

Memorandum of Understanding

Between:

The Government of Newfoundland and Labrador

And

The Government of Nunavut

(hereinafter jointly referred to as “the Parties”)

WHEREAS the Parties are geographic neighbours that share a strong sense of culture, a shared maritime history, experience comparable challenges, anticipate similar opportunities and have a common goal to advance innovation, enhance responsible economic and social development and promote diversity and inclusiveness to create and maintain robust and vibrant communities.

AND WHEREAS Newfoundland and Labrador and Nunavut are each the location of a comprehensive Inuit Land Claim Agreement (Labrador Inuit Land Claims Agreement, and Nunavut Agreement, respectively).

AND WHEREAS the Parties share a like-minded approach to safe and sustainable Arctic development focused on achieving mutual benefits for our northern and Indigenous communities that will mitigate potential environmental and social impacts.

AND WHEREAS the people of Newfoundland and Labrador and Nunavut have personal, cultural and social relationships that have led to a long and successful history of collaboration and partnerships, including successful collaboration between the chambers of commerce on initiatives.

AND WHEREAS the Parties recognize the importance of these longstanding relationships, mutual interests and each jurisdiction’s strengths and expertise as they commit to enhancing cooperation and awareness among their respective stakeholders.

THEREFORE this Memorandum of Understanding is to assert the Parties’ strategic alliance and agreed cooperation in facilitating collaboration and partnership among their respective stakeholders to enhance responsible economic and social development and enable mutual benefits for stakeholders in both jurisdictions as opportunities continue to emerge in the Arctic.

Joint Action and Priority Areas of Cooperation

1. Through this Memorandum of Understanding, the Parties commit to ongoing collaboration, information sharing and facilitation of partnerships in the following mutually-identified priority areas:
 - a. **Natural Resources** – Parties agree to share expertise and best practices for the safe and sustainable development of natural resources (oil and gas, mining, fisheries and sources of renewable and alternate energy) that will promote a clean environment and conservation along with economic growth and vibrant communities while respecting local culture and the importance of traditional knowledge/Inuit Qaujimajatuqangit.
 - b. **Education and Training** - Parties agree to pursue partnership opportunities to provide education and certified industrial training to help meet the rising demand for skilled labour in a variety of sectors, that is rooted in language and culture, and ensure access to opportunities for residents in remote communities through local training, increased skill capacity and engagement of local history.
 - c. **Transportation** - Parties agree to advance the movement of goods and people, increase business opportunities and attract investment. Parties will work together to explore the potential to strengthen transportation links (by sea and air) between Newfoundland and Labrador and Nunavut.
 - d. **Infrastructure**- Parties agree to explore as partnership opportunities related to the policy, planning, engineering and construction of industrial and municipal infrastructure and the provision of broadband and fibre optics connectivity collectively to improve the movement of goods and people, increase business opportunities and attract investment. Parties will also work together to identify infrastructure that is designed and suitable to northern climates in the context of climate projections that predict warmer temperatures and increased precipitation in northern and Arctic areas.
 - e. **Culture, Language, Heritage and Tourism** – Parties agree to strengthen cultural ties between Newfoundland and Labrador and Nunavut, and work together to increase cultural awareness among stakeholders and industry and increase collaboration on emerging trends in the tourism industry particularly around innovative practices for utilizing cultural assets to increase tourism.

- f. **Research and Development (R&D)** – Parties agree to work together to identify R&D needs and pursue opportunities, advance innovation and partner on academic and commercial-led R&D in areas of mutual interest. For example, the safe and sustainable development of natural resources (as listed above) and how to adapt to the negative impacts on the environment, flora, and fauna, particularly those of importance to local culture and traditional ways of life. Other areas of collaboration could entail research on climate change mitigation, adaptation solutions, with a focus on disaster mitigation, sea-ice monitoring, search, and rescue, and the impact of climate change on infrastructure.
 - g. **Health Care** – Parties agree to pursue partnership opportunities in the health care sector between Newfoundland and Labrador and Nunavut, and work together to explore potential areas of mutual interest and innovation in the provision of health services, including mental and physical wellbeing, support for addictions, education, training, and outreach, as well as health systems governance and planning.
 - h. **Emergency Preparedness** – Parties agree to collaborate on the sharing of information and best practices to assist Newfoundland and Labrador and Nunavut prepare and respond quickly and effectively in the event of an emergency.
 - i. **Social Development and Wellness** – Parties agree to work together to strengthen supports and enhance social development to reduce poverty, homelessness and overcrowding, and food insecurity. The parties also recognize the value of working together to identify best practices in the areas of domestic violence and violence against women and children.
 - j. **Gender** – Parties commit to apply a gender lens in all social and economic policy and planning to ensure fair and balanced representation of the issues and increase women’s participation in the identification of adequate and appropriate gendered solutions to shared Arctic challenges.
 - k. **Other** – Parties agree to work together to advocate and collaborate in areas of mutual interests in the North.
2. This Memorandum of Understanding shall not be interpreted to either require or exclude cooperation on any specific matter, nor shall it in any way limit the ability of either party to independently determine and pursue its own objectives or priorities.

