

MEMORANDUM OF AGREEMENT

Between

TR'ONDĚK HWĚCH'IN ("TH")

and

YUKON UNIVERSITY ("YU")

1. Preamble

This Agreement is made in recognition of:

- A. The inherent, Final Agreement and Self-Government Agreement rights of the Tr'ondëk Hwëch'in, which establish TH as stewards of their Traditional Territory and carriers of Dënezhu ways of knowing, doing and being;
- B. Section 17.7–17.10 of the Tr'ondëk Hwëch'in Self-Government Agreement affirming TH's right to negotiate the division and sharing of responsibility for education programs delivered within its Traditional Territory;
- C. The Yukon University Act, which requires YU to honour and support reconciliation with Yukon First Nations, respect their jurisdiction, and include their knowledge and priorities in education, research, governance and administration;
- D. The Accountability Framework established pursuant to section 55 of the Yukon University Act and YU's Reconciliation Framework Breaking the Dawn: Reimagining reconciliation through re-education;
- E. The autonomous governance structure of YU expressed in particular through its Senate for academic matters and Board of Governors for business decisions; and
- F. The shared intention of TH and YU to create a lasting framework for collaboration that advances strategic priorities for adult education in TH Traditional Territory.

2. Purpose

The purpose of this Agreement is to establish a framework for collaboration and shared decision-making between TH and YU around post-secondary education at Tr'odëk Hätr'unohtän Zho under s. 17.7 of the TH Self-Government Agreement. This includes:

- 2.1. Establishing a joint YU and TH steering committee (the "Steering Committee") to implement priorities under jointly identified strategic pillars.
- 2.2. Defining principles and practices of co-governance, accountability, and respect for TH jurisdiction in education.
- 2.3. Identifying strategic pillars and priority areas for collaboration.
- 2.4. Creating mechanisms to ensure this Agreement lives beyond the individuals presently in office.

3. Principles

- 3.1. TH's inherent, Final Agreement and Self-Government Agreement rights are fully respected.
- 3.2. Post-secondary education at Tr'odëk Hätr'unohtän Zho must be co-created and co-governed, aligning with the YU's statutory mandate.
- 3.3. All programs and initiatives will be guided by what best serves learners.
- 3.4. Programs and initiatives must be grounded in Dënezhu ways and include culturally appropriate supports.
- 3.5. TH and YU's collaboration must not diminish Yukon Government funding responsibilities to sustain programs and services.

4. Strategic Pillars

- 4.1. The Parties agree to collaborate on the four overarching strategic pillars set out in this section (the "Strategic Pillars"), in accordance with a workplan (the "Workplan") to be approved and revised from time to time by the Steering Committee.
- 4.2. The Strategic Pillars for this Agreement shall be:

- a) Co-governance relationship

Strengthen and clarify the Parties' governance and co-governance relationships for education initiatives at Tr'odëk Hätr'unohtän Zho, including alignment of relevant committees and governing bodies with section 17.7 authorities and responsibilities.

b) Programming and curriculum based on Dënezhu ways

Ensure that programming, curriculum, and learner experiences are grounded in Dënezhu ways of knowing, doing and being. This will be achieved through collaborative development of courses, programs, and credentials offered at Tr'odëk Hätr'unohtän Zho. Program development and delivery will include TH Elders and Knowledge keepers, and use of Hän language wherever possible.

c) Scope and goals of Tr'odëk Hätr'unohtän Zho - Dawson Campus

Establish and maintain a shared understanding of the scope, role and long-term goals of a university presence in Dawson City, including advancing a regional campus model that reflects North Yukon training needs.

d) Student Supports

Identify supports needed by learners to ensure they are successful and have a meaningful university experience at Tr'odëk Hätr'unohtän Zho, including academic, well-being, financial and culturally- grounded supports.

4.3. The Parties will develop, maintain, approve and periodically update the Workplan as the primary instrument for implementing the Strategic Pillars.

4.4. The Workplan will identify, for each Strategic Pillar, the agreed initiatives, activities and deliverables, responsible leads, timelines, milestones and measures of progress.

5. Governance and Accountability

5.1. The Parties will use best efforts to achieve consensus in decisions about implementation of this Agreement and the Workplan.

