

[TEMPLATE] Lab Project Charter and Collaboration Agreement 2020

Introduction to this Template

This Template is provided as a reference, inspiration and resource for other Social Innovation Labs centered on bringing stakeholders throughout a relevant industry together to design for systemic problem solving.

How to use this Template

Replace any text that is **bolded in red** with your project's information. We have provided descriptions and/or examples where applicable to help identify the proper values. If a Google Doc format is preferred, please request this by emailing connect@labforcircularity.com.

Conditions of Use

This template has been created as an outcome of an innovative collaboration founded by SPEC and Leverage Lab; the [Textile Lab for Circularity](#) or "TLC". The TLC is piloting a new method of long-term social innovation lab methodology, grounded in The Leverage Lab iterative 2-year Lab Process. The TLC is a charter-bound collaboration between a Fiduciary Partner and a Collaborative Innovation Partner.

The TLC and Partners in the TLC deeply value the open source movement for enabling faster innovation. As the TLC evolves its internal agreements, they will be made open-source. Use of this document requires that you comply with the Creative Commons Attribution 4.0 International License linked below.



Social Innovation Lab Charter Agreement by [Textile Lab for Circularity](#) is licensed under [Creative Commons Attribution 4.0 International License](#).

Project Charter and Collaboration Agreement
For
Lab Project Name (“Acronym” or the “Project”)

Whereas:

[Brief 1-2 sentence description of project] e.g. *TLC is a community Project that seeks to establish a formal structure within which to pursue a 10-year vision to divert all textile waste from landfill in the Lower Mainland.*

[Project origins and context for collaboration, e.g. seed funding] e.g. *TLC has applied to, and been approved by, the Vancouver Foundation for a grant of \$100,000 per year for a period of two (2) years to provide initial funding for TLC, with additional grants and other funding expected from the same and other sources throughout the lifetime of the Project.*

The initial grant and any additional grants may only be dispersed to the TLC through a charitable entity with an aligned mission, and the Project seeks to partner with a charitable entity, such that they act as a Fiduciary Partner to provide services necessary to support legal and financial operations of the Project.

As contemplated in the initial grant application, the Project also demands market-leading expertise in collaborative innovation methodology for its ongoing success, and the Project seeks to partner with an expert such that they act as a Collaborative Innovation Partner to support the complex system change of the Project.

This **Project Charter and Collaboration Agreement (“Project Charter” or “Agreement”)** sets out governance and operational structures of the **Lab Project Name (“Acronym” or the “Project”)**, creates the roles of the partners in the Project, sets out the partners’ specific responsibilities and remuneration for the duration of the Project, and is entered into as of **Month Day, Year** by and among:

The **[Fiduciary partner name (“Shortform”)]**, a **[type of organization]** with an address at **[address]**, who hereby agrees to act as the **Fiduciary Partner** and to take on the rights and obligations therein as long as it is a party to this agreement.

and

[Collaborative Innovation Partner Name (“Shortform”)], a **[type of organization]** with an address at **[address]**, who hereby agrees to act as **Collaborative Innovation Partner** and to take on the rights and obligations therein as long as it is a party to this agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

1) – MANDATE

a) Project Mandate

a) Vision of the Project

The **Lab Project Name** long-term vision is to **[Project vision or purpose]**. This Project vision is on a **[timeline e.g. 2 years]** timeline. In support of that mission, this document outlines the initial structure and charter for the Project.

b) Objectives Of The Project

The goals of the **Lab Project Name** in its first **[timeline e.g. 2 years]** of growth are to:

a. **[List objectives of the Project]**

c) Commitment to Social and Environmental Responsibility

As a social lab, we have a commitment to social and environmental sustainability not only through the work we do but also in how we operate and function as a delivery team. We believe in practicing what we preach. We consider all stakeholders in our decision making as a necessary means to cultivating a systemic-solutions perspective.

2) – DEFINITIONS AND INTERPRETATIONS

a) Definitions

- a) **“Project Charter”, “Agreement”** — this document; which sets out governance and operational structures of the Project, creates the roles of the Partners in the Project, and sets out their specific responsibilities and remuneration for the duration of the Project.
- b) **“Charter Date”** — the date upon which the Charter is ratified and in force.
- c) **“Collaborative Innovation Partner”** — the Partner to the Project who is responsible for providing intellectual property, knowledge, experience and education pertaining to the Project activities, among other responsibilities as defined in this Agreement, and who is qualified to hold the role of Collaborative Innovation Partner as defined by the qualifications in this Agreement.
- d) **“Electronic Means”** — any system or combination of systems, including but not limited to mail, telephonic, electronic, radio, computer, or web-based technology or communication facility, that:
 - a. in relation to a meeting or proceeding, permits all participants to communicate with each other or otherwise participate in the proceeding contemporaneously, in a manner comparable, but not necessarily identical, to a meeting where all were present in the same location, and
 - b. in relation to a vote, permits all eligible voters to cast a vote on the matter for determination in a manner that adequately discloses the intentions of the voters.
- e) **“Entities”, “Entity”** — an individual, legal personal representative, corporation, society, partnership, trust, trustee or other entity or organization treated as a person for legal purposes of this agreement.
- f) **“Fees”** — sums of money charged in exchange for services rendered.
- g) **“Fiduciary Partner”** — the Partner to the Project who is responsible for handling financial resources for the project, among other responsibilities as defined in this Agreement, and who is qualified to hold the role of Fiduciary Partner as defined by the qualifications in this Agreement.

