



The Regional Municipality of Durham Report

To: Committee of the Whole
From: Chief Administrative Officer
Report: #2023-COW-27
Date: June 14, 2023

Subject:

Durham Climate Roundtable – amended collaboration agreement with OntarioTech University

Recommendation:

That the Committee of the Whole recommends to Regional Council:

That staff be directed to execute a collaboration agreement with Ontario Tech University (included as Attachment #1 to this report) governing the mandate, deliverables and resourcing of the Durham Climate Roundtable as well as roles and responsibilities of participating organizations.

Report:

1. Background

- 1.1 On December 21, 2022, Durham Regional Council endorsed the recommendations contained in report [#2022-COW-28](#), including the evolution of the Durham Region Roundtable on Climate Change (DRRCC) from being an advisory committee of Regional Council, to an independent collaborative governance entity hosted by the Brilliant Energy Institute at Ontario Tech University.
- 1.2 Regional staff were directed to execute a collaboration agreement with Ontario Tech University, which was attached to report #2022-COW-28, to govern the mandate, deliverables, and resourcing of the independent DRRCC as well as roles and responsibilities of participating organizations.
- 1.3 As part of subsequent negotiations between Ontario Tech University and the Region several amendments were made to the original collaboration agreement that was approved by Regional Council. Staff are seeking Council authorization to execute the amended collaboration agreement, which is included as Attachment #1 to this report.

2. Summary of Proposed Amendments to the Durham Climate Roundtable Collaboration agreement

- 2.1 OntarioTech University is recommending that the name of the independent entity be simplified from “Durham Region Roundtable on Climate Change” to “Durham Climate Roundtable”. Staff support this recommendation.
- 2.2 Section 3 – Financial Contributions was updated to remove the initial performance review requirement. Annual contributions to the University remain subject to Regional Council approval through the annual budget process.
- 2.3 Section 4 – Collection and Use of Personal Data was updated to reflect the fact that no personal data is anticipated to be accessed or shared by the parties.
- 2.4 Section 5 – Intellectual Property and Publication was updated to allow for presentation by OntarioTech University of the data, methods or results derived from the activities related to the Durham Climate Roundtable.
- 2.5 Section 6 - Confidentiality was further defined, and Section 7 – Indemnity and Limitation of Liability was updated to add a mutual liability clause.

3. Relationship to Strategic Plan

- 3.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:
 - a. Goal #1 – Environmental Sustainability
 - Accelerate the adoption of green technologies and clean energy solutions through strategic partnerships and investment.
 - Demonstrate leadership in sustainability and addressing climate change

4. Attachments

Attachment #1: Durham Climate Roundtable Collaboration Agreement

Prepared by: Ian McVey, Sustainability Manager, at 905-668-7711, extension 3803.

Approved by: Sandra Austin, Executive Director, Strategic Initiatives, 905-668-7711, extension 2449.

Respectfully submitted,

Original signed by

Elaine C. Baxter-Trahair
Chief Administrative Officer

Attachment #1

Durham Climate Roundtable Collaboration Agreement

THIS Durham Climate Roundtable **COLLABORATION AGREEMENT** (the “Agreement”) made the 1st day of January 2023 (the “Effective Date”)

BETWEEN:

University of Ontario Institute of Technology

(herein referred to as the “University”)

and

The Regional Municipality of Durham

(herein referred to as the “Regional Municipality”)

RECITALS

- A. WHEREAS the University and the Regional Municipality (individually a “Party” and collectively, the “Parties”) have a shared commitment to take a leadership role locally as part of the global effort to transition towards net zero greenhouse gas (GHG) emissions by mid-century;
- B. AND WHEREAS achieving net zero GHG emissions in Durham Region requires leadership and coordinated action by many actors, including all levels of government, public institutions, energy utilities, and non-governmental actors and an annual assessment of progress towards targets;
- C. AND WHEREAS while many public and private sector organizations in Durham Region, including the Regional Municipality and the University have made commitments to take action on climate change, there does not exist a standardized platform to track progress towards climate targets and enable evaluation, comparison and continuous improvement;
- D. AND WHEREAS the Regional Municipality and the University wish to establish a collaboration platform that enables assessment of progress towards net zero GHG emissions and to work collaboratively to identify strategic priorities and coordinated actions that can accelerate climate ambition.

