



## ORIC Roles and Responsibilities for at Large Members

### POSITION OVERVIEW:

The Ontario Reform Implementation Committee (“ORIC”) is the central oversight body responsible for monitoring and guiding the implementation of the Reformed First Nations Child and Family Services (“FNCFS”) Program in Ontario. The role of the ORIC and each of its members is pivotal in ensuring that the reforms are implemented in a manner that reflects the principles of cultural safety, substantive equality, and the best interests of First Nations children and families.

ORIC is created pursuant to the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”), specifically under Part XIV (reproduced here as **Appendix A** to this job description). ORIC is comprised of 8 members: 5 at-large members appointed by the Ontario Chiefs-in-Assembly, and 3 members appointed by the Parties to the Ontario Final Agreement – Canada, Chiefs of Ontario (“COO”), and Nishnawbe Aski Nation (“NAN”).

Please note that the establishment and operation of ORIC is conditional upon the Ontario Final Agreement coming into effect. The Ontario Final Agreement will come into effect on the “Effective Date,” which is defined as the latest of several possible legal milestones – most notably, 60 days after the Canadian Human Rights Tribunal issues an order approving the Ontario Final Agreement and ending its jurisdiction over the related complaint. If a judicial review or stay is sought, the Effective Date may be delayed further. Until that Effective Date occurs, ORIC does not formally exist and cannot exercise its mandate. Accordingly, all appointments to ORIC are contingent on the Agreement coming into force.

### MEETING LOCATION AND FREQUENCY:

Meetings are held monthly, either in-person or virtually, unless the ORIC determines that more or less frequent meetings are required

| <b>DUTIES AND RESPONSIBILITIES:</b>  |
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| The responsibilities of the ORIC will include:   |
| <ul style="list-style-type: none"><li>• Overseeing and monitoring the implementation of the Reformed FNCFS Program in Ontario.</li></ul>   |
| <ul style="list-style-type: none"><li>• Recommending adjustments to the Reformed FNCFS Program in Ontario to Canada, as the sole entity empowered to do so under the Ontario Final Agreement, based on input from COO, NAN, and Canada and designated entities.</li></ul>  |
| <ul style="list-style-type: none"><li>• With respect to the Program Assessments, advising on the selection of the Program Assessment Organization, supporting its work, reviewing its reports, and issuing Program Assessment Opinions.</li></ul>  |
| <ul style="list-style-type: none"><li>• Advising on guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding.</li></ul>  |
| <ul style="list-style-type: none"><li>• Receiving reports from the Ontario FNCFS Data Secretariat and NAN-Canada Remoteness Quotient Table, updates on remoteness-related research from Statistics Canada, and compliance reports from ISC regarding FNCFS Agencies and their child and community wellbeing plans.</li></ul> |
| <ul style="list-style-type: none"><li>• Co-developing cultural humility training for ISC employees.</li></ul>  |



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| <ul style="list-style-type: none"><li>• Establishing the Systemic Review Committee as a subcommittee of the ORIC, including its terms of reference, serving on the subcommittee as needed, and receiving findings and recommendations from the subcommittee on systemic trends and remedies.</li></ul>   |
| <ul style="list-style-type: none"><li>• Establishing the Technical Advisory Committee, including its terms of reference, and receiving technical advice from the committee on program implementation.</li></ul>  |
| <ul style="list-style-type: none"><li>• Publishing an annual public report on the progress of implementing the Ontario Final Agreement, ensuring it is shared with COO, NAN, and Canada prior to public release.</li></ul>   |
| <p>The core duties of ORIC members include:</p> <ul style="list-style-type: none"><li>• Making every reasonable effort to attend every ORIC meeting or, if unable, notifying the Chair and appointing a qualified alternate.</li><li>• Abiding by the ORIC's Terms of Reference, protocols, and guidance at all times.</li><li>• Disclosing any personal or professional conflict of interest and recusing yourself from any related discussions, votes, or decisions.</li><li>• Actively participating in ORIC discussions, deliberations, and decision-making.</li></ul> |

