Alberta

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT MADE in duplicate this 17 day of April, 1996

BETWEEN: **ARBITRATION AND MEDIATION INSTITUTE OF CANADA INC.** (hereinafter referred to as "AMIC")

OF THE FIRST PART

AND **ALBERTA ARBITRATION AND MEDIATION SOCIETY** (hereinafter referred to as "the Region")

OF THE SECOND PART

WHEREAS AMIC and the Region desire to clarify their relationship and to provide a clear and consistent integration between AMIC and the Region.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and conditions herein contained, the parties consent and agree as follows:

GENERAL

1. AMIC has accepted as a regional association the Region as referred to above.

2. The by-laws of AMIC and this Memorandum of Understanding, both of which may be amended from time to time, set out terms, conditions and obligations which define the relationship between AMIC and the Region.

3. AMIC and the Region acknowledge and agree that this Memorandum of Understanding cannot and does not purport to replace or supersede the authority of AMIC, as set out in its Documents of Incorporation or bylaws.

4. The Region acknowledges that it has read, and agrees to abide by AMIC's Incorporation Documents (attached as Schedule"A") and its bylaws (attached as Schedule "B"), as established or amended from time to time, and is familiar with all matters pertaining to the establishment and operation of a region and the obligations with respect to membership including, without restricting the generality of the foregoing, the requirement to submit membership lists and to collect and remit fees to AMIC.

Alberta

5. OBJECTIVE

The prime objectives of the Region shall be to advance and promote the use of Alternative Dispute Resolution by the public and to provide education, training and support to its members to enable them to better serve the public through the provision of such services and to work in co-operation with AMIC and all Regions to achieve this and similar goals within its Region.

6. ADMINISTRATIVE STRUCTURE

The Region shall have the right to establish and organize its association into any form it decides, provided that structure of the incorporation of the Region is consistent with a not-for-profit society, and complies with and is not in conflict with the objectives, Incorporation Documents and by-laws of AMIC.

Alberta

7. MEMBERSHIP AND FEES

All members of AMIC who reside in a region shall be members of AMIC and that Region, except when that Region has given a waiver of the residency requirement, therefore permitting the member to become a member of a different Region. All fees required to be paid by such members to AMIC shall be billed and collected by the Region for and on behalf of AMIC. All fees collected by the Region on behalf of AMIC shall be paid to AMIC within 90 days of receipt by the Region and remitted on the prescribed form.

8. OPERATIONS

Subject to AMIC, the Region shall have the right within its territorial area to manage its affairs, conduct any matters of business with any person, government or organization and deal with its members in all matters of membership, education, maintenance of standards and discipline, as well as the preparation and submission for the designations C.Arb., C.Med. or any other designation awarded by AMIC. Further, the Region shall engage or may engage in any activity which will enable the Region to meet the goals and objectives stated above.

9. FORFEITURE OF RIGHTS

The Region acknowledges and agrees that should its membership, either individually or collectively, in AMIC be terminated in accordance with the by-laws of AMIC, the Region, either individually or collectively, will have therefore forfeited all and any rights to the use of any corporate business name, logo, designation or any other reference to AMIC, and the Region shall make every effort to avoid any such reference.

10. TERRITORIAL AREA

The territorial region of the Region shall be the Province of Alberta, Canada.

Alberta

IN WITNESS WHEREOF this agreement has been executed on behalf of the parties by the hands of their officers duly authorized in that behalf, on the day and year first above written.

	)	**THE ARBITRATION AND MEDIATION INSTITUTE OF CANADA INC.**
	)	
	)	
	)Per:	
Witness as to the signature of	)	Authorized Signing Officer
	)	
	)Per:	
Witness as to the signature of	)	Authorized Signing Officer
	)	
	)	**ALBERTA ARBITRATION AND MEDIATION SOCIETY**
	)	
	)Per:	
Witness as to the signature of	)	Authorized Signing Officer
	)	
	)	
	)Per:	
Witness as to the signature of	)	Authorizied Signing Officer