NOW THEREFORE, in consideration of the promises, mutual covenants, terms and conditions contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. PURPOSE

- 1.1.** This Agreement shall formally establish the Durham Climate Roundtable (“DCR”) as an independent program hosted within the University with a mandate to enhance leadership capacity, transparency and mutual accountability of progress towards net zero GHG

emissions by mid-century as per Schedule A – Durham Climate Roundtable Terms of Reference.

2. TERM AND TERMINATION

- 2.1.** This Agreement will commence on the Effective Date and will end on the 14th day of November 2026, unless otherwise terminated or extended in accordance with the provisions of the Agreement (“Term”). The Regional Municipality will seek its Council approval to renew this Agreement for another four-year term. Upon Council approval, this Agreement may be renewed upon mutual agreement of the Parties in accordance with Section 9.1. Either Party may provide written notice that it does not wish for the Agreement to renew, 30 days prior to the end of the Term.
- 2.2.** A Party may terminate this Agreement for convenience upon sixty (60) calendar days prior written notice to the other Party. A Party may immediately terminate this Agreement for the other Party’s material breach of the Agreement if the material breach is not cured or waived within thirty (30) calendar days’ notice of such breach. The effective date of termination for material breach is the end of such thirty (30) calendar day period.
- 2.3.** This Agreement may be terminated on mutual agreement by the Parties at any time.
- 2.4.** If this Agreement is terminated early in accordance with the terms herein, the parties shall immediately cease carrying out the activities under Schedule A and conduct an accounting, and the Regional Municipality shall pay within thirty (30) days of the date of termination, to the University the amount of the balance owing under Section 3 to reflect work actually performed by the University up to the date of termination and any previously agreed upon non-cancellable obligations and expenses; or, if applicable, the University shall refund within ten (10) business days of the date of termination, a prorated amount of any advance payments for the percentage of work not fully performed in Schedule A as of the date of termination, less any previously agreed upon non-cancellable obligations and expenses.
- 2.5.** The following provisions shall survive the expiry or earlier termination of this Agreement: Sections 2.4, 2.5, 3.1, 5, 6, 7, 9.2, 9.3; and any other provisions which are expressly or by implication intended to continue in force after such expiration or early termination.

3. FINANCIAL CONTRIBUTIONS

- 3.1.** FEES PAYABLE. Subject to section 3.2 hereof, the Regional Municipality will provide the University with financial contributions to support the fulfilment of its responsibilities and deliverables as outlined in Schedule A.
- 3.2.** Total financial contributions provided by the Regional Municipality to the University in the initial year and to be paid following execution of this Agreement shall be One Hundred Thousand Dollars (\$100,000.00), plus all applicable taxes. The University shall submit annually by September 1 of each year, a budget forecast for the 2024 – 2026 period. It is

understood that any change in annual funding provided by the Regional Municipality under this Agreement is subject to approval of Regional Municipality's Council. For all such subsequent years, this Agreement shall be amended in accordance with section 9.1 to account for the Regional Municipality's financial contribution obligations for the following year.

3.3. University shall not be required to return any unspent portion of the Regional Municipality's financial contribution to Regional Municipality following the completion of the initial year or any given subsequent year.

3.4. INVOICING. Throughout the Term of this Agreement, the University shall submit bi-annual invoices for one half of the total fees payable annually. The Regional Municipality shall pay all invoices within 30 days of receipt provided that the University is in compliance with the terms and conditions of this Agreement.

4. COLLECTION AND USE OF PERSONAL DATA

4.1. The parties do not anticipate accessing or transferring Personal Information, as such term is defined under the Freedom of Information and Protection of Privacy Act, RSO 1990, Chapter F.31. In the event that Personal Information is inadvertently accessed or transferred by a party hereto, the receiving party will promptly notify the disclosing party. The receiving party shall not use or transfer to a third party and at disclosing party's option, shall immediately return or destroy such Personal Information.

5. INTELLECTUAL PROPERTY AND PUBLICATION

5.1. Any materials or documentation written, designed, or produced or inventions discovered by or for the University pursuant to or in connection with this Agreement in any medium or format, including but not limited to, reports, studies, templates, compilations and collections of data, and related documentation (herein the "Intellectual Property"), shall be owned by the University and/or its applicable personnel, in accordance with University's institutional policies.

