

AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_ 2017

Between:

**ONTARIO LAND TRUST ALLIANCE**, a corporation incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario (hereinafter called "OLTA")

OF THE FIRST PART

-and-

«**Applicant**» (hereinafter called "Partner")

OF THE SECOND PART

Concerning: «Property name»

«Legal Description» (hereinafter called "the Lands")

[or the Conservation Easement Agreement registered on title to xx (hereinafter called "the Lands")]

Assessment Roll Number: «ARN»

*(OR [if property name not applicable]*

*«Project name»*

*«Project Description» (hereinafter called "the Project"))*

**WHEREAS:**

The Partner has secured *(or is working toward the securement of)* the Lands to create a new protected area *([if applicable] by completing a «BDR/Tax Consultation/Appraisal/Survey/Planning Application»)* and to advance the goal of protecting 800 acres of ecologically significant land in Ontario by 2019 using cross-border conservation tools; and,

OR

The Partner will be undertaking *(or has undertaken)* the Project to help build capacity for cross-border conservation success; and,

OLTA administers the Cross-border Conservation Training Program (CCTP) Grant to advance the protection of biodiversity and contribute to the long-term environmental health and sustainability of Ontario by supporting securement of ecologically significant cross-border land by eligible recipients, and by building capacity for cross-border conservation in eligible recipients; and,

OLTA is providing funding to the Partner through a CCTP grant to support the securement of the Lands

*[and/or to support the undertaking of the Project].*

The Parties agree to the following:

**1. Payments**

The Partner will receive a CCTP grant in the total amount of \$«Amount» (hereinafter called the "CCTP Grant") to reimburse approved expenses as outlined in section 2 of this Agreement. Payments in advance will be paid out in two installments. Payment will be made upon receipt by OLTA of a signed copy of this Agreement and an invoice.

**2. Use of Funds**

The Partner will use the CCTP Grant for reimbursement of monies expended for the following:

	<b>APPROVED EXPENSES</b>
Appraisal costs	
Survey costs	
Land transfer taxes	
Legal fees	
Planning Approval	
Baseline Documentation Report	
Tax Consultation	
Land Securement Strategy	
Outreach Campaign	
<b>Approved CCTP Grant</b>	

***[If applicable]* 3. Access**

The Partner hereby grants to OLTA access to the Lands for the purposes of conducting site visits to monitor/inspect actions taken in accordance with the biodiversity conservation objectives of the OLTAP. Access shall be subject to prior written notice of at least twenty-four (24) hours.

***[If applicable]* 4. Disposition/Mortgage of the Lands**

If for any reason the Partner wishes to transfer, assign, lease or otherwise dispose of all or any part of the Lands, the Partner must first obtain written consent in writing from OLTA.

The Partner may transfer, assign, lease or otherwise dispose of all or any part of the Lands for conservation purposes to a third party that would qualify as an eligible recipient under OLTAP, or may mortgage the Lands, in each case subject to the prior written consent of OLTA, such consent not to be unreasonably withheld, provided the transferee, assignee, leasee or mortgagee first enters into a written agreement with OLTA satisfactory thereto covenanting to be bound by the terms of this Agreement, and requiring any future transferee, mortgagee, assignee or lessee to enter into a similar agreement with OLTA.

Where OLTA does not grant consent as described above and the Partner proceeds to dispose, transfer, assign, lease or mortgage the Lands, OLTA at its sole discretion may require the Partner to reimburse OLTA the full amount of the OLTAP Grant provided through this Agreement.

## 5. Recognition and Communications

The Partner will give credit to and acknowledge receipt of financial assistance from the Ontario Land Trust Alliance and its partner(s), through CCTP Grant, in every report, advertisement, brochure, media release, signage, etc. related to the project, as follows:

**“The Cross-border Conservation Training Program Grant assists eligible recipients with costs associated with land securement to help conserve Ontario’s biodiversity. CCTP is an initiative of the Ontario Land Trust Alliance Inc. and American Friends of Canadian Land Trusts. This project was undertaken with the financial support of the Ontario Trillium Foundation.”**

The Partner will also include the OLTA and American Friends of Canadian Land Trust (American Friends) logos, to be supplied by OLTA, and follow design and usage rules for this logo in every report, advertisement, brochure, media release, signage, etc. where other logos are included.

The Partner will invite OLTA and American Friends (if the organization is involved in a recipient’s project) and/or the Ontario Trillium Foundation, to participate in any public announcements or ceremonies in regard to the project, and further agree to cooperate with OLTA in any communications OLTA might lead pertaining to achievements realized under CCTP Grant.

Where feasible, OLTA also requests that the Partner provide one high-resolution electronic photograph of the Lands, along with confirmation that OLTA has permission to use the image in print and/or on-line media. Please provide photo credit where required.

## 6. Information/Data Disclosure

The Partner acknowledges that information and data provided to OLTA in the Partner's CCTP funding application and/or in any documents produced with support of the CCTP Grant may be shared by OLTA with its funding partners (*and that the Partner has obtained necessary consent from the owner of the Lands to do so, where such owner is different than the Partner*).

## 7. Indemnity and Insurance

*[If applicable]* The Partner shall indemnify and save harmless OLTA against any and all claims, charges, costs, actions, causes of action and demands whatsoever that may in any way arise from the ownership and management of the Lands by the Partner under and in regard to this Agreement.

The Partner shall, at its own expense, maintain, at all material times, insurance coverage in the amount of five million dollars (\$5,000,000) in Canadian funds through a private insurance provider, with respect to any claims, demands, actions or causes of action that may arise in connection with its obligations and covenants under this Agreement and shall provide to OLTA, upon reasonable written request from OLTA, a copy of said certificates of insurance.

***[If applicable]* 8. Registration of Agreement**

The parties agree that, if requested by OLTA, notice of this Agreement shall be registered on title to the Lands by the Partner, at the Partner's expense.

**9. Right to Audit**

The Partner shall permit OLTA to examine, audit and copy any invoices, accounts, receipts or other records or materials relating to your obligations under this agreement.

***[If applicable]* 10. Meetings and Reports**

The Partner shall convene meetings when requested by OLTA acting reasonably to review the status of the Lands. The Partner shall, at such meetings of the parties, report on the use of the Lands for the period dating back to the acquisition/registration date or the previous meeting as the case may be, including, if available, information regarding the condition of the property, improvements constructed or repaired and any educational programs conducted.

**11. Binding**

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.

**ONTARIO LAND TRUST ALLIANCE**

Per: \_\_\_\_\_  
Lori DeGraw  
Executive Director, OLTA

Per: \_\_\_\_\_

**«ORGANIZATION\_NAME»**

Per: \_\_\_\_\_  
Name & position of Signing Authority

\_\_\_\_\_  
Signature

Per: \_\_\_\_\_  
Name & position of second Signing Authority  
where required to bind the corporation

\_\_\_\_\_  
Signature