



## **OAK RIDGES MORaine GROUNDWATER PROGRAM**

Previously Referred to as:  
YORK PEEL DURHAM TORONTO (YPDT) AND  
CONSERVATION AUTHORITIES MORaine COALITION (CAMC)  
GROUNDWATER MANAGEMENT PROGRAM

### **MEMORANDUM OF UNDERSTANDING FOR THE COLLECTION, MAINTENANCE, AND DISTRIBUTION OF PROGRAM DATA AND INFORMATION**

**THE FOLLOWING HAS BEEN AGREED TO BY:**

**CITY OF TORONTO**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**THE REGIONAL MUNICIPALITY OF PEEL**

**THE REGIONAL MUNICIPALITY OF YORK**

**THE REGIONAL MUNICIPALITY OF HALTON**

**CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY**

**CREDIT VALLEY CONSERVATION AUTHORITY**

**GANARASKA REGION CONSERVATION AUTHORITY**

**CONSERVATION HALTON**

**KAWARTHA CONSERVATION AUTHORITY**

**LAKE SIMCOE REGION CONSERVATION AUTHORITY**

**LOWER TRENT REGION CONSERVATION AUTHORITY**

**NOTTAWASAGA VALLEY CONSERVATION AUTHORITY**

**OTONABEE REGION CONSERVATION AUTHORITY**

**TORONTO AND REGION CONSERVATION AUTHORITY**

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## 1.0 BACKGROUND

- A. In the late 1990's, the Toronto and Region Conservation Authority was instrumental in initiating discussions with staff of The Regional Municipality of Peel and The Regional Municipality of York on groundwater management issues. Similarly, in 1999 the Central Lake Ontario Conservation Authority initiated discussions with The Regional Municipality of Durham to create a consistent approach to groundwater understanding and management across municipal and watershed boundaries, and proposed the establishment of partnerships with conservation authorities, municipalities and provincial agencies. The ensuing discussions resulted in a partnership between the three regional municipalities, the City of Toronto, and six conservation authorities to undertake a Groundwater Management Strategy Study.
- B. In a parallel process, the Regional Municipalities of Durham, Peel, and York, in partnership with the City of Toronto and the Conservation Authorities Moraine Coalition (i.e. the nine Conservation Authorities having jurisdiction within the Oak Ridges Moraine) began to address public concerns about the protection of the Oak Ridges Moraine, as well as the growing public interest in the protection of water resources in general.
- C. These two initiatives were brought together when in 2001, the Conservation Authorities agreed to retain a project manager under its direction to move forward with the York-Peel-Durham-Toronto Groundwater Management Study.
- D. In 2017, with the transition of the Conservation Authorities Moraine Coalition to a broader Greater Golden Horseshoe Coalition model, the program was rebranded to the Oak Ridges Moraine Groundwater Program (ORMGP). As such, as of 2017, the former YPDT-CAMC name is no longer actively used and has been supplanted with the ORMGP label.
- E. This is the third Memorandum of Understanding (MOU) agreed to by this coalition, the first having expired in 2010 and the second set to expire at the end of 2020.
- F. In December 2020, Halton Region Council passed the 2021 budget for Halton Region where staff had proposed joining the ORMGP as a funding agency. As of January 1, 2021, Halton Region is a partner to the program on par with the four other funding agencies (Toronto, York, Peel, Durham). As of February 25, 2021, and subsequent to the signing of the MOU by the 13 original primary partner agencies, the MOU has been slightly amended in a number of areas to reflect the inclusion of the Regional Municipality of Halton and Conservation Halton.
- G. In light of the continued achievements of the ORMGP, which have demonstrated the success of multi-agency collaboration in the collection, analysis and sharing of Data and Information related to groundwater management, the City of Toronto, pursuant to its powers of a natural person under section 7 of the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Sch. A, as amended, and The Regional Municipalities of Halton, Durham, Peel, and York, pursuant to their powers of a natural person under section 9 of the *Municipal Act, 2001*, S.O. 2000, c. 25, as amended, the said municipalities have agreed to continue the initiative as a long-term sustained program with the nine conservation authorities which were formerly partners in the Conservation Authorities

Moraine Coalition plus Conservation Halton, and as a joint undertaking among themselves pursuant to section 16 of the said *City of Toronto Act, 2006*, and section 20 of the said *Municipal Act, 2001*. The conservation authorities pursuant to their powers under section 21 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, as amended, have also agreed to continue the initiative as a long-term sustained program with the said municipalities.

**THEREFORE** the parties to this MOU agree as follows:

## 2.0 DEFINITIONS

In this MOU, unless the context requires otherwise,

- (a) **“CAMC”** means an informal association composed of Conservation Authorities under the name of the Conservation Authorities Moraine Coalition (the association was active and regularly met from 1999 through to 2017);
- (b) **“CLOCA”** means the Central Lake Ontario Conservation Authority;
- (c) **“Conservation Authority”** means Central Lake Ontario Conservation Authority, Credit Valley Conservation Authority, Conservation Halton, Ganaraska Region Conservation Authority, Kawartha Conservation Authority, Lake Simcoe Region Conservation Authority, Lower Trent Region Conservation Authority, Nottawasaga Valley Conservation Authority, Otonabee Region Conservation Authority, Toronto and Region Conservation Authority;
- (d) **“Consultant Members”** means any consulting firm that has signed and agreed to the “Consultant Agreement”, substantially in the form of the agreement contained in Schedule 5 to this MOU;
- (e) **“Consultant Member Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 5 to this MOU;
- (f) **“Data”** means: i) a collected measurement (e.g. water levels, geology, pumping rates, etc.) pertaining to an individual location (well, climate, stream flow); or ii) digitized scanned hydrogeological (or other water or geological related) reports that contain relevant water or geology related Data and/or interpretation;
- (g) **“Database”** means the accumulated body of Data and Information contributed from Primary Partner Agencies or collected by ORMGP staff from others and assembled in a coordinated manner through the ORMGP including numerical models as well as geological and hydrogeological maps constructed from the Data points by ORMGP staff or consultants to the program and deposited in electronic format in a central location administered and maintained by ORMGP staff under the oversight of CLOCA in accordance with the ORMGP initiative;
- (h) **“Data and Information Sharing Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 2 to this MOU;

- (i) **“Executive Steering Committee”** means the group of individuals who from time to time hold the positions responsible for the operation of water supply and distribution systems in each Municipality, and the chief administrative officers, or individuals who hold positions having similar responsibilities, of each Conservation Authority, and includes the authorized designates of such individuals;
- (j) **“Information”** means interpretations of the Data in the Database or other Data including without limitation, numerical models, reports or maps prepared by Partner Agencies, ORMGP staff or consultants to the program;
- (k) **“Municipality”** means the City of Toronto, The Regional Municipality of Durham, The Regional Municipality of Peel, The Regional Municipality of York and the Regional Municipality of Halton;
- (l) **“Numerical Models”** means collectively, all digital files necessary to run a specified numerical modelling code (e.g. Modflow, FeFlow, MikeShe, GSFlow, etc.). This would include: i) the database; ii) all necessary interpreted digital input files needed to run the model; and iii) results or output files needed to prepare any figures or results delivered with the numerical model report.
- (m) **“Numerical Model Sharing Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 3 to this MOU;
- (n) **“ORMGP”** means the Oak Ridges Moraine Groundwater Program, all Primary Partner Agencies working together as an informal association in furtherance of the ORMGP;
- (o) **“ORMGP Staff”** means those staff members currently employed by CLOCA (or in the future, upon approval of the Executive Steering Committee, employed by any of the Primary Partner Agencies) for the explicit purposes of managing or technically contributing to the ORMGP;
- (p) **“Primary Partner Agency”** means an original funding and/or technically contributing agency partner, including one of the ten Conservation Authorities or a Municipality. Over the period covered by this MOU, additional Primary Partner Agencies can be added with the approval of the Executive Steering Committee;
- (q) **“Secondary Partner Agency”** means a Local Municipality or incorporated government agency that has signed and agreed to the Secondary Partnership Agreement.  
  
