

## **CANADA-MANITOBA MEMORANDUM OF UNDERSTANDING ON A NATURE AGREEMENT**

This Memorandum of Understanding (“MOU”) is entered between His Majesty the King in Right of Canada (as represented by the Minister of the Environment (“Environment and Climate Change Canada” or “ECCC”) and the Government of Manitoba (hereinafter “Manitoba”) (collectively hereinafter “the Parties”), and shall become effective on the date it is signed by the last Party.

**WHEREAS**, the Parties acknowledge Indigenous peoples as stewards of the lands and waters and intend to work collaboratively with Indigenous peoples to support Indigenous-led conservation and stewardship initiatives in the Province of Manitoba;

**WHEREAS**, the Parties believe that protecting nature for present and future generations requires cooperation, coordination, predictable and sustainable resourcing, and shared responsibility by all governments, Indigenous organizations, Indigenous governments, non-governmental and non-Indigenous organizations, the private sector, and all provincial citizens;

**WHEREAS**, the Parties recognize that a Nature Agreement can significantly contribute to protecting nature by including strong commitments in areas of both shared and distinct responsibilities related to area- and species-based conservation, and to provide additional solutions and opportunities in achieving shared conservation goals;

**WHEREAS**, Canada has committed to protecting 30% of Canada’s land and waters by 2030, working to recover species at risk, restoring degraded lands and ecosystems, integrating nature and climate action, and engaging, partnering, and working with Indigenous peoples, governments, and organizations, under the *2030 Nature Strategy*, which Canada released in June 2024, to set out how Canada will implement the nature protection goals under the Kunming-Montreal Global Biodiversity Framework;

**WHEREAS**, Manitoba is committed to protecting 30% of the province’s diverse lands and waters by 2030 working in partnership with First Nations, Métis and Inuit in Manitoba;

**WHEREAS**, in keeping with the principles of the United Nations Declaration on the Rights of Indigenous Peoples and the need to consult and cooperate in good faith with Indigenous peoples with the aim of securing their free, prior and informed consent, the parties will consult and cooperate with First Nations; Métis, and Inuit;

**WHEREAS**, the parties recognize the importance of a distinction-based approach to working with First Nations, Métis, and Inuit that acknowledges the specific rights, interests, priorities and concerns of each, while respecting and acknowledging these distinct Peoples with unique cultures, histories, rights, laws, and governments;

**THEREFORE**, this MOU sets out the Parties’ mutual understanding regarding shared priorities on nature conservation, and commits the parties to working with First Nation, and Métis and Inuit in the development of a Nature Agreement, under the following framework:

1. The Parties will work with Indigenous peoples in Manitoba seek to establish a cooperative and collaborative Nature Agreement for advancing nature conservation, to support tangible, measurable, or demonstrable improvements on the following shared priorities:
  - a. Recognizing, elevating, and supporting Indigenous leadership in conservation, stewardship and care of nature, Indigenous Knowledge integration, and capacity building;
  - b. Continuing collaborative efforts in support of a shared commitment to Protected and Conserved Areas, including work towards achieving Canada and Manitoba's targets of 30 % by 2030;
  - c. Advancing the conservation and recovery of species at risk and the protection and restoration of their habitats;
  - d. Maximizing conservation and protection outcomes to benefit biodiversity broadly, including migratory birds, ecosystems and culturally significant species; and
  - e. Identifying existing projects and initiatives by all partners that contribute to shared priorities;
  - f. Sharing data that are relevant to the coordination and improved implementation of conservation and land-use planning efforts in a manner that is publicly accessible and open while respecting data sensitivities.
  
2. The Parties will work with Indigenous peoples in Manitoba towards a Nature Agreement that will include clear goals, objectives, measurable and timebound milestones, and results to establish performance expectations, monitor progress and develop and maintain public trust, ensuring actions align with respective mandates, including land-use, development assessment, and related environmental management decision-making.
  
3. A governance committee will be established to convene representatives of Indigenous governments and organizations that wish to participate in the development of this Nature Agreement with representatives of the Government of Canada and Government of Manitoba. Representatives would meet on a regular basis to continue discussions on shared areas of interest in relation to a Nature Agreement.
  
4. The Parties will work collaboratively to address issues as they arise to achieve the objectives of this MOU.
  
5. The Parties agree that nothing in this MOU commits the Parliament of Canada or Manitoba's Legislature to enact or refrain from enacting legislation, or their respective Governors in Council to proclaim or repeal regulations.
  
6. The Parties agree to seek opportunities to fund and resource the implementation of a Nature Agreement, including to explore the establishment of a dedicated fund, subject to their own appropriations, priorities, programming and budgetary availability.

## EARLY ACTIONS

- 7.** Subject to Parliamentary appropriations and budgetary availability, ECCC will seek to provide funding to support early actions of this MOU, up to \$150,000 in 2024/25 and up to \$2 million in 2025/26, to contribute to the following:
  - a. Capacity for Indigenous partners to support their participation in the development of a Nature Agreement; and,
  - b. Early conservation actions in Manitoba that support shared priorities including those related to protected and conserved areas, species at risk and migratory birds.
  
- 8.** Manitoba commits to continue to report annually on all areas that meet the pan-Canadian definition of Protected Areas or Other Effective area-based Conservation Measures (OECMs) in accordance with the collaboratively established pan-Canadian definitions for each, into the Canadian Protected and Conserved Areas Database (CPCAD).
  
