

Memorandum of Understanding (Partnership Agreement)

THIS AGREEMENT made this ____ day of _____, 2023.

Between:

The Regional Municipality of Waterloo
(the “Region of Waterloo”)

AND

The Corporation of the City of Cambridge
(“City of Cambridge”)

AND

The Corporation of the City of Kitchener
(“City of Kitchener”)

AND

The Corporation of the City of Waterloo
(“City of Waterloo”)

AND

The Corporation of the Township of North Dumfries
(“Township of North Dumfries”)

AND

The Corporation of the Township of Wellesley
(“Township of Wellesley”),

AND

The Corporation of the Township of Wilmot
(“Township of Wilmot”)

AND

The Corporation of the Township of Woolwich
(“Township of Woolwich”);

AND

Waterloo Region Economic Development Corporation
(“Waterloo EDC”)

WHEREAS the Council of the Region of Waterloo and Municipal Councils of Cambridge, Kitchener, North Dumfries, Waterloo, Wellesley, Wilmot, and Woolwich have recognized the need for a new approach to the delivery of economic development services throughout Waterloo Region;

WHEREAS this Regional approach to Economic Development will be implemented through the Waterloo Region Economic Development Corporation in partnership with the area municipalities;

AND WHEREAS the Councils of the above named municipalities agree to provide a sustainable governance model for the Waterloo Region Economic Development Corporation and for the funding of same;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the following conditions, the parties to this agreement agree as follows:

1. Interpretation

The following expressions, wherever used herein, shall, for the purposes hereof, unless the context otherwise requires, have the following meanings respectively:

- (a) "All Council Meeting" means a meeting of the combined municipal councils of the Region of Waterloo, the City of Cambridge, the City of Kitchener, the City of Waterloo, the Township of North Dumfries, the Township of Wellesley, the Township of Wilmot, and the Township of Woolwich;
- (b) "Board Nomination and Authorization Committee" means the committee constituted pursuant to Section 6 hereof;
- (c) "By-law" means the draft By-law at Schedule "B" to this Agreement;
- (d) "Chief Administrative Officers (CAO) Committee" means the committee constituted pursuant to Section 13(a) hereof;
- (e) "Municipal Council" means the council of any of the Region of Waterloo, the City of Cambridge, the City of Kitchener, the City of Waterloo, the Township of North Dumfries, the Township of Wellesley, the Township of Wilmot, and the Township of Woolwich;
- (f) "Municipal Partners" means the Region of Waterloo, the City of Cambridge, the City of Kitchener, the City of Waterloo, the Township of North Dumfries, the Township of Wellesley, the Township of Wilmot, and the Township of Woolwich;
- (g) "Non-Termination Period" means the period commencing on the date of this Agreement and ending on **December 31, 2026**, during which this Agreement cannot be terminated by any of the parties hereto;

- (h) "Waterloo Region Economic Development Strategy ("WREDS")" means the economic development strategy endorsed by each of the Municipal Partners, as may be amended or replaced from time to time;
 - (i) "Waterloo EDC Board of Directors Selection Protocol" means the board selection protocol at Schedule "A" to this Agreement;
- 2. The corporation for economic development shall be legally called the Waterloo Region Economic Development Corporation, hereinafter referred to as Waterloo EDC, unless agreed to by all Municipal partners.
- 3. The direction of the affairs of Waterloo EDC shall be vested in the Corporation and its Board of Directors, including the Corporate mission and strategies. The Corporation will ensure that its activities are aligned with the WREDS.
- 4. The By-laws of Waterloo EDC shall be substantially the same as the draft By-laws attached as Schedule "B" of this Agreement.
- 5. The roles and objectives of Waterloo EDC consist with WREDS shall be:
 - (a) Investment attraction to Waterloo Region, including foreign direct investment in collaboration with Municipal Partners; business expansion for anchor companies and/or expansion for multi-national companies located in our community;
 - (b) Liaise with Provincial and Federal government efforts to attract industry and Region of Waterloo key sectors of the economy;
 - (c) Collaborate with other economic jurisdictions for the broader promotion of Waterloo Region; including supporting and building the economic development stakeholder network/ecosystem;
 - (d) Investment marketing and promotion of Waterloo Region and communication;
 - (e) Identify and support key Region of Waterloo sectors, including the support of Region-wide entrepreneurial development;
 - (f) Provide updates and key performance metrics on the implementation of the WREDS to the Region of Waterloo. (Region of Waterloo manages the WREDS and scorecarding.)
 - (g) Recognizing gaps in the talent pool and support partners to create an environment attractive to talent recruitment and retention.
- 6. The Waterloo EDC Board Nomination and Authorization Committee
 - (a) The parties hereto have established a standing committee of the Waterloo EDC Board Nomination and Authorization Committee which will authorize

individuals to fill vacancies on the Waterloo EDC Board. The Waterloo EDC Board Nomination and Authorization Committee will consider recommendations from the Waterloo EDC Board and from other sources, and will comply with the Waterloo EDC Board of Director's Selection Protocol.

