

**[Letterhead of Vancouver Botanical Garden Association]**

January , 2004

Master Gardeners Association of British Columbia  
5251 Oak Street  
Vancouver  
British Columbia  
V6M 4H1

Dear Sirs and Mesdames:

The incorporation of the Master Gardeners Association of B.C. (“MGABC”) as a separate entity, with its own governing body and organization distinct from the VanDusen Botanical Garden Association (“VBGA”), has changed the relationship between VBGA and Master Gardeners as such, and thus makes it desirable to record the current understanding between the two organizations as to their common interests and ongoing mutual rights and obligations.

Both parties are committed to educating the public in and promoting environmentally responsible gardening practices, and both, and VBGA in particular, are committed to supporting and promoting VanDusen Botanical Garden (the “Garden”) and its programs, facilities, and services.

MGABC undertakes to educate its members and the public in environmentally responsible gardening practices, to maintain high standards, to protect and enhance the reputation of VanDusen and to publicize and promote VanDusen through all of its advice activities. This includes selecting and organizing clinics and projects and running education programs such as the Annual Update, the Basic Training Program and the Advanced Training Program. MGABC will be free to publish its Newsletter, make policies and engage in fundraising.

It is the intention of the parties to work cooperatively and in harmony in furtherance of these common objectives.

VBGA will:

1. support MGABC in obtaining from the Board of Parks and Recreation of the City of Vancouver (the “Park Board”) room space at the Garden, consistent with the arrangements previously made with Master Gardeners and in accordance with the booking procedures, for regular monthly meetings, Council meetings, and the Master Gardeners Basic Training Program and Advanced Training Program;

2. support MGABC in obtaining telephone answering service on the Garden line;
3. support MGABC in obtaining from the Park Board office space at the Garden for a desk, bookcase and two filing cabinets;
4. cover postage costs and provide clerical support consistent with previous practice as reasonably required for the Master Gardeners Basic Training Program;
5. permit MGABC to use facilities of VGBA for routine occasional black and white plain paper photocopying, specifically excluding copying for the Advanced Training Program and the annual Update materials and excluding any large volume copying except at times agreed so as not to interfere with usage by VGBA staff;
6. respond to enquiries to verify status of members of MGABC as members of VGBA and their recorded addresses;
7. furnish supplies for use by members of MGABC when conducting programs conducted for or sponsored by VGBA, such as volunteer badges, signage, pamphlets, plant information line cards, etc.;
8. in considering recognition of and benefits for VGBA's volunteers, include volunteers from MGABC as equivalent, to the extent conducting activities on behalf of or sponsored by VGBA;
9. provide access to reference materials for the purpose of managing the plant information line and developing and conducting education programs.

MGABC will:

1. provide trained personnel to answer phone-in-questions on the plant information line;
2. provide trained personnel for Master Gardeners clinics at major Garden events;
3. give support to the Garden for its projects such as the current integrated pest management project, Gift Shop clinics, Vancouver Garden Tour, and Bulletin articles;
4. participate in the Garden's special events;

5. require all members of MGABC who reside in the Greater Vancouver Regional District to be members of VBGA;
6. at its clinics, disseminate VBGA's publicity brochures about events at the Garden, membership in VBGA, etc.;
7. promote Garden courses and events at MGABC meetings and in the MGABC Newsletter;
8. provide exposure and advocacy for VanDusen through advice-hour activities;
9. provide to VBGA all recorded volunteer hours of Master Gardeners;
10. provide to VBGA all recorded education hours;
11. inform VBGA of all plans of MGABC to solicit major donations;
12. give consideration to assisting VBGA in coordinating special events so as to reduce workload of other volunteer groups and of VBGA staff;
13. run the Basic Training Program, the Advanced Training Program and the annual Update, keep VBGA informed as to these programs and request VBGA to participate in a review of these programs at least every two years.
14. provide copies of its quarterly Newsletter to VBGA staff and some Park Board staff at the Garden;
15. promote the Garden in its courses and programs and at regional, national and international meetings of Master Gardeners;
16. be an advocate for the Garden through contacts in the horticultural community;
17. not use the VBGA logo except in connection with programs being conducted on behalf of or in association with VBGA.

VBGA will, without obligation, consider requests by MGABC for giving financial support for Regional National and International Conferences and for the attendance of Master Gardeners engaged on behalf of or sponsored by VBGA.

In order to ensure effective communication between the two organizations,

- (a) provision will be made for a member of the Council of MGABC to attend meetings of the Volunteers Committee and Education Committee of VBGA,
- (b) VBGA will consider seeking an amendment to its bylaws to permit a nominee of MGABC to be a Governor Ex-officio on the Board of VBGA, and
- (c) MGABC will present its Annual Report and annual financial statements to the Board of Governors of VBGA.

The parties will meet at least annually and more often as either may require to review this relationship. The relationship as outlined above will continue for successive calendar years, but will terminate at end of any calendar year if written notice to the effect is given by either organization to the other more than 90 days before the end of the year. In addition, if any fundamental difference arises between the two organizations such that continuance of the relationship would impose a hardship on either of them or on members of either of them, and they are unable to agree on a modification to the relationship to resolve that difference, either of them may terminate the relationship forthwith by written notice to the other to that effect.

Please acknowledge that you organization accepts the arrangement outlined above by signing and returning a copy of this letter,

Yours truly,

VANDUSEN BOTANICAL GARDEN ASSOCIATION

by:

President

We accept the arrangement outlined above.

MASTER GARDENERS ASSOCIATION OF B.C.

by

President