MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**MOU**") is made this 19th day of July 2017 by and between

ADR INSTITUTE OF ALBERTA ("ADRIA")

and

HIS HIGHNESS PRINCE AGA KHAN SHIA IMAMI ISMAILI NATIONAL CONCILIATION AND ARBITRATION BOARD FOR CANADA ("NCAB"),

the parties together being referred to herein as the "Parties".

PREAMBLE

1. WHEREAS ADRIA desires to be a strong and vibrant Appropriate Dispute Resolution ("ADR") membership organization, and a proud affiliate of the ADR Institute of Canada ("ADRIC"), is recognized for advancing excellence in the field of ADR, its practice and its professionals, and provides leadership and services to its members and the public by fostering understanding of, and excellence in, ADR (including negotiation, mediation, arbitration and restorative practices) and maintaining accreditation standards, accountability and designations for the ADR profession in Alberta.

2. WHEREAS NCAB and its Regional Conciliation and Arbitration Boards ("RCAB"), provide voluntary ADR to the community (where at least one party is from the Ismaili community) consistent with the internationally recognized standards of ADR training, professional practice, ethics and credentials, and consistent with the Islamic tradition of resolving disputes and differences through voluntary ADR processes in a cost-effective, confidential, and culturally sensitive environment.

3. WHEREAS ADRIA and NCAB desire to foster and strengthen their relationship and to enhance their joint and separate endeavours to improve the role that the Parties play in promoting and delivering ADR and in providing recognizing standards of ADR training, professional practice, ethics and credentials with a view to assist their respective members and the public, including the Ismaili community, to enhance unity, harmony and well-being.

4. WHEREAS ADRIA and NCAB affirm their shared desire to learn from each other and cooperate on mutual beneficial endeavours relating to ADR.

NOW THEREFORE the Parties enter into this MOU for mutual benefit and reciprocity to collaborate and learn from each other in areas including, but not limited to, the practice and process of ADR, training and accreditation, dispute prevention and bandaging the wounds of parties, and other fields of mutual interest, all with the common goal of enhancing and assisting to improve the quality of life of the lives of their constituency.

1. Identifying Projects and Programs

The Parties shall endeavour to identify suitable projects or programs on which they may work together in furtherance of their shared objectives as set forth in the recitals above. Where the Parties choose to engage in projects or programs together, they may enter into agreements that provide details concerning specific commitments to be made by each Party, as well as provisions related to project design, development, implementation, monitoring and reporting.

2. Roles

ADRIA will endeavour to be available as a partner for NCAB (and any RCAB as designated by NCAB) initiatives, including training and development. ADRIA will endeavour to:

(a) provide membership benefits and accreditation privileges, as set out in Appendix A, as may be amended from time to time;

(b) collaborate with NCAB to promote ADR for resolving conflict;

(c) collaborate with NCAB to ensure the highest quality training to its members, by sharing best practices in ADR;

(d) collaborate with NCAB to encourage its members to obtain professional designations;

(e) collaborate with NCAB to develop creative ways of enhancing and implementing ADR;

NCAB will endeavour to be available as a partner for ADRIA initiatives, including training and development. NCAB, and any designated RCAB, will endeavour to:

(a) collaborate with ADRIA to promote ADR for resolving conflict;

(b) collaborate with ADRIA to ensure the highest quality training to its members, by sharing best practices in ADR, including dispute prevention, bandaging the wounds and post-settlement assistance;

(c) collaborate with ADRIA to encourage its members to obtain professional designations;

(d) collaborate with ADRIA to develop creative ways of enhancing and implementing ADR;

(e) foster dialogue and assist ADRIA through participation and collaboration.

3. Steering Committee

A joint Steering Committee shall be established consisting of senior members of the Parties, with the aim of reviewing progress under this MOU. The Steering Committee shall also suggest areas of future action and opportunities for partnership between the Parties. The Steering Committee shall endeavour to meet at least once a year, and more frequently if required. The Steering Committee shall be comprised of up to three members appointed by NCAB, and up to three members appointed by ADRIA.

4. Representatives for the Purposes of this MOU.
The following persons are representatives of the Parties for the purposes of sending or receiving notices under this MOU:

For ADRIA:

ADR Institute for Alberta
Room CE 223A - Ralph King Athletic Centre
Concordia University of Edmonton Campus
7128 Ada Boulevard
Edmonton, AB T5B 4E4
Attention: Executive Director

For NCAB:

His Highness Prince Aga Khan Shia Imami Ismaili
National Conciliation and Arbitration Board for Canada
Ismaili Centre Toronto
49 Wynford Drive,
Toronto, ON M3C 1K1
Attention: Chairman

5. Settlement of Differences

Any differences between ADRIA and NCAB arising out of the interpretation or application of the present MOU shall be settled amicably by agreement.

6. Effective date, renewal, amendments and termination

This MOU shall come into effect immediately upon signature by the Parties and shall remain in full force and effect for a period of five years. This MOU may be renewed by mutual consent of the Parties and may be amended at any time by mutual consent of the Parties. Each Party may decide to terminate this MOU by notifying the other Party with written notice of not less than 30 days.

Signed in Edmonton, Alberta this 19th day of July 2017.

For ADRIA:

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Barrie Marshall, President, ADRIA

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Paul Conway, Executive Director, ADRIA

For NCAB:

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Karim Sunderji, Chairman, NCAB

APPENDIX A

MEMBERSHIP BENEFITS AND ACCREDITATION PRIVILEGES PROVIDED BY ADRIA

1. organizational ADRIA membership, at no cost, for NCAB and RCAB;

2. affiliate membership, at no cost, for all consenting members and active alumni of NCAB and RCAB;

3. "Member pricing" and access to all ADRIA training and events for members and active alumni of NCAB and RCAB, without the requirement of holding an individual ADRIA membership;

4. a further reduction of 10% in the course costs wherever a group of three or more members or active alumni of NCAB and RCAB register as a group for an ADRIA training program;

5. permission to use the ADRIA name, logo and web and print publications related to ADR services and publications in appropriate initiatives undertaken by NCAB or RCAB;

6. recognition as a strategic partner on the ADRIA website and other ADRIA events or publications as appropriate, after obtaining permission from NCAB;

7. exposure and greater public awareness through ADRIA communications and events, including newsletters, website, conferences, etc.;

8. collaboration to explore the opportunity for further organizational or administrative cost-reduction initiatives;

9. waiver of the $50 initial administrative fee for all new ADRIA individual members, full or associate, for interested members and active alumni of NCAB and RCAB;

10. a $50 per year reduction in the cost of a full ADRIA membership, which includes members in ADRIC;

11. a $100 reduction in the cost of an ADRIC professional designation application.