

NORTHEAST SUPERIOR REGIONAL BROADBAND NETWORK

Collaboration Agreement

10/3/2018

DISCLOSER: The “Network” derives their authority and mandate from the Councils of the participating First Nations and Municipalities. The “Network” is not empowered to enact bylaws or otherwise encroach the bylaw making powers of the First Nations or Municipalities. This version of the Northeast Superior Regional Broadband Network (NSRBN) Collaboration Agreement has been reviewed and approved by each community representative at the committee level and has received endorsement by way of Band Council Resolution and Resolution by each confirmed member noted in the agreement.

The purpose of this collaboration agreement is to provide guidance for how the Northeast Superior Regional Broadband Network (NSRBN), hereby referred to as the “Network” is to conduct business and in so doing, ensures consistency, transparency, accountability and success.

Northeast Superior Regional Broadband Network Collaboration Agreement

Background

The Northeast Superior Regional Broadband Network (NSRBN) has been formed with representatives from participating First Nations, and Municipalities and Economic Development Organizations in the Region. The group is focused on building a broadband network in every community to improve economic growth, resiliency and improved access to health and education services. The availability of adequate and affordable broadband for all citizens and stakeholders is important to the future of the entire region. The Northeast Superior Region can be a resilient, inclusive and collaborative area that uses state-of-the-art broadband technology and data to better the economy and quality of life for all.

Purpose

The purpose of this collaboration agreement is to provide guidance for how the group, hereby referred to as the “Network” is to conduct business and in so doing, to ensure consistency, transparency, accountability and success.

Scope & Duration

The Northeast Superior Regional Broadband Network Collaboration Agreement will guide the collaboration for the project beginning March 2018 and will end upon the completion of the project. This project does not have a definitive end date and may be considered completed at the end of the project implementation stage or a date otherwise determined by the “Network”.

Membership

Membership has been extended to a minimum of one member from each First Nation, and Municipality and Economic Development Corporation located within the Northeast Superior Region following the same boundaries as the Northeast Superior Mayors Group, who are knowledgeable about technological,

economic development and/or governance. The following have confirmed their community's commitment to the project by way of motion or resolution, therefore are confirmed members:

- Brunswick House First Nation;
- Chapleau Cree First Nation;
- The Township of Chapleau;
- The Township of Dubreuilville;
- The Township of Hornepayne;
- Michipicoten First Nation;
- Pic Moberg First Nation;
- The Municipality of Wawa;
- The Township of White River;
- Corporation du Développement Économique et Communautaire de Dubreuilville (CDEC)
- Economic Development Corporation of Wawa (EDCW)
- Northern Information Technology Geomatics Corporation (NITGC)
- Superior East Community Futures Development Corporation (SECFDC)

Membership On-Ramp

The "Network" recognizes there is strength in numbers and that the success of the project is dependent on every eligible community participating, therefore, for those communities who have opted not to participate at the onset, an open door policy has been created allowing them to join at a later date. Should a First Nation or Municipality be unable/choose not to accept Membership in the "Network" during the initial offering, the invitation to participate will stand until the point of development where a decision must be reached, i.e. securing funding for final project implementation stage. Should a community re-consider and decide to join the group after the project has begun, said community will be responsible for incurring all costs associated with bringing their community to a comparable level of preparedness as the rest of "The Network". This includes but is not limited to completing a gap and needs analysis, researching current status of connectivity, infrastructure gaps, conducting community based surveys etc. Communities who have elected not to join the "Network" will not receive regular project updates. Please contact any member of the "Network" to join at a later date.

Membership Off-Ramp

The “Network” recognizes that partnerships evolve and change over time; therefore should a member community decide to opt-out of the “Network” at any time over the life of the project, the following off-ramp mechanisms have been put in place to facilitate this transition.

- The member community agrees that any or all community contributions will not be refunded or credited upon disbanding from the “Network”;
- The member community will be entitled to any and all propriety data collected regarding their community up to the point of the completion of the project stage in which they disbanded;
- The member community may receive a copy of the final report upon request.

