

A TG Collaborative AGREEMENT TO ADVANCE the TURTLE GUARDIANS Program

THIS **Financial Disbursement to Partner AGREEMENT** made in duplicate as of the 27th day of August , 2018

BETWEEN:

The Land Between charity
hereinafter referred to as **TLB**
as the financial lead agency of the Turtle Guardians Collaborative and Program,
hereinafter referred to as **TG**
OF THE FIRST PART;

and

Ontario Nature, (Tanya Pulfer, Lead)
214 King Street West, Suite 612, Toronto, ON M5H 3S6
hereinafter referred to as **ON**
OF THE SECOND PART.

WHEREAS the **TLB** on behalf of **TG** has requested **ON** as a member of the Collaborative to undertake certain services (The "Services") to grow and advance the program. The "services" are more particularly described in '**Schedule A**' and '**Schedule B**' attached hereto;

NOW THEREFORE this Agreement witnesses that in consideration of the mutual provisions contained in this Agreement, hereinafter referred to as the 'Agreement', the **TLB** and **ON** agree each with the other as follows:

PARTNER SERVICES/PERFORMANCE

- 1.1 **ON** agrees to carry out the services (sometimes also referred to herein as the 'Assignment') described in '**Schedule A**' attached hereto in accordance with the terms and conditions of such Schedules and in accordance with the terms and conditions of this agreement.
- 1.2 **ON** agrees to complete the Services to the satisfaction of the granting agencies/funding bodies, and meet the target dates set out in '**Schedule A**' with respect thereto.
- 1.3 The **TLB** and **ON** agree that this Agreement for financial support for the partnership spans **3 years** and shall commence as of the **15TH day of March 2018** and shall terminate **on or before the 15th day of March, 2021**, unless terminated earlier pursuant to the terms and conditions herein contained.

PAYMENT AND INVOICING

- 3.1 The **TLB** agrees to pay **ON** the total of fees allocated for the support as outlined with the granting agency/funding agency agreements and as listed in "**Schedule B**", and which support includes participation and input on the Turtle Guardian Program Management Team and Turtle Guardian Education, Extension, and Execution, the development and management of a TG mobile app and database and which is integrated with the ON RAP atlas, input into data modelling and citizen science etc. and which fees are delivered at least twice annually according to the timing of the major grant disbursements for the duration of the agreement and in accordance with 3.1.(b)
 - (a) The **TLB** agrees to pay **ON** for reasonable, receipted expenses related to services performed and required that are outlined within the granting/funding agency agreements, and which may include capital costs, mileage and travel expenses at a rate of \$0.50/km, and in accordance with 3.1 (c)

- (b) **ON** shall submit to the **TLB** reports prior to each payment detailing actions, deliverables, and metrics to facilitate ease of reporting to the funder and congruent to the TG work plan referenced in Schedule "A", satisfactory to the **TLB**;
- (c) The **TLB** agrees to pay approved expense invoices in sufficient detail satisfactory to the **TLB** for Services completed and for related and received expenses;
- (d) **ON** agrees to provide the **TLB** any further details requested by **TLB** with respect to any particular invoice submitted hereunder.

ASSIGNMENT – ALTERATION – SUBSTITUTION

- 4.1 Except as expressly permitted in this Agreement, this Agreement and the rights and obligations contained herein, including but not limited to the Services, shall not be assigned, delegated, sub-contracted or otherwise transferred by **ON**, either in whole or in part, whether voluntarily, by operation of law, amalgamation, re-organization or otherwise without the prior written consent of the **TLB and the TG** and any attempt to do so shall be null and void.

ADDENDA, DIRECTION and REPORTING

- 5.1 **ON** agrees to keep the **TLB** advised of **ON's** progress in the services, and agrees to submit updates or progress reports as requested to the **TLB** in person or via email. **ON** further agrees to advise the **TLB** of any problems or delays in completion of the work or services as soon as reasonably possible. **ON** agrees that the **TLB** may at any reasonable time inspect and test, for the purpose of determining accuracy and adherence to the Agreement, any or all related records.
- 5.2 Where **ON** is of the opinion that any of the work ought to be expanded, curtailed, reduced or modified, **ON** agrees to immediately advise **TLB and TG** accordingly in writing and to obtain the written permission of **TLB and the TG** to make any such variations.
- 5.3 **ON** is required to provide the required tools, automobile, office space, office supplies and computer equipment (the "Equipment") to perform the services outlined in Schedule A unless the Equipment is of a specialized nature or is otherwise to be provided by **TLB** or another third party as specified by this agreement.
- 5.4 **ON** shall maintain general liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 in aggregate. **ON** shall provide evidence of this insurance and a copy of the policy upon the request of **TLB**.
- 5.5 It is agreed that **ON** is acting as an independent agency and partner and that no employment relationship exists or shall be deemed to exist between the **TLB, TG and ON**.

