limited to:

- * ~~First Nations, Inuit and Métis peoples, and all other~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;
- * members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs or place of origin;
- * persons with visible and/or invisible (physical and/or mental) disabilities;
- * ~~persons~~ persons who identify as women; and
- * persons of marginalized sexual orientations, gender identities and gender expressions.

Approval of the recipient is made by the Senate Committee on Awards upon the recommendation of the Department of Geography.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

DR. ELMAR B.F. BROSTERHUS SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding graduate students entering the Department of Physics and Astronomy. Preference is for international students or students who are members of groups with historical and/or current barriers to equity including, but not limited, to:

- ~~First Nations, Métis and Inuit peoples, and all other~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipients will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Department of Physics and Astronomy.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate



their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

FACULTY OF ENGINEERING AND COMPUTER SCIENCE EQUITY, DIVERSITY AND INCLUSION LEADERSHIP AWARD (REVISED)

One award of \$1,000 is given to a transferring or continuing undergraduate student from an underrepresented group entering second year in one of the following programs in the Faculty of Engineering and Computer Science: Biomedical Engineering, Civil Engineering, Computer Engineering, Computer Science, Electrical Engineering, Mechanical Engineering or Software Engineering.

Applicants must submit a letter (maximum 500 words) describing the importance of Equity, Diversity and Inclusion to the profession, its impact on them personally and the leadership role they have played (or would like to play) to make a difference.

Underrepresented groups are defined as students with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;~~
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

HELEN LANSDOWNE AWARD* (REVISED)

One or more awards are ~~awarded~~ given to undergraduate students whose area of study focusses on migration, gender studies or sustainability. Preference is for students who are members of groups with historical and/or current barriers to equity, including, but not limited to,

~~*First Nations, Inuit and Métis peoples, and all other Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;~~

*members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;



- *persons with visible and/or invisible (physical and/or mental) disabilities;
- *persons who identify as women; and
- *persons of marginalized sexual orientations, gender identities, and gender expressions.

Further preference is for students with financial need.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

JOYCE UNDERWOOD INDIGENOUS UNDERGRADUATE STUDENT SCHOLARSHIP IN SOCIAL SCIENCES* (REVISED)

Up to four scholarships are awarded annually to Indigenous students, ~~domestic or international~~, (inclusive of all Indigenous Peoples locally and globally) registered in an undergraduate program in the Faculty of Social Sciences. The Faculty of Social Sciences Awards and Recognition Committee will nominate the recipients. Recipients will be selected on the basis of their commitment to education (50%) and their financial need (50%). Applicants must provide a letter describing their commitment to education and financial need. Commitment to education is defined broadly, and can be demonstrated in a variety of ways including but not limited to personal academic performance or perseverance, or support for education in the community. The application will be available each year through the Student Awards and Financial Aid Office. Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Social Sciences.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MAPLE REINDERS SCHOLARSHIP (REVISED)

A scholarship is awarded to an academically outstanding undergraduate student continuing in either the Civil Engineering or Mechanical Engineering program in the Faculty of Engineering and Computer Science.

First preference is for students with an interest in construction management or project management.

Second preference is for students who are members of groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;~~



- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

MASTERCARD AWARD IN CYBER SECURITY (REVISED)

Two awards of \$10,000 each are given to undergraduate students entering third year in the software engineering program in the Faculty of Engineering and Computer Science and who are specializing in cyber security. Preference is given first to women students, then to members of other groups with historical and/or current barriers to equity.

The ~~scholarship award~~ will be renewed at a value of \$5,000 for students continuing into fourth year in cyber security specialization.

To be automatically renewed a student must have completed a total of 12 or more graded units in any two terms of study between May and April and maintained a grade point average of 6.0/9.0 or higher on the best 12 graded units. The award may only be renewed once. A student whose grade point average falls below 6.0/9.0 may file a written appeal with the Senate Committee on Awards to seek special consideration for the renewal of the ~~scholarship award~~.

Students registered in a co-op or work experience work term will automatically be renewed when they next complete 12 or more graded units in two terms, provided they have a grade point average of 6.0/9.0 or higher in the two terms. Any student who takes neither a co-op, work experience work-term, nor academic units for more than one term may forfeit ~~their scholarship the award~~.

~~Selection Approval~~ of the recipients is will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Members of groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally) peoples;



- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;
- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

STANTEC AWARD (REVISED)

One award of \$2,000 is given to a continuing undergraduate student in the Faculty of Engineering and Computer Science. Preference is for students who are members of groups with historical and/or current barriers to equity, including, but not limited to:

- * ~~First Nations, Inuit and Métis peoples and all other Indigenous peoples~~ students (inclusive of all Indigenous Peoples locally and globally);
- * members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs or place of origin; and
- * persons who identify as women.

Further preference is for students with demonstrated financial need.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Engineering and Computer Science.

Applicants, candidates or nominees who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) for this award are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

VANCOUVER SECURITY TRADERS ASSOCIATION (VSTA) FINANCE AWARD (REVISED)

One or more awards are given to undergraduate students continuing in the Peter B. Gustavson School of Business who have an interest in pursuing a career in the financial industry. Students must be enrolled in, or have taken, the Applied Investment Management (AIMC) course. Preference is given to students who are members of groups with historical and/or current barriers to equality including, but not limited to,

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous peoples;~~ students (inclusive of all Indigenous Peoples locally and globally) peoples;
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities;



- persons who identify as women; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipient(s) is made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

VICFOUNDERS AWARD* (REVISED)

An award is given to a third or fourth year Bachelor of Commerce student in the entrepreneurship specialization with demonstrated financial need. Preference is for students who are members of groups with historical and/or current barriers to equity, including, but not limited to:

- ~~First Nations, Métis and Inuit peoples, and all other Indigenous peoples~~ Indigenous students (inclusive of all Indigenous Peoples locally and globally);
- members of groups that commonly experience discrimination due to race, ancestry, colour, religion and/or spiritual beliefs, or place of origin;
- persons with visible and/or invisible (physical and/or mental) disabilities; and
- persons of marginalized sexual orientations, gender identities, and gender expressions.

Approval of the recipient will be made by the Senate Committee on Awards upon the recommendation of the Peter B. Gustavson School of Business. This award may go to graduating students.

Applicants, candidates or nominees for this award who have indicated they are Indigenous students (inclusive of all Indigenous Peoples locally and globally) are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

ICD – SPECIFIC NATIONS

COYA SCHOLARSHIP* (REVISED)

A scholarship is awarded to an academically outstanding ~~Indigenous~~ undergraduate student who is from Indigenous Nations located within Canada and/or the USA born on Turtle Island (North America, including all areas from Mexico to Alaska) and entering the Faculty of Education. Approval of the recipient is made by the Senate Committee on Awards upon the recommendation of the Faculty of Education.

Applicants, candidates or nominees for this award who have indicated they are from Indigenous Nations located within Canada and/or the USA are required to demonstrate their



eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

FANNY WILLIAMS HUU-AY-AHT FIRST NATION SCHOLARSHIP (REVISED)

A scholarship of \$1,000 is awarded to an entering, continuing or transferring Indigenous undergraduate or graduate student who is from the HUU-ay-aht First Nation. The student must have demonstrated community involvement and must submit a letter of reference (maximum 400 words) outlining their leadership skills in one or more of the following areas: community involvement, leadership, academic performance, athletics, innovation and creativity. Community can include schools, neighbourhoods, teams, and/or Nations.

In the event that a ~~member of~~ student who is from the HUU-ay-aht First Nation does not apply for the scholarship, it will be awarded to an undergraduate or graduate student who is from one of the Nuu-chah-nulth ~~N~~Nations with connections to the HUU-ay-aht First Nation.

~~Undergraduate students can apply on the online application via their Online Tools account and g-Graduate students apply via the Online tools, online graduate application by September 15. can submit their reference letter by September 15 to the Faculty of Graduate Studies, Office of the Dean. Approval of an undergraduate recipient will be made by the Senate Committee on Awards U~~ Upon the recommendation of the Executive Director ~~IACE~~ Office of Indigenous Academic and Community Engagement. ~~an undergraduate student recipient will be approved by Senate Committee on Awards, or by the Faculty of Graduate Studies Graduate Awards Committee for a graduate student. In the case of a graduate student, approval of the recipient will be made by the Faculty of Graduate Studies Graduate Awards Committee upon the recommendation of the Executive Director IACE Office of Indigenous Academic and Community Engagement.~~

Applicants, candidates or nominees for this award who have indicated they are from the HUU-ay-aht First Nation or one of the Nuu-chah-nulth Nations are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

GERVIN MÉTIS AWARD FOR DISTINGUISHED ADVOCACY AND LEADERSHIP (REVISED)

An award of \$1,000 is offered annually to an undergraduate student in the Faculty of Law who ~~self-identifies as~~ is Métis, and who has shown a commitment to strengthening their Indigenous community at home, the community where they reside during the academic year, or the Indigenous presence within the University. ~~Selection~~ Approval of the student recipient will be made by the Senate Committee on Awards ~~on~~ upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are Métis are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

INUIT WOMEN OR TWO-SPIRIT LEGAL SCHOLAR AWARD (REVISED)

One award of \$20,000 is given to an entering or continuing undergraduate woman or two-spirit ~~Inuit~~ students who are Inuit in the Faculty of Law who has demonstrated leadership experience in their school or community. Applicants will be considered based on their Law admissions application. Payment of the award will be in two equal installments, half in Term 1 and half in Term 2 of the Winter Session.

The award is eligible to be renewed, at a value of \$20,000 for each year of the student's study in the Faculty of Law until completion of the degree, or for a maximum of three years, whichever is the shorter period. To be renewed a student must pass the academic year by the faculty standards. The student must also have demonstrated, in the opinion of the Director of the JD/JID Program and/or the Associate Dean of Academic and Student Relations, ongoing commitment to leadership and achievement, whether this be in their home community or school community, amongst their peers, through their academic, extracurricular or personal pursuits. Students registered in a co-op or work experience work term will be renewed when they next complete 12.0 or more units for credit in two terms, provided they remain in academic good standing. Any student who takes neither a co-op, work experience work-term, nor 80% of a full course load for more than one term may forfeit their scholarship.

Approval of the recipients will be made by the Senate Committee on Awards upon the recommendation of the Faculty of Law.

Applicants, candidates or nominees for this award who have indicated they are Inuit are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

LII MICHIF NIIYANAAN AWARD (REVISED)

One or more awards are given to academically outstanding ~~Metis~~ Métis undergraduate students who are continuing in the School of Social Work.

Approval of the recipient(s) will be made by the Senate Committee on Awards upon the recommendation of the School of Social Work.

Applicants, candidates or nominees for this award who have indicated they are Métis are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TANSI AWARD* (REVISED)

One or more awards are given to Métis undergraduate ~~Métis~~ students with demonstrated financial need.



Applicants, candidates or nominees who have indicated they are Métis for this award are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).

TANSI SCHOLARSHIP* (REVISED)

One or more scholarships are awarded to academically outstanding Métis entering, transferring or continuing undergraduate Métis students.

Applicants, candidates or nominees for this award who have indicated they are Métis are required to demonstrate their eligibility for Indigenous-specific awards in alignment with the Indigenous Citizenship Declaration (ICD) Policy (GV0810).





University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Operations and Facilities Committee

For: Information

From: Kristi Simpson, Vice-President Finance and Operations

A handwritten signature in black ink, appearing to read 'K. Simpson'.

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: Status Report on Capital Projects

Background:

Attached please find the regular Board reports on the status of the District Energy Plant Electrification and Engineering Expansion.

Previous Consultation:

Report provided to Board of Governors Operations and Facilities Committee at each meeting.

Basis for Jurisdiction: Committee's Terms of Reference

Attachment(s):

VPFO/FMGT Project Updates: April 30, 2026

1. Engineering Expansion
2. District Energy Plant Electrification Project

PROJECT STATUS REPORT

EXECUTIVE SUMMARY

19-04057 – Engineering Expansion (EE)

DATE: April 30, 2026

REPORTING PERIOD: March 2026

	BUDGET	SCHEDULE	SCOPE
CURRENT	■	■	■
PREVIOUS	■	■	■

SCOPE

The Engineering Expansion project was created to fill the need for teaching, research and office space for the Faculty of Computer Science and Engineering. In particular, current Civil Engineering program spaces are housed in temporary facilities spread around the UVic campus. Accreditation of both Civil and Biomedical Engineering is contingent on program space (teaching, research, support) to be delivered by the Engineering Expansion project's two buildings.

SCHEDULE	PRE-DESIGN	DESIGN	CONSTRUCTION*	OPERATION
	Actual / Forecast	June 2020	March 2022	January 2024

BUDGET	APPROVED BUDGET	FORECAST	VARIANCE
	\$149.76	\$149.73	\$0.00

MAJOR RISKS	SCOPE
	<ul style="list-style-type: none"> • SCOPE –Tender values have not resulted in changes to scope. • *SCHEDULE – Risk: Schedule delays impact academic scheduling. ECSE building delivery is on tight schedule for Sept. 2026. HBRSL building revised Bird Construction schedule has been received. HBRSL building delivery scheduled for end of April 2027, to open for the May 2027 academic term. • BUDGET – Project still on budget. Work well underway by new subcontractor retained to complete the strong wall work scope. Work to be compensated through subtrade bonding, full impact TBD. Insurance claim for site incident still underway. Potential tariffs CAN/US being monitored.

UPDATES	Site Works: ECSE site:
	<ul style="list-style-type: none"> • Site Works: ECSE site: Exterior metal cladding complete, rooftop equipment in place; elevator running; L1 Mech room equip installed; L4-L6 elec cable pulls and fixtures; painting at L5, L6, flooring L3,L4 nearly complete; L3 lab casework, L4 interior glazing completing; L3+ washroom tiling, L1 cleaning. Exterior west fire lane -civil, landscape. • HBRSL site: North and East building exterior insulation, L1 and L2 West interior framing underway; L2 floor concrete topping. Strong wall first pour complete, second pour early May. Final mass timber install at South will follow.

* Construction site mobilization
 ** Pre-Design and Design milestone dates are based on milestone completion
 *** All costs are in Millions

PROJECT STATUS REPORT

EXECUTIVE SUMMARY

23-05868 – District Energy Plan (DEP) Electrification Project

DATE: April 30, 2026

REPORTING PERIOD: April 2026

	BUDGET	SCHEDULE	SCOPE
CURRENT			
PREVIOUS			

SCOPE

The District Energy Plant (DEP) Electrification Project adds two new electric boilers to support achievement of UVic's Climate & Sustainability Action Plan 2030 targets.

	PRE-DESIGN	DESIGN	CONSTRUCTION*	OPERATION										
SCHEDULE	<table border="1"> <thead> <tr> <th>Actual / Forecast</th> <th>January 2023</th> <th>February 2025</th> <th>May 2025</th> <th>December 2026</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Actual / Forecast	January 2023	February 2025	May 2025	December 2026								
Actual / Forecast	January 2023	February 2025	May 2025	December 2026										
BUDGET	<table border="1"> <thead> <tr> <th>APPROVED BUDGET</th> <th>FORECAST</th> <th>VARIANCE</th> </tr> </thead> <tbody> <tr> <td>\$12.1M</td> <td>\$12.1M</td> <td>\$0</td> </tr> </tbody> </table>	APPROVED BUDGET	FORECAST	VARIANCE	\$12.1M	\$12.1M	\$0							
APPROVED BUDGET	FORECAST	VARIANCE												
\$12.1M	\$12.1M	\$0												
MAJOR RISKS	<ul style="list-style-type: none"> • SCHEDULE – Risk: Substantial completion delay resulting in loss of BC Hydro funding. Mitigation: Pre-Commission the building systems to the extent possible to bring substantial completion date forward. • BUDGET / SCOPE – Risk: Loss of LCEF Funding. Mitigation: Continue working with Federal Government to revise terms of agreement to ensure funding 													
UPDATES	<ul style="list-style-type: none"> • Substantial completion date for project has been revised to December 2026 instead of April 2027. The project is now back on schedule and is no longer coded red. 													

* Construction site mobilization

** Pre-Design and Design milestone dates are based on milestone completion

*** All costs are in Millions




University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Operations and Facilities Committee

For: Decision

From: Kristi Simpson, Vice President Finance and Operations 

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: Fighting Against Forced Labour and Child Labour in Supply Chains Act
(formerly Bill S-211)

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the University of Victoria Forced Labour and Child Labour Statement for the Fiscal Year ended March 31st, 2026, for submission to the federal government.

Background:

Attached the University of Victoria's report under the Fighting Against Forced Labour and Child Labour in Supply Chains Act (formally Bill S-211).

An annual questionnaire and report is required to identify key components of the university's steps, activities, and programs to ensure measures are in place to prevent and reduce the risk that forced labour is used in our supply chains.

The act states that:

“Effective January 1, 2024, entities must, on or before May 31 of each year, submit a report to the Minister of Public Safety on:

- The steps the entity has taken during its previous financial year to prevent and reduce the risk that forced labour or child labour is used at any step of the production of

goods in Canada or elsewhere by the entity or of goods imported into Canada by the entity

- Its structure, activities and supply chains
- Its policies and due diligence processes in relation to forced labour and child labour
- The parts of its business and supply chains that carry a risk of forced labour or child labour being used and the steps it has taken to assess and manage that risk
- Any measures taken to remediate any forced labour or child labour
- Any measures taken to remediate the loss of income to the most vulnerable families that results from any measure taken to eliminate the use of forced labour or child labour in its activities and supply chains
- The training provided to employees on forced labour and child labour
- How the entity assesses its effectiveness in ensuring that forced labour and child labour are not being used in its business and supply chains.”

The university has made good progress over the last three years and will continue to engage in assessments with our suppliers, promote and encourage EcoVadis assessments to continue our monitoring of the rankings and integrate awareness and training into the academic, research and administrative faculties and schools.

The legislation requires that these reports be approved by the Board of Governors.

Attachment(s): University of Victoria Forced Labour and Child Labour Statement for the Fiscal Year ended March 31st, 2026.

University of Victoria Forced Labour and Child Labour Statement for the Fiscal Year ended March 31st, 2026.

This statement is made pursuant to Bill S-211, An Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act and to amend the Customs Tariff. This statement outlines the approach and initiatives by the University of Victoria (UVic) to identify and address the risks of forced labour and child labour in its business operations and supply chains during the fiscal year commencing April 1st, 2025 and ending March 31st, 2026.

UVic is committed to upholding the values of equity, diversity, inclusion and [human rights](#) in our living, learning and work environments. We are working to create a healthier and more resilient future that upholds the well-being of our region and of all life on our planet. We advance local and global issues like climate action and sustainability, social justice and equity, and health and wellness. We embrace and are guided by the UN Sustainable Development Goals.

UVic structure, activities, and supply chains

UVic is a comprehensive research university located in Victoria, British Columbia. It received degree-granting status in 1963. It was established under the authority of the [University Act](#) and is governed by a [Board of Governors](#) and a [Senate](#).

In accordance with the University Act, the Board of Governors is responsible for the management, administration and control of the property, revenue, business, and affairs of the university. This fifteen-member body consists of the chancellor, the president, two elected faculty members, one elected staff member, two students elected from the university's undergraduate or graduate student societies, and eight members appointed by the Lieutenant Governor in Council.

The campus community comprises 22,000 students, 900 faculty, and thousands of professional staff. UVic is a hub of academic excellence, research innovation, and community engagement. Its activities span a diverse array of disciplines, from sciences to humanities, attracting students and scholars from around the globe. Academic core values are:

- Academic excellence and quality
- Ethical, intellectual, and scholarly integrity
- Academic freedom and freedom of inquiry
- Equity, diversity, inclusion, and belonging

Research at UVic contributes to global knowledge and addresses pressing societal challenges. UVic is uniquely positioned to make a difference in five research impact areas:

- Climate, environmental change, and sustainability
- Health and wellness
- Indigenous-led scholarship
- Social justice and equity
- Technology and the human experience

With a commitment to sustainability and social responsibility, UVic actively participates in community outreach programs, promoting environmental stewardship and cultural understanding.

Our [Strategic Plan](#) outlines UVic’s vision, values, and priorities. It inspires our excellence in research, creative activity, teaching, service, commitment to diversity and inclusion, and engagement to serve students, communities, and the world. Our [university plans](#) guide the operational directions for a wide range of UVic activities.

UVic Supply Chain

Procurement at UVic supports academic, research, and administration activities through a centralised Purchasing Services department. Bookstore purchases of materials for resale are managed separately. Supply chains are diverse, from educational materials and laboratory equipment to construction and maintenance services.

Total payments for goods and services, according to UVic’s 2024/2025 Statement of Financial Information, were close to \$312M. In fiscal year 2025/26 we imported approximately \$7.8 M in goods and equipment, mostly for research projects.

Risks of forced labour and child labour in UVic’s supply chains

Based on the [Modern Slavery Index](#), most countries of origin for the majority of UVic imports are considered to have the lowest prevalence of modern slavery, with strong governance and strong government responses to modern slavery. Additionally, some UVic suppliers in high-risk categories such as IT hardware, research equipment, and lab consumables have established anti-slavery policies and practices. The bookstore has identified potential risks of forced and child labour in goods manufactured offshore.

Given the complexity of the university’s supply chains, and the limited resources available to effectively monitor supplier performance, UVic has engaged [EcoVadis](#), the world’s largest provider of business sustainability ratings. EcoVadis conducts individual sustainability performance assessments of our supply chain partners based on relevant supplier policies, practices, and results. The assessment focuses on twenty-one sustainability criteria that are grouped into four themes: Environment, Labor and Human Rights, Ethics, and Sustainable Procurement.

EcoVadis’ expertise in corporate social responsibility enables them to produce internationally comparable ratings and detailed scorecards that highlight the strengths and improvement areas of supplier performance. In particular, the EcoVadis reports help determine supplier performance in relation to human rights and labour practices, including child labour and modern slavery.

If supplier performance results do not meet the expectations under our supplier code of conduct, the university will invoke the contract terms of the supplier code and/or work with the supplier to understand remediation steps and future actions. If this is not forthcoming, we would terminate the agreement. To date, we have not had any such incidents.

Policies and due diligence

Purchasing Policy and Supplier Code of Conduct

UVic is committed to respecting human rights and ensuring that child labour and modern slavery are not present in our supply chain. UVic's Purchasing Policy (FM5105) guiding principles include the application of triple bottom line considerations that recognize financial, social, and environmental impacts of

purchases. To that effect, UVic established a [Supplier Code of Conduct](#) (SCoC) in early 2020. The SCoC applies to all suppliers who provide goods or services to UVic, as well as their subcontractors. It establishes the minimum ethical, social, and environmental standards expected of UVic suppliers. Additional requirements may be described in individual contracts executed with UVic.

This SCoC is intended to support our commitment to environmental, social, and institutional sustainability by clearly establishing minimum standards required to do business with UVic, in alignment with triple-bottom-line procurement goals identified in UVic's [Sustainability Action Plan](#).

Modern slavery is a potential issue that the sustainable procurement initiative aims to address. While anti-slavery laws have existed in Canada for centuries, the problem of slavery still exists and is flourishing in the complexities of global supply chains. UVic's Sustainable Procurement Initiative allowed UVic to investigate, report on, and mitigate human rights violations in its supply chain.

UVic's Supplier Code of Conduct prohibits suppliers from using child or forced labour and sets minimum standards for other human rights violations associated with modern slavery, including wages, disciplinary practices, and hours of work.

The SCoC also aligns with the International Labour Organization's Declarations on Fundamental Principles and Rights of Work, the United Nation's Sustainable Development Goals, and the United Nations Convention on the Rights of the Child. While UVic believes in cooperation and is willing to work with suppliers to improve practices, when necessary, a supplier's failure to adhere to the provisions in the SCoC may be a breach of contract and could result in that contract's termination.

Sections 2 and 3 of the UVic Supplier Code of Conduct specifically state:

2. Child Labour

Suppliers will:

- a.** not employ people under the age of 15 (or 14 where the International Labour Organization exemption for developing countries applies); and
- b.** if a child must be displaced to comply with laws and this Code of Conduct, offer adult family members of that child a position to maintain family earnings.
- c.** ensure that employees under the age of eighteen (18) shall not perform hazardous work that may jeopardize their health, safety or morals. Hazardous work includes, but is not limited to, work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and tools, work that involves the manual handling or transport of heavy loads; night work and long hours of work.

3. Forced Labour

Suppliers will:

- a.** not use forced, illegal, or prison labour, including indentured or bonded labour, or any form of compulsory labour to manufacture products.
- b.** Suppliers and their subcontractors shall ensure that recruitment of employees, whether directly or indirectly, complies with applicable laws and regulations. Employees shall not pay any

fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed on to the employees.

c. Suppliers and their subcontractors shall not retain employees' identity papers or passports

The Supplier Code of Conduct has been incorporated to supply contracts and services agreements using the following language:

UVic is committed to global leadership in environmental, social and institutional sustainability and expects Contractor to integrate a corporate social responsibility approach to their business practices, as reflected in the Supplier Code of Conduct ("SCoC") [available at <https://www.uvic.ca/purchasing/assets/docs/uvicsuppliercodeofconduct.pdf>]. The SCoC is hereby incorporated by reference and forms part of this Agreement.

If you are not in compliance with the SCoC, UVic will inform you in writing, including of the provisions that you have breached. You will have the time specified in the foregoing notice of breach to propose a remediation plan for approval by UVic, which remediation plan will include the time required by you to become compliant with the SCoC. If no remediation plan is submitted as required, if UVic does not approve a remediation plan within 14 days of receipt of your initial proposed remediation plan, or if you fail to achieve your remediation plan, UVic may immediately terminate this Agreement on notice in writing to you.

In cases where the supplier has an existing, equivalent code of conduct, the following language has been used:

*Supplier acknowledges the UVic's Supplier Code of Conduct ("SCoC") found at : <https://www.uvic.ca/purchasing/assets/docs/uvicsuppliercodeofconduct.pdf> and Supplier affirms it abides by its own, similar Code of Conduct found at: https://www.***. Supplier's strict adherence to its parent company, ***, Code of Conduct and policies shall be deemed to be adherence with the UVic's SCoC.*

The bookstore has a trademark licence contract that must be renewed every year with every supplier that uses the university mark. Those suppliers, who are responsible for most of the branded items manufactured offshore, must agree to UVic's Supplier Code of Conduct and carry liability insurance.

Risk assessment and management

Branded merchandise and apparel have been identified as potential higher risk commodities. To ensure UVic branded merchandise is fairly traded and ethically sourced locally, nationally, or internationally, the UVic bookstore considers the Fair Labour Association (FLA) and Workers Rights Consortium (WRC) best practices. As member of National Association of College Stores (NACS), Independent College bookstore Association (ICBA), and Campus Stores Canada (CSC), the UVic bookstore participate in and source clothing and gifts at national tradeshow that have been vetted and approved by these associations.

Remediation

If forced labour issues in the supply chain are identified with a supplier, UVic may consider a remediation plan presented by the supplier. If no remediation plan is submitted or if UVic does not approve a remediation plan, UVic may terminate the supply agreement.

Loss of income mitigation

No specific cases of forced labour or child labour in UVic's supply chains have been identified and so no measures have been taken to eliminate such practices.

Training

At UVic, a variety of staff, faculty, and leadership are developing training initiatives that teach and address the United Nations Sustainable Development Goals. CIFAL Victoria has created a [data dashboard on SDGs at UVic](#), showing over one hundred current initiatives. Fifty-four of those initiatives are related to SDG 8 – Decent Work and Economic Growth, which includes Target 8.7: end modern slavery, trafficking, and child labour.

UVic's Purchasing Services staff receive ongoing training on sustainable procurement and have an understanding of modern slavery risks. Internal clients and suppliers are frequently engaged one-on-one by Purchasing Services staff to consider supply chain environmental and social impacts and collaborate to conduct business sustainability assessments. UVic organized a presentation on [Modern Slavery in Supply Chains and the Case for a Supplier Code of Conduct](#) at the 2021 Canadian Association of University Business Officers (CAUBO) conference and has continued to collaborate with stakeholders to raise awareness of the issues and mitigate risks.

The Purchasing Services team, including Purchasing Officers and Buyers, have been trained on Sustainable Procurement. The training includes awareness of the UVic Supplier Code of Conduct, how to incorporate the SCoC in public competitions and university contracts, and an understanding of the EcoVadis business sustainability assessments.

The Financial Services Training Series training material on Purchasing Services, for faculty and staff, includes an overview of the SCoC, as well as the business sustainability assessments, highlighting the labour and human rights theme.

Monitoring

UVic relies on EcoVadis business sustainability ratings to monitor the performance of suppliers enrolled in their assessment program, including on labour practices and human rights. The assessments examine the potential for modern slavery in the upstream supply of raw materials and components, as well as in manufacturing facilities. By March 2026, 84 suppliers have been assessed and 25 are in progress. Over the course of the next reporting year, UVic intends to continue engaging key suppliers to be assessed by EcoVadis, setting clear key performance indicators, and monitoring supplier performance on labour and human rights practices.

Sign off

*** The report must be presented to UVic's governing body and approved. ***

This statement is made pursuant to Bill S-211, An Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act for the fiscal year ending March 31, 2026. It has been issued on behalf of the University of Victoria Board of Governors.

Signed,



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Operations and Facilities Committee

For: Information

A handwritten signature in black ink that reads "R. Thomas".

From: Qwul'sih'yah'maht, Robina Thomas, Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: 2025 Policy Annual Report

Background:

The Policy on University Policies and Procedures (GV0100) calls for the President to report annually to the Senate and the Board of Governors on university policies developed and reviewed during the previous year.

The 2025 Policy Annual Report captures university policy activities in the 2025 calendar year.

More information about university policies can be found on the University Secretary's website at www.uvic.ca/universitysecretary.

Previous Consultation:

This report is delivered annually to the Senate and the Board of Governors.

Basis for Jurisdiction:

Policy on University Policies and Procedures (GV0100)

Attachment:

2025 Annual Policy Report

Introduction

Policies are core governing documents for the university. Good policies support the achievement of strategic priorities, promote operational practices that align with identified institutional values, and contribute to the management of institutional risk.

UVic's Policy Environment

UVic's [Policy on University Policies and Procedures \(GV0100\)](#) establishes a consistent framework for developing and reviewing university policies and procedures. The goal of this framework is to create and maintain user-friendly policies and procedures that are current and relevant to the needs of the university community.

Under the *Policy on University Policies and Procedures*, the President reports annually to the Board of Governors and the Senate on University Policies developed and reviewed during the year and the action taken or recommended.

Policy Oversight and Central Support

Up-to-date institutional policies are necessary for effective governance, help the institution mitigate risk, and promote institutional values. The president and vice-presidents, as the Designated Executive Officers (DEOs) are responsible for the maintenance and review of policies and procedures within their portfolios. Regular policy reviews are mandated by the *Policy on University Policies and Procedures*, or in some cases by legislation.

The University Secretary's Office (USEC) provides a central support function to the university executive team when they are developing, maintaining or rescinding policies. USEC is a resource for navigating the policy management process and ensures that policy changes are consistent and aligned with the university's policy framework.

Policy Highlights from 2025

From January to December 2025, the following university policies and procedures were developed, revised, or rescinded:

New Policies Developed	Portfolio	Effective Date
Indigenous Citizenship Declaration (ICD) Policy (GV0810)	PRES, VPI	November, 2025
Space Planning, Management, and Optimization Policy (BP3150)	VPFO	September, 2025

Revised Policies	Portfolio	Effective Date
Resolution of Non-Academic Misconduct Allegations (AC1300)	PRES	July, 2025
Major Capital Projects (FM5205)	VPFO	July, 2025
Signing Authority (FM5100)	VPFO	June, 2025
Sexualized Violence Prevention and Response (GV0245)	PRES	July, 2025
Responsible Investment (FM5215)	VPFO	January, 2025
Research or Teaching Involving Animals (RH8110)	VPRI	October, 2025
Policy on Public Interest Disclosure Act (GV0250)	PRES	January, 2025
Procedures for the Appointment of the Vice-President Indigenous (GV0330)	PRES	March, 2025
Interim Procedures for the Appointment of the Associate Dean of Health (GV0640)	VPAC	May, 2025

Policies with Editorial Changes or Changes to Procedures	Portfolio	Effective Date
Research or Teaching Involving Animals (RH8110)	VPRI	November, 2025
Policy on Non-remunerated Academic Appointments (GV0720)	VPAC	July, 2025

Rescinded Policies	Portfolio	Effective Date
Procedures for the Appointment and Review of the Head of the Division of Medical Sciences (GV0500)	VPAC	November, 2025

Looking Ahead

The University Secretary's Office continues to work with DEOs and other units and offices to proactively respond to university policy needs and changing regulatory requirements, and to prioritize reviews according to their institutional significance and the length of time since the policy was last reviewed.



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Finance Committee

For: Information

From: Kristi Simpson, Vice-President Finance and Operations

A handwritten signature in black ink, appearing to read 'Kristi Simpson'.

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: **UVic Staff Pension Plan (the “Plan”) Annual Compliance Report**

Background:

Annually, the Staff Pension Plan Governance Committee reports to the Board of Governors regarding compliance with the requirements of applicable legislation during the previous calendar year.

The Compliance Report attached as Appendix 1 outlines the primary requirements of the Pension Benefits Standards Act (BC), the Family Law Act (BC) and the Income Tax Act (Canada). In addition, certain other governance items are included in the Appendix, such as annual policy reviews which are completed as ‘best practice’.

Compliance has been reviewed based on overall activities of the University as a whole. That is, individual departments provide certain membership-related information to Pension Services through various channels, and these activities have an impact on the ability of Pension Services to meet certain requirements the Plan must achieve.

The Pension Benefits Standards Act (BC) was amended in 2023, with certain provisions effective in 2024. These items required minor administrative plan rule amendments to maintain compliance with the Act. As noted in the attached Appendix, the Plan was amended September 25, 2024, and filed with BC Financial Services Authority as required within 60 days of amendment.

In 2025, only one area of less than full compliance has been noted, in line with previous years. This relates to the requirement for a member/employee to receive a Statement on Termination of Membership within 60 days of their last date of employment, which can present operational challenges given certain roles and the processes in place at the university. An explanation for this follows.

Termination of employment is reported by a member's department to Payroll, and from there to Pension Services. The member's pensionable service and salary is then verified, and the statement calculated, prepared, and sent to the member. Legislation requires that this process occur entirely within a 60-day window from the last date of employment. However, in certain circumstances termination details are not provided between departments in sufficient time to meet the requirement. In 2025, 87% of statements were issued within this deadline (2024: 83%). Although work continues to explore opportunities to increase compliance in this area, it is unlikely that full compliance will be achieved given the nature of certain roles at the university and the related processes in place.

There are no further areas of concern.

Previous Consultation:

University of Victoria Staff Pension Plan Governance Committee

Basis for Jurisdiction:

University of Victoria Staff Pension Plan Governance Policy Section I.1.(a)(i)

Attachment(s): Appendix 1 - Compliance Report

University of Victoria Staff Pension Plan Compliance Report

For the year ended December 31, 2025

The following requirements are substantially fulfilled by UVic Pension Services, partnering with HR Benefits and Payroll as indicated.

Summary of primary requirements	Complies (yes/no)	Comments
ADMINISTRATION		
Enrollment of New Members <ul style="list-style-type: none"> Enroll all regular continuing employees Provide option to all other eligible employees with earnings, in each of 2 consecutive calendar years, not less than 35% of the Year's Maximum Pensionable Earnings. Provide new members with plan summary within 30 days of employment or, if enrolment is not immediate, at least 30 days before meeting eligibility. 	<p>yes</p> <p>yes</p> <p>yes</p>	<p>Pension Services records employee enrolments after they are processed by HR Benefits. Payroll ensures pension contributions deducted.</p> <p>There are no eligible employees in this category.</p> <p>Information is provided in the welcome letter, <i>Employee Benefit Handbook</i>, and within the <i>Understanding Your Plan</i> booklet on the Pension Services website.</p>
Remitting of Contributions <ul style="list-style-type: none"> Within 30 days of end of month Schedule of expected contributions submitted to fundholder (Northern Trust) within 30 days of start of year. Northern Trust monitors quarterly and would inform Pension Services if contributions are ever outside of thresholds. 	<p>yes</p> <p>yes</p>	<p>Contributions are remitted directly to the Plan's custodian by Payroll. Pension Services also regularly reviews pension contribution amounts collected and remitted to ensure accurate calculations for member and University contributions. Contribution adjustments are made as needed.</p> <p>2025 actual quarterly contributions were within 10% of expected.</p> <p>2026 schedule of expected contributions submitted to Northern Trust on January 30, 2026.</p>
Statement on Retirement <ul style="list-style-type: none"> Content meets regulatory requirements Issue on or before the later of 60 days of receipt of request or 120 days before pension commencement date 	<p>yes</p> <p>yes</p>	
Statement on Termination of Membership <ul style="list-style-type: none"> Content meets regulatory requirements Issue within 60 days after termination of employment 	<p>yes</p> <p>87%</p>	<ul style="list-style-type: none"> 99% of statements issued within 60 days when AOS provided on-time 88%: Advice of Separation (AOS) provided to Pension Services within 60-day window. 87%: Overall compliance. (2024: 83%)

Summary of primary requirements	Complies (yes/no)	Comments
ADMINISTRATION		
<ul style="list-style-type: none"> Allow a minimum of 90 days for member to exercise option 	yes	
Statement on Death Before Pension Commencement <ul style="list-style-type: none"> Content meets regulatory requirements Issue within 60 days of receipt of proof of death 	yes yes	
Payment of Termination Benefits <ul style="list-style-type: none"> Pay within 60 days of receipt of all required documentation Recalculate commuted value if more than 180 days has elapsed from effective date of calculation 	yes yes	
Spousal waivers <ul style="list-style-type: none"> Ensure waiver is on file for members who have a spouse and who designate someone other than a spouse as the beneficiary Ensure waiver is completed no more than 90 days before retirement for members who select an option that provides less than 60% spousal survivor benefits Ensure waivers note being witnessed outside presence of member 	yes yes yes	
Annual Statement to Members <ul style="list-style-type: none"> Content meets regulatory requirements Issue within 180 days after end of fiscal year 	yes yes	Also provide <i>Report to Members</i> annually Year ending 2024: completed June 2025 Year ending 2025: planned for June 2026
Annual Statement to Retired Members <ul style="list-style-type: none"> Content meets regulatory requirements Issue within 180 days after end of fiscal year 	yes yes	Also provide <i>Annual Report to Members</i> : Year ending 2024: completed June, 2025 Year ending 2025: planned for June 2026 Also provide <i>Annual Pension Increase and Confirmation of Pension Information Statement</i> each December.

Summary of primary requirements	Complies (yes/no)	Comments
Family Law Act <ul style="list-style-type: none"> Acknowledge forms within 30 days of receipt Provide information within 60 days of receipt Provide limited members with 30 days notice of transactions affecting the pension (e.g., retirement of member) Provide annual statements to limited members within 180 days after end of fiscal year 	yes yes yes yes	Also provide <i>Report to Members</i> annually
Pension Adjustments (PAs) <ul style="list-style-type: none"> Reported on employee T4s 	yes	PAs reported to Payroll to be included on employee T4s
Pension Adjustment Reversals (PARs) <ul style="list-style-type: none"> Report PARs to CRA within 60 days of quarter end, except for the 4th quarter, which is reported within 30 days of quarter end 	yes	
Past Service Pension Adjustments (PSPAs) <ul style="list-style-type: none"> Report to CRA as they arise 	yes	No purchase of service provisions.
Actuarial Valuation Report <ul style="list-style-type: none"> Prepared at intervals not exceeding 3 years, or upon request File within 270 days of review date 	yes	Last actuarial valuation performed as at December 31, 2022 and filed with BCFSA on August 10, 2023.
Records Retention <ul style="list-style-type: none"> Retain key documents from a member's file for at least 7 years after the final transaction, and a recorded summary of a member's file permanently thereafter Records retention policy and rules in place 	yes yes	
Annual Returns <ul style="list-style-type: none"> File Pension Standards "Pension Plan Annual Information Return" and CRA "Schedule 1" within 180 days after the end of the fiscal year Pay filing fees of \$8.35 for each active member and \$7.30 for each inactive member 	yes yes	Year ending 2024: filed June 25, 2025 Year ending 2025: to be completed/filed in June 2026.

Summary of primary requirements	Complies (yes/no)	Comments
FUNDING/ ACCOUNTING		
Audited Financial Statements <ul style="list-style-type: none"> Complete and file audited financial statements within 270 days after end of fiscal year 	yes	Year ending 2024: completed/filed with BCFSA June 25, 2025 Year ending 2025: tbd June 2026.
Contributions/Cashflow Monitoring <ul style="list-style-type: none"> Cash position sufficient Contributions in accordance with Plan documents/valuations 	yes yes	Cash needs reviewed monthly prior to making month-end payments to ensure sufficient cash, and source from appropriate investment if needed. Liquidity is considered when determining asset allocation. Payroll calculates/Pension Services validates each payroll.
Review Financial Status of Plan as needed	yes	With valuations and on approx.. basis with quarterly performance reports.

The following requirements are fulfilled by the Investments & Administration Committee or the Governance Committee:

Summary of primary requirements	Complies (yes/no)	Comments
GOVERNANCE		
Policies		
<ul style="list-style-type: none"> • A written governance policy that meets the prescribed criteria has been established in respect of the structures and processes for overseeing, managing and administering the plan 	yes	Updated in December 2025 to reflect new Responsible Investment policy, and minor updates to the risk management section.
<ul style="list-style-type: none"> • A written funding policy that meets the prescribed criteria has been established respecting funding objectives and the intended method for achieving those objectives 	yes	
<ul style="list-style-type: none"> • A written Statement of Investment Policies and Procedures that meets the prescribed criteria has been established in respect of the plan's portfolio of investments 	yes	
<ul style="list-style-type: none"> • The plan is administered in accordance with the policies 	yes	
Policy Reviews		
<ul style="list-style-type: none"> • Governance Policy: annually 	yes	Review completed in December 2025, policy approved by BOG in Feb 2026.
<ul style="list-style-type: none"> • Investment Policy: annually 	yes	Review completed in December 2025, policy approved by BOG in Feb 2026.
<ul style="list-style-type: none"> • Funding Policy: annually 	yes	Review completed in December 2025, with no material changes requiring BOG approval.
<ul style="list-style-type: none"> • Other 	N/A	
Triennial Plan Assessment		
Prepared at intervals not exceeding 3 years	yes	The most recent Plan Assessment was completed for year ended December 31, 2022. Next assessment is due in 2026.
Annual Service Provider Reviews		
<ul style="list-style-type: none"> • Auditor • Trustee/Custodian • Pension Consultant • Investment Consultants • Investment Managers • Legal Counsel 		Annual service provider review completed November 19, 2025. Cybersecurity report delivered November 19, 2025.

Summary of primary requirements	Complies (yes/no)	Comments
Committee Self-Assessments <ul style="list-style-type: none"> To be prepared annually from 2024 		2025 annual self-assessment completed April 3, 2025. 2026 self-assessment scheduled for April 13, 2026.
Legal/Regulatory updates <ul style="list-style-type: none"> Legislation is monitored; the plan's governing policies, administration and documents are compliant with any changes. 	yes	No substantive regulatory updates in 2025.
<ul style="list-style-type: none"> Regulatory guidance is monitored 	yes	

Summary of primary requirements	Complies (yes/no)	Comments
INVESTMENTS		
Statement of Investment Policies and Procedures <ul style="list-style-type: none"> Review Annually 	yes	(see Governance section above)
Monitor Investment Performance and Investment Managers	yes	PBI prepares quarterly reports; IAC meets with Investment Managers annually (biennially for Infrastructure Managers) Decision to increase JP Morgan infrastructure allocation by 2.5%, and to add a mortgages allocation, was made in 2025.
Monitor Compliance with SIPP <ul style="list-style-type: none"> Investment Restrictions Asset allocation within ranges Reporting received is appropriate Any conflicts identified/resolved 	yes yes yes yes	Compliance statements received from managers. Asset allocation reviewed monthly. No conflicts identified.




University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Finance Committee

For: Information

From: Kristi Simpson, Vice-President Finance and Operations 

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: University of Victoria Staff Pension Plan (the “Plan”)
Investment Performance Report for the Period ended March 31, 2026 and Financial
Position Update

Background

The Investments and Administration Committee (IAC) for the Plan reports semi-annually to the Board of Governance regarding the financial position of the Plan, investment performance and compliance of the investments with applicable documents and legislation. An update on each is provided below.

Summary

- The Plan remains fully funded on a going-concern basis, with solvency continuing to improve.
- Recent investment underperformance vs. benchmarks is largely explained by market concentration and the Plan’s deliberate risk-managed strategy.
- Asset allocation changes approved in January 2026 are being implemented as planned.
- The Plan remains compliant with all legislative and policy requirements.

Financial Position

The financial position of the Plan is measured formally by the Plan’s actuary, Willis Towers Watson (“WTW”), at least every three years through actuarial valuations that are filed with the pension regulators. The last formal valuation was completed as at December 31, 2022, and results were first shared with the Board of Governors at the September 2023 meeting. This

valuation showed a Going Concern (i.e. long-term assumptions with the Plan continuing indefinitely) funded ratio of approximately 114% and a Solvency funded ratio of approximately 85%.

The next formal actuarial valuation is due effective December 31, 2025, and is currently in progress and will be shared in Fall 2026. Preliminary results were presented to the IAC on May 13, 2026, showing that (i), the Plan remains fully funded on a Going Concern basis, and (ii) the Solvency ratio has improved. However, prior to finalizing the valuation, some additional analysis is being undertaken by the Plan’s actuaries as a result of new mortality tables that were released by the Canadian Institute of Actuaries in March 2026. If WTW recommends incorporating one of the new mortality tables, it will impact the Going Concern funded ratio. The Solvency ratio is not expected to change, as it is measured using different assumptions and tables.

Note that the ratios are dynamic with market movements and are monitored on an approximate basis quarterly by the IAC.

Investments

PBI Actuaries and Consultants (“PBI”), provides investment consulting services to the Plan’s IAC. PBI measures the investment performance of the Fund overall, its investment managers and asset classes. They then compare that performance against benchmarks set out in the Plan’s investment policies and a selection of generally comparable funds. PBI’s services also include commentary on manager performance and issues, updates on industry trends, investment issues, best practices, and legislative developments and their potential relevance to the Plan.

Most recently, PBI provided information regarding the current state of the markets, with indices being more concentrated than in the past, in terms of geographical market capitalization (e.g. US is now 70%+ of the world market) and certain individual stocks or sectors (e.g. Nvidia now has a market capitalization bigger than several European countries). This is impacting the relative performance of most active managers (i.e. not just the Plan’s managers) in comparison to market indices, as described further later in this memo.

The Plan’s investment managers invest in several different asset classes within the constraints and ranges established by the Statement of Investment Policies and Procedures (SIPP). In January 2026, the Finance Committee approved changes to the asset allocation following an asset-liability study completed in 2025. The recommended changes are in the process of being implemented. The table below shows the fund’s current asset mix as well as the long-term intended mix (as approved), which may take up to 2-3 years to reach given the time needed for investment managers to deploy capital into certain investments:

Asset Class	Current Target Allocation	Long-Term Target Allocation	Investment Managers
Global Equities	40%	37.5%	BCI, Pier 21/C WorldWide and Walter Scott

Fixed Income			
- Bonds	35%	25%	Phillips, Hagar and North (PH&N)
- Mortgages	0%	10%	tbd (Manager Search upcoming)
Real Estate	10%	10%	BCI/QuadReal
Infrastructure	15%	17.5%	Macquarie Infrastructure and JP Morgan Asset Management

The Fund’s market value of assets as of March 31, 2026 is \$380.4M (down from \$391.5M as of September 30, 2025) and asset allocations remain within the established allowable ranges for all asset classes. All investment managers are monitored carefully and regularly report to the Plan’s IAC on investment performance and strategy, responsible investing, and other important topics.

