

**MEMORANDUM OF UNDERSTANDING
BETWEEN HAMILTON GAULT MEMORIAL FUND
AND THE PPCLI ASSOCIATION**

PATRICIA PARK LEGACY STONE PROGRAM

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Hamilton Gault Memorial Fund (HGMF) and the PPCLI Association.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the HGMF and PPCLI Association will collaborate to administer The Patricia Park Legacy Stone Program.
3. **Term of MOU.** This MOU shall take effect on the date it is last signed and executed by the duly authorized representatives of each of the two parties to this MOU. It shall be reviewed annually and will remain in full force until amended by mutual agreement. However, this MOU may be terminated, without cause, by either party upon written notice. Termination will take effect no later than 30 days after the written notice was sent by Registered Mail through Canada Post, or earlier if acknowledged and agreed upon by the other party in writing, including via email.
4. **Patricia Park Legacy Stone Program Terms of Reference.** Annex A.
5. **Responsibilities of the Hamilton Gault Memorial Fund.**
 - a. Retain full control of and responsibility for the Patricia Park Legacy Stone Program,
 - b. Produce and maintain the Patricia Park Legacy Stone brochure,
 - c. Pay for the printing of the Patricia Park Legacy Stone brochure,
 - d. Maintain a Legacy Stone master list and layout,
 - e. Accept and process Legacy Stone orders, including recording the order, accepting payment and issuing a charitable tax receipt,
 - f. Submit Legacy Stone orders to Remco Memorials by 30 June annually,
 - g. Provide payment for the production and installation of Legacy Stones,
 - h. Coordinate the installation of Legacy Stones in August with Old World Paving Stones Limited and the PPCLI Association representative,
 - i. Provide one member of the HGMF Board of Trustees responsible for delivery of the HGMF components of this joint program, and
 - j. Publish the Program Terms of Reference, Legacy Stone Order form and master layout on the HGMF website.

6. **Responsibilities of PPCLI Association.**

- a. Assist with the administration of the Patricia Park Legacy Stone Program,
- b. Arrange for the printing of the Patricia Park Legacy Stone brochure and forward the invoice to the HGMF CFO for payment,
- c. Provide the Regimental Kit Shop with a small stock of Patricia Park Legacy Stone brochures,
- d. Assist with the annual installation of Legacy Stones at Patricia Park, and
- e. Publish the Program Terms of Reference and Legacy Stone Order form and master layout on the PPCLI Association website.

7. **General Provisions**

- a. **Amendments.** Either party may request changes to this MOU. Any of these changes that are mutually agreed upon by both parties, shall be made in writing and shall take effect on the date the changed version is last signed and executed by the duly authorized representatives of each of the two parties. This MOU shall remain in full force and effect until amended or withdrawn, and
- b. **Entirety of Agreement.** This MOU, consisting of ten pages, is the complete agreement between the parties and supersedes all other agreements, whether written or oral.

8. **Third Party Beneficiary Rights.** This MOU shall only apply to the two parties.

9. **Exclusive Rights of the Two Parties.** All the rights, duties and obligations contained in this MOU shall operate only between and for the mutual benefit of the two parties to this MOU. It is intended to assist them in collaborating and performing their respective obligations under this MOU. It is also expressly agreed that only they shall have any right to seek to enforcement of this MOU, or to seek any remedy arising out of either party's performance or failure to perform any term or condition of this MOU, or to bring an action for breach of this MOU.

10. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

HAMILTON GAULT MEMORIAL FUND

Paul Hale, Trustee/Fundraising Chair
Hamilton Gault Memorial Fund

Name and Position

6 June 2024

Date

Paul Hale

Signature

PRINCESS PATRICIA'S CANADIAN LIGHT INFANTRY ASSOCIATION

Greg Ferguson President
PPCLI Association

Name and Position

7 June 2024

Date

Greg Ferguson

Signature

Annex A – Patricia Park Legacy Stone Program Terms of Reference
Annex B – Legacy Stone Templates and Examples

PATRICIA PARK LEGACY STONE PROGRAM TERMS OF REFERENCE

Background

1. The Hamilton Gault Memorial Fund (HGMF) is a charitable organization as defined in the Income Tax Act and is registered under Business Number: 8878 6647 RR0001. The Patricia Park Legacy Stone Program is a HGMF fundraising campaign. Legacy Stones are sold for installation in Patricia Park.
2. The Princess Patricia's Canadian Light Infantry Association (PPCLI Association or Association) is a federally registered Not-for-Profit Corporation, incorporated under Number 056871-6.
3. The Patricia Park Legacy Stone Program is a joint program agreed to between the HGMF and PPCLI Association as detailed in these terms of reference (TOR).

