

MEMBERSHIP AGREEMENT **Northern Analyst Collective**

Agreement made on **XXXX** between **Northern Policy Institute/institut des politiques du Nord**, hereinafter called "NPI/IPN", and the **XXXX**, hereinafter called "**Member**".

Project Description

The Northern Analyst Collective, a project of Northern Policy Institute, will allow Members to "time share" a professional policy analyst or other expert. By merging collective resources, we can ensure that the smallest municipality or local charity can access high-end skills at an affordable cost. The expert's salary and benefits are covered in part by NPI/IPN and our sponsors, and in part through the membership fees paid by participating organizations.

Membership Objectives

Without limiting the generality of the foregoing, the objective of this membership is to:

XXXX
XXXXXX
XXXXXXX
XXXXXXXX
XXXXXXXXX
XXXXXXXXXX

Membership Privileges

All Members receive:

- If appropriate, a laid out final document for public release – this document can be branded for the Member, or it can be branded as a publication of the Northern Analyst Collective. In either case NPI/IPN's role will be cited on the inside cover.
- Full French translation where reasonably necessary and appropriate.
- The ability to draw on a professional researcher (in ½ day increments) up to a maximum of:
 - Platinum Membership: 45 days
 - Gold Membership: 30 days
 - Silver Membership: 15 days
 - Bronze Membership: 5 days
 - Basic Membership: 2 days

These days can be booked as a block or in a series of blocks and can be used for one project or for several. At the member's discretion subject to NPI/IPN agreement on the project proposal.

Integrity of the Research and Research Findings

NPI/IPN reserves the right to reject a proposed project at our sole discretion based on concerns around appropriateness, efficacy, viability, data reliability, or data availability. Where NPI/IPN has such concerns, every effort will be made to reach an accommodation with the Member before a project is rejected outright. In situations where no accommodation can be reached between the Member and NPI/IPN, membership refunds may be considered and granted on a case-by-case basis. Where the project involves primary data collection in any form (including, but not limited to, surveys, focus groups, key informant interviews, public sessions, workshops, etc.) NPI/IPN commits to consulting with the Member as to the representativeness of the organizations or individuals selected to participate and the questions to be used.

NPI/IPN reserves the right, at our sole discretion, to limit the direct participation of the Member (or individuals closely connected to the Member) in data collection activities where such participation will, or could reasonably be perceived to, undermine the independence of the research effort, or otherwise negatively influence the resulting data.

Where NPI/IPN has such concerns, every effort will be made to reach an accommodation with the Member before their participation is restricted. In situations where no accommodation can be reached between the Member and NPI/IPN, and the Member is not prepared to remove themselves or their associates from the process, membership refunds may be considered and granted on a case-by-case basis.

NPI/IPN and the Member will treat all draft materials and project correspondence as private and confidential. **Access to draft materials and project correspondence received by the Member will be restricted to senior staff or senior volunteers of the Member, or other designated parties as agreed upon in writing between NPI/IPN and the Member.** Such agreement not to be unreasonably withheld.

Format

The Expert working on the Member's project will be selected by NPI/IPN. The Member will have every opportunity to communicate with the Expert regarding the Member's requirements generally and project objectives specifically. The President of NPI/IPN or their designate should always be copied on any requests made under this agreement by the Member to the Expert.

The Member will provide the Expert with all information available to the Member which may be useful in determining the scope of the project work and in furthering that work. Such use will be subject to any terms, conditions, or limits on usage agreed to by the Member.

It is the Member's responsibility to communicate clearly and explicitly to both NPI/IPN and the Expert the limits on the data or material provided by the Member. The Member will review all draft material and approve any material for public release or use beyond NPI/IPN and Member staff or contractors. Such approval means that the Member

accepts all responsibilities for adhering to any constraints on use of third-party sourced material and public dissemination, and any liabilities attached thereto.

