



**Justice
Institute**
BRITISH COLUMBIA

August 2023

UNIVERSITY OF EAST ANGLIA (1)

and

**JUSTICE INSTITUTE OF BRITISH
COLUMBIA (2)**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made on the date of the second Party's signature set out below
BETWEEN:

- (1) **UNIVERSITY OF EAST ANGLIA**, Norwich Research Park, Norwich, NR4 7TJ ("the **University**"); and
- (2) **JUSTICE INSTITUTE OF BRITISH COLUMBIA** of 715 McBride Blvd, New Westminster, BC V3L 5T4 (the "**Institution**", and together with the University, the "**Parties**", and each individually a "**Party**")

WHEREAS

1 **Preamble**

- 1.1 This Memorandum of Understanding ("**MOU**") is intended to promote co-operation, discussions and positive academic relations between the University and the Institution to their mutual benefit.
- 1.2 By way of example only, opportunities may be sought for the exchange of students and academic staff, and/or for collaboration on joint research projects or such other activities as mutually agreed from time to time.
- 1.3 Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in clauses 4, 5, 6 and 7. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved in writing and signed on behalf of both Parties.
- 1.4 The purpose of this MOU is to enable the University and the Institution to pursue the Objectives by undertaking the Tasks, all as set out below.

The Parties agree as follows:

2 **Objectives**

- 2.1 The Parties agree to facilitate discussions in good faith in relation to:
 - 2.1.1 the promotion of good relations between the Parties and encouragement of activities of mutual interest and benefit;
 - 2.1.2 visits by staff between the two Parties and/or meetings by staff at remote locations such as conferences;
 - 2.1.3 the exploration of collaborative teaching opportunities including student exchanges and/or joint degree programmes as appropriate;
 - 2.1.4 collaboration on research projects of mutual interest and exploration of suitable funding opportunities as they arise;

- 2.1.5 the exchange of students and/or members of academic staff as agreed between the Parties and as appropriate to the circumstances of each Party;
- 2.1.6 the exchange of information including, but not limited to exchange of library materials and research publications; and
- 2.1.7 such additional activities as may be identified and agreed in writing by the Parties.

3 Tasks for each Party

- 3.1 Each Party agrees to:
 - 3.1.1 maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this MOU;
 - 3.1.2 review this MOU on an annual basis or as may be otherwise agreed by the Parties in writing from time to time, providing the other Party with relevant information and statistics in relation to the Objectives; and
 - 3.1.3 nominate a senior member of staff to be responsible for overseeing the implementation of this MOU.

4 Costs

- 4.1 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall meet the travel, accommodation and subsistence costs of their own staff involved in visits associated with this MOU.
- 4.2 **Notwithstanding any other provisions of this MOU, this clause 4 shall be legally binding on both Parties.**

5 Confidentiality, Freedom of Information, Data Protection

- 5.1 **Confidentiality.** Each Party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each Party in connection with this MOU unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other party has previously received the prior written consent of the party for its disclosure. The obligations of the Parties under this clause 5.1 shall continue following the expiry or termination of this MOU.
- 5.2 **Freedom of Information.** The Parties acknowledge that each Party is subject to applicable freedom of information requirements and each Party agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by the other Party (at its expense) to enable the other Party to comply with its applicable freedom of information obligations, including but not limited to, providing the other Party with such information in its possession or power as may be reasonably requested in order for the other Party to comply with its applicable freedom of information obligations.

5.3 **Data Protection.** Each Party agrees to comply with the Data Protection Legislation to the extent its activities under this MOU involve any Processing of Personal Data. The Parties do not anticipate any sharing of Personal Data about the students and/or academic staff to which discussions under this MOU relate. The Parties agree that, if this changes, they shall discuss and seek to implement any necessary further agreement prior the sharing of such data. For the purposes of this clause 5.3, (i) **“Data Protection Legislation”** means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals, including, to the extent applicable: (a) the Data Protection Act 2018 (**“DPA”**), the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the DPA (**“UK GDPR”**) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), (b) General Data Protection Regulation (EU) 2016/679, and (c) the Freedom of Information and Protection of Privacy Act (British Columbia); and (ii) the terms **“Processing”** and **“Personal Data”** shall be construed in accordance with the applicable Data Protection Legislation.

