



**INTERGOVERNMENTAL MEMORANDUM
OF UNDERSTANDING
between the
Northwest Territory Métis Nation (NWTMN)
and the
Government of Northwest Territories (GNWT)
(Individually referred to as a “Government” and, collectively, as the “Two Governments”)**

April 12, 2022

1. INTENT

- 1.1. The Northwest Territory Métis Nation (NWTMN) and the Government of Northwest Territories (GNWT) wish to renew their Memorandum of Understanding (MOU) that will re-affirm and continue their government-to-government relationship.
- 1.2. The Two Governments:
 - 1.2.1. desire that their governing authorities be recognized and respected by each other;
 - 1.2.2. welcome the opportunity to deepen their understanding of each other's views and commit to developing working relations that are based respect, recognition, responsibility, and reconciliation to make progress and achieve outcomes on matters of mutual interest; and
 - 1.2.3. commit to constructive collaboration and open, respectful communications.
- 1.3. This MOU will guide the working relationship between the Two Governments and through cooperation and collaboration, help maximize benefits for NWTMN Members and residents of the Northwest Territories.

2. PROMOTING COOPERATION AND INFORMATION SHARING

- 2.1. This MOU is intended to advance cooperation between the Two Governments, to facilitate sharing of information relevant to concerns and mutual interests and to enhance productive ongoing communications.
- 2.2. In a spirit of partnership, the Two Governments will identify opportunities for constructive collaboration and ways in which to advance those opportunities.
- 2.3. The Two Governments wish to recognize their respective governing jurisdictions and authorities.
- 2.4. The Two Governments recognize and respect the diversity of cultures, history, and traditions among the people of the Northwest Territories and respect that the Two Governments may have different perspectives and unique political and policy priorities on various issues due to unique circumstances of capacity, history, priorities, and aspirations.

- 2.5. The Two Governments recognize that there may be different perspectives on various issues and that agreement may not always be achievable on all issues, but the Two Governments commit to work in good faith to reach an agreement wherever possible.
- 2.6. The Two Governments commit to constructive collaboration, in a spirit of cooperation and mutual respect, knowing that cooperation will help to maximize the benefits for the people they serve.

3. AREAS OF COOPERATION

3.1. The Two Governments agree that the areas of cooperation and discussion related but are not limited to:

- implementation of the United Nations Declaration on the Rights of Indigenous Peoples;
- settle land, resources, and self-government agreement;
- resolutions of the NWTMN annual general assembly;
- environment and climate change related issues;
- economic development;
- employment, skill development, job training, and GNWT human resource issues;
- social programs:
 - child and family services;
 - health services and benefits;
 - culture and heritage;
 - education – junior kindergarten to post-secondary;
 - income support;
 - services for Elders;
 - housing;
 - policing; and
 - justice.
- Any other areas of mutual interest identified by NWTMN and the GNWT.

4. MEETINGS OF ELECTED LEADERS

4.1. Meetings of elected leaders will build and maintain a mutually respectful government-to-government relationship between the Two Governments.

- 4.2. There shall be two meetings a year between the NWTMN Executive, NWTMN Métis Council Presidents, and Members of the GNWT Executive Council.
- 4.3. The leaders' meeting will rotate between NWTMN and the GNWT hosting and the location will rotate between an NWTMN community and Yellowknife, unless otherwise agreed to by the Two Governments.
- 4.4. The leaders' meeting will be chaired by the Premier of the Northwest Territories and the President of the NWTMN on a rotating basis.
- 4.5. Prior to leaders' meetings, the Two Governments will reach agreement on an agenda that has been jointly developed by their senior officials. Where applicable, lead notes, briefing materials, reports and other documents may be shared by the Two Governments in advance of the leaders' meeting to allow for proper planning, preparation, and leadership discussion.
- 4.6. To ensure that a dialogue takes place during the GNWT Operations and Maintenance and Capital Planning processes, efforts will be made to hold meetings in either the first or third quarter of the fiscal year.
- 4.7. The Two Governments may invite other senior officials, and advisors, such as elders, to attend leaders' meetings. The Two Governments may permit such persons to make submissions or presentations at the leaders' meeting, if agreed to by the Two Governments.
- 4.8. Only the President, Vice-President, and Treasurer of the NWTMN, Presidents of the NWTMN Métis Councils, and Members of the GNWT Executive Council will sit at the leaders' table.
- 4.9. At these meetings, the leaders will:
 - make good faith efforts to address matters set out in the agenda;
 - provide instructions to the senior officials, as appropriate; and
 - agree upon a summary of commitments and a joint communiqué prior to the end of the meeting.

5. MEETINGS OF SENIOR OFFICIALS

- 5.1. The Two Governments' senior officials will support the government-to-government work of elected leaders.

- 5.2. Each Government will designate a lead senior official responsible for coordinating preparation and follow-up of the meetings of elected leaders, and will provide notice of that official to the other Government, including their contact information.
- 5.3. The senior officials will be responsible to provide administrative support to the leaders' meetings. The senior officials will work together to:
 - coordinate the preparation of leaders' meetings, including scheduling and location of the leaders' meeting;
 - prepare a draft joint agenda for leader approval, including shared lead notes and shared materials;
 - prepare a draft summary of commitments and draft joint communique for leaders' approval at the end of the leaders' meeting; and
 - carry out directions provided by the leaders.
- 5.4. Senior officials from the Two Governments will meet regularly (quarterly) to review the commitments from the leaders' meeting in the commitment matrix and work plans, if applicable, to ensure that meeting commitments are fulfilled.
- 5.5. From time to time, senior officials from the NWTMN shall be invited to the South Slave Regional Management Committee meetings.
- 5.6. From time to time, senior officials from the GNWT shall be invited to board meetings and assemblies of the NWTMN.

