

## **CANADIAN SECTION – CANADIAN CHAPTER AGREEMENT**

**THIS AGREEMENT** made effective this 24 day of January, 2023.

### **BETWEEN:**

**THE CANADIAN SECTION OF THE WILDLIFE SOCIETY**, a not-for-profit corporation incorporated under the *Canada Not-for-profit Corporations Act*. (herein called “CSTWS”)

– and –

**THE ONTARIO CHAPTER OF THE WILDLIFE SOCIETY**, a non-profit organization organized under the laws of Ministry of Public and Business Service Delivery (herein called the “Canadian Chapter”)

### **BACKGROUND**

CSTWS is a Canadian not-for-profit corporation and registered charity (Registration No. 703489286 RR 0001) established to educate and increase the public’s and wildlife professionals’ understanding of the environment and the importance of wildlife conservation.

CSTWS is furthering its purposes and delivering its programs within Canadian provinces through a variety of provincial chapters.

CSTWS has developed an interprovincial network of chapters organizations that act as Canadian provincial chapters of The Wildlife Society (“TWS”) (the “Canadian Chapters”). This Agreement reflects an approach through which the Canadian Chapters and CSTWS work together, balancing their requirements through a collaborative approach to the development of both CSTWS’s and the Canadian Chapter’s strategy and policies, and a consistency of brand, message and delivery in respect of its objectives.

This Agreement sets out the Canadian Chapter’s relationship with CSTWS.

### **SECTION I** **STATEMENT OF COMMON MISSION**

The parties acknowledge their mutual commitment to build the Canadian Chapter’s capacity to represent and serve the community of wildlife professionals to study, manage and conserve wildlife and habitat worldwide, and to educate wildlife professionals and the public about the profession, the environment and the importance of wildlife conservation in Ontario, Canada.

**SECTION II**  
**TERM OF AGREEMENT**

This Agreement will commence on the 24 day of January, 2023, and will continue in effect until terminated by agreement of the parties in writing or pursuant to Section VI (the “Term”).

**SECTION III**  
**OWNERSHIP AND USE OF TWS TRADEMARKS AND LICENSED MATERIALS**

**3.01 Ownership**

- a) The CSTWS is a Section of TWS and has been granted the authority to extend its rights, privileges and obligations under the Affiliation and License Agreement to the Canadian Chapters.
- b) Except as otherwise provided herein, the parties agree that all right, title and interest, including copyright and other intellectual property rights in and to material produced by either party shall remain with such party, except in so far as such material incorporates, with permission, intellectual property of the other party which shall remain the other party’s intellectual property.
- c) In particular, the Canadian Chapter acknowledges that TWS retains all right, title and interest in the Trademarks and Licensed Materials described in SCHEDULE “A” (the “TWS Program”), as amended from time to time. All use of the TWS Trademarks and Licensed Materials shall enure to the benefit of TWS.

**3.02 License of CSTWS’s Intellectual Property**

- a) CSTWS grants to the Canadian Chapter a non-exclusive right, royalty free, revocable sub-license to carry out and implement the TWS Program in the geographical territory of the Province of Ontario, and such other locations as may be agreed to in writing from time to time, during the Term and in connection therewith CSTWS grants the Canadian Chapter a non-exclusive right, royalty-free, revocable license to use the TWS Program.
- b) The non- exclusive licence granted by CSTWS to the Canadian Chapter may be expanded to include such other of CSTWS’s Trademarks as the Canadian Chapter may desire to use in connection with the TWS Program, and as CSTWS may be permitted and willing to grant. The Canadian Chapter will not allow any other party to use TWS’s or CSTWS’s Trademarks without written consent from TWS or CSTWS, as required.
- c) The Canadian Chapter will use and display only TWS’s Trademarks and Licensed Materials in accordance with TWS’s guidelines or standards in effect from time to time.
- d) CSTWS has the right to verify how the Canadian Chapter is using the TWS Program and may request specimens showing the use of TWS’s Trademarks and Licensed Materials by the Canadian Chapter, which the Canadian Chapter agrees to provide.
- e) The Canadian Chapter agrees to notify CSTWS of any use of TWS’s Trademarks and

Licensed Materials by third-parties that come to the attention of the Canadian Chapter and the Canadian Chapter will cooperate with CSTWS to have the unauthorized use stopped.