### **RELEVANT QUALIFICATIONS & SKILLS:**

Ideal candidates will demonstrate a combination of academic training, professional experience, and cultural competency relevant to the mandate of the ORIC. Specifically, candidates should possess:

- Master's degree in social, work, public policy or a related field with a focus on Indigenous knowledge and perspectives (i.e. Indigenous ways of knowing), or equivalent experience.
- Minimum of 5 to 10 years' experience working with First Nation organizations or communities, preferably in Ontario. In addition to a deep understanding of First Nations child welfare services, including historical and contemporary issues.
- Knowledge of First Nation traditions, cultures, values and rights – particularly, those of First Nations that reside within the boundaries of the province of Ontario. Familiarity with Indigenous legal traditions, jurisdiction, sovereignty, and self-determination is considered an asset.
- Experience in governance, policy development, or program implementation, ideally in a First Nations or intergovernmental context.
- Demonstrated leadership skills, including the ability to guide collaborative processes and contribute to strategic decision-making.
- Experience in managing or overseeing the management of federal, provincial, or First Nation social programs.
- Experience in evaluating programs and making recommendations on program design and funding.
- Ability to work collaboratively in consensus-based decision-making environments.
- Excellent organizational and time-management skills, with the ability to adapt to changing priorities and meet tight deadlines.



- Strong verbal and written communication skills, including the ability to synthesize complex information and present it clearly.
- Analytical thinking and problem-solving abilities, with attention to detail and systems-level insight.

Please note that the Ontario Final Agreement provides that the Parties intend for at least 1 of the at-large members to be a **youth with lived experience of out-of-home care**. The youth must be between the ages of 15 to 29 years old with out-of-home care experience that may range from kinship placements, formal placements in family-type foster homes, group homes or treatment facilities.

#### **REMUNERATION:**

Members are entitled to reasonable compensation for participation, including:

- Honoraria for ORIC service
- Travel and accommodation expenses
- Insurance premiums related to ORIC membership

Members of the ORIC will provide reasonably detailed invoicing on a quarterly basis setting out the activities regarding their participation.

#### **TERM OF APPOINTMENT:**

- Initial term: From date of appointment until March 31, 2029
- Renewal: Members may be reappointed for a second term ending March 31, 2034
- Removal: Members may be removed by the Ontario Chiefs-in-Assembly or by consensus of at least six ORIC members

#### **CONFIDENTIALITY AND CONDUCT:**

- Members must sign a Confidentiality Agreement prior to appointment
- Must uphold the integrity and confidentiality of ORIC discussions and documents
- Expected to act in accordance with the Terms of Reference and any additional protocols adopted by ORIC

The ORIC Terms of Reference, including the mandatory confidentiality agreement that all members must sign, is set out in Appendix 7 of the Ontario Final Agreement and is reproduced here as **Appendix B** to this job description.

#### **APPLICATION DEADLINE:**

The applications are all due **January 30, 2026 at 5:00PM EST**. COO will send email reminders for calls for applications.

Please note selected applicants will be interviewed by the Ontario Chiefs-in-Assembly and will be expected to prepare a presentation showcasing their skills and qualifications at the 2026 Summer Chiefs Assembly.

