# 2020-2021 Guelph-Humber Calendar

The information published in this University of Guelph-Humber Calendar outlines the rules, regulations, curricula, programs and fees for the 2020-2021 academic year, including Summer Semester 2020, Fall Semester 2020 and Winter Semester 2021.

For your convenience the Guelph-Humber Calendar is available in PDF format.

If you wish to link to the Guelph-Humber Calendar please refer to the Linking Guidelines.

The University of Guelph is a full member of:

 Universities Canada
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April 1, 2020	Initial Publication
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CHANGING LIVES IMPROVING LIFE

# **University of Guelph-Humber**

The information published in this Calendar outlines the rules, regulations, curricula, programs and fees for the 2020-2021 academic year, including the Summer Semester 2020, the Fall Semester 2020, and the Winter Semester 2021.

The University reserves the right to change without notice any information contained in this calendar, including but not limited to that related to tuition and other fees, standards of admission, course delivery or format, continuation of study, and the offering or requirements for the granting of, degrees or diplomas in any or all of its programs. The publication of this calendar does not bind the University to the provision of courses, programs, schedules of study, or facilities as listed herein.

The University will not be liable for any failure or delay in performance arising out of any cause or causes beyond its reasonable control. Such causes may include but are not limited to fire, strike, lock-out, inability to procure materials or trades, war, mass-casualty event, flood, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction, legislative or regulatory requirements, unusually severe weather, failure of public utility or common carrier, or attacks or other malicious act, including but not limited to attacks on or through the internet, or any internet service, telecommunications provider or hosting facility.

In March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada, the Province of Ontario, and local Governments responded to the pandemic with legislative amendments, controls, orders, by-laws, requests and requirements (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, the University shall not be liable for costs associated with any failure or delay in performance arising out of:

a. the continued spread of the Virus;

b. the continuation of or renewed Governmental Response to control the spread of the Virus; and

c. a University decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response. In particular, the COVID-19 pandemic may necessitate a revision of the format of course offerings such that courses are offered in whole or in part on an alternate delivery model to in-person classes. Tuition and mandatory fees have been set regardless of the method of instruction and will not be refunded in the event instruction occurs remotely for any part of the academic year.

Dates or times of performance including the Schedule of Dates may be extended as appropriate and the University will notify students promptly of the existence and nature of such delay and shall, so far as practicable, use reasonable efforts to minimize and mitigate any such delay or non-performance.

In the event of a discrepancy between a print version (downloaded) and the Web version, the Web version will apply,

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Editor: G. Kerr, Campus Registrar (Guelph-Humber)

# **Collection, Use and Disclosure of Personal Information**

Personal information is collected under the authority of the University of Guelph Act (1964), and in accordance with Ontario's Freedom of Information and Protection of Privacy Act (FIPPA) <u>https://www.ontario.ca/laws/statute/90f31</u>. This information is used by University officials in order to carry out their authorized academic and administrative responsibilities and also to establish a relationship for alumni and development purposes. Certain personal information is disclosed to external agencies, including the Ontario Universities Application Centre, the Ministry of Colleges and Universities, and Statistics Canada, for statistical and planning purposes, and is disclosed to other individuals or organizations in accordance with the Office of Registrarial Services Departmental Policy on the Release of Student Information. For details on the use and disclosure of this information call the Office of Registrarial Services at the University at (519) 824-4120 or see <a href="http://www.uoguelph.ca/registrar/registrar/registrar/index.cfm?index.cfm

## Disclosure of Personal Information to the Ontario Ministry of Colleges and Universities

The University of Guelph is required to disclose personal information such as characteristics and educational outcomes to the Minister of Training, Colleges and Universities under s. 15 of the Ministry of Colleges and Universities Act, R.S.O. 1990, Chapter M.19, as amended. The Ministry collects this data for purposes including but not limited to planning, allocating and administering public funding to colleges, universities and other post-secondary educational and training institutions.

Amendments made to the Ministry of Colleges and Universities Act, authorizing the collection and use of personal information from colleges and universities by the Minister of Training, Colleges and Universities, which were set out in Schedule 5 of the Childcare Modernization Act, 2014, came into force on March 31, 2015.

