



MEMORANDUM OF UNDERSTANDING

Between

Hamilton Oshawa Port Authority

And

Brock University

Between: Hamilton Oshawa Port Authority (HOPA)
605 James St., N., 6th Floor
Hamilton, ON L8L 1K1

And: Brock University ("Brock")
1812 Sir Isaac Brock Way, St. Catharines, ON L2S 3A1

PREAMBLE

Brock and HOPA (the “Participants”) have collaborated and wish to further advance their partnership through initiatives focused on research and education. This partnership will create a collaborative structure that will engage in mutually beneficial experiences, enhance opportunities for students and researchers and value add initiatives for both organizations.

BACKGROUND

1. Brock University is a comprehensive post-secondary educational institution that makes a difference in the lives of individuals in the Brock community, the Niagara Region, Canada, and the world, demonstrates leadership and innovation in teaching and learning across disciplines, and extends knowledge through excellence in research, scholarship, and creativity.
2. As a growing integrated port network, the Hamilton-Oshawa Port Authority offers innovative port and marine assets on the Great Lakes. By investing in high-quality infrastructure and prioritizing sustainability they are developing multimodal spaces to support Ontario’s industries, facilitate trade and build prosperous working waterfronts in Ontario communities.

AGREEMENT

1. Purpose

The purpose of the Memorandum of Understanding (“MOU”) is to formalize the existing collaboration between Brock and HOPA and to establish a framework within which further collaboration may develop.

2. Current collaborations

Brock and HOPA will continue to collaborate on and advance their existing initiatives and projects.

3. Potential collaborations

Brock and HOPA intend to cooperate to explore further potential collaborations.

4. Joint governance committee

The existing collaborations between Brock and HOPA as well as the planning, development, implementation and review of further potential collaborations will be accomplished by a joint governance committee which will comprise an equal number of representatives each from Brock and HOPA. The governance committee will provide insight, oversight, and foresight and meet at least quarterly to discuss and review joint programs, initiatives and new opportunities. The oversight committee shall be co-chaired by a representative of each of the

Participants named by Brock's President and Vice Chancellor; Vice-President, Academic, and Provost; Vice President, Research; Vice-President, Administration; Vice-Provosts; and Deans and shall have administrative support assigned by each Participant.

5. **Points of Contact:** Each Participant will designate and maintain a Point-of-Contact for implementation of the MOU. The designated Points-of-Contact are:

Brock:

Name: Julie Rorison
Title: Manager, Community Relations
Phone: 905-688-5550
Email: jrorison99@brocku.ca

HOPA:

Name: Emily Paivalainen
Title: Communications & Community Relations
Coordinator
Phone: 905-525-4330 x 256
Email: epaivalainen@hopaports.ca

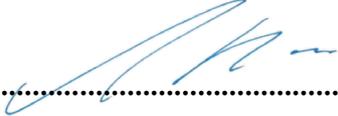
6. **General Provisions:**

- a. **Specific activities:** Specific programs, projects or activities, involving financial, resources, property, human resources and staffing, brand and reputational implications, will be undertaken under this MOU only after a written supplemental agreement under the MOU related to the activity has been signed by Brock and HOPA. The terms and conditions of each activity, including any financial arrangements or contributions and intellectual property provisions, shall be set out in such written agreement and signed by an authorized representative of each Participant.
- b. **Potential activities:** Potential programs, projects or activities involving financial, resources, property, human resources and staffing, brand and reputational implications, will be discussed and identified each year at a meeting between Brock and HOPA.
- c. **Resources:** This MOU does not constitute a commitment of any particular level or type of funding or other resources by either Participant. Each Participant is responsible for its own expenses related to this MOU and any commitment of funds or other resources shall be made under a separate agreement.
- d. **Intellectual property, confidentiality and publicity:** This MOU does not constitute a licence or assignment of intellectual property rights or any other proprietary rights. Any arrangements regarding intellectual property or disclosure of proprietary or confidential information shall be made under a separate agreement. A Participant must obtain the prior written approval

before using the other Participant's name, logo or other intellectual property rights in any publicity.

- e. **Modification:** Any modification of this MOU will be in writing and signed by both Participants.
- f. **Effective Date and Termination.** This MOU will be in effect for a period of 5 years with a program evaluation in 3 years, effective upon the date of the last signature and may be extended or modified by mutual written agreement of the Participants. Either Participant may terminate this MOU by giving 90 days' prior written notice to the other Participant. Any intentions created by this MOU terminate upon expiration or termination of this MOU unless by mutual written agreement of the Participants.
- g. **Non-binding effect:** This MOU places no financial or legal obligations on either of the Participants, nor does it create any legal relationship between them. All activities and initiatives are subject to any applicable requirements of the Parties' respective governing bodies.
- h. **Governing law:** This MOU will be governed by the laws of Ontario and the laws of Canada.
- i. **Signatures.** This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

AGREED by the Participants through their authorized signatories:

HOPA Ports	
By Ian Hamilton	X 
Position: President & CEO	
This 25 day of January '21 in the presence of	
Print name of witness: HOPA Ports Board Chair, Anne Waldes	
Witness signature here:	X 

Brock University	
By Gervan Fearon, PhD	X 
Position: President and Vice-Chancellor	
This 25 day of January '21 in the presence of	
Print name of witness: Board Chair Gary M. Comerford	
Witness signature here:	