



First Nations Power Authority Indigenous Membership Application

Contact Information

Company/ Organization			
Address			
Website			
Primary Contact		Secondary Contact	
Name		Name	
Title		Title	
Email		Email	
Phone		Phone	

Annual Membership Fee

General	\$500 + GST <input type="checkbox"/>	First Nation and Metis Communities		
Indigenous Small Business	\$500 + GST <input type="checkbox"/>	Indigenous owned businesses with 10 or less employees		
Indigenous Large Business	\$1000 + GST <input type="checkbox"/>	Indigenous owned large businesses with 11+ employees, Economic Development Corps, Tribal Councils		
Quarter Joined	1 –Apr 1-Jun 30 <input type="checkbox"/>	2 – July 1-Sep 30 <input type="checkbox"/>	3 – Oct 1-Dec 31 <input type="checkbox"/>	4 –Jan 1-Mar 31 <input type="checkbox"/>
	100% of Fee Required	75% of Fee Required	50% of Fee Required	25% of Fee Required

Payment & Contact Information

Completed applications may be sent c/o FNPA Membership Manager to any of the following:

Email: ragecoutay@fnpa.ca **Fax:** 306-359-3671

Payment may be made by Cheque, Electronic Funds Transfer (EFT) or at www.fnpa.ca by Credit Card

For more information please call 1-866-359-3672

Membership Benefits



Advocacy and Capacity Building

- Public Promotion and Advocacy for Indigenous Renewable Projects and Partnerships
- Research and Information on Sector and Industry Trends
- Community Engagement and Consultation
- FNPA Web-Portal and Social Media Promotion
- Training Power 101, 201 and Financing Modules
- Career Fairs and Career Planning for Renewable Industry



Governance and Annual Forums

- Voting Member at Annual General Meeting
- Board / Director Recruitment
- Discounted Pricing to FNPA Events and Forums
- Opportunity for Key Note Address or Presentations at Forums



Access to Fee-For-Service

- Community Energy Planning
- Community Energy Resource Assessments and Energy Audits
- Pre-Feasibility Assessments for Energy Projects
- Renewable Energy Business and Financial Modelling
- Community Solar Project Design and Scaling
- Funding Proposals Grant Writing



Set-Aside Agreements, PPAs, FNOAs, Procurement

- Access to Set-Aside Agreements for General Members and Industry Partnerships
- First Nation Opportunities Agreements
- Power Purchase Agreements
- Sector Procurement and RFP Support
- Business and Supply Chain Opportunities
- Potential for Joint Funding Submissions



Sponsorship and Education

- FNPA Indigenous Green Energy Scholarship Fund
- Joint Sponsorship Opportunities
- Student Placements / Internships
- Youth Summer Camps
- School Outreach and Learning Events
- Industry Recruitment and Employment



First Nations Power Authority Fee for Service - Menu of Services

Service	Description	Cost Range
Community Energy Resource Assessment	A Community Energy Resource Assessment will assess the energy and electricity usage for 5-7 community buildings. The assessment will also look at potential community-scale renewable energy opportunities that could be used to offset the usage that those buildings are using. Typically, the assessment also includes a Solar Project Design and the Project Procurement as requested by the community. The price includes both the Solar Project Design and the Project Procurement.	\$15,000 - \$20,000
Community Solar Project Design	FNPA can provide Solar Designs for individual community, commercial or residential buildings. These designs can show how much solar can fit on the roof, how much production could come from that solar installation, and the estimated cost to install. Price is per building.	\$1,500
Community Energy Project Procurement	FNPA can provide procurement and project management services for community-scale renewable energy projects. With our large number of industry members, FNPA can help to ensure a General Member gets the best project partner for their project installations. FNPA would develop and manage the procurement process along with the community's leadership and staff. Price to be determined based on number of buildings and size of project.	\$8,500 - \$10,000
Community Energy Planning	Community Energy Planning is a full community assessment of current energy usage, predicted future energy usage, community energy visioning, associated greenhouse gas emissions and an implementation plan. The plan looks at each scale – building-level, community-level, and utility-scale economic development options. The plan is technical, social and environmental in nature. It includes a variety of community engagement sessions to ensure that the plan is not just technical, but meets the short, medium and long-term goals of the community. A community energy plan is a valuable tool for communities wanting to create opportunities for their community in renewable energy and ensure they have a long-term plan for energy security in their community.	\$35,000 - \$50,000
Pre-Feasibility Assessments for Energy Projects	In any utility-scale renewable energy opportunity, the first step is to have a strong understanding of the technical and economic feasibility. FNPA can assist with a Pre-Feasibility Assessment for any renewable energy project including: solar, wind, biomass, hydro, geothermal, flare gas or waste heat projects.	\$35,000
Business Planning for Energy Projects	Once a Pre-Feasibility Assessment has been completed, a community or economic development organization may wish to have FNPA's assistance with developing a Business Plan. A Business Plan is foundational for decision makers and funding organizations to better understand the benefits of the project.	\$20,000
Renewable Energy Financial Modelling	FNPA has an exceptional in-house economist who is ready to assist with Financial Modelling for Renewable Energy Projects. The price of financial modelling is based on the size and scale of projects. Discussion on specific financial modelling requirements will be had prior to a proposal being sent to you.	\$10,000 - \$25,000