Where comparable data or material can be secured directly by NPI/IPN through publicly available channels the above limits will not apply. NPI/IPN or the Expert may also source additional information from existing or forthcoming NPI/IPN data sets or reports or from other sources. Inclusion of this additional material will only be done after discussion with the Member.

The Expert will fully source and reference all assertions.

The Expert will submit the requested material, prepared in a style accessible to the "Educated lay reader" (defined as someone with an informed interest in the subject, but not a subject expert) and conforming to the "NPI/IPN Style Guide".

The drafts may be submitted by NPI/IPN to an external reader or readers for evaluation. **The final decision on whether materials produced under this agreement are publishable lies with the President & CEO of the Institute**, after consultation with the Member, the Expert, and the outside readers. NPI/IPN and the Member will agree on the medium, manner, and timing of publication. Such agreement not to be unreasonably withheld by either party.

A decision on publication, positive or negative, will have no bearing on the consumption of time allocated under this Membership Agreement. Time used to research and develop any report will be tracked against the Members entitlement and that entitlement will reduce as the time is used.

Where a Member elects to publish a document NPI/IPN has rejected for publication they can only do so with NPI/IPN's express written consent and after having provided appropriate written assurances that the Member will assume all potential liabilities resulting from such publication, holding NPI/IPN free of any risk or harm.

Payment, Term, and early Termination

Membership fees are due in full within 30 days of the signing of this agreement. Renewal fees, if applicable, are due eleven months after the start date of this agreement.

The contract term begins on the first day of **XXXXX** and expires twelve calendar months after that date. In the case of three-year or five-year agreements the term ends thirty-six or sixty months after the day on which the term begins. NPI/IPN will issue invoices for the appropriate amounts when they are due.

This agreement may be terminated by either party on any annual anniversary date provided the party wishing to terminate the agreement has provided sixty days notice and all obligations accruing up to the termination date are completed in full by the terminating party.

As this is a membership arrangement allowing a group of partners to collectively share the time of a professional Expert or Experts, and not a fee for service arrangement, no HST will be payable.

Please indicate below which membership level you are choosing:

- Platinum - \$9,000 (\$200 per day)
- Gold - \$6,300 (\$210 per day)
- Silver - \$3,300 (\$220 per day)
- Bronze - \$1,150 (\$230 per day)
- Basic - \$500 (\$250 per day)

Members who commit to a three-year subscription to the Northern Analyst Collective at the above annual rate will receive a 5 percent discount. Members who commit to a five-year subscription will receive a 10 percent discount. Please indicate below whether you wish to sign up for a one year, three-year or five-year membership.

- One year.
- Three years.
- Five years.

A summary of days / half days worked on the Member's project will be submitted by the Expert via email to NPI/IPN at the end of each project. NPI/IPN will then document the amount of days / half days remaining for the Member.

Booking

Booking the services of the NPI/IPN Expert must be provided at least one month in advance of the service delivery date (we recommend providing more advance notice, if possible). Bookings and availability can be determined by accessing: www.northernpolicy.ca/naccalendar

Members may draw on the time of the shared Expert between 1 May and 30 April (NPI/IPN's fiscal year).

The Expert will be booked by Members on a first come, first served basis. Where applications for the Expert's time come in on the same day, the Member with the longest continuous membership gets precedence.

If a Member is attempting to book time within one to two months of the NPI/IPN fiscal year end, and there is little availability, NPI/IPN will do their best to accommodate your

request in the first quarter of the following year.

To book all or a portion of your allocated days, Members will be asked to complete a short intake form stating the dates desired, project purpose or outline, data sources the Member may have in-house, expected work tasks, estimated time required, and any special circumstances that may be relevant to the work. The form is attached here as "Appendix A".

