

## MEMORANDUM OF UNDERSTANDING

### COLLABORATION ON THE ADVANCEMENT OF ECONOMIC CORRIDORS

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THIS MEMORANDUM OF UNDERSTANDING is effective as of April 11, 2023.

AMONG the Participants as set forth in Appendix 1.

#### **PREAMBLE:**

Whereas:

The Participants are committed to the collective in the identification, planning, development, and evaluation of Economic Corridors that support the ongoing and emerging transportation needs of residents and industry in the jurisdictions of the Participants;

The Participants rely on efficient and resilient trade infrastructure, as well as the services that operate within this trade-enabling infrastructure, which ensures the Participants can maintain their commitments and reputations as effective suppliers of goods and services in the domestic and international marketplace;

Through collaboration and a coordinated approach to advancing economic growth through transportation, the Participants can build more effective working relationships with the private sector, Indigenous partners, and other orders of government to support the advancement of these Economic Corridors; and

The Participants are committed to pursuing ways in which to optimize the identification, planning and advancement of regional Economic Corridors, within the various legislative frameworks that exist among the Participants and any other applicable legislative frameworks.

#### **I. BACKGROUND:**

The Participants have an interest in enhancing and accessing Economic Corridors that facilitate the movement of goods within their jurisdictions and to other jurisdictions, including markets located in other countries. Such goods may include grains and other agriproducts, energy products, petrochemicals, minerals and other natural resources, manufactured goods, and others.

At the same time, Economic Corridors are also a means to move goods from other markets to and through the Participants' respective jurisdictions, which may include imported goods that serve as inputs into production.

The Participants' abilities to contribute fully to the Canadian economy is reliant on interconnected national transportation infrastructure including, but not limited to, highways, railways, marine and inland ports, airports, pipelines, and utility transmission infrastructure. The ability to access markets, including international markets, plays a critical role in maximizing the value of goods produced by the Participants, diversifying industry markets, and securing financial investment in relevant trade infrastructure projects. The ability to access markets is often dependent on having the ability to access infrastructure at tidewater, and supporting infrastructure and services that facilitate this access.

As such, the Participants agree to collaborate in enhancement and the sustainability of Economic Corridors.

#### **II. PURPOSE:**

The Participants wish to establish a more collaborative relationship whereby the Participants will work together to promote an integrated and coordinated regional approach to the advancement of

Economic Corridors within their respective jurisdictions, and between their respective jurisdictions and other jurisdictions, including jurisdictions that may not be participants of this MOU.

For the purposes of this MOU, “Economic Corridors” means trade corridors that connect two or more centres of economic activity and provide vital transportation links to services and markets in and out of the Participants’ jurisdictions, supporting economic vitality in a manner fully respectful to environmental, social and Indigenous reconciliation values and objectives. Economic Corridors can involve a broad range of infrastructure, related supply chain services, and commodities including transportation, energy, power, natural resources, agriculture, telecommunications and other utilities or infrastructure. They can connect two or more centres of economic activity (population centres, industry hubs, centres of production, inland ports, and modal transshipment points) through infrastructure, logistics, technology, and policy.

The Participants also wish to establish a more collaborative relationship in identifying solutions to supply chain impediments that may exist within or be mitigated by Economic Corridors.

### III. OBJECTIVES:

The objective of this MOU is to continue enhanced collaboration in the identification, planning, development, and evaluation of Economic Corridors, in accordance with the overall goals and priorities of the Participants, including but not limited to:

- a. Identifying specific Economic Corridors that the Participants can mutually work to advance or sustain, and subsequent joint planning or enhancements among the Participants;
- b. Attracting private sector investment and/or Indigenous partnership in developing Economic Corridors, including potential joint letters of support in the interests of advancing projects, such as for third-party financing;
- c. Advancing Economic Corridors in a manner consistent with the spirit and principles of Indigenous reconciliation, and that advance Indigenous economic opportunity;
- d. Working collaboratively toward the improvement of the collective economic efficiency of the inter-provincial highway networks and ancillary regulatory frameworks governing interprovincial commercial freight traffic within the responsibility of the Participants;
- e. Common activities on matters relating to port governance and the efficiency of Canadian Port Authorities, the efficiency of air passenger and air cargo transportation services and the availability these services, and the adequacy of freight rail services, all of which are of economic criticality to the Participants;
- f. Collectively advancing issues through Western Ministers and intergovernmental forums such as the Council of Ministers Responsible for Transportation and Highway Safety, including building consensus with other provinces and territories that are not signatories to this MOU to advance western and regional issues at these forums;
- g. Jointly advocating to the federal government and other transportation entities on matters of mutual interest to the Participants;
- h. Working cooperatively toward reducing red tape and aligning regulatory processes, where appropriate; and
- i. Undertaking other activities in relation to the advancement of Economic Corridors, should there be agreement among the Participants to do so.

#### **IV. EXCHANGE OF INFORMATION AND CONFIDENTIALITY:**

The Participants will keep each other informed of progress and results in areas of common interest. Participants recognize and acknowledge that by the nature of their respective operations, they will be involved with not only each other, but also with third parties directly or indirectly, and that as a result of such involvement, confidential information may be generated or obtained from such third parties. Nothing in this MOU will be construed as requiring the Participants to disclose to one another any confidential information generated or obtained. Participants will each have the right to place any reasonable restrictions and limitations upon the communications and cooperation contemplated by this MOU.

The Participants acknowledge this MOU, and information exchanged among the Participants based on it, may be subject to disclosure in accordance with access and privacy provisions of applicable freedom on information and protection of privacy legislation. The Participants will endeavor to obtain written consent from the other parties prior to disclosing information exchanged pursuant to this MOU, unless the information is required to be disclosed by law.

#### **V. EFFECT OF THE MEMORANDUM OF UNDERSTANDING:**

This MOU is a platform for the definite expression of and record of the purpose and intention of the Participants, to which each honourably pledge itself. Nothing in the MOU shall be construed so as to affect the jurisdictional responsibility of each Participant. This MOU does not create any legally binding obligations and there is no legal obligation by the Participants to provide funds, goods or services for a particular project, or otherwise, within the areas of cooperation unless otherwise agreed by the Participants.

#### **VI. AMENDING THE MEMORANDUM OF UNDERSTANDING:**

While the objectives expressed in the MOU may be best met by each of the Participants developing separate processes and procedures, the Participants may agree to amend this MOU or enter into another MOU to further the objectives set out herein. This MOU may be amended through written consent signed by all Participants.

Should the Participants consent to including other Participants within this MOU, appendices may be added to the MOU containing the signatures of any future new Participant or Participants.

#### **VII. WITHDRAWAL:**

Any of the Participants may withdraw its participation under this MOU with thirty (30) days' written notice to the other Participants as set forth in Appendix 1.

#### **VIII. TERM:**

This MOU will commence on the Effective Date and shall, unless subject to early withdrawal by any of the Participants, expire five years from Execution Date with an option to renew for an additional five years.

#### **IX. NOTICES:**

Any communication required under this MOU will be made in writing and sent to the other Participants as set forth in Appendix 1.

