

# **MEMORANDUM OF AGREEMENT**

Between

**Kwantlen Polytechnic University**

and the

**Kwantlen Polytechnic University Retirees Association**

**DATE**

February 25, 2021

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**Kwantlen Polytechnic University,**

a special purpose, teaching university under the *University Act* of British Columbia  
of 12666 – 72 Ave, Surrey, BC, V3W 2M8 Canada  
(the "University")

AND:

**Kwantlen Polytechnic University Retirees Association,**

a society incorporated under the *Societies Act* of British Columbia  
of 12666 72 Ave, Surrey BC V3W 2M8 Canada  
(the "Association")

(University and Association, together, the "Parties")

**WHEREAS:**

A. The University:

- a. has a profound recognition of the accomplishments of its retirees during their careers and their sense of commitment to the university,
- b. and desires that this feeling of connection persists and that retirees feel welcome when they return to campus;

The University

- i. encourages Faculties, departments and service areas to maintain the fertile links between retirees and their place of work for so many years;
- ii. recognizes that retirees constitute a special source of knowledge and experience as much for the diversity of careers as for their keen institutional memory and wishes to keep them connected and to call on their competence;
- iii. wishes to maintain close contact with retirees collectively through their association, and individually, to keep them informed of its projects and evolution; and
- iv. wishes to create conditions which permit retirees to participate actively in University life.

B. The Association:

- a. recognizes the need to support the University and advocate on behalf of its goals and objectives;
- b. recognizes the need to enhance the University's reputation;
- c. recognizes the need to support students through scholarships and bursaries;
- d. recognizes the desire of many retirees to maintain a feeling of connection to the University;

The Association:

- i. will assist members in the transition to retirement;
- ii. will facilitate continued engagement of retirees with the University;
- iii. will represent the members of the Association to the University;

- iv. will publicize University events and encourage the participation of retirees.

NOW therefore, in consideration of the covenants and promises contained in this Agreement, the University and the Association agree as follows:

**1. TERM OF AGREEMENT**

- a. This Agreement will commence on the date above written.
- b. This Agreement shall be reviewed every five (5) years or as often as deemed necessary by either Party and, if necessary, amended by written agreement of both Parties.

**2. COOPERATION BETWEEN THE UNIVERSITY AND THE ASSOCIATION**

- a. The Association and the University will work together in mutual respect to maintain the loyalty, engagement, and the favorable sentiment of retirees to enhance the profile of the Association and to support its ongoing involvement with the University.
- b. The Association's board of directors will include the University's perspective in strategic planning and policy deliberations through active consultation with the University's Vice President, External Affairs.

**3. UNIVERSITY RESPONSIBILITIES**

- a. The University, through its Office of the Vice President, External Affairs will support the strategic vision of the Association.
- b. The University will support the Association with website hosting service to be managed by the Office of External Affairs.
- c. All gifts raised will be processed by the University's Office of Advancement in accordance with its policies and processes and in accordance with Canada Revenue Agency regulations. Any receipts will be issued directly to the donor, and all donor information will be subject to the appropriate privacy laws and policies.
- d. The University, through its Financial Services Department, will support the Association by providing, at the request of the Association, on an ongoing basis and at no cost to the Association, bookkeeping services to and on behalf of the Association, including providing accounting statements to the Association.
- e. The University will endeavor to provide discounted pricing for retirees attending University events.
- f. The University will ensure retirees have access to the University Library through a Lifetime Borrower Card, as specified on the relevant University library webpage, [www.kpu.ca/library/services/retired](http://www.kpu.ca/library/services/retired). Spouses of retirees and deceased retirees may obtain a free Community Borrowers library card, as specified on a related [webpage, www.kpu.ca/library/services/cb](http://www.kpu.ca/library/services/cb).

- g. The University will support the provision of financial and estate planning resources for retirees.
- h. The University will explore how to support the research activities of retirees by establishing a KPU-KPURA joint working group under the leadership of KPU's AVP Research, Innovation and Graduate Studies to propose the scope of such support and how it would be implemented. Arrangements, once finalized, will be appended to this agreement.
- i. The University will provide meeting rooms for Association activities whenever possible.
- j. The University will provide the Association with a mailbox on the Surrey campus.
- k. The University will provide parking passes to Association directors annually. These will be issued as soon as possible following the Association's AGM.
- l. The University, through its HR Office will provide KPURA names of KPU employees, with their permission, that have started the retirement process. Information about KPURA will also be provided in the Retirement Information Package. KPURA is invited to provide HR with information about the Association that can be included in off-boarding packages to retiring KPU employees, as well as a permission form for release of contact information to KPURA.