Over the period covered by this MOU, upon request, additional Secondary Partner Agencies can be added by ORMGP staff with notification to the Technical Steering Committee and signing of the Secondary Partnership Agreement;
- (r) **“Secondary Partner Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 4 to this MOU;
- (s) **“Technical Steering Committee”** means the group of individuals from each Primary Partner Agency who are designated by members of the Executive Steering

Committee to provide technical liaison between the Primary Partner Agency and the ORMGP and to assist in guiding the program forward.

- (t) **“YPDT/CAMC”** (2001 through 2017) historically meant the Conservation Authorities and Municipalities working together as an informal association in furtherance of the YPDT-CAMC Groundwater Management Program.
- (u) **“YPDT/CAMC Program”** (2001 through 2017) historically meant the overall collective program as carried out by staff on behalf of the Primary Partner Agencies.

### 3.0 PROGRAM DESCRIPTION

The ORMGP is a joint undertaking by the Primary Partner Agencies for the purpose of providing a multi-agency, collaborative approach to collecting, analyzing and disseminating water resource Data and Information as a basis for effective stewardship and management of water resources. The program boundary incorporates the entirety of three Source Water Protection (SWP) Regions (i) Credit Valley, Toronto and Region, and Central Lake Ontario; ii) South Georgian Bay – Lake Simcoe; and iii) Trent Conservation Coalition), allowing for consistency in approach across the SWP Regions. As of January 2021, the boundary also includes that part of the Halton/Hamilton SWP Region that encompasses Halton Region and Conservation Halton. These SWP Regions encompass the areas of jurisdiction of the Primary Partner Agencies.

#### 3.1 Primary Objectives

The primary objectives of the ORMGP are to:

- (a) maintain an up to date hydrogeological analysis system, comprised of: i) a Database; ii) a 3-D digital geological representation; and iii) numerical groundwater flow model(s), that can be used by any Partner Agency to address issues related to water management;
- (b) maintain a password protected web-based portal where technical staff from i) Primary Partner Agencies; ii) Secondary Partner Agencies; iii) Consultant Members; and iv) others as agreed to from time to time (e.g. Federal and Provincial Agencies and Universities), are able to quickly and easily gain access to (and where possible to upload and/or download) program Data and Information;
- (c) coordinate access to the ORMGP password protected web-based portal by technical staff from: i) Primary Partner Agencies; ii) Secondary Partner Agencies; iii) Consultant Members; and iv) others as agreed to by the Technical Steering Committee from time to time (e.g. Federal and Provincial Agencies and Universities); including the creation and maintenance of web-based accounts as needed, the establishment and setting of any agreed to fees, and the collection of such fees (through Central Lake Ontario Conservation Authority);



- (d) maintain an open web-based portal where members of the public can quickly and easily gain access to limited parts of the ORMGP Data and Information;
- (e) continue to develop improvements in the ORMGP web-based portal to ensure that knowledge and insights gained from the past are presented in a manner that assists water related decision making into the future;
- (f) maintain an inventory of numerical models that, upon the signing of the ORMGP “Numerical Model Sharing Agreement”, as substantially in the form contained in Schedule 3 to this MOU, can be used in addressing/exploring water management issues/opportunities;
- (g) develop consistency in water management approaches at the Primary Partner Agencies;
- (h) coordinate water management approaches and techniques across the boundaries of the Primary Partner Agencies;
- (i) liaise with the federal government and provincial governments for the purposes of:
  - a. incorporating relevant datasets into the ORMGP (and signing any agreements on behalf of the Primary Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
  - b. working with provincial and federal agencies to seek agreement for widespread distribution and use of federal and provincial Data and Information sets beyond the Primary Partner Agencies;
  - c. promoting the overall water management approach to the upper levels of government; and
  - d. seeking additional sources of funding for the ORMGP;
- (j) liaise with Secondary Partner Agencies and Consultant Members and others as agreed to from time to time (e.g. Federal and Provincial Agencies and Universities) for the purposes of:
  - a. incorporating relevant datasets into the ORMGP (and signing any agreements on behalf of the Primary Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
  - b. ensuring that technical staff from all Secondary Partner Agencies and Consultant Members are able to readily provide Data and Information to ORMGP staff beyond what is available from the Primary Partner Agencies;

## **4.0 COLLECTION OF DATA**

- 4.1** Each Primary Partner Agency will collect water related Data in accordance with its requirements as determined by its responsible officers and/or management personnel, subject to the policies and/or direction of the Council of the Municipality or Board of the Conservation Authority, as the case may be. A Primary Partner Agency is not obligated to collect any type of Data or Information by virtue of agreeing to participate in the ORMGP or by agreeing to act in accordance with this MOU.

- 4.2** The ORMGP may establish non-binding protocols for the collection of Data for the purpose of providing organization and formatting standards which will permit the convenient and effective incorporation and utilization of high quality Data by the Partnered Agencies. Such protocols could be wide ranging, including addressing the issues of: coordination of Data collection efforts by the Primary Partner Agencies; technical requirements for measurement and testing activities; and procedures for adding new Data to the Database. In addition, specific projects could be proposed to deal with such matters as the coordination of funding for specific Data collection initiatives.

## **5.0 DEPOSIT OF DATA**

- 5.1** Each Primary Partner Agency will deposit Data which it has collected into the Database (or make it available to ORMGP staff for incorporation into the Database) within a reasonable time after the Data has been collected and compiled by the Primary Partner Agency in a readily accessible and understandable manner and format, and has been reviewed by its responsible officers and/or management personnel.
- 5.2** Notwithstanding section 5.1, a Primary Partner Agency is not obligated by this MOU to deposit any Data into the Database. For example, if the Primary Partner Agency in its absolute discretion is of the opinion that specific categories or items of Data include "personal information", as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, or information of a general nature which the Primary Partner Agency may refuse to disclose in accordance with sections 6, 7, 8, 9, 10, 11, 12, 13, or 15 of the said Act, the Primary Partner Agency may determine not to contribute the Data to the Database.

## **6.0 MAINTENANCE OF DATA**

- 6.1** ORMGP staff, under the oversight of CLOCA will act as the custodian of the Database. The responsibilities of the ORMGP will include without limitation:
- Coordination with Primary Partner Agencies, for the deposit of new Data into the Database;
  - Provision of a high quality of oversight with respect to the quality of the Data being deposited into the Database, to ensure that the Data is within a reasonable range of results, in accordance with generally accepted standards of analysis;
  - Acquisition and incorporation into the Database of new Data from any relevant source, which could be obtained from, for example, historical consultant reports, universities, consultants, the Government of Canada, the Province of Ontario or of another province or territory in Canada, the government of a foreign country or state, or from an agency of any such government or any international organization of states or a body of such an organization;



- Incorporation of Data into the Database in a manner that will facilitate fast and convenient access by Primary Partner Agencies;
- Development and maintenance of a metadata process to track the origin and quality of Data in the Database;
- Serve as the custodian and manager of numerical models that have been used by Primary Partner Agencies to make water management or land use decisions. Management of these numerical models includes ensuring that all files necessary to run the numerical model to completion have been delivered to the Primary Partner Agency from a consultant.
- Maintain an inventory of numerical models that are available, upon the signing of the ORMGP Numerical Model Sharing Agreement, for future use.
- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient functioning of the Database;
- Provision of a copy of updated Data to Primary Partner Agencies on a regular schedule with an interval of one year as the proposed target; and
- Any other responsibilities relating to the program as approved by the Executive Steering Committee and agreed to by CLOCA.

