



## MEMORANDUM OF UNDERSTANDING

Between

**All Nations Trust Company**

an Aboriginal-owned financial institution, having offices located in Kamloops, BC

and

**First Nations Technology Council,**

a society incorporated under the *Society Act* (BC), having offices located in West Vancouver, BC

and

**First Nations Health Council,**

a First Nations council, having offices located in West Vancouver, BC

### WHEREAS

- A. **All Nations Trust Company** ("ANTCO") is an Aboriginal Financial Institution incorporated as a trust company and operating in BC since November 1987. ANTCO has 200 shareholders comprised of Aboriginal bands, tribal councils, corporations, organizations and individuals in BC. The company has a current asset base in excess of \$13 million. ANTCO, and its wholly-owned subsidiary All Nations Development Corporation, offers a wide range of financial products and services, including trust services, business loans, residential mortgages, band-administered mortgages and social housing mortgages. As a registered trust company ANTCO is regulated under the BC Financial Institutions Act;
- B. **First Nations Technology Council** ("FNTC") is a society, incorporated under the *Society Act* (BC) and was originally established as a committee and mandated by resolution of the First Nations Summit "to develop a First Nations Technology Plan for First Nations in British Columbia which will address technology issues including: a) high speed internet connection, and b) technology

- skills development, and c) development of technical support.” The FNFC was later endorsed by the Union of BC Indian Chiefs and the BC Assembly of First Nations. The FNFC is duly mandated to serve and assist First Nations in BC in their achievement of: industrial grade connectivity; increased technical capacity; the development of technical support; and the revitalization of culture and languages using technology. The FNFC’s efforts to secure funding for connectivity came to fruition in 2008 with the release of \$22.5 million in funding for the connectivity and capacity building initiatives;
- C. **First Nations Health Council** (“FNHC”) is a council established by the First Nations Summit, the Union of BC Indian Chiefs and the BC Assembly of First Nations to oversee the implementation of the *Transformative Change Accord: First Nations Health Plan* and the *Tripartite First Nations Health Plan*. These 10 year health plans are intended to close the health gaps that exist between BC First Nations peoples and other British Columbians.
- D. **First Nations Connectivity initiative** (“Connectivity initiative”) is a fund with an initial capitalization of \$17.5 million (\$10.0 million from Province of BC plus \$7.5 million from Health Canada) for the purpose of supporting initiatives which contribute to the installation and where necessary last mile systems, needed to provide connectivity to 203 First Nations in BC. The connectivity component includes the infrastructure to provide high-speed connectivity to all 203 First Nations and industrial connectivity to as many First Nations communities as funding will allow. It also includes the installation of last mile systems, where necessary, for the distribution of broadband within the communities;
- E. **First Nations Information and Communications Technology (ICT) Capacity Building initiative** (“Capacity Building initiative”) is a fund with an initial capitalization of \$5.0 million for the purpose of supporting initiatives focusing on digital literacy and technical skills development required for access to technology to be effective and for benefits to be realized;
- F. **Health initiatives:** One of the key action areas in the *Transformative Change Accord: First Nations Health Plan* and the *Tripartite First Nations Health Plan* is the establishment of a fully integrated clinical telehealth network for BC First Nations. As part of the commitment to this action item, Health Canada has committed an initial \$7.5 million to the First Nations connectivity initiative with an additional \$10 million to follow to support connectivity to First Nations communities in support of First Nations Telehealth. In addition, the FNHC through the a cooperative effort with its government partners and a First Nations health organization, is in the process of creating an eHealth Centre of Excellence which has been instrumental in securing funding in the amount of \$4.5 million from Canada Health Infoway for a First Nations telehealth expansion project;
- G. Pursuant to a proposal submitted by ANTCO, on March 31, 2008 the Province of British Columbia transferred to ANTCO by way of an unconditional grant: \$17.5 million for the purpose of furthering the aims of the First Nations Connectivity initiative; and \$5.0 million for the purpose of furthering the aims of the First Nations ICT Capacity Building initiative; and
- H. ANTCO and the FNHC have agreed to develop a proposal to secure the additional \$10 million from Health Canada to be pooled with the initial \$17.5

million unconditional grant with a focus to ensure the new monies are targeted at connectivity in a manner that is supportive of First Nations telehealth initiatives.