5.2. TH and YU hereby establish the Steering Committee, which will include at least the following appointees from each Party:

For TH: Director of Education

For YU: Provost & Vice-President, Academic

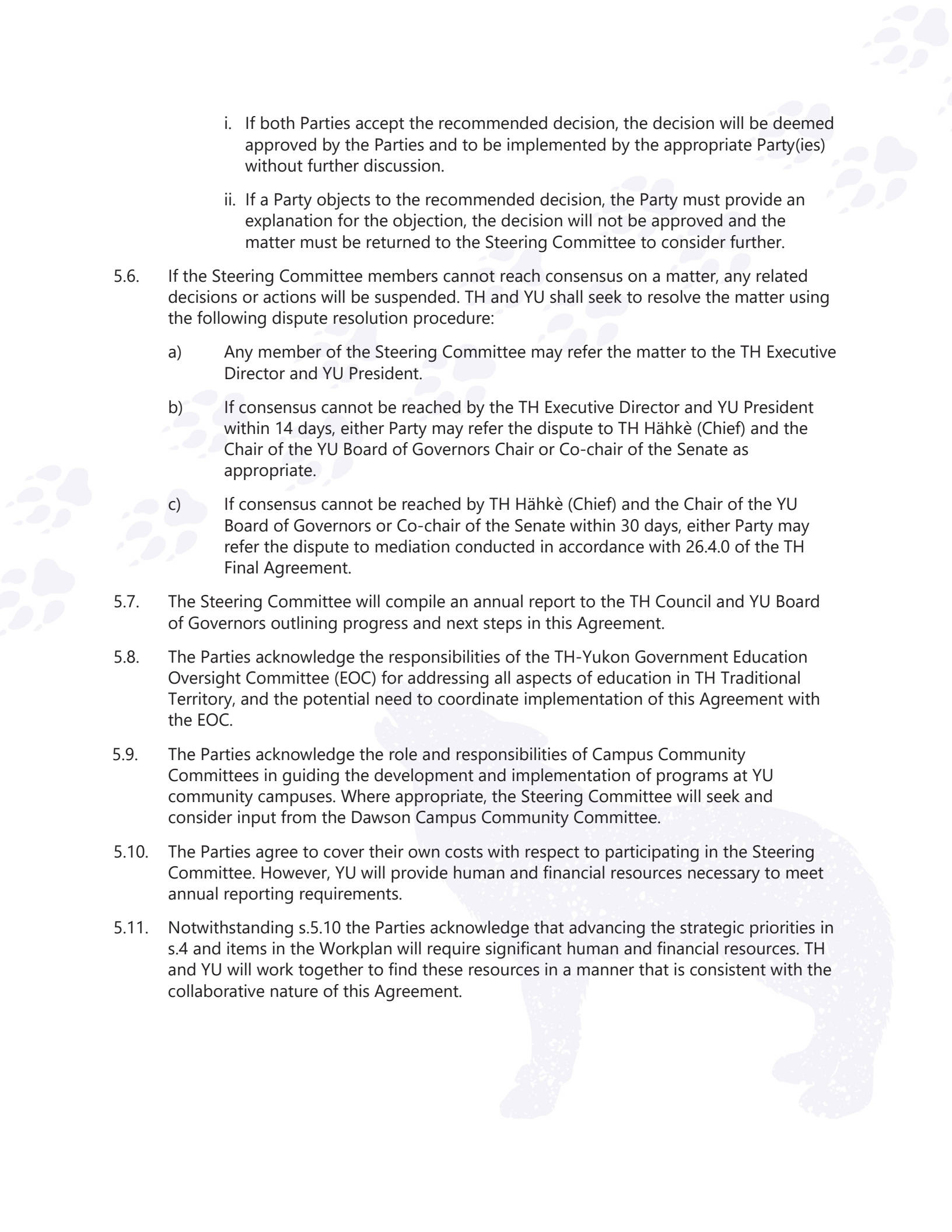
5.3. The Steering Committee will meet at least monthly in order to oversee this Agreement, advance the Strategic Pillars and the Workplan, track progress and resolve issues.