## **7.0 INTERPRETATION OF DATA**

**7.1** ORMGP staff, in cooperation and collaboration with Primary Partner Agency staff, will interpret Data (or retain consultants to interpret Data) from the Database to derive Information. Interpretation will largely be in the form of digital geological and hydrogeological maps, numerical models, technical graphs, as well as reports. Each Primary Partner Agency, either independently or with the participation of consultants, may also interpret Data from the Database to derive information.

## **8.0 MAINTENANCE OF INFORMATION**

ORMGP staff, under the oversight of CLOCA, will be the custodian of the Information. The responsibilities of ORMGP will include without limitation:

- Provision of an updated suite of interpreted maps to Primary Partner Agencies on a regular schedule with an interval of one year as the proposed target;
- Coordination with Primary Partner Agencies for the incorporation of changes and new interpretations into the information sets;
- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient interpretation and distribution of the information.

## **9.0 DISTRIBUTION OF DATA (NON WEB-BASED)**

- 9.1** Upon request to ORMGP staff, each Primary Partner Agency shall have access to Data for locations within its boundaries or area of jurisdiction, plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, except where the Primary or Secondary Partner Agency or Consultant Member has deposited Data into the Database and has imposed restrictions on access to its Data by other Primary or Secondary Partner Agencies or Consultant Members.
- 9.2** Notwithstanding section 9.1, upon request to ORMGP staff, each Primary Partner Agency shall have access to Data for locations which are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Primary Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project that is located in whole or in part within the boundaries or the area of jurisdiction of another Primary Partner Agency, unless the Primary or Secondary Partner Agency or Consultant Member has deposited Data into the Database and has imposed restrictions on access to its Data by other Primary or Secondary Partner Agencies or Consultant Members.
- 9.3** Each Primary Partner Agency may use any Data which it has accessed from the Database, for any purpose which the Primary Partner Agency in its absolute discretion sees fit except where the Primary Partner Agency which has deposited the Data into the Database has imposed restrictions upon the purposes for which the Data may be used by other Primary Partner Agencies.
- 9.4** In cases where large ORMGP derived data sets are required for use by a third party, (e.g. in support of projects administered by a Primary Partner Agency), a Data and Information Sharing Agreement can be used. The Primary Partner Agency which has jurisdiction of the geographical area in question will be informed of the request prior to the release of any Data or Information and, it is at the discretion of that Primary Partner Agency as to whether such a Data and Information Sharing Agreement is required. Regardless of whether a Data and Information Sharing Agreement has been signed, each Primary Partner Agency may disclose any Data that it has accessed from the Database to any person as the Primary Partner Agency in its absolute discretion sees fit, except where the Primary Partner Agency which has deposited the Data has imposed restrictions upon the disclosure of specific categories or items of Data or upon the purposes for which Data may be disclosed or has requested a Data and Information Sharing Agreement be used. As requested, ORMGP staff will assist with the logistics of such large data transactions.
- 9.5** In the cases of data transfer as outlined in section 9.4, each Primary Partner Agency shall ensure that any person who requests access to Data agrees to provide any Data that the person collects about locations, within the area to which the Data which is disclosed relates, back to the Primary Partner Agency for incorporation into the Database.
- 9.6** If required, Data and Information Sharing Agreements (see Schedule 2) shall be administered by the Primary Partner Agency to whom a request for access to Data is made. Upon request, this can also be undertaken by ORMGP staff.

- 9.7** Subject to any agreement between a Primary Partner Agency and the Province of Ontario or the Government of Canada, or agencies thereof the Primary Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, as much of the Data collected under the ORMGP as possible.
- 9.8** Nothing in this MOU requires a Primary Partner Agency that has accessed Data from the ORMGP to disclose any categories or items of Data to any person, if the Primary Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Primary Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 9.9** Nothing in this MOU restricts the ability of a Primary Partner Agency to disclose Data which it has deposited to the ORMGP to any person upon such terms and conditions as the Primary Partner Agency considers appropriate.
- 9.10** Nothing in this MOU restricts the obligation of a Primary Partner Agency to disclose any category or item of Data as required by law.

**10.0 DISTRIBUTION OF INFORMATION (NON WEB-BASED)**

- 10.1** Upon request to ORMGP staff, each Primary Partner Agency shall have access to Information for locations within its boundaries or area of jurisdiction plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind.
- 10.2** Notwithstanding section 10.1, upon request to ORMGP staff, each Primary Partner Agency shall have access to Information for locations that are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Primary Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project which is located in whole or in part within the boundaries or the area of jurisdiction of another Primary Partner Agency, unless the Primary or Secondary Partner Agency or Consultant Member has deposited Information into the Database and has imposed restrictions on access to its Information by other Partner Agencies.
- 10.3** Each Primary Partner Agency may use any Information which it has accessed from the ORMGP for any purpose which the Primary Partner Agency in its absolute discretion sees fit.
- 10.4** In cases where extensive ORMGP derived Information products are required for use by a third party, (e.g. in support of projects administered by a Primary Partner Agency), a Data and Information Sharing Agreement can be used. On a case by case basis, it is at the discretion of the Primary Partner Agency as to whether such a Data and Information Agreement is required. Regardless of whether a Data and Information Agreement has been signed, each Primary Partner Agency may disclose any Information that it has accessed from the ORMGP to any person as the Primary

Partner Agency in its absolute discretion sees fit. If requested, ORMGP staff will assist with the logistics of such large data transactions.

- 10.5** In the cases of Data transfer as outlined in section 10.4, each Primary Partner Agency shall ensure that any person who requests access to Information agrees to provide any insights/changes required regarding the Information provided, within the area to which the Information which is disclosed relates, back to the Primary Partner Agency, for the purposes of having ORMGP staff improve future renditions of the Information.
- 10.6** If deemed to be required, Data and Information Sharing Agreements shall be administered by the Primary Partner Agency to whom a request for access to Information is made. Upon request, this can also be undertaken by ORMGP staff.
- 10.7** The Primary Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, the Information compiled under the ORMGP.
- 10.8** Nothing in this Memorandum of Understanding requires a Primary Partner Agency which has obtained Information from the Program to disclose said Information to any person, if the Primary Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Primary Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 10.9** Nothing in this Memorandum of Understanding restricts the ability of a Primary Partner Agency to disclose Information which it has deposited to the program to any person upon such terms and conditions as the Primary Partner Agency considers appropriate.
- 10.10** Nothing in this Memorandum of Understanding restricts the obligation of a Primary Partner Agency to disclose any category or item of Information as required by law.

## **11.0 DISTRIBUTION OF DATA AND INFORMATION – WEB-BASED**

- 11.1** With respect to sections 9.7 and 10.7, ORMGP will maintain a program website, that discusses the overall program, scientific technical aspects related to the program, and provides a web-based portal to allow for fast and convenient access to the program's Data and Information. The web-based portal will be designed such that there is: i) an open area where the general public can view Data and Information; and ii) a password protected area where specific technical Data and/or Information from the program will only be available to technical staff from Partner Agencies and Consultant Members.
- 11.2** Upon request, any staff member from a Primary Partner Agency will be provided with access to the password protected part of the web-portal.
- 11.3** Technical staff from both Secondary Partner Agencies as well as from Consultant Members will be allowed access to the ORMGP's Data and Information via the password protected web portal upon the signing of an agreement (see Schedule 4 and/or 5) with the ORMGP and the payment of any fees as set from time to time by

ORMGP staff in consultation with the Technical Steering Committee. Over the period covered by this MOU, upon request additional Secondary Partner Agencies or Consultant Members can be added by ORMGP staff with notification to the Technical Steering Committee.

**11.4** Each Primary Partner Agency can decide which of their data or information (if any) is to be reserved for access through the password protected portal only.

