**COLLABORATION AGREEMENT**

Memorandum of Understanding

Between:

**Open Food Web Foundation Ltd (“Open Food Foundation”)**

(hereinafter referred to as **"Collaborator A"** further referred to as "OFN ")

(Registered Charity in Australia – ABN 84160582696)

Duly represented by: Serenity Hill

and

Laurier Centre for Sustainable Food Systems

(hereinafter referred to as **"Collaborator B"**

Duly represented by: Dr. Alison Blay-Palmer

**THIS AGREEMENT** is made and is effective from this 30th day of October 2015, notwithstanding the signature date of this agreement.

**NOW WHEREAS** the parties have agreed upon the following:

Collaborators agree that the following provisions are incorporated into the Agreement to which it is attached and made a part thereof, said Agreement being signed and dated. Collaborators agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the Agreement in which this attachment is incorporated.

**PURPOSE**

The parties to this Memorandum of Understanding ("MOU") are OFN "A" and the Laurier Centre for Sustainable Food Systems (“B”).

The parties enter into this MOU in furtherance of their charitable and research purposes. The parties hereby form the partnership (the "Collaborative"). The Collaborative will:

* Establish a Canadian instance of the Open Food Network as outlined in Schedule 1; and
* Submit funding proposals for continuation of the Open Food Network Canada, either alone or joint where the parties decide to form a strategic alliance partnership.

**DURATION**

This MOU shall commence on the date first written above and shall terminate on 1 October 2016 unless earlier terminated as provided herein.

Any party may terminate its participation in the Collaborative and this MOU upon 90 days written notice delivered to the other party.

**OBJECTIVE**

The objective of this Collaborative Agreement is to:

1. Facilitate the deployment of the OFN platform in Canada.
2. Ensure that the OFN brand is used consistent with the brand identity as expressed in: openfoodnetwork.org
3. Facilitate the sharing of code and knowledge between the Laurier Centre for Sustainable Food Systems, the Open Food Network community and other interested parties.

**DUTIES & RESPONSIBILITIES**

During the term of this Agreement, in order to carry it out, each party shall have the following duties and responsibilities.

"**A**" **shall:**

* Maintain a global information site with a page for the OFN-Canada project.
* Provide brand assets for use in the OFN-Canada project
* Work with B to ensure quality control in developing and integrating code to master.
* Provide documentation and community infrastructure to enable sharing of knowledge with other Open Food Network development projects.
* Proactively seek out funding opportunities with potential benefit to the whole Open Food Network community.

"**B**" **shall:**

* Provide for the physical and virtual environment required for the deployment and customisation of OFN in Canada.
* Work toward building and providing the technical support of said environment.
* Contribute to building the skills required for customisation and localisation.
* Act as a technical and administrative liaison with OFN users in Canada.
* Ensure that the OFN brand is used consistent with the brand identity as expressed in: openfoodnetwork.org.
* Work with A to ensure quality control in developing and integrating code to master (where relevant).

**Both parties shall:**

* Openly share information and research pertaining to the deployment of OFN in Canada, and invite participation of interested parties in this process.
* Maintain collaboration participant confidentiality in accordance with this agreement, governing laws and regulations, where specifically requested and in accordance with the governing laws of the participant’s country;
* Where feasible, participate in evaluation activiites developed in the course of this Agreement; and
* Meet (face-to-face or on-line) at least quarterly to share information.

**COMMUNICATION**

Over the course of this Agreement, the parties will meet on at least a quarterly basis or as required. Other meetings between the parties will occur as required. The parties Coordinators shall ensure regular and on-going communication between the parties *via* phone, email notices, and other forms of communication e.g. via community.openfoodnetwork.org

**MEDIATION**

The parties agree to make a good faith effort to resolve any and all differences arising among them in the interpretation or performance of this MOU. If the parties fail to reach agreement on any matter, then prior to taking action, the parties shall attempt to employ, at cost of both parties, the services of an independent third person mutually acceptable to the parties to mediate the dispute within five (5) days of appointment.

If the parties are unable to agree on such a third person within fourteen (14) days of the request of either party for mediation, or if on completion of such mediation the parties are unable to settle the dispute, then any party may request arbitration or may take such other action as it deems appropriate.

**AUTHORITY**

Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been duly authorized and empowered to enter into this MOU. This MOU shall not become effective until signed by all parties.

**NON-DISCRIMINATION**

Each party represents that it is an equal opportunity employer and agrees not to discriminate in hiring and employment practices against any person on any ground prohibited by law or regulation for any position for which an employee or applicant for employment is qualified.

**INDEPENDENT CONTRACTOR**

Each party has or will secure all personnel required in performing its services under this MOU, and shall be responsible for all taxes and other payments, and all reporting requirements, for the personnel that it uses in the performance of its services.

**AMENDMENTS**

This MOU constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Amendments of this MOU must be in writing and signed by a duly authorized representative of each party.

**GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of Canada and Australia.

**SEVERABILITY**

If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this MOU.

**COMPLIANCE WITH LAWS**

In the performance of its services, each party agrees that it will comply with all laws, ordinances, rules, and regulations of any National government or administrative agency or local government, that affect performance of its services.

**ASSIGNMENT**

No party shall assign, subcontract, or transfer its interest in this MOU or the work there under without the prior written consent of the other parties.

**Authorised Signatory "A"**

Date:

**Authorised Signatory "B"**

Date:

**Schedule 1: Establish Canadian instance of Open Food Network**

|  |  |  |
| --- | --- | --- |
| **Milestone Payments** | |  |
|  |  |  |
| 20-Nov-15 | - Canadian OFN production server is live - Advance payment for maintenance and tech support (5 months), including training of tech team | $3,780 |
| 31-Mar-15 | - Coordinator trained and ready to support users - Feature list for Canadian requirements developed | $1,224 |
|  |  | **$5,004** |
|  |  | **AUD** |