Performance Update

The attached Appendix 1 shows the Fund’s investment performance and relevant benchmarks for periods ended March 31, 2026. In summary, annualized performance is as follows:

	Total Fund performance (net of fees)	Total Fund Benchmark performance
1 year	0.6%	5.7%
4 year	4.1%	6.5%
10 year	6.2%	6.6%

Solid positive nominal returns from the Plan’s investments in recent years have contributed to an improved funded position, as noted earlier in this memo. However, more recently we have seen underperformance from some of the Plan’s managers in comparison to the broad market benchmarks. More specifically, while the Plan’s fixed income and infrastructure investment managers have been quite consistent in beating their benchmarks, global equity performance was impacted by the market favouring momentum and growth versus the Plan’s approach of generally selecting quality companies that are expected to provide stable returns across a longer period. For the Plan’s real estate investments, underperformance relative to an inflation-linked benchmark was driven in part by declining valuations and high levels of inflation in recent years.

It is notable that in the last couple of years, equity markets have become increasingly concentrated in a smaller number of stocks and sectors. Technology stocks (including the “Magnificent Seven” – Nvidia, Apple, Microsoft, Alphabet, Amazon, Meta and Tesla) now represent a significant part of world equity markets, and they continued to influence equity market performance with strong returns, supported by growth in artificial intelligence and strong corporate earnings. Additionally, commodities, such as gold, benefited from ongoing geopolitical uncertainty, central bank buying and investor demand for safe-haven assets.

With a smaller exposure to these areas than the broader market, the Plan did not fully benefit from those gains. However, this positioning is intentional by our managers, as these sectors

can experience sharp price swings. By limiting exposure, the managers aim to reduce volatility and protect against potential downturns. While giving up some upside during periods when those areas performed strongly, we remained consistent with a strategy focused on diversification, risk management and steadier long-term results rather than short-term performance swings. As noted in prior reports, in the current environment, many active equity managers have struggled to keep up with the broader market benchmarks for similar reasons.

The IAC is closely monitoring all managers, alongside the Plan's investment consultant, to ensure performance and the strategies are progressing as expected. The IAC is currently reviewing its overall equity investment structure to confirm whether the Plan's current approach remains optimal in the current environment. Further, one of the global equity managers, BCI, is under additional review in light of recent changes to the portfolio management team for the fund in which the Plan invests, as well as a significant decrease in the size of the fund by BCI. An update will be provided to the Finance Committee if any changes are deemed necessary following these reviews.

Compliance

The university remains in compliance with the provisions of the Plan, *BC Pension Benefits Standards Act*, and the *Income Tax Act* relating to the investment of the Fund.

Planned Further Action

The next update of this information is scheduled for later this year, once September 30, 2026 financial performance information is available, and once the final actuarial valuation results are available from the triennial funding valuation.

Basis for Jurisdiction

University of Victoria Staff Pension Plan Governance Policy, Appendix A (Duties of the Investments and Administration Committee, Section 4)

Attachment

Appendix 1: Excerpt from PBI's University of Victoria Staff Pension Plan - Performance Monitoring Report as of September 30, 2026.

Appendix 1
University of Victoria Staff Pension Plan
Performance as of March 31, 2026

Return Summary

	3 Months	1 Year	2 Years	3 Years	4 Years	10 Years
Total Plan Return (Net of Fees)	-0.9%	0.6%	3.7%	5.8%	4.1%	6.2%
Asset Mix Benchmark	-0.2%	5.7%	7.6%	9.0%	6.5%	6.6%
Value Added (Net of fees)	-0.7%	-5.1%	-3.9%	-3.2%	-2.4%	-0.4%
Traditional Balanced Fund (Net of Fees) ¹	0.8%	14.6%	13.1%	12.6%	8.6%	7.8%



Staff Pension Plan
– Manager Value Add (net of fees)

Returns (Net of Fees)	4 Year Period		Comments
	Value Added	Met Target?	
Total Plan <i>Asset Mix Benchmark</i>	-2.4%	No	The Plan has underperformed the Asset Mix Benchmark net of fees over four years, primarily due to global equity and real estate underperformance relative to their respective benchmarks.
BCI Global Equities <i>MSCI World</i>	-3.9%	No	BCI Global Equity has underperformed the MSCI World (MSCI World ex Canada prior to June 2023) benchmark after fees.
Walter Scott Global Equity <i>MSCI World</i>	N/A	N/A	The Plan made its initial investment in Walter Scott Global Equities in June 2023.
C WorldWide Global Equity <i>MSCI World</i>	N/A	N/A	The Plan made its initial investment in C WorldWide Global Equities in March 2024.

Returns (Net of Fees)	4 Year Period		Comments
	Value Added	Met Target?	
PH&N Fixed Income <i>UVic - Fixed Income BM²</i>	1.7%	Yes	\$46.8 million is invested in PH&N Enhanced PRISM Long Fund, while \$83.4 million is invested in PH&N Core Plus Bond Fund as of March 31, 2026.
BCI Real Estate <i>CPI + 4.0%</i>	-9.0%	No	BCI's -1.9% 4-year net performance is lower than peers and has significantly underperformed the CPI + 4% benchmark after fees.
Infrastructure <i>CPI + 5.0%</i>	6.4%	Yes	
JP Morgan Infrastructure ¹ <i>CPI + 5.0%</i>	4.1%	Yes	JP Morgan Infrastructure has outperformed its benchmark over 4 years. The Plan switched from the US Dollar unhedged vehicle to the Canadian Dollar hedged vehicle on July 1, 2025.
Macquarie Infrastructure <i>CPI + 5.0%</i>	9.1%	Yes	The initial capital call for MGECO was made in early September 2024 and for MGETS in late November 2024. Macquarie IRRs for existing funds are in excess of CPI+5% since inception.




University
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SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Finance Committee

For: Decision

From: Kristi Simpson, Vice-President Finance & Operations 

cc: President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: Collection and Remission of Student Fees for the University of Victoria Students' Society (UVSS)

Recommendation:

THAT the Finance Committee recommend to the Board of Governors that the Board of Governors collect and remit the fees as approved by the UVSS members and as outlined in the letter of March 30, 2026 from the Director of Finance and Operations of the UVSS, to the Associate Vice-President Student Affairs.

Background:

The attached letter confirms fee details for the 2026 fall semester. The specific changes to individual UVSS fees from the outlined Fall and Winter terms last fiscal year are highlighted in yellow as per the attached letter.

Basis for Jurisdiction: University Act 27.1

Attachment(s):

Letter dated March 30, 2026 from Michael Caryk, Director of Campaigns and Community Relations to Jim Dunsdon, Associate Vice-President Student Affairs.



March 30th, 2026

Jim Dunsdon
Associate Vice-President Student Affairs
University of Victoria

Dear Jim Dunsdon,

I am authorized by the Bylaws of the University of Victoria Students' Society (UVSS) to send this notice to the University of Victoria with regard to the collection and remission of student fees in accordance with the University Act and to make the certifications and representations contained in this notice.

This purpose of this letter is to officially confirm the UVSS Fees for the 2026 Fall Semester. There are specific changes to individual UVSS fees from the outlined Fall and Winter terms last fiscal and there is an update to the extended enhanced Health and Dental plans starting in the Fall of 2026. As there was several successful referenda during the last election including a referenda where UVSS fees going forward will increase annually by inflation there will be an increase to fees every year going forward. Any changes to previous letter are highlighted in yellow.

All membership fees are set through a referendum as required by the University Act and the UVSS Bylaws.

As set by a majority of the members of the UVSS who voted in previous referenda over the years, I certify that the **UVSS membership fees for the 2026 Fall semester are as follows:**

Fee	Amount
UVSS Fee Fall 2026	\$92.12 for full-time students and \$46.06 for part-time students each semester
Universal Bus Pass	\$81.00 per semester
Extended Health Plan	\$229.73 per year for students taking at least 3.0 on-campus credit in the fall semester and \$153.15 (2/3) for students taking at least 3.0 on-campus credits in the spring semester but not assessed \$229.73 in the fall semester
Dental Plan	\$229.73 per year for students taking at least 3.0 on-campus credits in the fall semester and \$153.15 (2/3) for students taking at least 3.0 on-

	campus credits in the spring semester not assessed \$229.73 in fall semester
--	-------------------------------------------------------------------------------------

The basic plan for both dental or extended health is also changed and will to be **\$159.86** for students taking 3.0 on-campus credits in the fall and **\$106.57** (2/3 cost of full) for basic coverage for students taking 3.0 on-campus credits in the spring semester and not assessed in the fall. The University will assess all students at the enhanced rate and the UVSS/Studentcare will facilitate an opt down to the basic rate or an opt out altogether for either or both the extended Health and Dental plans.

The fees for the Professional Development Unions have been assessed as the following:

Fee	Amount
Commerce Student Society	\$50.00 per semester for Commerce Students
Engineering and Computer Science Student Society	\$30.00 per semester for full-time Engineering students registered in on campus classes
Education Student Association	\$7.50 per semester for students registered in Education
Law Student Society	\$180 per semester for full-time Law students and \$100 per semester for part-time Law students.

All students, including co-op and distance students, in 3.0 credits or more are assessed Health and Dental Plan fees. Distance and co-op students are not automatically enrolled but may choose to opt-in to the U-Pass.

The credit requirement for the assessment of each fee remains the same as in the previous academic year.

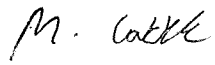
I hereby certify that the UVSS has made available to its members annual audited financial statements.

The University Act and the Bylaws of the UVSS require that these fees will be applied to all undergraduate students including distance and co-op students.

We expect no changes to policies or practices in relation to fee collection, including the appearance of the fee statement, the method and timeliness of the collection and the penalties imposed on those students who fail to pay their fees, except as otherwise stated in this letter.

See Appendix 'A' for a specific breakdown of the University of Victoria Student's Society Fee.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Caryk". The signature is fluid and cursive, with the first letter "M" being particularly large and stylized.

Michael Caryk
Director of Campaigns and Community Relations

Copy: Lori Hunter
Director, Student Awards and Financial Aid

Tory Hastings
Manager, Manager Tuition Fees

Rhonda Ljunggren
Office of the Vice-President Finance and Operations

Appendix "A"

Fee Type	2026 Fall Semester (Full-Time)	2026 Fall Semester (Part-Time)
Student Association Fee (Society Operations)	34.46	17.232
Canadian Fed. of Students Fee-BC	N/A	N/A
Student Newspaper Fee	5.9	2.95
Student Union Building Fee	4.36	2.18
Dr Ewing Memorial	4.36	2.18
Medical/Dental Fee	No Fees Assessed in Summer Semester	No Fees Assessed in Summer Semester
Misc. Fees (list each separately)		
- CFUV	5.13	2.565
- Clubs and Course Unions/Travel Pool	3.59	1.796
- Constituency Organisations	2.05	1.026
- Daniel Jacobs Bursary	0.51	0.257
- Day Care Assistance Fund	1.03	0.513
- Food Bank	2.31	1.154
- International Student Award	0.51	0.257
- Native Students' Union	2.57	1.283
- Disability Advocacy	3.08	1.539
- Ombudsperson	1.54	0.77
- Anti-Violence Project	4.1	2.052
- UVSP	1.33	0.667
- Gender Empowerment Centre	2.05	1.026
- WUSC	2.57	1.283
- Pride	2.05	1.026
- Community Gardens	4.62	2.309
- Events	0.51	0.257
- Elections	0.41	0.205
- Campaigns	0.51	0.257
- Students of Colour Collective	1.54	.77
- Peer Support Centre	1.03	.513
- Uni 101(No longer being collected)	N/A	N/A
	\$92.12	\$46.06



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 14, 2026

To: Operations and Facilities Committee

For: Decision

From: Elizabeth Croft, Vice-President Academic and Provost

A handwritten signature in black ink, appearing to read "Elizabeth Croft".

CC: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: Revisions to the Procedures for the Appointment and Review of the Associate Dean of Social Sciences (GV0645)

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the recommended revisions to the Procedures for the Appointment and Review of the Associate Dean of Social Sciences (GV0645) as outlined in the attached.

Background:

The Faculty of Social Sciences last revised its procedures on the appointment and review of associate deans in May 2004. In addition to the need to address changes to academic governance that have occurred in the last two decades, Social Sciences now has two associate dean positions (academic as well as research and graduate studies) that this policy covers. Additionally, with the recent disestablishment of the Faculty of Human and Social Development, Social Sciences now includes the School of Indigenous Governance and the School of Public Administration. The revisions ensure all units are represented in the selection and appointment of associate deans.

In consultation with Social Sciences' chairs and directors, the dean has incorporated several changes to the procedures, including having one faculty representative from each unit without articulating the number of units; a provision for a secret ballot; and the expectation of a presentation from candidates as part of the process.

The proposed revision also modifies the ratification requirement for the appointment of an acting associate dean from six months to one year, as is the case in the Graduate Studies' policy (GV0635). This provision was discussed and unanimously supported by the chairs, directors and Faculty Council. The proposed revision reflects the nature of acting appointments and operational realities: six months may not be sufficient for an acting appointment to fulfill its purpose, and the willingness of capable colleagues to step into acting roles is already fragile. Requiring ratification for what is, by definition, a temporary appointment introduces a degree of professional risk that many otherwise willing candidates decline to accept. The ratification process for associate deans appointed to the full term of office remains unchanged.

Additional rationale and changes are summarized in the attached memo to Senate.

Previous Consultation:

The revised procedures were approved by Social Sciences' Faculty Council on November 26, 2025. Following that approval, as required by Section 8.5 and Appendix A of the Collective Agreement, the procedures were reviewed by the Faculty Association. Senate approved the revisions at their May 8, 2026 meeting and recommended to the Board of Governors that it also approve the revisions.

Planned Further Action:

If approved, the revised procedures will be posted on the University Secretary's website and communicated to the Faculty of Social Sciences.

Basis for Jurisdiction: University Act section 27(2)(f)(g)
Policy on University Policies and Procedures (GV0100)
Collective Agreement with the Faculty Association
Policy GV0645

Attachment(s):

Memo to Senate dated April 22, 2026
Proposed revisions to GV0645 (tracked changes and clean versions)



Memo

TO: Senate and Board of Governors

FROM: Lois Harder, Dean, Social Sciences

DATE: April 22, 2026

RE: Procedures for the Appointment and Review of Associate Dean(s) in Social Sciences the Faculty of Social Sciences (GV 0645)

Purpose

The Faculty of Social Sciences last revised its policy on the appointment and review of associate deans in May 2004. In addition to the need to address changes to academic governance that have occurred in the last two decades, Social Sciences now has two associate dean positions (associate dean academic and associate dean research and graduate studies) that this policy addresses. Additionally, Social Sciences has also recently expanded with the inclusion of the Schools of Indigenous Governance and Public Administration. This policy revision is designed to ensure the representation of all units in the Faculty in the selection of associate deans, and to address the contemporary opportunities and challenges of Faculty governance.

The attached policy has received robust consideration from chairs and directors in the Faculty and has been approved by Faculty Council on November 26, 2025. Following that approval, as required by Section 8.5 and Appendix A of the Collective Agreement, the policy was reviewed by the Faculty Association. I have also consulted with Faculty Relations and with the University Secretary.

In consultation with Social Sciences' Chairs and Directors, I have incorporated a number of suggested changes into the procedures document. Specifically, we have



- stated that there will be one faculty representative from each unit without articulating the number of units;
- included provision for a secret ballot;
- provided that candidates will offer a presentation as part of their interview process.

This policy reflects existing practice in a number of Faculties with some distinctive Social Sciences elements. These elements include:

Size and Composition of the Committee:

Social Sciences has a culture of enabling unit autonomy to the extent possible. In the context of choosing nominees to participate on the associate dean selection committee, each unit is empowered to undertake that process on its own terms. Chairs may nominate a candidate directly, solicit volunteers, and/or hold an election. The language of chair nomination does not preclude a department from mobilizing an internal election process should they wish to do so. The aim is to enable unit flexibility to devise their own procedures.

I note that different Faculties constitute their selection processes in different ways. In Science, there is no election. Instead, all chairs serve on the selection committee. In Humanities, each chair nominates a member to stand for election and the Faculty elects five people to serve (out of nine units). In Engineering, only two faculty members serve on the committee and are elected. In Education, each department elects a representative and two additional faculty members are elected by the Faculty. In Fine Arts, each department elects a faculty member.

With regard to ensuring equity, Social Sciences' proposed language around equity training mirrors existing language in Humanities (GV0600, 4.0), Science (GV0655, 2.2) and Engineering (GV0625, 1.3).

Procedures for the Search Committee (including Section 13):

We have now included a secret ballot and simple majority vote in the policy. We have also included an expectation that new candidates will make a presentation to the selection committee to parallel the process for an incumbent.

Acting Associate Dean:





Undoubtedly, the most controversial element of the proposed policy is the provision that removes ratification from the appointment of an acting associate dean for a term of up to one year. To be clear, the ratification process for Associate Deans appointed to the full term of office remains unchanged. This provision was explicitly discussed by Social Sciences chairs and directors and by Faculty Council and was unanimously supported. Moreover, the Faculty is deeply committed to collegial governance. The proposed revision does not diminish that commitment: it applies it more appropriately to the nature of acting appointments.

The case for extending the unratified period to twelve months rests on a straightforward operational reality: six months may not be sufficient for an acting appointment to fulfill its purpose. Acting appointments arise most commonly in two situations: when an incumbent Associate Dean takes an extended leave, such as an administrative leave or medical leave, and when an unanticipated vacancy requires immediate continuity of leadership. In both cases, the need is defined not by the pace of an administrative process but by the underlying circumstance: an administrative leave of twelve months in duration, or an unanticipated vacancy may require sustained interim leadership while the Faculty and the member determine the appropriate path forward.

The willingness of capable colleagues to step into acting roles is already fragile. These are demanding positions accepted at some personal and professional cost. Requiring ratification for what is, by definition, a temporary appointment in support of a colleague on leave introduces a degree of professional risk that many otherwise willing candidates will reasonably decline to accept. The consequence is not a more democratically accountable process; it is a smaller and more reluctant pool of candidates, and ultimately a Faculty less able to support both its leaders and the colleagues who stand in for them.

Motion: That Senate approve, and recommend that the Board of Governors also approve, the revised *Procedures for the Appointment and Review of Associate Dean of Social Sciences* (GV0645).





PROCEDURES FOR THE APPOINTMENT AND REVIEW OF THE ASSOCIATE DEANS OF SOCIAL SCIENCES

University Policy No.: GV0645
Classification: Governance
Approving Authority: Board of Governors
Effective Date: ~~T B D~~ May/04
Supersedes: May/00-2004-
Last Editorial Change:
Mandated Review:

~~If the Faculty of Social Sciences should wish to have an Associate Dean, the following procedures will apply.~~

Purpose

~~1.00 The following procedures define the method by which the appointment, or review and reappointment, of the Associate Deans (Faculty of Social Sciences) will be conducted.~~

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Scope

~~2.00 These procedures apply to the appointment of a new Associate Dean, the review and reappointment of an incumbent, and to the appointment of an Acting Associate Dean. An Acting Associate Dean is not considered an incumbent.~~

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~~4.00 Responsibilities of the Search Committee~~

Procedures

~~Responsibilities of the Search Committee~~

~~3.0 Equity—The University of Victoria is committed to employment equity. Faculties are strongly encouraged, where possible, to strike a Search Committee including representation from the ~~four designated groups: women, aboriginal peoples, persons with disabilities and members of visible minorities.~~ Equity seeking groups. During the selection process, the Committee should acquaint itself with human rights requirements, University equity and harassment policies, the Faculty's equity plans, and include equity issues in its consideration of criteria for the position. Postings for the position shall include an employment equity statement encouraging applicants from ~~the four designated equity deserving groups~~ groups. ~~The Chair of the Committee is encouraged to consult the Equity Office for advice and support in running a fair and equitable search process. All members of the committee are expected to complete EQHR's equity training for hiring committees and supply their certificate of completion to the Chair of the Committee in in advance of the first meeting.~~~~

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~~4.1~~

~~2.1~~

~~4.22.2 Confidentiality.~~ ~~4.0~~ Deliberations of the Committee shall be confidential. A person who has breached confidentiality shall be subject to sanction by the Chair up to and including dismissal from the Committee and forfeiture of constituency representation. Members should respond to general questions on the Committee's progress by referencing procedural decisions of the Committee as recorded in the minutes. At no point is it appropriate to reference opinions or individual comments voiced at meetings.

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~~FOIPOP 5.0~~ Documentation received by the Committee during its deliberations is confidential. Personal information is protected by the B.C. Freedom of Information and Protection of Privacy Act and by the University of Victoria's Protection of Privacy Policy (GV0235) and its associated policies.

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~~1.3~~

~~1.4~~ ~~6.00 Consultation.~~ Members of the Committee shall be responsible for seeking information from their constituencies and keeping them advised of the process.

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~~2.00~~ Size and Composition of the Search Committee

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7.00 In the appointment of an Associate Dean of Social Sciences, the Dean of Social Sciences shall establish a Search Committee consisting of:

~~five regular Faculty members elected by the members of the Faculty (no more than one from any academic unit, including, at least one woman, and another representative from one of the four designated equity groups)~~ full professor (research or teaching stream); one associate professor (research or teaching stream) and one assistant professor (research or teaching stream). Each unit will discuss internally, and the chair or director will nominate one member from their unit.

(1); one staff member elected by and from the CUPE and PEA members in the Faculty,

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(1) one graduate student in the Faculty of Social Sciences selected by the GSS;

(1) one undergraduate student in the Faculty selected by the UVSS;

~~2.4~~ (1) and the Dean of the Faculty of Social Sciences as Chair.

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~~Representation from the designated equity groups may require moving successively down the list of candidates.~~

~~If the required two members from the designated equity groups are not elected, the Faculty Committee or Committees shall make the appointment(s) necessary to fulfill the requirements contained in paragraph 2.1 above.~~

~~3.00~~ Procedures for the Search Committee

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~~3.1~~ 8.00 The Committee members will familiarize themselves with the duties of the position and establish the criteria for the position.

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~~9.0.0~~ The Committee will invite applications and nominations for the position from regular members of the Faculty shall determine if the incumbent wishes to seek a further term; if so, the Committee shall proceed as outlined under the review and reappointment of incumbent section of these procedures.

~~3.2~~ 10.00 If the incumbent does not wish to seek reappointment, the Committee shall invite applications and nominations for the position from tenured regular members of the Faculty.

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3-3 11.00 The Committee shall not give any substantive consideration to the suitability of any person for the position unless the Committee shall have received clear evidence that the person has agreed to be considered as a candidate by the Committee.

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12.00 Prospective candidates will submit a CV and a statement of interest (1000 words max) that outlines their intentions and suitability for the position.

13.00 The Committee will gather relevant information about the applicants, will short-list candidates, interview stronger candidates, and make a recommendation for appointment of a candidate for the position. The interview shall include a presentation to the Committee outlining their projected leadership in the context of the criteria established for continuation in the position.

14.00 The committee will review all relevant information and reach a decision by secret ballot on a recommendation by simple majority vote.

Review and Reappointment of an Incumbent

15.0 After reviewing the criteria established for the position, if the incumbent elects to stand for a consecutive term, the Committee shall determine through the following steps whether or not to recommend the reappointment.

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The past performance of the incumbent shall be assessed in the context of the Faculty's future directions. Material to be examined by the Committee shall include

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- an updated curriculum vitae;
- the criteria established as part of the search process;
- a self-assessment by the candidate of their goals and accomplishments over their previous term (1000 words max);
- the results of consultation with the departments; and
- the University's associate dean annual assessment rubric

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15.01 The incumbent shall be invited to make a presentation to the Committee outlining their projected leadership in the context of the criteria established for continuation in the position.

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16.0 The Committee shall interview the candidate.

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17.0 The Committee shall review all evidence and reach a decision by secret ballot on a recommendation on reappointment by simple majority vote.

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4.00 Ratification Procedures.

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4.1 18.00 Regular faculty members in Social Sciences must vote to ratify the appointment. The candidate recommended by the Committee must be acceptable to 60 per cent of the Faculty members voting.

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5.00 Acting Associate Dean

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19.00 If required for six-twelve months or less, an Acting Associate Dean shall be nominated by the Dean after consultation with the Chairs/Director of the Faculty of Social Sciences.

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If the Acting Associate Dean is to serve for more than ~~six~~twelve months, the procedures shall be those used to appoint an Associate Dean.

~~6.00~~ Length of Service

20.00 The maximum length of continuous service will normally be two terms, each term having a maximum of five years.

~~7.00~~ Incumbency

~~In the case of an incumbent Associate Dean seeking a second term, a review for reappointment shall be conducted (see Section 3.4) before proceeding to an open internal search. A positive review should culminate in the normal ratification ballot. If the incumbent does not wish to be considered, or if after completing the review described in Section 3.4 the Committee decides not to recommend the incumbent for a second term, the Committee shall seek another internal candidate and inform the Faculty of its decision.~~

Authorities and Officers

21.0 The authorities and officers for this policy are:

- (i) Approving Authority: Senate and Board of Governors
- (ii) Designated Executive Officer: Vice-President Academic and Provost
- (iii) Procedural Authority: Senate and Board of Governors
- (iv) Procedural Officer: Vice-President Academic and Provost

Related Policies and Documents

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**PROCEDURES FOR THE
APPOINTMENT AND REVIEW OF
ASSOCIATE DEANS OF SOCIAL
SCIENCES**

University Policy No.: GV0645
Classification: Governance
Approving Authority: Board of Governors
Effective Date: TBD
Supersedes: May 2004
Last Editorial Change:
Mandated Review: TBD

Purpose

- 1.00 The following procedures define the method by which the appointment, or review and reappointment, of the Associate Deans (Faculty of Social Sciences) will be conducted.

Scope

- 2.00 These procedures apply to the appointment of a new Associate Dean, the review and reappointment of an incumbent, and to the appointment of an Acting Associate Dean. An Acting Associate Dean is not considered an incumbent.

Procedures

Responsibilities of the Search Committee

- 3.00 The University of Victoria is committed to employment equity. Faculties are strongly encouraged, where possible, to strike a Search Committee including representation from equity deserving groups. During the selection process, the Committee should acquaint itself with human rights requirements, University equity and harassment policies, the Faculty's equity plans, and include equity issues in its consideration of criteria for the position. Postings for the position shall include the University's approved equity statement encouraging applicants from equity deserving groups. All members of the committee are expected to complete EQHR's equity training for hiring committees and supply their certificate of completion to the Chair of the Committee in advance of the first meeting.
- 4.00 Deliberations of the Committee shall be confidential. A person who has breached confidentiality shall be subject to sanction by the Chair including dismissal from the Committee and forfeiture of constituency representation. Members should respond to general questions on the Committee's progress by referencing procedural decisions of the Committee as recorded in the minutes. At no point is it appropriate to reference opinions or individual comments voiced at meetings.
- 5.00 Documentation received by the Committee during its deliberations is confidential. Personal information is protected by the B.C. Freedom of Information and Protection of Privacy Act and by the University of Victoria's Protection of Privacy Policy (GV0235) and its associated policies.
- 6.00 Members of the Committee shall be responsible for seeking information from their constituencies and keeping them advised of the process.

Size and Composition of the Search Committee

7.00 In the appointment of an Associate Dean of Social Sciences, the Dean of Social Sciences, or delegate, shall establish a Search Committee consisting of:

no more than one faculty member from any academic unit, including at least one full professor (research or teaching stream); one associate professor (research or teaching stream) and one assistant professor (research or teaching stream). Each unit will discuss internally, and the chair or director will nominate one member from their unit.

- (1) one staff member elected by and from the CUPE and PEA members in the Faculty;
- (1) one graduate student from a unit within the Faculty of Social Sciences selected by the GSS;
- (1) one undergraduate student in the Faculty of Social Sciences selected by the UVSS; and
- (1) the Dean of the Faculty of Social Sciences, or delegate, as Committee Chair.

Procedures for the Search Committee

8.00 The Committee members will familiarize themselves with the duties of the position and establish the criteria for the position.

9.00 The Committee shall determine if the incumbent wishes to seek a further term; if so, the Committee shall proceed as outlined under the review and re-appointment of incumbent section of these procedures.

10.00 If the incumbent does not wish to seek reappointment, the Committee shall invite applications and nominations for the position from tenured regular members of the Faculty.

11.00 The Committee will not give any substantive consideration to the suitability of any person for the position unless the Committee has received clear evidence that the person has agreed to be considered as a candidate by the Committee.

- 12.00 Prospective candidates will submit a CV and a statement of interest (1000 words max) that outlines their intentions and suitability for the position.
- 13.00 The Committee will gather relevant information about the applicants, will short-list candidates, interview stronger candidates, and make a recommendation for appointment of a candidate for the position. The interview shall include a presentation to the Committee outlining their projected leadership in the context of the criteria established for continuation in the position.
- 14.00 The Committee will review all relevant information and reach a decision by secret ballot on a recommendation by simple majority vote.

Review and Reappointment of an Incumbent

- 15.00 After reviewing the criteria established for the position, if the incumbent elects to stand for a consecutive term, the Committee shall determine through the following steps whether or not to recommend the reappointment.

The past performance of the incumbent shall be assessed in the context of the Faculty's future directions. Material to be examined by the Committee shall include

- an updated curriculum vitae;
- the criteria established as part of the search process;
- a self-assessment by the candidate of their goals and accomplishments over their previous term (1000 words max);
- the results of consultation with the departments; and
- the University's associate dean annual assessment rubric

- 15.01 The incumbent shall be invited to make a presentation to the Committee outlining their projected leadership in the context of the criteria established for continuation in the position.
- 16.00 The Committee shall interview the candidate.
- 17.00 The Committee shall review all evidence and reach a decision by secret ballot on a recommendation on reappointment by simple majority vote.

Ratification Procedures

- 18.00 Regular faculty members in Social Sciences must vote to ratify the appointment or reappointment. The candidate recommended by the Committee must be acceptable to 60 per cent of the Faculty members voting.

Acting Associate Dean

- 19.00 If required for twelve months or less, an Acting Associate Dean shall be nominated by the Dean after consultation with the Chairs/Directors of the Faculty of Social Sciences. If the Acting Associate Dean is to serve for more than twelve months, the procedures shall be those used to appoint an Associate Dean.

Length of Service

20.00 The maximum length of continuous service will normally be two terms, each term having a maximum of five year

Authorities and Officers

21.00 The authorities and officers for this policy are:

- (i) Approving Authority: Senate and Board of Governors
- (ii) Designated Executive Officer: Vice-President Academic and Provost
- (iii) Procedural Authority: Senate and Board of Governors
- (iv) Procedural Officer: Vice-President Academic and Provost

Related Policies and Documents



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Operations and Facilities Committee

For: Decision

From: Robina Thomas, Acting President and Vice-Chancellor

A handwritten signature in blue ink that reads "R Thomas".

Meeting Date: May 26, 2026

Subject: Revisions to the Resolution of Non-Academic Misconduct
Allegations Policy (AC1300)

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the recommended revisions to the Resolution of Non-Academic Misconduct Allegations Policy AC1300 as outlined in the attached.

Background:

The Resolution of Non-Academic Misconduct Allegations (Policy AC1300) outlines the activities and behaviours that constitute student non-academic misconduct; the processes for submitting, investigating and resolving allegations of non-academic misconduct; and the rights and responsibilities of those involved in non-academic misconduct proceedings.

The University of Victoria is seeking approval on revisions to AC1300 to align it with current practices and stakeholder feedback. These revisions, which expand on and are supplementary to the interim policy revisions approved by the Board on June 24, 2025, are summarized in the attached memo to Senate. They include changing the name to the Student Non-Academic Misconduct Policy.

Previous Consultation:

As the office responsible for managing student conduct specific to AC1300, the Office of Student Life (OSL) consulted faculty, staff and students over the course of 18 months to support the policy review. A list of those consulted is included in the attached materials. Senate was consulted at their April 10, 2026 meeting and approved the revised policy at their May 8, 2026 meeting.

Planned Further Action:

If approved, the revised policy will be posted on the University Secretary’s website and communicated to faculty, staff and students. To support the rollout, and in response to student feedback, OSL will provide clearer definitions on student-facing websites; develop new tools and resources for respondents, complainants and witnesses; expand outreach and tabling efforts to increase visibility and role clarity; and collaborate with units to enhance campus understanding of the policy.

Basis for Jurisdiction: University Act section 27(2)(x)
Policy on University Policies and Procedures (GV0100)
Policy AC1300

Attachment(s):

Memo to Senate dated April 22, 2026
Proposed revisions to AC1300 (tracked changes and clean versions)
Memo summarizing Student Engagement
Memo on Provisional Administrative Measures



memo

To: Members of Senate
From: Dr. Robina Thomas, Acting President and Vice-Chancellor *R Thomas*
CC: Jim Dunsdon, Associate Vice- President, Student Affairs
Date: April 22, 2026
Re: **Proposed Revisions to Student Non-Academic Misconduct Policy (AC1300)**

The University of Victoria is seeking approval from Senate on proposed revisions to the Student Non-Academic Misconduct Policy (AC1300) to align it with current practices and stakeholder feedback. These revisions expand on and are supplementary to the interim revisions to AC1300 approved by Senate on June 6, 2025.

Background

Policy AC1300 outlines the activities and behaviours that constitute student non-academic misconduct; the processes for submitting, investigating and resolving allegations of non-academic misconduct; and the rights and responsibilities of those involved in non-academic misconduct proceedings.

The Office of Student Life (OSL), as the office responsible for managing student conduct specific to AC1300, consulted faculty, staff and students over the course of 18 months to support their review of this policy. Several key themes emerged from the consultation.

Consultation Process

OSL conducted multiple rounds of consultations on AC1300 as part of this policy update.

- First round of consultation: **January–March 2025** (includes feedback sessions and focus groups)
- Consultation specifically focussed on harm reduction and the Good Samaritan Policy: **March–June 2026**
- Review of feedback and drafting updated policy language: **August–December 2026**
- Second round of consultation: **January–March 2026** (includes review of proposed language)
- Consultation with Senate: **April 10, 2026**

Full list of faculty, staff and students consulted by OSL in policy review:

- Campus Security
- Centre for Accessible Learning
- Co-operative Education and Career Services
- Continuing Studies
- Equity and Human Rights
- Faculty of Law
- Faculty Relations and Academic Administration
- General Counsel
- Graduate Students' Society (GSS)
- Human Resources
- Hard Law
- Indigenous and Academic Community Engagement
- International Centre for Students
- Native Students Union
- Office of the Registrar and Enrolment Management
- Ombudsperson
- Privacy and Access to Information Office
- Public Affairs
- Residence Services
- Student Wellness Centre
- Students
- Special Advisor to the Provost on Overdose Prevention and Harm Reduction
- University of Victoria Students' Society (UVSS)
- University Secretary's Office
- University Systems
- Vice-President Indigenous
- Wellness, Recreation and Athletics

Summary of Feedback Received

Theme 1: Clarity on the alignment between AC1300 and unit-specific mechanisms and processes to manage student conduct that arises in specific contexts (e.g., Residence, the First Peoples House, Student-Athlete Code of Conduct, etc.).

Those consulted sought clarity on when non-academic misconduct concerns should be escalated to OSL rather than managed by units using tools like the Residence Contract or the Student Athlete Code of Conduct. Additionally, some stakeholders requested clarity about when issues relating to discrimination, harassment, or sexualized violence were managed under AC1300 and when they were managed under either the Discrimination and Harassment Prevention and Response Policy (GV0205) or the Sexualized Violence Prevention and Response Policy (GV0245).

Theme 2: Management of student behaviour during a resolution process.

Stakeholders noted that, at present, the only mechanisms to impose temporary measures to mitigate interactions and/or manage impacts to the university community while an investigation is ongoing under AC1300 is through the application of the interim measures outlined in the Response to At-Risk Behaviour (SS9125) policy. However, as stakeholders noted, the application of interim measures under SS9125 is intended to mitigate safety risks during emergencies, which can be inappropriate, and procedurally unfair, when used in non-emergency contexts.

Theme 3: The framing of “dangerous and disruptive behaviour” as an example of non-academic misconduct.

Feedback suggested that the “dangerous and disruptive behaviour” category was overly broad and often led to unintended conflation of the concepts of dangerous and disruptive (i.e. behaviours that are disruptive are not always dangerous). Feedback consistently recommended that these two examples be separated to allow for a more robust understanding of each example.

Summary of Proposed Changes

OSL is proposing the following changes to AC1300 to reflect the feedback received during consultations.

- Expanding and clarifying the policy's guiding principles to better reflect and align with the practices that inform the university's approach to resolving non-academic misconduct allegations.
- Expanding the definition of a Student within the policy to include students in the Division of Continuing Studies, to broaden the applicability of the policy.
- Clarifying the scope of the policy in relation to online behaviours and in relation to UVSS and GSS activities.
- Clarifying the types of behaviour that constitute non-academic misconduct, including distinguishing between the concepts of dangerous and disruptive behaviour.
- Providing greater clarity on when and how units and university community members should escalate issues of non-academic misconduct to OSL for management under AC1300.
- Providing greater clarity on resolution processes, including articulating how allegations of non-academic misconduct can be resolved through voluntary and educational processes, in addition to formal investigations.
- Identifying a pathway for OSL to apply temporary, non-disciplinary administrative measures during resolution processes to better manage student behaviour (i.e. no contact between students involved in an investigation).

The proposed changes address stakeholder feedback and align the policy with university and OSL practices, strengthening OSL's ability to manage non-academic misconduct in an administratively fair, supportive, and equitable manner.

Consultation with Senate

On April 10, 2026, the proposed updates to Policy AC1300 were presented to Senate for feedback. Senate members raised four key considerations, each of which has been addressed as outlined below.

1. Scope of the Policy: Student Non-Academic Misconduct

Senators requested that the policy clearly indicate that Policy AC1300 applies to student non-academic misconduct, and that misconduct by staff and faculty is governed by other policies and procedures.

Action Taken: The title of Policy AC1300 has been revised to explicitly include the word "*Student*", making the scope of the policy clear. In addition, as part of the policy implementation and communication plan, the OSL will highlight the appropriate disciplinary processes for staff and faculty and will direct community members to the relevant policies when communicating about misconduct concerns.

2. "Material Benefit" vs. "Substantial Personal Benefit"

The definition of Non-Academic Misconduct references "manufacturing, sale, or distribution of substances, including illegal drugs or prescription drugs, or alcohol, for material benefit". Feedback was provided suggested the term "material benefit" could introduce ambiguity, as even a small benefit may be considered material depending on individual circumstances.

Action Taken: The language has been revised to include the term “*substantial personal benefit*.” This term is better aligned with the intent and context of AC1300, as it allows for an assessment of significance rather than capturing any minimal or incidental benefit. The use of “substantial” supports a more proportionate and contextual evaluation of benefit, consistent with the policy’s purpose.

3. Reference to Criminal Law

Concerns were raised that the revised language in Appendix A - Examples of Non-Academic Misconduct, section 3.08, referring to illegal activities, appeared to broaden the scope of the policy by referencing criminal law generally, rather than being clearly limited to Canadian law.

Action Taken: The language in 3.08 has been amended to explicitly reference *Canadian law*, thereby clarifying the scope and ensuring consistency with the jurisdictional context of the University.

4. Relationship to Harassment and Sexualized Violence Policies

Senate members noted that the revised policy language continued to create uncertainty regarding whether harassment and sexualized violence fall under AC1300 as forms of non-academic misconduct.

Action Taken:

Additional clarifying language has been added to the policy and to Appendix A - Examples of Non-Academic Misconduct, to explicitly recognize that harassment and sexualized violence may constitute non-academic misconduct. The policy now further clarifies that, in such cases, OSL will consult with Equity & Human Rights (EQHR) to determine whether it is most appropriate to proceed under AC1300 or under university policies GV0245 or GV0205 before initiating a process.

Recommend Motion:

That Senate approve and recommend to the Board of Governors that it also approve, the changes to the Student Non-Academic Misconduct Policy (AC1300), as outlined in the attached.

Attachments:

- 1) Proposed revisions to AC1300 (track-changes version & clean version)
- 2) Memo on Student Engagement
- 3) Memo on Provisional Administrative Measures

RESOLUTION OF STUDENT NON-ACADEMIC MISCONDUCT POLICY ALLEGATIONS

University Policy No: AC1300
Classification: Academic and Students
Approving authority: Senate and Board of Governors
Effective date: August 2017
Supersedes: August 2011
Last Editorial Change:
Mandated review: August 2024

Associated Procedures and Appendices:

[Appendix "A" – Examples of Non-Academic Student Misconduct](#)

[Appendix "B" – Statement of Rights of Participants, Complainants, and Respondents](#)

[Appendix "C" – Statement of Protections of Students in Substance Use Medical Emergency Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#)
~~[Procedures for Appealing Decisions under the Non-Academic Misconduct Policy](#)~~
~~[Academic Misconduct Appeal Procedures](#)~~

PURPOSE

- 1.00 The university's ~~goal is~~ strives to be a diverse, dynamic and welcoming learning community. The purpose of this policy is to:
- (a) help foster a campus community characterized by ~~accountability~~, respect, accountability, fairness, ~~and safety~~, and wellbeing;
 - (b) identify what constitutes Non-Academic ~~Student~~ Misconduct;
 - (c) set out transparent processes for submitting, ~~investigating~~ reviewing and resolving allegations of Non-Academic Misconduct, including early intervention, voluntary processes or investigating allegations, where appropriate; and
 - (d) articulate the rights and responsibilities of Students and Participants involved in Non-Academic Misconduct proceedings.

DEFINITIONS

For the purposes of this policy:

- 2.00 **Administrative Authority** ~~is the means~~ senior individuals designated as the administrative lead and/ or decision-making authority for a with administrative responsibility for Units. This may include ~~ing~~, but is not limited to: Vice-Presidents, Associate Vice-Presidents, Deans, Chairs, Executive Directors, Directors or other senior positions at the university.
- 3.00 **Advisement of Community Expectations** means a Resolution Process that communicates community-wide behavioural expectations according to the principles and procedures set out in this policy.

- 4.00 **Appellant** means an individual who appeals a decision under the Non-Academic Misconduct Policy.
- 5.00 **Complainant** means an individual who makes an allegation of Non-Academic Misconduct.
- 6.00 **Formal Investigation** is a Resolution Process involving an administrative investigation conducted in alignment with the principles and procedures set out in this policy.
- 7.00 **Provisional Administrative Measures** means temporary, non-disciplinary measures applied by the Office of Student Life during a Resolution Process to mitigate impact and preserve the integrity of the Resolution Process.
- 8.00 **Non-Academic Misconduct** includes but is not limited to where a Student engages in any of the following types of conduct on university property premises or in connection with a University Activity:
- (a) theft, damage or destruction of property;
 - (b) unauthorized entry or presence on university property premises;
 - (c) fraud or impersonation;
 - (d) disruptive behaviour that impacts the wellbeing of University Community members and/ or the safety of University Activities.
 - (e) ~~or~~ dangerous behaviours that risks, or results in harm to, the health or safety of any person; to self or others;
unlawful possession or use of alcohol that violates the university liquor policy;
 - (f) ~~use or possession of illicit drugs manufacturing,~~ ingest, sale, or distribution of substances, including illegal drugs or prescription drugs, or alcohol, for substantial personal benefit; or
 - (g) other activities that could or do result in administrative penalty, -criminal charges, ~~or~~ conviction, or a court judgment.

Note: The university will respond to allegations of sexualized violence involving students in accordance with the university Sexualized Violence Prevention and Response policy (under development).

Appendix "A" provides a non-exhaustive list of detailed examples of Non-Academic Misconduct which may engage the processes and sanctions outlined in this policy and its associated procedures.

- 9.00 **Participant** means an individual, including a Complainant, Respondent or Witness to a Resolution Process, who participates in a proceeding Resolution Process ~~connected~~ related to a ~~Student~~ Non-Academic Misconduct allegation.
- 10.00 **Respondent** means a Student who is alleged to have violated this policy.
- 11.00 **Resolution Process** means a structured response to an allegation of Non-Academic Misconduct addressed under this policy and applied according to the principles, rights, and authorities contained within this policy and in alignment with the associated procedures.

This may include a Formal Investigation, Voluntary Resolution Process, or Advisement of Community Expectations.

12.00 **Student** includes all of the following:

- (a) a person who is registered, ~~enrolled, or participating~~ for the current or a future term, in one or more any credit credit or non-credit course(s) or program offered by the university;
- (b) ~~at the an~~ undergraduate level, a person who has been ~~enrolled~~ registered in at the university for one or more course for credit of the last three terms in at least one of the previous two sessions and is eligible to continue in a program of study;
- (c) ~~at the a~~ graduate level, a person student who is on an approved or personal leave; enrolled at the university in the current term and is eligible to continue;
- ~~(d) a graduate student who is on an approved or personal leave and is eligible to enroll at the university when the leave ends; or~~
- ~~(d) a person registered in a course as an Auditor; or~~
- (e) ~~a person a~~ visiting or exchange or audit student who has been formally admitted to the university for the purposes of taking registering in courses for credit, but who has not yet registered and/ or attended classes. or to take part in an approved research term
- ~~(f).~~

13.00 **Support Person** means ~~someone~~ an individual who provides support or advice to a Complainant, Respondent, or Witness during a Non-Academic Misconduct proceeding.

14.00 **Unit** means academic or administrative areas at the university, including, but not limited to: faculties, divisions, departments, schools, offices and centres.

15.00 **University Activity** ~~includes means~~ any activity that is directly connected to the operations of the university at any location, or any activity where a Student or Student group has been approved by the university is formally to representing the University of Victoria. A University Activity includes, but is not limited to:

- (a) in-person and online courses;
- (b) athletic events;
- (c) artistic performances;
- (d) placements (including co-op and practica);
- (e) academic or professional conferences; and
- (f) academic or research field work or exchange.

16.00 **University Community** means:

- (a) ~~Students credit and non-credit students, including distance students and continuing studies students;~~
- (b) employees of the university (faculty, librarians, and staff);
- (c) anyone holding a university appointment;
- (d) post-doctoral fellows;
- (e) all ~~persons individuals who are~~ employed under contracts with university faculty members as the employer and who provide research or administrative services directly supporting faculty members' research activities;

- (f) visiting researchers;
- (g) anyone contractually required to abide by university policies;
- (h) anyone volunteering with a university program or activity;
- (i) members of the Board of Governors and Senate; and
- (j) anyone who ordinarily resides in university residences ~~on campus because of their relationship with the university.~~

17.00 **Voluntary Resolution Process** means a Resolution Process that includes engaging with a Student to voluntarily resolve an allegation of Non-Academic Misconduct according to the principles and procedures set out in this policy.

18.00 **Witness** means an individual who may have information related to the alleged incident of Non-Academic Misconduct.

SCOPE/JURISDICTION

19.00 This policy applies to the conduct of Students on university ~~property premises~~ and/or when participating in a University Activity.

