

Memorandum of Understanding

Between:

The Government of Ontario

And

The Government of Nunavut

(hereinafter jointly referred to as “the Parties”)

WHEREAS the Parties are neighbours that share a strong economic and social connection, 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 the people of Ontario and Nunavut have personal, cultural, and social relationships that have led to a long and successful history of collaboration and partnerships, including successful development of trade, transportation and health links,

AND WHEREAS the trading relationship between Ontario and Nunavut represents an excess of \$1 billion annually,

AND WHEREAS the people of Nunavut have increasingly sought opportunities in Ontario and there is a growing population of Nunavut Inuit within the Province of Ontario who continue to maintain special links with Nunavut,

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.

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. **Education and Training** - Parties agree to pursue partnership

opportunities to provide education and relevant 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.

- b. **Health Care** – Parties agree to pursue the strengthening of partnership opportunities in the health care sector between Ontario 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.
- 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 support increased connections between the two jurisdictions,
- d. **Worker and Workplace Health and Safety** - Parties agree to share expertise related to worker and workplace health and safety, in a culturally appropriate manner, to help and support all workplaces provide an environment from which workers return home healthy, safe and sound and enhances the wellbeing of residents of both jurisdictions.
- e. **Natural Resources** – Parties agree to share expertise and best practices for the safe and sustainable development of natural resources (e.g. mining, fisheries, and sources of clean and alternative energy) in a manner consistent with the recognition and affirmation of existing Aboriginal and treaty rights in section 35 of the Constitution Act, 1982, including the duty to consult, and 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.
- f. **Infrastructure**- Parties understand that enhanced industrial and municipal infrastructure in both jurisdictions benefits both parties and the parties will explore collaboration in the planning, engineering and construction of further infrastructure. Both parties will work to facilitate knowledge transfer and benefit from shared knowledge and experience to further establish international leadership in remote and Arctic infrastructure development.
- g. **Culture, Language, Heritage and Tourism** – Parties agree to strengthen cultural ties between Ontario and Nunavut and work together to increase cultural awareness among stakeholders and industry. Recognizing the transportation links between Ontario and Nunavut, both parties will increase collaboration on emerging trends in the tourism industry, particularly around innovative practices for utilizing cultural assets to

increase tourism and explore opportunities for joint promotion of tourism opportunities,

- h. 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 fish and wildlife populations and infrastructure.
 - i. Social Development and Wellness** – Parties agree to work together to strengthen supports, including child and family services, improve coordination of services, and enhance social development in a culturally responsive manner to further enhance the wellbeing of residents of both jurisdictions, including for Inuit children, youth and families from Nunavut and Ontario.
 - j. Gender** – Parties commit, where possible, to apply a gender lens, including consideration of intersectionality, 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. Indigenous Relations** – Parties agree to work together to improve the socio-economic outcomes of Indigenous/Inuit individuals to explore collaborating and learning from one another to share approaches and best practices. Among others, this would include issues faced by communities in both jurisdictions such as further bolstering food security and sovereignty issues, provision of safe drinking water and economic development to further the prosperity of communities.
 - l. 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. An Ontario –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 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 Ontario 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 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 _____ on this in four originals – two in English and two in Inuktitut.

Premier Doug Ford
Government of Ontario

Premier P.J. Akeeagok
Government of Nunavut

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

To Follow