

## MEMORANDUM OF AGREEMENT

### BETWEEN

**HIS MAJESTY THE KING in Right of the Province of Nova Scotia,  
as represented by the Minister of Justice (the “Department”)**

### AND

### **ELDERBERRIES SOCIETY**

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Whereas the Department wishes to:

- Establish a relationship, consult, and collaborate with **ELDERBERRIES SOCIETY** on engagement activities with the 2SLGBTQIA+ community to inform a government action plan; and
- Have **ELDERBERRIES SOCIETY** conduct engagement activities with communities they are most closely connected with and people they serve.

It is agreed that the Department will support **ELDERBERRIES SOCIETY**, to work in partnership with the Office of Equity and Anti-Racism, through this Memorandum of Agreement.

Upon signing of this agreement, the Department will provide financial support in the amount of **\$2,500** to **ELDERBERRIES SOCIETY** to assist with the costs of the administration and core activities associated with engagement activities for the 2SLGBTQIA+ Action Plan initiative (as outlined in Addendum “A”).

The following are the terms and conditions of this funding agreement:

1. Organizational contacts agree to participate in the initiative from May 30 to July 31, 2024 (the “Term”) and to complete the core activities outlined in Addendum A during the Term.
2. **ELDERBERRIES SOCIETY** will ensure engagement participants are members of the 2SLGBTQIA+ community.
3. Any changes to the engagement approach outlined in this Agreement or Addendum A, which is attached to and forms part of this agreement, requires advance approval, in writing, of one of the Executive Leads (Department of Justice), listed in Addendum A.
4. Personally identifiable Information means a person’s identity or information that might reasonably allow identification of the person. The privacy and confidentiality of the participants are of utmost importance to the Department. As such:
  - a. **ELDERBERRIES SOCIETY** shall hold in trust, keep confidential and shall not disclose, to any third party, any personally identifiable information which might reasonably allow the identification of a participant, with anyone outside of the engagements or make any use of the identity of any participants involved in the sessions in any capacity.
  - b. All notes taken during engagement shall belong exclusively to the Department and the **ELDERBERRIES SOCIETY** will agree to turn over all notes to the Department before the end of the Term.
  - c. Engagement sessions shall not be recorded by video or audio and may only be recorded through note taking.
5. The Department’s support for the engagement activities must be recognized and acknowledged through inclusion of the Province of Nova Scotia logo in electronic and print materials.
6. If the obligations of **ELDERBERRIES SOCIETY** under the terms and conditions of this Agreement are not met, the organization must repay to the Department any funds paid to them according to the terms and conditions of this Agreement.

7. This Agreement may be amended at any time upon the written agreement of the parties and any amendments shall be deemed to form part of this Agreement.
8. The Department may terminate this Agreement for any reason upon giving thirty (30) days prior written notice to **ELDERBERRIES SOCIETY**. In the event of termination, the **ELDERBERRIES SOCIETY** shall immediately repay all funding provided for the engagement activities, unless otherwise directed by the Department.
9. The Addendum attached to this Agreement forms an essential part of this Agreement and is deemed incorporated by reference herein.
10. Nothing in this Agreement binds the Department to further funding during or beyond the term of this Agreement and the Department does not commit to any further, additional or future funding to the **ELDERBERRIES SOCIETY** for any activities or projects related to, or arising out of, this Agreement, beyond those commitments contained in this Agreement.
11. The Department's responsibility is limited to providing financial assistance to **ELDERBERRIES SOCIETY** and the Department shall not be liable for any injury to or loss or damage suffered by **ELDERBERRIES SOCIETY**, or the officers, employees, agents or subcontractors of **ELDERBERRIES SOCIETY**, including (without limitation) death or economic loss, caused by or in any way related to the performance of this Agreement or the carrying out of the engagement activities.
12. Any notice to be given under this Agreement by the Department or [ORGANIZATION NAME] shall be in writing and delivered by hand, e-mail or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:

**FOR THE DEPARTMENT**

c/o **Christine Gibbons**

Executive Director, Strategic Policy & Innovation, Office of Equity & Anti-Racism

Phone: (902) 266 7748

1690 Hollis Street Halifax NS B3J 1V7

Email: [christine.gibbons@novascotia.ca](mailto:christine.gibbons@novascotia.ca)

**FOR ELDERBERRIES SOCIETY**

c/o Daniel MacKay

Secretary

902-499-0488

3247 Union Street, Halifax, NS, B3K 5H2

daniel@bonmot.ca

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the e-mail transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 12 and confirms the effective date of the change in such notice.

13. This Agreement may be signed by the parties in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes.

Please countersign one copy to signify your compliance with the above terms and conditions and return it to [oeaengagement@novascotia.ca](mailto:oeaengagement@novascotia.ca). **Please retain one of the original copies for your file.**

A cheque for 2024 funding will be sent to you when the Department has received a countersigned copy of this Agreement.

Should you have any questions, please do not hesitate to contact the Office of Equity and Anti-Racism.

\_\_\_\_\_  
[NAME] for Department of Justice                      Date



\_\_\_\_\_  
Daniel MacKay for **ELDERBERRIES SOCIETY**

Date: 2024-06-06

# Addendum A

The objectives of the engagement campaign for the 2SLGBTQIA+ Action Plan initiative are outlined below.

- **Meaningful Engagement:** Actively listen and understand concerns, challenges, and insights of the 2SLGBTQIA+ community. Where possible, bridge these perspectives into provincial policy, programs, and services to enhance accessibility, equity, and safety.
- **First-Person Stories:** Gather first-hand knowledge and personal stories to provide nuanced insights into the challenges faced by the community.
- **Building Partnerships:** Identify, collaborate with, and establish relationships with community champions, leaders, organizations, and Elders.
- **Community-Driven Actions:** Understand community needs and convert insights into actionable plans. Collaboratively integrate these actions across various provincial government departments, aligning policies and services with genuine needs of the 2SLGBTQIA+ community.

Core activities associated with the ELDERBERRIES SOCIETY in support of engagement for the 2SLGBTQIA+ Action Plan initiative are described below.

1. The objectives of the ELDERBERRIES SOCIETY will be to:
  - a. Lead engagement sessions with the 2SLGBTQIA+ community; and
  - b. Report to OEA the insights, issues, and solutions shared by community members during engagements to inform an all-of-government action plan for the community.
2. Activities associated with engaging community as part of the 2SLGBTQIA+ Action Plan initiative and associated benefits/outcomes include, but are not limited to:
  - a. Using the guidance and templates provided by the Office of Equity and Anti-Racism, conducting in-person and/or virtual engagement session(s) with community members, including (but not limited to):
    - Facilitating broad attendance by community members;
    - Securing a location including ensuring technology needs are met;
    - Arranging for refreshments;
    - Ensuring the accessibility needs of participants are met; and
    - Using a Trauma-Informed approach to deliver the sessions as well as facilitating participant comfort and safety for information sharing.
  - b. Promoting the engagement session(s) they are leading, for example:
    - Social media activity to advertise sessions (e.g., posting to Facebook and X; as well as media interviews);
    - Printed material: posters, flyers, newsletters, bulletins, etc.; and/or
    - Pre-recorded video messages.
  - c. Reporting to OEA the feedback from community members that was shared using the provided templates and within two weeks of completion of engagement activities.

Office of Equity and Anti-Racism Executive Leads will be consulted as necessary to support ELDERBERRIES SOCIETY and to approve any changes to the agreed approach:

- Executive Lead – [Miranda Romkey](#), Office of Equity and Anti-Racism
- Executive Lead – [Luke Power](#), Office of Equity and Anti-Racism
- Executive Lead – [Jenny Benson-Pratt](#), Office of Equity and Anti-Racism