



## **INTERGOVERNMENTAL MEMORANDUM**

**OF**

**UNDERSTANDING**

between the

**Sahtu Secretariat Incorporated (SSI)**

and the

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

(individually referred to as a "Party" and, collectively, as the "Parties")

January 21, 2021

**Whereas** the Sahtu Dene and Metis have traditional used and occupied lands in the Northwest Territories since time immemorial;

**Whereas** the Sahtu Dene and Metis and the GNWT signed the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* on September 6, 1993, that acknowledge and recognize their Aboriginal rights, titles, claims and interests;

**Whereas** the Parties are committed to maintain and enhance their government-to-government relationship founded on the principles of the Sahtu Agreement;

**Whereas** Sahtu Secretariat Incorporated and the GNWT wish to continue their formalized government-to-government relationship and enhance that relationship in accordance with the provisions of this Intergovernmental Memorandum of Understanding (MOU).

## **1.0 PURPOSE**

The purpose of this MOU is to provide a framework for the Parties to identify matters of mutual interest and priority and establish a process for Parties to discuss and take action to address those matters.

## **2.0 PRINCIPLES**

The principles of this MOU include:

- 2.1 the cultivation of the government-to-government relationship between the SSI and the GNWT;
- 2.2 the promotion of effective communication and constructive dialogue at the political level about priorities identified by the Parties; and
- 2.3 the facilitation of cooperation and collaboration between the Parties to formulate approaches to address the issues so identified.

## **3.0 AREAS OF COOPERATION**

The Parties agree that the priority area for cooperation and discussion will include, but not be limited to:

- Capacity development for the Parties
- Improving education outcomes for Sahtu residents
- Measures to enhance economic development/recovery in the Sahtu Settlement Area
- Land and resource management
- Infrastructure planning and development in the Sahtu Settlement Area

Wherever possible, these discussions will be informed by the work of other forums in which SSI has participated.

#### **4.0 LEADERS' MEETINGS**

- 4.1 There shall be one meeting annually amongst the SSI Chairperson, Land Corporation Presidents or their elected representative, and the Sahtu Dene Council (SDC) Grand Chief and the GNWT Executive Council.
- 4.2 Meetings will rotate between SSI and the GNWT hosting and will rotate between the Sahtu Settlement Area and Yellowknife, unless otherwise agreed to by the Parties.
- 4.3 The Sahtu Chiefs will be invited to attend the leaders' meetings.
- 4.4 Prior to each leaders' meeting, SSI and GNWT will reach agreement on an agenda that has been jointly developed by their respective senior officials. Where applicable, briefing materials, reports and other documents will be shared by the Parties.
- 4.5 At these meetings, the leaders will:
  - address the matters set out on the agenda and make good faith efforts to address those matters;
  - provide instructions to the senior officials, as appropriate; and
  - assign specific activities or duties to the senior officials or any technical working group that they may establish,
  - agree upon a summary of commitments and may agree to issue a joint communiqué, prior to the end of the meeting.
- 4.6 The leaders' meetings will be chaired by the SSI Chairperson and the Premier on an alternating basis.
- 4.7 Only the SSI Chairperson, Land Corporation Presidents or their elected representative, SDC Grand Chief, and the Premier and the members of the GNWT Executive Council may sit at the meeting table.
- 4.8 A Party may invite other officials, staff and advisors, including Elders, to attend the leaders' meetings. The Parties may permit such persons to make submissions or presentations in advance of or during the leaders' meetings.

#### **5.0 MEETING OF SENIOR OFFICIALS**

- 5.1 Each Party will appoint a senior official and provide written notice of that appointment to the other Party, including his or her contact information.

- 5.2 The senior officials will be responsible to provide administrative support to the leaders' meetings and be responsible for the implementation of this MOU. The senior officials will work together to:
- coordinate the preparation of the meetings of the leaders' meeting;
  - prepare a draft agenda for each leaders' meeting and, where applicable, develop and circulate shared briefing materials;
  - prepare a joint summary of each meeting's commitments and a draft joint communiqué;
  - carry out any other directions provided by the Parties.
- 5.3 Senior officials will meet, as required, to review the commitment matrix and work plans, if applicable, to ensure that meeting commitments are followed up on.

## **6.0 INFORMATION SHARING**

- 6.1 Where the Parties agree to take action together to address a matter, the Parties may each identify a contact that will be responsible for undertaking necessary action and managing the progress of that matter, including reporting progress to the senior officials.
- 6.2 The Parties may develop communication protocols to, among other matters, notify the others about upcoming regional activities, events and visits in the Sahtu Settlement Area or raise emergent issues of concern.
- 6.3 The GNWT will advise SSI when the Premier or members of the GNWT Executive Council are intending to visit Sahtu communities.
- 6.4 Any information shared or communications provided under this MOU will be delivered to a Party and copied to the appropriate senior official appointed by the Party as outlined below.