- f) The license granted to the Canadian Chapter by CSTWS will automatically terminate upon termination of this Agreement, howsoever terminated.

#### **SECTION IV** **CANADIAN CHAPTER OBLIGATIONS**

In consideration of the rights and licenses granted to the Canadian Chapter by CSTWS under this Agreement, the Canadian Chapter specifically agrees as follows:

##### **4.01 Governance**

- a) The Canadian Chapter will implement the TWS Program in accordance with the Bylaws, Code of Ethics, Objectives, and Policy Positions and Official Position Statements of TWS as published on the TWS website from time to time, and other requirements as may be determined by CSTWS, subject to mutually agreed modifications in light of local conditions.
- b) The Canadian Chapter will maintain status as a non-profit organization with the authorities in the province in which it operates.
- c) The Canadian Chapter will implement and maintain effective governance practices in keeping with generally accepted governance practices of organizations similar to the Canadian Chapter and in conformity with local laws. The Canadian Chapter agrees to comply with Canadian Chapter Bylaws approved by the CSTWS from time to time. The Canadian Chapter will provide any proposed amendments to its Bylaws to CSTWS no less than 60 days in advance of their consideration by the members of the Canadian Chapter.
- d) Unless otherwise agreed in writing by CSTWS, the Canadian Chapter will not proceed with the adoption, implementation, or undertaking of any of the following fundamental corporate changes:
  - i. any change to its purposes that would contradict or otherwise prejudice the terms of the relationship between the parties;
  - ii. a change of the corporate name of the Canadian Chapter or the adoption or change of any operating business name or trademark and;
  - iii. the amalgamation of the Canadian Chapter with any other corporation or entity, or the continuance of the Canadian Chapter as a corporation in any other jurisdiction.

##### **4.02 Financial Management**

The Canadian Chapter will establish and maintain financial management procedures in keeping with generally accepted local financial practices and shall provide the CSTWS with an annual financial statement.

##### **4.03 Insurance**

The Canadian Chapter shall at all times maintain comprehensive/commercial general liability insurance and such other insurance that a reasonable prudent person would obtain under the

circumstances as may be reasonably determined by the Canadian Chapter, confirming that CSTWS is insured thereunder in relation to the Chapter Services defined in section V.

## **SECTION V**

### **CANADIAN CHAPTER SERVICES**

In respect of particular services to be performed by the Canadian Chapter on behalf of and funded by CSTWS, the Canadian Chapter specifically agrees as follows:

#### **5.01 Services to be Performed by the Canadian Chapter Funded by CSTWS**

- a) CSTWS hereby agrees to retain the Canadian Chapter, and the Canadian Chapter agrees to be retained, to perform the following services for CSTWS in order to assist CSTWS in achieving its charitable purposes (the “**Chapter Services**”):
  - i. offering educational programs, courses, learning units, seminars, workshops, conferences, and meetings;
  - ii. developing and evaluating educational resources and programs that increase knowledge, skills and attitudes supportive of the protection of the environment and wildlife conservation among the public and conservation professionals;
  - iii. assisting educators in their understanding and integrating of environmental issues into their educational programs and services;
  - iv. collecting and disseminating information to the public on the protection of the environment through websites, newsletters, workshops seminars and related educational media;
  - v. conducting research relating to wildlife, its habitat and the environment and disseminating the results of such research;
  - vi. providing scholarships, bursaries, awards and other forms of financial assistance to students and conservation professionals interested in wildlife and habitat protection and conservation; and
  - vii. receiving funds from CSTWS from time to time in accordance with section 5.02 (the “**Grants**”) and to disburse the Grants as directed by CSTWS from time to time to carry out such Chapter Services.
- b) In performing the Chapter Services for CSTWS, the Canadian Chapter agrees to comply with all operating policies, all ongoing instructions and directions from CSTWS with respect to CSTWS federal charitable status approved by the board of directors of CSTWS from time to time.
- c) In order to meet the Canadian Chapter’s obligation to keep adequate books and records generally under section 4.02 of this agreement, the Canadian Chapter shall keep and

