

Resolution for NPAM AGM 2021

Title: The Nurse Practitioner Association of Manitoba (NPAM) continue block membership with the Nurse Practitioner Association of Canada (NPAC)

Motion: It is proposed to allow NPAM to continue with block membership to the NPAC but only if NPAM can maintain its own membership registration AND that students can opt in to NPAC but this is not obligatory to maintain our leadership seat on the NP Council.

Submitted by: Cindy Fehr

Overview: NPAC has created a web platform to incentivize block membership and aid in NP data collection to be used for advocacy work provincially and nationally. Historically we have supported NPAC with block membership with benefit of lower fees to members for membership with NPAC and a leadership (voice) seat at NP Council. Historically this was vital as NPAC was previously an association that represented both NPs and Clinical Nurse Specialists, so our voice was essential to influence NPAC decisions to reflect NP priorities. NPAC is now solely representing NPs. Until now, it was understood that a major benefit of block membership was seat on NP Council. Not all jurisdictions hold block membership with NPAC, with many providing a link to NPAC for optional membership. Ontario is a good example of this. Over the past year it is clear that NP Council has invited leader representation from each jurisdiction, although not all attend the bimonthly meetings. It is unclear if this will continue whether we sign on or not to this agreement. It is clear that signing the agreement definitely has expectations, including 1) Block membership for ALL NPAM members, 2) NPAC will collect NPAM membership fees and reimburse NPAM our portion, 3) NPAM and its members get access/use of NPAC platform which has many capabilities/benefits for the organization (e.g., posting education sessions, advertising conference nationally) and members (e.g., tracking education, awareness of education available nationally and across other jurisdictions).

Rationale: While there are benefits to our current block membership with NPAC and benefits with the new platform, it is concerning to give up control on membership registration and new cost to student membership that would be obligatory.

Potential Benefits:

- Would ease membership renewal for NPAM administrative assistant as our current website does not have this capability (although may be developed for future years).
- Wider advertisement of continuing education events that NPAM is involved with to increase attendance so could give NPs an opportunity to present their research, specialty knowledge on a wider scale.
- Wider advertisement for NPAM's annual conference to national NPs.

Potential Risks/Impacts:

- Limited to no control for future increase on NPAM membership fees because we would be directly connected to NPAC for membership renewal (they would be collecting for us)

and then send our portion to us) and could change their portion of fees without notice/discussion of impact on NPAM.

- Six months notice to cancel agreement and per the Memorandum of Strategic Alliance document, would not have additional cost associated with terminating this relationship
- Automatic student cost of NPAC membership (which they did not have before) which may indirectly impact our recruitment and retention of students despite efforts to explain the value in NPAC membership.

Costs:

- Student NPAC membership fee

Resources for your review:

- Guild Platform Overview submitted from NPAC
- Memorandum of Strategic Alliance



Nurse Practitioner
Association of Canada

Association des
infirmières et infirmiers
praticiens du Canada

Nurse Practitioner Association of Canada/Association des
infirmières et infirmiers praticiens du Canada (NPAC-AIIPC)

Memorandum of Strategic Alliance

Between

NPAC-AIIPC
&

**Nurse Practitioner Association of
Manitoba**

October 28, 2021



Introduction:

- A. The Nurse Practitioner Association of Canada/Association des infirmières et infirmiers praticiens du Canada (“**NPAC-AIIPC**”) is the national voice for Nurse Practitioners (“**NPs**”) in Canada.
- B. NPAC-AIIPC’s mission is to advocate, promote and influence the development, growth, education, research, and integration of Nurse Practitioners in the Canadian Health Systems.
- C. Nurse Practitioner Association of Manitoba (“**XYZ**”) represents NPs in the province of Manitoba.
- D. NPAC-AIIPC and XYZ wish to enter a strategic alliance for the purpose of coordinating efforts and financial resources to deliver effective representation of NPs across Canada.
- E. This Memorandum of Strategic Alliance (“**MSA**”) outlines the terms of the strategic alliance between NPAC-AIIPC and XYZ .