## **PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM**

### **A. Ontario Reform Implementation Committee**

120. The Ontario Reform Implementation Committee shall oversee and monitor the implementation of the Reformed FNCFS Program in Ontario. The Ontario Reform Implementation Committee shall conduct such oversight and monitoring in accordance with the purpose and principles of this Final Agreement. Oversight and monitoring shall consider all reviews and processes established by this Final Agreement, including the Program Assessments as described in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS, to inform the Ontario Reform Implementation Committee’s recommendations to Canada with respect to changes to the Reformed FNCFS Program.
121. The Ontario Reform Implementation Committee can at any time make recommendations in relation to the implementation of the Reformed FNCFS Program in Ontario, except regarding discipline or removal of ISC employees or officers. The Dispute Resolution Process under this Final Agreement, as described in PART XIX – DISPUTE RESOLUTION PROCESS, shall not be available with respect to any recommendations of the Ontario Reform Implementation Committee requiring amendment to this Final Agreement or significant structural change to the Reformed FNCFS Program, except where such recommendations are made by way of the Ontario Reform Implementation Committee’s Initial Program Assessment Opinion further to the requirements of paragraph 205.
122. The Ontario Reform Implementation Committee shall receive input, recommendations, and/or observations from the Parties, the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:
- (a) NAN-Canada Remoteness Quotient Table;
  - (b) Ontario Remoteness Secretariat;
  - (c) Ontario FNCFS Data Secretariat;

- (d) Systemic Review Committee; and
  - (e) Technical Advisory Committee.
123. The Ontario Reform Implementation Committee shall consist of eight (8) members. With respect to the composition of the Ontario Reform Implementation Committee, each Party shall appoint one (1) member. Five (5) at-large members will be appointed by Ontario Chiefs-in-Assembly. The Parties intend for at least one (1) of the at-large members to be a youth with lived experience of out-of-home care.
124. COO shall advise the Parties of the appointments made by the Ontario Chiefs-in-Assembly. The Parties and the Ontario Chiefs-in-Assembly shall seek to confirm the appointment of their members within sixty (60) days following the Effective Date. The failure to confirm the appointment of a member within this time frame shall not impede the operation of the Ontario Reform Implementation Committee.
125. The Ontario Reform Implementation Committee shall operate in accordance with the terms of reference attached to this Final Agreement as Appendix 7, as updated by the Parties from time to time.
126. The responsibilities of the Ontario Reform Implementation Committee will include:
- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Program in Ontario and making related recommendations to Canada;
  - (b) Supporting the oversight of the Program Assessment Organization and preparing the Program Assessment Opinions and executive summaries for the Parties and the public;
  - (c) Receiving reports from the Ontario FNCFS Data Secretariat, NAN-Canada Remoteness Quotient Table, the Ontario Remoteness Secretariat, ISC, the Systemic Review Committee, and the Technical Advisory Committee in relation to the implementation and efficacy of the Reformed FNCFS Program;

- (d) Receiving regular updates from the NAN-Canada Remoteness Quotient Table on research with Statistics Canada to improve measurement of the remoteness of communities connected to the main road network by ferry; and
  - (e) Publishing an annual report on the progress of the implementation of this Final Agreement to be made available to the public, which shall be provided to the Parties prior to being released to the public.
127. Canada shall pay reasonable insurance costs for members of the Ontario Reform Implementation Committee in relation to their duties on that committee, and Canada releases and holds harmless the Ontario Reform Implementation Committee and its members and counsel from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including legal fees and expenses), or other liabilities of every character whatsoever by any reason relating to the negotiation and implementation of this Final Agreement, except arising out of or resulting from fraud, and this Final Agreement shall be a complete defence.
128. Canada shall provide funding in the amount of up to \$17.4 million over the Term to support the reasonable costs, including the reasonable insurance costs, of the participation of members of the Ontario Reform Implementation Committee and members of the Technical Advisory Committee. The members of the Ontario Reform Implementation Committee and of the Technical Advisory Committee shall provide reasonably detailed invoicing on a quarterly basis setting out the activities with regard to their participation. Such funding shall include, but not be limited to, funding for experts from whom the Ontario Reform Implementation Committee may decide to seek input, as well as youth engagement. This funding is fixed for the Term, subject to review following the Initial Program Assessment. ISC shall provide secretariat support for the operation of the Ontario Reform Implementation Committee over the Term.