## **AGREEMENT TO WORK IN MUTUAL COOPERATION AND SUPPORT**

1. ANTCO, FNTC and FNHC agree that each organization brings to these initiatives many unique and complementary skills, experience and resources. ANTCO, FNTC and FNHC further agree that the interests of First Nation communities in BC are best served through a strategic collaboration between ANTCO, FNTC and FNHC.
2. ANTCO further recognizes and acknowledges the knowledge, expertise and commitment of FNTC to the success of the connectivity and capacity building initiatives, and is prepared to enter into a contractual relationship with FNTC for the purchase of related technical and advisory services, subject to budgetary and other constraints and conditions to be negotiated.
3. ANTCO further recognizes and acknowledges the role of the FNHC in the implementation of the *Transformative Change Accord: First Nations Health Plan and the Tripartite First Nations Health Plan*, which includes action items related to the creation of a fully integrated clinical telehealth network for BC First Nations and that this work must be coordinated with the overall approach for connectivity of First Nations communities.
4. ANTCO further recognizes and acknowledges the role of the FNTC and the FNHC in reporting to First Nations leadership and communities for the work undertaken as part of their respective mandates.
5. The parties recognize and acknowledge the role of First Nations leaders (including the three First Nations political organizations in BC – the First Nations Summit, the Union of BC Indian Chiefs and the BC Assembly of First Nations - that collaborate through the First Nations Leadership Council) in the successful achievement of our common goals through resolutions of support from these three First Nations organizations.

## **OBJECTIVES**

6. **The parties agree that the major objectives of the project are:**
  - a) **First Nations Connectivity initiative:**
    - i) Establish and maintain a coordinated effort amongst many stakeholders including First Nations organizations, First Nation communities, the Province of BC, federal government departments and agencies, and industry;
    - ii) Provide for the installation of consumer connectivity to First Nations communities in BC;
    - iii) Provide for the installation of industrial connectivity to as many First Nations communities as funding will allow;
    - iv) Provide for the installation of last mile systems, where necessary, for the distribution of broadband within communities;
    - v) Leverage preferential pricing from industry suppliers; and

- vi) Enable and support current strategic initiatives, such as the *Transformative Change Accord: First Nations Health Plan* and the *Tripartite First Nations Health Plan* and others.
  
- b) **First Nations ICT Capacity Building initiative:**
  - i) Establish and maintain a coordinated effort amongst many stakeholders including First Nations organizations, First Nation communities, the Province of BC, federal government departments and agencies, and industry;
  - ii) Support First Nations-led digital literacy and technical skills development required for access to technology to be effective and for benefits to be realized;
  - iii) Ensure that training and capacity development is delivered in the most effective and appropriate manner; and
  - iv) Provide access to a suite of computers, where necessary, so that each of the First Nations can upgrade or establish and maintain a computer access centre if they so desire;

## MAJOR TASKS AND DELIVERABLES

### 7. The parties agree that the major tasks and deliverables may include the following:

- a) **First Nations Connectivity initiative:**
  - i) Develop partnerships and a service delivery model for the dissemination of funds;
  - ii) Develop and support a partnership approach with the corporate sector and other key partners;
  - iii) Conclude contracts for the provision of broadband;
  - iv) Conclude contracts for the provision of last mile systems;
  - v) Ensure funding allocations are made in support of connectivity to First Nations communities, in accordance with the standards set out in the *Connecting Communities Agreement* (as a general guideline it is expected that funding allocations will not exceed 85 percent of the total funds, in order to ensure that funds remain available for last mile distribution systems);
  - vi) Ensure that funds allocated for last mile distribution systems are allocated equitably across communities and organizations (as a general guideline it is expected that last mile funding allocations will not exceed 15 percent of total funds, recognizing that the majority of funding will be required to establish community connectivity);
  - vii) Ensure the additional \$10 million funding provided by Health Canada is applied to establishing connectivity for First Nations communities in a manner that supports the implementation of the *First Nations Telehealth Expansion Project*; and
  - viii) Develop tools and mechanisms for publicizing the success of the programs.
  
