



**MOU**

**GWICH'IN-GNWT**

**Memorandum of Understanding**

**For Contracting within the Gwich'in Settlement Area**

**Between**

**The Government of the Northwest Territories**

**and**

**The Gwich'in Tribal Council**

**MEMORANDUM OF UNDERSTANDING FOR CONTRACTING WITHIN THE  
GWICH'IN SETTLEMENT AREA (hereinafter referred to as the "MOU")**

**THIS MOU** made the 12<sup>th</sup> day of October, 2012 (the "Effective Date").

**BETWEEN:**

**The Government of the Northwest Territories**, as represented by the Premier of the Northwest Territories, or designate

(hereinafter referred to as the "GNWT")

**OF THE FIRST PART**

**AND**

**The Gwich'in Tribal Council**, as represented by the President of the Gwich'in Tribal Council, or designate

(hereinafter referred to as the "GTC")

**OF THE SECOND PART**

(collectively referred to herein as the "Parties")

**WHEREAS:**

- A.** The GTC and the GNWT have entered into a *Memorandum of Understanding Regarding Establishing the Framework for an Intergovernmental Agreement* on September 11, 2012;
- B.** The 17<sup>th</sup> Legislative Assembly's vision of *Believing in People and Building on the Strengths of Northerners* includes the goals of a strong and independent North built on partnerships, a diversified economy that provides all communities and regions with opportunities and choices, and effective and efficient government;
- C.** Strengthening relationships with the GTC is part of the GNWT's priority of building a strong and sustainable future for the Northwest Territories;

- D. The GTC has stated that for sustainable economic growth to happen, it must start at the community level and involve Gwich'in participants and the Gwich'in business community to instill a sense of ownership;
- E. The GTC is committed to building an economy based upon the strong and direct connection of Gwich'in to the land;
- F. The GTC, or its designate, acts as the primary representative of Gwich'in participant businesses (hereinafter referred to as "Gwich'in Businesses"); and
- G. Public sector contracts provide an opportunity for Gwich'in Businesses, as designated in accordance with criteria established by the GTC, within the area described as the "settlement area" in the *Gwich'in Comprehensive Land Claim Agreement* (hereinafter referred to as the "GSA"), to build capacity and to provide employment and income benefits, thus promoting economic self-sufficiency for Gwich'in Businesses and participants.

**NOW THEREFORE**, the GNWT and GTC will make best efforts to undertake the following measures as a means of improving economic conditions within the GSA:

**ARTICLE 1.0 OBJECTIVE:**

The objective of this MOU is to establish a process toward improving the participation of Gwich'in Businesses in GNWT contracting within the GSA.

**ARTICLE 2.0 SCOPE:**

This MOU applies to contracts of GNWT departments and the Northwest Territories Housing Corporation relating to capital projects and operations and maintenance (hereinafter "O&M") contracts within the GSA.

**ARTICLE 3.0 TERM OF THE MOU:**

The term of the MOU will be from the Effective Date to September 30, 2017.

**ARTICLE 4.0 AMENDMENT AND RENEWAL:**

4.01 This MOU may be amended with the written consent of the Parties.

- 4.02 The MOU may be renewed for additional terms with the written consent of the Parties.
- 4.03 Either the GNWT or the GTC may terminate this MOU at any time upon three (3) months written notice to the other Party.

**ARTICLE 5.0 GNWT OBLIGATIONS:**

- 5.01 To work to improve and implement the involvement of Gwich'in Businesses in the delivery of GNWT projects or contracts.
- 5.02 To develop and provide written notice to the GTC, in the manner outlined in sections 5.03 and 5.04, with respect to GNWT contracting within the GSA. Subject to GNWT obligations with respect to confidential information, the GNWT will provide such written notice in sufficient time and details on proposed capital projects and O&M contracts exceeding \$5,000, including their nature and value.
- 5.03 To provide to the GTC a list of GNWT capital projects planned within the GSA during the coming fiscal year, prior to December 31<sup>st</sup> of each year, to assist Gwich'in Businesses in identifying contract opportunities.
- 5.04 To provide to the GTC a list of GNWT O&M contracts planned within the GSA during the coming fiscal year, prior to March 31<sup>st</sup> of each year, to assist Gwich'in Businesses in identifying contract opportunities.
- 5.05 To pay for all costs associated with the obligations in sections 5.02, 5.03 and 5.04.
- 5.06 To provide a one-time contribution of \$20,000 to assist the GTC in updating the registry of Gwich'in Businesses as required in section 6.02.