5.4 **Notwithstanding any other provisions of this MOU, this clause 5 shall be legally binding on both Parties.**

6 Intellectual Property

6.1 Any intellectual property rights owned by a Party before the date of this MOU and during the term of this MOU will remain the property of that Party. Nothing contained in this MOU will affect the absolute ownership rights of any Party in such Party’s intellectual property rights. For the avoidance of doubt, no licences are granted under this MOU.

6.2 In the event that either Party wishes to use the name and/or logo of the other Party for any purposes, including without limitation for the purposes of marketing or recruitment, such Party shall obtain the written consent of the other Party in advance of such use on each occasion.

6.3 Each of the Parties shall not publish any marketing material relating to this MOU without the prior written consent of the other Party and undertake that the wording for any marketing materials shall be agreed jointly between the Parties prior to its use.

6.4 **Notwithstanding any other provisions of this MOU, this clause 6 shall be legally binding on both Parties.**

7 General

7.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7.2 Nothing contained in this MOU shall be construed to imply a partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power or authority to create any obligation express or implied on behalf of the other Party.

7.3 This MOU is governed by English law. The Parties hereby submit to the exclusive jurisdiction of the English Courts.

7.4 Notwithstanding any other provisions of this MOU, this clause 7 shall be legally binding on both Parties.

8 The Understanding

8.1 Proposals under this Agreement will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at the University will be Lawrence Hill and for the Institution shall be Olly Oxbury.

8.2 The terms and scope of each proposal will be described in individual contracts, which will be prepared subsequent to this Agreement and signed by both Parties and exchanged prior to commencement. Such contracts will contain the usual and customary terms and conditions for contracts of their nature, including, without limitation, the following:

8.2.1 the financial and legal obligations of the Parties;

8.2.2 the terms and conditions of the agreed upon activity, including but not limited to, the details of its duration, the location, the notice necessary for termination, and the commencement, administration and monitoring of the activity; and

8.2.3 the duties and responsibilities of the Parties.

9 Status and operations of this MOU

9.1 Neither this MOU nor any discussions between the Parties to date are intended to give rise to, nor are to be construed as giving rise to any legally binding obligations on any party, with the exception only of the provisions set out in this clause 9 and those in clauses 4, 5, 6 and 7.

9.2 This MOU will be valid and remain in effect from the date of signature for a period of 5 years. Unless it is extended by the written agreement of both Parties prior to this date, the MOU shall automatically expire on the fifth anniversary of the date of the MOU.

9.3 This MOU may be terminated by either Party, for any reason, in writing by giving at least 30 days' written notice to the other Party. It being understood that neither Party shall incur any liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with exercising its right to terminate this MOU for any reason or otherwise failing to pursue the Objectives or Tasks under clauses 2 or 3 above.

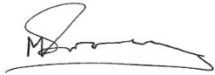
9.4 Expiration or termination of the MOU for whatever reason shall not affect the validity or enforceability of any legally binding agreement concluded by the Parties pursuant to this MOU which has been properly concluded and come into effect between the Parties (unless such legally binding agreement provides otherwise).

9.5 This MOU was drawn up in English. If this MOU is translated into a language other than English, in the event of any conflicts between the two versions, the English language version shall prevail and be the sole authoritative version.

SIGNED BY Professor Mark Searcey

For and on behalf of

The **UNIVERSITY OF EAST ANGLIA**



Pro-Vice-Chancellor

Dated 1st November 2023.....

SIGNED BY Dr Michel Tarko

For and on behalf of

Justice Institute of British Columbia



President and Chief Executive Officer

Dated October 13, 2023