- h) **“Fiduciary Partner Bylaws”** — means the Bylaws of the Fiduciary Partner as filed with the Registrar of the province in which they registered.
- i) **“Fiduciary Services Fee”** — the Fee charged by the Fiduciary Partner in exchange for services rendered to the Project.
- j) **“Grants”** — sums of money or in-kind contributions granted to the Project by a government or other organization for a particular purpose.
- k) **“Initial Grant”** — the first Grant secured for the project which initiates the Project Initial Term consisting of **[seed funding]**.
- l) **“Initial Grant Agreement”** — terms of receipt and use of the Initial Grant as agreed to by the original grantor and initial grantee.
- m) **“Initial Term”** — the **[timeline e.g. 2 years]** term of this Agreement, which is concurrent to the term of the Initial Grant, beginning **[start date]** and ending **[end date]**.
- n) **“Lab”** — The collaborative innovation process under which stakeholders are convened and outcomes achieved, incorporating all the tangible activities of the Project.
- o) **“Mandate”** — overarching objective, goal, and long-term vision of the Project.
- p) **“mutatis mutandis”** — means with the necessary changes having been made to ensure that the language makes sense in the similarly applied context.
- q) **“Project Oversight Panel”, “Oversight Panel”** — the primary decision-making and governance body of the Project. Comprised of individuals nominated by the Project Partners and carrying the power to make decisions on behalf of the Project, and in so doing, bind the Project Partners and Project Producer to fulfill the outcome of those decisions, subject to the terms of this Agreement and any statutory or governing agreements to which the Partners are independently bound.
- r) **“Oversight Panel Chair”** - the Chair is responsible for leading the Oversight Panel meetings and reporting back to the Project Team.
- s) **“Oversight Panelist”, “Panelist”** — a member of the Oversight Panel.
- t) **“Oversight Panel Resolution”** — a decision or resolution of conflict by either:
 - a. **Majority** — a resolution passed by a simple majority of the votes cast in respect of the resolution by the Panelists entitled to vote on such matter either (i) in person at a duly constituted meeting of the Board, (ii) by Electronic Means in accordance with these Bylaws, or (iii) by combined total of the votes cast in person and by Electronic Means; or a resolution that has been submitted to all Panelists and consented to in writing by 2/3 of the Panelists who would have been entitled to vote on the resolution at a meeting of the Oversight Panel.
 - b. **Unanimous** — a resolution passed by all of Panelists entitled to vote on such matter either (i) in person at a duly constituted meeting of the Board, (ii) by Electronic Means in accordance with these Bylaws, or (iii) by combined total of the votes cast in person and by Electronic Means; or a resolution that has been submitted to all Panelists and consented to in writing by all of the Panelists who would have been entitled to vote on the resolution at a meeting of the Oversight Panel.
- u) **“Panelist Nominee”, “Nominee”** - a person nominated to act as a Panelist by an entity entitled by this Agreement to appoint a Panelist to the Oversight Panel.
- v) **“Participants”** — Entities who have, or currently are participating in the lab subject to a Participant Agreement.
- w) **“Project”** — is this **[Lab Project Name]**.
- x) **“Project Contracts”** - legal agreements between the Fiduciary Partner on behalf of the Project and various vendors, consultants and/or other suppliers of goods and services to the Project.

- y) “[**Lab Project Name**] **Project Knowledge**” — Any processes, materials and/or knowledge specific to the operating of a collaborative innovation Project, generated through the Project by or with any of the Project Partners, Project Producer, Project Team and/or Project Participants.
- z) “**Project Team**” — Entities who are hired or contracted by the Project Producer through Fiduciary Partner on behalf of the Project to assist the Producer in the delivery of the Project.
- aa) “**Project Producer**” — The administrative leader of the Project who, under the oversight of the Oversight Panel, ensures Project is executed effectively.
- bb) “**Project Partners**”; “**Partners**” — those entities who are Partners established via this Charter on the Charter Date and those entities who subsequently become Partners in accordance with this Agreement and, in either case, have not ceased to be Partners;
- cc) “**Project Term**” - the entire term of the Project being the [**timeline e.g. 10 years**] from [**start date to end date**]; or such time it takes to fulfill the mandate.
- dd) “**Residual Property**” — money and other property of the Project remaining after the payment or discharge of the debts and liabilities of the Project (including expenses incurred in the dissolution or winding-down of the Project)
- ee) “**Society Act**” — means the *Society Act* of [**relevant act in region**] including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
- ff) “**Sponsorships**” — Entities who offer project dollars in exchange for benefits pertaining to the project. An example might be dollars in exchange for logo recognition.
- gg) “**Subsequent Term**” — any term following the Initial term which is approved by Oversight Panel Unanimous Resolution.
- hh) “[**Lab Project Name**]” - this community Project that seeks to establish a formal structure within which to [**Project Mandate**].
- ii) “**[Acronym]**” — [**Lab Project Name**]

3) – PROJECT PARTNERS

a) Partners

The Partners are those entities who are Partners established via this Charter on the Charter Date and those entities who subsequently become Partners in accordance with this Agreement and, in either case, have not ceased to be Partners.

