



CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into effective as of May 26, 2022 by and between Nishnawbe Aski Legal Corporation ("NALSC") (the "Client") with its principle offices at 138B Mission Road Fort William First Nation, ON, P7J 1K7, and Superior Strategies "Consultant") at P.O. Box 489, 2 Gas Road, Lake Helen Reserve, Nipigon ON P0T 2J0.

WHEREAS, the Consultant offers consulting services with knowledge and expertise in the filed of Consultation Experience with NAN Territory and its organizations including Strategic Planning and Board Governance.

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to the NALSC BOARD GOVERNANCE RETREAT according to the terms and conditions herein;

NOW, THEREFORE, In consideration of the mutual covenants (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows;

1. Term

This term of this Agreement shall commence on May 27, 2022 and continue until October 15, 2022 unless otherwise modified by mutual, written agreement of the parties or terminated as set forth herein. Each party may terminate this Agreement for any reason with 15 days written notice to the other party.

2. Consulting Services

The Consultant will provide the following services as described in the **attached** Consultant's *Proposal for Consulting Services and Detailed WorkPlan* for a two-day workshop, that may be revised mutually in writing by the parties.

3. Relationship of the Parties

Consultant shall be an independent contractor with the Client and nothing herein contained shall be construed so as to constitute the parties, partners, employees, agents or legal representatives of the other nor any other legal relationship whereby one bears liability for the acts or omissions of the other.

4. Compensation and Payment

In consideration of the Consulting Services, the Client shall pay the Consultant the total fee amount of \$14,509.20 in accordance with the total Budget set out in the Client Proposal.

The Client shall pay 50% of the total fee amount upon execution of the Agreement.

The Consultant shall invoice the Client once every month at the 15th day of the month and such invoices shall be due and payable within 15 days of the Client's receipt of the invoice.

Workshop Related Costs

5. The Client shall pay the workshop related costs and arrange the travel and accommodation for up to three members of the Consultant representatives selected by the Consultant.

The Client shall be responsible for the venue location, travel and workshop related costs no later than by July 31, 2022. Additional workshop related costs for the two-day session includes meals, refreshments and health break snacks. Air Travel fare at economy class. Tracking attendees if required. Internet Access at venue location for one Consultant party.

The Workshop Related Costs includes the travel time for the Consultants at a fee of \$400/day for 2 Travel Days at a total of \$800.00 (eight hundred dollars)

6. Confidentiality and Privacy

Other than as permitted under this Agreement, neither party shall disclose any confidential information provided to it under this Agreement without the express written permission of the other party except in those circumstances where disclosure is required by law. This obligation survives the termination or expiry of this Agreement.

7. Intellectual Property and Ownership

Any intellectual property or other proprietary information owned by the Client provided to the Consultant for use in connection with providing the Services in this Agreement shall remain the property of the Client.

The Consultant acknowledges and agrees that, all information, data, research, materials, work products, reports and intellectual property that is created and/or developed by the Consultant in the provision of the services in this Agreement shall be owned solely by the Client to the extent permitted by applicable law. Without limiting the generality of the foregoing but for greater certainty, all works relating to the services may be used and/or disseminated by the Client in its sole discretion.

For the purpose of this section, "Intellectual Property Rights" includes any proprietary rights provided under: (i) patent law; (ii) copyrights law (including moral rights); (iii) trademark law; or (iv) any other statutory provision or common law principle applicable to this Agreement. This section survives the termination or expiry of this Agreement.

8. General

- a. This Agreement, including any schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels

and supersedes any and all prior agreements or understandings, written or oral, and no modification or amendment will be effective unless it is in writing or duly executed by both parties.

- b. This Agreement shall be governed and interpreted in accordance with the laws of the province of Ontario and any applicable federal laws of Canada and the parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario for any disputes arising from this Agreement.
- c. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns. The Consultant may not assign or subcontract this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the Client.
- d. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute one and the same agreement. A signed copy of the Agreement delivered by electronic means shall have the legal effect as delivery of an original signed copy.

9. Contacts

The Client Contact for this Agreement for purposes of notice and services will be Colette Shwetz, Human Resources Manager NALSC cshwetz@nanlegal.on.ca

The Consultant Contact for this Agreement and purposes of notice and services will be David G. Farrel, dgarrell@lakeheadu.ca

The parties hereto have executed this Agreement, effective as of the Effective Date.

NISHNAWBE ASKI LEGAL SERVICES CORPORATION

Per:



Irene Linklater, Executive Director

I have authority to bind the corporation

SUPERIOR STRATEGIES

Per:



Kirstine Dattar, Office/Business Development Manager

I have authority to bind the corporation

JASAW THOMAS