

NON-BINDING MEMORANDUM OF UNDERSTANDING

Between

**THE SHERIDAN COLLEGE INSTITUTE OF TECHNOLOGY
AND ADVANCED LEARNING**

at 1430 Trafalgar Road, Oakville, Ontario, L6H 2L1, Canada
(hereafter referred to as "Sheridan")

-and-

MINISTRY OF EDUCATION AND SPORTS OF ARUBA

At L.G. Smith Boulevard 76, Oranjestad, Aruba
(hereafter referred to as "Ministry")

(Each of Sheridan and the Ministry are referred to, individually, as a "Party", and collectively as "Parties".)

Desiring to foster a friendly relationship, establish a mutually beneficial relationship through education and exchange of knowledge, and to stimulate student mobility between countries;

Believing that the geopolitical position of Aruba, unique socio-economic resources, and national commitment to sustainable economic growth through renewable energy provides valuable learning and research opportunities for both Parties;

Considering that Sheridan is a leader in the field of higher education, providing high-quality programs and career preparation, with a global perspective, alongside a commitment to their community;

WHEREAS Sheridan and the Ministry jointly wish to enter into this non-binding Memorandum of Understanding (MOU) for the purpose of enumerating goals and working towards executing a formal, binding Articulation or Affiliation Agreement (as defined below); and

WHEREAS Sheridan wishes to express that this MOU is the first of its kind with Aruba and Sheridan is committed to exploring future partnerships with other institutions within Aruba.

WHEREAS Sheridan is a postsecondary undergraduate research institution.

THEREFORE, in consideration of the terms and conditions contained herein, the Parties endeavour to work towards the following:

1. **Definitions**

- a. **“Affiliation Agreement”** means an agreement between Sheridan and another domestic or international academic institution to collaborate on common educational opportunities for students and faculty members. These opportunities can include work-integrated learning and experiential learning experiences (e.g., field placement, clinical practicums, summer camps, etc.), student exchange programs, and faculty exchange programs. The agreement defines the roles and responsibilities of the Institution and Sheridan and addresses potential risks.
- b. **“Articulation Agreement”** means a formal agreement between one or more colleges and one or more educational institutions or boards of education that recognizes learning achievement, facilitates student progress, minimizes curriculum duplication, and eases the transition from one institution to the other. (Definition from: Admissions Criteria Minister’s Binding Policy Directive, MCU, 2003). Articulation agreements may also be known as transfer agreements, or exceptional transfer agreements, but will be referred to as articulation agreements for the purpose of this procedure.
- c. **“Non-Binding Academic Memorandum of Understanding (MOU)”** means this document outlining an agreed upon arrangement between Sheridan and one or more other parties. An MOU will outline the principles of the collaboration, and may specify further areas of exploration between the parties. An MOU will be more general in nature while, for example, affiliation or articulation agreements, are more specific.
- d. **“Policies and Procedures”** means all rules, policies, and procedures at Sheridan, which must be followed by the Institution. This includes the Code of Professionalism and Civility. These Policies and Procedures are published at <http://www.sheridancollege.ca>, and updated periodically.
- e. **“Service Agreements”** are agreements between Sheridan and another domestic or international institution whereby one party develops and/or delivers academic content for use by the other party. Examples of these agreements may include curriculum exports and international development programs.

2. Roles and Responsibilities

Each of the Parties agree to explore the following arrangement. These collaborations may include forms of affiliation, articulation and/or Service Agreements comprising:

- Scholarships

All new international students beginning their full-time postsecondary studies (ESL and programs with tuition reduction excluded) in Spring 2023, Fall 2023 or Winter 2024 semesters in Year 1 (Semester 1) will be considered for an entrance scholarship ranging from \$500 to \$2,000. Students will be notified of their exact scholarship amount with their Letter of Acceptance. These funds will be automatically added to students' accounts. Students must remain full-time in the semester for the instalment to be issued for that semester.

Entrance Scholarship information will be updated yearly and can be found at the following link below.

<https://www.sheridancollege.ca/admissions/international-centre/current-students/scholarships-and-awards>

- Micro-credentials and continuing education
- Any other relevant activities as may be mutually agreed upon.

In addition to the scholarship stated above, Sheridan will also waive all application fees for students who are interested in applying to Sheridan.

The development and implementation of specific activities based on this Memorandum of Understanding will be separately negotiated and agreed to upon consultation between Sheridan and the Ministry. Such activities will be subject to mutual consent and may include any program offered by either Party that both deem desirable, feasible and contributing to the promotion and development of cooperative relations between the two Parties.

