**Memorandum of Understanding**

between

Your Organization

-and-

[Partner Name]

(“**Partner**")

**WHEREAS** Your Organization is an agency providing services to …;

**WHEREAS** [Partner Name/Description of what it does];

**AND WHEREAS** Your Organization and Partner wish to work cooperatively in furtherance of the Project (as defined below) funded by [Public Funding Source] [the **“Funder**”] under the Service Delivery Improvement Stream.

**THIS MEMORANDUM OF UNDERSTANDING THEREFORE ESTABLISHES** that the Participants express their intentions as follows:

1. **Purpose and Project Description**
   1. The purpose of the Memorandum of Understanding (“**MOU**”) is to set out the relationship between YOUR ORGANIZATION and Partner(collectively, the “**Parties**”) and the intent to work in a collaborative manner to effectively use knowledge, resources and expertise to in furtherance of the project described in Appendix A (the “**Project**”).
   2. The Parties agree to implement the Project in a spirit of collaboration, transparency, accountability and open communication to service provider organizations, newcomers and immigrant residents in the Location (as defined below). The Project will be led by Your Organization as the lead agency and contract holder, working in partnership with the Partner.
2. **Finance and Reporting**
   1. The Parties will manage the budget related to the Project deliverables each partner undertakes in accordance with the funding provisions set out in the Project budget, attached as Appendix B.
   2. The Partner will prepare and submit an invoice to YOUR ORGANIZATION for reimbursement, including all expenditures and supporting documents for the pay period, on the 2nd working day of each of February, March, August, October and December. [NTD – these dates may change in future agreements]
   3. Payment of funds is subject to availability of funds and may be reduced or cancelled in the event that the Funder, cancels or reduces its funding to YOUR ORGANIZATION.
   4. In keeping with general accounting practices, the Partner will retain all accounts and records during the term of the MOU, and for a period of seven (7) years afterwards, including copies of all supporting documentation.
   5. The Partner will prepare and submit an activity report to YOUR ORGANIZATION including narrative activity report, statistical information and any other Project-related information together with each financial claim as per the schedule above. YOUR ORGANIZATION will assist the Partner with their reporting requirements and will provide a report template.
   6. The Partner will support YOUR ORGANIZATION in preparing the Year-End Project Completion Report to the Funder.
   7. The Partner acknowledges that both the Funder and YOUR ORGANIZATION have a right to conduct an audit of the Partner’s books and records, including access to their premises and of their financial and non-financial records related to the Agreement to monitor compliance.
   8. The Partner acknowledges a requirement to give appropriate recognition of the Funder’s contribution in its publicity and signage.
3. **Project Term**
   1. The Project will commence on the Start Date and end on End Date as defined in Appendix A.
4. **Confidential Information and Intellectual Property**
   1. The Parties and their employees, students, volunteers and other representatives (“**Personnel**”) will have access to and will be entrusted with information that would be reasonably considered confidential (“**Confidential Information**”). The Parties will limit disclosure of Confidential Information to Personnel with a legitimate need to know it, in order to fulfill the commitments and obligations hereunder. The Parties will ensure such Personnel agree to and are bound by written confidentiality agreements.
   2. The Parties will endeavor to exchange information and material/concepts protected by intellectual property rights in respect of the cooperation and activities under this MOU, as appropriate, in accordance with the normal protocols of the respective Partyas well as the *Freedom of Information and Protection of Privacy Act*.
   3. The disclosure of Confidential Information from one Party to the other (the “**Discloser**” and the “**Recipient**”, as the case may be) will be governed as follows:
   4. The Recipient shall not use or disclose any Confidential Information nor use or disclose any material/concepts protected by intellectual property rights (other than for internal use) without the express prior written consent of the Discloser and only for the purposes of fulfilling its obligations hereunder;
   5. The Recipient acknowledges that all Confidential Information and intellectual property rights will remain the property of its/their respective owner(s), as the case may be; and
   6. The Recipient shall deliver to the Discloser all Confidential Information and all material protected by intellectual property received from it, together with every copy, draft, working paper and note that contains Confidential Information or material/concepts protected by intellectual property, upon expiration or termination of this MOU, or at such earlier time as the Discloser may require.
   7. **Definitions.** In this MOU,
5. “**Background Intellectual Property**” means Intellectual Property of a Party that is: (i) proprietary to that Party and was conceived, created, or developed prior to, or independent of, any research performed pursuant to or related to this Agreement or the Project hereunder; and (ii) necessary for the performance of the Project.
6. “**Foreground Intellectual Property”** means Intellectual Property that is discovered, created or reduced to practice in the performance of the Project.
7. “**Intellectual Property**” (or “**IP**”) means all intellectual property, including technical information, research reports, curriculum materials, know-how, models, drawings, specifications, prototypes, inventions and software.