Terms of the Strategic Alliance:

Part 1 – NPAC-AIIPC Membership

- 1. **Membership.** XYZ hereby requests to enroll all XYZ’s members as members of NPAC-AIIPC as of the date of this Agreement (the “**Reference Date**”), and NPAC-AIIPC agrees to accept the membership application of XYZ’s members as members of NPAC-AIIPC pursuant to the terms of this MSA. XYZ and NPAC-AIIPC will cooperate with each other and take all reasonable commercial actions to facilitate membership application and registration of XYZ’s members as members of NPAC-AIIPC. XYZ members will apply for membership through the XYZ website, completing an application form for membership with NPAC-AIIPC and XYZ.



2. **Term of Individual Membership.** Each XYZ member will be enrolled as a NPAC-AIIPC member for a term of one (1) year as per reference date in section 1 and, subject to the terms of this MSA, will be renewed annually thereafter.
3. **Cost of NPAC-AIIPC Membership.** The cost of each NPAC-AIIPC membership as of the first year of this MSA is \$40.00 for regular membership and \$20.00 for associate student membership. During each year of the term of this MSA, NPAC-AIIPC will advise XYZ in writing six (6) months before the anniversary of the Reference Date of the membership costs for the next year of the term.

Part 2 – Term of the Strategic Alliance

4. **Term.** The strategic alliance between NPAC-AIIPC and XYZ will commence as of the Reference Date and will continue until the MSA is terminated in accordance with the provisions of this MSA.

Part 3 – NPAC-AIIPC Membership Dues

5. **Determination of NPAC-AIIPC Membership Dues.** NPAC-AIIPC will consult with and seek input from membership before setting the membership dues for future years. However, the NPAC-AIIPC Executive Board will have exclusive jurisdiction to set the NPAC-AIIPC annual membership dues under this MSA.
6. **Payment of the NPAC-AIIPC Membership Dues.** XYZ will pay the NPAC-AIIPC membership dues for the XYZ members, plus applicable taxes, directly to NPAC-AIIPC on or before the Reference Date or the anniversary of the Reference Date, as applicable. The membership due payment is non-refundable.
7. **Failure to Pay Membership Dues.** If XYZ members fail to pay the applicable membership dues on or before the Reference Date or the anniversary of the Reference Date, as applicable, all the rights of XYZ's individual members as members of NPAC-AIIPC will be suspended until the outstanding membership dues are paid in full by XYZ member.



Part 4 – Membership Platform

8. **Collection and Remittance of XYZ Fees.** NPAC-AIIPC via the membership platform will collect membership fees for XYZ and NPAC-AIIPC at the time of membership application. NPAC-AIIPC will remit back to XYZ their portion of the membership fee without the application of transaction or service fees. NPAC-AIIPC will remit back to XYZ their portion of the membership on or before the 14th of the month.
9. **Continuing Education Events.** Where there is a fee for a continuing education event hosted by XYZ, NPAC-AIIPC will collect the fee and remit back to XYZ the fee minus any transaction or service fees. NPAC-AIIPC will remit back to XYZ the event fee minus any transaction or service fee on or before the 14th of the month.

Part 4 – Personal Member Information

10. **Individual Member Information.** The following personal information will be captured at the time of the membership application and accessible to NPAC-AIIPC and XYZ:
 - (a) the person's legal name;
 - (b) the person's registration number as an NP in the province of [name];
 - (c) the year the person was first registered as an NP in the province of [name];
 - (d) the person's date of birth;
 - (e) the person's pronoun preference, if known;
 - (f) the person's work or home address
 - (g) the person's e-mail address; and
 - (h) the person's contact number.
 - (i) the location of their employment (acute, community, primary, long-term care)
 - (j) the class of NP registration the NP holds (Adult, Primary/Family, Pediatric, Neonatal)



Information collected via the shared platform will be held by XYZ and NPAC-AIIPC. NPAC-AIIPC will not disclose personal information to any third party to offer services or preferred rates without their consent.

