



MEMORANDUM OF UNDERSTANDING

Between

City of Burlington

And

Brock University

Between: City of Burlington ("City of Burlington")
426 Brant Street
Burlington, ON L7R 3Z6

- and -

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

BACKGROUND

1. Brock 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. The City of Burlington is ranked as Canada's best community and best place to raise a family. It is a City where people, nature and businesses thrive. Burlington Council and the Burlington Leadership Team work towards common objectives in partnership with our community to address our changing city and contribute to the quality of life for residents.
3. Brock and the City of Burlington (together, the "Participants") have been working together to explore the possibility of establishing a Brock campus within Burlington and to identify shared objectives for a long-term partnership in the development of a regional presence for Brock in Burlington
4. The Participants have agreed to enter into this Memorandum of Understanding ("MOU") to formalize their commitment to the establishment of a Brock campus in Burlington and to further collaboration on regional economic development initiatives.

AGREEMENT

1. **Purpose**
The purpose of this MOU is to confirm and formalize the Participants' commitment to the establishment of a Brock campus within Burlington and set out their intent to collaborate on additional regional economic development initiatives.
2. **Collaboration**
In furtherance of the above objectives, the Participants agree to:
 - a. Establish a Brock campus in Burlington to meet the educational and career needs of students and members of the local community and to further support student access to Brock academic programs;
 - b. Collaborate on a needs assessment, engage with council and developers, confirm the site selection, and champion the campus development as may be required for the establishment and success of the Brock campus in Burlington;
 - c. Work together to communicate with key stakeholders on our shared priorities and direction.

- d. Work together on a long-term partnership to support the development of a regional presence for Brock in Burlington. Considering the following items as part of Brock's future activities and expansion of Brock's footprint beyond the initial site:
 - a. Share information on growth and development, including enrolment, in order to assist planning by the City in areas such as community planning and transportation. Ensuring community needs are balanced with student needs;
 - b. Leverage University capacity in support of community priorities in coordination with the City;

3. Strategic considerations

All activities undertaken pursuant to this MOU will take into account and align with the strategic priorities and initiatives of the Participants, including, but not limited to:

- a. The Brock University Institutional Strategic Plan 2018-2025;
- b. The City of Burlington 2015-2040 Strategic Plan;
- c. 2018-2022 Burlington's Plan: From Vision to Focus; and
- d. The Burlington Economic Development Corporation 2018-2022 Strategic Plan.

4. Liaisons

Each Participant will designate and maintain a liaison for implementation of the MOU. The designated liaisons are:

Brock:

Name: Meaghan Rusnell

Title: Executive Director, Government & Community Relations

Email: mrusnell@brocku.ca

City of Burlington / Burlington Economic Development

Name: Mark Steffler

Title: Manager, Innovation and Partnerships

Email: mark@techplace.ca

5. Joint steering committee

The Participants activities under this MOU will be overseen and coordinated by a Joint Steering Committee which will include at least two representatives from each of the Participants as well as the MOU Liaisons. The committee will meet at least quarterly to discuss and review the planning, development, and implementation of the activities contemplated by this MOU. The committee will be co-chaired by a representative of each of the Participants and shall have administrative support from Brock.

6. General Provisions

- 6.1. **Nature of agreement:** The Participants acknowledge that this MOU is non-binding and places no financial or legal obligations on the Participants, nor does it create any legal relationship between them.
- 6.2. **Resources:** This MOU does not constitute a commitment of any particular level or type of funding or other resources by either Participant, but does not preclude other formal agreements between the Participants in support of the Brock campus in Burlington. 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.
- 6.3. **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 prior written approval before using another Participant's name, logo or other intellectual property rights in any publicity.
- 6.4. **Modification:** Any modification of this MOU will be in writing and signed by all Participants.
- 6.5. **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 90 days' prior written notice to the other Participant. Any intentions created by this MOU terminate upon expiration or termination of this MOU unless otherwise agreed by the Participants.
- 6.6. **Signatures.** This MOU may be executed by electronic signature and 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.

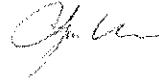
AGREED by the Participants through their authorized signatories:

BROCK UNIVERSITY



Dr. Gervan Fearon
President & Vice-Chancellor

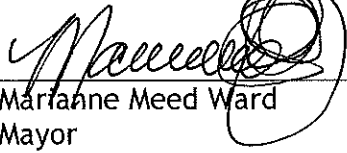
Date: October 23, 2020



Dr. Lynn Wells
Provost & Vice-President,
Academic

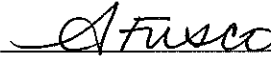
Date: October 23, 2020

CITY OF BURLINGTON



Marianne Meed Ward
Mayor

Date: November 2, 2020



Kevin Arjoon Amanda Fusco
Deputy City Clerk

Date: November 2, 2020

