**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**THIS MOU** is made and entered into on October 12, 2018 (“Effective Date”)

**BETWEEN:**

**QUEEN’S UNIVERSITY AT KINGSTON,** a post-secondary educational institution, having its research headquarters at Fleming Hall – Jemmett Wing, 78 Fifth Field Company Lane, 3rd Floor, Kingston, ON Canada K7L 3N6 (“**Queen’s**”);

**and the following contributors:**

**XXX PROPERTY MANAGEMENT**, owner of (BUILDING), whose building residents will be participating

in the expansion of the Oasis program and corresponding research for the term of this MOU. (“**XXX**”**)**

(Individually a “Contributor”, collectively the “Contributors”)

**PURPOSE:**

This document is a Memorandum of Understanding (“MOU”) and is not intended to create binding or legal obligations on XXX.

The purpose of this MOU is to confirm the mutual interest of the Contributors in the expansion of the Oasis program at BUILDING NAME as part of a proposed research project entitled: *Oasis for Senior Supportive Living: A Model for Active Aging* (“**Research Project**”) under the scientific direction of Dr. Catherine Donnelly and Dr. Vincent DePaul (“**Project Directors**” or “**Principal Investigators**”).

**INTENTIONS:**

1. Each Contributor is confirming its interest in participating in the Research Project and its commitment to support the project.
2. This MOU will be followed later by a separate MOU between XXX and Oasis – (BUILDING NAME) that will set out the specific commitment and benefits, roles, responsibilities, sharing and management of intellectual property, risk allocation, confidentiality, publishing protocol and governance.
3. The Contributors acknowledge that such agreement and any specific undertakings in it are subject to the prior approval of each Contributor though its internal governance process.

Therefore each of the Contributors hereby confirms, as of the Effective Date, as follows:

1. **Research Project**
   1. It has a mutual interest in and will obtain a benefit by participating in the proposed Project.
   2. The success of the Research Project will be dependent upon mutual trust, research integrity and good faith. Each Contributor will endeavour to make resources available for the benefit of the Research Project in order to fulfill the roles and responsibilities identified in Schedule “A”.

* 1. The principles that are to govern the conduct of activities relating to the Research Project are:
     1. Open communication and information exchange among the Contributors, while respecting the proprietary and confidential information of all Contributors;
     2. Respect for all Contributors as well as the contributions and skills each member offers to the Research Project; and
     3. Public accessibility to the outcomes of the Research Project, subject to confidentiality agreements.
     4. Acknowledging each Contributor’s company or institution has established its own policies for any intellectual property that may be brought in to the Research Project, which IP remains with the owners, as applicable. Accepting that any jointly created IP resulting from the research will be owned jointly by the creators and may be licensed to other contributors or third parties for both academic and non-academic purposes, in a process to be established by a Steering Committee.
     5. Accepting that Steering Committee process may create opportunities for potential future commercialization by the Contributors of any of the intellectual property arising from the Research Project.

1. **Knowledge Mobilization and Confidentiality**
   1. Notwithstanding a key goal of the Research Project is widespread knowledge dissemination, the Contributors may wish to disclose information to each other in connection with the Research Project that is either non-public, confidential or proprietary in nature and as identified by the disclosing Contributor to the recipients as confidential ("Confidential Information"). The recipient Contributors shall safeguard such Confidential Information and shall not disclose it to anyone without a "need to know" within any of the recipient’s organizations or, if to third parties, without appropriate confidentiality agreements being signed on the same terms. Each Contributor shall protect the other’s Confidential Information from disclosure for a period of three years from receipt. The recipient Contributor's obligation shall not apply to information that is not disclosed in writing, is already in the recipient Contributor's possession at the time of disclosure; is already in the public domain or later becomes part of the public domain by any means other than breach of this agreement by the recipient Contributor; is received from a third party who has a lawful right to disclose it to the recipient Contributor, free of any obligations of confidentiality; is independently developed by the recipient Contributor without the use of any of the Confidential Information; or is required by law or regulation to be disclosed.
   2. The Project Plan and any work product created is Confidential Information until the terms of publication are set out in a formal Collaborative Research Agreement among the Contributors.
   3. Contributors acknowledge that some companies and/or Institutions may wish to pursue a path to commercialization and the Steering Committee will be seeking to establish mechanisms for Contributors to achieve that objective equitably.
2. **GENERAL**
   1. This MOU may be executed and returned by fax or scanned and emailed such that the separate versions will together form one document.
   2. The Contributors acknowledge that this is not a joint venture among the Contributors and no one Contributor is an agent, employee, or legal partner of any other Contributor. Each Contributor is acting independently at all times with respect to its participation in the Research Project and in accordance with the oversight of its own company or institution. The Contributors have not granted to each other any right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Contributor, or to bind any other Contributor in any manner whatsoever.
3. **Withdrawal from the Research Project**
   1. A Contributor may need to withdraw its participation from the Research Project. Prior to doing so it shall give (30) days Notice to the other Contributors during which the Steering Committee shall meet to determine a plan for the completion of the tasks - either by bringing in a new contributor or by allocating them among the remaining Contributors.
   2. All other issues related to lack of participation or contributions among the Contributors will be dealt with by the Steering Committee.
   3. A Contributor that does not negotiate in good faith and/or does not execute the formal agreement among the Contributors will be deemed to have terminated its participation.