There are two Partners: A **Fiduciary Partner** and a **Collaborative Innovation Partner**.

b) Rights of Partners

In addition to such rights and subject to such restrictions as may be contained in this Agreement, a Partner in good standing has the following rights and privileges to:

- a) nominate individuals for appointment as Oversight Panelists in accordance with this Agreement;
- b) be nominated, if qualified in accordance with this Agreement, for appointment as an Oversight Panelist of the Project; and
- c) participate on the Project Team or Project Activities as required under this charter.

c) Eligibility of Partners

The following entities are eligible to be a Partner of the Project if they meet the prescribed conditions:

- a) Fiduciary Partner, who must:
 - a. Hold valid charitable status;
 - b. Not be insolvent;
 - c. Not be under investigation or legal suite;
 - d. Have some expertise or previous interest in the field of **[field the Project is working in]**; and
 - e. Be Mission, Vision and Values aligned with the **[Lab Project Name]**.
- b) Collaborative Innovation Partner, who must:
 - a. Be a B-Corp or equivalent;
 - b. Not be insolvent;
 - c. Not be under investigation or legal suite;
 - d. Have the necessary expertise to carry out Social Innovation Project work;
 - f. Have proven competency in delivering the Project Charter objectives and goals; and
 - g. Be Mission, Vision and Values aligned with the **[Lab Project Name]**.

d) Intention To Participate In Good Faith

In carrying out their obligations under this agreement, the parties will act in accordance with good faith and fair dealing. The provisions of this agreement, as well as any statements made by the parties in connection with this relationship, shall be interpreted in good faith.

e) Duties of Partners

Each Partner will, at all times:

- a) Uphold the Mandate and comply with this Charter and any policies of the Project adopted by the Oversight Panel from time to time.
- b) Undertake to do, or cause to have done by their respective organization, within the limits of the duties defined in this Agreement and subject to any statute or governing agreements, those actions so decided by the Oversight Panel, from time to time.

f) Duties of the Fiduciary Partner

The duties of the Fiduciary Partner include:

a) Project Leadership

- a. Providing representation on the Oversight Panel of the Executive Director and at least one current Board Member in good standing; and
- b. Collaborating on hiring the Project Producer and Project Team

b) Administration of grant funds, including:

- a. Receiving of grant, donation, and sponsorship funds, and participant and service fees and providing tax receipts to donors;
- b. Holding grant funds in a financially responsible manner, including the management of cash, securities and any accrued interest, to ensure ready available of funds to the Project as required; and
- c. Timely disbursement of Project funds in response to requisitions as provided in writing by the Project Oversight Panel and Project Producer, and subject to approval where any requisition over \$5,000 requires additional signature from the Oversight Panel.

c) Financial record keeping, including:

- a. Maintaining complete and accurate bookkeeping records in accordance with GAAP standards and in compliance with all applicable tax and statutory regulations, with such records open to inspection by any member of the Oversight Panel with 5 business days' notice to the Fiduciary Partner;
- b. Providing complete and accurate periodic reporting of Project finances to grant funders; crowdfunders, Sponsors and any other binding funders of the Project; and
- c. Providing monthly statements of financial transactions for use by the Oversight Panel and Project Producer to track and reconcile against the Project budget.

d) Administration of Project Contracts, including:

- a. Developing, in conjunction with the Oversight Panel and Project Producer, agreements that include:
 - i. Consulting contracts with Project Producer and Project Team members;
 - ii. Participant Agreements with Project Participants;
 - iii. Cash and In-kind Sponsorship agreements including provision by the Fiduciary Partner of receipts for sponsorship; and
 - iv. Other Project vendors and other contracts, as may be required.
- b. Signing contracts on behalf of the Project; and
- c. Managing the timely payment of monies owed under active Project contracts.

e) Marketing, including:

- a. Access to the Fiduciary Partner Brand Materials for use by the Project and exhibiting the Project on the Fiduciary Partner's website, using the style suite for Project, contingent on and subject to a then-current Services Agreement.

f) Other administrative services, including:

- a. Provision of functional office space to the Project Team of a guaranteed minimum of 20 sq ft, and additional space if requested and subject to availability;
- b. Administrative staff time of one to two hours per week;
- c. Posting job descriptions, receiving applications, and sharing applications with the Project Team in a timely manner;
- d. Assistance in posting for volunteers online, provided volunteer requirements;
- e. Coverage under the Fiduciary Partner's standard commercial insurance policy of the Project Oversight Panel and Project Team as named insured; and

- f. Contribution to Project marketing.

g) Remuneration Of The Fiduciary Partner

In exchange for the provision of duties, the Fiduciary Partner will receive a **[percentage e.g 13%]** fee on all funds received by the Project (the “**Fiduciary Services Fee**”), including, but not necessarily limited to:

- a) Grants;
- b) Sponsorships;
- c) Donations;
- d) Other Revenue Sources such as Crowdfunding;
- e) Product Royalties; and
- f) Sale of Intellectual Property.

Any accrued Fiduciary Services Fees will be submitted to the Oversight Panel monthly in writing and, if approved, paid within 30 days of approval.

h) Duties of the Collaborative Innovation Partner

The Collaborative Innovation Partner will provide the following:

a) Project Leadership, including but not necessarily limited to:

- a. Representation on the Oversight Panel of the CEO and one aligned collaborative innovation expert; and
- b. Collaborating on hiring the Project Producer and Project Team.

b) Project design and materials, including but not necessarily limited to:

- a. Network contacts: Access to the CIP’s network lists, existing relationships and strategic contacts which may relate to the Project’s ongoing work and mandate; and
- b. Lab knowledge: Access to and training in the use of collaborative workshop templates.

c) Marketing, including;

- a. access to the Collaborative Innovation Partner Brand Materials for use by the Project and exhibiting the Project on the Collaborative Innovation Partner’s website, using the style suite for Project, contingent on and subject to a then-current Services Agreement.

d) Project Services, subject to a then-current Services Agreement including:

- a. Training, coaching and education with the Partners, Oversight Panel, and Project Team for producing the Project; and
- b. Capacity Building, including but not exclusive to designing, convening and facilitating as necessary or deemed appropriate and reasonable by the Project Team and as identified under the Services Agreement.

i) Remuneration Of The Collaborative Innovation Partner

In exchange for the provision of duties, the Collaborative Innovation Partner will receive:

- a) A right of first refusal to act as the Project Producer, or other main roles in the Project Team , if qualified as determined by the Oversight Panel;
- b) Service Fees, subject to an approved Project Budget, **[pay structure e.g. at an hourly rate]** determined by the Oversight Panel and detailed in an Agreement for Services to be delivered by the Collaborative Innovation Partner.

