

MEMORANDUM OF UNDERSTANDING

DATED JULY 6, 2023

BETWEEN

THE BOARD OF GOVERNORS OF BOW VALLEY COLLEGE

(The "College")

AND

JUSTICE INSTITUTE OF BRITISH COLUMBIA,

("JIBC")

WHEREAS:

- A.** The College is a post-secondary institution in the province of Alberta, and JIBC is a post-secondary institution in the province of British Columbia.
- B.** These two parties wish to collaborate by formally identifying and discussing potential projects, including innovative opportunities in education, curriculum development, curriculum brokering, micro-credential development and promotion, and program, training and service delivery;
- C.** The College recognizes indigenous culture within its educational programs with Alberta, and JIBC recognizes indigenous culture within its educational program in British Columbia; and
- D.** The parties wish to enter into this Memorandum of Understanding ("MOU") to further their goals in mutual areas of interest and benefit.

NOW THEREFORE, the parties hereto agree as follows:

1.1 OBJECTIVE: The objective of this MOU is to outline opportunities for collaboration.

1.2 SCOPE OF ACTIVITIES:

The parties will explore areas of potential collaboration, including but not limited to the following activities:

- (a)** Development of new curricula, programs and training
- (b)** Promotion of current micro-credentials and develop new competency-based micro-credentials;
- (c)** Curriculum brokering;
- (d)** Development of joint responses to funding proposals; and
- (e)** Collaborative delivery of programs, services and training outside of Canada;

- 1.3 **NOT LEGALLY BINDING:** Except sections 1.4 and 1.5 of this MOU, this MOU is not intended to be and is not to be construed as a legally binding agreement. The signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for continued and future collaboration. Specific initiatives may be considered and agreed upon, on a case-by-case basis, including the contributions and obligations of each institution. Each such initiative shall be negotiated between and have the mutual agreement of the parties, and shall be formalized by a written agreement, signed by both parties.
- 1.4 **CONFIDENTIALITY:** The parties agree to keep confidential, any materials, documents, data, analyses or information of a confidential or proprietary nature concerning the disclosing party, its assets, operations or business, that is disclosed under this Agreement. The receiving party shall not disclose any such confidential information to any third party, except as required by law and except to its employees, consultants and advisors on a “need to know” and confidential basis.
- 1.5 **TRADEMARK AND LOGOS:** The parties acknowledge and agree that the prior written approval of the other party shall be obtained prior to any use of the other party’s logo or registered trademarks in any format.
- 1.6 **TERM:** This MOU is effective as of July 1, 2023 and shall expire on June 30, 2028, unless renewed by a written agreement signed by both parties or terminated by either party with thirty (30) days written notice to the other party.
- 1.7 **NOTICE** – All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties as follows:

Bow Valley College

345 – 6th Avenue S.E., Calgary, Alberta T2G 4V1

Attention: Legal Counsel – Commercial

Email: aadesanya@bowvalleycollege.ca

Justice Institute of British Columbia

715 McBride Blvd, New Westminster, BC V3L 5T4

Attention: Dr. Stuart Ruttan

Email: sruttan@jibc.ca


Notices shall be given by delivery in person or by courier service (with signature required) or by registered or certified mail (postage prepaid, return receipt requested) or by email or facsimile (and telephoning to confirm receipt). Notice is effective on the date that the notice is received.

- 1.8 **AMENDMENT:** This MOU cannot be amended or modified other than by a change made in writing and executed by the parties.

1.9 **ASSIGNMENT:** Neither party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other party. Any assignment in violation of this provision shall be invalid.

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

**THE BOARD OF GOVERNORS OF BOW VALLEY
COLLEGE**


Signature: 

Name: Misheck Mwaba

Title: President & CEO

July 6, 2023

THE JUSTICE INSTITUTE OF BRITISH COLUMBIA

Signature: 

Name: Michel Tarko

Title: President / CEO

July 6, 2023

