

**Canada-Manitoba Memorandum of Understanding Respecting
Lake Winnipeg and the Lake Winnipeg Basin**

Between

**THE GOVERNMENT OF CANADA,
represented herein by the Minister of the Environment,
who is responsible for the Department of the Environment**

("Canada")

AND

**THE GOVERNMENT OF MANITOBA,
represented herein by the Minister of Water Stewardship,**

("Manitoba")

Canada and Manitoba are collectively called "the Parties".

WHEREAS Canada and Manitoba (the Parties) share the vision of a healthy, prosperous and sustainable Lake Winnipeg for present and future generations;

AND WHEREAS, Lake Winnipeg is the 10th largest freshwater lake in the world based upon surface area and the 3rd largest freshwater reservoir;

AND WHEREAS, the Lake Winnipeg basin encompasses a drainage area of over one million square kilometres, in four Canadian provinces, and four American states, and is impacted by water related decisions and actions taken by governments in those states and by decisions of the Canadian and American federal governments;

AND WHEREAS, the Lake Winnipeg basin is home to over six million people, and human activities from agriculture, urban and industrial development have resulted in increasing amounts of nutrients and other substances being deposited into Lake Winnipeg;

AND WHEREAS, Lake Winnipeg supports significant economic activity in the region, particularly through fishing and recreation industries;

AND WHEREAS, the Parties recognize the importance of the health of Lake Winnipeg and its basin to the ecological, social and economic well-being of Manitobans and other residents of the basin;

AND WHEREAS, the Parties are concerned about environmental degradation of the water quality of Lake Winnipeg and the long-term ecological health of Lake Winnipeg and the Lake Winnipeg basin;

AND WHEREAS, the federal and provincial governments each have responsibilities relating to water and the Parties thus share mutual interests in cooperating to protect the water quality and ecological health of Lake Winnipeg and the Lake Winnipeg basin;

AND WHEREAS, the Parties recognize the need to coordinate their respective efforts to develop and implement scientific research and monitoring activities and to promote and undertake governance and management activities aimed at protecting the ecological health of Lake Winnipeg and the Lake Winnipeg basin;

AND WHEREAS, the *Canada Water Act* encourages federal-provincial cooperation in the examination and resolution of water resource issues and provides for arrangements with provinces respecting water resource management;

AND WHEREAS, the *Water Protection Act* (Manitoba) recognizes the importance of inter-jurisdictional agreements protecting water, and the shared right and responsibility of all jurisdictions in the Hudson Bay Drainage basin to protect water resources within the basin;

AND WHEREAS, the Governor General in Council has by Order-in-Council No. 2010-583, dated May 13, 2010, authorized the Minister of the Environment to enter into this Memorandum of Understanding for Canada; and

AND WHEREAS, the Lieutenant-Governor in Council has, by Order-in-Council No. 151/2010, dated May 10, 2010, authorized the Minister of Water Stewardship to enter into this Memorandum of Understanding for Manitoba,

NOW THEREFORE, THE PARTIES COMMIT TO THE FOLLOWING:

SECTION 1 - DEFINITIONS

In this Memorandum of Understanding (MOU):

- a) “aquatic ecosystem” means the community of flora and fauna functioning and interacting together within their aquatic habitats and habitats immediately adjacent to and associated with surface waters.
- b) “Lake Winnipeg” means the surface waters and shoreline of Lake Winnipeg.
- c) “Ministers” means the Minister of the Environment for Canada and the Minister of Water Stewardship for Manitoba.

- d) "nutrients" means elements necessary for the development and sustainment of aquatic life.
- e) "senior representatives" means for Canada, the Regional Director General for Environment Canada, Prairie Northern Region, and for Manitoba, the Assistant Deputy Minister, Ecological Services Division, for Manitoba Water Stewardship.

SECTION 2 -PURPOSE

The purpose of this MOU is to facilitate a cooperative and coordinated approach between the Parties in their efforts to understand and protect the water quality and ecological health of Lake Winnipeg and its basin, and achieve a healthy, prosperous and sustainable Lake Winnipeg for present and future generations.

