

## MEMORANDUM OF UNDERSTANDING (MOU)

between

**GRAND PRÉ AND AREA COMMUNITY ASSOCIATION (“Community Association”),**  
**and**  
**GRAND PRÉ MARSH BODY (“Marsh Body”),**  
**and**  
**KINGS REGIONAL DEVELOPMENT AGENCY (“Kings RDA”),**  
**and**  
**MUNICIPALITY OF THE COUNTY OF KINGS (“County of Kings”),**  
**and**  
**PARKS CANADA AGENCY (“Parks Canada”),**  
**and**  
**PROVINCE OF NOVA SCOTIA (“Nova Scotia”) as represented by the Minister of**  
**Tourism, Culture, and Heritage,**  
**and**  
**THE SOCIÉTÉ PROMOTION GRAND-PRÉ INC. (“Société”),**  
**and**  
**THE SOCIÉTÉ NATIONALE DE L’ACADIE (“SNA”)**

(hereinafter referred to collectively as the “Parties” and individually as the “Party”)

### 1.0 DEFINITIONS

In this MOU,

“**Buffer Zone**” means the area surrounding the Nominated Property as described in sections 1.e and 1.f of the Nomination Proposal.

“**Canadian Delegation to the World Heritage Committee**” means the Parks Canada officials responsible for leading implementation of the World Heritage Convention in Canada, on behalf of the Government of Canada, as a State Party to the Convention. The Canadian Delegation is led by the Director General, National Historic Sites, Parks Canada and speaks on behalf of Canada with respect to official positions related to implementation of the Convention. Communications between the World Heritage Centre and Canada’s World Heritage sites are coordinated by the Canadian Delegation.

“**Commemorative Integrity**” refers to the condition or state of a national historic site when the site is healthy and whole. A national historic site possesses commemorative integrity when:

- the resources directly related to the reasons for designation as a national historic site are not impaired or under threat,
- the reasons for designation as a national historic site are effectively communicated to the public, and
- the site's heritage values (including those not related to the reasons for designation as a national historic site) are respected in all decisions and actions affecting the site.

“**Communication**” means all activities related to the public transmission of information through print, radio, television, web and any other media, as well as in public events and advertising.

“**Consultation**” means the process by which the input of a stakeholder or the Mi’kmaq on matters affecting them is sought.

**“Education and Marketing Committee”** means the committee created by the Stewardship Board as described in its Terms of Reference for the purpose of coordinating the efforts of the partners involved in raising awareness and promoting the World Heritage Site.

**“Grand-Pré National Historic Site of Canada (NHSC)”** means the federal land administered by Parks Canada and designated by the Minister responsible for the Historic Sites and Monuments Act as Grand-Pré NHSC.

**“ICOMOS”** means the International Council of Monuments and Sites, the World Heritage Committee’s official Advisory Body with respect to cultural heritage matters.

**“ICOMOS Canada”** means the Canadian national committee of the International Council of Monuments and Sites.

**“Jurisdiction”** refers to the area under the authority of federal, provincial, and municipal governments and of the Grand Pré Marsh Body.

**“Management Plan”** means the document prepared by the Nomination Board in accordance with the sections of the Operational Guidelines regarding management of Nominated Properties and submitted as part of the Nomination Proposal.

**“Nomination Board”** means the Nomination Grand Pré Advisory Board, the organization that prepares the Nomination Proposal.

**“Nominated Property”** means the area proposed for World Heritage inscription as described in sections 1.e and 1.f of the Nomination Proposal, known as “The Landscape of Grand Pré”.

**“Nomination Proposal”** means the formal documentation prepared by the Nomination Board and submitted by the Canadian Delegation to the World Heritage Committee for the purpose of inscribing the Nominated Property on the World Heritage List.

**“Operational Guidelines”** means the document prepared by the World Heritage Committee officially known as *The Operational Guidelines for the Implementation of the World Heritage Convention*. Among other things the Operational Guidelines provide guidance on the requirements for the preparation of Nomination Proposals and outline the Committee’s expectations with respect to management of World Heritage sites.