maintain adequate books and records in relation to the disbursement of the Grants, including detailed expenditure statements, copies of all receipts and vouchers, where available, and other relevant documentation. The Canadian Chapter shall provide CSTWS with regular interim summaries and upon final disbursement of the Grants of all transactions with respect to the disbursement of the Grants. The Canadian Chapter shall provide CSTWS with all of the above documentation forthwith upon request of CSTWS for audit and verification purposes, with at least thirty (30) days' advance notice.

- d) The Canadian Chapter shall permit a representative of CSTWS to enter at all reasonable times any premises used by the Canadian Chapter in connection with the use of the Grants for which the Canadian Chapter is responsible pursuant to this Agreement in order to inspect and evaluate the Chapter Services performed by the Canadian Chapter and inspect all records relating to the same, subject to maintaining the requirements of confidentiality, including those of its agents and subcontractors. The Canadian Chapter's expenses associated with an inspection and evaluation shall not be recoverable from CSTWS. CSTWS will cover their own expenses associated with an inspection, and CSTWS will provide sufficient notice to the Chapter prior to entry, normally 2 weeks.

## **5.02 Specific Chapter Services, Transfers of Grants, and Designation**

- a) A written Project Designation in the form attached as SCHEDULE "B" to this agreement shall accompany each transfer of funds or Grant from CSTWS to the Canadian Chapter. The written designation shall set out the specific Canadian Chapter Services to be provided to CSTWS by the Canadian Chapter pursuant to such designation and manner, parameters and/or restrictions to apply to the use of the said funds by the Canadian Chapter.
- b) As required by the written designation, CSTWS shall make periodic transfers of funds to the Canadian Chapter in order to carry out the Canadian Chapter Services and to conduct the activities on behalf of CSTWS.
- c) CSTWS specifically reserves the right to unilaterally withhold the transfer of Grants, or any part thereof, to the Canadian Chapter in the sole discretion of CSTWS, in the event that CSTWS is not fully satisfied that the Canadian Chapter is providing the Chapter Services in relation to which earlier transfers of funds made by CSTWS.

## **5.03 Delegation of Chapter Services**

The Canadian Chapter may delegate performance of the Chapter Services to its agents or subcontractors, where necessary, in the sole discretion of the Canadian Chapter, provided that the Canadian Chapter shall remain liable for the Chapter Services so performed by anyone so delegated by the Canadian Chapter. All such agreements between the Canadian Chapter and its agents or subcontractors shall be in writing and shall comply with the provisions of this Agreement. The Canadian Chapter shall keep a record of these agreements and supporting documents relating to their performance. These agreements are subject to audit and inspection by CSTWS and its representatives, subject to the provisions of section 5.1 above.

## **SECTION VI CONFIDENTIALITY**

## **6.01 Definition of Confidential Requirements**

The Canadian Chapter and CSTWS agree to keep confidential any and all information, trade secrets, data or material belonging to either party (“Confidential Information”). This obligation to keep Confidential Information confidential shall not apply to any Confidential Information which:

- a) is at the date of this Agreement or, at any time after the date of this Agreement becomes, publicly known other than by either party’s breach of this Agreement;
- b) can be shown by either party to the reasonable satisfaction of the other party to have been known to it prior to it being disclosed;
- c) is lawfully in the possession of the party, having been acquired from a third party; or
- d) is required to be disclosed by law or pursuant to any requirement of any legal, governmental, official or regulatory body provided that the party shall immediately provide notice of such to the other party and where lawfully and reasonably practicable, consult with the other party prior to such disclosure in relation to the service and manner of disclosure.

