



MEMORANDUM OF UNDERSTANDING

Between

Niagara Parks Commission

And

Brock University

Between: The Niagara Parks Commission ("NPC")
7400 Portage Road South, Niagara Falls, ON, L2E 6T2

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. The Niagara Parks Commission (“NPC”), is a board-governed operational enterprise agency of the Ontario Ministry of Tourism, Culture and Sport, operates under the provisions of the Niagara Parks Act. Niagara Parks plays a pivotal role in Niagara and in Ontario, preserving and promoting a globally significant geography (the Niagara River corridor) as well as cultural heritage sites, while supporting a robust tourism experience for guests from Ontario, Canada and around the world. Funded by its numerous revenue-producing operations and welcoming millions of visitors annually, Niagara Parks’ diverse offerings include natural attractions, locally sourced restaurants, renowned gardens, parks, trails, championship golf courses, the Niagara Parkway, Niagara River Recreation Trail, School of Horticulture, heritage sites and architectural assets, while ensuring public safety through the Niagara Parks Police Service.
3. Brock and NPC (the “Participants”) have collaborated on initiatives pertaining to NPC’s mandate for environmental stewardship, and strategic objectives and sustainable tourism initiatives. Sustainability is one of Brock’s seven core values, and the collaborative undertaking further extends Brock’s engagement and leadership in Niagara - an essential part of the university’s mandate.

AGREEMENT

1. **Purpose**
The purpose of the Memorandum of Understanding (“MOU”) is to formalize the existing collaboration between Brock and NPC and to establish a framework within which further collaboration may develop.
2. **Current Collaborations**
Brock and NPC will continue to collaborate on and advance their existing initiatives and projects, as set out in Schedule 1.
3. **Potential Collaborations**
Brock and NPC intend to cooperate to explore further potential collaborations, including (but not limited to) the opportunities set out in Schedule 2.
4. **Joint Oversight Committee**

The existing collaborations between Brock and NPC as well as the planning, development, implementation and review of further potential collaborations will be overseen by a joint oversight committee which will comprise of an equal number of representatives each from Brock and NPC. The oversight committee will 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 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: Daniel Grubb

Title: Director, Government and Community Relations

Phone: 906-688-5550

Email: dgrubb@brocku.ca

NPC:

Name: David Adames

Title: CEO

Phone: 905-356-2241 x 2238

Email: dadames@niagaraparks.com

6. 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 NPC. 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:

Niagara Parks Commission

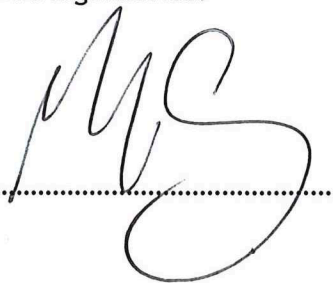
By: Graham Coveney

Position: Vice-Chair of Niagara Parks Commission

This 29th day of April 2024 in the presence of

Print name of witness: David Adames

X



Witness signature here: X

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Brock University

By: Dr. Lesley Rigg

Position: President and Vice-Chancellor

This 29th day of April 2024 in the presence of

Print name of witness: Meaghan Rusnell

Witness signature here: X

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X

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SCHEDULE 1 - EXISTING COLLABORATIONS

- Collaboration #1
 - Project name: Individual interventions to transform water governance
 - Project description: Identification of intervention tactics to build empathy towards water resilience
 - Project leads: Dr. Julia Baird
 - Project timelines: 2022-2025
 - Project deliverables: Development of guide of how to shift attitudes towards water resilience.

- Collaboration #2
 - Project name: Response of trees to recent and future climate conditions
 - Project description: Evaluation of annual growth rates for trees along the Niagara River corridor and their sensitivity to past, current, and future climate conditions - with a focus on how climate change might impact the common species of the area.
 - Project leads: Dr. David Goldblum, Dr. Michael Pisaric
 - Project timelines: 2023-2026
 - Project deliverables: Provide Niagara Parks forest managers with information on vulnerability of tree species to climate change; provide undergraduate students with experience evaluating forest health and sustainability.

- Collaboration #3
 - Project name: Re-interpreting Niagara Parks
 - Project description: A multi-year, site-specific re-interpretation plan that aligns with Niagara Parks' key messaging and values, and involves faculty, instructors, and undergraduate and graduate students from across the Faculty of Humanities. Additional focus will be placed on Black and Indigenous experiences. Themes may include: environment; industry; tourism; sport and leisure; peace and conflict; history, heritage and memory. Interpretation components may include: bilingual interpretive panels; tours and creative performances; art exhibitions and interventions; interactive media.
 - Project Lead: Elizabeth Vlossak
 - Project Timelines: 2024-2029
 - Project Deliverables: New interpretative content and assets for a Niagara Parks site. Experiential and service-learning opportunities for undergraduate and graduate students (partner units may include History, Modern Languages, English, Digital Humanities, Canadian Studies, Visual Arts, Dramatic Arts, and Music). Public facing-scholarship and knowledge mobilization opportunities for faculty and graduate students (MA and PhD) in the Humanities.

SCHEDULE 2 - POTENTIAL COLLABORATIONS

The following activities, initiatives and projects reflect potential collaborations between the Participants. These activities are not exhaustive of all potential collaborations and each example is subject to further discussion, negotiation and signed written agreements between the Participants.

1. Enhancing science and knowledge mobilization of Niagara Parks properties.
2. Student engagement opportunities for Indigenous-identified Brock students, and for all students to engage with Parks on projects related to Indigenous histories and ways of knowing.
3. Environmental sustainability and stewardship of Niagara Parks properties including:
 - a. Collaboration on research projects and initiatives related to the 2020-2030 Stewardship Action Plan.
 - b. Experiential education and co-op opportunities for students.
4. Professional and Continuing Studies opportunities
 - a. The Environmental and Sustainability Research Centre (ESRC) launched a Leadership in Environmental Sustainability Certificate program in Fall 2023. This professional and continuing studies option is open to all levels of learners and consists of four credits (2 required, 2 electives). This could be a professional development opportunity for NPC staff in developing a foundational knowledge of environmental sustainability. Courses will be delivered online, with flexible timelines and multiple pathways to complete the certificate requirements.