- c) Other potential fees as negotiated and defined in an Agreement for Services approved by the Oversight Panel.

4) – OVERSIGHT PANEL

a) Power of the Oversight Panel

The Oversight Panel is the primary decision-making and governance body of the Project. Comprised of individuals nominated by the Project Partners, it carries the power to make decisions on behalf of the Project, and in so doing, bind the Project Partners and Project Producer to fulfill the outcome of those decisions, subject to the terms of this Agreement and any statutory or governing agreements to which the Partners are independently bound. For clarity: no decision taken by the Oversight Panel can cause a Project Partner to undertake any action that contravenes the Societies Act, the Corporations Act, their respective Articles or Bylaws, or any other statutory obligation or pre-existing governing agreement. The decisions of the Oversight Panel are binding on the Project Partners to fulfill, or cause to have fulfilled, under the terms of this Agreement.

Other than the responsibility to cause the Project Partners to fulfill the terms of decisions of the Oversight Panel as outlined above, individual Panelists do not carry any power to directly represent or bind the Project or the Project Partners in any way.

b) Management of Project Activities and Affairs

The Oversight Panel has the authority and responsibility to manage, or supervise the management of, the activities and affairs of the Project.

More specifically, the Oversight Panel has the following responsibilities:

- a) Oversee fulfillment of and adherence to the Mandate;
- b) Provide direction on Project strategy including but not limited to Project activities, fundraising, sponsor and relationship building;
- c) Oversee the fulfillment of duties of the Fiduciary Partner and Collaborative Innovation Partner;
- d) Adjudicate any disagreements or claims of non-performance on the part of the Partners, including Mediation and/or Arbitration;
- e) Oversee the duties of the Project Producer;
- f) Assist the Partners and Project Team in hiring where requested;
- g) Approve funding grants and sponsorship agreements signed by the Fiduciary Partner on behalf of the Project, subject to separate Fiduciary Partner approval as per the terms of its Constitution and Bylaws;
- h) Approve the Budget on a quarterly basis as delivered by the Project Producer;
- i) Approve any single or recurring budget expenditure either over **[dollar amount e.g. \$5,000]** or those in excess of **[percentage e.g. 20%]** over or under as approved in the budget;
- j) Oversee and approve all vendor and contractor agreements signed by the Fiduciary Partner on behalf of the Project, including but not limited to Project Producer and Project Team Agreements, Participant Agreements, and any other miscellaneous Contractor or Vendor Agreements as required by the Project;

- k) Review and approve any agreements related to the licensing and commercialization of consulting undertaken by the Project or any Participant using the Project Intellectual Property; and
- l) Renew or Terminate the Project.

c) Composition of the Oversight Panel

The Oversight Panel will be comprised of the following individuals, each of whom is appointed in accordance with this Charter:

- a) One nominee by the Executive Director of the Fiduciary Partner;
- b) One nominee from the Board of the Fiduciary Partner;
- c) One nominee by the CEO (or equivalent executive leader) of the Collaborative Innovation Partner;
- d) One nominee by the Collaborative Innovation Partner with collaborative innovation Project expertise; and
- e) One nominee by the Project Producer.

d) Panelists Qualifications and Consent

In order to be eligible to be appointed and to serve as a Panelist, an individual must:

- a) Be at least 18 years of age;
- b) Not have been found by any court to be incapable of managing his or her affairs; not be an undischarged bankrupt;
- c) Not have been convicted of an offence in connection with the promotion, formation or management of a corporation or unincorporated entity, or of an offence involving fraud, in each case in the time periods and circumstances prescribed by the Societies Act; and
- d) Exhibit a common interest and commitment to advancing the mandate of the Project.
- e) No appointment of an individual as a Panelist is valid unless that individual is appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a Panelist.

e) Appointment of Oversight Panel Nominees

As of the date of this Agreement, and for the period of 1 year hereafter, the Oversight Panel nominees are hereby:

Fiduciary Partner, ED Nominee	[Name]
Fiduciary Partner, Board	[Name]
Collaboration Partner, Nominee	[Name]
Collaboration Partner, Affiliate	[Name]
Project Producer, Nominee	[Name]

f) Oversight Panel Terms

Panelists will be nominated and appointed at an annual Oversight Panel meeting at which the appointment of Panelists is required and will take office commencing at the close of such meeting.

Each Panelist will be appointed for a one year term and will retire from office at the close of the annual meeting following his or her appointment, or provided that if no successor is appointed at such meeting, if they consent, will continue to hold office (and the term of such individual as Panelist is deemed to have been extended) until such time as a successor is nominated and appointed.

A Panelist may be appointed for an unlimited number of consecutive terms.

g) Ceasing to be Panelist

The Oversight Panel may by Unanimous Resolution remove a Panelist (the “**Removed Panelist**”) before the expiration of his or her term. The Project Partner that appointed such Panelist may appoint another individual who is qualified under **Part 4.4** to serve as a Panelist for the balance of the term of the Removed Panelist.

