

THIS AGREEMENT made this 22nd day of June, 2001.

BETWEEN:

**CANADIAN UNITARIAN COUNCIL, ("CUC"), a religious corporation organized under the laws of the Dominion of Canada, having its principal offices at 55 Eglinton Avenue East, Suite 705, Toronto, Ontario, M4P 1G8**

OF THE ONE PART

-and -

**UNITARIAN UNIVERSALIST ASSOCIATION ("UUA"), a Massachusetts religious corporation having its principal office at 25 Beacon Street, Boston, Massachusetts, 02108**

OF THE SECOND PART

**WHEREAS** the UUA is a continental religious organization which includes Unitarian and Unitarian Universalist congregations in Canada;

**AND WHEREAS** these congregations are also members of the Canadian Unitarian Council;

**AND WHEREAS** since the creation of the CUC and UUA in 1961, the parties have entered into a number of informal and formal accords regarding the delivery of services and funding for such services to Canadian congregations;

**AND WHEREAS** the UUA and CUC desire to transfer the obligation to provide certain services to Canadian congregations from the UUA to the CUC and to transfer certain monies from the UUA to the CUC to support, in whole or in part, the provision of those services or for any other purpose;

**NOW THEREFORE**, in consideration of the mutual obligations hereinafter set forth, the parties agree as follows:

## **1. DEFINITIONS**

- a. "Transfer Date" means July 1, 2002 or such other date as may be agreed upon in writing between the parties.
- b. "Transfer Amount" means the dollar value on the Transfer Date of 158, 111.099 shares of the UUA's endowment account, which is the number of shares of that account that had a market value of \$1.5 Million as of December 30, 2000.

- c. "Services" means all services currently delivered by the UUA or the UUA Districts to Canadian congregations.

## **2. TRANSFER OF FUNDS**

1. The UUA will make quarterly payments to the CUC. Each payment will be made within ten days following the end of each calendar quarter, commencing with the quarter ended September 30, 2001, and will be equal to one-quarter of the 5% annual rate of the rolling thirteen quarter average market value of 158, 111.099 shares of the UUA's General Investment Fund. By way of example, the payment for the quarter ended September 30, 2001 will be based upon the rolling average market value of such shares on September 30, 2001 and the 12 preceding calendar quarters. No payment under this Section 2.1 will be due or payable on or after the Transfer Date.
2. If the condition set forth in Section 2.3 below has been met, the UUA will transfer the Transfer Amount to the CUC on the Transfer Date, together with those earnings generated on the Transfer Amount after July 1' 2001 that have not previously been paid to the CUC under the provisions of Section 2.1.
3. The transfer of the Transfer Amount is conditioned upon the approval by an annual meeting of the member congregations of the CUC of a plan for the delivery of Services by the CUC to Canadian Unitarian and Unitarian Universalist congregations, other than those Services that the UUA will provide in accordance with Section 3.2.

## **3. SERVICE DELIVERY**

1. The UUA will continue to deliver all Services that it currently delivers or controls until the Transfer Date, except that, after July 1, 2001, the UUA will no longer send *The UU World Magazine* to Canadian households.
2. On the Transfer Date, the CUC will assume responsibility for delivery of all Services to Canadian congregations with the exception of those Services mentioned hereafter. The UUA will continue to be responsible for the following Services to Canadian Congregations, subject to the UUA's existing right to modify, amend or eliminate any or all such Services on a non-discriminatory basis (meaning that Canadian congregations and their members are not disproportionately affected by the modification, amendment or elimination) from time to time:
  - a. Ministerial Settlement and Services to Settled Ministers, retired Ministers and the Regional Sub-Committee on Candidacy ("RSCC").
  - b. Continental youth and young adult programs and services.

- c. Sending one copy of *The UU World Magazine* to each congregation, Minister and Director of religious education in Canada for which the UUA has a then current address.
- d. UUA commitments to Canadian extension projects which commitments are existing at the time of the signing of this Agreement.

