MEMORANDUM OF UNDERSTANDING

Between

Parks Canada Agency
a body corporate established under the Parks Canada Agency Act (hereinafter “Parks Canada”)

- and -

Fundy Biosphere Reserve
(hereinafter referred to as “FBR”)

together known as the “Participants”

WHEREAS Parks Canada and the FBR share complementary priorities to provide and facilitate enhanced and meaningful experiences to Canadians with an emphasis on the promotion of Canada’s national and cultural heritage;

WHEREAS the FBR, a UNESCO-designated Biosphere Reserve, non-profit, non-governmental organization is dedicated to conserving biodiversity and promoting sustainable economic development;

WHEREAS Parks Canada is mandated to protect and present nationally significant examples of Canada’s natural and historic heritage which includes Fundy National Park, the core of the Fundy Biosphere Reserve;

WHEREAS Parks Canada’s historic and natural places foster public understanding, appreciation and enjoyment in ways that ensure their ecological and commemorative integrity for present and future generations;

WHEREAS Parks Canada recognizes the strength of working with the FBR and both organizations have agreed to work cooperatively and collaboratively on mutually beneficial projects in and proximate to Fundy National Park;

WHEREAS this partnership will benefit Canadians by promoting awareness of the value of national parks and providing opportunities for Canadians to recognize the amazing natural places in Canada, and in particular the Bay of Fundy;

And WHEREAS through ethical and strategic partnering arrangements, Parks Canada wishes to create new and expanded opportunities for Canadians to discover and develop a strong sense of connection to their protected places;

THIS MEMORANDUM OF UNDERSTANDING THEREFORE ESTABLISHES
that the Participants express their intentions as follows:
1. Purpose

1.1 The purpose of this Memorandum of Understanding ("MOU") is to identify opportunities to strengthen the respective capabilities of the Participants and to advance common objectives in the areas of mutual interest set out in clause 3.

1.2 The intent is to develop and strengthen the relationship over time and to cooperate in an open and transparent manner.

2. General

2.1 This MOU outlines areas where the Participants concur that they will work together to reinforce mutual efforts and to achieve common goals.

3. Areas of Mutual Interest for Cooperation

3.1 The respective mandates of the Participants will serve as the foundation for establishing collaborative approaches between the Participants and for supporting the achievement of their goals.

3.2 The Participants' combined expertise has the potential to increase the discovery and preservation of Canada's heritage and treasured places for Canadians.

3.3 The Participants express their desire to cooperate in the following areas to:

- Broaden and encourage opportunities for collaboration regarding programs and projects of mutual interest;
- Promote the discovery of nature, the outdoors and active living through relevant and unique learning experiences such as the Amazing Places Project;
- Where appropriate, participate in planning committees that are based on outdoor and environmental education activities and science activities relevant to Fundy National Park;
- Leverage marketing opportunities and joint promotional activities such as the promotion of the Bay of Fundy area, Fundy National Park and its place within the Fundy Biosphere Reserve;
- Increase awareness of joint and respective networks.

3.4 Where required, additional memoranda or legal agreements will be negotiated jointly between the Participants.

4. Acknowledgement of Collaboration

4.1 The Participants understand and concur that they will acknowledge each other through appropriate recognition of their cooperation under this MOU. Each
Participant understands and concurs that the recognition will have to be proportional to the relative contribution of each Participant.

4.2 Any detailed arrangements of cooperative activities will include the particulars of appropriate recognition in accordance with the Participants’ respective policies and guidelines, and agreed upon by the Participants.

4.3 Any communications, products or marketing material developed for this purpose must comply with each Participant’s policies and guidelines on the use of their official trade-marks and symbols.

4.4 Each Participant understands and concurs that any recognition in respect of cooperation or activities under this MOU will not constitute or imply endorsement of each others’ products or services.

5. Independent Activities

5.1 This MOU does not limit the Participants’ autonomy within their respective operations, including the liberty of entering into other cooperative arrangements with other third-parties.

6. Exchange of Intellectual Property and Information

6.1 The Participants will endeavor to exchange information and material/concepts protected by intellectual property in respect of the cooperation and activities under this MOU, as appropriate, in accordance with the normal protocols of the respective Participants, the Access to Information Act and the Privacy Act. Specific legal agreements concerning exchange of information and of material/concepts protected by intellectual property will be entered into, in accordance with sub-clause 3.4 above, by the Participants at the initiation of any joint activities that might involve the exchange of information and of material/concepts protected by intellectual property.