11. **Maintenance of Personal Information.** NPAC-AIIPC confirms it will store and manage the XYZ member personal information it receives from XYZ in accordance with all applicable laws, including all laws with respect to the protection, privacy, and confidentiality of personal information.

Part 5 – Budget and Financial Matters

12. **No Partnership and No Liability for Debts.** This MSA is not intended to and does not create a partnership between NPAC-AIIPC and XYZ. NPAC-AIIPC acknowledges and confirms it has no authority to bind XYZ to any contract or debt obligation, and XYZ acknowledges and confirms it has no authority to bind NPAC-AIIPC to any contract or debt obligation.
13. **Cost Sharing.** If NPAC-AIIPC and XYZ wish to share the costs of participating in any event or activity, the parties will enter into a written agreement with respect to the specific event or activity and how costs will be allocated between NPAC-AIIPC and XYZ.

Part 6 – NPAC-AIIPC Benefits

14. **NPAC-AIIPC Benefits to Individual XYZ Members.** NPAC-AIIPC will provide a range of benefits to individual XYZ members including, but not limited to, the following:
 - (a) membership in NPAC-AIIPC, including membership identification card;
 - (b) continuing educational opportunities;
 - (c) public advocacy for NPs and increased public awareness of the role of NPs in the health system;
 - (d) access to a members-only section of the NPAC-AIIPC website, including resource and benefits sections;
 - (e) receipt of NPAC-AIIPC e-newsletter;
 - (f) commentary and updates on proposed legislation;



- (g) preferential third party benefits and offerings to NPAC-AIIPC members; and
- (h) global linkages through membership with the International Nurse Practitioner / Advanced Practice Nursing Network and International Council of Nurses.

15. **NPAC-AIIPC Benefits to XYZ.** NPAC-AIIPC will provide a range of benefits and administrative advantages to XYZ including, but not limited to:

- (a) representation on NPAC-AIIPC NP council;
- (b) representation on NPAC-AIIPC committees engaged in national health care matters, including policy and practice initiatives;
- (c) use of NPAC-AIIPC website and e-newsletter to communicate with XYZ members;
- (d) input on national advocacy matters related to NPs;
- (e) opportunity to include updates in NPAC-AIIPC website and e-newsletter
- (f) all provincially eligible members will receive NPAC-AIIPC membership;
- (g) platform to communicate with other provincial NP organizations;
- (h) input in national policy and decision-making process; and
- (i) maintenance and updating of the personal information database for all XYZ members.

Part 7 – Sharing of Information

16. **Updates to XYZ.** NPAC-AIIPC will promptly inform XYZ in writing of:

- (a) any changes to NPAC-AIIPC's Executive Board, including contact details of each Executive Board member;
- (b) number of NPAC-AIIPC members as of the most recent anniversary of the Reference Date;
- (c) any change in the NPAC-AIIPC articles or bylaws;
- (d) the approved NPAC-AIIPC annual budget;
- (e) copies of any NPAC-AIIPC committee reports made available to the public;
- (f) notice of NPAC-AIIPC's annual general meeting or any special meeting of its members;
- (g) copies of the approved NPAC-AIIPC Executive Board minutes of meetings or of



- any NPAC-AIIPC members' meeting;
- (h) upcoming NPAC-AIIPC conferences; and
 - (i) updates or reports on any major NPAC-AIIPC investigations, findings, initiatives, or reports with respect to matters of advocacy, policy, or best practices.
17. **Updates to NPAC-AIIPC.** XYZ will promptly inform NPAC-AIIPC in writing of:
- (a) any changes to XYZ's Executive Board, including contact details of each Executive Board member;
 - (b) number of XYZ members as of the most recent anniversary of the Reference Date;
 - (c) any change in the XYZ articles or bylaws
 - (d) upcoming XYZ conferences; and
 - (e) updates or reports on any major XYZ investigations, findings, initiatives, or reports with respect to matters of advocacy, policy, or best practices.

