

MEMORANDUM OF UNDERSTANDING FOR THE FIFA WORLD CUP 2026™  
("MOU")

**BETWEEN:**

x<sup>w</sup>məθk<sup>w</sup>əy<sup>ə</sup>m (MUSQUEAM INDIAN BAND)

("Musqueam")

**AND:**

S<sup>k</sup>w<sup>x</sup>wú7mesh Úxwumixw (SQUAMISH NATION)

("Squamish")

**AND:**

səlilwətał (TSLEIL-WAUTUTH NATION)

("Tseil-Waututh")

**AND:**

CITY OF VANCOUVER

("Vancouver")

**AND:**

THE GOVERNMENT OF BRITISH COLUMBIA

("Province")

(Each a "**Party**" and, collectively, hereinafter referred to as the "**Parties**")

**WHEREAS:**

- A. Musqueam, Squamish, and Tseil-Waututh people have lived in, occupied, and used their territories, which include what is now known as the City of Vancouver, since time immemorial;
- B. The Province recognizes and acknowledges that Musqueam, Squamish, and Tseil-Waututh (collectively, the "**MST Nations**") hold Aboriginal rights, including title, in the MST Nations' territories;
- C. The Fédération Internationale de Football Association ("**FIFA**") has selected Vancouver as one of the host cities for FIFA World Cup 2026™ matches and competition-related events (the "**Event**");

- D. In its role as host city, Vancouver has executed a Host City Agreement (and other agreements) with FIFA that require Vancouver to meet certain obligations in connection with the planning, staging, and hosting of the Event, including in connection with the delivery of FIFA requirements, operational readiness, and managing impacts of the Event on Vancouver services;
- E. FIFA has also signed agreements in relation to the Event with B.C. Pavilion Corporation (“**PavCo**”) as the stadium authority, Vancouver Board of Parks and Recreation as the operator of the training sites, and Vancouver Airport Authority as the airport authority for the Event;
- F. The Province is a significant supporter and funder of the Event and has responsibilities for the delivery of services within its jurisdiction and authority in connection with the Event. The Province is committed to working collaboratively in good faith with the MST Nations in relation to legacy initiatives in connection with the Event;
- G. The Parties recognize that FIFA, as the owner of the FIFA World Cup 2026™, must approve any FIFA World Cup 2026™ rights, obligations, as well as planning, staging, and hosting activities, and those receiving approvals must comply, and ensure any third party, with which they contract with in connection with the Event, act in accordance with the specific and detailed requirements of such approvals (collectively, the “**Limitations**”);
- H. The Province and Vancouver are committed to fostering a relationship of mutual respect and understanding with the MST Nations and FIFA on all matters, including cooperating to facilitate successful matches, as well as competition-related events, in connection with the Event;
- I. The Parties understand the MST Nations are the First Nations on whose territories the majority of the Event will occur and have agreed to host the Event within their territories;
- J. Subject to the Limitations, Vancouver wishes to work collaboratively together in good faith with the MST Nations to deliver the Host City obligations related to planning, staging, and hosting of the Event, recognizing that this will require coordination with FIFA, FIFA’s local subsidiary in Canada, signatories to the FIFA agreements in British Columbia (as applicable), the Province, and the Government of Canada;
- K. Subject to the Limitations, the Parties wish to work collaboratively together in good faith with the MST Nations to share in any benefits and opportunities that may arise in connection with the Event, recognizing that this will require coordination with FIFA, FIFA’s local subsidiary in Canada, signatories to the FIFA agreements in British Columbia (as applicable), the Province, and the Government of Canada;
- L. Vancouver is committed to working collaboratively together in good faith with the MST Nations pursuant to this MOU and in connection with the Event, subject to the Limitations, in a manner informed by and consistent with the Truth and Reconciliation Commission’s Call to Action 91 (“**TRC Call to Action 91**”), which requires that the MST Nations’ protocols be respected leading up to and during the Event, and that the MST Nations be engaged in all aspects of planning and participating in the Event;

- M. Subject to the Limitations, and in accordance with the role of the Province in connection with the Event, the Province commits to working together in good faith with the MST Nations pursuant to this MOU in a manner informed by TRC Call to Action 91;
- N. The Province and Vancouver are committed to working collaboratively together in good faith with the MST Nations pursuant to this MOU and in connection with the Event, subject to the Limitations, in a manner informed by and consistent with:
  - a. their commitment to work in partnership with the Indigenous peoples to embrace and implement the United Nations Declaration on the Rights of Indigenous Peoples (“**UNDRIP**”), the *Declaration on the Rights of Indigenous Peoples Act*, and Vancouver’s UNDRIP Strategy; and
  - b. the minimum human rights and standards for the survival, dignity, and well-being of Indigenous peoples set out in UNDRIP; and
- O. This MOU recognizes the Parties’ commitment to work together collaboratively and jointly with FIFA (as applicable) on all possible aspects of the planning, staging, and hosting the Event, as consistent with their specific roles in the Event.

