

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UKRAINIAN CANADIAN CONGRESS**

Hereinafter referred to as the "Congress"

- and -

**OTTAWA TARAS SHEVCHENKO MONUMENT COMMITTEE**

Hereinafter referred to as the "Committee"

- and -

**ST. JOHN THE BAPTIST UKRAINIAN CATHOLIC SHRINE**

Hereinafter referred to as the "Shrine"

- and -

**MARGARET MOL AND LEO MOL**

Hereinafter referred to as the "Owners"

WHEREAS the Committee has been authorized by the Congress to act officially on its behalf to manage the establishment of a monument to Taras Shevchenko in Ottawa;

AND WHEREAS the Committee and the Shrine have entered into discussions with the Owners for the acquisition and relocation of a monument of Taras Shevchenko (hereinafter referred to as the "Monument") belonging to the Owners and presently located in Germany;

AND WHEREAS the Committee and the Shrine have agreed upon the terms and conditions for the transportation of the Monument to Ottawa, Canada (hereinafter referred to as the "Site"), including site preparation, installation and maintenance of the Monument;

AND WHEREAS the parties to this Memorandum of Agreement (hereinafter referred to as the "MOU"), wish to confirm the terms and conditions upon which the Monument will be acquired, transported, installed and maintained;

NOW THEREFORE in consideration of these premises, the parties hereto hereby agree as follows:

**1. ACQUISITION OF MONUMENT**

The Congress shall acquire the Monument from the Owners upon such terms and conditions as the Committee and the Owners shall agree in a

separate Agreement to be signed by them. The transportation, site preparation, installation and maintenance of the Monument as outlined in this MOU is conditional upon the Committee and the Owners executing a mutually satisfactory Agreement for acquisition of the Monument, failing which, this MOU shall be null and void.

**2. TRANSFER OF OWNERSHIP**

It is intended that the Monument will be located on the premises of St. John the Baptist Ukrainian Catholic Shrine, 948-952 Green Valley Crescent, Ottawa, Ontario, Canada (the "Site"). Upon installation on the Site it thereby becomes the property of The Order of St. Basil-the-Great Holding Corporation, the registered owner of the property comprising the Site, and St. John the Baptist Ukrainian Catholic Shrine.

**3. PAYMENT OF COSTS ASSOCIATED WITH MONUMENT AND SITE**

The Congress shall assume all costs, charges and expenses associated with:

- a) The transportation of the Monument from Germany, including, but not limited to the following:
  - Packing the Monument for transportation.
  - Arranging for transport by a reputable carrier.
- b) Site preparation, including municipal site plan approval, building permit approvals and landscaping.
- c) Storage of the Monument in Canada, if necessary, while awaiting the Site preparation and installation arrangements.
- d) Installation of the Monument on the Site by a reputable contractor including, but not limited to the following:
  - Landscaping
  - Architectural design
- e) Ongoing maintenance costs associated with the Monument and Site.

The Congress shall establish a Charitable Account for payment of all costs associated with the Monument and the Site as permitted by the Income Tax Act and policy directives of the Charities Division of Canada Revenue Agency.

**4. RISK**

The Congress shall assume responsibility for all risk arising from the packing, transportation, storage and installation of the Monument and shall obtain at its cost all risks insurance coverage including public liability, loss, theft, damage and destruction for full replacement cost. Proof of

insurance coverage shall be provided to the Shrine and the Owners prior to transportation of the Monument to the Site.

**5. SITE AND MONUMENT DESIGN**

The location of the Monument on the Site, its design, including landscaping, shall be determined by the Shrine with the approval of all Parties. Since the Site may involve unstable subterranean clay deposits, the Congress shall obtain a suitable architectural design for the Monument which will be submitted for approval of all Parties. The Congress shall comply with any site plan requirements of the City of Ottawa and obtain all necessary permits for the preparation of the Site and the installation of the Monument at its cost.

**6. MODIFICATION AND RELOCATION**

After installation at the Site, the Shrine shall not make any significant modifications to the Monument or the Site without prior approval of the Congress. In the event that at some future date the Congress wishes to relocate the Monument to another site in the City of Ottawa, it shall be free to do so provided that the entire Monument, including foundation, be removed at the expense of the Congress and the Site returned to its original condition at the expense of the Congress.

**7. FAILURE TO MAINTAIN**

In the event the Congress fails to honour its obligations pursuant to the terms of this MOU, another Ukrainian organization acceptable to the Shrine may replace the Congress, whereupon such organization shall execute a written Acknowledgement and Undertaking to be bound by the terms of this MOU from and after the date that it assumes the obligations of the Congress. In the absence of such other Ukrainian organization replacing the Congress herein, the Shrine shall assume responsibility for the maintenance, repair and insurance coverage whereupon the obligations of the Congress herein shall terminate.

**8. COMMUNITY ACCESS**

The parties to this MOU acknowledge and agree that the Monument is intended for the Ukrainian community at large and not solely for members of the Shrine Parish. Neither the Shrine nor the Order of St. Basil the Great Holding Corporation shall restrict individuals, groups or organizations from visiting the Monument or engaging in commemorative celebrations, subject to the following conditions:

a) Groups or organizations intending to have more than \_\_\_\_ (\_\_\_\_) persons in attendance at the Monument shall notify the Pastor of the Shrine at least one (1) week in advance as to the date and time of arrival, and the nature of the activity proposed.

b) Groups or organizations intending to have more than \_\_\_\_ (\_\_\_\_) persons present at the Monument shall not be permitted to visit the Monument at a time when religious services are being held in the Shrine.

c) Food or drink of any kind shall not be served or consumed on the Site without approval of the Shrine.

d) The playing of recorded music or musical instruments shall comply with the noise by-laws of the City of Ottawa.

9. **SUCCESSORS AND ASSIGNS**

This MOU shall enure to and be binding upon the successors and assigns of the parties hereto, including the Ukrainian Catholic Eparchy of Toronto and Eastern Canada, and the Bishop of such Eparchy, should the ownership of the Site be transferred thereto.

10. **GOVERNING LAW**

This MOU shall be governed by and interpreted according to the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals.

**UKRAINIAN CANADIAN CONGRESS**

PER

I have authority to bind the Corporation:	
Name: _____	Date: _____
Title: _____	_____

**OTTAWA TARAS SHEVCHENKO MONUMENT COMMITTEE**  
PER

Authorized Signing Officer:	
Name: _____	Date: _____
Title: _____	_____

**ST. JOHN THE BAPTIST UKRAINIAN CATHOLIC SHRINE**  
PER

I have authority to bind the Corporation:	
Name: _____	Date: _____
Title: _____	_____

**BASILIAN FATHERS PROVINCIAL SUPERIOR**  
PER

Authorized Signing Officer:	
Name: _____	Date: _____
Title: _____	_____

**LEO MOL**  
PER

Authorized Signing Officer:	
Name: _____	Date: _____
Title: _____	_____

**MARGARET MOL**  
PER

Authorized Signing Officer:	
Name: _____	Date: _____
Title: _____	_____