   1. **Ownership**. Unless otherwise agreed to by the Parties in writing, Background Intellectual Property of a Party shall remain the exclusive property of such Party. The owner of such Background Intellectual Property hereby grants to the other Party, for the duration of the Project, a revocable, royalty free, non-exclusive, non-commercial, non-transferable right to use the Background Intellectual Property, solely in connection with the work on the Project. No other rights or licenses are granted by a Party to the other Party in Background Intellectual Property. YOUR ORGANIZATION shall own all Foreground Intellectual Property and shall retain all rights, title and interest in and to the Foreground Intellectual Property. No Person or entity, except the Funder, without prior written consent of YOUR ORGANIZATION shall reproduce, distribute, and translate any and all Foreground Intellectual Property. For greater certainty, Partner does not and shall not acquire any interest in YOUR ORGANIZATION’s tangible or intangible Intellectual Property or in any Foreground Intellectual Property. [NTD: YOUR ORGANIZATION to ensure in each new deal that in each MOU, the IP provisions align with any obligations it has to the Funder].
   2. **License.** Partner hereby grants to YOUR ORGANIZATION a revocable, royalty free, non-exclusive, non-commercial, non-transferable right to use Partner’s Foreground IP solely in connection with the work on the Project.
8. **Dispute Resolution**
   1. Any disputes, claims, or controversies arising out of or relating to this MOU shall be resolved through good faith negotiations between the parties. The parties agree to make sincere efforts to resolve any disagreements promptly and amicably. In the event that the negotiation process does not lead to a mutually acceptable resolution within [*insert timeframe, e.g., 30 days*] of the dispute arising, the parties shall then proceed to binding arbitration as the sole and exclusive method of resolving the dispute. The arbitration shall be conducted in accordance with the ADR Institute of Canada’s Arbitration Rules and shall be held in the City of Toronto, in the English language, before a panel consisting of one sole arbitrator. The arbitrator's decision shall be final and binding upon both parties and no appeal shall lie therefrom.
9. **Amendment, Termination and Force Majeure**
   1. This MOU may be amended in writing at any time with the mutual consent of the Parties.
   2. Either Party may withdraw from the MOU and terminate it at any time, on at least thirty (30) days’ prior written notice to the other Party.
   3. Neither of the parties shall be held liable for an inability to carry out their goals and objectives of the MOU as a result of force majeure.
   4. Upon termination, the Parties shall fulfill any remaining service-delivery commitments they have negotiated, wherever commercially reasonable. Partner will submit to the lead agency materials related to their deliverables such as reports or any similar products produced through this Project to the date of termination.
   5. The Parties recognize the right of the Funder to terminate the Project at any time. In the event of such a termination, YOUR ORGANIZATION shall be released from all further obligations, costs, and liabilities, associated with the Project.
10. **Risk Management**
    1. The Parties will comply with all applicable law, including but not limited to the *Personal Information Protection and Electronic Documents Act, Occupational Health and Safety Act, Employment Standards Act,* and any other relevant employment related legislation or regulations*.*
    2. All Parties will maintain appropriate liability, cyber liability and property insurance for the activities undertaken by their staff, for the safety of the participants of these activities and the security of Project property under their care and control.
    3. Each Party understands and concurs that either of them may, from time to time, with mutual notice and consent, have employees of the other Party visit or work upon its premises, subject to internal security policies and procedures of each Party. In such cases, each Party understands and concurs that such employees will remain employees of their usual employer who will remain responsible for those employees, for paying their salary, wages and other benefits, as well as for making such deductions and remittances from salary, wages and any other kind of pay as required at law. The Parties agree and acknowledge that they are independent contractors, and no agency partnership, joint venture or employee-employer relationship is intended or created by this MOU.
    4. Subject to the other Party’s duties as the occupier of premises, it is understood that each Party will be responsible for the health and safety of its employees.
    5. Each Party acknowledges that clauses 7.2, 7.3, and 7.4 are also applicable to all Personnel.
11. **Third Party Data**
    1. Data required to perform the Project may be obtained from CCY and other third-party agencies, pursuant to the terms of separate data license agreements. The data license agreements will include standard terms respecting collection, use and disclosure of the data but will prohibit the transfer to the Parties of any personal information as defined under the *Freedom of Information and Protection of Privacy Act* and personal health information as defined under the *Personal Health Information Protection Ac*t. For certainty, personal and personal health information are not required to perform the Project.
12. **Legal Disclaimer**
    1. The Parties acknowledge that this MOU does not constitute an association for the purpose of establishing a legal partnership or joint venture and does not create an agency relationship between YOUR ORGANIZATION and the Partner and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.
13. **Notices**

10.1Any notice to a Party must be in writing and delivered by courier or e-mail addressed as follows:

If to Partner:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to YOUR ORGANIZATION:

Address: 55 Town Centre Court, Suite 401, Scarborough, ON M1P 4X4

Email: ihutfless@Your Organizationcan.ca

Attention: Irmi Hutfless, Senior Manager, Language, Skills and Social Development

10.2 Notices sent by courier will be deemed received within three (3) business days of the day they are sent.

1. **Counterparts**

**11.1** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU.

**IN WITNESS WHEREOF,** the Parties have executed this Memorandum of Understanding as attested by the signatures of their duly authorized representatives for such purposes.