**11.5** No Data Sharing Agreements are required for web-based access to ORMGP Data and/or Information.

## **12.0 LIABILITY AND INSURANCE**

Each of the Primary Partner Agencies during the term of this MOU shall maintain in force adequate policies of comprehensive general liability insurance in an amount of not less \$1,000,000 per occurrence, in respect of any claims or causes of action which may arise as a result of the Primary Partner Agency's participation in the ORMGP. Such amount of coverage may be increased from time to time during the term of the MOU to accord with the general practice of the Primary Partner Agencies.

## **13.0 TERM, AMENDMENTS, TERMINATION**

**13.1** This MOU comes into effect on the date when it has been executed by all of the Primary Partner Agencies. The MOU will continue in effect until December 31, 2030, and may be extended for successive additional periods of not more than ten years by the written agreement of the Primary Partner Agencies, upon the same terms and conditions as those set out in this MOU.

**13.2** Each Primary Partner Agency agrees that it is making a commitment to participating in the program in accordance with the provisions of this MOU. A Primary Partner Agency may withdraw from the program by giving not less than six months notice in writing to ORMGP staff as well as to each of the other Primary Partner Agencies at the addresses and to the designated contact persons or positions set out in Schedule 1.

## **14. GENERAL**

### **14.1 Notice**

Any notice made or given under this MOU shall be in writing and may be delivered to other Primary Partner Agencies by prepaid registered mail, at the addresses set out in Schedule 1, or at such other addresses as to the other Primary Partner Agencies may designate from time to time in writing. The notice will be deemed to have been received on the day following three consecutive business days after the day of mailing in the absence of any strike or other interruption in postal service.

### **14.2 Interpretation**

(a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.

- (b) This MOU sets out the fundamental elements of the understanding among the Primary Partner Agencies concerning the administration and operation of the ORMGP.

#### **14.3 Non-Enforceable Obligations**

The provisions of MOU are not intended to create obligations which are capable of being enforced before a court of law by one Primary Partner Agency against another Primary Partner Agency.

#### **14.4 Applicable Laws**

The Primary Partner Agencies shall comply with all applicable laws in carrying out their activities relating to the ORMGP.

#### **14.5 Intellectual Property**

If CLOCA, its officers, directors, employees, contractors or agents create any Intellectual Property in the course of carrying out their responsibilities under this MOU, the Primary Partner Agencies shall be deemed to be the owners of such Property in equal shares, in the absence of any agreement among the Primary Partner Agencies which provides otherwise.

#### **14.6 No Agency**

Nothing in this MOU is to be construed as authorizing any one of the Primary Partner Agencies to contract for or incur any obligation on behalf of or to act as agent for one or more of the other Primary Partner Agencies.

#### **14.7 Additional Documents and Actions**

The parties agree to execute and deliver such further documents or do such other things as may reasonably be required from time to time by the Executive Steering Committee to give effect to this MOU. The Primary Partner Agencies agree to work together in a spirit of co-operation to make the ORMGP work as effectively as possible.

#### **14.8 No Assignment**

The rights and responsibilities of a Primary Partner Agency under this MOU may not be assigned to any other person.

#### **14.9 Counterparts and Signatures**

This MOU may be executed in two or more counterparts that together shall constitute one and the same MOU. The parties may sign this MOU by fax or electronic transmission and delivered to each Primary Partner Agency at the addresses set out in Schedule 1.



**IN WITNESS WHEREOF** the parties hereto have executed this MOU under the hands of their respective officers duly authorized on their behalf.

**CITY OF TORONTO**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

**THE REGIONAL MUNICIPALITY OF DURHAM**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

**THE REGIONAL MUNICIPALITY OF PEEL**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

## THE REGIONAL MUNICIPALITY OF YORK

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

## THE REGIONAL MUNICIPALITY OF HALTON

By: \_\_\_\_\_ By: \_\_\_\_\_  
DocuSigned by:  
Andrew Farr  
4B3D9FBB1295453...

Name: Andrew Farr Name: \_\_\_\_\_

Title: Commissioner, Public Works Title: \_\_\_\_\_

Dated: April 5, 2021

I/We have authority to bind the corporation

## CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

## CREDIT VALLEY CONSERVATION AUTHORITY

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

## CONSERVATION HALTON

By: Hassaan - \_\_\_\_\_ By: \_\_\_\_\_

Name: Hassaan Basit \_\_\_\_\_ Name: \_\_\_\_\_

Title: President & CEO \_\_\_\_\_ Title: \_\_\_\_\_

Dated: May 12, 2021

I/We have authority to bind the corporation

## GANARASKA REGION CONSERVATION AUTHORITY

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

I/We have authority to bind the corporation

**KAWARTHA CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

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**LAKE SIMCOE REGION CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

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**LOWER TRENT REGION CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**NOTTAWASAGA VALLEY CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**OTONABEE REGION CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**TORONTO AND REGION CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

## **APPENDED SCHEDULES**

The following Schedules, which, over the period covered by this MOU, may be updated from time to time by ORMGP staff in consultation with the Technical Steering Committee, are attached to, and form part of this MOU:

Schedule 1 - Contact Details

Schedule 2 - Data and Information Sharing Agreement

Schedule 3 – Numerical Model Sharing Agreement

Schedule 4 – Secondary Partner Agreement

Schedule 5 – Consultant Member Agreement

Schedule 6 – Consultant – Client Waiver to Provide Data to ORMGP

Schedule 7 - Accessibility of Data and Information

Schedule 8 – ORMGP Data Provision Clause for Incorporation into a  
Hydrogeological/Hydrological/Geotechnical Terms of Reference  
Document

Schedule 9 – Website Disclaimer

Schedule 10 – Financial Framework



## SCHEDULE 1



### Contact Details

#### **Municipalities' and Conservation Authorities' Designated Contact Person or Position, Business Addresses, email Addresses**

City of Toronto  
Contact: Mr William Snodgrass; Ph: 416-392-9746  
Metro Hall, Stn. 1180, 18<sup>th</sup> Floor  
55 John Street  
Toronto Ontario  
M5V 3C6  
wsnodgr@toronto.ca

The Regional Municipality of York  
Contact: Mr. Mike Fairbanks; Ph: 877-464-9675 x75523  
17250 Yonge Street  
Newmarket, Ontario  
L3Y 6Z1  
Mike.Fairbanks@york.ca

The Regional Municipality of Peel  
Contact: Mr. Luis Lasso; Ph: 905-791-7800 x 4646  
10 Peel Centre Drive  
Brampton, Ontario  
L6T 4B9  
Luis.Lasso@peelregion.ca

The Regional Municipality of Durham  
Contact: Ms. Beata Golas; Ph: 800-372-1103 x3447  
605 Rossland Rd. E.  
Whitby Ontario  
L1N 6A3  
Beata.Golas@Durham.ca

The Regional Municipality of Halton  
Contact: Mr. Jon Clark; Ph: 905-825-6000, ext. 7488  
1151 Bronte Road  
Oakville, Ontario  
L6M 3L1  
jon.clark@halton.ca

Toronto and Region Conservation Authority  
Contact: Mr. Don Ford; Ph: 416-661-6600 x5369  
5 Shoreham Drive  
Downsview, Ontario  
M3N 1S4  
Don.Ford@trca.ca

Credit Valley Conservation  
Contact: Mr. Kerry Mulchasingh; Ph: 905-670-1615  
1255 Old Derry Road  
Mississauga, Ontario  
L5N 6R4  
Kerry.Mulchansingh@cvc.ca

Nottawasaga Conservation Authority  
Contact: Mr. Ryan Post; Ph: 705-424-1479  
8195 Concession 8  
Utopia, Ontario  
L0M 1T0  
rpost@nvca.on.ca

Conservation Halton  
Contact: Jacek Strakowski; Ph: 905-336-1158 x 2253  
2596 Britannia Road West  
Burlington, ON  
L7P 0G3  
jstrakowski@hrca.on.ca