#### 4. ASSOCIATION RESPONSIBILITIES

- a. As members of the KPU community, KPURA members are invited to submit nominations to the Senate Standing Committee on Tributes for Honorary Degrees, Distinguished Awards and Emeritus/Emerita Designations. In the same vein, KPURA members will be invited to submit nominations for Chancellor.
- b. The Association may raise revenue through its provision of services to retirees, including through the opportunities listed in Appendix A, which shall be exclusive to the Association.
- c. The Association shall bear the costs of producing, selling and distributing retiree merchandise.
- d. The Association will assist in the transition to retirement by:
  - (i) providing speakers for pre-retirement workshops;
  - (ii) welcoming retirees as members of the Association in accordance with its bylaws;
  - (iii) welcoming prospective employees, within a year of retirement, as associate members of the Association in accordance with its bylaws; and
  - (iv) making its Newsletters and other publications available to all employees through its University-hosted website.
- e. The Association will work with the KPU Foundation to facilitate the creation of

an endowment to support student scholarships and bursaries, and will provide a "Donate" button on its University-hosted website.

- f. The Association will, in carrying out its duties hereunder, comply with all applicable laws, regulations and other guidelines to which it may be subject; moreover, specifically, the Association will act in accordance with its purposes (the "Purposes") as set out in its constitution, a copy of which is attached as Appendix B.
- g. The Association shall indemnify and hold harmless the University and any of its officers, employees, servants, agents and contractors from any and all loss, damages, judgements, costs, actions, liability, claims or expenses arising out of any act, omission, error, deed or other matter on the part of the Association, its officers, employees, servants, agents, contractors and volunteers and the use and/or occupation of the premises belonging to the University by the Association and any of its officers, employees, servants, agents, contractors and volunteers.

#### 5. UNIVERSITY ACKNOWLEDGEMENTS

- a. The University acknowledges that the Association may use a range of communication methods, including but not limited to, email, direct mail, a group email address [kpura@kpu.ca](mailto:kpura@kpu.ca), the Retirees Newsletter and, as part of the University's website, webpages for the Association's retiree-focused website as the Association's main channels of communication with retirees. The University and the Association will collaborate in producing suitable communication materials for retirees, subject to the approval of the Office of the President or Provost.
- b. The University acknowledges that the Association will be the sole beneficiary of revenue generated through retiree merchandise revenue sales.

#### 6. LICENSE OF UNIVERSITY NAME

- a. The University consents to the Association's use of the name "Kwantlen Polytechnic University" and the use of the University logo as part of the brand and registered corporate name of the Association.
- b. The University grants to the Association and the Association hereby accepts a license to use the words "Kwantlen Polytechnic University" as a trade-mark in connection with the Association's performance of its Purposes, such license being granted on a limited, revocable, exclusive, non-transferable, non-sublicensable and royalty-free basis in North America. The use of "Kwantlen Polytechnic University" in connection with the Association will not suggest that KPU is representing the Association.
- c. Subject to the approval of the University's Executive Director, Marketing and Recruitment, the Association will work in consultation with the University's Marketing Department to create its own logo and branding that incorporates

some or all of the University's name.

- d. Except as permitted by the University in writing, the Association will not register or apply to register its name or any trade-mark in any jurisdiction.
- e. The Association agrees that its use of the name "Kwantlen Polytechnic University", the University's marks and the University logo will be in keeping with the University's branding guidelines.

## 7. AMENDMENT

- a. The University and the Association may at any time, and from time to time, amend this Agreement by agreement in writing.

## 8. TERMINATION

- a. The University and the Association may at any time agree to terminate this Agreement by agreement in writing.
- b. The University or the Association may terminate this Agreement on 365 days' notice in writing to the other.
- c. Notwithstanding section 9.(b), the University or the Association may terminate this Agreement if:
  - (i) the other party is in substantial default in its obligations under this Agreement; and
  - (ii) the University and the Association do not agree on how to deal with the default within 60 days of the defaulting party being notified of the default; and
  - (iii) failing agreement, the party in default does not cure the default within a reasonable time of being notified in writing that it must remedy the default.
- d. In the event that the University terminates the Agreement, it will reimburse the Association in respect of any costs incurred by the Association on behalf of the University provided that such cost was one incurred by the Association pursuant to an express agreement or direction in writing from the University that the Association incur the debt on behalf of the University.
- e. In the event that the Association terminates the Agreement, it will reimburse the University in respect of any cost incurred by the University on behalf of the Association provided that such cost was one incurred by the University pursuant to an express agreement or direction in writing from the Association that the University incur the debt on behalf of the Association.

