



Partnership Agreement

Between:

Nova Scotia Trails Federation
(hereinafter referred to as "NST")

And

Trans Canada Trail – Sentier Transcanadien
(hereinafter referred to as "TCT")

(individually, referred to as a "Party" and collectively referred to as the "Parties")

1.0 Background

NST and TCT are organizations that share many common goals and objectives with respect to trails. Since 1993, the two organizations have worked collaboratively to further the vision and development of a national trail in Canada.

TCT is a registered non-profit charitable organization dedicated to facilitating the development and promotion of the Trans Canada Trail ("Trail"). When completed, the Trail will be the world's longest recreational trail, with a continuous route through every province and territory of Canada, from coast to coast to coast. The Trail is comprised of hundreds of local trails, each with unique and varied features, which contributes to the diversity and grandeur of the Trail. The goal of TCT is to maximize greenway trail segments. The Trail is designed to accommodate six preferred activities: walking/hiking, cycling, horseback riding, and canoeing as well as cross-country skiing and snowmobiling in the winter.

NST is a non-profit organization of volunteer trail building groups and individuals, dedicated to the development and encouragement of the use of recreational trails in Nova Scotia. Since 1993, NST has been a valued partner of the TCT, responsible for the planning, designing and building of the Trail in Nova Scotia. NST is a recognized trail leader. Working with local governments, groups and supporters, NST has made a significant contribution to the success and progress of the Trail.

With the support of provincial and territorial partners, TCT is committed to the goal of connecting the Trail by 2017, the 150th Anniversary of Canada's Confederation and the 25th Anniversary of the launch of the Trans Canada Trail. Through collaborative efforts with all stakeholders, TCT strives to build and promote a sustainable trail network that will become a national icon and destination for Canadians and international visitors.

2.0 Objectives

The Partnership Agreement between TCT and NST will formalize the cooperative relationship between the Parties, with a primary goal of building and connecting the Trail across Canada by 2017. This partnership will facilitate further cooperation, coordination and collaboration to (i) complete the Trail, (ii) improve sustainable trail planning, construction and management of the Trail, and (iii) encourage the use and enjoyment of the Trail as it relates to the preferred activities as defined in the draft Trailbuilding Guidelines. Activities in response to this partnership could include, but are not limited to, mutually beneficial projects, programs and other opportunities related to trail planning and development; marketing and communications; and fundraising and policy development.

3.0 Mutual Agreements

3.1 TCT and NST agree that:

- (a) The Trail is a national legacy project encouraging Canadians to explore and discover Canada's natural and cultural heritage; promoting active living and healthy lifestyles; attracting international visitors to experience the Canadian outdoors, culture, people and places; contributing to meaningful economic sustainability; and fostering community involvement and national pride;
- (b) The primary purpose of this Partnership Agreement is to enable collaboration among the Parties to achieve the goal of building and connecting the Trail across Canada by 2017;
- (c) The Trail will be built according to the approved TCT guidelines, policies, and plans;
- (d) This Partnership Agreement is not intended to create, and does not create, any legal relationship among the Parties;
- (e) This Partnership Agreement is not an exclusive collaboration. Any Party may collaborate with third parties and one or more of the Parties hereto at their own discretion under separate agreement;
- (f) Any material prepared by any Party for informing the public about this Partnership Arrangement will be submitted to the other Party for formal review and approval, which approval shall not be unreasonably withheld, prior to its release, and will adhere to TCT's acceptable and appropriate branding guidelines;
- (g) Both Parties will work collaboratively and respectfully in a timely and constructive manner;
- (h) NST does not have the right or entitlement to grant to any third party any right to hold itself out as being a sponsor, agent, licensee or a supplier to TCT or the Trail without the prior approval of TCT.

