



MEMORANDUM OF UNDERSTANDING

Between

MTechHub Innovations Inc.

And

Brock University

Between : MTechHub Innovations Inc. ("MTechHub")
3525 Mainway, Burlington, ON, L7M IA9

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

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. MTechHub is a private sector nonprofit initiative spearheaded by industry. We are focused on improving productivity and competitiveness from the shop floor to the boardroom. MTechHub is the one stop shop to help manufacturers with their digital transformation journey. The digital avalanche is here. However, Canadian SME's have challenges adopting new technology due to budget and expertise limitations. Our mission is that to develop standardized budget friendly technology stacks that SME's can quickly deploy.
3. Brock and MtechHub (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.

AGREEMENT

1 . Purpose

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

2. Current collaborations

Brock and MTechHub will continue to collaborate on and advance their existing initiatives and projects, as set out in Schedule 1.

3. Potential collaborations

Brock and MTechHub intend to cooperate to explore further potential collaborations, including but not limited to the opportunities set out in Schedule 2.

4. 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: April-Dawn Blackwell

Title: Associate Vice-President, Professional and Continuing Studies

Phone: 905-688-5550

Email: ablackwell@brocku.ca

MTechHub

Name: Mark Corker

Title: Executive Director

Phone: 905-467-9390


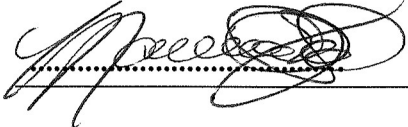
Email: mcorker@mtechhub.com

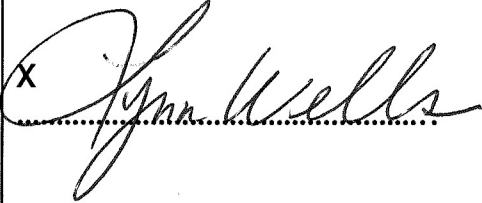
5. General Provisions:

- a. **Specific activities:** Specific programs, projects or activities will be undertaken under this MOU only after a written agreement related to the activity has been signed by Brock and MTechHub. 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. **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.
- c. **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.
- d. **Modification:** Any modification of this MOU will be in writing and signed by both Participants.
- e. **Effective Date and Termination.** This MOU will be in effect for a period of 5 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 30 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.
- f. **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.

- g. Governing law: This MOU will be governed by the laws of Ontario and the laws of Canada.
- h. 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:

MTechHub Innovations Inc.
 By: MARK CORLETT x 
 Position: EXECUTIVE DIRECTOR
 This 29 day of JUNE in the presence of DOZZ
 Print name of witness: Marianne Neel Ward
 Witness signature here: X


Brock University
 By Lynn Wells, PhD x 
 Position: Provost and Vice-President Academic and Interim President and Vice-Chancellor
 This 29th day of June in the presence of
 Print name of witness: April-Dawn Blackwell
 Witness signature here: X
