

**DRAFT**

**MEMORANDUM OF UNDERSTANDING  
CONSTRUCTING THE FUTURE PROGRAM**

**THIS MEMORANDUM OF UNDERSTANDING** is made this \_\_\_\_ day of November, 2011.

**BETWEEN:**

**NOVA SCOTIA COMMUNITY COLLEGE**, a body corporate incorporated under the laws of the Province of Nova Scotia

(Hereinafter "**NSCC**")

– and –

**BLACK BUSINESS INITIATIVE SOCIETY**, a society established under the laws of the Province of Nova Scotia

(Hereinafter "**BBI**")

(Each a "**Party**" and collectively the "**Parties**")

**WHEREAS** BBI is a not-for-profit society committed to growing an African Nova Scotian presence in a diverse range of business sectors in Nova Scotia;

**AND WHEREAS** NSCC is committed to fostering a closer relationship with the African Nova Scotian Community in accordance with NSCC's values, including accessibility, respect, collaboration and diversity;

**AND WHEREAS** NSCC and BBI have collaborated to help train and equip aspiring tradespersons within the African Nova Scotian Community to enter the construction industry since 2009 via the Constructing the Future Program (the "**Program**");

**AND WHEREAS** NSCC and BBI wish to continue their collaborative working relationship and support further development of the Program by continuing to offer the Program;

**NOW THEREFORE** in consideration of the undertakings set forth herein the Parties agree as follows:

**1.0 PURPOSE**

This Memorandum of Understanding ("**MOU**") confirms the intention and understanding of the Parties with respect to the Constructing the Future Program and the participants therein ("**Participants**").

## **2.0 NATURE OF RELATIONSHIP**

- 2.1 This MOU is intended to confirm the intentions and commitment of the Parties to cooperate in the areas outlined herein.
- 2.2 With the exception of the rights and obligations under Sections 7, 8 and 9 herein respecting confidentiality, ownership and indemnity, this MOU is not intended to create any legally binding obligation on any Party. For greater certainty, this MOU shall not create any legally enforceable right or obligation between the Parties other than Sections 7.0, 8.0 and 9.1 which shall survive the term of this MOU.
- 2.3 This MOU is non-exclusive and each Party to this MOU is free to undertake similar initiatives with other organizations, provided that such initiatives do not conflict with the intent and undertakings of this MOU. Each Party agrees to use its best efforts to bring to the attention of the other Party any such similar initiative prior to undertaking the same.
- 2.4 It is understood and the Parties agree that no agency, partnership, or joint-venture relationship is created by this MOU. Neither Party shall have the right to act for the other in any manner or degree or to incur obligations or debts that would be binding on the other. Neither Party will be responsible for any obligations or debts of the other.

## **3.0 OBJECTIVES**

The objectives of the Parties under this MOU are:

- 3.1 To continue to deliver the Constructing the Future Program;
- 3.2 To increase the participation of African Nova Scotians in the economy of Nova Scotia by training and equipping aspiring tradespersons within the African Nova Scotian Community with the skills, basic certifications and competencies to enter the construction industry;
- 3.3 To provide Participants in the Program with information regarding employment opportunities in the trade and technology fields; and,
- 3.4 To provide support to Participants in the Program who wish to apply for further study in trade and technology programs at NSCC.

## **4.0 THE PROGRAM**

- 4.1 The Program consists of a multi-week construction-training and job readiness program.
- 4.2 The Program includes:
- (i) introductory training in industrial trades;
  - (ii) basic safety certifications; and
  - (iii) work placements within the construction industry.

## **5.0 ADMINISTRATION**

### **5.1 The Parties mutually agree that:**

- 5.1.1 NSCC and BBI will continue to work together to secure work placements for Participants of the Program;
- 5.1.2 NSCC and BBI will continue to use best efforts to work together with industry partners to provide information regarding employment opportunities to Participants of the Program;
- 5.1.3 NSCC and BBI will use best efforts to ensure that Participants in the Program have a solid connection with the NSCC's School of Access through the Adult Learning Program and the Academic Career and Connections;
- 5.1.4 NSCC and BBI will continue to use best efforts to raise funds for a BBI legacy campaign through projects completed by Participants of the Program during the Program;
- 5.1.5 NSCC and BBI will maintain a continued dialogue regarding the offering of half-day workshops as part of the Program; and
- 5.1.6 NSCC and BBI will work together to assist Participants who have completed the Program to apply for NSCC Programs.

### **5.2 NSCC agrees it shall:**

- 5.2.1 Provide classroom space to ensure that Participants connect with the post-secondary environment and student lifestyle at NSCC;
- 5.2.2 Provide student services and/or counselling when necessary through the African Canadian Transition Program and the Center for Student Success facilities at each Location;

### **5.3 BBI agrees it shall:**

- 5.3.1 Ensure that applicants for NSCC Programs who have completed the Program have applied for the NSCC Program in advance, meet academic requirements, and meet the prerequisites for the NSCC Program applied for.

