



**COOPERATION AGREEMENT**

BETWEEN:

**CANADIAN URBAN INSTITUTE (CUI)**

AND

**THE CORPORATION OF THE CITY OF OSHAWA (CITY)**

AND

**DURHAM COLLEGE OF APPLIED ARTS AND TECHNOLOGY (DC)**

AND

**GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, as represented by its Faculty of Applied Science and Engineering (UT)**

AND

**UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY (UOIT)**

(hereinafter collectively the “Parties” or individually a “Party”;

**WHEREAS** The City has embraced the need for continuous improvement and innovation as a way of meeting its challenges and the needs of the community;

**AND WHEREAS** the City has expressed its desire to emerge as a “teaching municipality” and is interested in collaborating with academic institutions in the Greater Toronto Area and the private sector for the purpose of experiential learning, applied research, innovation, education, market-driven training and evidence-based policy development;

**AND WHEREAS** the Canadian Urban Institute, Durham College of Applied Arts and Technology, Governing Council of the University of Toronto – Faculty of Applied Science and Engineering, and the University of Ontario Institute of Technology, seek to formally collaborate with the City to further

innovate, research and enhance academic programming, in part by providing experiential learning opportunities to their students;

**NOW THEREFORE**, the undersigned Parties agree as follows:

## **1. Scope of Collaboration**

- 1.1 **General Scope.** Each Party will foster a collaborative relationship with the others that is focused on establishing the City as a leader in urban innovation focused on experiential learning, applied research and innovative education, market-driven training and evidence-based policy development to address urban issues.
- 1.2 **Goal:** The Parties share a vision with respect to Oshawa becoming a primary location where business, academia, government agencies and non-governmental organizations gather to develop and test new technologies and methods for addressing urban issues and opportunities.
- 1.3 **Objectives:** Together the Parties will explore and pursue the following objectives:
  - Identify and develop initiatives focused on creating practical, scalable and sustainable solutions to urban issues;
  - Develop, disseminate and potentially commercialize technologies and techniques
  - Develop and coordinate joint experiential learning opportunities, applied research, and innovative educational activities;
  - Contribute to seminars, workshops and academic initiatives that drive the business goals of the Parties;
  - Share access to facilities, equipment, systems, information and data;
  - Work toward the long-term positioning of the City as a locally and globally recognized community of urban research and learning.

## **2. Membership, Roles and Responsibilities**

- 2.1 The Parties shall act as collaborators on an initiative to undertake joint activities in the area of urban innovation (the "Initiative").
- 2.2 Additional parties may be added to this MOU with the consensus of the Parties and an amendment to this agreement.
- 2.3 Other institutions and non-profit organizations may be engaged on a project basis as part of this Initiative.
- 2.4 Private sector companies or groups may be engaged on a project basis as part of this Initiative. Private sector participation in the design and implementation of specific projects as a part of the Initiative and related experiential learning, applied research and market-driven programs will

provide a market-focused dimension that creates opportunities for establishing new business ventures in the community.

2.5 Each individual Party will be responsible for:

- Appointing a representative to the steering committee of the Initiative;
- Soliciting possible projects for the Initiative from within its organization;
- Identifying and securing the resources required to undertake specific activities/projects along with coordinating the participation of its representatives;
- Promoting the initiative as an innovative approach for addressing urban issues and engaging a wide range of stakeholders
- Communicating the importance, opportunities and results associated with the Initiative within its organization;

2.6 The Parties will establish a steering committee with a mandate to:

- Actively seek and prioritize projects to fulfil the goal and objectives of the Initiative;
- Establish processes and procedures with respect to selecting projects and guiding the development of projects;
- Coordinate the communications of the Initiative among the Parties and other participating institutions, non-profit organizations and private companies;
- Ensure that the state of the Initiative and its associated activities and projects are reported upon at least once a year to the authorized representatives of each of the Parties, including the City's Council.

2.7 The steering committee will be composed of at least one representative from each of the Parties. The City will chair the consensus driven steering committee. The steering committee will establish its own rules of procedure by separate agreement.

### 3 Specific Activities/Projects

3.1 Specific Activities. Specific activities and programs implemented under the authority of this Agreement shall be subject to the availability of funds, personnel and other resources, and the approval of the Parties' authorized representatives.

3.2 Reporting: All Parties agree to support the reporting requirement to the City's Council on an annual basis at a minimum.

3.3 Further Agreements. Where appropriate, the Parties will negotiate and enter into one or more separate binding agreements, signed by each Party, describing the terms of specific activities and programs to be undertaken, including without limitation, the terms of student placements,

approved budgets, a description of the scope of work to be performed, the rights to intellectual property arising from any collaborative research and the right to publish.

