

AGREEMENT
BETWEEN:

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Frost Campus
200 Albert St. S., P.O. Box 8000
Lindsay, Ontario
Canada K9V 5E6

Hereinafter referred to as "FLEMING COLLEGE"

and

PIDWA WILDERNESS RESERVE

Harmony 14
Gravelotte, Limpopo Province
South Africa M5S 2C6
Hereinafter referred to as "RESERVE"

For the delivery of the Ecosystem Management Technician fourth semester
at

Pidwa Wilderness Reserve
January 2018 to April 2023

PURPOSE:

The purpose of this Agreement is to set out the general terms and conditions related to the provision of a site and the services of the Askari Wilderness Conservation programme by the Pidwa Wilderness Reserve to Fleming College. The use of the Reserve is to provide up to ten (10) Ecosystem Management Technician (EMT) students of Fleming College with a semester abroad experience equivalent to semester four of the program at the College.

Both parties acknowledge that either of them may, from time to time, require amendments and modifications to this Agreement and, in emergency situations, suspension thereof. Consequently, each party agrees, upon the request of the other, to meet at reasonable times and places, and negotiate in good faith such amendments or modifications of this agreement as either party may propose.

In the event that either party requires any such amendment or modification on an emergency basis during the teaching year, that party shall so notify the other party in writing at least thirty (30) days in advance of the effective date, if possible, of such change and representatives of each of the parties hereto shall meet by teleconference in order to implement such changes in a way which minimizes the inconvenience to both parties.

This Agreement witnesses that, after good consideration, and full understanding of the mutual covenants and conditions contained within, the parties agree as follows:



1.0 OVERVIEW

- 1.1 This Agreement is based on Fleming College's Ecosystem Management Technician program fourth semester delivered on-site at the Pidwa Wilderness Reserve, as described in Appendix A (attached). The course work shall be based upon and shall reflect the standards and objectives set out by the Ministry of Training, Colleges and Universities College Standards and Accreditation Council.

This is the entire Agreement between the Pidwa Wilderness Reserve and Fleming College with respect to the matters provided and supersedes any prior agreements with respect to such services whether written or oral.

- 1.2 Students of the EMT program will be registered as full time students at Fleming College.
- 1.3 Fleming College staff and students will participate in Pidwa Wilderness Reserve orientation and security training and program start-up events which will take place prior to the commencement of each semester abroad at the Reserve, provided by Pidwa Wilderness Reserve staff and Fleming College staff.
- 1.4 Fleming College and Pidwa Wilderness Reserve will consult with each other prior to launching any marketing and/or fund raising initiatives (e.g. materials, joint events, media releases) for this program. These shall include, but not be limited to, use of the logos and/or name of the respective organizations. Content and form shall be approved by both parties prior to publication or release.
- 1.5 The parties may only use a Licensed Mark of the other party in accordance with the following conditions and upon written approval from the other party:
- (a) all proposed uses, advertisements and displays of the Licensed Mark must be approved in writing by the other party in advance; the parties shall, at their own expense, provide the other party with mock-ups, prototypes or other samples that depict how they intend to use, advertise or display the Licensed Mark;
 - (b) the size and placement of the Licensed Mark shall be satisfactory to the other party and shall not imply that the other is a partner, subsidiary, affiliate or agent of the other party, or is in any other relationship with the party other than the arrangement contemplated in this Agreement;
 - (c) to the extent that either party is provided with trade-mark use style guides, that party shall use the Licensed Mark in compliance therewith;
 - (d) the Licensed Mark of either party shall not be combined with any one or more trade-marks or trade names of the other or any other third party so as to form a unitary mark and shall not be incorporated into any one or more trade-marks or trade names of either party;
 - (e) Either party's use of the Licensed Mark shall not imply that either party endorses the other;
 - (f) The parties shall comply with trade-mark requirements in force from time to time in Canada and shall at a minimum include markings that provide public notice of the fact that the use of the Licensed Mark is a licensed use and of the identity of the other party as the owner; and
 - (g) the Licensed Mark shall only be used with respect to the arrangement contemplated in this Agreement and shall not be used in a context that reflects unfavourably upon either party, any products or services provided



by either party or in a manner that diminishes or damages the goodwill in and to the Licensed Mark of either party.