6. INFORMATION SHARING

- 6.1. The Two Governments recognize that in order to effectively make progress on areas of mutual interest it is important that information be shared in an open and timely manner, subject to any constraints imposed by law.
- 6.2. The Two Governments are committed to meaningful communications on GNWT initiatives that may have an impact on the NWTMN.
- 6.3. In order to facilitate achieving effective progress on areas of mutual interest, the Two Governments will adhere to protocols for effective communication between Governments.
- 6.4. Each Government will notify the other, in advance of upcoming activities, emergent issues of concern, and upcoming public engagement or consultations.

For example, the GNWT shall advise the NWTMN when Ministers are intending to visit NWTMN communities.

7. PROTOCOLS FOR COMMUNICATION

The protocol for formal correspondence includes, but is not limited to:

- 7.1. GNWT formal correspondence addressed to the NWTMN President or Presidents of the Métis Councils should be copied to:
 - Premier of the Northwest Territories
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs
 - NWTMN Executive Director
 - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

- 7.2. NWTMN formal correspondence addressed to the Premier of the Northwest Territories should be copied to:
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs
 - Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

- 7.3. NWTMN formal correspondence addressed to Minister(s) of the GNWT should be copied to:
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs
 - Deputy Minister of the appropriate department(s)
 - 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 lead senior officials should be copied to:
 - President of the NWTMN
 - Premier of the Northwest Territories
 - President(s) of the NWTMN Métis Councils, as applicable
 - Principal Secretary
 - Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs

- Executive Director NWTMN
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

8. JOINT COMMUNICATION

- 8.1. The Two Governments recognize the importance of issuing joint letters, press releases, statements, or other communications on matters of mutual interest and concern ("Joint Communications").
- 8.2. Joint communications include, but are not limited to, any communication, document or material bearing the logos of, or using the letterheads of both NWTMN and the GNWT.
- 8.3. The Two Governments recognize the importance of ensuring that any joint communications have been duly reviewed and approved by both senior officials and elected leaders of their respective governments prior to release or publication of the joint communication.
- 8.4. Any request by either Government 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 NWTMN Executive Director on behalf of the NWTMN and to the Principal Secretary on behalf of the GNWT.
- 8.5. The agreement of NWTMN and the GNWT to the issuance of any joint communications shall be given in writing by the NWTMN Executive Director on behalf of the NWTMN 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. COSTS

- 9.1. Each Government will be responsible for the costs of its participation in the leaders' meetings and senior officials' meetings.

10. EFFECT OF THE MEMORANDUM OF UNDERSTANDING

- 10.1. Nothing in this MOU creates or affects any legal or contractual rights or obligations and is not to be construed as imposing any financial obligation on either of the Two Governments.
- 10.2. Nothing in this MOU is intended to preclude, replace, or substitute the participation of NWTMN or NWTMN Métis Councils in any other intergovernmental processes or agreements.
- 10.3. Nothing in this MOU restricts the Two Governments from holding additional meetings between the President of the NWTMN and/or Presidents of the Métis Councils and the Premier and/or Ministers.

11. TERM OF THE MEMORANDUM OF UNDERSTANDING

- 11.1. This MOU shall be in effect for a period of four (4) years from the date of signing.

12. RENEWAL

- 12.1. Upon written consent of the Two Governments, this MOU may be renewed for a further term as agreed.

13. AMENDMENTS

- 13.1. This MOU may be reviewed and amended upon mutual agreement of the Two Governments. Such review and amendment require written notice being given to the other government at least 60 days in advance.

14. TERMINATION

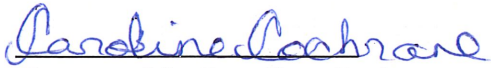
- 14.1. This MOU may be terminated by either Government upon written notice being given to the other Government at least 60 days in advance of the termination date.

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

SIGNATORIES

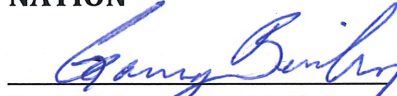
This MOU is signed by the Northwest Territory Métis Nation and the Government of Northwest Territories on this 12th day of April 2022.

FOR THE GOVERNMENT OF NORTHWEST TERRITORIES

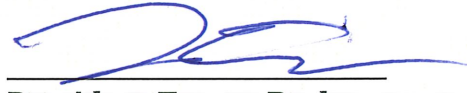


Honourable Caroline Cochrane
Premier of the Northwest Territories

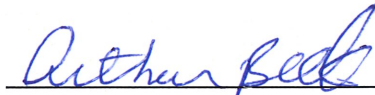
FOR THE NORTHWEST TERRITORY MÉTIS NATION



President Garry Bailey
President, Northwest Territory Métis Nation



President Trevor Beck
President, Hay River Métis Government Council



President Arthur Beck
President, Fort Resolution Métis Government



President Allan Heron
President, Fort Smith Métis Council