- 9.** The Parties commit to work together to identify, and, where appropriate, collaborate to advance opportunities for protected and conserved areas that will result in increases in reporting areas into CPCAD during the implementation of this MOU, including on screening, engagement, and regulatory processes, and otherwise advancing efforts to protect and conserve areas anticipated to be reported as set out in section 7 of this MOU.
  
- 10.** The Parties reconfirm their commitment to work with the Seal River Watershed Alliance to assess the feasibility of establishing a protected area, including a possible national park reserve and Indigenous protected and conserved area in the Seal River watershed.
  
- 11.** The Parties confirm their commitment to Pimachiowin Aki, UNESCO World Heritage site, recognizing its outstanding natural and cultural heritage and the integral role of Anishinaabe First Nations in establishing Canada's first mixed World Heritage property.
  
- 12.** The Parties agree to continue to collaborate, including with Indigenous partners, to consider, initiate and advance processes towards the establishment of protected areas in Manitoba including Indigenous protected and conserved areas, national park reserves and/or other federal tools, and/or provincial protected areas that meet the pan-Canadian definition of either a protected area or OECM.
  
- 13.** The Parties agree to continue cooperative work to address the threats and support actions for species at risk, such as those identified in assessments by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC) and described in federal SARA recovery documents for species at risk found in Manitoba, including, but not limited to, enhanced population monitoring and provincial policy and regulatory development.

## GOVERNANCE AND ROLES

14. Canada's representation in this MOU is led by the Canadian Wildlife Service of Environment and Climate Change Canada (ECCC), in collaboration with the Parks Canada Agency (PCA), and Manitoba's whole of government approach is led by the Parks and Trails Division of Manitoba Environment and Climate Change.
15. For the purposes of this MOU, the Representatives from each jurisdiction are:
  - a. Canada: The Assistant Deputy Minister of the Canadian Wildlife Service, ECCC, or the appointed delegate.
  - b. Manitoba: The Assistant Deputy Minister of Parks and Trails Division, Environment and Climate Change, or the appointed delegate; and the Assistant Deputy Minister of the Natural Resource Stewardship Division of Natural Resources and Indigenous Futures, or the appointed delegate.
16. The Representatives may identify primary and alternate contacts with respect to the implementation of this MOU.
17. Authority for the roles set out in this memorandum stem from the following authorities and guiding documents:
  - a. section 4 of the *Department of the Environment Act*, R.S.C., 1985, C.E-10, sets out the powers, duties and functions of the federal Minister of the Environment, including related to the preservation and enhancement of the environment, and renewable resources;
  - b. section 10 of the *Species at Risk Act* (SARA) provides the competent minister with the authority to enter into administrative agreements with any other government of Canada;
  - c. The *Endangered Species and Ecosystems Act*, C.C.S.M. c.E111 1990, ensures the protection and enhanced survival of endangered and threatened species and species of special concern in Manitoba, enables the reintroduction of extirpated species into the province, and conserves and protects endangered and threatened ecosystems in the province and promotes the recovery of those ecosystems;
  - d. The *Provincial Parks Act* C.C.S.M. c. P20 1993, establishes provincial parks as special places that play an important role in the protection of natural lands including to conserve ecosystems and maintain biodiversity;

## DISPUTE RESOLUTION

18. If a dispute arises out of, or in connection with this MOU, including any question regarding its existence, interpretation, validity or termination, the Parties will attempt to resolve the dispute as follows:
  - a. The primary and alternate contacts identified as per section 15 will attempt to resolve the dispute through discussions; and,
  - b. If these discussions do not resolve the dispute, the primary and or alternate contacts will refer the dispute to the Representative of each Party.

## DURATION, AMENDMENT AND TERMINATION

19. This MOU shall be effective on the date of signature by the Parties and will expire upon the signing of a final Nature Agreement, which the Parties will aim to achieve prior to March 31, 2026. If a Nature Agreement is not reached by March 31, 2026, the MOU will expire on that date, unless it is extended by mutual agreement of the Parties.
20. The Parties may amend this MOU with the written mutual consent of each Party prior to the expiry of this Agreement.
21. Either Party may terminate this MOU by giving 90 days written notice of termination to the other Party.

## INTERPRETATION

22. This MOU does not create an instrument to transfer funds. The Parties agree that a contribution agreement is required to transfer funds.
23. Neither Party relinquishes any jurisdiction, right, power, privilege, prerogative, or immunity by virtue of this MOU.
24. The Parties agree that this MOU is without prejudice to the position of either Party regarding legislative jurisdiction over the matters addressed in this MOU.
25. This MOU, including any Annexes incorporated into this MOU, does not obligate either Party to enact any statute or other law, nor does it obligate any statutory decision maker to issue or refuse to issue any license, permit or other authorization. This MOU is not intended to fetter the authority of the Parliament of Canada, the Legislative Assembly of Manitoba, or any statutory decision maker.
26. This MOU does not and is not intended to create legally binding obligations between Canada and Manitoba. Nothing in this MOU is to be construed as creating any legal, financial, or contractual relations between the Parties enforceable by a court of competent jurisdiction.
27. In accordance with ss. 10(2) of the *Official Languages Act*, this MOU is prepared in both English and French and each version is equally valid.

Signed, in English and French, each version being equally valid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

HIS MAJESTY THE KING IN THE RIGHT OF CANADA,  
as represented by the Minister of the Environment  
The Honourable Steven Guilbeault

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

On behalf of the Government of Manitoba,  
as represented by the Minister of Environment and Climate Change,  
The Honourable Mike Moyes