



Memorandum of Understanding

between

Turku University of Applied Sciences

and

Sir Sandford Fleming College of Applied Arts and Technology

Introduction

Through this agreement both parties declare:

1. Turku University of Applied Sciences, hereinafter referred to as TUAS

- a. That TUAS is a publicly-funded institution of higher education accredited by the Ministry of Education and Culture in the Republic of Finland, and offering education and training at an undergraduate and graduate level.
- b. That Dr. Juha Kettunen was appointed as Rector by Turku City Board and has full and legal authority to sign this agreement.
- c. That TUAS' head office is located at:
Joukahaisenkatu 3A, Turku, Finland

2. Sir Sandford Fleming College of Applied Arts and Technology, hereinafter referred to as Fleming College

- a. That Fleming College is a publicly-funded institution of higher education accredited by the Ministry of Training, Colleges and Universities in Ontario, Canada and offering education and training at an undergraduate and graduate level.
- b. That Dr. Tony Tilly was appointed as President by the Board of Directors of Fleming College and has full and legal authority to sign this agreement.
- c. That Fleming College's head office is located at:
599 Brealey Drive, Peterborough, Ontario, Canada

Understanding

Given their common interests in academic, scientific, technological and cultural areas and their intent of establishing means of communication to encourage and promote linkages between them, TUAS and Fleming College agree to conform to the following:

1. Both parties will orient their activities pursuant to this agreement towards human resource development, research, scientific discovery and academic improvement in areas considered of mutual interest through means which may include but are not limited to:
 - a. Developing professional, academic and student exchange programs.
 - b. Developing basic and applied research proposals to be presented to external funding agencies.
 - c. Promoting scientific and cultural activities such as: short courses, conferences, seminars, workshops, symposia of common interest for both parties.
 - d. Developing jointly accredited programs, if possible.
 - e. Encouraging the enrolment of academic staff and researchers interested in studying a specialty course or a degree program in common interest areas.
 - f. Exchanging information, textbooks, computer programs, publications, access to specialized bibliography, instructional and audiovisual materials and library facilities subject to the copyright and intellectual property requirements of each institution.
 - g. Establishing academic formation programs by means of open and distance education.
2. The two institutions will determine as appendices the final terms of the cooperation that are to be verified at the beginning of every academic year.

Representatives

This agreement has emerged as a result of mutual discussions and the goodwill that exists between the two organisations. Changes to the agreement may be made in writing with the mutual agreement of all parties concerned.

Representatives from both parties will consult one another for proper implementation of this agreement. The representative of each party may be changed by notifying one another in writing.

- Representative at Fleming College:
 - Derek Armstrong, International Business Development Manager
- Representative at TUAS:
 - Anu Härkönen, International Relations Coordinator

Intellectual property

1. The parties acknowledge that nothing in this agreement shall be construed as granting either party any rights to the intellectual property of the other.
2. In the absence of any written agreement to the contrary, intellectual property developed by the parties during the course of the cooperation, shall remain the sole property of the party which developed that intellectual property.

Termination Notice

1. This cooperation agreement is subject to revision, renewal or cancellation by mutual consent, and becomes effective upon completion of signatures.
2. Either party may terminate this agreement:
 - a. at any time upon giving six (6) months written notice of termination to the other party.
 - b. with immediate effect by written notice if a party is subject to a change of control, becomes insolvent, is unable to pay its debts or otherwise ceases to exist.

Effective Date

This agreement commences on the date that it is signed by both parties and remains in effect for five (5) years unless terminated by either party by written notice, or by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this agreement on the date and year written below.

Signed this 10th day of January,
in the year 2012 in the City of Turku,
Finland.



Dr. Juha Kettunen
Rector
Turku University of Applied Sciences

Signed this 12TH day of December,
in the year 2011 in the City of
Peterborough, Canada.



Dr. Tony Tilly
President
Sir Sandford Fleming College
of Applied Arts and Technology