**“Outstanding Universal Value (OUV)”** means “cultural and/or natural significance which is so exceptional as to transcend national boundaries and to be of common importance for present and future generations of all humanity. As such, the permanent protection of this heritage is of the highest importance to the international community as a whole” (*The Operational Guidelines for the Implementation of the World Heritage Convention*, UNESCO 2008, paragraph 49). Demonstrating to the World Heritage Committee that the Nominated Property has Outstanding Universal Value is the main purpose of the Nomination Proposal, in particular through sections 3.a and 3.b of that document. If the World Heritage Committee confirms that the Nominated Property has Outstanding Universal Value and inscribes it on the World Heritage List, the Committee will adopt a formal Statement of Outstanding Universal Value for the property and will hold Canada, as a State Party to the World Heritage Convention, through the Stewardship Board, accountable for conserving, protecting and presenting this Outstanding Universal Value and transmitting it to future generations.

**“Partners”** means the organizations that decide in the course of managing the Nominated Property to collaborate and share resources to achieve the mandate of the Stewardship Board and may include the Parties as well as non-Parties to this MOU.

**“Regulatory Authorities”** means the federal and provincial departments with authority under a specific Act governing an activity within the boundaries of the Nominated Property and of its Buffer Zone.

**“Site Management Coordinator”** means the person responsible for implementing the direction of the Stewardship Board and for coordinating the Regulatory Authorities and other partners to implement the Management Plan.

**“State Party”** means a member state of UNESCO that has ratified the World Heritage Convention.

**“Stewardship Board”** means the Grand Pré World Heritage Site Stewardship Board, the organization identified as the site manager in the Nomination Proposal.

**“Terms of Reference”** means the terms of reference of the Stewardship Board as agreed upon by the Parties at the time of the signing of this MOU.

**“Technical Advisory Committee”** means the committee created by the Stewardship Board as described in its Terms of Reference for the purpose of providing expert advice to the Stewardship Board on the protection and management of the World Heritage Site.

**“World Heritage Centre”** means the Secretariat to the World Heritage Committee, provided by the Director General of the United Nations Educational, Scientific and Cultural Organization (UNESCO), located in Paris, France.

**“World Heritage Committee”** means the Intergovernmental Committee for the Protection of the World Cultural and Natural Heritage, as established by the World Heritage Convention. The Committee consists of 21 States Parties to the Convention, duly elected by all States Parties to the Convention to guide implementation of the Convention, including by establishing and maintaining the World Heritage List. Amongst its functions is to review nomination proposals submitted by States Parties to determine whether the nominated properties meet the requirements for inscription on the World Heritage List, in particular whether the nominated properties have OUV. When the Committee inscribes a nominated property on the World Heritage List, it expects the relevant State Party and site manager to conserve, protect, and present this OUV and to transmit it to future generations. It becomes a stakeholder in the management of the property, with a duty to take an interest in the property’s state of conservation. The World Heritage Committee may delete a site from the World Heritage List if it determines that the property has deteriorated to the extent that it has lost those characteristics that justified its inclusion on the World Heritage List.

**“World Heritage Convention”** means the international agreement formally known as the *Convention Concerning the Protection of World Cultural and Natural Heritage*. Canada is a State Party to the Convention, and recognizes that the protection of World Heritage Sites is the duty of the international community as a whole.

**“World Heritage List”** means the list of cultural and natural heritage properties created by the World Heritage Convention which consists of properties that the World Heritage Committee considers to have OUV.

**“World Heritage Site”** means the site which has been deemed by the World Heritage Committee to have OUV and is inscribed on the World Heritage List.

## 2.0 PURPOSE

The purpose of this MOU is to set to the means by which the Parties agree to collaborate through mutual understanding and assistance to manage the Nominated Property.

### **3.0 SCOPE**

The scope covers the relationship between the Parties both during the period following the submission of a Nomination Proposal to UNESCO and a decision by the World Heritage Committee on that Nomination Proposal, and after that decision in the event of a successful inscription.

Any reference in this MOU to a WHS at Grand Pré is conditional to a successful inscription by the World Heritage Committee.

### **4.0 BACKGROUND**

Grand Pré has been on Canada's Tentative List for potential World Heritage inscription by UNESCO since 2004. As such, it is proposed by Canada as a candidate for inscription on the World Heritage List, the highest possible international recognition for cultural and natural heritage sites. It is a distinction that if achieved would bring greater international attention to an extraordinary place, one that is already celebrated by various provincial and national designations.

