

## MEMORANDUM OF UNDERSTANDING (MOU)

***Between:***

*The Tłıchq Government, (herein represented by the Grand Chief)  
hereinafter referred to as the "Tłıchq Government"*

***And:***

*The Government of the Northwest Territories, (herein represented  
by the Minister of Education, Culture and Employment) hereinafter  
referred to as "ECE"*

***And:***

*The Tłıchq Community Services Agency, (herein represented by the  
Chairperson of the Board of the Tłıchq Community Services Agency)  
hereinafter referred to as "TCSA"*

***Whereas*** on June 29, 2012, the Tłıchq Government and the Government of the Northwest Territories (GNWT) signed the Tłıchq Government/GNWT Intergovernmental Memorandum of Understanding;

***And Whereas*** the GNWT has committed to work with the Tłıchq Government to formalize shared facilities arrangements for early childhood and social wellness programs with Kindergarten to Grade 12 school programs;

***And Whereas*** education bodies should enter into agreements that provide for the maximum possible use of education facilities;

***And Whereas*** the parties wish to formalize this agreement;

***Now Therefore***, this Memorandum of Understanding (MOU) outlines the parameters of the agreement and bears witness to the fact that the parties agree on the terms and conditions hereinafter:

***The parties understand the following parameters and conditions:***

**1. Purpose of the MOU**

- 1.1 This MOU establishes an agreement and a cooperative working relationship between ECE, the Tłıchq Government and the TCSA to

formalize a shared facilities arrangement for early childhood and social wellness programs and Kindergarten to Grade 12 school programs.

## **2. Conditions**

- 2.1 The TCSA should enter into use/rental/lease arrangements with the Tłjchq Government for use of existing facilities under their jurisdiction without the need for transfer of funds from one party to the other when such arrangements:
- a) are in the best interests of the students, and
  - b) do not interfere with the regular delivery or space requirements of Kindergarten to Grade 12 programs.
- 2.2 When the TCSA has entered into use/rental/lease arrangements with the Tłjchq Government, such arrangements should only be terminated if the dispute resolution processes set out in section 3 of this MOU have been followed.

## **3. Dispute Resolution**

- 3.1 Those parties initially involved in a dispute will first attempt to resolve it themselves. Disputes that continue will be handled as follows:

**Level 1:** Chair of the local education body, school principal and Manager of Early Childhood Programs and/or Manager of Social/Wellness Programs.

**Level 2:** Tłjchq Government Representative and TCSA representative.

## **4. Term**

- 4.1 The terms of this MOU shall start as of the date of signing of this Agreement and shall remain until one of the Parties terminates the Agreement.
- 4.2 This MOU may be terminated by either party upon written notice to the other two parties and at least 60 written days' notice of its intention to terminate.
- 4.3 This MOU may be amended by mutual agreement in writing between the Parties hereto.

## **5. Effect of the MOU**

- 5.1 Nothing in this MOU creates legal obligations.
- 5.2 Nothing in this MOU shall constrain the respective governments from exercising their powers and responsibilities, nor impose any financial obligation.
- 5.3 Nothing in this MOU prevents the Tłıchq̓ Government, the TCSA and the GNWT from participating in other intergovernmental processes or agreements.

## **6. Communications**

- 6.1 Any notice concerning this MOU intended for ECE shall be sent by mail to the following address:

Minister of Education, Culture and Employment  
Government of the Northwest Territories  
P.O. Box 1320  
Yellowknife NT X1A 2L9

- 6.2 Any notice concerning this MOU intended for Tłıchq̓ Government shall be sent by the mail to the following addresses:

Grand Chief, Tłıchq̓ Government  
Box 412  
Behchok̓, NT X0E 0Y0

- 6.3 Any notice concerning this MOU intended for the TCSA shall be sent by mail to the following address:

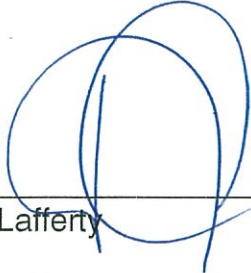
Chair, Tłıchq̓ Community Services Agency  
Bag 5  
Behchok̓, NT X0E 0Y0

- 6.4 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

**SIGNATORIES**

**GOVERNMENT OF THE NORTHWEST TERRITORIES**

as represented by the Minister of Education, Culture and Employment



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Jackson Lafferty  
Minister  
Education, Culture and Employment

March 18, 2013  
Date

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**TŁIČHŦ GOVERNMENT,**

as represented by the members of the Grand Chief, TłičhŦ Government



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Grand Chief Edward Erasmus

March 27/13.  
Date

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**TŁIČHŦ COMMUNITY SERVICES AGENCY,**

as represented by the Chief Executive Office of the TCSA



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Ted Blondin  
Chairperson of the Board of the TCSA

April 19/13  
Date