## **6.02 Confidentiality Requirements**

Both parties agree that they shall:

- a) not disclose any Confidential Information to others without the prior written approval of the other party;
- b) not use any information or data acquired as a result of this Agreement for any other purpose than to carry out the CSTWS and TWS Program;
- c) not make any copies or reproductions of any of the Confidential Information, and not disclose any of the Confidential Information to any third party, or to any of their respective employees or agents except those who need to know it to enable the carrying out of the activities contemplated by this Agreement;
- d) require their respective employees and agents to abide by the provisions of this Agreement; and
- e) return to the other party or destroy all property, documentation or Confidential Information in the party’s possession or control when they no longer require it for the purposes of this Agreement, or at the request of the other party, or upon the expiry or termination of this Agreement.

## **SECTION VII PERSONAL INFORMATION AND PRIVACY**

- a) The parties acknowledge that through their relationship with each other, they will become aware of Personal Information (as such term is defined in provincial privacy legislation, the federal *Personal Information Protection and Electronic Documents Act* of Canada, or other applicable Canadian privacy legislation) which is collected, used or disclosed by the other party to this Agreement.
- b) A party receiving such Personal Information (“receiving party”) from the other party (“disclosing party”) agrees and covenants with the disclosing party that the receiving party will not collect,

use or disclose such Personal Information provided to it by the disclosing party except in accordance with the disclosing party's written instructions, as well as any rules and regulations of the disclosing party with respect to such Personal Information.

- c) The receiving party agrees and covenants that such Personal Information provided to it by the disclosing party will only be collected, used, or disclosed for the purposes specified by the disclosing party and that the receiving party will not sell, trade, barter, disclose or transfer such Personal Information to any other party except with the prior written consent of the disclosing party.

## **SECTION VIII** **DISPUTE RESOLUTION**

If a dispute (a “**Dispute**”) arises out of or in connection with any provisions of the Agreement, the parties will use their reasonable endeavours to resolve the Dispute in an amicable, consultative and co-operative manner. As part of the Parties' efforts to resolve a Dispute in accordance with this section VIII, the Parties may appoint an independent third party to assist with the resolution of the Dispute or to act as a mediator in respect of the Dispute, on such terms as the Parties shall agree in writing.

## **SECTION IX** **TERMINATION**

### **9.01 Termination for Default**

This Agreement will automatically terminate upon the occurrence of one or more of the following events:

- a) upon either party having given the other party ninety (90) days' written notice of its wish to terminate the Agreement;
- b) if either party is in default in carrying out any of its material obligations under this Agreement and said default is not cured by the defaulting party within thirty (30) days after being provided with written notice of default;
- c) if the Canadian Chapter engages in conduct that in the reasonable opinion of CSTWS, in consultation with TWS, reflects unfavourably or detrimentally upon CSTWS or TWS, their name, good will, Trademarks, or reputation, and the Canadian Chapter fails to cease such conduct to the satisfaction of CSTWS within thirty (30) days after receiving written notification of default from CSTWS;
- d) upon CSTWS losing its registered Canadian charity status with the Canada Revenue Agency, after the expiry of any applicable appeal period and/or the completion or denial of any appeal that CSTWS may have undertaken in that regard;
- e) upon the dissolution or winding up of CSTWS or the Canadian Chapter; or
- f) in the event that CSTWS or the Canadian Chapter becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or a receiver, or interim receiver has been appointed including under a debt instrument passed for the winding up of the organization.

