

AGREEMENT

THIS AGREEMENT made this __13th_ day of __November_____, 2009

B E T W E E N:

CANADIAN NATIONAL INSTITUTE FOR THE BLIND
(hereinafter called "CNIB")

- and -

LIONS CLUBS INTERNATIONAL, MULTIPLE DISTRICT "A"
(hereinafter called "MDA")

WHEREAS:

CNIB and MDA both have a mandate for sight conservation and enhancing the services available to blind persons and persons suffering from visual impairment.

CNIB seeks to provide MDA with a comprehensive, unified program as a basis for a long-term agreement.

CNIB and MDA have had discussions concerning how to meet the goals of both organizations and as a result CNIB provided a proposal, dated May 27, 2004, which was presented to Governors Council at the 2004 MDA Convention in Mississauga, Ontario in May, 2004. A copy of such proposal is attached hereto as Schedule "A" (the Proposal").

As a result of the Proposal CNIB and MDA discussed an agreement under the name of LIONS LOW VISION CLINICS as more particularly described in the Proposal.

In 2009 the Parties met to discuss the Proposal. As a result of such meetings the Parties have decided to enter into this Agreement whereby MDA will participate in initiatives such as community activity, fundraising and assistance with service delivery as deemed appropriate by the Governors' Council of MDA.

In consideration of the covenants, agreements and obligations herein set forth and provided for, the Parties hereto respectively covenant and agree as follows:

1. The parties agree that the following definitions shall apply:

- (a) “Lions Clubs” shall mean individual Lions Clubs in MDA. The Parties agree that Lions Clubs are not considered a Party to this Agreement. CNIB acknowledges that Lions Clubs are not bound by the terms of this Agreement and can opt out of the terms of this Agreement;
- (b) “Agreement” shall mean the terms and conditions as contained in this document as signed by the Parties;

2. The CNIB and MDA covenant and agree that the purpose of this Agreement is to accomplish the following goals:

- (a) strengthen the Lions image across MDA by publicly reinforcing the Lions identity with sight related programs and activities;
- (b) increase CNIB’s participation with Lions Clubs;
- (c) provide volunteer opportunities for Lions;
- (d) assist in the expansion of Lions Clubs membership through the goals of this Agreement;
- (e) provide promotional opportunities for Lions Clubs through a professionally delivered vision services program;
- (f) co-ordinate communication with MDA Lions Clubs related to CNIB District Offices activities as well as Lake Joseph Centre;
- (g) assist Lions in bringing a higher awareness to their communities of the needs of people who are blind or visually impaired; and,
- (h) build on the 50 year partnership of the MDA Lions and the CNIB.

To promote and to accomplish the goals of this Agreement, CNIB shall provide training for participating Lions Clubs members when and where required. CNIB shall not invoice, charge or otherwise demand payment for such training from MDA, the Lions Clubs or members of the Lions Clubs.

3. To promote the terms of this Agreement, MDA shall provide the following:

- (a) incorporate the terms of this Agreement into the MDA Sight Conservation Committee;

- (b) co-operate and assist with CNIB'S efforts to announce this Agreement to the Lions Clubs;
 - (c) allow the CNIB to contact the Lions Clubs to request their participation in and support of this Agreement; and
 - (d) report to MDA Council of Governors through the Chair of the MDA Sight Conservation Committee on the activities and developments in this Agreement.
- 4. The parties agree that the goals of this Agreement and how they are accomplished are set out in the Proposal specifically found on pages 3 and 4. The Parties acknowledge that neither Party is required to fund the obligations of the other party in accomplishing the goals or services provided as set out in this Agreement or Proposal.
- 5. CNIB acknowledges and agrees that no one other than the MDA Council of Governors has authority to enter into any other agreement or to assume or incur any obligation or responsibility for or on behalf of, or in the name of LIONS CLUBS INTERNATIONAL, MULTIPLE DISTRICT "A". Similarly, MDA acknowledges and agrees that no one other than the CNIB has authority to enter into any other agreement or to assume or incur any obligation or responsibility for or on behalf of, or in the name of the CNIB.
- 6. CNIB acknowledges and agrees that MDA will not be held liable or financially responsible, and otherwise shall hold MDA harmless, for any amounts pledged and unpaid by any of the Lions Clubs. The Parties agree that at no time shall this Agreement be interpreted as creating a partnership of one another or joint venture.
- 7. Each party acknowledges that it shall be solely responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of that party or its employees, volunteers or agents. No party shall be liable for any loss, cost, damage, claim or other charge that arises out of or is caused by the actions of any other party or its employees, volunteers or agents. Joint and several liability will not attach to the parties; no party is responsible for the actions of any other party, but is only responsible for those assigned to it and to which it agrees. The Parties further agree that they shall indemnify each other and hold each other harmless from any and all claims, causes of action and/or demands from any third party or any employee, director, officer or member as a result of any bodily injury, death or damage to property due to the indemnifying Party's, or their employees, contractors, members, directors, or officers, negligence and/or intentional actions whether the claim,

demand or cause of action arose in law, equity or by statute. Such indemnity shall include legal costs of the indemnified party even if litigation did not commence.