The Nomination Board has been actively working since 2007 at developing a nomination dossier for submission to UNESCO. The Nomination Board has been conducting research, public engagement activities, and Management Planning exercises to prepare a solid proposal. The support of the local area communities and stakeholders and that of government departments and agencies at the federal, provincial and municipal levels has been instrumental in the completion of the Nomination Proposal.

Following the submission of a Nomination Proposal to UNESCO, a review process is led by ICOMOS which lasts 18 months. A decision is made by the World Heritage Committee once a year.

There are multiple Regulatory Authorities active in the Grand Pré area. Consequently, and in line with the requirement outlined in the *Operational Guidelines* to develop a management plan and identify an entity responsible for the management of the World Heritage Site, the Parties have developed jointly a Management Plan and are setting up a governance structure for the World Heritage Site. The Management Plan relies on the Regulatory Authorities for its implementation.

### **5.0 STATEMENT OF COMMITMENT**

- 5.1 The Parties agree to continue supporting the Nomination Proposal and the Nomination Board up until a decision by the World Heritage Committee is made.
- 5.2 The Parties agree to establish a framework which will govern their actions in the implementation of the Management Plan to ensure the integrity of the Nominated Property and of the WHS.
- 5.3 The Regulatory Authorities agree to provide mechanisms, including timetables, to consult and receive recommendations from the Nomination Board on issues pertaining to the management of the Nominated Property and from the Stewardship Board on issues pertaining to the management of the WHS, including on means to protect its OUV.
- 5.4 The Parties agree to protect the Nominated Property as described in the Nomination Proposal until a decision is made by the World Heritage Committee.

5.5 The Parties agree to protect the OUV of the WHS, and the resources and attributes of the WHS that are recognized as the basis for its OUV, as recognized by the World Heritage Committee at the time of the inscription of Grand Pré on the World Heritage List.

5.6 The Parties agree to apply the following principles to guide their actions during the term of this MOU:

Principle 1: Management of the Nominated Property will meet or exceed World Heritage standards regardless of inscription.

Principle 2: The primary focus of the Management Plan is to address issues directly related to the management and conservation of the WHS's OUV and attributes by providing a framework for advice from the Stewardship Board and for decision-making for the Regulatory Authorities.

Principle 3: The Management Plan recognizes that the Nominated Property is set within an active agricultural community where people continue to live and work. People have created, lived and worked on this land for generations and have been responsible stewards of the land. The Management Plan also recognizes that this is an area of great importance for the Acadians who have a strong emotional attachment to it.

Principle 4: Management of the Nominated Property in relation to World Heritage guidelines will be a shared responsibility among the different owners, communities, and government entities with regulatory responsibilities for the Nominated Property. The Management Plan recognizes that actions undertaken by an owner, community, or government entity with regulatory responsibilities may have a detrimental impact on the Nominated Property and that communication, coordination, and collaboration are essential to its long-term protection.

Principle 5: Management and protection will be delivered through existing boards, bodies, and government authorities, supplemented by technical advice, interpretation, and education from the Stewardship Board and procedures developed to accommodate a designated World Heritage Site.

5.7 In addition, the Parties agree to pursue the following goals and objectives in relation to the management of the Nominated Property during the term of this MOU:

*Goal 1: To provide for the protection, continuing community and agricultural use and appreciation of the Nominated Property by:*

- a) Ensuring that agriculture remains a vibrant economic activity of the community;
- b) Dedicating resources to the monitoring and maintenance of the dykes;
- c) Preserving and enhancing the memorials reflecting the enduring importance of the area for the Acadians;
- d) Nurturing ongoing research and filling the gaps in knowledge about the landscape and the people that inhabited it over the years;
- e) Ensuring that the Marsh Body, as long term steward of the marshland, continues to play a significant role in the maintenance, use and protection of the marshlands;
- f) Informing visitors to the community, through signage and brochures, of the need to be mindful that they are entering an active agricultural community; and,

- g) Working with the Marsh Body to ensure that visitors have access to the values of the WHS without interfering with the ongoing agricultural use of the marshland.