- b) **First Nations ICT Capacity Building initiative that may include the following:**
  - i) Establish agreements with suppliers for the provision of computers to identified first Nations communities;
  - ii) Develop criteria for training and support projects;

- iii) Establish contracts with third parties for the provision of criteria-based training and support for First Nations;
- iv) Ensure rural and urban first Nations communities have local access to public computing facilities where necessary and as funds allow;
- v) Establish agreements with suppliers for the provision of software and software licenses to identified First Nations communities;
- vi) Develop and support a partnership approach with First Nations, the corporate sector and other key partners to foster greater coordination, information sharing and strategy development; and
- x) Develop tools and mechanisms for publicizing the success of the programs.

## **ROLES AND RESPONSIBILITIES**

### **8. The parties agree that the major role of ANTCO is to:**

- a) Assume overall financial management responsibilities, consistent with ANTCO's constitution and bylaws regarding investments, distribution of funds, payment of any taxes and/or assessments incurred, monitoring and publicly reporting at regular intervals;
- b) Manage the funds and develop, implement and monitor investment other fiduciary policies and procedures as are required to safeguard the trust funds;
- c) Establish such other systems, procedures and policies as are necessary and appropriate to establish internal controls, ensure the safety of fund capital and ensure that Connectivity and Capacity Building disbursements are made in accordance with the aims of: 1) the fund, and 2) the direction of the Steering Committee;
- d) Provide the lead on the Connectivity initiative;
- e) Provide both administrative leadership and support to the Connectivity and Capacity Building initiatives;
- f) Disburse funds related to project work and deliverables;
- g) Participate on committees and working groups, if any;
- h) Participate in contract negotiations with vendors;
- i) Maintain representation on all committees and working groups, as necessary;
- j) Monitor fund activity and performance, and provide financial reports;
- k) Provide project progress and performance reports on a quarterly basis;
- l) Provide reports to FNTC and the FNHC of the kind and nature required by FNTC and the FNHC to meet their internal reporting requirements, as well as reporting requirements to First Nations and the three provincial First Nations organizations (First Nations Summit, Union of BC Indian Chiefs and BC Assembly of First Nations); and
- m) Develop mechanisms for timely and comprehensive reporting to all partners, stakeholders and public investment strategy entities.

### **9. The parties agree that the major role of FNTC is to:**

- a) Participate as both a leader and team member on all technical aspects of the initiatives and, in particular, provide the lead on the Capacity Building initiative and provide support to the Connectivity initiative;
- b) Provide technical and advisory services to ANTCO for the overall project;
- c) Participate in contract negotiations with vendors as required and appropriate;
- d) Maintain representation on all committees and working groups, if any; and

- e) Take a lead role to implement a communication strategy to report progress to First Nations Leadership and communities.
10. **The parties agree that the major role of FNHC is to:**
- a) Participate as both a leader and team member on all technical aspects of the initiatives as it relates to First Nations eHealth;
  - b) Provide both leadership and support to the initiatives;
  - c) Participate in contract negotiations with vendors as required and appropriate;
  - d) Maintain representation on all committees and working groups, if any; and,
  - e) Work together with the partners to implement a communication strategy to report progress to First Nations.
11. **The parties agree that they shall jointly:**
- a) Establish a joint First Nations Connectivity and Capacity Building Steering Committee to provide overall direction and guidance to the project, that will be guided by a jointly developed Terms of Reference and be comprised of six members as follows:
    - o ANTCO shall designate two individuals;
    - o FNHC shall designate two individuals; and
    - o FNHC shall designate two individuals;
  - b) Determine the full scope of the project (note: the current scope of the project includes the infrastructure to provide high speed connectivity to un-served and under-served First Nations, last mile connections, digital literacy (including computers for a First Nations-sponsored computer access centre and training, should that be required in the community), and technical ICT training support for First Nations;
  - c) Develop a Strategic/Business Plan to achieve the overall collective goals and objectives of the Connectivity and Capacity Building initiatives, achieving specific project objectives and distributing the funds;
  - d) Draft a set of Terms of Reference to address the operation of the fund, engagement of appropriate resources, leveraging further partnerships and regular reporting to stakeholders, and draft conflict of interest guidelines; and
  - e) The ANTCO , FNHC , and the FNHC shall be provided with project financial statements, produced by ANTCO, on a quarterly basis.