## **PURPOSE**

- 1. Subject to the Limitations, the purposes of this MOU are to:
  - (a) establish a framework pursuant to which Vancouver can work collaboratively together in good faith with the MST Nations to jointly deliver the Host City obligations related to planning, staging, and hosting of the Event, recognizing that achieving this purpose will require coordination by the Parties with FIFA, FIFA’s local subsidiary in Canada, signatories to the FIFA agreements in British Columbia (as applicable), the Province, and the Government of Canada;
  - (b) provide the basis for Vancouver and the MST Nations to work collaboratively together in good faith to implement TRC Call to Action 91, within the scope of Vancouver’s jurisdiction and authority in connection with the Event;
  - (c) provide the basis for the Province and the MST Nations to work collaboratively together and in good faith to implement TRC Call to Action 91, within the scope of the Province’s jurisdiction and authority in connection with the Event;
  - (d) provide a basis for the Parties to work collaboratively together in good faith to share any benefits and opportunities that may arise in connection with the Event;
  - (e) provide a basis for the Parties to work collaboratively together in good faith to meet the applicable minimum human rights and standards set out in UNDRIP in connection with planning, staging, and hosting the Event;
  - (f) establish a framework for the Province and the MST Nations to work collaboratively together in good faith to explore potential legacy initiatives that are intended to benefit the MST Nations (including with respect to funding these legacy initiatives); and

- (g) continue to advance reconciliation among the Parties in the context of the Parties' collaboration on the Event,

(collectively hereinafter referred to as the "**Purposes**").

## NATURE AND SCOPE OF COLLABORATION

- 2. **Leadership Table and Representatives.** The following individuals will act as leadership representatives for their respective Parties (each, a "**Leadership Representative**") and will form a leadership table (the "**Leadership Table**") to provide oversight and direction to the Technical Table (as defined below):

MST Nations:

Leadership Representatives: Chief of Musqueam  
Chair of Squamish  
Chief of Tsleil-Waututh

Province:

Leadership Representatives: Premier of British Columbia  
Minister of Tourism, Arts, Culture and Sport

Vancouver:

Leadership Representatives: Mayor of Vancouver

- 3. **Technical Table and Representatives.**

- (a) **Technical Table.** The following individuals will act as technical representatives for their respective Parties (each, a "**Technical Representative**"), who will collectively form a committee to carry out the Purposes and objectives under this MOU (the "**Technical Table**");

MST Nations:

Technical Representatives: Major Events Lead from Musqueam  
Major Events Lead from Squamish  
Major Events Lead from Tsleil-Waututh

Province:

Technical Representatives: Executive Director, Marquee Sport Event Branch: Ministry of Tourism, Arts, Culture and Sport

Executive Director, Negotiations and Regional Operations Division: Ministry of Indigenous Relations and Reconciliation

Director of Indigenous Engagement and Participation: Ministry of Tourism, Arts, Culture and Sport

Vancouver:

Technical Representatives: FIFA World Cup 26 Vancouver Host Committee and Secretariat Lead

Senior Director Indigenous Relations

(the Leadership Representatives and the Technical Representatives, collectively hereinafter referred to as the “**Representatives**”, and each a “**Representative**”).