**ARTICLE 6.0 GTC OBLIGATIONS:**

- 6.01 To maintain and make public criteria for the designation of businesses as "Gwich'in Businesses".
- 6.02 To update, maintain and make public a registry of Gwich'in Businesses.
- 6.03 To pay for all costs associated with the implementation of sections 6.01 and 6.02, excepting a one-time initial implementation contribution from the GNWT as identified in section 5.06.



## **ARTICLE 7.0 THE GTC AND THE GNWT AGREE:**

- 7.01 There will be at least two (2) meetings each calendar year between senior officials from the GTC and the GNWT's Beaufort Delta Regional Management Committee to discuss and review the GNWT's proposed contracts in the GSA, including the GNWT capital projects and O&M contracts set out in the lists provided to the GTC pursuant to sections 5.03 and 5.04. In particular, the senior officials will discuss:
- (a) contracting opportunities that correspond to the skills, equipment and capacity of Gwich'in Businesses in the GSA;
  - (b) the structuring of contracting opportunities so they are appropriate to the skills, equipment and capacity of Gwich'in Businesses;
  - (c) opportunities to work together to identify and provide business support and training for Gwich'in Businesses, and initiatives that improve efficiencies; and
  - (d) GNWT procurement policies, practices and procedures.
- 7.02 The meetings referred to in section 7.01 will be held in the GSA, unless otherwise agreed to by the Parties.
- 7.03 The desired outcome is for Gwich'in Businesses to be awarded a minimum of fifty percent (50%) of GNWT contracting by value within the Gwich'in Settlement Area, excluding the overlap communities of Aklavik and Inuvik, over the term of the MOU.
- 7.04 For the overlap communities of Aklavik and Inuvik, it is the intention of the Parties that the minimum target of fifty percent (50%) of GNWT contracting by value over the term of the MOU should include both Gwich'in Businesses and Inuvialuit businesses. The Parties will jointly develop guidelines for assessing Gwich'in interest in Aklavik and Inuvik.
- 7.05 The Parties will review and update the Evaluation Framework jointly developed by the Parties on April 5, 2004, which may be informed by the *Gwich'in Memorandum of Understanding Evaluation Report* dated January 29, 2007.
- 7.06 The Parties will undertake an evaluation of the MOU over the term of the MOU using the Evaluation Framework developed pursuant to section 7.05, and will consider the overall economic as well as business impacts of the MOU on Gwich'in Businesses within the GSA.

## **ARTICLE 8.0 NON-BINDING MEMORANDUM OF UNDERSTANDING:**

This MOU is a statement of the intent of the Parties and does not define, create or limit any enforceable legal obligations or rights.

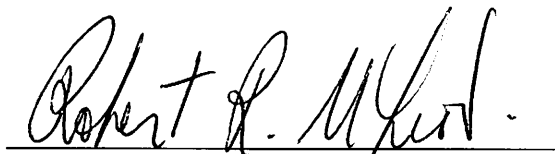
**ARTICLE 9.0 NON-DEROGATION**

Nothing in this MOU will be construed so as to abrogate or derogate from Aboriginal or treaty rights of Gwich'in participants under section 35 of the *Constitution Act, 1982*.

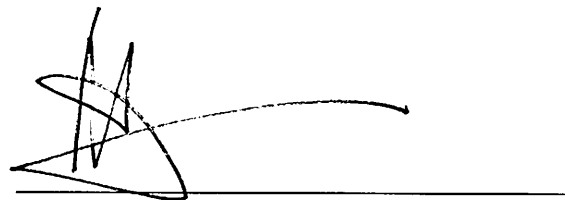
**ARTICLE 10.0 GENERAL UNDERTAKINGS**

- 10.01 Information provided to the GNWT pursuant to this MOU is subject to the *Access to Information and Protection of Privacy Act* S.N.W.T. 1994 c. 20 or other applicable laws.
- 10.02 The award of any GNWT contract in the GSA will remain within the sole authority and discretion of the GNWT.
- 10.03 GNWT contracting policies, procedures, directives, regulations and laws of general application will continue to apply to the award of GNWT contracts in the GSA.
- 10.04 The awarding of contracts to Gwich'in Businesses will be subject to conformance with price and performance standards that is consistent with established GNWT contracting practices and procedures.
- 10.05 The audit procedures required by GNWT accountability will apply.

**IN WITNESS WHEREOF** the Parties hereto have executed this MOU as of the date first above written.



The Honourable Robert R. McLeod  
Premier  
Government of the Northwest Territories



President Robert A. Alexie  
Gwich'in Tribal Council