

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into as of the date of signing.

BETWEEN

Mathematical Council of the Americas

a network for professional mathematical societies and research institutes based in the Americas, dedicated to promoting the development of mathematics (hereinafter referred to as “**MCofA**”).

AND

[CANADIAN MATHEMATICAL SOCIETY]

a registered charity to promote and advance the discovery, learning and application of mathematics (hereinafter referred to as “**CMS**”).

WHEREAS MCofA has accepted the bid from CMS to host MCA2017;

AND WHEREAS CMS now wishes to enter into an agreement to define the terms of the services to be performed by CMS on behalf of MCofA.

NOW THEREFORE IN CONSIDERATION of the mutual covenants, agreements and indemnities contained herein and for other good and valuable consideration, the parties hereto agree as follows:

SERVICES AND CONSIDERATION

1.01 Services to be Performed

(a) CMS agrees to perform the following projects as set out for the MCofA in order to assist MCofA to carry out MCA2017:

1. Arrange and oversee all venues in Montreal for MCA2017.
2. Arrange and oversee all logistics such as catering, audio visual equipment, furniture, etc., as required.
3. Manage all registrations for participants.
4. Set up and maintain social media and websites. Prepare and distribute all promotional material.
5. Ensure all relevant material is translated into French and Spanish.
6. Prepare and make available a meeting program in paper and electronic format.
7. CMS will be responsible for all financial transactions except for travel support organised by member organisations of the MCofA
8. Any financial loss will be the responsibility of the CMS and any surplus will accrue to the CMS.

- (b) MCofA agrees to:
 - 1. Select, approve and invite all sessions and speakers.
 - 2. Select and award all prize winners.
 - 3. Organize and execute programs for all events.
 - 4. Provide guidance to the CMS regarding requirements of venue, logistics, etc.
- (c) The CMS and MCofA agree that any significant financial costs not specified in the meeting budget (see schedule 1 attached) must be approved by both parties prior to the expense being incurred.

1.02 Operational Standards

CMS shall follow “best practice” standards as may be defined by MCofA in carrying out the services. MCofA shall provide CMS with details of such standards prior to the commencement of the services and shall promptly advise CMS in the event of changes to such standards. MCofA shall assist CMS, where possible, to implement a procedure to comply with these standards.

TERM AND TERMINATION

1.03 Term

This Agreement shall come into effect on the Effective Date, which shall be the 15 day of September, 2016. and end no later than January 30, 2018 or upon completion of all finance and administrative aspects.

1.04 Termination

- (a) This Agreement shall terminate upon the expiry of the Term.
- (b) Where CMS is in default in carrying out any of its obligations under this Agreement, in addition to any remedies otherwise available, MCofA may, upon giving written notice to CMS, terminate this Agreement for default, in whole or in part, either immediately or at the expiration of a cure period specified in the notice if CMS has not cured the default to the reasonable satisfaction of MCofA within the cure period.
- (c) Where the CMS becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument passed for the winding up of CMS, MCofA may, to the extent permitted by the law of Canada, upon giving notice to the CMS, immediately terminate for default the whole or any part of this Agreement.

1.05 Consequences of Termination

In the event of any termination of this Agreement, apart from expiry of the Term, CMS shall forthwith return to the MCofA within thirty (30) days of the said termination date all funds and property entrusted to it which have not been expended or utilized in accordance with the terms of

this Agreement, provide a full written statement of account of its dealings with the funds since the date of the last written report, and forthwith return all books and records in its possession relating to the services performed by CMS in accordance with Section 1.01(a).

CONFIDENTIALITY

1.06 Confidential Information

Except for disclosure requirements compulsory by law, each party covenants and agrees that it shall not disclose to anyone any confidential information with respect to the affairs of the other party except as may be necessary or desirable to further the charitable purposes and interests of the parties or disclosure requirements compulsory by law. This obligation shall survive the expiry or termination of this Agreement.

1.07 Return of Property

Upon expiry or termination of this Agreement, each party shall return to the other party any property, documentation, or confidential information which is the property of the party.

PERSONAL INFORMATION AND PRIVACY

1.08 Protection of Personal Information and Consents to Use of Personal Information

CMS recognizes that any information concerning the officers, directors, employees, customers, and other individuals about whom MCofA holds information may be subject to the requirements of *Personal Information Protection and Electronic Documents Act* (Canada) and other laws governing privacy. MCofA hereby consents to the collection, use and disclosure of the information about MCofA as may be required for the following purposes, in order to facilitate the purposes of this Agreement and facilitate and promote the ongoing business operations of MCofA:

- (a) as required by law;
- (b) as required to obtain contracts for MCA2017;
- (c) in connection with obtaining insurance as required by this Agreement;
- (d) for the internal operational purposes of MCofA and to facilitate communications with CMS;
- (e) for any purpose required or permitted under the *Personal Information Protection and Electronic Documents Act*; and
- (f) to CMS or to any other party with the consent of MCofA subject to and in accordance with the terms of the *Personal Information Protection and Electronic Documents Act*.

IN WITNESS WHEREOF the parties have executed this Agreement as attested to by its duly authorized signing officer.

Mathematical Council of the Americas

Per: _____
Name: Marcelo Viana _____
Position: Brazil _____
Date _____

Per: _____
Name: Jacques Hurtubise _____
Position: Canada, Organizer MCA2017 _____
Date _____

[Canadian Mathematical Society]

Per: _____
Name: Dr. Graham P Wright: _____
Position [Executive Secretary]: _____
Date _____

Per: _____
Name [David Oakden]: _____
Position [Treasurer]: _____
Date _____