



## **MEMORANDUM OF UNDERSTANDING**

### **AMONGST:**

**Tłıchǫ Government (the “TG”)**

**and**

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

**(each a “Party” and collectively, “the Parties”)**

### **REGARDING:**

**Cooperation on Studies to Assess the Feasibility of  
Developing a Hydroelectric Generating Station on the La  
Martre River, Including an Assessment of the Nàıııı Power  
Project**

## **BACKGROUND:**

- A. Public lands, waters and resources in the Northwest Territories are subject to Aboriginal and treaty rights, and the terms of the Tłıchǫ Agreement.
- B. The Parties have signed an Infrastructure Cooperation Agreement.
- C. The Parties wish to collaboratively assess the viability of developing a TG-owned hydroelectric generating station situated in the Northwest Territories at a location on the La Martre River, which runs from its outlet at Lake La Martre and extends eastward to the Marian River (the “**Feasibility Study**”).
- D. As part of the Feasibility Study the Parties, more specifically, wish to explore the viability of the Nàıııı Power Project (the “**Nàıııı Project**”), a hydroelectric generating station that would be owned by the TG and located at or near the Whatı Falls in the Northwest Territories.
- E. The Parties acknowledge that any project identified through the Feasibility Study, including the Nàıııı Project, would be located on Tłıchǫ Lands, and that Tłıchǫ hold rights to those Lands as specified in the Tłıchǫ Agreement.
- F. Any project identified through the Feasibility Study is intended to provide clean energy, create economic opportunities for Tłıchǫ citizens, businesses and the economy of the Northwest Territories, while also supporting the goals and priorities outlined in the TG’s strategic framework and the Tłıchǫ Land Use Plan. Through the Tłıchǫ Land Use Plan, the TG has a commitment to capacity building through partnerships, training programs, and financial assistance. Accordingly, the TG expects and intends that any project identified as viable through the Feasibility Study will provide:
  - a) meaningful training, employment, and business opportunities for Tłıchǫ citizens and Tłıchǫ businesses; and
  - b) significant equity participation and long-term financial returns for the TG.
- G. The TG intends that any project developed pursuant to the Feasibility Study be developed in a way that supports the Tłıchǫ Land Use Plan’s focus on responsible land management and environmental stewardship, while respecting the TG’s self-governance and decision-making authority.
- H. Any project developed pursuant to the Feasibility Study must align with the Tłıchǫ Land Use Plan’s objectives of preserving Tłıchǫ language, culture, and way of life.

- I. The Parties have decided to enter this Memorandum of Understanding (“**MOU**”) as an acknowledgement of their intent to collaborate on the Feasibility Study and the development of any project identified as commercially, environmentally, and technically viable through the Feasibility Study.

**NOW THEREFORE**, the Parties wish to continue working together in accordance with this MOU:

## **1. PURPOSE**

- 1.1 The purpose of this MOU is to formalize a collaborative working relationship between the TG and the GNWT to advance the Feasibility Study.
- 1.2 The Parties agree that the Feasibility Study will include stakeholder and rightsholder engagement, seeking funding for the Feasibility Study and any future project development from various sources including developing a business case for potential projects, preliminary technical design elements, and ensuring that any proposed project is commercially, culturally, environmentally and technically viable.
- 1.3 The Parties commit to working together in a spirit of cooperation, collaboration, and respect for Tłıchq rights, values, culture and territory, and will work closely to understand the technical, environmental and economic feasibility of development on the La Martre River, including its potential impacts and benefits to the lands and waters in Mqwhì Gogha Dè Nı̀ttèè.
- 1.4 In undertaking the Feasibility Study, the Parties understand and acknowledge that any project identified as viable through the Feasibility Study may only proceed to construction with the support of the TG and as a project owned by the TG or an entity controlled by the TG.

## **2. SCOPE**

- 2.1 The Parties will work together to advance the Feasibility Study’s work streams, which will include:

### **2.1.1 Engagement**

- A. Facilitating community engagement and Indigenous Knowledge studies in line with the Tłıchq Land Use Plan.

- B. Community Engagement and Indigenous Knowledge studies will be used to inform technical work and shape the Feasibility Study's viability assessment of potential projects.

