

Memorandum of Understanding

BETWEEN:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA (UNBC)

AND:

THE LAKE BABINE FIRST NATION (LBN)

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to describe and build a foundation for how the Lake Babine First Nation and the University of Northern British Columbia (UNBC) can work together for a cooperative, long-lasting, and mutually beneficial relationship.

BACKGROUND

- A. LBN and UNBC 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.
- B. 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.
- C. This MOU replaces the Protocol Agreement signed January 27, 2010

AGREED PRINCIPLES

1 Principles of cooperation.

1.1 LBN and UNBC:

- (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) recognise 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.

2 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 of 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