

Memorandum of Agreement

Between

**The Centennial College of Applied Arts &
Technology**

And

The University of Aruba

Regarding

Academic Partnership

MEMORANDUM OF AGREEMENT

BETWEEN

The Centennial College of Applied Arts & Technology,
PO Box 631, Station A, Toronto, ON M1K 5E9

AND

The University of Aruba
J. Irausquinplein 4, Oranjestad, Aruba

REGARDING

Academic Partnership

1. Parties

- 1.1 The Agreement is between Centennial College (Centennial) and The University of Aruba (UA). These two organizations collectively will hereinafter be referred to as “Collaborating Institutions”.

2. Purpose

This Agreement outlines the roles, responsibilities, and expectations of each collaborating institution regarding agreement.

The collaborating institutions intend to establish and expand co-operative efforts in education, by establishing working groups to agree upon specific activities in the areas of research and student exchange, according to the following general principles:

- a) Collaboration efforts will be subject to the Constitutions of both institutions and to applicable laws and regulations in both Canada and Aruba
- b) Collaboration efforts will be subject to availability of funds at both institutions
- c) This agreement is voluntary and non-binding on behalf of both institutions

3. Details of the Agreement

3.1 Admission Requirements:

Students of the University of Aruba, who meet all necessary admission requirements will be permitted to study full-time at Centennial College.

3.2 Scholarships:

Students admitted to Centennial under section 3.1 above will receive a scholarship from Centennial College in the amount of \$1,500 per semester, for up to 2 semesters. The students should be registered in full time postsecondary or postgraduate program.

3.3 Marketing and Communications:

3.3.1 Mutually acceptable communication materials will be developed appropriate to the terms of this Agreement. All materials and formal statements relating to the Agreement will be determined in advance and approved in writing by both collaborating institutions.

3.3.2 Neither institution will use the name or logo of the other in print or online material without its prior written consent.

4. Confidentiality and Intellectual Property

4.1 The Collaborating Institutions shall protect the other party's Proprietary Material (including copyrightable material, curriculum, computer software, logos, corporate marks, product marks, identifiers, or trademarks), in the same manner it would protect its own Proprietary Information and shall report to the other party any violations of the other party's proprietary rights of which it becomes aware.

4.2 Each of the Collaborating Institutions or its faculty own all right, title and interest in and to any intellectual property created or developed by it under, or arising from this Agreement, in accordance with the party's policies, procedures, guidelines and practices. Such ownership is to be determined by invention contribution or authorship as applicable. Neither party transfers ownership in nor grants any license to use any background or prior intellectual property or proprietary material (including copyrightable material, curriculum, computer software, logos, corporate marks, product marks, identifiers or trademarks ("Proprietary Materials")) to the other party except for the sole purpose of using it in a specific activity developed under this Agreement.

4.3 Each institution 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.

4.4 "Confidential Information" shall mean information stored in any format in any way, relating to:

4.4.1 prospective participants, participants, 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;

4.4.2 discoveries, concepts and ideas, including the nature and results of plans, procedures, formulae, technology, techniques, "know-how" and designs; and

4.4.3 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;

4.5 Notwithstanding the foregoing, "Confidential Information" shall not mean information:

4.5.1 which is now, or subsequently, in the public domain (other than as a result of disclosure by the receiving party in violation of this Memorandum of Agreement);

4.5.2 which is already in the lawful possession of a party prior to its receipt from the other party;

4.5.3 which is independently developed by a party without use or reference to the Confidential Information of the other party;

4.5.4 which is lawfully obtained by a party from a third party who does not have an obligation of confidentiality; or

4.5.5 which is disclosed pursuant to a court order, legal compulsion or in accordance with legislation.

