

**AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING**

**This Amended and Restated Memorandum of Understanding  
("MOU"), dated as of July 25, 2024,**

**Between:**

**SAHTÚ SECRETARIAT INCORPORATED ("SSI")**

**and**

**GOVERNMENT OF THE NORTHWEST TERRITORIES ("GNWT")**

**(collectively, "the Parties")**

**REGARDING:**

**Cooperation on the Advancement of the Mackenzie Valley Highway  
Project ("MVH")**

## **INTRODUCTION**

**WHEREAS**, the GNWT as the “Developer” is proposing to extend NWT Highway 1, the Mackenzie Valley Highway, approximately 321 kilometres from Wrigley to Norman Wells (“the Project”); and

**WHEREAS**, in July 2018 the GNWT entered into a cost sharing agreement (“Agreement for the Mackenzie Valley Highway – Great Bear River Bridge, Mount Gaudet Access Road and Environmental and Planning Studies”) with the Government of Canada, under Transport Canada’s National Trade Corridors Fund, for the planning and design of the Project including the environmental assessment process; and

**WHEREAS**, in the fall of 2018 the GNWT was advised by Indigenous Government Leadership in the Sahtú to work directly with the Sahtu Secretariat Incorporated to advance the MVH through the environmental assessment and regulatory review processes; and

**WHEREAS**, this MOU has as its objective the collaboration and participation of both Parties in the advancement of the Project; and for this reason, this MOU facilitates the establishment of channels of communication that permit the creation and exchange of information; and

**WHEREAS**, the Parties agree that each party is able to pursue project related activities independent of the other; however, the parties agree to keep each other informed of the activities being completed prior to their occurrence to allow for any potential conflicts to be addressed; and

**WHEREAS**, the Parties wish to continue working together and in accordance with the following provisions:

### **1. PURPOSE**

1.1 This MOU is not intended to create and does not create legally binding obligations between the Parties. The purpose is to provide a framework for communication and collaboration between the Parties in advancing through the planning and design phases of the Project. The Parties recognize the importance of cooperation in achieving the objectives of this strategic infrastructure initiative.

### **2. OBJECTIVES**

2.1 The objectives of this MOU are as follows:

- To facilitate cooperation and coordination between the Parties in navigating the planning and design phases of the Project.
- To collaborate on updating the business case for the Project, including conducting feasibility studies, economic assessments, and risk analyses.

- To collaborate on promotional activities related to the Project.
- To work together to identify and pursue funding opportunities to support the construction of the Project, including leveraging government funding programs, private investment, and other sources of financing.

### **3. SCOPE OF COOPERATION**

3.1 Under this MOU, the Parties agree to cooperate on the following activities:

- Sharing relevant information, data, and expertise related to the environmental assessment process, business case development, and funding opportunities for the Project.
- Participating in joint meetings, workshops, and engagements with stakeholders to gather input, address concerns, and build consensus on Project priorities and objectives.
- Collaborating with community organizations, industry partners, regulatory agencies, and other stakeholders to ensure the Project aligns with environmental, cultural, and socio-economic considerations.
- Coordinating efforts to identify and explore innovative financing mechanisms and secure financial support for the construction of the Project.

### **4. GOVERNANCE STRUCTURE**

4.1 A Steering Committee (“the Steering Committee”) that shall provide oversight of the implementation of this MOU, and comprised of the following members, is hereby established:

- One representative of SSI, being the Chairperson, or their designated representative; and
- One representative of the GNWT, being the Minister of Infrastructure, or their designated representative; and
- One ex officio member, being the Member of the Legislative Assembly for the Sahtú.

4.2 Unless otherwise agreed the Steering Committee will meet quarterly, and be responsible for:

- Meeting regularly, keeping record of meetings and deliberations which may be made publicly available once approved by the Parties;
- Overseeing the implementation of the MOU;
- Establishing and implementing a joint workplan that identifies MOU deliverables, and providing direction to a MOU Working Group (“the Working Group”);
- Developing and overseeing the implementation of any subsidiary arrangements under this MOU and overseeing any activities under such subsidiary arrangements.

4.3 Unless otherwise agreed, a Working Group with representation as appointed by the Parties will be established to meet monthly, and:

- Provide support for the Steering Committee, including organizing meetings, assisting with agenda development, distribution of meeting materials and facilitating information exchange;
- Assist with the development of work plans and coordinate related initiatives and activities;
- Make recommendations for the establishment of subsidiary arrangements, as necessary, to address specific issues or undertake specific tasks;
- Prepare annual progress reports in accordance with direction from the Steering Committee; and
- Administer the MOU.

## 5. RESOURCING

5.1 The Parties are committed to undertaking individual and collaborative efforts in keeping with the purpose set out in the MOU.

5.2 The Parties acknowledge and agree that the MOU does not create any financial or funding obligations on either Party, and that any such obligations will arise only upon joint execution of any subsidiary arrangement, in accordance with an agreed upon workplan.

5.3 Such subsidiary arrangements will be subject to funding being specifically available for the purpose outlined therein.

## **6. PRINCIPAL CONTACTS**

6.1 The Principal Contacts for each Party to the MOU are:

- For SSI:

Todd McCauley  
Special Projects Advisor  
Sahtu Secretariat Incorporated  
P.O Box 155  
Deline, NT, X0E 0G0

- For GNWT:

Director, Strategic Infrastructure  
Department of Infrastructure  
Government of the Northwest Territories  
4922-48<sup>th</sup> Street  
Yellowknife, NT X1A 2L9

## **7. DURATION AND AMENDMENT**

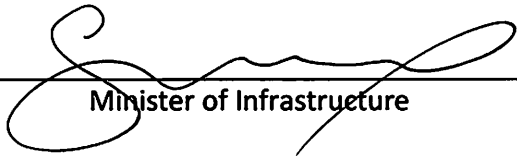
- 7.1 The MOU is effective on the date of signature by the Parties and remains effective for a term of four years, unless terminated earlier by one of the Parties in accordance with 7.4.
- 7.2 The Parties may amend or extend the MOU. Such an amendment or extension will require mutual written consent of the Parties.
- 7.3 The Parties acknowledge that this MOU does not apply to the construction and the operation and maintenance phases of the Project.
- 7.4 Either Party may terminate the MOU upon providing 30 days written notice to the other Party.
- 7.5 This MOU constitutes the Parties understanding with regards to communication and collaboration between the Parties in advancing the Project and supersedes any and all prior understandings with respect to the Project.

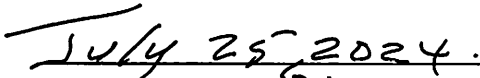
**IN WITNESS WHEREOF**, this Memorandum of Understanding is signed for Sahtú Secretariat Incorporated by the SSI Chairperson, and for the Government of the Northwest Territories, by the Minister of Infrastructure:

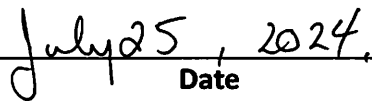
**SAHTÚ SECRETARIAT INCORPORATED**

**GOVERNMENT OF THE NORTHWEST TERRITORIES**

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Minister of Infrastructure

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date