8. The Parties agree that neither party is responsible for each other's debts, obligations, liabilities or responsibilities.
9. The parties agree that support of this Agreement by the Lions Clubs is strictly voluntary recognizing individual club activity and performance. Furthermore, except as expressly set out in the Proposal of this Agreement, CNIB shall not demand of MDA and/or Lions Clubs any level of performance, either in volunteer time or monies, in general or specific programs including all activities of this Agreement due to individual Lions Clubs autonomy in selecting programs that they support.
10. The Parties agree that either party can terminate or dissolve this Agreement by providing 120 days written notice to the other party without penalty or damages to either Party of any kind whatsoever and howsoever arising.
11. The Parties agree that to oversee the activities of this Agreement a Committee shall be struck (the "Committee"). MDA and CNIB shall appoint three members each to the committee with the MDA Sight Conservation Chairperson being one of the MDA appointees. The Parties agree that the Committee members appointed by CNIB shall not be members of any Lions Club. Each of the Parties may select their committee members at their sole discretion as well as the term of office on the committee. Two members of the Committee from each of MDA and CNIB must be present to constitute quorum. The chair of each meeting shall alternate between the Parties. Acceptance of a resolution shall be by simple majority vote of 50% plus one. The chairperson of a meeting shall be entitled to vote upon every resolution but shall not hold a deciding vote. The Committee shall meet no less than once a year and at such other times as called by a Party.
12. The MDA appointees shall be entitled to claim Rules of Audit as provided for in the Multiple District "A" Constitution & By-Laws.
13. The MDA Sight Conservation Chairperson shall report to the Council of Governors at the Council meetings or as requested.
14. The Committee shall provide to MDA and CNIB on an annual basis an unaudited financial statement from a qualified Chartered Accountant using the generally accepted rules of accounting. MDA can request their own

independent audit at MDA 's expense, if the Council of Governors feels it is required. The parties have the right to demand to view the financial records of the Committee upon forty eight hours notice. If no MDA, Lions Clubs, Lions or Lions Clubs International monies are donated or otherwise given to this Committee then this provision on providing financial statements shall not apply.

15. The Parties acknowledge that both are not for profit charitites and all activities shall and interpretation of this Agreement shall be defined by such status.
16. The parties agree that without the written consent of both MDA and CNIB, none of MDA, CNIB, the Committee, or the terms of this Agreement shall be able to:
 - (a) pledge the credit of MDA or CNIB;
 - (b) enter into any legal or financial obligation on behalf of MDA or CNIB;
 - (c) hold itself out to be a partner of MDA or CNIB except in accordance and subject to the limitations contained in the Proposal and this Agreement; and,
 - (d) hold itself out to be an agent of MDA or CNIB except in accordance and subject to the limitations contained in the Proposal and this Agreement.
17. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
18. This Agreement, including any Schedule attached, shall constitute the entire agreement between the Parties. There is no representation, warranty, collateral agreement or condition which affects this agreement other than expressed herein.
19. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario. The parties further agree that any court action brought by either party must be done so in the County of Middlesex.

20. Should any provision of this Agreement require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.

21. This Agreement and all Schedules constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties.

22. At all times the Parties recognize that each others intellectual property, trademarks, names, copyrights, trade names, marks and any such designations (the "Marks") are the exclusive use of each Party and may not be used by the other Party without the express permission of the holder of the Mark. If permission to the use the Mark is provided then such permission shall only extend to the specific use granted and shall not apply to any other use and such permission may be rescinded.

23. The Parties agree that if the Proposal and this Agreement contradict one another then this Agreement shall be paramount.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

DATED at _____ Ontario this 13th day of November, 2009.

WITNESS:

_____)	
)	
)	CEO John Rafferty
)	C.N.I.B.
As to the signature of C.N.I.B.)	
)	
)	
)	Council Chair Al Page
)	Lions Clubs International, Multiple District "A"
_____)	
As to the signature of MDA)	
)	