- 4.6 In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by law, regulation or other legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.
- 4.7 The receiving party agrees that it will not, except to the extent authorized by the disclosing party in writing, use or disclose to any third party any such Confidential Information. The receiving party must use at least the same standard of care in protecting the confidentiality of the Confidential Information of the disclosing party as it uses in protecting its own information of a similar nature and, in any event, no less than a reasonable standard of care.
- 4.8 Notwithstanding any other term of this Memorandum of Agreement, each party recognizes and agrees that the other party may have independent obligations under freedom of information and privacy protection legislation and that nothing in this Memorandum of Agreement prohibits either party from complying with such obligations. Where Confidential Information is also the personal information of an identifiable individual, each party acknowledges that it will only collect, disclose and use such information in accordance with the requirements established pursuant to privacy laws from both jurisdictions governing such information.

5. Force Majeure

- 5.1 In the event of circumstances beyond the control of Centennial, such as community disaster, a strike, fire or other situation in which the continued provision of facilities under this Agreement would substantially interfere with Centennial's primary responsibility for the learning and supervision of its students, Centennial reserves the right to suspend performing its obligation under this Agreement immediately and until such time as it determines that its resources are again suitably available for use.
- 5.2 In the event of circumstances beyond the control of UA such as community disaster, a strike, fire or other situation in which the continued provision of facilities under this Agreement would substantially interfere with UA's primary responsibility for the learning and supervision of its students, UA reserves the right to suspend performing its obligation under this Agreement immediately and until such time as it determines that its resources are again suitably available for use.

6. Indemnity

- 6.1 Centennial shall at all times indemnify, save and keep harmless UA, its officers, directors, trustees, employees, trainers, volunteers, agents and students from and against all suits, judgments, claims demands and losses (including, without limitation, reasonable legal expenses) incurred as a result of any claim, demand or action arising out of or in any way related to this Agreement, unless the same is caused, or contributed to, by the negligence or willful act of an employee or agent of UA while acting within the scope of the Agreement.
- 6.2 UA shall at all times indemnify, save and keep harmless Centennial, its officers, directors, trustees, employees, trainers, volunteers, agents and students from and against all suits, judgments, claims demands and losses (including, without limitation, reasonable legal expenses) incurred as a result of any claim, demand or action arising out of or in any way related to this Agreement, unless the same is caused, or contributed to, by the negligence or willful act of an employee or agent of Centennial while acting within the scope of the Agreement.

7. Renewal, Amendment and Termination

- 7.1 This Agreement shall be effective from the date of signature for 5 years at which time it will be reviewed for possible extension.
- 7.2 The Agreement may be amended at any time through the written agreement of the Collaborating Institutions. The institution wishing to amend the Agreement shall provide the other institution written notice of the nature of the amendment. Amendments will not reset the renewal date unless agreed to in writing by both parties.
- 7.3 The Agreement may be terminated by either of the Collaborating Institutions at any time, provided written notice is given six (6) months in advance, to the other institution. This will not affect current courses or programs which have already commenced, until the completion of said courses, unless otherwise agreed in writing between the Collaborating Institutions.
- 7.4 Any amendment or termination of the Agreement shall bear no effect on participants who have commenced studies. If the Agreement is amended or terminated, participants enrolled with Centennial will be permitted to complete the Program with all rights, privileges, resources, supports and faculty commitments that were explicitly or implicitly promised or otherwise conveyed at the time of admission into the program. Any mutually agreed upon amendment will not affect

activities in progress, until the completion of said activities, unless otherwise agreed upon in writing between the Collaborating Institutions.

8 Execution

For the purpose of executing the activities under this Agreement, the responsible parties will be:

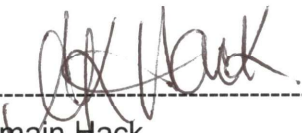
Centennial College:

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(416) 289-5000 x 52327
glowry@centennialcollege.ca

The University of Aruba

Darlene Alias
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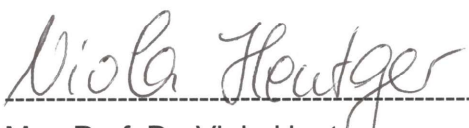
Signed on behalf of Centennial College



Charmain Hack
Vice President, Strategic Enrollment Management

Date: June 26, 2023

Signed on behalf of the University of Aruba



Mrs. Prof. Dr. Viola Heutger
Rector

Date: 26. 6. 2023