

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

1.1 The purpose of this Memorandum of Understanding (MOU) is to assist the Parties to cooperatively exercise their respective environmental impact assessment duties and powers with respect to projects with the potential for transboundary impacts (as defined in this MOU), minimizing duplication of effort, providing for timely review of project proposals, and increasing certainty for project proponents of projects with the potential for transboundary impacts.

2. COOPERATION AND SHARING OF INFORMATION

2.1 The Parties agree to use best efforts to notify each other and share information when projects with the potential for transboundary impacts are received by one of the Parties.

2.2 The Parties agree to cooperate in their respective assessments of projects with the potential for transboundary impacts. The Parties will provide each other with reasonably obtainable information relating to the environmental and socio-economic impacts of these projects where such information is necessary for the preparation of environmental impact assessment documentation.

2.3 In addition to the opportunities for cooperation expressly referenced in this MOU, the Parties commit to identifying and pursuing additional opportunities for cooperation that may arise during the term of this MOU.

2.4 As considered appropriate, the Parties will consider opportunities for capacity-building amongst their respective staffs, including, where feasible, such actions as shared training, secondments, joint attendance at technical conferences and the like.

2.4 The Parties agree to share or exchange relevant technical information and local and regional knowledge to support one another in the environmental assessment of project proposals with the potential for transboundary impacts.

2.5 To the extent possible, each Party shall keep the other Party informed of public consultation being conducted by that Party in relation to projects with the potential for transboundary impacts and shall give the other Party an opportunity to participate, as appropriate, in such public consultation.

3. CONFIDENTIALITY AND USE OF INFORMATION

3.1 The Parties recognize that in the fulfillment of their respective regulatory functions the Parties are bound by principles of public accountability and transparency. As a result, it is expected that the information received by the Parties in the fulfillment of their mandates will typically be made available on the Parties' respective public registries unless a specific request for confidentiality is received under s. 3.2.

- 3.2 If a Party requests that specific information provided to the other Party should be maintained in confidence, the Parties mutually agree to maintain the confidentiality of that information, as requested or appropriate; providing however, that such requests are consistent with the respective mandates of the Parties as public Boards as affirmed under s. 3.1.
- 3.3 The Parties agree to use the information and advice provided to them by the other Party only as this information and advice was offered and intended, and not for other purposes.
- 3.4 The Party receiving information, advice, or other forms of assistance from the other Party pursuant to this MOU, may, at their sole discretion, determine whether to make use of such information or advice in whole or in part, in their consideration of a project proposal and fulfillment of their respective mandate.

4. EXPENDITURES

- 4.1 Each Party shall be responsible for the costs of their participation in any exchange of information, advice, or other forms of cooperation pursuant to this MOU.

5. NO EFFECT ON OTHER AGREEMENTS

- 5.1 This MOU is not intended to preclude either Party from entering into such other agreements as that Party may consider necessary to contribute to the effective and efficient fulfillment of their respective mandate.

6. LEGAL LIABILITY

- 6.1 This MOU indicates the intention of the Parties but does not create a contractual obligation between them.
- 6.2 This MOU does not create any new legal powers or duties for the Parties, nor does it alter, in any way, the powers and duties established for the Parties under the NLCA or the MVMRA.
- 6.3 Nothing in this MOU or any schedule is intended to create any right or benefit, substantive or procedural, enforceable at law by any person or organization against either Party, its agencies or officers, any agencies or officers carrying out relevant programs authorized under federal, provincial or territorial law, or any other person.

7. OTHER

- 7.1 Nothing in this MOU is intended to impose any additional funding obligations on either of the Parties. Nothing in this MOU is intended to diminish or otherwise affect the authority of either Party to carry out its statutory, regulatory, or other official functions or to commit either Party to providing a particular service it would not otherwise provide in the scope of its individual mission and functions.

8. PRINCIPAL CONTACTS

8.1 The Parties designate the following individuals as principal contacts. Each Party's contact may be changed at its discretion upon notice to the other Party.

For the NIRB: Amanda Hanson, Director of Technical Services

For the MVEIRB: Alan Ehrlich, Manager of Environmental Impact Assessment

9. TERM

9.1 This MOU will remain in force for five (5) years from the Effective Date unless the Parties agree in writing to renew the MOU for successive terms.

10. PUBLIC AVAILABILITY OF MOU

10.1 The Parties shall make this MOU and any amendments publicly available.


11. EFFECTIVE DATE

11.1 This MOU becomes effective as of the date of the last signature of either Party.

12. AMENDMENT OR TERMINATION

12.1 This MOU may be amended at any time with the mutual consent of the Parties. Such amendments shall be added as written addenda to this MOU.

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have signed on the 21 day of February, 2013.



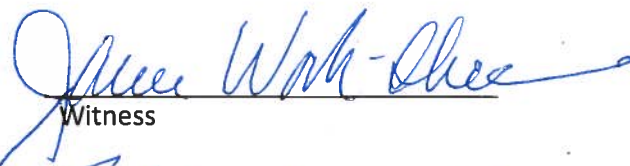
Elizabeth Copland
Chairperson
Nunavut Impact Review Board



Richard Edjericon
Chairperson
Mackenzie Valley Environmental Impact Review Board



Witness



Witness

Feb 21/13

Date

Feb. 21, 2013

Date

