



## First Nations Power Authority Industry Membership Application

### Contact Information

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

### Annual Membership Fee

Large Industry	\$2500 + GST <input type="checkbox"/>	Non-Indigenous large businesses looking to develop renewable energy power projects.		
Small Industry	\$1500 + GST <input type="checkbox"/>	Non-Indigenous small businesses <i>or</i> businesses seeking supply chain/procurement opportunities		
Ambassador	\$5000 + GST <input type="checkbox"/>	Large-scale institutional sponsor. May include large corporations, funders, educational & research institutions. Any sponsor amount above \$4,999.		
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](mailto:ragecoutay@fnpa.ca)      **Fax:** 306-359-3671

Payment may be made by Cheque, Electronic Funds Transfer (EFT) or at [www.fnpa.ca](http://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



# APPLICATION FOR INDUSTRY 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:

<b>Membership Type</b>	<b>Annual Fee + GST</b>
Large Industry	\$2,625
Small Industry	\$1,575
Ambassador	\$5,000 +

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