*Goal 2: To enrich the existing tourism destination by promoting wide recognition, understanding and appreciation of the educational and cultural values represented by the Nominated Property by:*

- a) Developing programs, activities, tools, and interpretation that raise awareness of the importance of the landscape for the different communities, including the Mi'kmaq, the Acadians, and the descendants of the New England Planters;
- b) Promoting visitation through regional, national and international media;
- c) Ensuring that promotion is managed responsibly in all aspects of publicity in relation to the Nominated Property in accordance with UNESCO guidelines.
- d) Developing tools and interpretation on the history and importance of agriculture;
- e) Continuing to raise awareness about the Acadian people and the way they overcame their forced migrations of the 18<sup>th</sup> century; and,
- f) Developing partnerships with existing World Heritage Sites.

*Goal 3: To instill a strong sense of shared community pride and stewardship in the protection, interpretation and promotion of the Nominated Property by:*

- a) Providing for community input and encouraging community participation;
- b) Engaging Acadian, local and other stakeholder communities in activities that celebrate the importance of the Grand Pré landscape;
- c) Employing a governance model to ensure that the interests and concerns of local residents and the Acadian community are heard, discussed, and reflected in the advice to the different Regulatory Authorities;
- d) Ensuring the local and Acadian schools are provided sufficient information and opportunities to incorporate the experience at Grand Pré into their curriculum.

## **6.0 ROLES AND RESPONSIBILITIES**

### **6.1 Nomination Board**

- 6.1.1 The Nomination Board, as the organization responsible for preparing a Nomination Proposal, has the mandate to define the first terms of reference for the Stewardship Board.
- 6.1.2 After the Nomination Proposal has been submitted, the Nomination Board will continue to lead the proposal up until a decision by the World Heritage Committee. It will maintain stakeholder support, continue to communicate with stakeholders and government bodies and proceed with key commitments. In cooperation with the Canadian Delegation to the World Heritage Committee, it will coordinate preparations for the ICOMOS evaluation mission and provide, as necessary, any further information requested by ICOMOS subsequent to the mission.
- 6.1.3 If the Nominated Property is inscribed on the World Heritage List by the World Heritage Committee, the Nomination Board will cease to exist.
- 6.1.4 If the Nominated Property is inscribed on the World Heritage List, the Parties agree to create the Grand Pre World Heritage Site Stewardship Board.

### **6.2 Stewardship Board**

- 6.2.1 If the World Heritage Committee inscribes the Nominated Property on the World Heritage List, the Stewardship Board will act as the WHS manager in accordance with the Operational Guidelines and as described in its terms of reference.
- 6.2.2 If the World Heritage Committee inscribes the Nominated Property on the World Heritage List, it will expect Canada, as a State Party to the Convention and the Stewardship Board, as site manager, to conserve, protect, and present this OUV and to transmit it to future generations.
- 6.2.3 The Stewardship Board will stand as a committee of the Kings RDA.
- 6.2.4 The mandate of the Stewardship Board is to ensure the conservation, protection, presentation and transmission to future generations of the property's OUV through implementation of the Management Plan through a coordinated management approach between all Regulatory Authorities, advice to ensure the integrity of the WHS, promotion of the WHS's OUV, engagement of the stakeholders in the stewardship of the WHS, and reporting on the condition of the WHS. If it is necessary to report to the World Heritage Centre about the condition of the WHS, the Canadian Delegation to the World Heritage Committee will work cooperatively with the Stewardship Board to provide the necessary information.
- 6.2.5 Should the mandate or the terms of reference of the Stewardship Board change, the relationship with the Kings RDA will be reviewed by the Stewardship Board and actions will be taken as appropriate to ensure the sustainability of the WHS's governance.
- 6.2.6 The structure of the Stewardship Board as described in its terms of reference will include representation from the local area communities, the Acadian community, the Mi'kmaq, the Regulatory Authorities with Jurisdiction for the area included within the boundary of the Nominated Property, key stakeholders and other government bodies.
- 6.2.7 In order to support the operations of the Stewardship Board, resources will be provided by Parks Canada, Nova Scotia, the County of Kings, Kings RDA, and other Partners, which will include staff for logistical support, a site management coordinator, and an operational budget.
- 6.2.8 The Stewardship Board has the authority to Consult its membership. Public Consultation is solely the responsibility of the Regulatory Authorities. Consultation of the Mi'kmaq is the responsibility of the Regulatory Authorities representing the Federal Crown and Nova Scotia.
- 6.2.9 The Stewardship Board will foster and facilitate research and information sharing for the benefit of the WHS and may seek outside expertise to achieve its objectives. The Stewardship Board may also engage other stakeholders, and the Regulatory Authorities for the areas included in the Nominated Property's Buffer Zone who are not specifically identified in this MOU.
- 6.2.10 The Stewardship Board will establish a Technical Advisory Committee, an Education and Marketing Committee, and any other committee it deems necessary to achieve its mandate in accordance with its terms of reference. These committees will advise the Stewardship Board regarding issues which could have an impact on the OUV of the WHS, including on

