

MEMORANDUM OF UNDERSTANDING (MOU)

between

THE CANADA ENERGY REGULATOR (CER)

and

**THE SASKATCHEWAN FIRST NATIONS NATURAL RESOURCE
CENTRE OF EXCELLENCE Inc. (SFNNRCOE)**

(Hereinafter referred to collectively as the "Participants")

WHEREAS pursuant to the *Canadian Energy Regulator Act*, the CER regulates aspects of the energy industry in Canada including the construction, operation and abandonment of interprovincial and international pipelines, international and designated interprovincial power lines and offshore renewable energy projects;

AND WHEREAS the CER studies, reviews and reports on energy matters, including energy production, recovery, manufacture, processing, transmission, transportation, distribution, sale, purchase exchange, and disposal of energy and sources of energy in and outside Canada;

AND WHEREAS the CER is committed to advancing Reconciliation with Indigenous peoples and implementing of the United Nations Declaration on the Rights of Indigenous peoples recognizing that Indigenous peoples have the right to self-determination, realized through their governance, laws and practices;

AND WHEREAS the SFNNRCOE, incorporated pursuant to the *Canada Not-for-Profit Corporations Act* is mandated by the Lands and Resources Commission of the Federation of Sovereign Indian Nations to provide support and work with First Nation communities in creating opportunities for the innovative, sustainable and environmentally responsible development of the natural resources within their Treaty Lands and Indigenous territories;

AND WHEREAS the Participants enter into this MOU committed to embarking on a journey of Reconciliation together and building a relationship based on the recognition of rights, respect, co-operation and in the spirit of true partnership;

AND WHEREAS the Participants enter into this MOU to share information and promote effective cooperation in areas of mutual interest and benefit, and, through the sharing of information and cooperative activities, support the Participants in their respective mandates.

THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1.0 PURPOSE

The purpose of this MOU:

1. establish a framework that supports the Participants as they explore opportunities for effective cooperation and collaboration, including with respect to a specific energy information project, hereafter referred to as the **Saskatchewan Treaty Lands Energy Data Project (Project)**.
2. enable funding in support of the CER working with the SFNNRCOE, including to advance the **Project**.

2.0 AREAS OF COOPERATION AND COLLABORATION

The Participants are committed to working together through ongoing dialogue and information exchanges on matters within their respective mandates and relating to:

- energy infrastructure, including well sites and pipeline facilities, on Saskatchewan Treaty Lands;
- energy information and data that is relevant and beneficial to Indigenous peoples and communities;
- the collection, management and publication of energy information and data arising from the Participants' efforts pursuant to this MOU;
- effective communication strategies and publication mediums, including storytelling and publications in Indigenous languages; and
- any other activities that are of mutual interest and benefit to the Participants.

2.1 EXPECTED BENEFITS OF COOPERATION AND COLLABORATION

The Participants expect the following benefits from their cooperation:

- Increased understanding of geospatial location of energy infrastructure in relation to Treaty Lands.
- Increased ability to create and share energy information that is relevant to Indigenous peoples and communities.
- Increased understanding of each Participant's area of expertise, their knowledge, processes, and ways of working together toward common goals.
- Moving from understanding to sharing and supporting our institutions and organizations with our shared expertise and knowledge.
- Gain a deeper understanding of traditions and culture of Indigenous peoples.

3.0 SASKATCHEWAN TREATY LANDS ENERGY DATA PROJECT CHARTER

The Participants will work together to develop a Project Charter. The Project Charter will be the governing document for the Project and will include the following information:

- Specific goal of the Project, which is to initially (2022-2023) create a public data set of wells on Saskatchewan Treaty Reserve Lands (Treaties 2, 4, 5, 6, and 10);
- Roles and responsibilities of the Participants, including any CER on-boarding/training activities and cultural competency/protocols;
- Requirements for engagement and consultation;
- The Participants' respective and joint deliverables, including:
 - Processed data (CSV files, markdown files, etc.);
 - Code;
 - Document outlining methods; and
 - Map, dashboard, or publishable report/article, video with narrative, etc.;
- The Participants' respective rights and obligations regarding approvals, access, use and disclosure (publication) of information and documents that are shared or created through this Project;
- Measures to ensure that Indigenous and traditional knowledge provided in confidence is at all times protected and kept confidential;
- The Participant's respective intellectual property rights as it pertains to information and data shared or created through this Project;
- Measures to ensure that any Indigenous and traditional knowledge shared through this MOU is owned and controlled by Indigenous peoples in accordance with their own laws and practices as confirmed by the Article 31 of the United Nations Declaration on the Rights of Indigenous Peoples;
- Timelines for when work/deliverables are due; and
- Future year work plans will be developed and determined jointly for 2023-2025.

Where SFNNRCOE performs work or provides services in furtherance of this MOU, it is, at all times, an independent contractor. Accordingly, SFNNRCOE has sufficient resources to adequately perform the work under this MOU and will provide its own equipment and staffing.

