

Memorandum of Understanding

Between

Centennial College

And

**Concordia Lutheran School - North
Point**

Regarding

Collaboration in Student Recruitment

MEMORANDUM OF UNDERSTANDING

BETWEEN

Centennial College, PO Box 631, Station A, Toronto, Ontario M1K 5E9

AND

Concordia Lutheran School - North Point

REGARDING

Collaboration in Student Recruitment

I. Parties

This agreement is between Centennial College ("Centennial"), and Concordia Lutheran School - North Point. These two organizations collectively will hereinafter be referred to as "Collaborating Organizations".

II. Purpose

The Collaborating Organizations hereby record their intentions to assess and determine various areas of collaboration that will be of mutual benefit. This will include:

- providing contact between academic programs, and students of the partnering institutions to explore potential collaborative activities

III. Intention to Collaborate

This Memorandum of Understanding expresses the intention of the Collaborating Organizations to partner in mutually agreeable and beneficial endeavours, but is not intended to create a legal relationship between the institutions.

IV. Modes of Collaboration

For the activities under this Memorandum of Understanding, the Collaborating Organizations will collaborate through specific activities agreed to in writing between Centennial and Concordia Lutheran School - North Point. These activities may include but are not limited to:

- Student Recruitment

V. Terms of the Agreement

a. Terms of Collaboration for Each Activity

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

b. Appendices to Agreement

Any such agreement entered into, as outlined above, will form an addendum to this Memorandum of Understanding.

VI. Confidentiality and Intellectual Property

- a. Neither party transfers ownership in nor grants any license to use any proprietary material (including copyrightable material, curriculum, computer software, logos, corporate marks, product marks, identifiers, or trademarks) to the other party except as specifically provided in this Agreement. The Collaborating Organizations shall make best efforts to protect the proprietary information of the other party, and shall report any violations of the other party's proprietary rights to such proprietary information.
- b. Each party acknowledges that Confidential Information disclosed to it by the other party is confidential and that such Confidential Information is the exclusive property of the other party and will be used exclusively, and only to the extent necessary, for the specified purpose and not for any other purpose.
- c. Confidential Information shall mean information stored in any format in any way, other than information which is in the public domain, relating to:
 - i. prospective students, students, curriculum, business transactions, charges, records, financial affairs, trade secrets, products, services, systems, methods, designs, specifications, formulae, strategies, negotiations of contracts, price lists, pricing policies, quoting procedures, financial information, marketing information, marketing techniques and arrangements, mailing lists, employee data and other materials or information (whether or not similar in nature to the foregoing) relating to the disclosing party's activities;
 - ii. discoveries, concepts and ideas, including the nature and results of plans, procedures, formulae, technology, techniques, "know-how" and designs; and
 - iii. any other materials or information (whether or not similar in nature to the foregoing) which are not generally known to others engaged in similar activities or which the receiving party knows or has reason to know is confidential, trade secret or proprietary information of the disclosing party;
- d. The receiving party agrees that it will not, except to the extent authorised by the disclosing party in writing, commercially use or disclose to any third party any such Confidential Information.
- e. The Collaborating Organizations agree that money damages may not be a sufficient remedy for a breach of clause VI. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the

other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach or the continuation of any such breach, without the necessity of proving actual damages.

- f. On expiry or termination or cancellation of this MOU, the Collaborating Organizations shall hand over or cause to be handed over all confidential information, including course material, software, documents, applications, papers and statements and other materials in the possession of the other party to the other party.

VII. Renewal, Termination and Amendment

a. Renewal

This Memorandum of Understanding becomes effective on the date of signature by both institutions. It is renewed every [5] years without change on that date unless one institution gives six months advanced notice in writing.

b. Amendment

This Memorandum of Understanding may be amended at any time in writing by the written agreement of the Collaborating Organizations. The institution wishing to amend this Memorandum of Understanding shall provide the other institution written notice of the nature of the amendment. Any mutually agreed amendment will not affect current programs, until the completion of said programs, unless agreed otherwise in writing between the Collaborating Organizations.

c. Termination

This Memorandum of Understanding may be terminated by either of the Collaborating Organizations at any time provided written notice is given six months in advance to the other institution. This will not affect current programs, until the completion of said programs, unless agreed otherwise in writing between the institutions.

VIII. Execution

For the purpose of executing the activities under this MOU, the responsible parties will be, in the case of the Centennial College, Jin Li, and in the case of Concordia Lutheran School - North Point, Lee Chi Shing.

Signed on behalf of Centennial College

Renee Kenny
Renee Kenny
Associate Vice President Business Development

Date: Nov. 20, 2014

Signed on behalf of Concordia Lutheran School - North Point

Lee Chi Shing
Lee Chi Shing
Principal



Date: 29-11-2014