AGREEMENT OF COOPERATION

BETWEEN

ALBERTA ARBITRATION & MEDIATION SOCIETY (AAMS)

AND

ADR INSTITUTE OF ALBERTA (ADRIA)

The Alberta Arbitration and Mediation Society (AAMS) and ADR Institute of Alberta (ADRIA) hereby enter into an agreement of cooperation herein referred to as the "AAMS/ADRIA Charter" or "Charter", made as of the 1st day of September, 2013, to establish a relationship of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of this AAMS / ADRIA Charter include, but are not limited to:

- Promoting the benefits of mediation, arbitration and other forms of dispute resolution whenever and wherever possible, especially throughout the province of Alberta,
- Encouraging and enhancing interest in the education and research activities of the respective institutions,
- Deepening the understanding at each institution of the economic, cultural, ethical, regulatory and social issues relating to its counterpart,
- Entering into joint programs and initiatives, where appropriate, for the benefit of both institutions, while maintaining the integrity of each institution's mission, vision, mandate and regulatory restrictions,
- Furthering each institution's goals and objectives as they pertain to education and better understanding of ADR by Albertans
- Encouraging Albertans to avail themselves of ADR opportunities, and
- Helping Albertans obtain such ADR services regardless of their social or financial situations.

II.

To achieve these goals, AAMS and ADRIA may investigate opportunities in the following areas, insofar as the bylaws and mandates of each allow:

- promote institutional cooperation and information exchanges by inviting the Board or staff of the partner institution to participate in a variety of teaching and/or research activities and professional development;

- organize symposia, conferences, short courses, luncheons and meetings on ADR issues;
- carry out joint research and education programs;
- enter into joint fundraising initiatives as each institution's mandate permits;
- share information with each institution's stakeholders; and
- exchange information pertaining to developments in ADR, the legal, political and social environments in Alberta pertaining to ADR: and
- promote the value of national designations for ADR professionals in helping to provide quality services for Albertans.

III.

Each Board of the respective institutions agrees to designate a Board member or members as liaison personnel to oversee and facilitate the implementation of this Charter.

Each Board agrees to encourage its respective staff members to work cooperatively in providing assistance to both institutions as appropriate and identifying opportunities and events that would be beneficial to either or both institutions.

Liaison members from each board shall have the following responsibilities:

- to promote research and educational collaboration to increase the knowledge of Albertans about ADR and the provision of ADR services;
- to act as principal contacts between the institutions, and to plan and coordinate activities for which cooperation with the partner institution is desired;
- to share with each other financial statements, annual reports, strategic plans, board minutes, staff information and publications;
- if deemed desirable, to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

Each institution, their boards and staff shall treat as strictly confidential all information received or obtained as a result of entering into this Charter. Members of each institution may disclose information, which would otherwise be considered confidential only if and to the extent:

1) required by the law of any relevant jurisdiction,
2) the information is already public through no fault of either institution,
3) the other institution has given prior written approval to the disclosure after mutual consultation

V.

This Charter is a general agreement of cooperation and shall be identified as the parent document of any future program agreement, service agreement or joint initiative executed between the institutions.

Further agreements shall be consistent with this Charter and shall provide details concerning the specific commitments made by each institution in accordance with its bylaws. The scope of the activities under all future agreements shall be determined by the resources and funds available to each institution, with full recognition that AAMS is a federally regulated charity and that ADRIA is a non-profit member organization and that the two are governed differently. No specific financial commitment by either institution is to be implied from this Charter.

Previous and existing agreements between the institutions do not fall under the umbrella of this Charter and will be considered independently throughout their duration.

VI.

Except as may be stipulated in any specific agreement, each institution shall be responsible for expenses incurred by its Board members and employees under this Charter.

VII.

Upon approval by each institution, this Charter shall remain in effect indefinitely unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty or reprisal. If this agreement is terminated, neither AAMS nor ADRIA shall be liable to the other for any monetary or other losses which may result.

VIII.

This Charter does not preclude either institution from entering into other cooperative agreements with other organizations similar to the other institution. However, this Charter acknowledges a history common to both AAMS and ADRIA and commits to certain exclusive arrangements unique to these two institutions. Specifically:

- AAMS will exclusively use ADRIA staff and instructors for providing introductory ADR courses and other public education courses wherein AAMS holds intellectual property rights, and for providing any other such courses as may be developed by AAMS, either solely or in cooperation with ADRIA;

- AAMS acknowledges ADRIA as the sole Alberta affiliate of the ADR Institute of Canada (ADRIC) and as the sole institution empowered to award national professional designations.
- ADRIA acknowledges AAMS as the primary charitable institution in the field of ADR and will assist AAMS in fundraising or in the provision of relevant public service above other institutions of a similar nature;
- Each institution recognizes that their wellbeing is partially dependent upon the other, and that they will work together in any ways not specifically itemized in this Charter and consistent with their respective bylaws, to assist each other.
- Each institution recognizes that AAMS' focus is general public information and the possible assistance in providing service where needed in Alberta, with respect to ADR, and that ADRIA's focus is quality training, designations and member services for ADR practitioners in Alberta. While acting independently, the two institutions strive for the provision of quality ADR services throughout Alberta to those who need them.

IX.

AAMS shall not use the name "ADRIA" and ADRIA shall not use the name "AAMS" to identify itself, its bylaws, objectives or strategic plans, or use any logo or insignia of the other institution (other than permitted under ADRIC rules) or otherwise identify each other in terms of themselves in any form of publicity or disclosure without the prior written consent of the other institution, which may be withheld or granted by each in its sole and complete discretion at any time.

EXECUTED as of the ___day of _____, 2013:

Alberta Arbitration & Mediation Society

By: _____

ADR Institute of Alberta

By:_____