- (b) The Waterloo EDC Board Nomination and Authorization Committee shall be vested with the authority to nominate and/or authorize directors for election or appointment to the Board of Directors of Waterloo EDC, and that approval by the councils of the Municipal Partners is not required for persons to be qualified to be directors of Waterloo EDC.
- (c) The Waterloo EDC Board Nomination and Authorization Committee will consist of the following:
 - (i) The Mayors of the City Cambridge, the City of Kitchener, and the City of Waterloo, and the Region of Waterloo Chair;
 - (ii) One Township Mayor appointed as part of the Regional Council committee selection process, such appointment being made once per council term of the Regional Council; and
 - (iii) The Chair of the Boards or their delegates of the Greater Kitchener-Waterloo Chamber of Commerce and the Cambridge Chamber of Commerce.
- (d) Once elected or appointed, the term of each member of the Waterloo EDC Board of Directors shall be in accordance with the provisions of the By-law.

7. Partner Municipality Obligations

- (a) The Municipal Partners shall, where such information is available, provide to Waterloo EDC, current information for distribution to prospective clients with regard to items such as:
 - (i) Serviced and un-serviced industrial/commercial land available and its location, both municipal and privately owned;
 - (ii) Available industrial/commercial properties;
 - (iii) Redevelopment and intensification opportunities;
 - (iv) Local financial incentives and other resources;
 - (v) Information relating to taxation, servicing, planning, engineering, and other matters required by Waterloo EDC; and
 - (vi) Supplying/providing Economic Development data necessary for investment attraction.
- (b) The Municipal Partners and Waterloo EDC shall have a reciprocal relationship with respect to seeking or receiving technical or other

comments on industrial or business projects, plans and policies within the municipality.

8. Waterloo EDC Obligations

- (a) Waterloo EDC will supply information and key performance metrics to the Region of Waterloo with regard to their respective ownership items identified in the WREDS. This includes participating in and supporting a review of the WREDS by Region of Waterloo, in co-operation with the Municipal Partners at least every five years.
- (b) Waterloo EDC shall be responsible for evaluating and reporting to the Municipal Partners on those factors which may have an impact on the economic development of a Municipal Partners or the Waterloo Region as a whole.
- (c) Each Municipal Partner shall keep confidential and not disclose to any person, firm, corporation or other entity in any business information of Waterloo EDC including names and details of business contacts or details of discussions with such contacts except that such Municipal Partner may disclose such information to employees of such Municipal Partner who have a need to know such information in connection with promoting economic development. The confidentiality obligations of a Municipal Partner do not apply to specific confidential information that, as evidenced by written records:
 - (i) is or becomes public knowledge through no wrongful act of such Municipal Partner;
 - (ii) is already in the possession of such Municipal Partner;
 - (iii) is independently developed by or for such Municipal Partner; or
 - (iv) is obtained by such Municipal Partner from a third party in good faith without an obligation of confidentiality
- (d) Waterloo EDC shall consult, at least once per year, with Municipal Partners to ensure alignment of the WEDC annual business plan priorities with the economic development priorities of the Municipal Partners, including considerations such as:
 - (i) identification of key sectors to target; and,
 - (ii) identification of key areas within each municipality (ex: business park, downtown area) or class of building or land (ex: office, industrial) to focus investment towards.

9. Waterloo EDC Funding Allocation

- (a) The minimum funding commitment for the 2024-2028 period will be in accordance with the following funding schedule approved by the Municipal Partners. The minimum funding commitment for each of years 2025 through 2028 will be equal to the increase during the preceding calendar year in the Consumer Price Index (all items; Ontario) maintained by Statistics Canada. Waterloo EDC can submit proposals to the Municipal Partners to increase their funding allocation in support of Waterloo EDC's business plan over this period.
- (b) Such amounts shall be paid not later than the earlier of:
- (a) budget approval by such Municipal Partner, or
 - (b) March 1st of the calendar year to which such funding relates.

Subsequent funding after the 2028 period will be subject to individual Council budgetary approvals.