An individual will immediately and automatically cease to be a Panelist upon:

- a) ceasing to meet any of the qualifications for being a Panelist set out in this Agreement;
- b) the written resignation of such individual as a Panelist, the effective date of which will be the later to occur of (i) the receipt by the Project Team of the written resignation; or (ii) the effective date, if any, specified in the written resignation;
- c) his or her death;
- d) the expiry of his or her term as a Panelist, unless re-appointed;
- e) his or her removal from office as a Panelist; or
- f) the Project Partner or Project Producer, which appointed the individual as a Panelist, ceasing to be a Project Partner or Project Producer.

h) Support of Project Mandate

Each Panelist will unreservedly subscribe to and support the mandate and goals of the Project and, when performing the functions of a Panelist, will act with a view to the long-term vision of the Project.

i) Panelist Remuneration and Reimbursement

The Project will not pay any remuneration to an individual for being or acting as a Panelist; however, the Project may, subject to the Societies Act, the Bylaws of the Fiduciary Partner and this Agreement, pay remuneration to an individual who is a Panelist for other services provided by that individual to the Project, the Fiduciary Partner or the Collaborative Partner in another capacity.

The Project may reimburse a Panelist for reasonable expenses necessarily incurred by them in performing their duties as a Panelist. Any declarations of conflicts of interest put forward by other Panelists will be investigated prior to reimbursement.

5) – PROCEEDINGS OF THE OVERSIGHT PANEL

a) Oversight Panel Meetings

The Oversight Panel may meet at the locations they think fit to conduct business and may otherwise regulate their meetings and proceedings as they see fit.

b) Calling Oversight Panel Meetings

An Oversight Panel meeting may be called by the Fiduciary Partner ED Nominee, or the Collaborative Innovation Partner Nominee, or by any two Panelists.

c) Notice of Oversight Panel Meetings

At least two days' notice of an Oversight Panel meeting must be sent to all Panelists unless all of the Panelists agree to a shorter notice period, provided that if a meeting of the Oversight Panel will permit participation by Electronic Means, notice of that meeting must inform the Panelists that they may participate by Electronic Means and provide instructions on how to do so.

The accidental omission to send notice of an Oversight Panel meeting to a Panelist, or the non-receipt of a notice by a Panelist, does not invalidate proceedings at the meeting.

d) Quorum of Oversight Panel

The quorum necessary to transact business will be a majority of the Oversight Panel, provided that if there are less than three Panelists, the quorum for the transaction of business at a meeting of the Oversight Panel is all of the Panelists.

A Panelist who has, or may have, an interest in a proposed contract or transaction with the Project will be counted for the purposes of determining quorum at a meeting of the Oversight Panel at which the proposed contract or transaction is considered, but pursuant to **Part 6** is not entitled to vote on the proposed contract or transaction.

e) Chair of Oversight Panel Meetings

The Project Producer Nominee will chair all meetings of the Oversight Panel. If the Project Producer Nominee is not present within 15 minutes after the time appointed for holding the meeting or is unwilling or unable to chair the meeting, the Panelists present at the meeting will choose, by majority vote, one of their number to chair the meeting.

f) Oversight Panel Resolutions

Any question arising at a meeting of the Oversight Panel, other than the approval of funding and sponsorship agreements, will be decided by Oversight Panel Majority Resolution. Any proposed approval of fundraising and sponsorship agreements will be decided by Oversight Panel Majority Resolution contingent on the assenting vote of all then-attending Fiduciary Partner Nominees.

g) Oversight Panel Entitlement to Vote

Each Panelist will be entitled to one vote. In case of an equality of votes, the individual presiding as Chair of a meeting will not have a second or casting vote in addition to the vote to which such individual is entitled as a Panelist and the proposed resolution will not pass.

h) Procedure for Voting by Oversight Panel

- a) Unless otherwise set out in this Charter, voting by the Oversight Panel may occur by any one or more of the following methods, at the discretion of the Chair of the meeting:
 - i. by a show of hands, an oral vote or another method that adequately discloses the intention of the Oversight Panel;
 - ii. by written ballot; or
 - iii. by Electronic Means.
- b) Provided that where a vote is to be conducted in accordance with paragraph (a), if not otherwise directed by the Chair of the meeting prior to the conduct of the vote, such vote will be conducted by written ballot or other means by which the results of the vote can be presented without disclosing how any individual Panelist voted.
- c) No resolution proposed at a meeting of the Oversight Panel needs to be seconded and the Chair of a meeting may move or propose a resolution.

i) Participation in Meetings of the Oversight Panels by Electronic Means

The Oversight Panel may determine, in its discretion, to hold any meeting or meetings, either in whole or in part, by Electronic Means, so as to allow one or more Panelists to participate remotely in the meeting, provided that all participants in the meeting, whether in person or by Electronic Means, are able to communicate with each other, and any such Panelist is deemed to be present at such meeting.

6) – OVERSIGHT PANEL CONFLICT OF INTEREST

a) Declaration of Conflict

A Panelist who has a direct or indirect material interest in:

- a) a contract or transaction, or proposed contract or transaction, of the Project; or
- b) a matter that is or is to be the subject of consideration by the Oversight Panel, if that interest could result in the creation of a duty or interest that materially conflicts with that Panelist's duty or interest as a Panelist of the Project,

must disclose fully and promptly the nature and extent of such interest to each of the other Panelists and must otherwise comply with any policies adopted by the Oversight Panel from time to time.

b) Voting on Proposed Contract or Transaction

A Panelist who has declared his or her conflict of interest pursuant to **Part 6.1** will abstain from voting on the Oversight Panel Resolution (whether considered at a meeting of Panelists or a consent resolution of the Oversight Panel) in respect of the contract, transaction or other matter contemplated in **Part 6.1** and will refrain from any action intended to influence the discussion or vote.

c) Participation in Discussions

A Panelist who has declared his or her conflict of interest pursuant to **Part 6.1** will leave the Oversight Panel meeting, if any:

- a) at which the contract, transaction or other matter is discussed, unless asked by a majority of other Panelists present to remain at the meeting to provide information; and
- b) when the other Panelists vote on the contract, transaction or matter contemplated in **Part 6.1** and in all cases will refrain from any action intended to influence the discussion or vote.

d) Proxy Transfer

If at any time, any Panelist is recused from a vote, that vote will not be transferred to any other Panelist.

