

# Cooperation Protocol

Between

**The Mackenzie Valley Environmental Impact Review  
Board**

**(the “MVEIRB”)**

and

**The Government of the Yukon  
as represented by  
the Development Assessment Process Branch**

**(the “GY”)**

**(hereinafter referred to as the Parties)**

**WHEREAS** the Parties wish to establish a cooperative framework within which each Party can exercise its respective jurisdiction over environmental impact assessment;

**AND WHEREAS** the Parties recognize and acknowledge the obligations of each Party as provided for in the *Mackenzie Valley Resource Management Act* (Canada) and the *Environmental Assessment Act* (Yukon);

**AND WHEREAS** the Parties recognize and respect each other's jurisdiction, including their respective responsibilities for environmental impact assessment;

**AND WHEREAS** the Parties are committed to the exercise of their powers, duties and responsibilities, as provided for under each enabling statute, in a coordinated and cooperative manner;

**AND WHEREAS** the Parties believe that the objectives of their respective environmental impact assessment processes are consistent in both principle and intent;



**AND WHEREAS** the Parties have agreed that cooperative environmental impact assessment processes will be undertaken to minimize duplication of effort, provide for timely review of development proposals and increase certainty for projects with transboundary effects;

**AND WHEREAS** the Parties are aware of the need to give explicit consideration to environmental factors at an early stage in the decision-making process; and

**AND WHEREAS** the Parties support the need for thorough consultation.

## 1. PURPOSE

1.1 This Cooperation Protocol is intended to :

(a) encourage and assist the Parties, when necessary, to cooperatively exercise their respective powers, duties and responsibilities when a project is subject to environmental impact assessment under both the *Mackenzie Valley Resource Management Act* (Canada) and the *Environmental Assessment Act* (Yukon);

(b) foster coordination and communication in order to enable the Parties to effectively discharge their respective powers, duties and responsibilities consistent with the *Coordination of Environmental Assessment Procedures and Requirements Regulations* (Yukon), the *Environmental Assessment Act* (Yukon) and the *Mackenzie Valley Resource Management Act* (Canada); and

(c) contribute to the timely and effective environmental impact assessment of projects subject to the *Environmental Assessment Act* (Yukon) and the *Mackenzie Valley Resource Management Act* (Canada)..

## 2.0 SCOPE

2.1 This Protocol is intended to establish a general cooperative framework between the Parties.

2.2 This Protocol does not create any new legal powers or duties, nor does it alter in any way the powers, duties or responsibilities established by the *Mackenzie Valley Resource Management Act* (Canada) or the *Environmental Assessment Act* (Yukon). If anything in this Protocol conflicts with the powers, duties or responsibilities of either Party, as established in the *Mackenzie Valley Resource Management Act* (Canada) and the *Environmental Assessment Act* (Yukon), the enabling statute shall apply to the extent of the conflict.

2.3 This Protocol is not intended to preclude either Party from entering into such other agreements as may contribute to the effective and efficient discharge of

their respective powers, duties or responsibilities respecting environmental impact assessment.

- 2.4 This Protocol may be expanded, upon the written consent of the Parties, to include additional parties where the inclusion of new parties is consistent with the purpose of this Protocol.

### **3.0 PRINCIPLES FOR COOPERATION**

- 3.1 In order to achieves the purposes of this Protocol the Parties agree to adhere to the following principles:

(a) Notification - timely notice of any matter relevant to this Protocol and any future agreements will be an essential element of the cooperative framework established between the Parties;

(b) Information Sharing - while respecting the requirements of legislation respecting privacy and the rules preventing the disclosure of confidential information, the Parties agree to early, open and complete sharing of information relevant to their environmental impact assessment powers, duties and responsibilities;

(c) Consultation - the cooperative framework established by this Protocol will be enhanced by early consultation and discussion of matters of mutual interest;

(d) Identification of Cooperative Opportunities - the Parties expect to identify other opportunities for cooperation over the term of this Protocol and will explore such opportunities as they arise.

- 3.2 The Parties agree to enter into discussions when one or more projects which do not legally trigger an assessment or review in both jurisdictions is or are likely to cause a significant transboundary effect and in such circumstances, to share information and concerns regarding the project(s).

- 3.3 The Parties agree to notify each other and share information for all projects that are either situated in close proximity to the border of the Yukon and the Mackenzie Valley (as defined in the *Mackenzie Valley Resource Management Act* (Canada)) or for which there is likely to be cross border effects.