Project Lead & Working Group

The Corporation du Développement Économique et Communautaire de Dubreuilville (CDEC) will be the lead of the project . Responsibilities of the project lead include seeking, receiving and managing core funding for collaborative activities and managing administrative tasks associated with the project. A Working Group has been established in order to assist the CDEC and includes; the Superior East Community Futures Development Corporation (SECFDC), the Northern Information Technology and Geomatics Cooperative (NITGC) and is supported by the Ministry of Energy, Northern Development and Mines (MENDM). In the event that proposals for collaborative funding are only partially funded, the Working Group will assist in determining priorities for the use of funds awarded. Other members of the “Network” may from time to time, and if deemed appropriate and favourable for the benefit of the “Network”, seek alternative funding sources as part of this collaboration agreement. In all cases, the applying members will make best effort to bring applications to or at a minimum notify the “Network” of any funding applications.

Agreement Review

The Northeast Superior Regional Broadband Network Collaboration Agreement will be reviewed in its entirety annually by all members.

Authority and Mandate

The “Network” derives their authority and mandate from the Councils of the participating First Nations and Municipalities noted above.

The “Network” is not empowered to enact bylaws or otherwise encroach the bylaw making powers of the First Nations or Municipalities.

The authority and responsibility vested in the “Network” is a collective authority and responsibility; individual members of the “Network” have no specific authority in their own right.

Good Faith and Best Efforts

Members of the “Network” will at all times act in good faith and make the best efforts to ensure that the “Network” and any committees and/or working groups established by them, are effective and contribute to positive inter-governmental relationships.

Decision-Making

Consensus Model

Decision-making will be based on consensus. Consensus will have been achieved when the members of the “Network” in attendance at a meeting can accept the result and no one is absolutely opposed to any decisions made. If consensus is not achieved, it is incumbent upon the “Network” to work through the issues until consensus can be achieved. This will ensure that issues before the “Network” are not only dealt with but dealt with in a way that is based on trust and a respect for the autonomy and right of self-determination of the group. The intent is to ensure that decision-making by the “Network” is based on a philosophy of mutual benefit.

Acting Reasonably

All parties are expected to act reasonably and actively try to achieve consensus.

Timeliness

Notwithstanding the intent of these provisions, should the timeliness contemplated under them not be possible because of urgency to resolve the issue, then, at the discretion of the members, the matter may be decided by a process to be determined by them on a case-by-case basis.

Meetings

Unless otherwise specified, the “Network” agrees to meet once per month at a pre-determined time at the NITGC boardroom located at 3 Maple Street in Wawa, Ontario. One of the specified project leads

will be responsible for calling all meetings. Special meetings may be called under exceptional circumstances or to deal with matters deemed urgent.

Meeting Chair, Costs, Agenda, Minutes and Meeting Records

Meeting Chair

One of the specified project leads will be responsible for chairing all the meetings of the “Network”.

Meeting Costs

Costs associated with meetings of the “Network” will be kept to a minimum; however the following expenses will be managed as follows:

- Meeting space costs will be provided in-kind by the Municipality of Wawa;
- Each member community will be responsible for incurring the costs of meals and/or refreshments for a minimum of one meeting per year. At the end of each meeting, a volunteer community will be selected;
- Meals, refreshment and or rental expenses for special events will be shared proportionately amongst the group.

Agenda

One of the specified project leads will be responsible for coordinating the “Network” agenda and any supporting materials so that they can be distributed at least three (3) working days prior to each meeting. An effort will be made to have the Working Group review agendas prior to publication.

Minutes, Meeting Records and Files

One of the specified project leads will be responsible for taking the minutes of the “Network” meetings. All records and the master files related to the “Network” will also be maintained by the CDEC. The Working Group will provide support as required.

Information Flow

Information is an important commodity with both operation and political dimension. It is therefore important that in the multi-jurisdictional, geographically dispersed and multi-element environment that characterizes the Northeast Superior Region, appropriate information be shared accurately, transparently and consistently. As a principle, to the extent possible, the same information will be provided at the same time to members of the “Network”.

Disclosure

An equal effort will be made to ensure that each member community receives the same benefit. The “Network” cannot guarantee the success of this project or that every member community will be the recipient of the same level of service at the same time. All “Network” members will receive fair and equal consideration. The project will not be considered complete until all member communities have access to available, adequate and affordable broadband.