Central Lake Ontario Conservation  
Authority  
Contact: Godofredo Carpio; Ph: 905-579-0411  
100 Whiting Ave.  
Oshawa, Ontario  
gmcarpio@cloc.ca

Lake Simcoe Region Conservation  
Authority  
Contact: Ms. Shelly Cuddy; Ph: 905-895-1281  
Box 282, 120 Bayview Parkway  
Newmarket, Ontario  
L3Y 4X1  
s.cuddy@lsrca.on.ca

Kawartha Conservation  
Contact: Mark Majchrowski; Ph: 705-328-2271  
RR#1, 277 Kenrei Park Road  
Lindsay, Ontario  
K9V 4R1  
mmajchrowski@kawarthaconservation.com

Otonabee Region Conservation Authority  
Contact: Mr. Gord Earle; Ph: 705-745-5791  
250 Milroy Drive  
Peterborough, Ontario  
K9H 7M9  
gearle@otonabee.com

Lower Trent Region Conservation Authority  
Contact: Mr. Shan Mugalingam; Ph: 613-394-4829  
RR#1, 714 Murray Street,  
Trenton, Ontario  
K8V 5P4  
shan.mugalingam@ltc.on.ca

Ganaraska Region Conservation Authority  
Contact: Ms. Jessica Mueller; Ph: 905-885-8173  
Box 328  
Port Hope, Ontario  
L1A 3W4  
jmueller@grca.on.ca

## SCHEDULE 2



### Data and Information Sharing Agreement

This Agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 20XX

Between:

*(insert name of Municipality to which request for access to data and information is made by  
consultants or members of the public)  
(.e.g. The Regional Municipality of Durham, Peel, or York, or the City of Toronto)*

(The "Region", or, "The City")

and

\_\_\_\_\_  
(The "User")

#### SECTION A: DATA AND/OR INFORMATION REQUESTED

*Insert the text of the request here. Or provide a short description of the Data or Information requested and attach the request for Data or Information as an Appendix to the Agreement.*

#### SECTION B: USE OF THE DATA AND/OR INFORMATION

*Describe the purpose of the request here, unless the text of the request, inserted above, clearly states the purpose, or make reference to the request for data or information which has been attached to the Appendix.*

#### SECTION C: DISCLAIMER

The *following* disclaimer applies to the disclosure of the Data and/or Information requested. While efforts are *made* to ensure *that* the Data and/or Information supplied in response to the request is accurate and up-to-date:

- I. neither the [*Region/City*], *partner* Conservation Authorities, nor any of their employees or council members, officers, employees, successors and assigns shall be liable for any damages, or suffer any loss arising from any errors or inaccuracies therein, or from any misuse, misinterpretation or misapplication thereof by the User, whether due to the negligence, omission, or activities of such employees or officers or otherwise; and
- II. the said Data and/or Information is made available to the User solely on condition that the User and the *User's* heirs, executors, administrators, successors and assigns assume full responsibility for any risk associated with the use or misuse thereof, and agree to indemnify and hold harmless the Region/City and partner Conservation Authorities and their council members, officers, employees, successors and assigns from any and all damages or losses whether arising directly or indirectly from the disclosure of the data and information, including all damages and losses of the type described in clause (i) above.

## **SECTION D: CONDITIONS**

The following conditions apply to the release of Data and Information:

- i) The Region/City *must* be acknowledged as the agency from which the Data and/or Information was obtained in any reports prepared by the User for any person, or in any publications of any kind;
- ii) The User *will* bring to the attention of the Region/City, preferably via the ORMGP staff, any errors detected in the Data and/or Information;
- iii) The *Data* and/or Information described in Section A will be used exclusively for the purpose described in Section B and any other use of the data and/or information shall be subject to the written permission of the Region/City;
- iv) The *User* will not disclose, in digital or any other form, the Data/and/or Information to third parties without the explicit written permission of the Region/City;
- v) The Region/City hereby gives the User explicit written permission to share the data and/or information, as required, with the Ministry of the Environment, Conservation and Parks of the Province of Ontario or its successor ministry;
- vi) The User shall supply back to the ORMGP (either directly or via the Region/City) any newly collected geological or hydrological Data and/or Information acquired during the course of the project. This will be used to improve upon the interpretation of the geology or groundwater flow system in the vicinity of the project. Ideally this should be in digital database format;
- vii) The User acknowledges and agrees that the collection, use and disclosure of the Data and/or Information provided by the Region shall be governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. c. M.56, as amended, including but not limited to section 10 thereof;

- viii) The Data and/or Information will remain the property of the Region/City or of the person or government or other agency which has collected, organized, analyzed, and interpreted the Data and/or Information, as the case may be, and all intellectual property rights in such data and/or information remain vested in that person, government, or agency; and
- ix) In the event the User undergoes a change in either ownership or organization, this agreement will become null and void and all Data and/or Information provided shall be immediately returned to the Region/City.

**I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:**

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(I have the authority to bind the corporation)

## SCHEDULE 3



**Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_**

between:

**Agency Name**

(The “**OWNER**”)

and:

\_\_\_\_\_ (The “**USER**”)

**having a place of business at:** \_\_\_\_\_

For the use of the

**Long Model Name**

(The “**MODEL**”)

To fulfill the requirements of

**Project Title**

(The “**PROJECT**”)

## SECTION A: BACKGROUND CONTEXT TO AGREEMENT

This Agreement has been prepared as one component of a comprehensive multi-agency initiative to maintain water related data, information, and interpretation. The **OWNER** is intending to actively maintain the **MODEL** into the future. Long term active model maintenance includes keeping an up-to-date database upon which the **MODEL** is based, as well as incorporating into the **MODEL** new insights and/or interpretations that arise as various users work with the **MODEL**. Upon each new use of the **MODEL**, the **OWNER** requires that a new agreement be signed to allow for the **MODEL** to be kept as up-to-date as



possible and that the most recent data, analyses and interpretations can be brought to bear on subsequent studies.

Upon receipt of the **MODEL**, the **USER** acknowledges that age of the model, the scale/resolution of the model, the model's original intent, etc., may put constraints on the **MODEL's** applicability. It is the responsibility of the **USER** to determine whether there are approaches more suitable than simply using the model files as received. Alternately, users may make use of only structural components of the model files, such as material property distribution, spatial interpretations, initial conditions, etc., the suitability of which is also in the sole responsibility and judgement of the **USER**.

Given the nature of the proposed project, the **OWNER** could suggest/recommend the most appropriate model for the task at hand, if requested. The **USER** is free to select any or all models available to the **USER** that intersect their project area, where available. The idea is that model sharing could perhaps reduce duplication of effort, thereby lowering costs by delivering previous work in a digital format.

## SECTION B: DEFINITIONS

For this Numerical Model Sharing Agreement, the following terms will be used:

1. The **MODEL** refers to the numerical model(s) described in Section C hereinafter referred to as the “**Long Model Name**” (or the “**Short Model Name**” for short), as requested by the **USER** and provided by the **OWNER** under the terms of this model sharing Agreement. The term **MODEL** is implicit in reference to all elements of the numerical model(s) required in reproducing model results, including:

- (a) The model executable(s) and model code version number(s);
- (b) Data used to construct (i.e., model structural files, model parameters) and to run the model (input variables) for any variant (e.g., scenario) of the model used in production of model results; and,
- (c) All model control files that are required to run any model variant (e.g., calibration, validation, baseline, scenario, uncertainty analysis, etc.).

The **OWNER** will assign the model name: “**Short Model Name**” as a reference to the provided **MODEL** to which the **USER** must adhere to when reporting on the **MODEL** provided. Unless specifically requested by the **OWNER**, the use of the term “**Short Model Name**” is restricted from being used in reference to any models produced by the **USER** as a **DERIVATIVE** in fulfillment of this **PROJECT**.