3.2 TCT and NST will:

- (a) Foster communication and collaboration and share new collaborative opportunities between the Parties and other Trail stakeholders;
- (b) Collaboratively develop the 2017 Trail Connection Strategy to guide the Parties on how to achieve the goal of connecting the Trail by 2017;
- (c) Work cooperatively to identify, develop and implement mutually beneficial projects, programs and other opportunities related to Trail planning, design, construction, maintenance, safety, communications, fundraising, promotions and learning;
- (d) Support and implement TCT's Greenways Vision and Core Principles.

4.0 TCT's Agreements

TCT will:

- (a) Raise funds for Trail development and Trail programs;
- (b) Lead the development of and maintain national Trail guidelines, policy, planning documents, and strategies in consultation with NST;
- (c) Lead cross border planning and development activities where the Trail crosses the Nova Scotia border into adjacent provinces and territories;
- (d) Continue to fund Trail construction, under the auspices of TCT's granting program, policies and guidelines;
- (e) Market and promote the Trail and provincial/territorial/local trail segments.

5.0 NST's Agreements

NST will:

- (a) Be TCT's identified provincial representative in the Province of Nova Scotia and as such is the recognized strategic partner for TCT to the Province of Nova Scotia, local governments, and local trail groups;
- (b) Be responsible for the planning, coordination and construction of the Trail in Nova Scotia in accordance with the spirit and intent of the Greenways Vision and Core Principles of the Trail, the Trail's Trailbuilding Guidelines, the Trail's Concept Plans and other applicable TCT policies and guidelines;

- (c) Facilitate the development of local trail associations and support local Trail planning and construction;
- (d) Work with local trail associations and assist them with the interpretation of TCT policies and guidelines and provide them with up-to-date information on the Trail and available resources;
- (e) Provide timely feedback to TCT on all requests for trail-related information in Nova Scotia;
- (f) Answer inquiries about the Trail in Nova Scotia from the public or interested parties in a timely fashion. This includes inquiries forwarded by TCT to NST;
- (g) Represent TCT and promote the Trail at public events, such as, but not limited to Trail openings.

6.0 Term and Review

- 6.1 This Partnership Agreement shall come into effect as of the date NST executes this Partnership Agreement and will remain in effect until March 31, 2011, unless terminated earlier as provided herein;
- 6.2 Any Party may terminate this Partnership Agreement for any reason upon sixty (60) days prior written notice to the other Party hereto;
- 6.3 This Partnership Agreement may be amended or varied from time to time provided that such amendment or variation is evidenced in writing and signed by all the Parties hereto.

7.0 Principal Contacts

The principal contacts for this Partnership Agreement are:

Blaise MacEachern	Tim Hoskin
Trans Canada Trail Committee Chair	National Director of Trail
Nova Scotia Trails Federation	Trans Canada Trail

8.0 General

- 8.1 This Partnership Agreement will be governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein;
- 8.2 None of the Parties are liable for the actions or omissions, financial or otherwise, of the other Parties hereto;
- 8.3 Each Party (an "Indemnifying Party") shall indemnify and save harmless the other Parties (the "Indemnified Party") hereto for any liability, damage or claim made against an Indemnified Party to the extent such liability, damage or claim arises, directly or indirectly, from the act or omissions of the Indemnifying Party or those for whom the Indemnifying Party is responsible at law;
- 8.4 Each Party shall appoint one representative who shall be responsible for the management and administration of the terms of this Partnership Agreement on behalf of the respective Party;
- 8.5 The Parties will make every reasonable effort to resolve, at the working level, any conflicts that arise from this Partnership Agreement. Failing resolution at the working level, conflicts may be referred for resolution to the principal points of contact named in Section 8.0 this Partnership Agreement;
- 8.6 The Parties will make every reasonable effort to work collaboratively and respectfully in a timely and constructive manner.

9.0 Signatures

In witness whereof the parties have executed this agreement by duly authorized signing officers.

Agreed and acknowledged:

Nova Scotia Trails Federation

Trans Canada Trail



Ted Scrutton, President

Deborah Apps, President & CEO

Date: April 21/10

Date: _____