- (b) **Working Group.** The Technical Table may establish a working group (the “**Working Group**”) to develop, subject to the direction of the Technical Table, a plan and strategy for consideration and approval of the Technical Table and Leadership Table to seek commitments for investments and resources from the Government of Canada and certain benefits and rights from FIFA for MST Nations legacy projects in connection with the Event, subject to the Limitations and as consistent with each Parties’ jurisdiction and authorities (including any additional limitations). If such a Working Group is established, it may be tasked by the Technical Table with implementing the plan and strategy approved by the Leadership Table.
4. **Attendance at Meetings.** The Technical Representatives will be entitled to attend Leadership Table meetings, unless otherwise agreed to by the Leadership Representatives. Other members of senior management, support personnel, advisors (including legal counsel), and councillors of the Parties or other individuals that are required to address the business of any particular meeting may also attend Leadership and Technical Table meetings, where and as agreed to by the Representatives.
5. **Meeting Schedule.** The Parties will schedule meetings pursuant to this MOU on a frequency and schedule which accords with the topics for collaboration listed in Section 7, the milestones and objectives that they have agreed to, and are responsive to the Limitations. In doing so, the Parties will:
- (a) schedule Leadership and Technical Table meetings such that it is possible and practical for all required Representatives to attend the meetings;
  - (b) if circumstances arise such that a Technical Representative is not able to attend a Technical Table meeting, the Technical Representatives may choose a delegate to attend, and the meeting may proceed if there is at least one Technical Representative (or delegate) from each Party in attendance at that meeting; and
  - (c) be flexible in amending the scheduled meetings to ensure productive meetings.

6. **Changes of Representatives.** Leadership Representatives may be added, replaced or removed from time to time upon written agreement of the Parties. Technical Representatives may be added, replaced or removed by the Party appointing them provided that Party undertakes an appropriate transition process which minimizes any disruptions in connection with the Parties' ability to implement this MOU.
7. Topics for Collaboration.
  - (a) **All Parties.** Subject to the Limitations, the Parties agree to work collaboratively together in good faith to attempt to reach further agreement(s) in accordance with their specific roles in the Event on the following topics for collaboration in connection with the Event:
    - (i) sharing the benefits and opportunities that may arise in connection with the Event;
    - (ii) sharing written and other information about the Event, in a manner that is consistent with Vancouver's confidentiality obligations under this MOU and to FIFA and FIFA's approval process(es) in connection with those obligations;
    - (iii) developing and implementing a communications protocol in relation to public announcements and media releases by the Parties;
    - (iv) monitoring Event developments;
    - (v) following and/or implementing the MST Nations' protocols applicable to the Event;
    - (vi) discussing how the MST Nations can participate in certain committees and working groups established by the Province and Vancouver in connection with the Event;
    - (vii) discussing with the Government of Canada its involvement, interests, and potential investments in legacy initiatives in connection with the Event and becoming a party to this MOU;
    - (viii) communicating and liaising with other Indigenous governments and/or political organizations at the provincial, national, and international levels, as required and as agreed to by the Parties; and
    - (ix) any other matters the Parties may agree to discuss from time to time in relation to the Event.
  - (b) **Vancouver and MST Nations.** Vancouver and the MST Nations agree to work collaboratively together in good faith to attempt to reach further agreement(s) on the following topics for collaboration in connection with the Event, subject to the Limitations and Vancouver's contractual accountability for delivering and leading operational readiness:

- (i) jointly delivering the Host City obligations related to planning, staging, and hosting of the Event with FIFA, FIFA's local subsidiary in Canada, signatories to FIFA agreements in British Columbia, the Province, and Government of Canada;
    - (ii) connecting the MST Nations and FIFA to discuss securing accreditation for MST Nations' officials in connection with the Event, including tickets to attend the Event and, in particular, the matches; and
    - (iii) co-developing a work plan to ensure an integrated delivery partnership for Indigenous activation opportunities during the Event, including a plan for MST Nations to host an Indigenous pavilion within the Host City footprint at the Pacific National Exhibition for the FIFA Fan Festival during the Event.
  - (c) **Province and MST Nations.** The Province and the MST Nations agree:
    - (i) to work collaboratively together in good faith to attempt to reach further agreement(s) on legacy initiatives in connection with the Event that are intended to specifically benefit the MST Nations, with a particular focus on any or all of the following pillars:
      - (1) sport, physical activity, soccer, and health;
      - (2) tourism and economic development;
      - (3) arts, and culture;
      - (4) environmental sustainability; and
      - (5) human rights, equity, diversity and inclusion, and anti-racism.
8. **Funding:** The Parties recognize to achieve the Purposes, certain funding and resources will be necessary and they agree to work collaboratively on these funding matters as follows:
- (a) the MST Nations acknowledge that the Province has provided \$600,000 to the MST Nations in initial funding to build capacity to pursue the Purposes;
  - (b) the Parties recognize that to achieve the Purposes, further funding and resources (in addition to the initial funding), will be required, and the Parties agree to use good faith efforts to secure funding to help ensure the Parties can collaboratively advance their work pursuant to this MOU and in connection with the Event; and
  - (c) the Province and MST Nations agree to use good faith efforts to secure additional funding for legacy initiatives in connection with the Event further to a process resulting in formal, binding agreements.
9. **Assistance with FIFA Discussions.** Vancouver also recognizes that for the Parties to achieve the Purposes, it will need to play a pivotal role in assisting the MST Nations in accessing certain opportunities that align with their interests, and it agrees, subject to the

Limitations, to support the MST Nations in discussions with FIFA to pursue and participate in such opportunities.