TERMINATION

- 6.1 **ON** and/or **TLB** may with or without cause for any reason terminate this Agreement in whole or in part at any time upon giving **ninety (90) calendar days** notice, in which case **ON** shall be paid a reasonable amount for the work and services relating to the terminated portion of the Agreement completed to **TLB's** satisfaction to the date of termination, such amount shall not exceed the fees and expenses described in this Agreement. It is understood and agreed by the parties hereto that any termination of this Agreement in whole or in part under this paragraph by the **TLB** shall be without liability to **ON**, and that **TLB and TG** release **ON** and that **ON** is without liability to **TLB or TG**, and **ON** or **TLB or TG** shall have no claim of any kind whatsoever at law, equity or otherwise for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of such termination save and except as provided in this paragraph. Where the **TLB** terminates this Agreement under this paragraph, **ON** shall forthwith deliver to **TLB and/or TG** all materials, documents and other items that are the property of **TLB and/or TG** that are in the possession of **ON**.

CONFIDENTIALITY

- 7.1 **ON** shall treat as confidential and shall safeguard all knowledge or information belonging to **TLB** and **TG** acquired by it or its officers, employees, agents or sub-partners during the course of performing the Assignment.
- 7.2 **ON** agrees that **ON** shall not directly or indirectly disclose or use, either during or following the terms of this Agreement up to a period of one (1) year, any material or information belonging to the **TLB**, knowledge of which was acquired pursuant to this Agreement, without first obtaining the written consent of the **TLB**.

CONFLICT OF INTEREST

- 8.1 **ON** shall ensure that the work can be undertaken and completed without a conflict of interest. It is agreed that the partner will inform **TLB** of work for another client that could reasonably result in a conflict of interest.

RETENTION OF RECORDS

- 9.1 For a period of one (1) year following the completion or termination of this Agreement, **ON** shall maintain proper financial records and books of accounts respecting the work and services provided pursuant to this Agreement, as well as detailed records of the fees charged under this Agreement. **ON** agrees that these financial records and books of account may be inspected by **TLB** both during and following the term of the Agreement.

INDEMNITY

- 10.1 **ON** shall at all times indemnify and save harmless **TLB**, its directors, officers, employees, agents and volunteers from and against all actions, damages, claims, demands, and losses, including legal expenses incurred as a result thereof ("Claims"), by whomsoever made, brought or instituted, arising out of or in any way related to this Agreement or any act, omission, or negligence of **ON** or its directors, officer, employees, agents and volunteers. Provided this indemnification does not extend to indemnify **TLB** from Claims to the extent that they are caused by the negligence of **TLB** or its director, officers, employees, agents and volunteers. **ON** agrees at all times with respect to the performance of the work and services under this Agreement to comply with all applicable laws, bylaws and regulations whether municipal, provincial, federal or otherwise."

OCCUPATIONAL HEALTH AND SAFETY

- 12.1 **ON** shall have knowledge of, and abide by, the provisions of all legislative enactments, by-laws and regulations in regard to health and safety in the Province of Ontario as well as specific health and safety instructions which may be given to **ON** by the **TG**. Without limiting the generality of the foregoing, **ON** shall specifically ensure that he/she is knowledgeable of and performs all obligations imposed by the Occupational Health and Safety Act of Ontario.

LAWS OF ONTARIO

- 13.1 This Agreement is governed by the laws of Ontario.

TIME OF ESSENCE

- 14.1 Time shall be deemed to be material and of the essence of the Agreement.

SCHEDULES

- 15.1 '**Schedule A**' and '**Schedule B**' are incorporated by reference in this Agreement and form part of this Agreement. This Agreement, '**Schedule A**' and '**Schedule B**' constitute the entire understanding between the parties and all prior agreements, representation, statements, negotiations and undertaking, whether oral or in writing, are superseded in their entirety by the provisions of the Agreement.

HEADINGS

16.1 The parties hereto agree that the headings in this Agreement form no part of this Agreement but shall be deemed to be inserted for the convenience of reference only.

WAIVER OF TERMS

17.1 No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and is signed by the party against whom it is sought to enforce the waiver, amendment or modification. The failure of either party to insist in one or more instances upon the performance by the other party of any provisions of this Agreement shall not be construed as a waiver of the further performance of any such provision and the obligations of the other party with respect to such future performance shall continue in full force and effect.

FORCE MAJEURE

18.1 **ON** shall not be liable for any delays in the performance of its obligations under this Agreement resulting from circumstances or causes beyond **ON's** control.

NOTICE

19.1 Any notice given pursuant to this Agreement shall be in writing and shall be forwarded in the manner prescribed herein to the respective party at the address designated as follows or at such revised address as such party may, from time to time, designate by notice in writing in the prescribed manner:

To: Partner

Ontario Nature, Tanya Pulfer
214 King Street West, Suite 612
Toronto, ON M5H 3S6, tanyap@ontarionature.org
705-327-2808

To: **TLB**, Chief Operating Officer
P.O. Box 1368, Haliburton, ON, K0M 1S0, info@thelandbetween.ca
705-457-4838

Notice shall be given in any manner prescribed as follows:

- (i) by delivery, effective at the time of actual delivery;
- (ii) by a form of electronic communication, effective at the time of transmission; or
- (iii) by registered mail, effective on the third (3rd) day following the deposit of a properly addressed form of notice in the mail; provided, however, in the event of an actual or threatened disruption of regular postal service, notice shall not be given by mail.