5.2. Subject to any third party restrictions, the University grants, and shall advise its applicable personnel to grant, to the Regional Municipality a perpetual, world-wide, non-exclusive, irrevocable, transferable (in accordance with this Section 5.2), royalty-free, right and licence to use any of the Intellectual Property owned by the University and/or its applicable personnel, and to incorporate the same as part of any derivative works created by or for the Regional Municipality. This license includes the right for the Regional Municipality to transfer any of the Intellectual Property to any of the other levels of government, public institutions, energy utilities, and non-governmental actors who are members of the DCR, for their use.

5.3. The University shall not knowingly incorporate anything that would restrict the right of the Region to modify, further develop or otherwise use the Intellectual Property in accordance with the license granted in Section 5.2.

5.4. For clarity, nothing in this Agreement prevents the University from publishing or presenting the data, methods or results derived from its activities on the DCR at professional meetings, symposia or academic journals or similar publications. For clarity, copyright to any publications or presentations made pursuant to this section 5.4, shall remain with the University and/or its applicable personnel, as per the University's institutional policies. The University agrees to acknowledge the Regional Municipality for its support in all such publication or presentations.

6. CONFIDENTIALITY

- 6.1.** The Regional Municipality and the University shall treat as confidential any information received or accessed concerning the other party which is not generally known to the public ("Confidential Information"). Each party shall use reasonable precautions, including the same degree of care as with its own confidential information, to prevent any of the other party's Confidential Information from being acquired or accessed by an unauthorized person, and further agrees to use the other party's Confidential Information for the purposes of fulfilling the intent of this Agreement.
- 6.2.** Notwithstanding any other provision of this Agreement, each party agrees that the obligations of confidentiality and non-use under this Section 6 shall not apply to information which is: (i) published or becomes generally available to the public other than as a result of a breach of the undertakings of this Agreement by the receiving party; (ii) in the possession of the receiving party prior to its receipt from the disclosing party, as evidenced by contemporaneous written evidence, and is not subject to a duty of confidentiality; (iii) rightfully received from a third party not subject to a duty of confidentiality to the disclosing party and/or without breach of this Agreement; (iv) independently developed by the receiving party without the use of any of the disclosing party's Confidential Information; or (v) expressly permitted to be disclosed either under this Agreement or with the written approval of the disclosing party.
- 6.3.** In the event that a party is required to disclose any of the other party's Confidential Information in order to comply with applicable laws or regulations, or pursuant to the order of a court, tribunal or government agency, such Confidential Information may be disclosed without breach of this Agreement. The party making a disclosure under this paragraph shall, if it does not violate its duty to disclose, promptly notify the other party of the obligation to disclose. Notwithstanding anything to the contrary in this Agreement, any Confidential Information disclosed under this paragraph shall remain as Confidential Information for all other purposes and the disclosure shall be limited in scope to only include that portion of Confidential Information that is required to be disclosed.
- 6.4.** The obligations of confidentiality and non-use in this Section 6 shall continue for five (5) years from the expiration or early termination of this Agreement.

6.5. Subject to the terms of this Agreement, following the expiration or early termination of this Agreement for any reason, a party (“non-requesting Party”) shall, at the request of the other party (“requesting Party”), return to the requesting Party all property and materials in the other party’s possession or control belonging to the requesting Party, and all items containing any Confidential Information of the requesting Party; provided that the non-requesting Party may retain copies of the Confidential Information (i) as part of archival records (including backup systems) that the non-requesting Party keeps in the ordinary course of its business, but only as required by its records retention policies, (ii) for the purposes of legal record keeping; and/or (iii) if it is relevant to a dispute between the parties.

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1. Each party shall defend, indemnify and save harmless the other party and its elected officials, officers, employees, students and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the indemnifying party, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance in accordance with this Agreement and shall survive this Agreement.

7.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED REVENUE OR ANY EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF THE OTHER PARTY PURSUANT TO OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.3. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY, ANY WORK OR SERVICES PERFORMED UNDER THIS AGREEMENT OR THE RESEARCH UNDERTAKEN IN CONNECTION WITH THE DCR AND/OR THIS AGREEMENT.