2. The **PROJECT** refers to the name of the project for which the **USER** wishes to make use of the **MODEL and** as described in Section D, below.
3. A “**DERIVATIVE**” refers to any model produced by the **USER** that was in any way informed, founded upon or based on the provided **MODEL**. **DERIVATIVE** includes any model utilized by the **USER** in which the **MODEL** structure (e.g., local refinements, parameter changes, boundary condition changes, re-scaling, etc.) have been made to fulfill the needs of the **PROJECT**.

## SECTION C: MODEL(S) REQUESTED

1. Long Model Name (The **MODEL**)

## SECTION D: INTENDED USE OF THE REQUESTED MODEL(S)

*(this Description of the Project section is to be completed by the **USER**.)*

## SECTION E: NUMERICAL MODEL DISCLAIMER/LIMITED WARRANTY<sup>1</sup>

The **OWNER** does not warrant the **MODEL** or any associated software to be correct, free from defects, suitable for any purpose, or compatible with any model of computer, hardware or other software.

The **USER** acknowledges that the **MODEL** was developed for a specific task and cannot be considered directly transferable as-is to fulfill the needs of the **PROJECT**. It is the responsibility of the **USER** to verify that the **MODEL**, any software associated with the **MODEL** and any work produced using this **MODEL** are suitable to address some or all of the needs of the **PROJECT**.

The **USER** shall apply industry standards of care in the using/developing/refining the **MODEL** for the purposes outlined herein and in doing so, may have modified the **MODEL**. The **OWNER** shall not be liable for any reuse of the **MODEL** where modifications have been incorporated.

The **OWNER** rejects all liability and responsibility relating to the consequences, to the **USER** or any third party, of using the **MODEL** and its **DERIVATIVE**. In no event will the **OWNER** be liable for indirect, incidental, economic or consequential damages arising out of the use of the **MODEL**, including, without limitation, damages or costs relating to loss of revenue or profits, business, goodwill, data or computer programs, or claims by a third party. Except for representations and warranties expressly made in this Agreement, the **MODEL** is provided on an "as is" basis, and there are no representations or warranties, express or implied by statute, including, without limitation, any with respect to:

1. Merchantability or fitness for any purpose;
2. Operational state, character, quality or freedom from defects.

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<sup>1</sup>The following Disclaimer or Liability Waiver has been adapted from the National Research Council of Canada to suit the needs of government agencies that wish to share numerical models with external unaffiliated parties.

The **USER** shall indemnify and save harmless the **OWNER**, their employees, council members, partners and agents from and against, and be responsible for:

1. All claims, demands, losses, damages, costs including solicitor and client costs, actions, suits or proceedings brought by any third party, that are in any manner based upon, arising out of, related to, occasioned by, or attributable to the use of the **MODEL** and any **DERIVATIVE**.
2. Other costs, including extra-judicial costs, of **OWNER** defending any such action or proceeding, which **OWNER** shall have the right to defend with counsel of their choice.

## SECTION F: AGREEMENT

This Agreement between the **OWNER** and **USER** allows for the use/access of the **MODEL**. The **OWNER** is allowing access of the **MODEL** to the **USER** for the sole purpose of the **PROJECT** at no charge in the interests of promoting sound water management decision making. As a result, the use of the **MODEL** is subject to the following conditions:

1. The **MODEL** and any **DERIVATIVE** can only be used by the **USER** exclusively to fulfil the purposes of the **PROJECT** as outlined in Section C.
2. Regardless of how significantly the **MODEL** might change as a result of work undertaken on the **PROJECT** the **OWNER** still retains ownership of the **MODEL** and any **DERIVATIVE** associated with the **PROJECT**.
3. Upon completion of the **PROJECT**, the **USER** agrees to return the **MODEL** and any and all **DERIVATIVE** to the **OWNER** as used to fulfil the purposes of the **PROJECT** as outlined in Section C. The purpose of this request is to provide the **OWNER** with the opportunity to update the **MODEL** with any new data, insights, and understanding that may have been incorporated into a **DERIVATIVE** as a result of the **PROJECT**.
4. Upon completion of the **PROJECT**, and at the specific request of the **OWNER**, **USER** (along with their technical modelling sub-consultants, if applicable) agrees to attend a technical meeting with the **OWNER** in order to convey any new data, insights and understandings that have been incorporated into any **DERIVATIVE** as a result of the **PROJECT**. The **USER** staff time costs for the meeting are to be borne by the **USER**.
5. Unless specifically requested by the **OWNER**, and regardless of whether the **MODEL** is used as provided and no **DERIVATIVE** is produced, the **USER** agrees that any documentation prepared for the **PROJECT** must not use the term "**Short Model Name**" without adding a prefix, suffix, modifier, or qualifier, or changing the model name altogether, to convey that the results are not part of the original intent and design of the **MODEL**. Reference must still be given to the "**Short Model Name**" in all documentation, as it nonetheless formed the basis for the analyses undertaken for the **PROJECT**.
6. The **OWNER** assumes no liability whatsoever for any decisions that may arise as a result of **USER** having made use of the **MODEL** and any **DERIVATIVE** for the purposes of the **PROJECT**.
7. The **USER** will not market, commercialize, or profit from the **MODEL** (in whole or in part) without the prior express written consent of **OWNER**, which consent may be withheld in the sole discretion of the **OWNER**.
8. The **USER** will not permit persons (other than its own personnel) to access the **MODEL** without the prior express written consent of **OWNER**, which consent may be withheld in the sole discretion of the **OWNER**.
9. This Agreement is effective from the date of signature until the **OWNER** has received back **MODEL** and any **DERIVATIVE** from **USER**.
10. The **OWNER** will not consider the **MODEL** delivered until the **MODEL** is successfully run to completion on a machine of their choosing.
11. Section E and G and clauses 1, 2 and 5 to 8 of Section F of this Agreement will survive expiry of this Agreement.

SECTION G: INFORMATIONAL OWNERS

The **OWNER** shall remain the owner of its data and information at all times and in all instances, including upon termination or bankruptcy. All of the **OWNER's** data, information and/or customizations required to fulfill the obligations of the **PROJECT** will be owned by the **OWNER**, and may not be used by the **USER** for any other purpose other than those required to fulfill the obligations of the **PROJECT** without seeking the explicit written approval by the **OWNER**. Customizations shall include all deliverables newly developed by **USER** in the performance of the services for the specific and unique needs of **OWNER** under this **PROJECT**.

All data, geological interpretations, land use classifications, flow model files and revisions made to these shared model files shall be provided to the **OWNER**. Upon project completion, these files and any derivatives thereof shall remain the sole and exclusive property of the **OWNER** and cannot be used by the **USER** for any other consulting projects without expressed written permission from the **OWNER**.

OWNER	Contact Name	Contact Number
Agency Name	Primary Agency Contact	416-555-5555 ext. 101

I. SECTION H: ACKNOWLEDGEMENT

AS THE **USER**, I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:

NAME	POSITION	ORGANIZATION
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SIGNATURE

## SCHEDULE 4



### Secondary Partner Agreement

#### Background

In the process of assessing, evaluating and modelling the groundwater flow systems across the Oak Ridges Moraine and adjacent areas, the public sector agencies that comprise the ORMGP have consolidated a considerable amount of data, reports and interpretations pertaining to the area's geology, hydrogeology and hydrology. Although the focus has been on the City of Toronto as well as the Regional Municipalities of York, Peel and Durham, the area under some consideration stretches between Lake Ontario in the south, to the Kawartha Lakes in the north and from the Credit and Nottawasaga watersheds in the west, to the Trent and Otonabee Watersheds in the east. Given the extensive breadth and scope of the data and information available, the 13 partnered agencies have created a web-based interface that provides for relatively straightforward access to the program's technical information and data. You will see on the website that many of our interpretations do incorporate the geography of XXXXX.