## **6.0 PARTICIPANTS**

- 6.1 Participants selected for the Program will be from the African Nova Scotian community;
- 6.2 Upon completion of the Program, Participants wishing to apply for a further NSCC program of their choice must submit a complete application with all supporting documentation to NSCC Admissions, with the support of BBI as set out in Section 5.3.1.

## **7.0 CONFIDENTIALITY**

NSCC and BBI agree to keep confidential any personal information disclosed as between the Parties in order to facilitate the Program contemplated by this MOU, and NSCC and BBI shall exercise all reasonable precautions to protect such personal information from unauthorized access, disclosure, copying, or use by third parties. Where personal information is disclosed, such should be safeguarded by the recipient Party and distributed only as necessary within the recipient organization. Confidential information shall not be used except as required by the activities contemplated by this MOU.

## **8.0 OWNERSHIP**

Each Party shall retain its respective right to ownership of all materials, documents, curricula, information, data and intellectual property which was in that Party's possession at the time of entering this MOU as well as that created or developed by the Party in relation to this MOU.

## **9.0 INDEMNITY**

9.1 BBI agrees to indemnify and save harmless NSCC, its officers, directors, employees, servants, agents, and students from and against all actions, claims, suits and demands of any kind whatsoever resulting from or arising out of or connected with the Program, including but not limited to any action, claim, suit or demand by a Participant in connection with the Program, except to the extent such actions, claims, suits and demands are occasioned by negligent acts or conduct taken at the specific direction of NSCC, its officers, directors, employees, servants, or agents.

9.2 NSCC agrees to indemnify and save harmless BBI, its officers, directors, employees, servants, agents, and students from and against all actions, claims, suits and demands of any kind whatsoever resulting from or arising out of or connected with the Program, including but not limited to any action, claim, suit or demand by a Participant in connection with the Program, except to the extent such actions, claims, suits and demands are occasioned by negligent acts or conduct taken at the specific direction of BBI, its officers, directors, employees, servants, or agents.

## **10.0 EMPLOYEES**

Notwithstanding the obligations under this MOU, BBI employees, servants, agents and volunteers, including those who may act in regard to the Program contemplated herein, shall not be employees of NSCC but shall at all times remain the employees of BBI. Likewise, NSCC employees, servants, agents and volunteers, including those who may act in regard to the Program contemplated herein, shall not be employees of BBI but shall at all times remain the employees of NSCC.

## **11.0 COSTS AND EXPENSES**

Each Party shall bear its own costs and expenses not otherwise agreed to in this MOU, unless otherwise mutually arranged and agreed to in writing between the Parties.

**12.0 TERM**

- 12.1 This MOU shall become of force and effect from the date of execution on behalf of both NSCC and BBI and shall continue for a two (2) year term or until terminated by mutual agreement of the Parties, or terminated by a Party in accordance with Section 12.2.
- 12.2 Either NSCC or BBI may terminate this MOU on thirty (30) days written notice to the other Party.
- 12.3 There shall be an option to revise, amend and/or renew this MOU upon mutual agreement of the Parties.
- 12.4 Upon notice of termination of the MOU, the Parties shall ensure that Participants currently enrolled in the Program are provided an opportunity to complete their studies and apply for further NSCC trade and technology programs for which they are eligible for admission.

**13.0 NOTICES**

- 13.1 All notices to be given pursuant to this MOU shall be in writing and either hand delivered or faxed to the following:

**BBI**

**Gordon Doe**  
Director, Business Development  
Centennial Building, Suite 1201  
1660 Hollis Street  
Halifax, NS B3J 1V4  
Telephone: (902) 426-2224  
Fax: (902) 426-8699

**NSCC**

**Don Bureaux**  
President  
5685 Leeds Street  
P. O. Box 1153  
Halifax, NS B3J 2X1  
Telephone: (902) 491-6701  
Fax: (902) 491-2178

- 13.2 Notice shall be deemed to be received on the date of delivery if delivered by hand or transmitted by facsimile.

**14.0 GENERAL**

- 14.1 This MOU constitutes the entire understanding between the Parties.
- 14.2 No change or amendment to this MOU is valid unless it is agreed to in writing by the Parties.
- 14.3 No part of this MOU may be assigned by any Party without the written consent of the other Parties.
- 14.4 This MOU shall be construed and governed by the laws of Nova Scotia and the laws of Canada applicable therein.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be executed by the duly authorized individuals named hereunder as of the day and year first above written.

**NOVA SCOTIA COMMUNITY COLLEGE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Don Bureaux, President

**BLACK BUSINESS INITIATIVE SOCIETY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gordon Doe, Director, Business  
Development