

December 7th, 2021

Dear Township of Southgate,

This Letter of Agreement (“Agreement”) is made between **Carton Council of Canada** (“CCC), and the **Township of Southgate** (“Recipient”) in connection with CCC’s **Community Education Award Program** (“Program”). For good and valuable consideration, receipt of which is hereby acknowledged, parties hereby agree as follows:

Specifically, our agreement is as follows:

1. Within 30 days after the Recipient’s return to the Carton Council of a copy of this letter signed and dated by the Recipient, CCC will pay to the Recipient the amount of \$2,000 (the "Program Funds"). The Program Funds will be paid by wire transfer of funds to an account designated in writing by the Recipient.
2. Recipient is encouraged to use the Grant for future recycling education efforts. The Recipient hereby agrees to release and hold CCC harmless from any third party claims arising out of the Recipient’s use of the Grant.
3. **No Lobbying.** Recipient agrees that no portion of the Grant will be used for any of the following: (a) to lobby or otherwise attempt to influence legislation; or (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive.
4. **Intellectual Property.** Recipient grants CCC a free and perpetual right to use Recipient’s name, logos, trademarks, service marks, artwork, designs, Submission in the Contest and/or other intellectual property (collectively, “Recipient’s Intellectual Property”), for purposes of promoting the Program and the Grant, in all media now known or hereafter invented, including, but not limited to, in all publicity materials (e.g., press materials, press releases, etc.), as well as in paid media online and in social media (collectively, “Media”).
5. **Warranties.** Each party warrants and represents that it has the full power, right and authority to enter into this Agreement and perform its obligations hereunder; and it agrees to comply with all Canadian laws applicable when performing any services and/or fulfilling its obligations under the Agreement.

This Agreement is entered into with the understanding that CCC has no obligation to provide any other or additional support to Recipient. This Agreement, together with the Community Education Award Program Terms And Conditions, constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, correspondence, discussions, negotiations and understandings of the parties regarding such subject matter are hereby superseded by this Agreement. No amendment, waiver, or modification of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the province of Ontario without regard to conflicts of law principles. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their permitted successors and permitted assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. Neither party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other party; and any attempted assignment without such consent will be null and void and of no force or effect *ab initio*. This Agreement may be executed by facsimile or electronic signature and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

Please confirm the Recipient's agreement with the terms of this letter by arranging to have a copy of this letter signed and dated by the Recipient and returned to the Carton Council emailed to ifaucher@recyclecartons.ca.

[Signatures on the following page]

Very truly yours,

CARTON COUNCIL OF CANADA

By

Name: Isabelle Faucher

Signature:



Title: Managing Director

Date: December 7th 2021

ACCEPTED AND AGREED:

[RECIPIENT]

By

Name: _____

Signature: _____

Title: _____

Date: _____