

MEMORANDUM OF UNDERSTANDING

Between

The Aboriginal Firefighters Association of Canada (“AFAC”)
 (“AFAC” known as “National Indigenous Fire Safety Council” (“NIFSC”))

And

[Council of Canadian Fire Marshals & Fire Commissioners]

(Collectivity “the parties”)

Purpose

This MOU is intended to form a Collaboration Agreement between the two parties to contribute where possible and practical, research through scientific participation or other contributions.

Preamble

The purposes of the Association are to:

- A) Provide national coordination and collaboration to improve fire safety in all Indigenous communities across Canada to protect and enhance the quality of life, health and safety including the development and implementation of the National Indigenous Fire Safety Council and the service delivery arm (Indigenous Fire Marshal Service).
- B) Define service levels and deliver fire prevention programs, liaise with national non-Indigenous organizations to promote Indigenous representation and perspectives, promote NFPA standards and support the development of a national fire reporting system.
- C) Promote the evolution of a National Indigenous Fire Protection legislation developed by First Nations leaders, promote adoption of Building & Fire Codes, support the development of a national building inspection framework and support communities’ abilities to meet insurance standards.
- D) Develop and support operational fire service standards, enhance community based Indigenous fire service, collaborate with regional organizations to support communities, and enhance level of service standards.

Consequently, the parties recognize the importance of strengthening the relationship between [Council of Canadian Fire Marshals & Fire Commissioners] and the “National Indigenous Fire Safety Council.” The parties will work together, to the extent possible, to harmonize research, educational programs and the needs of public service.

General Scope

Each Party may offer to the other opportunities for activities and programs, such as research, teaching, exchange of researchers and (in the case of educational institutions) advanced graduate students, and research staff development, all of which will foster a collaborative research relationship.

Specific Activities

Specific research activities and programs implemented under authority of this MOU will be subject to availability of funds and the approval of each Participant's authorized representatives. The Participants contemplate possible implementation of programs or activities such as:

- A) joint research, cultural, and educational activities;
- B) exchange of researchers and, in the case of educational institutions, faculty members and advanced graduate students for research lectures and discussions;
- C) participation in seminars and research meetings; and,
- D) exchange of research materials, tools, publications, and other information.

Tasks for Participants

Each Party will maintain regular and reasonable contact with the other Participant and engage in discussions regarding general research activities. Further, each Participant will nominate a member(s) of its senior staff to be responsible for overseeing matters pertaining to this MOU.

Term

This Agreement will enter into force as of the Effective Date and will terminate on *< end date >*, unless sooner terminated in accordance with the conditions outlined under the section on Termination below, or upon the written agreement of the Parties.

Termination. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. In the event of termination, the "National Indigenous Fire Safety Council" will be entitled to credit for work performed. Nothing in this agreement shall rescind the obligations that may have accrued or the rights and privileges of either Party up to the date specified in the Termination Notice.

If either Party:

- A) breaches or defaults under any term or condition of this Agreement and such breach or default is not remedied within thirty (30) days from the time of receipt of a written notice from the other Party; or,
- B) becomes bankrupt or insolvent;

this Agreement shall be immediately terminated.

The undersigned agree to all the principles outlined in this MOU dated this 28 day of November, 2020.

National Indigenous Fire Safety Council (“NIFSC”)



Name: Blaine Wiggins

Date: December 01, 2020

Title: Executive Director

[COUNCIL OF CANADIAN FIRE MARSHALS & FIRE COMMISSIONERS]



Name: Harold Pothier

Date: November 28, 2020

Title: Executive Director