



NACM
NATIONAL ABORIGINAL
COUNCIL OF MIDWIVES



MEMORANDUM OF UNDERSTANDING

BETWEEN

The Canadian Association of Midwives (CAM/ACSF)

AND

The National Aboriginal Council of Midwives (NACM)

The two organizations referred to as the “Parties”

WHEREAS CAM/ACSF is the national organization representing midwives and the profession of midwifery in Canada;

WHEREAS CAM/ACSF is a federally incorporated not-for-profit organization;

WHEREAS NACM is an autonomous council governed by Indigenous midwives;

WHEREAS NACM is an unincorporated council;

WHEREAS CAM/ACSF is the only organization of the two Parties that is incorporated and holds an insurance policy for Directors and Officers, and is therefore able to receive funding and sign contracts without personal liability issues, and they have and continue to commit to administer funds and staff positions on behalf of NACM for ongoing activities and programming;

NOW THEREFORE, CAM/ACSF and NACM agree to this Memorandum of Understanding to acknowledge their relationship and to commit to mutually support and promote their visions and missions upon the following terms and conditions.

1. BACKGROUND AND INTENT

CAM/ACSF is the national organization representing midwives and the profession of midwifery in Canada. CAM/ACSF supports the National Aboriginal Council of Midwives (NACM) as the voice of Aboriginal midwifery. The mission of CAM/ACSF is to provide leadership and advocacy for midwifery throughout Canada as an autonomous, self-regulated, publicly funded and vital part of primary maternal and newborn care. CAM/ACSF promotes the development of the profession in the public interest and contributes the midwifery perspective to the national health policy agenda. CAM/ACSF was formed in 2001 from the previous Canadian Confederation of Midwives.

NACM exists to promote excellence in reproductive health care for Inuit, First Nations, and Metis women. We advocate for the restoration of midwifery education, the provision of midwifery services as close to home as possible, and choice of birthplace for all Indigenous communities, consistent with the U.N. Declaration on the Rights of Indigenous Peoples. As active members of the Canadian Association of Midwives, we represent the professional development and practice needs of Indigenous midwives to the responsible health authorities in Canada and the global community.

2. THE RELATIONSHIP

The relationship between the Parties was deliberately cultivated over a period of time. It has become a powerful example of reconciliation with Indigenous peoples. In 2002, the first Gathering of Indigenous midwives and community allies was held at the Six Nations of the Grand River Territory and was funded by the National Aboriginal Health Organization (NAHO), the Society of Obstetricians and Gynaecologists of Canada (SOGC) and First Nations Inuit Health Branch of Health Canada (FNIHB). From 2006 to 2016, Indigenous midwives successfully secured funding from FNIHB to hold annual Indigenous Midwifery Gatherings. Demonstrating their commitment to support the development of Indigenous midwifery, CAM/ACSF offered to receive, administer and top-up the funds. These meetings were largely driven by the volunteer hours of Indigenous midwives and were critical in the development of NACM as an organization. On November 11, 2008, at the Gathering in Quebec City, NACM was officially established and members announced that they wished to work as an autonomously governed organization under the administrative umbrella of CAM/ACSF. CAM/ACSF amended its bylaws to recognize NACM as a national member association, guaranteeing a seat and voting rights on CAM/ACSF's Board of Directors.

At the CAM/ACSF AGM in 2012, the following member resolution (2012-01) passed unanimously by the membership:

BE IT RESOLVED THAT the Canadian Association of Midwives (CAM/ACSF) communicate in a sustained manner to Aboriginal governments, health departments and to provincial and federal departments of Health and Aboriginal Affairs for the establishment and sustained support and funding for Aboriginal midwifery services and birth centres.

In addition, sustained support should include but not be restricted to dedicating staff to focus on lobbying and improving opportunities to secure funding for NACM and to continue to communicate with jurisdictional representatives to be aware of the needs of aboriginal midwives and communities.

Reaffirming CAM/ACSF's commitment to the relationship with NACM, CAM/ACSF's 2012 strategic plan included support for Indigenous midwifery and the return of birth to Indigenous communities. The CAM/ACSF 2016-2018 Strategic plan was updated to include the following strategic objective:

- *Support Aboriginal midwifery and the return of birth to Aboriginal communities.*
 1. *Promote the National Aboriginal Council of Midwives (NACM) as the national voice for Aboriginal midwifery.*
 2. *Share appropriate administrative and organizational support for the autonomous development of NACM.*
 3. *With the support and direction of NACM, advocate for the necessary educational, policy, research and regulatory structures to support the growth of Aboriginal midwifery and the return and reclamation of birth to Aboriginal communities.*

3. PRINCIPLES GUIDING THE COLLABORATIVE RELATIONSHIP BETWEEN THE PARTIES

Mutually supportive leadership: A shared responsibility and accountability between the Parties for improving reproductive, maternal and child health based on our respective strengths and in regions where midwives work;

Acknowledgement: A commitment to acknowledge the other collaborator's contributions and share credit for success between the Parties.