### **2.1.2 Commercial**

- A. Jointly seeking potential sources of funding from third parties, including federal government agencies and ministries, to support planning and construction, including leveraging government funding programs, private investment, and other sources of financing, such as the Canada Infrastructure Bank.
- B. Studying the potential applicability of Canada's Clean Electricity Investment Tax Credit to any project analyzed under the Feasibility Study.
- C. Conducting a grid-level assessment of the need for a hydroelectric generating station on the La Martre River, with forecasted demand expectations over the life of any potential project identified by the Feasibility Study.
- D. Assessing financial and business models for the economic viability and equity ownership by the TG of a hydroelectric generating station, and associated infrastructure, on or near the La Martre River.
- E. Preparing a business case to inform financial investment and procurement decisions.
- F. Creating minimum participation thresholds and preferential hiring and contracting processes for Tłıchq citizens and businesses.
- G. Identifying and initiating capacity building initiatives to help Tłıchq citizens and businesses succeed in their pursuit of opportunities associated with any project developed further to the Feasibility Study, including the Nııtlèè Project, and associated opportunities arising in the course of the Feasibility Study.

### **2.1.3 Technical**

- A. Completing Indigenous knowledge, socio-economic, preliminary engineering, and preliminary environmental studies to better understand the potential viability of a project and to achieve the common objective that any project would be in line with the Tłıchq Land Use Plan, with a view to developing a project that has an overall environmental benefit to Mqwhi Gogha Dè Nııtlèè.

- B. Developing project timelines and project plans that maximize business, training, and employment opportunities for the TG and its Citizens during all project phases and aligning with the TG's self-governance priorities.
- C. Assessing the potential environmental impacts and benefits of developing a hydroelectric generating station and associated infrastructure at a location on the La Martre River.

#### **2.1.4 Regulatory**

- A. Developing a regulatory roadmap including timelines and projects plans to prepare a project description report for the environmental review in line with the Tłıchq Land Use Plan.

#### **2.1.5 Other**

- A. During the life of this MOU, the TG and GNWT will meet regularly to assess the progress of the work outlined in this Section 2.
- B. Other activities as agreed by GNWT and the TG.

### **3. Working Group**

- 3.1 The Parties will form a technical working group ("**Working Group**") to manage and complete the work required to advance the Feasibility Study. The Working Group will provide recommendations and reports to the Parties on the Feasibility Study's progress and findings over the Term of this MOU.
- 3.2 The Working Group will consist of professional advisors, technical representatives, employees or members designated by each of the Parties.
- 3.3 The Working Group will meet as required (following the terms of reference referred to in section 3.4 of this MOU). The members of the Working Group designated by a Party will be responsible for reporting back on the outcome of the meetings to their respective Party.
- 3.4 The Working Group may develop its own terms of reference that shall be subject to the written approval of the TG and GNWT. The terms of reference will provide that all decisions of the Working Group are to be reached by consensus.
- 3.5 The Working Group may meet in person, by teleconference, or in whatever format that the Parties deem to be appropriate in the circumstances.

3.6 The Working Group will oversee the development of two reports (the “**Reports**”), assessing the feasibility of a hydroelectric generating station on the La Martre River:

3.6.1 A report on the environmental feasibility of said project, which shall include studies that incorporate Tłıchq knowledge; and

3.6.2 A report on the economic feasibility of said project that will assess the project’s viability within the Snare System and account for future system needs.

3.7 The Reports will be provided to the Parties for review once completed.

3.8 Within sixty (60) days following its formation, the Working Group will present to the Parties with a budget for the first year of its work. Said budget must be approved by the Parties, and subsequent annual budgets shall be developed and submitted for approval to the Parties by the Working Group prior to any requests for funding to undertake the Working Group’s activities.

#### **4. MOU ACTIVITY FUNDING**

4.1. The Parties shall jointly endeavour to source funding from the federal government and other mutually agreeable third-party sources for activities outlined under the MOU.

4.2. The TG and the GNWT agree to engage in good faith discussions to explore the potential for GNWT to provide the TG with initial capacity funding to facilitate the TG’s participation in the early phases of the Feasibility Study (the “**Initial Funding**”). Such amount and any additional terms and conditions, shall be subject to the mutual agreement of the Parties and shall be set out in a separate funding agreement. Subsequent to the Initial Funding, the Parties may, from time to time, agree to the provision by GNWT of such other funding amounts to the TG to support the TG’s participation in the Feasibility Study.