Rights and Obligations

On signing this agreement, the Member and NPI/IPN agree that:

- Research must normally be made public. Some limits for confidential or propriety information are available. NPI/IPN is a federally registered charity for educational purposes. As such, all our joint work will normally be made public within 60 days of the delivery of the final document to the member. In cases involving proprietary or confidential information, two reports will be created, one for public consumption and one for the member's exclusive use.
- Both parties will make all reasonable efforts to follow appropriate research ethics protocols and will also protect the privacy of individual research subjects both during the term and after the expiry of this agreement.
- Both the Member and NPI/IPN will have the right to reproduce any reports, charts, graphs data, analysis, or other project output in any form, written or electronic, with attribution, at any time.
- Permanent electronic publication rights are shared, so that NPI/IPN and the Member may keep any publicly released reports, charts, graphs, data, analysis, or other project output on their respective websites as long as they judge necessary.
- The exception to the above item is that any online or interactive tools that rely for their value on being "current" will be removed from the public sphere by both parties no longer than three years after the date of original public release unless such tool is updated by one or both parties based on a mutual written agreement to do so.
- Where one party assumes exclusive responsibility for a product produced under this partnership, they shall do so only with the express written consent of the other party. Such consent not to be unreasonably withheld. The party assuming responsibility and control will provide appropriate written assurances to the other party that the now exclusive controlling party will assume all potential liabilities resulting from further public use or dissemination, holding the other party free of any future risk or harm. **NPI/IPN will have first right of refusal for the continued use and production of all tools or items covered by this clause.**

- Other than online or interactive tools, both the Member and NPI/IPN are free to make further use of published material as they see fit on the provision that each must always acknowledge in any subsequent use of the material that it was originally produced in partnership with the other organization (this acknowledgement of the original purpose of the work is the only future value accruing to NPI/IPN or to the Member; any income either organization can secure by reselling the piece is entirely their own).
- Where NPI/IPN is, for any reason, unable to complete a requested project on behalf of the Member, the Member may request that any remaining research allocation be reallocated to another project or banked for a future project. The alternative project should, if at all possible, be scheduled in that same fiscal year but exceptions may be made on a case-by-case basis. Alternatively, refunds may be considered on a case-by-case basis.
- Where the Member is, for any reason, unable to use their entire research allocation within the assigned NPI/IPN fiscal year, any unused fees will be kept in the common pool of funds to sustain the cooperative for members in all of Ontario's northern regions.
- Any costs for travel meals or accommodation that the Member requires for the Expert's services will be covered by the Member, over and above the agreed upon membership rate.
- **Members who require additional days of service to complete a project will be billed at \$125 per any additional half day.** The number of additional days will be agreed upon in advance by NPI/IPN and the Member. Such requests will, however, be addressed on a case-by-case basis and will not take precedence over NPI/IPN's related priority projects to which the Expert is already committed.
- The Expert will refrain from public comment about their Project and/or its contents until released by NPI/IPN or the Member to do so (i.e., post publishing). The Expert will rely solely on NPI/IPN staff working in collaboration with the Member to create and distribute media releases and to respond to media requests for interviews and all other public communications related to their Project.
- The Member will similarly refrain from public comment about the Project and/or its contents until released by NPI/IPN to do so (i.e., post publishing). The Member will supply NPI/IPN, in advance, with any press releases, talking points, briefing documents or backgrounders being used by the Member to describe or discuss the Project.
- The Expert also agrees to make him/herself available, if required and deemed appropriate, at an agreed upon time between the Expert, the Member and NPI/IPN, for media interview(s) and other activities attendant on the public release of any project output. This would include availability by telephone. The

Expert also agrees to allow the Member and NPI/IPN to circulate to the media and other interested parties contact information for the Expert.

The terms of this agreement come into force upon the receipt by both parties via facsimile, electronic mail or post/courier of a signed copy of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement.

NAC Member Dated..... at

Print Name.....

NPI/IPN..... Dated..... at Thunder Bay, ON

Print Name.....

APPENDIX A NAC Expert Booking Form

To be completed when requesting access to the NAC Analyst's time – completed forms should be sent to NAC@northernpolicy.ca

Organization Name:

Desired dates for Expert:

Estimated time required (1/2 or full-day increments):

Project purpose / outline:

Expected work tasks:

Data sources available to Expert:

Any special circumstances relevant to this work?
