



Turtle Guardians

TURTLE GUARDIAN CHARTER- Memorandum of Understanding

FOR THE TURTLE GUARDIAN COLLABORATIVE (TG)

Drafted and signed on Sept 18, 2017

This charter forms the basis of an agreement among organizations and individuals to work together in a collaborative dedicated to the study, conservation, and recovery of turtles across Ontario, and with a special focus on the ecological corridor known as The Land Between bioregion.

It describes the purpose and principles of the collaborative, the roles and responsibilities of membership and guidelines for the operations and management of the collaborative.

Charter

The Turtle Guardians Collaborative is a collaborative of organizations and individuals that have a shared interest in the conservation of turtles and turtle habitats in Ontario, with a special focus on an area known as The Land Between, that stretches along the southern edge of the Canadian Shield from the Georgian Bay coast to the Ottawa valley as having over 33% of all of Ontario's turtles and therefore representing the most feasible priority area for recovery of populations.

Purpose:

The purpose of this Collaborative is to constructively enable and actively support Citizen Science for the conservation of turtles, and thereby to plan for mitigation, recovery and ongoing monitoring and stewardship.

Toward this purpose the Collaborative will:

Facilitate science and share knowledge– through convening a working group/advisory team to provide input and review at all stages of the project development and regularly through its duration, to direct and support research, assess data and species' status and review findings; and to share research findings with each other and publicly;

Increase Co-operation – by cultivating partnerships and establishing networks that will expand communication, encourage collaboration in planning and stewardship, and to support the development of local uptake, implementation and capacity;

Raise awareness – through sharing information with individuals, organizations, and agencies, and by ongoing communications, outreach, and promotions of the effort/program and of the plight, biology, and status of turtles in Ontario;

Create and maintain centralized and accessible data and systems– by assessing and assigning standards and protocols for agile and rigorous data entry, access and maintenance, and by ensuring systems and platforms are enduring and have integrity for the species recovery, thereby including ongoing data management and maintenance capacity;

Provide training and means for uptake- by outlining curriculums, resources, and information in platforms and venues; and by providing workshops and other training opportunities (Adopt a pond etc) to enrolled Guardians and the public at large;

Influence and implement recovery and conservation priorities – by assessing mitigation and conservation sites; and by offering data, technical information and interpretive material to authorities to ensure that necessary features are protected or mitigation is implemented;

Facilitate the means for program sustainability – by assisting with recruitment and by accessing funding through grants, donations and sponsors, with a specific focus on support from program elements of the “Turtle Tunnels and Trauma Campaign”, and the annual “Turtle Walks”.

Principles

The Turtle Guardian Collaborative is an entity formed by organizations and individuals who share a commitment to its purpose, operating by and for the following principles:

- Equality and accessibility to new and amongst parties
- Sustainability
- Accountability
- Transparency
- Clear processes for decision-making
- Community acceptance and adoption
- Clear image and distinct identity

Members of the Collaborative are committed to:

- The purpose of the Collaborative,
- Commitment to Collaboration,
- Active participation in the Collaborative,
- Members of the Collaborative are committed to sharing and contributing time, data, tools, resources and expertise and talents that will further the purpose; and not to undertake action that works at cross purposes to the collaborative.
- Working with other Collaborative members and the Collaborative as a whole to access funding to further the purpose.

- The activities of The Turtle Guardians Collaborative provide benefits to its collaborative members through profile, networking and providing tools and where feasible financial support which further the work of collaborative members that share a common purpose with The Turtle Guardian Collaborative.
- The Collaborative may provide support to Collaborative members and partners through funds obtained for discrete partnership-based endeavours as outlined within this charter; and from discrete funding agreements.
- The Collaborative respects the mandate of existing organizations.
- The Collaborative is committed to receiving input from and engaging the community at large.
- The Collaborative communicates an autonomous and clear image of the Collaborative in order to further its success

Collaborative Membership

Lead and Responsible agencies- The Turtle Guardian Collaborative is maintained by the Lead administrative agency of The Land Between charity; and where the Georgian Bay Turtle Hospital will provide emergency or back-up administration in the event of emergencies or dissolution of the lead party. Scales Nature park is recognized as providing key oversight, actions and deliverables under this agreement as to afford reduction in risk and additional capacity. These three parties represent the responsible agencies of the Collaborative.

Eco-Kare International, and other individual entities are responsible agencies as so much as to deliver services and expertise as outlined in discrete and renewable consulting agreements.

The Collaborative structure is one of equal voice; and therefore where each member will be represented within an advisory group and where each member will be invited openly to any and all meetings of the Collaborative to participate in person or by proxy or through any feasible and available mechanisms.

Decision Making is by consensus of the quorum. Quorum is ½ plus one of representative/member agencies.

Meetings will be held quarterly or at least at key stages of development, key milestones, or key stages of execution. Meeting minutes will be maintained by the Lead agency for reference available to all members.

