



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this 30 day of January 2026:

between

University of New Brunswick
Bachelor of Education in Early Childhood Education

and

New Brunswick Indigenous Career College
Early Childhood Education Diploma

January 2026

MEMORANDUM OF UNDERSTANDING

between

The University of New Brunswick, Fredericton, New Brunswick (hereinafter called "UNB")

and

New Brunswick Indigenous Career College, Fredericton, New Brunswick, (hereinafter called "NBICC").

1.0 PREAMBLE

Whereas UNB has a two-year Bachelor of Education in Early Childhood Education program ("BEEd-ECE") that requires applicants to enter into the degree program with a two-year diploma in ECE from a recognized community college diploma program with block transfer credit;

And whereas NBICC has a two-year Early Childhood Education ("NBICC-ECE") diploma program;

And whereas NBICC desires recognition of its two-year NBICC-ECE diploma program for the purposes of allowing graduates of its ECE diploma program to enter the UNB BEEd ECE;

And whereas UNB has reviewed the current course offerings at NBICC and wishes, also, to formalize recognition of the NBICC-ECE diploma program for qualified graduates to enter UNB's BEEd-ECE;

Now therefore this memorandum of understanding witnesses that NBICC and UNB covenant and agree with each other, as follows:

2.0 RECOGNITION OF PROGRAM AND TRANSFER CREDIT

UNB agrees to recognize NBICC and its NBICC-ECE diploma program, with the list of courses attached hereto as Appendix "A", as a recognized community college ECE diploma program for the purposes of entry into UNB's BEEd-ECE degree program, on the following terms and conditions:

- (a) While the NBICC-ECE diploma program is recognized, graduates of the NBICC-ECE diploma program will be qualified graduates, eligible for transfer credit given in the amount specified on Appendix "A" should they apply and be accepted into the UNB BEEd-ECE degree program, on the condition that the NBICC-ECE diploma program graduate has a minimum grade of seventy percent (70%) in each courses listed in Appendix "A".
- (b) No partial transfer credit will be awarded if a NBICC-ECE diploma program graduate only has a minimum grade of 70% in some (but not all) courses listed in Appendix "A" and the NBICC-ECE diploma program graduate will not be eligible for entry into the BEEd-ECE under this MOU.
- (c) This recognition of NBICC and the NBICC-ECE diploma program is based on UNB's assessment of the NBICC-ECE diploma program at the time of signing of this MOU and does not guarantee continued recognition should the NBICC-ECE diploma program

change or the BEd-ECE degree program change (each program either as a whole or on an individual course or course content basis).

- (d) NBICC agrees to provide UNB at least 90 days advance written notice of planned substantial alternation in any of the NBICC-ECE diploma program's course content (and/or) the list of courses in Appendix "A" so that UNB can undertake a reassessment of eligibility to remain a recognized community college and ECE diploma program.
- (e) UNB agrees to provide NBICC at least 90 days advance written notice of any changes to the BEd-ECE degree program which may impact the recognition of NBICC and its ECE diploma program under this MOU. NBICC agrees to allow UNB to reassess the NBICC-ECE diploma program to remain a recognized community college and ECE diploma program after such changes to the BEd-ECE degree program.

The parties agree to review block credit annually. Such review may be conducted through such means as may be deemed appropriate by both parties.

3.0 ADMITTANCE

Other than the specific recognition terms specified in 2.0 above, NBICC-ECE diploma graduates shall be subject to normal admission procedures and criteria in place in the UNB BEd-ECE degree program to which they are applying. BEd-ECE admission requirements are outlined in the Undergraduate Academic Calendar, Admission Regulations, Section J. Bachelor of Education Degree Program.

Neither party is obliged to provide financial support for students.

4.0 OTHER RESPONSIBILITIES

Except as otherwise authorized in writing by the other party, each party shall do business in its own name and shall not trade upon the name or credit of the other party. All brochures, advertisements, website materials, or other solicitations for the program that include reference to the other party, regardless of medium and language, shall be subject to the other party's prior written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of the recognition specified in this MOU. The parties agree that upon a party's request, any information presented by the other party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted and/or withdrawn. This MOU confers no rights upon a party to use the logos, marks, and likeness of the other party in any advertising except as authorized by the other party in writing.

NBICC agrees to provide the opportunity for representatives of UNB to visit appropriate forums at NBICC to disseminate information about UNB's BEd-ECE program. UNB agrees to provide the opportunity for representatives of NBICC to visit appropriate forums at UNB to disseminate information about NBICC-ECE diploma program.

This MOU does not provide any financial obligations from one party to the other. The parties shall each bear their own expenses in respect of establishment, operation and administration of all aspects of this MOU.

Each party shall indemnify and hold harmless the other party in connection with any liabilities, claims, losses, costs, damages, charges and expenses whatsoever, including reasonable legal fees, in any way caused by or arising from the performance or non-performance of its obligations under this MOU, any negligent act or omission, or any breach of any representation, warranty or covenant.

Neither party to this MOU is liable to the other party for any negligent or wrongful act, either of commission or omission, of the other or of one of its students. Nothing in this MOU is to be construed as either enlarging or diminishing any legal obligation or duty owed by one party to the other or to a third party.

The parties are entering into this MOU as independent contractors. Nothing in this MOU shall render either party to be an agent or partner of, or joint-venturer with the other party in any respect. Neither party shall have any authority whatsoever with respect to the property or business of the other party except as expressly provided in this MOU.

