

Memorandum of Understanding
BETWEEN
NORTH ISLAND COLLEGE
Courtenay, BC Canada
AND
CODECORE COLLEGE
Vancouver, BC Canada

PREAMBLE:

CODECORE COLLEGE, Vancouver, BC Canada (hereinafter referred to as CODECORE) and NORTH ISLAND COLLEGE, Courtenay, Canada (hereinafter referred to as NIC) are willing to enter into and formally establish this Memorandum of Understanding (hereafter referred to as the MOU) in the spirit of reciprocity and mutual benefit.

PURPOSE:

The purpose of this MOU is to promote and expand international understanding, development, and friendship by stimulating and supporting educational, professional, technical, and administrative staff of and the respective communities that support these institutions.

In particular, NIC and CODECORE will encourage collaboration in any area of mutual interest and concern designed to enhance the learning experiences available to their students and the personal and professional development opportunities available to their staff members.

COLLABORATION:

NIC and CODECORE have identified an opportunity to collaborate in the admission of graduates of the Web Application Development Diploma at CODECORE into the Advanced Diploma in Advanced Communication and Interactive Design at NIC.

The details of this potential collaboration shall include but not be limited to:

- a. Presentation of this program in marketing material as appropriate.
- b. Preparation of a conditional letter of acceptance which may be issued to students who have applied to both programs for the purposes of securing visas and permits as needed.
- c. Availability of seats in the program for CODECORE graduates to enter NIC upon completion of their CODECORE program.
- d. Further specific details of the articulation may be presented in a separate Service Agreement document.

IMPLEMENTATION:

1. NIC and CODECORE expect that authorized representatives of the two institutions will, from time to time, negotiate supplementary agreements covering the development and operation of programs and projects in areas of mutual interest. In the absence of specific provisions to the contrary, such agreements shall, so far as possible, adhere to the general principles set out in this MOU.

2. Each institution will promote the existence of this MOU, of supplementary agreements concluded under this MOU, and of the programs and projects arranged within the framework of those agreements, to their respective staff members and students. Each institution will undertake to distribute relevant information and materials to them, in whatever form is acceptable to and readily understood by the recipients.

3. To ensure that activities undertaken in accordance with this MOU are implemented in an effective and systematic manner, NIC and CODECORE will each appoint a person responsible to coordinate the overall scope and direction of activities. CODECORE hereby appoints Ian McKinnon, Director, CODECORE College and NIC hereby appoints Mark Herringer, Executive Director, North Island College.

4. NORTH ISLAND COLLEGE and CODECORE will encourage their academic, professional, technical and administrative staff members to participate actively in managing the program under this MOU.

5. Implementation of this MOU and any supplementary agreements will be subject to the availability of resources on the part of both institutions.

TERMS & CONDITIONS:

1. This MOU will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendments to this agreement will be effective unless in writing and signed by both the parties.
2. This MOU is not intended to constitute, create, give effect to or otherwise form a joint venture or business entity of any kind.
3. Upon approval by both parties this MOU will remain in effect for a period of five years from the commencement date and thereafter, may be renewed for agreed upon periods of time by mutual consent of the institutions in writing.


TERMINATION:

1. Either institution may terminate this MOU upon notice of termination provided in writing to the other institution at least six months prior to the termination date.
2. Such termination will not affect the position of staff members and students participating in any collaborative program established within the framework provided by this MOU. In the event of termination, both institutions agree to protect the interests of both students and/or staff already engaged in collaborative programs and, within the limits of available resources, to provide all the support necessary to successfully complete those programs. In case of termination of the agreement either party will not be liable to pay any monetary compensation.

FORCE MAJEURE

Parties here to will be released from their obligations under this agreement in the event of national emergency, war, prohibitive government regulation or any other clause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money that is due under this agreement shall become forthwith due and payable.

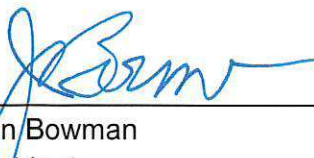
For CodeCore College



Ian McKinnon
Director
CodeCore College

Date: July 31, 2019

For North Island College



John Bowman
President
North Island College

Date: July 26/19