## **B. Systemic Review Committee**

129. The Ontario Reform Implementation Committee shall establish a Systemic Review Committee as a subcommittee. The Ontario Reform Implementation Committee shall establish Terms of Reference for the Systemic Review Committee, reflecting the terms of this Part.
130. The Systemic Review Committee's function is to review and identify trends in:
  - (a) Service Provider Funding Adjustment Requests received by ISC from First Nations and FNCFS Service Providers pursuant to paragraphs 166 and 167 and ISC's determinations of said requests; and
  - (b) Claimant Disputes delivered to Canada by Claimants in Ontario, Dispute Awards by the Arbitral Tribunal or Appeal Tribunal for Claimant Disputes, and appeal decisions related to Claimant Disputes of the Ontario Superior Court or other appellate courts pursuant to PART XIX – DISPUTE RESOLUTION PROCESS.
131. ISC shall provide the Systemic Review Committee with the information as set out at paragraph 130 on a quarterly basis.
132. The Systemic Review Committee shall review the information as set out at paragraph 130 and advise the Ontario Reform Implementation Committee of any trends of concern it finds and make recommendations to address and remedy any of its findings.

## **C. Technical Advisory Committee**

133. The Ontario Reform Implementation Committee shall establish a Technical Advisory Committee as a subcommittee to provide technical advice on implementation of the Reformed FNCFS Program to the Ontario Reform Implementation Committee. In addition to providing technical advice, the Technical Advisory Committee shall develop and disseminate best practice guidelines, tools, and other operational supports to First Nations and FNCFS Service Providers to support delivery of child and family services.
134. The Ontario Reform Implementation Committee shall establish Terms of Reference for the Technical Advisory Committee, reflecting the terms of this

Part, and shall appoint its membership. Appointees shall possess relevant technical expertise. No member of the Ontario Reform Implementation Committee shall serve on the Technical Advisory Committee.

135. The Technical Advisory Committee shall facilitate the participation of First Nations youth currently and formerly in care in opportunities to advise on the implementation of the Reformed FNCFS Program.

## **Appendix 7: Ontario Reform Implementation Committee Terms of Reference**

### **1. Establishment, Purpose, and Term**

- 1.1 The Ontario Reform Implementation Committee (the “**Committee**”) is established, as described in the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “**Final Agreement**”).
- 1.2 The Committee shall oversee and monitor the implementation of the Reformed First Nations Child and Family Services (“**FNCFS**”) Program in Ontario.
- 1.3 The term of the Committee will be the same duration as the term of the Final Agreement.
- 1.4 Capitalized terms used herein but not defined shall have the meaning ascribed to such term in the Final Agreement.

### **2. Recommending Power**

- 2.1 The Committee is the sole entity charged by the Final Agreement with making recommendations to Canada in regard to the Reformed FNCFS Program in Ontario.
- 2.2 The Committee can make recommendations in relation to the implementation of the Reformed FNCFS Program in Ontario, as provided for in the Final Agreement.
- 2.3 The Committee will receive input, recommendations, and/or observations from the Parties to the Final Agreement (the “**Parties**”), the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:
  - (a) NAN-Canada Remoteness Quotient Table;
  - (b) Ontario Remoteness Secretariat;
  - (c) Ontario FNCFS Data Secretariat;
  - (d) Systemic Review Committee; and
  - (e) Technical Advisory Committee.

### **3. Membership**

- 3.1 The Committee shall consist of eight (8) members (each, a “**Member**”) as identified in Part XIV – A. Ontario Reform Implementation Committee of this Final Agreement.
- 3.2 A Member appointed by a Party may be removed at any time by the Party that appointed said Member. A Party shall provide the Committee with reasonable notice of its intention to remove its appointed Member in accordance with this section. The Party shall also provide the Committee with confirmation of its replacement Member.