Part 8 – NPAC-AIIPC Website and Newsletter

18. **NPAC-AIIPC Website.** The NPAC-AIIPC website will include the following information:
- (a) copy of the NPAC-AIIPC articles and bylaws;
 - (b) list of the NPAC-AIIPC Executive Directors;
 - (c) approved minutes of NPAC-AIIPC Executive Directors' minutes for the last twenty-four months.
 - (d) approved minutes of provincial NP council minutes that are provided to NPAC-AIIPC for the last twenty-four months; and
 - (e) reasonable space for XYZ to post information and communicate with NP members.
19. **NPAC-AIIPC e-Newsletter.** The NPAC-AIIPC e-Newsletter will:
- (a) include space for XYZ to engage other NPs and provincial NPs on national matters of advocacy, policy, and best practices;
 - (b) include space to provide general information and updates to XYZ members; and



- (c) include space to promote XYZ led initiatives, conferences, or educational opportunities.

Part 9 – NPAC-AIIPC Bylaws

20. **Membership Governed by NPAC-AIIPC Bylaws.** XYZ acknowledges and approves that each XYZ's member's membership in NPAC-AIIPC will be governed by and subject to the NPAC-AIIPC bylaws, as the same may be amended from time to time.

Part 10 – Fair Representation and Inclusion

21. **Joint Cooperation.** The parties will establish collaborative goals, objectives and/or projects that further the cause of advanced nursing practice, both nationally and internationally.
22. **Fair and Equitable Representations.** NPAC-AIIPC will act in good faith and make commercially reasonable efforts to ensure that XYZ has fair and equitable representation:
- (a) on the NPAC-AIIPC NP Council;
 - (b) on NPAC-AIIPC National Committees and Working Groups;
 - (c) as the NPAC-AIIPC representative on NP and Canadian Nurse Association Councils from time to time, but not as the Council Chair; and
 - (d) on national projects where NPAC-AIIPC is a participant.

Part 11 – Termination of the MSA

23. **General Termination Right.** Either party may terminate this MSA effective on an anniversary of the Reference Date by providing a minimum of six (6) months' notice of termination to the other party. No termination fee or any compensation will be payable with respect to the termination of this MSA in accordance with the terms of this section.



24. **Special Termination Rights.** Either party may immediately terminate this Agreement on written notice to the other party if the other party:
- (a) ceases to exist as a legal entity;
 - (b) is wound up or is liquidated;
 - (c) is declared or petitioned into bankruptcy or takes advantage of any debtor protection legislation; or
 - (d) a trustee, receiver, manager, or receiver-manager is appointed to administer its business affairs.

Part 12 – Business Address

25. **Mailing Address.** The mailing address of NPAC-AIIPC and XYZ is as follows:

NPAC-AIIPC:

309 Burris Road, RR1

Brookfield, Nova Scotia B0N 1C0

e-mail: president@npac-aiipc.org

XYZ:

[address]

e-mail: [e-mail address]

26. **Notices.** All notices, communications, and demands given under this MSA to a party will be in writing and delivered in hand to a director or office of NPAC-AIIPC or XYZ, as applicable, or delivered by prepaid courier or sent by e-mail to the address set out in section 29 above. A notice, communication, or demand will be deemed delivered and received if delivered at the place of delivery before 4:00 pm on a business day, otherwise the notice, communication, or demand will be deemed delivered and received as of the next business day at the place of delivery.



27. **Change of Business Address.** Either party may change their business address for notices, communications, and demands by providing written notice to the other party of their new business address provided such address must be located in Canada.
28. **Key XYZ Contact.** XYZ will provide the NPAC-AIIPC with a key liaison contact on the XYZ Executive Board, including the person's contact details, and will promptly update NPAC-AIIPC whenever the key liaison contact person changes.
29. **Key NPAC-AIIPC Contact.** NPAC-AIIPC will provide XYZ with a key liaison contact on the NPAC-AIIPC Executive Board, including the person's contact details, and will promptly update XYZ whenever the key liaison contact person changes.

