

ODSA FOUNDING PACKAGE

PART I – ODSA FOUNDING CONSTITUTION

1. Name

The name of the association shall be the **Ontario Deer Stewardship Association (ODSA)**.

2. Status

ODSA is established as a voluntary **unincorporated not-for-profit association** operating in the Province of Ontario.

3. Purpose and Mission

ODSA exists to promote science-informed, ethical, and sustainable deer stewardship and management in Ontario through research, education, policy engagement, collaboration, and public outreach.

4. Membership

Membership in ODSA is open to individuals who support the mission of the Association and agree to abide by its governance documents, bylaws, and Code of Conduct.

5. Organizational Structure

ODSA shall operate as a federated association consisting of: A Provincial Executive; and Recognized Regional Branches.

6. Authority of the Executive

The Provincial Executive shall have authority to: Administer the affairs of ODSA; Enter into contracts and agreements on behalf of ODSA; Establish policies, branches, and committees; Appoint signing officers and delegates; Protect the mission, integrity, and functioning of the Association.

7. Interim Executive

Until formal elections are held under ODSA bylaws, the following Interim Executive is appointed: - **Chair / President:** Daniel Andres - **Secretary:** Daniel Andres - **Treasurer:** Daniel Andres

8. Adoption

This Constitution was adopted on December 12, 2025 by the founding members of ODSA.

Founding Member Signatures:

Name: Daniel Andres

Signature: 

PART II – INTERIM EXECUTIVE RESOLUTION (AUTHORITY TO CONTRACT)

WHEREAS the Ontario Deer Stewardship Association (ODSA) has been duly established as an unincorporated association;

AND WHEREAS ODSA requires professional, scientific, analytical, and advisory services in furtherance of its mission;

BE IT RESOLVED THAT:

1. The Interim Executive is authorized to enter into contracts and agreements on behalf of ODSA.
2. Daniel Andres is appointed as an authorized signing officer for ODSA.
3. The Interim Executive approves the execution of an Intellectual Property and Contractor Agreement with Daniel Andres, a sole proprietorship.

Adopted this 12 day of December, 2025.

Signed on behalf of the ODSA Interim Executive:

Name: Daniel Andres

Title: Executive and Founder

Signature: 

PART III – RELATED-PARTY & CONFLICT DISCLOSURE (FOUNDING CONTEXT)

The Interim Executive of the Ontario Deer Stewardship Association (ODSA) acknowledges and records that:

- Daniel Andres is a founding member and interim officer of ODSA;
- Daniel Andres is also a sole proprietor providing services to ODSA;
- The relationship constitutes a related-party transaction in the founding context;
- The Intellectual Property and Contractor Agreement has been reviewed and approved with full disclosure of this relationship;
- The Agreement is considered fair, reasonable, and in the best interests of ODSA;
- This relationship and Agreement shall be disclosed to members upon request and reviewed by the first duly elected ODSA Executive.

Signed: Daniel Andres

Date: December 12, 2025



PART IV – INTELLECTUAL PROPERTY & CONTRACTOR AGREEMENT (FINAL)

1. Parties

This Agreement is between:

- **Ontario Deer Stewardship Association (ODSA)**, an unincorporated not-for-profit association; and
- Daniel Andres
~~[Legal Name / Business Name]~~, a sole proprietorship (the “Contractor”).

2. Scope of Services

The Contractor may provide analytical, scientific, technical, advisory, or professional services to ODSA, including but not limited to reports, maps, analyses, summaries, and advisory materials (the “Work Product”).

3. Ownership of Intellectual Property

3.1 Contractor-Owned Intellectual Property (Comprehensive)

All intellectual property, including but not limited to methodologies, analytical frameworks, algorithms, mathematical models, survey designs, sampling methodologies, statistical techniques, software (source code and object code), data-processing pipelines, formulas, heuristics, conceptual models, know-how, trade secrets, and derivative works, that are conceived, developed, authored, discovered, or reduced to practice by the Contractor, whether alone or in the course of providing services to ODSA, whether paid or

unpaid, and whether during or outside the term of this Agreement, shall be and remain the exclusive property of the Contractor.

This includes intellectual property developed:

- Specifically for ODSA;
- While performing contracted or volunteer services for ODSA;
- Using ODSA data, questions, or problem statements; and
- With or without compensation from ODSA.

No provision of this Agreement shall be interpreted as creating a “work made for hire,” joint authorship, or assignment of intellectual property to ODSA, except where expressly agreed in a separate written agreement signed by both parties.

3.2 Work Product Distinguished

For clarity, ownership of intellectual property shall be distinguished from the Work Product delivered to ODSA (e.g., reports, maps, summaries, briefing materials). Ownership of such Work Product remains with the Contractor, subject only to the license granted under Section 4.

4. License to ODSA

The Contractor grants ODSA a non-exclusive, perpetual, royalty-free license to use, reproduce, and distribute the Work Product solely for not-for-profit purposes aligned with ODSA’s mission.

This license does *not* extend to:

- Underlying models, methodologies, analytical tools, or frameworks;
- Commercial use;
- Sublicensing or transfer to third parties.

5. Commercial Use and Compensation

Any use of the Contractor’s intellectual property beyond the scope of this Agreement requires the Contractor’s prior written consent and a separate written compensation agreement.

6. Attribution

Where reasonable and appropriate, ODSA shall acknowledge the Contractor as the author or contributor of the Work Product.

7. Unpaid or Volunteer Services

The parties acknowledge that services may be provided on an unpaid or volunteer basis. Lack of compensation shall not affect intellectual property ownership or licensing terms.

8. Termination

Either party may terminate this Agreement at any time upon written notice. All provisions relating to intellectual property, licensing, attribution, and limitation of use shall survive termination.

9. Review and Ratification

This Agreement shall be reviewed and ratified by the first duly elected ODSA Executive within twelve (12) months of execution. If such review does not occur within that period, this Agreement shall remain in full force and effect unless and until amended or terminated by mutual written agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

SIGNED:

For ODSA (Authorized Officer):

Name: Daniel Andres

Title: Executive Founder


Signature: 

Date: December 12, 2025

For the Contractor:

Name: Daniel Andres

Business Name: Daniel Andres, sole proprietorship

Signature: 

Date: December 12, 2025

PART V – CODE OF CONDUCT

Purpose

To ensure that all members of ODSA act in good faith, align with the Association's mission, and contribute to a respectful, evidence-informed culture.

Member Expectations

Members shall: Act in alignment with ODSA's mission and objectives; Engage respectfully and constructively; Participate in good faith; Avoid deliberate disruption or misrepresentation; Base advocacy on evidence-informed reasoning.

Prohibited Conduct

Includes harassment, intimidation, procedural abuse, misrepresentation of ODSA positions, and misuse of ODSA affiliation for personal or commercial gain.

Enforcement

Violations may result in warning, suspension, or revocation of membership following written notice, opportunity to respond, and majority vote of the Executive.

PART VI – EXECUTIVE SAFEGUARD & INTERVENTION POLICY

Purpose

To provide narrowly defined authority for the ODSA Executive to protect the mission, integrity, and functioning of the Association.

Individual Membership

The Executive may suspend or revoke membership for violations of governance documents, the Code of Conduct, or actions that materially harm ODSA.

Branch Intervention

The Executive may place a Branch under review, suspend recognition, or revoke Branch status if the Branch acts outside ODSA's mandate, is subject to procedural abuse or capture, persistently violates policy, or falls below membership thresholds.

Procedure

All actions require written notice, opportunity to respond, and approval by majority vote of the Executive. Temporary emergency measures may be imposed subject to later review.

END OF ODSA FOUNDING PACKAGE