19.01 This policy does not address academic appeals or matters related to academic integrity as set out in the university's Undergraduate and Graduate and Undergraduate Academic Calendars and/ or other procedures and policies as applicable.

19.02 ~~Visitors or other~~ Both University Community members and individuals who are not University Community members may submit allegations of Non-Academic Misconduct ~~against committed by Students, where an allegation occurs on campus or in connection with a University Activity.~~

19.03 Where a Student makes an allegation of Non-Academic Misconduct about an individual that is not a Student (employee, member of the public etc.), the Office of Student Life will make reasonable efforts to refer ~~that~~the Student to the appropriate responding Unit or resource.

19.04 This policy applies to digital or online behaviour that occurs on university information systems or online platforms. This includes activities that take place on university information systems, messages sent through them, or activity that uses information obtained from them. Online behaviour that does not involve university information systems is not in scope of this policy

19.05 This policy does not generally address the behaviour of individuals acting in the capacity of employees, volunteers, or club members with the University of Victoria Students' Society, University of Victoria Graduate Students' Society or third-party entities. Such behaviour will generally be addressed under the University of Victoria Students' Society's, Graduate Students' Society's, or other applicable policies and protocols.

- 20.00 This policy continues to apply to a Student who withdraws from the university or takes a leave of absence, if the Student was registered, ~~enrolled,~~ or participating in a course or program at the time that Non-Academic Misconduct was alleged to have occurred.
- 21.00 This policy is designed to be used in conjunction with other university policies and documents that set out conduct expectations, including but not limited to those listed in the Related Policies and Documents section of this policy.
- 21.01 When circumstances arise that are specifically addressed under other university policies, procedures, or regulations, the processes and response mechanisms contained within those documents will normally be followed unless the **Associate Director, Student Life** (or designate), in consultation with the appropriate Administrative Authority for the other policy or process, deems that it is appropriate to proceed under this policy.
- 21.02 A Student's conduct may be ~~investigated~~ reviewed and responded to under other university policies or processes, and/or collective agreements (when a Student is also a university employee), in addition to this policy. Proceedings under this policy will respect a Student's rights under other policies, processes, or collective agreements. In cases where more than one policy or process may apply, the Office of Student Life will consult with the General Counsel to determine jurisdiction, and will work with appropriate ~~Units offices to co-investigate as required~~ determined.
- 21.03 A Student athlete's conduct may be ~~reviewed and responded to~~ addressed under the Student Athlete Code of Conduct where it is appropriate to do so. ~~Wellness, Athletics and Recreation and Athletics~~ may refer Student athlete Non-Academic Misconduct ~~conduct~~ allegations under this policy instead of, or in addition to, any actions taken by Athletics and Recreation.
- (a) Allegations involving Non-Academic Misconduct with impacts beyond the athletics environment must will be referred to the Office of Student Life for review and response.
- 21.04 A Student's conduct in university residences may be ~~reviewed and responded to~~ addressed by Residence Services under Residence policies, contracts, and Community Living standards where it is appropriate to do so. Residence Services may refer Student Non-Academic Misconduct Allegations ~~conduct~~ issues ~~to be reviewed or investigated for review and response~~ under this policy instead of, or in addition to, any action taken by Residence Services.
- (a) Allegations involving Non-Academic Misconduct with impacts beyond the Residence environment must will be referred to the Office of Student Life for review and response.
- 21.05 A Student's conduct in the learning environment, or in connection to academic activities, may be reviewed and responded to under the Academic Calendar or relevant guidelines for conduct in learning environments, where it is appropriate to do so. The Office of Student Life may also provide advice, guidance, and support for Units responding to Student conduct matters.

(a) Allegations involving Non-Academic Misconduct with impacts beyond the learning environment must will be referred to the Office of Student Life for review and response

21.06 A Student's behaviour in the First People's House may be reviewed and responded to under the policies, procedures, teachings, and protocols determined by the Office of Indigenous Academic and Community Engagement.

(a) Allegations involving Non-Academic Misconduct with impacts beyond the First People's House must will be referred to the Office of Student Life for review and response

~~(a)~~(b) The Office of Student Life, in consultation with the Office of Indigenous Academic and Community Engagement, will offer Indigenous Students culturally appropriate supports to navigate Resolution Processes under this policy

21.07 In cases where the application of this policy conflicts with another university policy, the Office of Student Life, in consultation with the appropriate Administrative Authority, will determine an appropriate course of action consistent with the pertinent-applicable policies. The Office of Student Life may consult with General Counsel as necessary. Where the appropriate Administrative Authority is in question, the relevant member of Executive Council will designate the Administrative Authority.

21.08 In circumstances where the OSL initiates a response under this policy that includes behavior covered by the Discrimination and Harassment Prevention and Response Policy (GV0205), OSL will consult with EQHR and will also consider the preference of the Complainant in determining whether a response under this policy is appropriate. For example, where a student does not wish to act as a Complainant under GV0205, the university may consider the application of a Resolution Process under this policy where appropriate. Decisions of this nature will be determined in consultation with EQHR.

21.09 In circumstances where the OSL initiates a response under this policy that includes behaviour covered by the Sexualized Violence Prevention and Response Policy (GV0245), the OSL will consult with EQHR and will also consider the preference of the Complainant in determining whether a response under this policy is appropriate. For example, where a student does not wish to act as a Complainant under GV0245, the university may consider the application of a Resolution Process under this policy where appropriate. Decisions of this nature will be determined in consultation with EQHR.

22.00 The university ~~may~~ take action beyond the scope of this policy by following the Response to At-Risk Behaviour Policy (SS9125) and other applicable policies, where it is reasonably believed that immediate action is required to:

- (a) protect the health or safety of any individual or the University Community;
 - (b) prevent damage or destruction of the university's property, infrastructure or assets;
- or

- (c) remove a Student from university ~~property premises~~, limit a Student's use of the ~~property premises~~, or impose other interim measures where there is a high potential of risk to themselves or others posed by the Student's continued presence.

~~In such cases, the university will follow the Response to At Risk Behaviour policy and other applicable university policies and practices.~~

23.00 The university may undertake proceedings under this policy where the matter is also being investigated or reviewed by a law enforcement agency or authority external to the university. If the university's ~~investigation Resolution Process~~ determines that the Non-Academic Misconduct Policy has been violated, the university may ~~respond, including the application of sanctions and outcomes against applied to~~ a Student, regardless of any other discipline applied externally.

23.01 No aspect of this policy will prevent the university from referring a matter to an appropriate law enforcement agency as required ~~or deemed advisable by Campus Security Services~~.

General Principles

24.00 ~~The university is committed to promoting a safe, respectful and supportive learning, living, and working environment.~~ As part of the University Community, each Student is responsible for their personal conduct as it affects the University Community, University Activities and the university's ~~property premises~~.

25.00 Students who are on university ~~property premises~~ and/or participating in a University Activity are expected to assume responsibility for their actions, ensure lawful personal conduct, and respect the rights, privileges and safety of others.

26.00 ~~The university will endeavor to consider a Student's unique context, experiences, and perspectives when applying~~ supporting a student through a Resolution Process under this policy.

26.01 Actions taken under this policy will aim to balance community safety and wellbeing with an individuals' interests and needs.

27.00 The university will administer this policy in a manner that acknowledges the inherent power dynamics, barriers, and impacts of institutional processes and will offer supports to mitigate these impacts.

28.00 The university will take action to uphold this policy, and other institutional policies and principles, and procedures and will be transparent where there are limitations related to such policies or processes.

POLICY

~~Appendix "A" provides detailed examples of Non-Academic Misconduct which may engage the processes and sanctions outlined in this policy and its associated procedures~~

Interpretation

- 29.00 This policy and its associated procedures will not be interpreted in a manner that:
- (a) limits the President's authority to deal summarily with any matter of Student discipline in accordance with the *University Act*;
 - (b) unreasonably limits demonstrations or assemblies that ~~are safe,~~ have followed appropriate policies and processes, are non-violent and non-destructive;
 - (c) unreasonably limits the free expression of ideas; or
 - (d) prevents any member of the University Community or member of the public from proceeding with criminal or civil actions independent of any action(s) taken by the university.

Rights of Participants

- 30.00 The university recognizes its responsibility to take measures to ~~prevent Non-Academic Misconduct within the University Community and to diligently investigate review and respond to~~ allegations of Non-Academic Misconduct within the University Community. An overview of the rights of Participants, Complainants, and Respondents who engage in a Non-Academic Misconduct Resolution Process is set out in Appendix B.

~~30.01—Participants who engage with this policy can expect the university to:~~

- ~~(a) treat them with fairness, dignity, and respect;~~
- ~~(b) provide timely access to support, resources, and referrals;~~
- ~~(c) provide access to dedicated neutral support for Participants;~~
- ~~(d) have an opportunity to have any investigation and adjudication process explained to them, including available options and potential outcomes;~~
- ~~(e) provide opportunities to engage in community accountability processes where appropriate;~~
- ~~(f) provide a fair and unbiased process;~~
- ~~(g) keep their information confidential (except when disclosure is required by law or university policy—see section 35.00);~~
- ~~(h) provide access to regular updates on ongoing proceedings; and~~
- ~~(i) take steps to provide equitable access to the non-academic misconduct process as required for Participants with accessibility or other needs (e.g., language interpretation, Participants with disabilities, international Students, etc).~~

~~*An overview of the rights of Complainants and Respondents who engage in the non-academic misconduct process is set out in Appendix 'B'.*~~

- 31.00 The university is committed to providing clear and transparent Resolution pProcesses when responding to in all proceedings involving allegations of Non-Academic Misconduct and is committed to implementing the principles of natural justice and procedural fairness in the resolution of allegations under this policy.

~~The university views allegations of Non-Academic Misconduct seriously and may pursue disciplinary action against a member of the University Community who is found to have made a false, frivolous or vexatious allegation against a Student.~~

- 32.00 A Participant may, at their discretion, have a Support Person attend ~~at any proceeding meeting~~ related to an allegation of Non-Academic Misconduct to provide support ~~and advice~~. The Office of Student Life can provide ~~an neutral-impartial Support Person, upon the request of a Student Participant, when a Student Participant has not identified one.~~

Management of Allegations of Non-Academic Misconduct

- 33.00 For the purposes of ~~responding to, and~~ managing, ~~allegations of Student conduct~~Non-Academic Misconduct, the Office of Student Life is responsible for:

- (a) providing guidance to the University Community ~~for on informally~~ resolving incidents of Non-Academic Misconduct and the processes for doing so. ~~For example, by providing support and consultation to Units on how to respond in a fair and appropriate way;~~
- (b) ~~carrying out~~performing administrative processes to implement this policy and its associated procedures;
- (c) ~~conducting preliminary~~ reviewings of allegations of Non-Academic Misconduct;
- (d) providing support and guidance to Students engaged in the Non-Academic Misconduct ~~Resolution Process~~;
- ~~(e)~~ assessing allegations of Non-Academic Misconduct to determine the appropriate response, including the application of Resolution Processes where appropriate.
- ~~(e)~~ (f) investigating, ~~or~~ coordinating, or administering Voluntary Resolution Processes or Formal Investigations of allegations of Non-Academic Misconduct where ~~warranted~~appropriate;
- ~~(g)~~ Applying Provisional Administrative Measures in support of the management of a Resolution Process;
- ~~(g)~~(h) determining or recommending a reasonable course of action upon the completion of ~~an Resolution Process~~investigation; and
- ~~(h)~~(i) monitoring compliance with sanctions and outcomes under this policy.

- Submission and Review of an Allegation of Non-Academic Misconduct
34.00 A University Community member, or University Community member on behalf of a Unit, who wishes to make an allegation of Non-Academic Misconduct must contact the Office of Student Life to request a review of the alleged incident(s).

- University-Led Response
35.00 Under specific circumstances and criteria (as outlined in the Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct), the university may act as the Complainant without engaging other University Community members.

~~36.01~~

~~Informal-Early Resolution~~Intervention and Unit Support

36.00 The university has shared responsibility for creating a safe and respectful campus community seeks to promote a campus community that has shared capacity for managing community conflict.- When possible and appropriate, University Community members are encouraged to resolve disputes address Student conduct concerns informally through direct communication, clearly communicating reasonable expectations, and providing support for Students to engage with expectations. The university recognizes that, where appropriate, many disputes concerns or incidents can may be resolved informally by mutual agreement without initiating a Resolution Process submitting an allegation under this policy. The Office of Student Life also seeks to promote a campus community that has shared capacity for managing community conflict. Wherever possible, members of the University Community are encouraged to use respectful and direct communication to resolve such disputes or incidents informally by way of apology, conciliation, education, consultation, or mediation. University Community members may seek advice from the Office of Student Life for matters involving Students.

36.01 How the Office of Student Life supports for can support The Office of Student offers consultation to determine where early intervention is appropriate. Early intervention supports and procedures is are outlined in the Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct.

Resolution Processes

37.00 Where the Office of Student Life receives an allegation of Non-Academic Misconduct and determines that a response under the policy is appropriate, a Resolution Process will be initiated. The Resolution Processes outlined in this policy and procedures are applied based on relevant information and at the discretion of the Office of Student Life. They are not sequential and may be used independently as appropriate.

38.00 The University may determine that a Resolution Process under this policy will be placed on temporary hold, or put into abeyance, until the matter is resolved by law enforcement or until law enforcement provides sufficient information to assess the appropriate next steps. This may include gathering information to assess the risk of proceeding with a process under this policy.

39.00 Where a Student is alleged to have engaged in Non-Academic Misconduct and does not respond to contact from the university and/ or engage in a Resolution Process, after multiple attempts to contact the Respondent, the Office of Student Life may proceed with a Resolution Process without their engagement and/ or apply an administrative hold on the Student's account to require engagement with the university prior to registering in courses.

Advisement of Community Expectations

40.00 Wherever possible and appropriate, the Office of Student Life will address conduct matters through direct dialogue and messaging to establish expectations for conduct that applies to all Students at the university. These include expectations to abide by university policies, engage in respectful communication, and refrain from engaging in disruptive or dangerous activities. An Advisement of Community Expectations does not preclude a Voluntary Resolution Process or Formal Investigation in appropriate circumstances, including those circumstances set out in paragraph 412.00 below. The application of an Advisement of

Community Expectations is outlined in the Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct.

Voluntary Resolution Process

- 41.00 Where a Student acknowledges their engagement in behaviours that may contravene this policy, it may be possible to engage in a Voluntary Resolution Process to arrive at appropriate outcomes without a Formal Investigation. The process for conducting a Voluntary Resolution Process is outlined in the Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct.
- 42.00 Where new information is collected that indicates that the degree of harm or impact is more significant than first assessed, a Student does not actively participate in the Voluntary Resolution Process, and/or a Student does not take responsibility for their conduct, a Voluntary Resolution Process may be discontinued, and a Formal Investigation may be initiated.
- 43.00 Information collected during a Voluntary Resolution Process under this policy may be used within a Formal Investigation or other Resolution Processes under this policy.
- 44.00 A Student will be provided with written notice should a Voluntary Resolution Process be terminated, discontinued or concluded.

Submission of an Allegation of Non-Academic Misconduct

~~A University Community member who wishes to make an allegation of Non-Academic Misconduct must submit a signed written allegation in accordance with the Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct.~~

~~Written allegations must include a description of the alleged incident with sufficient details.~~

~~The university may take steps under this policy as the Complainant.~~

Review and Formal Investigation of an Allegation of Non-Academic Misconduct

- 45.00 Allegations of Non-Academic Misconduct will be reviewed and where appropriate investigated by the Office of Student Life to determine whether or not this policy has been violated. Decisions are made using the balance of probabilities standard of proof. This means that the information collected during the Formal Investigation must show that it is more likely than not that a policy violation has occurred in order for the investigator to find that a Student is responsible for Non-Academic Misconduct. The review and Formal Investigation of allegations will be in accordance with the Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct

Determination and Imposition of Sanctions

- 46.00 After a Formal Investigation, the university may impose sanctions where Non-Academic Misconduct is found to have occurred. Sanctions may be applied independently or in

combination for any violation of this policy. All efforts will be made to communicate decisions in a timely manner. Sanctions ~~for confirmed~~ applied for findings of Non-Academic Misconduct and factors in determining appropriate sanctions are established in the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#).

46.01 Failure to comply with a sanction may result in the imposition of further sanctions, which may include restricting a Student's access to university premises or University Activities programs, services, or locations on campus, and/or placing an administrative hold on a Student's account. An administrative hold may also be placed on a Student's account to ensure completion of sanctioned activities prior to returning to specific University Activities. re-registration

47.00 The university may inform Complainants of the relevant restrictions imposed on the Respondent where this information relates to the Complainant's health or safety

Notice of Decision

48.00 Where a decision on an allegation of Non-Academic Misconduct has been made, the Respondent will be provided with written notice of decision, which will include the rationale for any decision made and of any sanction(s) to be applied. The Respondent will be provided with an opportunity to have the decision explained to them.

48.01 If a suspension is imposed (permanent or time-limited), this will be documented on a Student's transcript for the duration of the suspension.

Interim Measures

~~The university may impose interim measures before an investigation is concluded where immediate action is required to protect university community members' health or safety, or university property. Interim measures will be determined on a case-by-case basis and imposed in accordance with the Response to At-Risk Behaviour Policy.~~

~~When the health or safety of Complainants or others is at issue, the university will inform them of relevant restrictions imposed on the Respondent.~~

Provisional Administrative Measures

49.00 The Office of Student Life may apply Provisional Administrative Measures during a Resolution Process under this policy where it is determined that temporary measures are reasonable for the purpose of, for example:

- (a) mitigating the potential impact of future interactions between Participants in a Resolution Process;
- (b) managing impact to community;
- (c) mitigating the potential for ongoing behaviours that would reasonably be considered to be examples of Non-Academic Misconduct; or
- (d) preserving the integrity of the Resolution Process.

50.00 Where the Office of Student Life identifies reasonable concern for the safety of a Participant to a Resolution Process, or to the University Community, the matter will be referred to Campus Security Services for review and consultation including the consideration of Interim Measures under the Response to At-Risk Behaviour policy (SS9125).

51.00 Where Provisional Administrative Measures are applied to support a Resolution Process under this policy, the Respondent will receive:

- (a) the rationale for applying Provisional Administrative Measures;
- (b) an opportunity to discuss the Provisional Administrative Measures with the Office of Student Life in order to ask questions and raise concerns;
- (c) A review date, reoccurring every ~~not exceeding~~ 30 university business days from the date of delivery, upon which the Provisional Administrative Measures will be reviewed by the Office of Student Life;
- (d) support resourcing for navigating the impacts or barriers created by the Provisional Administrative Measures.

52.00 During the review of Provisional Administrative Measures, and when making a determination about the continuation, cancellation, or modification of the measures, the Office of Student Life will consider relevant factors including compliance with the measures, impacts to Participants including the Respondent, and the status of the Resolution Process.

53.00 When the health or safety of Participants or others is at issue, the university may inform them of relevant measures imposed on the Respondent in accordance with the Protection of Privacy Policy (GV0235).

54.00 Where a student disagrees with the Office of Student Life's decisions related to Provisional Administrative Measures, they may request a review by the Associate Vice-President Student Affairs (or designate). This review will be conducted according to the following:

- (a) the Student must provide their written request for review to the Associate Vice-President Student Affairs within 15 university business days of receiving notice of the Provisional Administrative Measures. The request for review will state the Student's concerns regarding the measures and will include any documentation upon which the Student wishes to rely; and
- (b) the Associate Vice-President Student Affairs may accept a ~~request~~request for review later than 15 university business days from the decision if the Associate Vice-President Student Affairs is satisfied, in their absolute discretion, that the Student was unable to provide it within 15 days

54.01 Requests for appeals of Provisional Administrative Measures will follow the Procedures for Appealing a Decision Made Under a Non-Academic Misconduct Proceeding.

Appealing ~~a Non-Academic Student~~ a Decision ~~or Sanction~~ under Policy AC1300

~~51.00~~55.00 A Respondent may appeal a decision [made under this policy](#) ~~or action taken by the university under this policy~~ provided that sufficient grounds exist in accordance with the [Procedures for Appealing a Decision Made Under a Non-Academic Misconduct Proceeding](#).

Confidentiality and Management of Records

~~52.00~~56.00 The information and records created and received to administer this policy are subject to the access to information and protection of privacy provisions of British Columbia's [Freedom of Information and Protection of Privacy Act \(FIPPA\)](#), and the university [Protection of Privacy Policy \(GV0235\)](#). The information and records will be treated as highly confidential, in compliance with FIPPA and with applicable university policies and collective agreements.

~~53.00~~57.00 The university may use or disclose personal information, [in accordance with FIPPA and the Protection of Privacy Policy \(GV0235\)](#), including where:

- (a) it is authorized by the affected individual;
- (b) the university determines compelling circumstances exist that affect anyone's health or safety in accordance with the [Procedures for the Disclosure of Student Personal Information in Emergency or Compelling Circumstances](#);
- (c) it is authorized or required by law, for example, an incident involving a minor, occupational health and safety legislation, and human rights legislation;
- (d) it is for the purpose of preparing or obtaining legal advice for the university;
- (e) it complies with a subpoena, a warrant or an order issued by a court, person, or body in Canada with jurisdiction to compel the production of information;
- (f) the university uses or discloses the information for the purpose for which the information was obtained or compiled [for a consistent purpose](#) (for example, where it is necessary to fulfill the university's duty of procedural fairness or where necessary for the ~~conduct of the investigation purpose of administering a Resolution Process~~);
- (g) an employee needs the information to perform their employment duties (such as to: facilitate support or interim measures; respond to an allegation; implement this policy; or take corrective action resulting from these processes);
- (h) the information is disclosed to a law enforcement agency in Canada to assist in a specific investigation; or
- (i) the information is being disclosed to the Complainant, the Respondent, or another person, under conditions consistent with section [59.0037.00](#).

~~54.00~~58.00 Should the university be compelled to disclose Participants' confidential information, Participants will be informed to the extent permitted or compatible with the purpose of the demand for information.

~~55.00~~59.00 The university may disclose information in order to ensure that reporting processes are fairly conducted, in accordance with the following principles:

- (a) the Respondent has the right to notice of the allegation(s) sufficient to allow the Respondent to understand the nature of the allegation(s) (subject to any redactions made in response to health or safety concerns), including the material details of the allegations being made;

- (b) the Complainant has the right to know the outcome of the Formal iInvestigation, but not the details of any disciplinary actions that may have been ~~taken against~~applied to the Respondent unless disclosing that information is necessary for health or safety reasons or because it affects the Complainant; and
- (c) other persons normally do not have the right to know any confidential information except to the extent required to give effect to this policy or where it is necessary for health or safety ~~reasons~~.

~~56.00~~60.00 Records created under this policy and its associated procedures will be retained for five years after the Respondent's last date of registration. After five years, the records will be deleted or securely destroyed ~~or deleted~~.

~~57.00~~61.00 Participants must keep in confidence any information that they learn solely as a result of the reporting or Resolution Process. Allegations of Participants or Support Persons intentionally breaching confidentiality may be reviewed under applicable university policies or collective agreements.

Annual Report

~~58.00~~62.00 An annual report detailing the nature of Non-Academic Misconduct allegations, types of ~~offenses~~Non-Academic Misconduct, ~~investigation~~Resolution Process outcomes and actions taken under this policy will be completed by the Office of the Associate Vice-President Student Affairs and provided to the Senate and the Board of Governors. The annual report must not contain personal information about Students or Participants.

AUTHORITIES AND OFFICERS

- i) Approving Authority: Senate and the Board of Governors
- ii) Designated Executive Officer: President
- iii) Procedural Authority: President
- iv) Procedural Officer: Associate Vice-President Student Affairs

RELEVANT LEGISLATION

[University Act](#)

[Freedom of Information and Protection of Privacy Act](#)

RELATED POLICIES AND DOCUMENTS

[University of Victoria Calendar](#)

[Human Rights, Equity and Fairness Policy \(GV0200\)](#)

[Sexualized Violence Prevention and Response Policy \(GV0245\)](#)

[Discrimination and Harassment Policy \(GV0205\)](#)

~~[Violence and Threatening Behaviour policy \(SS9105\)](#)~~ [Response to At-Risk Behaviour Policy \(SS9125\)](#)

[Acceptable Use of Electronic Information Resources Policy \(IM7200\)](#)

[Liquor Policy \(AD2400\)](#)

[Residence Contract](#)

[Residence Community Living Handbook](#)

[Family Housing Agreement](#)

[Protection of Privacy Policy \(GV0235\)](#)

[Records Management Policy \(IM7700\)](#)

[Student-Athlete Code of Conduct](#)

[Poster, Banner, and Handbill Policy \(BP3145\)](#)

[Forms](#)

[Non-Academic Student Misconduct Incident Report Form](#)

APPENDIX "A" – EXAMPLES OF NON-ACADEMIC STUDENT MISCONDUCT

PURPOSE

- 1.00 The purpose of ~~this document~~ Appendix A is to provide examples of the types of activities that may be considered Non-Academic Misconduct under this policy and subject to discipline sanctions and outcomes by the university. This is not intended to provide an exhaustive list; conduct may still be considered as Non-Academic Misconduct even it is not expressly enumerated in this Appendix Aappendix.
- 2.00 The examples included in this documentAppendix Aappendix will be considered within the context of the scope contained within the policy.

Examples of Non-Academic Misconduct

Note: the following section provides examples of Non-Academic Student Misconduct and is intended to help clarify the type of conduct that may be subject to discipline by the university. The following section is not intended to provide an exhaustive list; conduct may still be considered as Non-Academic Misconduct if it does not appear below.

- 3.00 Non-Academic Misconduct may include but is not limited to ~~when~~ one or more of the following ~~occurs occurring~~ on university ~~property premises~~ or in connection with a University Activity:

3.01 Theft, Damage and Destruction

Examples include instances such as a Student:

- (a) possessing, obtaining or using property owned by the university, a member of the University Community, or that of a third-party ~~that is acquired~~ without appropriate consent or authority;
- (b) misappropriating, destroying, defacing, vandalizing or otherwise damaging university property, equipment or other assets or the property, equipment or assets of other members of the University Community or a third-party on university premises; or
- (c) tampering with fire, ~~or~~ emergency or first aid equipment belonging to the university.

3.02 Unauthorized Entry or Presence

Examples include instances such as a Student:

- (a) entering or remaining in a university ~~property~~premises, or facility or providing unauthorized access to another individual to university ~~property~~premises or ~~facilities~~facility without proper authority or contrary to express instructions by a university ~~staff member~~employee;
- (b) entering or remaining in any university ~~property~~premises, or facility for the purpose of damage, destruction, alteration or theft.

3.03 Fraud, Misuse or Impersonation

Examples include instances such as a Student:

- (a) forging, altering or misusing a university document, ~~One~~ONECard, record or piece of identification;
- (b) submitting a forged, or altered document or providing false information to university ~~staff~~employees or first responders for the purpose of deception;
- (c) fraudulently obtaining any university property or equipment; or
- (d) impersonating a member of the University Community.

3.04 Disruptive ~~or Dangerous~~ Behaviours

Examples include instances such as a Student:

- (a) obstructing University Activities or engaging in or demonstrating disruptive behaviour;
- (b) engaging in behaviour that creates a substantive barrier to University Community members' meaningful, respectful, or safe participation in a University Activity;
- (c) engaging in unwanted, persistent, or inappropriate communication with another University Community member(s) and/ or inappropriate communication with another University Community member(s) where the Student has been made aware, or ought to reasonably be aware, that this behaviour is unwanted or inappropriate;
- ~~(d)~~ (d) engaging in harassing behaviour against a member of the University Community or public as per Section 21.08 of this policy.
- (e) engaging in a pattern of non-compliance with regard to university policy including repeated engagement in conduct response processes under university policies or processes; or
- (f) engaging in hazing activities.

3.05 Dangerous Behaviours

Examples include instances such as a Student:

- (a) creating a situation that endangers the health, safety or well-being of any member of the University Community or public;
- (b) possessing or using a weapon;
- (c) possessing or using an object resembling a weapon that reasonably could be viewed as a threat to a member of the University Community or public; ~~or~~
- (d) harming or threatening any member of the University Community or public, or engaging in behaviour that could reasonable be viewed as threatening; or
- e) engaging in sexualized violence against a member of the University Community or public as per section 21.09 of this policy.

3.06 Alcohol and Drugs

Examples include instances such as a Student:

- (a) contravening liquor laws or the university's [Liquor Policy \(AD2400\)](#);
- (b) manufacturing, selling, or distributing illegal drugs or prescription drugs for substantial personal benefit; ~~or~~
- ~~(c) trafficking prescription drugs or medications.~~

3.07 Obstruction or Non-Compliance with University Policy

Failure to comply with a university policy, including this policy, and/ or obstructing University Activities. Examples include instances such as a Student:

- (a) fails to follow reasonable instructions from a university employee; or
- (a)(b) fails to provide identification when asked by Campus Security Services and other first responders.-

Illegal Activities

- 3.08 Any other Student ~~activity-behaviour~~ occurring on university ~~property-premises~~ or in connection with a University Activity that results in a police warning or directive, criminal charges or conviction, or a court judgment, under Canadian law, may be deemed as Non-Academic Misconduct under this policy.

Failure to Follow Previous Sanctions

- 3.09 Failure to follow a mandated sanction from a previous violation of this policy ~~or unwillingness to participate in resolution of an allegation may lead to the application of additional sanctions.~~

Assisting in Non-Academic Misconduct

- 3.10 A Student who assists any of the above listed activities, or other activity deemed to be Non-Academic Misconduct, may be investigated and sanctioned for Non-Academic Misconduct.

Submission of False, Frivolous or Vexatious Allegations

- 3.11 Any allegation of Non-Academic Misconduct that is found to be trivial, false, frivolous or vexatious may also be reviewed and responded to ~~investigated and considered Misconduct~~ under this or other university policies.

APPENDIX "B" – STATEMENT OF RIGHTS OF PARTICIPANTS, COMPLAINANTS, AND RESPONDENTS

PURPOSE

- 1.00 The purpose of ~~this document~~Appendix B is to list the rights that ~~the~~all Participants have (including Witnesses) when they engage with this policy, in order to preserve the fairness and impartiality of the Resolution Process. This A~~appendix also outlines additional rights of Complainants and Respondents in a Resolution Process can expect to have when they engage with this policy, in order to preserve the fairness and impartiality of the process.~~

PARTICIPANT'S RIGHTS

- 2.00 All Participants have the following rights:

- (a) to be treated with fairness, dignity, and respect;
- (b) to be provided with timely access to support, resources, and referrals;
- (c) to be provided with access to a dedicated and impartial Support Person by the university for Student Participants;
- (d) to have an opportunity to have any resolution and decision-making process explained to them, including available options and potential outcomes;
- (e) to be provided with a procedurally fair process;
- (f) to have their information kept confidential (except when disclosure is required by law or university policy);
- (g) to be provided with appropriate updates relevant to their participation in the review and response process subject to privacy and confidentiality requirements; and
- (a)(h) for reasonable steps to have been taken to provide resources that support the accessibility of the process based on the needs of the Participant (e.g., language interpretation, virtual meetings, space selection, participation in writing, etc.).

COMPLAINANT'S RIGHTS

- 3.00 In addition to the Complainant's rights as a Participant set out above, Aa Complainant has the following rights:

- ~~(a) to be treated with fairness, dignity, and respect, and given access to support and resources throughout the process;~~
- (a) to appeal a decision by the university not to investigate a **N**on-**A**cademic **M**isconduct allegation;
- (b) to timely referral to Campus Security Services and/ or police of jurisdiction for assistance with safety planning;
- ~~(c) timely information about referrals to available on and off campus support services and resources;~~
 - ~~to have the process explained to them, including the possible outcomes;~~
 - ~~to have their personal information kept confidential (except when disclosure is required by law or university policy);~~

- (d) to present their ~~side of the story perspective on the Non-Academic Misconduct allegation(s), and to respond to other Participants' information;~~
- (e) to be accompanied by a Support Person in meetings related to the Resolution Process;
- (f) to legal representation retained by the Complainant;~~Complainant;~~
- (g) ~~to representation by their union, if the Complainant is a unionized employee and the~~ Formal Investigation or outcome may have employment implications, to representation by their union;
- (h)(g) to decline to participate in ~~aspects of the investigation~~ a Resolution Process; ~~regular updates on the status of the process;~~
- (i)(h) to be provided with an opportunity ~~ies~~ to engage in ~~community accountability~~ Voluntary Resolution Processes where appropriate;
- (j)(i) to written notice of any ~~Resolution Process outcome or sanction~~ that relates to the health and safety of ~~affects~~ the Complainant; and
- (k)(j) to be informed that any information collected may be disclosed in criminal or civil proceedings.

RESPONDENT'S RIGHTS

4.00 In addition to the Respondent's rights as a Participant set out above, A Respondent has the following rights:

- (a) ~~to be treated with fairness, dignity, and respect, and given access to support and resources throughout the process;~~
- (a) to receive timely notice and information about the Non-Academic Misconduct allegations ~~against them about their Non-Academic Misconduct related to them;~~
- (b) to seek independent consultation at any point in the Non-Academic Misconduct process from the university Ombudsperson;
- (c) to be accompanied by a Support Person in meetings related to the Resolution Process;
- (d) to legal representation retained by the Respondent;
- (e) to representation by their union, if the Respondent is a unionized employee and the Formal Investigation or outcome may have employment implications;
- (b)
- (e)(f) to be presumed to have not ~~committed-engaged in Non-Academic Misconduct~~ until a fair Formal Investigation is completed and/ or until the Respondent has acknowledged accountability;
- (d) ~~to have the process explained to them, including the possible outcomes and consequences;~~
- (e) ~~to have their personal information kept confidential (except when disclosure is required by law or university policy);~~
- (f)(g) to present their ~~side of the story perspective on the reported Non-Academic Misconduct allegation(s) concerns,~~ and to respond to ~~other Participants' the~~ information collected for the purpose of the any Formal Investigations;
- (g) ~~to be accompanied by a Support Person;~~
- (h) ~~to legal representation;~~
- (i) ~~to representation by their union, if the Respondent is a unionized employee and the investigation or outcome may have employment implications, to representation by their union;~~
- (j)(h) to decline to participate (however, the process may still proceed in the absence of the Respondent);

- ~~(k)~~(i) to be provided with an opportunity~~ies~~ to engage in ~~community~~ accountabilityVoluntary Resolution Processes where appropriate;
- ~~(j)~~(i) to notice about the outcome of an Formal Investigation and any applicable sanctions;
- ~~(m)~~(k) to appeal ~~the a~~ decision under this policy (within the appropriate time frame) and receive notice of the outcome of any appeal; and
- ~~(l)~~ to be informed that any information collected may be disclosed in criminal or civil proceedings.

APPENDIX "C" – STATEMENT OF PROTECTIONS FOR STUDENTS IN SUBSTANCE USE MEDICAL EMERGENCIES

PURPOSE

- 1.00 The purpose of [Appendix C](#) ~~this appendix~~ is to outline the protections afforded under this policy to Students in medical emergencies, or in situations involving drugs or alcohol, including overdose situations, that may require urgent medical assistance, in order to promote Student safety and reduce barriers to help-seeking.

SCOPE OF PROTECTIONS

- 2.00 Students involved in a suspected or actual overdose incident, or incidents involving substances use (drugs or alcohol) that may require urgent medical assistance, will not be disciplined under this policy for using or possessing drugs or alcohol. This includes the following Students:
- (a) those experiencing a medical emergency, including an actual or suspected overdose;
 - (b) those who believe they require urgent medical assistance as a result of consuming or using drugs or alcohol;
 - (c) those who seek emergency assistance, either for themselves or for another Student, during an actual or suspected overdose incident, or in situations involving drugs or alcohol that may require urgent medical assistance; and
 - (d) those present at the scene of an actual or suspected overdose, whether they are involved in the incident or not.
- 3.00 These protections are extended to other university policies that consider Student conduct, including the Response to At-Risk Behaviour (SS9125) and the Residence contracts.

PROCEDURES FOR THE SUBMISSION OF AND RESPONSE TO AN ALLEGATION OF NON-ACADEMIC MISCONDUCT

Procedural Authority: President
Procedural Officer: Associate Vice-President Student Affairs

Effective Date: August, 2017
Supersedes: August, 2011

Parent Policy: [Resolution of Non-Academic Misconduct Allegations](#)

Last Editorial Change:

PURPOSE

- 1.00 The purpose of ~~this document~~[these procedures](#) is to set out procedures for the submission, review, investigation and resolution of an allegation of Non-Academic Misconduct.

PROCEDURES

- 2.00 In these procedures, references to the Associate Vice-President Student Affairs or the Executive Director, Student ~~Services~~[Development and Success](#) also includes their designate(s).
- 3.00 Nothing in these procedures limits ~~the any authorities to suspend or deal summarily with any matter of Student discipline arising from President's authority to suspend a student and to deal summarily with any matter of student discipline~~[the University Act](#).

Submission of an Allegation

- 4.00 Wherever possible, members of the University Community are encouraged ~~to use respectful and direct communication to resolve incidents or disputes informally by way of apology, conciliation (including restorative justice), education, consultation, or mediation to address Student conduct concerns through early intervention, using direct communication, setting expectations, and providing support, education, and consultation.~~
- 5.00 Where ~~informal processes~~[a Voluntary Resolution Process is](#) ~~are~~ conducted, but ~~does~~ not result in a resolution, then the university may revert to a ~~F~~formal [Investigation](#)~~process~~.
- 6.00 Where ~~informal early resolution intervention~~ is not possible or appropriate, a University Community member who believes that a Student has ~~committed~~[engaged in](#) Non-Academic Misconduct may submit an allegation in writing to the Office of Student Life ~~using the Non-Academic Misconduct Incident Report Form~~.
- 6.01 [In order for the Office of Student Life to consider a Resolution Process under this policy, the written allegation must, to the extent possible, include a sufficient description of the alleged incidents with details including:](#)

- (a) the name of the Student alleged to have engaged in the alleged Non-Academic Misconduct;
- (b) time, date and location of the incident(s);
- (c) a description of the incident and alleged Non-Academic Misconduct including, for example, actions, words used, and/or the nature of harm or impact;
- (d) the name(s) of other individual(s) involved; and
- (e) information about the initial response.

6.02 University Community members may access support from the Office of Student Life for assistance in submitting an allegation.

6.03 The university encourages Complainants to submit allegations as soon as possible after the incident occurs.

~~5.01—Allegations must include:~~

- ~~(a) a description and relevant information regarding the alleged incident including the time(s), date(s) and location(s) of the incident(s) and potential witnesses; and the Complainant's name and signature.~~

7.00 Visitors or other individuals who are not University Community members may submit allegations by using the [Non-Academic Misconduct Incident Report Form](#) ~~submitting an allegations in writing to the Office of Student Life~~ or by contacting Campus Security [Services](#).

~~Potential incidents of Non-Academic Misconduct may be reviewed or investigated in absence of an allegation.~~

Preliminary Review of an Allegation

8.00 When an allegation of Non-Academic Misconduct is submitted to the Office of Student Life, ~~the Office of Student Life~~ will review the allegation and may decline to proceed with ~~an investigation~~ a Resolution Process, including Formal Investigation, in cases where the Office of Student Life is of the opinion that:

- (a) the allegation falls within the jurisdiction of another university policy, procedure or regulation and it is more appropriate to proceed under that policy or regulation;
- (b) the allegation(s) does not constitute a violation of or is outside the scope of the ~~Resolution of~~ Non-Academic Misconduct ~~Allegations-P~~ policy;
- (c) an unreasonable amount of time has elapsed since the alleged incident such that it would preclude resolution of the allegation;
- (d) the allegation has been adequately addressed by another process;
- (e) the allegation could be more appropriately addressed by ~~conflict coaching~~ a support intervention, facilitated dialogue, community-based process (e.g., restorative justice, or mediation), or police intervention, or another process;
- (f) the allegation is being addressed by another process and it is reasonable to put the allegation in abeyance pending the outcome of such a process;
- (g) when alleged Non-Academic Misconduct occurs in the context of significant non-jurisdictional concerns and it is determined that the application of Non-Academic

- Misconduct Policy a Resolution Process would be inappropriate, unfair, or ineffective in addressing the scale of the reported harm(s) and/ or impacts; or
- (h) the allegation is trivial, false, frivolous, or vexatious.
- 8.01 Where the Office of Student Life declines to proceed with investigating a Resolution Process to respond to an allegation under this policy, the office will notify the Complainant in writing of the decision, or of the need for further time to make a decision, within ~~ten-fifteen~~ (15) university business days of receiving the allegation and will include the rationale for the decision not to investigate-proceed as well as notice of the Complainant's right to appeal this decision (see 8.02, below).
- 8.02 The Complainant may submit a written appeal, per the procedures outlined in the Procedures for Appealing Decisions under the Non-Academic Misconduct Policy, of the decision not to investigate an allegation to the Associate Vice-President Student Affairs Executive Director, Student Services within five-fifteen (15) university business days of receiving the decision only where:
- (a) relevant information emerges that was not available at the time of the decision; and/or
- (b) the Complainant reasonably believes and can demonstrate that the decision not to proceed with an investigation Resolution Process was biased.
- 8.03 The Executive Director, Student Services Associate Vice-President Student Affairs (or designate) will review the written appeal and may meet with the Complainant before making a final determination on whether a Resolution Process n-investigation of the allegation will occur under the Resolution of Non-Academic Misconduct Allegations Ppolicy. The Executive Director, Student Services Associate Vice-President Student Affairs may make a recommendation as to which office or policy would most appropriately resolve the allegation.

- University-Led Response
- 9.00 The university may take steps under this policy in-place of as ththeea Complainant where:
- (a) the Office of Student Life is made aware of a-conduct-concernan allegation(s) that indicates an alleged violation of this policy and determines that a Resolution Process is necessary to address the behaviour and mitigate risk and/or impact without the need for a Complainant;
- (b) the impacted party is concerned for their safety and does not wish to actively participate in the Resolution Process;
- (c) the alleged Non-Academic Misconduct indicates a pattern of non-compliance and must be considered in light of other response processes that are external to the immediate allegation;
- (d) a Unit is the primary impacted party;
- (e) the alleged Non-Academic Misconduct has been addressed unsuccessfully through another Resolution Process external to this policy, prior to referral to the Office of Student Life; or
- (f) the Office of Student Life identifies additional factors that indicate a positive obligation to respond on behalf of the University.

Early Intervention and Unit Support

10.00 The Office of Student Life can support early intervention by engaging in the following:

- (a) providing University Community members with information about university-wide expectations that apply to the conduct of all Students and support for how to communicate these expectations to Students;
- (b) supporting a Unit to deliver an Advisement of Community Expectations specific to their context;
- (c) engaging with Students to discuss the impacts of a behaviour or actions, to support learning and restoration without the initiation of a Resolution Process;
- (d) supporting consistency of responses across Units;
- (e) meeting with University Community members to discuss options for responding to concerns including referrals to other Units and resources;
- (f) offering Student support resources and information to promote individual and community wellbeing;
- (g) providing education and support to Units on conflict engagement and de-escalation; and
- (h) consulting and supporting initiatives on campus that focus on pro-social engagement, harm reduction, respectful communication, and community living.

Resolution Processes

11.00 The Office of Student Life may address and resolve allegations of Non-Academic Misconduct using any of the Resolution Processes described within these procedures. These Resolution Processes are not sequential in nature, and decisions about the appropriate Resolution Process will be made by the Office of Student Life in consideration of the factors identified below.

12.00 The Office of Student Life will review allegations of Non-Academic Misconduct, determine the appropriate Resolution Process to address the behaviour, and assess whether or not this policy has been violated. This review will include consideration of the following:

- (a) nature and severity of the incident;
- (b) degree of reported impact;
- (c) degree of accountability reported; and
- (d) potential risk to community

Advisement of Community Expectations

13.00 The purpose of delivering an Advisement of Community Expectations may be to:

- (a) notify a Student that their alleged behaviour does not align with the expectations for the conduct of all Students at the university;
- (b) provide a written summary of allegations that have been raised in a manner that does not indicate disciplinary action;
- (c) provide information about support resources where appropriate; or
- (d) provide an institutional letter reminding the Student of community expectations following a disciplinary process that has been conducted through another policy or process.

Voluntary Resolution Process

14.00 During the Voluntary Resolution Process, the Office of Student Life will:

- (a) notify a Respondent of the reported allegation(s) about their conduct;
- (b) engage in dialogue about the Respondent's perspective, context of concern(s), impacts, accountability, and supports;
- (c) consult with impacted University Community member(s) to gather information, manage impacts, and provide support;
- (d) in collaboration with the Respondent, when possible, determine appropriate and agreed-upon outcomes to mitigate the risk of future conduct concerns, manage individual and community safety, and repair harms to the University Community;
- (e) provide a structured dialogue to introduce wellness and health support resources where information suggests that the concerning behaviour(s) may be related to unmet wellness needs; and
- (f) provide referrals to support resourcing to encourage positive community engagement.

Alternative Dispute Resolution

~~After receiving and reviewing an allegation of non-academic misconduct, the Office of Student Life may determine that an alternative dispute resolution process is suitable to attempt to resolve an allegation.~~

- ~~(a) — An alternative dispute resolution process may include: restorative justice, mediation or facilitated conversation between the parties, conflict coaching, or creation of a community accountability agreement and/or letter of expectation. Where appropriate, sanctions as outlined in section 17.00 may be applied to any Student participant in an alternative dispute resolution process.~~
- ~~(b) — To apply an alternative dispute resolution process, the Complainant(s), Respondent(s) and the university must all voluntarily agree to enter into the process. Informed consent is collected from Participants.~~
- ~~(c) — Any information that a Participant submits to the Office of Student Life within an alternative dispute resolution process may be used in a formal investigation should the university determine that an incident requires investigation, or if a suitable agreement cannot be reached within the alternative dispute resolution process.~~
- ~~(d) — Where an alternative dispute resolution process is conducted, but does not result in a resolution, then the university may revert to a formal investigation process as outlined in section 11.00 to 14.00.~~

Investigation and Determination

~~12.00~~15.00 Where an allegation of Non-Academic Misconduct has been made against a Student and it is determined that a Formal investigation will be undertaken, the Respondent will be provided in writing with:

- (a) a notice of the allegation sufficient to allow the Respondent to understand the nature of the allegation (subject to any redactions made in response to health or safety concerns), including the material details of the allegations being made;
- (b) a summary of pertinent information regarding the alleged Non-Academic Misconduct;
- (c) a timeline for providing relevant documentation;
- (d) a proposed interview date and time (including notice of the right to reschedule within reasonable timeframes and under reasonable circumstances);
- (e) information on available Student supports, services including information on the university Ombudsperson; and
- (f) access to a copy of the Resolution of Non-Academic Misconduct Allegations Policy and other relevant supporting university policies or documents.

15.01 While ~~the~~ Office of Student Life will make multiple efforts to contact a Student regarding an allegation, it is the Student's responsibility to monitor email and respond.

~~13.00~~16.00 The Office of Student Life, ~~in consultation with the General Counsel,~~ may appoint an investigator who is external to the university. If so, the investigator will ~~carry out the Office of Student Life's responsibilities under sections 13.00 to 13.06~~ conduct interviews as appropriate with individuals who may have information related to an incident including, but not limited to, the Complainant, Respondent and/ or Witness(es), and will prepare a written report according to section ~~18.00~~14.00.