Conflict Resolution is enacted if consensus cannot be reached within 2 consecutive meetings. At this stage the lead and responsible agencies will have prescriptive powers to move the decision forward. Members may petition the whole in the event of conflicts or any oversight through notification of the whole at meetings or via email, whereby the nature of the complaint will be discussed and resolved in camera.

Cooperation and extension is encouraged by allowing the collaborative structure to permit other organizations to sign the Charter and agree to fulfill the roles and responsibilities of membership to become members of the collaborative. Individual membership will be assessed according to their capacity.

Conflict of Interest and Duty (Representation) are dissuaded through the requirement of full disclosure at meetings and within any discrete arrangement and funding agreements; and where the presence of the conflict will recuse the member from voting rights for the issue; and where the level or nature of a conflict of interest or representation can be deemed as necessitating removal from the collaborative.

Core program elements:

- Advisory Team
- Data Framework and systems
- Platforms
- Recruitment campaigns
- Outreach
- Turtle Walk
- Trauma and Tunnels Campaign
- Training and workshops
- Rewards and Reporting
- Research and assessments/Conservation planning
- Support for implementation of conservation priorities/stewardship and abatement
- Funding agreements/Funding programs/Sponsorship
- Donations and pledges

Roles and Responsibilities

All partners/members will support, where feasible any and all core deliverables and actions, however key roles, responsibilities and related support stream have been assigned and identified:

a. Administration:

Lead Agency: The Land Between charity
(2nd: Georgian Bay Turtle Hospital)

The Lead Agency will have systems in place to:

- Manage finances
- Acquire and disburse property and resources
- Enter into agreements
- Access funds

- Allocate and distribute funds
- Hire and manage staff/contractors
- Contract for services
- Engage in financial audits
- Report to the collaborative
- Report to funders

In addition to:

- To provide outreach
- To provide hosting and platforms
- To provide and house centralized data and links to or direct data management systems
- To administer registrations and recruitment
- To administer and organize campaigns
- To provide training and workshops
- To provide lead on communications, branding and outreach including partnership negotiations

b. Project Management

Responsible agencies: The Land Between charity
 Scales Nature Park
 Georgian Bay Turtle Hospital (START program/not as a
 trauma care unit)
 (Eco-Kare International- legal responsibility as consultant
 under discrete agreements)

- The Responsible agencies will be directly and legally responsible to ensure all core actions and deliverables under any and all discrete funding agreements; and to disperse and allocate funding from non-discretionary sources such as the Turtle Walks and any campaigns
- The Responsible agencies may from time to time delegate and assign additional roles and/or deliver on behalf of the member certain roles under this agreement;
- Responsible agencies are responsible for tracking and reporting of all deliverables, milestone, and metrics.

And in addition:

- To provide training and workshops
- To provide input into communications, data standards, and data management
- To provide expertise into and directly for scientific analysis and review
- Lead assessments and conservation planning

And where EcoKare International will specifically, and under agreement:

- Provide input and expertise into Citizen Science standards, training modules
- Provide expertise and mentoring for road ecology; road surveys and reconnaissance; and underpass planning and installations
- Provide expertise into Geographic Information Systems and data for turtle hotspot mapping and road ecology standards

c. Discrete roles:

Collaborative Partner(s): Trillium Lakelands District School Board

- Awareness; Education, Recruitment: to provide outreach and support for annual Turtle Walks and for overall enrollment in the Turtle Guardians program; to co-construct classroom curriculum support resources and workshop/training content; to promote and raise awareness

Collaborative Partner(s): Ontario Nature

- Reptile and Amphibian Atlas and data, and advisory role: to provide key expertise in data management and standards; to maintain and share atlas data

Collaborative Partner(s): Ontario Turtle Trauma Centre (operating name for the Kawartha Turtle Trauma Centre)

- Key advisory role for data standards and systems related to turtle triage and intake, (for related processes and protocols for turtle intake and trauma care)
- Provision of data
- Direct trauma care/injured turtle treatment and releases
- Beneficiary of donation campaigns to deliver ongoing turtle trauma care, and through available grants for standardization or digitation of intake forms

Collaborative Partner(s): The Toronto Zoo

- Advisory role: to provide key expertise in data standards and Citizen Science
- To provide comparable training through Adopt a pond
- Outreach and promotions
- Provision of key communication products

Funding, Donations and Turtle Walks

Grants and discretionary funds will be spent according to outlined work plans and which are embedded in agreements to further the purposes of the collaborative and impacts of the Turtle Guardians program.

An annual Turtle Walk(s) across Ontario will be launched to provide funding for the Tunnels and Trauma campaign: therefore these pledges and donations will be split equally between prevention (conservation planning and mechanisms to install turtle tunnels and signage) and cure (trauma care at the OTCC and other accepted turtle trauma outfits as identified and prioritized) until such time as these are not required, when funding splits and allocations will be reviewed and any changes will be communicated to the public at large.

The Tunnels and Trauma campaign general donations will be split in the same abovementioned manner, unless directions from donors or direct donations are made to one of either category.