7) – PROJECT PRODUCER AND PROJECT TEAM

a) Appointment of Project Producer

With input from the Fiduciary Partner and Collaborative Innovation Partner, the Oversight Panel may appoint a Project Producer to exercise the authority of the Oversight Panel to manage the delivery of the Project and report to the Oversight Panel on ongoing progress.

b) Duties of Project Producer

The Project Producer is responsible for delivering to the Oversight Panel, with duties including but not limited to:

- a) A detailed pro forma operating plan, budget and timeline for implementation of the Project;
- b) Fundraising plan and targets;
- c) Decisions requiring Oversight Panel approval;
- d) Quarterly actual budgets reports; and
- e) Annual activity and outcome reports.

c) Expected Outcomes of Project Producer Activities

Objective 1: To successfully articulate the 2-year plan and process on both the Fiduciary Partner and Collaborative Innovation Partner websites and in-person with prospect Participants, Sponsors and Partners.

Objective 2: Successfully raise the necessary matching and additional funds for the Project.

Objective 3: As directed by the Oversight Panel, on-board and train additional Project Team members including and not limited to an Operations Assistant & Program Coordinator, Systems Change Facilitator, Project Design and Implementation Specialist, and Program Evaluator, and set them up for success with contracts, clear goals, and job descriptions.

d) Qualifications of Project Producer

In order to be eligible to be appointed as Project Producer, an individual must:

- a) be at least 18 years of age;
- b) not have been found by any court to be incapable of managing his or her affairs;
- c) not be an undischarged bankrupt;
- d) not be convicted of an offence in connection with the promotion, formation or management of a corporation or unincorporated entity, or of an offence involving fraud, in each case in the time periods and circumstances prescribed by the Societies Act; and
- e) exhibit a common interest and commitment to advancing the mandate of the Project.

e) Remuneration of the Project Producer

The Project Producer will serve the Project under a Contractor Agreement with the Fiduciary Partner and approved by the Oversight Panel, with compensation subject to the specific terms of that Agreement and within the budgeted amounts for the role as approved in the Project budget.

f) Project Producer Term

The contract with the Fiduciary Partner for the Project Producer's position will be for a [timeline e.g. 1 year] term, with no limit to the number of terms a candidate can fulfill.

g) Project Producer Conflicts of Interest

The provisions in **Part 6** of this Agreement apply to the Project Producer, *mutatis mutandis*.

h) Removal of Project Producer

- i) Subject to the terms of the contract between the Project Producer and the Fiduciary Partner, the Oversight Panel may at any time remove the Project Producer by Oversight Panel Majority Resolution.
- ii) If the Collaborative Innovation Partner CEO serving as Project Producer ceases to act as the Collaborative Innovation Partner at any time, they will simultaneously cease to act as Project Producer, if applicable.

i) Project Team

The Project Producer may, with approval by Oversight Panel Majority Resolution and subject to the approved Project budget, assemble a Project Team responsible for delivering the Project. If necessary, prior to the hiring or during a vacancy of the Project Producer, the Oversight Panel may assemble a Project Team to support their activities and deliver the Project.

j) Project Team Composition

The Project Team is composed at a minimum, by the Project Producer and any other contractors for the Project who are performing regularly scheduled (i.e. recurring) duties for the Project which support the

Project Producer's deliverables. The Project Team operates the project in accordance with any policy or procedures adopted by the Project.

All roles in the Project Team other than the Project Producer are considered non-essential for minimal operations.

k) Project Team Duties

Subject to approval from the Oversight Panel, the Project Team is responsible for the following activities:

- a) Successful fundraising by meeting the budget targets in a timely manner, tasks may include but are not limited to:
 - i) Grant identification and application;
- b) Sponsorship procurement and relationship management with Sponsors; and
- c) Procuring in-kind and other donations, and managing relationships with donors.
- d) Working within and operating from the values, mission and vision of both Partners;
- e) Being the face of the Project and fostering and managing all the relationships with trust, transparency, and integrity;
- f) Executing the initial 2 year Project Term and successfully fulfilling the anticipated short to mid term objectives and long term goals needed to fulfill the Project Mandate.

Individual members of the Project Team other than the Project Producer may have additional activities specified in their contracts to support and/or advise the Project Producer in administering the Project's activities.

8) – FUNDING AND FEES

a) Initial Grant

The [timeline e.g. 2-year] funding projections required to deliver the Project is up to [monetary value] over [timeline e.g. 2 years], with [seed funding amount] secured from [funder] as the Initial Grant as of the start of this Project. The Fiduciary Partner hereby acknowledges receipt of the Initial Grant in [date of receipt e.g. Fall of 2019] and to the administration and disbursement of funds as detailed in the Initial Grant Agreement and this Charter.

b) Additional Funds

Any additional funds raised beyond the Initial Grant, whether in the form of Grants, Sponsorships, Donations or Fees, will be duly held by the Fiduciary Partner and disbursed solely on direct Project expenses as detailed in the Oversight Panel-approved Project budget.

c) Surplus Funds

Should additional funds be raised beyond the full extent of current or anticipated expenses within the then-current Project Term, the Fiduciary Partner will, with the approval of the Oversight Panel, hold those funds for investment in related Projects, with priority given to fund future terms of the Project. Should the Project terminate for any reason, any surplus funds will be distributed subject to Part 10 of this Agreement.

d) Fundraising Targets and Project Oversight

Ongoing operations of the Project, and the continued funding of activities by the Fiduciary Partner are contingent on regular quarterly review by the Oversight Panel of actual fundraising targets achieved against an approved budget, where any budget approved by the Oversight Panel must contain clear and specific fundraising targets and proposed funded activities. The Oversight Panel reserves the right, subject to the Project Mandate and based on reported actual fundraising targets, to alter the course of the project plan and/or funded activities proposed by the Project Producer and the Project Producer agrees to accept and revise the then-current operating plan accordingly in response to such changes, if any. If fundraising targets are not met for two consecutive quarters, to the degree the Oversight Panel deems a material risk to the project, the Oversight Panel reserves the right to suspend or terminate the project subject to Sections 10 of this Agreement.