Municipalities	2024 Funding	2025 Funding	2026 Funding	2027 Funding	2028 Funding
City of Cambridge	420,000	470,000	520,000	2026 level + CPI	2027 level + CPI
City of Kitchener	420,000	470,000	520,000	2026 level + CPI	2027 level + CPI
City of Waterloo	420,000	470,000	520,000	2026 level + CPI	2027 level + CPI
Township of Woolwich	50,000	50,000	50,000	2026 level + CPI	2027 level + CPI
Township of Wilmot	50,000	50,000	50,000	2026 level + CPI	2027 level + CPI
Township of Wellesley	20,000	20,000	20,000	2026 level + CPI	2027 level + CPI
Township of N. Dumfries	20,000	20,000	20,000	2026 level + CPI	2027 level + CPI
Region Of Waterloo	1,400,000	1,450,000	1,500,000	2026 level + CPI	2027 level + CPI
Total:	2,800,000	3,000,000	3,200,000		

10. Evaluation, Monitoring & Reporting

- (a) Waterloo EDC shall report annually to the Municipal Partners and shall develop appropriate measures of its key performance indicators, in co-operation with the Municipal Partners, including but not limited to:
- (i) Financial reporting;

- (ii) Key activities, outcomes, and results.
- (b) Waterloo EDC shall maintain a public website that reports annually on information identified in Section 10(a) of this Agreement.
- (c) An annual report to demonstrate the performance and effectiveness of the organization including financial statements will be prepared by Waterloo EDC and will be presented (if requested) at an All Council Meeting once per year, if requested.
- (d) Upon request of one or more of the Municipal Partners, Waterloo EDC may be required to provide a status report via email and/or presentation to an individual Municipal Partner Council on information identified in Section 10(a) of this Agreement.

11. Termination

- (a) It is understood by all the parties hereto and all parties hereto covenant and agree that this Agreement shall not be terminated during the Non-Termination Period.
- (b) Any Municipal Partner may give at least one year's written notice that, effective on January 1 of any year following the end of the Non-Termination Period, this Agreement shall terminate with respect to such Municipal Partner. For example, on or before January 1, 2026, a Municipal Partner could give notice that this Agreement will terminate on January 1, 2027. During such one-year notice period, the terminating Municipal Partner shall continue to fulfill all of its obligations pursuant to this Agreement including its financial commitments pursuant to Sections 9 and 11.
- (c) Notwithstanding any of the above, should Waterloo EDC cease operations, all Municipal Partners shall be responsible for their share of wind-up costs (as per the approved funding model/split) including personnel termination costs.

12. Extension

This Agreement may be extended under such terms and for such time as the parties in their discretion decide.

13. Committees

It is the intention of the parties that Waterloo EDC shall establish the following liaison committees to ensure the strategic and operational alignment of Waterloo EDC:

- (a) **Participation in Chief Administrative Officers (CAO) Committee meetings.**
The members of CAO Committee shall be the Chairperson of the Waterloo EDC, and/or the President and/or Chief Executive Officer of the Waterloo EDC, and the Chief Administrative Officers/City Managers of the Region of Waterloo, the City of Cambridge, the City of Kitchener, the City of Waterloo, the Township of Wilmot, the Township of North Dumfries, the Township of Wellesley, the Township of Woolwich. The CAO Committee will meet as required at the call of the President or the Chair of the CAO Committee, however, in no event shall the CAO Committee meet less than two (2) times per year.
14. **Economic Development Committee (EDO).** The members of the EDO Committee shall include senior staff from Waterloo EDC as well as the senior economic development staff from the Region of Waterloo and each of the Municipal Partners. Members to the EDO Committee are to be appointed by each of the parties. The EDO Committee shall meet at the call of the President or the Chair of the Committee.
15. It is the intent of the Parties that the President and/or Chief Executive Officer of Waterloo EDC shall be appointed by the Waterloo EDC Board.
16. This Agreement may be executed by the parties in separate counterparts, each of which, once so executed and delivered, shall be an original, but all such counterparts held together constitute one and the same instrument.
17. Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers, or as principal and agent. The use of the word "partnership" in the heading of this Agreement is not intended to and does not denote a partnership relationship in the legal sense. None of the parties has the ability to bind any of the others to any obligation of any nature or any kind, in law or in equity, and none of the parties shall have any responsibility for the debts and obligations of Waterloo EDC, except as provided in Section 11(c).

[Execution Pages Follow]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

The Region of Waterloo

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the City of Cambridge

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the City of Kitchener

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the City of Waterloo

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the Township of North Dumfries

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the Township of Wellesley

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the Township of Wilmot

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

The Corporation of the Township of Woolwich

Per: _____

Name :

Title :

Per: _____

Name :

Title :

I/We have authority to bind the Corporation

Waterloo Region Economic Development Corporation

Per: _____

Name :

Title :

Per: _____

Name :

Title : I/We have authority to bind the Corporation

Schedule “A” – Waterloo EDC Board of Directors Selection Protocol

The Waterloo EDC Board of Directors shall ensure that there is material compliance with this Protocol when filling vacancies on the Waterloo EDC Board of Directors in partnership with the Board Nomination and Authorization Committee:

- Waterloo EDC Board of Directors identifies Director vacancies;
- Waterloo EDC Board advertises for vacancies and collects applications;
- Applications are screened by the Waterloo EDC Board based on the selection criteria matrix (see below);
- Waterloo EDC Board creates a short-list of applicants that is (if possible) twice as large as the number of vacancies (multiple candidates for each position);
- Waterloo EDC Board provides the Board Nomination and Authorization Committee with the full list of applicants as well as a short-list for their review and consideration;
- The Board Nomination and Authorization Committee reviews candidates (provided by Waterloo EDC Board and/or other sources);
- The Board Nomination and Authorization Committee makes final authorization decision and communicates to the Waterloo EDC Board; and
- Authorized Candidates are elected by Waterloo EDC Members pursuant to the By-law.

