This Agreement made effective February 1, 2012.

Between:

ADR Institute of Alberta

(herein "ADRIA")

- and –

ADR Institute of Canada Inc.

(herein "ADRIC")

Considering that:

1. ADRIA has developed and has been delivering training programs in dispute resolution for many years;
2. ADRIC is desirous of creating a national training program in dispute resolution;
3. ADRIC wishes to begin with two 40 hour courses, one in mediation and one in arbitration;
4. ADRIA is in a position to develop ADRIA's existing programs into a national program;

ADRIA and ADRIC agree as follows:

1. Definitions
   a. "ADRIA" means the ADR Institute of Alberta;
   b. "ADRIC" means the ADR Institute of Canada Inc.;
   c. "Approved Trainers" and "Approved Coaches" mean the persons approved to deliver Program Courses in accordance with ADRIC's Policy;
   d. "Arbitration Course" means the arbitration course developed by ADRIA for ADRIC in accordance with this agreement;
   e. "Course Content" means content for the Arbitration Course and Mediation Course as outlined in paragraph 3 of this Agreement;
   f. "Mediation Course" means the mediation course developed by ADRIA for ADRIC in accordance with this agreement;
   g. "Program" means the ***ADR Institute of Canada Inc. Gold Standard Dispute Resolution Training*** established and administered in accordance with the Policy;

h. "Policy" means ADRIC's Administration Policy for the Program as it may be developed and amended from time to time;

i. "Program Course" means any training course delivered as part of the Program;

j. "Region" means any regional affiliate of ADRIC.

2. ADRIA Agrees to deliver the following to be exclusively owned by ADRIC:

   a. a fully developed and perfected introductory 40 hour mediation course (the "Mediation Course"); and

   b. a fully developed and perfected introductory 40 hour arbitration course (the "Arbitration Course").

3. For each of the Mediation Course and the Arbitration Course, ADRIA agrees to provide the following (the "Course Content"):

   a. course materials including federal, provincial and territorial variations;

   b. teaching guides;

   c. power points;

   d. role plays;

   e. exercises;

   f. evaluations (exams etc);

   g. standard advertising brochure created in Publisher suitable for use electronically or in print form for use by any region wishing to deliver the Course;

   h. any other supporting material and instruments required for delivery of the Course; and

   i. trainer feedback forms.

4. ADRIA will provide the Course Content in an agreed-upon, branded and standardized format, to be used for every Program Course. The ADRIC logo and © will be displayed on all materials. ADRIA will receive appropriate acknowledgement in the materials for having developed them.

5. ADRIA must ensure that:

   a. each Course incorporates the most up-to-date training methods;

   b. ADRIA retains a reviewer from each region (which may include several provincial variations) to provide feedback to ADRIA to ensure all relevant regional variations are included in the Course Content and that law and process in all jurisdictions in Canada including provinces, territories and federal jurisdiction are reflected in the Course Content. It is anticipated that often this will be

accomplished through footnotes in the materials to reflect relevant regional differences;

c. At the relevant stage of development of the Course Content, each Region is given an opportunity to provide feedback on the draft Course content;

d. At the relevant stage of development of the Course Content, the ADRIC Board will give final approval to the Course Content.

6. In consideration of ADRIA providing the Course Content for the Mediation Course and the Arbitration Course as set out in this Agreement, ADRIC shall pay to ADRIA the following:

   a. For the Mediation Course, $12,000;

   b. For the Arbitration Course, $12,000;

   c. For the initial Train the Trainer Mediation Course, $5,000;

   d. For the initial Train the Trainer Arbitration Course, $5,000;

   e. For Administration and Project Management, $6,000.

   Schedule A to this Agreement sets out the graduated payment schedule for when these payments will be made.

7. The contemplated time lines for development and delivery of the Course Content are as follows:

COMPLETION of	ARBITRATION	MEDIATION
a. Course Development	December 2012	January 2013
b. Regional Reviews	January 2013	February 2013
c. ADRIC Final Approval	February 2013	March 2013
d. Implementation	March 2013	April 2013

8. Train the Trainer

   a. ADRIA agrees to provide an initial two or three day Train the Trainer Course for the initial training of Approved Trainers and Coaches for each of the two Courses in a manner agreeable to the parties and for the fees set out in paragraph 6.

   b. The fees paid to ADRIA for the Train the Trainer Courses are for the course only. Costs for Train the Trainer program instructors and any costs for travel, accommodation, etc. for anyone attending the Train the Trainer Course are not included in the fees set out in paragraph 6.

9. ADRIC agrees that the ADRIC Gold Standard Dispute Resolution Training Programs shall be delivered in accordance with an Administration Policy to be developed by ADRIC.

10. Dispute Resolution Process

If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation before pursuing any other proceedings. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by the Chair of the National ADR Section of the Canadian Bar Association. The mediation will be held at Toronto, Ontario. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration using the ADR Institute of Canada Arbitration Rules. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator to be appointed by agreement between the Parties or, if the Parties cannot agree within five days after the request to arbitrate, the arbitrator will be appointed by the Chair of the National ADR Section of the Canadian Bar Association. The arbitration shall be held in Toronto, Ontario. The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Ontario. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.

Signed this 20 day of December, 2012

ADR Institute of Canada Inc.

Per: _____
EXECUTIVE DIRECTOR

ADR Institute of Alberta

Per: _____

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