## **DECISION-MAKING PROTOCOL**

12. **The parties agree that:**
- a) all decisions of the Steering Committee will be made with the best interests of First Nation communities in mind, and in consideration of the priorities established in the business plan;
  - b) they will strive to make all decisions by consensus;
  - c) they will jointly establish of any/all permanent or ad hoc committees or working groups which will include the drafting of terms of reference and other working documents; and
  - d) a quorum for any meeting related to this MoU will require at least one representative from each party being present.

## **COMMUNICATIONS & INFORMATION SHARING**

13. **The parties agree to:**
- a) conduct their discussions based on the principles of respect, trust, openness and cooperation,

- b) share all relevant information as necessary to ensure each party individually, and the parties collectively, can fulfill their roles and responsibilities in meeting the objectives of the overall project,
  - c) provide information in a timely manner, and
  - d) Clarify any confidentiality requirements required by any party and not share such information unless otherwise agreed.
14. Unless otherwise agreed, information shared outside of meetings shall be addressed to the following individuals on behalf of each of the parties:
- a) The Chief Executive Officer, on behalf of ANTCO:  
#208 – 345 Yellowhead Highway  
Kamloops, BC V2H 1H1  
250-828-9770  
ruthdw@antco.bc.ca
  - b) Coordinator, on behalf of FNTC  
#1200 – 100 Park Royal  
West Vancouver, BC V7T 1A2  
604-926-9903  
SHanley@fntc.info
  - c) Senior Director, on behalf of FNHC  
#1205 – 100 Park Royal  
West, Vancouver, BC V7T 1A2  
604-913-2080  
JGallagher@fnhc.ca
15. Each party is responsible for notifying the other two parties of any changes to their contact information.

## **DISPUTE RESOLUTION**

16. The parties agree that:
- a) any dispute regarding the interpretation or implementation of this MOU will be resolved only by FNHC, FNTC and ANTCO and will not be referred to any other third party mechanism for arbitration or settlement;
  - b) in the event of a dispute, any party may provide notice to the other parties describing the nature of the dispute and, in that event, the parties shall immediately proceed to negotiate in good faith to resolve the matter to the mutual satisfaction of the parties; and
  - c) for the purpose of this MOU, a “dispute” means any controversy, dispute, disagreement or claim whatsoever arising out of or relating in any way to this MOU, including any matter concerning the effect, content, interpretation or application of this MOU, or rights and obligations of any party arising hereunder.

## **TERM**

17. This MoU will remain in place for the duration of this initiative unless otherwise terminated in writing with 30 days notice by one or more of the parties.

If the MOU terminates, the parties will meet following termination to discuss the development of a replacement mechanism to fulfill their respective obligations.

**REVIEW**

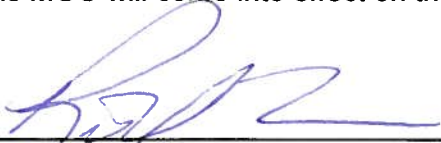
- 18. The parties agree to review the effectiveness of this MoU on an annual basis, or as otherwise agreed.

**EFFECTIVE DATE**

19. **Effective Date**

This agreement represents a commitment by ANTCO, FNHC, and FNHC to define an effective strategic relationship and is not a legally binding agreement and does not carry any force in law.

This MOU will come into effect on the date of the last signature.

  
\_\_\_\_\_  
On behalf of All Nations Trust Company

Dec. 18/08  
Date

  
\_\_\_\_\_  
On behalf of First Nations Technology Council

2008.12.18  
Date

  
\_\_\_\_\_  
On behalf of First Nations Health Council

Dec 18/08  
Date