~~14.00~~17.00 As part of the Formal iInvestigation, the Office of Student Life will gather and review relevant information and conduct interviews as appropriate with the Complainant, Respondent, Witness(es) and/ or, pertinent members of the uUniversity Communitystaff, ~~and any itnesses to the alleged incident.~~ The Office of Student Life will forward a summary of the information collected during the Formal iInvestigation to the Respondent, subject to confidentiality and privacy.

17.01 The Office of Student Life will ~~conduct~~ provide an opportunity for an interview with the Respondent to review the allegation and the information collected in the Formal iInvestigation.

17.02 A Participant may be accompanied by a Support Person at an interview. The Office of Student Life can, upon request, provide an neutral-impartial Support Person when a Student Participant has not identified one. A Support Person does not speak on behalf of a Participant; information must come directly from the Participant (unless the investigator allows otherwise). Where a Support Person has information about, or was involved in, the alleged Non-Academic Misconduct incident, the Support Person ~~will~~ may be interviewed separately and prior to the Participant. In ~~the cases where that~~ the Support Person has an identified conflict of interest related to the incident under investigation allegation of Non-Academic Misconduct, the Office of Student Life may require a Participant to use an alternate Support Person in order to safeguard a fair process.

- 17.03 Where a Participant intends to be represented by legal counsel at an interview, the Participant must provide the Office of Student Life with a minimum of ~~three-two~~ (32) university business days' notice in advance of the interview.
- (a) The Office of Student Life may, in this case, ~~requireest~~ that university legal counsel be present at an interview to observe or provide advice as required, and would inform the Respondent of this accordingly.
- 17.04 Upon completion of the interview with the Respondent, the Office of Student Life will provide the Respondent with a reasonable opportunity to submit an additional response or any relevant documentation related to the allegation.
- 17.05 There is no general right to cross-examination. ~~However,~~ the Respondent will be given an appropriate opportunity to ~~assess and~~ challenge the relevant contents of the summary of thre information collected, keeping in mind the nature of the allegation, any conflicts in the information, and the importance of ensuring the safety and security of the Complainant and Witness(es).
- 17.06 A decision may be made based on available information, including in such cases -a case where (after multiple attempts to reach the Respondent) the Respondent does not:
- (a) attend a scheduled interview;
 - (b) provide relevant information or documentation requested during the Formal Investigation;
 - (c) submit an additional response or documents pursuant to ~~17.04172.04;~~ or
 - (d) otherwise cooperate with the Formal Investigation.

~~15.00~~18.00 Where a decision on an allegation of Non-Academic Misconduct has been made, the Respondent will be provided with written notice summarizing: Upon completing an investigation of an allegation of Non-Academic Misconduct, the Office of Student Life will prepare a written report summarizing:

- (a) the alleged Non-Academic Misconduct;
- (b) ~~the information available on the alleged incident(s) and other pertinent information;~~
- (c) the findings of the Formal Investigation including a statement dismissing or confirming the allegation;
- ~~(e)~~(d) the rationale for any decision made; and
- ~~(d)~~ any sanction(s) to be applied ~~or recommended in accordance with section 15.00—18.00 of these procedures.~~

19.00 At times, where appropriate, a Formal Investigation process may be expedited for efficiency, clarity, or to minimize impacts. The steps of a Formal Investigation process may be consolidated in this case. An expedited process provides a streamlined and structured response and will preserve the components of a Formal Investigation, as set out in these procedures, including the opportunity to receive a summary of the information collected and an opportunity to respond prior to a decision being made

Sanctions

~~16.00~~20.00 In cases of confirmed Non-Academic Misconduct, sanctions may be applied independently or in combination as appropriate.

~~17.00~~21.00 In determining an appropriate sanction as a result of confirmed Non-Academic Misconduct, consideration may be given to factors including:

- (a) the seriousness and impact of the Respondent’s conduct on the University Community, a University Activity or the university’s reputation or ~~property premises~~;
- (b) whether the incident is isolated;
- (c) whether the incident was inadvertent or ~~deliberate intentional~~;
- (d) whether other university policies were violated;
- (e) ~~whether the Respondent demonstrated personal responsibility and/ or insight for the confirmed incident of Non-Academic Misconduct~~;
- (f) related financial costs; ~~and~~
- (g) ~~whether the Respondent has actively engaged in appropriate education, programming, support, interventions, or restorative engagement to proactively mitigate University Community impact and future harm; and~~
- (h) any other mitigating factors.

~~18.00~~22.00 Where, after completing the Formal ~~i~~nvestigation, the Office of Student Life has concluded on a balance of probabilities that Non-Academic Misconduct has occurred and a sanction may be appropriate, the Office of Student Life may apply sanctions up to, but not including, suspension. The following provides a non-exhaustive list of detailed examples of sanctions. -A Student may only be suspended as set out in section 61 of the University Act, which grants the power to the Only the President to may-suspend a Student (see section 23.002-28.00).

Sanction Examples	
Type	Description
Written Warning	A letter from the university that provides details on the violation and a warning to the Student that an additional violation will result in a more severe sanction(s).
Written Apology	Student provides a written apology to a member of the University Community, third party, or other individual(s) affected by the Student’s conduct.
Letter of Expectation	A letter specifying the university’s behavioural expectations of a Student, which may include conditions for continued participation in University Activities or continued access to university property premises .
Education/Training or Project	<u>A requirement that a Student completes a specified education/training program (such as alcohol/substance awareness training or an anger management course), or</u>

	completes an assignment (such as a research or reflection paper) (such as a workshop, educational session, facilitated learning, skill-development course).
Referral	Student is referred to appropriate community resources, such as alcohol/substance assessment.
<u>Behavioral Intervention and Assessment</u>	<u>Student is required to engage in an assessment for the purpose of understanding appropriate supports, interventions, accommodations, or strategies necessary to ensure safe and appropriate engagement in University Activities.</u>
Community Service	Student completes a designated number of hours of volunteer service within the university or in the broader community.
Suspension-Restriction or Denial of Specified University Privileges	Suspension-Restriction or denial of specified university privileges for a defined period of time.
Residence Relocation	Requiring a Student to vacate their current university residence and relocate to other on-campus housing.
<u>Reflection Assignment</u>	<u>Requiring a Student to submit a reflection assignment aimed at promoting reflection, learning, accountability and personal development.</u>
Eviction from Residence	Loss of the privilege of living in any university housing or visiting the Residence complex at any time. Eviction may be permanent, or a Student may be permitted to re-apply to live in Residence after a specified period of time and/or after specific conditions have been met.
Restitution	Payment of a specified amount to the university or to an affected member of the University Community, group or third-party if monetary loss has occurred as a result of the <u>Non-Academic Misconduct</u> . Where a Student is unable to provide financial restitution; the Student may be required to participate in an educational workshop, complete a written assignment, or provide a service to the University Community.

Restricted Access	Restriction of the Student's access to university property premises or segments of university property premises or to a University Activity for a specified period of time.
Time-Limited Suspension	Loss of academic or other university privileges, which may include a restriction on entering all or segments of university property premises , for a specified period of time.
Permanent Suspension	Permanent loss of academic or other university privileges, which may include a restriction on entering all or segments of university property premises .

- 21.01 As part of any sanction other than suspension, a Respondent may be required to report to the Office of Student Life or other university Unit for compliance or follow-up purposes.
- 21.02 ~~If needed, the~~ Office of Student Life may place an administrative hold to prevent course registration ~~on a Respondent's registration account if needed~~ to ensure compliance with sanctions.

Suspension of a Student

~~19.00~~23.00 Where, after completing the Formal ~~i~~Investigation, the Office of Student Life confirms on a balance of probabilities that Non-Academic Misconduct has occurred and an appropriate sanction may include (permanent or time-limited) suspension, the Office of Student Life will forward the report created under section ~~18.00~~184.00 of these procedures to the Associate Vice-President Student Affairs for review.

- 22.01 The Associate Vice-President Student Affairs will review the report and determine if further investigation or consultation is necessary and will make a recommendation to the President as appropriate.
- 22.02 Decisions on suspension will be determined by the President. The action of the President is final and subject in all cases to an appeal to the Senate.
- 22.03 The Respondent will be given an opportunity to review the investigator's findings and make submissions to the President on the appropriate sanction.
- 22.04 Suspensions (permanent or time-limited) will be documented on a Student's transcript for the duration of the suspension.

~~20.00~~24.00 When a suspension is imposed under this policy, the President (or designate) will inform:

- (a) Campus Security Services;
- (b) the Associate Vice-President Student Affairs;
- (c) the Office of the Registrar and Enrolment Management;

- (d) the Dean of the Respondent's faculty;
- (e) the General Counsel; and
- (f) the Senate Committee on Appeals (with a statement of the President's reasons).

Communication with the Respondent

~~21.00~~25.00 Upon conclusion of the Formal Investigation and determination of any sanction(s), ~~the university will provide the written decision and reasons to the Respondent as soon as reasonably possible,~~ the Respondent will be provided with written notice of the rationale for any decision made and of any sanction(s) to be applied, -and information about the Respondent's right to appeal the decision. The Respondent will be provided with an opportunity to have the decision explained to them.

24.01 If a suspension is imposed (permanent or time-limited), this will be documented on a Student's transcript for the duration of the suspension.

~~22.00—A Respondent will be given the opportunity to have the decision and its implications explained to them in person.~~

Communication with Complainant

26.00 The university will notify the Complainant of the outcome of the ~~decision~~Formal Investigation, and will inform the Complainant about any sanctions that have been imposed if doing so is necessary for health or safety reasons or because a sanction affects the Complainant. Complainants do not have a general right to know whether the university has disciplined the Respondent, or which sanctions are imposed. This is the Respondent's personal information, according to FIPPA, and generally only the Respondent may decide to release it.

PROCEDURES FOR APPEALING DECISIONS UNDER THE NON-ACADEMIC MISCONDUCT APPEAL PROCEDURES POLICY

Procedural Authority: President
Procedural Officer: Associate Vice-President
Student Affairs

Effective Date: August, 2017
Supersedes: August, 2011

Parent Policy: [Resolution of Non-Academic
Misconduct Allegations](#)

Last Editorial Change:

PURPOSE

- 1.00 The purpose of these procedures is to set out the process for a [Complainant's or Respondent's appeal of a decision made under a Non-Academic Misconduct proceeding this policy](#).

PROCEDURES

- 2.00 In these procedures, references to the Associate Vice-President Student Affairs also includes their designate.
- 3.00 ~~A Complainant may appeal a decision not to investigate allegations of Non-Academic Misconduct that they reported.~~
- 4.00 ~~A Respondent may appeal the following decisions:
(a) the application of Provisional Administrative Measures;
(b) finding(s) of responsibility under this Policy; and
(c) sanction(s) applied.
Where a decision has been made against a Respondent under a Non-Academic Misconduct proceeding, the Respondent may appeal the decision within ten (10) university business days of receiving notice of the decision and reasons (or within two months if the Respondent has been suspended), providing that there are sufficient grounds for appeal. An extension of time to submit an appeal may be granted in reasonable circumstances as determined by the Associate Vice-President Student Affairs or the Senate committee, as appropriate~~
- 5.00 An appeal of the President's decision to suspend a Student from the university is made to the Senate. -The appeal will be heard by a Senate committee. [More information about this process can be found on the University Secretary's website.](#)
- 6.00 Appeals of all other ~~sanctions decisions~~ are made to the Associate Vice-President Student Affairs, who will decide the appeal. [The Appellant may appeal a decision within fifteen \(15\) university business days, provided there are sufficient grounds for appeal. An extension of time to submit an appeal may be granted in reasonable circumstances as determined by the Associate Vice-President Student Affairs in their sole discretion.](#)

7.00 An appeal under these procedures is ~~a pure appeal only~~, not a re-hearing. The appeal body will review the information that was available to the decision maker.

8.00 Any sanctions will remain in force until the appeal has been decided.

Grounds for Appeal

9.00 A Respondent may not appeal a decision based solely on disagreement with the sanction imposed.

10.00 Sufficient grounds for appeal to the Associate Vice-President Student Affairs include one or more of the following:

- (a) relevant information emerges that was not available at the time of the original decision;
- (b) the ~~Student who wishes to appeal Respondent~~ believes and can demonstrate the ~~decision or Formal Investigation or decision~~ was biased;
- (c) the processes or procedures set out in the ~~Resolution of Non-Academic Student Misconduct Allegations Policy~~ were not followed which may have substantially affected the outcome; or
- (d) the severity of the decision or sanction imposed reasonably exceeds the nature of the ~~Non-Academic Misconduct~~.

11.00 Sufficient grounds for appeal to the Senate will be in accordance with the designated Senate committee's terms of reference.

Procedures for Appealing a ~~Sanction Decision to the Associate Vice-President, Student Affairs~~

12.00 A Student who wishes to appeal a sanction to the Associate Vice-President Student Affairs must file a written statement of appeal that includes:

- (a) a statement of the grounds for appeal (see section ~~10.00~~10.09);
- (b) a statement of facts relevant to the grounds for appeal;
- (c) an explanation as to why any new information provided was not available at the time of the decision;
- ~~(e)~~(d) a statement of the remedy or relief sought;
- ~~(d)~~(e) copies of relevant documents that support the Student's appeal; and
- ~~(e)~~(f) the names and statements from any Witness(es) relevant to the appeal.

13.00 The Associate Vice-President Student Affairs will review the written statement of appeal and all other material submitted, and will determine if there are sufficient grounds to proceed with the appeal.

14.00 The Associate Vice-President Student Affairs will normally decide an appeal on the basis of written materials only. However, the Associate Vice-President Student Affairs may exercise their discretion to convene a meeting with the Student ~~and a representative from the Office of Student Life~~, if requested~~either requests it~~.

14.01 If the Associate Vice-President Student Affairs decides to convene a meeting, they will provide the Student with at least five (5) university business days' notice of the time of the meeting. The Student may request that the meeting be rescheduled within reasonable timeframes and under reasonable circumstances.

~~14.02~~ The Student may be accompanied by a Support Person. Where the Student intends to be represented by legal counsel, the Student must provide the Associate Vice-President Student Affairs with a minimum of ~~three-two~~ (32) university business days notice in advance of the meeting.

(a) The Associate Vice-President Student Affairs may, ~~in this case, request~~ ~~require that~~ university legal counsel be present to observe or provide advice as required, ~~and would inform the Respondent of this accordingly.~~

~~14.02~~14.03 The Associate Vice-President Student Affairs may request that other individuals attend the meeting as required.

15.00 The Associate Vice-President Student Affairs will review relevant information, seek advice as necessary, and decide an appeal within ~~fifteen-thirty~~ (30~~15~~) university business days after receiving all written submissions or the date of a meeting convened under section ~~14.00~~13.00, whichever is later.

16.00 The Associate Vice-President Student Affairs may, after reviewing the relevant information:

(a) uphold the original decision and/or sanction(s);

~~(b) reverse the decision;~~

~~(e)~~(b) reverse or modify the decision or sanction(s); or

~~(d)~~(c) determine that a procedural error occurred and refer the matter back to the Office of Student Life ~~to undertake a new Resolution Process~~for re-investigation.

17.00 The Associate Vice-President Student Affairs' decision ~~will be final and~~ will be communicated to the Student in writing within five (5) university business days of the decision being made.

Procedures for Appealing a Sanction to the Senate

18.00 A Student's appeal of a sanction to the Senate will be heard by the Senate Committee on Appeals or another Senate committee as designated by the Senate.

19.00 A Student who wishes to appeal a suspension must file a written statement of appeal to the designated Senate committee. Appeals will be submitted and heard in accordance with the Senate committee's terms of reference.

~~20.00—The determination by the Senate is final.~~

**STUDENT NON-ACADEMIC
MISCONDUCT POLICY****University Policy No:** AC1300**Classification:** Academic and Students**Approving authority:** Senate and Board of Governors**Effective date:** August 2017**Supersedes:** August 2011**Last Editorial Change:****Mandated review:** August 2024**Associated Procedures and Appendices:**[Appendix "A" – Examples of Student Non-Academic Misconduct](#)[Appendix "B" – Statement of Rights of Participants, Complainants, and Respondents](#)[Appendix "C" – Statement of Protections of Students in Substance Use Medical Emergency](#)[Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#)[Procedures for Appealing Decisions under the Non-Academic Misconduct Policy](#)

PURPOSE

- 1.00 The university strives to be a diverse, dynamic and welcoming learning community. The purpose of this policy is to:
- (a) help foster a campus community characterized by respect, accountability, fairness, safety, and wellbeing;
 - (b) identify what constitutes Non-Academic Misconduct;
 - (c) set out transparent processes for submitting, reviewing and resolving allegations of Non-Academic Misconduct, including early intervention, voluntary processes or investigating allegations, where appropriate; and
 - (d) articulate the rights and responsibilities of Students and Participants involved in Non-Academic Misconduct proceedings.

DEFINITIONS*For the purposes of this policy:*

- 2.00 **Administrative Authority** is the senior individual designated as the administrative lead and/ or decision-making authority for a Unit. This may include, but is not limited to: Vice-Presidents, Associate Vice-Presidents, Deans, Chairs, Executive Directors, Directors or other senior positions at the university.
- 3.00 **Advisement of Community Expectations** means a Resolution Process that communicates community-wide behavioural expectations according to the principles and procedures set out in this policy.
- 4.00 **Appellant** means an individual who appeals a decision under the Non-Academic Misconduct Policy.

- 5.00 **Complainant** means an individual who makes an allegation of Non-Academic Misconduct.
- 6.00 **Formal Investigation** is a Resolution Process involving an administrative investigation conducted in alignment with the principles and procedures set out in this policy.
- 7.00 **Provisional Administrative Measures** means temporary, non-disciplinary measures applied by the Office of Student Life during a Resolution Process to mitigate impact and preserve the integrity of the Resolution Process.
- 8.00 **Non-Academic Misconduct** includes but is not limited to where a Student engages in any of the following types of conduct on university premises or in connection with a University Activity:
- (a) theft, damage or destruction of property;
 - (b) unauthorized entry or presence on university premises;
 - (c) fraud or impersonation;
 - (d) disruptive behaviour that impacts the wellbeing of University Community members and/ or the safety of University Activities.
 - (e) dangerous behaviour that risks, or results in harm to, the health or safety of any person;
 - (f) manufacturing, sale, or distribution of substances, including illegal drugs or prescription drugs, or alcohol, for substantial personal benefit; or
 - (g) other activities that could or do result in administrative penalty, criminal charges, conviction, or a court judgment.

Appendix "A" provides a non-exhaustive list of detailed examples of Non-Academic Misconduct which may engage the processes and sanctions outlined in this policy and its associated procedures.

- 9.00 **Participant** means an individual, including a Complainant, Respondent or Witness to a Resolution Process, who participates in a Resolution Process related to a Non-Academic Misconduct allegation.
- 10.00 **Respondent** means a Student who is alleged to have violated this policy.
- 11.00 **Resolution Process** means a structured response to an allegation of Non-Academic Misconduct addressed under this policy and applied according to the principles, rights, and authorities contained within this policy and in alignment with the associated procedures. This may include a Formal Investigation, Voluntary Resolution Process, or Advisement of Community Expectations.
- 12.00 **Student** includes all of the following:
- (a) a person who is registered for the current or a future term, in one or more credit or non-credit course(s);

- (b) at the undergraduate level, a person who has been registered in one or more course for credit in at least one of the previous two sessions and is eligible to continue in a program of study;
 - (c) at the graduate level, a person who is on an approved or personal leave;
 - (d) a person registered in a course as an Auditor; or
 - (e) a person who has been formally admitted to the university for the purposes of registering in courses for credit, but who has not yet registered and/ or attended classes.
- 13.00 **Support Person** means an individual who provides support or advice to a Complainant, Respondent, or Witness during a Non-Academic Misconduct proceeding.
- 14.00 **Unit** means academic or administrative areas at the university, including, but not limited to: faculties, divisions, departments, schools, offices and centres.
- 15.00 **University Activity** means any activity that is directly connected to the operations of the university at any location, or any activity where a Student has been approved by the university to represent the University of Victoria. A University Activity includes, but is not limited to:
- (a) in-person and online courses;
 - (b) athletic events;
 - (c) artistic performances;
 - (d) placements (including co-op and practica);
 - (e) academic or professional conferences; and
 - (f) academic or research field work or exchange.
- 16.00 **University Community** means:
- (a) Students;
 - (b) employees of the university;
 - (c) anyone holding a university appointment;
 - (d) post-doctoral fellows;
 - (e) all individuals employed under contracts with university faculty members as the employer and who provide research or administrative services directly supporting faculty members' research activities;
 - (f) visiting researchers;
 - (g) anyone contractually required to abide by university policies;
 - (h) anyone volunteering with a university program or activity;
 - (i) members of the Board of Governors and Senate; and
 - (j) anyone who ordinarily resides in university residences.
- 17.00 **Voluntary Resolution Process** means a Resolution Process that includes engaging with a Student to voluntarily resolve an allegation of Non-Academic Misconduct according to the principles and procedures set out in this policy.
- 18.00 **Witness** means an individual who may have information related to the alleged incident of Non-Academic Misconduct.

SCOPE/JURISDICTION

- 19.00 This policy applies to the conduct of Students on university premises and/or when participating in a University Activity.
- 19.01 This policy does not address academic appeals or matters related to academic integrity as set out in the [university's Undergraduate and Graduate Academic Calendars and/ or other procedures and policies as applicable](#).
- 19.02 Both University Community members and individuals who are not University Community members may submit allegations of Non-Academic Misconduct committed by Students.
- 19.03 Where a Student makes an allegation of Non-Academic Misconduct about an individual that is not a Student (employee, member of the public etc.), the Office of Student Life will make reasonable efforts to refer the Student to the appropriate responding Unit or resource.
- 19.04 This policy applies to digital or online behaviour that occurs on university information systems or online platforms. This includes activities that take place on university information systems, messages sent through them, or activity that uses information obtained from them. Online behaviour that does not involve university information systems is not in scope of this policy
- 19.05 This policy does not generally address the behaviour of individuals acting in the capacity of employees, volunteers, or club members with the University of Victoria Students' Society, University of Victoria Graduate Students' Society or third-party entities. Such behaviour will generally be addressed under the University of Victoria Students' Society's, Graduate Students' Society's, or other applicable policies and protocols.
- 20.00 This policy continues to apply to a Student who withdraws from the university or takes a leave of absence, if the Student was registered or participating in a course or program at the time that Non-Academic Misconduct was alleged to have occurred.
- 21.00 This policy is designed to be used in conjunction with other university policies and documents that set out conduct expectations, including but not limited to those listed in the Related Policies and Documents section of this policy.
- 21.01 When circumstances arise that are specifically addressed under other university policies, procedures, or regulations, the processes and response mechanisms contained within those documents will normally be followed unless the Director, Student Life (or designate), in consultation with the appropriate Administrative Authority for the other policy or process, deems that it is appropriate to proceed under this policy.
- 21.02 A Student's conduct may be reviewed and responded to under other university policies or processes, and/or collective agreements (when a Student is also a university employee), in addition to this policy. Proceedings under this policy will

respect a Student's rights under other policies, processes, or collective agreements. In cases where more than one policy or process may apply, the Office of Student Life will consult with the General Counsel to determine jurisdiction, and will work with appropriate Units as determined.

- 21.03 A Student athlete's conduct may be reviewed and responded to under the [Student Athlete Code of Conduct](#) where it is appropriate to do so. Wellness, Recreation and Athletics may refer Student athlete's Non-Academic Misconduct allegations under this policy instead of, or in addition to, any actions taken by Athletics and Recreation.
- (a) Allegations involving Non-Academic Misconduct with impacts beyond the athletics environment will be referred to the Office of Student Life for review and response.
- 21.04 A Student's conduct in university residences may be reviewed and responded to by Residence Services under Residence policies, contracts, and Community Living standards where it is appropriate to do so. Residence Services may refer Student Non-Academic Misconduct issues for review and response under this policy instead of, or in addition to, any action taken by Residence Services.
- (a) Allegations involving Non-Academic Misconduct with impacts beyond the Residence environment will be referred to the Office of Student Life for review and response.
- 21.05 A Student's conduct in the learning environment, or in connection to academic activities, may be reviewed and responded to under the Academic Calendar or relevant guidelines for conduct in learning environments, where it is appropriate to do so. The Office of Student Life may also provide advice, guidance, and support for Units responding to Student conduct matters.
- (a) Allegations involving Non-Academic Misconduct with impacts beyond the learning environment will be referred to the Office of Student Life for review and response
- 21.06 A Student's behaviour in the First People's House may be reviewed and responded to under the policies, procedures, teachings, and protocols determined by the Office of Indigenous Academic and Community Engagement.
- (a) Allegations involving Non-Academic Misconduct with impacts beyond the First People's House will be referred to the Office of Student Life for review and response
- (b) The Office of Student Life, in consultation with the Office of Indigenous Academic and Community Engagement, will offer Indigenous Students culturally appropriate supports to navigate Resolution Processes under this policy
- 21.07 In cases where the application of this policy conflicts with another university policy, the Office of Student Life, in consultation with the appropriate Administrative Authority, will determine an appropriate course of action consistent with the applicable policies. The Office of Student Life may consult with General Counsel as necessary. Where the appropriate Administrative Authority is in question, the relevant member of Executive Council will designate the Administrative Authority.

- 21.08 In circumstances where the OSL initiates a response under this policy that includes behavior covered by the Discrimination and Harassment Prevention and Response Policy (GV0205), OSL will consult with EQHR and will also consider the preference of the Complainant in determining whether a response under this policy is appropriate. For example, where a student does not wish to act as a Complainant under GV0205, the university may consider the application of a Resolution Process under this policy where appropriate. Decisions of this nature will be determined in consultation with EQHR.
- 21.09 In circumstances where the OSL initiates a response under this policy that includes behaviour covered by the Sexualized Violence Prevention and Response Policy (GV0245), the OSL will consult with EQHR and will also consider the preference of the Complainant in determining whether a response under this policy is appropriate. For example, where a student does not wish to act as a Complainant under GV0245, the university may consider the application of a Resolution Process under this policy where appropriate. Decisions of this nature will be determined in consultation with EQHR.
- 22.00 The university may take action beyond the scope of this policy by following the Response to At-Risk Behaviour Policy (SS9125) and other applicable policies, where it is reasonably believed that immediate action is required to:
- (a) protect the health or safety of any individual or the University Community;
 - (b) prevent damage or destruction of the university's property, infrastructure or assets;
or
 - (c) remove a Student from university premises, limit a Student's use of the premises, or impose other interim measures where there is a high potential of risk to themselves or others posed by the Student's continued presence.
- 23.00 The university may undertake proceedings under this policy where the matter is also being investigated or reviewed by a law enforcement agency or authority external to the university. If the university's Resolution Process determines that the Non-Academic Misconduct Policy has been violated, the university may respond, including the application of sanctions and outcomes applied to a Student, regardless of any other discipline applied externally.
- 23.01 No aspect of this policy will prevent the university from referring a matter to an appropriate law enforcement agency as required or deemed advisable by Campus Security Services.

General Principles

- 24.00 As part of the University Community, each Student is responsible for their personal conduct as it affects the University Community, University Activities and the university's premises.
- 25.00 Students who are on university premises and/or participating in a University Activity are expected to assume responsibility for their actions, ensure lawful personal conduct, and respect the rights, privileges and safety of others.

- 26.00 The university will endeavor to consider a Student's unique context, experiences, and perspectives when supporting a student through a Resolution Process under this policy.
- 26.01 Actions taken under this policy will aim to balance community safety and wellbeing with an individuals' interests and needs.
- 27.00 The university will administer this policy in a manner that acknowledges the inherent power dynamics, barriers, and impacts of institutional processes and will offer supports to mitigate these impacts.
- 28.00 The university will take action to uphold this policy, and other institutional policies and procedures, and will be transparent where there are limitations related to such policies or processes.

POLICY

Interpretation

- 29.00 This policy and its associated procedures will not be interpreted in a manner that:
- (a) limits the President's authority to deal summarily with any matter of Student discipline in accordance with the *University Act*;
 - (b) unreasonably limits demonstrations or assemblies that have followed appropriate policies and processes, are non-violent and non-destructive;
 - (c) unreasonably limits the free expression of ideas; or
 - (d) prevents any member of the University Community or member of the public from proceeding with criminal or civil actions independent of any action(s) taken by the university.

Rights of Participants

- 30.00 The university recognizes its responsibility to take measures to review and respond to allegations of Non-Academic Misconduct within the University Community. An overview of the rights of Participants, Complainants, and Respondents who engage in a Non-Academic Misconduct Resolution Process is set out in Appendix B.
- 31.00 The university is committed to providing clear and transparent Resolution Processes when responding to allegations of Non-Academic Misconduct and is committed to implementing the principles of natural justice and procedural fairness in the resolution of allegations under this policy.
- 32.00 A Participant may, at their discretion, have a Support Person attend any meeting related to an allegation of Non-Academic Misconduct to provide support. The Office of Student Life can provide an impartial Support Person, upon the request of a Student Participant.

Management of Allegations of Non-Academic Misconduct

- 33.00 For the purposes of responding to, and managing, allegations of Non-Academic Misconduct, the Office of Student Life is responsible for:

- (a) providing guidance to the University Community on resolving incidents of Non-Academic Misconduct and the processes for doing so. For example, by providing support and consultation to Units on how to respond in a fair and appropriate way;
- (b) carrying out administrative processes to implement this policy and its associated procedures;
- (c) reviewing allegations of Non-Academic Misconduct;
- (d) providing support and guidance to Students engaged in the Non-Academic Misconduct Resolution Process;
- (e) assessing allegations of Non-Academic Misconduct to determine the appropriate response, including the application of Resolution Processes where appropriate.
- (f) investigating, coordinating, or administering Voluntary Resolution Processes or Formal Investigations of allegations of Non-Academic Misconduct where appropriate;
- (g) Applying Provisional Administrative Measures in support of the management of a Resolution Process;
- (h) determining or recommending a reasonable course of action upon the completion of a Resolution Process; and
- (i) monitoring compliance with sanctions and outcomes under this policy.

Submission and Review of an Allegation of Non-Academic Misconduct

- 34.00 A University Community member, or University Community member on behalf of a Unit, who wishes to make an allegation of Non-Academic Misconduct must contact the Office of Student Life to request a review of the alleged incident(s).

University-Led Response

- 35.00 Under specific circumstances and criteria (as outlined in the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#)), the university may act as the Complainant without engaging other University Community members.

Early Intervention and Unit Support

- 36.00 The university has shared responsibility for creating a safe and respectful campus community. When possible and appropriate, University Community members are encouraged to address Student conduct matters informally through direct communication, clearly communicating reasonable expectations, and providing support for Students to engage with expectations. The university recognizes that, where appropriate, concerns or incidents may be resolved without initiating a Resolution Process under this policy.

- 36.01 The Office of Student offers consultation to determine where early intervention is appropriate. Early intervention supports and procedures are outlined in the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#).

Resolution Processes

- 37.00 Where the Office of Student Life receives an allegation of Non-Academic Misconduct and determines that a response under the policy is appropriate, a Resolution Process will be initiated. The Resolution Processes outlined in this policy and procedures are applied based on relevant information and at the discretion of the Office of Student Life. They are not sequential and may be used independently as appropriate.

- 38.00 The University may determine that a Resolution Process under this policy will be placed on temporary hold, or put into abeyance, until the matter is resolved by law enforcement or until law enforcement provides sufficient information to assess the appropriate next steps. This may include gathering information to assess the risk of proceeding with a process under this policy.
- 39.00 Where a Student is alleged to have engaged in Non-Academic Misconduct and does not respond to contact from the university and/ or engage in a Resolution Process, after multiple attempts to contact the Respondent, the Office of Student Life may proceed with a Resolution Process without their engagement and/ or apply an administrative hold on the Student's account to require engagement with the university prior to registering in courses.

Advisement of Community Expectations

- 40.00 Wherever possible and appropriate, the Office of Student Life will address conduct matters through direct dialogue and messaging to establish expectations for conduct that applies to all Students at the university. These include expectations to abide by university policies, engage in respectful communication, and refrain from engaging in disruptive or dangerous activities. An Advisement of Community Expectations does not preclude a Voluntary Resolution Process or Formal Investigation in appropriate circumstances, including those circumstances set out in paragraph 42.00 below. The application of an Advisement of Community Expectations is outlined in the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#).

Voluntary Resolution Process

- 41.00 Where a Student acknowledges their engagement in behaviours that may contravene this policy, it may be possible to engage in a Voluntary Resolution Process to arrive at appropriate outcomes without a Formal Investigation. The process for conducting a Voluntary Resolution Process is outlined in the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#).
- 42.00 Where new information is collected that indicates that the degree of harm or impact is more significant than first assessed, a Student does not actively participate in the Voluntary Resolution Process, and/or a Student does not take responsibility for their conduct, a Voluntary Resolution Process may be discontinued, and a Formal Investigation may be initiated.
- 43.00 Information collected during a Voluntary Resolution Process under this policy may be used within a Formal Investigation or other Resolution Processes under this policy.
- 44.00 A Student will be provided with written notice should a Voluntary Resolution Process be terminated, discontinued or concluded.

Formal Investigation of an Allegation of Non-Academic Misconduct

- 45.00 Allegations of Non-Academic Misconduct will be reviewed and where appropriate investigated by the Office of Student Life to determine whether or not this policy has been violated. Decisions are made using the balance of probabilities standard of proof. This means that the information collected during the Formal Investigation must show that it is more likely than not that a policy violation has occurred in order for the investigator to find

that a Student is responsible for Non-Academic Misconduct. The review and Formal Investigation of allegations will be in accordance with the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#)

Determination and Imposition of Sanctions

- 46.00 After a Formal Investigation, the university may impose sanctions where Non-Academic Misconduct is found to have occurred. Sanctions may be applied independently or in combination for any violation of this policy. All efforts will be made to communicate decisions in a timely manner. Sanctions applied for findings of Non-Academic Misconduct and factors in determining appropriate sanctions are established in the [Procedures for the Submission of and Response to an Allegation of Non-Academic Misconduct](#).
- 46.01 Failure to comply with a sanction may result in the imposition of further sanctions, which may include restricting a Student's access to university premises or University Activities, and/or placing an administrative hold on a Student's account. An administrative hold may also be placed on a Student's account to ensure completion of sanctioned activities prior to re-registration.
- 47.00 The university may inform Complainants of the relevant restrictions imposed on the Respondent where this information relates to the Complainant's health or safety.

Notice of Decision

- 48.00 Where a decision on an allegation of Non-Academic Misconduct has been made, the Respondent will be provided with written notice of decision, which will include the rationale for any decision made and of any sanction(s) to be applied. The Respondent will be provided with an opportunity to have the decision explained to them.
- 48.01 If a suspension is imposed (permanent or time-limited), this will be documented on a Student's transcript for the duration of the suspension.

Provisional Administrative Measures

- 49.00 The Office of Student Life may apply Provisional Administrative Measures during a Resolution Process under this policy where it is determined that temporary measures are reasonable for the purpose of, for example:
- (a) mitigating the potential impact of future interactions between Participants in a Resolution Process;
 - (b) managing impact to community;
 - (c) mitigating the potential for ongoing behaviours that would reasonably be considered to be examples of Non-Academic Misconduct; or
 - (d) preserving the integrity of the Resolution Process.
- 50.00 Where the Office of Student Life identifies reasonable concern for the safety of a Participant to a Resolution Process, or to the University Community, the matter will be referred to Campus Security Services for review and consultation including the consideration of Interim Measures under the Response to At-Risk Behaviour policy (SS9125).

- 51.00 Where Provisional Administrative Measures are applied to support a Resolution Process under this policy, the Respondent will receive:
- (a) the rationale for applying Provisional Administrative Measures;
 - (b) an opportunity to discuss the Provisional Administrative Measures with the Office of Student Life in order to ask questions and raise concerns;
 - (c) A review date, reoccurring every 30 university business days from the date of delivery, upon which the Provisional Administrative Measures will be reviewed by the Office of Student Life;
 - (d) support resourcing for navigating the impacts or barriers created by the Provisional Administrative Measures.
- 52.00 During the review of Provisional Administrative Measures, and when making a determination about the continuation, cancellation, or modification of the measures, the Office of Student Life will consider relevant factors including compliance with the measures, impacts to Participants including the Respondent, and the status of the Resolution Process.
- 53.00 When the health or safety of Participants or others is at issue, the university may inform them of relevant measures imposed on the Respondent in accordance with the Protection of Privacy Policy (GV0235).
- 54.00 Where a student disagrees with the Office of Student Life's decisions related to Provisional Administrative Measures, they may request a review by the Associate Vice-President Student Affairs (or designate). This review will be conducted according to the following:
- (a) the Student must provide their written request for review to the Associate Vice-President Student Affairs within 15 university business days of receiving notice of the Provisional Administrative Measures. The request for review will state the Student's concerns regarding the measures and will include any documentation upon which the Student wishes to rely; and
 - (b) the Associate Vice-President Student Affairs may accept a request for review later than 15 university business days from the decision if the Associate Vice-President Student Affairs is satisfied, in their absolute discretion, that the Student was unable to provide it within 15 days.
- 54.01 Requests for appeals of Provisional Administrative Measures will follow the [Procedures for Appealing a Decision Made Under a Non-Academic Misconduct Proceeding](#).
- Appealing a Decision under Policy AC1300
- 55.00 A Respondent may appeal a decision made under this policy, provided that sufficient grounds exist in accordance with the [Procedures for Appealing a Decision Made Under a Non-Academic Misconduct Proceeding](#).
- Confidentiality and Management of Records
- 56.00 The information and records created and received to administer this policy are subject to the access to information and protection of privacy provisions of British Columbia's

[Freedom of Information and Protection of Privacy Act \(FIPPA\)](#), and the university [Protection of Privacy Policy \(GV0235\)](#). The information and records will be treated as highly confidential, in compliance with FIPPA and with applicable university policies and collective agreements.

- 57.00 The university may use or disclose personal information, in accordance with FIPPA and the Protection of Privacy Policy (GV0235), including where:
- (a) it is authorized by the affected individual;
 - (b) the university determines compelling circumstances exist that affect anyone's health or safety in accordance with the [Procedures for the Disclosure of Student Personal Information in Emergency or Compelling Circumstances](#);
 - (c) it is authorized or required by law, for example, an incident involving a minor, occupational health and safety legislation, and human rights legislation;
 - (d) it is for the purpose of preparing or obtaining legal advice for the university;
 - (e) it complies with a subpoena, a warrant or an order issued by a court, person, or body in Canada with jurisdiction to compel the production of information;
 - (f) the university uses or discloses the information for the purpose for which the information was obtained or compiled for a consistent purpose (for example, where it is necessary to fulfill the university's duty of procedural fairness or where necessary for the purpose of administering a Resolution Process);
 - (g) an employee needs the information to perform their employment duties (such as to: facilitate support or interim measures; respond to an allegation; implement this policy; or take corrective action resulting from these processes);
 - (h) the information is disclosed to a law enforcement agency in Canada to assist in a specific investigation; or
 - (i) the information is being disclosed to the Complainant, the Respondent, or another person, under conditions consistent with section 59.00.
- 58.00 Should the university be compelled to disclose Participants' confidential information, Participants will be informed to the extent permitted or compatible with the purpose of the demand for information.
- 59.00 The university may disclose information in order to ensure that reporting processes are fairly conducted, in accordance with the following principles:
- (a) the Respondent has the right to notice of the allegation(s) sufficient to allow the Respondent to understand the nature of the allegation(s) (subject to any redactions made in response to health or safety concerns), including the material details of the allegations being made;
 - (b) the Complainant has the right to know the outcome of the Formal Investigation, but not the details of any disciplinary actions that may have been applied to the Respondent unless disclosing that information is necessary for health or safety reasons or because it affects the Complainant; and
 - (c) other persons normally do not have the right to know any confidential information except to the extent required to give effect to this policy or where it is necessary for health or safety.

- 60.00 Records created under this policy and its associated procedures will be retained for five years after the Respondent's last date of registration. After five years, the records will be deleted or securely destroyed.
- 61.00 Participants must keep in confidence any information that they learn solely as a result of the reporting or Resolution Process. Allegations of Participants or Support Persons intentionally breaching confidentiality may be reviewed under applicable university policies or collective agreements.

Annual Report

- 62.00 An annual report detailing the nature of Non-Academic Misconduct allegations, types of Non-Academic Misconduct, Resolution Process outcomes and actions taken under this policy will be completed by the Office of the Associate Vice-President Student Affairs and provided to the Senate and the Board of Governors. The annual report must not contain personal information about Students or Participants.

AUTHORITIES AND OFFICERS

- i) Approving Authority: Senate and the Board of Governors
- ii) Designated Executive Officer: President
- iii) Procedural Authority: President
- iv) Procedural Officer: Associate Vice-President Student Affairs

RELEVANT LEGISLATION

[University Act](#)

[Freedom of Information and Protection of Privacy Act](#)

RELATED POLICIES AND DOCUMENTS

[University of Victoria Calendar](#)

[Human Rights, Equity and Fairness Policy \(GV0200\)](#)

[Sexualized Violence Prevention and Response Policy \(GV0245\)](#)

[Discrimination and Harassment Policy \(GV0205\)](#)

[Response to At-Risk Behaviour Policy \(SS9125\)](#)

[Acceptable Use of Electronic Information Resources Policy \(IM7200\)](#)

[Liquor Policy \(AD2400\)](#)

[Residence Contract](#)

[Residence Community Living Handbook](#)

[Family Housing Agreement](#)

[Protection of Privacy Policy \(GV0235\)](#)

[Records Management Policy \(IM7700\)](#)

[Student-Athlete Code of Conduct](#)

[Poster, Banner, and Handbill Policy \(BP3145\)](#)

APPENDIX "A" – EXAMPLES OF STUDENT NON-ACADEMIC MISCONDUCT

PURPOSE

- 1.00 The purpose of Appendix A is to provide examples of the types of activities that may be considered Non-Academic Misconduct under this policy and subject to sanctions and outcomes by the university. This is not intended to provide an exhaustive list; conduct may still be considered as Non-Academic Misconduct even it is not expressly enumerated in this appendix.
- 2.00 The examples included in this appendix will be considered within the context of the scope contained within the policy.

Examples of Non-Academic Misconduct

- 3.00 Non-Academic Misconduct may include but is not limited to one or more of the following occurring on university premises or in connection with a University Activity:

3.01 Theft, Damage and Destruction

Examples include instances such as a Student:

- (a) possessing, obtaining or using property owned by the university, a member of the University Community, or that of a third-party without appropriate consent or authority;
- (b) misappropriating, destroying, defacing, vandalizing or otherwise damaging university property, equipment or other assets or the property, equipment or assets of other members of the University Community or a third-party on university premises; or
- (c) tampering with fire, emergency or first aid equipment belonging to the university.

3.02 Unauthorized Entry or Presence

Examples include instances such as a Student:

- (a) entering or remaining in a university premises, or facility or providing unauthorized access to another individual to university premises or facility without proper authority or contrary to express instructions by a university employee;

- (b) entering or remaining in any university premises, or facility for the purpose of damage, destruction, alteration or theft.

3.03 Fraud, Misuse or Impersonation

Examples include instances such as a Student:

- (a) forging, altering or misusing a university document, ONECard, record or piece of identification;
- (b) submitting a forged, or altered document or providing false information to university employees or first responders for the purpose of deception;
- (c) fraudulently obtaining any university property or equipment; or
- (d) impersonating a member of the University Community.

3.04 Disruptive Behaviours

Examples include instances such as a Student:

- (a) obstructing University Activities or engaging in or demonstrating disruptive behaviour;
- (b) engaging in behaviour that creates a substantive barrier to University Community members' meaningful, respectful, or safe participation in a University Activity;
- (c) engaging in unwanted, persistent, or inappropriate communication with another University Community member(s) and/ or inappropriate communication with another University Community member(s) where the Student has been made aware, or ought to reasonably be aware, that this behaviour is unwanted or inappropriate;
- (d) engaging in harassing behaviour against a member of the University Community or public as per Section 21.08 of this policy;
- (e) engaging in a pattern of non-compliance with regard to university policy including repeated engagement in conduct response processes under university policies or processes; or
- (f) engaging in hazing activities.

3.05 Dangerous Behaviours

Examples include instances such as a Student:

- (a) creating a situation that endangers the health, safety or well-being of any member of the University Community or public;
- (b) possessing or using a weapon;
- (c) possessing or using an object resembling a weapon that reasonably could be viewed as a threat to a member of the University Community or public;
- (d) harming or threatening any member of the University Community or public, or engaging in behaviour that could reasonable be viewed as threatening; or
- (e) engaging in sexualized violence against a member of the University Community or public as per section 21.09 of this policy.

3.06 Alcohol and Drugs

Examples include instances such as a Student:

- (a) contravening liquor laws or the university's [Liquor Policy \(AD2400\)](#); or
- (b) manufacturing, selling, or distributing illegal drugs or prescription drugs for substantial personal benefit.

3.07 Obstruction or Non-Compliance

Failure to comply with a university policy, including this policy, and/ or obstructing University Activities. Examples include instances such as a Student:

- (a) fails to follow reasonable instructions from a university employee; or
- (b) fails to provide identification when asked by Campus Security Services and other first responders.

Illegal Activities

- 3.08 Any other Student behaviour occurring on university premises or in connection with a University Activity that results in a police warning or directive, criminal charges or conviction, or a court judgment, under Canadian law, may be deemed as Non-Academic Misconduct under this policy.

Failure to Follow Previous Sanctions

- 3.09 Failure to follow a mandated sanction from a previous violation of this policy.

Assisting in Non-Academic Misconduct

- 3.10 A Student who assists any of the above listed activities, or other activity deemed to be Non-Academic Misconduct, may be investigated and sanctioned for Non-Academic Misconduct.

Submission of False, Frivolous or Vexatious Allegations

- 3.11 Any allegation of Non-Academic Misconduct that is found to be trivial, false, frivolous or vexatious may also be reviewed and responded to under this or other university policies.

APPENDIX "B" – STATEMENT OF RIGHTS OF PARTICIPANTS, COMPLAINANTS, AND RESPONDENTS

PURPOSE

- 1.00 The purpose of Appendix B is to list the rights that all Participants have (including Witnesses) when they engage with this policy, in order to preserve the fairness and impartiality of the Resolution Process. This appendix also outlines additional rights of Complainants and Respondents in a Resolution Process.

PARTICIPANT'S RIGHTS

- 2.00 All Participants have the following rights:
- (a) to be treated with fairness, dignity, and respect;
 - (b) to be provided with timely access to support, resources, and referrals;
 - (c) to be provided with access to a dedicated and impartial Support Person by the university for Student Participants;
 - (d) to have an opportunity to have any resolution and decision-making process explained to them, including available options and potential outcomes;
 - (e) to be provided with a procedurally fair process;
 - (f) to have their information kept confidential (except when disclosure is required by law or university policy);
 - (g) to be provided with appropriate updates relevant to their participation in the review and response process subject to privacy and confidentiality requirements; and
 - (h) for reasonable steps to have been taken to provide resources that support the accessibility of the process based on the needs of the Participant (e.g., language interpretation, virtual meetings, space selection, participation in writing, etc.).