SECTION 3 – PRINCIPLES

The following principles will direct and guide the actions of the Parties under this MOU:

- a) *Openness and Transparency.* The Parties are concerned with the ecological health and sustainability of the entire Lake Winnipeg basin insofar as this affects the water quality and aquatic ecosystem health of Lake Winnipeg. Consequently, the Parties agree to the sharing of information with each other, stakeholders and interested parties.
- b) *Cooperation and Collaboration.* The Parties wish to work together to identify priorities to achieve the vision of a sustainable Lake Winnipeg. The Parties agree to work together to identify priorities for science activities. Also, the Parties intend to coordinate the activities of their respective departments to ensure comprehensive monitoring, management, communication and governance activities, in order to maximize synergies and avoid duplication.
- c) *Maximizing the Benefits of Existing Resources or Mechanisms.* The Parties may rely upon other existing federal-provincial agreements, arrangements and other decision-making mechanisms to support this MOU.
- d) *Accountability for Activities.* The Parties are committed to undertaking individual and collaborative efforts in keeping with the principles set out in the MOU. The Parties understand that although this MOU does not commit the transfer of resources between them in the carrying out of projects and initiatives related to this MOU, the Parties may agree to jointly fund projects developed under subsidiary arrangements of this MOU.

SECTION 4 - GEOGRAPHICAL SCOPE OF MEMORANDUM OF UNDERSTANDING

The geographical scope of the MOU is Lake Winnipeg and its basin and downstream receiving environment, within the Province of Manitoba.

SECTION 5 – SUBSIDIARY ARRANGEMENTS

- a) The Parties agree that they may, from time to time, develop subsidiary arrangements to outline the nature and scope of collaborative programs of scientific study, management and governance for the purpose of this MOU that are a priority to the Parties and that will benefit from cooperative and coordinated action.
- b) Subsidiary arrangements may be developed at any time and will come into effect upon signing by senior representatives for the Parties. Each subsidiary arrangement will remain in effect for the duration of this MOU unless it specifies an earlier expiry date.
- c) Subsidiary arrangements may be amended by the senior representatives for the Parties at any time in the same manner as the subsidiary arrangement was made.
- d) Subsidiary arrangements may be terminated by either Party giving the other at least six (6) months written notice. If the Parties terminate this MOU, all subsidiary arrangements are also terminated, unless the Parties agree otherwise in writing.

SECTION 6 - MANAGEMENT AND COORDINATION

- a) The Parties will establish a Steering Committee to oversee the implementation of this MOU. The MOU Steering Committee will be co-Chaired by the senior representatives of the Parties who will report to their respective Ministers.
- b) The Terms of Reference for the Steering Committee are set out in Appendix 1.

SECTION 7 – COMMITMENT TO NOTIFY

The Parties acknowledge that the actions of one government often have effects on other governments, and therefore commit to providing written notice of change in policies or programs that could have an impact on the achievement of the objectives of this MOU.

SECTION 8 - TRANSPARENCY AND INFORMATION SHARING

- a) Subject to applicable access to information, privacy and other relevant legislation, the Parties intend to make available, at no cost to each other, and on a regular basis, all relevant data relating to or arising out of the activities under this MOU.
- b) The Parties recognize that all data, research documents, and other materials produced by either of the Parties will remain the property of that Party, and one Party will not use, publish, distribute or disclose any information, data, research documents, or materials produced by the other Party without first obtaining permission from the other Party.
- c) This MOU and any activity conducted pursuant to it are not intended to affect or diminish any proprietary rights or interests of the Parties.

SECTION 9 - COMMUNICATIONS

- a) The Parties intend to collaborate, where possible, in developing public education and information materials, and in developing and implementing media relation plans with respect to this MOU to ensure consistent messages.
- b) The Parties expect that where collaborative efforts do not occur in developing public education and information materials, the Party developing the materials will provide it to the other Party for information, prior to public release.
- c) The Parties acknowledge that all communications involving Canada must conform to the requirements of the federal *Official Languages Act (Canada)* as well as all language related policies, guidelines and directions provided by the Treasury Board of Canada.
- d) The Parties will treat information related to or generated as a result of this MOU in accordance with the requirements of applicable federal and provincial legislation.

SECTION 10 – AMENDING THE MOU

This MOU may be amended by agreement in writing by both Parties. Any amendment becomes part of this MOU.

SECTION 11 – SETTLEMENT OF DISPUTES

At the onset of a dispute, the Parties, or their senior representatives, agree to meet promptly for the purposes of attempting, in good faith, to resolve this dispute. The Parties are committed to working collaboratively to avoid and resolve any disputes concerning the interpretation or implementation of this MOU.

Any disputes regarding the interpretation or implementation of the MOU will be resolved by consultation between the Parties and will not be referred to a tribunal or other third party for resolution.