The Waterloo EDC Board may maintain a list of previous applicants and if it appears to the Board that previous applicants may be suitable to fill a vacancy, the Board may create a short-list from the list of previous applicants and shall not be required to advertise the vacancy and collect new applicants.

Waterloo EDC Board Skills Matrix

*Check the attributes that apply

		<i>Board member</i>											
Main category:	Skills and experience:	1	2	3	4	5	7	8	9	10	11	12	
Knowledge, Skills and Experience	Finance & Accounting												
	Business Management/Entrepreneur												
	Legal												
	Urban Economic Development												
	Rural Economic Development												
	HR & Labour Management												
	Government Relations												
	Governance & Board												
	CEO/Senior Executive												
	Planning & Development												
	Strategic Planning												
	Information Technology												
	Performance Management / Measurement												
	Marketing & Communications												
	Negotiation, Mediation & Facilitation												
Diversity	Gender												
	Demographic Diversity (e.g. Culture, Age)												
	Geographic (Live, Work, tie to Waterloo Region)												
Governance	Governance Experience/Years on Board												
	Board Role (e.g. Chair, Treasurer, Secretary)												
	Strategic Goal Setting												
Strategic Relationships	Local Business Network												
	National Business Network												
	International Business Network												
	Provincial Government Network												
	Federal Government Network												
	Not-for-Profit and NGO Network												

Personal Attributes	Creative & Innovative												
	Demonstrated Leadership												
	Collaborative & Team Player												
	Open Minded & Active Listening												
	Respectful to others												
Key Sector Opportunities - Sector Specialization	Health Science & Pharmaceuticals												
	Post-secondary Education												
	Finance & Insurance												
	Agriculture, Agri-Food, Food Processing												
	Construction & Land Development												
	Manufacturing												
	Information & Communications Technologies												
	Arts, Culture & Tourism												

***Some Boards require applicants to indicate their top three strengths to assist in Board recruitment.**

By-law No. 1

WATERLOO REGION ECONOMIC DEVELOPMENT CORPORATION

Enacted on November 24, 2022

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ARTICLE 1 GENERAL

1.1 Definitions

In this By-law and all other by-laws of the Corporation, unless the context otherwise requires:

“**Act**” means the *Not-for-Profit Corporations Act*, 2010 (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;

“**Articles**” means any instrument that incorporates a corporation or modifies its incorporating instrument, including articles of incorporation, restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization, articles of revival, letters patent or supplementary letters patent;

“**Board**” means the Board of Directors of the Corporation;

“**Board Nominating and Authorization Committee**” means the external Board Nominating and Authorization Committee as described in the MOU;

“**By-laws**” means this By-law (and schedules) and all other by-laws of the Corporation, as amended, and which are, from time to time, in force and effect;

“**Chairperson**” means the chairperson of the Board;

“**Corporation**” means WATERLOO REGION ECONOMIC DEVELOPMENT CORPORATION;

“**Director**” means an individual occupying the position of director of the Corporation by whatever name they are called;

“**Member**” means a member of the Corporation;

“**MOU**” means the Memorandum of Understanding made between various municipalities in the Region of Waterloo, the Region of Waterloo and the Corporation dated September 29, 2015, as it may be amended from time to time;

“**Officer**” means an officer of the Corporation;

“**Public Information Meeting**” means the meeting to be called by the Board annually for the purposes of informing the general public as to the activities, performance, strategic plan and like matters relating generally to the mandate and operation of the Corporation;

“**Secretary**” means the secretary of the Corporation;

“**Treasurer**” means the treasurer of the Corporation; and

“**Vice-Chairperson**” means the vice-chairperson of the Board.

1.2 Interpretation

Other than as specified in Section 1.1, all terms contained in this By-law that are defined in the Act shall have the meanings given to such terms in the Act. Words importing the singular include the plural and *vice versa*, and words importing one gender include all genders.

1.3 Severability and Precedence

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the By-laws are inconsistent with those contained in the Corporation's Articles or the Act, the provisions contained in the Corporation's Articles or the Act, as the case may be, shall prevail.

1.4 Seal

The seal of the Corporation, if any, shall be in the form determined by the Board.