5.4. The Steering Committee may invite other persons to participate in meetings as needed.

5.5. If the Steering Committee members reach consensus on a matter,

a) the Steering Committee decision will be deemed to be a recommendation to TH and YU, by way of referral to their governance bodies with authority to implement the decision, as identified by each Party; and

b) each Party must respond in accordance with a mutually agreed upon timeline to accept or object to the recommended decision:

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- i. If both Parties accept the recommended decision, the decision will be deemed approved by the Parties and to be implemented by the appropriate Party(ies) without further discussion.
 - ii. If a Party objects to the recommended decision, the Party must provide an explanation for the objection, the decision will not be approved and the matter must be returned to the Steering Committee to consider further.
 - 5.6. If the Steering Committee members cannot reach consensus on a matter, any related decisions or actions will be suspended. TH and YU shall seek to resolve the matter using the following dispute resolution procedure:
 - a) Any member of the Steering Committee may refer the matter to the TH Executive Director and YU President.
 - b) If consensus cannot be reached by the TH Executive Director and YU President within 14 days, either Party may refer the dispute to TH Hähkè (Chief) and the Chair of the YU Board of Governors Chair or Co-chair of the Senate as appropriate.
 - c) If consensus cannot be reached by TH Hähkè (Chief) and the Chair of the YU Board of Governors or Co-chair of the Senate within 30 days, either Party may refer the dispute to mediation conducted in accordance with 26.4.0 of the TH Final Agreement.
 - 5.7. The Steering Committee will compile an annual report to the TH Council and YU Board of Governors outlining progress and next steps in this Agreement.
 - 5.8. The Parties acknowledge the responsibilities of the TH-Yukon Government Education Oversight Committee (EOC) for addressing all aspects of education in TH Traditional Territory, and the potential need to coordinate implementation of this Agreement with the EOC.
 - 5.9. The Parties acknowledge the role and responsibilities of Campus Community Committees in guiding the development and implementation of programs at YU community campuses. Where appropriate, the Steering Committee will seek and consider input from the Dawson Campus Community Committee.
 - 5.10. The Parties agree to cover their own costs with respect to participating in the Steering Committee. However, YU will provide human and financial resources necessary to meet annual reporting requirements.
 - 5.11. Notwithstanding s.5.10 the Parties acknowledge that advancing the strategic priorities in s.4 and items in the Workplan will require significant human and financial resources. TH and YU will work together to find these resources in a manner that is consistent with the collaborative nature of this Agreement.

6. Termination

- 6.1. This Agreement will be in effect until terminated by the mutual written consent of both Parties.
- 6.2. A Party wishing to terminate this Agreement may submit a written request to terminate to the other Party, setting out reasons for the proposed termination.
- 6.3. Upon receipt of a termination request, the Parties will engage in good faith discussion for a period of 30 days to explore potential alternatives to termination and to seek a mutually acceptable agreement regarding termination of this Agreement.
- 6.4. At the end of the discussion period,
 - a) if both parties agree in writing to terminate this Agreement, it shall terminate, or
 - b) if no agreement is reached, this Agreement will continue in full force and effect.

7. Administration

- 7.1. The Steering Committee shall conduct a review and identify any recommended changes to this Agreement
 - a) 24 months after this Agreement is approved by the Parties, and
 - b) every 2 years after that initial review.
- 7.2. This Agreement is intended to be legally binding and indicate the Parties' intention to work together.
- 7.3. The Agreement may be amended by both Parties in writing.
- 7.4. Any notice, request or other communication between the Parties required to be given under this Agreement shall be made in writing and is effective if
 - a) delivered in person,
 - b) sent by registered mail, or
 - c) sent by electronic mail (e-mail) once a read receipt has been received.

7.5. All notices, requests and communications in connection with this Agreement will be addressed to:

For TH:

Director of Education
Tr'ondëk Hwëch'in
Box 599
Dawson, Yukon
Y0B 1G0
education.director@trondek.ca

For Yukon University:

Provost & Vice-President, Academic
Yukon University
Box 2799, 500 University Drive
Whitehorse, Yukon
Y1A 5K4
provost@yukonu.ca

SIGNED on behalf of TH and YU by



Hähkè Darren Taylor

Tr'ondëk Hwëch'in

Date: June 1, 2026

Witness: [Signature]
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G2025



**Interim President and Vice Chancellor
Dr. Shelagh Rowles**

Yukon University

Date: June 1, 2026

Witness: [Signature]

