



## **Consultation Agreement Fly-In Court Phase 2**

This Consulting Agreement (the "Agreement") is entered into effective as of **October 22, 2024**, between Nishnawbe-Aski Legal Corporation ("NALSC") (the "Client") with its principal offices at 678 City Road, Fort William First Nation, ON, P7 J 1K3, and Daniel Morton ("Consultant") at 30 Browning Avenue, Toronto, ON, M4K 1V7.

**WHEREAS** the "Consultant" offers consulting services with knowledge and expertise working with the NAN Territory, its First Nation communities and its people.

**WHEREAS** the "Client" desires to retain the services of the "Consultant" to render consulting services with regards to the FLY-IN COURT PHASE 2 project according to the terms and conditions herein.

**THEREFORE**, in consideration of the mutual covenants (individually, each a "Party" and collectively, the "Parties") covenant and agree to the following.

### **1. Term**

The term of this Agreement shall commence on **October 22, 2024**, and continue until March 31, 2025, 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 Department of Justice Funding Agreement, that may be revised mutually in writing by the parties.

In reference to **Section 8: Department of Justice Fly In Agreement**, the "Contractor" agrees to:

Facilitate comprehensive research, engagement, and knowledge sharing with First Nation Leadership, Knowledge Keepers, Elders, Indigenous legal scholars, and justice professionals to;

- a. Immediately support addressing urgent issues related to reopening of fly-in-courts following COVID and the court backlog.
- b. Immediately support addressing pre-existing systemic and infrastructure barriers that were highlighted and amplified by the pandemic; and
- c. Develop a comprehensive road map of options for strategic and operational changes to improve the delivery of justice in the north through the fly in court system that better reflects a balance between the Canadian Criminal Justice System and Indigenous Legal Systems.

The "Consultant" will also provide updates to "NALSC" monthly regarding the progress as it relates to this project, based on the deliverables outlined above.

It is the expectation that the "Consultant" will complete all required activities agreed upon at each monthly meeting prior to facilitating the next monthly meeting. The expectation is that all research and consultation be completed by February 28, 2024, and a completed written report be provided to the "Client" by March 14th, 2025, for a full review of the report to provide any edits that may need to be made prior to March 31, 2025, the end of the contract.

It will also be required that the "Consultant" present the final approved document to the NALSC Board of Directors at the first Board Meeting following the end of this contract.

### **3. Relationship of the Parties**

The "Consultant" shall be an independent "Contractor", 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 services provided by the "Consultant", the "Client" shall pay the "Consultant" the total fee amount of \$60,000 plus HST, in accordance with the total approved budget set out in the *Fly-In Court Phase 2* - funding agreement. The "Client" shall be pay based on completed deliverables as set out in section 2 of the agreement.

#### Schedule of Payment:

- The "Consultant" will receive 50% of the total fee amount upon the signing of the Agreement, followed by 25% of fees upon completion of the community research and connecting with the designated NAN communities. The final 25% of fees will be paid to the "Consultant" upon completion and delivery of a comprehensive written report to the "Client". This report must meet the standards and deliverables as set out in this agreement and must be approved by the "Client".

The "Consultant" shall contact the "Client" once every month on the **15th day of the month** and provide and update on the project. Additionally, the "Consultant" is responsible for submitting the HST in the Invoices.

### **5. Confidentiality and Privacy**

Other than what is permitted under this Agreement, neither party shall disclose any confidential information provided 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.

### **6. 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) trade-mark 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.

### 7. General

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. No modification or amendment will be effective unless it is in writing or duly executed by both parties.

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.

This Agreement shall ensure 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".

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.

### 8. Contracts


The "Client" contact for this Agreement for purposes of notice and services will be Chantelle Johnson, Acting Executive Director/Director of Justice: [cjohnson@nanlegal.on.ca](mailto:cjohnson@nanlegal.on.ca)

The "Consultant" contact for this Agreement and purposes of notice and services will be Daniel Morton: [dkmorton@gmail.com](mailto:dkmorton@gmail.com)

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The parties hereto have executed this Agreement as of the effective date.

#### NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

 _____	<u>CHANTELLE JOHNSON</u> Signature	<u>OCT 31/24.</u> Date
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**Chantelle Johnson,**  
*Acting Executive Director, Director of Justice Programs*

<u>Daniel Morton</u> Print	 Signature	<u>31/10/24</u> Date
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**Daniel Morton,**  
*The Consultant*