



## MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION

Between

**NORTH ISLAND COLLEGE**  
Courtenay, British Columbia, Canada

And

**TE PŪKENGA - New Zealand Institute of Skills & Technology**  
New Zealand

*North Island College is honoured to acknowledge the traditional territories of the combined 35 First Nations of the Nuu-chah-nulth, Kwakwaka'wakw and Coast Salish traditions, on whose traditional and unceded territories the College's campuses are situated*

Located in Courtenay, British Columbia, North Island College is a special purpose public college that is committed to high quality and excellence in its programs and services. It offers more than 900 courses and 70 credit programs supported by a dedicated faculty, staff and administration – all working together to support learner success.

Te Pūkenga - New Zealand Institute of Skills and Technology ("Te Pūkenga") is a New Zealand Crown entity and national tertiary education provider which delivers classroom, online, and on-job learning. The creation of Te Pūkenga is the response to the New Zealand Government's 2019 announcement that there would be critical changes to the vocational education system, including on-the-job training. These changes are known as the Reform of Vocational Education. The composition of Te Pūkenga is the result of a statutory reorganisation of the 16 Institutes of Technology and Polytechnics and 11 transitional industry training organisations.

1. This MEMORANDUM OF UNDERSTANDING (MOU) is designed to foster a mutually beneficial relationship through cooperation in teaching and research between North Island College (“NIC”) and Te Pūkenga hereinafter jointly referred as the “Parties”. No financial obligations are assumed under this MOU.
2. The Parties have reached agreement that further discussion and exploration should occur between the Parties on the following potential areas of cooperation, subject to mutual consent and the availability of sufficient funding:
  - Exchange of faculty
  - Joint research development and program development
  - Transfer of credits/credential for degree/diploma completion
  - Double degree opportunities
  - Participation in seminars and academic meetings
  - Exchange of academic materials and other information
  - Special short-term academic programs
  - Virtual classroom collaborations
  - Student exchange for research and study
3. The terms of such mutual assistance and funding for any specific program, initiative and/or activity shall be mutually discussed and agreed in writing by both parties by way of separate agreement prior to the initiation of a particular program, initiative and/or activity.
4. Each institution will designate an individual to coordinate this relationship and all endeavors that may derive from it. For this purpose, Te Pūkenga designates Will Tregidga, International Representative and North Island College designates Romana Pasca, Manager, International Projects, Partnerships and Global Education, Office of Global Engagement. Any notice provided under this MOU may be given by sending that notice to the relevant email addresses referred below, or such other email address notified by a party from time to time and shall be deemed to have been received once sent and without notification having been received by the sender of an incomplete transmission.

If being sent to Te Pūkenga email to:

[international@tepukenga.ac.nz](mailto:international@tepukenga.ac.nz)

always with a copy to be sent at the same time to: [legal@tepukenga.ac.nz](mailto:legal@tepukenga.ac.nz)

If being sent to NIC email to:

Romana.Pasca@nic.bc.ca

5. No amendment, consent, or waiver of terms of this MOU shall bind either party unless in writing and signed by all Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. The Parties to this MOU, by the signatures below of their authorized representatives, acknowledge having read and understood this MOU and agree to be bound by its terms and conditions.
6. This MOU shall commence on the date of latest signature and be in effect for five (5) years, at which time it shall be reviewed for possible extension. Either party may terminate this MOU by written notification signed by the appropriate official of the institution initiating the notice. However, such notification must be received by the other party at least six (6) months prior to the effective date of termination.
7. This MOU may become the basis for more specific areas of cooperation and collaboration which will be formally agreed in separate agreements.

#### FORCE MAJEURE

8. The Parties will be released from their obligations under this MOU in the event of national emergency, war, prohibitive government regulation or any other matter beyond the control of the Parties that renders the performance of this MOU unfeasible. No funds will be due or payable under this MOU.

#### CONFIDENTIALITY

9. In this MOU "Confidential Information" means:
  - (a) this MOU, any and all material, information and data in any form related to this MOU; and/or
  - (b) information relating to the business, operations or financial affairs of a party; and/or
  - (c) personal identity and/or employment information shared under this MOU that is not intended for distribution to third parties; and/or
  - (d) intellectual property; and/or

- (e) any other information that is expressed or that would otherwise reasonably be considered to be confidential (including that which relates to any related organisation of a party),

that is made available (either directly or indirectly) by one party to the other party as a consequence of this MOU and regardless of whether it was obtained before or after the date of this MOU but does not include:

- (a) information that was freely available and accessible for use in the public domain on the date of its receipt;
- (b) information that enters the public domain after the date of its receipt other than by unauthorised disclosure.

10. Each party shall only use Confidential Information that has been made available by the other party and which it receives in connection with this MOU for the purpose that it was provided and shall not disclose it to anyone, except:

- (a) to its officers, employees, service providers and advisers to the extent necessary for the purposes of this MOU;
- (b) with prior written consent;
- (c) where necessary for its insurance purposes;
- (d) to its regulators or where it is required by the a government authority;
- (e) for the purpose of resolving any dispute that arises under this agreement; and/or
- (f) if required to do so by the operation of law.

provided that prior to disclosure of any Confidential Information pursuant to clauses 10 (a) – (c), the disclosing party shall first ensure that the recipient of that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Agreement.

11. Where this MOU is terminated, all Confidential Information that has been made available by one party to the other party, shall be returned to the party that had made it available and/or destroyed, provided however that a copy of confidential information may be retained for legal, regulatory, insurance or audit purposes on

the basis that that such Confidential Information is maintained in accordance with the obligations of confidentiality specified in this MOU.

#### STATUS OF MOU

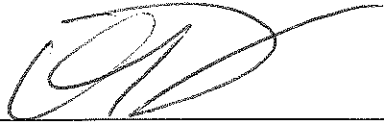
12. The Parties agree that, except for clauses 4 – 15 (inclusive), nothing contained in this MOU shall be legally binding and enforceable.

#### RESOLUTION OF DISPUTES

13. Where any dispute arises between the Parties under this MOU, the following process will apply:
  - (a) The Parties must first use reasonable endeavours to resolve the dispute by discussion.
  - (b) If unresolved the dispute will be referred to mediation. Mediation may be initiated by either party. The party initiating mediation must give written notice to the other party explaining what is in dispute. The parties will agree (acting reasonably) on a suitable person to act as mediator or if one cannot be agreed, the Resolution Institute will be requested to appoint one. Given the respective location of each party, it is anticipated that any mediation may be conducted virtually, through video conference, telephone or other suitable medium.
14. Nothing in this MOU will prevent a party from seeking urgent interlocutory relief from a court of competent jurisdiction.

#### GOVERNING LAW

This MOU will be governed in accordance with the laws of New Zealand and the New Zealand courts shall have non-exclusive jurisdiction to determine any dispute that arises from it.

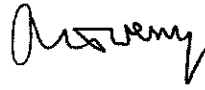


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Dr. Lisa Domae  
President

North Island College

Date: 03/17/2023  
(M/D/Y)



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Andrew McSweeney  
Deputy Chief Executive – Learner and  
Employer Experience Attraction  
Te Pūkenga – New Zealand Institute of  
Skills and Technology

Date: 03/15/2023  
(M/D/Y)