

THIS RENEWED MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into and effective as of the 20th day of August, 2020.

BETWEEN

KEEWAYTINOOK OKIMAKANAK/NORTHERN CHIEFS COUNCIL

hereinafter "KO"

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. 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.
- F. KO and WCWC wish to collaborate to build capacity in First Nations communities through training, certification and mentorship to support the First Nations in providing safe drinking water to their communities. The training includes elected leaders, managers, and drinking water operators

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 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 all those engaged in drinking water operation and management 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 a mutually acceptable and 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 consensus setting out a work plan, 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, and may be agreed and reflected in the minutes at any MOU meeting between the parties.
  - 4.2. Each collaborative initiative will be funded from resources provided by WCWC unless agreed otherwise. To the extent possible, the objective is always to provide training at no cost to participants.
  - 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 initiative shall include agreed metrics and mechanisms for evaluation to inform the Parties' judgments on whether the initiative has advanced the Core Objective and has

represented good value for money. The Parties agree to share all such metrics and evaluations 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 organization(s) which created them.
7. Any 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.

### **Training Priorities**

9. The Parties agree that the design and delivery of collaborative initiatives should respond to the training priorities in First Nations communities, including but not restricted to:
  - 9.1. Delivery of the Entry-Level Drinking Water Operator course (ELC) with priority to communities with boil water advisories
  - 9.2. Developing individualized training plans for indigenous operators
  - 9.3. Development of training and outreach for 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 and business planning
  - 9.5. Delivery of director approved continuing education within First Nations or within regional hubs to address gaps in existing training.
10. Additional training priorities will be determined by the Parties of the MOU based on mutual agreement and funding availability.

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.

### **COST SHARING**

#### **Arrangement**

11. The Parties agree to negotiate a mutually acceptable cost sharing arrangement for each collaborative initiative as approved.

## **MEETINGS AND COMMUNICATIONS**

### **Communications**

12. 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**

13. Meetings can be called by either Party at the convenience of the other Party and will include such representative as each Party deems appropriate.
14. 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**

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

### **Renewal**

17. 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**

18. 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**

19. 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

WALKERTON CLEAN WATER CENTRE

20 Ontario Road, Box 160  
Walkerton, Ontario N0G 2V0

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

KEEWAYTINOOK OKIMAKANAK/NORTHERN CHIEFS  
COUNCIL

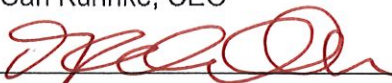
Per: Denis Nault, Program Manager



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WALKERTON CLEAN WATER CENTRE

Per: B. Carl Kuhnke, CEO



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