**FOR Your Organization:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT NAME], Executive Director Dated

**FOR** Partner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name, Title] Dated

**APPENDIX A**

* **Project Start Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_
* **Project End Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_
* **Project Overview:** *[Describe the objective and scope of the Project, and how it will be implemented/executed, as well as its key objectives and intended outcomes.]*
* **Location:** The Project will be delivered in the following cities/towns/villages: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Project Deliverables**
  + The Parties agree to implement the following Project deliverables: [add, delete, or modify as applicable].
    - Recruit Project staff, students and evaluation consultant and establish a Project Advisory Committee.
    - Establish and implement an assessment framework and tools, including enhanced needs assessment and ongoing client progress and outcome tracking measures.
    - Facilitate and participate in quarterly meetings of the Project Advisory Committee to guide development, implementation and enhancement of the Project and facilitate stakeholder input.
    - Analyze findings, make modifications of assessment and research tools where needed, and report on results.
    - Work with a consultant to develop and implement a Project evaluation framework and tools for assessing success and identifying areas for improvement. Produce a Project evaluation report.
    - Expand Project to other geographic regions, improve model and share learnings.
    - Produce a final Project report describing evidence garnered through the Project, outcomes achieved and recommendations for effectiveness of [describe Project objective].
* **Roles and Responsibilities of the Parties**
  + Lead Agency responsibilities: YOUR ORGANIZATION is the contract holder and as such will be responsible for oversight of the Project budget and ensuring the deliverables are met, including: [add, delete, or modify as applicable].
    - Hiring of Project staff and evaluation consultant to undertake Project evaluation.
    - Design and delivery of [describe Project tools and objectives].
    - Partner Engagement:
      * Recruitment of Project Advisory Committee, coordination and facilitation of Project Advisory Committee meetings.
      * Engagement of service provider organizations in the Project, including placement partners.
      * Engagement of organizations outside of Toronto.
    - Administration:
      * Managing the Project budget, submitting financial reports to the Funder.
      * Reimbursement of Project costs for Project activities as per the Project budget to the Partner, attached as **Appendix B**.
      * Submission of required progress and annual reports to the Funder. The report includes details of the Project’s progress, accomplishments and outcomes, financial output and activity data.
    - Submission of financial reports to the Funder, including required supporting documents.
  + Partner agency responsibilities: The Partner will work with YOUR ORGANIZATION to develop and implement the [describe Partner’s role] portion of the Project. More specifically, the Partner will be responsible for the following activities: [add, delete, or modify as applicable].
    - Project implementation:
      * Take part in guiding the development and implementation of the Project through membership and participation in the Project Advisory Committee.
      * Recruit research consultant and students to work on development and implementation of the comparative study.
      * In consultation with the YOUR ORGANIZATION Project team and building on existing materials, develop research framework and tools for the comparative study, including enhanced assessment, questionnaires and surveys.
      * Pilot-test and implement research tools, collect and analyze findings.
      * Make adjustments to research tools in consultation with the Project team, where needed.
      * Produce an interim report on the research findings and recommendations in [insert Narrative Reporting stage i.e. FY2, FY3].
  + General Administration Matters: [add, delete, or modify as applicable].
    - The Project Advisory Committee will consist of YOUR ORGANIZATION’ Employment Access Program Manager, YOUR ORGANIZATION’ Project Coordinator, two representatives from the Partner, partner and placement organizations representatives and newcomer representatives.
    - The Project Advisory Committee will meet quarterly.
    - The Parties recognize that decision-making will be by consensus and must be consistent with Project objectives and deliverables. However, in matters pertaining to the contract with the Funder, if the Parties are unable to reach a consensus, the contract holder, YOUR ORGANIZATION will make final decisions in line with their agreement with the Funder.
* **Project Advisory Committee:**
* **Implementation Plan:**
* **Project Budget:**
* **Timeline:**
* **Evaluation and Reporting:**

**APPENDIX B**

**Project Budget**

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| --- | --- | --- | --- |
| **Qty** | **Line Item** | **Description/Details** | **Amount for Fiscal Year** |
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