

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DENE NATION

AND

TREATY 8 FIRST NATIONS OF ALBERTA

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) sets the terms and shared understanding between the Dene Nation and Treaty 8 First Nations of Alberta (collectively the “Parties”) to protect, preserve, and manage water by fulfilling their collective commitment to protect, honor, and revitalize water as a living, spiritual relative with rights to health, in accordance with the Parties’ ancestral Indigenous law and inherent rights and jurisdiction.

Background

The Dene Nation represents Treaty 8 communities in Denendeh from the Dene Tha’, Salt River, Athabasca Chipewyan, and Lutsel k’e, down to Great Slave Lake. Treaty 8 includes communities in the province of Alberta and Northwest Territories. Dene Nation also represents Treaty 11 First Nations farther downstream to the north. Grand Chief Trevor Mercredi and Dene National Chief George Mackenzie have agreed that it is important to develop, promote, and share resources to ensure that issues of common concern related to the protection, preservation, and management of water are supported by each entity through the development of an MOU.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the Dene Nation and Treaty 8 First Nations of Alberta. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall remain active until mutually terminated by both Parties.

Purpose

This Memorandum of Understanding (the “MOU”) is made between the Parties based on shared interests and goals and a desire to maintain an ongoing reciprocal and respectful collaborative relationship, guided by the parties’ collective commitment to protect, honor, and revitalize water as a living, spiritual relative. This MOU sets forth the principles and guidelines for cooperation, collaboration, advocacy, and implementation pertaining to issues of common concern and shared obligations of care regarding water, while respecting the jurisdiction, autonomy, and rights of impacted First Nations, including the constituent First Nations which the Parties represent.

As signatories of this MOU, and in recognizing water as kin and associated ancestral responsibilities to care for water as such, the Parties reaffirm the Inherent and Treaty rights and jurisdiction of Indigenous peoples, in asserting their jurisdiction to fulfill ancestral law to care for, protect, steward, and govern water.

In particular, the Parties acknowledge the critical importance of Treaties 8 and 11, which affirm the right and jurisdiction of Indigenous peoples to hunt, fish, trap, gather and harvest in their traditional territories, and to exercise their Indigenous laws and rights to self-determination and self-governance, and that these rights extend to water resources and include the stewardship of water under Indigenous law.

Recognizing the significance of water as holding rights, possessing inherent value, and functioning as a fundamental resource for all life, and a sacred relative, the Parties commit to work together towards the common goal of preserving, protecting and sustainably managing water for future generations, in a manner respectful of water's rights and inherent spirit.

The Parties will work towards having their knowledge, experience and traditional ecological knowledge and ancestral law practiced and relied upon in the development of legislation, regulations, policies, and programs on water and related matters.

WHEREAS the Parties acknowledge the importance of the protection and stewardship of water as kin and as a sacred resource that supports all life; and

WHEREAS the Parties recognize the importance of engagement with Indigenous governments in protecting, stewarding, and preserving water; and

WHEREAS the Parties recognize the importance of making informed decisions regarding water to support sustainable development while preserving water's life force and continued health and upholding water's rights; and

WHEREAS the Parties recognize the importance of working together, sharing knowledge and expertise, to achieve mutual goals; and

WHEREAS the Parties derive their authority from the Creator and the citizens of their respective Nations and/or Tribes, and in exercising their inherent authority and Treaty rights, they are beneficiaries of all relevant aspects of Indigenous, Canadian, and international law, including, but not limited to, Section 35 of the *Constitution Act, 1982*, the *United Nations Declaration on the Rights of Indigenous Peoples Act*, the Charter of the United Nations and all 46 Articles of the United Nations Declaration on the Rights of Indigenous Peoples ("UNDRIP"); the original spirit and intent of the founding Treaties of Canada in accordance with Indigenous law; and the Seven Sacred Laws, the Original Instructions, and the teachings passed down through oral tradition to the rights-holders whose rights are impacted by this MOU; and

WHEREAS Articles 5, 19, 25, and 32 of the UNDRIP state the following;

Article 5

Indigenous peoples have the right to maintain and strengthen their distinct political, legal, economic, social, and cultural institutions, while retaining their right to participate fully, if they so choose, in the political, economic, social, and cultural life of the State.

Article 19

States shall consult and cooperate in good faith with the Indigenous peoples concerned through their own representative institutions in order to obtain their free, prior, and informed consent before adopting and implementing legislative or administrative measures that may affect them.

Article 25

Indigenous peoples have the right to maintain and strengthen their distinctive spiritual relationship with their traditionally owned or otherwise occupied and used lands, territories, waters and coastal seas and other resources and to uphold their responsibilities to future generations in this regard.