4.0 INTELLECTUAL PROPERTY & PUBLISHING RIGHTS

The CER will exchange information and data on energy matters that are in the public domain and that can be used, shared, and disclosed without breaching any privileged or confidentiality concerns. For clarity, SFNNRCOE will not be accessing CER Protected A, B or Confidential documents.

The SFNNRCOE will exchange information and data on matters that may not be publicly available or is confidential in nature (e.g., Indigenous Knowledge, provided in confidence) and will clearly identify the information as such.

The CER will take effective measures to recognize and protect confidential information and the intellectual property rights of those Indigenous peoples to whom the information belongs.

The Participants agree that any newly created records, data, information, reports and items of a similar nature arising from the work or deliverables produced pursuant to this MOU or the Project will belong to Canada, for the reasons set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*:

- a purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

Notwithstanding Canada's intellectual property rights, the Participants agree that SFNNRCOE has the right to publish or report on Project deliverables.

For clarity, the Participants agree that Indigenous Knowledge shared pursuant to this MOU will be retained by the Indigenous peoples who shared it and it will not become the property of Canada.

The Participants may make this MOU and any amendments to it, publicly available. The Participants agree that a joint communications plan will be developed for the MOU and will coincide with the signing.

5.0 FUNDING

5.1 MAXIMUM AMOUNT

The maximum amount of funding payable under this MOU, inclusive of the Project, shall not exceed \$40,000.00 per fiscal year (April to March).

5.2 PAYMENT FOR SERVICES

The CER will pay SFNNRCOE for services up to the maximum amount, inclusive of all taxes and General and Administration fees. Payment will be monthly, based on the following:

- Upon receipt of invoice with details attached (excel spreadsheet with name of person, the date, number of hours they worked, and description of what they worked on). Details are important for audit purposes and support the total hours billed in the invoice.
- SFNNRCOE will provide a signed invoice to CER for work completed. Invoices shall be sent via e-mail to the CER designate, named below.
- To meet the business and taxation records requirement for payment, CER will need SFNNRCOE to provide its Business Number (BN).
- CER will process the invoice and issue payment according to the details of the MOU and within 30 days of the date the invoice is received by CER. Payment may be delayed if required details are missing from the invoice.
- The annual maximum amount is based on an hourly rate of \$110.00 per hour for a maximum of 600 hours plus 15% general and administrative overhead and 5% GST, if applicable.
- The work location will be at SFNNRCOE and no travel to the CER is required.

Funds disbursed by CER are to be expended directly and solely for the purpose of delivering the MOU, inclusive of the Project.

Notwithstanding any other provision in this MOU, the obligation of the CER to make any payment is subject to the *Financial Administration Act*, (R.S.C. 1985 c. F. 11) and funds being allocated internally by CER for the purpose of this MOU.

6.0 KEY CONTACTS REGARDING ADMINISTRATION OF THIS MOU

The following are the titles of each designate and their contact information for the purposes of carrying out this MOU:

FOR THE CER

Anastassia Manuilova
Vice-President
Energy Information
Canada Energy Regulator
Unit 210, 517 10th Ave SW
Calgary, AB T2R 0A8
T. 403-605-0957
anastassia.manuilova@cer-rec.gc.ca

FOR SFNNRCOE

Sheldon Wuttunee
President/CEO
Saskatchewan First Nations Natural
Resource Centre of Excellence
322 – 2555 Grasswood Road East
Saskatoon, SK S7T 0K1
T. 306-249-0533
ceo@skfncentre.ca

If you have questions or need assistance with the MOU, regarding the Project or with respect to invoicing please contact the CER designate.

7.0 GENERAL PROVISIONS

7.1 Amendment

This MOU may be modified or amended at any time, but only with the written approval of the Participants, as executed by their duly authorized representatives.

7.2 Term

This MOU will expire three years from the Effective Date, unless the Participants, through their duly authorized representatives agree in writing to renew the MOU.

7.3 Termination

This MOU may be terminated at any time, by either Participant, provided they have given at least two (2) months' notice in writing to the other Participant. Notice shall be provided in writing and signed by the Participant's authorized representative.

8.0 Effective Date

This MOU will commence and take effect upon the date of the last Participant's signature.

**AUTHORIZED REPRESENTATIVE
FOR THE CER**

Original signed by _____

**Gitane De Silva
Chief Executive Officer
Canada Energy Regulator**

Date: 1 December 2022

**AUTHORIZED REPRESENTATIVE FOR
THE SFNNRCOE**

Original signed by _____

**Sheldon Wuttunee
President/CEO
Saskatchewan First Nations Natural
Resource Centre of Excellence**

Date: 1 December 2022

SCHEDULE A

DEFINITIONS

General and Administrative Expenses – Expenses incurred for the overall operations and management of the organization, including salaries, wages and benefits for executives and staff not directly involved in production; rent, property taxes, and utilities; accounting and legal expenses; and office supplies and computer equipment.

Project – refers to the CER and SFNNRCOE Saskatchewan Treaty Lands Energy Data Project.

Saskatchewan Treaty (Reserve) Lands - Treaties 2, 4, 5, 6, and 10.