8. INSURANCE

8.1. The University shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,

- Professional Liability (Errors and Omissions) in an amount of not less than two million dollars (\$2,000,000.00) per claim.

The Commercial General Liability policy shall include the Regional Municipality as an additional insured and be endorsed to endeavour to provide the owner with not less than thirty (30) days written notice in advance of any cancellation. The University shall provide a certificate of insurance to the Regional Municipality, upon request.

8.2. The Regional Municipality shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,
- Professional Liability (Errors and Omissions) in an amount of not less than two million dollars (\$2,000,000.00) per claim.

The Commercial General Liability policy shall include the University as an additional insured and be endorsed to endeavour to provide the owner with not less than thirty (30) days written notice in advance of any cancellation. The Regional Municipality shall provide a certificate of insurance to the University, upon request.

9. GENERAL

9.1. This Agreement, including any amendments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, proposals, discussions and understandings, oral or written, relating to the subject matter hereof. This Agreement may be amended, supplemented or modified in writing and signed by duly authorized representatives of both parties only.

9.2. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any legal action, claim or other legal proceeding commenced by one party against the other party, arising out of this Agreement, shall be commenced in the courts of the Province of Ontario and the parties shall attorn to such jurisdiction.

9.3. All notices required or permitted to be given under this Agreement shall be in writing and either delivered personally or by pre-paid courier or transmitted by confirmed electronic communication:

To the Regional Municipality at:

Attention: Ian McVey, Manager of Sustainability
 Address: 605 Rossland Road E, Whitby, Ontario L1N 6A3
 e-mail: Ian.McVey@durham.ca

To the University at:

Attention: Jacquie Hoornweg, Executive Director, Brilliant Energy Institute
Address: 2000 Simcoe Street North, Oshawa, ON L1G 0C5
e-mail: Jacquie.hoornweg@ontariotechu.ca

or to such other address and as either party may notify to the other from time to time. All notices shall be effective when actually received.

- 9.4.** Nothing in this Agreement shall be interpreted to create any partnership, joint venture, or similar relationship, or subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.
- 9.5.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto. This Agreement may not be assigned.
- 9.6.** The failure of either party at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.
- 9.7.** If any provision of this Agreement is declared illegal, void or unenforceable for any reasons, such provision shall be severed from the balance of this Agreement and the remaining provisions hereof shall continue in full force and effect.
- 9.8.** Neither party shall be deemed to be in default hereunder for any delay or failure to perform its obligations resulting from unforeseeable causes beyond its reasonable control ("Force Majeure"). Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them. However, if the delay in performance by a party is more than three (3) months because of the Force Majeure event, the non-affected party may immediately terminate this Agreement by giving prior written notice to the affected party.
- 9.9.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery by electronic transmission in portable document form (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
- 9.10.** Under no circumstance shall this Agreement be read as granting the Regional Municipality or its representatives any right to participate in matters related to the academic affairs of the University. In no event shall the terms of this Agreement supersede or contravene the University's existing academic policies or collective agreements (collectively, "Academic Policies"). In the event that there is an inconsistency between any provision of this

Agreement and the Academic Policies, the University shall promptly notify the Regional Municipality and propose a modification to the terms herein so as to eliminate such inconsistency. If the parties are unable to agree on a mutually acceptable modification of the offending provision(s) within thirty (30) days, the University shall be permitted to terminate this Agreement immediately upon prior written notice to the Regional Municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers in that behalf.

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY

Per: _____
Date

I/We have authority to bind the University

THE REGIONAL MUNICIPALITY OF DURHAM

Per: _____
Date

I have authority to bind the Regional Municipality.