Article 32

1. Indigenous peoples have the right to determine and develop priorities and strategies for the development or use of their lands or territories and other resources.
2. States shall consult and cooperate in good faith with the Indigenous peoples concerned through their own representative institutions in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water, or other resources.
3. States shall provide effective mechanisms for just and fair redress for any such activities, and appropriate measures shall be taken to mitigate adverse environmental, economic, social, cultural, or spiritual impact.

THEREFORE, IT IS UNDERSTOOD

1. Protection and stewardship of water: The Parties agree to work together to protect and steward water by adopting best practices and sharing knowledge and expertise and exercising their rights and jurisdiction to govern the use of and relationship to water on their ancestral territories.

The Parties will work towards having their knowledge, laws, and jurisdiction recognized and respectfully relied upon by the governments of Canada, Alberta, and the Northwest Territories in developing legislation, regulations, policy, and programs on all water matters, in compliance with Dene Nation and Treaty 8 Nations of Alberta's laws and policies on water protection and stewardship, Indigenous Inherent and Treaty rights, and the obligations of settler governments established in Canadian and international law, notably UNDRIP.

2. Engagement with Indigenous Communities: The Parties agree to engage meaningfully with impacted Indigenous rights-holders and governments to ensure their rights, interests and values are respected and to promote their participation in decision-making regarding water resource management.

3. Partnership: The Parties agree to work together in a true partnership, based on mutual respect, honesty, reciprocity, and transparency.

4. Capacity Building: The Parties will work towards capacity building for Indigenous communities in impacted areas related to water management and stewardship.

5. Communication: The Parties agree to maintain open communication and continue to meet to review progress, identify additional areas of cooperation, and to further develop strategies to protect and manage water resources in impacted areas.

6. Respect and inclusion of Traditional/Indigenous Knowledge: The Parties agree, respect, and include traditional and modern Indigenous knowledge to better understand the impacts on their lands and waters, and to guide any future studies.

7. Seeking Commitments from the governments of Canada, Alberta, Northwest Territories, and other respective governments, that enhance the protection and stewardship of water as kin, including but not limited to:

A) New supports for Indigenous-led monitoring efforts on lands and waters; and

B) Accountability from the Government of Alberta and tar sands industries on the management, notification and monitoring of tailings ponds and any spills or leaks; and

C) Commitments to fund an independent study by structural engineers to evaluate the integrity of all tar sand tailings ponds; and

D) An overhaul of the Mine Financial Security Program to ensure that industry pays for the full and extensive reclamation and remediation of tar sands tailings ponds; and

E) Commitments from Canada and respective provincial and territorial governments to engage with Indigenous Sovereign Nation governments as full partners on regulatory development and reform efforts for tailings management; and

F) Commitments from Canada, NWT, and Alberta for a full independent investigation of the downstream impacts of tar sands pollution on water and air quality, aquatic ecosystems, and human health, including consideration of both Traditional/Indigenous Knowledge and Western Science; and

G) To initiate a complete and comprehensive independent investigation into the Exxon Imperial Oil Ltd. Kearl mine site to determine the full extent and implications of the tailings ponds spills and leaks; and

H) The leadership and participation of Indigenous parties on future research and monitoring for all aspects of the ecosystem, as well as climate change and cumulative impacts, including impacts on water and related plant, fish and wildlife and human health; and

I) The development of a database for sharing observations among the Dene Nations, Treaty 8 First Nations of Alberta, Inuvialuit, and the Métis on climate change and cumulative impacts throughout the Mackenzie River Basin; and

J) Improved funding support to develop the database and new Indigenous-led studies on climate change and cumulative impacts throughout the Mackenzie River Basin; and

K) Initiating discussions with the current signatories of the Master Agreement to address the need to update, modernize, and amend the Mackenzie River Basin Transboundary Waters Master Agreement. This update should include the recognition of Treaty peoples as full parties with decision-making powers and privileges, in alignment with Treaty principles and inherent Indigenous rights and jurisdiction; and

L) Additional, multi-year funding for Indigenous communities in Alberta and the Northwest Territories to better support the Northern Contaminants Program and support Indigenous-led contaminants monitoring; and

M) The use of Northern Contaminants Program microplastics research funds to support Indigenous-led studies in northern Alberta and Northwest Territories on water and microplastics contamination; and

N) The expansion of the Northern Contaminants Program mandate to consider contaminants from domestic Canadian or Albertan sources, like tar sands effluent, municipal sewage pollution, toxic algal blooms, microbiological pollution, agricultural run-off/ground water pollution, herbicide spraying, abandoned mines, pulp mills and hydroelectric projects, which also contribute to cross-boundary pollution; and

O) The establishment of partnerships with independent laboratories for the dependable and independent assessment of samples collected for contaminants testing, and the consistent requirement that the results must be fully reported to impacted Indigenous communities; and

P) The development of a database for sharing observations among the Dene Nation, Treaty 8 First Nations of Alberta, Inuvialuit, and the Métis on Drought (decreased water quality, increased illness, and adverse mental health outcomes) and its impacts throughout the Mackenzie River Basin; and

