

This MEMORANDUM OF UNDERSTANDING DATED the 23rd day of January, 2012.

BETWEEN:

NORTH ISLAND COLLEGE (“NIC”)

- and -

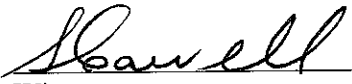
THE UNIVERSITY OF MANITOBA

WHEREAS:

- A. North Island College and The University of Manitoba, for the purpose of furthering cooperation through educational and academic exchanges, hereby affirm their intent to promote such cooperation activities as will be of mutual benefit for their respective institutions. Cooperation activities considered here may include but may not be limited to:
1. Development of mutually beneficial academic programmes and courses;
 2. Coordination of academic staff mobility for purposes of teaching, research and training;
 3. Coordination of student mobility programs for study and research;
 4. Coordination of academic activities such as joint research, publication and symposia;
 5. Exchange of documentation and research materials in fields of mutual interest provided that, to the best knowledge of the respective institutions, there is no prohibition at law or otherwise against the exchange; and
 6. Other activities considered by the parties to be of benefit to each party's education and research programs.
- B. Details of the implementation of any particular cooperation activity resulting from this Memorandum of Understanding shall be negotiated between the two institutions as such specific case may arise, and will be outlined in a Supplementary Agreement between the institutions. Supplementary Agreements are subject always to availability of sufficient funds at the respective institutions.
- C. The institutions recognize that this cooperative relationship may result in the development of various types of intellectual property and technology transfer. The institutions are committed to working in good faith to develop fair principles for dealing with intellectual property and technology transfer, including ownership, use, publication, and confidentiality. These principles will be developed in accordance with the parties' respective policies and collective agreements and will be incorporated into the Supplementary Agreements.
- D. Both parties shall designate a liaison office for this Memorandum of Understanding and for any Supplementary Agreements. For NIC, the office shall be the Office of the Vice President, Student and Educational Services and Planning. For the University of Manitoba, the liaison office shall be the Dean's Office, Extended Education.
- E. This Memorandum of Understanding reflects the commitment of the institutions to academic educational and research cooperation as of the date first written above.

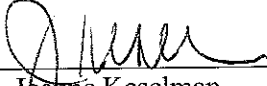
- F. This Memorandum of Understanding may be amended by mutual written agreement
- G. This Memorandum of Understanding may be terminated at any time by either party, provided that notice of termination is provided by the notifying party to the other party at least ninety (90) days in advance of the date on which the termination is intended to become effective. Any termination of this Memorandum of Understanding shall not have effect on any arrangement in place at the time that the notice is provided, where the arrangement arises from any Supplementary Agreements resulting from this Memorandum of Understanding. Supplementary Agreements may only be terminated in accordance with the terms contained therein.

IN WITNESS WHEREOF the parties hereto have executed the Memorandum of Understanding as of the date first written above

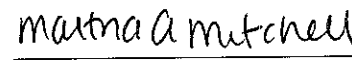


Witness

THE UNIVERSITY OF MANITOBA

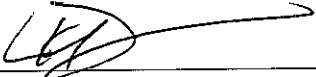
Per: 

Dr. Joanne Keselman
Vice-President (Academic & Provost)
The University of Manitoba



Witness

NORTH ISLAND COLLEGE

Per: 

Lisa Domae
Vice President, Student and Educational
Services and Planning
North Island College