COMPLAINANT'S RIGHTS

- 3.00 In addition to the Complainant's rights as a Participant set out above, a Complainant has the following rights:
- (a) to appeal a decision by the university not to investigate a Non-Academic Misconduct allegation;
 - (b) to timely referral to Campus Security Services and/ or police of jurisdiction for assistance with safety planning;
 - (d) to present their perspective on the Non-Academic Misconduct allegation(s);
 - (e) to be accompanied by a Support Person in meetings related to the Resolution Process;
 - (f) to legal representation retained by the Complainant;
 - (g) to decline to participate in a Resolution Process;
 - (h) to be provided with an opportunity to engage in Voluntary Resolution Processes where appropriate;
 - (i) to written notice of any Resolution Process outcome or sanction that relates to the health and safety of the Complainant; and

- (j) to be informed that any information collected may be disclosed in criminal or civil proceedings.

RESPONDENT'S RIGHTS

4.00 In addition to the Respondent's rights as a Participant set out above, a Respondent has the following rights:

- (a) to receive timely notice and information about the Non-Academic Misconduct allegations related to them;
- (b) to seek independent consultation at any point in the Non-Academic Misconduct process from the university Ombudsperson;
- (c) to be accompanied by a Support Person in meetings related to the Resolution Process;
- (d) to legal representation retained by the Respondent;
- (e) to representation by their union, if the Respondent is a unionized employee and the Formal Investigation or outcome may have employment implications;
- (f) to be presumed to have not engaged in Non-Academic Misconduct until a fair Formal Investigation is completed and/ or until the Respondent has acknowledged accountability;
- (g) to present their perspective on the Non-Academic Misconduct allegation(s), and to respond to the information collected for the purpose of any Formal Investigations;
- (h) to decline to participate (however, the process may still proceed in the absence of the Respondent);
- (i) to be provided with an opportunity to engage in Voluntary Resolution Processes where appropriate;
- (j) to notice about the outcome of a Formal Investigation and any applicable sanctions;
- (k) to appeal a decision under this policy (within the appropriate time frame) and receive notice of the outcome of any appeal; and
- (l) to be informed that any information collected may be disclosed in criminal or civil proceedings.

APPENDIX "C" – STATEMENT OF PROTECTIONS FOR STUDENTS IN SUBSTANCE USE MEDICAL EMERGENCIES

PURPOSE

- 1.00 The purpose of Appendix C is to outline the protections afforded under this policy to Students in medical emergencies, or in situations involving drugs or alcohol, including overdose situations, that may require urgent medical assistance, in order to promote Student safety and reduce barriers to help-seeking.

SCOPE OF PROTECTIONS

- 2.00 Students involved in a suspected or actual overdose incident, or incidents involving substances use (drugs or alcohol) that may require urgent medical assistance, will not be disciplined under this policy for using or possessing drugs or alcohol. This includes the following Students:
- (a) those experiencing a medical emergency, including an actual or suspected overdose;
 - (b) those who believe they require urgent medical assistance as a result of consuming or using drugs or alcohol;
 - (c) those who seek emergency assistance, either for themselves or for another Student, during an actual or suspected overdose incident, or in situations involving drugs or alcohol that may require urgent medical assistance; and
 - (d) those present at the scene of an actual or suspected overdose, whether they are involved in the incident or not.
- 3.00 These protections are extended to other university policies that consider Student conduct, including the Response to At-Risk Behaviour (SS9125) and the Residence contracts.

PROCEDURES FOR THE SUBMISSION OF AND RESPONSE TO AN ALLEGATION OF NON-ACADEMIC MISCONDUCT

Procedural Authority: President
Procedural Officer: Associate Vice-President Student
Affairs
Parent Policy: [Non-Academic Misconduct](#)

Effective Date: August, 2017
Supersedes: August, 2011
Last Editorial Change:

PURPOSE

- 1.00 The purpose of these procedures is to set out procedures for the submission, review, investigation and resolution of an allegation of Non-Academic Misconduct.

PROCEDURES

- 2.00 In these procedures, references to the Associate Vice-President Student Affairs or the Executive Director, Student Development and Success also includes their designate(s).
- 3.00 Nothing in these procedures limits any authorities to suspend or deal summarily with any matter of Student discipline arising from the University Act.

Submission of an Allegation

- 4.00 Wherever possible, members of the University Community are encouraged to address Student conduct concerns through early intervention, using direct communication, setting expectations, and providing support, education, and consultation.
- 5.00 Where a Voluntary Resolution Process is conducted, but does not result in a resolution, then the university may revert to a Formal Investigation.
- 6.00 Where early intervention is not possible or appropriate, a University Community member who believes that a Student has engaged in Non-Academic Misconduct may submit an allegation in writing to the Office of Student Life.
- 6.01 In order for the Office of Student Life to consider a Resolution Process under this policy, the written allegation must, to the extent possible, include a sufficient description of the alleged incidents with details including:
- (a) the name of the Student alleged to have engaged in the alleged Non-Academic Misconduct;
 - (b) time, date and location of the incident(s);
 - (c) a description of the incident and alleged Non-Academic Misconduct including, for example, actions, words used, and/or the nature of harm or impact;
 - (d) the name(s) of other individual(s) involved; and
 - (e) information about the initial response.

- 6.02 University Community members may access support from the Office of Student Life for assistance in submitting an allegation.
- 6.03 The university encourages Complainants to submit allegations as soon as possible after the incident occurs.
- 7.00 Visitors or other individuals who are not University Community members may submit allegations in writing to the Office of Student Life or by contacting Campus Security Services.

Preliminary Review of an Allegation

- 8.00 When an allegation of Non-Academic Misconduct is submitted to the Office of Student Life, will review the allegation and may decline to proceed with a Resolution Process, including Formal Investigation, in cases where the Office of Student Life is of the opinion that:
 - (a) the allegation falls within the jurisdiction of another university policy, procedure or regulation and it is more appropriate to proceed under that policy or regulation;
 - (b) the allegation does not constitute a violation of or is outside the scope of the Non-Academic Misconduct Policy;
 - (c) an unreasonable amount of time has elapsed since the alleged incident such that it would preclude resolution of the allegation;
 - (d) the allegation has been adequately addressed by another process;
 - (e) the allegation could be more appropriately addressed by a support intervention, facilitated dialogue, community-based process (e.g., restorative justice, mediation), or police intervention, or another process;
 - (f) the allegation is being addressed by another process and it is reasonable to put the allegation in abeyance pending the outcome of such a process;
 - (g) when alleged Non-Academic Misconduct occurs in the context of significant non-jurisdictional concerns and it is determined that the application of a Resolution Process would be inappropriate, unfair, or ineffective in addressing the scale of the reported harm(s) and/ or impacts; or
 - (h) the allegation is trivial, false, frivolous, or vexatious.
- 8.01 Where the Office of Student Life declines to proceed with a Resolution Process to respond to an allegation under this policy, the office will notify the Complainant in writing of the decision, or of the need for further time to make a decision, within fifteen (15) university business days of receiving the allegation and will include the rationale for the decision not to proceed as well as notice of the Complainant's right to appeal this decision (see 8.02, below).
- 8.02 The Complainant may submit a written appeal, per the procedures outlined in the [Procedures for Appealing a Decision Made Under a Non-Academic Misconduct Proceeding](#), of the decision not to investigate an allegation to the Associate Vice-President Student Affairs within fifteen (15) university business days of receiving the decision only where:

- (a) relevant information emerges that was not available at the time of the decision; and/or
- (b) the Complainant reasonably believes and can demonstrate that the decision not to proceed with a Resolution Process was biased.

8.03 The Associate Vice-President Student Affairs (or designate) will review the written appeal and may meet with the Complainant before making a final determination on whether a Resolution Process will occur under the Non-Academic Misconduct Policy. The Associate Vice-President Student Affairs may make a recommendation as to which office or policy would most appropriately resolve the allegation.

University-Led Response

9.00 The university may take steps under this policy as the Complainant where:

- (a) the Office of Student Life is made aware of allegation(s) that indicate an alleged violation of this policy and determines that a Resolution Process is necessary to address the behaviour and mitigate risk and/or impact without the need for a Complainant;
- (b) the impacted party is concerned for their safety and does not wish to actively participate in the Resolution Process;
- (c) the alleged Non-Academic Misconduct indicates a pattern of non-compliance and must be considered in light of other response processes that are external to the immediate allegation;
- (d) a Unit is the primary impacted party;
- (e) the alleged Non-Academic Misconduct has been addressed unsuccessfully through another Resolution Process external to this policy, prior to referral to the Office of Student Life; or
- (f) the Office of Student Life identifies additional factors that indicate a positive obligation to respond on behalf of the University.

Early Intervention and Unit Support

10.00 The Office of Student Life can support early intervention by engaging in the following:

- (a) providing University Community members with information about university-wide expectations that apply to the conduct of all Students and support for how to communicate these expectations to Students;
- (b) supporting a Unit to deliver an Advisement of Community Expectations specific to their context;
- (c) engaging with Students to discuss the impacts of a behaviour or actions, to support learning and restoration without the initiation of a Resolution Process;
- (d) supporting consistency of responses across Units;
- (e) meeting with University Community members to discuss options for responding to concerns including referrals to other Units and resources;
- (f) offering Student support resources and information to promote individual and community wellbeing;
- (g) providing education and support to Units on conflict engagement and de-escalation; and
- (h) consulting and supporting initiatives on campus that focus on pro-social engagement, harm reduction, respectful communication, and community living.

Resolution Processes

- 11.00 The Office of Student Life may address and resolve allegations of Non-Academic Misconduct using any of the Resolution Processes described within these procedures. These Resolution Processes are not sequential in nature, and decisions about the appropriate Resolution Process will be made by the Office of Student Life in consideration of the factors identified below.
- 12.00 The Office of Student Life will review allegations of Non-Academic Misconduct, determine the appropriate Resolution Process to address the behaviour, and assess whether or not this policy has been violated. This review will include consideration of the following:
- (a) nature and severity of the incident;
 - (b) degree of reported impact;
 - (c) degree of accountability reported; and
 - (d) potential risk to community

Advisement of Community Expectations

- 13.00 The purpose of delivering an Advisement of Community Expectations may be to:
- (a) notify a Student that their alleged behaviour does not align with the expectations for the conduct of all Students at the university;
 - (b) provide a written summary of allegations that have been raised in a manner that does not indicate disciplinary action;
 - (c) provide information about support resources where appropriate; or
 - (d) provide an institutional letter reminding the Student of community expectations following a disciplinary process that has been conducted through another policy or process.

Voluntary Resolution Process

- 14.00 During the Voluntary Resolution Process, the Office of Student Life will:
- (a) notify a Respondent of the reported allegation(s) about their conduct;
 - (b) engage in dialogue about the Respondent's perspective, context of concern(s), impacts, accountability, and supports;
 - (c) consult with impacted University Community member(s) to gather information, manage impacts, and provide support;
 - (d) in collaboration with the Respondent, when possible, determine appropriate and agreed-upon outcomes to mitigate the risk of future conduct concerns, manage individual and community safety, and repair harms to the University Community;
 - (e) provide a structured dialogue to introduce wellness and health support resources where information suggests that the concerning behaviour(s) may be related to unmet wellness needs; and
 - (f) provide referrals to support resourcing to encourage positive community engagement.

Investigation and Determination

- 15.00 Where an allegation of Non-Academic Misconduct has been made against a Student and it is determined that a Formal Investigation will be undertaken, the Respondent will be provided in writing with:
- (a) a notice of the allegation sufficient to allow the Respondent to understand the nature of the allegation (subject to any redactions made in response to health or safety concerns), including the material details of the allegations being made;
 - (b) a summary of pertinent information regarding the alleged Non-Academic Misconduct;
 - (c) a timeline for providing relevant documentation;
 - (d) a proposed interview date and time (including notice of the right to reschedule within reasonable timeframes and under reasonable circumstances);
 - (e) information on available supports, including information on the university Ombudsperson; and
 - (f) access to a copy of the Non-Academic Misconduct Policy and other relevant supporting university policies or documents.
- 15.01 While the Office of Student Life will make multiple efforts to contact a Student regarding an allegation, it is the Student's responsibility to monitor email and respond.
- 16.00 The Office of Student Life may appoint an investigator who is external to the university. If so, the investigator will conduct interviews as appropriate with individuals who may have information related to an incident including, but not limited to, the Complainant, Respondent and/ or Witness(es), and will prepare a written report according to section 18.00.
- 17.00 As part of the Formal Investigation, the Office of Student Life will gather and review relevant information and conduct interviews as appropriate with the Complainant, Respondent, Witness(es) and/ or pertinent members of the University Community. The Office of Student Life will forward a summary of the information collected during the Formal Investigation to the Respondent, subject to confidentiality and privacy.
- 17.01 The Office of Student Life will provide an opportunity for an interview with the Respondent to review the allegation and the information collected in the Formal Investigation.
- 17.02 A Participant may be accompanied by a Support Person at an interview. The Office of Student Life can, upon request, provide an impartial Support Person when a Student Participant has not identified one. A Support Person does not speak on behalf of a Participant; information must come directly from the Participant (unless the investigator allows otherwise). Where a Support Person has information about, or was involved in, the alleged Non-Academic Misconduct incident, the Support Person may be interviewed separately and prior to the Participant. In cases where the Support Person has an identified conflict of interest related to the allegation of Non-Academic Misconduct, the Office of Student Life may require a Participant to use an alternate Support Person in order to safeguard a fair process.

- 17.03 Where a Participant intends to be represented by legal counsel at an interview, the Participant must provide the Office of Student Life with a minimum of two (2) university business days' notice in advance of the interview.
- (a) The Office of Student Life may, in this case, require that university legal counsel be present at an interview to observe or provide advice as required, and would inform the Respondent of this accordingly
- 17.04 Upon completion of the interview with the Respondent, the Office of Student Life will provide the Respondent with a reasonable opportunity to submit an additional response or any relevant documentation related to the allegation.
- 17.05 There is no right to cross-examination. However, the Respondent will be given an appropriate opportunity to challenge the contents of the summary of the information collected, keeping in mind the nature of the allegation, any conflicts in the information, and the importance of ensuring the safety and security of the Complainant and Witness(es).
- 17.06 A decision may be made based on available information, including in such cases where (after multiple attempts to reach the Respondent) the Respondent does not:
- (a) attend a scheduled interview;
- (b) provide relevant information or documentation requested during the Formal Investigation;
- (c) submit an additional response or documents pursuant to 17.04; or
- (d) otherwise cooperate with the Formal Investigation.
- 18.00 Where a decision on an allegation of Non-Academic Misconduct has been made, the Respondent will be provided with written notice summarizing:.
- (a) the alleged Non-Academic Misconduct;
- (b) the findings of the Formal Investigation including a statement dismissing or confirming the allegation;
- (c) the rationale for any decision made; and
- any sanction(s) to be applied.
- 19.00 At times, where appropriate, a Formal Investigation process may be expedited for efficiency, clarity, or to minimize impacts. The steps of a Formal Investigation process may be consolidated in this case. An expedited process provides a streamlined and structured response and will preserve the components of a Formal Investigation, as set out in these procedures, including the opportunity to receive a summary of the information collected and an opportunity to respond prior to a decision being made

Sanctions

- 20.00 In cases of confirmed Non-Academic Misconduct, sanctions may be applied independently or in combination as appropriate.

21.00 In determining an appropriate sanction as a result of confirmed Non-Academic Misconduct, consideration may be given to factors including:

- (a) the seriousness and impact of the Respondent’s conduct on the University Community, a University Activity or the university’s reputation or premises;
- (b) whether the incident is isolated;
- (c) whether the incident was inadvertent or intentional;
- (d) whether other university policies were violated;
- (e) whether the Respondent demonstrated personal responsibility and/ or insight for the confirmed incident of Non-Academic Misconduct;
- (f) related financial costs;
- (g) whether the Respondent has actively engaged in appropriate education, programming, support, interventions, or restorative engagement to proactively mitigate University Community impact and future harm; and
- (h) any other mitigating factors.

22.00 Where, after completing the Formal Investigation, the Office of Student Life has concluded on a balance of probabilities that Non-Academic Misconduct has occurred and a sanction may be appropriate, the Office of Student Life may apply sanctions up to, but not including, suspension. The following provides a non-exhaustive list of detailed examples of sanctions. A Student may only be suspended as set out in section 61 of the University Act, which grants the power to the President to suspend a Student (see section 23.00).

Sanction Examples	
Type	Description
Written Warning	A letter from the university that provides details on the violation and a warning to the Student that an additional violation will result in a more severe sanction(s).
Written Apology	Student provides a written apology to a member of the University Community, third party, or other individual(s) affected by the Student’s conduct.
Letter of Expectation	A letter specifying the university’s behavioural expectations of a Student, which may include conditions for continued participation in University Activities or continued access to university premises.
Education/Training or Project	A requirement that a Student complete a specified education/training program or an assignment (such as a workshop, educational session, facilitated learning, skill-development course).

Referral	Student is referred to appropriate community resources, such as alcohol/substance assessment.
Behavioral Intervention and Assessment	Student is required to engage in an assessment for the purpose of understanding appropriate supports, interventions, accommodations, or strategies necessary to ensure safe and appropriate engagement in University Activities.
Community Service	Student completes a designated number of hours of volunteer service within the university or in the broader community.
Restriction or Denial of Specified University Privileges	Restriction or denial of specified university privileges for a defined period of time.
Residence Relocation	Requiring a Student to vacate their current university residence and relocate to other on-campus housing.
Reflection Assignment	Requiring a Student to submit a reflection assignment aimed at promoting reflection, learning, accountability and personal development.
Eviction from Residence	Loss of the privilege of living in any university housing or visiting the Residence complex at any time. Eviction may be permanent, or a Student may be permitted to re-apply to live in Residence after a specified period of time and/or after specific conditions have been met.
Restitution	Payment of a specified amount to the university or to an affected member of the University Community, group or third-party if monetary loss has occurred as a result of the Non-Academic Misconduct.
Restricted Access	Restriction of the Student's access to university premises or segments of university premises or to a University Activity for a specified period of time.
Time-Limited Suspension	Loss of academic or other university privileges, which may include a restriction on entering all or segments of university premises, for a specified period of time.
Permanent Suspension	Permanent loss of academic or other university privileges, which may include a restriction on entering all or segments of university premises.

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- 21.01 As part of any sanction other than suspension, a Respondent may be required to report to the Office of Student Life or other university Unit for compliance or follow-up purposes.
- 21.02 If needed, the Office of Student Life may place an administrative hold to prevent course registration to ensure compliance with sanctions.

Suspension of a Student

- 23.00 Where, after completing the Formal Investigation, the Office of Student Life confirms on a balance of probabilities that Non-Academic Misconduct has occurred and an appropriate sanction may include (permanent or time-limited) suspension, the Office of Student Life will forward the report created under section 18.00 of these procedures to the Associate Vice-President Student Affairs for review.
- 22.01 The Associate Vice-President Student Affairs will review the report and determine if further investigation or consultation is necessary and will make a recommendation to the President as appropriate.
- 22.02 Decisions on suspension will be determined by the President. The action of the President is final and subject in all cases to an appeal to the Senate.
- 22.03 The Respondent will be given an opportunity to review the investigator's findings and make submissions to the President on the appropriate sanction.
- 22.04 Suspensions (permanent or time-limited) will be documented on a Student's transcript for the duration of the suspension.
- 24.00 When a suspension is imposed under this policy, the President (or designate) will inform:
- (a) Campus Security Services;
 - (b) the Associate Vice-President Student Affairs;
 - (c) the Office of the Registrar and Enrolment Management;
 - (d) the Dean of the Respondent's faculty;
 - (e) the General Counsel; and
 - (f) the Senate Committee on Appeals (with a statement of the President's reasons).

Communication with the Respondent

- 25.00 Upon conclusion of the Formal Investigation and determination of any sanction(s), the Respondent will be provided with written notice of the rationale for any decision made and of any sanction(s) to be applied, and information about the Respondent's right to appeal the decision. The Respondent will be provided with an opportunity to have the decision explained to them.

24.01 If a suspension is imposed (permanent or time-limited), this will be documented on a Student's transcript for the duration of the suspension.

Communication with Complainant

26.00 The university will notify the Complainant of the outcome of the Formal Investigation, and will inform the Complainant about any sanctions that have been imposed if doing so is necessary for health or safety reasons or because a sanction affects the Complainant. Complainants do not have a general right to know whether the university has disciplined the Respondent, or which sanctions are imposed. This is the Respondent's personal information, according to FIPPA, and generally only the Respondent may decide to release it.



PROCEDURES FOR APPEALING DECISIONS UNDER THE NON-ACADEMIC MISCONDUCT APPEAL POLICY

Procedural Authority: President

Procedural Officer: Associate Vice-President
Student Affairs

Parent Policy: [Non-Academic Misconduct](#)

Effective Date: August, 2017

Supersedes: August, 2011

Last Editorial Change:

PURPOSE

1.00 The purpose of these procedures is to set out the process for a Complainant's or Respondent's appeal of a decision made under this policy.

PROCEDURES

2.00 In these procedures, references to the Associate Vice-President Student Affairs also includes their designate.

3.00 A Complainant may appeal a decision not to investigate allegations of Non-Academic Misconduct that they reported.

4.00 A Respondent may appeal the following decisions:
(a) the application of Provisional Administrative Measures;
(b) finding(s) of responsibility under this Policy; and
(c) sanction(s) applied.

5.00 An appeal of the President's decision to suspend a Student from the university is made to the Senate. The appeal will be heard by a Senate committee. More information about this process can be found on the University Secretary's website.

- 6.00 Appeals of all other decisions are made to the Associate Vice-President Student Affairs, who will decide the appeal. The Appellant may appeal a decision within fifteen (15) university business days, provided there are sufficient grounds for appeal. An extension of time to submit an appeal may be granted in reasonable circumstances as determined by the Associate Vice-President Student Affairs in their sole discretion.
- 7.00 An appeal under these procedures is not a re-hearing. The appeal body will review the information that was available to the decision maker.
- 8.00 Any sanctions will remain in force until the appeal has been decided.

Grounds for Appeal

- 9.00 A Respondent may not appeal a decision based solely on disagreement with the sanction imposed.
- 10.00 Sufficient grounds for appeal to the Associate Vice-President Student Affairs include one or more of the following:
- (a) relevant information emerges that was not available at the time of the original decision;
 - (b) the Student who wishes to appeal believes and can demonstrate the decision or Formal Investigation was biased;
 - (c) the processes or procedures set out in the Non-Academic Student Misconduct Policy were not followed which may have substantially affected the outcome; or
 - (d) the severity of the decision or sanction imposed reasonably exceeds the nature of the Non-Academic Misconduct.
- 11.00 Sufficient grounds for appeal to the Senate will be in accordance with the designated Senate committee's terms of reference.

Procedures for Appealing a Decision to the Associate Vice-President, Student Affairs

- 12.00 A Student who wishes to appeal a sanction to the Associate Vice-President Student Affairs must file a written statement of appeal that includes:
- (a) a statement of the grounds for appeal (see section 10.00);
 - (b) a statement of facts relevant to the grounds for appeal;
 - (c) an explanation as to why any new information provided was not available at the time of the decision;
 - (d) a statement of the remedy or relief sought;
 - (e) copies of relevant documents that support the Student's appeal; and
 - (f) the names and statements from any Witness(es) relevant to the appeal.
- 13.00 The Associate Vice-President Student Affairs will review the written statement of appeal and all other material submitted and will determine if there are sufficient grounds to proceed with the appeal.

14.00 The Associate Vice-President Student Affairs will normally decide an appeal on the basis of written materials only. However, the Associate Vice-President Student Affairs may exercise their discretion to convene a meeting with the Student, if requested.

14.01 If the Associate Vice-President Student Affairs decides to convene a meeting, they will provide the Student with at least five (5) university business days' notice of the time of the meeting. The Student may request that the meeting be rescheduled within reasonable timeframes and under reasonable circumstances.

14.02 The Student may be accompanied by a Support Person. Where the Student intends to be represented by legal counsel, the Student must provide the Associate Vice-President Student Affairs with a minimum of two (2) university business days notice in advance of the meeting.

(a) The Associate Vice-President Student Affairs may, in this case, require university legal counsel be present to observe or provide advice as required, and would inform the Respondent of this accordingly.

14.03 The Associate Vice-President Student Affairs may request that other individuals attend the meeting as required.

15.00 The Associate Vice-President Student Affairs will review relevant information, seek advice as necessary, and decide an appeal within thirty (30) university business days after receiving all written submissions or the date of a meeting convened under section 14.00, whichever is later.

16.00 The Associate Vice-President Student Affairs may, after reviewing the relevant information:

(a) uphold the original decision and/or sanction(s);

(b) reverse or modify the decision or sanction(s); or

(c) determine that a procedural error occurred and refer the matter back to the Office of Student Life to undertake a new Resolution Process.

17.00 The Associate Vice-President Student Affairs' decision will be communicated to the Student in writing within five (5) university business days of the decision being made.

Procedures for Appealing a Sanction to the Senate

18.00 A Student's appeal of a sanction to the Senate will be heard by the Senate Committee on Appeals or another Senate committee as designated by the Senate.

19.00 A Student who wishes to appeal a suspension must file a written statement of appeal to the designated Senate committee. Appeals will be submitted and heard in accordance with the Senate committee's terms of reference.



Student Engagement Related to the Review of Non-Academic Misconduct Allegations (AC1300)

Purpose

This memo summarizes the student consultations conducted as part of UVic's review of the Resolution of Non-Academic Misconduct Allegations Policy (AC1300). It outlines the feedback received from students and describes how this input informed policy updates. Student perspectives were gathered through surveys, focus groups, and other engagement activities undertaken throughout the review process.

Background

As part of the broader review of the Resolution of Non-Academic Misconduct Allegations Policy (AC1300), the Office of Student Life (OSL) conducted dedicated student consultations to assess awareness of the policy, understand student perceptions of misconduct, and gather feedback on reporting pathways, resolution processes, and appropriate outcomes. These consultations were undertaken to ensure that student perspectives inform the implementation of the updated policy and the development of associated educational and communication tools.

The OSL engaged the UVSS and GSS in stakeholder consultation sessions to support representation of the broader student population. And in April of 2025 and February of 2026, opportunities were provided to the Student Senators to provide feedback into policy AC1300.

In addition, the consultation process also included:

Student Survey ($n=248$): Distributed to undergraduate and graduate students via a university-facilitated communications campaign, including emails and posters on campus. The survey examined students' perceptions of non-academic misconduct, their views on when and how they should learn about AC1300, their comfort with reporting concerns to various university units, their expectations regarding appropriate mechanisms to address misconduct, and their preferred support options.

Student Focus Groups ($n=13$): Two facilitated sessions with upper-year/graduate students ($n=10$) and first-year students ($n=3$) recruited for participation via a social media and online platform campaign. Participants represented a cross-section of domestic and international students, on-campus residents, student volunteers and paraprofessional staff, graduate students, and transfer students. The sessions explored how students interpret misconduct, how they expect the university to respond, and what they consider fair and effective resolution pathways.

The findings from these consultations inform the OSL's implementation planning for the updated AC1300 policy and guide the development of student-facing educational and communication tools.





Feedback

Awareness and Timing of Learning about AC1300: Students demonstrated low awareness of AC1300. Those that did indicate that they were aware of the policy identified Orientation as the primary source of introduction. Participants endorsed poster campaigns, student service or academic unit sessions, and event-based outreach as viable avenues to introduce the policy. Many respondents also emphasized the need for clear, accessible examples of misconduct and process steps.

Perceptions of Non-Academic Misconduct: When asked about their understanding of non-academic misconduct, students described it as a broad continuum of behaviours, ranging from interpersonal challenges to harassment, hate incidents, and violence. Survey responses indicated strong agreement that the policy should address behaviours that threaten safety, with more varied perspectives on lower-impact behaviours. Focus group participants emphasized that misconduct should include on- and off-campus behaviour, including online conduct, and expressed the view that the university retains responsibility for student safety regardless of where incidents occur. Students raised questions about nuanced contexts, highlighting that it is not always clear to students that the university can offer support even in cases where jurisdiction to initiate a formal response is limited.

Expectations for Resolution Processes and Outcomes: Students demonstrated differentiated expectations for resolution processes based on the severity and nature of the behaviour and advocated for proportionate application of the policy, with consideration of context, intent, and contributing factors such as mental health or substance use. Focus group participants also emphasized the importance of safety assurances for complainants, impacted parties, or witnesses.

Through all consultations, students expressed a desire for:

- Educational and developmental outcomes such as reflections, apologies, community service, and access to support resources.
- Behavioural interventions, including anger-management programming or mandated counselling.
- More robust sanctions, including the use of suspension, for serious or repeated misconduct.

Preferred Support Mechanism: Most survey respondents (85%) identified that they would prefer support from a professional university staff member, aligning with current OSL practice of pairing students involved in a AC1300 process with a Student Support Coordinator.

Implementation of feedback

The feedback highlights several areas where the university can strengthen student support, enhance clarity, and align outcomes with student expectations. These themes help inform the OSL's implementation planning for the updated AC1300 policy.





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- Clarifying the availability of support regardless of jurisdiction (on- or off-campus, online, or in community settings).
- Increase visibility of OSL's role through outreach and collaboration with student-facing units.
- Diversify outcomes and sanctions that emphasize learning, accountability, and behaviour change, to reflect student feedback.

Next steps

To support the rollout of the updated AC1300 policy and respond to student feedback, OSL will undertake the following actions:

- Update student-facing website content to provide clearer definitions, identified reporting options and process explanations.
- Develop new tools and resources for respondents, complainants and witnesses.
- Expand outreach and tabling efforts to increase visibility and role clarity.
- Collaborate with academic units and student services to enhance campus understanding of AC1300.





Introduction of Provisional Administrative Measures (PAMs) within the Non-Academic Misconduct Policy (AC1300)

Purpose

To introduce Provisional Administrative Measures (PAMs) within the UVic's Non-Academic Misconduct policy. These measures provide a flexible, non-disciplinary tool to support the integrity and fairness of conduct processes while differentiating them from Interim Measures applied under the [Response to At-Risk Behaviour Policy \(SS9125\)](#).

Background

The university's Response to At-Risk Behaviour Policy (SS9125) is a Board of Governors approved policy that provides a framework for the university to respond immediately to at-risk behaviour. The policy sets out a process for applying Interim Measures, which are defined in the policy as a restriction on an individual's ability to enter upon or to carry out activities upon university premises, or their ability to exercise certain university privileges. According to Policy SS9125, Interim Measures are designed for situations involving significant safety concerns and often require rapid action that temporarily limits procedural fairness.

Currently, the university relies on SS9125 and its process to apply Interim Measures to manage interactions or impacts between parties during a resolution process under AC1300. However, many conduct files involve no immediate safety risk but still require temporary boundaries or expectations to preserve the integrity of the process, reduce ongoing impacts between parties, and prevent escalation. At present, there is no policy-embedded mechanism to implement such reasonable, non-disciplinary measures prior to a finding of misconduct. This gap has resulted in the disproportionate use of Interim Measures in situations that may not clearly meet the threshold of safety risk, particularly when applied during a long-term process.

The development of Provisional Administrative Measures is intended to address this gap and more fully support respectful, safe, and appropriate processes within the Non-Academic Misconduct policy.

Definition of Provisional Administrative Measures

Provisional Administrative Measures are temporary, non-disciplinary measures that can be applied during a conduct process to:

- Maintain the integrity, fairness, and confidentiality of the Resolution Process
- Manage ongoing impacts and interactions between parties
- Mitigate the potential for further conduct concerns
- Support wellness or disability-related interventions that may be necessary in a non-escalatory manner.





They are embedded directly within the conduct policy and include procedural safeguards such as mandatory review periods, opportunities to raise concerns and share perspectives, and an appeal mechanism.

Differentiation from Interim Measures under the Response to At-Risk Behaviour Policy

Provisional Administrative Measures (PAMs) are distinct from Interim Measures under the Response to At-Risk Behaviour Policy. PAMs are non-disciplinary, flexible, and focused on process integrity and wellbeing, whereas Interim Measures are reserved for emergencies and significant safety concerns.

Rationale and Advantages

- Less escalatory option for implementing non-disciplinary and temporary measures
- Greater discretion and flexibility to apply, modify, or remove measures
- Embedded procedural fairness mechanisms
- Supports de-escalation from Interim Measures once acute safety concerns have been addressed
- Allows escalation to Interim Measures if new safety concerns emerge
- Fills a current policy gap by providing a reasonable tool to manage conduct-related concerns prior to a finding
- Enhances and diversifies responsiveness to wellness and disability-related behaviours
- Improves administrative efficiency by reducing reliance on CSEC and General Counsel where this is not necessary
- Preserves the integrity and functionality of the Response to At-Risk Behaviour Policy.

Examples of Application

1) Managing Impacts During a Lengthy Investigation:

Two students involved in a historical incident are engaged in a formal investigation. There is no ongoing threat, but the social impacts and risk of information-sharing are significant. PAMs could include no-contact expectations and temporary restrictions on entering specific areas.

2) Supporting Wellness-Related Behavioural Concerns:

A student's behaviour stemming from a mental-health-related incident has caused concern but is not unsafe. PAMs could establish behavioural expectations and ensure access to appropriate resources while reducing contact or impact to other parties.

3) Behavioural Expectations During a Voluntary Process:

A student who becomes disruptive when escalated due to an underlying disability is participating in a voluntary intervention process to address the behaviours and learn new strategies. PAMs could





set clear behavioural expectations and boundaries while the student engages in the intervention process.

Conclusion

Provisional Administrative Measures strengthen the institution's ability to manage conduct processes fairly, proportionately, and efficiently. They provide a needed middle-ground tool that is less escalatory than Interim Measures but sufficiently structured to maintain the integrity of the Resolution Process and support all parties involved.





University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

Date: May 11, 2026

To: Finance Committee

For: Decision

From: Kristi Simpson, Vice-President Finance and Operations

A handwritten signature in black ink, appearing to read 'K. Simpson'.

cc: Acting President and Vice-Chancellor

Meeting Date: May 26, 2026

Subject: UVic Combination Pension Plan/Money Purchase Plan (the “Plans”)
– Proposed Pension Plan Amendments

Recommendation:

THAT the Finance Committee recommends to the Board of Governors that the Board of Governors approve the amendments to the Combination Pension Plan Trust Agreement and Plan Text as presented, and that the Executive Director, Pensions and Plan Governance is authorized to make any further immaterial changes to the amendments that may be required by any regulatory authority having jurisdiction over the Combination Pension Plan.

And

THAT the Finance Committee recommends to the Board of Governors that the Board of Governors approve the amendments to the Money Purchase Pension Plan Trust Agreement and Plan Text as presented, and that the Executive Director, Pensions and Plan Governance is authorized to make any further immaterial changes to the amendments that may be required by any regulatory authority having jurisdiction over the Money Purchase Pension Plan.

This recommendation is for approval of amendments to the pension plan documents for the UVic Combination Pension Plan (“CPP”) and Money Purchase Plan (“MPP”), to facilitate the modernization of the Plans’ recordkeeping processes as part of a shift to using Sun Life Financial systems and online member tools, and to improve or clarify a couple of other sections of the documents. These amendments are administrative in nature and do not

affect plan design or eligibility. They have been reviewed by, and are recommended by, the Pension Board of Trustees of the two plans.

Background:

The University administers three distinct pension plans for eligible employee groups, each with different benefit structures, eligibility criteria, and governance arrangements as summarized in the table below.

	Combination Plan	Money Purchase Plan	Staff Plan
Plan Type	“Hybrid” Defined Contribution, with Defined Benefit Minimum on retirement	Defined Contribution (“DC”)	Defined Benefit (“DB”)
Eligibility	Full-time continuing: <ul style="list-style-type: none"> • Faculty members • University Librarians • University Executives • Professional Employees Association (PEA) • Management Excluded 	<ul style="list-style-type: none"> • Part-time (>50%) and term roles otherwise eligible for Combination Plan • University Physicians • CUPE 4163 (Comp III & V) Conditions apply 	<ul style="list-style-type: none"> • Exempt Support Staff • CUPE 917 • CUPE 951 • CUPE 4163 (Comp I & II) Conditions apply
Governing Body	Board of Trustees -- 4 University Selected -- 4 Member Elected	Board of Trustees (same Board as Combination Plan)	Board of Governors, with -- Investment and Administration Committee -- Governance Committee -- Advisory Committee

The proposed amendments relate to two of these plans—the Combination Pension Plan and the Money Purchase Plan—and do not alter plan design or eligibility.

The Pension Board of Trustees and UVic Pension Services are pleased to report that they have begun a partnership with Sun Life Financial to provide members of the Combination and Money Purchase Pension Plans with online access to their pension account information as well as access to retirement planning and other tools. Going forward, Sun Life will also act as the Plans’ recordkeeper (i.e. member balances and transactions will be maintained on Sun Life’s systems) and paying agent (i.e. pension payments from the Plans’ will be paid by Sun Life rather than Northern Trust going forward). Northern Trust will remain as the Plans’ custodian and the custodian is responsible for holding the investments, settling investment transactions, and maintaining accurate records of the assets held on behalf of the plan. The new system will take effect on June 1, 2026, with members’ online access starting on June 15, 2026.

The processes related to the transition require certain administrative amendments to the plan documents. The Pension Board of Trustees also took the opportunity to clarify or modernize other Plan provisions.

The amendments are summarized below and can be seen in the redlined versions of the document attached to this memo. Due to the volume of pages and fairly minor changes, only the redlined changes are attached. The documents attached are:

- Redlined Draft CPP Trust Agreement
- Redlined Draft CPP Plan Text
- Redlined Draft MPP Trust Agreement
- Redlined Draft MPP Plan Text

Summary of Proposed Amendments:

The proposed amendments and document sections affected are as follows:

A. Changes to Facilitate the Implementation of Sun Life Systems for the Plans

The implementation of Sun Life’s system for the Plans will modernize the Plans’ recordkeeping process and allow more efficient updates to the pension account balances for Plan members. Currently, when a member leaves UVic and elects to transfer their pension benefits out of the Plans, their account remains invested in the Plans’ Balanced Fund up to the end of the month prior to being paid out. The account is then credited with nominal interest for the final month and paid out at month-end. This process is due to a lag that has been necessary between each month-end and the crediting of investment earnings for that month. With the new Sun Life systems, accounts will be able to remain invested almost right up to the time of payout, such that the nominal interest calculation will no longer be needed.

In addition, as the new systems are likely to allow for certain member annual statements to be produced earlier in the year, the Pension Board wishes to remove the requirement to hold the Plans’ Annual General Meetings (“AGMs”) within 60 days of sending out the annual statements. Instead, the Pension Board will hold the AGMs within a reasonable timeframe after the statements are sent out. This will allow more flexibility and a reasonable amount of time for other year-end processes to be completed prior to hosting the AGMs.

As such, the following sections have been updated:

- CPP Plan Text – Definition of interest, Section 10.04 and Section 10.06
- MPP Plan Text – Definition of interest, Section 9.04 and Section 9.05
- CPP Trust Agreement – Section VIII
- MPP Trust Agreement – Section VIII

B. Plan Clarifications or Modernizations

UVic Pension Services and the Pension Board of Trustees have reviewed the current process related to voluntary contributions during a leave of absence and recommend removing the current requirement to refund the entire calendar year’s voluntary

contributions if a member takes a leave of absence during the year. Instead, voluntary contributions from members up to the date of the leave will be permitted to remain in the Plan. This is believed to be a more appropriate treatment for these voluntary contributions and will also simplify administration by removing the complications involved in providing this type of refund.

Lastly, the Pension Board of Trustees would like to modernize the meeting notice provisions in the Trust Agreement to allow for electronic notices in addition to other distribution methods for the notices, which currently only allow notices to be delivered personally or by mail. As such, the following sections have been updated:

- CPP Plan Text – Section 4.02(a)(ii)
- MPP Plan Text – Section 4.02(a)(ii)
- CPP Trust Agreement – Section VII (2)
- MPP Trust Agreement – Section VII (2)

Summary:

It is recommended that the Board of Governors approve the amendments described herein, made pursuant to the amendment authority set out in section XV (1) of the Trust Agreements, to facilitate the modernization of the Plans' recordkeeping processes as part of a shift to using Sun Life Financial system and online member tools, and to improve or clarify a couple of other sections of the documents. The proposed amendments do not increase member contribution rates, and do not affect benefit design or eligibility.

Previous Consultation:

Combination Pension Plan and Money Purchase Pension Plan Board of Trustees

Planned Further Action:

Following approval by the Board of Governors, formal amendments will be filed with the pension regulators, and changes will be implemented.

Basis for Jurisdiction:

Section XV (1) of the Trust Agreements for the University of Victoria Combination Pension Plan and Money Purchase Pension Plan

Attachment(s):

Redlined Draft CPP Trust Agreement
Redlined Draft CPP Plan Text
Redlined Draft MPP Trust Agreement
Redlined Draft MPP Plan Text

UNIVERSITY OF VICTORIA COMBINATION PENSION PLAN

TRUST AGREEMENT

May 21, 1968

UNOFFICIAL CONSOLIDATION

Prepared ~~July 16~~ April 21, 2025 ~~2026~~

This consolidation was prepared using the Trust Agreement revised and adopted on November 26, 2013 as the base document and incorporates the following subsequent amendments:

- Amendment effective as of September 30, 2015 (approved by the Pension Board on October 27, 2015 and by the Board of Governors on November 24, 2015)
- Amendment 2023-01 effective as of June 26, 2023 (approved by the Pension Board on March 21, 2023 and June 6, 2023 and by the Board of Governors on June 26, 2023)
- Amendment 2025-01 effective as of June 24, 2025 (approved by the Pension Board on May 20, 2025 and by the Board of Governors on June 24, 2025)
- [Proposed Amendment 2026-01 effective as of \[June 1, 2026\] \(approved by the Pension Board on \[April 28, 2026\] and by the Board of Governors on \[May 26, 2026\]\)](#)

While care has been taken in the preparation of this consolidation, if there is a discrepancy between this consolidated trust agreement and the trust agreement and amendment documents adopted by the Pension Board and Board of Governors and registered with BC Financial Services Authority and Canada Revenue Agency, the latter documents shall prevail.

THIS IS THE AGREEMENT BETWEEN THE UNIVERSITY OF VICTORIA AND THE
HEREINAFTER NAMED TRUSTEES AS REVISED AND ADOPTED ON JUNE 24, 2025.

THIS AGREEMENT made in duplicate the 21st day of May, A.D. 1968,

BETWEEN:

UNIVERSITY OF VICTORIA, a body corporate, pursuant to the Statutes of British
Columbia, 1963, Chap. 52

(hereinafter called "the University"),

OF THE FIRST PART,

AND:

[*The individuals who were trustees on May 21, 1968*]

(hereinafter called "the Trustees"),

OF THE SECOND PART.

WHEREAS certain employees of the University have requested the University to establish a pension plan a true copy of which is attached hereto and marked Schedule "A", including, but not necessarily limited to, regular full-time members of the academic and administrative and academic professional staff of the University, which the University has agreed to do, upon the several terms and conditions hereinafter appearing; and

WHEREAS under such Plan money will be paid to the Trustees (by way of contributions as in the said Plan more particularly set forth) which monies when received by the Trustees will constitute a pension trust fund to be held and administered for the benefit of the Members of the Plan or their properly designated Beneficiaries.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

NAME

I. This Trust Agreement establishes the Pension Fund and the Plan, which terms are defined in clause II hereafter.

DEFINITIONS

II. The following words or phrases shall be as defined herein unless the context clearly indicates otherwise.

(1) "Actuary" - means a person who is a Fellow of the Canadian Institute of Actuaries.

- (2) "Amendment" - means a supplementation, deletion, modification or any other alteration of the Trust Deed or the Plan, as the case may be, other than the termination or the revocation of the said Deed or Plan.
- (3) "Board of Governors" - means the Board of Governors of the University of Victoria.
- (4) "Credited Service" – shall have the meaning set out in Section 1 of the Plan.
- (5) "Income Tax Act" -means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.
- (6) "Insurance Company" - means an insurance company licensed to transact business in Canada and authorized to carry on an annuities business in Canada and with which any amount of the Pension Fund may be deposited, or to which any amount of the said Pension Fund may be transferred in order to fund benefits under the Plan.
- (7) "Member" - means a person who is a contributor to the Plan or who has been a contributor to the Plan and has not withdrawn from the Plan or who has been a contributor to the Plan and who is receiving benefits from the Plan.
- (8) "Member Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.
- (9) "Money Purchase Plan" - means the University of Victoria Money Purchase Pension Plan.
- (10) "Pension Benefits Standards Act" - means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (11) "Pension Board" - means the Trustees charged with the general administration and trusteeship of the Plan under the terms of the Trust Deed.
- (12) "Pension Fund" - means the fund established pursuant to the Trust Agreement to which all contributions under the Plan are made and from which benefits and other amounts payable under the Plan are to be paid.
- (13) "Plan" - means the "University of Victoria Combination Pension Plan" established under this Trust Agreement and documented in the Plan text set out in Schedule "A" hereto, as amended from time to time, which provides benefits to certain regular full-time Faculty and Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, and Physicians appointed by the Board of Governors, but excluding those designated by the Board of Governors as eligible for membership in the Money Purchase Plan or Staff Plan.
- (14) "Spouse" - shall have the meaning set out in Section 1 of the Plan.
- (15) "Staff Plan" - means the University of Victoria Staff Pension Plan.

- (16) "Trust" - means any obligation or duty created by the Trust Agreement and imposed upon the Trustees.
- (17) "Trust Agreement" - means the Trust Deed and the Plan, each as amended from time to time.
- (18) "Trust Company" - means any trust company with which any amount of the Pension Fund may be deposited or to which any amount of the Pension Fund may be transferred under an agency agreement.
- (19) "Trust Deed" - means this trust instrument, as amended from time to time, but not including the Plan or any Amendment thereof.
- (20) "Trustee" - means a member of the Pension Board as such Board is from time to time constituted pursuant to the Trust Deed.
- (21) "University" - means the University of Victoria or the Board of Governors thereof, as the context requires.
- (22) "University Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.

Whenever the singular is used the same shall be construed as meaning the plural whenever the circumstances so require.

The Trust Deed is divided into clauses and subclauses and the Plan into sections and subsections.

References to contributions and contribution limits expressed on a monthly (1/12 of annual) basis shall be construed as meaning the appropriate equivalent amounts in the event that the payroll cycle is changed from monthly to some other period.

FIRST TRUSTEES

III. The University hereby appoints the following eight Trustees:

[The individuals who were first appointed trustees on May 21, 1968]

all of whom shall constitute the first Trustees of the Trust Agreement until successors to the Trusteeship are appointed in the manner following, and the said Trustees do hereby accept the trusts therein; and do each declare that they jointly and severally will hold, invest and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and of the terms of the Plan; and do agree that they will further have each successor Trustee likewise declare that such Trustee will then hold, invest, and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and the terms of the Plan.

APPOINTMENT, RESIGNATION, REMOVAL AND TERMS OF OFFICE OF TRUSTEES

IV. (1) **Pension Board**

The Pension Board shall consist of eight Trustees, four of whom shall be appointed by the Board of Governors of the University (hereinafter called "University Trustees") and four of whom shall be elected by and from the Members of the Plan (hereinafter called "Member Trustees").