### **9.02 Consequences of Termination**

Upon the termination of this Agreement, the following will occur:

- a) this Agreement and the rights afforded to both parties will automatically cease, save and except for the survival of any outstanding obligations of both parties under this Agreement;
- b) the Canadian Chapter will immediately discontinue all use of the Trademarks and Licensed Materials;
- c) the Canadian Chapter will return to CSTWS any Sub-Licensed Material in the Canadian Chapter's possession or under its control;
- d) the Canadian Chapter will destroy all letterhead and other similar material on which any of TWS's Trademarks appear or return it to CSTWS at CSTWS's request;
- e) the Canadian Chapter will cease to be a Chapter of CSTWS;
- f) the Canadian Chapter will comply with all financial and other directives provided by CSTWS, including providing all financial and program information related to any Grants provided; and
- g) within sixty (60) days after the termination of this Agreement, there will be an accounting between the Canadian Chapter and CSTWS with respect to the monies due by each to the other under the terms of this Agreement with both CSTWS and the Canadian Chapter promptly paying to the other whatever monies will be found as owing by one to the other pursuant to such accounting.

Notwithstanding any agreement or provisions to the contrary, the Canadian Chapter agrees that its obligation to protect the Sub-Licensed Materials and TWS Trademarks or the right, title, interest or goodwill of CSTWS and/or TWS thereto survives the termination of this Agreement.

## **SECTION X**

### **INDEPENDENCE AND LIMITATION OF LIABILITY**

#### **10.01 Independent Operations**

The Canadian Chapter specifically acknowledges that it is not an agent of CSTWS and has no capacity to bind CSTWS to any course of action. CSTWS acknowledges that it has no capacity to bind the Canadian Chapter to any course of action other than what both parties have agreed to in this Agreement or any other agreement entered into between the parties. Further, nothing in the Agreement shall be construed as creating any relationship between the parties other than that expressly stated herein, not franchisor or franchisee, not employer or employee, or a joint venture, association, partnership or any other form of business organization or relationship. Neither party shall have any right, power or authority to assume, create or incur any expenses, liability or obligation, express or implied, on behalf of the other, except as expressly provided herein.

#### **10.02 Limitation of Liability**

The Canadian Chapter agrees that, unless caused by CSTWS's own negligence, CSTWS shall have no liability with respect to any accident to any person causing personal injury or death or any loss or damage to any person or property arising out of the Canadian Chapter's operation of the CSTWS Program, regardless of whether it is displaying CSTWS's Trademarks or using CSTWS's Licensed Materials.



### **10.03 Indemnification**

The Canadian Chapter agrees that it will indemnify CSTWS, its directors, officers and employees against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by CSTWS, its directors, officers or employees or which it may sustain, pay or incur as a result of or in connection with the performance, purported performance or non-performance of this Agreement by the Canadian Chapter or any activities or programs of the Canadian Chapter.

## **SECTION XI** **GENERAL PROVISIONS**

### **11.01 Representatives**

Each party will notify the other party regarding the name of its representative who will act as the primary point of contact for the other program in connection with all matters relating to this Agreement, normally within 2 weeks of any change.

### **11.02 Notices**

All notices, requests, demands, or other communications (collectively called “**Notices**”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person will be given in writing by personal delivery or by registered mail, postage prepaid, by facsimile transmission, or e-mail to such other parties as follow:

In the case of CSTWS:

The Canadian Section of the Wildlife Society  
#250, 3336 Portage Avenue  
Winnipeg MB R3K 2H9  
Canada  
ATTN: President and Executive Director

In the case of the Canadian Chapter:

Ontario Chapter of The Wildlife Society, 200 Isku Park Road, Shuniah, Ontario, Canada, P7A 0P1

or at such subsequent address given by such person to the other parties hereto in writing from time to time.

All such Notices will be deemed to have been received when delivered or transmitted.

Any Notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 6th mail delivery day following the day on which it was posted. Any Notice sent by facsimile shall be deemed to have been received by the party to whom it was addressed on the day following the day on which it was sent.

### **11.03 Severable Covenant**

If any article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity will not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, Section or portion thereof will be severed from the remainder of this Agreement.