Part 13 – Miscellaneous Matters

30. **Amendments.** Any amendment of the MSA must be in writing and signed by NPAC-AIIPC and XYZ to be effective.
31. **No Assignment.** Neither party may assign its rights under this Agreement to an assignee without the prior written consent of the other party, which consent is at the sole discretion of the other party.
32. **Complete Terms.** This MSA reflects all of the terms, conditions and understandings of the strategic alliance between NPAC-AIIPC and XYZ and there are no other terms, conditions, or understandings, express or implied, written or verbal, between NPAC-AIIPC and XYZ with respect to the terms of this strategic alliance.
33. **Electronic Signatures.** This MSA may be signed and delivered by electronic mail and signing and delivery of this MSA by electronic mail will be as effective as if the parties had signed and delivered an original paper copy of the MSA.
34. **Counterparts.** This MSA may be signed in counterparts and after the parties have signed and unconditionally released their signed counterpart page, the signed counterpart pages together will constitute one fully signed MSA and be as effective if the parties signed a single MSA document.



Nurse Practitioner
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Association des
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praticiens du Canada

AS EVIDENCE OF THEIR AGREEMENT to form a strategic alliance, the authorized signatories of NPAC-AIIPC and XYZ have signed this MSA.

**NURSE PRACTITIONER ASSOCIATION OF
MANITOBA**

Name:
Title:
Authorized Signatory

Date

**NURSE PRACTITIONER ASSOCIATION OF
CANADA / ASSOCIATION DES
INFIRMIÈRES ET INFIRMIERS PRACTICIENS
DU CANADA**

NPAC-AIIPC
Title: President
Authorized Signatory

Date

GUILD PLATFORM

Provincial Association

Individual

1. <i>Registration Form</i>	Comprehensive form, standardized for reporting and analysis. Provides breakdown of fees by association	Comprehensive form, standardized for reporting and analysis. Provides breakdown of fees by association
2. <i>Membership Profile</i>	Editable by association and member	Editable by member
3. <i>Website Access -Members Only section</i>	Grant and revoke access based on status of membership	Grant and revoke access based on status of membership
4. <i>Reports</i>	Run reports (membership, financial, events for provincial association) Customize reports for accounting to any accounting platform.	
5. <i>E-learning</i>	Construct e-learning modules for members for CE activities (share modules between provinces) Allows members to track e-learning activities, upload certificates, print report of activities for submission to employee, regulator or other credentialing body.	Allows members to track e-learning activities, upload certificates, print report of activities for submission to employee, regulator or other credentialing body.
6. <i>Payment Gateway</i>	API (application programming interface) for secure payment collection	API (application programming interface) for secure payment collection

GUILD PLATFORM

7. *Membership Management*

Platform provides renewal notices to members at various interval. Places them in a “lapsed or inactive status” if no payment is received after a certain period of time. No need for manual entry. Have current membership numbers at your fingertips.

Platform provides renewal notices to members at various interval. Places them in a “lapsed or inactive status” if no payment is received after a certain period of time. No need for manual entry.

8. *Events Management*

Create events for members to register to and collect funds via API for secure payment collection

9. *Mail Service*

Access to mass mail service within platform, with your association brand to send mass mailouts to members. No longer need to have a secondary service such as Mailchimp or Constant Contact

10. *Tax Receipts*

Create Tax receipt for association members

Create Tax receipt for individual members

11. *Branding*

Establish your association brand on events, membership, continuing education e-modules you develop.

Secure on-line voting for associations to carry out elections

GUILD PLATFORM

12. *On-line
electronic
voting*

Bilingual instructions

Members can vote on ballots created by provincial and national associations

13. *Language.*

Guild platform provides support to association and association members regarding technical issues via (email, phone)

Bilingual instructions

14. *Support*

Each association has access to their information via a separate login

Guild platform provides support to individual members regarding technical issues via (email, phone)

15. *Membership
Platform
Security*

Maintain compliance with Canada's anti-spam legislation

Each individual has access to their information

16. *Communication
Opt-out (CASL)*

Maintain compliance with Canada's anti-spam legislation

Membership Application and Renewal