The amendments strengthen the ability of the Minister to directly or indirectly collect and use personal information about students as required to conduct research and analysis, including longitudinal studies, and statistical activities conducted by or on behalf of the Ministry for purposes that relate to post-secondary education and training, including,

- i. understanding the transition of students from secondary school to post-secondary education and training,
- ii. understanding student participation and progress, mobility and learning and employment outcomes,
- iii. understanding linkages among universities, colleges, secondary schools and other educational and training institutions prescribed by regulation,
- iv. understanding trends in post-secondary education or training program choices made by students,
- v. understanding sources and patterns of student financial resources, including financial assistance and supports provided by government and post-secondary educational and training institutions,
- vi. planning to enhance the affordability and accessibility of post-secondary education and training and the quality and effectiveness of the post-secondary sector,
- vii. identifying conditions or barriers that inhibit student participation, progress, completion and transition to employment or future post-secondary educational or training opportunities, and
- viii. developing key performance indicators.

Information that the University is required to provide includes but is not limited to: first, middle and last name, Ontario Educational Number, citizenship, date of birth, gender, first three digits of a student's postal code, mother tongue, degree program and major(s) in which the student is enrolled, year of study and whether the student has transferred from another institution.

Further information on the collection and use of student-level enrolment-related data can be obtained from the Ministry of Colleges and Universities website: <u>https://www.ontario.ca/</u> <u>page/ministry-colleges-universities</u> (English) or <u>https://www.ontario.ca/fr/page/ministere-des-colleges-et-universites</u> (French) or by writing to the Director, Postsecondary Finance and Information Management Branch, Postsecondary Education Division, 7th Floor, Mowat Block, 900 Bay Street, Toronto, ON M7A 1L2.

An update on Institutional and Ministry of Colleges and Universities Act Notice of Disclosure Activities is posted at https://www.ontario.ca/page/ministry-colleges-universities

Frequently Asked Questions related to the Ministry's enrolment and OEN data activities are also posted at: <u>http://www.edu.gov.on.ca/eng/document/brochure/oen/index.html</u>

### Authority to Disclose Personal Information to Statistics Canada

The Ministry of Colleges and Universities discloses student-level enrolment-related data it collects from the colleges and universities as required by Statistics Canada in accordance with Section 13 of the Federal Statistics Act. This gives Ministry of Colleges and Universities Act authority to disclose personal information in accordance with s. 42(1) (e) of FIPPA

## Notification of Disclosure of Personal Information to Statistics Canada

For further information, please see the Statistics Canada's web site at http://www.statcan.ca and Section XIV Statistics Canada.

## **Address for University Communication**

Depending on the nature and timing of the communication, the University may use one of these addresses to communicate with students. Students are, therefore, responsible for checking all of the following on a regular basis:

#### **Email Address**

The University issued email address is considered an official means of communication with the student and will be used for correspondence from the University. Students are responsible for monitoring their University-issued email account regularly. See Section I--Statement of Students' Academic Responsibilities for more information.

#### **Home Address**

Students are responsible for maintaining a current mailing address with the University. Address changes can be made, in writing, through Enrolment Services.

## Name Changes

The University of Guelph is committed to the integrity of its student records, therefore, each student is required to provide either on application for admission or on personal data forms required for registration, the student's complete, legal name. Any requests to change a name, by means of alteration, deletion, substitution or addition, must be accompanied by appropriate supporting documentation.

## Student Confidentiality and Release of Student Information Policy Excerpt

The University undertakes to protect the privacy of each student and the confidentiality of the student's record. To this end the University shall refuse to disclose personal information to any person other than the individual to whom the information relates where disclosure would constitute an unjustified invasion of the personal privacy of that person or of any other individual. All members of the University community must respect the confidential nature of the student information which they acquire in the course of their work. Complete policy at <a href="https://uoguelph.civicweb.net/document/68892/ORSInfoReleasePolicy060610.pdf?handle=FF982F8A9AEA4076BE4F3D88147172B8">https://uoguelph.civicweb.net/document/68892/ORSInfoReleasePolicy060610.pdf?handle=FF982F8A9AEA4076BE4F3D88147172B8</a>.

