

Memorandum of Understanding (MOU)
December 15, 2015

Between ALUS Canada Inc., 555-2938 Dundas St. W, Toronto, ON M6P 4E7
and
Parkland County, 53109A Hwy 779, Parkland County, AB T7Z 1R1

The above parties agree:

PURPOSE:

Parkland County is partnering with ALUS:

- To build community capacity in the County for planning, managing and delivering an effective ALUS program.
- To establish an ALUS Program for delivering ecosystem services in Parkland County in partnership with agricultural producers.
- To create awareness of ALUS as a community-developed, farmer-delivered environmental solution for the working landscape in Parkland County and ultimately throughout Alberta.

TIMEFRAME

The timeframe of this MOU is for 3 years, subject to renewal by both parties.

ROLES

Successful ALUS operations involve a blend of functions distributed between ALUS Canada and Parkland County

ALUS Canada agrees to provide:

- Program support by Regional Hub Manager
- Duplication Guide
- Standard operating protocols and documentation
- Database system and technical support
- Monitoring, verification procedures, and reporting tools (GIS)
- Coordinate National Research & evaluation
- National communications, including website, Facebook, Twitter, e-news
- National branding and recognition tools
- National donor development/fundraising & grant administration tools
- Funding Support as described in Schedule A*
- Ecological Credit Sales Portal

Parkland County agrees to provide:

- Management of the administrative arrangements for the program
- Community engagement/landowner liaison
- Management of project establishment
- Management of payments to participants
- Coordination of local communications
- Local donor development/fundraising
- Deliverables as described in Schedule A

* Any unused ALUS Canada project funding (resulting from missing targets) or surplus funding from reversed projects will be returned to ALUS Canada.

ALUS GUIDELINES

ALUS Canada strives for national consistency and local flexibility. Parkland County agrees to adhere to the following the ALUS Guidelines outlined in more detail in the Duplication Guide:

1. Establishment of a diverse local Partnership Advisory Committee (PAC) that will target local priorities
2. Engage local producers (Farmer Liaisons) to support program delivery
3. Use the ALUS database system and provide reports to help ALUS Canada track progress and report to national donors
4. Use the ALUS Participant Agreement
5. Use the ALUS Communication Guide when creating messaging including brand guidelines and ALUS materials (e.g. logo, brochure templates etc.)
6. Support the verification of the establishment of up to 10% of total projects annually , and
7. Maintain liability insurance

CONFIDENTIALITY

Parkland County agrees that all proprietary or confidential information, including the ALUS database and duplication guide, shall be held in the strictest confidence and shall not be used for other purposes and or released or disclosed to any third party without the express written permission of ALUS Canada.

ALUS Canada agrees that all proprietary or confidential information, in particular any personal information from ALUS participants, shall be held in the strictest confidence and shall not be released or disclosed to any third party without the express written permission of Parkland County.

AMENDMENTS

This MOU may be modified or amended by written agreement between the Parties, in particular Schedule A, as required from time to time.

TERMINATION:

Each party shall have the right to terminate this MOU by giving at least three months' notice in writing to the other Party at any time. If a Party terminates the MOU, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Existing projects, which are due to be completed within one calendar year from the date of notice of termination, shall not be affected by such termination unless agreed upon by the Parties. Outstanding project and operating funds will be transferred back to ALUS, or their designate. Nothing in, or relating to, this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties.

Signed:

Bryan Gilvesy, Executive Director
ALUS Canada Inc.

DATE

Peter Vana, General Manager
Development Services
Parkland County

DATE

Schedule A: Financials and Deliverables

1. **ADMIN FEES:** Parkland County agrees to pay ALUS Canada \$5,000/year for ALUS Canada services provided for 3 years

2. Contributions committed to date

YEAR	FUNDS BY	AMOUNT*	IN-Kind	GUIDELINES
2015	The W. Garfield Weston Foundation	\$15,000		Unrestricted, but primarily for project establishment and annual payments
2015	Parkland County		\$180,660	In-kind support provided directly by Parkland County
2015/16	NCP II	\$40,000		Wetland associated projects only
2016	The W. Garfield Weston Foundation	TBD		unrestricted
2016	Parkland County		\$180,660	In-kind support provided directly by Parkland County
2016/17	NCP III	TBD		Wetland associated projects only
2017	The W. Garfield Weston Foundation	TBD		unrestricted
2017	Parkland County		\$180,660	In-kind support provided directly by Parkland County

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3. Deliverables and Reporting and Payment schedule is as follows:

Payment Schedule	Reporting Schedule with Deliverables
JUNE 2015 – INTERIM REPORT/ EXPECTED DELIVERABLES	2015 Interim Report
DECEMBER 2015 - YEAR END REPORT/ Expected DELIVERABLES	2015 Year End Report: Deliverables: <ul style="list-style-type: none"> – Approximately 126 new acres of wetland-related projects; – Approximately 23.4 new acres of uplands projects; – Hire a program coordinator; – 3-4 new demonstration sites established; – Site visits conducted to verify planting and progress at all demonstration sites; – Tours of demonstration sites conducted; – Funding opportunities identified and proposals submitted (e.g., WHC).
JANUARY 2016 - FINAL 2015 PAYMENT	From ALUS to Parkland County as per Schedule A.
JUNE 2016 - INTERIM REPORT	2016 INTERIM Report: Deliverables: working towards acre targets for 2016 as follows: <ul style="list-style-type: none"> – 200 new acres of wetland-related projects; – 250 new acres of uplands projects.
JULY 2016 - PAYMENT OF \$TBD	From ALUS to Parkland County, half of estimated total funding allocation for 2016.
DECEMBER 2016 - EXPECTED DELIVERABLES	2016 YEAR END Report: Deliverables: <ul style="list-style-type: none"> – 200 new acres of wetland-related projects; – 250 new acres of uplands projects; – two to three new demonstration sites established; – support ALUS Canada to conduct verification on 10% of projects; – tours of demonstration sites conducted; – funding opportunities identified and proposals submitted.
JANUARY 2017- FINAL 2016 PAYMENT	From ALUS to Parkland County as per Schedule A.

JUNE 2017 - INTERIM REPORT	2017 INTERIM Report: Deliverables: working towards acre targets for 2017 as follows: <ul style="list-style-type: none"> – TBD new acres of wetland-related projects; – TBD renewed acres of wetland-related projects; – TBD new acres of uplands projects; – TBD renewed acres of uplands projects.
JULY 2017 - PAYMENT OF \$TBD	From ALUS to Parkland County, half of estimated total funding allocation for 2017.
DECEMBER 2017 - EXPECTED DELIVERABLES	2017 YEAR END Report: Deliverables: <ul style="list-style-type: none"> – TBD new acres of wetland-related projects; – TBD renewed acres of wetland-related projects; – TBD new acres of uplands projects; – TBD renewed acres of uplands projects; – two to three new demonstration sites established; – support ALUS Canada to conduct verification on 10% of projects; – tours of demonstration sites conducted; – funding opportunities identified and proposals submitted.
JANUARY 2018- FINAL 2017 PAYMENT	From ALUS to Parkland County as per Schedule A.

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