6.2 In the absence of any specific legal agreement between the Participants, the exchange of information which ought reasonably to be considered as confidential (the “Confidential Information”) and of material/concepts protected by intellectual property from one Participant to the other (the “Disclosing Party” and the “Receiving Party” as the case may be) will be governed as follows:

   a. The Receiving Party shall not disclose any Confidential Information nor use or disclose any material/concepts protected by intellectual property (other than for internal use) without the express prior written consent of the Disclosing Party;

   b. The Receiving Party acknowledges that all Confidential Information and intellectual property rights will remain the property of its/their respective owner(s), as the case may be; and
c. The Receiving Party shall deliver to the Disclosing Party all Confidential Information and all material protected by intellectual property received from it, together with every copy, draft, working paper and note that contains Confidential Information or material/concepts protected by intellectual property, upon expiration or termination of this MOU, or at such earlier time as the Disclosing Party may require.

7. Financial Considerations

7.1 Each Participant understands and concurs that there is no financial obligation to either Participant as a result of entering into this MOU.

7.2 Each Participant will be responsible for the funding costs it incurs in its own interest, related to the support of this MOU.

7.3 Any issues respecting commitment of funds or other resources will be addressed as part of specific activity(ies) that may be undertaken by the Participants, and in accordance with sub-clause 3.4 above.

8. Employees

8.1 Each Participant understands and concurs that either of them may, from time to time, with mutual notice and consent, have employees of the other Participant visit or work upon its premises, subject to internal security policies and procedures of each Participant.

8.2 In such cases, each Participant understands and concurs that such employees will remain employees of their usual employer who will remain responsible for those employees, for paying their salary, wages and other benefits, as well as for making such deductions and remittances from salary, wages and any other kind of pay as required at law.

8.3 Subject to the other Participant’s duties as the occupier of premises, it is understood that each Participant will be responsible for the health and safety of its employees.

9. Terms

9.1 This MOU will come into effect upon the last signature and will remain in effect for a period of three (3) years from this effective date and may be renewed for a further term or terms by mutual agreement. At least three (3) months prior to the end of the term of this MOU, the Participants will conduct a joint evaluation to inform future direction of the collaboration.
9.2 The Participants will review this MOU each year, to monitor and ensure that their respective and combined needs and longer term goals are being met. Representatives from the respective Participants will meet annually to review the operation of the MOU and for planning purposes. The time, place and modality of the meeting, whether in person or by teleconference, will be jointly determined by the Participants.

9.3 One or more representative(s) from each Participant will be assigned annually as the respective point(s) of contact under this MOU and this will be reciprocally communicated in writing to the other Participant once assigned.

9.4 This MOU may be amended in writing at any time with the mutual consent of the Participants.

9.5 Either Participant may withdraw from the MOU at any time, upon presentation of a ninety (90) days prior written notice.

10. Resolution of Disagreements

10.1 Any disagreement regarding the application or interpretation of this MOU will be resolved by consultation between the Participants, and will not be referred to a third party for settlement.

11. Language

11.1 It is upon the express wish and concurrence of the Participants that this MOU is written in the English Language. Cette entente est rédigée dans la langue anglaise selon la volonté et l'entente expresse des Participants.

12. Legal Disclaimer

12.1 This MOU is not a contract and does not create any legally binding obligation between the Participants, but represents their desire to cooperate, collaborate and to exchange information and knowledge for the common good.

12.2 The Participants acknowledge that this MOU does not constitute an association for the purpose of establishing a legal partnership or joint venture and does not create an agency relationship between Parks Canada and FBR and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

13. Notice

13.1 Any notice to a Participant under sub-clause 9.5 must be in writing and delivered by registered mail or courier addressed as follows:
Parks Canada:
Bronwyn Pavey
External Relations
Fundy National Park
Alma, NB E4H 1B4
Ph: 506-887-6394  Fax: 506-887-6011
Email: bronwyn.pavey@pc.gc.ca

Fundy Biosphere Reserve
Megan Degraaf
Executive Director
Fundy Biosphere Reserve
143 Highfield St, Moncton NB
E1C 5P1

Mailing Address:
PO BOX 1650 Stn Main, Moncton NB
E1A 9X5
Ph: 506-382-9661
Email: executive.director@fundy-biosphere.ca

13.2 Notices sent by registered mail or courier will be deemed received within three business days of the day they are sent.

IN WITNESS WHEREOF, the Participants have executed this Memorandum of Understanding as attested by the signatures of their duly authorized representatives for such purposes.

SIGNATURES ON NEXT PAGE
FOR THE PARKS CANADA AGENCY:

Signature

Blair Pardy
Field Unit Superintendent
Fundy National Park

Witness

Bronwyn Pavey
Print Name

Date
March 26, 2012

Location
Alma, NB

FOR THE FUNDY BIOSPHERE RESERVE:

Signature

Yves Gagnon
Chair, Board of Directors

Witness

Megan de Graaf
Print Name

Date
May 4, 2012

Location
Alma, NB