**Executed as of the dates below:**

|  |  |
| --- | --- |
| **QUEEN’S UNIVERSITY AT KINGSTON**    Name: Janice Mady  Director, Research & Innovation Partnerships  Date: |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Name: XXX  Residential Property Manager  Date: |  |

SCHEDULE “A”

Proposed Contribution

Queen’s University at Kingston

Oasis project team will be supporting the implementation of Oasis – BUILDING NAME. In this role, Oasis Project Team is responsible for the following:

1. Oasis Project Team will facilitate all communication between Kingston Oasis sites during the implementation phases
2. Oasis Project Team will seek out community providers and connect them to the Oasis - BUILDING NAME for the purpose of organizing programming
3. Oasis Project Team will support the purchase of equipment for Oasis - BUILDING NAME programming, as required
4. Oasis Project Team will provide XXX Property Management with detailed success measures for the Oasis - BUILDING NAME program
5. Oasis Project Team will provide XXX Property Management with a summary of data collected in apartment building
6. Oasis Project Team will extend invitations to both Oasis - BUILDING NAME and XXX Property Management to regular research meetings
7. Oasis Project team will reserve all common space with XXX Property Management, through the Superintendent
8. Oasis Project Team will advertise events and activities only in designated spaces in the building
9. Oasis Project Team will set up space prior to, and clean up space for all Oasis - BUILDING NAME activities
10. Oasis Project Team will provide XXX Property Management with a monthly calendar of ongoing activities
11. Oasis Project Team will provide support and necessary requirements to ensure all members are able to participate in programming
12. Oasis Project Team will provide information about its program to any interested individuals
13. Oasis Project Team will not violate any building rules or codes while facilitating activities and events
14. Oasis Project Team will notify the building Superintendent of any maintenance inquiries that relate directly to Oasis - BUILDING NAME programming; Oasis - BUILDING NAME shall not represent members in individual tenancy issues
15. Oasis Project Team is also responsible for ensuring the sustainability of their programming within the 18 months of duration of this project.

Proposed Contribution

XXX Property Management

XXX Property Management will support Oasis programming in BUILDING NAME and will not purposefully hinder any activities or events organized by Oasis. In this role, XXX Property Management is responsible for the following:

* 1. XXX Property Management will provide Oasis - BUILDING NAME with any guidelines or rules regarding the advertisement of events and activities
  2. XXX Property Management will provide Oasis - BUILDING NAME with an updated guideline of buildings codes and regulations
  3. XXX Property Management will allow Oasis - BUILDING NAME to reserve the building common space
  4. XXX Property Management will allow Oasis - BUILDING NAME to advertise events and activities in designated areas within the building
  5. XXX Property Management will work collaboratively with the Oasis - BUILDING NAME Coordinator to resolve any conflicts that may arise, including those related to scheduling or other
  6. XXX Property Management will refer individuals interested in learning more about Oasis - BUILDING NAME to the Oasis - BUILDING NAME Coordinator
  7. XXX Property Management is not responsible to ensuring the sustainability of any Oasis - BUILDING NAME programming
  8. XXX Property Management will repair and maintain the Oasis - BUILDING NAME space, in the same way as all common spaces in the building