its protection, interpretation, and promotion.

### 6.3 The County of Kings

- 6.3.1 The County of Kings is a voting member of the Nomination Board and of the Stewardship Board through the County councillor representing District 12.
- 6.3.2 The County of Kings will Consult with the Nomination Board and the Stewardship Board on development projects, zoning issues and other matters that could have an impact on the Nominated Property and the WHS.
- 6.3.3 The County of Kings will notify Nova Scotia of projects and activities that may occur within the boundary of the Nominated Property and that may have an impact on the protection of archaeological heritage.
- 6.3.4 The County of Kings will provide support and advice to the Nomination Board and the Stewardship Board on a when and as required basis, subject to the availability of funds and personnel and in accordance with applicable regulations.
- 6.3.5 The County of Kings will establish a data sharing agreement and monitoring agreement with Parks Canada and Nova Scotia.
- 6.3.6 The County of Kings will provide the necessary information to report on the condition of the WHS.

### 6.4 Community Association

- 6.4.1 The Community Association will be a voting member of the Stewardship Board.
- 6.4.2 It will serve as the co-chair representing the local residents and will fulfill this role according to the terms of reference for the Stewardship Board.
- 6.4.3 The Community Association will ensure that the interests and concerns of the residents of the communities of Grand Pré, Hortonville, North Grand Pré and Lower Wolfville are expressed and taken into consideration in all matters pertaining to the management of the WHS.
- 6.4.4 The Community Association will provide support and advice to the Stewardship Board on engaging, raising awareness, and working with the residents to manage the WHS effectively.

### 6.5 Kings RDA

- 6.5.1 Kings RDA is a voting member of the Nomination Board and the Stewardship Board.
- 6.5.2 Kings RDA will continue to provide administrative support for the Nomination Board and the Stewardship Board ensuring that minutes of meetings are recorded and distributed.
- 6.5.3 Kings RDA will continue to host the Nomination Board as one of its committees.

- 6.5.4 Kings RDA will host the Stewardship Board as one of its committees if the Nominated Property is successfully inscribed on the World Heritage List.
  - 6.5.5 Kings RDA will provide financial management capacity for the Nomination Board and the Stewardship Board by preparing financial statements.
  - 6.5.6 Kings RDA will enter into contracts and agreements on behalf of the Stewardship Board as needed to support its mandate.
  - 6.5.7 Kings RDA will prepare submissions to other government bodies for resources required to undertake projects deemed necessary by the Nomination Board and Stewardship Board.
- 6.6 Marsh Body
- 6.6.1 The Marsh Body is a voting member of the Nomination Board and of the Stewardship Board.
  - 6.6.2 It will provide support and advice to ensure monitoring and reporting requirements for the WHS are achieved.
  - 6.6.3 The Marsh Body will inform the Nomination Board and the Stewardship Board one month prior to work commencing, about impending work on dykes, drainage, and roads, for the site management coordinator to determine the potential presence of archaeological sites and preserve historical features. This will allow the planning and coordination of resources to monitor potential impacts to historical and archaeological features to avoid undue delays.
  - 6.6.4 The site management coordinator will work with the Marsh Body and with Nova Scotia to determine the best course of action to protect key features of the Nominated Property, including archaeological and historical features, with limited impact on ongoing agricultural activities.
  - 6.6.5 The Marsh Body will assist the Nomination Board, Stewardship Board, and Regulatory Authorities in carrying out necessary monitoring work to ensure the protection of the Nominated Property and of the WHS.
  - 6.6.6 In the event that the Stewardship Board manages funds to protect archaeological and historical features in the Nominated Property, the Site Management Coordinator will work with the Marsh Body and Nova Scotia to allocate resources based on agreed priorities and the Stewardship Board's policy regarding the provision of resources for the protection of archaeological and historical features in the Nominated Property.
  - 6.6.7 The Marsh Body will provide support to engage its membership in protecting the Nominated Property as well as to gather the necessary information to report on the condition of the WHS.
- 6.7 Parks Canada
- 6.7.1 Parks Canada is an ex-officio member of the Nomination Board.
  - 6.7.2 Parks Canada as a custodian of Grand-Pré NHSC is a voting member of the Stewardship Board.

