

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT dated as of March 1, 2023

Between

ORG

and

FARM

This Memorandum of Understanding (MOU) sets forth the terms and understanding between ORG Food Justice Program and Farm in the work of strengthening the local food security system through food outreach by providing experiential educational workshops on the benefits of shopping local, how to grow produce at home, an introduction to food security, food systems, and food justice, as well as cooking demonstrations and recipes on how to prepare unfamiliar produce items.

BACKGROUND

Strengthening a sustainable food security system requires broad and adaptive changes far beyond what any single organization, institution or government can secure. It will take many system leaders embedded in many communities, who will be able to carry a compelling vision, hold courageous conversations, facilitate diverse ways of thinking among various stakeholders, build unprecedented collaborations, and move people forward on the adaptive challenges facing our communities in food security.

PURPOSE

Now therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the FARM, the parties agree as follows:

The above goals will be accomplished by undertaking the following activities as listed in "Schedule A".

GENERAL

1. This Agreement may be assigned by the ORG without the consent of the FARM. The FARM may not assign this Agreement without the prior written consent of the ORG, which consent may be arbitrarily withheld.
2. This Agreement shall not be terminated by the merger or consolidation of the ORG into or with any other entity.

3. Time will be of the essence in this Agreement.
4. All references to monies or payments shall be in Canadian currency unless otherwise indicated.
5. The FARM's obligations and liabilities under this Agreement will survive the termination of the FARM's contractual relationship irrespective of the reasons for such termination and whether such termination is occasioned by the FARM, by the ORG, or by mutual agreement.
6. This Agreement constitutes the entire Agreement between the parties and there are no representations or warranties, express or implied, statutory, or otherwise and no agreements collateral hereto other than as expressly set forth or referred to in this Agreement.
7. Each provision of this Agreement is separate and distinct. If any provision of this Agreement is invalid, illegal, or otherwise unenforceable, then such provision is severable from and is not to be deemed to affect any other provision of this Agreement, and this Agreement is to be construed as if such unenforceable provision had never been contained in this Agreement. All other provisions of this Agreement remain, nevertheless, in full force and effect, and no provision of this Agreement is to be deemed to be dependent upon any other provision.
8. Should there be a disagreement or dispute between the parties hereto with respect to this Agreement or the interpretation thereof, the same will be referred to a single arbitrator pursuant to the *Commercial Arbitration Act* (British Columbia), and the determination of such arbitrator will be final and binding upon the parties hereto. During the period of such arbitration, any other action to which a party may be entitled will be stayed pending the outcome of the arbitration. This provision will be deemed to be a submission to arbitration in accordance with the *Commercial Arbitration Act*.
9. The failure of either party hereto to exercise any right, power, or other advantage pursuant to this Agreement, or to insist upon the strict compliance with the provisions of this Agreement, is not, and is not to be deemed to be, a waiver of any of the provisions of this Agreement in respect of any subsequent or continuing breach of this Agreement, nor a waiver of the right to require strict compliance with all provisions of this Agreement.
10. The FARM will execute and deliver all such further documents and instruments and do all acts and things as the ORG, may, at any time, reasonably require, to effectively carry out or better evidence or perfect the intent and meaning of this Agreement.
11. This Agreement may only be amended by a document in writing signed by the respective parties.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
13. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
14. The headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
15. This Agreement may be executed in several counterparts, each of which may be transmitted by any electronic means capable of producing a printed copy and each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same instrument.

AUTHORITY

The FARM will not have any authority to enter any contract or commitment in the name of or on behalf of the ORG. The FARM will further not have the authority to bind the ORG in any respect whatsoever. Nothing in this Agreement is to be construed as creating any agency between the FARM and the ORG.

INDEMNITY

The FARM undertakes and agrees to defend and indemnify the ORG and hold the ORG harmless, at the FARM's sole expense, from and against all claims, demands, suits, losses, costs, including without limitation legal costs on a solicitor-and-own-client-basis, damages and expenses that the ORG may sustain or incur directly or indirectly by reason of:

- a. any breach of this agreement by the FARM;
- b. the acts or omissions of the FARM in performing Services or otherwise carrying on the FARM's business including any damage to any and all persons or property, whether deliberate, accidental, or through negligence;
- c. the acts or omissions of any one for whom the FARM may be responsible;
- d. any claim or finding that the FARM is an employee of, or is in any employment relationship with, the ORG, or is entitled to any Employment Benefits of any kind;
- e. any liability on the part of the ORG under the *Income Tax Act* (Canada) or any other statute, including, without limitation, any Employment Benefits statute, to make contributions, withhold or remit any monies or make any deduction from payments, or to pay any related interest or penalties, by virtue of the FARM being considered to be an employee of the ORG; or
- f. the FARM undertaking any obligation on behalf of the ORG that was not previously confirmed or approved in writing by the ORG or otherwise permitted by this Agreement.