SECTION 12 – LANGUAGE OF MOU

This MOU is prepared in the English and French languages, and each version is equally valid.

SECTION 13 - DURATION OF MOU

- a) This MOU comes into force on the date of signature by the Ministers and remains in force for a term of five (5) years, unless terminated earlier by one of the Parties in accordance with paragraph 13 c).
- b) The Parties may extend this MOU for an additional term of five (5) years. Such an extension will require the mutual written consent of the Parties prior to the expiration of this MOU.
- c) Either Party may terminate this MOU upon providing six (6) months written notice to the other Party.

SECTION 14 – REVIEW OF MOU

- a) Prior to the expiration of each five (5) year term of this MOU, senior representatives will initiate a review the effectiveness of the MOU to assist the Parties in deciding whether to extend or renew this MOU.
- b) The process to assess the effectiveness of this MOU will be coordinated by both senior representatives.

SECTION 15 – COMPLIANCE WITH LAW

- a) Nothing in this MOU alters the legislative or other authorities of each of the Parties with respect to the exercise of their legislative or other authorities under the Constitution of Canada.
- b) The Parties acknowledge that this MOU is governed by the applicable laws of Canada and Manitoba.

SECTION 16 – NOTICES

Notices will be sent to:

- a) For Canada:
Regional Director General

Environment Canada - Prairie and Northern Region
Twin Atria Bldg
4999 - 98th Avenue
Edmonton, Alberta
T6B 2X3

b) For Manitoba:

Assistant Deputy Minister
Ecological Services Division
Manitoba Water Stewardship
200 Saulteaux Crescent
Winnipeg MB R3J 3W3

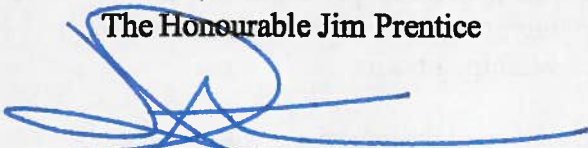
IN WITNESS WHEREOF, this Memorandum of Understanding is signed for Canada by the Minister of the Environment and for Manitoba, by the Minister of Water Stewardship:


FOR CANADA

FOR MANITOBA

The Honourable Jim Prentice

The Honourable Christine Melnick



Minister of the Environment

Minister of Water Stewardship

13 Sept 2010
Date

13 Sept 2010
Date

APPENDIX 1

Terms of Reference for the Steering Committee for the Canada-Manitoba Memorandum of Understanding Respecting Lake Winnipeg and the Lake Winnipeg Basin

- 1) The MOU Steering Committee will be responsible for:
 - a) Overseeing the implementation of the *Canada-Manitoba Memorandum of Understanding Respecting Lake Winnipeg and the Lake Winnipeg Basin*;
 - b) Designing, developing and overseeing the implementation of subsidiary arrangements under this MOU, and overseeing any activities under the subsidiary arrangements;
 - c) Developing a management review process to assess the degree to which implementation of this MOU has been successful, and for conducting ongoing management review prior to the expiration of each term of five years. Management reviews will be undertaken within existing resources;
 - d) Establishing and maintaining working relationships with other governmental and non-governmental organizations with a mutual interest in Lake Winnipeg water quality and/or the ecological health of the Lake Winnipeg basin;
 - e) Meeting regularly, and keeping a record of meetings and deliberations with such records to be made public in a manner consistent with the structure of each Party's organization;
 - f) Reporting to the respective Ministers;
 - g) Creating committees and appointing membership as required to achieve the objectives of the MOU; and
 - h) Carrying out such other related duties as the Ministers may request that are consistent with the intent and purpose of this MOU.
- 2) The composition of the MOU Steering Committee:
 - a) Membership of the Steering Committee will strive to consist of an equal number of federal and provincial representatives appointed by each of the federal and provincial governments. The Steering Committee will be co-chaired by a federal representative employed with Environment Canada and a provincial representative employed with Manitoba Water Stewardship.

- b) **Members of the Steering Committee will be appointed by the senior representatives of this MOU for Canada and Manitoba and may consist of membership from provincial and federal departments responsible for the management of water, natural resources, environment, aboriginal affairs, health, agriculture and government affairs, or others.**
- c) **Additional members of the Steering Committee may be appointed by joint agreement of the senior representatives of the Parties.**

3) Secretariat:

The Parties will share, on an equal basis, the Secretariat support required for the MOU Steering Committee, with no exchange of financial resources.