Sponsorships for tunnels will be directed to all mechanisms to ensure tunnel installations.

In all cases a maximum of 15% of funds will be assigned to enable administrative management; overhead and systems maintenance can be considered a separate category and a priority for funding support, but not to be inflated beyond minimum hosting and materials.

Accountability

The Collaborative will be accountable to:

- The Lead Agency (The Land Between charity)
- Its Members
- Its Partners
- Its Funders
- the people of Ontario

Independence

The Turtle Guardian Collaborative will maintain its independence where feasible from partner organizations and their governance structures.

Termination

1. Any Agency or Independent Participant may terminate its involvement in TGat any time by giving notice to the other Participants and Lead agency of TG.
2. If any Participant terminates its involvement in TG, it shall not be entitled to any refund of fees.

Respect for Intellectual Property

All materials or documents are under copyright of the Collaborative as a whole. We agree, and agree to advise our end-users as we deem appropriate to respect the copyright on any content accessed by virtue of participation in TG or through or by other Participants, in accordance with the terms and conditions established by the Participant(s) providing access to that content. We also agree and agree to advise our end-users as we deem appropriate to abide by the terms of any copyrights applicable to the use of TG software, documents, or other materials developed by TG or for TG by its Participants.

Respect for Privacy of Identity Information

We agree to respect the privacy of and any other constraints placed on identity information that we might receive from other Participants and enrolled individuals as agreed upon between us and the Participant(s). In particular, we understand that we may not share or disclose or use for any purpose other than its intended purpose any identity information or sensitive data that we receive from any Participant without express written permission of the other Participant or the enrolled user.

Disclaimer and Limitation on Liability

1. We bear all our own risks in participating in TG. No fee has been paid for any service provided by TG, or any Participant and any such service is provided on an as is, as available basis, without warranties of any kind, either express or implied and the entire liability of TG and any Participant is limited to \$0. No statement, oral or written, given by TG or its agents or any Participant will create a warranty, nor may any Participant or other person rely on any such statement for any purpose.
2. We acknowledge that TG does not conduct its own review or due diligence concerning the qualifications of prospective Participants in TG, but instead relies on the promises made by Participants that they will observe and abide by all operating, intellectual property, and other requirements imposed by TG or TG Participants in connection with their participation in TG.
3. Except for claims resulting from the negligence or willful misconduct of another Participant, we are solely responsible for accepting any liability and/or obtaining whatever insurance we deem appropriate against claims, regardless of when asserted, that may arise out of, or result from, our participation in TG.

Duration, Severability and Assignment

This agreement is made as of September 18th, 2017 and will remain in perpetuity until such time as the full dissolution of the Collaborative due to limited capacity and lack of administration or other legal provisions.

If any provision of this Memorandum of Understanding is held to be invalid, illegal or unenforceable the balance of the Memorandum of Understanding shall remain in effect. This Memorandum of Understanding is not assignable without Our express written consent.

Third Party Beneficiaries

This Memorandum of Understanding is for the sole benefit of the Us and other Participants and does not give any legal or equitable rights to any other person or party.

Governing Law

This Memorandum of Understanding shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the exclusive venue for any and all disputes under law or jurisprudence hereunder shall lie in the courts located in the Province of Ontario.

Execution

As a member, we agree to the assigned roles as described herein; to participate in the Advisory committee; to ensure any and all monies that granted to The Collaborative are used entirely for those purposes as described herein and within grant agreements;

Further, we understand and accept that all members are equal; any and all materials, tools, systems, items and communications produced by Turtle Guardians or received through grants or donations are owned by Turtle Guardians to be shared at most as described herein;

The undersigned is authorized to execute this Memorandum of Understanding.

Agency/Individual: The Land Between charity

Role title: Lead Agency

Name (printed): Leora Berman

Title: Chief Managing Officer

Signature



Agency/Individual: Georgian Bay Turtle Hospital

Role title: Responsible Agency (Lead 2nd)

Name (printed): Kelsey Bedard

Title: Executive Director

Signature



Agency/Individual: Scales Nature Park

Role title: Responsible Agency

Name (printed): Jeff Hathaway

Title: Owner

Signature



Agency/Individual: EcoKare International

Role title: Responsible Agency (by contract)

Name (printed): Kari Gunson

Title: Owner

Signature




Agency/Individual: Ontario Nature

Role title: Collaborative Member/Participant

Name (printed): Tanya Pulfer

Title: Conservation Science Manager

Signature



Agency/Individual: Toronto Zoo

Role title: Collaborative Member/Participant

Name (printed): Katherine Wright

Title: Adopt-a-Pond Coordinator

Signature



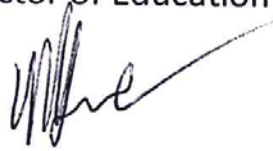
Agency/Individual: Trillium Lakelands District School Board

Role title: Collaborative Member/Participant

Name (printed): Larry Hope

Title: Director of Education

Signature

A handwritten signature in black ink, appearing to read 'Larry Hope', written over a horizontal line.