Schedule A – Durham Climate Roundtable Terms of Reference

1. BACKGROUND

- 1.1. The DCR precursor, Durham Region Roundtable on Climate Change was formed by Regional Council in 2009 to help develop climate action plans that position the Region of Durham as a leader in addressing climate change issues. It was formed as an advisory committee to Regional Council composed of Regional Councillors, the Chief Administrative Officer (CAO) of the Regional Municipality, citizen members, and industry representatives.
- 1.2. DCR precursor has since supported the Regional Municipality with the development of three Council-endorsed climate action plans: the Community Climate Change Local Action Plan (LAP) endorsed by Council in 2012, the Durham Community Climate Adaptation Plan (DCCAP), endorsed by Council in 2016 and, the Durham Community Energy Plan (DCEP), endorsed by Regional and Local Councils in 2019.
- 1.3. These plans articulate how Durham Region, and its local area municipal partners can collaborate to advance the transition to a low carbon, climate resilient future. The latter plan is based on a low carbon pathway, which includes a range of ambitious actions designed to achieve community GHG emissions reduction targets set by both Durham Region and local area municipalities.
- 1.4. Endorsement of Durham's low carbon pathway by Regional and Local Councils recognizes the important role of municipal climate action as part of a coordinated multi-level government effort to transition to a decarbonized clean energy economy. Local governments are estimated to have direct or indirect control over more than half of Canada's GHG emissions – with particularly high influence in sectors like buildings and transportation.
- 1.5. Through the course of 2019 to 2021 Regional Council and Local Councils in Pickering, Ajax, Whitby, Oshawa, Clarington, and Brock declared climate emergencies, joining more than 600 Canadian municipalities. Through these declarations Regional and Local Councils have accepted that very urgent action is required to make a meaningful contribution to transitioning Durham towards a low carbon, and climate resilient future. The Regional Municipality and most Local Area Municipalities have established GHG emissions reduction targets that range from 80 per cent to 100 per cent by 2050. These targets are complemented by targets set by the Province of Ontario and Government of Canada, as well as the United Nations brokered Paris Agreement to limit global temperature increases below 2° Celcius, which has been ratified by more than 190 countries across the globe.
- 1.6. The Council-endorsed climate action plans and climate emergency declarations recognize that the Regional Municipality has a key leadership role to play in climate action, but also that it needs to work in partnership with local area municipalities, energy utilities, post-secondary institutions, and other public and private sector stakeholders to be successful in reducing energy consumption and enabling fuel shifting to low or zero carbon sources of energy. Accordingly, the DCEP called for the creation of a central entity to encourage leadership and coordination between municipalities, the Regional Municipality, and other organizations within the community to ensure the implementation of the DCEP and to take advantage of economies of scale.

- 1.7.** As the focus shifts from developing climate plans towards implementation by the Regional Municipality, Local Area Municipalities, and a wide range of collaborating organizations across the Region, the role of the DCR precursor must likewise shift if it is to fulfill its objectives. This means evolving from its original role as an advisory committee to Regional Council, to becoming a program independent of the Regional Municipality with a mandate to enhance the leadership capacity, transparency, and mutual accountability of a wide range of organizations across the Region of Durham.

2. OBJECTIVE

- 2.1.** The objective of the DCR is to support the leadership and coordination between the Regional Municipality, Local Area Municipalities, the University, and other key organizations within the community on actions required to transition towards a net zero clean energy economy in the Region.
- 2.2.** More specifically, as a program independent of the Regional Municipality and Local Area Municipalities and hosted by the University, the DCR will serve to foster collaborative leadership and strategic, community-based oversight of the implementation of Durham's low carbon pathway. The DCR will monitor progress related to carbon reduction targets established by Regional Council and Local Councils and recommend strategic actions to keep the Regional Municipality and Local Area Municipalities on track. Moreover, the DCR will provide a forum where organizations within the community can exchange ideas, research findings, information and best practice on carbon reduction and climate resilience. As such, the DCR will support leadership and coordination between the Regional Municipality, Local Area Municipalities, other levels of government, and community organizations and will thus play an integral role in supporting the shift to a clean energy economy in Durham Region.
- 2.3.** At a high level, the purpose of the DCR shall be to:
- a. Build a sense of common ownership and shared responsibility among government and non-governmental actors in Durham Region regarding climate action, helping to turn an overwhelming challenge into practicable, deliverable activities.
 - b. Encourage inclusive processes that involve and empower participation from government, residents, academia, and the private sector.
 - c. Be a positive voice, emphasizing how climate action can be an opportunity to deliver on other social, economic, and environmental objectives.
 - d. Support the implementation of climate action by government and non-governmental actors.
 - e. Track progress towards GHG emissions targets set by the Regional Municipality and Local Area Municipalities and promote transparency.
 - f. Review current activities, celebrate successes, and promote both the replication and upscaling of different forms of best practice through inter-jurisdictional benchmarking that looks at comparator communities outside of Ontario and Canada.
 - g. Provide on-going, longer-term support for climate action that spans electoral cycles and variations in public awareness and business support.