- 3.4 **External Funding.** Where appropriate, and as mutually agreed upon, the Parties will jointly seek sources of external funding to support the planned collaborative activities and programs described in section 1. The Parties agree to perform all acts and sign all documents necessary to submit joint research funding proposals.
- 3.5 **Expenses.** Unless otherwise provided in a subsequent agreement, each Party is responsible for the costs and expenses (i.e., salaries, travel, overhead, materials) incurred by it or its employees, faculty and students in implementing the activities and programs contemplated hereunder, and in performing its obligations under any subsequent agreement.
- 3.6 **Regulatory and Ethics Approvals.** The Parties acknowledge that no work under this Agreement which requires regulatory or research ethics approvals will commence until such time as all necessary approvals have been obtained under the requirements of each of the Parties.
- 3.7 **Intellectual Property.** It is understood that performance of the research activities and programs contemplated under this Agreement during the Term may involve the use of existing intellectual property which is owned or controlled by a Party and may give rise to the development of new intellectual property. Ownership and usage rights to such intellectual property will be negotiated and agreed to by the Parties in a subsequent binding agreement. See Section 3.3.
- 3.8 **Internships and Training.** The City will undertake experiential learning placements for students and other municipal and utility representatives. Specific experiential learning agreements will be established for such activities. See Section 3.3
- 3.9 **Confidentiality.** During the Term of this Agreement it may be necessary for the Parties to disclose confidential, proprietary or otherwise sensitive business information. Prior to the disclosure or use of any such information, the Parties may enter into a separate confidentiality agreement or such other agreement containing confidentiality covenants. Notwithstanding anything in this Agreement, the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 prevail to the extent of any discrepancy between this Agreement and any requirement of those statutes and regulations thereunder.

#### **4. Termination, Renewal and Amendment**

- 4.1 **Term.** This Agreement is effective as of the date of the last signature (the "Effective Date") and, unless terminated in accordance with the terms herein, shall remain in force for a period of five (5) years (the "Term").
- 4.2 **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties. Each Party has the right to terminate its participation in the Agreement, without cause, by providing ninety (90) days' prior written notice thereof to the other Parties. Termination by one Party shall not affect the validity of this Agreement as it pertains to the remaining Parties.
- 4.3 **Extension and Renewal.** The Parties may extend or renew this Agreement by way of a written amendment signed by the authorized representatives of each Party.

4.4 Amendment. No amendment or modification of the terms of this Agreement will be effective unless made in writing and signed by the authorized representatives of each Party.

**5. General**

5.1 Use of Names. Except in promoting the activities and programs described in section 1.1 internally to its employees, faculty and students, a Party shall not use the name(s), logo(s) or trademark(s) of any other Party, in any form of advertising or publicity, unless it has obtained such Party's prior written permission.

5.2 Notices. All notices, requests and communications made under this Agreement must be made in writing and delivered to the addresses set forth below or to such other address designated by a Party by written notice. Notices are effective upon receipt.

For UOIT:

Director, Research Services  
2000 Simcoe Street North  
Oshawa, Ontario L1H 7K4

For UT:

Dean,  
Faculty of Applied Science and Engineering  
44 St. George Street  
Toronto, Ontario M5S 2E4

For DC:

Dean, Research Services  
2000 Simcoe Street North  
Oshawa, Ontario L1H 7K4

For CITY:

City Clerk  
50 Centre Street South  
Oshawa, Ontario L1H 3Z7

For CUI:

Executive Director  
30 St. Patrick Street, 5<sup>th</sup> Floor  
Toronto, Ontario M5T 3A3

5.3 Non-Binding Nature. This Agreement is a broad statement of intent, which sets forth a general framework upon which to pursue mutual objectives, and to facilitate discussions regarding general areas of cooperation and collaboration. Nothing in this Agreement is intended to or should be construed as creating legally binding obligations on any Party. No liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated and executed by duly authorized representatives of each Party.

5.4 Dispute Resolution. The Parties agree to make reasonable efforts, in good faith, to resolve all disputes amicably and expeditiously between themselves.

5.5 Authorized Signatures. Each Party represents that the representative signing this Agreement has the authority to sign on its behalf in the capacity indicated.

- End of Agreement -

**Signatures:**

**CANADIAN URBAN INSTITUTE**



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Name: Peter Halsall  
Title: Executive Director

June 5 2017  
Date

**THE CORPORATION OF THE CITY OF OSHAWA**



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Name: John Henry  
Title: Mayor

June 5, 2017  
Date



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Name: Andrew Brouwer  
Title: City Clerk

June 5, 2017  
Date

**DURHAM COLLEGE**



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Name: Don Lovisa  
Title: President

June 5. 2017  
Date

**GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

Cristina Pusch

Name:

Title:

June 5, 2017

Date

**UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY**

Tim McTiernan

Name: Tim McTiernan

Title: President and Vice Chancellor

June 5, 2017

Date