

A large, vertical waterfall cascades down a dark, rocky cliff face, creating a misty spray at the bottom. The water is white and frothy, contrasting with the dark, mossy rocks.

Canadian Columbia River Forum Memorandum Of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into by and among the following initial participants:

PARTICIPANTS:

Participants are defined as: Federal, Provincial, Municipal and Aboriginal governments and agencies who have policy-level involvement in water and watershed management within the Columbia Basin.

BC Hydro
BC Ministry of Environment
BC Ministry of Energy, Mines & Petroleum Resources
Canadian Columbia River Inter-tribal Fisheries Commission
Foreign Affairs and International Trade Canada
Columbia Basin Trust
Environment Canada
Ktunaxa Nation Council
Natural Resources Canada
Okanagan Nation Alliance
Shuswap Nation Tribal Council
Regional District of East Kootenay
Regional District of Kootenay Boundary
Regional District of Central Kootenays
Columbia Shuswap Regional District
Regional District of Fraser Fort George

Collectively, all signatories to this MOU will be referred to as the participants.

WHEREAS:

- Given the economic, environmental, cultural and social importance of the Columbia River Basin to Canadians, the participants share the view that increased collaboration can result in better decisions related to water management.
- There are issues in the Canadian Columbia Basin that would benefit from collective cooperative attention.

And WHEREAS:

- The participants wish to promote basin education, foster information sharing, and maintain and enhance the existing network of contacts and collaboration among the participants.
- The participants wish to adopt a multi-stakeholder approach, which will enable all participants to enhance the coordination of their initiatives in the Canadian Columbia River Basin.
- Benefits of discussions with the US include information sharing, building of a better understanding of Canadian and US issues, and will aid individual CCRF participants in their future bi-lateral work.
- The participants wish to optimize options for future generations.

THEREFORE, the participants hereby enter into this Memorandum of Understanding (hereinafter referred to as the “MOU”) which establishes the Canadian Columbia River Forum.

1.0 PURPOSE/OBJECTIVES/PRINCIPLES

1.1 Purpose

- a) The purpose of this MOU is to provide an information sharing forum in which the participants can collaborate on initiatives and processes that affect the Canadian portion of the Columbia River Basin (the “Basin”).
- b) The participants recognize that sharing and collaboration, as contemplated herein, is subject to meeting any requirements imposed by law or policy on the participants, including, without limitation, with respect to the release of information.

1.2 Objectives

Collaboration in the Basin will serve the following objectives:

- Enhance the working relationship among the participants;
- Seek common awareness of the issues;
- Share perspectives and values for dealing with transboundary issues;
- Develop mechanisms to help the participants stay abreast of, and active in relevant ongoing and emerging transboundary issues;
- Provide a forum and process for promoting Basin education, access to information and public participation that engages the public in an ongoing dialogue of the critical issues that affect the Columbia Basin.

Collaboration will enhance the ability of each party to make well-planned, thoughtful and informed decisions that optimize the economic, environmental, cultural and social outcome for Canadians.

1.3 Principles

The following principles will guide the actions of the participants under this MOU:

- a) Work within individual mandates and respect the mandates of other participants.
- b) Encourage additional participants to join this collaboration as appropriate.
- c) Respect for the diversity of circumstances and values.
- d) Encourage broad, informed public and stakeholder participation.
- e) Reach consensus wherever possible.

2.0 GEOGRAPHIC SCOPE

The participants will strive to collaborate on a watershed level working across political and jurisdictional boundaries within Canada whenever possible. The participants will also look for and develop opportunities to exchange information and collaborate with US stake-holders in the Columbia Basin watershed.

3.0 RESPONSIBILITIES

The participants will attempt to fulfill the following responsibilities in their respective roles within this MOU.

- a) Develop implement, update and report on a multi year workplan;
- b) Be responsible for covering their own costs associated with participation;
- c) Meet quarterly to address MOU objectives and implement the workplan. Propose agenda items in anticipation of quarterly meetings and, whenever reasonably possible, share information relating to agenda items in advance of quarterly meetings.
- d) Secure the resources required to pursue the objectives of this MOU. The participants recognize that government participation is subject to the allocation of funds by the respective government for the purposes of this MOU and to obtaining any other required government approvals.

4.0 WITHDRAWAL

Any signatory may withdraw from this MOU upon providing a written notice to the participants of its decision and reasons for withdrawal.

5.0 ADDITIONS

The CCRF will consider from time to time the need and potential mechanisms for expanded participation.

6.0 EXCLUSIONS

- 6.1 This MOU does not define or limit the asserted aboriginal rights, title and interests of the First Nations participants.
- 6.2 The participants recognize that many of them have statutory and other responsibilities, and that this MOU does not, and is not intended to abrogate, not to fetter the exercise of, any of these statutory and other responsibilities.
- 6.3 The participants agree that none of them require consensus of, or review by, the other participants to take any action or implement any policy or procedure within their individual authority.
- 6.4 The participants are not obliged to participate in all of the initiatives and processes undertaken under this MOU.
- 6.5 This MOU is not meant to create legally binding contractual relations and places no legal obligations on the participants.

7.0 TERM

- 7.1 This MOU comes into effect on February 14, 2007 and will remain in effect until otherwise terminated in accordance with section 7.4.
- 7.2 The participants may include the periodic review and revision of the provisions of this MOU in any multi year workplan developed pursuant to section 3.0(a).
- 7.3 This MOU may be amended by the written agreement of all participants. The agreement of any participant who has previously withdrawn from this MOU pursuant to section 4.0 is not required.
- 7.4 This MOU may be terminated by written agreement of all participants. The agreement of any participant who has previously withdrawn from this MOU pursuant to section 4.0 is not required.

This agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document, and notwithstanding the date of execution, shall be deemed to bear the date set forth below.