

DISCLAIMER: This sample of a Memorandum of Understanding (MOU) is provided for informational purposes only and does not constitute legal advice or create a professional relationship. The use of this form does not guarantee any specific outcome or result. Users of this form are advised to consult with appropriate legal or professional advisors regarding their specific situation or circumstances.

MEMORANDUM OF UNDERSTANDING

between
XXXXXXXXXX
and
XXXXXXXXXX

To formalize our intent to collaborate towards the creation of a community based licensed early learning and childcare centre ('Childcare Centre') on the grounds of the XXXXX located at XXXXXXXX (the 'Project')

1. Purpose

This document sets forth the parameters for the collaboration between XXXX and XXXX (the 'Parties'). This collaboration is expected to lead to the construction of a licensed early learning and care program on the grounds of the church or new housing development.

It sets a framework for the relationship between the involved parties and shall be used as a reference document in the preparation of formal licenses, leases or agreements, but does not preclude other terms and conditions that form part of these other documents, nor does it obligate the parties to any financial commitments; these would be negotiated as part of separate agreements.

2. Objectives for the new child care centre

The proposed new childcare centre will:

- Provide onsite licensed early learning and care for infants, toddlers and preschoolers.
- Focus on intergenerational programming, this will guide the design of the centre.

- Embrace the opportunity for authentic interaction between the children, their families, and the community.
- Consider non-traditional hours of care.
- Be of a high standard, meeting all current childcare design guidelines, provincial child care regulations and other relevant City of XXXX by-laws.
- Be eligible for fee subsidy funding.
- Offer other child development services such as guidance and resources for parents.

3. Steering Committee

The Childcare Centre Steering Committee will be comprised of representatives of both Parties and will have responsibility for the overall direction of the design development phase of the Childcare Centre. The Childcare Centre Steering Committee will meet regularly to monitor progress, address issues and resolve conflicts and will be comprised of key stakeholders involved with this project; they would be responsible for forwarding recommendations to their respective Boards of Directors for approval. Members of the Steering Committee will include equal representation from both parties. Each party is to determine, at their sole discretion, who will participate on the steering committee but it is expected that the participants are as consistent as possible to support the forward movement of the project.

4. Childcare Centre Development

The design and contract documents must be prepared by professional consultants.

The design of the facility and associated outdoor play area must be approved by the Government of Ontario, Ministry of Education, meaning it must comply with the *Child Care and Early Years Act 2014*, City by-laws, and other applicable codes and regulations.

5. Project Costs, Funding and Financing

The current estimated capital cost, including land costs of the Childcare Centre is unknown and capital funding and financing to build the Childcare Centre has yet to be secured. Fundraising and financing for the Childcare Centre will not be the sole responsibility of either party; both parties agree to seek funding opportunities and to mutually support applications.

6. Childcare Operating Services and Costs

XXXX will be responsible for all costs related to program operation, it is expected that the funding received will enable the child care centre to occupy the spaces rent free with a cost-recovery agreement for all other expenses related to its occupancy of the spaces to be determined between the parties.

7. Authority to Proceed

Authority to proceed with construction will require:

- Concurrence by the key stakeholders and Childcare Centre Steering Committee.
- Approval from both Boards of Directors.
- Demonstration of sufficient funding.
- Development and execution of all necessary licenses, purchase agreements and common elements lease agreements between the Parties.

8. Communication, Publications and Announcements

Promotion of this project will be mutually beneficial. Each party has the authority to speak to potential funders, elected officials, potential champions, staff and the broader community about this project and its objectives.

XXXX and XXXX agree that any announcements, presentations or news releases etc. arising out of this MOU should be reviewed and approved by the Steering Committee prior to publication.

9. Development Agreement

The MOU is to be replaced by a legally binding Development Agreement and/or other Agreements which will be legally binding.

10. Term

This Memorandum of Understanding will be in effect from the date of signature by all Parties and shall remain in force until a Development Agreement is completed and signed. Any party may terminate the MOU, its participation upon reasonable circumstances, and in any event no less than one-month, written notice. It may be amended or renewed by mutual written agreement.

11. Signatories

Each of the undersigned parties represents and warrants that it has the full authority to sign and enter into this Memorandum of Understanding on behalf of the institution that each represents.

Organization A:

[Redacted]

Executive Director: [Redacted]

Date: [Redacted]

Organization B:

[Redacted]

Executive Director: [Redacted]

Date: [Redacted]

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