Q) The proposed development of Nuclear Reactors along the Peace River requires comprehensive scientific evaluation. This assessment must include a thorough examination of potential impacts on water quality, local ecosystems, and wildlife across both Alberta and the Northwest Territories. In addition, the cumulative effects on the environment and the potential health risks to nearby communities must be carefully analyzed to ensure the long-term sustainability of both human and environmental health. The funding for these assessments should be provided jointly by the Governments of Alberta and Canada, as well as the proponent companies involved; and

R) Robust funding to establish a comprehensive database and launch Indigenous-led research on the impacts of proposed lithium projects in Alberta (Lithium in northwestern Alberta is found in deep-formation waters, often associated with oil and gas reservoirs) with a focus on assessing their cumulative effects across the entire region;

S) Commit to an independent, comprehensive investigation into the downstream impacts of Mercer Peace River Pulp Ltd. mill pollution on water, aquatic ecosystems, and human health, integrating both Indigenous Knowledge and Western Science to ensure a holistic, transparent, and inclusive approach; and

T) To initiate a complete and comprehensive independent investigation into the Mercer Peace River Pulp Ltd site to determine the full extent and implications of the wastewater spill into the Peace River; and

U) Increased funding to support the development of a comprehensive database and the creation of new Indigenous-led studies on the impacts of hydroelectric dams along the Peace River, as well as the cumulative effects tied to the hydroelectric dams; and

V) Additional resources will be allocated and paid for by the respective governments to study interjurisdictional, human rights to water, and the rights of water itself, focusing on the water-related challenges that Indigenous/Treaty peoples face in provinces and territories, and how natural law and collaborative governance can help remedy these issues. Both Parties will conduct research and a legal review, utilizing Canadian and international legislation, with the goal of developing Indigenous water law.

W) The hosting of Water Summit at a date and location yet to be determined in Northern Alberta or NWT and to include all Indigenous governments that share waters with the NWT, and to be funded by the Governments (and Industries) of Northwest Territories, Alberta, and Canada; and

X) The United Nations Special Rapporteur on the human rights to water and sanitation will visit the Northwest Territories on a date and at a location to be determined. This visit will include participation from all Indigenous governments and communities in the Mackenzie River Basin. The aim is to address key issues related to the human right to safe drinking water and sanitation, including environmental concerns, the use of surface and groundwater resources, and water pollution, with particular focus on toxic contamination. As a follow-up, the participating Parties and their respective delegations will/may attend the United Nations Permanent Forum on Indigenous Issues in 2026. During this forum, they will present to the United Nations about the ongoing struggles of the Treaty 8 and Treaty 11 peoples of Canada regarding water and sanitation challenges—issues they have been advocating for since the joining of the provinces and territories into Canada.

Y) Abolish or Reform Transboundary Water Agreements and uphold Treaty obligations, work with Dene Nation, Inuvialuit, Metis, and Treaty 8 Nations and include Master Agreement involving the provinces and territories, and sub-agreements with individual provinces; and

Z) The establishment of an Indigenous-led monitoring, stewardship, and guardianship program for the Mackenzie River Basin, including comprehensive funding, boat equipment, safety measures, and Watershed Planning and Advisory Councils. This initiative will span from Treaty 8 (Lesser Slave Lake, Alberta) to Great Slave Lake in Treaty 11 territory. It will be fully funded by provincial, territorial, and federal governments, as well as by industries that pollute the Mackenzie River Basin. The program will report directly to Indigenous governments and communities, providing critical findings and holding governments and industries accountable for their impacts to water and its life force and rights.

Z.(a)) Pause proposed changes to Alberta's *Water Act* (which would enable the merging the legal definitions for several river basins in Alberta and would thus enable inter-basin water transfers) pending a robust, fully funded, and meaningful engagement with Indigenous communities, and the Free Prior and Informed Consent of Indigenous communities.

This MOU is non-binding and does not create any legally binding obligations on either Party. It is a statement of the Parties' intention to work together in a cooperative and collaborative manner. The Parties agree to review this MOU annually to ensure its continued relevance and effectiveness.

Dene Nation
Partner representative:
George Mackenzie
Position:
Dene National Chief
Address:
P.O Box 2338 Yellowknife,
NT X1A 2P7
Telephone: (867) 874-4441
E-mail: gmackenzie@afn.ca

Treaty 8 Alberta
Partner representative:
Trevor Mercredi
Position:
Treaty 8 Grand Chief
Address:
PO Box 25579 RPO West Drive Thru
Edmonton, AB T5T 7E7
(780) 444-9366
E-mail : trevor.mercredi@treaty8.org

Partner signature:
Date:
Partner name
Partner organization
Position

Partner signature:
Date:
Partner name
Partner organization
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