3. Cooperation under this Memorandum of Understanding will be realized in accordance with the laws and regulations of each jurisdiction.
4. The Parties recognize the importance of protecting and respecting intellectual, industrial and proprietary rights. For greater certainty, the Parties will retain intellectual, industrial and proprietary rights to the information shared with the other Party during the course of this partnership.
5. The intellectual, industrial and proprietary rights with respect to any technological development, products and services development and/or research results that have been developed or obtained during the course of this partnership will be:
 - a. Jointly owned by the Parties in accordance with mutually approved terms and conditions; or,
 - b. Solely and separately owned by the Party concerned.

Coordination and Implementation

6. A Newfoundland and Labrador – Nunavut Cooperation and Implementation Committee consisting of equal representatives from both Parties and co-chaired by senior government officials appointed by the premiers will be responsible for jointly developing a two-year rolling work plan to implement initiatives under the agreed priority areas and producing an annual report to premiers outlining progress and potential areas for future collaboration and partnership. The Terms of Reference for this committee are set out in the Annex to this Memorandum of Understanding.
7. Other relevant stakeholders (e.g. industry, academia, Indigenous governments and organizations, etc.) in each jurisdiction may participate in specific initiatives as necessary subject to the approval of both Parties.
8. To support the Cooperation and Implementation Committee and coordinate work plan initiatives, a working group will be established with representation from each of the Parties.
9. Unless otherwise specifically agreed to in advance, each party will be responsible for the costs of its own participation and involvement in this Memorandum of Understanding, including the Cooperation and Implementation Committee and the working group.

Review

10. The Parties agree that this Memorandum of Understanding will be reviewed every two years to ensure that the terms and conditions remain mutually acceptable and priority areas stay pertinent.
11. This review will be followed by a meeting between the Premier of Newfoundland and Labrador and the Premier of Nunavut to discuss issues related to this Memorandum of Understanding.
12. It is agreed that the objectives and progress achieved will be the subject of a joint annual review by both Parties.

Limitations

13. This Memorandum of Understanding is not a legally binding agreement and places no legal obligations on either of the Parties. Any matter involving the interpretation or implementation of this agreement will be addressed by consultation between the Parties and will not be referred to a third party.
14. Neither of the Parties shall be responsible for the actions of third parties and/or associates who may be involved in specific initiatives which are included within the framework of this Memorandum of Understanding.

Amendment and Termination

15. This Memorandum of Understanding will come into effect on the date it is signed by the Parties and will remain in effect unless amended or terminated.
16. This Memorandum of Understanding can be amended at any time by written and signed agreement of the Parties.
17. Either of the Parties may terminate its involvement in this Memorandum of Understanding by providing the other party with written notice. The Memorandum of Understanding will expire ninety (90) days after notice of termination has been received.

Signed at Ottawa, Ontario on the 8th day of February, 2023. (four originals – two in English and two in Inuktitut)

Honourable Andrew Furey
Premier of Newfoundland and
Labrador
Minister for Intergovernmental
Affairs

Honourable P.J. Akeagok
Premier of Nunavut
Minister of Executive and Intergovernmental
Affairs
Minister of Indigenous Affairs
Minister responsible for Immigration
Minister responsible for the Utility Rate
Review Council

Honourable Lisa Dempster
Minister Responsible for Labrador
Affairs
Minister Responsible for Indigenous
Affairs and Reconciliation
Deputy Government House Leader

Honourable Pamela Hakongak Gross
Deputy Premier
Minister of Education
Minister responsible for Nunavut Arctic
College

**ANNEX ON TERMS OF REFERENCE FOR
NEWFOUNDLAND AND LABRADOR –NUNAVUT
COOPERATION AND IMPLEMENTATION COMMITTEE TO
THE MEMORANDUM OF UNDERSTANDING**

Between:

The Government of Newfoundland and Labrador

And

The Government of Nunavut

General

1. The Newfoundland and Labrador-Nunavut Cooperation and Implementation Committee (the Cooperation and Implementation Committee) is established to renew and strengthen cooperation between the Government of Newfoundland and Labrador and the Government of Nunavut on priority areas identified under the Memorandum of Understanding between the Parties.

Objective

2. The objective of the Cooperation and Implementation Committee is to provide an effective framework for cooperation and coordination among committee members concerning areas of mutual interest.