## **5. FUNDING PANELS AND FUND RAISING**

1. Nothing in this Agreement is intended to restrict access of United States or Canadian congregations to funding panels, foundations or historic granting bodies. The CUC and UUA encourage such parties to preserve their continental character.
2. The CUC and UUA agree that their own fundraising will be restricted by national boundaries based upon the principal residence of individual donors and the principal address of entity donors, unless otherwise agreed by the parties. Notwithstanding the foregoing, the parties agree to co-operate on cross-border youth program fundraising.
3. Existing commitments by the UUA under its building loan programs and loan guarantee programs will be honoured. It is the intention of the parties, however, that no new building loans or loan guarantees will be available to Canadian Congregations from the UUA.
4. It is not the intention of the parties that this Agreement alter in any way the status or funding of compensation consultants currently working in Canada.

## **6. INFORMATION RESOURCES**

1. The UUA agrees to co-operate with the CUC in sharing electronic information appropriate and necessary to create a Service delivery data bank for Canadian congregations.
2. The parties, through the Transition Committee and/or Joint Committee established pursuant to section 7, will develop a policy regarding ownership of information services and the fee for service sharing of such resources.

## **7. ONGOING JOINT COMMITTEE**

1. The CUC and UUA will establish a joint committee of representatives from the CUC and UUA to consult on ongoing issues arising out of this Agreement and such other matters of joint concern between the parties. This joint committee shall include the President of the CUC, the moderator of the UUA and at least one other representative from each party. The joint committee shall meet at least once per year or more frequently if mutually agreed by the parties.

2. In addition to the above, a transition team will meet as needed between July 1, 2001 and July 1, 2002 to discuss areas of mutual concern. CUC members of the transition team will include the Chair of the CUC's Implementation Task Force, the Executive Director and one other. UUA members of the transition team will include the Chair of the Finance Committee of the UUA Board of Trustees, the UUA Director of International Relations and the Director of the Department for Congregational, District and Extension Services.

## **8. COVENANT**

1. The CUC and the UUA Boards intend to interrelate as strong and trusting peer organizations in order to promote Unitarian Universalism across North America and to nurture and grow the organizations' respective member congregations.
2. This Agreement, and other issues of concern which arise between the parties, shall be interpreted and addressed in a manner consistent with this covenant and with the principles of the Unitarian Universalist Association.
3. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

## **9. REPRESENTATIONS AND WARRANTIES**

1. The CUC represents and warrants to the UUA that the transactions contemplated by this Agreement were approved by the CUC's Board of Trustees and by Canadian congregations at an annual meeting of the CUC in Montreal in May 2001.
2. The UUA represents and warrants to the CUC that the transactions contemplated by this Agreement were approved by the UUA Board of Trustees.

## **10. TERM; TERMINATION**

1. This Agreement is for an indefinite term, but may be terminated by the UUA if the condition contemplated by Section 2.3 of this Agreement has not been met on or before July 1, 2002. This Agreement may be amended by mutual agreement at any time.

## **11. NOTICES**

1. Any notice given pursuant to this Agreement shall be in writing and shall be:
  - a. personally delivered; or
  - b. transmitted by pre-paid registered mail; or
  - c. by commercial courier, if to the CUC to:

55 Eglinton Avenue East, Suite 705  
Toronto, ON M4P 1 G8  
Attention:

If to the UUA to:

25 Beacon Street  
Boston MA 02108  
Attention:

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Kathi Stein Loken  
Witness

SIGNED, SEALED AND DELIVERED  
in the presence of:

Laurie L. Loken  
Witness

CANADIAN UNITARIAN COUNCIL

Per: Mark D. Morrison-Reed  
Mark D. Morrison-Reed  
President

UNITARIAN UNIVERSALIST  
ASSOCIATION

Per: Jerry Gabart  
Jerry Gabart  
Vice President for Finance  
and Treasurer