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# XII. General Information

## **Centre for International Programs**

The Centre for International Programs, the first of its kind in Canada, aims to facilitate, stimulate and support a continuously growing range of University involvement in international activities. This goal is accomplished by developing and maintaining contacts with university partners around the world, supporting study abroad programs, and providing liaison with government agencies, private sector companies and non-governmental organizations. The Centre provides information on international opportunities and resources to students and faculty, and manages the University's student exchange programs. The Centre contributes to university policy on internationalization and serves as a focal point for links with other universities, government agencies, and private sector firms wishing to cooperate with the university in international activities.

# **Diversity and Human Rights**

This located at the north side of the campus at Fielding House, 15 University Avenue East. All enquiries are confidential. Office hours are Monday-Friday: 8:45a.m.- 4:45p.m. Phone: 824-4120, ext. 53000; TTY: 767-0615; Website: <u>http://www.uoguelph.ca/hre</u>.

"The University of Guelph Diversity and Human Rights (DHR) is dedicated to the removal of all systemic barriers, discrimination and harassment and will engage in advocacy within the university community towards this end."

(Mission Statement, Diversity and Human Rights)

The University of Guelph prohibits harassment or discrimination in work, study, residential and university life on the basis of: race, colour, ancestry, place of origin (where you were born), ethnic background, citizenship, creed (religion), sex, disability, sexual orientation, age, marital status, and family status. In some cases, discrimination includes unfair treatment on the basis of the receipt of public assistance or a pardoned criminal offense.

The Ontario Human Rights Code and the Canadian Human Rights Act, as well as the University's Sexual and Gender Harassment Policy and Procedure and Interim Human Rights Procedure, prohibit harassment or discrimination on the basis of these grounds. The University of Guelph is currently developing a comprehensive human rights policy and complaints procedure to integrate and replace these existing policies and procedures.

The University's human rights policies and complaint procedures are available on the DHR Web Page at <u>http://www.uoguelph.ca/hre/</u>.

#### Definitions

**Harassment** is defined as any attention or conduct (oral, written, graphic or physical) by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome/unwanted, offensive or intimidating.

**Discrimination** is defined as the denial of equal treatment, civil liberties, and/or opportunity to a group or member of the group on the basis of: race, colour, ancestry, place of origin, ethnic background, citizenship, creed (religion), sex, disability, sexual orientation, age, marital status, family status and, in some cases, receipt of public assistance or a pardoned criminal offense. Discrimination may be systemic wherein the policies and practices that have become standard in established institutions appear to be neutral but result in the exclusion of certain groups.

#### **Inquiries and Complaints**

Members of the University community (including students, staff and faculty) have the right to seek confidential advice and information about concerns or complaints regarding harassment or discrimination. The DHR may assist individuals to resolve complaints by serving as a resource to the parties involved, providing mediation, or facilitating the University's human rights concern and complaint resolution procedures.

In addition, any party may consult with the DHR regarding an administrative, managerial or curriculum decision which may relate to a human rights or equity issue. The DHR also provides human rights education and training and works in partnership with the University constituents on matters of educational and employment equity.

#### Services

The DHR provides the following services to members of the University: information and advice regarding discrimination and harassment; facilitation of an internal human rights complaint procedure; mediation to resolve complaints; resource information on human rights and equity issues; training and education; participation on university committees; and research development and evaluation of equity initiatives.

## **Policy on Intellectual Property**

The University of Guelph (the "University") is one of the most research intensive universities in Canada, and has a long history of high-quality, innovative research that changes lives and improves life. The University is committed to enabling and supporting the people and partnerships that advance the quality, pre-eminence and societal value of the University's research and creative endeavors. It is recognized that in the course of research, new Intellectual Property will be created that may be commercially valuable and that may require patent or other protection in order to reach its full potential. Accordingly, the goal of this Policy is to encourage the creation of Intellectual Property and to facilitate its development and commercialization, while preserving the principles of academic and intellectual freedom.

No Personnel will be obliged to engage in the commercial exploitation of the results of their University Activities or to provide commercial justification for it, except as required in any grant application, award, or Contract.

The fundamental principle of this Policy is that, subject to the specific exceptions set out herein, Intellectual Property is owned by those who create it.