### **4.0 RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 The Parties or some members thereof or staff may meet, from time to time, in order to discuss matters of mutual interest and to further the purposes of this

Protocol.

- 4.2 Where consistent with the purposes of this Protocol, the Parties may share perspectives on issues of mutual interest.
- 4.3 The Parties may assist each other by sharing their experience with environmental impact assessment and by sharing technical information such as the results of research on follow up, and the effectiveness of environmental terms and conditions and by other appropriate mechanisms.
- 4.4 The Parties may cooperate by sharing experience and expertise with regard to northern communities, traditional knowledge (subject to confidentiality constraints that may apply), and the environment.
- 4.5 The Parties will explore opportunities for capacity building among their respective staff with respect to the environmental impact assessment of northern mining and oil and gas operations, including where feasible, such actions as secondments and attendance at technical conferences.
- 4.6 The Parties will seek opportunities to cooperate in enhancing the public awareness of their environmental impact assessment processes.

## **5.0 PROJECT SPECIFIC AGREEMENTS**

- 5.1 Where a project is proposed that requires an assessment by Yukon and the MVEIRB, the Parties agree to negotiate a project specific agreement to facilitate the environmental impact assessment of the project.
- 5.2 Any project specific agreement negotiated between the Parties shall be consistent with the the *Environmental Assessment Act* (Yukon) and the *Mackenzie Valley Resource Management Act* (Canada); and the purpose and principles outlined herein.
- 5.3 Project specific agreements shall, to the extent possible, attempt to minimize duplication and result in timely and efficient environmental impact assessment efforts between the Parties.

## **6.0 INFORMATION SHARING**

- 6.1 Where one Party expresses a desire to participate in an environmental impact assessment proceeding of the other Party, the other Party, if it has not already done so pursuant to other provisions of this Agreement, will provide:

(a) relevant information regarding the environmental impact assessment



proceeding, and

(b) relevant information on the proposed project and its possible significant adverse transboundary impacts.

- 6.2 Both Parties will make best efforts to provide each other with any information in their possession to assist the other Party in completing its environmental impact assessment.
- 6.3 To the extent possible, each Party shall ensure that the other Party is aware of public consultation opportunities in its jurisdiction relative to transboundary projects and projects having a transboundary effect.

## 7.0 TERM AND AMENDMENT

- 7.1 Either Party may terminate this Protocol with 30 days written notice to the other Party.
- 7.2 This Protocol shall be in effect until the *Yukon Assessable Activities, Exceptions and Executive Committee Project Regulations (Canada)* made pursuant to the *Yukon Environmental and Socio-economic Assessment Act (Canada)* are made and all assessments of projects requiring assessment in accordance with the *Environmental Assessment Act (Yukon)* are concluded.
- 7.2 This Protocol may only be amended in writing by mutual consent of the Parties.

## 8.0 JURISDICTION

- 8.1 The provisions of this Agreement shall not prejudice any obligations of either Party under international law with regard to activities having an international transboundary impact.
- 8.2 Nothing in this Agreement shall be construed as diminishing or affecting any of the procedural or substantive rights which may be guaranteed under a Yukon First Nation Final Agreement, the Gwich'in Comprehensive Land Claim Agreement, the Sahtu Dene and Metis Comprehensive Land Claim Agreement, the Tli Cho Agreement or the Inuvialuit Final Agreement, or the laws of Canada, Yukon or the Northwest Territories.

## 9.0 NOTICES

- 9.1 Notice under this Agreement may be given in writing:

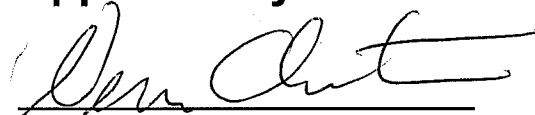
For the MVEIRB to:

Executive Director  
Mackenzie Valley Environmental Impact Review Board  
Box 938, 5102 – 50<sup>th</sup> Avenue  
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X1A 2N7  
Ph (867) 766-7050  
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For the GY to:

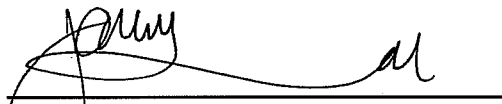
Director,  
Development Assessment Process Branch  
Executive Council Office  
Government of the Yukon  
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Y1A 2C6  
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**Approved by:**



Vern Christensen  
Executive Director  
MVEIRB

Date: 12 April 2005



Jeff O'Farrell  
Director  
Development Assessment Process Branch  
Government of the Yukon

Date: April 12/05