Purpose

4. The purpose of these terms of reference (TOR) is to outline the responsibilities between the HGMF and the PPCLI Association in administering the Program.

Program Overview

5. The Legacy Stone project is a fundraising initiative that was originated by the PPCLI Foundation. With the wind-up of the PPCLI Foundation the HGMF has assumed responsibility for this program.
6. The Legacy Stones are produced by Remco Memorials, located in Regina, SK, then shipped to Old World Paving Stones Limited in Edmonton, AB for installation. Contact details for both companies are:
 - a. Remco Memorials. Main contact is Richard Tubman, email – r.tubman@remco-memorials.ca, Cell - (306) 527-8310, Office - (306) 569-0621 Ext 220, Mail - 611 – 6th Ave. E., Regina, SK S4N 5A3, and
 - b. Old World Paving Stones Limited. Main contact is Jennifer Marler, email - jmarler@oldworldpaving.ca, Cell – 780-993-8262, Office – 587-463-0704, Web – www.oldworldpaving.ca, Mail – PO Box 57037 Eastgate, Sherwood Park AB T8A 5L7, Office – 7508 Mount Lawn Road NW, Edmonton AB T5B 4S8.
7. Legacy Stones may be purchased throughout the year, but installation will take place only once a year in August. The HGMF Fundraising Chair will compile orders for Legacy Stones throughout the year and make one order by 30 June annually. The order will state the number of bricks to be ordered and submit the details (name and dates etc) to Remco Memorials. They will get their layout department to create a rendering for each brick. Remco Memorials will then email these renderings to the HGMF Fundraising Chair so they can double check spelling and

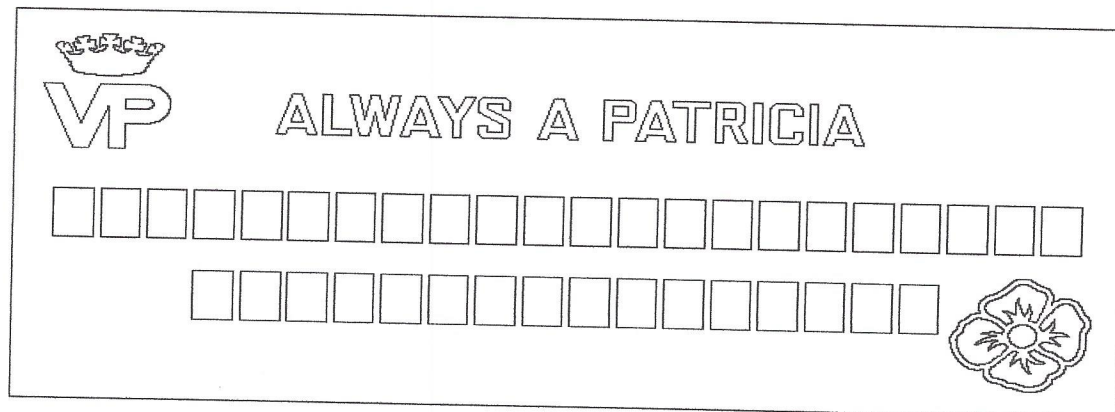
dates. Once approved, Remco Memorials will email the HGMF Fundraising Chair a contract for the bricks. Remco Memorials will generally send an invoice after the bricks have been shipped to Old World Paving Limited. The cost of each brick is \$125 plus a shipping charge of approx. \$75 - \$100 depending on the number of bricks.

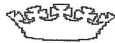
8. Once Old World Paving has received the bricks, they will contact the HGMF Fundraising Chair to arrange installation, normally in early August. The HGMF Fundraising Chair will then coordinate the installation with the PPCLI Association representative. The cost of installation is \$25 per brick.


9. Legacy Stones are available for purchase from the Hamilton Gault Memorial Fund by veterans, serving members, in memoriam, Always a Patricia (unit or sub-unit pavers), civilian friend of the Regiment, corporate friend of the Regiment and We Also Served (for spouses). Format and examples may be found at Annex B.

10. The current cost of a Legacy Stone is \$320, with \$160 being eligible for a charitable tax receipt. Purchasers may also choose to leave a Legacy Donation, the full amount of which will be eligible for a charitable tax receipt.

