



**Fleming College**

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**MEMORANDUM OF UNDERSTANDING**

between

**Institute of Technology Sligo  
(IT Sligo)**

and

**Sir Sandford Fleming College of Applied Arts and  
Technology  
(Fleming)**

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**June 2016**

## **PARTIES TO THE MEMORANDUM**

The Parties to this Memorandum of Understanding are the **Institute of Technology Sligo** (hereinafter referred to as "**IT Sligo**"), whose address is Ash Lane, Sligo, F91YW50, Ireland and **Sir Sandford Fleming College of Applied Arts and Technology** (hereinafter referred to as "**Fleming College**"), located at 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada.

### **1.0. OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding (MoU), and the laws, rules, regulations and national policies from time to time in force in each institutions country and/or province, will strengthen, promote and develop co-operation in education, training, research, development and innovation on the basis of equality and mutual benefit.

Specific agreements in areas of common interest between Fleming College and IT Sligo will be appended to this Master Agreement (MA) in the form of schedules as they are developed.

### **2.0. PRINCIPLES FOR CO-OPERATION**

The principles of co-operation for this Memorandum of Understanding, and any specific agreements are as follows:

- The uniqueness of the postsecondary educational systems and educational approaches in each jurisdiction shall be respected.
- The co-operation shall result in enhancing the learning experiences of students and the enrichment of faculty.
- The co-operation shall advance the quality of career-oriented postsecondary education and training and/or applied research.

### **3.0. AREAS OF CO-OPERATION**

IT Sligo and Fleming College will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in their respective countries and/or province, take the necessary steps to encourage and promote co-operation in the following areas:

- Degree completion opportunities at IT Sligo (up to PhD level) for graduates of Fleming College.
- Certificate, Diploma, Advanced Diploma, or Postgraduate Certificate completion opportunities at Fleming College for graduates of IT Sligo Higher Certificate programs.
- Professional development of faculty and administrative staff.
- Faculty, student and administrative exchanges.
- Partnerships in innovation and applied research, including potential for joint research.

- Distance education.

The list is not exhaustive and other areas of collaboration and co-operation may be agreed to by the Parties, and included within the terms of the Memorandum of Understanding.

#### **4.0. FINANCIAL ARRANGEMENTS**

The Parties recognize and accept the importance of giving advance notice to students of the likely full-cost of completing programme(s) of study.

#### **5.0. INTELLECTUAL PROPERTY**

The Parties agree that the ownership of intellectual property developed within IT Sligo or Fleming College belongs to those institutions and no action will be taken to compromise such ownership.

In the event that intellectual property is derived through the operation of this Memorandum of Understanding, the Parties, and the respective institutions, will seek to reach agreement on ownership.

#### **6.0. DATA SHARING**

In order to determine the success of the agreement(s), IT Sligo and Fleming College will follow the progress of participating students. Both institutions will provide each other with regular (frequency to be determined) progress reports concerning the participants.

#### **7.0. EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

#### **8.0. ENTRY INTO EFFECT AND DURATION**

This Memorandum of Understanding will come into effect on the last date of signing and will remain in effect for a period of **five (5)** years.

This Memorandum of Understanding may be extended for a further period as may be agreed in to writing by the Parties.

#### **9.0. MARKS, LOGOS, AND NAMES**

The Parties shall seek permission from the other before using the other's name, trademark, logo, or other associated mark in any promotional material. Upon the expiration or termination of the this agreement, the Parties shall forthwith at their own cost and expense, discontinue the display of the other's Marks.

## **10.0. CONFIDENTIAL INFORMATION**

IT Sligo acknowledges that Fleming College is an educational institution to which is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario). To extend that IT Sligo or its Representatives receive any Personal Information concerning Fleming's faculty, students, staff they shall (i) not disclose such information to any third party without prior written consent from Fleming College; (ii) disclose such information only to its Representatives who require it to discharge their duties and functions; and (iii) be responsible to Fleming College for any breach for this provision by it or its Representatives.

Each agrees to maintain in confidence and safeguard all Confidential Information of the other as well as any Personal Information disclosed to it by the other Party. More specifically, each agrees to: (i) use the Confidential Information only for the purpose of fulfilling the intent of this Agreement; (ii) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information; (iii) disclose Confidential Information only to its employees, directors, officers, students, agents, and contractors ("Representatives") who have a "need to know" and who shall be made aware of, and be required to observe and comply with the covenants and obligations contained herein; (iv) assume all liability for any breach of this Agreement by it or its Representatives; and (v) treat Personal Information as required by Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario).

Notwithstanding any other provision of this Agreement, each acknowledges that the obligations of article 12 (Confidential Information) herein shall not apply to information that is:

- I. available to the public at the time of disclosure, or subsequent becomes available to the public without fault of Recipient;
- II. was publicly available at the time it was transmitted to the receiving party
- III. is required to be disclosed by law or by any other governmental agency

The Parties agree that any violation of this confidentiality will result in irreparable damage to the other.

## **11.0. SETTLEMENT OF DISPUTES**

Disputes arising from this Agreement shall be governed a joint committee made up of an equal number of representatives from both Parties. The committee will be responsible for the resolution of any and all disputes. The Parties agree that any and all such disputes shall be solely within the jurisdiction of this committee and the rulings or findings of this committee shall be final and binding for other Parties. The committee's rulings or findings shall be limited to the scope of this Agreement and shall not be precedent setting on any other agreement between the Parties. If a dispute is not settled by the Parties within sixty (60) days of the negotiation process, either Party may invoke the Arbitration clause as provided below.

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to an finally resolved by the International Commercial Arbitrations Act (ICAA) RSO 1990, c. I.9 in accordance with the United Nation's Commission on International Trade Law (UNCITRAL) Model Rules.

To resolve any dispute the arbitration shall: (1) be before a single arbitrator appointed in accordance with the Rules; (ii) take place in the jurisdiction of London, United Kingdom; (iii) be conducted in the English language; (iv) be final and binding and may be enforced in the same manner as a judgement or order to the same effect pursuant to the Act, and no appeal shall lie therefrom except on questions of law; and (v) be governed in its procedure and substance by the laws of the Province of Ontario and the laws of Canada applicable therein.

## **12.0. SUSPENSION AND TERMINATION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

Either Party may terminate this Memorandum of Understanding by giving six months written notice to the other party. In the event of such notice being given, the Parties agree that students will not be disadvantaged in the completion of their programmes of study.

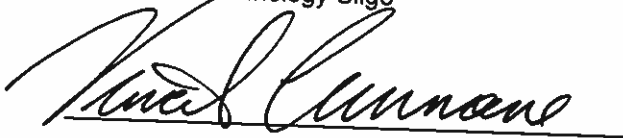
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**OFFICERS RESPONSIBLE FOR MANAGING  
THE MEMORANDUM OF UNDERSTANDING**

The President of IT Sligo and the President of Fleming College will have responsibility for managing the implementation of the terms of this Memorandum of Understanding. This responsibility may be delegated to relevant members of staff in each organization.

**SIGNATURES**

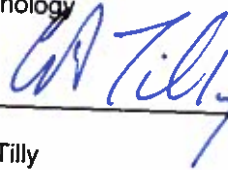
For, and on behalf of,  
Institute of Technology Sligo



President Professor Vincent Cunnane

Date


For, and on behalf of,  
Sir Sandford Fleming College of Applied Arts  
and Technology



Dr. Tony Tilly  
President

Date

September 29, 2016



JUDITH LINKILDE  
~~Laurel Schollen~~  
Vice-President, Academic

Date

September 27/16.

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