Roles and Responsibilities

3. To further its objectives, the Cooperation and Implementation Committee will:
 - a. Exchange and evaluate information pertaining to mutually-identified priority areas;
 - b. Develop a two-year rolling work plan to implement initiatives under the mutually-identified priority areas;
 - c. Establish committees, sub-committees and working groups as required to achieve its objectives;

- d. Consider recommendations brought forward by sub-committees or working groups; and,
- e. Produce an annual report to premiers outlining progress and potential areas for future collaboration and partnership.

Membership

- 4. The Cooperation and Implementation Committee will consist of an equal number of representatives from both Parties. Newfoundland and Labrador will be led by the Labrador Affairs Secretariat and include representatives from the Department of Industry, Energy and Technology; Intergovernmental Affairs; and, Indigenous Affairs and Reconciliation. The Government of Nunavut will be led by the Department of Executive and Intergovernmental Affairs and include representatives from the Department of Economic Development and Transportation, Department of Culture and Heritage, and the Department of Community and Government Services. Other Government departments or parties may be requested to attend meetings as required.
- 5. The Cooperation and Implementation Committee may engage representatives from local industry, academia and Indigenous governments/organizations as determined by co-chairs. Attendance by outside parties at meetings will be agreed by members in advance.
- 6. Each member of the Cooperation and Implementation Committee may appoint one senior-level official within their organization to act as an alternate on their behalf; consistency in alternates is recognized by the members as desirable to enable continuity from meeting to meeting.

Co-Chairs

- 7. The Cooperation and Implementation Committee will be co-chaired by the Labrador Affairs Secretariat on behalf of Newfoundland and Labrador and the Department of Executive and Intergovernmental Affairs on behalf of Nunavut, as appointed by the Premiers.
- 8. The duties of the co-chairs shall be to preside over Cooperation and Implementation Committee meetings, direct the development of work plans and manage activities and tasks of established sub-committees and working groups.
- 9. Co-chairs shall be appointed for a period of two years at a time and can be renewed at the discretion of the Premiers.

Working Group

10. The Cooperation and Implementation Committee will establish a working group with representation from each Party as appointed by the co-chairs to:
 - a. Provide support for Cooperation and Implementation Committee meetings, including organizing, assisting with agenda development, distribution of meeting materials and facilitating information exchange;
 - b. Make recommendations for the establishment of sub-committees and/or working groups, as necessary, to address specific issues or undertake specific tasks;
 - c. Assist with the development of work plans and coordinate related initiatives and activities;
 - d. Prepare annual progress reports in accordance with direction from the Cooperation and Implementation Committee co-chairs; and,
 - e. Administer the Terms of Reference.

11. The Cooperation and Implementation Committee will meet at least once per year in person ideally coordinated with attendance at relevant trade shows and conferences (e.g. Northern Lights, Expo Labrador and the Nunavut Trade Show) and by phone as determined by the members. The responsibility for the organization of meetings shall be rotated among co-chairs and will be coordinated by the working group.

12. The Cooperation and Implementation Committee will seek consensus on matters of procedure pertaining to the operations of the Cooperation and Implementation Committee, including in respect of the following:
 - a. Additional staff and/or stakeholders that may be invited to attend meetings and address specific agenda items;
 - b. Representatives from other departments, agencies and/or other organizations that may be invited to address specific issues or common concerns and challenges; and,
 - c. Sub-committees or working groups that may be established to address specific opportunities/issues or to undertake specific tasks and appoint staff to those groups.

13. Where consensus cannot be achieved, the meeting minutes will record the position of each member in respect of that issue.
14. All meeting minutes arising from meetings of the Cooperation and Implementation Committee will be circulated to the members and placed on the agenda of the following committee meeting for approval.
15. Meetings of the Cooperation and Implementation Committee will incorporate the principles of Inuit Qaujimajatuqangit into its operations.
16. Members of the Cooperation and Implementation Committee will be consulted in the development of meeting agendas.
17. A draft meeting report, including the meeting minutes, shall be distributed to all committee members by the working group within 30 days of the conclusion of the meeting.
18. Comments on the meeting report shall be submitted to the co-chairs and working group within 30 days after issuance. The final meeting report shall be subject to the approval of co-chairs.

Resources

19. Each Party will support the administration of the Cooperation and Implementation Committee and working group. Representatives participating in the committee will be responsible for individual costs, including travel to meetings and staff time.
20. The co-chair hosting the meeting will make arrangements for the meeting venue and will assume the associated costs.

Review

21. Two years after the Cooperation and Implementation Committee approves these terms of reference, it will review them for effectiveness. Mutually acceptable changes may be made at this time or at any other time, as determined by the Cooperation and Implementation Committee and approved by co-chairs.