

THE CORPORATION OF THE TOWN OF PELHAM

("the Town")

- and -

INNOVA STEM LABS INC.

("Innova")

MEMORANDUM OF UNDERSTANDING

WHEREAS the Town wishes to implement a program of summer camps with a focus on science, technology, engineering and math ("STEM Camp Program");

AND WHEREAS Innova has equipment and resources to support the Town's operation of a STEM Camp Program;

AND WHEREAS the Town and Innova wish to collaborate to implement the STEM Camp Program in the Town of Pelham for the 2022 summer season;

NOW THEREFORE in consideration of the promises and covenants in this Memorandum of Understanding and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Town and Innova (each "a party" and collectively "the parties"), confirm their mutual understanding of, and agreement to, the following terms:

1. Purpose

1.1. This Memorandum of Understanding sets out all rights and responsibilities of the Town and Innova in relation to the STEM Camp Program.

2. Term

2.1. This Memorandum of Understanding comes into effect on the date it is signed by the parties and will continue until 5:00 p.m. on September 9, 2022, unless it is amended or terminated in accordance with section 8 or is rendered null and void in accordance with section 3.6 ("the Term").

3. Details and Location of the STEM Camp Program

3.1. The STEM Camp Program will commence on July 18, 2022 and will consist of seven (7) weekly sessions, each of which will run Monday to Friday from 9:00 a.m. to 4:00 p.m. The parties may, by mutual agreement, schedule additional STEM Camp Program activities to take place outside these hours.

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- 3.2. The Town is the registered owner of the Meridian Community Centre located at 100 Meridian Way in Fonthill, ON ("the MCC"). The STEM Camp Program will be held at the MCC.
- 3.3. Innova is the registered owner of a portable trailer that operates as a mobile STEM lab ("the Mobile Lab") and all equipment within the trailer, including but not limited to laptops, microcontrollers, 3D printers, virtual reality goggles, augmented reality goggles, electronics, robotics kits and other technological and non-technological equipment. The STEM Camp Program will use the Mobile Lab for its operations
- 3.4. Innova will transport the Mobile Lab to the MCC and, subject to approval by the Town acting reasonably, will situate it in a parking area on the north side of the MCC for the duration of the Term ("the Mobile Lab Location").
- 3.5. The Town grants to Innova a non-exclusive licence to use the Mobile Lab Location and to access such other areas of the MCC as may reasonably be required by Innova in accordance with its rights and responsibilities under this Memorandum of Understanding. Innova will pay no licence fee to the Town.
- 3.6. In July 2022 and August 2022, the Town will pay to Innova a rental fee for the Mobile Lab, provided that the Town has secured and received a full financial sponsorship for that purpose. The rental fee payable for the period from July 18, 2022 to July 31, 2022 is one thousand dollars (\$1,000.00). The rental fee payable for the month of August 2022 is two thousand dollars (\$2,000.00). In the event that the Town does not receive a full financial sponsorship in these amounts, this Memorandum of Understanding is null and void in its entirety.

4. Rights and Responsibilities of the Town

- 4.1. The Town will, at its sole expense, supply electricity to the Mobile Lab during the Term, including the installation of a 50-amp electrical receptacle on the exterior of the MCC to service the Mobile Lab during the Term.
- 4.2. The Town will operate all aspects of the STEM Camp Program and, without limiting the generality of the foregoing, will:
 - (a) advertise, promote and publicize the STEM Camp Program;
 - (b) receive and process STEM Camp Program registrations and camp fees;
 - (c) subject to section 5.1, provide all materials and supplies required to operate the STEM Camp Program;
 - (d) provide all staff required to operate the STEM Camp Program;
 - (e) subject to section 5.2, provide general employment training to STEM Camp Program staff;
 - (f) be responsible for all staff wages and employment obligations, including during the training period(s) described in section 5.2; and

(g) maintain all areas of the MCC used for the STEM Camp Program.

- 4.3. Other than the expenses for which Innova is responsible in accordance with section 5 of Memorandum of Understanding, the Town will pay all fees, costs and expenses arising from and/or associated with the operations of the STEM Camp Program ("Operating Expenses").
- 4.4. The Town is entitled to retain all fees collected in relation to the STEM Camp Program to offset the Operating Expenses; however, in the event that there is a surplus of funds at the end of the Term, meaning that revenues generated in relation to the STEM Camp Program exceed the Operating Expenses, the Town and Innova will each be entitled to fifty percent (50%) of the surplus.
- 4.5. The Town will maintain insurance coverage in accordance with section 6 of this Memorandum of Understanding.
- 4.6. The Town will not assign any right or responsibility under this Memorandum of Understanding without the prior written consent of Innova.