2.0 PIDWA WILDERNESS RESERVE AGREES:

2.1 That it will provide Fleming College with access to the Pidwa Wilderness Reserve for the delivery of semester four outcomes in the EMT program for up to 10 students. The outcomes are to be delivered daily for twelve (12) weeks (84 days maximum) between January and April of each year of the Agreement.

2.2 To provide in addition to student space, appropriate overnight living accommodations for participants and meals (costs to be covered by the students). To provide Pidwa Reserve and/or Askari Wilderness Conservation programme staff to administer the Wilderness program.

To provide accommodation and meals, at no charge, to one or two College personnel for a period of one week to ten days in years two to five of the agreement, for the purposes of quality assurance and general monitoring of student progress.

2.3 To allow Fleming College EMT students to have access to other resources including but not limited to related equipment and resources; staff expertise; previous data collected either by Fleming College or other volunteer groups; internet and/or other wireless services for the purposes of completion of course-related work; transportation as needed either to or from the Reserve for medical or other reasons; and any other resources deemed essential for the completion of required course work on site.

2.4 Pidwa Wilderness Reserve shall maintain general liability insurance in the amount of \$5,000,000, naming Fleming College as an additional insured, to protect it from any claim for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrongdoing of the Pidwa Wilderness Reserve, its servants, agents or employees related to or arising out of this Agreement. A certificate of insurance will be provided upon request. The liability policy shall:

- a) include as an additional insured Fleming College and its representatives and employees;
- b) include bodily injury, property damage, and personal liability coverage;
- c) contain severability of interests and cross liability clauses
- d) provide that it will not be cancelled or materially altered without at least 60 days prior written notice to Fleming College

3.0 FLEMING COLLEGE AGREES:

3.1. To be responsible for all domestic costs and program administration including, enrolling students, final evaluation and grades, and all other Program Administration. The College will incur the travel expenses related to one staff person visiting the Reserve during the semester abroad for a period of one week to ten days for quality assurance and general monitoring of student progress. Administrative oversight of the EMT fourth semester program is the responsibility of the Dean of the School of Environment and Natural Resource Sciences (SENRS) at Fleming College or designate.

3.2 To identify a faculty Liaison at SENRS as the point of contact for the Reserve. The Liaison will communicate with a designated staff person at the Reserve on a weekly basis.



- 3.3 For each year of the Agreement, the Reserve will advise Fleming College of the student fee by January 31st of the prior year.
- 3.4 Fleming College shall cause its employees, students, agents and representatives to take all such steps so as to ensure that the Pidwa Wilderness Reserves property and equipment (and that in its possession), and personnel are not exposed to any risk of harm.

Fleming College hereby agrees to indemnify and hold the Pidwa Wilderness Reserve harmless from and against all claims, demands, judgements, interest and costs incurred by the Reserve as a result of or in respect of any action, conduct, negligence, or by Fleming College or any of Fleming College's officers, employees, faculty, students, agents, licensees or designees in any way arising in relation to or pursuant to the provision of the Reserve's facilities under this Agreement.

Fleming College shall maintain general liability insurance in the amount of \$5,000,000, naming the Reserve as an additional insured, to protect it from any claim for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrongdoing of Fleming College, its servants, agents or employees and students related to or arising out of this Agreement. A certificate of insurance will be provided upon request.

- 3.5 That Fleming College shall ensure that its semester abroad students and employees are covered by the Workplace Safety and Insurance Board or accident insurance as follows:
- a) For employees: Workplace Safety and Insurance Board as per the arrangements between Workplace Safety and Insurance Board and the provincial and federal governments;
 - b) For Students: Accident insurance coverage as per the arrangements between private carriers and the Ministry of Training, Colleges and Universities.