1.5 Books and Records

The Board shall see that all necessary books and records of the Corporation required by the By-laws or by any applicable statute or law are regularly and properly kept.

1.6 Registered Office

The registered office of the Corporation shall be in the Regional Municipality of Waterloo, in the Province of Ontario, and at such place therein as the Directors may from time to time determine.

1.7 Execution of Documents

Subject to any resolution or policy adopted by the Board from time to time, deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation shall be signed by any one of the Chairperson or a Vice-Chairperson, together with the Secretary. The Secretary shall affix the seal of the Corporation to such instruments as require the same. In addition, the Board may from time to time by resolution direct the manner in which and the person by whom a particular document or type of document shall be executed. Any Director or Officer may certify a copy of any instrument, resolution, By-laws or other document of the Corporation to be a true copy thereof.

1.8 Banking

The Board shall by resolution from time to time designate the bank in which the money, bonds or other securities of the Corporation shall be placed for safekeeping.

1.9 Financial Year

The financial year of the Corporation ends on December 31st in each year or on such other date as the Board may from time to time by resolution determine.

ARTICLE 2 DIRECTORS

2.1 Composition

The Board will consist of between nine (9) and fifteen (15) Directors. The Board shall have the power to fix the number of Directors from time to time by resolution. All Directors shall be elected or appointed as described in section 2.4.

2.2 Qualifications

Each Director shall:

- (a) be at least 18 years old;

(b) not have been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

(c) be first presented to and approved by the Board Nominating and Authorization Committee in accordance with the then established nomination procedure as set out in Schedule "A" to the MOU, as a suitable nominee for appointment to the Board;

(d) not have been found to be incapable by any court in Canada or elsewhere; and

(e) not have the status of bankrupt.

2.3 Election and Term

(a) The Directors shall be elected by the Members at each annual meeting where an election is required. For greater certainty, there shall be no nominations from the floor of any meetings of the Members.

(b) The term of office of the Directors shall be up to three (3) years or until their successors are elected or appointed. To the greatest extent possible, the Directors shall have staggered terms of office so that the terms of office of no more than one-third (1/3) of the Directors will expire in a particular year.

(c) Directors shall be eligible for re-election, except that no Director (including the Directors in office as of the effective date of this By-law) shall serve as a Director for more than six (6) consecutive years. However, the years during which a Director also served as Chairperson shall be excluded from the calculation of the Director's years of service.

(d) Directors who have been retired from the Board for at least one (1) year shall be eligible for election to the Board.

(e) The Board, in its sole discretion, may determine that it is in the best interests of the Corporation to re-elect a Director for one (1) further three (3) year term.

2.4 Removal; Resignations

(a) The Members may, by ordinary resolution, remove a Director before the expiration of the Director's term of office.

(b) The office of Director shall be vacated upon the written resignation of the Director, which resignation shall be effective at the time it is received by the Corporation or at the time specified in the notice, whichever is later.

(c) The office of Director shall be vacated in the event the Director fails to attend three (3) consecutive Board meetings without the prior written consent of the Chairperson.

2.5 Filling Vacancies

A vacancy on the Board shall be filled as follows and the Director appointed or elected to fill the vacancy holds office for the remainder of the unexpired term of the Director's predecessor:

(a) a quorum of Directors may fill a vacancy among the Directors;

(b) if there is not a quorum of Directors or there has been a failure to elect the number or minimum number of Directors set out in the Corporation's Articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting or if there are no Directors in office, the meeting may be called by any Member; and

(c) if the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by an ordinary resolution passed by a majority of the votes cast at the meeting.

2.6 Remuneration of Directors

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director, except Directors may be reimbursed for reasonable expenses they incur in the performance of their Directors' duties.

2.7 Directors to Manage or Supervise Management of Corporation

Subject to the Act, the Directors of the Corporation shall manage or supervise the management of the activities of the Corporation consistent with the provisions and overall intent of the MOU and in particular so as to accomplish and further the roles as defined in [paragraph 5] thereof and the [Waterloo Region Economic Development Strategy as defined in the MOU] as well as [WREDC's] obligations under the MOU as set out in [paragraph 8 thereof].

ARTICLE 3 BOARD MEETINGS

3.1 Calling of Meetings

Meetings of the Directors may be called by the Chairperson, or by any Vice-Chairperson in the absence of the Chairperson, or by the Secretary on direction of the Chairperson or any Vice-Chairperson, or by the Secretary on direction in writing by two (2) Directors, at any time and any place within the Region of Waterloo, on notice as required by this By-law.

3.2 Regular Meetings

The Board may fix the place and time of regular Board meetings and send a copy of the resolution fixing the place and time of such meetings to each Director, and no other notice shall be required for any such meetings unless required by the Act.