5. Rights and Responsibilities of Innova

- 5.1. Innova will provide all curriculum materials required for the STEM Camp Program at no cost to the Town and grants the Town a non-exclusive licence to access, use, copy and distribute the curriculum materials as required to operate the STEM Camp Program.
- 5.2. Innova will provide program-specific training and certification to STEM Camp Program staff at no cost to the Town; however, the Town remains responsible for the wages and employment obligations of the STEM Camp Program staff during any such training period(s).
- 5.3. Innova will transport the Mobile Lab and situate it in the Mobile Lab Location prior to the commencement of the first session of the STEM Camp Program at no cost to the Town.
- 5.4. Innova will ensure that all equipment in the Mobile Lab is fully operational and in good working order prior to the commencement of the first session of the STEM Camp Program and for the duration of the Term.
- 5.5. Innova will complete any necessary inspections, maintenance and/or repairs of the Mobile Lab and all equipment within it during the Term. Innova is solely responsible for the cost of such inspections, maintenance and repairs unless the need for same was caused by the negligence of the Town or anyone for whom it is in law responsible, in which case the Town will reimburse Innova for the reasonable cost of the inspection, maintenance and/or repair.

- 5.6. At the end of the Term, Innova will remove the Mobile Lab from the Mobile Lab Location at no cost to the Town and will repair, to the satisfaction of the Town acting reasonably, any damage to the Mobile Lab Location caused by the Mobile Lab, including its installation and/or removal.
- 5.7. Innova will maintain insurance coverage in accordance with section 6 of this Memorandum of Understanding.
- 5.8. Innova will not assign any right or responsibility under this Memorandum of Understanding without the prior written consent of the Town.

6. Insurance and Indemnity

- 6.1. During the Term, Innova will obtain and maintain in full force and effect one or more policies of insurance providing physical asset coverage for the Mobile Lab and its contents including, without limitation, property damage caused by fire, vandalism, theft or any other cause.
- 6.2. During the Term, each party will obtain and maintain in full force and effect a policy of comprehensive general liability insurance with limits of not less than two million dollars (\$2,000,000.00) for any one occurrence and that names the other party as an additional insured but only with respect to this Memorandum of Understanding. The parties will provide one another with evidence of this insurance upon request.
- 6.3. Each party will indemnify and save harmless the other party and its officers, employees and agents from and against all losses, claims, actions, demands, liabilities and expenses in connection any personal injury or property damage occasioned by or caused wholly or in part by any negligent act or omission of that party or anyone for whom it is in law responsible.

7. Confidentiality

- 7.1. Subject to section 7.2, the parties will not disclose confidential or proprietary information received pursuant to this Memorandum of Understanding and/or in the course of implementing or operating the STEM Camp Program.
- 7.2. Notwithstanding section 7.1, the parties acknowledge that any information collected by and/or exchanged with the Town pursuant to this Memorandum of Understanding is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56.

8. Amendment and Termination

- 8.1. This Memorandum of Understanding may be amended by mutual agreement of the parties at any time. Any amendments will be made in writing, signed by the parties, and appended to this Memorandum of Understanding.

- 8.2. This Memorandum of Understanding may be terminated by either party on thirty (30) days' written notice.
- 8.3. This Memorandum of Understanding may also be terminated by the parties' mutual agreement, which agreement will be made in writing, signed by the parties and appended to this Memorandum of Understanding.
- 8.4. Termination of this Memorandum of Understanding will be without prejudice to the rights of either party against the other that may have accrued up to the date of termination.

9. Dispute Resolution

- 9.1. If a dispute arises as to the interpretation, application and/or execution of this Memorandum of Understanding, the parties will confer in good faith to resolve the dispute.
- 9.2. If the parties are unable to resolve the dispute, the matter shall be mediated and/or arbitrated. If the matter is not resolved through mediation, it will go to and be resolved through binding arbitration. The decision of the arbitrator will be final and binding on the parties.
- 9.3. The parties will each bear their own costs associated with the determination of disputes arising under this Memorandum of Understanding, including but not limited to legal costs and arbitration costs.

10. General

- 10.1. This Memorandum of Understanding constitutes the entire understanding and agreement between the parties relating to the matters set out herein. There are no other representations, covenants or terms relating to the subject matter of this Memorandum of Understanding and this Memorandum of Understanding supersedes any and all prior discussions, understandings or agreements between the parties relating to its subject matter.
- 10.2. Nothing in this Memorandum of Understanding will be deemed to create any partnership, agency or joint venture between the Town and Innova.
- 10.3. The invalidity or unenforceability of a particular term of this Memorandum of Understanding will not limit the validity or enforceability of the remaining terms, each of which is distinct and severable from all other terms contained in this Memorandum of Understanding.
- 10.4. This Memorandum of Understanding will be governed by and construed in accordance with the law of the Province of Ontario and the laws of Canada applicable herein.

- 10.5. This Memorandum of Understanding may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email.

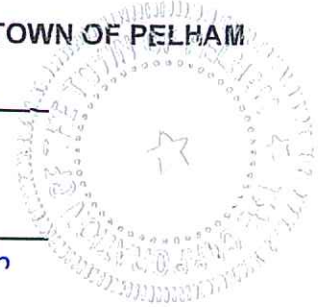
[signature page follows]

EXECUTED as a Memorandum of Understanding this 22 day of June, 2022.

THE CORPORATION OF THE TOWN OF PELHAM

By: [Signature]
Name: Holly Wifford
Title: Town Clerk

By: [Signature]
Name: Mayor Marvin Jushin
Title: _____



I/We have authority to bind the Corporation.

Date: _____

INNOVA STEM LABS INC.

By: [Signature]
Name: Rasha K. Nossery
Title: President

By: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

Date: 14 Jun 2022