

This MEMORANDUM OF UNDERSTANDING dated the 30th day of May, 2011

BETWEEN:

THE CANADIAN MUSEUM FOR HUMAN RIGHTS

- and -

THE UNIVERSITY OF MANITOBA

WHEREAS:

The Canadian Museum for Human Rights mission is to explore the subject of human rights, with special but not exclusive reference to Canada, in order to enhance the public's understanding of human rights, to promote respect for others and to encourage reflection and dialogue. A human rights perspective entails an ongoing practice of listening, dialogue, collaboration and struggle for the fuller realization of people's rights.

WHEREAS:

The University of Manitoba is the largest and only research-intensive accredited post-secondary educational institution in Manitoba, committed to focusing on issues relevant to the public and well-placed to encourage discussion of human rights, peace, justice and respect for others.


NOW THEREFORE BOTH PARTIES AGREE:

- A. The President and C.E.O. of the Canadian Museum for Human Rights (CMHR) and the President of The University of Manitoba (UM), for the purpose of furthering co-operation in a wide variety of activities, hereby affirm their intent to promote such co-operative activities as will be of mutual benefit for their respective institutions. Co-operative activities are considered here to include but are not limited to:
1. Development of mutually beneficial educational and training programs;
 2. Co-operation in the development of research programs and activities, including through UM's Centre for Human Rights Research;
 3. Development of exhibitions;
 4. Co-operation in the recruitment of professional staff by CMHR;
 5. Co-operation in the recruitment of professional affiliates by UM;
 6. Co-operation in the development and management of library and archival collections;
 7. Co-ordination of visiting speakers, seminars, conferences, workshops, consultations and colloquia on topics of mutual interest;
 8. Collaboration as appropriate for involvement in the *Canadian Journal of Human Rights* and other research publications of mutual interest;
 9. Development of student internships and other student opportunities; and
 10. Any other activity considered by both parties to be of mutual benefit.
- B. Details of the implementation of any particular co-operative activity resulting from this Memorandum of Understanding shall be negotiated between the two institutions as such specific case may arise, and if mutually deemed advisable, will be outlined in a Supplementary Agreement between the institutions. Supplementary Agreements are

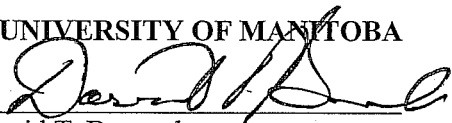
subject always to availability of sufficient funds and resources at the respective institutions.

- C. The institutions recognize that co-operative activities resulting from this MOU may result in the development of various types of intellectual property and technology transfer. The institutions are committed to working in good faith to develop fair principles for dealing with intellectual property and technology transfer, including ownership, use, publications, and confidentiality. These principles will be incorporated into the Supplementary Agreements regulating these co-operative activities.
- D. Both parties shall designate a liaison office for this Memorandum of Understanding and for any Supplementary Agreements. For CMHR, the office shall be the Manager of Partnerships and Government Relations. For UM, the liaison office shall be the Office of the Associate Vice-President (Research).
- E. In order to guide the co-operative activities anticipated by this Memorandum of Understanding, there shall be a CMHR – UM Committee consisting of members appointed by CMHR and UM. The Steering Committee shall meet at least once annually to review recent achievements and planned activities under this Memorandum of Understanding. The Committee shall establish its own rules and procedures.
- F. Both parties agree to include the logos and web addresses of both parties in promotional material for co-sponsored events and projects.
- G. Both parties agree to discuss and consider further opportunities to work together to advance human rights education and programming consistent with the mandates, missions, objectives and values of each party, and to create opportunities to change thought and action with respect to human rights.
- H. This Memorandum of Understanding reflects the commitment of the institutions to co-operative activities as of the date first written above and the terms articulated herein are valid for three years from the date of both Parties signing this Memorandum.
- I. This Memorandum of Understanding may be amended by mutual written agreement. The terms herein do not give rise to any binding obligations under law for either party.
- J. This Memorandum of Understanding may be terminated at any time by either party, provided that notice of termination is provided by the notifying party to the other party at least ninety (90) days in advance of the date on which the termination is intended to become effective. Any termination of this Memorandum of Understanding shall not have effect on any arrangement in place at the time that the notice is provided, where the arrangement arises from any Supplementary Agreements resulting from this Memorandum of Understanding. Supplementary Agreements may only be terminated in accordance with the terms contained therein.


IN WITNESS WHEREOF the parties hereto have executed the Memorandum of Understanding as of the date first written above




Witness

THE UNIVERSITY OF MANITOBA
Per: 

Dr. David T. Barnard
President and Vice-Chancellor



Witness

CANADIAN MUSEUM FOR HUMAN RIGHTS
Per: 

Stuart Murray
President and Chief Executive Officer