APPLICATION FOR GENERAL & INDIGENOUS BUSINESS MEMBERSHIP

The undersigned (referred to as the "**Member**") hereby applies for a **Membership** interest in **FIRST NATIONS POWER AUTHORITY OF SASKATCHEWAN INC.** (referred to as "**FNPA**"), and agrees to enter into the following terms and provisions, as a condition of being issued a General Membership in FNPA:

MEMBERSHIP FEE

1. The Member acknowledges that an annual membership fee is payable as a condition of becoming and maintaining one's membership in FNPA. The Member will pay FNPA the current annual membership fee as follows:

Membership Type	Annual Fee + GST
General Member	\$525
Indigenous Small Business	\$525
Indigenous Large Business	\$1,050

The annual Membership period is April 1 – March 31. The membership fee is to be paid each year and is subject to change on an annual basis. For mid-year applicants, a quarterly prorated fee will be applied. **Q1:** April 1 to June 30-100% **Q2:** July 1 to September 30- 75% **Q3:** October 1 to December 31 %50 **Q4:** January 1 to March 31- 25%

NO TRANSFER

2. The Member shall not transfer or dispose of its membership interest in FNPA. The Member shall not share the membership interest, membership entitlements and/or membership benefits in FNPA with any other person, organization, business, and/or other entity. All information provided to Members will be considered confidential and not to be shared with or sold to any other person, organization, business, and/or other entity. ***Any sharing or disclosing of information, which has been provided to Members on a confidential basis, will be grounds for revocation and termination of one's Membership in FNPA.***

SUPPORT FNPA

3. The Member agrees that it will not undermine the purposes and objectives of FNPA as described in FNPA's incorporation documents, and that it will not undermine the feasibility of FNPA to carry out those purposes and objectives. When receiving information through FNPA, which is identified to be confidential, the Member shall protect and maintain the confidentiality of such information.

TERMINATION OF MEMBERSHIP

4. The confidentiality obligations in paragraphs 2 and 4 shall continue to apply notwithstanding that one's membership interest has ceased or terminated. In the event of any material default by the Member of its membership obligations, or if the Member no longer meets the qualifications for being a General Member, the Member's membership interest in FNPA may be revoked and terminated by the Board of Directors of FNPA.

The MEMBER has executed this Application for Membership under proper authority, as of the ____ day of _____, 20____, and agrees to be bound by its terms.

Organization: _____

Name: _____

Signature: _____

First Nations Power Authority

Name: _____

Signature: _____



Confidentiality Agreement

THIS AGREEMENT is dated for reference the ____ day of _____, _____.
BETWEEN:

First Nations Power Authority Inc., federally incorporated under the laws of Canada and registered in the Province of Saskatchewan (hereinafter referred to as "FNPA")

- and -

_____, incorporated under the laws of the Province of _____
(hereinafter referred to as the "Member")

It is understood and agreed to that FNPA and the Member would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. Confidential information includes information disclosed to the Member by FNPA and information disclosed to FNPA by the Member (hereinafter the party disclosing information is referred to as the "Discloser" and the party to whom information is disclosed is referred to as the "Recipient").
2. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes: Technical and business information relating to Discloser's proprietary ideas, technical solutions, business operations, engineering schematics, business models, financial transactions, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
3. In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure.
4. Recipient shall use the Confidential Information only for the purpose of providing business advisory services to the Discloser.
5. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser, but the Recipient covenants and agrees with the Discloser that the Recipient shall inform such directors, officers, and/or employees, prior to disclosing any or all of the Confidential Information, of the necessity of complying with the confidentiality and non-disclosure provisions of this Agreement, and provided that nothing shall reduce or eliminate the responsibility and liability of the Recipient to the Discloser in regards to any such breaches of confidentiality or disclosure of the Confidential Information by such directors, officers, and/or employees.
6. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.
7. Discloser warrants that it has the right to make the disclosures under this Agreement.
8. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
9. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and

modify them or discontinue sale at any time, and the Discloser shall be under no obligation to provide Confidential Information to the Recipient except as the Discloser may choose to do so in the sole discretion of the Discloser. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

10. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
11. Upon the cessation of discussions between the parties or at any time upon written notice from the Discloser to the Recipient, the Recipient shall return to the Discloser all Confidential Information forwarded to it and any copies and transcriptions thereof. The cessation of discussions between the Recipient and the Discloser, between the parties or the delivery of a notice in accordance with this paragraph, as the case may be, shall not terminate the parties' obligations hereunder for a period of three years following such cessation.
12. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
13. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the Province of Saskatchewan, Canada. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the Province of Saskatchewan, Canada, and each of the parties hereby attorn to the jurisdiction of the Courts of the Province of Saskatchewan. The parties further acknowledge and agree that the foregoing attornment to the Courts of the Province of Saskatchewan, shall not preclude the Discloser from seeking and obtaining such remedies and relief in any other Courts of competent jurisdiction.
14. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
15. The rights and obligations of the parties under this Agreement are binding on the parties and their respective heirs, successors and any permitted assigns. **WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Signed on the ____ day of _____, 20 ____

Organization: _____

Per: _____

By its authorized signing officer

Name of signing officer: _____

Title: _____

Address: _____

Discloser of Confidential Information:

Signed on the ____ day of _____, 20 ____

First Nations Power Authority of Saskatchewan Inc.

Per: _____

By its authorized signing officer

Name of signing officer: Guy Lonechild

Title: Chief Executive Officer, FNPA

Address: 202 B Okemasis Drive, Saskatoon, SK, Canada S7N 1B1