



Canadian Centre for Diversity and Inclusion Centre canadien pour la diversité et l'inclusion

Employer Partner Agreement.

THIS AGREEMENT (“**Agreement**”) is an agreement between Partner (identified in the chart below) and CANADIAN CENTRE FOR DIVERSITY AND INCLUSION, a charitable organization incorporated under the Canada Not-for-Profit Corporations Act (hereinafter referred to as “**CCDI**”), made as of the Effective Date as set out in the chart below.

This Agreement is comprised of these signature pages and the Terms and Conditions attached as Appendix “A” hereto. Each party will notify the other in writing if any of the address or contact information in the following chart (“**Chart**”) changes.

PARTNER	
Name of Partner:	Town of Goderich
Mailing Address:	57 West St, Goderich, ON, N7A 2K5, Canada
<u>Primary Contact</u>	
Name:	Janice Hallahan
Title:	Chief Administrative Officer
Phone:	5199553248
E-mail:	jhallahan@goderich.ca
<u>Billing Contact</u>	
Name:	As above
Title:	As above
Phone:	As above
E-mail:	As above

AGREEMENT DETAILS
Effective Date of Agreement (the “ Effective Date ”): As per the date on the Signature Page
Initial Term of Agreement (“ Initial Term ”): Three years

Western Canada | Bureau de l'Ouest (Calgary)

2605-500 4 Avenue SW | 2605-500, av 4ème SO
Calgary, AB T2P 2V6
1-403-879-1183

Eastern Canada | Bureau de l'Est (Toronto)

820-2 Carlton Street | 820-2, rue Carlton
Toronto, ON M5B 1J3
1-416-968-6520

Atlantic Canada | Bureau de l'Atlantique (Moncton)

137 Goldleaf Court | 137, court Goldleaf
Riverview, NB E1B 5V3
1-506-800-8530

www.ccdi.ca

Charitable Registration Number / Numéro d'enregistrement : 10684-4822-RR0001



PARTNER BENEFITS
<p>Partner receives the following Partner Benefits upon payment of annual dues:</p> <ul style="list-style-type: none"> » Public recognition on the CCDI website (Partner affiliates will not be recognized individually); » Use of the CCDI logo on your organization's website and other materials; » Unlimited access to our Knowledge Repository; » Unlimited access to our Community of Practice Events; » Unlimited access to our live and interactive webinars; » Four complimentary passes to our annual D&I: The UnConference and a 15 per cent discount on additional passes; » A 15 per cent discount on services provided by CCDI Consulting Inc such as strategy development, workshops and training, as well as on registration for the Canadian Certified Inclusion Professional™ certification program. Deal value must exceed \$15,000 CAD before tax.
ANNUAL FEE
<p>CA\$3,000 (taxes not applicable, due upon receipt of invoice)</p>

By signing below, each Party acknowledges that it has read and understood the terms of this Agreement as set out in the chart above and in Appendix "A" hereto and, for good and valuable consideration, agrees to be bound by these terms:

The arrangements and terms set out are as agreed, and by signing below, you confirm you have the authority to bind the organization.

Town of Goderich

By (name): Mayor, John C. Grace

By (name): Clerk, Andrea Fisher

Signature: _____

Signature: _____

Date: Monday, April 4, 2022

Date: Monday, April 4, 2022

Canadian Centre for Diversity and Inclusion

By (name): Pangus Kung



Signature: _____

CCDI Consulting Partner Relations Lead: Daniela Pascan

1. PARTNER BENEFITS.

Partner requests CCDI to provide, and CCDI agrees to provide to Partner, the employer partner benefits (“Partner Benefits”) as set out in the Chart above, as may be amended from time to time. Partner is responsible for the compliance by its Canadian affiliates of these terms and conditions. Partner acknowledges that CCDI shall only be required to use Partner’s main brand/trademark for recognition on CCDI’s website and not any other brand of Partner or any trademarks of Partner’s Canadian affiliates.

2. CCDI TRADE-MARKS.

So long as Partner complies with the terms of this Agreement, CCDI grants to Partner, and Partner accepts from CCDI, a non-exclusive, non-transferable, royalty free, license (“License”) to use, and display the Trade-marks of CCDI set out in Exhibit “1” (“CCDI Trade-marks”), subject to the conditions or restrictions contained in this Agreement. Partner shall not sub-license any rights in the CCDI Trade-marks without the prior written agreement of CCDI.

3. PARTNER TRADE-MARKS.

So long as CCDI complies with the terms of this Agreement, Partner grants to CCDI and CCDI accepts from Partner a License to use, and display the Trade-marks of Partner, subject to the conditions or restrictions contained in this Agreement. CCDI shall use commercially reasonable efforts to comply with any usage guidelines as provided by Partner from time to time. CCDI shall not sub-license any rights in the Partner Trade-marks without the prior written agreement of Partner.