This Policy replaces the Inventions Policy (1991), the Copyright Policy (1989) and the Software Creation Policy (1989). It does not replace or supersede any other policy or collective agreement.

This Policy is effective as of May 1, 2014 and is not retroactive. This Policy applies to all Personnel.

#### Section 1: Definitions

- "Commercialization" means the patenting, marketing, manufacturing, sale, distribution, licensing, sublicensing, transferring, granting of rights of use or leasing of Intellectual Property or products or services covered by, claimed by, or incorporating Intellectual Property.
- "Contract" means a written agreement between the University and a Personnel and/or a third party. Contract shall also mean the terms or conditions under which funding is provided to the University to support the Personnel's University Activities.
- 3. which funding is provided to the University to support the Personnel's University Activities.
- 4. "Copyright" means the rights granted under the Copyright Act, RSC 1985, c-42, as amended from time to time.
- "Creator" means the person or persons who creates, conceives, designs, discovers, develops, invents or authors Intellectual Property.
- 6. "Intellectual Property" means any result of intellectual or artistic activity and includes, but is not limited to Works, Tangible Research Property, software, databases and database layouts, Inventions, industrial or artistic designs, trade-marks, trade names, domain names, integrated circuit topographies, know-how and trade secrets, whether or not registerable or registered or protected under the law.
- 7. "Invention" means the rights associated with any patentable or potentially patentable idea, discovery or know-how and any associated or supporting technology that is required for development or application of the idea, discovery or know-how.
- 8. "Moral Rights" means the Canadian statutory rights of an author of a work in which Copyright subsists to be associated with the work and to prevent the distortion, mutilation or modification of the work to the prejudice of the honour and reputation of the author.
- 9. "Net Revenue" equal those gross receipts that the University is entitled to retain from Commercialization activity, less: (i) the University's out-of-pocket costs and fees associated with securing, maintaining and enforcing intellectual property protection such as patenting and litigation expenses, (ii) out-of-pocket costs incurred by the University in the licensing of the intellectual property and (iii) any out-of-pocket expenses in making, shipping or otherwise distributing Tangible Research Property.
- 10. "Personnel" means one or more individuals carrying on the University Activities, paid or unpaid and who is/are not a Member as defined in the Collective Agreement between the University of Guelph and the University of Guelph Faculty Association. Personnel include but are not limited to, Professor Emereti, staff, students, sessional lecturers, post-doctoral fellows, volunteers and adjunct faculty. In the absence of a Contract governing new Intellectual Property created during their visit, visiting scientists and visiting students are considered Personnel for the purpose of this Policy.
- 11. "Principal Investigator" means the Personnel who is identified as principally responsible for the performance and supervision of research associated with a Contract.
- 12. "Tangible Research Property" means plant germplasm, cell lines, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals and other materials useful for research or for commercial purposes for which patent applications are not filed or, if filed, do not issue.
- 13. "University Activities" means activities which are carried on by Personnel in the course of their employment or association with the University, or using University funds, facilities, equipment or other resources.

14. "Work" means original literary, dramatic, musical and artistic work and includes every original production in the literary, scientific or artistic domain, whatever maybe the mode or form of its expression such as websites, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

