

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Sahtu Secretariat Incorporated (“SSI”)

and

**The Government of the Northwest Territories
 (“GNWT”)**

REGARDING:

**Cooperation on the Advancement of the Mackenzie
 Valley Highway (“MVH”) through the Environmental
 Review and Regulatory Processes**

INTRODUCTION

WHEREAS on June 27, 2018, the Government of Canada and the GNWT announced \$140 million for planning and environmental studies for the MVH, construction of the Great Bear River Bridge, and construction of an access road from Wrigley to Mount Gaudet;

AND WHEREAS it is the long-term goal of the GNWT to connect all communities along the Mackenzie River by a reliable all-weather road to the national highway system;

AND WHEREAS the GNWT and the SSI (collectively “the **Parties**”) support the ongoing development of the MVH into an all-weather highway;

AND WHEREAS the Parties have been and desire to continue to work together to advance the development of the MVH;

AND WHEREAS the Parties have decided to enter into this non-binding Memorandum of Understanding (“**MOU**”) as an acknowledgement of their desire to collaborate on the development of the MVH;

NOW THEREFORE, the Parties wish to continue working together in accordance with the following provisions:

1. PURPOSE

1.1 The purpose of this MOU is to formalize the working relationship between the Parties to support the development of the MVH.

2. SCOPE

2.1 The Parties will work together to advance the Environmental Assessment and regulatory review processes for the MVH, including but not limited to:

- (a) Completing traditional knowledge, socio-economic, engineering and environmental studies;
- (b) Completing the Developer’s Assessment Report for the MVH Environmental Assessment;
- (c) Facilitating community engagement; and
- (d) Other activities as directed by the Steering Committee.

- 2.2 The Parties will also work together to support the advancement of local access road projects located along the MVH alignment as determined from time to time by the Parties. The GNWT will seek and consider SSI's comments on the sequencing of such local access road projects and the construction of sections of the MVH.

3. COMMITTEES

- 3.1 The Parties will form a steering committee ("**Steering Committee**") to facilitate ongoing communication and cooperation between the Parties. The Steering Committee will consist of the Chairperson of the SSI, the GNWT Minister of Infrastructure and the Member of the Legislative Assembly for the Sahtu. The Steering Committee will meet on an as-required basis.
- 3.2 A working group ("**Working Group**") will be established to manage and complete the work required to advance the project. The Working Group will report to the Steering Committee and will consist of employees/members designated by SSI and the GNWT, and other persons as required from time to time. The Working Group will meet as required.
- 3.3 Each Party will be solely responsible for selecting its own members of the Working Group.
- 3.4 The Parties acknowledge that either SSI or the SSI representatives to the Working Group may periodically designate other SSI organizations ("**Designated Organizations**") to work with the GNWT to manage and complete the work contemplated in this MOU. In such cases, the GNWT will work with these Designated Organizations, rather than the SSI members of the Working Group, to manage and complete the work designated by SSI or the SSI members of the Working Group.
- 3.5 Further to clause 3.4, SSI will identify Designated Organizations to work with the GNWT on the following subject areas:
- (a) Traditional knowledge studies;
 - (b) Environmental studies, including wildlife studies;
 - (c) Socio-economic studies; and
 - (d) Land access.

FUNDING

- 3.6 The GNWT will provide or facilitate funding to complete the work assigned to the SSI or a Designated Organization under this MOU.
- 3.7 Funding agreements pursuant to this MOU will be developed on an as-and-when needed basis to address specific matters including the scope of work, completion date and payment schedule.
- 3.8 The Parties acknowledge that this MOU does not create any financial or funding obligation on either Party and that all funding contemplated herein will be provided under separate funding agreements.

4. PRINCIPAL CONTACTS

The principal contacts for each Party to this MOU are:

For the SSI: Executive Director Sahtu Secretariat Inc. PO Box 155 Déljne NT X0E 0G0 Ph: (867) 444-1076	For the GNWT: Director of Strategic Infrastructure Department of Infrastructure Government of the Northwest Territories 5009 49th Street PO Box 1320 Yellowknife NT X1A 2L0 Ph: (867) 767-9082 ext. 31035
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5. TERM

- 5.1 This MOU shall take effect upon signing by both Parties and shall remain in effect until completion of the regulatory process for the MVH unless otherwise terminated by the Parties.
- 5.2 Either Party to the MOU may terminate it by giving the other Party 30 days written notice.

6. MISCELLANEOUS

- 6.1 The provisions of this MOU may be amended or waived only by mutual written consent of both Parties.

- 6.2 The Parties acknowledge that this MOU does not apply to the construction, operation and maintenance phases of the MVH.
- 6.3 The Parties acknowledge and confirm that this MOU is non-binding and is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any supplemental agreement/s.
- 6.4 All contracts undertaken by the GNWT will be awarded pursuant to existing GNWT procurement policies, including but not limited to the *Negotiated Contracts Policy*.
- 6.5 Neither Party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

SIGNING AUTHORITY

Signed at Norman Wells, Northwest Territories, this 10th day of April, 2019.

Charles McNeely
Chairperson
Sahtu Secretariat Incorporated

Wally Schumann
Minister of Infrastructure
Government of the Northwest Territories