9) – TERM AND TERMINATION

a) Project Term

The Entire Term of the Project is [timeline e.g. 10 years]; from [start date to end date]. If, at the completion of the Entire Term, the Project Vision has not been met, the Term may be extended to include additional Subsequent Terms by Oversight Panel Unanimous Resolution.

The term of this Agreement, for the duration of the Initial Term of the Project, is [timeframe e.g. 2 years] beginning [start date to end date].

Each of the Partners to this Agreement hereby agree to their respective roles subject to the terms of this Agreement for the duration of the Initial Term.

Within three (3) months prior to the completion of the Initial Term, the Oversight Panel will provide notice in writing to each of the Project Partners as to whether the Project will continue beyond the Initial Term. If the Oversight Panel elects not to continue the Project, the Project will be terminated and dissolved at that time, subject to **Part 10** of this Agreement. If the Oversight Panel elects to continue, the Project and this Agreement will renew for a Subsequent Term of [timeframe e.g. 2 years], from [start date to end date] and will continue to renew or terminate for [timeframe e.g. 2 year] Subsequent Terms as such by decision of the Oversight Panel for the balance of the Entire Term.

If, at the end of the Initial Term, and each Subsequent Term(s), if any, the Oversight Panel elects to continue the Project, each Partner will have 1 month from the date of notice to confirm to the Oversight Panel in writing the intention to renew or terminate their role under the terms of this Agreement. If either Partner elects not to renew their role for any Subsequent Term, they will, acting in good faith, continue to fulfill their roles to the full extent of this Agreement for the duration of the then-current term, including the timely recruitment of their replacement.

If, at the end of the Initial Term, or any Subsequent Term(s), if any, both Partners elect not to renew their roles, and acting in good faith have been unable to recruit replacements for both Partners in a timely manner, the Project will terminate and be dissolved, subject to **Part 10** of this Agreement.

10) – TERMINATION AND DISSOLUTION

a) Termination

The Project will be Terminated by Unanimous Resolution on either of: i) decision of the Oversight Panel on non-renewal after the Initial Term or any Subsequent Term, if any; ii) non-renewal and failure to recruit timely replacement of both Partners; iii) as a consequence of not fulfilling minimum fundraising targets pursuant to Section 8.4, or iv) at end of the Entire Term. Termination of the Project will cause the Fiduciary Partner to terminate all outstanding contracts with the Project Team, Project Members, Vendors and any then-current contracts, subject to the terms of each specific contract.

b) Dissolution

Upon the Termination of the Project, and subject to the Fiduciary Partner's Bylaws and to the Societies Act, any Residual Property, if any, held by the Fiduciary Partner on behalf of the Project will be distributed to a mission-aligned not-for-profit organization, including potentially the Fiduciary Partner, as determined by the Oversight Panel or, if the passing of a Oversight Panel Resolution is not feasible, as determined by a resolution of the Board of the Fiduciary Partner.

c) Distribution

Upon Termination, and unless and until any Residual Property held by the Fiduciary Partner on behalf of the Project is duly distributed according to the terms of this Agreement, the Residual Property will continue to be held by the Fiduciary Partner and used to perpetuate digital storage and access of any documentation associated with outcomes of the Project.

11) – NON-PERFORMANCE OF PARTNERS OR CONTRACTORS

a) Direct Resolution

In case of non-performance by either of the Project Partners or Contractors, as defined by the terms of this Agreement and any additional service contracts which may exist between the project and such Parties, the first course of action will be for the at-fault Party to make their best efforts, acting reasonably, to resolve the conflict directly between them using an established conflict resolution processes such as: the Courageous Conversation Framework, and as defined in any documented policy and procedures adopted by the Project.

<http://www.edu.gov.on.ca/eng/policyfunding/leadership/pdfs/TipSheetConversation.pdf>

b) Mediated Resolution

If the Project Partners are not able to resolve a conflict directly, they will undertake the following process:

1. The Partner citing non-performance by the other Partner will submit the issue to the Oversight Panel in writing, with a simultaneous copy to the cited Partner. Whenever possible, the citing Partner will include a proposed course of action to resolve the issue.
2. The Oversight Panel will review the issue and,

- a. if in agreement with the citing Partners proposal, notify the cited Partner of their window of opportunity to resolve the issue.
 - b. if in disagreement with the citing Partner's proposal, engage in discussion with the Partners to clarify the issue until an agreed proposal is reached.
3. The cited Partner then has 10 business days to respond in writing with a confirmation of the cited issue and proposal being accepted, or not accepted.
 - a. If a confirmation of the cited issue and proposal is accepted, the cited Partner has a correction period of further 10 business days in which to provide evidence of correction.
4. In case of non-acceptance of the proposal for correction, or non-correction by the cited Partner, the Oversight Panel will engage a third-party Mediator to resolve the issue, such mediation to take place at a time and location determined by the Oversight Panel where the Partners and Oversight Panel will attend, and where the cost of such mediation is shared equally by the Partners, and not paid by the Project.

c) Binding Resolution

If the Oversight Panel and Partners are not able to resolve the cited issue over the course of one up to 2-hour mediated session, the Oversight Panel will engage a third-party Binding Arbitrator to resolve the issue, such arbitration to take place at a time and location determined by the Oversight Panel where the Partners and Oversight Panel will attend and the outcome will be binding on each of the Oversight Panel and the Partners, as the case may be, including the potential termination of the Cited Partner with no less than 30 days notice, and where the cost of such arbitration is shared equally by the Partners, and not paid by the Project.

