**Memorandum of Understanding**

**­**

**BETWEEN:**

**SCHOOL DISTRICT NO. 91 NECHAKO LAKES**

**AND:**

**FIRST NATION**

**PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to describe and build a foundation for how the First Nation and School District No 91 Nechako Lakes (SD91) can work together for a cooperative, long-lasting, and mutually beneficial relationship.

**BACKGROUND**

1. FN and SD91 have been in discussions to establish and promote a collaborative and working relationship for the advancement of their mutual education and research-related goals and initiatives through a MOU.
2. This MOU sets out the agreement in principle of the parties to collaborate in developing and undertaking activities to the mutual benefit of each party and the communities they serve.

**AGREED PRINCIPLES**

1. **Principles cooperation**
   1. **FN and SD91**

(a) make a commitment to open discussion, positive negotiation and a problem-solving approach to all matters related to fulfilling the purpose of this MOU;

(b) will explore regular opportunities for dialogue and the establishment of formal mechanisms and processes for communication and input;

(c) recognize and respect the diverse strengths and contributions each brings to the relationship;

(d) will have equal status in decision making on all matters related to fulfilling the purpose of this MOU: and

(e) commit to informing the other of any new information and developments which could impact on the fulfilling of the purpose of this MOU.

1. **Memorandum not legally binding**

**2.1 This Memorandum is not intended to be legally binding on either party and does not:**

(a) give rise to any contractual relationship between the parties; or

(b) create any legal obligations on either party including an obligation to enter into any separate written agreements.

**3. Relationship to the Parties**

3.1 The parties agree that this MOU is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties.

3.2 The parties intend that any agreement for cooperation in relation to specific activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties and included with this MOU as an appendices.

3.3 Either party may initiate proposals for activities and initiatives under this MOU at any time.

3.4 Nothing in this MOU shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in a formal agreement executed by the parties either in connection with an activity contemplated by this MOU or otherwise

**4. Memorandum will not prevent cooperation with other parties**

4.1 The parties agree that this MOU will not prevent any party from undertaking any activities or cooperating with third parties or acting independently of the other.

**5. Public announcements**

5.1 The parties agree to consult with each other before making any public announcements that would originate from either SD91 or FN regarding this MOU or any collaboration contemplated by it as per Article 3.2.

**6. Term and Termination**

6.1 The parties may review this MOU and their relationship on an annual basis.

6.2 Either party may terminate this MOU at any time and for any reason with immediate effect by giving written notice to the other party.

6.3 The termination of the MOU will not affect any rights or obligations under any formal agreement entered between the parties pursuant to this MOU or otherwise. Any such agreements remain in effect according to their respective terms.

**7. Coordinating Officers**

7.1 In order to carry out and fulfil the aims of this Memorandum, First Nation and SD91 each appoint the following individuals to communicate in regards to the MOU:

(a) First Nation:

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) For SD91

Position: District Principal of Aboriginal Education

**Executed as a Memorandum**

The signatories hereby personally endorse this Memorandum on behalf of the party for whom they have signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of witness (print)**

**Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNED for **School District No. 91**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of authorized signatory (print)**

**Position: Superintendent of Schools**

SIGNED for **First Nation**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of authorized signatory (print)**

**Position: Chief, First Nation**

**Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of witness (print)**

**Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNED for **School District 91**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of authorized signatory (print)**

**Position: District Principal of Aboriginal Education**

**Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**