4. PROTECTION OF TRADE-MARKS.

Each party may, at its sole discretion, take all actions reasonably necessary to secure and maintain registrations for its trade-marks in its name, at the sole expense of such party. Each party acknowledges that the trade-marks may not be registered in Canada, and that the other party is under no obligation pursuant to this Agreement to register or maintain any registered trade-marks or contest the third party use of any trade-mark.

5. CCDI TRADE-MARK STANDARDS.

The use of CCDI’s Trade-marks by Partner shall conform to the standards established by CCDI and any change or alteration to such standards as may be made by CCDI and communicated to Partner by CCDI or its authorized representatives or agents from time to time during the term of this Agreement.

6. PARTNER TRADE-MARK STANDARDS.

The use of Partner’s Trade-marks by CCDI shall conform to the standards established by Partner and any change or alteration to such standards as may be made by Partner and communicated to CCDI by Partner or its authorized representatives or agents from time to time during the term of this Agreement.

7. INSPECTION AND CONFORMANCE WITH STANDARDS.

Each party or its authorized representatives or agents shall have the right, during the term of this Agreement, to call, from time to time upon reasonable notice, for delivery to such party or its authorized representatives or agents of layouts or samples of any literature, advertising, signage or other material of any kind in which the other party’s trade-marks are or are intended to be shown or displayed.

8. TRADE-MARK NOTICES.

In any literature, advertising, signage or other material of any kind in which the other party’s trade-marks are shown or displayed, each party shall employ such notices in respect of the ownership and licensing of the trade-marks as may be specified from time to time by the other party or its authorized representatives or agents and in such manner as may be required.

9. OWNERSHIP OF MATERIALS.

Each party acknowledges that the other party’s content, templates, policies, procedures, papers, presentations, training materials, documents, trade-marks, logos, slogans, brands or similar materials are and at all times shall be the exclusive property of such party, or such party’s licensors (collectively “Materials”). All use of the Materials by the other party (“Using Party”) shall, if applicable, enure to the benefit of the party who owns such Materials. The Using Party shall refrain from doing or causing to be done, either directly or indirectly, any act which in any way may jeopardize or affect adversely the validity, the enforceability, the registrability or the distinctiveness of such Materials or the title to such Materials. Upon request by the owner of such Materials or its authorized representatives or agents, and without charge, the Using Party shall do all things and execute all documents which may be necessary or desirable to ensure the validity, the enforceability and the distinctiveness of the Materials and the title of the Materials. This Agreement does not constitute any representation or warranty by the owner of the Materials as to the validity or enforceability of its ownership, nor that the use or display of its Materials by the Using Party will not infringe any third party’s rights. This Section shall survive termination of this Agreement and shall remain in full force and effect at all times after such termination.

10. LINKING TO WEBSITES.

Each of the parties hereby grants to the other party a non-exclusive, non-transferrable, royalty free right to establish a Hyperlink to a landing page on the other party’s web site, as agreed between the parties, including all necessary copyrights, trade-marks, trade names and all other intellectual property necessary to display the Hyperlink. Either party may amend the Hyperlink from time to time but shall not change the landing page on the other party’s web site without the prior approval of the other party. Either party, without cause, may terminate any agreed upon linking arrangement: (i) by giving the other party thirty (30) days written notice; or (ii) upon the termination of this Agreement. “Hyperlink” means a URL hidden behind a formatting option that may take the form of a coloured item of text (such as a URL description), logo or image, “button” or graphic box, that a user can click on in order to get to another web page.

11. SUBSCRIPTION FEES.

In consideration for the Partner Benefits, Partner shall pay to CCDI the fees set out in the Chart, as may be amended from time to time.

12. TAXES.

Employer Partner fees are exclusive of all excise, harmonized sales, goods and services, sales, use, transfer, withholding and other taxes and duties imposed with respect to the Partner Benefits or their provision by any federal, provincial, municipal, state, local or other governmental authority.

APPENDIX A – TERMS AND CONDITIONS

13. INVOICES.

CCDI will invoice Partner for any and all fees for the Partner Benefits pursuant to this Agreement, which invoices shall be payable in accordance with the terms set out in the invoice.

14. INTEREST.

To the extent permitted by applicable law, overdue payments may be subject to interest charges, at CCDI's discretion, computed at a periodic rate specified by CCDI, if any, as specified in the applicable invoice. Partner shall pay or reimburse CCDI for all costs and expenses (including reasonable legal fees) incurred or paid by CCDI in collecting amounts due from Partner or in enforcing Partner's obligations hereunder.

