



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") updated the 29 day of September, 2023

#### **BETWEEN:**

**North Island College**, a corporation under the *College and Institute Act* of British Columbia and having its administrative offices at 2300 Ryan Road, Courtenay, British Columbia, V9N 8N6, Canada

("NIC")

#### AND:

**The Vancouver Island Health Authority,** a regional health authority established under the Health Authorities Act (British Columbia) with its administrative offices at 1952 Bay Street, Victoria, British Columbia V8R 1J8, Canada

# ("Island Health")

#### PREAMBLE:

- 1. NIC and Island Health have developed strategic plans outlining their respective mission statements, values and strategic directions. Both parties believe in supporting the strategic direction, quality and success of each other in their respective roles, and working collaboratively for mutual benefit.
- 2. NIC and Island Health are committed to collaborative initiatives that are innovative and responsive to the health care needs of populations served by Island Health.
- 3. NIC and Island Health are committed to embedding cultural safety into health service delivery for First Nations, Métis and Inuit peoples and fostering collaborative opportunities that are equitable, diverse and inclusive.
- 4. NIC and Island Health are committed to building a strong and collaborative relationship, and to establishing optimal processes that enable co-operation, creativity and innovation for the conduct of health leadership and health services research, knowledge translation and the development of learning health system capacity on Vancouver Island.

# **SHARED GOALS:**

The parties agree as follows:

- 5. To execute this Memorandum of Understanding as an enabling agreement to formalize collaboration related to health leadership and health services research (Collaboration).
- 6. To jointly promote and profile the Collaboration with regional, provincial, and national policy and funding organizations such as the BC Ministries of Health; Community, Sport and Cultural Development; and Advanced Education, the Public Health Agency of Canada, First Nations and Inuit Health Branch, Canadian Institutes of Health Research, Canadian Health Services and Policy Research, Michael Smith Health Research BC, the Social Sciences and Humanities Research Council, the Canada Foundation for Innovation and community and hospital foundations.

- 7. To seek opportunities to further research and innovation for the purpose of improving the health and quality of life for people living in regions served by Island Health. Such health leadership and health services research may include, but is not restricted to, research on health provider education and professional development, research on health services systems leadership, and integrated knowledge translation.
- 8. To create an environment across and between the organizations that will enable and support a broad spectrum of transformative and innovative health and health care research with related goals of:
  - Enhancing the regional, provincial, national, and/or international health research profile of both organizations;
  - Seeking opportunities to broaden the Collaboration and to share knowledge, experiences, and expertise with other jurisdictions, nationally and internationally, with similar interests;
  - Creating opportunities for collaborative health research and attraction of related funding;
  - Supporting increased research capacity and innovative research in health services and policy, health care provision and professional education aligned with NIC and Island Health strategic priority areas.
  - Developing a robust and nimble knowledge management system across the partner organizations which will enable social innovation through transference of research into practice throughout Island Health;
  - Building a supportive environment that enhances the recruitment and retention of skilled personnel;
  - Seeking opportunities to share knowledge with other rural academic and service organizations focused on improving the health and wellbeing of populations served by Island Health.
- 9. To work collectively to enhance opportunities for undergraduate and graduate student involvement in health related research projects and to help develop research, business acuity, equity, diversity, inclusion, cultural safety competency and professional communication skills, both within and outside the classroom. The mandates of both organizations intersect in a particular focus on communityengagement skills and projects.
- 10. The Parties agree to hold regular conversations on a quarterly basis to discuss ways to achieve mutual goals.

# SCOPE:

- 11. This Memorandum of Understanding (MOU) is designed to serve as an expression of the intentions of both Parties. It recognizes that this MOU does not mean the Parties are precluded from seeking the same goals singly or in tandem with other third-party collaborators. It allows flexibility for both parties to comply with procurement policies in place at their respective organizations.
- 12. This MOU is a "statement in principle" for collaboration, rather than a binding contract for that collaboration. Specific joint initiatives that require the exchange of funds, services, or intellectual resources will be negotiated and attached as a Schedule A in the spirit of the shared vision and principles articulated in this document.

# TERM, RENEWAL, TERMINATION AND AMENDMENT:

- 13. This MOU is effective from the date written above and will continue unless terminated by either party upon written notice to the other. This MOU will be reviewed annually by the Research Department at Island Health and the Centre for Applied Research, Technology and Innovation (CARTI) at NIC. Revisions will be mutually agreed to in writing by both organizations.
- 14. Any specific collaborative research projects will be subject to the terms of an inter-institutional agreement.

# FINANCIAL LIABILITY:

15. This MOU is made in good faith between the two parties, with the purpose of continuing mutual collaboration, support and information. Each party will pay all of its own costs and expenses concerning all activities and matters under this MOU. This MOU does not impose any financial liability or responsibility on either party with respect to the costs or expenses of the other.

#### **CONFIDENTIAL AND PROPRIETARY INFORMATION:**

16.Prior to the exchange of any information between the parties of a confidential or proprietary nature, the parties will each execute and deliver to the other a confidentiality and non-disclosure agreement.

#### **PUBLICITY:**

17.All publications and publicity, regardless of media, with respect to this MOU require the written consent of both parties prior to being released.

#### **RELATIONSHIP:**

18. The parties entering into this MOU are independent. Nothing in this MOU constitutes a party to be an agent or partner of the other party in any respect and neither party will have any authority with respect to the property or business of the other party.

#### LICENSING:

19.No license or conveyance of any rights to either party under any business contracts, copyrights, or other form of intellectual property is granted or implied by the exchange of confidential information between the parties.

#### **ADMINISTRATION AND NOTICES:**

20. The parties have each assigned an authorized individual to be responsible for the implementation, monitoring and evaluation of this MOU. Notices required to be given by either party under this MOU will be sent to the other by registered mail, facsimile or personal delivery to the following:

Dawn Waterhouse, PhD, MBA Research Business Manager Island Health 1952 Bay Street Memorial Pavilion, Kenning Wing 1 Dawn.Waterhouse@islandhealth.ca Naomi Tabata Manager, CARTI North Island College 1685 S Dogwood Campbell River, British Columbia, V9W 8C1 carti@nic.bc.ca

# LEGAL EFFECT OF MOU:

- 21. This MOU specifies general areas of potential exchange and cooperation and merely sets out the general basis upon which we intend to proceed. Except for the sections titled Financial Liability, Confidential and Proprietary Information, and Publicity, this MOU is a non-binding agreement between the parties and does not commit either party to enter into any binding or legal arrangements. The sections titled Financial Considerations, Confidential and Proprietary Information, and Publicity will each be binding upon the parties and will be governed as to their interpretation and effect by the laws of the Province of British Columbia, Canada.
- 22. The parties will cooperate fully with each other and should projects or initiatives of mutual interest be identified, the parties will prepare a formal agreement embodying the terms governing these projects or initiatives, forming separate agreements outside this MOU.

In Witness Whereof the parties have executed this Memorandum of Understanding on the effective date above:

# North Island College

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Tony Bellavia Vice President Academic

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Vancouver Island Health Authority

Krista Allan Vice President, Quality, Research and Chief Nursing & Allied Health Officer