### Section 2: Copyright

- 1. Copyright belongs to Personnel who create Work, even if it is produced during the course of their University Activities , except in those cases where:
  - a. there is a pre-existing Contract that assigns the ownership rights to the University or to a third party; or
  - b. the Work is produced according to Section 2.2.
- 2. No Personnel shall claim any rights, and the University reserves to itself the ownership rights in any Works that are:
  - a. encompassed within section 2.1(a) above;
  - b. produced by Personnel at the specific request or direction of the University;
  - c. produced by Personnel employed for the express purpose of creating or producing Works, or where there is an explicit requirement in a Personnel's job description for this responsibility;
  - an assessment, grading, report or correspondence produced pursuant to Personnel's University Activities;
  - e. Works provided to a Personnel to assist in carrying out their duties and modified by the Personnel, such as a laboratory manual; or
  - f. produced and designed to assist in the day-to-day administration of the University's affairs.
- 3. Personnel shall not be required to waive their Moral Rights.
- 4. In the event that Work is the creation of more than one Personnel, the provisions of this Policy shall apply on a pro rata basis to all the Creators of the Work, unless a written agreement among the Creators, or a Contract states otherwise.
- 5. Where a Work is owned by a Personnel, Personnel may enter into an agreement with the University, at each party's discretion, for the performance of commercialization activities such as evaluation, marketing and negotiation of licenses. The Creator(s) will be entitled to receive seventy-five percent (75%) of Net Revenues received by the University as a result of successful commercialization of a Work owned by a Personnel.
- 6. The University may, at any time, elect to terminate or relinquish its rights in any Work. In the event that the University or assignee relinquishes its rights in any Work, all Intellectual Property rights shall revert back to the Creator(s). In the event that any Creator is deceased, the rights shall revert to the estate of that Creator.
- 7. All Personnel who own Copyright pursuant to this Policy hereby grant to the University:
  - a. a nonexclusive, royalty-free, irrevocable and non-transferable license to use such works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication; and
  - b. in the case of written works submitted as partial fulfillment of the requirements for completing a degree at the University, the non-exclusive right to reproduce, translate, and/or distribute the written work worldwide in print and electronic format and in any medium, including but not limited to audio or video.

This license shall not apply to a Personnel's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress.

## Section 3: Inventions and Tangible Research Property

- 1. Inventions and Tangible Research Property belong to Personnel who create the Invention or Tangible Research Property, even if it is produced during the course of their University Activities, except in those cases where:
  - a. there is a pre-existing Contract that assigns the ownership rights to the University or to a third party; or
  - b. the Invention or Tangible Research Property is created according to Section 3.2.
- 2. No Personnel shall claim any ownership, and Personnel hereby assign ownership to the University in any Inventions or Tangible Research Property that is:
  - a. encompassed within section 3.1(a) above;
  - b. produced by Personnel at the specific request or direction of the University; or
  - c. produced by Personnel employed for the express purpose of creating or producing Inventions or Tangible Research Property, or where there is an explicit requirement in a Personnel's job description for this responsibility.

- 3. Prior to proceeding with a patent application or Commercialization activity, Personnel shall provide written disclosure to the University of any Invention made by them. Such disclosure shall assert whether ownership of the Invention is claimed by Personnel according to this Policy and the Personnel's intention to pursue Commercialization independently or with the assistance of the University. If the University fails to challenge in writing the assertions of the Personnel within three (3) months of the receipt of disclosure of the Invention, the University shall be deemed to have accepted as accurate the assertions set out in the disclosure. Failure by a Personnel to disclose an Invention shall not terminate or waive any potential claim by the University regarding Intellectual Property rights.
- 4. Subject to section 3.3, where Personnel own an Invention or Tangible Research Property according to this Policy, they may, at their sole discretion, make arrangements for protection and Commercialization at their sole expense and benefit.
- 5. Where an Invention or Tangible Research Property is owned by Personnel, Personnel may enter into an agreement with the University, at each party's discretion, for the performance of commercialization activities such as evaluation, patent protection, marketing and negotiation of licenses. The Creator(s) will be entitled to receive fifty percent (50%) of Net Revenues as a result of commercialization of an Invention or Tangible Research Property by the University.
- 6. Where an Invention is owned by the University, Personnel may enter into an agreement with the University, at each party's discretion, for the performance of commercialization activities such as evaluation, patent protection, marketing and negotiation of licenses. The Creator(s) will be entitled to receive fifty percent (50%) of Net Revenues as a result of Commercialization of an Invention by University.
- 7. Where Tangible Research Property is owned by the University according to Section 2, University reserves to itself all ownership rights and revenues.
- 8. The University reserves to itself and Personnel shall grant a fully paid-up, non-exclusive, royalty-free, irrevocable and non-transferable license to use any Personnel-owned Invention or Tangible Research Property made, discovered or developed using the University's facilities, support personnel, support services, equipment or materials, for academic and research purposes.
- 9. In the event that an Invention or Tangible Research Property is the creation of more than one Personnel, the provisions of this article apply on a pro rata basis to all the Creators unless a written agreement or Contract states otherwise.
- 10. The University may, at any time, elect to terminate or relinquish its rights in any Invention or Tangible Research Property. In the event that the University or any other assignee relinquishes its rights in any Invention, all Intellectual Property rights shall revert back to the Creator(s). In the event that any Creator is deceased, the rights shall revert to the estate of that Creator.