- 6.7.3 Parks Canada will achieve its legislated mandate to protect the Commemorative Integrity of Grand-Pré NHSC. It will manage the cultural resources located under its Jurisdiction according to its policies in order to protect the OUV of the WHS.
- 6.7.4 Parks Canada will ensure that all its management activities related to land under its Jurisdiction are supportive of the values and objectives of the WHS.
- 6.7.5 Parks Canada will provide support to welcome visitors to the WHS and to interpret the values and importance of the WHS, subject to the availability of funds and personnel. Its priority will remain the maintenance of Grand-Pré NHSC's Commemorative Integrity, including the protection and interpretation of the cultural resources directly related to the reasons for designation as a national historic site.
- 6.7.6 Parks Canada provides the Canadian Delegation to the World Heritage Convention under the leadership of the Director General, National Historic Sites, Parks Canada. Any communications between the World Heritage Centre and the World Heritage Site will be coordinated by the Canadian Delegation.
- 6.7.7 With the support of Nova Scotia and the County of Kings and other relevant organizations, Parks Canada will take a leadership role, on behalf of the Stewardship Board, in providing technical expertise to monitor and report on activities at the WHS in accordance with UNESCO requirements.
- 6.7.8 Parks Canada will implement a data sharing agreement with the County of Kings and Nova Scotia.
- 6.7.9 In the spirit of collaboration guiding the protection of the Nominated Property, Parks Canada will request a Borden number from Nova Scotia for archaeological sites found in its Jurisdiction. It will provide summary information reports from archaeological investigations carried out in its Jurisdiction to Nova Scotia in order to maintain an up-to-date inventory of the Nominated Property's archaeological heritage.
- 6.7.10 As the Nominated Property is part of the Grand-Pré Rural Historic District NHSC, Parks Canada will provide expertise necessary for the protection of the Nominated Property and of the WHS, subject to the availability of funds and personnel.
- 6.7.11 Working in cooperation with the Stewardship Board, the Société and local area communities and stakeholders, Parks Canada will support the promotion, marketing, and organization of events and activities related to the WHS, subject to the availability of funds and personnel.
- 6.7.12 Parks Canada will consult the Nomination Board and the Stewardship Board prior to developing and implementing plans and activities in areas under its Jurisdiction.

## 6.8 Nova Scotia

- 6.8.1 Nova Scotia, the Department of Economic and Rural Development and the

Office of Acadian Affairs are ex officio members of the Nomination Board.

