Memorandum of Understanding

BY AND BETWEEN

Kellogg Community College (hereafter referred to as KCC), an institution accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools, having its principal place of business at 450 North Avenue, Battle Creek, MI 49017

AND

The New Brunswick Community College (hereafter referred to as NBCC), under the mandate of the New Brunswick Provincial Department of Training and Employment Development, whose principal offices are located at 80 University Avenue, P.O. Box 1053, Miramichi, NB E1N 3W4 and P.O. Box 2270, Saint John, N.B., Canada E2L 3V1

WHEREAS

The parties have a mutual interest in positioning our organizations as world leaders in e-learning and are willing to share knowledge, experience, and resources in pursuit of this object.

THE PARTIES HAVE AGREED TO:

1. Joint program development in strategic program areas
2. Collaborate on the development of a technology incubator center
3. Jointly focus on the development of an e-business program
4. Pursue faculty exchange opportunities
5. Pursue student exchange opportunities
6. Co-list our courses and establish a process for student registration

In order to accomplish the aforementioned tasks, we agree to develop a video conferencing capability to facilitate regularly scheduled activities.

Terms and Termination
The terms of this Agreement will commence when signed by an authorized representative of the named parties. The term of this Agreement shall be for two years and shall be automatically renewed unless either party receives written notice 30 days prior to the expiration date that they do not intend to renew. This Agreement may be cancelled at any time by either party with or without cause upon 30 days written notice.

Confidentiality
Each Party to this Agreement will keep confidential and not disclose to any third party any materials or information submitted to it by the other in connection with the performance of this Agreement, if labeled or identified as confidential. This does not apply to information (i) Publicly announced or known, (ii) received from a third party without violation of an obligation of confidentiality, (iii) required to be disclosed by law.
Right to Information Act
NBCC and KCC acknowledge that NBCC and the Minister of Training and Employment Development are governed by the Right to Information Act (New Brunswick) and accordingly must disclose information when requested in accordance with the act.

Limitations on Liability
Neither party will have any liability for any special, indirect, incidental, consequential, or exemplary damages in connection with this Agreement. Neither party shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) caused by an event reasonably beyond its control including, without limitation, acts of the other party to this Agreement, the performance or availability of the Internet, wars, riots, labor strikes, natural disasters or any law, regulation, ordinance or other act or order of any court, government or governmental agency.

The parties have agreed to sign this Memorandum of Understanding on this 16th day of November 2000.

For the Kellogg Community College

Dr. Paul Ohm
President
Kellogg Community College

For the New Brunswick Community College

Noreen Lobban
Principal
NBCC Miramichi

Cheryl Robertson
Principal
NBCC Saint John

Witness

James Hettinger
President
Battle Creek Unlimited

Witness

Hon. Joan MacAlpine
Minister of Business New Brunswick