15. LIABILITY.

CCDI SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OR OTHER LIABILITY SUFFERED OR INCURRED BY PARTNER BY REASON OF THE PARTNER BENEFITS PROVIDED BY CCDI UNDER THIS AGREEMENT, UNLESS SUCH LOSS OR DAMAGE WAS CAUSED BY THE WILFUL MISCONDUCT OF CCDI. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO CCDI FROM PARTNER, PURSUANT TO THIS AGREEMENT, IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE WHEN SUCH LIABILITY AROSE.

16. REPRESENTATIONS AND WARRANTIES.

CCDI and Partner hereby represent, warrant and covenant to each other that:

- a. It has the full right, power, and authority to enter into this Agreement;
- b. This Agreement has been duly authorized, executed and delivered by it and constitutes a valid, binding and legally enforceable agreement;
- c. The execution and delivery of this Agreement and the performance of its obligations herein are not in conflict with any contract, agreement or other instrument by which it is bound; and
- d. It has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement.

17. CONFIDENTIALITY.

a. General. Neither party shall use, or otherwise disclose to any third party, the other party's Confidential Information without the prior written consent of the disclosing party; provided, however, that CCDI may use, retain and disclose Partner Confidential Information as necessary in order to provide the Partner Benefits hereunder. For the purposes of this Agreement, "Confidential Information" means all information of a confidential nature provided by the disclosing party to the receiving party, which shall include, but not be limited to, information marked as confidential of either party, and shall include the terms of this Agreement and CCDI's consulting rates. CCDI agrees to treat any personal information obtained by it in the course of providing the Partner Benefits, if any, in compliance with all applicable federal or provincial privacy or protection of personal information laws and to use such personal information only for purposes of providing the Partner Benefits to Partner under this Agreement. Furthermore, CCDI acknowledges and agrees that it will:

(i) not otherwise copy, retain, use, modify, manipulate, disclose or make available any personal information, except as

required by applicable law and in the performance of the services to Partner; and

(ii) when the personal information is no longer required by CCDI to provide the Partner Benefits to Partner, CCDI will: (A) return; or (B) destroy such personal information and all copies and records thereof in its possession.

However, Confidential Information does not include any information that:

(iii) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;

(iv) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure thereof;

(v) is hereafter furnished to the receiving party by a third party without violating any restriction as to use or disclosure thereof;

(vi) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or

(vii) is required by law or court order to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with prompt written notice and an opportunity to contest the disclosure or seek an appropriate protective order.

18. TERM AND TERMINATION.

This Agreement shall commence on the Effective Date and shall remain in full force and effect for the Initial Term, unless renewed or terminated as follows:

a. At the conclusion of the Initial Term, this Agreement shall automatically renew for additional periods of three years each thereafter (a "**Renewal Term**") unless terminated by either party with written notice to that effect not less than thirty (30) days prior to the expiration of the existing term (whether the Initial Term or a Renewal Term); or

b. Upon any non-payment of sums due or material breach hereunder by any party (the "**Breaching Party**"), if the other party (the "**Non-Breaching Party**") gives written notice of such breach to the Breaching Party and the same is not cured within thirty (30) days after delivery of such notice, then, in addition to any other remedy available hereunder, the Non-Breaching Party may terminate this Agreement by delivery of a written notice of termination at any time thereafter before such breach has been cured.

19. DUTIES UPON TERMINATION.

Upon expiration or termination of this Agreement for any reason:

a. Each party shall immediately pay the other party all unpaid fees and expenses accrued hereunder through the effective date of termination;

b. Each party shall immediately cease all use of the other party's trade-marks and subsequently shall refrain from using, advertising or displaying the other party's trade-marks or any words, designs, trade-marks, or trade-names, or any part of which is similar to or confusing with the such trade-marks, whether as the whole or a part of its corporate name, trade-name, business style or otherwise; and

c. Partner shall no longer have any access to the knowledge repository materials.

Termination of this Agreement shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination. The terms of Sections 9, 15, 17, 19, 24, 25, and 28 shall survive the expiration or termination of this Agreement.

20. NOTICES.

Any notice to be given under this Agreement shall be in writing and shall be given by delivery or by mail to address indicated in

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the Chart above or to such other address of which either party may give notice as hereinbefore provided. Any notice by mail shall be deemed to be received five (5) days after mailing.

21. ASSIGNMENT.

Neither party may assign any of its rights or obligations hereunder without the consent in writing of the other party.

22. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby expressly waive the application, if applicable, of the United Nations Convention on the International Sale of Goods, and any local implementing legislation.

23. COMPLIANCE WITH LAWS.

CCDI shall comply with all applicable governmental laws, ordinances, codes, rules, regulations and orders in its performance of the Partner Benefits hereunder, and shall obtain all permits or licenses required in connection with the provision of any of the Partner Benefits.