### **11.04 Compliance with Law**

The Canadian Chapter shall ensure that all activities carried out by it in connection with the TWS Program and in connection with the Licensed Materials and Trademarks will comply with all applicable laws and regulations.

### **11.05 Non-Waiver**

No waiver by any party of any breach by any other party of any of its covenants, obligations and agreements hereunder will be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

### **11.06 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will be deemed to be one and the same instrument. All counterparts so executed will constitute one agreement binding upon all parties, notwithstanding that all parties are not signatory to the original or the same counterpart.

### **11.07 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the province of Manitoba and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such province. It is the intent of the parties to fully comply with all applicable provincial and federal laws. If any provision of this Agreement is determined not to be in compliance with applicable statutes, that provision will immediately be regarded as null and void and this Agreement will otherwise continue with the parties co-operating in good faith to modify this Agreement as required as to most fully accomplish the original goals, objectives and stated purposes of this Agreement.

### **11.08 Transmission By Facsimile**

The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signature forthwith and upon demand.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

THE CANADIAN SECTION OF THE WILDLIFE SOCIETY

Per: Michael P. Gillingham  
Name: Michael Gillingham  
Position: President

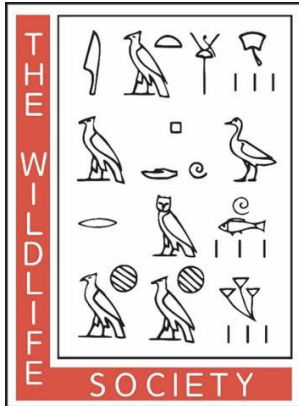
[Ontario Chapter of The Wildlife Society]

Per: Matthew Furst  
Name: Matthew Furst  
Position: President of Ontario Chapter of The Wildlife Society

SCHEDULE "A"

TWS PROGRAM AND TRADEMARKS

- 1) The Wildlife Society®
- 2) TWS®
- 3) The Wildlife Society with Design (USPTO Registration No. 3222387)



SCHEDULE "B"

PROJECT DESIGNATION

Pursuant to the Chapter Agreement effective as of [date of Chapter Agreement], 20  ,  
between

THE CANADIAN SECTION OF THE WILDLIFE SOCIETY, a not-for-profit corporation incorporated  
under the *Canada Not-for-profit Corporations Act*.

(herein called "CSTWS")

and

[exact legal name of the Chapter], a non-profit organization organized under the laws of [jurisdiction].

(herein called the "Chapter")

In accordance with Section 5.1(a) of the Chapter Agreement (headed "Services to be Performed  
by the Chapter"), CSTWS hereby directs the Chapter to perform the following Chapter Services  
for the period from           , 20   to           , 20   :

[NOTE: This section must be completed in detail and set forth the specific Chapter Services that the  
Chapter will carry out for CSTWS. These are described more generally in section 5.1(a) of the Chapter  
Agreement].

CSTWS shall pay the Chapter the sum of \$           for the Chapter Services described in the  
above paragraph 1, in equal installments as follows: on        20   and        20   [NOTE: the  
number, amounts and dates of installments to be determined].

In accordance with Sections 5.2 (a) and (b) of the Chapter Agreement (headed "Specific Chapter  
Services, Transfers of Grants, and Designation") , a written progress report and detailed  
expenditure statements for the Chapter Services set out in this Designation shall be provided  
semi-annually by the Chapter to CSTWS. [NOTE: You may require semi-annual or more  
frequent reports depending on the nature of the services.]

Once signed by the parties, this Project Designation forms part of the Chapter Agreement; and  
the parties acknowledge and agree that all terms of the Chapter Agreement apply to the carrying  
out of the project described herein.

THE CANADIAN SECTION OF THE  
WILDLIFE SOCIETY

[CHAPTER NAME]

Per: \_\_\_\_\_  
Name:   ..  

Per: \_\_\_\_\_  
Name:   ..

Position: ...

Position: ...