3.3 Notice

Notice of the time and place for the holding of a meeting of the Board shall be given in the manner provided in Section 10 of this By-law to every Director of the Corporation not less than seven (7) days before the date that the meeting is to be held, but if the Chairperson considers it a matter of urgency that a meeting of the Board be convened, they may give notice of a meeting by telephonic or electronic means no less than forty-eight (48) hours before the meeting. Notice of a meeting is not necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting.

3.4 Chairperson

The Chairperson shall preside at Board meetings. In the absence of the Chairperson, the Vice-Chairperson shall preside. In the absence of both the Chairperson and the Vice-Chairperson, the Directors present shall choose one of their number to act as the chairperson.

3.5 Quorum

A majority of Directors shall constitute a quorum at any meeting of the Board.

3.6 Voting

Each Director has one (1) vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairperson shall have a second or casting vote. Unless a ballot is demanded, an entry in the minutes of a meeting of the Directors to the effect that the Chairperson of the meeting declared a resolution to be carried or defeated is, in the absence of evidence to the contrary, proof of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

3.7 Participation by Telephonic or Electronic Means

If all of the Directors of the Corporation consent, a Director may participate in a meeting of the Board or of a committee of Directors by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting. A Director participating by such means is deemed to be present at that meeting.

3.8 Public Information Meeting

The Board shall hold a Public Information Meeting immediately following the annual meeting of Members or, if impractical, as soon as practical thereafter. Notice of such meeting shall be given to the Clerk of each municipality within the Regional Municipality of Waterloo which is also a member of the Municipal Advisory Committee and published on Waterloo EDC's website and social media pages at least 30 clear days in advance of the proposed Public Information Meeting date.

ARTICLE 4 COMMITTEES

4.1 Committees - General

The Board shall establish such committees as the Board deems necessary or advisable, including the committees contemplated by [paragraph 13] of the MOU, whose members will hold their offices at the discretion of the Board or as otherwise determined by the Board.

4.2 Governance Committee

The Board shall establish a Governance Committee, mandated to solicit qualified individuals to serve as directors of the Corporation and to make recommendations to the Board of potential nominees. The mandate of the Governance Committee shall be subject to and consistent with the nomination provisions in paragraph 6 and Schedule "A" of the MOU.

4.3 Procedure

Unless otherwise determined by the Board, each committee will have the power to fix its quorum at not less than a majority of its members, and to regulate its procedure.

ARTICLE 5 OFFICERS

5.1 Officers

Subject to this By-law, the Board may, in its discretion, appoint any of the Officers named in this Article 5 as well as any other Officers as the Board may determine. The power of the Board to determine the powers and duties of the Officers is subject to the Act, the Corporation's Articles, the By-laws and any applicable employment agreement. One person may hold more than one office except the office of the

Chairperson.

5.2 The Chair

The Chairperson shall be appointed by the Board from among the Directors. The term of office of the Chairperson shall be up to two (2) years or until their successor is appointed. The Chairperson shall preside at all meetings of the Members of the Corporation and of the Board and shall have such other duties as may be required by law or as the Board may determine from time to time.

5.3 The Vice-Chairperson

The Vice-Chairperson shall be appointed by the Board from among the Directors. The term of office of the Vice-Chairperson shall be up to two (2) years or until their successor is appointed. The Vice-Chairperson shall have such duties as may be required by law or as the Board may determine from time to time, including the assumption of the duties of the Chairperson in the absence of the Chairperson.

5.4 The Treasurer

The Treasurer shall be appointed by the Board. The term of office of the Treasurer shall be up to two (2) years or until their successor is appointed. The Treasurer shall keep full and accurate accounts of receipts and disbursements of the Corporation in proper books of account; deposit all moneys or other valuable effects in the name and to the credit of the Corporation in such bank or banks as may be designated by the Board; disburse funds of the Corporation under the direction of the Board; render to the Board at the regular meetings thereof or whenever required of the Treasurer, an account of all transactions and of the financial position of the Corporation; and perform such other duties as may from time to time be determined by the Board.

5.5 Secretary

The Secretary shall be appointed by the Board. The term of office of the Secretary shall be up to two (2) years or until their successor is appointed. The Secretary shall: act as the Secretary of the Board; attend all meetings of the Board and Members and record all facts and minutes of all proceedings; give all notices required to be given to Members and Directors; be the custodian of the seal of the Corporation (if any); and shall perform such other duties as may from time to time be determined by the Board.

5.6 President and/or Chief Executive Officer

If appointed, the President and/or Chief Executive Officer shall be accountable to the Board for the day-to-day leadership and management of the Corporation, and shall exercise general and active supervision over the activities of the Corporation in accordance with and subject to the Corporation's obligations under the MOU and such policies and executive limitations and other directions as the Board may from time to time establish.