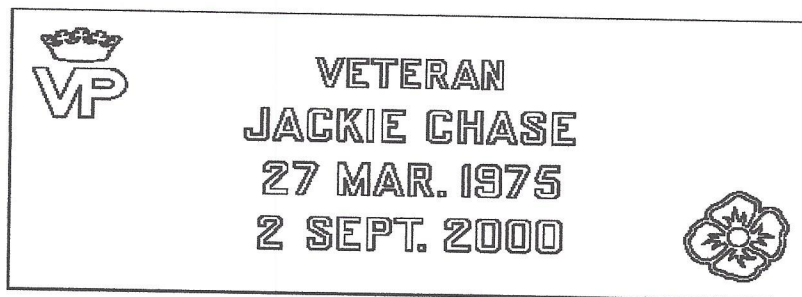
ANNEX B – LEGACY STONE TEMPLATES AND EXAMPLES



**VP** FRIEND OF THE REGIMENT



OCT. 5, 2020
REV.# D



Model: Mill Lane (1S)
Size: 13.75 x 5.5 x 3
Design: Deep Sunk
Lettering: Deep Sunk
Custom Art Charge Front: No
Charges on Back? (Y/N) No

RENDERING PREPARED BY

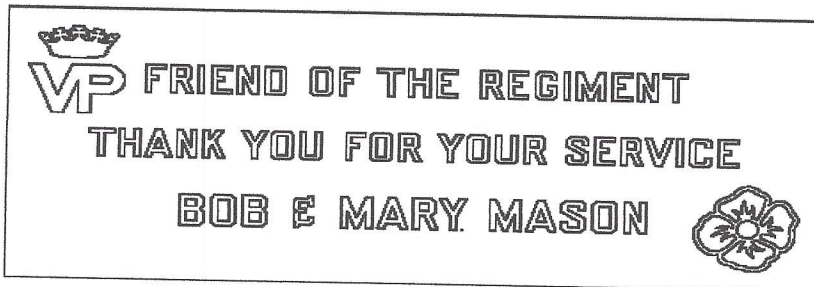
REMCO
MEMORIALS

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Designer: Angie
File: PPCLI 2020
AMC: Richard Tubman

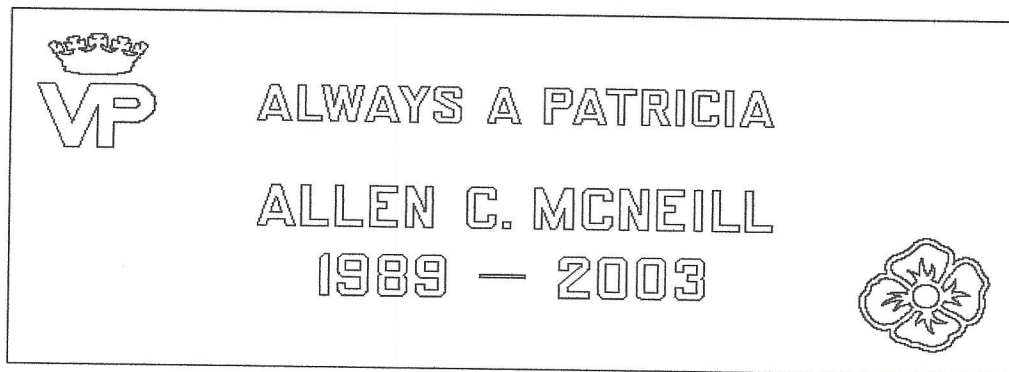
Approved by: _____

DEC. 8, 2021
REV.# A



Model:	Mill Lane (15)	RENDERING PREPARED BY	Designer:	Angie
Size: 13.75 x 5.5 x 3		REMCO	File:	PPCLI-21-Mason
Design: Deep Sunk		MEMORIALS	AMC:	Richard Tobrum
Lettering: Deep Sunk		<small>NOTE: SIZE AND POSITIONING OF THE LETTERING AND DESIGN OF THE RENDERED MEMORIAL MAY VARY SLIGHTLY FROM THE REQUEST</small>		
Custom Art Charge Front: No		<small>THIS ENTIRE DOCUMENT IS SUBJECT TO CONFIDENTIAL LAWS.</small>	Approved by:	
Charges on Back? (Y/N) No				

RENDERING PROPOSED BY REMCO OCT. 26 2015 REV.# --



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FINISHED PRODUCT MAY VARY SLIGHTLY FROM THIS RENDERING
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File: PPCLI
Model:

Designer: Angie AMC: Richard Tubman
Size: 13.75 x 5.5 x 3

Mill Lane (1S) Design: Deep Sunk

Approved by: _____
Lettering: Deep Sunk