



MEMORANDUM OF UNDERSTANDING

Between

Niagara Workforce Planning Board

And

Brock University

Between: Niagara Workforce Planning Board ("NWPB")
3550 Schmon Parkway, Unit 1B, Second Floor,
Thorold, ON L2V 4Y6

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

PREAMBLE

Brock and NWPB (the “Participants”) have a history of collaboration within the Niagara community. Our goal is to expand those collaborations to be more inclusive of various departments at Brock and of the various projects and activities of the NWPB. We aspire to mutually supporting the Niagara community in support of a diverse and talented workforce within a prosperous community.

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. NWPB is a not-for-profit, non-government organization serving the Niagara region and its municipalities. NWPB’s mission is to support local community organizations by providing objective, accurate and research-focussed workforce research to enhance planning and decision making. NWPB works in partnership across Niagara to address workforce development challenges and find solutions. They also orchestrate the Niagara Immigrant Employment Council and offer an Immigrant Mentorship Program as part of their initiative to create a more diverse and inclusive Niagara.

AGREEMENT

1. **Purpose**
The purpose of the Memorandum of Understanding (“MOU”) is to formalize the existing collaboration between Brock and NWFPB and to establish a framework within which further collaboration may develop.
2. **Current collaborations**
Brock and NWFPB will continue to collaborate on and advance their existing initiatives and projects, as set out in Schedule 1.
3. **Potential collaborations**
Brock and NWFPB intend to cooperate to explore further potential collaborations, as set out in Schedule 2.
4. **Joint governance committee**
The existing collaborations between Brock and NWFPB as well as the planning, development, implementation and review of further potential collaborations will be accomplished by a joint oversight committee which will comprise an equal number of representatives each from Brock and NWFPB. The governance committee will provide insight,

oversight, and foresight and meet at least quarterly to discuss and review joint programs, initiatives and 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: 905.321.6834
Email: jrorison99@brocku.ca

NWFPB

Name: Vivian Kinnaird
Title: Chief Executive Officer
Phone: 905-641-0801 ext 127
Email: vivian@niagaraworkforceboard.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 NWFPB. 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. Schedule 1 will be updated annually to reflect the list of specific programs, projects and/or activities being conducted by Brock and NWFPB under this MOU.
- 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 an annual meeting between Brock and NWFPB and added to Schedule 2. Schedule 2 will represent a list of potential activities to be explored for implementation by the appropriate representatives of each partner.
- 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.
- 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.