## 9. GENERAL

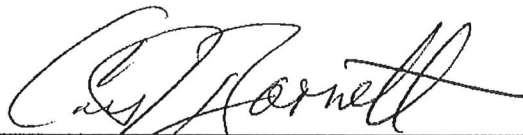
The Association acknowledges and understands that the University is a public body subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia) ("FIPPA") and owes obligations of privacy and confidentiality to its employees and students. In

the event that one party requests personal information from the other, the requesting party shall comply with the provisions of FIPPA and agrees to execute any documentation or take any other measures, as reasonably required, to prevent the unauthorized disclosure of personal information.

- a. The Association and the University may wish to disclose confidential information to each other in connection with the terms of this Agreement. All written confidential information disclosed from one party to the other shall be clearly marked as “confidential” or “proprietary”, while any verbal disclosures shall be designated as confidential at the time of the disclosure or identified in writing as confidential within thirty (30) days of such verbal disclosure. Each party agrees that such confidential information will not be disclosed to third parties and that reasonable and prudent practices shall be followed to maintain the information in confidence. If any unauthorized disclosure of confidential information occurs, whether intentionally or accidentally, the party who made the unauthorized disclosure will immediately notify the other party of all pertinent facts and the parties will mutually agree to the steps that will be taken to retrieve the wrongly disclosed confidential information.
- b. The Parties are independent parties and nothing in this Agreement shall constitute either Party as the employer, principal or partner of or joint venture with the other Party. Neither Party has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.
- c. If any of the terms of this Agreement are inconsistent with any law applicable to either the University or the Association, the term of the Agreement, to the extent of the inconsistency, will be of no force and effect; but so far as they are not affected by the inconsistency, the other terms of the Agreement will remain in force and effect.
- d. The Parties will promptly do, make execute or deliver, or cause to be done, made executed, or delivered all such further acts, documents and things as any other Party to this Agreement may reasonably require from time to time for the purpose of giving effect to the terms, conditions intent and meaning of this Agreement.
- e. Either Party’s failure to act with respect to any breach by the other Party of this Agreement does not waive its right to act with respect to any subsequent or similar breaches.


IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

FOR THE KWANTLEN POLYTECHNIC UNIVERSITY RETIREES' ASSOCIATION:

  
\_\_\_\_\_  
Chair, KPURA *Carol Barnett*

February 25, 2021  
Date

FOR KWANTLEN POLYTECHNIC UNIVERSITY:

  
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Digitally signed by Dr. Alan Davis  
DN: cn=Dr. Alan Davis, o=KPU, ou=Office of the  
President, email=alan.davis@kpu.ca, c=CA  
Date: 2021.02.22 15:44:29 -08'00'

Alan Davis, President and Vice Chancellor

February 22, 2021

Date



**APPENDICES** to this Memorandum of Understanding  
between the University and the Association

Appendix A: Revenue Generating Opportunities Exclusive to the Association

Appendix B: KPURA Constitution

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**APPENDIX A: Revenue Generating Opportunities Exclusive To The Association**

- a) Sales of all current and future retiree branded merchandise including but not limited to:
  - Retiree Business Cards
  - Retiree wear
  - KPU Retiree Rings and Jewelry
- b) Royalties from all current and future affinity partnerships such as
  - Investment companies or agents
  - Insurance companies or agents
  - Coast Capital Savings
- c) Retiree events and other non-gift fundraising initiatives.

**APPENDIX B: KPURA Constitution**

Incorporation Number: S0069569

Business Number: 74628 8919 BC0001

Filed Date and Time: June 28, 2018 04:13 PM Pacific Time

The name of the Society is KWANTLEN POLYTECHNIC UNIVERSITY RETIREES ASSOCIATION

The purposes of the Society are:

1. to encourage fellowship among retirees by maintaining existing and promoting new friendships;
2. to organize social events for Kwantlen Polytechnic University retirees;
3. to facilitate continued engagement with the Kwantlen Polytechnic University;
4. to facilitate the free exchange of information and discussion of topics of interest to members;
5. to advocate on issues and topics agreed to by the Society;
6. to represent the members of the Society to Kwantlen Polytechnic University and other entities.
7. to raise funds or develop sources of income for the foregoing purposes; and
8. to do all such other things as are incidental and ancillary to the attainment of the foregoing purposes and the exercise of the powers of the Society.