- 3.3 An at-large Member may be removed at any time by the Ontario Chiefs-in-Assembly.
- 3.4 Any Member may be removed at any time by agreement of at least six Members, notwithstanding paragraph 4.5.
- 3.5 In the event of a vacancy of a Party's Member due to resignation, removal or inability to serve, the Party who appointed that Member shall appoint a replacement Member as soon as reasonably possible and the replacement Member shall serve for the remainder of the term of the Party's incumbent Member.
- 3.6 In the event of a vacancy from among the at-large Members, the COO Leadership Council may appoint an at-large Member to serve on an interim basis until the Ontario Chiefs-in-Assembly appoints a replacement at-large Member.
- 3.7 Members appointed in the Initial Funding Period shall serve from the date of appointment until March 31, 2029. Members appointed in the Second Funding Period shall serve from the date of appointment until March 31, 2034. The above is subject to a Member being removed pursuant to paragraph 3.2, 3.3 or 3.4 or the Member indicating that they are unwilling or unable to continue as a Member. Members appointed in the Initial Funding Period may be reappointed in the Second Funding Period.
- 3.8 Each Member will execute the confidentiality agreement appended to these Terms of Reference as **Schedule A** prior to being appointed as a Member.

*Chair of the Committee*

- 3.9 The Committee shall have one (1) Chair (the "**Chair**") with additional responsibilities in organizing the affairs of the Committee. The responsibilities of the Chair are described in 6.3.
- 3.10 The Chair shall be selected by agreement of at least six (6) Members, notwithstanding paragraph 4.5.
- 3.11 The Chair's term shall be one (1) year. The Chair may be removed at any earlier time by agreement of at least six (6) Members, notwithstanding paragraph 4.5. Following expiry of the Chair's term or the Chair's indication that they are unwilling or unable to continue as the Chair, a subsequent Chair shall be selected. For clarity, a Chair may serve more than one (1) term.
- 3.12 The Chair will retain their vote as a Member of the Committee.
- 3.13 The Chair shall designate a Member as a Vice Chair. If the Chair is temporarily unable to carry out their responsibilities, the Vice Chair shall carry out those responsibilities during that temporary period.

#### 4. Meetings

- 4.1 The Committee shall meet monthly, either in-person or virtually, unless the Committee determines that more or less frequent meetings are required. Members shall have the option of virtual attendance in all Committee meeting organized as in-person meetings.
- 4.2 The Administrative Team (defined below) shall provide notice to all Members regarding the date, time, and location of a Committee meeting at least two (2) weeks prior to such meeting. The notice period may be shortened to address circumstances which require less notice, as determined by the Chair, except where the Committee meeting will include a vote on any of the following, in which case the notice shall clearly communicate to Members that such a vote will take place:
  - (a) advice to COO on the selection of the Program Assessment Organization;
  - (b) a Program Assessment Opinion to be provided to Canada;
  - (c) an appointment to the Technical Advisory Committee or the terms of reference for the Technical Advisory Committee; or
  - (d) the content of the annual report on implementation of the Final Agreement.
- 4.3 Where possible, the Chair shall be responsible for ensuring that meeting materials are provided to all Members at least one (1) week prior to the scheduled meeting to which the materials are relevant. Meeting records and other materials that result from a Committee meeting shall be provided to all Members within two (2) weeks following the meeting.
- 4.4 A quorum at a Committee meeting shall be met with the attendance of at least five (5) Members or alternate Members.
- 4.5 Decisions by the Members shall be made by consensus. If consensus is not possible, decisions will be put to a vote and will be considered adopted if a simple majority of Members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, decisions will be deferred to the next subsequent meeting of the Committee for reconsideration. Should the tie persist, the matter will be considered defeated.
- 4.6 Records of decision made by the Committee shall be public.
- 4.7 A decision made by the Committee does not necessarily reflect the view of any one Member or Party.
- 4.8 A Member may designate an alternate to attend any Committee meeting. For clarity, a Member's alternate need not be the same person at each Committee meeting. An alternate shall have all the rights and privileges of the Member at the Committee meetings that the alternate attends, except that the alternate shall not be entitled to vote on:
  - (a) advice to COO on the selection of the Program Assessment Organization;

- (b) a Program Assessment Opinion to be provided to Canada;
- (c) an appointment to the Technical Advisory Committee or the terms of reference for the Technical Advisory Committee; or
- (d) the content of the annual report on implementation of the Final Agreement.