12) – INTELLECTUAL PROPERTY AND DERIVATIVE CONSULTING

a) Project Knowledge

The Collaborative Innovation Partner will provide the Project with, and subject to this Agreement and the terms of any applicable licenses or usage policies, the Project will make use of, Project-related materials as detailed in Appendix 'A' (the "**Project Materials and Knowledge**"). The Collaborative Innovation Partner represents and warrants to the Project that: (a) it holds all right, title and interest in and to the Project Materials and Knowledge, and (b) that no third party intellectual or proprietary property rights will be infringed or misappropriated as a result of the proper exercise of the Project Materials License.

Any processes, materials and/or knowledge specific to the operating of a collaborative innovation project, generated through the Project by or with any of the Project Partners, Project Producer, Project Team and/or Project Participants (the "**[Lab Project Name] Project Knowledge**"), whether or not an enhancement or derivative of the Project Materials and Knowledge, is hereby deemed shared property of the Project and the Partners, and the Project and Project Partners acknowledge that any or all of the Project, Fiduciary Partner and Collaborative Innovation Partner may, subject to this Agreement and the terms of any applicable licenses or usage policies, continue to enhance and commercialize the **[Lab Project Name]** Project Knowledge either through the Project or independently.

b) Partner Brand Materials

The Fiduciary Partner will provide the Project with marketing materials as detailed in Appendix 'B' (the

“Fiduciary Partner Brand Materials”) and, subject to the terms of this Agreement, as long as the Fiduciary Partner remains a Project Partner only, the Fiduciary Partner will grant the Project a limited, non-sublicensable, non-transferrable, non-exclusive license to use the Fiduciary Partner’s name, logo designs, trademarks, and company descriptions as provided in the Fiduciary Partner Brand Materials in any medium of advertising, promotional products, or marketing materials solely in connection with the promotion and delivery of the Project Mandate, and according to the Fiduciary Partner’s usage guidelines which may be provided and/or amended from time to time.

The Collaborative Innovation Partner will provide the Project with marketing materials as detailed in Appendix ‘B’ (the **“Collaborative Innovation Partner Brand Materials”**) and, subject to the terms of this Agreement, as long as the Collaborative Innovation Partner remains a Project Partner only, the Collaborative Innovation Partner will grant the Project a limited, non-sublicensable, non-transferrable, non-exclusive license to use the Collaborative Innovation Partner’s name, logo designs, trademarks, and company descriptions as provided in the Collaborative Innovation Partner Brand Materials in any medium of advertising, promotional products, or marketing materials solely in connection with the promotion and delivery of the Project Mandate, and according to the Collaborative Innovation Partner’s usage guidelines which may be provided and/or amended from time to time.

Subject to this Agreement and the terms of any applicable licenses or usage policies, the Project will make use of the Fiduciary Partner and the Collaborative Innovation Partner Brand Materials, where the Project will promote the Project including but not limited to: websites and blogs, newsletters, social media channels, search engine marketing and search engine optimization, press releases and other event marketing materials.

c) Derivative Consulting

To the extent that the Project Team and Partners may, subject to the approval of the Oversight Panel not to be unreasonably withheld, elect to undertake or deliver consulting services derived from the **[Lab Project Name]** Project Knowledge, in particular advising on Projects, **[activities surrounding that of the Project]**, outside of their representation on the Oversight Panel, neither Partner shall have any power or influence over the actions of the other Partner or the Project or Project Team in so commercializing the **[Lab Project Name]** Project Knowledge, except as may be specified in individual project contracts between parties.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Project Charter and Collaboration Agreement as of the date first written above.

[FULL LEGAL NAME OF FIDUCIARY PARTNER]

by its authorized signatory

Name:

Title:

[Name]

dba : **[LEGAL NAME OF CREATIVE INNOVATION PARTNER]**

Appendix A — Project Materials and Knowledge

Appendix B — Partner Brand Materials

Fiduciary Partner Brand Materials

Type	Usage Guide	Material
Name	When first instance in a document	[Fiduciary Partner Name {acronym if available}]
	When previously defined	[Fiduciary Partner acronym if available]
Logo	Colour logo for	[Link and/or example]
	Black and white logo	[Link and/or example]
	Light logo with transparent background	[Link and/or example]
Contract templates	For contracts with service providers, staff and interns	[Policy for using contract templates]
Current and past programs or associated programs and partnerships	The use of the names of [Fiduciary Partner Name] current and past programs, associated programs or partnerships, must have [Fiduciary Partner Name] 's approval. Examples include: [list programs]	[Name of programs]

Collaborative Innovation Partner Brand Materials

Type	Usage Guide	Material
Name	When first instance in a document	[Collaborative Innovation Partner Name {acronym if available}]
	When previously defined	[Collaborative Innovation Partner acronym if available]
Logo	Colour logo	[Link and/or example]
	Black and white logo	[Link and/or example]

	White logo with transparent background	[Link and/or example]
Trademarks	Any trademarks held by Collaborative Innovation Partner	[Relevant trademarks]