

CONTRIBUTION AGREEMENT - FUNDING 17-20701

This Agreement is made on November 21st, 2016 (the “**Effective Date**”) between Mountain Equipment Co-operative (“**MEC**”) and Varsity Outdoor Club of the AMS (VOC) (“**you**”).

BACKGROUND

You submitted a grant application to MEC (the “**Application**”) on March 10th, 2017 entitled *Julian Harrison Hut Improvements 2017* regarding the project outlined in the application (the “**Project**”).

AGREEMENT

1. **Grant.** MEC will provide the following grant for the Project (the “**Grant**”):
 - a) a monetary contribution of up to CDN\$ 6,750.00 of funding.

You must only use the Grant for the purpose of completing the Project as outlined in the Application unless MEC agrees otherwise in writing.
2. **Payment.** The monetary contribution will be paid to you after MEC has received a fully executed copy of this Agreement from you.
3. **Acknowledgement of MEC.** You must acknowledge MEC as a funding provider of the Project. For physical projects (e.g. trail-building), you must acknowledge MEC’s contribution by placing permanent and visible signage on location. You must maintain that signage in good repair (even after this agreement expires or terminates) unless MEC requests that you remove the signage, in which case you will do so promptly. For publications and other printed materials, you must acknowledge MEC’s contribution in the publications. However, the Grant and this Agreement do not signify a general endorsement or approval of your goals or activities by MEC, and you must not state or represent to your members or the public that MEC has provided any such endorsement or approval.
4. **MEC Logo.** Subject to the next sentence, MEC grants you a limited, non-exclusive licence to reproduce and publicly display the MEC logo shown in Schedule A (the “**MEC Mark**”) on posters, signs, banners, clothing, printed publications, your website, and other materials promoting the Project (the “**Promotional Materials**”) to indicate that MEC contributed to the Project. Before displaying the MEC Mark on any Promotional Materials, you must give MEC samples of all proposed Promotional Materials and you must obtain MEC’s prior written approval of each proposed display. You must not

materially change any of the Promotional Materials or the characteristics of the MEC Mark on the Promotional Materials without MEC's prior written approval. You must also comply with the rules in Schedule A.

5. **Your Images.** You will submit a minimum of two Project-related images to MEC. One image must be submitted when you return the signed copy of this agreement to MEC, and one image must be submitted when you submit your final Project report to MEC. You hereby give MEC a non-exclusive licence to modify, reproduce, publically distribute and otherwise use all images and videos you provide to MEC (collectively, the "**Images**") in any media (including websites, social media sites, print materials, signage and other materials) and in any way for the following durations: (a) forever, to communicate the story of your Project, and (b) for one year, for any purpose whatsoever, including on or in connection with MEC's products and services.
6. **Report.** You must complete the Project within the Term (defined in section 12 below), and provide a final written report to MEC upon completion of the Project, explaining the accomplishments of the Project and detailing how MEC's contribution to the Project was used. If you fail to comply with this obligation, you must promptly return the full Grant (or, at MEC's option, a portion of the Grant as determined by MEC in its sole discretion) to MEC upon request. You hereby give MEC a non-exclusive licence to reproduce, publically distribute and use all reports you provide to MEC in connection with the Project (the "**Reports**").
7. **Representations.** You represent and warrant that: (a) you exclusively own all rights in the Images and Reports, (b) you have the right to grant the licences in sections 5 and 6 (the "**Licences**"), (c) all individuals in the Images and Reports have given you their written permission to allow MEC to modify, reproduce, distribute and otherwise use the Images and Reports as permitted by the Licences, and (d) MEC's modification, reproduction, distribution and use of the images and Reports as permitted by the Licences will not violate any third party's intellectual property or other rights.
8. **Indemnity.** You will indemnify and save harmless MEC and its directors, officers, members, employees and representatives from and against all damages, liabilities, costs and expenses (including actual legal fees and costs charged to MEC by its lawyers) that may be incurred by MEC or claimed by any third parties against MEC in connection with: (a) your breach of this Agreement, (b) your misrepresentation to MEC, including if any representation in section 7 is or becomes untrue, and (c) any products, services or business of yours, or any negligent or wrongful conduct of yours.
9. **Costs.** You are solely responsible for all costs and expenses of carrying out the Project. MEC will not have any responsibility or liability for those costs or expenses, other than MEC's obligation to provide the Grant for you to use towards those costs and expenses.
10. **Records.** You must keep proper accounts and records of the Project as required by law, including of all costs and expenses associated with the Project, all expenditures or commitments you make in connection with the Project, and all invoices, receipts and vouchers relating to the Project. You will provide copies of these to MEC upon request.