4.9 At the request of any Member, non-Members may attend meetings subject to the following terms:

- (a) the attendance of non-Members at meetings is subject to approval by a decision of the Committee;
- (b) non-Members approved to attend Committee meetings pursuant to (a) may participate in discussions when called upon by the Chair; however, they are not entitled to a vote and cannot participate in the decision-making process of the Members described in paragraph 4.5;
- (c) non-Members approved to attend Committee meetings pursuant to (a) will attend at their own expense; and
- (d) prior to attending a Committee meeting, non-Members shall execute the confidentiality agreement appended to these Terms of Reference as **Schedule A**.

4.10 Notwithstanding paragraph 4.9, if a Member intends to bring legal counsel to a Committee meeting, the Member must give notice to all Members one week in advance of the meeting. All other Members shall each be entitled to invite one (1) legal counsel to the meeting.

## 5. Administrative Team

5.1 An administrative team consisting of employees of Indigenous Services Canada (the “**Administrative Team**”) shall be established to support the operation of the Committee and the Chair in conducting the affairs of the Committee.

## 6. Responsibilities

6.1 The responsibilities of the Committee include:

- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach in Ontario and recommending adjustments to the Reformed FNCFS Program in Ontario to Canada as provided for in the Final Agreement;
- (b) Advising on the selection of and supporting the work of the Program Assessment Organization;
- (c) Receiving and reviewing Program Assessment Reports from the Program Assessment Organization, preparing Program Assessment Opinions and

executive summaries, and providing Program Assessment Opinions and executive summaries to the Parties and the public;

- (d) Advising on the development of guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding;
- (e) Receiving reports from the Ontario FNCFS Data Secretariat in relation to the implementation and efficacy of the Reformed FNCFS Program;
- (f) Receiving reports from the NAN-Canada Remoteness Quotient Table;
- (g) Receiving regular updates from the NAN-Canada Remoteness Quotient Table on research with Statistics Canada to improve measurement of the remoteness of communities connected to the main road network by ferry;
- (h) Receiving reports from ISC on the compliance of FNCFS Agencies with their funding agreements, including compliance with child and community wellbeing plans;
- (i) Jointly developing with ISC cultural humility training for ISC employees that support implementation of this Final Agreement.
- (j) Establishing a Systemic Review Committee as a subcommittee and establishing its terms of reference;
- (k) Receiving advice from the Systemic Review Committee of any trends of concern it finds and recommendations to address and remedy any of its findings;
- (l) Establishing a Technical Advisory Committee as a subcommittee and establishing its terms of reference;
- (m) Receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program; and
- (n) Publishing an annual report on the progress of the implementation of this Final Agreement to be made available to the public, which will be provided to the Parties prior to being released to the public.

#### 6.2 The responsibilities of the Members include:

- (a) making all reasonable efforts to attend meetings of the Committee or appoint an alternate to attend. In the event that a Member is unable to attend a meeting, they must advise the Chair of such and if an alternate will attend the meeting on behalf of the Member;
- (b) acting in accordance with these Terms of Reference and other applicable protocols and guidance of the Committee;
- (c) in the event of a personal conflict of interest, to disclose such conflict to the Committee and to recuse themselves from any discussion, decision, debate, or vote on any matter in respect of which they would be in such a personal conflict of interest; and
- (d) participating in the activities of the Committee and its decision-making.

#### 6.3 The responsibilities of the Chair include:

- (a) the responsibilities of Members as outlined in paragraph 6.2;
- (b) developing the meeting agenda in consultation with the Committee and presiding over meetings;
- (c) ensuring that the Terms of Reference and other applicable protocols and guidance of the Committee are respected;
- (d) ensuring that meetings are carried out effectively, including by encouraging participation from all members, and that all relevant matters are addressed; and
- (e) liaising with the Administrative Team to ensure that meetings are adequately supported.

6.4 The Administrative Team's responsibilities include:

- (a) preparing and distributing meeting materials and records before and after meetings;
- (b) maintaining a repository of Committee documents including meeting records, presentations, and reports;
- (c) providing logistical and administrative support to the Chair and Members; and
- (d) providing other support as determined by the Chair or the Committee.