3. FUNCTIONS AND DELIVERABLES

- 3.1.** The parties, through the DCR, will aim to fulfill the following key functions and associated deliverables:

3.1.1. Monitor action and report measurable results:

- a. An annual report evaluating progress across the Region towards GHG emissions reduction targets, advising on future measures and updating data on emissions at the Region-wide scale, by sector and by local area municipality and is further described in section 6.2 of this Schedule A ("Annual Report").
- b. An annual presentation to Regional Council and Local Councils on request to share relevant results from the Annual Report.
- c. Subject to the Regional Municipality Council's approval of funding of the same, a strategic reassessment and update of Durham's Low Carbon Pathway in 2024.

3.1.2. Engage the community by facilitating multi-stakeholder dialogue:

- a. Establish a communications platform which leverages a website and social media presence that will set out the DCR's objectives, outline its programme and projects and provide key contact information;
- b. Organize an annual multi-stakeholder forum where organizations and community members can receive an update on progress towards GHG emissions targets, share ideas and best practices, and celebrate successes.
- c. Provide engagement opportunities for community and stakeholders to provide input on progress, programs, and initiatives, aligned in scope to the budget.

4. GOVERNANCE

4.1. DCR Leadership Committee

4.1.1. A DCR Leadership Committee will be formed comprised of 19 to 21 members as follows:

- Co-chairs (Regional Chair and an official from the University)
- One Regional Councillor representing each local area municipality (eight in total)
- One representative of the Mississauga's of Scugog Island Band Council
- Eight to ten representatives from organizations based or operating within Durham Region that have demonstrated a commitment to advancing Durham's low carbon pathway.

4.1.2. Recommendations for representatives from organizations based or operating within Durham Region will be developed by the University and presented to the DCR Leadership Committee for selection. Recommendations will be developed on the following basis:

- They represent a significant organization or sector within the Region;
- They will engage with their organization and sector to make commitments to and promote the work of the DCR where possible;
- They can deliver useful, accurate and timely data to the DCR;
- They can demonstrate expertise, knowledge, leadership and skills to contribute effectively to the work of the DCR;
- They can commit the required amount of time to the DCR;
- They have access to networks and connections that will add value to the DCR; and
- They are available to attend meetings as required. Alternative representatives would not usually be allowed to attend, barring exceptional circumstances. If a member is absent for three successive meetings their membership will be reviewed and possibly revoked.

4.1.3. The DCR Leadership Committee will meet formally 2 times per year. At each formal meeting, the Chair, or in their absence, the co-Chair, shall preside. A formal meeting will be quorate if at least half of the total sitting members are present. The DCR Leadership Committee will establish a meeting schedule at its inaugural meeting, considering the business needs and schedule of participating members. Unless otherwise determined, all meetings will be open to the public.

4.1.4. The term of membership shall correspond with the term of Regional Council (i.e. ending in November 2026). If a member chooses to resign, the University will recommend a replacement to the DCR Leadership Committee in accordance with Section 4.1.2. At the discretion of the DCR Leadership Committee, non-attendance of three consecutive meetings will be sufficient grounds for replacement.

4.1.5. Decisions reached by the DCR Leadership Committee will be made jointly with a preference for a consensus-based approach to decision-making. If a vote is taken, each member of the DCR Leadership Committee will be entitled to one vote, with a majority being required to issue deliverables, make substantive changes to any reports, or make any other decision that has bearing on the operation of the DCR or may impact its members.