## Section 4: Additional Items

- The Principal Investigator has the duty to inform any collaborators or co-investigators, including all Personnel involved in the research, of the terms of any Contract governing the research, including terms related to ownership or Commercialization of Intellectual Property.
- 2. The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Personnel will take all reasonable and practicable steps to ensure that the name of the University and such other trade-marks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Personnel with respect to Intellectual Property may, in any way, imply approval, promotion or use of such Intellectual Property by the University without the prior written agreement of the University and such other trade-marks are not used in connection with Intellectual Property may, in any way, imply approval, promotion or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent Personnel from stating their employment, rank and title in connection with Intellectual Property.
- 3. This Policy is effective as of its implementation, and all Contracts between a Personnel and the University made prior to this date will be governed under the terms of those Contracts and the applicable policies in place at the time of the Contract.
- 4. Subject to Section 5, the Vice-President (Research) is responsible for making such determinations as are necessary under this Policy.

## **Section 5: Dispute Resolution**

- 1. It is recognized that disputes may arise between the University and Personnel with respect to Intellectual Property and the implementation of this Policy. When disputes arise, every effort shall be made by all parties acting in good faith to resolve disputes at the lowest possible level.
- 2. If a dispute cannot be resolved informally, the matter will be referred to the Vice President (Research) (or their delegate), who will consult with others as appropriate and issue a written decision.

#### **Section 6: Policy Review and Procedures**

- 1. The Vice President (Research) is authorized to develop and up-date procedures to aid implementation of the Policy.
- 2. Amendments to the Policy require the approval of the Board.

3. The Board of Governors will review this Policy at least every five (5) years.

## **Policy on Non-Academic Misconduct**

The University of Guelph's core value is the pursuit of truth. It is animated by a spirit of free and open enquiry, collaboration, and mutual respect. It asserts the fundamental equality of all human beings and is committed to creating for all members of its community, an environment that is hospitable, safe, supportive, equitable, pleasurable, and above all, intellectually challenging (University of Guelph Act, 1964). It is expected that all members of the University community will support and enrich these values by interacting with each other in a manner that is respectful, civil and consistent with the following responsibilities. Failure to abide by these responsibilities may result in penalties. The University of Guelph-Humber has developed a policy that sets out the University's expectations regarding conduct as members of the University of Guelph and Humber College community. Please click onto the following URL to view the Policy on Non-Academic Misconduct: <a href="http://www.uoguelph.ca/stadysters/load-stadysters/

#### **Purpose and Jurisdiction**

- 1. The University of Guelph is an environment that develops the person, scholar & citizen. This Policy sets out the University's expectations regarding student conduct as members of the University of Guelph community.
- 2. In this Policy, a "student" is any person registered in a diploma, undergraduate or graduate program at the University of Guelph or otherwise taking credit or non-credit courses offered by the University of Guelph, or any person who was a student at the time the alleged breach occurred. "Campus" means the physical grounds of either the University's main campus or the regional campuses. This Policy does not apply to students registered at University of Guelph-Humber programs and attending Humber College.
- 3. Except as noted in paragraph 4 and 5, this Policy applies to all student non-academic behaviour on campus and to students who are engaged in University programs off campus. Allegations regarding other off campus conduct may be brought forward under this Policy if the violation in question materially affects the safety, integrity or educational interests of the University community or as provided under the Community Standards Protocol.
- Alleged breaches of this Policy which arise within University residences may in the discretion of Student Housing Services, proceed under the **Residence Community** Living Standards.
- 5. Alleged breaches of this Policy which arise at the regional campuses will be subject to the process and procedures specific to the regional campuses.

#### **University Community Values**

**6.** The University of Guelph's core value is the pursuit of truth. It is animated by a spirit of free and open enquiry, collaboration, and mutual respect. It asserts the fundamental equality of all human beings and is committed to creating for all members of its community, an environment that is hospitable, safe, supportive, equitable, pleasurable, and above all, intellectually challenging (*University of Guelph Act, 1964*). It is expected that all members of the University community will support and enrich these values by interacting with each other in a manner that is respectful, civil and consistent with the following responsibilities. Failure to abide by these responsibilities may result in penalties.

