

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") entered in duplicate as of this 7 day of Oct, 2020 (the "Effective Date").

BETWEEN:

CITY OF KAMLOOPS
7 Victoria Street West
Kamloops BC V2C 1A2

(hereinafter called the "City")

OF THE FIRST PART

AND:

THOMPSON RIVERS UNIVERSITY
805 TRU Way
Kamloops BC V2C 0C8

(hereinafter called "TRU")

OF THE SECOND PART

RECITALS

WHEREAS the City is a municipality established pursuant to the *Local Government Act*, R.S.B.C. 2015 c.1, as amended; and

WHEREAS TRU is a public university established under the *Thompson Rivers University Act* (2005) with campuses in Kamloops and Williams Lake and is a comprehensive learner-centred and research-mandated institution that offers excellent undergraduate, graduate, and trades programs with a commitment to meeting the education, training, and research needs of the region and the open learning needs of BC (per its legislated mandate); and

WHEREAS the City and TRU (collectively, the "Parties") have a history of collaboration and see the potential for future joint activities that support their respective goals and strengthen areas of common interest, including, but not limited to, research and innovation, community engagement, environmental and economic sustainability, emergency management; and

WHEREAS the Parties acknowledge that by working together, they make Kamloops a better place to live, learn, work, and prosper; and

WHEREAS the Parties wish to outline formally in a Memorandum of Understanding ("MOU"), their desire to build on their existing relationships and work together in the future on activities where collaboration on their shared goals may benefit the City, TRU, and the broader Kamloops community;

NOW THEREFORE the Parties agree as follows:

1. Nature of the Memorandum of Understanding

The MOU serves as a guide to the Parties in their efforts to identify and pursue opportunities for collaboration. It is intended as a good faith and focused documentation of areas of potential mutual interest to be explored by both Parties. Therefore, it is a philosophical agreement that describes our principles and commitment to co-operate and does not take the place of other existing legal agreements between the Parties. Future initiatives identified by the Parties pursuant to this MOU are developed and implemented as necessary through separate agreements, contracts, or other mechanisms.

2. Shared Commitment

The Parties agree that the success of the MOU is dependent on a shared commitment to support the advancement of one another's shared corporate and community goals and objectives.

Further, the Parties agree that ongoing and active support of the Mayor of the City and the President of TRU is essential to the success of the joint effort.

3. Possible Areas of Collaboration

- a) educational programming in support of the people of Kamloops
- b) community-focused research in support of the people of Kamloops based upon TRU and the City's strategic priorities
- c) innovation and planning leading to environmental, social, cultural, and economic sustainable development
- d) site services and infrastructure in support of the activities of TRU and the City focusing on joint recreational opportunities
- e) collaborative planning for TRU precinct and for a TRU presence in downtown Kamloops and on the Tranquille corridor similar to the Kamloops Innovation Centre or the Downtown Legal Clinic
- f) emergency and risk management
- g) communications and engagement activities

4. Communications

In the spirit of collaboration, the Parties agree to work together on public or other announcements related to the MOU and initiatives that result from the MOU. The parties will advise one another of planned public speaking events regarding joint initiatives and report annually to their respective Board and Council on the status of the MOU and associated activities.

5. Joint Steering Committee ("the JSC")

The JSC will be composed of the following:

- TRU President, TRU Vice-President Administration & Finance, TRU Provost & Vice-President Academic, City Mayor, City Chief Administrative Officer, and City Chief Financial Officer

The JSC will be responsible for approving joint initiatives to further the advancement of the shared goals of the City, TRU, and the broader Kamloops community.

6. Term

The MOU will remain in effect unless terminated by either of the Parties by providing six (6) months' notice in writing to the other Party. The MOU will be reviewed every five (5) years from the Effective Date.

Termination of the MOU does not cancel any other agreement signed between the Parties related to specific initiatives. Cancellation of other joint agreements are subject to the terms of such contracts or agreements.

IN WITNESS WHEREOF the authorized representatives of the Parties have executed this MOU, this 7 day of Oct, 2020.

THE CITY OF KAMLOOPS by its authorized signatories:

Ken Christian
Mayor

THOMPSON RIVERS UNIVERSITY by its authorized signatories:

Dr. Brett Fairbairn
President and Vice-Chancellor