5. RESPONSIBILITIES OF THE REGIONAL MUNICIPALITY

The Regional Municipality shall be responsible for the following:

- 5.1.** Providing annual funding contributions to the University, as set out in this Agreement, to enable it to fulfill its responsibilities, as outlined in section 6 of this Schedule A;
- 5.2.** Appointing the Regional Chair as a representative of Regional Council to serve as Co-Chair of the DCR Leadership Committee, as set out in section 4.1;
- 5.3.** Appointing one Regional Councillor to represent each of the eight local area municipalities to participate on the DCR Leadership Committee as set out in section 4.1;
- 5.4.** Providing the University with, or facilitating its access to, relevant and timely data to assist in fulfilling the functions and deliverables described in section 3, including but not limited to:
 - 5.4.1.** Data on building permits issued across the Region
 - 5.4.2.** Utility energy consumption data for buildings (electricity and natural gas)
 - 5.4.3.** Transportation data (e.g. traffic counts, fuel consumption, vehicle registrations, mode share, vehicular kilometres travelled, transit trips, etc.)
 - 5.4.4.** Data on waste generation and wastewater treatment volumes
- 5.5.** Providing the University access to relevant Regional Municipality sustainability staff to participate as part of a working committee with the University's Brilliant Energy Institute Executive Director (or delegate) and faculty member(s) in monthly meetings, for information sharing and to ensure coordination between the DCR activities and the Regional Municipality's broader sustainability initiatives and key audiences, stakeholders and publics.
- 5.6.** Providing a liaison of both a subject matter expert and a corporate communications advisor for development and/or coordination of shared media and communication initiatives related to DCR activities.
- 5.7.** Such further and other obligations as may be mutually agreed upon by all parties hereto in writing.

6. RESPONSIBILITIES OF THE UNIVERSITY

The University shall be responsible for the following:

- 6.1.** Developing an annual GHG emissions inventory for the Region, with data disaggregated by

local area municipalities and by sector, prepared according to global best practices (e.g. Global Protocol for Community-Scale Greenhouse Gas Inventories)

- 6.2. Publishing a digital Annual Report with the annual GHG emissions inventory data and accompanying sectoral and jurisdictional analysis, as well as key recommendations for the Regional Municipality and local area. If the Regional Municipality desires an additional printable prepress version of the Annual Report, additional payment shall be mutually agreed upon and provided by the Regional Municipality to the University as such version is considered outside the scope of this Agreement.

This report should be prepared by the 30th day of September of each year, subject to availability and timeliness of data provision from the Regional Municipality and relevant third parties.

- 6.3. Providing a communications platform described in provision 3.1.2a
- 6.4. Organizing and hosting an annual forum described in provision 3.1.2b. This forum shall be planned as an *in-person* event hosted at the University unless stipulated otherwise.
- 6.5. Designate a University representative to participate as a Co-Chair of the DCR Leadership Committee.
- 6.6. Coordinating recruitment of members of the DCR Leadership Committee as outlined in sections 4.1.1. and 4.1.2.

7. ANTICIPATED ROLE OF LOCAL AREA MUNICIPALITIES AND OTHER ORGANIZATIONS REPRESENTED ON THE DCR LEADERSHIP COMMITTEE

- 7.1. Providing the University with, or facilitating its access to, relevant data to assist in fulfilling its deliverables.
- 7.2. Designating a representative to participate on the DCR Leadership Committee

8. EXTERNAL COMMUNICATIONS

- 8.1. In any external communications (ex. website, presentation slides, and printed material) the parties involved with this collaborative organization will be referred to by the primary name of: *"Durham Climate Roundtable"*. The DCR may also be described as: *"a leadership accelerator hosted by Ontario Tech University with a mandate to track progress towards a low carbon, climate resilient future in Durham Region and promote accountability amongst local organizations and stakeholders"*. All external communications should clearly and prominently display the logos of the Regional Municipality, the University, and branded logo of the Durham Climate Roundtable, and any additional funding partners brought into a project or opportunity. Any usage of logos and names must be used in accordance with branding or design guidelines of each respective organization.
- 8.2. With the exception of media releases or requests from media organizations, either the Regional Municipality or the University may speak on behalf of the DCR using good judgement to communicate in a way that does not undermine the objectives of the DCR or negatively impact the other party, either directly or indirectly. For improved coordination, media releases referencing reports prepared by the University must be forwarded by the University to the DCR Leadership Committee Chair and Co-Chair and such media releases must be approved in writing by the corporate communications division of the Regional Municipality. Any interview requests made by the media or other third-party organizations to the Regional Municipality, or the University will be dealt with in a manner as agreed upon by all parties to this Agreement, acting reasonably.