MISCELLANEOUS

21.1 On any termination, completion or expiration of this Agreement the provisions of section 7 entitled "Confidentiality", section 9 entitled "Retention of Records", and section 11 entitled "Indemnity" shall survive and remain in full force and effect for a period of one (1) year.

21.2 The rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution of, any rights and remedies provided at law, equity or otherwise.

21.3 Each and every sentence, and each and every paragraph and provision of this Agreement shall be severable, and in the event that any one or more of the same is declared invalid or unenforceable, the balance shall survive.

BINDING EFFECT


22.1 This Agreement ensures to the benefit of and is binding upon the parties to it, the successors of **ON** and the successors and assigns of the **TLB**.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

For the Land Between:

For Ontario Nature:

Signature:

Signature: 

Name:

Name: Caroline Schultz

Title:

Title: Executive Director

Date:

Date: August 27th, 2018

Schedule A

The Services under this Agreement include program management, development and management of species at risk data, databases and mobile apps, outreach and communications, specifically providing educational workshops and input into curriculum and educational content, and promotions of the program, with the goal of building a sustainable program, enrolling new Turtle Guardians, increasing Citizen Science, advancing species at risk recovery, and achieving the following results:

1. Contribute to TG Management Team and Program Infrastructure

- Attend TG meetings
- Input into TG Curriculum
- Input into TG Database, website(s), and mobile app
- Input into communication product development
- Input into Citizen Science methods
- Input into species research, assessments, data modelling and prioritizations

2. Outreach and Delivery

- Provide aligned, complementary and TG specific workshops to the public (both potential subscribers and enrolled Guardians)
- Deliver TG curriculum modules and complementary curriculum
- Train and mentor volunteers and staff in site reconnaissance and towards achieving upper levels of Guardianship

3. Promotions and Uptake

- Provide printed materials, photos and other media to advance the portfolio of TG media
- Promote the TG program and enrolment at all citizen science venues
- Provide printed material to promote the program at **ON** and at venues
- Link to TG Program on website
- Provide schedule of aligned events for the TG website and enrolled participants
- Promote the program and partners through social media
- Extend partnerships
- Obtain grants, donations, and sponsors to advance the program in coordination with TLB and according to approved sponsorship policies

4. Database and mobile app development, data management and modelling

- Input into data standards and attributes for the TG database and app
- Development of TG mobile app that integrates or links to ON RAP app
- Contribution to best practices for data management and mobile app launch, maintenance and systems and features integration and management
- Contribute occurrence data towards species prioritizations and population assessments
- Contribute expertise towards recovery science and data modelling (road segment surveys, hot spot mapping etc.)
- Review third party data submitted through TG participants
- Contribute other data as appropriate to manage the program

In addition, as part of the Services ON shall:

- Track metrics and milestones according to grant requirements (photos of workshops, numbers of workshops and attendees, numbers of new occurrences etc.)
- Contribute media, photos and information towards the development of products and communications
- Act as one of the Program contacts for inquiries from agencies, groups and landowners and represent the TG Collaborative at events, workshops and the like
- Develop contacts, working relationships and partnerships to cooperatively promote the Collaborative program to integrate delivery of the program with other aligned efforts in the region
- Publicize the program and its partners in any information released or announced to the public
- Document program status over time with site visits, reports and photographs
- Seek opportunities to promote, improve or expand the program delivery, implementation, monitoring and profile

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Initials

Schedule B

Support for services under this Agreement are remunerated under an Ontario Trillium Foundation grant under these terms:

- 1. Remuneration for mileage for Management team role and any related and approved workshops and services**
- 2. Support for 1 PT GIS App and Data Technician: Salary, mandatory employment-related costs and benefits at 3 years for a total of \$40,950.00**

Timing and amount of staff support disbursements to ON and reports from ON according to schedule of payments from OTF, and upon receipt of interim updates/reports from ON and consequently from TLB:

- Payment (17%) \$6,961.50
April 15, 2018
- Report, photo upload, metrics
August 15, 2018
- Payment (17%)\$6,961.50
October 15, 2018
- Report, photo upload, metrics
February 15, 2019
- Payment (17%)\$6,961.50
April 15, 2019
- Report, photo upload, metrics
August 15, 2019
- Payment (17%)\$6,961.50
October 15, 2019
- Report, photo upload, metrics
February 15, 2020
- Payment (17%)\$6,961.50
April 15, 2020
- Report, photo upload, metrics
August 15, 2020
- Payment (15%) \$6,142.50
October 15, 2020

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Initials