5.7 Office Held at Board's Discretion

Subject to the terms of any applicable employment agreement, any Officer shall cease to hold office upon resolution of the Board and unless so removed, an Officer shall hold office until the earlier of:

- (a) the Officer's successor being appointed;
- (b) the Officer's resignation; or
- (c) the Officer's death.

5.8 Duties

Officers shall be responsible for the duties assigned to them and, with the prior approval of the Board, they may delegate to others the performance of any or all of such duties.

ARTICLE 6 PROTECTION OF DIRECTORS AND OTHERS

6.1 Indemnification of Directors and Officers

The Corporation shall indemnify a Director or Officer of the Corporation, a former Director or Officer of the Corporation or an individual who acts or acted at the Corporation's request as a Director or Officer, or in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other action or proceeding in which the individual is involved because of that individual's association with the Corporation or other entity.

6.2 Advance of Costs

The Corporation shall advance money to a Director, Officer or other individual referred to in section 6.1 for the costs, charges and expenses of an action or proceeding referred to in that subsection, but the individual shall repay the money if the individual does not fulfil the conditions set out in section 6.3.

6.3 Limitation

The Corporation shall not indemnify an individual under section 6.1 unless,

- (a) the individual acted honestly and in good faith with a view to the best interests of the Corporation or other entity, as the case may be; and
- (b) if the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that their conduct was lawful.

6.4 Derivative Actions

The Corporation shall, with the approval of the court, indemnify an individual referred to in section 6.1, or advance money under section 6.2, in respect of an action by or on behalf of the Corporation or other entity to obtain a judgment in its favour to which the individual is made a party because of the individual's association with the Corporation or other entity as described in section 6.1, against all costs, charges and expenses reasonably incurred by the individual in connection with such action, if the individual fulfils the conditions set out in section 6.3.

6.5 No Restriction

The Corporation will also indemnify the individuals referred to in section 6.1 in any other circumstances that the Act permits or requires. Nothing in this By-law will limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law.

6.6 Insurance

The Corporation may purchase and maintain insurance for the benefit of an individual referred to in section 6.1 against any liability incurred by the individual,

- (a) in the individual's capacity as a Director or Officer of the Corporation; or

(b) in the individual's capacity as a Director or Officer, or a similar capacity, of another entity, if the individual acts or acted in that capacity at the Corporation's request.

6.7 Exception

Notwithstanding the foregoing, the Corporation may not indemnify an individual referred to in section 6.1 or purchase insurance as described in section 6.6 unless the Corporation complies with the *Charities Accounting Act* or a regulation made under that Act that permits such indemnification or the purchase of insurance, as applicable.

ARTICLE 7 CONFLICT OF INTEREST

7.1 Conflict of Interest

A Director who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation or is a director or officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting of Directors during which the contract or transaction is discussed or vote on any resolution to approve any such contract or transaction.

7.2 No Benefit to Directors

No Director shall, directly or through an associate, receive a financial benefit, through a contract or otherwise, from the Corporation unless the provisions of the Act are complied with.

ARTICLE 8 MEMBERSHIP

8.1 Members

There shall be one (1) class of Members in the Corporation. Membership in the Corporation shall be available only to Directors in office from time to time. Directors shall automatically become Members upon being elected or appointed as Directors and shall automatically cease to be Members when they cease to be Directors. Subject to the provisions of this By-law, each Director shall remain a Member until the close of the annual meeting at which the Members elect the Directors. At the close of such meeting, each Member who has not been re-elected as a Director shall automatically cease to be a Member.

8.2 Removal & Resignation of Members

A membership in the Corporation is terminated when:

- (a) the Member dies;
- (b) the Member is expelled or their membership is otherwise terminated in accordance with this By-law; or
- (c) the Corporation is liquidated or dissolved under the Act.

ARTICLE 9 MEMBERS' MEETINGS

9.1 Annual Meeting

The annual or general meeting of the Members shall be held at the registered office of the Corporation or at any other place within Ontario as the Board may determine, and on such day at the Board may determine. Any Member, upon request, shall be provided, not less than five (5) business days or other number of days that may be further prescribed in regulations before the annual meeting, with a copy of the approved financial statements, auditor's report and other financial information required by the By-laws or Corporation's Articles.

The business transacted at the annual meeting shall include:

- (a) receiving a report on the activities of the Corporation during the preceding year;
- (b) consideration of the financial statements and report of the auditor;
- (c) reappointment or new appointment of the auditor for the coming year;
- (d) election of Directors in accordance with section 2.4; and
- (e) such other or special business as may be set out in the notice of meeting.

9.2 Special Meetings

The Directors may at any time call a special meeting of the Members.

9.3 Notice

Subject to the Act, not less than ten (10) and not more than fifty (50) days written notice of any annual or special Members' meeting shall be given in the manner specified in the Act to each Member, each Director and to the auditor. Notice of any meeting where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken, and state the text of any special resolution to be submitted to the meeting.

