



Memorandum of Understanding

between

**The Department of Community Government & Transportation
Government of Nunavut**

and

**The Department of Transportation & Government Services
Government of Manitoba**

on

Transportation

Whereas,

- Manitoba and Nunavut share a common border, and have established a close transportation, trading and cultural relationship in the last 25 years, including resupply of the Kivalliq Region through the Northern Churchill Gateway;
- Nunavut has expressed a desire for a road link to Canada through the Province of Manitoba, and Manitoba is supportive of these aspirations;
- The Manitoba Department of Transportation and Government Services and the Nunavut Department of Community Government and Transportation have jointly undertaken transportation policy and planning projects in the last few years, such as the Manitoba-Nunavut Transportation Assessment;
- The Premiers of Manitoba and Nunavut signed a Memorandum of Understanding (MOU) for Cooperation and Development in February 2000, with transportation identified as a high priority for future joint cooperative arrangements;
- The Manitoba-Nunavut Memorandum of Understanding for Cooperation and Development contains a clause whereby the parties agree to pursue a separate agreement in the Transportation sector; and,
- Discussions on such cooperative arrangements were held in December 2000 between officials of the Government of Nunavut, Department of Community Government and Transportation (hereinafter Nunavut), and the Government of Manitoba, Department of Transportation and Government Services (hereinafter, Manitoba),

therefore, Manitoba and Nunavut hereby undertake to establish a Memorandum of Understanding (MOU) on Transportation.

1. Purpose

The purpose of this Memorandum of Understanding is to:

- a) improve cooperation and consultation, and investigate the potential for joint initiatives on transportation policy and planning matters of mutual concern to Manitoba and Nunavut; and,
- b) investigate the benefits of staff and information exchanges and/or joint training initiatives in relation to common core functions of the departments.



2. Principles

The following principles, to the extent applicable, will apply to initiatives undertaken through this MOU.

Initiatives will:

- a) serve to improve the coordination of the transportation programs of both jurisdictions;
- b) serve to enhance transportation infrastructures and services between the two jurisdictions;
- c) recognize and incorporate principles and guidelines relating to sustainable development;
- d) be responsive to evolving Manitoba and Nunavut circumstances;
- e) respect Nunavut Land Claims obligations and interests, including the Nunavut Final Agreement; and,
- f) respect Manitoba First Nations land claims entitlements and the land claims entitlement process.

3. Joint Actions

The following joint actions are proposed to be undertaken by the departments:

- a) the departments will jointly develop the terms of reference for a route selection study of a proposed road link between Manitoba and the Kivalliq region of Nunavut;
- b) the departments will explore and undertake cooperative efforts, where mutually beneficial, in transportation planning and policy research and development matters, including common representation to the federal government where appropriate; and,
- c) the departments will explore opportunities for staff and information exchanges and/or joint training initiatives in relation to common core functions of the departments, including the areas of airport administration and operations, driver and vehicle licensing administration, truck safety, road construction, maintenance and contract management, and other core functions shared by the departments.

Projects may be undertaken either independently or jointly in support of agreed-upon priorities. The parties will jointly agree on programming responsibilities and overall resource levels to be devoted to initiatives undertaken under the MOU.

In consideration of the interdependence between the transportation sector and other economic and social sectors, initiatives in other sectors identified in the Manitoba-Nunavut MOU for Cooperation and Development—to the extent that they may contain a transportation policy and planning dimension—will be included within the scope of this Transportation MOU for joint action.



4. Amendment and Termination

This memorandum may be amended by agreement of the parties in writing at any time.

Either party may terminate its involvement in this memorandum by giving three months prior notice in writing to the other party.

5. Coordination and Implementation

A Manitoba-Nunavut Transportation MOU Steering Committee, co-chaired by representatives designated by the Ministers of both Governments responsible for Transportation, will be responsible for ensuring the intent of this Memorandum of Understanding is fulfilled, and for recommending any future actions to the Ministers.

This Memorandum of Understanding does not create any enforceable legal or equitable rights, or obligations, but merely acknowledges the intentions of the parties to pursue mutually beneficial initiatives.

This Memorandum of Understanding is signed on this 10th day of December, 2001.

Original signed By _____

The Honourable Jack Anawak
Minister of Community Government &
Transportation
Government of Nunavut

Original signed By _____

The Honourable Steve Ashton
Minister of Transportation &
Government Services
Government of Manitoba