11. **Laws.** You must comply with all applicable laws in connection with the Project.
12. **Term and Termination.** This agreement will start on the Effective Date and continue for a term of one year unless extended by both parties in writing (the “**Term**”). MEC may terminate this agreement without prior notice if you breach this agreement or if MEC determines in its sole discretion that continuing its relationship with you would be detrimental to MEC.
13. **Effect of Termination.** Upon expiration or termination of this Agreement:
 - (a) you may retain an amount of the Grant (if any) that, in MEC’s sole discretion, is equal to your actual allowable expenditures in regards to the Project; however, if you received more than that, you must immediately refund the excess to MEC;
 - (b) MEC will have no obligation to pay any unpaid portions of the Grant;
 - (c) you will cease copying and displaying the MEC Mark and will permanently delete the MEC Mark from all materials in your possession or control, other than the signage required under section 3; and
 - (d) sections 3, 5-11 and 17-19 will survive termination of this Agreement.
14. **Notices.** All notices and communication in connection with this Agreement must be delivered to the parties as follows (or at replacement addresses delivered by the parties to the following addresses):

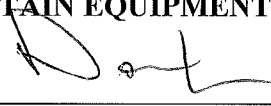
to MEC at: Community Investment Coordinator
 Mountain Equipment Co-operative
 1077 Great Northern Way
 Vancouver, BC, V5T 1E1

to you at: Varsity Outdoor Club of the AMS (VOC)
 c/o Mr George Hill, Huts Coordinator
 6133 University Blvd
 Room 3500
 Vancouver, BC
 V6T 1Z1
15. **Assignment and Sublicensing.** You will not assign, license or otherwise give any third party any type of interest in this Agreement or the MEC Mark.
16. **Further Assurances.** The parties will execute and deliver to each other any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in this Agreement.
17. **Law/Dispute Resolution.** This Agreement is governed by the laws prevailing in British Columbia, and the parties attorn to the exclusive jurisdiction of the Courts of British Columbia, including the Federal Court of Canada sitting in Vancouver, British Columbia.

18. **Disclaimer.** MEC makes no representation or warranty to you regarding the MEC Mark, the Products or their use by you. You release and waive all claims against MEC regarding the MEC Mark and Products and their use.
19. **Miscellaneous.** The parties are independent contractors and are not agents or legal partners of each other, and cannot incur any liability for each other. This Agreement supersedes all prior agreements and understandings between the parties regarding the Licence or the MEC Mark. This document contains the entire understanding between the parties, and may not be varied except by a written instrument signed by both parties.

The Parties executed this Agreement as of the Effective Date.

MOUNTAIN EQUIPMENT CO-OPERATIVE

by:  5/25/17
David Labistour, Chief Executive Officer

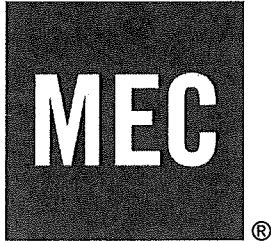
Varsity Outdoor Club of the AMS (VOC)

by: _____
Signature of Authorized Signatory

its: _____
Title of Authorized Signatory

**SCHEDULE A
MEC MARK**

The MEC Mark is as follows:



You also agree with the following:

1. **Restrictions.** You must not use, display or copy the MEC Mark except as explicitly permitted by this agreement. In particular you must not use, display or copy the MEC Mark in a way which indicates that any product or service of yours or of any third party is a product or service of MEC.
2. **Notices.** Whenever you display the MEC Mark, you must place an "®" symbol after it and the following notice nearby: "®" is a trade-mark of Mountain Equipment Co-operative. If space permits, include the text "© <insert current year>, Mountain Equipment Co-operative" (for example, "© 2014 Mountain Equipment Co-operative").
3. **Standards.** You must comply with MEC's standards regarding the display of the MEC Mark. MEC may communicate those standards to you from time to time.
4. **Inspection.** When requested by MEC, you will promptly permit and assist MEC to inspect how you are displaying the MEC Mark.
5. **Ownership.** You acknowledge the validity of the MEC Mark and MEC's ownership of the MEC Mark and all goodwill associated with the MEC Mark.
6. **Good Faith Covenants.** You will not directly or indirectly: (a) do anything or omit to do anything that might damage or disparage the MEC Mark or the goodwill associated with the MEC Mark; (b) challenge the validity of the MEC Mark or MEC's interest in the MEC Mark; (c) register, record or acquire any rights in any trade-mark, trade name, business name, corporate name, copyright, domain name or design that in whole or in part reproduces or resembles the MEC Mark, or is confusing with the MEC Mark, or is derived from or based on the MEC Mark; or (d) assist, permit, or encourage any other person or entity to do any of the above.

