



MEMORANDUM OF UNDERSTANDING

Dated this ____ day of _____, 2022

BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA, a British Columbia university continued under the *University Act*, RSBC 1996, c 468, with an address at 107 - 6328 Memorial Road, Vancouver, BC V6T 1Z2 ("**UBC**")

AND

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district continued under the *Local Government Act*, RSBC 1996, c 323, with an address at 1450 KLO Road, Kelowna, BC V1W 3Z4 ("**RDCO**")

1. PURPOSE

RDCO owns an area adjacent to the Woodhaven Nature Conservancy Regional Park, which has been designated by RDCO as a regional park (the "**Park**"). The residential buildings located within the Park (the "**Buildings**") are not needed for use by RDCO, so an opportunity exists to find creative alternative uses for these Buildings.

UBC and RDCO wish to continue to collaborate to maintain an artists-in-residence program (the "**Program**") that will utilize the Buildings and surrounding areas in the Park to establish a centre of ecology, arts, culture and research. The Program will allow scholars an opportunity to pursue their academic studies within a unique natural environment, while giving UBC an opportunity to build important connections with the local community.

This MOU establishes the guiding principles for the relationship between UBC and RDCO for the continuation of the Program, and evaluation of the Program to guide future collaboration between UBC and RDCO with regard the use of the Buildings. The Program will run for five years, from July 1, 2022 to June 30, 2027.

2. OBJECTIVES

2.1. UBC Objectives - UBC wishes to continue a residency program for graduate students, post-doctoral students, and visiting scholars and artists ("**Participants**"). Participants will take residence in the Buildings to retreat, conduct research and art projects, and generally engage in an interdisciplinary setting to support the goals of the UBC Okanagan Campus. Specific objectives in establishing the Program are to:

- (a) develop and highlight the Interdisciplinary Graduate Studies MA and PhD as well as MFA graduate programs;
- (b) contribute to UBC Okanagan Campus sustainability initiatives;



- (c) contribute to UBC Okanagan Campus research into eco-cultures; and
- (d) build connections between UBC and the local community.

2.2. RDCO Objectives - RDCO objectives in establishing the Program are to:

- (a) utilization of RDCO facilities in the Park that is consistent with RDCO and RDCO Parks Services overall strategic objectives;
- (b) engage the public in environmental education through ECO-Art;
- (c) aid in expanding a greater diversity of programming for the residents of the RDCO;
- (d) build connections between RDCO and the higher level educational community; and
- (e) foster continued local community support for RDCO Park Services initiatives.

3. ACTIVITIES

3.1. UBC - Each prospective participant will apply for acceptance into the Program, and if accepted by UBC, will take residence in the Buildings subject to terms and conditions established by UBC. Each Participant will conduct research projects around arts, environment and education, as will have been set out in the Participants application to the Program. Such projects may include Eco Art presentations, exhibits, displays or art sessions of the research projects, which the Program will display for the general public three times per year.

The parties envisage that over time a gallery of Program art will be developed. However, recognizing that ownership of Participants' art remains with each Participant, contribution of any piece of art to such a gallery will be subject to agreement of the particular Participant. UBC will endeavour to contribute to any gallery to the extent that it is able.

Evaluation of the applications and determination of which applications are successful will be in the sole discretion of UBC.

3.2. RDCO - RDCO will continue to develop the Park in accordance with its mission, but will have regard to the Program and presence of Participants in the Buildings when considering and implementing any development. The RDCO's development of the Park will be consistent with the Park Management Plan consisting primarily of a trail loop, signage and access improvements.

4. CONSULTATION

UBC and RDCO will each ensure that they will continue to monitor how their activities within the Park may affect the other, and will be active in engaging with each other to share future plans or activities as appropriate through twice-yearly meetings in December and April. In addition, both the RDCO and UBC shall immediately upon signing this agreement, provide the other a primary contact to maintain relations and planning of joint and independent programming.



5. EVALUATION

The parties will review and evaluate the Program at the end of the term. Each party may establish criteria and metrics to evaluate the success of the program with respect to their own institutional goals.

The parties will, six months prior to the end of the term, meet and discuss the results of any internal evaluation, and will also discuss the success of the Program in meeting the objectives set out in this MOU.

6. INTELLECTUAL PROPERTY

RDCO acknowledges and agrees that UBC owns all right, title and interest in and to any and all knowledge, know-how, technique(s), technology or other intellectual property which are conceived, invented, developed, improved or acquired by UBC during the Program.

RDCO and UBC agree that any use of the other party's logos, trademarks, marks or copyright will be according to the standards of each party and subject to obtaining prior written consent.

7. TERM

This MOU will remain in effect until June 30, 2027, but is terminable by either party on not less than 90 days' notice to the other, provided the date of termination of such notice is coincident with the end of the then current tenancies of Participants who are subtenants as permitted by the provisions of a lease agreement between the RDCO and UBC for the occupation of the Buildings (the "**Lease**"). This MOU shall automatically terminate on the expiration or earlier termination of the Lease.

The parties intend that this Program will extend beyond this initial period. After evaluating the success of the Program and having discussions as set out in Article 5 above, the parties will enter into good faith negotiation to reach agreement to continue this Program under such terms as may be then negotiated.

8. BINDING EFFECT

This MOU is not a contract and does not create legally bindings obligations between the parties, except for Article 7 – Intellectual Property, which is binding on the parties.

9. CONTACTS

The primary contacts for all matters arising under this MOU are:

- (a) for UBC:
 - Yale Loh
 - Treasurer
 - Treasury
 - The University of British Columbia
 - Koerner Library 6th Floor
 - 1958 Main Mall, Vancouver BC
 - Ph. (604) 827-2090



Email: yale.loh@ubc.ca

(b) and for RDCO:

Murray Kopp
Director - Parks Services
Regional District of Central Okanagan
1450 K.L.O. Road
Kelowna, BC V1W 3Z4
Ph. (250) 469-6232
Email: murray.kopp@rdco.com

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set out above.

THE UNIVERSITY OF BRITISH COLUMBIA

By: _____
Name:
Title:

By: _____
Name:
Title:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By: _____
Name:
Title:

By: _____
Name:
Title: