

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into and effective as of the 8th day of February, 2017.

BETWEEN

KEEWAYTINOOK OKIMAKANAK/NORTHERN CHIEFS COUNCIL

hereinafter "KO"

and

ONTARIO FIRST NATIONS TECHNICAL SERVICES CORPORATION

hereinafter "OFNTSC"

and

WALKERTON CLEAN WATER CENTRE

hereinafter "WCWC"

Individually referred to as a "Party" or collectively referred to as the "Parties".

#### BACKGROUND

- A. All Canadians, individually and collectively, share responsibility for building and sustaining healthy communities on behalf of present and future generations.
- B. The well-being of First Nations and ensuring healthy communities through safe potable water supplies is of mutual concern to the Parties.
- C. Human capacity building in the communities is of primary importance to the Parties.
- D. KO is a leading Aboriginal organization in the provision of services and training for First Nations' water and wastewater operations.
- E. OFNTSC provides technical training and advisory services to all First Nations in Ontario and fosters self-reliance.
- F. WCWC, an agency of the Government of Ontario, educates and supports clients as they address their water system risks in order to safeguard Ontario's drinking water.
- G. KO, OFNTSC and WCWC wish to collaborate to build capacity in First Nations communities through water operator training, certification and mentorship to support the First Nations in providing safe drinking water to their communities:

NOW THEREFORE the Parties agree as follows:

## PRINCIPLES

### Core Objective

1. For the purposes of this Memorandum of Understanding ("MOU"), the Core Objective of the Parties is to build capacity in First Nations communities through water operator training, certification and mentorship to support First Nations in Ontario in providing safe drinking water to their communities.

### Commitment

2. The purpose of this MOU is to record the commitment of the Parties to work collaboratively to achieve the Core Objective, and in particular to co-operate in the design and delivery of training, and in certification and mentorship, for water operators engaged in First Nations communities.

### Effect of MOU

3. This MOU is not intended to create legal relations or constitute a legally binding contractual agreement between the Parties. Where the Parties wish to establish formal legal relationships in relation to an initiative, they may enter into further negotiations leading to an enforceable contract.

## METHODS OF IMPLEMENTATION

### Collaborative Initiatives

4. It is recognized that each Party brings experience and ability to further the Core Objective and the Parties have determined that they will share responsibilities and undertake collaborative initiatives as follows:
  - 4.1. Each collaborative initiative will be undertaken pursuant to a formal agreement setting out a workplan, budget and the respective roles and responsibilities of each of the Parties participating in the delivery of the initiative (the "participating Parties"), which agreement shall be subject to approval by all of the Parties to this MOU.
  - 4.2. Each collaborative initiative will be funded from the resources provided by WCWC.
  - 4.3. Unless the Parties otherwise agree, WCWC will administer the funds for each collaborative initiative in accordance with WCWC's financial management policies.
  - 4.4. Wherever possible, instructors used in the collaborative initiatives will be indigenous or have extensive experience training indigenous operators.

- 4.5. Training will be provided, wherever possible, in locations which will minimize travel for First Nation operators.
- 4.6. Training delivery will be tailored to reflect the learning needs of participants and content may be modified to relate more closely to the experience of operators in FN communities.
5. Each workplan shall include metrics and mechanisms for evaluation to inform the Parties' judgments on whether the initiative advanced the Core Objective and represented good value for money. The Parties agree to share all such metrics and evaluations of collaborative initiatives under this MOU.
6. Unless the Parties expressly agree otherwise, the intellectual property rights in any training or other materials created for a collaborative initiative, including revisions or modifications of pre-existing materials, shall remain the property of the persons who created them.
7. Other opportunities to support First Nations in building capacity to provide safe drinking water in their communities will be explored and undertaken with the agreement of all Parties.
8. The Parties shall cooperate in the development and distribution of training materials and other information required for effective implementation of this MOU. The Parties will execute non-disclosure agreements to protect the confidentiality of information shared where necessary.

#### **Training Priorities**

9. The Parties agree that the design and delivery of collaborative initiatives should respond to the training priorities in First Nations communities and that at present those priorities are:
  - 9.1. Delivery of the Entry-Level Drinking Water Operator course (ELC) beginning with communities with boil water advisories
  - 9.2. Developing individualized training plans for indigenous operators
  - 9.3. Development of training and outreach for the leadership within First Nations to focus on the elements of a successfully managed drinking water system
  - 9.4. Development of training and outreach to First Nations management, for example, utility management, business planning, etc.
  - 9.5. Delivery of Director Approved Continuing Education within First Nations or regional hubs to address gaps in existing training.
10. All of the priorities identified in section 9 are of high importance and the Parties anticipate developing and delivering initiatives to address them simultaneously.

11. Additional training priorities will be determined by the Parties of the MOU based upon funding availability.
12. The Parties will review all training priorities from time to time and may modify them, by mutual agreement, to enhance the achievement of the Core Objective and to align them to the strategic priorities of the Trilateral Steering Committee.

#### COST SHARING

##### Arrangement

13. The Parties agree that for any collaborative initiative to be successful, along with the collaborative efforts outlined herein, an equitable cost-sharing model and arrangement must be determined and such model and arrangement will vary with the particular terms of a collaborative initiative. The Parties agree to negotiate a mutually acceptable cost sharing arrangement for each collaborative initiative as approved.

#### MEETINGS AND COMMUNICATIONS

##### Communications

14. The Parties agree to develop a communication protocol and to meet on a regular basis to ensure that the Core Objective is being met.

##### Regular meetings

15. Meetings can be called by any Party at the convenience of the other Parties and will include such representative or staff as each Party deems appropriate.
16. The scheduling of the meetings, including their frequency, location, timing and identity of participants, is to be mutually agreed to by the Parties in conjunction with prior approval of the meeting agenda.

#### TERM AND RENEWAL

##### Term

17. This Memorandum takes effect on the date of execution by the Parties and shall remain in effect for a period of three (3) years.
18. Notwithstanding the above, a Party may terminate this Memorandum at any time, without cause, upon ten (10) days written notice.

**Renewal**

19. This Memorandum may be renewed three (3) years after its commencement if the Parties are in agreement, evidenced by written acknowledgement of the Parties.

**GENERAL**

**Review of the Memorandum of Understanding**

20. This Memorandum will be reviewed by the Parties one (1) year after execution, or at any other time mutually agreed upon by the Parties. Amendments to the Memorandum may be made with the agreement of the Parties.

**Notices**

21. Where notice or other communication is required or permitted to be given pursuant to this MOU, it shall be in writing and may be delivered personally or by registered mail addressed as follows. These points of contact may be changed at any time by written notice from one Party to the others:

KEEWAYTINOOK OKIMAKANAK/NORTHERN CHIEFS COUNCIL

41C Duke Street  
Box 340  
Dryden, Ontario P8N 2Z1

ONTARIO FIRST NATIONS TECHNICAL SERVICES CORPORATION

Suite 206A  
200 South Syndicate Avenue  
Thunder Bay, Ontario P7E 1C9

WALKERTON CLEAN WATER CENTRE

20 Ontario Road  
Box 160  
Walkerton, Ontario N0G 2V0

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IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed in quadruplicate.

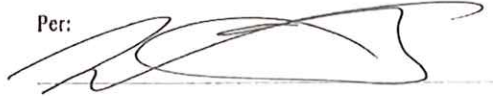
KEEWAYTINOOK OKIMAKANAK/NORTHERN  
CHIEFS COUNCIL

Per:



ONTARIO FIRST NATIONS TECHNICAL SERVICES  
CORPORATION

Per:



WALKERTON CLEAN WATER CENTRE

Per:

A. Martak April 21/2017