



The Corporation of the Town of Milton

Report To:	Council
From:	Executive Services - Economic Development Andy Scott, Director, Strategic Initiatives and Business Development
Date:	September 13, 2021
Report No:	ES-007-21
Subject:	Memorandum of Understanding - Innovation Collective partnership
Recommendation:	<ul style="list-style-type: none"> • THAT Mayor and Town of Milton Council delegate authority to the Director, Strategic Initiatives and Business Development, or designate, to sign the Innovation Collective Memorandum Of Understanding, and any amendments and associated documents.

EXECUTIVE SUMMARY

Council approved the Milton Education Village (MEV) Secondary Plan in December 2020. This approval, in conjunction with the recent announcement of Provincial support for the for the MEV including a Minister's Zoning Order (MZO) to expedite development, represents significant progress in bringing the vision for the MEV to life.

In alignment with the Council-Staff Work Plan, the MEV continues to be a strategic priority for Economic Development and all departments across the corporation.

In order to fully realize the broader vision for the MEV, work must now take place with key partners to begin to move the project from a conceptual plan to a thriving hub for residents as well as education, innovation, technology, research and entrepreneurship, as identified in the MEV Secondary Plan.

As Staff across the corporation continue to work through the planning process to support a steady stream of anticipated development on the MEV lands, Milton's Economic Development division has begun to develop a robust investment attraction strategy for the MEV that dovetails with the Secondary Plan. At the core of this strategy is a goal to collaborate with our post-secondary partners and other stakeholders to ensure there is a strong foundation of business support programs for new investment.



EXECUTIVE SUMMARY

In order to forge ahead on strategic priorities with several key MEV partners, Economic Development staff have begun to explore opportunities to collaborate with Conestoga College, Wilfrid Laurier University and Haltech on a formalized program to enhance innovation and entrepreneurship in Milton. The Memorandum of Understanding attached to this report is the first step toward solidifying this partnership and establishing the parameters for how the partners will work together.

REPORT

Background

Milton has had a longstanding partnership with both Wilfrid Laurier University and Conestoga College, centred on the common goal of establishing a post-secondary campus within the Milton Education Village. In 2008, the Town of Milton and Wilfrid Laurier University signed an MOU that identified several areas of collaboration, with the ultimate goal of gaining Provincial approval to move forward with a post-secondary campus in Milton. Through several refinements and extensions over the years, this previous MOU served its purpose and expired early in 2021.

The recent approval from the Province of Ontario in June 2021 to move forward on a post-secondary campus in the MEV with both Conestoga College and Wilfrid Laurier University as partners, (and with expedited land use approvals in place) has established a paradigm shift for the MEV project that is now centred on implementation. To this end, Staff have identified increased and more tactical collaboration with its post-secondary partners as a critical next step toward sustaining momentum in the MEV.

In October 2020, Economic Development began exploring the potential of a partnership between Wilfrid Laurier University, Conestoga College and Haltech Regional Innovation Centre that could lead to a cutting edge Town-University-College-Innovation Centre partnership, centrally-located in Milton. Over the course of several months, the group worked together to identify shared interests, values, and organizational goals, while uncovering individual strengths and possible resources that each organization could commit to a joint venture that would push forward a shared agenda.

In July 2021, a shared mission and vision were established. This shared vision was to build upon a community-integrated, innovative, and relevant education ecosystem in Milton dedicated to driving the social development, environmental health, and prosperity of Ontario, Halton Region and Milton through academic and research excellence, innovation research and business support services. The group agreed on calling this joint venture, the “Innovation Collective”.

Background

Through research, data collection and interviews, the group identified some immediate needs within the community and flagged key opportunities to explore. Laurier staff led the group through two sessions of scenario planning to establish four possible avenues that a joint project between these partners could take, and presented the possibilities for how each partner could contribute to these scenarios.

In July 2021, a draft MOU was completed that lays the foundation for collaboration between the Town of Milton, Conestoga College, Wilfrid Laurier University and Haltech on providing innovation support within Milton and across Halton Region. The draft MOU has since been approved and signed by each of the Town of Milton's partners in this initiative.

Discussion

With the framework for the Innovation Collective now established, the time has come to formalize this partnership with Council support. If Council chooses to support the project through the attached MOU, the creation of a tactical plan for the Innovation Collective will immediately follow, as the group invests time and resources to determine the feasibility of each scenario and to find the option that best serves the advancement of the Innovation Collective's mission for Milton. Once that is established, the Innovation Collective will target immediate opportunities for available grant options and funding streams through Provincial and Federal programs that could help to move this project forward.

