

**Memorandum of Understanding**  
**Alaska-Canada Rail Link Feasibility Study**

**BETWEEN:**

Government of Yukon as represented by the Premier of the Yukon Territory (“Yukon”)

**AND:**

The State of Alaska as represented by the Governor of the State of Alaska (“Alaska”)

(collectively the “Parties”)

**WHEREAS** the Parties recognize the potential of a rail corridor connection from the State of Alaska, U.S.A. to the Province of British Columbia, Canada, through the Yukon Territory, Canada;

**AND WHEREAS** the Parties support and wish to co-operate in the carrying out and preparation of a feasibility study with respect to such trans-border rail corridor projects;

**AND WHEREAS** the Parties recognize that the Government of Canada and the Government of the United States have legislative jurisdiction with respect to both international and interprovincial railways;

**AND WHEREAS** the Parties support and wish to encourage participation by the Government of the United States, Government of Canada and the Government of British Columbia in the carrying out of the feasibility study;

**NOW THEREFORE** the Parties confirm they have reached the following understanding:

1. The purpose of this Memorandum of Understanding (“this MOU”) is to acknowledge the intent of the Parties to work together in the carrying out of a feasibility study on the proposed Alaska-Canada Rail Link (the “Feasibility Study”) by jointly directing, overseeing, managing and funding the preparation of the Feasibility Study.
2. The Parties will establish an **Alaska-Canada Rail Advisory Committee** (the “Advisory Committee”) on or before May 20, 2005 which will be comprised of equal representation from Yukon and Alaska and which will be co-chaired by the Parties.

3. The primary function of the Advisory Committee will be to provide general oversight to the working group established pursuant to section 4 of this MOU.
4. The Parties will establish a **Management Working Group** (the “Working Group”) on or before May 13, 2005, which will be comprised of equal representation from Yukon and Alaska and which will be chaired by Yukon.
5. The primary function of the Working Group will be to carry out and prepare the Feasibility Study under the guidance of the Advisory Committee.
6. The Parties will invite other governments to become members of the Advisory Committee and Working Group, including the Governments of the United States, Canada and British Columbia.
7. The Parties will invite these governments to appoint a representative to attend meetings of the Advisory Committee and Working Group as observers until such time as they are able become full-time members.
8. As soon as it practical, the Working Group will hire a project manager (the “Project Manager”) to manage and coordinate the work of the Feasibility Study. The Project Manager will be located in Whitehorse, Yukon Territory.
9. The objectives and duties (terms of reference and work plan) of the Advisory Committee and the Working Group will be established by the Parties on or before May 6, 2005.
10. The Parties, through the various functions and work of the Advisory Committee, Working Group and Project Manager will undertake and complete the Feasibility Study on or before June 30, 2006.
11. Phase 1 of the Feasibility Study will assess the feasibility of a rail link between Alaska, Yukon and northern British Columbia in terms of its long term social and economic benefits to the public and will determine the technical and economic feasibility of the identified optimum rail corridors.
12. Upon completion of Phase 1 of the Feasibility Study, the Parties will determine the necessity of a more detailed analysis of the conclusions and recommendations made therein, and if further work is determined to be required, the Parties will jointly negotiate the terms and conditions of a Phase 2 Feasibility Study.
13. The Parties may, by consent in writing, amend this MOU to permit and add other governments as parties to this MOU.
14. This Memorandum shall come into effect when signed by both Parties and will remain in effect until one of the Parties notifies the other with written notice of termination.

**IN WITNESS WHEREOF the Parties have signed this MOU by their duly authorized signatories on the dates noted below.**

**For Government of Yukon:**

**For the State of Alaska:**

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The Honorable Dennis Fentie  
Premier, Yukon Territory

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The Honorable Frank Murkowski  
Governor, State of Alaska