#### Diversity

**7.** Students have a responsibility to help create and uphold an environment that respects the diversity and differences of members of our campus, and allows all members to be treated with dignity, worth and respect. An example of this type of responsibility is the requirement to abide by the University's commitment to the Ontario Human Rights Code and the **Human Rights at the University of Guelph Policy**<sup>1</sup>.

<sup>1</sup>Allegations of breach may be pursued either under this Policy or the applicable human rights policy or legislation

#### Integrity

**8.** Students have a **responsibility** to help maintain the integrity of the University as a community for learning. An example of this type of responsibility is the requirement to abide by all Federal, Provincial and Municipal laws<sup>2</sup> and University policies including but not limited to:

- a. **Drugs and Drug Paraphernalia** to not possess, use, supply or traffic illegal drugs, drug paraphernalia or controlled substances.
- b. Alcohol -to possess, purchase, and/or use of liquor by those under the age of 19 is prohibited. The sale or provision of alcohol to anyone under the age of 19 is prohibited. Consumption or open possession of liquor is prohibited on campus other than in those areas where it has been specifically permitted.
- c. **Smoking** -to abide by the **University's policy, Smoking in the Workplace**, which includes not smoking inside any University building or vehicle, or within nine metres of any building entrance or exit.
- d. **Information Technology (IT)** -to use computer login codes or passwords and University IT resources (e.g., computing account or workstation) in accordance with the **University's Acceptable Use Policy**.

e. **Permits and Identification** - to not acquire, use, loan or disseminate University identification, express plans, building access cards, bus passes or parking permits that are stolen, borrowed, cancelled, lost, false, altered or expired. To not loan any of your identification to others nor alter or produce fake identification

<sup>2</sup> Allegations of criminal or other offences may be addressed off-campus under the applicable legislation. The University may also initiate charges under this Policy with respect to the same incident(s) if the allegation in question materially affects the safety, integrity and/or educational interests of the University community.

#### Learning

9. Students have a **responsibility** to help support community members' access to the tools they need to engage in their learning and development, both in and outside of the classroom. An example of this type of responsibility is the requirement to abide by the following:

- a. **University Property** to respect posted hours and limits on entry where such conditions exist and not destroy, tamper with, deface or vandalize, monopolize, unlawfully access, remove or possess property not your own.
- b. Disruption to not interfere with the normal functioning of the University, nor to intimidate, interfere with, threaten or otherwise obstruct any activity organized by the University, including classes, or to hinder other members of the University community from being able to carry on their legitimate activities, including their ability to speak or associate with others.

#### Safety

**10.** Students have a **responsibility** to support an environment that enables students to be safe and free from harm. An example of this type of responsibility is the requirement to abide by the following:

- a. **Harassment** to treat all members of the University community with respect and without harassment. Harassment is defined as any attention or conduct (oral, written, virtual, graphic or physical) by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome/unwanted, offensive or intimidating. Examples include but are not limited to bullying, hazing, sexual harassment, or unwanted sexual attention.
- b. Sexual Assault to not assault any person sexually or threaten any person with sexual assault.
- c. **Bodily Harm** to not engage in activities that are likely to endanger the health or safety of yourself or another person, or to assault or threaten to assault another person or to knowingly cause another person to fear bodily harm.
- d. **Firearms and Other Weapons** to not bring onto campus any firearms or weapons (examples include but not limited to: BB guns, slingshots, paintball guns, firecrackers, gunpowder or any other forms of unauthorized hazardous materials). Students are not allowed to use any objects to injure, threaten or intimidate a person.
- e. Fire and Life Safety Equipment to not tamper or interfere with, discharge or activate any life safety or fire equipment on campus unless for the purposes of responding to an emergency. Life safety equipment includes but is not limited to defibrillators, fire extinguishers, fire alarms and emergency phones.
- f. **Guests** to take reasonable steps to ensure your guests comply with this Policy. Students may be held responsible for any breach of the rules committed by your guests on campus.

