



NORTH DAKOTA



MANITOBA

MEMORANDUM OF UNDERSTANDING ON AGRICULTURAL COOPERATION

BETWEEN

THE PROVINCE OF MANITOBA,
CANADA

AND

THE STATE OF NORTH DAKOTA,
UNITED STATES OF AMERICA

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between the Province of Manitoba in Canada, and the State of North Dakota in the United States of America (collectively the “Participants”).

WHEREAS, North Dakota and Manitoba have long enjoyed strong bonds of friendship based on a variety of shared historical and cultural experiences, common geographic features, and often-similar economic circumstances; and

WHEREAS, the Participants have had an official relationship for over three decades, dating to the North Dakota-Manitoba Agreement on Consultation and Co-Operation of 1985; and

WHEREAS Manitoba and North Dakota have many common interests in agricultural development as part of their respective, long-term economic prosperity; and

WHEREAS farmers, businesses, and communities in both North Dakota and Manitoba have benefited from North American free trade and the associated development of integrated markets and supply chains for goods and services across all agricultural sectors, including production, processing, equipment, and technology; and

WHEREAS, the Participants desire to build upon a long-standing cooperative relationship for the purpose of promoting exchanges in the area of agricultural research, development, trade, investment, youth leadership and youth education for the purpose of mutually beneficial economic growth,

NOW THEREFORE, the Participants, in the spirit of promoting closer collaboration between their governments, institutions, businesses, and citizens, and within the boundaries of existing laws and treaties in their respective jurisdictions, intend to:

- Facilitate cooperation in agriculture research and development, trade and investment, and exchanges between the Participants, in compliance with the overall economic development strategies and trade development plans of the Participants and with a long-term goal of mutual benefit and shared growth.
- Pursue these objectives through mutually defined areas of cooperation, including but not limited to those identified below:

AREAS OF COOPERATION

- Expand collaborations to include other complementary areas of specialization in their respective agricultural sectors as may be identified in the future.
- Facilitate cooperation and information sharing in the fields of agriculture, agricultural technology, and biosecurity by encouraging and supporting, as appropriate, a productive long-term relationship among relevant public and private entities to exchange best practices and identify areas of growth within those fields.



- Enhance the exchange and cooperation between the Participants on priority programs, including food waste, agricultural water management and adaptation strategies, and plant protein promotion.
- Elevate the exploration of cooperative opportunities for ensuring safe and efficient cross-border livestock trade, including cooperation on harmonization of the Participants’ transportation regulations.
- Collaborate to identify areas where harmonization of federal regulatory requirements would improve the efficiency of cross-border trade and supply chain development, including in the areas of food safety and phytosanitary requirements.
- Promote working relations between universities in the State of North Dakota and the Province of Manitoba, with a focus on agricultural economy and other agricultural sciences and research, and in an effort to facilitate student and scholar exchange programs.
- Facilitate the exchange of best practices for the continued development and expansion of youth leadership and education programming, drawing on the experiences of youth organizations such as the National FFA Organization, also known as Future Farmers of America, North Dakota 4-H and the Manitoba 4-H Council.

IMPLEMENTATION AND NOTICES

The Participants recognize the benefits of ongoing, regular contacts between their respective officials to promote cooperation in the above noted areas and to identify opportunities for joint formal or informal activity. Therefore, the Participants intend to:

- Monitor progress on the implementation of this MOU;
- Designate state and provincial government representatives to serve as principal points of contact and liaison to promote cooperation in areas of mutual interest;
- Encourage input and engagement from other government departments and agencies in their respective jurisdictions to advance cooperation in the areas identified above, including through joint teams or working groups, where appropriate.

Any notice or other communication under this MOU will be in writing and will be sent by letter, phone or email as follows:

<p>To North Dakota Department of Agriculture:</p> <p>Tom Bodine Deputy Commissioner of Agriculture 600 E Boulevard Ave Dept 602 Bismarck ND 58505-0020 Email: tbodine@nd.gov Phone: 701-328-2231</p>	<p>To Manitoba Agriculture:</p> <p>Dori Gingera-Beauchemin Deputy Minister of Agriculture 450 Broadway, Legislative Building Winnipeg, Manitoba R3C 0V8 Email: dmagr@leg.gov.mb.ca Phone: 204-945-3734</p>
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LIMITATIONS

1. Neither Participant intends to be responsible for the actions of third parties nor their agents, employees, partners, joint venturers or associates who may be involved in activities related to this MOU.
2. This MOU is not legally binding and does not create any legal, equitable, or financial rights, obligations or liabilities for the Participants. This MOU will by no means be construed as an international convention and, therefore, will create no rights and obligations subject to international law.

ENTRY INTO EFFECT, DURATION, AND TERMINATION

1. This MOU will come into effect on the date that is signed by the Participants and will remain in effect for a period of five (5) years from that date.
2. The MOU can be renewed for an additional five (5) years through an amendment that will be signed in writing by the Participants.
3. This MOU may be modified through discussion and upon agreement by the Participants and all amendments or modifications will be signed in writing by the Participants.
4. Either Participant may terminate this MOU 45 days after it provides written notice of withdrawal to the other Participant.
5. Participants agree to discuss the implementation of this MOU on a regular basis.

Signed in duplicate this 16th day of October, 2018 in Monterrey, Nuevo León, Mexico.

ORIGINAL SIGNED BY

Honorable Doug Goehring
Agriculture Commissioner
State of North Dakota

ORIGINAL SIGNED BY

Honourable Ralph Eichler
Minister of Agriculture
Province of Manitoba

Witnessed

Witnessed