As an initiative of Milton Economic Development, the MEV Innovation Centre also has a central role to play in this work. The MEV Innovation Centre has been integral to providing a local hub for supporting Milton's entrepreneurial, start-up eco-system. The goal in creating the Innovation Centre was always to realize its full potential with the help of academic and industry partners. Through the Innovation Collective, this vision can now begin to be realized and expanded upon, as the assistance of these important partners will allow us to create a truly unique program for regional innovation, business acceleration, and academic excellence.

Through this report, the Innovation Collective and Economic Development division are requesting Council support for the signing of a Memorandum of Understanding (MOU) to formalize the working partnership among all four stakeholders. If approved by Council, the Economic Development team will work closely with the Innovation Collective partners to develop tactical and operating plans with clearly defined deliverables.

As outlined in the MOU, other immediate priorities and next steps for the Innovation Collective will include:



Discussion

- Participation in monthly/quarterly meetings to develop a collaborative action plan
- Identification of targeted strategic initiatives focused on economic recovery and/or pandemic-induced barriers to workforce development
- Development of initiatives to support innovation opportunities in key industry sectors that include, but are not limited, to environmental/sustainable engineering, climate change management, and green technologies
- Prioritizing regional-specific needs that support the growth and scale of start ups and SMEs
- Facilitating the shared access to relevant expertise and resources to quickly seize upon strategic opportunities and funding that support the innovation community
- Engagement and the proactive pursuit of strategic partners, investors and funding agencies that may support the Innovation Collective and it's vision for Milton
- Building equitable products, services, and content designed to foster a thriving and inclusive innovation community

Moving forward, staff will also begin to explore opportunities to welcome additional partners to the Innovation Collective. Staff have initiated preliminary discussions with Halton Region Economic Development and have received positive feedback on the potential for the Region to support the Innovation Collective, and assist the group in pursuit of broadening the group of stakeholders.

With Council support and delegated authority to sign the attached MOU, the Innovation Collective partners will align their efforts independently and collectively to execute the activities identified in this report, and create a stronger innovation ecosystem that will benefit both the Town of Milton and the entire Region of Halton.

Financial Impact

There are no immediate financial impacts associated with this report or the MOU. Staff will review and present financial considerations for future budget consideration.

Respectfully submitted,

Andy Scott
Director, Strategic Initiatives and Business Development



The Corporation of the Town of Milton

Report #:
ES-007-21
Page 5 of 5

For questions, please contact:

Phone: Ext. 2160

Michael Launslager, Manager,
Economic Development

Attachments
Innovation Collective MOU

CAO Approval
Andrew M. Siltala
Chief Administrative Officer

MEMORANDUM OF UNDERSTANDING

Made effective as of the _____ day of _____, 2021.

BETWEEN:

WILFRID LAURIER UNIVERSITY
("Laurier")

- and -

CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
("Conestoga")

- and -

HALTECH
("Haltech")

- and -

THE CORPORATION OF THE TOWN OF MILTON
(the "Town")

WHEREAS:

- A. Laurier, Conestoga, Haltech and Town (collectively the "Parties" or individually a "Party") are each currently engaged in providing education, services, and activities that facilitate the translation of scientific, social or technological innovation into sustainable and scalable enterprises that support the development of strong economic growth in the Town of Milton and surrounding area(s);
- B. The Parties have publicly shared a vision to build upon a community-integrated, innovative, and relevant education ecosystem in Milton that will drive the social development, environmental health, and prosperity of Ontario through academic and research excellence, and business support services.
- C. The Parties are interested in further collaborating with each other on activities in the areas of innovation and entrepreneurship in the Town of Milton and the Region of Halton;

NOW THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding ("MOU") to confirm their mutual interest in collaborating on opportunities to enhance the innovation ecosystem in the Town and have set out their mutual understanding of these interests as follows:

1. Purpose

The Parties intend to work together and independently to plan activities and strategic initiatives, including seeking funding or investments, to create an innovation ecosystem in the Town and the Region of Halton. The Parties recognize the benefits to be derived from collaborative activities and the sharing of resources and services and believe that engaging in such initiatives will enhance their impact on their stakeholders while fulfilling their commitment to the community. The Parties will endeavour to create a range of collaborative opportunities in response to regional and provincial demand and in recognition of the synergies and complementarity of programs and activities currently existing and to be developed by the Parties.

2. Collaboration

The Parties intend to engage in a range of activities and programming based on their respective innovation mandates and objectives. Each area of collaborative activity will be subject to the availability of funds, personnel and other resources and subject to the applicable policies and procedures of the Parties, which each shall separately determine.