4.3. The Parties acknowledge that this MOU does not create any financial or funding obligation on any Party.

#### **5. PRINCIPAL CONTACTS**

5.1 The principal contacts for each Party to this MOU are:

<b>For the Tłıchq Government:</b>	<b>For the Government of the Northwest Territories:</b>
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<p><b>Laura Duncan</b></p> <p>Tłıchǫ Executive Officer</p> <p>laura.duncan@tlicheo.ca</p> <p>Tel (867) 392-6381</p>	<p><b>Andrew Stewart</b></p> <p>Director, Strategic Energy Initiatives</p> <p>Andrew_Stewart@gov.nt.ca</p> <p>Tel: (867) 767-9021 x 32021</p>
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## **6. TERM**

6.1 This MOU shall take effect once signed by duly authorized representatives from each of the Parties and will apply to any additional signing parties from the date of their signature. It shall remain in effect until completion of the regulatory processes for any project identified as viable pursuant to the Feasibility Study unless otherwise terminated by the signatories.

6.2 Any signatory to the MOU may terminate its involvement in the MOU by giving the other signatories 60 days written notice.

6.3 If the agreement is terminated pursuant to Section 6.2, its provisions shall become null and void and have no further force and effect, and there shall be no liability or further obligation whatsoever on the part of any one Party to the other Party.

## **7. ADDITIONAL PARTIES**

7.1 Additional parties may be added to this agreement on the written agreement of both the GNWT and the TG.

## **8 CONFIDENTIALITY**

8.1 During the term of this MOU, either Party may disclose or make available to the other Party information that is either non-public, proprietary or confidential in nature ("**Confidential Information**"). The Parties agree that said Confidential Information shall be handled in accordance with the Terms of a non-disclosure agreement between the Parties dated for reference **by September 15, 2025**.

## **9 GENERAL**

9.1 The provisions of this MOU may be amended only by written agreement of the Parties, and any additional parties that may be added hereto from time to time.

9.2 This MOU shall be governed by and construed in accordance with the laws of the Northwest Territories and the federal laws of Canada applicable therein.

9.3 The Parties acknowledge and confirm that this MOU is non-binding and does not create any legal rights or obligations in respect of the Parties.

9.4 Nothing in this MOU is intended or shall be construed to confer upon any person or entity other than the Parties and their successors and assigns, any rights or remedies under or by reason of this MOU.

9.5 Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.

9.6 This MOU is not a treaty or land claim agreement within the meaning of section 35 of the *Constitution Act*, 1982.

9.7 This MOU is without prejudice to any Party's legal position respecting ownership, rights or title in either any existing or future court proceedings or land claims negotiation process.

9.8 Nothing in this MOU shall diminish the right of a Party to make full and fair representations of their position respecting environmental concerns, or any Aboriginal and/or treaty rights before any applicable regulatory authority considering the assessment or approval of any proposed activity related to the Feasibility Study and any project developed therefrom.

9.9 Nothing in this MOU shall be construed so as to abrogate or derogate from, or to prejudice, limit or restrict:

- a) any existing Aboriginal or treaty right recognized and affirmed through the Tłı̨ch̨ Agreement or under the Constitution of Canada;
- b) any fiduciary duty or obligation of the GNWT or Canada to TG, including any obligation arising from the Constitution of Canada; or
- c) any executive, prerogative or statutory powers or any legislative authority of the GNWT or the Legislative Assembly of the Northwest Territories, as the case may be, to affect any rights referred to in subsection (a) or arising from any duty or obligation referred to in subsection (b), in a manner consistent with the Constitution of Canada.

*[Signature page follows]*

**SIGNING AUTHORITY**

<p>Tłıchq Government</p> <p>Per:</p>	<p>Government of the Northwest Territories</p> <p>Per:</p>
 <hr/> <p>Grand Chief Jackson Lafferty</p> <p>Date: November 28, 2025</p>	 <hr/> <p>Honourable Caroline Wawzonek</p> <p>Minister Responsible for Strategic Infrastructure, Energy and Supply Chains</p> <p>Date: <u>January 19, 2026</u></p>