- 6.8.2 Nova Scotia, the Department of Economic and Rural Development, the Office of Acadian Affairs and the Department of Agriculture are ex officio members of the Stewardship Board.
- 6.8.3 Nova Scotia, the Department of Economic and Rural Development, the Office of Acadian Affairs and the Department of Agriculture will provide support to Parks Canada and the County of Kings for the monitoring and reporting activities required for the WHS.
- 6.8.4 Nova Scotia, the Department of Economic and Rural Development, the Office of Acadian Affairs and the Department of Agriculture will help promote the WHS and provide support for projects undertaken by the Stewardship Board, subject to the availability of funds and personnel.
- 6.8.5 Nova Scotia and the Department of Agriculture will implement a data sharing agreement with Parks Canada and the County of Kings.
- 6.8.6 In the spirit of collaboration guiding the protection of the Nominated Property, Nova Scotia will provide summary information reports from archaeological investigations carried out in its Jurisdiction to Parks Canada in order to share the result of research and inform future direction for the protection of the Nominated Property's archaeological heritage.
- 6.8.7 Nova Scotia, the Department of Economic and Rural Development, the Office of Acadian Affairs and the Department of Agriculture will provide expertise and resources necessary for the protection of the Nominated Property and of the WHS, subject to the availability of funds and personnel.
- 6.8.8 Nova Scotia, the Department of Economic and Rural Development, the Office of Acadian Affairs and the Department of Agriculture will consult the Nomination Board and the Stewardship Board prior to the development and implementation of plans, policies and activities which could have an impact on the Nominated Property and the WHS, including in its Buffer Zone.

## 6.9 Société

- 6.9.1 The Société is a voting member of the Nomination Board and of the Stewardship Board.
- 6.9.2 The Société will support promotional activities in relation to the WHS.
- 6.9.3 The Société will be a member of the Education and Marketing Committee to ensure the values and importance of the WHS are communicated to target audiences.
- 6.9.4 The Société will support and contribute to the development, distribution and display of educational products related to the WHS, subject to the availability of funds and personnel.
- 6.9.5 The Société will Consult the Nomination Board and Stewardship Board prior to developing and implementing plans and activities related to the Grand-Pré NHSC and other areas of interest as they relate to the World

Heritage Site. Of particular importance are plans and activities that are related to the OUV in the Nomination Proposal and at the time of inscription by the World Heritage Committee.

#### 6.10 SNA

6.10.1 The SNA will be a voting member of the Stewardship Board.

6.10.2 The SNA will serve as the co-chair representing the Acadian community and will fulfill this role according to the terms of reference for the Stewardship Board.

6.10.3 The SNA will provide support to engage the Acadian community at large in the governance of the WHS.

6.10.4 The SNA will actively participate in the WHS's protection by raising awareness about its OUV.

6.10.5 The SNA will be a member of the Technical Advisory Committee.

### 7.0 COMMUNICATIONS

7.1 The use of the Nomination Grand Pré logo is restricted to the Nomination Board's use and to the period preceding the decision by the World Heritage Committee unless otherwise specified.

7.2 A Party will not use the marks, including organizational identifiers, of another Party without that other Party's written consent.

7.3 Communication, such as media relations, advertising, and public events, regarding the Nomination Proposal is managed by the Nomination Board in cooperation with and with the support of Parks Canada, Nova Scotia and the Canadian Delegation to the World Heritage Committee. Following submission of the Nomination Proposal and throughout the evaluation process leading to a World Heritage Committee decision, a coordinated communications approach will be developed by the Nomination Board, Parks Canada, Nova Scotia and the Canadian Delegation.

7.4 Communication on behalf of the Nomination Board is strictly restricted to the co-chairs or their delegate as required.

7.5 None of the Parties will engage in Communication relating to the Nomination Proposal without providing appropriate advance notice to the Nomination Board and to the Canadian Delegation to the World Heritage Committee. If Communication with respect to World Heritage matters (for example, policies, procedures and processes related the evaluation of nomination proposals and inscription of properties on the World Heritage List) is necessary, clause 7.6 will apply.

7.6 Communication regarding World Heritage matters (for example, policies, procedures and processes related to the evaluation of nomination proposals and inscription of properties on the World Heritage List) as they relate to the Nomination Proposal is managed by Parks Canada and the Canadian Delegation to the World Heritage Committee.

7.7 In the event of a successful inscription, a communication strategy will be developed by the Stewardship Board.

## **8.0 AMENDMENTS AND TERMINATION**

- 8.1 This MOU will take effect upon signing by the Parties and shall remain in effect until terminated with the mutual written consent of all Parties.
- 8.2 This MOU may be amended by the mutual written consent of the Parties.
- 8.3 Notwithstanding section 8.1 any Party may terminate its participation in this MOU by providing ninety (90) days notice in writing of such termination and the reasons therefore. Upon expiration of such period of notice that Party's participation shall be terminated.
- 8.4 Notwithstanding section 8.1, 8.2 and 8.3 if the Nomination Proposal is unsuccessful this MOU shall terminate within ninety days (90) of the decision by the World Heritage Committee.
- 8.5 In the event that the Stewardship Board ceases to operate for whatever reason, the Regulatory Authorities will continue to be responsible for activities in their Jurisdiction and in discharging their authority protect the OUV of the WHS.