24. SEVERABILITY, REMEDIES, WAIVER.

In the event that any one or more provisions contained herein (other than the provisions obligating Partner to pay CCDI under this Agreement) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Either party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

25. ENTIRE AGREEMENT.

This is the complete and exclusive statement of the contract between CCDI and Partner with respect to the subject matter contained herein. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by CCDI and Partner. In case of a conflict between the terms and conditions of this Agreement and the terms and conditions contained on any invoice or other documents, the terms and conditions of this Agreement shall prevail to the extent of such conflict. Except as otherwise expressly stated in this Agreement, there are no express or implied warranties or conditions in relation to any Partner Benefits, including implied warranties or conditions of merchantable quality, fitness for a particular purpose, or non-infringement, or that the Partner Benefits will meet Partner's needs.

26. SUCCESSORS AND ASSIGNS.

This Agreement shall enure to the benefit of the parties and their respective successors and assigns.

27. FURTHER ASSURANCES.

Each of the parties agrees to make and do such actions, and execute such further documents as may be properly required for the effective carrying out of this Agreement.

28. INDEPENDENT PARTIES.

This Agreement shall not be construed as creating a partnership, joint venture, principal-agency or employment relationship between the parties, or between either of them and any third party, or cause either of them to be responsible in any manner for the other's or any third party's debts or obligations. Neither of the parties hereto, nor any of their employees or agents, shall have any power, authority or right to obligate or bind the other party in any manner whatsoever.

29. LANGUAGE.

The parties acknowledge that they have required this Agreement and all documentation relating hereto be drawn in English only./ Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.



To preserve the impact of the CCDI Identity, it cannot be altered or distorted in any way. When working with designers, printers, sign manufacturers and other suppliers, use only the digital electronic art from files (for the Macintosh and PC formats) that are available from the CCDI by contacting mail@ccdi.ca.

If you have questions about the proper use of the logo, contact mail@ccdi.ca.

Note: The use of the word “member” in this document does not indicate that the “individual practitioner” or “employer partner” of CCDI is a voting member of the corporation.

1. General Guidelines

- The CCDI logo and any marks associated with CCDI are the property of CCDI and are protected by provincial and federal laws.
- Use of the CCDI logo is a benefit for Employer Partners and Individual Practitioners and is restricted to CCDI Employer Partners and Individual Practitioners in good standing.
- The Founding Partner logo (indicated above) is for the exclusive use of the CCDI's [Founding Employer Partners](#) and may only be used by those partners.
- The logo may be resized to fit a particular use, but the original proportions of the image may not be changed.
- The logo may not be used on merchandise or other promotional products, without express written permission of CCDI.
- The logo may not be used to state or imply that CCDI has endorsed an Individual or Employer or an organization's products and services.
- The logo may not be altered or modified, including change in color or font.
- The logo may not be taken apart or combined with other design elements.

2. Specific Guidelines

Logo Usage in Print

- The logo must be the approved version and must be displayed in accordance with all guidelines.
- The logo colour must be either Pantone or gray scale.
- The logo must indicate that it is being displayed by a member of CCDI. If the words “Employer Partner”, “Founding Partner” or “Individual Practitioner” is not included in the design you receive from CCDI, then the text "An Individual Practitioner of the Canadian Centre for Diversity and Inclusion" or "An Employer Partner of the Canadian Centre for Diversity and Inclusion" must accompany its use.
- The logo must stand alone. It may not be combined with other graphical elements.
- The logo must be displayed in a positive manner. It may not be used to depict CCDI or any of its members, services, products, or affiliates in a negative way.

Logo Usage on the Internet

- The logo must be the approved version and must be displayed in accordance with all guidelines.
- The logo colour must be either Pantone or gray scale.

- The logo must be placed in a prominent spot on the website. It may not be combined with other graphical elements.
- The logo must indicate that it is being displayed by a member of CCDI. If the words “Employer Partner”, “Founding Partner” or “Individual Practitioner” is not included in the design you receive from CCDI, then the text “An Individual Practitioner of the Canadian Centre for Diversity and Inclusion” or “An Employer Partner of the Canadian Centre for Diversity and Inclusion” must accompany its use.
- The logo may be accompanied by a link to the CCDI website along with the text “Click on the CCDI logo to visit the official website.” The only permissible link is to the main page of the CCDI website – www.ccdi.ca.
- The logo must be displayed in a positive manner. It may not be used to depict CCDI or any of its members, services, products, or affiliates in a negative way.

3. Termination of Use

The CCDI logo is a unique symbol that represents and identifies CCDI and its activities. It is essential that the logo be used properly to ensure its continued value to CCDI and its members. CCDI, therefore, reserves the right to immediately terminate the use of its logo to anyone at any time.

4. Changes to These Guidelines

CCDI reserves the right to change these guidelines solely at its own discretion.