The expected collaborative activities:

- Participate in monthly/quarterly meetings to develop a collaborative vision and action plan
- Target immediate, strategic initiatives focused on economic recovery and/or pandemic-induced barriers to workforce development
- Support innovation opportunities in key industry sectors that include but are not limited to environmental/sustainable engineering, climate change management, and green technologies
- Prioritize regional-specific needs that support the growth and scale of start ups and SMEs
- Facilitate shared access to relevant expertise and resources to quickly seize upon strategic opportunities that support the innovation community
- Engage with prospective strategic partners, investors and funding agencies that may support the innovation ecosystem
- Build equitable products, services, and content designed to foster a thriving and inclusive innovation community

3. Term and Termination

The Parties intend to allow for a period of two (2) years from the date of execution of this MOU to explore the opportunities identified herein, which time shall be renewed automatically for a one (1) year period unless, written notice of their intent not to continue the relationship is provided by the Parties. This MOU may be further extended or renewed by mutual, written agreement of the Parties.

Any Party may terminate its participation in this MOU by providing not less than ninety (90) days' notice in writing to the other Parties. Termination by one Party shall not terminate this MOU as it applies to the remaining Parties.

4. Enforceability

The Parties expressly acknowledge and agree that this MOU is not intended to be a legally binding agreement and is not enforceable at law or otherwise. Without limiting the foregoing, this MOU has been entered into by the Parties in order to establish a starting point for future discussions concerning the opportunities identified herein. Prior to initiating any specific activity or program, the Parties will negotiate and enter into separate agreement(s), signed by each applicable Parties' authorized signatory, describing the terms of the arrangement, including applicable financial obligations, responsibilities of each participating Party, intellectual property rights, and confidentiality provisions.

5. Approval

As may be required, this MOU is conditional upon approval of Council for the Town or applicable governing bodies for the Parties.

6. Notices

Each Party shall name one individual who shall be responsible for the administration and facilitation of the MOU and who shall be the person of record for official communication pertaining to the MOU.

For Laurier:

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Office of Research Services
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For Conestoga:

Michelle Chrétien, Associate Vice President, Research and Innovation
Conestoga College
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Kitchener, ON N2G 4M4
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For Haltech:

Shann McGrail, Executive Director
Haltech Regional Innovation Centre
c/o TechPlace in Burlington
5500 North Service Rd., suite 801
Burlington, ON L7L 6W6
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For Town:

Andy Scott, Director, Strategic Initiatives and Business Development
Town of Milton
150 Mary Street
Milton, ON L9T 6Z5
T: 905-878-7252 ext. 2103
E: andy.scott@milton.ca

7. Non-Exclusivity

The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between each other. The Parties further understand and agree that nothing herein shall be interpreted as precluding any Party from entering into similar agreements with third parties or from conducting activities that may involve the same or similar subject matter as those

related to this MOU, provided that any such activities are not done in a manner that is inconsistent with the rights and obligations of the Parties to this MOU.

8. Relationship

While the Parties intend by this MOU to establish the principles relating to collaborative innovation initiatives, the Parties agree that it is not the intention of the Parties to undertake a joint venture or to make any other Party in any sense an agent, employee, or legal partner of any other Party. The Parties expressly agree that they are independent contractors, and this MOU will in no way create a legal partnership between the Parties, whether at common law or in accordance with any applicable statute, nor have the Parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever.

9. Confidentiality

In the course of the activities under this MOU it may be necessary for the Parties to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Party, disclosed by one Party to the other Parties of this MOU, and other documents transmitted or communicated by any Party to the other Parties that is marked as confidential or proprietary for the purposes of this agreement (“Confidential Information”) shall be received and treated in confidence, and shall not be used by the receiving Party or disclosed by the receiving Party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information shall be governed by the terms contained within a subsequent, binding non-disclosure agreement.

10. General Terms

(1) This MOU may be executed by the Parties and delivered by e-mail, or other electronic means and may be signed electronically and in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Notwithstanding the foregoing, any Party may demand a fully executed copy of this MOU.

(2) This MOU may only be amended, supplemented, or otherwise modified by written agreement signed by the Parties.

(3) This MOU may not be assigned or transferred by a Party without the prior written consent of the other Parties.

(4) Except in promoting the activities proposed in Section 2 above among its employees, and students, no Party may use the name, trademark or logo of the other Parties in any form of advertising or publicity without express written permission. The Parties will seek permission from one another by submitting the proposed use, well in advance of any deadline to the contact designated in Section 6 above.

(5) This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province.

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IN WITNESS WHEREOF, the Parties have executed this MOU by the authorized representatives of the Party on the date shown opposite their respective names and signatures below:

WILFRID LAURIER UNIVERSITY

By: _____ Date: _____

Name:

Title:

CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING

By: _____ Date: _____

Name:

Title:

HALTECH

By: _____ Date: _____

Name:

Title:

THE CORPORATION OF THE TOWN OF MILTON

By: _____ Date: _____

Name:

Title:

