

Memorandum of Understanding

This Memorandum of Understanding made effective the ____ day of _____, 2026.

Between:

The City of Prince Albert, a municipal corporation pursuant to the provisions of *The Cities Act*, Chapter C-11.1, S.S. 2002 (“City”)

- and -

The University of Saskatchewan, a statutory body corporate continued under *The University of Saskatchewan Act, 1995*, Chapter U-6.1, S.S. 1995 (“University”)

Introduction

- A. The City and the University wish to establish a relationship of collaboration and constructive achievement in intersecting areas of work, including, without limitation, community and residential development, transportation, community health and wellness, sustainability initiatives, recreation, joint research projects and student learning opportunities;
- B. The University’s research and innovation are driving advancements in healthcare, engineering, food, energy, water, entrepreneurship and many more areas that are complimentary to initiatives and prioritized projects undertaken and planned by the City, such that in cooperation they have opportunity to advance and shape a healthier, sustainable and prosperous community in Prince Albert;
- C. The University and the City wish to reinforce the mutually beneficial relationship so that both organizations can benefit from their respective expertise while respecting the autonomy of the other party;
- D. The City’s *Strategic Plan* and the University’s *Mission, Vision and Values* both speak to many common principles, such as commitments to community, innovation, diversity and sustainability, as well as valuing integrity and respect.
- E. The University and the City both seek to serve and enhance the public good, and through innovative and collaborative solutions seek to address issues of mutual concern; and

- F. The parties wish to be intentional and strategic about collaborating and have set out a defined means of achieving this.

Now, therefore, the parties set out their understanding as follows:

Interpretation

1. In this Memorandum of Understanding (“MOU”), the following words and expressions, wherever used, shall have the following meanings:
 - (a) “chief executive” means the Mayor for the City of Prince Albert and the President for the University or local designate, along with such members of their respective senior administrations and/or governance bodies as the Mayor and President may each designate;
 - (b) “collaborative opportunity” means an initiative that is identified by the parties as one that is worthy of further exploration or development;
 - (c) “MOU” means this instrument and all schedules that are referenced and attached, as amended from time to time;
 - (d) “project” means an endeavour that the parties wish to pursue in a more formal fashion through a stand-alone agreement; and
 - (e) “working group” means the senior personnel of each party that are tasked with identifying and addressing the pursuit of collaborative opportunities in furtherance of this MOU.

Term and Limitation

2.
 - (1) This MOU shall be effective on the date of execution and shall be reviewed every four years. This MOU may be terminated as expressly provided herein.
 - (2) This MOU serves to define the means to enhance and encourage further joint engagements; however, the parties acknowledge and agree this MOU is not meant to create a binding legal relationship, enforceable rights or obligations between them, except to the extent outlined in paragraph 12 below, but rather it is the expectation of the parties that if a joint project is pursued, the parties, acting reasonably, shall negotiate and execute a legally binding agreement with respect to the same that will set out the obligations and responsibilities of each.

Purpose

3. (1) The purpose of this MOU is to identify a process through which the parties may identify and commit to work collaboratively on current or future engagements, and this will be overseen by a working group, which is further and better defined in this MOU.
- (2) The second purpose of this MOU is to set in motion a process under which the two parties shall experience a greater degree of collaboration.

Costs

4. The parties each intend to assign internal resources to complete the tasks set out in this MOU. The parties acknowledge and agree that any retention of third-party consultants or the launch of any project requiring other resources, and associated cost sharing, shall be agreed to in writing in advance of any expenses being incurred.

Leadership Meetings

5. The chief executive leaders of the parties will endeavour to meet on an annual basis to discuss current and future strategic engagements and to evaluate, generally, this MOU and the areas of collaboration and opportunity, or more frequently as may be agreed to benefit the objectives of this MOU.

Working Group

6. (1) The parties shall establish a working group with representation from each party.
- (2) The members of the working group shall be those tasked by each of the parties to serve in such a role to increase the collaborations between the two parties.
- (3) Each of the parties shall advise the other in writing as to who will serve as their representatives.
- (4) The working group shall develop terms of reference that further and better describes the tasks of the working group. The terms of reference is subject to the approval of the chief executives of the parties.

- (5) The working group may identify opportunities for specific projects that would be further and better described in a more formal agreement in accordance with the next section of this MOU.

Project Identification and Formalization

7. Either party or the working group may wish to see a specific initiative become a more formal business endeavour which would require specific commitments of time, resources or funds, and if the parties agree such an initiative would become a project and the same would be subject to a formal agreement detailing the purpose, cost, term and responsibilities. For clarity, if a project is formalized and it requires the engagement of a third party, the parties, acting reasonably, shall consider and determine together the appropriate means of procuring the services of such a third party.

Consensus Approach

8. It is the expectation of the parties that the leadership, working group and the parties, generally, shall employ a consensus approach to decision making with respect to this MOU and its interpretation, the identification and course to be followed for any collaborative opportunity or for any project.

Confidentiality

9. (1) During the course of this MOU, each party acknowledges that proprietary information and personal information and other related material disclosed and identified by either party as confidential, proprietary and/or personal information are retained by the disclosing party as its proprietary property, and the receiving party agrees not to disclose all or any part of proprietary information or personal information to any third party, or other employees not directly involved, in any form, without the written consent of the party, except for information which:
 - (a) at the time of disclosure is in the public domain;
 - (b) after disclosure becomes a part of the public domain by publication by the party or otherwise enters the public domain through no fault of the receiving party; or
 - (c) is made available to the receiving party by a third party who did not require the receiving party to hold it in confidence and who had a right to make such disclosure.

- (2) For a particular collaboration, a party may ask individuals receiving proprietary information and personal information to confirm this non-disclosure requirement.
- (3) The parties, acting reasonably, shall take steps to preserve and protect the confidential, proprietary and personal information of or held by the other that is received, and upon request, return or destroy the same upon the conclusion of any collaboration, project or upon termination of this MOU. The parties, however, acknowledge they are both subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*, Chapter L-27.1, S.S. 1990-91 (Saskatchewan) and its regulations and must adhere to and properly apply the provisions of these applicable privacy laws.

Termination

10. Either party may terminate this MOU upon providing the other with 90 days' notice of its intention to do so, and any work, collaborative opportunity or project would continue following the expiration of the notice period unless the parties determine that a collaborative opportunity or project should cease.

Laws of Saskatchewan

11. Each of the parties is carrying on business in the Province of Saskatchewan and substantially all of the obligations of the parties are to be performed in the Province of Saskatchewan and, therefore, this MOU shall be construed, interpreted and enforced in accordance with the substantive laws of the Province of Saskatchewan and the federal laws of Canada without giving effect to principles of conflicts of laws.

Relationship

12. The parties agree that this MOU does not and is not intended to create a partnership or joint venture, and that each party remains independent of the other and that no action of one creates any obligation of the other unless that other party has agreed, in advance and in writing, to be bound by that obligation. It is further agreed that only paragraphs 9 through 14 inclusive of this MOU are intended to be legally binding and that the remainder of this MOU is not intended to create any legal binding obligations on either party.

Amendments

13. This MOU shall not be amended, modified, supplemented or altered except as agreed upon by the parties in writing.

Entire MOU

14. This MOU constitutes the entire agreement between the parties. The parties acknowledge that there are no collateral agreements or representations, warranties, promises or inducements not embodied herein and that if any act or statement of the other might be construed as a collateral agreement or representation or warranty or promise or inducement, that the same has not been relied upon.

Signed by The City of Prince Albert this _____ day of _____, 2026.

The City of Prince Albert

(Municipal seal)

Mayor

City Clerk

Signed by The University of Saskatchewan this _____ day of _____, 2026.

The University of Saskatchewan

President and Vice-Chancellor
for Chair, Board of Governors

Secretary, Board of Governors