#### **Interim Suspension**

**11.** If a student has been charged with a breach under this Policy and a student's conduct raises a reasonable apprehension of harm to the student or to others at the University, or the normal functioning of the University, the President or designate may, in their discretion, implement an interim suspension order. A Judicial Hearing will be undertaken as soon as possible and, in any event, no longer than fourteen working days from the laying of the charge.

#### **Process - Main Campus**

**12.** Students who do not comply with these responsibilities may be charged with a breach of this Policy in two ways:

- a. a ticket issued by Campus Community Police (a University of Guelph Offence Notice or "UGON") or
- b. a charge laid by an individual or by the University.

**13.** The hearing process under this Policy is carried out by the Judicial Committee based on the principles of fairness, participation and efficiency.

**14.** The Judicial Committee has authority to issue orders and penalties as outlined in its Terms of Reference. If a student has been found guilty of previous breaches of this Policy or the Residence Community Living Standards, that information is made available to the Judicial Committee for penalty consideration

Information on the Judicial procedures or common penalties may be obtained from the Judicial Website, or by calling the Judicial Officer, University Centre, at extension 52464 or from the Director's Office at Ridgetown campus.

**Process - Regional** Process and Procedures for the Ridgetown campus is available at: http://www.uoguelph.ca/registrar/calendars/diploma/current/

# Periodic Review Process

**15.** This Policy will be reviewed no less than every five years by the Student Rights & Responsibilities Committee. Comments and specific suggestions for amendments or additions to the Policy are welcome at any time and should be referred to the Office of Student Affairs at: st\_affs@uoguelph.ca.

# Statistics Canada - Notification of Disclosure

Statistics Canada is the national statistics agency. As such, Statistics Canada carries out hundreds of surveys each year on a wide range of matters, including education.

In order to carry out such studies, Statistics Canada asks all colleges and universities to provide data on students and graduates. Institutions collect and provide to Statistics Canada student identification information (student's name, student ID number, Social Insurance Number), student contact information (address and telephone number), student demographic characteristics, enrolment information, previous education and labour force activity.

The Federal Statistics Act provides the legal authority for Statistics Canada to obtain access to personal information held by educational institutions. The information may be used only for statistical purposes, and the confidentiality provisions of the Statistics Act prevent the information being released in any way that would identify a student.

Students who do not wish to have their information released are able to ask Statistics Canada to remove their identification and contact information from the national database. For further information, please see Statistics Canada's web site at <<u>http://www.statcan.ca</u>> or write to the Postsecondary Section, Centre for Education Statistics, 17th Floor, R.H. Coats Building, Tunney's Pasture, Ottawa, Ontario, K1A 0T6.

# **University ID Cards**

A University ID Card is issued to each student registered at the University. The following regulations apply:

- 1. The University of Guelph-Humber Card must have: the University of Guelph-Humber logo; the cardholder's surname, first name and identification number; a colour photograph of the cardholder; a bar code for Library check-out privileges; a magnetically encoded stripe on the back of the card; and a brief summary of the rules and regulations for use of the card.
- 2. The Card is the property of the University of Guelph-Humber.
- 3. The Card is not transferable and the cardholder will be responsible for all use made of the Card unless and until written notice is received by the Office of Registrarial Services.
- 4. Presentation of the Card will be required before certain University services will be extended. University services may be denied to an individual who does not present a valid card.
- 5. The Card may not be retained as collateral for any University service except for those services holding and displaying a permit, signed by the Registrar authorizing the withholding of the student, faculty or staff identification card for short periods while that person is utilizing the services offered.
- A University Card will be issued to each new student. New students who do not obtain a card must contact the ID Card Centre at Registrarial Services (GH108) for assistance.
- 7. The University of Guelph-Humber ID Card colour photo must show a clear, front view of the applicant's full face. Hats, headbands or sunglasses may not be worn in the photo. The applicant's eyes must be open and looking directly ahead. Head coverings worn for religious or medical reasons can be worn but must not cover any part of the applicant's face. The head covering must not obscure or obstruct a full front view of the applicant's face, nor can it cast a shadow on the face. Persons with a niqab or burka who require their University ID Card be issued at the University of Guelph-Humber campus will have a female staff member photograph and verify the individual's identity in a private setting.
- Loss or finding of the University Card should be reported to the ID Card Centre at Registrarial Services.
- 9. A service charge will be levied for replacement cards.