## **7.0 PROTOCOLS FOR COMMUNICATION**

The protocols for formal correspondence include, but are not limited to:

- 7.1 GNWT formal correspondence addressed to the SSI Chairperson shall be copied to:
- Premier of the Northwest Territories
  - Principal Secretary
  - Secretary to Cabinet, Executive and Indigenous Affairs
  - Executive Director, Sahtu Secretariat Incorporated

- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs
- 7.2 SSI formal correspondence addressed to the Premier of the Northwest Territories shall be copied to:
- Principal Secretary
  - Secretary to Cabinet, Executive and Indigenous Affairs
  - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs
- 7.3 SSI formal correspondence addressed to Ministers of the GNWT shall be copied to:
- Premier of the Northwest Territories
  - Principal Secretary
  - Secretary to Cabinet, Executive and Indigenous Affairs
  - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs
- 7.4 Without altering protocols set out in the foregoing provisions, to facilitate the effective and efficient ongoing exchange of information for specific operational processes, the elected leaders may be asked to identify a senior official properly mandated and authorized to coordinate on behalf of their respective government, if it is other than the elected leader.
- 7.5 Formal correspondence addressed to the properly mandated and authorized senior officials shall be copied to:
- SSI Chairperson
  - Premier of the Northwest Territories
  - Principal Secretary
  - Secretary to Cabinet, Executive and Indigenous Affairs
  - Executive Director, Sahtu Secretariat Incorporated
  - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

## **8.0 JOINT COMMUNICATIONS**

- 8.1 The Parties acknowledge that they may wish to communicate to the public about matters referred to in this MOU and agree that communications or press releases related to work undertaken or matters discussed under this MOU will be jointly developed and released.

- 8.2 Joint Communications include, but are not limited to, any communication, document or materials bearing the logos of, or using the letterheads of, both the SSI and the GNWT.
- 8.3 The SSI and the GNWT recognize the importance of ensuring that any Joint Communications have been duly reviewed and approved by both senior officials and elected officials of their respective governments prior to release or publication of the Joint Communication.
- 8.4 Any request by either the SSI or the GNWT for the issuance of any Joint Communication, including the use of the other Government's logo or letterhead on any materials whatsoever, shall be made at least 48 hours in advance, in writing, to the SSI Chief Executive Officer on behalf of the SSI and to the Principal Secretary on behalf of the GNWT.
- 8.5 The agreement of SSI and the GNWT to the issuance of any Joint Communications shall be given in writing by the SSI Chief Executive Officer on behalf of the SSI and by Principal Secretary on behalf of the GNWT.
- 8.6 No Joint Communications shall be issued that have not followed, and been duly approved, pursuant to the above protocol.

## **9.0 COSTS**

Each Party will be responsible for the costs of its participation in the leaders' meetings and senior officials' working group.

## **10.0 EFFECT OF THE MEMORANDUM OF UNDERSTANDING**

- 10.1 Nothing in this MOU creates or affects any legal obligations.
- 10.2 Nothing in this MOU abrogates or derogates from any Aboriginal or treaty right of the Sahtu Dene and Métis, including any right, title, claim or interests in the *Sahtu Dene and Métis Comprehensive Land Claim Agreement*.
- 10.3 Nothing in this MOU is intended to preclude, replace, or substitute the participation of a Sahtu community, band or government in any other intergovernmental processes or agreements.
- 10.4 Nothing in this MOU shall constrain the Parties from exercising their powers and responsibilities, nor impose any financial obligation on them.

## **11.0 TERM**

This MOU will be in effect for a period of five (5) years from the date noted above.

## **12.0 RENEWAL**

Upon written consent of the two Parties, this MOU may be renewed for further terms as agreed.

## **13.0 AMENDMENT**

The Parties may agree in writing to amend the MOU from time to time.

## **14.0 TERMINATION**

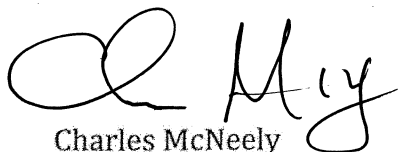
14.1 This MOU may be terminated by either of the Parties upon written notice to the other Government at least 60 days in advance of the termination date.

14.2 If this MOU is terminated, it will not affect any other agreements or understandings in place between the Parties.

## SIGNATORIES


The *Sahtu Secretariat Incorporated and the Government of the Northwest Territories Intergovernmental Memorandum of Understanding* is signed by Sahtu Secretariat Incorporated and the Government of the Northwest Territories this 21<sup>st</sup> day of January, 2021.

FOR THE SAHTU SECRETARIAT  
INCORPORATED


A handwritten signature in black ink, appearing to read 'C. McNeely'.

Charles McNeely  
Chairperson

FOR THE GOVERNMENT OF  
NORTHWEST TERRITORIES

A handwritten signature in black ink, appearing to read 'Caroline Cochrane'.

Honourable Caroline Cochrane  
Premier of the Northwest Territories

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Witness

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Witness