## **9.0 GENERAL MATTERS**

- 9.1 Any reference in this MOU to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.
- 9.2 The Stewardship Board will develop policies and procedures for decision-making and its operations as necessary.
- 9.3 It is recognized that this MOU constitutes a statement of mutual understanding between the Parties. However, it is not intended to be and shall not be interpreted or construed as a legally enforceable agreement or as creating any legal rights or obligations between the Parties.
- 9.4 It is also recognized that nothing in the MOU, or in the work the parties undertake together, is intended to be or shall be interpreted or construed as creating an agency, partnership or joint venture relationship of any kind between the Parties or as imposing on either Party any partnership, joint venture or agency duties, obligations or liabilities to the other Party or to any other person.
- 9.5 In dealings with other persons, the Parties will endeavour to ensure that all such persons are aware that the parties are not acting in partnership, joint venture or as an agent for each other.

## **10.0 NOTICE**

- 10.1 The Parties agree that any notice required to be given pursuant to this MOU shall be sufficiently given if personally delivered or mailed by prepaid registered mail addressed to the Parties as follows:
  - a) To the Community Association:

Secretary,

c/o John Lynch  
11246 Highway#1  
Lower Wolfville, Nova Scotia  
B4P2R1

- b) To the County of Kings:

Warden,  
Municipality of the County of Kings  
PO Box 100  
87 Cornwallis Street  
Kentville, Nova Scotia  
B4N 3W3

- c) To Kings RDA:

Executive Director,  
Kings Regional Development Agency  
35 Webster Street  
Kentville, Nova Scotia  
B4N 1H4

- d) To the Marsh Body:

Grand Pre Marsh Body,  
661 East Long Island Road  
Grand Pré, Nova Scotia  
B0P 1M0

- e) To Nova Scotia:

Minister,  
Department of Tourism, Culture, and Heritage  
6th Floor, World Trade and Convention Centre  
1800 Argyle Street  
P.O. Box 456  
Halifax, Nova Scotia  
B3J 2R5

- f) To Parks Canada:

Field Unit Superintendent,  
Northern New Brunswick Field Unit  
186, Route 117  
Kouchibouguac National Park, New Brunswick  
E4X 2P1

- f) To the SNA:

Président,  
Société nationale de l'Acadie  
307, rue Amirault  
Dieppe (Nouveau-Brunswick)  
E1A 1G1

- g) To the Société:

Président  
Société Promotion Grand-Pré Inc.  
Lieu historique national du Canada de Grand-Pré  
C.P. 150  
Grand-Pré (Nouvelle-Écosse)  
B0P1M0

10.2 In addition, notice will be given to the Nomination Board if given prior to successful inscription, and to the Stewardship Board if following a successful inscription, as follows:

a) To the Nomination Board:

Co-Chairs  
Nomination Grand Pré Advisory Board  
Kings RDA  
35 Webster Street  
Kentville, Nova Scotia  
B4N 1H4

b) To the Stewardship Board:

Co-Chairs  
Grand Pré World Heritage Site Stewardship Board  
Kings RDA  
35 Webster Street  
Kentville, Nova Scotia  
B4N 1H4

**On behalf of the Community Association, the chair:**

Signature

Date

**On behalf of the Municipality of the County of Kings, the Warden:**

Signature

Date

**On behalf of the Kings Regional Development Agency, the Executive Director:**

Signature

Date

**On behalf of the Grand Pré Marsh Body, the chair:**

Signature

Date

**On behalf of the Province of Nova Scotia, the Premier:**

Signature

Date

**On behalf of Parks Canada, the Director General, East:**

Signature

Date

**On behalf of the Société nationale de l'Acadie, the President:**

Signature

Date

**On behalf of the Société Promotion Grand-Pré Inc., the President:**

Signature

Date