6.5 In addition to the Systemic Review Committee and the Technical Advisory Committee, the Committee may form one or more sub-committees as it deems necessary to carry out its responsibilities.

## **7. Other Matters**

- 7.1 These Terms of Reference complement the provisions of the Final Agreement on the mandate, membership and other aspects of the Committee. If there is a conflict between these Terms of Reference and the Final Agreement, the Final Agreement shall prevail.
- 7.2 Additional operational protocols or guidance may be developed by the Committee, as appropriate. If there is a conflict between an additional protocol or guidance and these Terms of Reference, the Terms of Reference shall prevail.
- 7.3 The Terms of Reference may be amended at any time on the unanimous agreement of the Parties.

## SCHEDULE A

### CONFIDENTIALITY AGREEMENT

#### **MEMBERS AND ATTENDEES OF THE REFORM IMPLEMENTATION COMMITTEE**

**WHEREAS** the Chiefs of Ontario, Nishnawbe Aski Nation, and Canada (the “**Parties**”) entered into an agreement that resolves all outstanding issues in the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada File No. T1340/7008* proceedings related to the reform of the FNCFS Program in Ontario, resulting in the Final Agreement on the Long-Term Reform of the FNCFS Program in Ontario dated February 26, 2025, and the related order, **XX**;

**AND WHEREAS** the Parties to the Final Agreement on the Long-term Reform of the FNCFS Program in Ontario require Members of the Ontario Reform Implementation Committee and non-Member attendees at Ontario Reform Implementation Committee meetings (“**Members and Attendees**”) to preserve the confidentiality of the information which is disclosed to them for the purposes of fulfilling the Ontario Reform Implementation Committee’s mandate and wish to set out in this agreement the rights, obligations, and sanctions with respect to the disclosure and use of their confidential information (this “**Confidentiality Agreement**”);

**NOW THEREFORE**, the below signatories hereby agree as follows:

1. This Confidentiality Agreement reflects the requirements of the Parties to the Final Agreement on the Long-term Reform of the FNCFS Program in Ontario and the ongoing commitments of Members and Attendees to confidentiality.
2. The content of the discussions of the Ontario Reform Implementation Committee or information shared during its meetings, including but not limited to any proposals, documents, and/or suggestions, shall be kept confidential.
3. Members and Attendees shall not share any information or content obtained during meetings of the Ontario Reform Implementation Committee or related discussions with the public, third parties, or the media. Without limiting the generality of this provision, this includes the dissemination of information by way of live streaming, social media, electronic means, or by way of the physical sharing of documents.
4. Members are permitted to share information with their political leaders, officials, technical staff and advisors, and such other persons as agreed upon by the Committee, to the extent necessary to fulfill the mandate of the Ontario Reform Implementation Committee and keep those individuals informed of the progress in implementing the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario. These additional people must be made aware of and agree to abide by the provisions of this Confidentiality Agreement.

5. Members and Attendees are free to publicly share their own aspirational views on the long-term reform of the FNCFS Program in Ontario, provided that nothing is shared in relation to the discussions, meetings, decisions, or other interactions of the Ontario Reform Implementation Committee.
6. Members and Attendees shall promptly return any information provided to them in the context of their role as a Member or attendee upon request of the Parties, upon their replacement, or upon the termination of their participation.
7. Members and Attendees shall keep all information or documents in their control and possession secure, accept full responsibility for the confidentiality of the information, and take every reasonable step to prevent unauthorized persons from examining and/or copying this information.
8. The terms of this Confidentiality Agreement survive the termination of each Member's membership and each Attendee's participation.

By executing this Agreement, the signatory represents their ongoing commitment to confidentiality and that any infringement by them of these provisions may be grounds for legal action. They further understand and accept their ongoing responsibilities and commitments set out above relating to confidential information.

Signatories:

Date:

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Name:

Date:

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