9.4 Quorum

A quorum for the transaction of business at a Members' meeting is not less than a majority of Members entitled to vote at the meeting. If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.

9.5 Chairperson of the Meeting

The Chairperson shall be the chairperson of the Members' meeting; in the Chairperson's absence, the Vice-Chairperson; and in the absence of both the Chairperson and the Vice-Chairperson, the Members present at any Members' meeting shall appoint one of their number to chair the meeting.

9.6 Voting of Members

Business arising at any Members' meeting shall be decided by a majority of votes unless otherwise required by the Act or the By-law provided that:

- (a) each Member shall be entitled to one (1) vote at any meeting;
- (b) votes shall be taken by a show of hands among all Members present and the chairperson of the meeting, if a Member, shall have a vote;
- (c) an abstention shall not be considered a vote cast;
- (d) before or after a show of hands has been taken on any question, the chairperson of the meeting may require, or any Member may demand, a written ballot. A written ballot so required or demanded shall be taken in such manner as the chairperson of the meeting shall direct;
- (e) if there is a tie vote, the chairperson of the meeting shall require a written ballot and shall have a second or casting vote. If there is a tie vote upon written ballot, the motion is lost; and
- (f) whenever a vote by show of hands is taken on a question, unless a written ballot is required or demanded, a declaration by the chair of the meeting that a resolution has been carried or lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

9.7 Persons Entitled to be Present

The only persons entitled to attend a Members' meeting are the Members, the Directors, the auditor and others who are entitled or required under any provision of the Act or the Corporation's Articles or the By-laws to be present at the meeting. Any other person may be admitted only if invited by the chairperson of the meeting or with the majority consent of the Members present at the meeting.

9.8 Meetings held by Telephonic or Electronic Means

If the Directors or Members of the Corporation call a meeting of the Members, the Directors or Members, as the case may be, may determine that the meeting be held entirely by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting.

9.9 Absentee Voting

- (a) Every Member entitled to vote at a meeting of the Members may by means of a proxy appoint a proxyholder or one or more alternate proxyholders as the Member's nominee to attend and act at the meeting in the manner, to the extent and with the authority conferred by the proxy. Every proxy must be in a form that complies with the Act.
- (b) The Corporation may permit Members who are entitled to vote at meetings of the Members to vote by telephonic or electronic means if the Corporation makes such means available. Voting by telephonic or electronic means may be used only if,
 - (i) the votes may be verified as having been made by Members entitled to vote; and
 - (ii) the Corporation is not able to identify how each Member voted.

ARTICLE 10 NOTICES

10.1 Service

Any notice required to be sent to any Member or Director or to the auditor of the Corporation shall be

delivered personally, or sent by prepaid mail, facsimile, email or other electronic means to any such Member at the Member's latest address as shown in the records of the Corporation; and to such Director at their latest address as shown in the records of the Corporation or in the most recent notice or return filed under the *Corporations Information Act*, whichever is the more current; and to the auditor at its business address; provided always that notice may be waived or the time for giving the notice may be abridged at any time with the consent in writing of the person entitled thereto.

10.2 Error or Omission in Giving Notice

The accidental omission to give any notice to any Member, Director, Officer, member of a committee of the Board or auditor or the non-receipt of any notice by any such person where the Corporation has provided notice in accordance with the By-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

ARTICLE 11 ADOPTION AND AMENDMENT OF BY-LAWS

11.1 Amendments to By-laws

Except with respect to (1) provisions of the By-laws that are embodied in the Articles of the Corporation, and (2) matters referred to in Subsection 103(1) of the Act that require approval by a special resolution of the Members, the By-laws may be repealed or amended by the Board in accordance with this Section. Any such repeal or amendment shall be effective from the date of the resolution of the Board until the next meeting of the Members where it may be confirmed, rejected, amended or repealed by the Members by ordinary resolution. If the repeal or amendment is confirmed or confirmed as amended by the Members, it remains effective in the form in which it was confirmed. The repeal or amendment of the By-laws ceases to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

11.2 Repeal

All previous By-laws of the Corporation are repealed as of the coming into force of these By-laws. The repeal shall not affect the previous operation of any By-laws so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any Articles or predecessor charter documents of the Corporation obtained pursuant to, any such By-laws before its repeal. All Officers and persons acting under any By-laws so repealed shall continue to act as if appointed under the provisions of these By-laws, and all resolutions of the Members or the Board or a committee of the Board with continuing effect passed under any repealed By-laws shall continue to be good and valid except to the extent inconsistent with these By-laws and until amended or repealed.

ENACTED by the Directors of the Corporation on the 24th day of November 2022.

Chairperson

Secretary

CONFIRMED by the Members of the Corporation on the 24th day of November 2022.

Chairperson

Secretary