4.0 GENERAL

- 4.1 The Pidwa Wilderness Reserve shall not be held responsible or liable for; the loss of, damage to or destruction of any property belonging to Fleming College staff, professors or students while anywhere on Reserve property, nor the supervision or safety of Fleming College staff.
- 4.2 The term of this Agreement is from January 1, 2018 until April 30, 2023.
- 4.3 This Agreement can be terminated by either party for any reason with at least six (6) months' written notice provided that such termination date must be announced by either party by April 1st of the year prior to the semester abroad. In the event that either party breaches this Agreement, the other party may terminate the Agreement for cause, upon giving thirty (30) days advance notice written to the other with due consideration given to the academic year so as not to cause undue hardship for students in the EMT program.
- 4.4 The Agreement can be terminated by either party under force majeure, for reasons beyond the control of either party. In addition, both Fleming College and the Pidwa Wilderness Reserve acknowledge that in the event of circumstances beyond the control of Fleming College or the Reserve, such as a community disaster, a strike, a fire or other situation in which the continued provision of services would be hindered, that both



parties reserve the right to suspend performing their obligations under this Agreement immediately and until such time as both parties reasonably determine that the situation is again suitable to continue.

- 4.5 Upon termination of the Agreement, the parties' obligations under this Agreement shall terminate except for Fleming College's obligation to pay any fees in accordance with the terms of this Agreement, to the date of termination.
- 4.6 This Agreement is exclusive in nature and may not be assigned to another college, firm or organization by either party without the express written authorization of the other party, which authorization may be withheld arbitrarily. This Agreement shall be binding upon each party, its successors and permitted assigns.
- 4.7 This Agreement shall be construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers in that behalf.

DATED at Lindsay, ON this 29th day of March 2017.

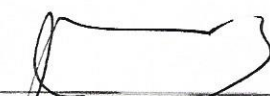
THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY
Per:

Signature 

Name: Dr. Linda Skilton
Title: Dean/Principal

DATED at PIDWA this 1st day of APRIL 2017.

PIDWA WILDERNESS RESERVE
Per:

Signature 

Name: John McCormack
Title: Owner



Appendix A - Ecosystem Management Semester 4 courses

Career Advancement Techniques (NATR 11)

Units/ Hours: 45

This course focuses on public speaking, and the production and use of visual materials. Videotaping will be used to evaluate presentation delivery and stage presence. Students will also develop skills in the chairing and minute taking of a meeting, as well as conducting and participating in an effective interview experience, and the development of a career portfolio.

Geomatics (GEOM 16)

Units/ Hours: 45

The course examines elementary principles of data acquisition, data management, and spatial analysis, using the raster data model. Laboratory exercises will allow students to become familiar with the operation of GIS software commonly used in the field. The students will be exposed to various hands-on projects/applications involving the use of GIS software.

Ecosystem Monitoring and Assessment (ECOS 7)

Units/ Hours: 45

This course provides students with technical skills and knowledge related to monitoring and assessing ecosystem health and change in terrestrial and aquatic ecosystems. An emphasis will be placed on scientific methodology, report-writing skills, and experimental design principles. Students will also become familiar with the federal and provincial Environmental Assessment acts.

Field Placement (FLPL 108)

Units/ Hours: 80

This 80 - hour (2 week) course will take place during weeks 14 and 15 (April) of Semester 4. The student will be engaged in a Field Placement for an organization whose primary focus and core business is of an environmental nature.

Human Relations (ORGB 10)

Units/ Hours: 45

This course examines self-awareness, interpersonal relations, motivation, small group dynamics, leadership, conflict management, team success tools/strategies, and organizational behaviour. Contemporary developments reshaping human relations will be introduced for study and discussion. These skills will help students achieve successful team membership in their chosen careers.

Human and Wildlife Ecology (FIWI 23)

Units/ Hours: 45

Humans are now the most significant selective force on Earth which has resulted in our current geological period being named the Anthropocene. This course examines the life history, behaviour and habits of plant and animal species in the context of human activities. Management techniques will include methodology, materials, equipment, and strategies used for resolving issues with plants and animals. It will also explore laws and hazards of repelling or removing such species and the risks to humans, plants, and animals. Most importantly, all methods and strategies will be examined in the context of the ecology of humans and wildlife.

Tree Sciences and Practices (FSTY 60)

Units/ Hours: 45



This course introduces the students to tree anatomy, tree physiology, urban soil conditions, tree installation and the impact of construction on tree health. Field trips deal with tree selection, tree pruning, tree reaction to wounding and an introduction to hazard tree assessment.

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