We look forward to working with XXXXXX staff to incorporate more of the water and/or subsurface related data and information into the program's database.

#### Terms of Agreement

1. The XXXXXXXX agrees to the following fee:
  - Partner Agency – Level 2 \$10,000/year
2. ORMGP agrees to the following:
  - provide XXXXXXXX staff with accounts to access the ORMGP website.; Should it become necessary, in the opinion of ORMGP, ORMGP reserves the right to limit the number of accounts.
  - assist and facilitate XXXXXXXX staff through the process of incorporating data into the program's database such that it will be available through the program's website;
  - invite XXXXXXXX staff to ORMGP Technical meetings (generally 2 times per year) where staff can provide input to the program direction and interact professionally to learn from other agencies within the partnership;
  - if space is available, invite XXXXXXXX staff to any training sessions that might be held with respect to any aspect of the ORMGP;

- provide limited technical input on hydrogeological or database issues to XXXXX staff;
3. This agreement is valid from the date of signature and will be renewed automatically with an annual invoice being sent in January of each calendar year.
  4. XXXXXX agrees to the attached disclaimer. This must be agreed to upon each instance of access to the website.

Signature

Date

\_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_  
Print Name

**NOTE:** ORMGP staff are employees of Central Lake Ontario Conservation Authority (CLOCA). For legal purposes CLOCA can be substituted for ORMGP throughout this Agreement.

## **Disclaimer**

All contents of the Oak Ridges Moraine Groundwater Program (ORMGP) Mapping Portal are property of the ORMGP and the Primary Partner Agencies. Contents are intended for use by ORMGP partner agencies and by external consulting firms who have signed, and agree to the ORMGP Consulting Agreement. As such, any use of data or information acquired via the ORMGP mapping portal is subject to the ORMGP Consulting Agreement. As a staff from a partner agency or from a consulting firm that has signed the ORMGP Consultant Agreement, you may download and freely use the information contained on this site for any purpose that advances water management understanding/decision making. Note that some of the documents contained in the report library may contain data/information that may be considered to be of a sensitive nature (e.g. water quality for private domestic wells). Therefore it is requested that consultants use professional judgement when determining whether downloaded reports/papers need to be circulated externally (i.e. it might be that only parts of a report need to be circulated or that the report only be referenced).

Information within this web mapping application is provided as a service by the ORMGP and is provided strictly as is. The ORMGP, and its member public sector agencies, make no warranty, expressed or implied, regarding the quality, accuracy, completeness, timeliness or usefulness of the data/information provided in this application. Every effort is made to ensure the accuracy, currency and reliability of the content. However, at any time, some details may be generalized and/or not yet reflect recent changes/updates.

The ORMGP, and its Primary Partner Agencies, disclaim any responsibility or liability for any direct or indirect damages resulting from the use of the data and information provided through this mapping portal. The data and information contained in this site are compiled from many

sources. Prior to taking any action with respect to ORMGP data and/or information, users of this portal's data and information are hereby advised to use professional judgement and consult with other data and information sources for verification.

Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their officers, council members, employees, successors and assigns from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

Maps obtained using this site are for illustrative purposes only and are not designed to assist in navigation or as a substitute for legal survey, or as a substitute for due-diligence investigations. The coordinates displayed do not represent legal parcel corners and/or boundaries and they cannot be used for establishment of or in lieu of legal land survey boundaries for property or parcels thereof. Maps may contain cartographic errors and omissions.

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## SCHEDULE 5



# Consultant Member Agreement

## Background

In the process of assessing, evaluating and modelling the groundwater flow systems across the Oak Ridges Moraine area, the public sector agencies that comprise the ORMGP have consolidated a considerable amount of data, reports and interpretations pertaining to the area's geology, hydrogeology and hydrology. Although the focus has been on the City of Toronto as well as the Regional Municipalities of York, Peel and Durham, the area under some consideration stretches between Lake Ontario in the south, to the Kawartha Lakes in the north and from the Credit and Nottawasaga watersheds in the west, to the Trent and Otonabee Watersheds in the east. Given the extensive breadth and scope of the data and information available, the 13 partnered agencies have created a web-based interface (Oak Ridges Moraine Groundwater Program (ORMGP) Mapping) that provides for relatively straightforward access to the program's technical information and data. For a small fee that will help to defray some of the costs associated with maintenance and upkeep of the web-based interface, the partner agencies have agreed to provide broader website access to the consulting community, and others if interested. The terms of this agreement will be reviewed annually and adjusted as necessary.

## Terms of Agreement

1. Consultant agrees to the following payment schedule:

- |   |              |
|---|--------------|
| • Company size less than 5 staff            | \$2,000/year |
| • Company size between 5 and 20 individuals | \$4,000/year |
| • Company size greater than 20 individuals  | \$6,000/year |

Payment reflects a small cost recovery fee tied to ORMGP related activities including, but not limited to: i) maintenance of website and associated hardware (e.g. servers, internet connection, etc.); ii) miscellaneous assembly and interpretation of data; iii) continued input of additional data. There is no payment directly tied to data access, indeed it should be noted that most of the data held in the program's files can be freely acquired through other sources, albeit with much time, perseverance and work.

2. This agreement is valid for a one year period from the date of signature or account set up (whichever is earlier) and will be automatically renewed on an annual basis upon email confirmation.
3. For the duration of the agreement ORMGP agrees to provide consultant with accounts for staff to access the website. Should it become necessary, in the opinion of ORMGP, ORMGP reserves the right to limit the number of accounts.



4. The consultant agrees to the attached disclaimer which applies to each access to the website and use of the associated Data and/or Information.
5. Consultant agrees to abide by the following code of conduct with respect to this agreement with the ORMGP.

*Staff from our firm/agency acknowledge that the data and information provided via the ORMGP web mapping portal are provided to our staff in the broad spirit of collaborating to improve understanding. Our staff understand that all contributors to the ORMGP are united in sharing a long term vision of continually improved geological, hydrogeological and water resources understanding and decision making. As such our staff will be respectful of the past work that has been incorporated into the ORMGP. Our staff will remain ethical and respectful while commenting upon the data or information that have been extracted from the program's web portal. Our staff also understand the value in professionally pointing out errors and/or contributing additional data, information and/or knowledge to improve the overall understanding of subsurface geological, hydrogeological and general water resources conditions. Where feasible (e.g. time and finances permit), our staff commit to working collaboratively to assist ORMGP staff to maintain and update the program's technical information and interpretations.*

Signature

Company

Date

\_\_\_\_\_  
I/we have the authority to bind the corporation.

\_\_\_\_\_  
Print Name

**NOTE:** ORMGP staff are employees of Central Lake Ontario Conservation Authority (CLOCA). For legal purposes CLOCA can be substituted for ORMGP throughout this Agreement.

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**SCHEDULE 6****Consultant - Client Waiver to Provide Data to ORMGP**

CLIENT: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT:****Background**

\_\_\_\_\_ is a Consultant Member with the Oak Ridges Moraine Groundwater Program (ORMGP). This program, established in 2001, with an overall goal of improving water management in Ontario, has assembled, and makes accessible, a tremendous wealth of data and interpretations related to Central Ontario's hydrogeological environment (see <https://oakridgeswater.ca/SitePages/Maps.aspx>).

Since becoming a partner in the program, \_\_\_\_\_ staff regularly use the information available at the program's website to guide the analyses of subsurface data for our clients. ORMGP's data provides historic and regional context in our understanding of the groundwater conditions influencing your project site. This increases the confidence of review agency staff in the technical information that we present in support of the work completed on your behalf. This saves time and back-and-forth with review agencies.