(2) Trustee Eligibility

- (a) Generally, not more than two of the four University Trustees shall be persons who are Members of the Plan. The Board of Governors of the University may, from time to time if circumstances warrant it, appoint as University Trustees more than two persons who are Members of the Plan.
- (b) Subject to subclause (d), an individual is not eligible for appointment or election as a Trustee if at any time in the three year period immediately prior to the commencement of the term of office as a Trustee for which the individual is being considered, the individual was employed by the University in a position in which the individual was involved in the administration or investment of the Plan, the Money Purchase Plan or the Staff Plan (as determined by the Pension Board).
- (c) Subject to subclause (d), an individual who:
 - (i) served as a Trustee for two or more consecutive terms; and
 - (ii) was not re-appointed or re-elected as a Trustee at the end of the individual's last term of such consecutive terms,cannot subsequently be appointed or elected as a Trustee until a period of at least three years has elapsed between the end of the individual's last term of such consecutive terms and the commencement of the term of office as a Trustee for which the individual is being considered for appointment or election.
- (d) The restrictions set out in subclauses (b) and (c) do not apply in respect of an individual who is being appointed as a University Trustee by virtue of the University office the individual holds (hereinafter called an "Ex-Officio Trustee"), but if an individual who previously served as an Ex-Officio Trustee seeks appointment or election as a Trustee for a reason other than by virtue of the University office the individual holds, such individual shall be subject to subclauses (b) and (c) in respect of such appointment or election.

(3) Terms of Office

- (a) University Trustees: University Trustees shall be appointed or reappointed for terms not exceeding three years unless they are Ex-Officio Trustees, in which case they shall hold office as Trustees at the pleasure of the Board of Governors.

- (b) Member Trustees: Member Trustees shall be elected for periods of no more than three years from the first day of January, in such a manner that ordinarily the terms of no more than two Member Trustees expire each year. PROVIDED however that in each case the Trusteeship of the Member Trustees may be sooner terminated as hereinafter more particularly set forth.
- (c) Subject to subclause (d), a Trustee may not serve more than four terms as a Trustee, which terms may be consecutive or non-consecutive.
- (d) Despite subclause (c), an Ex-Officio Trustee may serve as a Trustee for a period that that exceeds the limit in subclause (c), provided that the Trustee holds office as a Trustee by virtue of the Trustee's University office for the entirety of such period, and for greater clarity, if during any portion of an Ex-Officio Trustee's tenure that exceeds the limit in subclause (c), the Ex-Officio Trustee ceases to hold the University office, then the Ex-Officio Trustee's term will cease concurrently with such cessation of the University office.

(4) Removal of University Trustee and Appointment of Successor Trustee:

The Board of Governors of the University shall at any time by instrument in writing addressed to the particular University Trustee and to the Pension Board, have power to remove such University Trustee and appoint a new Trustee in such Trustee's place and stead. Such new Trustee shall have all the powers, authorities and discretions and may in all respects act as if the Trustee had been originally appointed a Trustee hereunder.

(5) Trustee Vacancy

Anything to the contrary notwithstanding, should one or more vacancies occur in the Pension Board for any reason whatsoever, the remaining members of the Pension Board shall have the full power to act and carry out the duties and obligations of the Trust Agreement.

V. A Trustee shall cease to act and shall be divested of any and all powers hereunder in the following instances:

- (1) If the Trustee resigns and upon the resignation being accepted by the remaining members of the Pension Board;
- (2) If the term of office of the Trustee expires, and upon a successor Trustee being appointed;
- (3) If a Trustee becomes of unsound mind;
- (4) If by reason of illness or other cause the Trustee is unable properly to carry out the duties of trustee;
- (5) If the Trustee becomes a bankrupt;

- (6) If by unanimous vote of the remaining members of the Pension Board it is resolved that the Trustee is a person unfit to hold the office of trustee or that the Trustee has or is likely to bring the Pension Board, the Plan, the Trust Deed or the University into disrepute;
- (7) If the Trustee fails to attend two consecutive meetings of the Pension Board without the approval of the Chair.

VI. (1) University Trustees:

Any vacancy occurring in the University Trustees shall be filled by the University Board of Governors within sixty days of such vacancy occurring.

(2) Member Trustees:

- (a) Any vacancy occurring in the Member Trustees shall be filled at any special or regular election of the Members.
- (b) No person shall be eligible for election as a Member Trustee unless that person is a Member of the Plan.
- (c) An election of Member Trustees shall be conducted in accordance with the process determined by the Pension Board from time to time, which process shall be set out in a policy or other written instrument adopted by the Pension Board and available to Members upon request. The Pension Board may prescribe such other forms, rules and regulations for the conduct of such election as it deems necessary from time to time.
- (d) The Pension Board will invite the Faculty Association and the Professional Employees' Association to each appoint a person to scrutineer the voting process in accordance with the process determined by the Pension Board under subclause (c).
- (e) All costs of holding any election as aforesaid shall be a charge against the Pension Fund.
- (f) The election of any Member Trustee shall be authenticated, confirmed and certified by the remaining Trustees. The Pension Board may, but shall not be bound to, enquire into or adjudicate upon the propriety or procedure followed in any election. The Pension Board may, in its discretion, refuse to confirm the appointment of a new Member Trustee whose election is in dispute, or who in the opinion of the remaining members of the Pension Board has been improperly elected, and until a new Member Trustee has been confirmed by the remaining members of the Pension Board such person shall not be empowered to act as a member of the Pension Board.
- (g) Any vacancy occurring during a term of office of a Member Trustee shall be filled within sixty days from the date of such vacancy occurring by the appointment of a Member of the Plan by the Pension Board and such

appointee shall hold the position of a Member Trustee until a successor has been confirmed pursuant to subclause (f).

- (h) Upon simultaneous vacancies occurring during a term of office of all four Member Trustees, then the remaining Trustees shall constitute a quorum to decide only urgent and immediate matters and to call for and have a special election as soon as may be practicable to fill all Member Trustee vacancies.
- (3) Upon ceasing to be a Trustee, the Trustee in question shall thereupon be discharged and released of all claims, demands and obligations arising hereunder or under the Plan, save and except for any liability or obligation for any debt or loss as a consequence of a wrongful act or omission, or negligence, on the part of the Trustee;
- (4) Each new Trustee, before assuming any duties or being vested with any rights or powers of Trusteeship hereunder, shall by instrument in writing confirm and declare that the Trustee accepts the Trusteeship and all obligations of the Trust Agreement, as if the Trustee had been an original appointee hereunder. All Insurance Companies, agencies and institutions and all persons connected with the administration of the Pension Fund and Plan shall be if necessary immediately notified.

MEETINGS AND PROCEDURES OF THE PENSION BOARD

- VII. (1) The first Trustees shall hold a meeting of the Pension Board upon their appointment and shall elect a Trustee as Chair. Subsequently and prior in each year to the mailing of annual statements to Members the Trustees shall hold an annual general meeting of the Pension Board and at such meeting they shall elect a Trustee who shall hold the office of Chair until the next annual general meeting.
- (2) Meetings of the Pension Board shall be held at regular intervals as determined from time to time by the Pension Board. A meeting of the Pension Board may be summoned by the Chair or by any two Trustees acting jointly upon seven days' notice to the Trustees. Notices to Trustees may be effectively given if delivered ~~to any Trustee or mailed personally,~~ by regular ~~prepaid postmail or by email or other functionally equivalent means of electronic transmission~~ to the ~~Trustee~~ at last address of the Trustee's usual mailing address shown in the records of the Pension Board. The Trustees may waive regular notice of any meeting and convene at any time by unanimous consent.

[NTD: Modernized the notice provision to allow for delivery by regular mail, email or other electronic means.]
- (3) At any duly constituted meeting of the Pension Board a quorum shall consist of four Trustees, of whom at least one shall be a University Trustee and at least one shall be a Member Trustee, all of whom shall be in office at the time such meeting is held. Any motion, moved at any duly constituted meeting of the Pension Board, at which a quorum is present, shall be decided by a majority vote. In the event of a tie vote occurring in the course of a meeting of the

Pension Board, the motion before the Pension Board shall fail. A resolution signed by all Trustees shall be as effective and binding as if passed at a duly convened meeting of the Trustees.

- (4) The Trustees shall appoint a Secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Board and such minutes need not be verbatim.
- (5) Without limiting the generality of the foregoing, and subject to the limitations of the terms of the Plan, the Pension Board shall from time to time establish rules for the conduct of its meetings, the performance of its functions and the administration of the Plan, and control the Plan's operations according to its terms and the terms of this Trust Deed, including the power:
 - (a) to apply the provisions of the Plan in respect to policy as it relates to an individual according to the true intent and meaning of the Plan and to determine any questions arising in connection with the administration or operation thereof;
 - (b) to determine the Credited Service of any Member and to compute the amount of retirement benefit or other sum payable under the Plan to any person;
 - (c) to authorize and direct the disbursement of retirement benefits or other sums under the Plan;
 - (d) to employ such counsel and agents and to obtain such clerical and medical and legal and actuarial services it may deem necessary or appropriate in carrying out the provisions of the Trust Deed and the Plan;
 - (e) to adopt from time to time for the purposes of the Plan and after consultation with its Actuary, such mortality and other tables as it may deem necessary or appropriate for the operation of the Plan;
 - (f) to make valuations and appraisals of the assets held under the Pension Fund and, with the advice of its Actuary, to determine the liabilities of the Plan;
 - (g) to create and disburse reserves from such assets for any purpose, consistent with the Plan.
- (6) The Pension Board shall arrange for an actuarial valuation to be made at periods not to exceed three year intervals. The valuation shall be conducted under the supervision of an Actuary and shall cover the mortality, Credited Service and compensation experience of the Members, joint annuitants and all other Beneficiaries, and shall evaluate the assets and liabilities of the Pension Fund. Upon the basis of the investigation, valuation and recommendations of the Actuary, the Pension Board shall determine such changes in the rate of contributions, or allocation of contributions, or both, to accounts as are necessary.

- (7) Decisions and determinations of the Pension Board, within its powers and not inconsistent with the provisions of the Trust Agreement, shall be binding and conclusive in relation to all interested persons.

ANNUAL MEETING OF MEMBERS

- VIII. The Trustees shall call and convene annually a general meeting of the Members of the Plan ~~at least fifteen, but no more than sixty, days from~~within a reasonable period following the distribution of annual statements to Members. The Chair shall act as the chair of the said meeting. In the absence of the Chair a Trustee selected by the Trustees present shall act as chair of the meeting.

[NTD: The timing requirement for the annual general meeting of Members has been revised. The fixed period of not less than 15 days and not more than 60 days following the distribution of annual statements has been replaced by a requirement that the meeting be convened within a reasonable period following the distribution of annual statements. This provides the Trustees with greater flexibility in scheduling the meeting while maintaining the expectation that the meeting will continue to occur each year and within a timeframe that allows Members an opportunity to review their annual statements prior to the meeting.]

POWERS OF THE PENSION BOARD

- IX. (1) The Pension Board shall cause to be invested and re-invested all the principal and income of the Pension Fund without distinction between principal and income in such investments as the Pension Board shall from time to time in its discretion decide and which at the time of investment are not inconsistent with the investment requirements of the Income Tax Act and the Pension Benefits Standards Act.
- (2) The Pension Board shall have and is hereby vested with all and every power, right and authority to enable it to administer and invest the Pension Fund and carry out its obligations and rights under the Trust Agreement, including but without restricting the generality of the foregoing, full power to use and apply the Pension Fund for the following purposes:
- (a) To pay or provide for the payment of all reasonable and necessary expenses, costs and fees incurred by the Trustees in connection with the maintenance and administration of the Pension Fund, and the Plan, including the employment of such legal, actuarial and other expert assistance as the Pension Board in its discretion deems necessary or appropriate in the performance of its duties. PROVIDED however that no part of the Pension Fund shall be used for the personal expenses or compensation of the Trustees except when such expenses are incurred by a Trustee on the business of and approved by the Pension Board.
- (b) To pay or provide for the payment of all real and personal property taxes, income taxes and other taxes and assessments of any and all kinds, levied or assessed under existing or future laws upon or in respect of the Pension Fund or any money or property forming a part thereof, and to

withhold from payments out of the Pension Fund all taxes required by any law to be so withheld.

- (c) To maintain a reserve for expected administration expenses reasonably anticipated to be incurred.
- (d) To demand, collect and receive contributions for the purposes of the Plan, including the right to sue in any court of competent jurisdiction and to impose a reasonable penalty upon delinquency in payment of contributions, limited however to such sum as shall reimburse the Pension Fund for the amount of loss incurred by reason of such delinquency together with interest, costs and expenses.

RIGHTS TO THE PENSION FUND

X. The following provisions shall apply to the rights or interests of any natural person, corporation, or other association in or to the use of the Pension Fund:

- (1) Neither the University, the Members, nor any other persons, any associations or corporations, shall have any right or interest in or to the Pension Fund or any part thereof, save as by this instrument and by the Plan expressly provided, nor shall any persons, associations or corporations have any right to demand payment of any portion of the Pension Fund, save as by the Trust Deed and by the Plan provided. PROVIDED however that nothing herein contained shall impair or derogate from the right of any Member or any person properly claiming by, through or under such Member, to the benefits or rights, specifically provided in the Trust Agreement.
- (2) Notwithstanding anything contained in the Trust Agreement to the contrary, no part of the corpus or income of the Pension Fund shall be used or diverted to purposes other than for the exclusive benefit of the Members, joint annuitants and other Beneficiaries, except as follows:
 - (a) costs and expenses directly attributable to the administration of the Plan and the Pension Board; or
 - (b) a contribution returned to the contributor where such return is required to avoid the revocation of the Plan under the Income Tax Act; or
 - (c) the execution of a family property order under the applicable provincial property law to settle the entitlements of a Member's Spouse or former Spouse.

ADMINISTRATION OF THE PENSION FUND

XI. (1) The administration of the Pension Fund shall be vested wholly in the Pension Board, and for such administration the Pension Board shall, consistent with the purpose of the Pension Fund, have the power to make such arrangements and agreements with persons or corporations as the Pension Board in its sole and complete discretion deems most advantageous.

- (2) The Pension Board is to administer the Plan and in so doing is authorized to appoint from time to time such agents, or such employees of the Plan, as the Pension Board deems necessary to assist in the day-to-day handling of the management of the Pension Fund and administration of the Plan. The Pension Board may appoint or employ any such persons to carry out clerical or administration functions, but always under the direction of the Pension Board.
- (3) In addition to such other powers as are set forth herein or confirmed by law:
 - (a) To sell, exchange, lease, convey, grant options or dispose of any property at any time forming a part of the Pension Fund, or the whole thereof, upon such terms as it may deem proper, and to effectuate and deliver any and all instruments of conveyance and transfer in connection therewith;
 - (b) To enter into any and all contracts and agreements, including insurance contracts with Insurance Companies, and trust or agency agreements with Trust Companies, for carrying out the terms of the Trust Agreement and for the administration of the Pension Fund, and to do all acts as it in its discretion may deem necessary or advisable, and such contracts, agreements and acts shall be conclusively binding upon the Members, joint annuitants and all other Beneficiaries;
 - (c) To do all acts according to the true intent and purpose of the Trust Agreement whether or not expressly authorized herein which the Pension Board may deem necessary or proper for the protection of the Pension Fund, and thereto its judgment shall be final;
 - (d) To promulgate such rules and regulations as may in its discretion be deemed proper and necessary for the sound and efficient administration of the Pension Fund and the Plan, provided that such rules and regulations shall not be inconsistent with this Trust Deed or the Plan and which effectuate the provisions of the Plan;
 - (e) To keep true and accurate books of account and records of all transactions of the Pension Board; thereto, transactions involving the Pension Fund shall be open for the inspection of any Trustee at any time, and the said Pension Fund shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association selected by the Pension Board;
 - (f) To administer the Pension Fund and the Plan in conformity with the Trust Agreement, as from time to time amended, and in conformity with the Income Tax Act and the Pension Benefits Standards Act.
- (4) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Money Purchase Plan.

EXECUTION OF INSTRUMENTS

- XII.** All cheques, drafts, vouchers or other withdrawals of money from the Pension Fund, and the transfer of any property or security of the Pension Fund, shall be executed or signed by such persons as the Pension Board may by general or specific resolution decide, and failing a resolution specifying the signatories, shall be signed by the Chair and the Secretary, or any two Trustees.

LIMITATION OF LIABILITY

- XIII.** The Trustees shall not be liable for any loss arising out of any error of judgment or any act or omission in the administration of the Pension Fund; nor shall they be personally liable for any liability or debt of the Pension Fund contracted by them in pursuance of the powers contained in the Trust Agreement, or for the non-fulfillment of any contract; nor shall they be liable for any application of any part of the Pension Fund, or for any liability arising in connection with the administration or the existence of the Pension Fund. PROVIDED however that nothing herein contained shall exempt the Trustees or any Trustee for any liability that would otherwise have been incurred by the Trustees or Trustee consequent upon a wrongful or negligent act or omission on the part of the Trustees or any Trustee.

The University shall not be liable for the failure of the Trustees to secure the benefits contemplated herein for any Member, joint annuitant or any other beneficiary or for any default or neglect of the Trustees.

MISCELLANEOUS

- XIV.** (1) No person, partnership, corporation or association dealing with the Trustees shall be obligated to see to the application of any funds or property of the Pension Fund or to see that the terms of the Trust Agreement have been complied with or be obliged to enquire into the necessity or expedience of any act of the Trustees.
- (2) The Trustees may seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, and may obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or direction as to any matter thereunder. Any such determination, declaration or direction shall be binding upon all parties to or claiming under the Trust Agreement.
- (3) The costs and expenses of any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Pension Fund, except in relation to matters as to which it may be adjudged in such action, suit or proceeding that a Trustee or the Trustees were liable for a wrongful act or omission, or negligence in the performance of their duties hereunder.
- (4) Each person employed by the Trustees, as well as the Trustees themselves, who may be engaged from time to time in handling the monies of the Pension Fund shall be bonded by a duly authorized surety company for such sum as the

Trustees from time to time shall determine. The cost of premiums for such bonds shall be paid out of the Pension Fund.

- (5) The Trustees may purchase for and on behalf of each Trustee liability insurance so as to provide a reasonable and adequate coverage in respect of the duties and obligations imposed upon the Trustee by the Trust Agreement. The cost of such premiums shall be paid out of the Pension Fund.
- (6) The fiscal year of the Pension Fund shall end on the 31st day of December in each year.
- (7) The Trustees, within one hundred and fifty days following the end of the fiscal year, shall account and issue a statement of the Pension Fund, a copy of which shall be sent to the Board of Governors.
- (8) As and when required by the Pension Benefits Standards Act, the Trustees shall send out statements to Members and any other individuals who are entitled to such information under the Pension Benefits Standards Act.

AMENDMENT AND TERMINATION

XV. (1) Amendment:

The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution rates over those provided for in subsection 4.01 of the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.

(2) Termination:

The Board of Governors, together with the affirmative vote of the majority of Members who vote, upon thirty days' notice first given by mail to each Member, may thereupon terminate the Trust Agreement or either part thereof in such manner as may have been set forth in the thirty days' notice and such termination shall take effect upon written notice of the resolution of the Board of Governors and the said affirmative vote being given by the University to the Pension Board, PROVIDED that no such termination of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Trust Agreement. In the event of termination the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of expenses incurred up to the date of termination of the Trust Agreement and the expenses incident to such termination;
 - (b) Pay to any Insurance Company or Trust Company the balance, if any, of the assets of the Pension Fund remaining in the hands of the Trustees, which assets are due to said Insurance or Trust Company under the provisions of the Trust Agreement;
 - (c) Arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
 - (d) Make final determinations as to the amounts owing to the Members, joint annuitants and all other Beneficiaries as required under the Plan that is in existence at the date of termination of the Trust Agreement; and
 - (e) Pay and distribute according to the provisions of the Plan.
- (3) Upon termination of the Trust Agreement, the Board of Governors being fully satisfied that all matters relevant to the termination of the Plan have been done shall grant to the Trustees a release and discharge which shall be binding upon all or any person or persons having any interest under the Trust Agreement.

EFFECTIVE DATE AND COUNTERPARTS

XVI. This instrument, being the Trust Agreement, and an Amendment to the agreement and Schedule A thereto (the Plan) dated the twenty-first day of May, 1968, between the University and the Trustees,

- (1) shall have effect as of June ~~24~~21, ~~2025~~2026; and
- (2) may be executed in one or more counterparts, each of which upon execution is to be deemed an original, and all such counterparts together with the true original shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Victoria has caused this instrument to be executed by its officers thereunto duly authorized and its seal to be hereunto affixed, and the Trustees have hereunto set their hands and seals, as of the day and year first above written.

Document comparison by Workshare Compare on Tuesday, April 21, 2026
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Document 1 ID	iManage://DCIMANWORK1/Lawson/11676368/10
Description	#11676368v10<Lawson> - UVic Combination Pension Plan - Trust Agreement - Unofficial Consolidation (up to Amend 2025-01)
Document 2 ID	iManage://DCIMANWORK1/Lawson/11676368/11
Description	#11676368v11<Lawson> - UVic Combination Pension Plan - Trust Agreement - Unofficial Consolidation (up to proposed Amend 2026-01)
Rendering set	Standard

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Statistics:	
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Insertions	16
Deletions	11
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	27
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UNIVERSITY OF VICTORIA COMBINATION PENSION PLAN

PLAN TEXT

UNOFFICIAL CONSOLIDATION

Prepared ~~July 16~~ April 20, 2025 ~~2026~~

This consolidation was prepared using the Plan Text amended and restated as at July 2012 as the base document and incorporates the following subsequent amendments:

- Amendment effective as of September 30, 2015 (approved by the Pension Board on October 27, 2015 and by the Board of Governors on November 24, 2015)
- Amendment effective as of September 30, 2015 and November 26, 2019 (approved by the Pension Board on October 22, 2019 and by the Board of Governors on November 26, 2019)
- Amendment 2023-01 effective as of October 1, 2019 (approved by the Pension Board on March 21, 2023 and by the Board of Governors on June 26, 2023)
- Amendment 2025-01 effective as of June 24, 2025 and August 31, 2025 (approved by the Pension Board on May 20, 2025 and by the Board of Governors on June 24, 2025)
- [Proposed Amendment 2026-01 effective as of \[June 1, 2026\] \(approved by the Pension Board on \[April 28, 2026\] and by the Board of Governors on \[May 26, 2026\]\)](#)

While care has been taken in the preparation of this consolidation, if there is a discrepancy between this consolidated plan text and the plan text and amendment documents adopted by the Pension Board and Board of Governors and registered with the BC Financial Services Authority and Canada Revenue Agency, the latter documents shall prevail.

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SECTION 1 - DEFINITIONS

1.01 In this Plan text, the following words shall have the following meanings unless the context otherwise requires:

“Actuary” has the meaning set out in clause II of the Trust Agreement.

“Actuarial Equivalent” means a benefit of equivalent value when computed at the rate of interest and on the basis of the mortality or other tables which may from time to time be adopted by the Pension Board.

“Approved Leave of Absence” means a leave of absence, other than a Sabbatical or Study Leave or Statutory Leave, that is permitted under the Income Tax Act, with or without pay, that is approved as such by the University.

“Average YMPE” means, in respect of a year, the arithmetical average of the YMPE for the year and for the two immediately preceding years.

“Beneficiary” means, in respect of a Member, the person designated or deemed to be designated as the Member's beneficiary in accordance with subsection 14.05 of the Plan.

“Benefit Commencement Date” has the meaning set out in subsection 7.03.

“Board of Governors” has the meaning set out in clause II of the Trust Agreement.

“Combined Contribution Account” means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's contributions made on behalf of the Member. Within such account there is a "Post-1992 Contribution Sub-Account" maintained for the Member to which is credited the Member's required contributions to the Plan made in respect of Earnings on and after January 1, 1993 together with the University's regular contributions under subsection 5.01 of the Plan and any amount that may be contributed under subsection 5.02 of the Plan on and after January 1, 1993.

“Commuted Value” means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed at the rate of interest and using the actuarial tables adopted by the Pension Board on the recommendation of the Actuary and in accordance with the Income Tax Act and the PBSA.

“Consumer Price Index” means the Canada all-items Consumer Price Index as published by Statistics Canada.

“Continuous Service” means a Member's uninterrupted period of employment with Victoria College or the University as a member of an employee group eligible for membership in the Combination Plan since the Member's last date of hire, including any Period of Leave or Reduced Appointment, provided that an Approved Leave of Absence or Statutory Leave does not exceed 2 years at any one time.

“Covered Employment” means, in respect of a Member, employment for which contributions are being made to the Pension Fund on the Member’s behalf.

“Credited Service” means:

- (a) the years, months and fractions of months of Continuous Service as a Member of the Plan (and any Prior Plan) during which required contributions were made to the Plan in accordance with Sections 4 and 5 or in accordance with the provisions of any Prior Pension Plan;
- (b) a Period of Leave or Reduced Appointment or long-term disability that is covered under the University-sponsored long term disability plan during which required contributions were made to the Plan in accordance with Sections 4 and 5; and
- (c) any additional credited service under the Staff Plan or a former employer’s pension plan transferred by a Member prior to 2002 in accordance with the Plan text in force at the time of the transfer;

provided that in respect of periods of absence after December 31, 1990, the aggregate of Credited Service granted for an Approved Leave of Absence and Statutory Leave is limited to a maximum full-time equivalent of 5 years, plus an additional 3 years credited in respect of absences that occur within the 12 month period which commences at the time of the birth or adoption of a child of the Member.

Credited Service does not include service covered by the Money Purchase Plan.

“Earnings” means:

- (a) the amount of regular compensation received by an employee from the University as defined by the Income Tax Act; or
- (b) the amount deemed to be Earnings for a Member
 - (i) on an Approved Leave of Absence who makes contributions pursuant to subparagraph 4.01(b)(i), shall be the amount set out in paragraph (a) that the Member earned immediately prior to the Approved Leave of Absence;
 - (ii) on a Sabbatical or Study Leave or Special Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(ii), shall be the amount set out in paragraph (a) that the Member would have earned if the Member did not have a Sabbatical or Study Leave or Special Reduction of Appointment;
 - (iii) on a Statutory Leave who makes contribution pursuant to subparagraph 4.01(b)(iii), shall be the amount set out in paragraph (a) that the Member earned immediately prior to the Statutory Leave; or
 - (iv) on long-term disability who is covered under the University-sponsored long term disability plan and on whose behalf contributions are made to the Plan pursuant to paragraph 4.01(a), shall be the amount determined pursuant to the terms of the University sponsored long term disability plan,

provided that such deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

"Family Law Act" means the *Family Law Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

"Final Average Earnings" means the average of a Member's Earnings during the 60 consecutive months of Credited Service preceding the Member's retirement, death or termination of employment in which the highest average is attained, or, in the case of a Period of Leave or Reduced Appointment, the Earnings which the Member is deemed to have received.

In the case of Members who have not completed 60 months of Credited Service, their Final Average Earnings shall be based on the average of their Earnings during the months of their Credited Service.

"Income Tax Act" means the *Income Tax Act* (Canada) and the regulations prescribed thereunder, as amended or replaced from time to time.

~~"Interest" means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series V80691336, or its future equivalent, compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available.~~

[NTD: Deleted definition of "Interest" as it was only used in s. 10.06, which has also been deleted.]

"Investment Earnings" mean net gains or losses attributable to the market performance of the assets of the relevant fund or account during the relevant period less any investment and administration expenses payable from such fund or account pursuant to subsection ~~10.06~~10.04.

[NTD: Corrected cross reference (to refer to s. 10.04 (Investment Earnings)).]

"Member" has the meaning set out in clause II of the Trust Agreement.

"Money Purchase Plan" means the University of Victoria Money Purchase Pension Plan.

"PBSA" means the *Pension Benefits Standards Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

"Pension Board" has the meaning set out in clause II of the Trust Agreement.

"Pension Fund" has the meaning set out in clause II of the Trust Agreement.

"Period of Leave or Reduced Appointment" means an Approved Leave of Absence, Sabbatical or Study Leave, Statutory Leave, Special Reduction of Appointment or Temporary Reduction of Appointment.

“Plan” means the University of Victoria Combination Pension Plan, as constituted under the Trust Agreement and this plan text.

“Prescribed Form” means the form prescribed from time to time by the Pension Board.

“Prior Pension Plans” means all pension plans in effect at the University of Victoria on June 30, 1968.

“Retired Member” means a Member of the Plan who has retired and who is receiving benefits directly from the Plan.

“Retirement Date” means the day the Member elects to retire pursuant to Section 7 of the Plan.

“Sabbatical or Study Leave” means a period of absence from the University approved as such by the University.

“Special Reduction of Appointment” means a reduction in the number of hours worked in Covered Employment by a Member, other than a Temporary Reduction of Appointment, that is approved as such by the University.

“Specified Beneficiary” means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act.

“Spouse” means, in relation to another person, a person who at the relevant time:

- (a) is married to that other person and has not been living separate and apart from that other person for a continuous period longer than two years; or
- (b) has been living with that other person in a marriage-like relationship for a period of at least two years immediately preceding the relevant time,

but does not include a person who has been allocated a share of the Member’s benefit under the Family Law Act unless a subsequent spousal relationship has been established.

“Staff Plan” means the University of Victoria Staff Pension Plan.

“Statutory Leave” means a leave of absence for which the *Employment Standards Act* (British Columbia) requires the University to continue to make contributions in respect of Member on such a leave, if the Member elects to continue to make the required contributions under the Plan.

“Temporary Reduction of Appointment” means a temporary reduction in the number of hours worked in Covered Employment by a Member that is approved as such by the University.

“Trust Agreement” has the meaning set out in clause II of the Trust Agreement.

“Trustee” has the meaning set out in clause II of the Trust Agreement.

"University" means the University of Victoria or the Board of Governors thereof, as the context requires.

"Voluntary Contribution Account" means the account that is maintained for each Member who is making or who has made additional voluntary contributions.

"YMPE" means, in respect of a calendar year, the "year's maximum pensionable earnings" as defined under the Canada Pension Plan.

SECTION 2 - PENSION FUND: CREATION AND PURPOSE

- 2.01 The Pension Fund shall be established and maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members and their Beneficiaries, and for no other purpose whatsoever, save and except administration and investment costs.
- 2.02 All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of the Plan shall be made from the Pension Fund.
- 2.03 The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income therefrom and any other property received and held by the Trustees.
- 2.04 The Trustees are hereby designated as the only persons to receive contributions to the Pension Fund, and the Trustees are vested with all legal right, title and interest in and to the Plan in order that the Trustees may discharge on behalf of the Members under the terms of the Trust Agreement any and all of the uses, purposes and duties set forth in the Trust Agreement.
- 2.05 The Plan was established effective July 1, 1968.

SECTION 3 - ELIGIBILITY FOR MEMBERSHIP

- 3.01 Each regular (continuing) full-time member of an employee group eligible for membership in the Plan shall, as a term of employment, be a Member of this Plan, effective from the first day of employment.
- 3.02 An individual who holds a full-time appointment equivalent to those appointments described in subsection 3.01 and whose salary is paid through the University Payroll from a research grant or a trust fund or other special fund or source of revenue and not from the general funds of the University, even though such grant, fund, or source of revenue may be administered by the University, shall be eligible to become a Member of this Plan, if the grant, fund, or source of revenue pays the University's contribution to the Plan, or, in special circumstances, with the permission of the University.
- 3.03 If a Member who joins the Plan on the basis of the eligibility requirements in subsection 3.01 or 3.02 subsequently reduces the Member's appointment in the same appointment pursuant to which the Member became eligible for membership in the Plan to less than full-time, such Member shall remain eligible for membership in the Plan.
- 3.04 Notwithstanding anything to the contrary the Board of Governors has the right to make exceptions to the eligibility requirements specified above after consultation with the Pension Board, and shall supply the Pension Board from time to time, or as may be reasonably requested by the Pension Board, with a list of eligible Members.
- 3.05 Notwithstanding any other provision of this Section 3, if a Retired Member is re-employed by the University and would otherwise be eligible for membership in the Plan, the Retired Member will continue to receive the pension benefits elected under Section 8 and will not be eligible to become a Member of the Plan.
- 3.06 A member of the Money Purchase Plan who holds a full-time appointment as tenure or tenure-track teaching stream faculty on September 1, 2025 shall be required to suspend membership in the Money Purchase Plan and become a Member of this Plan. Despite subsection 3.01, such individual's membership in this Plan shall be effective from September 1, 2025.

SECTION 4 - MEMBER CONTRIBUTIONS

4.01 Required Contributions by Members

(a) Required Contributions

Subject to paragraph (b), each Member shall make required contributions to the Pension Fund, by means of payroll deductions, equal to the sum of:

- (i) 3.0% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; and
- (ii) 5.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period; and
- (iii) that percentage of the Member's Earnings which percentage is equal to one-third of the Additional Defined Retirement Benefit Contribution described in subsection 5.04, when the University's contribution is reduced as specified in paragraph 5.01(c).

The University shall remit the contributions to the Pension Fund at least monthly and the remitted contributions shall be credited to the Member's Combined Contribution Account.

(b) Contributions During Period of Leave or Reduced Appointment

- (i) A Member on an Approved Leave of Absence may elect in the Prescribed Form to make the Member required contributions under paragraph (a) and the University contributions under Section 5, including without limitation subsections 5.01, 5.02 and 5.04, in respect of the Member's deemed Earnings during the leave.
- (ii) While a Member is on a Sabbatical or Study Leave or Special Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of the Member's deemed Earnings during the leave or reduction of appointment and the University will make contributions under Section 5, including without limitation subsections 5.01, 5.02 and 5.04, in respect of the Member's deemed Earnings during the leave or reduction of appointment.
- (iii) A Member on a Statutory Leave may elect in the Prescribed Form to make the Member required contributions under paragraph (a) in respect of the Member's deemed Earnings during the leave, in which case the University must make the contributions under Section 5, including without limitation subsections 5.01, 5.02 and 5.04, in respect of the Member's deemed Earnings during the leave.
- (iv) While a Member is on a Temporary Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of the Member's actual Earnings during the Temporary Reduction of Appointment and the University will make contributions

under Section 5, including without limitation subsections 5.01, 5.02 and 5.04, in respect of the Member's actual Earnings during the Temporary Reduction of Appointment.

(c) Member Contribution Limit

Notwithstanding paragraphs (a) and (b), a Member's contributions to the Member's Combined Contribution Account shall not exceed the maximum amount permitted for the year under the Income Tax Act.

(d) Reduction of a Member's Contributions

If a Member's contributions for a year under paragraphs (a) and (b) will exceed the limit described in paragraph (c), the amount of the Member's contributions will be reduced to the extent required to ensure that such Member's contributions do not exceed the limit set out in paragraph (c).

4.02 Additional Voluntary Contributions by Members

(a) Voluntary Contributions

(i) Subject to [subsection 5.05 and](#) subparagraph (ii), a Member may make additional voluntary contributions to the Pension Fund, which contributions shall be credited to the Member's Voluntary Contribution Account in accordance with the provisions of Section 10.

(ii) ~~If a Member had deemed Earnings in a calendar year in respect of a Period of Leave or Reduced Appointment, the Member cannot~~ may not make any additional voluntary contributions ~~in that calendar year~~ during a Period of Leave or Reduced Appointment.

[NTD: Revised to prohibit a Member from making AVCs during the part of a calendar year that a Member is on leave/reduced appointment only. This means that a Member may make AVC during the part of the calendar year that the Member is not on leave/reduced appointment and AVCs do not have to be refunded. Also included a specific cross-reference to s. 5.05 (Pension Adjustment Limit) to ensure that the PA limits are respected (which may have been one of the reasons for the current subparagraph (ii)).]

(b) Voluntary Contribution Limit

Notwithstanding paragraph (a), a Member's voluntary contributions shall not exceed in any one year the maximum amount permitted under the Income Tax Act.

4.03 Member Receiving a Benefit

Contributions shall not be made by or on behalf of a Member while that Member is receiving a benefit from this Plan.

SECTION 5 - UNIVERSITY CONTRIBUTIONS

5.01 Contributions to Members' Combined Contribution Accounts

Subject to paragraph 4.01(b), for each pay period and in respect of each contributing Member, the University shall contribute an amount that is equal to:

- (a) 7.37% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; plus
- (b) 9.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period; less, at the election of the University,
- (c) that percentage of the Member's Earnings which percentage is equal to one-third of the Additional Defined Retirement Benefit Contribution described in subsection 5.04.

The University shall remit the contributions to the Pension Fund at least monthly and the remitted contributions shall be credited to the Member's Combined Contribution Account.

5.02 Contributions to the Defined Retirement Benefit Account

In addition to the amount contributed under subsection 5.01 and subject to paragraph 4.01(b), the University shall contribute in respect of all Members an amount that is equal to 1% of the Members' Earnings to the Defined Retirement Benefit Account. At the discretion of the Pension Board acting on the advice of its Actuary, this 1% of Members' Earnings University contribution may, from time to time and in whole or in part, be contributed as an identical percentage of each Member's Earnings to each Member's Combined Contribution Account and/or to the Supplemental Defined Retirement Benefit Account, instead of to the Defined Retirement Benefit Account.

5.03 Contribution Limit

The University's contributions to the Combined Contribution Account in respect of a Member shall not exceed the maximum amount permitted for the year under the Income Tax Act, less the Member's contributions in accordance with subsection 4.01.

On and after January 1, 1994 any reduction in the University's contribution to a Member's Combined Contribution Account from that specified in subsections 5.01 and 5.02 in order to comply with the foregoing limit, shall be contributed to a supplemental benefit arrangement for the benefit of the Member.

No contribution shall be made by the University pursuant to subsections 5.01 and 5.02, unless it is an eligible contribution as defined by the Income Tax Act.

On and after January 1, 2000, if any portion of the contribution under subsection 5.02 is not an eligible contribution to the Defined Retirement Benefit Account as defined by the Income Tax Act, and the Trustees choose not to allocate it to the Members' Combined Contribution Accounts, the University will contribute such ineligible amounts to a supplemental benefit arrangement for the benefit of Members.

5.04 Additional Contributions to the Defined Retirement Benefit Account

At any time while the Plan continues in existence the Actuary may advise that additional contributions beyond the 1% of Members' Earnings specified in subsection 5.02 are required to maintain the Defined Retirement Benefit Account in accordance with the funding policy adopted by the Pension Board. Subject to paragraph 4.01(b), such additional contributions shall be made by the University in the form of an additional percentage of Members' Earnings and designated as the Additional Defined Retirement Benefit Contribution. Notwithstanding the foregoing, the total contributions made by the University must meet the funding requirements of the PBSA and the Income Tax Act as determined in the most recently filed actuarial valuation report and cost certificate.

5.05 ~~5.05~~ Pension Adjustment Limit

In no event shall the contributions paid in a year to the Member's Combined Contribution Account and Voluntary Contribution Account, under subsections 4.01, 4.02, 5.01 and 5.02, result in a Member's pension adjustment as defined by the Income Tax Act in excess of the limit for the year prescribed by the Income Tax Act.

5.06 Member Receiving a Benefit

The University shall not make contributions in respect of a Member who is receiving a benefit from this Plan.

SECTION 6 - WRITTEN NOTICE

- 6.01 Whenever a Member or the Member's surviving Spouse is required to make a choice or election under any section of this Plan, the Member or surviving Spouse must provide at least one full calendar month written notice to the Pension Board. This requirement will be waived if the PBSA specifies a shorter period of notice or if the Pension Board determines that special circumstances exist.

SECTION 7 - RETIREMENT AND BENEFIT COMMENCEMENT DATES

7.01 Normal Retirement Date

Normal Retirement Date means the last day of the month in which the Member's 65th birthday occurs, which is also the Plan's "pension eligibility date" for the purposes of the PBSA.

7.02 Eligibility for Retirement Benefits

To be eligible for retirement benefits, a Member must be at least 55 years of age and have retired from or terminated Covered Employment.

With the permission of the University and subject to the PBSA, retirement benefits may be available to a Member who has attained age 55 and who has resigned from Covered Employment but is a part-time employee of the University in a category which provides membership in another University pension plan.

7.03 Benefit Commencement Date

A Member may elect to commence benefits on the first day of any month after the Member becomes eligible for benefits according to subsection 7.02. The date of commencement of retirement benefits is the Member's "Benefit Commencement Date".

7.04 Mandatory Commencement of Benefits

Notwithstanding any other provision of the Plan, the pension benefits to which an individual is entitled under the Plan will commence no later than the latest date allowed by the Income Tax Act.

7.05 Employment Past Normal Retirement Date

If a Member continues Covered Employment after the Member's Normal Retirement Date, required contributions shall continue to be made by the Member and the University until the earlier of the date the Member retires and November 30th of the year in which the Member reaches the maximum age for which contributions are permitted under the Income Tax Act.

SECTION 8 - RETIREMENT BENEFITS

8.01 Balances Available for Retirement Benefits

The balances in a Member's Combined Contribution Account, Voluntary Contribution Account, and Variable Benefit Account are available to provide a retirement benefit, provided that the Member is eligible under the provisions of subsection 7.02.

8.02 Retirement Benefits Options

A Member may elect to apply the available balance described in subsection 8.01 to a combination of the options listed in paragraphs (a) and (b) below, subject to the approval of the Pension Board:

(a) Options within the Plan:

- (i) Internal Variable Annuity Option to have the amount applied to provide the Retired Member with an annual annuity payable monthly from the Pension Fund. The first monthly annuity payment shall be payable as soon as Investment Earnings are known for the Pension Fund for the month preceding the Member's Benefit Commencement Date, and in any event not later than 30 days following the Member's Benefit Commencement Date. The initial amount of such payment shall be determined by the Pension Board on the basis of the actuarial assumptions as to interest and mortality last adopted by the Pension Board for this purpose at the Member's Benefit Commencement Date. The amount payable will fluctuate annually as determined by the Pension Board, in consultation with the Actuary, due to changes in the values of the assets of the Pension Fund and to the mortality assumptions and experience;
- (ii) Variable Benefit Option to have the amount applied to provide the Member with a variable benefit, payable monthly from the Pension Fund, according to the requirements set out in the Income Tax Act and the PBSA. The total annual payment shall not be less than the minimum specified in the Income Tax Act nor greater than the maximum specified in the PBSA, and payments will begin not later than the latest date allowed by the Income Tax Act. With the approval of the Pension Board, a Member may elect to apply a portion of the balance remaining in the Member's Variable Benefit Account to another option, at which time the variable benefit payments will be recalculated. Payments will cease upon the effective date of the transfer of the entire remaining balance to another option, or upon the later of the end of the month in which the Member dies, or, if there is a Specified Beneficiary, the end of the month in which the Specified Beneficiary dies. Any balance remaining in the Member's account after the death of the Member and the death of the Specified Beneficiary, if any, will be paid as described in Section 11.

If required under the PBSA, a Member who has a Spouse on the Member's Benefit Commencement Date and elects this option must provide the Pension Board with:

- (A) a consent in the Prescribed Form by the Member's Spouse that was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) Options external to the Plan include transfer of the amount to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company to purchase an annuity, in accordance with the requirements of the PBSA. Such transfers must be on a locked-in basis for that portion of the Member's account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's account at December 31, 1992 plus the Investment Earnings on that amount after that date.

8.03 Voluntary Contribution Account Benefit

If a Member becomes eligible for benefits under subsection 7.02, the Member may elect to apply the balance of the Member's Voluntary Contribution Account as follows:

- (a) to be refunded to the Member as a lump sum, unless such payment is precluded by restrictions attached to the voluntary contributions;
- (b) to be transferred in accordance with any of the options available under paragraph 8.02(b);
- (c) if the Member elects to use the Member's Combined Contribution Account to provide a variable benefit under subparagraph 8.02(a)(ii), to have the balance of the Voluntary Contribution Account transferred to the Member's Variable Benefit Account;
- (d) if the Member does not elect to use the Member's Combined Contribution Account to provide a variable benefit under subparagraph 8.02(a)(ii), but the balance of the Voluntary Contribution Account is not less than twice the YMPE, to have the balance of the Voluntary Contribution Account used to establish a Variable Benefit Account to provide variable benefits; or
- (e) to a combination of the above options as approved by the Pension Board.

8.04 Minimum Balances

Under the terms of subsection 8.02, a Member may use all or part of their account balances to establish a Variable Benefit Account. If only part of an account balance is used, the initial amount applied to this option must not be less than twice the YMPE and, if the Member subsequently elects to apply part of the balance in the Variable Benefit

Account to another option, the remaining balance must not be less than twice the YMPE.

8.05 Default Option

A retiring Member, who fails to make an election under subsections 8.02 or 8.03 prior to, or within 90 days following, the date of eligibility for a retirement benefit and who has not advised the Pension Board of a deferred Benefit Commencement Date, will be deemed to have elected to retain the Member's Combined Contribution Account and the Member's Voluntary Contribution Account, if any.

A Member who has not made the required election before December 1st of the last calendar year that the Member is eligible to hold a retirement savings plan registered under the Income Tax Act will be deemed to have elected an option selected by the Pension Board from those options in subsections 8.02 and 8.03 that the Member would be eligible to elect under the Income Tax Act and PBSA. In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to the Member, or to an account in trust for the Member with a financial institution selected by the Pension Board.

8.06 Internal Variable Annuity

The Internal Variable Annuity is the annuity, calculated annually and payable monthly, commencing on the Member's Benefit Commencement Date, as elected under subparagraph 8.02(a)(i), calculated on the basis of a single life annuity with payments commencing on the Member's Benefit Commencement Date.

8.07 Prior Pension Benefit

The Prior Pension Benefit is the annual retirement benefit, payable monthly, commencing on the Member's Benefit Commencement Date under any Prior Pension Plan calculated on the basis of a single life annuity with payments commencing on the Member's Benefit Commencement Date, to which the Member may be entitled.

8.08 Supplementary Benefit

- (a) Under the provisions of subparagraph 8.02(a)(i), the Pension Board will prescribe an annuity option (the Qualifying Option) which qualifies for a Supplementary Benefit payable from the Defined Retirement Benefit Account.
- (b) The Supplementary Benefit is an annual amount, payable monthly, commencing on the Member's Benefit Commencement Date, and is equal to the amount, if any, by which the Formula Benefit, as defined in the appropriate paragraph 8.09(a), (b) or (c), exceeds the sum of the Internal Variable Annuity as defined in subsection 8.06, and the Prior Pension Benefit, as defined in subsection 8.07.
- (c) A Member who has made an election under subparagraph 8.02(a)(ii) and, with the approval of the Pension Board, subsequently elects a benefit under subparagraph 8.02(a)(i) is not eligible for the Supplementary Benefit.
- (d) Members other than those excluded by paragraph (c), are eligible for a Supplementary Benefit as follows. They may qualify for the full Supplementary

Benefit defined in paragraph (b) by applying the entire balance of their Combined Contribution Account to the Qualifying Option. Alternatively, they may apply a fraction of the balance, provided that such fraction is not less than three times the YMPE. If the amount applied is a fraction of the entire amount, then the Member qualifies for a reduced Supplementary Benefit equal to the same fraction of the Supplementary Benefit defined in paragraph (b).

- (e) Despite the foregoing, if a Spouse elects an Internal Variable Annuity as described in subparagraph 8.02(a)(i) pursuant to paragraph 11.01(b), the Spouse is eligible for a Supplementary Benefit on the same terms as set out in this subsection 8.08 in respect of a Member.

8.09 Formula Benefit

- (a) At or following Normal Retirement Date

The Formula Benefit for a Member whose Benefit Commencement Date is at or following their Normal Retirement Date shall be an annual amount equal to the following but not greater than the Maximum Formula Benefit as specified in subsection 8.10:

- (i) For Credited Service on and after January 1, 1966

1.3% of the Member's Final Average Earnings up to the Average YMPE, plus 2.0% of the Member's Final Average Earnings in excess of the Average YMPE;

multiplied by the Member's years of Credited Service on and after January 1, 1966; plus

- (ii) For Credited Service before January 1, 1966

2.0% of the Member's Final Average Earnings multiplied by the Member's years of Credited Service before January 1, 1966.