3. Activity Agreements

Before any activities may be implemented, the Parties shall discuss the relevant issues to the satisfaction of each Party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements (e.g., articulation, affiliation, and/or service agreements) will include such terms as the following:

- a) Elaboration of the responsibilities of each Party for the agreed upon activity.
- b) Specific schedules for the activity.
- c) Budgets and sources of finances for the activity.
- d) Detailed management of intellectual property rights and publications.
- e) Any other items deemed necessary for the efficient management of the activity.
- f) Each Party's institutional requirements, including COVID-19 requirements.

4. Coordinators

Coordinators shall be named by each Party to serve as liaisons for implementing this MOU. All activities conducted under the auspices of this MOU must have the endorsement of the coordinators. At Sheridan, the coordinator will be Philip Hayes, Associate Registrar – Student Recruitment, Office of the Registrar and at the Ministry, the coordinator will be the Minister Plenipotentiary of Aruba in the US, Joselin Croes. Coordinators shall notify their counterparts should a new person be named to the position.

5. Notice

Any notice required to be given to any Party to this MOU is to be in writing and either sent by e-mail or registered mail to the attention of the following individuals:

If to Sheridan:

Philip Hayes
Associate Registrar – Student Recruitment, Office of the Registrar
Trafalgar Road Campus
1430 Trafalgar Road
Oakville, Ontario L6H 2L1
philip.hayes@sheridancollege.ca

If to Ministry:

Joselin Croes
4200 Linnean Ave NW
Washington DC, 20008
Joselin.croes@minbuza.nl

6. Term and Termination of MOU

- a. This MOU shall commence on the date of signing by both parties and shall be valid for a term of five (5) years. This MOU may be extended by the written consent of the Parties.
- b. The Parties will review the terms and conditions of this MOU six (6) months prior to the expiry of the term and may renew the MOU for a consecutive term equal to the length of the original term.
- c. This MOU may be terminated by either Party giving written notice to the other Party at least 180 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing.

- d. This MOU is subject to immediate termination should Sheridan's association with the Ministry have any adverse effect on Sheridan's reputation. Sheridan has the sole discretion to determine if and when there is an adverse effect on Sheridan's reputation.

7. Confidentiality

Each Party will treat as confidential all information related to the other Party which will come to it in the course of carrying out its responsibilities and which are not or do not subsequently become public knowledge, and will not disseminate the information for any reason whatsoever without the source Party's express written permission; however, neither Party shall be required to keep confidential any data which are or become publicly available, are already rightfully in possession of that Party and not subject to any pre-existing obligation of confidentiality, are independently developed by the Party outside the scope of this MOU or are rightfully obtained from third parties. The Parties will treat all written and verbal information as confidential but cannot guarantee that the confidentiality of any information will be preserved if a request for access to the information is made under the Ontario *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended ("FIPPA"). The recipient of confidential information shall promptly notify the discloser of confidential information of any requests to disclose by law or court order, where permitted by law, and, upon request, shall reasonably cooperate with the discloser in seeking confidential treatment of such confidential information or other appropriate relief from such law or order.

8. Liability

Each Party shall assume the responsibility and liability for the acts and omissions of only its own governors, employees, faculty, instructors, students, agents, servants, contractors, or volunteers, in connection with the performance of their responsibilities under this MOU.

9. Policies

Sheridan and/or the Ministry's policies shall apply if related to the activities or courses of the student at either Sheridan and/or the Ministry. In the case of conflict not resolved by the foregoing, the Parties will decide on a case-by-case basis which policies apply.

10. Promotions and Trademarks

Neither Party shall display the trademarks, trade names, and logos (collectively the "Marks") of the other Party, without the express written consent of the other Party.

11. Independent Contractor

The Ministry acknowledges that it is acting as an independent contractor, that the Ministry is solely responsible for its actions or inactions, and that nothing in this MOU will be construed to create a partnership, agency or employment relationship between Sheridan and the Ministry or its representatives. The Ministry is not authorized to enter into contracts or agreements on behalf of Sheridan or to otherwise create obligations of Sheridan to third parties. Neither the Ministry nor any of its representatives are Sheridan employees for any purpose.

12. Entire Agreement Clause

This MOU constitutes the complete understanding between the Parties with respect to the subject matter hereof that the Parties are endeavouring to later enter into a formal, binding Articulation or Affiliation Agreement. This MOU may be changed only by a written amendment signed by both Parties.

13. Governing Law

This non-binding MOU is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the courts of the Provinces of Ontario and all courts competent to hear appeals.

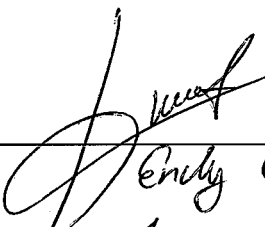
14. Counterpart and Electronic Signatures

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. The counterparts of this MOU may be executed and delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed as delivered by e-mail or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives:


Ministry

Name:
Title:
Date:


Emily CROES
June 26 2023

SHERIDAN

Name: Carol Altilia
Title: Provost and Vice President Academic
Date:


June 26 / 2023