Memorandum of Understanding (the “Agreement”)

Between

Pickleball Canada Organization (“PCO”)

and

PICKLEBALL ASSOCIATION OF ONTARIO (“Affiliate”)

The purpose of this Agreement is to describe the objectives of these two organizations, operating at different levels, and how the two organizations will work together to realize their objectives.

The prime purposes of PCO include:

1. The fostering and promotion of pickleball play in a safe and collegial manner
2. The fostering and promotion of the social aspects of the game
3. The fostering and promotion of the development of the game
4. The support of Affiliate in their endeavors to do the same

The prime purposes of the Affiliate are to:

1. Foster and promote pickleball play in a safe and collegial manner
2. Foster and promote the social aspects of the game
3. Foster and promote the development of the game
4. Support provincial clubs and pickleball organizations in their endeavors to do the same
5. Support PCO in their endeavors to do the same

It is recognized that the Affiliate and PCO have distinct functions, roles and responsibility levels, and at times these may appear to crossover. Every effort will be made to work together to avoid duplication and differences.

Some of the key elements of the relationship are:

1. The Affiliate is recognized as the authorized representative of PCO in their region
2. The Affiliate recognizes PCO as the NSO governing body of pickleball in Canada
3. The Affiliate will abide by the policies published and updated from time to time by PCO
4. All provincial/territorial members must be or will become members of PCO
5. The Affiliate supports the vision, mission, and goals of PCO
6. An Affiliate representative will be an active member of the PCO Interprovincial/Territorial Advisory Committee (ITAC) whose purpose and mandate are that pickleball is strengthened
through the collaboration of National and Provincial/Territorial organizations. This level of collaboration and co-operation works to:

a. Increase communication amongst representatives at all levels
b. Establish yearly initiatives for joint projects and activities
c. Define roles and responsibilities for all levels of governance in the game of pickleball in Canada
d. Reduce costs and share funding on joint projects and activities
e. Collaborate on aspects of the game in Canada including all operations and development of the sport in Canada to adequately promote and support the playing and growth of pickleball in its jurisdiction, including the establishment of an Ambassador’s program by the Province/Territory if desired.

The desired model of governance in Canada is one of “shared responsibilities” whereby the national level (PCO) establishes the national policies and standards with input from the provinces/territories and the provinces carry out the programs in compliance with these policies and standards.

PCO will endeavor to support the Affiliate by providing:
1. Any guidance or consultation, including the sharing of public information re other Affiliates
2. Developing umbrella structures for common goals, such as:
   a. Player ratings registries
   b. Uniform teaching and coaching programs
   c. Uniform refereeing methods and practices
3. providing any initial liaison with other Affiliates or civic authorities as requested to do so.

The Affiliate will compile and submit a list of active members to PCO in the format specified by PCO to enable uploading into its MemberLeap system. All such members must have been advised of their rights and the Affiliate’s intentions with respect to Personal Privacy Information Act (“PIPA”). The submission of the members list should be timed to capture the bulk of the intake for the calendar year, with allowances for additions to follow.

As provincial/territorial clubs and the Affiliate have the common objective to support PCO and therefore become members of PCO, Affiliate level dues need to include the current PCO membership fee as well. The fees so collected by the Affiliate on behalf of PCO should be submitted to PCO on a timely basis.

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On receipt, PCO will incorporate/update the PCO membership list accordingly and forward the updated Affiliate membership list to Affiliate in a timely manner. PCO will issue a confirmation notice (email) and membership card to the individual member directly.

The Affiliate will also receive membership reports indicating, at a minimum, the date and number of members. The Affiliate will be authorized to include the PCO logo on any document or correspondence they create indicating them as a member in good standing.

This agreement shall remain in force until terminated by either party or mutually modified. A minimum of 2 months’ notice is required to terminate or modify unless egregious conditions or events occur to warrant immediate termination or modification.

Signed on behalf of Affiliate by its authorized signatory: Jim Parrott

Position: President, Pickleball Association of Ontario
Date: March 20, 2020

Signed on behalf of PCO by its authorized signatory: Doug Thomson

Position: President, Pickleball Canada Organization
Date: March 20, 2020