10. **Reporting.** All Parties will report back to their various governments and Councils on matters within their mandates and authorities to seek timely instructions as necessary. The Parties acknowledge that **time** is of the essence as the Event is planned for June-July 2026.

## **GENERAL PROVISIONS**

11. Each of the Parties confirm that they have taken all necessary actions to execute this MOU.
12. Except Section 14, this MOU is not legally binding and therefore, does not create legal rights or obligations on any Party. However, the Parties acknowledge that there will be expectations for good faith efforts by all Parties in the performance of their respective roles and duties, described herein.
13. This MOU does not constitute or imply any contractor relationship, partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties, other than as expressly set out in this MOU. No Party will hold itself out as having the authority to make any commitments on behalf of any other Party. No provision of this MOU is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the Parties.
14. Each Party undertakes and agrees to keep confidential at all times any confidential information, whether or not marked "confidential", provided by another Party, and agrees not to disclose it or make use of it, other than as required for the Purposes, without the prior written consent from the disclosing Party and/or as required by law.
15. This MOU does not affirm, establish, define, limit, alter, abrogate, or derogate from any of the MST Nations' Aboriginal title or rights, and further processes are required to establish the scope and geographic extent of the MST Nations' Aboriginal title and rights.
16. Nothing in this MOU is to be construed as interfering with, or fettering in any manner, the powers, governance, and authorities of any of the Parties.
17. The Province, Vancouver, and the MST Nations each acknowledge and agree that certain actions may be required under existing mandates and new or additional mandates, instructions, and approvals may be required from within their respective jurisdictions to enter into subsequent agreements in connection with the Topics for Collaboration listed in Section 7 and the Funding in Section 8.
18. Additional parties may be added to this MOU if agreed to by all of the Parties in writing.
19. This MOU may only be amended by express agreement of each Party in writing.
20. This MOU may be entered into by each Party signing a separate copy of this MOU and delivering it to the other Parties. When taken together, the copies will be treated as one and the same MOU. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A Party

that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by another Party.

*Signature page to follow.*

**THIS MEMORANDUM OF UNDERSTANDING** is dated and effective this 20 day of September, 2024.

**SIGNED:**

**MUSQUEAM INDIAN BAND**

**SQUAMISH NATION**

  
\_\_\_\_\_  
Chief Wayne Sparrow

\_\_\_\_\_  
Chairperson Khelsilem

**TSLEIL-WAUTUTH NATION**

**GOVERNMENT OF BRITISH COLUMBIA**

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Councillor Curtis Thomas

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Premier David Eby

  
\_\_\_\_\_  
Minister Lana Popham

**CITY OF VANCOUVER**

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Mayor Ken Sim

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**SQUAMISH NATION**

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Chief Wayne Sparrow

  
\_\_\_\_\_  
Chairperson Khelsilem

**TSLEIL-WAUTUTH NATION**

**GOVERNMENT OF BRITISH COLUMBIA**

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Councillor Curtis Thomas

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**CITY OF VANCOUVER**

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Mayor Ken Sim

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**MUSQUEAM INDIAN BAND**

**SQUAMISH NATION**

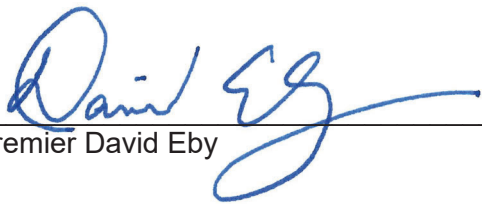
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Chief Wayne Sparrow

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Chairperson Khelsilem

**TSLEIL-WAUTUTH NATION**

**GOVERNMENT OF BRITISH COLUMBIA**

  
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Councillor Curtis Thomas

  
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Premier David Eby

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Minister Lana Popham

**CITY OF VANCOUVER**

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Mayor Ken Sim

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**SQUAMISH NATION**

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Chief Wayne Sparrow

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**CITY OF VANCOUVER**

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Mayor Ken Sim