- (b) For Benefits Commencing Before Normal Retirement Date

The Formula Benefit for a Member whose Benefit Commencement Date is prior to their Normal Retirement Date shall be the Actuarial Equivalent of the Formula Benefit as calculated under paragraph (a).

- (c) For Benefits Payable to a Surviving Spouse

The Formula Benefit for a Spouse who elects an Internal Variable Annuity as described in subparagraph 8.02(a)(i) pursuant to paragraph 11.01(b) shall be the Actuarial Equivalent of the Formula Benefit to which the Member was entitled as of the Member's date of death as calculated under paragraph (a).

8.10 Maximum Formula Benefit

- (a) At or following Normal Retirement Date

The Maximum Formula Benefit at or following Normal Retirement Date shall be the annual normal form of lifetime Formula Benefit calculated under paragraph 8.09(a), and shall not exceed the sum of:

- (i) the Member's years of Credited Service on and after January 1, 1991 plus the years of Credited Service prior to January 1, 1991, granted after July 1, 1992, multiplied by the lesser of:
 - (A) \$2,494.44 or such greater amount permitted under the Income Tax Act; and
 - (B) 2% of the average of the Member's best 3 consecutive years' remuneration from the University;

and

- (ii) the Member's Formula Benefit in respect of years of Credited Service earned prior to January 1, 1991 and granted prior to July 1, 1992, to a maximum of 35 years.

(b) For Benefits Commencing Before Normal Retirement Date

If the Member's Benefit Commencement Date precedes the earliest of the day on which:

- (i) the Member will attain age 60;
- (ii) the Member's age plus Continuous Service would have equalled 80; and
- (iii) the Member would have completed 30 years of Continuous Service,

the Maximum Formula Benefit shall be the amount determined in paragraph (a) reduced by 0.25% for each month by which the Member's Benefit Commencement Date precedes that day.

8.11 Annual Adjustment of Formula Benefit and Supplementary Benefit

(a) Annual Adjustment of Formula Benefit

- (i) The Formula Benefit, as described in the appropriate paragraph 8.09(a), (b) or (c), shall be adjusted as at July 1 next following the Member's Benefit Commencement Date and at each succeeding July 1 until benefits cease to be payable.
- (ii) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Member's Benefit Commencement Date, the maximum adjustment is $\frac{1}{4}\%$ for each month that has elapsed from the Member's Benefit Commencement Date to the adjustment date.

- (iii) The adjustment in a particular year shall be calculated as the Formula Benefit including all previous adjustments, adjusted by the percentage change in the value of the Consumer Price Index over the 12 months ending on the immediately preceding March 31, plus or minus any Carry Forward addition or deduction from the immediately preceding year as described in (iv) below and, subject to the limits described in (ii). If less than 12 months have elapsed since the Member's Benefit Commencement Date the change in the value of the Consumer Price Index will be reduced to the amount obtained by multiplying the percentage change by 1/12 for each month that has elapsed from the Member's Benefit Commencement Date to the adjustment date.
- (iv) If the unlimited adjustment calculated in (iii) exceeds the maximum adjustment described in (ii), the amount by which the unlimited adjustment exceeds the maximum shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in (iii) is negative, this negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.

(b) Annual Adjustment of Supplementary Benefit

The Supplementary Benefit, as described in subsection 8.08, shall be recalculated and, if payable, adjusted as at July 1 next following the Member's Benefit Commencement Date and at each succeeding July 1 during the Retired Member's lifetime so as to reflect adjustments to the Formula Benefit, the Prior Pension Benefit and the Internal Variable Annuity.

(c) Additional Adjustments

A Retired Member will continue to receive the retirement benefit that the Member elected and as was specified in the Plan at the Member's Benefit Commencement Date.

Notwithstanding the foregoing, ad hoc adjustments to compensate in whole or in part for the effect of inflation, as measured by the Consumer Price Index, in reducing the purchasing power of the retirement benefits of a Retired Member in receipt of the Defined Retirement Benefit or a Supplementary Benefit, as it was defined at the Member's Benefit Commencement Date, may be recommended by the Pension Board and approved by the Board of Governors. Such ad hoc adjustments are subject to the limits prescribed by the Income Tax Act.

8.12 Termination of Membership

The payment of the entire amount of the balance of the Member's Combined Contribution Account, Voluntary Contribution Account, and Variable Benefit Account to the company or companies selected by the Member for the purposes of paragraph 8.02(b) shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to the Member. From the date of the payment of the amount(s), the Member shall for all purposes cease to be a Member of the Plan, and shall thereafter have no right or claim of any kind whatsoever against the Plan.

SECTION 9 - FORMS OF RETIREMENT BENEFIT

9.01 Normal Form

The normal form of retirement benefit under subsections 8.06 and 8.09 shall be equal monthly payments commencing on the Member's Benefit Commencement Date and terminating with the payment made on the first day of the month in which the death of the Retired Member occurs.

9.02 Automatic Form for a Member with a Spouse

For a Member who has a Spouse on the Member's Benefit Commencement Date, the retirement benefit must, except as set out in subsection 9.03, be paid as a joint and survivor annuity which is:

- (a) payable in monthly instalments of a reduced amount for the life of the Member and payable after the Member's death to the Member's Spouse for the life of the Spouse in monthly instalments equal to 60% of the amount that would have been paid if such death had not occurred; and
- (b) the Actuarial Equivalent of the normal form of benefit.

9.03 Waiver of Automatic Form of Retirement Benefit

- (a) A Member may elect to receive a form of retirement benefit that does not comply with subsection 9.02 by providing to the Pension Board:
 - (i) a statement in Prescribed Form by the Member's Spouse that states that the Spouse is aware of the Spouse's entitlement to a joint and survivor pension under subsection 9.02, waives that entitlement and was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) A Spouse who has validly signed a statement under subparagraph (a)(i) is deemed to be the sole Beneficiary of the Member despite any actual designation of Beneficiary pursuant to subsection 14.05 and any other law relating to such an actual designation.
- (c) Paragraph (b) does not apply if the Pension Board receives:
 - (i) a statement in Prescribed Form by the Member's Spouse that states that the Spouse is aware of the Spouse's entitlement under paragraph (b), waives that entitlement and was signed by the Spouse, before the Member's death, in the presence of a witness and outside the presence of the Member, or

- (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (d) If a Spouse who is deemed to be the Beneficiary by virtue of paragraph (b) does not survive the Member, another person who has actually been designated as the Beneficiary pursuant to subsection 14.05 is the Member's Beneficiary.
- (e) A waiver under subparagraph (a)(i) or (c)(i) of an entitlement to a benefit is void if the Member dies before the Member's Benefit Commencement Date.
- (f) Where a Member has elected an optional form of pension that has commenced to be paid, such election shall be final, and in the case of a joint and last survivor form of pension, the joint annuitant may not be changed.

9.04 Optional Forms of Retirement Benefit

- (a) In lieu of the normal form of retirement benefit payable according to subsection 9.01 or the automatic form of retirement benefit payable according to subsection 9.02, a Member may elect in the Prescribed Form, prior to the Member's Benefit Commencement Date, to receive an optional form of retirement benefit.
- (b) If a Member has a Spouse on the Member's Benefit Commencement Date, any optional form elected must comply with subsection 9.03.
- (c) The amount of retirement benefit payable under any of the optional forms referred to in this subsection must be the Actuarial Equivalent of the normal form of benefit described in subsection 9.01.
- (d) The following optional forms of retirement benefit are available:
 - (i) Joint and Survivor Option
 If a Member has a Spouse on the Member's Benefit Commencement Date, the Member may elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that upon the Member's death after monthly payments begin, there shall be payable a retirement benefit for life to the Member's surviving Spouse of 75% or 100% of the benefit payable had such death not occurred.
 - (ii) Life Guaranteed 5, 10 or 15 Years
 A Member may elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that if, at the death of the Retired Member, payments have not been made for a guaranteed period of 60, 120 or 180 months, as that Member may elect, which nevertheless shall not exceed 15 years, the monthly retirement benefit payments will continue during the remainder of the guaranteed period so elected, or, if the Beneficiary is the Member's estate rather than an individual, the present value of such remaining monthly retirement benefit payments, as determined by the Pension Board, shall be paid in one sum to the executors or administrators of the Retired Member.

(iii) Other Optional Forms

A Member may elect to receive the Actuarial Equivalent of the Member's retirement benefit in any other optional form acceptable to the Pension Board and in accordance with the requirements of the Income Tax Act.

SECTION 10 - FUND ALLOCATION & ADMINISTRATION

10.01 Records

The Pension Board shall establish and maintain or cause to be established and maintained a record for each Member up to the Member's Benefit Commencement Date and for each of the special funds or accounts hereinafter defined of:

- (a) amounts paid to the Pension Board and reported by the University, when so paid, as having been contributed by the Member (such amounts being herein referred to as Member required contributions or Member additional voluntary contributions, as the case may be), and
- (b) amounts paid to the Pension Board and reported by the University, when so paid, as having been contributed pursuant to Section 5 (such amounts being referred to herein as University contributions).

10.02 Accounts

The Pension Board shall establish and maintain or cause to be established and maintained the following accounts in the Pension Fund:

- (a) A Defined Retirement Benefit Account to which shall be credited:
 - (i) the University contributions of up to 1% of Members' Earnings as described in subsection 5.02 hereof, and
 - (ii) the University contributions, if any, as described in subsection 5.04, and
 - (iii) Investment Earnings,

and to which shall be debited

 - (iv) the monthly retirement benefits paid to each Retired Member and joint annuitant who receives benefits under the defined retirement benefit provisions of the Plan as was specified at the Member's Benefit Commencement Date, when this was prior to the first day of January, 1992, and
 - (v) the monthly Supplementary Benefits paid to each Retired Member and joint annuitant who receives benefits under the Supplementary Benefit provisions of subsections 8.08 and 8.11(b), and
 - (vi) ad hoc adjustments paid to Retired Members under the provisions of paragraph 8.11(c).
- (b) A Combined Contribution Account for each Member who has not elected a benefit under subsection 8.02 and which is the sum of the separately maintained sub-accounts:

- (i) Pre-1993 Contribution Sub-Account to which shall be credited the Member's Combined Contribution Account balance as at December 31, 1992 plus Investment Earnings thereafter; and
 - (ii) Post-1992 Contribution Sub-Account to which shall be credited the Member's required contributions and the University contributions made to the Member's Combined Contribution Account for service after December 31, 1992, plus Investment Earnings.
- (c) A Voluntary Contribution Account for each Member who has not elected a benefit under subsection 8.03 and who is making or has made additional voluntary contributions or transferred in funds under subsection 15.04, to which shall be credited the Member's additional voluntary contributions, transfers, and Investment Earnings and to which shall be debited lump sum payments and any transfers to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.
- (d) A Variable Benefit Account for each Member who has elected a benefit under subparagraph 8.02(a)(ii) to which shall be credited
- (i) that proportion of the Member's Combined Contribution Account balance on the Member's Benefit Commencement Date that the Member elected to be applied to benefits under subparagraph 8.02(a)(ii), and
 - (ii) that proportion of the Member's Voluntary Contribution Account balance on the Member's Benefit Commencement Date that the Member elected under subsection 8.03 to be applied to benefits under subparagraph 8.02(a)(ii), and
 - (iii) Investment Earnings,
- and to which shall be debited
- (iv) the benefits paid under subparagraph 8.02(a)(ii) including the portion provided from the Member's former Voluntary Contribution Account.
- Separate sub-accounts will be maintained for amounts that are subject to lock-in restrictions.
- (e) An Internal Variable Annuity Account to which shall be credited:
- (i) those proportions of the Combined Contribution Account balances on the respective Benefit Commencement Dates of each Member as those Members elected to have applied to an annuity under subparagraph 8.02(a)(i), and
 - (ii) those proportions of the Voluntary Contribution Account balances on the respective Benefit Commencement Dates of each Member, as those

Members elected under subsection 8.03 to have applied to an annuity under subparagraph 8.02(a)(i), and

- (iii) those proportions of the Variable Benefit Account balances of each Member that those Members elected to have applied to an annuity under subparagraph 8.02(a)(i),

and to which shall be debited

- (iv) the annuities paid under subparagraph 8.02(a)(i), including the portions provided from Members' former Voluntary Contribution Accounts and Variable Benefit Accounts.

10.03 Investment

- (a) The Pension Board shall hold and direct the investment of the Pension Fund in accordance with the requirements of the Income Tax Act and the PBSA.
- (b) The Pension Board shall have the power to invest funds from different classes of accounts in different investment vehicles as it deems appropriate.
- (c) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Money Purchase Plan.

10.04 Investment Earnings

- (a) The Pension Board shall arrange for a valuation of the assets of the Pension Fund to determine Investment Earnings at the end of each month.
- (b) In determining the Investment Earnings, the Pension Board shall have the power to allocate in an equitable and non-discriminatory manner between the foregoing accounts described in subsection 10.02:
 - (i) the net investment income.
 - (ii) the administrative and investment expenses incurred in the period since the previous allocation. With the approval of the Board of Governors, the Pension Board may allocate a proportionally greater share of the administrative expenses to the Defined Retirement Benefit Account.
 - (iii) the net increase or decrease in the value of the assets.
- (c) Investment Earnings shall be credited to each Member's Combined Contribution Account, Variable Benefit Account, and Voluntary Contribution Account based on the balance in each such account at the end of the previous month.
- (d) If a transfer or payment of a Member's Combined Contribution Account, Variable Benefit Account or Voluntary Contribution Account must be made under the terms of the Plan due to the Member's retirement, termination of Covered Employment or death, Investment Earnings shall be credited to such account to

the end of the month preceding the month in which the transfer or payment is made.

[NTD: Added paragraph (d) to clarify how Investment Earnings will be credited if a transfer or payment is required in light of the removal of s. 10.06. This is consistent with the interest requirements set out in PBSR, ss. 69(3) (crediting interest on termination of active membership) and 69(4)(crediting of interest on AVCs)]

10.05 Valuation of Annuities

The Pension Board shall determine the value of an annuity unit annually and may arrange for more frequent valuations as it deems necessary or desirable. The right of the Pension Board to arrange more frequent determinations of unit values shall be exercised in a non-discriminatory manner.

~~10.06 Interim Account Values~~[NTD: Deleted s. 10.06 (Interim Account Values). This provision was needed to provide for interim account value interest due to a 1-month valuation lag for transfers out of the plan, but with the new recordkeeping platform this lag will be eliminated. Thus, this provision is no longer required.]

~~If a transfer or payment of a Member's Combined Contribution Account, Variable Benefit Account or Voluntary Contribution Account must be made under the terms of the Plan due to the Member's retirement, termination of Covered Employment or death, the amount of such account shall be:~~

- ~~(a) — the amount of such account on the end of the month prior to the month in which the transfer or payment is made,~~
- ~~(b) — Interest on the amount under paragraph (a) for the period between the end of the month prior to the month in which the transfer or payment is made to the actual date of the transfer or payment; and~~
- ~~(c) — the sum of the Member's contributions and the University contributions on the Member's behalf credited to such account since the end of the month prior to the month in which the transfer or payment is made with interest thereon from the date the contributions were credited to the account to the date of transfer or payment.~~

10.06 ~~10.07~~ Administration of the Plan

For the purposes of the PBSA, the Pension Board is the Plan's "administrator" and "fundholder" and the University is an "employer".

SECTION 11 - DEATH BENEFITS

11.01 Death Before Member's Benefit Commencement Date

Subject to any rights that a person may have under Part 5 or Part 6 of the Family Law Act:

(a) Death Benefit Amount

In the event of the death of a Member prior to the Member's Benefit Commencement Date, a death benefit is payable to the Member's Beneficiary equal to the sum of the amount of the Member's Combined Contribution Account and Voluntary Contribution Account at the date of death, in such proportions as had been designated by the Member.

(b) Death Benefit Payable to Spouse

If the Member had a Spouse at the time of the Member's death, the death benefit payable under paragraph (a) must be paid to the Member's Spouse. The Spouse may elect to apply the death benefit to any of the options available to a retiring Member under subsection 8.02 as if references to the Member were replaced with Spouse, but without regard for the Spouse's age.

If a Spouse fails to make the election described in the above paragraph within 90 days of receiving the statement required by the PBSA, the Spouse will be deemed to have elected to retain the Member's Combined Contribution Account and Voluntary Contribution Account, if any.

A Spouse who has not made the required election by the later of (i) December 1st of the last calendar year that the Spouse is eligible to hold a retirement savings plan registered under the Income Tax Act, and (ii) one year following the Member's date of death, will be deemed to have elected an option selected by the Pension Board from those options in subsections 8.02 and 8.03 that the Spouse would be eligible to elect under the Income Tax Act and PBSA. In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to the Spouse, or to an account in trust for the Spouse with a financial institution selected by the Pension Board.

(c) Spousal Waiver of Death Benefit

(i) A Member's Spouse may waive entitlement pursuant to this subsection 11.01 at any time prior to the Member's death by delivering a signed waiver in the Prescribed Form to the Pension Board.

(ii) If a waiver pursuant to subparagraph (i) is in effect, the benefits payable under the Plan as a consequence of the death must be paid as if the deceased Member died leaving no surviving Spouse.

(iii) Despite any other provision of this Plan, if a Spouse waives entitlement under this subsection 11.01, the Spouse is not entitled to receive any benefit by way of a lump sum payment as the Member's Beneficiary.

(d) Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death, or, if the Pension Board receives from the surviving Spouse a waiver pursuant to subparagraph 11.01(c)(i), the death benefit payable under paragraph (a) is payable in a lump sum to the Member's Beneficiary.

(e) Refund of Voluntary Contributions

If the person entitled to the death benefit is the Member's Spouse, the portion of the death benefit that is attributable to the Member's Voluntary Contribution Account is not subject to lock-in restrictions and may be paid in a lump sum unless such payment is precluded by restrictions attached to the voluntary contributions or transferred to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution .

11.02 Death After Member's Benefit Commencement Date

In the event of the death of a Retired Member who had elected an annuity under subparagraph 8.02(a)(i) the sums payable, if any, shall be in accordance with the form of benefit elected by such Retired Member under Section 9.

In the event of the death of a Retired Member who had elected a benefit under subparagraph 8.02(a)(ii), a death benefit is payable as described in subsection 11.01 as if references to the Combined Contribution Account and Voluntary Contribution Account were replaced with the Variable Benefit Account. Upon the death of a surviving Spouse who is in receipt of benefits under subparagraph 8.02(a)(ii), the balance remaining in the Variable Benefit Account is payable to the Spouse's designated beneficiary or if none to the estate of the Spouse.

11.03 Proof of Death

Payment arising or conditional upon the death of any Member, joint annuitant or any other Beneficiary or upon the continued life of a Member, joint annuitant or any other Beneficiary or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Pension Board of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

SECTION 12 - TERMINATION OF COVERED EMPLOYMENT

12.01 A Member whose Covered Employment is terminated for reasons other than death or retirement shall immediately cease to be eligible to make Member contributions under Section 4 and to receive University contributions under Section 5, and may elect at termination or subsequently with respect to the balances in the Member's Combined Contribution Account and Voluntary Contribution Account a combination of the following options, subject to the approval of the Pension Board:

- (a) to retain the Member's Combined Contribution Account and Voluntary Contribution Account until the Member's Benefit Commencement Date, and on this election being made the Member may further elect to have the amount of the Member's Combined Contribution Account and Voluntary Contribution Account at the date of termination plus Investment Earnings on those amounts applied to provide a benefit as described in subsection 8.02;
- (b) subject to paragraph 15.01(a), to transfer the amount(s) to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company to purchase an annuity, in accordance with the requirements of the PBSA. Such transfers must be on a locked-in basis for that portion of the Member's Combined Contribution Account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's Combined Contribution Account at December 31, 1992 plus the Investment Earnings on that amount after that date nor on the balance in a Member's Voluntary Contribution Account unless the funds were originally transferred in on a locked-in basis; or
- (c) in respect of the balance in the Member's Voluntary Contribution Account only, as a lump sum payment.

A Member who elects an option other than one including paragraph (a) above will cease to be a Member and have no further entitlement under the Plan upon such transfer. A Member who fails to make an election of one of the above options within 90 days of receiving the statement required by the PBSA will be deemed to have elected the option in paragraph (a).

12.02 A Member whose Covered Employment is terminated and who elects the option described in paragraph 12.01(a) retains eligibility for a Supplementary Benefit as described in subsection 8.08.

12.03 A transfer under paragraph 12.01(b) or (c) shall be in accordance with the requirements of the Income Tax Act and the PBSA.

SECTION 13 - PLAN AMENDMENT AND TERMINATION

13.01 Amendment

Further to subclause XV.(1) of the Trust Agreement, the Members may, by resolution passed at a properly convened meeting of the Members, make proposals for the amendment of the Plan and upon receipt thereof by the Pension Board it shall within a reasonable time report to the membership its decision in respect to such resolution.

13.02 Termination

- (a) Further to subclause XV.(2) of the Trust Agreement, and in the event of the termination of the Plan, the Pension Board shall allocate the balances of the various accounts described in subsection 10.02 to Members and Beneficiaries according to the following entitlements:
- (i) Members and Beneficiaries holding Voluntary Contribution Accounts or Variable Benefit Accounts shall be entitled to receive their respective account balances.
 - (ii) Members who have not made an election under subsection 8.02, and their Beneficiaries, shall be entitled, except as provided by subparagraph (v) below, to receive their respective Combined Contribution Account balances as of the date of termination. Each such Member or surviving spouse of the Member may elect, within 90 days of receiving the statement required by the PBSA, a transfer of the Member's Combined Contribution Account balance in accordance with paragraph 12.01(b). If the Member or surviving Spouse does not make the election in the time limit specified, payment(s) will be made as appropriate to the Member or the surviving Spouse or to an account in trust for the Member or the surviving Spouse with a financial institution selected by the Pension Board. A Beneficiary who is not the Spouse of a Member will be paid the entitlement as a lump sum.
 - (iii) Recipients of defined benefit pensions that are payable under the provisions of the Plan as was specified prior to the first day of January 1992 shall be entitled to a retirement benefit equal in value to the actuarial value of the defined benefit pension payable as of the date of termination. This entitlement shall be funded from the Defined Retirement Benefit Account.
 - (iv) Recipients of Internal Variable Annuities shall be entitled to a total retirement benefit equal in value to the annuity payable under subparagraph 8.02(a)(i) as of the date of termination plus the actuarial value of any Supplementary Benefit payable under subsection 8.08 as of the date of termination. This entitlement shall be funded by a pro-rata share of the Internal Variable Annuity Account based on the number of units held by the annuitant plus supplementary funds drawn as required from the Defined Retirement Benefit Account.

- (v) Members who have attained the age of 65 at the date of termination but have not made an election under subsection 8.02 shall be entitled to a money purchase benefit equal to their Combined Contribution Account balance under subparagraph (ii), or at the Member's option a retirement benefit equal in value to the actuarial value of the Formula Benefit determined under subsection 8.09 as of the date of termination. This entitlement shall be funded by the Member's Combined Contribution Account plus supplementary funds drawn as required from the Defined Retirement Benefit Account.
- (b) If any surplus remains in the Defined Retirement Benefit Account after it has been allocated in accordance with paragraph (a), the available funds shall be distributed according to a non-discriminatory formula adopted by the Pension Board and in accordance with the PBSA.
- (c) If, at the Plan termination date, the Defined Retirement Benefit Account is insufficient to provide for all of the defined benefits payable out of that account as determined under subparagraphs (a)(iii), (a)(iv) and (a)(v), the University shall contribute the amounts required to fund those benefits in accordance with the PBSA. If despite the preceding sentence, the assets in Defined Retirement Benefit Account remain insufficient to provide for all of the defined benefits payable out of that account as determined under subparagraphs (a)(iii), (a)(iv) and (a)(v), the assets in the Defined Retirement Benefit Account must be allocated and distributed pursuant to section 135 of the regulations under the PBSA, as amended or replaced from time to time.

SECTION 14 - MISCELLANEOUS

14.01 Non Alienation

Subject to the PBSA, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non-enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.

14.02 Information Disclosure

Each Member and Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the PBSA.

14.03 Payments

- (a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Secretary to the Pension Board, all documents required to authorize the payment or transfer, including evidence of entitlement. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

If a payment is in excess of the maximum limit that can be transferred to another plan or to a retirement savings plan registered under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

- (b) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan or registered retirement income fund, that lump sum payment may be transferred to a registered retirement savings plan or registered retirement income fund at the option of the person to whom the lump sum is payable.

14.04 Permitted Unlocking

- (a) Small Benefit

- (i) If the total payable from a Member's Combined Contribution Account is less than 20% of the YMPE for the calendar year in which the Member terminated Covered Employment, retired or died, or any subsequent year in which the value of the Combined Contribution Account is determined prior to the Member or Spouse's Benefit Commencement Date,
 - (A) the Member or surviving Spouse of the Member may elect to receive the value of the Combined Contribution Account in a lump sum; and
 - (B) notwithstanding subparagraph (A), the Pension Board reserves the right to compel a Member or surviving Spouse of the Member to take the value of the Combined Contribution Account in a lump sum.
 - (ii) If the value of a Retired Member's Variable Benefit Account is less than 20% of the YMPE for the calendar year in which the value of the Variable Benefit Account is determined, the Retired Member or surviving Spouse may elect to receive the value of the Variable Benefit Account in a lump sum.
- (b) Non-Resident
- (i) A Member whose Covered Employment has terminated pursuant to Section 12 or a Spouse entitled to a benefit under subsection 11.01 may elect to withdraw as a lump sum an amount equal to the value of the Combined Contribution Account on providing to the Pension Board a statement signed by the Member or Spouse that the Member or Spouse has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.
 - (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of the Spouse's entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (c) Shortened Life Expectancy
- (i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, other than a Retired Member or a surviving Spouse of a Member currently in receipt of any

form of lifetime pension under the Plan, has an illness or disability that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:

- (A) convert all or part of the balance of the person's Combined Contribution Account or Variable Benefit Account, as the case may be, on the basis prescribed in the PBSA to a series of payments for a fixed term; or
 - (B) withdraw as a lump sum an amount equal to the balance of the person's Combined Contribution Account or Variable Benefit Account, as the case may be, or any lesser amount that the person may select.
- (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
- (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of the Spouse's entitlement under the Plan, waives that entitlement, and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (iii) After any payment pursuant to this paragraph (c), the Member will continue to participate in the Plan. On the Member's subsequent termination of Covered Employment, retirement or death, any payments made with respect to such Member will be reduced to reflect any payments made under this paragraph (c).

14.05 Designation of Beneficiary

- (a) A Member's Beneficiary is:
- (i) if the Member has a Spouse who has not waived entitlement in accordance with this Plan text and the PBSA, the Spouse;
 - (ii) if the Member has no Spouse, or the Spouse has waived entitlement in accordance with this Plan text and the PBSA, the person(s) designated by the Member or Retired Member; or
 - (iii) if the Member has no Spouse, or the Spouse has waived entitlement in accordance with this Plan text and the PBSA and the Member has not designated a beneficiary pursuant to subparagraph (a)(ii), or no beneficiary designated pursuant to subparagraph (a)(ii) survives the Member, the Member's estate.

- (b) A Beneficiary designation must be filed with the Pension Board in the Prescribed Form.
- (c) A Member who has made a designation in accordance with paragraph (a) may alter or revoke the designation by filing with the Pension Board such alteration or revocation in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.

14.06 Marriage Breakdown

- (a) The entitlement of any person to receive a benefit under the Plan is subject to the following:
 - (i) entitlements arising under a written separation agreement or an order made under Part 5 of the Family Law Act, or a similar order of a court outside British Columbia enforceable in British Columbia, that affects the payment or distribution of a person's benefits, and
 - (ii) entitlements arising under a division of pension under Part 6 of the Family Law Act.
- (b) For greater certainty, a Spouse or former Spouse who is entitled to a division of a Member's benefit under the Plan shall be subject to the same locking-in rules as the Member.
- (c) For greater certainty, once a separated Spouse receives a share of a Member's benefit in accordance with this subsection 14.06, such Spouse shall no longer have any other entitlements under this Plan.
- (d) If a Member's benefits are divided as a result of a marriage breakdown, the Member's Credited Service will be reduced by the amount of Credited Service reflected in the Spouse's proportionate share of the benefits in accordance with the requirements of the Family Law Act.

14.07 Ancillary Benefits

The basis upon which ancillary benefits, as defined in the PBSA, will be paid from the Plan is established pursuant to this subsection 14.06 as follows:

- (a) supplementary benefits payable for a temporary period of time are provided in accordance with subsection 8.08 if:
 - (i) the Member has attained age 55 and retired from or terminated Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, has made an election under subparagraph 8.02(a)(i) and is alive on the date as of when the supplementary benefit is calculated under subsection 8.08; or

- (ii) the surviving Spouse of a Member has made an election under paragraphs 11.01(b) and 8.02(a)(i) and is alive on the date as of when the supplementary benefit is calculated under subsection 8.08; and
- (b) cost of living adjustments are provided in accordance with paragraph 8.11(a) if
 - (i) the Member has attained age 55 and retired from or terminated Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made; or
 - (ii) the surviving Spouse of a Member is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made; and
- (c) cost of living adjustments are provided in accordance with paragraph 8.11(c) if:
 - (i) the Member has attained age 55 and retired from or terminated Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, is in receipt of a Supplementary Benefit in accordance with subsection 8.08 or a Defined Retirement Benefit and is alive on the date as of when a cost of living adjustment is made; or
 - (ii) the surviving Spouse of a Member is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made;

and the Pension Board recommends and the Board of Governors approves an ad hoc adjustment.

SECTION 15 - TRANSFERS

15.01 Transfer To and From the Money Purchase Plan

- (a) A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Money Purchase Plan shall be required to cease contributions to this Plan and to commence contributions to the Money Purchase Plan on the date that the change in appointment is effective. Credited Service is not accrued within the Money Purchase Plan and no service is transferable from this Plan to that plan. While such person is a member of the Money Purchase Plan, the person is restricted from making a transfer under paragraph 12.01(b).
- (b) A member of the Money Purchase Plan:
- (i) whose appointment is changed to an appointment which makes the member eligible for membership in this Plan; or
- (ii) who becomes a Member of this Plan pursuant to subsection 3.06,
- shall be required to cease contributions to the Money Purchase Plan and to commence contributions to this Plan on the date that such person becomes a Member of this Plan as set out in Section 3. Credited Service is not accrued within the Money Purchase Plan and no service is transferable from that plan to this Plan, provided that for the purpose of paragraph 8.10(b), a Member's uninterrupted period of employment with the University while a member of the Money Purchase Plan immediately prior to becoming a Member of this Plan shall be included in the Member's Continuous Service.

15.02 Transfer To and From the Staff Plan

A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Staff Plan shall be required to cease contributions to this Plan and to commence contributions to the Staff Plan on the date that the change in appointment is effective. While such person is a member of the Staff Plan, the person is restricted from making a transfer under paragraph 12.01(b).

15.03 Transfers into Variable Benefit Accounts

- (a) Subject to the conditions set out in paragraph (b) below, the Pension Board may establish a policy whereby a Member or former Member may transfer funds from another registered pension plan, a registered retirement savings plan or a registered retirement income fund into a Variable Benefit Account to create or augment a Variable Benefit from the Plan.
- (b) Any such transfer must be permitted under the Income Tax Act and the PBSA and the funds must originate from an account registered in the name of the Member or former Member.

15.04 Transfers to or from Voluntary Contribution Accounts

- (a) Subject to the conditions set out in paragraph (b) below, the Pension Board may establish a policy whereby a Member may transfer funds from another registered

pension plan, a registered retirement savings plan or a registered retirement income fund into a Voluntary Contribution Account.

- (b) Any such transfer must be permitted under the Income Tax Act and the PBSA and the funds must originate from an account registered in the name of the Member or former Member.
- (c) A Member may, at any time, elect on an irrevocable basis, by means of a written request to the Pension Board, a lump sum payment or a transfer to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and payments made under this subsection shall take place at the end of the month next following the month of the Member's election.

Document comparison by Workshare Compare on Monday, April 20, 2026
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Document 2 ID	iManage://DCIMANWORK1/Lawson/11530788/12
Description	#11530788v12<Lawson> - UVic Combination Pension Plan - Plan Text - Unofficial Consolidation (up to proposed Amend 2026-01)
Rendering set	Standard

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Style change	
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Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved to	2
Style changes	0
Format changes	0

Total changes	73
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UNIVERSITY OF VICTORIA MONEY PURCHASE PENSION PLAN

TRUST AGREEMENT

March 2, 1992

UNOFFICIAL CONSOLIDATION

Prepared ~~July 16~~ April 21, 2025 2026

This consolidation was prepared using the Trust Agreement revised and adopted on November 26, 2013 as the base document and incorporates the following subsequent amendments:

- Amendment effective as of September 30, 2015 (approved by the Pension Board on October 17, 2015 and by the Board of Governors on November 24, 2015)
- Amendment 2025-01 effective as of June 24, 2025 and August 31, 2025 (approved by the Pension Board on May 20, 2025 and by the Board of Governors on June 24, 2025)
- [Proposed Amendment 2026-01 effective as of \[June 1, 2026\] \(approved by the Pension Board on \[April 28, 2026\] and by the Board of Governors on \[May 26, 2026\]\)](#)

While care has been taken in the preparation of this consolidation, if there is a discrepancy between this consolidated plan text and the plan text and amendment documents adopted by the Pension Board and Board of Governors and registered with BC Financial Services Authority and Canada Revenue Agency, the latter documents shall prevail.

THIS IS THE AGREEMENT BETWEEN THE UNIVERSITY OF VICTORIA AND THE
HEREINAFTER NAMED TRUSTEES AS REVISED AND ADOPTED ON JUNE 24, 2025.

THIS AGREEMENT made in duplicate the 2nd day of March, A.D. 1992.

BETWEEN:

UNIVERSITY OF VICTORIA, a body corporate, pursuant to the Statutes of British
Columbia, 1963, Chap. 52

(hereinafter called "the University"),

OF THE FIRST PART,

AND:

[*The individuals who were trustees on March 2, 1992*]

(hereinafter called the "Trustees"),

OF THE SECOND PART.

WHEREAS certain employees of the University have requested the University to establish a pension plan, a true copy of which is attached hereto and marked Schedule "A", including, but not necessarily limited to, part-time and sessional members of the academic and administrative and academic professional staff of the University, which the University has agreed to do, upon the several terms and conditions hereinafter appearing; and

WHEREAS under such Plan money will be paid to the Trustees (by way of contributions as in the said Plan more particularly set forth) which monies when received by the Trustees will constitute a pension trust fund to be held and administered for the benefit of the Members of the Plan, or their properly designated Beneficiaries.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

NAME

- I. This Trust Agreement establishes the Pension Fund and the Plan, which terms are defined in clause II hereafter.

DEFINITIONS

- II. The following words or phrases shall be as defined herein unless the context clearly indicates otherwise.
 - (1) "Amendment" - means a supplementation, deletion, modification or any other alteration of the Trust Deed or the Plan, as the case may be, other than the termination or the revocation of the said Deed or Plan.

- (2) "Board of Governors" - means the Board of Governors of the University of Victoria.
- (3) "Combination Plan" - means the University of Victoria Combination Pension Plan.
- (4) "Combination Plan Pension Board" - means the Pension Board of the Combination Plan.
- (5) "Contributing Member" - means a Member of the Plan who is currently employed by the University in an employee group eligible for membership in the Plan.
- (6) "Earnings" – shall have the meaning set out in Section 1 of the Plan.
- (7) "Income Tax Act" -means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.
- (8) "Member" - means a person who is or who has been a contributor to the Plan and has not withdrawn from the Plan.
- (9) "Member Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.
- (10) "Pension Benefits Standards Act" - means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (11) "Pension Board" - means the Trustees charged with the general administration and trusteeship of the Plan under the terms of the Trust Deed.
- (12) "Pension Fund" - means the fund established pursuant to the Trust Agreement to which all contributions under the Plan are made and from which benefits and other amounts payable under the Plan are to be paid.
- (13) "Plan" - means the "University of Victoria Money Purchase Pension Plan" established under this Trust Agreement and documented in the Plan text set out in Schedule "A" hereto, as amended from time to time, which provides benefits to certain Part-time, Sessional, or Term members of the following groups: Faculty, Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, Physicians, Sessional Lecturers, and Music Performance Instructors; but excluding those designated by the Board of Governors as eligible for membership in the Combination Plan or Staff Plan.
- (14) "Spouse" - shall have the meaning set out in Section 1 of the Plan.
- (15) "Staff Plan" - means the University of Victoria Staff Pension Plan.
- (16) "Trust" - means any obligation or duty created by the Trust Agreement and imposed upon the Trustees.
- (17) "Trust Agreement" - means the Trust Deed and the Plan, each as amended from time to time.

- (18) "Trust Deed" - means this trust instrument, as amended from time to time, but not including the Plan or any Amendment thereof.
- (19) "Trustee" - means a member of the Pension Board as such Board is from time to time constituted pursuant to the Trust Deed.
- (20) "University" - means the University of Victoria or the Board of Governors thereof, as the context requires.
- (21) "University Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.

Whenever the singular is used the same shall be construed as meaning the plural whenever the circumstances so require.

The Trust Deed is divided into clauses and subclauses and the Plan into sections and subsections.

FIRST TRUSTEES

III. The University hereby appoints the following eight Trustees:

[The individuals who were first appointed trustees on March 2, 1992]

all of whom shall constitute the first Trustees of the Trust Agreement until successors to the Trusteeship are appointed in the manner following, and the said Trustees do hereby accept the trusts therein; and do each declare that they jointly and severally will hold, invest and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and of the terms of the Plan; and do agree that they will further have each successor Trustee likewise declare that such Trustee will then hold, invest, and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and the terms of the Plan.

APPOINTMENT, RESIGNATION, REMOVAL AND TERMS OF OFFICE OF TRUSTEES

- IV. (1) The Pension Board shall consist of eight Trustees appointed by the University. The eight persons appointed by the University as Trustees shall be the eight persons who hold office as trustees of the Pension Board of the Combination Plan. The four persons elected as member trustees to the Combination Plan Pension Board shall be called "Member Trustees" of the Pension Board, and the four persons appointed as University trustees to the Combination Plan Pension Board shall be called "University Trustees" of the Pension Board.
- (2) The eight Trustees shall hold office as trustees until such time as successor member trustees are elected or successor University trustees are appointed trustees to the Combination Plan Pension Board, at which time or times the University shall appoint these successors as the Member Trustees and University Trustees respectively to the Pension Board.
- (3) Anything to the contrary notwithstanding, should one or more vacancies occur in the Pension Board for any reason whatsoever, the remaining members of the

Pension Board shall have the full power to act and carry out the duties and obligations of the Trust Agreement.

V. A Trustee shall cease to act and shall be divested of any and all powers hereunder in the following instances:

- (1) if the Trustee resigns and upon the resignation being accepted by the remaining members of the Pension Board;
- (2) if a successor Trustee is appointed;
- (3) if a Trustee becomes of unsound mind;
- (4) if by reason of illness or other cause the Trustee is unable properly to carry out the duties of trustee;
- (5) if the Trustee becomes a bankrupt;
- (6) if by unanimous vote of the remaining members of the Pension Board it is resolved that the Trustee is a person unfit to hold the office of trustee or that the Trustee has or is likely to bring the Pension Board, the Plan, the Trust Deed or the University into disrepute;
- (7) if the Trustee fails to attend two consecutive meetings of the Pension Board without the approval of the Chair.

- VI. (1) Upon ceasing to be a Trustee, the Trustee in question shall thereupon be discharged and released of all claims, demands and obligations arising hereunder or under the Plan, save and except for any liability or obligation for any debt or loss as a consequence of a wrongful act or omission, or negligence, on the part of the Trustee.
- (2) Each new Trustee, before assuming any duties or being vested with any rights or powers of Trusteeship hereunder, shall by instrument in writing confirm and declare that the Trustee accepts the Trusteeship and all obligations of the Trust Agreement, as if the Trustee had been an original appointee hereunder. All insurance companies, agencies and institutions and all persons connected with the administration of the Pension Fund and Plan shall be if necessary immediately notified.

MEETINGS AND PROCEDURES OF THE PENSION BOARD

- VII. (1) The first Trustees shall hold a meeting of the Pension Board upon their appointment and shall elect a Trustee as Chair. Subsequently and prior in each year to the mailing of annual statements to Members the Trustees shall hold an annual general meeting of the Pension Board and at such meeting they shall elect a Trustee who shall hold the office of Chair until the next annual general meeting.
- (2) Meetings of the Pension Board shall be held at regular intervals as determined from time to time by the Pension Board. A meeting of the Pension Board may be summoned by the Chair or by any two Trustees acting jointly upon seven days'

notice to the Trustees. Notices to Trustees may be effectively given if delivered ~~to any Trustee or mailed personally,~~ by regular ~~prepaid post~~mail or by email or other functionally equivalent means of electronic transmission to the ~~Trustee~~ at last address of the ~~Trustee's usual mailing address~~ shown in the records of the Pension Board. The Trustees may waive regular notice of any meeting and convene at any time by unanimous consent.

[NTD: Modernized the notice provision to allow for delivery by regular mail, email or other electronic means.]

- (3) At any duly constituted meeting of the Pension Board a quorum shall consist of four Trustees, of whom at least one shall be a University Trustee and at least one shall be a Member Trustee, all of whom shall be in office at the time such meeting is held. Any motion, moved at any duly constituted meeting of the Pension Board, at which a quorum is present, shall be decided by a majority vote. In the event of a tie vote occurring in the course of a meeting of the Pension Board, the motion before the Pension Board shall fail. A resolution signed by all Trustees shall be as effective and binding as if passed at a duly convened meeting of the Trustees.
- (4) The Trustees shall appoint a Secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Board and such minutes need not be verbatim.
- (5) Without limiting the generality of the foregoing, and subject to the limitations of the terms of the Plan, the Pension Board shall from time to time establish rules for the conduct of its meetings, the performance of its functions and the administration of the Plan, and control the Plan's operations according to its terms and the terms of this Trust Deed, including the power:
 - (a) to apply the provisions of the Plan in respect to policy as it relates to an individual according to the true intent and meaning of the Plan and to determine any questions arising in connection with the administration or operation thereof;
 - (b) to compute the amount of retirement benefit or other sum payable under the Plan to any person;
 - (c) to authorize and direct the disbursement of retirement benefits or other sums under the Plan; and
 - (d) to employ such counsel and agents and to obtain such clerical and medical and legal and actuarial services it may deem necessary or appropriate in carrying out the provisions of the Trust Deed and the Plan.
- (6) Decisions and determinations of the Pension Board, within its powers and not inconsistent with the provisions of the Trust Agreement, shall be binding and conclusive in relation to all interested persons.

ANNUAL MEETING OF MEMBERS

- VIII. The Trustees shall call and convene annually a general meeting of the Members of the Plan ~~at least fifteen, but no more than sixty days, from~~within a reasonable period following the distribution of annual statements to Members. The Chair shall act as the chair of the said meeting. In the absence of the Chair a Trustee selected by the Trustees present shall act as chair of the meeting.

[NTD: The timing requirement for the annual general meeting of Members has been revised. The fixed period of not less than 15 days and not more than 60 days following the distribution of annual statements has been replaced by a requirement that the meeting be convened within a reasonable period following the distribution of annual statements. This provides the Trustees with greater flexibility in scheduling the meeting while maintaining the expectation that the meeting will continue to occur each year and within a timeframe that allows Members an opportunity to review their annual statements prior to the meeting.]

POWERS OF THE PENSION BOARD

- IX. (1) The Pension Board shall cause to be invested and re-invested all the principal and income of the Pension Fund without distinction between principal and income in such investments as the Pension Board shall from time to time in its discretion decide and which at the time of investment are not inconsistent with the investment requirements of the Income Tax Act and the Pension Benefits Standards Act.
- (2) The Pension Board shall have and is hereby vested with all and every power, right and authority to enable it to administer and invest the Pension Fund and carry out its obligations and rights under the Trust Agreement, including but without restricting the generality of the foregoing, full power to use and apply the Pension Fund for the following purposes:
- (a) To pay or provide for the payment of all reasonable and necessary expenses, costs and fees incurred by the Trustees in connection with the maintenance and administration of the Pension Fund, and the Plan, including the employment of such legal, actuarial and other expert assistance as the Pension Board in its discretion deems necessary or appropriate in the performance of its duties. PROVIDED however that no part of the Pension Fund shall be used for the personal expenses or compensation of the Trustees except when such expenses are incurred by a Trustee on the business of and approved by the Pension Board.
- (b) To pay or provide for the payment of all real and personal property taxes, income taxes and other taxes and assessments of any and all kinds, levied or assessed under existing or future laws upon or in respect of the Pension Fund or any money or property forming a part thereof, and to withhold from payments out of the Pension Fund all taxes required by any law to be so withheld.

- (c) To maintain a reserve for expected administration expenses reasonably anticipated to be incurred.
- (d) To demand, collect and receive contributions for the purposes of the Plan, including the right to sue in any court of competent jurisdiction and to impose a reasonable penalty upon delinquency in payment of contributions, limited however to such sum as shall reimburse the Pension Fund for the amount of loss incurred by reason of such delinquency together with interest, costs and expenses.

RIGHTS TO THE PENSION FUND

- X.** The following provisions shall apply to the rights or interests of any natural person, corporation, or other association in or to the use of the Pension Fund:
- (1) Neither the University, the Members, nor any other persons, any associations or corporations, shall have any right or interest in or to the Pension Fund or any part thereof, save as by this instrument and by the Plan expressly provided, nor shall any persons, associations or corporations have any right to demand payment of any portion of the Pension Fund, save as by the Trust Deed and by the Plan provided. PROVIDED however that nothing herein contained shall impair or derogate from the right of any Member or any person properly claiming by, through or under such Member, to the benefits or rights, specifically provided in the Trust Agreement.
 - (2) Notwithstanding anything contained in the Trust Agreement to the contrary, no part of the corpus or income of the Pension Fund shall be used or diverted to purposes other than for the exclusive benefit of the Members and other Beneficiaries, except as follows:
 - (a) costs and expenses directly attributable to the administration of the Plan and the Pension Board; or
 - (b) a contribution returned to the contributor where such return is required to avoid the revocation of the Plan under the Income Tax Act; or
 - (c) the execution of a family property order under the applicable provincial property law to settle the entitlements of a Member's Spouse or former Spouse.

ADMINISTRATION OF THE PENSION FUND

- XI.**
- (1) The administration of the Pension Fund shall be vested wholly in the Pension Board, and for such administration the Pension Board shall, consistent with the purpose of the Pension Fund, have the power to make such arrangements and agreements with persons or corporations as the Pension Board in its sole and complete discretion deems most advantageous.
 - (2) The Pension Board is to administer the Plan and in so doing is authorized to appoint from time to time such agents, or such employees of the Plan, as the Pension Board deems necessary to assist in the day-to-day handling of the

management of the Pension Fund and administration of the Plan. The Pension Board may appoint or employ any such persons to carry out clerical or administration functions, but always under the direction of the Pension Board.

