



MEMORANDUM OF UNDERSTANDING

Between

Tools of Empowerment for Success (TOES) Niagara

And

Brock University

Between: Tools of Empowerment for Success (TOES) Niagara
Suite 104, 76 Division St
Welland, ON, L3B 6B3

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

PREAMBLE

Brock and TOES Niagara (the "Participants") have collaborated on many projects and wish to formalize the intention to collaborate on research, teaching and learning and service-oriented initiatives that support the Participants strategic priorities and organizational goals. This MOU is an expression of the Participants intention to develop further partnerships and projects for the mutual benefit of the Participants organizations and the local community.

This MOU is the beginning of an ongoing relationship between the Participants and as such, is general in nature. Should the Participants identify collaborative programs and projects that will require financial resources or approval by governing bodies of either Participant, including the Brock University Board of Trustees (i.e., financial resources) or Senate (e.g., academic program), a separate, specific program / project agreement shall follow.

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. Brock has made a commitment to being a community-engaged university and enhancing the life and vitality of the local region and beyond through partnerships and collaborations with community partners.
2. TOES Niagara is a not-for-profit organization founded in 2013 whose mandate is empowering immigrant & marginalized women and their families through holistic, intersectional lens programming initiatives which sit within 5 strategic impact areas of development (economic, leadership, education for sustainable development, social and personal development) to help achieve gender and racial equity. Since 2013, TOES Niagara has delivered knowledge and support to forge new opportunities by addressing key social and political issues impacting women and their families with the aim of removing social and cultural barriers preventing clients from achieving their full potential educationally, socially and economically.

AGREEMENT

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

2. **Current collaborations**
Brock and TOES Niagara will continue to collaborate on and advance their existing initiatives and projects, as set out in Workplan Schedule 1.
3. **Potential collaborations**
Brock and TOES Niagara intend to cooperate to explore further potential collaborations, as set out in Workplan Schedule 2.
4. **Joint governance committee**
The existing collaborations between Brock and TOES Niagara 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 TOES Niagara. 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: Amanda Laprise
Title: Community Relations Advisor
Phone: 289-929-0445
Email: alaprise@brocku.ca

TOES Niagara:

Name: Nyarayi Kapisavanhu
Title: Executive Director
Phone: 905-964-1284
Email: nyarai@toesniagara.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 TOES Niagara. 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 TOES Niagara 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 TOES Niagara 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.

AGREED by the Participants through their authorized signatories:

Tools of Empowerment for Success
(TOES) Niagara

By: Nyarayi Kapiswanhu

Position: Executive Director

This 05 day of July ²⁰²¹ in the presence
of

Print name of witness: Tony Forestieri

Witness signature here: X

T Forestieri

X

[Signature]

Brock University

By Gervan Fearon, PhD

Position: President and Vice-Chancellor

This 28 day of June in the presence
of

Print name of witness: Lynn Wells

Witness signature here: X

[Signature]

X

[Signature]