Teamwork: Respect for each other and sustaining a commitment to work together.

Integrity: A commitment to maintain the highest standards of behaviour and to work together honestly, ethically, and with integrity.

Forward thinking: A commitment to focus on creating a positive future based on solutions, building on the respective Parties' experience and complementary knowledge and competencies.

A *wholistic* approach: A commitment to a *wholistic* approach that acknowledges the interconnections of health, culture, social, and environmental factors.

Innovation: A commitment to be creative and willing to explore new approaches to accomplish the respective objectives of the Parties.

Inclusivity: A commitment to engage a diversity of peoples, institutions, governments, and other stakeholders.

4. PURPOSE AND SCOPE

This Memorandum of Understanding (MoU) provides a framework for the ongoing collaborative relationship between CAM/ACSF and NACM considering the following:

- the background and history of the relationship between the Parties;
- the commitment from the Parties that their ongoing relationship is mutually beneficial.

The purpose of the MoU is:

- to describe the governance structure between the two Parties that acknowledges that NACM is an Indigenous led and autonomous organization within CAM/ACSF's overall structure;
- to confirm that CAM/ACSF commits to providing appropriate organizational support for the autonomous development of NACM and its projects and programs;
- to clarify how NACM is accountable to CAM/ACSF regarding commitments to funders and other partners;
- to mutually provide support to each other with the goal of spreading awareness of each other's vision and mission to members, and to the public as well as to relevant stakeholder groups.

5. GOVERNANCE

It is important to recognize the autonomous yet linked governance that takes place within the CAM/ACSF and NACM relationship. Both Parties have distinct and autonomous leadership that oversee the respective organizations. NACM is led by Co-Chairs that represent the Core Leadership Circle made up of NACM members. CAM/ACSF is guided by an Executive Committee that is responsible to a Board of Directors.

The flow of information between the Parties takes place in a number of ways. As a member association, NACM has one voting seat on the CAM/ACSF Board of Directors. This position is filled by one of the NACM Co-Chairs and shares information from these meetings with NACM's Core Leadership Circle. Twice a year, NACM and CAM/ACSF, as two national organizations, hold formal bilateral meetings (usually in the Fall and the Spring) to strengthen the relationship and common goals and to discuss specific projects that are taking place.

Informal channels for discussing matters important to both Parties are available at anytime. NACM's Co-Chairs and CAM/ACSF's Executive Committee often reach out to each other to discuss, strategize and pursue various opportunities as necessary.

While both NACM and CAM/ACSF have autonomous decision-making processes, their administrative and financial systems are linked. More specifically, given that NACM is not an incorporated entity and therefore does not have stand-alone legal or financial systems, CAM/ACSF provides staff support and their legal, banking, and accounting structures to manage NACM-related funds and projects. While this means that CAM/ACSF plays a stewardship role in NACM's finances, providing assistance when needed to ensure that initiatives are being delivered in a timely, cost effective, and well-organized manner, ultimately, the responsibility for implementation and decision-making for NACM-related projects rests with their Core Leadership and Co-Chairs.

To date, NACM's unique ability to leverage funding for Indigenous specific projects, combined with CAM/ACSF's organizational support and guidance, have proven to be valuable to both Parties and has functioned smoothly. However, in the event of a dispute or need for mediation of an issue, CAM's Executive Committee and NACM's Co-Chairs are committed to a conflict resolution processes and to arriving at a mutually agreeable solution.

6. APPOINTMENTS

Each party will appoint a person(s) to serve as the official contact and coordinate the activities of each organization in carrying out this MoU. The initial appointees of each organization are:

CAM /ACSF	NACM
CAM President	NACM Co-Chairs
Staff: CAM Executive Director	Staff: NACM Coordinator

7. RESPONSIBILITIES

CAM/ACSF will:

- At NACM's request, be the incorporated legal entity that will sign all binding contracts, including contribution agreements, contracts of employment, or any other contract requiring a financial transaction or legally binding commitment.
- Be responsible for confirming sound book keeping and accounting practices (including production of project reports, banking reports and budget versus actual reports) for all NACM projects and NACM general operations in cooperation with the NACM Treasurer.
- Provide NACM with adequate office space and office equipment in proportion to their project needs and available funding. When external funding is not available, CAM/ACSF is committed to ensuring that NACM has the necessary administrative and organizational support to continue its work and fundraising efforts.
- Be responsible for ensuring that NACM has the necessary staff support, whether salaried staff or individuals hired on contract, to complete existing projects and for ongoing general operations.
- Unless otherwise requested by NACM, include the meeting space, audio visual and catering requirements for the NACM Annual Gathering in venue and supplier contracts for the CAM/ACSF Annual Conference as this significantly decreases the costs of meetings for both organizations.
- Recognize and promote NACM as the national voice and leading authority on Indigenous midwifery and Indigenous reproductive health within CAM/ACSF and with other stakeholders nationally and internationally.

- Ensure adequate time during the CAM/ACSF Board Intensive and Annual General Meeting for NACM to present its verbal report.
- Advocate for the inclusion of NACM on initiatives regarding Indigenous midwifery or Aboriginal reproductive health where CAM/ACSF is invited to participate.
- Advocate for NACM's inclusion on initiatives or consultations regarding midwifery and reproductive health and justice in general.

NACM will:

- Keep CAM/ACSF informed of NACM project proposals including budgets and timelines for financial and human resources planning purposes.
- Present a verbal report of NACM activities at the CAM/ACSF Annual General Meeting.
- Provide a written report of annual activities for the CAM/ACSF Annual Report.
- Inform CAM/ACSF regarding important position statements, endorsements, press releases, or any public communication to allow CAM/ACSF to prepare a cohesive response when needed.
- Endeavour to have a NACM Co-Chair represent NACM on the CAM/ACSF Board of Directors. In the situation where two individuals or more share the Chairperson position, NACM will designate one representative to attend CAM/ACSF Board meetings on behalf of the Co-Chairs for consistency (the other Co-Chair remains a back-up as required).
- Endeavour to hold the NACM Annual Gathering during the week of the CAM/ACSF Annual Conference and in close vicinity to maximize resources and reduce costs for both organizations whenever possible.

8. RESOURCES:

- The CAM/ACSF Executive Director is responsible for ensuring financial management for all NACM projects and ongoing general operations under the guidance of the Co-Chairs and the NACM Treasurer.
- The CAM/ACSF Executive Director will be responsible for ensuring human resources management for salaried staff in collaboration with NACM Co-Chairs.
- The CAM/ACSF Executive Director, together with NACM Co-Chairs are responsible for hiring a qualified NACM Coordinator. The CAM/ACSF Executive Director also ensures that other adequate human resource supports are in place to ensure the success of NACM's strategic objectives and overall operations. This includes but is not limited to support from staff members of the finance, administration, events planning and communications team.
- CAM/ACSF commits to providing base funding for the NACM Coordinator to maintain 0.6 FTE

9. INTELLECTUAL PROPERTY

The Parties agree that intellectual property developed under this Memorandum of Understanding (MoU) shall be governed according to the provisions outlined here:

- Title to all intellectual property, data or information, owned, developed, and conceived by NACM prior to execution of this MoU shall remain the sole property of that Party.

- Title to all intellectual property, data or information, owned, developed, and conceived by CAM/ACSF prior to the execution of this MoU shall remain the sole property of that Party.
- Intellectual property rights in all inventions, designs, techniques, innovations, data or information, or other discoveries conceived or honed into practice under this MoU by one or more members or staff of CAM/ACSF or NACM, shall belong to whichever Party independently conceived or honed into practice all such other inventions, designs, techniques, innovations, data or information, or other discoveries.

CAM/ACSF and NACM may wish to co-produce knowledge, data, information, techniques, or other honed practices jointly and intellectual property would be negotiated at that time. CAM/ACSF's Executive Committee and NACM's Co-Chairs and Core Leadership will resolve any uncertainties or disputes regarding intellectual property.

10. TERMS OF UNDERSTANDING

The term of this MoU is for an indeterminate period of time from the effective date of signing. It shall be reviewed every three (3) years to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MoU upon three (3) months written notice without penalties or liabilities.

11. AUTHORIZATION

The signing of this MOU implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MoU.

On behalf of the organization I represent, I wish to sign this MoU and contribute to its further development.

On behalf of CAM/ACSF:

Print Name: _____ *Title:* _____

Signature: _____ *Date:* _____

On behalf of NACM:

Print Name: _____ *Title:* _____

Signature: _____ *Date:* _____

In Witness Of:

Print Name: _____ *Title:* _____

Signature: _____ *Date:* _____