- (3) In addition to such other powers as are set forth herein or confirmed by law:
 - (a) To sell, exchange, lease, convey, grant options or dispose of any property at any time forming a part of the Pension Fund, or the whole thereof, upon such terms as it may deem proper, and to effectuate and deliver any and all instruments of conveyance and transfer in connection therewith;
 - (b) To enter into any and all contracts and agreements, including insurance contracts with insurance companies, and trust or agency agreements with Trust Companies, for carrying out the terms of the Trust Agreement and for the administration of the Pension Fund, and to do all acts as it in its discretion may deem necessary or advisable, and such contracts, agreements and acts shall be conclusively binding upon the Members and all other Beneficiaries;
 - (c) To do all acts according to the true intent and purpose of the Trust Agreement whether or not expressly authorized herein which the Pension Board may deem necessary or proper for the protection of the Pension Fund, and thereto its judgment shall be final;
 - (d) To promulgate such rules and regulations as may in its discretion be deemed proper and necessary for the sound and efficient administration of the Pension Fund and the Plan, provided that such rules and regulations shall not be inconsistent with this Trust Deed or the Plan and which effectuate the provisions of the Plan;
 - (e) To keep true and accurate books of account and records of all transactions of the Pension Board; thereto, transactions involving the Pension Fund shall be open for the inspection of any Trustee at any time, and the said Pension Fund shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association selected by the Pension Board;
 - (f) To administer the Pension Fund and the Plan in conformity with the Trust Agreement, as from time to time amended, and in conformity with the Income Tax Act and the Pension Benefits Standards Act.
- (4) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Combination Plan.

EXECUTION OF INSTRUMENTS

- XII.** All cheques, drafts, vouchers or other withdrawals of money from the Pension Fund, and the transfer of any property or security of the Pension Fund, shall be executed or signed by such persons as the Pension Board may by general or specific resolution decide, and

failing a resolution specifying the signatories, shall be signed by the Chair and the Secretary, or any two Trustees.

LIMITATION OF LIABILITY

XIII. The Trustees shall not be liable for any loss arising out of any error of judgment or any act or omission in the administration of the Pension Fund; nor shall they be personally liable for any liability or debt of the Pension Fund contracted by them in pursuance of the powers contained in the Trust Agreement, or for the non-fulfillment of any contract; nor shall they be liable for any application of any part of the Pension Fund, or for any liability arising in connection with the administration or the existence of the Pension Fund. PROVIDED however that nothing herein contained shall exempt the Trustees or any Trustee for any liability that would otherwise have been incurred by the Trustees or Trustee consequent upon a wrongful or negligent act or omission on the part of the Trustees or any Trustee.

The University shall not be liable for the failure of the Trustees to secure the benefits contemplated herein for any Member or any other beneficiary or for any default or neglect of the Trustees.

MISCELLANEOUS

- XIV.** (1) No person, partnership, corporation or association dealing with the Trustees shall be obligated to see to the application of any funds or property of the Pension Fund or to see that the terms of the Trust Agreement have been complied with or be obliged to enquire into the necessity or expedience of any act of the Trustees.
- (2) The Trustees may seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, and may obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or direction as to any matter thereunder. Any such determination, declaration or direction shall be binding upon all parties to or claiming under the Trust Agreement.
- (3) The costs and expenses of any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Pension Fund, except in relation to matters as to which it may be adjudged in such action, suit or proceeding that a Trustee or the Trustees were liable for a wrongful act or omission, or negligence in the performance of their duties hereunder.
- (4) Each person employed by the Trustees, as well as the Trustees themselves, who may be engaged from time to time in handling the monies of the Pension Fund shall be bonded by a duly authorized surety company for such sum as the Trustees from time to time shall determine. The cost of premiums for such bonds shall be paid out of the Pension Fund.
- (5) The Trustees may purchase for and on behalf of each Trustee liability insurance so as to provide a reasonable and adequate coverage in respect of the duties

and obligations imposed upon the Trustee by the Trust Agreement. The cost of such premiums shall be paid out of the Pension Fund.

- (6) The fiscal year of the Pension Fund shall end on the 31st day of December in each year.
- (7) The Trustees, within one hundred and fifty days following the end of the fiscal year, shall account and issue a statement of the Pension Fund, a copy of which shall be sent to the Board of Governors.
- (8) As and when required by the Pension Benefits Standards Act, the Trustees shall send out statements to Members and any other individuals who are entitled to such information under the Pension Benefits Standards Act.

AMENDMENT AND TERMINATION

XV. (1) Amendment:

The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution over the rates of 3% of Earnings up to the YMPE plus 5% of Earnings in excess of the YMPE provided for in the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.

(2) Termination:

The Board of Governors, together with the affirmative vote of the majority of Members who vote, upon thirty days' notice first given by mail to each Member may thereupon terminate the Trust Agreement or either part thereof in such manner as may have been set forth in the thirty days' notice and such termination shall take effect upon written notice of the resolution of the Board of Governors and the said affirmative vote being given by the University to the Pension Board, PROVIDED that no such termination of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members and other Beneficiaries under the Trust Agreement. In the event of termination the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of expenses incurred up to the date of termination of the Trust Agreement and the expenses incident to such termination;
- (b) Pay to any insurance or trust company the balance, if any, of the assets of the Pension Fund remaining in the hands of the Trustees, which

assets are due to said insurance or trust company under the provisions of the Trust Agreement;

- (c) Arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
 - (d) Make final determinations as to the amounts owing to the Members and all other Beneficiaries as required under the Plan that is in existence at the date of termination of the Trust Agreement; and
 - (e) Pay and distribute according to the provisions of the Plan.
- (3) Upon termination of the Trust Agreement, the Board of Governors being fully satisfied that all matters relevant to the termination of the Plan have been done shall grant to the Trustees a release and discharge which shall be binding upon all or any person or persons having any interest under the Trust Agreement.

EFFECTIVE DATE AND COUNTERPARTS

XVI. This instrument, being the Trust Agreement, and an Amendment to the agreement and Schedule A thereto (the Plan) dated the second day of March, 1992, between the University and the Trustees,

- (1) shall have effect as of June ~~24~~¹, ~~2025~~²⁰²⁶; and
- (2) may be executed in one or more counterparts, each of which upon execution is to be deemed an original, and all such counterparts together with the true original shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Victoria has caused this instrument to be executed by its officers thereunto duly authorized and its seal to be hereunto affixed, and the Trustees have hereunto set their hands and seals, as of the day and year first above written.

Document comparison by Workshare Compare on Tuesday, April 21, 2026
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Input:	
Document 1 ID	iManage://DCIMANWORK1/Lawson/11600845/7
Description	#11600845v7<Lawson> - UVic Money Purchase Plan - Trust Agreement - Unofficial Consolidation (up to Amendment 2025-01)
Document 2 ID	iManage://DCIMANWORK1/Lawson/11600845/8
Description	#11600845v8<Lawson> - UVic Money Purchase Plan - Trust Agreement - Unofficial Consolidation (up to proposed Amendment 2026-01)
Rendering set	Standard

Legend:	
Insertion	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	16
Deletions	11
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	27
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UNIVERSITY OF VICTORIA MONEY PURCHASE PENSION PLAN

PLAN TEXT

UNOFFICIAL CONSOLIDATION

Prepared ~~July 16~~ April 20, 2025 ~~2026~~

This consolidation was prepared using the Plan Text amended and restated effective March 30, 2016 as the base document and incorporates the following subsequent amendments:

- Amendment effective as of November 26, 2019 (approved by the Pension Board on October 22, 2019 and by the Board of Governors on November 26, 2019)
- Amendment 2023-01 effective as of September 16, 2013 and October 1, 2019 (approved by the Pension Board on March 21, 2023 and by the Board of Governors on June 26, 2023)
- Amendment 2025-01 effective as of June 24, 2025 and August 31, 2025 (approved by the Pension Board on May 20, 2025 and by the Board of Governors on June 24, 2025)
- [Proposed Amendment 2026-01 effective as of \[June 1, 2026\] \(approved by the Pension Board on \[April 28, 2026\] and by the Board of Governors on \[May 26, 2026\]\)](#)

While care has been taken in the preparation of this consolidation, if there is a discrepancy between this consolidated plan text and the plan text and amendment documents adopted by the Pension Board and Board of Governors and registered with BC Financial Services Authority and Canada Revenue Agency, the latter documents shall prevail.

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SECTION 1 - DEFINITIONS

1.01 In this Plan text, the following words shall have the following meanings unless the context otherwise requires:

“Approved Leave of Absence” means a leave of absence, other than a Sabbatical or Study Leave or Statutory Leave, that is permitted under the Income Tax Act, with or without pay, that is approved as such by the University.

“Beneficiary” means, in respect of a Member, the person designated or deemed to be designated as the Member’s beneficiary in accordance with subsection 13.05 of the Plan.

“Benefit Commencement Date” has the meaning set out in subsection 7.03.

“Board of Governors” has the meaning set out in clause II of the Trust Agreement.

“Combination Plan” means the University of Victoria Combination Pension Plan.

“Covered Employment” means, in respect of a Member, employment for which contributions are being made to the Pension Fund on the Member’s behalf.

“Earnings” means:

- (a) the amount of regular compensation received by an employee from the University as defined by the Income Tax Act; and
- (b) the amount deemed to be Earnings for a Member
 - (i) on an Approved Leave of Absence who makes contributions pursuant to subparagraph 4.01(b)(i), shall be the amount set out in paragraph (a) that the Member earned immediately prior to the Approved Leave of Absence;
 - (ii) on a Sabbatical or Study Leave or Special Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(ii), shall be the amount set out in paragraph (a) that the Member would have earned if the Member did not have a Sabbatical or Study Leave or Special Reduction of Appointment;
 - (iii) on a Statutory Leave who makes contribution pursuant to subparagraph 4.01(b)(iii), shall be the amount set out in paragraph (a) that the Member earned immediately prior to the Statutory Leave; or
 - (iv) on long-term disability who is covered under the University-sponsored long term disability plan and on whose behalf contributions are made to the Plan pursuant to paragraph 4.01(a), shall be the amount determined pursuant to the terms of the University sponsored long term disability plan,

provided that such deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

“**Family Law Act**” means the *Family Law Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

“**Income Tax Act**” means the *Income Tax Act* (Canada) and the regulations prescribed thereunder, as amended or replaced from time to time.

~~“**Interest**” means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series V80691336, or its future equivalent, compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available.~~

[NTD: Deleted definition of “Interest” as it was only used in s. 9.05, which has also been deleted.]

“**Investment Earnings**” mean net gains or losses attributable to the market performance of the assets of the relevant fund or account, during the relevant period less any investment and administration expenses payable from such fund or account pursuant to subsection ~~10.06~~9.04.

[NTD: Corrected cross reference (to refer to s. 9.04 (Investment Earnings)).]

“**Member**” has the meaning set out in clause II of the Trust Agreement.

“**Money Purchase Contribution Account**” means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's regular contributions made on behalf of the Member.

“**PBSA**” means the *Pension Benefits Standards Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

“**Pension Board**” has the meaning set out in clause II of the Trust Agreement.

“**Pension Fund**” has the meaning set out in clause II of the Trust Agreement.

“**Plan**” means the University of Victoria Money Purchase Pension Plan, as constituted under the Trust Agreement and this plan text.

“**Prescribed Form**” means the form prescribed from time to time by the Pension Board.

“**Sabbatical or Study Leave**” means a period of absence from the University approved as such by the University.

“**Sessional Lecturer**” means an individual appointed by the University to a sessional lecturer or music performance instructor appointment pursuant to an appointment notice and who is designated as a "Sessional Lecturer" or "Music Performance Instructor" in such appointment notice.

“Special Reduction of Appointment” means a reduction in the number of hours worked in Covered Employment by a Member, other than a Temporary Reduction of Appointment, that is approved as such by the University.

“Specified Beneficiary” means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act.

“Spouse” means, in relation to another person, a person who at the relevant time:

- (a) is married to that other person and has not been living separate and apart from that other person for a continuous period longer than two years; or
- (b) has been living with that other person in a marriage-like relationship for a period of at least two years immediately preceding the relevant time,

but does not include a person who has been allocated a share of the Member’s benefit under the Family Law Act unless a subsequent spousal relationship has been established.

“Staff Plan” means the University of Victoria Staff Pension Plan.

“Statutory Leave” means a leave of absence for which the *Employment Standards Act* (British Columbia) requires the University to continue to make contributions in respect of Member on such a leave, if the Member elects to continue to make the required contributions under the Plan.

“Temporary Reduction of Appointment” means a temporary reduction in the number of hours worked in Covered Employment by a Member that is approved as such by the University.

“Trust Agreement” has the meaning set out in clause II of the Trust Agreement.

“Trustee” has the meaning set out in clause II of the Trust Agreement.

“University” means the University of Victoria or the Board of Governors thereof, as the context requires.

“Voluntary Contribution Account” means the account that is maintained for each Member who is making or who has made additional voluntary contributions.

“YMPE” means, in respect of a calendar year, the “year’s maximum pensionable earnings” as defined under the Canada Pension Plan.

SECTION 2 - PENSION FUND: CREATION AND PURPOSE

- 2.01 The Pension Fund shall be established and maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members and their Beneficiaries, and for no other purpose whatsoever, save and except administration and investment costs.
- 2.02 All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of the Plan shall be made from the Pension Fund.
- 2.03 The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income therefrom and any other property received and held by the Trustees.
- 2.04 The Trustees are hereby designated as the only persons to receive contributions to the Pension Fund, and the Trustees are vested with all legal right, title and interest in and to the Plan in order that the Trustees may discharge on behalf of the Members under the terms of the Trust Agreement any and all of the uses, purposes and duties set forth in the Trust Agreement.
- 2.05 The Plan was established effective January 1, 1991.

SECTION 3 - ELIGIBILITY FOR MEMBERSHIP

- 3.01 Each regular (continuing) employee who is a member of an employee group eligible for membership in this Plan and who is appointed at 50% or more of full-time but less than full-time (including less than full-time on an annual basis), shall, as a term of employment, be a Member of this Plan, effective from the first day of employment.
- 3.02 Each term employee who is a member of an employee group eligible for membership in this Plan and who is appointed at 50% or more of full-time is eligible, on a voluntary basis, to become a Member of this Plan on the first day of the month coincident with or next following the completion of twelve contiguous months of employment, following receipt of a written application for membership to the Plan, on the form provided by the University.
- 3.03 A Sessional Lecturer who is eligible to participate in the University pension and benefits plans, will be eligible for membership in this Plan. Each Continuing Sessional Lecturer will be required to participate in this Plan for all units taught, effective from the first appointment following confirmation of status as a Continuing Sessional Lecturer. An eligible term Sessional Lecturer may, on a voluntary basis, become a Member of this Plan, provided they meet the unit requirements and have completed the teaching requirements in the previous three years.
- 3.04 Notwithstanding the foregoing, a member of an employee group eligible for membership in this Plan may, on a voluntary basis, become a Member of this Plan on the first day of a month if, as of that date, the employee:
- (a) has completed two years of continuous employment with the University without a termination of Covered Employment;
 - (b) has Earnings in at least two consecutive calendar years in such period that are at least 35% of the YMPE; and
 - (c) has completed a written application for membership to the Plan in the Prescribed Form.
- 3.05 An individual whose salary is paid through the University Payroll from a research grant or a trust fund or other special fund or source of revenue and not from the general funds of the University, shall be eligible to become a Member of this Plan, if the grant, fund or source of revenue pays the University's contribution to the Plan, or, in special circumstances with the permission of the University.
- 3.06 A member of the Combination Plan whose appointment is changed to an appointment which makes the member eligible for membership in this Plan shall be required to suspend membership in the Combination Plan and to become a Member of this Plan on the date that the change in appointment is effective.
- 3.07 Notwithstanding any other provision of this Section 3 and as specified in the Combination Plan, a member of the Combination Plan whose appointment is reduced to less than full-time in the same appointment remains eligible for membership in the

Combination Plan and shall not be required to suspend membership in the Combination Plan and become a Member of this Plan.

- 3.08 A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Combination Plan or the Staff Plan shall be required to suspend membership in this Plan and to become a member of the Combination Plan or the Staff Plan, as applicable, on the date that the change in appointment is effective.
- 3.09 Notwithstanding anything to the contrary, the Board of Governors has the right to make exceptions to the eligibility requirements specified above after consultation with the Pension Board, and shall supply the Pension Board from time to time, or as may be reasonably requested by the Pension Board, with a list of eligible Members.
- 3.10 Notwithstanding any other provision of this Section 3, if a Member who has commenced receipt of pension benefits under paragraph 8.02(a) is re-employed by the University and would otherwise be eligible for membership in the Plan, such individual will continue to receive the pension benefits elected under paragraph 8.02(a) and will not be eligible to become a Member of the Plan.
- 3.11 After August 31, 2025, an individual who holds a full-time tenure or tenure-track teaching stream faculty appointment shall not be eligible to participate in the Plan. Any Member who holds such appointment on September 1, 2025 shall be required to suspend membership in this Plan and to become a member of the Combination Plan on September 1, 2025.
- 3.12 For greater certainty, a Member whose membership in the Plan is suspended under this Section 3 shall, as of the date of such suspension, cease to be eligible to make Member contributions under Section 4 and to receive University contributions under Section 5 and shall, in accordance with paragraph 14.01(b), be restricted from making transfers under Section 11.

SECTION 4 - MEMBER CONTRIBUTIONS

4.01 Required Contributions by Members

(a) Required Contributions

Subject to paragraph (b), each Member shall make required contributions to the Pension Fund, by means of payroll deductions, equal to the sum of:

- (i) 3.0% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; and
- (ii) 5.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period.

The University shall remit the contributions to the Pension Fund at least monthly and the remitted contributions shall be credited to the Member's Money Purchase Contribution Account.

(b) Contributions During Periods of Leave or Reduced Appointment

- (i) A Member on an Approved Leave of Absence may elect in the Prescribed Form to make the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 in respect of the Member's deemed Earnings during the leave.
- (ii) While a Member is on a Sabbatical or Study Leave or Special Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of the Member's deemed Earnings during the leave or reduction of appointment and the University will make contributions under subsection 5.01 in respect of the Member's deemed Earnings during the leave or reduction of appointment.
- (iii) A Member on a Statutory Leave may elect in the Prescribed Form to make the Member required contributions under paragraph (a) in respect of the Member's deemed Earnings during the leave, in which case the University must make the contributions under subsection 5.01 in respect of the Member's deemed Earnings during the leave.
- (iv) While a Member is on a Temporary Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of the Member's actual Earnings during the Temporary Reduction of Appointment and the University will make contributions under subsection 5.01 in respect of the Member's actual Earnings during the Temporary Reduction of Appointment.

(c) Member Contribution Limit

Notwithstanding paragraphs (a) and (b), a Member's contributions to the Member's Money Purchase Contribution Account shall not exceed the maximum amount permitted for the year under the Income Tax Act.

(d) Reduction of a Member's Contributions

If a Member's contributions for a year under paragraphs (a) and (b) will exceed the limit described in paragraph (c), the amount of the Member's contributions will be reduced to the extent required to ensure that such Member's contributions do not exceed the limit set out in paragraph (c).

4.02 Additional Voluntary Contributions by Members(a) Voluntary Contributions

- (i) Subject to [subsection 5.03 and](#) subparagraph (ii), a Member may make additional voluntary contributions to the Pension Fund, which contributions shall be credited to the Member's Voluntary Contribution Account in accordance with the provisions of Section 9.
- (ii) ~~If a Member had deemed Earnings in a calendar year in respect of~~ may not make any additional voluntary contributions during an Approved Leave of Absence, Sabbatical or Study Leave, Statutory Leave, Special Reduction of Appointment or Temporary Reduction of Appointment, ~~the Member cannot make any additional voluntary contributions in that.~~

[NTD: Revised to prohibit a Member from making AVCs during the part of a calendar year that a Member is on leave, etc. only. This means that a Member may make AVC during the part of the calendar year, that the Member is not on leave, etc. and AVCs do not have to be refunded. Also included a specific cross-reference to s. 5.03 (Pension Adjustment Limit) to ensure that the PA limits are respected (which may have been one of the reasons for the current subparagraph (ii)).]

(b) Voluntary Contribution Limit

Notwithstanding paragraph (a), a Member's voluntary contributions shall not exceed in any one year the maximum amount permitted under the Income Tax Act.

4.03 Member Receiving a Benefit

Contributions shall not be made by or on behalf of a Member while that Member is receiving a benefit from this Plan.

SECTION 5 - UNIVERSITY CONTRIBUTIONS

5.01 Contributions to Members' Money Purchase Contribution Accounts

Subject to paragraph 4.01(b), for each pay period and in respect of each contributing Member, the University shall contribute an amount that is equal to:

- (a) 8.37% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; plus
- (b) 10.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period.

The University shall remit the contributions to the Pension Fund at least monthly and the remitted contributions shall be credited to the Member's Money Purchase Contribution Account.

5.02 Contribution Limit

The University's contributions to the Money Purchase Contribution Account in respect of a Member shall not exceed the maximum amount permitted for the year under the Income Tax Act, less the Member's contributions in accordance with subsection 4.01.

On and after January 1, 1994 any reduction in the University's contribution to a Member's Money Purchase Contribution Account from that specified in subsection 5.01, in order to comply with the foregoing limit, shall be contributed to a supplemental benefit arrangement for the benefit of the Member.

No contribution shall be made by the University pursuant to subsection 5.01 unless it is an eligible contribution as defined by the Income Tax Act.

5.03 Pension Adjustment Limit

In no event shall the contributions paid in a year to the Member's Money Purchase Contribution Account and Voluntary Contribution Account, under subsections 4.01, 4.02 and 5.01, result in a Member's pension adjustment as defined by the Income Tax Act in excess of the limit for the year prescribed by the Income Tax Act.

5.04 Member Receiving a Benefit

The University shall not make contributions in respect of a Member who is receiving a benefit from this Plan.

SECTION 6 - WRITTEN NOTICE

- 6.01 Whenever a Member or the Member's surviving Spouse is required to make a choice or election under any section of this Plan, the Member or surviving Spouse must provide at least one full calendar month written notice to the Pension Board. This requirement will be waived if the PBSA specifies a shorter period of notice or if the Pension Board determines that special circumstances exist.

SECTION 7 - RETIREMENT AND BENEFIT COMMENCEMENT DATES

7.01 Normal Retirement Date

Normal Retirement Date means the last day of the month in which the Member's 65th birthday occurs, which is also the Plan's "pension eligibility date" for the purposes of the PBSA.

7.02 Eligibility for Retirement Benefits

To be eligible for retirement benefits, a Member must be at least 55 years of age and have retired from or terminated Covered Employment.

7.03 Benefit Commencement Date

A Member may elect to commence benefits on the first day of any month after the Member becomes eligible for benefits according to subsection 7.02. The date of commencement of retirement benefits is the Member's "Benefit Commencement Date".

7.04 Mandatory Commencement of Benefits

Notwithstanding any other provision of the Plan, the pension benefits to which an individual is entitled under the Plan will commence no later than the latest date allowed by the Income Tax Act.

7.05 Employment Past Normal Retirement Date

If a Member continues Covered Employment after the Member's Normal Retirement Date, required contributions shall continue to be made by the Member and the University until the earlier of the date Member retires and November 30th of the year in which the Member reaches the maximum age for which contributions are permitted under the Income Tax Act.

SECTION 8 - RETIREMENT BENEFITS

8.01 Balances Available for Retirement Benefits

The balances in a Member's Money Purchase Contribution Account, Voluntary Contribution Account, and Variable Benefit Account are available to provide a retirement benefit, provided that the Member is eligible under the terms of subsection 7.02.

8.02 Retirement Benefits Options

A Member may elect to apply the available balance described in subsection 8.01 to a combination of the options listed in paragraphs (a) and (b) below, subject to the approval of the Pension Board:

- (a) Options within the Plan - Variable Benefit Option for any Member whose balance is not less than twice the YMPE. This option allows the Member to retain the amount within the Plan. The amount is applied to provide the Member with a variable benefit, payable monthly from the Pension Fund, according to the requirements set out in the Income Tax Act and the PBSA. The total annual payment shall not be less than the minimum specified in the Income Tax Act nor greater than the maximum specified in the PBSA, and payments will begin not later than the latest date allowed by the Income Tax Act. With the approval of the Pension Board, a Member may elect to apply a portion of the balance remaining in the Member's Variable Benefit Account to another option, at which time the variable benefit payments will be recalculated. Payments will cease upon the effective date of the transfer of the entire remaining balance to another option, or upon the later of the end of the month in which the Member dies, or, if there is a Specified Beneficiary, the end of the month in which the Specified Beneficiary dies. Any balance remaining in the Member's account after the death of the Member and the death of the Specified Beneficiary, if any, will be paid as described in Section 10.

If required under the PBSA, a Member who has a Spouse on the Member's Benefit Commencement Date and elects this option must provide the Pension Board with:

- (i) a consent in the Prescribed Form by the Member's Spouse that was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member; or
- (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) Options external to the Plan include transfer of the amount to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company to purchase an annuity, in accordance with the requirements of the PBSA. Such transfer must be on a locked-in basis for that portion of the Member's account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in

requirement for the balance in a Member's account at December 31, 1992 plus the Investment Earnings on that amount after that date.

8.03 Voluntary Contribution Account Benefit

If a Member becomes eligible for benefits under subsection 7.02, the Member may elect to apply the balance of the Member's Voluntary Contribution Account as follows:

- (a) to be refunded to the Member as a lump sum, unless such payment is precluded by restrictions attached to the voluntary contributions;
- (b) to be transferred in accordance with any of the options available under paragraph 8.02(b);
- (c) if the Member elects to use the Member's Money Purchase Contribution Account to provide a variable benefit under paragraph 8.02(a), to have the balance of the Voluntary Contribution Account transferred to the Member's Variable Benefit Account, provided that the combined balance of the Money Purchase Contribution Account and the Voluntary Contribution Account is not less than twice the YMPE;
- (d) if the Member does not elect to use the Member's Money Purchase Contribution Account to provide a variable benefit under paragraph 8.02(a), but the balance of the Voluntary Contribution Account is not less than twice the YMPE, to have the balance of the Voluntary Contribution Account used to establish a Variable Benefit Account to provide variable benefits; or
- (e) to a combination of the above options as approved by the Pension Board.

8.04 Minimum Balances

Under the terms of subsection 8.02, a Member may use all or part of their account balances to establish a Variable Benefit Account, provided that the initial amount applied to this option is not less than twice the YMPE. If the Member subsequently elects to apply part of the balance in the Variable Benefit Account to another option, the remaining balance must not be less than twice the YMPE.

8.05 Default Option

A retiring Member, who fails to make an election under subsections 8.02 or 8.03 prior to, or within 90 days following, the Member's date of eligibility for a retirement benefit and who has not advised the Pension Board of a deferred Benefit Commencement Date, will be deemed to have elected to retain the Member's Money Purchase Contribution Account and the Member's Voluntary Contribution Account, if any.

A Member who has not made the required election before December 1st of the last calendar year that the Member is eligible to hold a retirement savings plan registered under the Income Tax Act will be deemed to have elected an option selected by the Pension Board from those options in subsections 8.02 and 8.03 that the Member would be eligible to elect under the Income Tax Act and PBSA. In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to

the Member, or to an account in trust for the Member with a financial institution selected by the Pension Board.

8.06 Termination of Membership

The payment of the entire amount of the balance of the Member's Money Purchase Contribution Account, Voluntary Contribution Account, and Variable Benefit Account to the company or companies selected by the Member for the purposes of paragraph 8.02(b), shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to the Member. From the date of the payment of the amount(s), the Member shall for all purposes cease to be a Member of the Plan, and shall thereafter have no right or claim of any kind whatsoever against the Plan.

SECTION 9 - FUND ALLOCATION AND ADMINISTRATION

9.01 Records

The Pension Board shall establish and maintain or cause to be established and maintained a record for each Member up to the Member's Benefit Commencement Date and for each of the special funds or accounts hereinafter defined of:

- (a) amounts paid to the Pension Board and reported by the University, when so paid, as having been contributed by the Member (such amounts being herein referred to as Member required contributions or Member additional voluntary contributions, as the case may be), and
- (b) amounts paid to the Pension Board and reported by the University, when so paid, as having been contributed pursuant to Section 5 (such amounts being referred to herein as University contributions).

9.02 Accounts

The Pension Board shall establish and maintain or cause to be established and maintained the following accounts in the Pension Fund:

- (a) A Money Purchase Contribution Account for each Member who has not elected a benefit under subsection 8.02 and which is the sum of the separately maintained sub-accounts:
 - (i) Pre-1993 Contribution Sub-Account to which shall be credited the Member's Money Purchase Contribution Account balance as at December 31, 1992 plus Investment Earnings thereafter; and
 - (ii) Post-1992 Contribution Sub-Account to which shall be credited the Member's required contributions and the University contributions made to the Member's Money Purchase Contribution Account after December 31, 1992, plus Investment Earnings.
- (b) A Voluntary Contribution Account for each Member who has not elected a benefit under subsection 8.03 and who is making or has made additional voluntary contributions or transferred in funds under subsection 14.03, to which shall be credited the Member's additional voluntary contributions, transfers, and Investment Earnings and to which shall be debited lump sum payments and any transfers to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.
- (c) A Variable Benefit Account for each Member who has elected a benefit under paragraph 8.02(a) to which shall be credited
 - (i) that proportion of the Member's Money Purchase Contribution Account balance on the Member's Benefit Commencement Date that the Member elected to be applied to benefits under paragraph 8.02(a), and

- (ii) that proportion of the Member's Voluntary Contribution Account balance on the Member's Benefit Commencement Date that the Member elected under subsection 8.03 to be applied to benefits under paragraph 8.02(a), and
 - (iii) Investment Earnings,
- and to which shall be debited
- (iv) the benefits paid under paragraph 8.02(a) including the portion provided from the Member's former Voluntary Contribution Account.

Separate sub-accounts will be maintained for amounts that are subject to lock-in restrictions.

9.03 Investment

- (a) The Pension Board shall hold and direct the investment of the Pension Fund in accordance with the requirements of the Income Tax Act and the PBSA.
- (b) The Pension Board shall have the power to invest funds from different classes of accounts in different investment vehicles as it deems appropriate.
- (c) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Combination Plan.

9.04 Investment Earnings

- (a) The Pension Board shall arrange for a valuation of the assets of the Pension Fund to determine Investment Earnings at the end of each month.
- (b) In determining the Investment Earnings, the Pension Board shall have the power to allocate in an equitable and non-discriminatory manner between the foregoing accounts described in subsection 9.02:
 - (i) the net investment income;
 - (ii) the administrative and investment expenses incurred in the period since the previous allocation; and
 - (iii) the net increase or decrease in the value of the assets.
- (c) Investment Earnings shall be credited to each Member's Money Purchase Contribution Account, Voluntary Contribution Account and Variable Benefit Account based on the balance in each such account at the end of the previous month.

~~9.05 — Interim Account Values~~

- (d) If a transfer or payment of a Member's Money Purchase Contribution Account, Variable Benefit Account or Voluntary Contribution ~~Account and Variable Benefit~~ Account must be made under the terms of the Plan due to the Member's

retirement, termination of Covered Employment or death, ~~the amount of such account~~ Investment Earnings shall be:

- ~~(a) the amount of credited to~~ such account ~~onto~~ the end of the month ~~prior to~~ preceding the month in which the transfer or payment is made,
- ~~(b) Interest on the amount under paragraph (a) for the period between the end of the month prior to the month in which the transfer or payment is made to the actual date of the transfer or payment; and~~
- ~~(c) the sum of the Member's contributions and the University contributions on the Member's behalf credited to such account since the end of the month prior to the month in which the transfer or payment is made with interest thereon from the date the contributions were credited to the account to the date of transfer or payment.~~

[NTD: Added paragraph (d) to clarify how Investment Earnings will be credited if a transfer or payment is required in light of the removal of s. 9.05. This is consistent with the interest requirements set out in PBSR, ss. 69(3) (crediting interest on termination of active membership) and 69(4)(crediting of interest on AVCs)]

[NTD: Deleted s. 9.05 (Interim Account Values). This provision was needed to provide for interim account value interest due to a 1-month valuation lag for transfers out of the plan, but with the new recordkeeping platform this lag will be eliminated. Thus, this provision is no longer required.]

9.05 ~~9.06~~ Administration of the Plan

For the purposes of the PBSA, the Pension Board is the Plan's "administrator" and "fundholder" and the University is an "employer".

SECTION 10 - DEATH BENEFITS

10.01 Death Before Member's Benefit Commencement Date

Subject to any rights that a person may have under Part 5 or Part 6 of the Family Law Act:

(a) Death Benefit Amount

In the event of the death of a Member prior to the Member's Benefit Commencement Date, a death benefit is payable to the Member's Beneficiary equal to the sum of the amount of the Member's Money Purchase Contribution Account and Voluntary Contribution Account at the date of death, in such proportions as had been designated by the Member.

(b) Death Benefit Payable to Spouse

If a Member had a Spouse at the time of the Member's death, the death benefit payable under paragraph (a) must be paid to the Member's Spouse. The Spouse may elect to apply the death benefit to any of the options available to a retiring Member under subsection 8.02, as if the Spouse were the Member and regardless of the Spouse's age.

If a Spouse fails to make the election described in the above paragraph within 90 days of receiving the statement required by the PBSA, the Spouse will be deemed to have elected to retain the Member's Money Purchase Contribution Account and Voluntary Contribution Account, if any.

A Spouse who has not made the required election by the later of (i) December 1st of the last calendar year that the Spouse is eligible to hold a retirement savings plan registered under the Income Tax Act, and (ii) one year following the Member's date of death, will be deemed to have elected an option selected by the Pension Board from those options in subsections 8.02 and 8.03 that the Spouse would be eligible to elect under the Income Tax Act and PBSA. In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to the Spouse, or to an account in trust for the Spouse with a financial institution selected by the Pension Board.

(c) Spousal Waiver of Death Benefit

(i) A Member's Spouse may waive entitlement pursuant to this subsection 10.01 at any time prior to the Member's death by delivering a signed waiver in the Prescribed Form to the Pension Board.

(ii) If a waiver pursuant to subparagraph (i) is in effect, the benefits payable under the Plan as a consequence of the death must be paid as if the deceased Member died leaving no surviving Spouse.

(iii) Despite any other provision of the Plan, if a Spouse waives entitlement under this subsection 10.01, the Spouse is not entitled to receive any benefit by way of a lump sum payment as the Member's Beneficiary.

(d) Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death, or, if the Pension Board receives from the surviving Spouse a waiver pursuant to subparagraph 10.01(c)(i), the death benefit payable under paragraph (a) is payable in a lump sum to the Member's Beneficiary.

(e) Refund of Voluntary Contributions

If the person entitled to the death benefit is the Member's Spouse, the portion of the death benefit that is attributable to the Member's Voluntary Contribution Account is not subject to lock-in restrictions and may be paid in a lump sum unless such payment is precluded by restrictions attached to the voluntary contributions or transferred to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.

10.02 Death After Member's Benefit Commencement Date

In the event of the death of a retired Member who had elected a benefit under paragraph 8.02(a), a death benefit is payable as described in subsection 10.01 as if references to the Money Purchase Contribution Account and Voluntary Contribution Account were replaced with the Variable Benefit Account. Upon the death of a surviving Spouse who is in receipt of benefits under paragraph 8.02(a), the balance remaining in the Variable Benefit Account is payable to the Spouse's designated beneficiary or if none to the estate of the Spouse.

10.03 Proof of Death

Payment arising or conditional upon the death of any Member or any other Beneficiary or upon the continued life of a Member or any other Beneficiary or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Pension Board of satisfactory proof of death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

SECTION 11 - TERMINATION OF COVERED EMPLOYMENT

11.01 A Member whose Covered Employment is terminated for reasons other than death or retirement shall immediately cease to be eligible to make Member contributions under Section 4 and to receive University contributions under Section 5, and may elect at termination or subsequently with respect to the balances in the Member's Money Purchase Account and Voluntary Contribution Account a combination of the following options, subject to the approval of the Pension Board:

- (a) to retain the Member's Money Purchase Contribution Account and Voluntary Contribution Account until the Member's Benefit Commencement Date, and on this election being made the Member may further elect to have the amount of the Member's Money Purchase Contribution Account and Voluntary Contribution Account at the date of termination plus Investment Earnings on those amounts applied to provide a benefit as described in subsection 8.02;
- (b) subject to paragraph 14.01(b), to transfer the amount(s) to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company to purchase an annuity, in accordance with the requirements of the PBSA. Such transfers must be on a locked-in basis for that portion of the Member's Money Purchase Contribution Account contributed after December 31, 1992 plus Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's Money Purchase Contribution Account at December 31, 1992 plus Investment Earnings on that amount after that date nor on the balance in a Member's Voluntary Contribution Account unless the funds were originally transferred in on a locked-in basis; or
- (c) in respect of the balance in the Member's Voluntary Contribution Account only, as a lump sum payment.

A Member who elects an option other than one including paragraph (a) above will cease to be a Member and have no further entitlement under the Plan upon such transfer. A Member who fails to make an election of one of the above options within 90 days of receiving the statement required by the PBSA will be deemed to have elected the option in paragraph (a).

11.02 A transfer under paragraph 11.01(b) or (c) shall be in accordance with the requirements of the Income Tax Act and the PBSA.

SECTION 12 - PLAN AMENDMENT AND TERMINATION

12.01 Amendment

Further to subclause XV.(1) of the Trust Agreement, the Members may, by resolution passed at a properly convened meeting of the Members, make proposals for the amendment of the Plan and upon receipt thereof by the Pension Board it shall within a reasonable time report to the membership its decision in respect to such resolution.

12.02 Termination

- (a) Further to subclause XV.(2) of the Trust Agreement, and in the event of the termination of the Plan, a Member or such Member's Beneficiaries, shall be entitled to the value of the Member's Money Purchase Contribution Account, Voluntary Contribution Account and Variable Benefit Account.
- (b) A Member or a surviving Spouse of a Member may elect, within 90 days of receiving the statement required by the PBSA, a transfer of the value of the Member's Money Purchase Contribution Account and Voluntary Contribution Account in accordance with paragraphs 11.01(b) and (c). If the Member or surviving Spouse does not make the election in the time limit specified, payment(s) will be made as appropriate to the Member or surviving Spouse or to an account in trust for the Member or surviving Spouse with a financial institution selected by the Pension Board.
- (c) A Beneficiary who is not the Spouse of a Member will be paid the entitlement as a lump sum.

SECTION 13 - MISCELLANEOUS

13.01 Non-Alienation

Subject to the PBSA, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non-enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.

13.02 Information Disclosure

Each Member and Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the PBSA.

13.03 Payments

- (a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Secretary to the Pension Board, all documents required to authorize the payment or transfer, including evidence of entitlement. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

If a payment is in excess of the maximum limit that can be transferred to another plan or to a retirement savings plan registered under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

- (b) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan or a registered retirement income fund, that lump sum payment may be transferred to a registered retirement savings plan or a registered retirement income fund at the option of the person to whom the lump sum is payable.

13.04 Permitted Unlocking

- (a) Small Benefit

- (i) If the total payable from a Member's Money Purchase Contribution Account is less than 20% of the YMPE for the calendar year in which the Member terminated Covered Employment, retired or died, or any subsequent year in which the value of the Money Purchase Contribution Account is determined prior to the Member or Spouse's Benefit Commencement Date,
 - (A) the Member or surviving Spouse of the Member may elect to receive the value of the Money Purchase Contribution Account in a lump sum; and
 - (B) notwithstanding subparagraph (A), the Pension Board reserves the right to compel a Member or surviving Spouse of the Member to take the value of the Money Purchase Contribution Account in a lump sum.
 - (ii) If the value of a Member's Variable Benefit Account is less than 20% of the YMPE for the calendar year in which the value of the Variable Benefit Account is determined, the Member or surviving Spouse may elect to receive the value of the Variable Benefit Account in a lump sum.
- (b) Non-Resident
- (i) A Member whose Covered Employment has terminated pursuant to Section 11 or a Spouse entitled to a benefit under subsection 10.01 may elect to withdraw as a lump sum an amount equal to the balance of the Money Purchase Contribution Account on providing to the Pension Board a statement signed by the Member or Spouse that the Member or Spouse has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.
 - (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of the Spouse's entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (c) Shortened Life Expectancy
- (i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, has an illness or disability

that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:

- (A) convert all or part of the balance of the person's Money Purchase Contribution Account or Variable Benefit Account, as the case may be, on the basis prescribed in the PBSA to a series of payments for a fixed term; or
 - (B) withdraw as a lump sum an amount equal to the balance the person's Money Purchase Contribution Account or Variable Benefit Account, as the case may be, or any lesser amount that the person may select.
- (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
- (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of the Spouse's entitlement under the Plan, waives that entitlement, and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (iii) After any payment pursuant to this paragraph (c), the Member will continue to participate in the Plan. On the Member's subsequent termination of Covered Employment, retirement or death, any payments made with respect to such Member will be reduced to reflect any payments made under this paragraph (c).

13.05 Designation of Beneficiary

- (a) A Member's Beneficiary is:
- (i) if the Member has a Spouse who has not waived entitlement in accordance with this Plan text and the PBSA, the Spouse;
 - (ii) if the Member has no Spouse, or the Spouse has waived entitlement in accordance with this Plan text and the PBSA, the person(s) designated by the Member or Retired Member; or
 - (iii) if the Member has no Spouse, or the Spouse has waived entitlement in accordance with this Plan text and the PBSA and the Member has not designed a beneficiary pursuant to subparagraph (a)(ii), or no beneficiary designated pursuant to subparagraph (a)(ii) survives the Member, the Member's estate.

- (b) A Beneficiary designation must be filed with the Pension Board in the Prescribed Form.
- (c) A Member who has made a designation in accordance with paragraph (a) may alter or revoke the designation by filing with the Pension Board such alteration or revocation in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.

13.06 Marriage Breakdown

- (a) The entitlement of any person to receive a benefit under the Plan is subject to the following:
 - (i) entitlements arising under a written separation agreement or an order made under Part 5 of the Family Law Act, or a similar order of a court outside British Columbia enforceable in British Columbia, that affects the payment or distribution of a person's benefits, and
 - (ii) entitlements arising under a division of pension under Part 6 of the Family Law Act.
- (b) For greater certainty, a Spouse or former Spouse who is entitled to a division of a Member's benefit under the Plan shall be subject to the same locking-in rules as the Member.
- (c) For greater certainty, once a separated Spouse receives a share of a Member's benefit in accordance with this subsection 13.06, such Spouse shall no longer have any other entitlements under this Plan.

SECTION 14 - TRANSFERS

14.01 Transfer of Funds To and From Other University of Victoria Pension Plans

- (a) Members of this Plan who joined the Combination Plan on or after July 1st 1990 and who would have been eligible to join this Plan had this Plan been in effect at that date will have their Combined Contribution Account balances as at December 31st 1990 transferred to their Money Purchase Contribution Accounts in this Plan and their membership and entitlements under the Combination Plan revoked.
- (b) A Member of this Plan who ceases contributions to this Plan and commences contributions to the Combination Plan or the Staff Plan in accordance with subsection 3.08 or 3.11 is restricted from making a transfer under paragraph 11.01(b) while such person is a member of the Combination Plan or the Staff Plan.

14.02 Transfers into Variable Benefit Accounts

- (a) Subject to the conditions set out in paragraph (b) below, the Pension Board may establish a policy whereby a Member or former Member may transfer funds from another registered pension plan, a registered retirement savings plan or a registered retirement income fund into a Variable Benefit Account to create or augment a Variable Benefit from the Plan.
- (b) Any such transfer must be permitted under the Income Tax Act and the PBSA and the funds must originate from an account registered in the name of the Member or former Member.

14.03 Transfers to or from Voluntary Contribution Accounts

- (a) Subject to the conditions set out in paragraph (b) below, the Pension Board may establish a policy whereby a Member may transfer funds from another registered pension plan, a registered retirement savings plan or a registered retirement income fund into a Voluntary Contribution Account.
- (b) Any such transfer must be permitted under the Income Tax Act and the PBSA and the funds must originate from an account registered in the name of the Member or former Member.
- (c) A Member may, at any time, elect on an irrevocable basis, by means of a written request to the Pension Board, a lump sum payment or a transfer to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and payments made under this subsection shall take place at the end of the month next following the month of the Member's election.

14.04 Transfer from a Former Employer's Plan

A Member who was formerly a member of the registered pension plan of another employer may elect to have a lump sum contribution transferred from that other plan to the credit of the Member's Voluntary Contribution Account.

**APPENDIX A:
PARTICIPATING EMPLOYERS**

SECTION 1 - APPLICATION

- 1.01 Except as otherwise specified in this Appendix, the terms of the Plan shall apply to employees of Participating Employers as though they were employees of the University.
- 1.02 For greater certainty, the references to the “University”
- (a) as an employer of a Member or other individual in the Plan in the following sections of the Plan shall be deemed to be a reference to the Participating Employer that employs the relevant individual: the definitions of “Approved Leave of Absence”, “Earnings”, “Sabbatical or Study Leave”, “Special Reduction of Appointment”, “Statutory Leave” and “Temporary Reduction of Appointment” in subsection 1.01 of the Plan and subsections 3.10, 4.01(a), 9.01 and ~~9.06~~[9.05](#) of the Plan; and
 - (b) in respect of the contributions required to be made by the University as an employer of a Member or other individual in the Plan shall be applicable to Participating Employers as set out in Section 4 of this Appendix below.

SECTION 2 - DEFINITIONS

- 2.01 For the purposes of this Appendix, “**Participating Employer**” means:
- (a) University of Victoria Properties Investments Inc.; or
 - (b) any other employer acceptable to the University after consultation with the Pension Board, provided such employer is an “affiliate” of the University within the meaning of the *Business Corporations Act* (British Columbia).

SECTION 3 - ELIGIBILITY AND MEMBERSHIP

- 3.01 The University may designate, from time to time and after consultation with the Pension Board, any employee of such Participating Employer as:
- (a) a Member, as a term of employment, effective the date determined by the University; or
 - (b) eligible to participate in the Plan on a voluntary basis, effective the date determined by the University.
- 3.02 The University shall at all times have the right to decide which of a Participating Employer’s employees are eligible for the Plan or have ceased to be eligible, provided it has consulted with the Pension Board in accordance with subsection 3.09 of the Plan, and shall supply the Pension Board from time to time, or upon request by the Pension Board, with a list of the eligible employees of Participating Employers.

SECTION 4 - PARTICIPATING EMPLOYER CONTRIBUTIONS

- 4.01 Participating Employers shall make contributions on the same basis as the University as set out in subsections 4.01(b)(ii), 4.01(b)(iii), 4.01(b)(iv), 5.01, 5.02, 5.03 and 5.04 of the Plan.
- 4.02 References to the University's contributions in the following sections of the Plan shall be deemed to be a reference to contributions made or required to be made by the applicable Participating Employer pursuant to subsection 4.01 of this Appendix: "Money Purchase Contribution Account" in subsection 1.01 of the Plan and subsections 4.01(b), 5.01, 5.02, 5.04, 7.05, 9.01, 9.02, ~~9.05~~ and 11.01 of the Plan.
- 4.03 Notwithstanding subsection 5.01 of the Plan, if the University remits to the Pension Fund amounts that a Participating Employer is required to remit to the Pension Fund pursuant to this Section and subsection 4.01(b) and Section 5 of the Plan in respect of that Participating Employer's present or former employees, that Participating Employer must promptly reimburse the University for all such amounts.

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