5.0 CONFIDENTIALITY AND DATA PRIVACY

The parties acknowledge that they shall each provide and receive confidential and proprietary information throughout this agreement. "Confidential Information" means all information considered confidential or proprietary by UNB or NDIACC, including, but not limited to, all non-public information about the academic program, courses or program materials, financial information, marketing information, business opportunities, personal information about students, alumni, or employees, or research and donor information.

The parties agree not to disclose Confidential Information for any purpose other than to fulfill the purposes of this Agreement. The Parties further agree not to disclose Confidential Information to anyone other than an employee or agent of that party except with the express written consent of the party to which the Confidential Information belongs, or as may be required by law. The parties' obligation not to disclose the Confidential Information without the prior written consent of the other party shall continue to apply after this Agreement has terminated (for any reason) unless the information becomes public knowledge through no fault of the other party.

Both parties undertake to comply with all applicable provincial or federal laws pertaining to the protection of personal information, including student, faculty, or staff information, including, but not limited to the New Brunswick *Right to Information and Protection of Privacy Act* (RTIPPA).

The parties agree that they will not copy, reproduce, modify, enhance, improve, or alter in any way the Confidential Information provided to them or use the Confidential Information for any purpose other than to fulfill the purposes of this Agreement. Furthermore, the parties agree that they will not authorize or permit any other third-party access to or use of the Confidential Information without the express written consent of Party to which the Confidential Information belongs.

The parties agree to implement reasonable technical, administrative, and physical security measures to safeguard the Confidential Information. In the event of a breach of the Confidential Information, or personal information of any student, faculty member or employee, both parties agree to cooperate with any investigation, including any investigation conducted by the New Brunswick Ombud's Office, and shall decide which Party will notify affected individuals.

6.0 TERMS AND IMPLEMENTATION OF THE MOU

This MOU takes effect for a term of five (5) years on the date of the signing thereof by the parties. This MOU will automatically expire unless the parties agree to a further extension.

Either party may terminate this MOU immediately if:

- a) the other party is in breach of the MOU;
- b) the party gives written notice to the other party in respect of the other party's breach; and
- c) the other party fails to remedy the breach within thirty (30) calendar days after delivery of the written notice.

Without limiting the generality of the foregoing, the parties agree that for the purposes of defining a "breach of the MOU", a failure of the NBICC-ECE diploma program to pass a reassessment of eligibility under 2.0 above shall be a "breach of the MOU".

Either party may terminate this MOU upon at least one year's prior written notice to the other party to be effective on April 30th that occurs at least one year after the written notice is received by the other party

The parties agree that they may amend, by mutual agreement and at any time, any section of this MOU. Any amendment of the said MOU will come into effect upon approval in accordance with the procedures in effect at UNB and NBICC.

Neither party shall be responsible for the failure or delay in performing any of its obligations due, directly or indirectly, by act of God, act of public enemy, acts of governmental bodies or agencies foreign or domestic (including inability to procure materials because of governmental priority orders or allocations or restrictions upon the use of materials or manpower), port congestion, nuclear incidents, sabotage, riot, fire, floods, typhoons or unusually severe weather, earthquakes, explosions or other catastrophes, pandemics, epidemics or quarantine restrictions, strikes, labour unrest or labour shortages, accident, freight embargoes, delays occasioned by carriers or delays of a supplier of materials, components, facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information required from the one of the parties to the other, or because of any other causes beyond either party's control, in whole or in part.

Upon the occurrence of any excusable delay, the party experiencing such an occurrence shall promptly notify the other party of the occurrence, and estimate the duration of said occurrence. Thereupon, the time within which the party experiencing such occurrence shall have to perform its obligations under this MOU shall, to the extent necessitated by such occurrence and for the duration of such occurrence, be appropriately delayed.

(Balance of page intentionally left blank – signatures follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED SEALED & DELIVERED
in the presence of:

Mary Saudelli
Witness
Mary Saudelli
Dean of Education

UNIVERSITY OF NEW BRUNSWICK

Per: Paul Mazerolle
Dr. Paul J. Mazerolle,
President and Vice-Chancellor

SIGNED SEALED & DELIVERED
in the presence of:

Darrell Paul
Witness

NEW BRUNSWICK INDIGENOUS CAREER COLLEGE

Per: Darrell Paul
Darrell Paul
President/Chairman

Appendix "A"

New Brunswick Indigenous Career College Early Childhood Education Program (NBICC-ECE) - 2 Years

NBICC-ECE Course Titles
101 Relating to Self
102 Relating to Others
103 Communication Skills
104 Communication Skills
301/2 Infant and Toddler Growth and Development
401/2 Preschool Growth and Development
501/2 School-Age Growth & Development
601 Curriculum Design and Framework
602 Creating the Environment for Infants & Toddlers
603 Creating the Environment for Preschoolers
604 Creating the Environment for School-age Care
701 Play
702 Observing and Recording
703 Guiding Positive Behavior
505 Quality Child Care
706 Care of the Child in Crisis
707 Educating Children With Diverse Abilities
708 Professional Development
801 Starting Up a Child Care Facility
802 Taking Care of Business: The Finances
803 Administration within a Child Care Facility
804 Enrolment
805 Parents
806 Human Resources
807 Space and Equipment
807 Practicum
Project 800's

Total Block Credit Towards UNB Bachelor of Education in Early Childhood Education: 60 Credit Hours. These 60 Credits hours are transferred in as: Early Childhood Education Diploma (51 credit hours) and Early Childhood Education Practicum (9 credit hours).