In the spirit of collaboration and continual improvement, we recommend that our clients assist the program by providing hydrogeological data and information collected during your project directly to the ORMGP. Providing hydrogeological data will ensure that reports and/or data are made broadly accessible over the program's website and that interpretation and analyses of Ontario's geology and hydrogeology are improved to the future benefit of all Ontarians.

Much of the site characterization and data collection work that \_\_\_\_\_ undertakes on behalf of clients is submitted to government regulatory or approving agencies and is therefore already in the public realm. By signing this agreement you will simply be facilitating the direct transfer of information for the benefit of Ontario.

Note that if you agree, the data collected for your study will be part of a publically accessible water management database. Reports will not be generally available to the public but only

be made available to ORMGP partner agencies, i.e. other consultants and/or public sector agencies.

**Details**

If in agreement, circle or check the lines that apply and sign below. staff will take care of the delivery of the information to the ORMGP program.

\_\_\_\_\_ We agree to allow \_\_\_\_\_ to provide the following to the Oak Ridges Moraine Groundwater Program:

1. PDF of Final Report? YES \_\_\_\_\_ NO \_\_\_\_\_
- a. Report Figures Only? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Collected data (digital format)
- a. All Collected Data? YES \_\_\_\_\_
- NO \_\_\_\_\_
- If no – which of the following is permitted?
- b. BH Logs? YES \_\_\_\_\_ NO \_\_\_\_\_
- c. Water Levels/Pumping Test Details? YES \_\_\_\_\_ NO \_\_\_\_\_
- d. Water Quality? YES \_\_\_\_\_ NO \_\_\_\_\_
- e. Pumping Rates? YES \_\_\_\_\_ NO \_\_\_\_\_
- f. Stream Flow Data? YES \_\_\_\_\_
- NO \_\_\_\_\_
- g. Geotechnical Data (e.g. grain size, blow counts, etc.)? YES \_\_\_\_\_
- NO \_\_\_\_\_
- h. Other (Specify) \_\_\_\_\_ YES \_\_\_\_\_
- NO \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Client Name and Address:

## SCHEDULE 7



### Accessibility of Data and Information

#### DATA

The body of the Memorandum of Understanding (MOU) addresses the issue of Primary Partner Agencies accessing the Database – essentially all Primary Partner Agencies have unlimited access to the data that lies within their jurisdictional area plus a buffer of about 5 kilometres. It also addresses issues related to sharing the Database externally with consultants and members of the public at large.

If a particular Primary Partner Agency wants to keep Information and/or Data which has been deposited into the Database confidential for its own Agency use, the Database has been structured with confidentiality coding built at two levels: the location level and the interval level. The original concept, when established, was that either the entire location could be restricted from other Primary Partner Agencies, or the temporal data associated with that location (e.g. water chemistry, pumping rates, etc). could be restricted. In the latter case, the geology and construction of a particular borehole would be available to others.

The original conceptualization of the confidentiality coding was:

#### Location Confidentiality

1 = location is fully accessible – there is no restriction on accessing the location (this is the default code)

2 = location is accessible only to all public Partner Agencies – if a cut of the Database is provided to consultants working for private entities or to the public these locations would be withheld

3 = location is accessible only to those Primary Partner Agencies that have jurisdiction in the area of the location (i.e. one Municipality and one Conservation Authority)

4 = location is accessible only to the Primary Partner Agency that deposited the location to the Database

#### Interval Confidentiality

1 = temporal Data is fully accessible – there is no restriction on accessing the temporal data (this is the default code)

2 = temporal Data is accessible only to all public Partner Agencies – if the Database is cut and provided to consultants working for private entities or to the public the temporal data tied to the intervals would be withheld

3 = temporal Data is accessible only to those Partner Agencies that have jurisdiction in the area of the location (i.e. one Municipality and one Conservation Authority)

4 = temporal data is accessible to only the Primary Partner Agency that deposited the Data to the Database

Additional codes could be developed if there was sufficient interest from the Partner Agencies. If the Database was to be made accessible over a website then the accessibility coding outlined above would have to be made to work with the Partner Agency passwords for accessing the website itself.

## **INFORMATION**

With respect to the information derived from Data and information within the Database, upon request, each Primary Partner Agency has access to the geological and hydrogeological surfaces and model input and output layers across their entire jurisdictional area plus a buffer. In recent years the program has been making informational maps available for the entirety of the ORMGP geographical area via the program's website so that each Primary Partner Agency has the opportunity to place their area into the regional context. This would continue unless there was direction from the Executive Steering Committee to alter the practice.

## SCHEDULE 8



### **ORMGP Data Provision Clause For incorporation into a Hydrogeological/Hydrological/Geotechnical Terms of Reference Document**

Background: As one of thirteen partner agencies in the Oak Ridges Moraine Groundwater Program (ORMGP) your staff have a vested interest in being able to readily access data that will be collected by consulting firms that are retained to conduct business with you.

The ease with which data can be imported into the ORMGP's extensive digital database depends upon the format that it is in when delivered by the consultant along with a final report. If not clearly specified within your Terms of Reference (Call for Proposal), the data might only be returned by the consultant in a paper format, thus requiring additional labour costs to transcribe the data back into a digital format for import to the database.

The ORMGP has developed data formatting templates (both Microsoft Excel and Access formats) that can be appended or referred to in your Terms of Reference document. This memo provides clauses that your staff can directly insert into your Terms of Reference documents such that consultants deliver data back to you in a standardized format.

#### **Clause**

The **(insert Agency Name)** is a partner agency within the Oak Ridges Moraine Groundwater Program. As such our staff routinely rely upon and use the data and information provided through the ORMGP to inform our decision making with respect to water and subsurface related decisions.

In supporting the ORMGP, we request that all water and subsurface related data, (e.g. borehole logs, water chemistry, water levels, pumping test data, etc.), collected during the course of this project be submitted in a digital format consistent with the data templates provided at [Oakridgeswater.ca](http://Oakridgeswater.ca). The filled in data entry sheets must be submitted as part of the final report and the processing of the final project invoice will be contingent upon the receipt of all required data entry forms, properly filled in with the required project data. All data collected over the course of the current project will potentially be uploaded to the ORMGP web-based data portal and can be used by others into the future to help improve upon the understanding of Ontario's water and subsurface environments.



## SCHEDULE 9



### Website Disclaimer Text

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## SCHEDULE 10



### Financial Framework

#### Background

Since 2001, the ORMGP has been funded in four equal parts by the Regional Municipalities of York, Peel, and Durham and the City of Toronto. Each of the funding agencies agrees to the following for the duration of this MOU:

1. On an annual basis, the four funding partners to the ORMGP (the Regional Municipalities of York, Peel, Durham, **Halton** and the City of Toronto) agree to share the cost for the program in five equal shares.
2. The proposed budget of the ORMGP will be set on an annual basis by ORMGP staff in discussions with the Technical Steering Committee. In general, the budget for the program will be at a level consistent with the previous year, plus a cost of living/inflation factor. From time to time, strategic initiatives might arise that could be proposed for consideration and these might influence the program budget. The Executive Steering Committee will be responsible for approving any change in the ORMGP budget that is outside of the previous year's budget plus a cost of living/inflation increase.
3. In each subsequent year of the MOU, the financial contribution to the ORMGP will increase annually to reflect a cost of living/inflation increase. If in any particular year the annual cost of living increase varies amongst the funding agencies, then the cost of living increase allocated to the ORMGP will be the average of the cost of living increases approved in the annual budgets of the funding agencies.
4. Should an additional funding agency wish to join the program during the term of this MOU, they will be required to accept the terms of the MOU and to contribute financially in the same amount as the current funding agencies. There will be no reduction in the financial contribution (i.e. the overall cost of the program (and the work required to maintain the data and information new geographic area) will increase proportionally, and the annual cost for the program will subsequently be shared in five (or more) equal parts.