TERMINATION OF AGREEMENT

1. This Agreement will automatically terminate without liability or notice to either of the parties hereto upon the expiration of the Term or the death of the FARM.
2. Without limiting the foregoing, this Agreement may be terminated:
 - a. at any time by either party, by providing thirty (30) days written notice to the other party of the date on which the Services will end (the "Date of Termination").
 - b. by the ORG without notice or compensation on the happening of any of the following:
 - i. any breach of the provisions of this Agreement by the FARM;
 - ii. any unauthorized disclosure of any Confidential Information (as hereinafter defined) by the FARM;
 1. if for a period of thirty (30) days whether consecutive or otherwise in any twelve (12) month period the FARM is incapable of

- performing or providing the Services by reason of ill health, accident, or other reason;
2. if the FARM is deemed by an adjudicator appointed under the Act (as hereinafter defined) to pose a risk to children and/or vulnerable adults;
 3. if the FARM is convicted of any criminal offence, or is found guilty of serious misconduct in connection with the performance of any of the FARM's obligations hereunder; or
 4. any and all omissions, actions or other conduct that would constitute cause at law, in addition to the specified causes;

The FARM acknowledges and agrees that the foregoing constitute full and sufficient basis for the ORG to terminate this Agreement and that upon the happening of any such event the ORG may, in its sole discretion, terminate the FARM and this Agreement without notice or compensation to the FARM by delivering the FARM written notification of termination, which may be delivered by mail, email or fax.

Duration

This memorandum of understanding is at-will and may be modified by mutual consent of authorized officials from the ORG and FARM. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials this MOU shall end on March 31, 2024.

ACKNOWLEDGMENTS

The FARM acknowledges all of the following:

- a. the FARM has had time to read and review this Agreement and to obtain independent legal advice in connection with this Agreement prior to executing it;
- b. the FARM fully understands the contents of this Agreement; and
- c. the clauses contained herein are both reasonable and necessary in order to protect the legitimate interests of the ORG

Contact Information

Date:

(Partner signature)

(Partner name, organization, position)

Date:

(Partner signature)

(Partner name, organization, position)

SCHEDULE “A”
UNDERTAKINGS BY FARM

The FARM covenants and agrees with the ORG to provide Services to the ORG set forth in this Schedule.

- A. In collaboration with ORG, assist in strengthening the local food system providing experiential educational workshops on the benefits of shopping local, how to grow produce at home, an introduction to food security, food systems, and food justice, as well as cooking demonstrations and recipes on how to prepare unfamiliar produce items.
- B. The FARM will provide monthly reports and respond to all required questions as provided by ORG focused on program operations by the 1st of each month which will then be provided to the funder, X

SCHEDULE “B”**PAYMENT AND TERM**

The ORG covenants and agrees with the FARM to pay the FARM for the Services as set forth in this Schedule.

PAYMENT

The ORG will pay the FARM compensation as follows:

The work performed by FARM shall not exceed the total estimated amount specified below:

1. Total estimated amount: \$10,000 yearly.

TERM

This Agreement will commence on April 1, 2023, and will continue until March 31, 2024, subject to termination or extension as provided for in this Agreement.

SCHEDULE “C”
ORG COMMUNITY SERVICES CODE OF ETHICS

I Affirm That:

- I will respect the mission, vision, values and culture of ORG.
- I will maintain respect for agency policies, procedures and board and management decisions and will take the initiative toward improvement of such policies, procedures, and decisions when it will better the interest of my clients, the agency and the community by presenting my suggestions to my supervisor in writing.
- I will work to improve the effectiveness and efficiency of services provided by the agency.
- I will accurately represent my education, training, experience and competence as they relate to my work.
- I will correct, whenever possible, misleading or inaccurate information and representation made by others concerning my qualifications or services.
- I will bring to the attention of my supervisor any issues that I believe will have an adverse effect on ORG
- I will act to prevent and eliminate discrimination in work assignments or in personnel policies or practices.
- I will use the resources and information of the agency only for the purposes for which they were intended and will not use them for personal benefit.
- I will not use my position to solicit clients or the agency for personal business.
- I will not use my position to further my religious, political, or personal objectives.
- I will fulfill any and all commitments made by me to the agency.
- I will conduct myself in such a way as to not put my employer in disrepute.
- I will support the integrity and reputation of the agency.
- I will not remove confidential files or ORG property unless it has been properly authorized.

I have read the Code of Ethics and agree to abide by it as an employee of ORG. I understand that failure to comply with the signed code of ethics may result in

disciplinary action up to and including dismissal.

Date

Signature