

# **MEMORANDUM OF COOPERATION**

**Between**

**The Mackenzie Valley Environmental Impact  
Review Board**

**and**

**The Environmental Impact Screening  
Committee**

**and**

**The Environmental Impact Review Board**

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**November 15<sup>th</sup>, 2005**

**THIS AGREEMENT ENTERED INTO THIS 15TH DAY OF NOVEMBER, 2005.**

**BETWEEN:**

**THE MACKENZIE VALLEY ENVIRONMENTAL IMPACT REVIEW BOARD**  
(Hereinafter the *MVEIRB*)

**and**

**THE ENVIRONMENTAL IMPACT SCREENING COMMITTEE**  
(Hereinafter the *EISC*)

**and**

**THE ENVIRONMENTAL IMPACT REVIEW BOARD**  
(Hereinafter the *EIRB*)

(Hereinafter collectively referred to as the Parties)

**PREAMBLE**

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

**AND WHEREAS** the Parties acknowledge that the *Mackenzie Valley Resource Management Act* establishes an environmental impact assessment process based on the provisions of the Gwich'in Comprehensive Land Claim Agreement, the Sahtu Dene and Metis Comprehensive Land Claim Agreement and the Tlicho Agreement;

**AND WHEREAS** the Parties agree that the *Canadian Environmental Assessment Act* no longer applies in the Mackenzie Valley except in the limited circumstances outlined in the *Mackenzie Valley Resource Management Act* which are not the subject of this Agreement;

**AND WHEREAS** the Parties recognize the environmental impact screening and environmental impact assessment jurisdiction conferred on the EISC and the EIRB by the *Inuvialuit Final Agreement* including sections 11, 12 and 13;

**AND WHEREAS** the Parties recognize the unique requirements of the environmental impact assessment process under the *Inuvialuit Final Agreement*, including the requirements in subsections 13(13) through (16) of that Agreement;

**AND WHEREAS** the Parties acknowledge the important differences in the scope of environmental impact assessment processes in the Mackenzie Valley and in the Inuvialuit Settlement Region resulting from the provisions of the *Mackenzie Valley Resource Management Act* and the *Inuvialuit Final Agreement* as given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act*;

**AND WHEREAS** the Parties acknowledge the paramountcy of Land Claim Agreements and corresponding enabling federal legislation which prevail over this Agreement to the extent of any conflict or inconsistency;

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

**AND WHEREAS** the Parties are committed to the exercise of their environmental impact screening and environmental impact assessment powers and duties in a coordinated and cooperative manner;

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

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

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

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

**AND WHEREAS** the Parties wish to minimize the significant adverse impacts of development including transboundary development:

**NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. PURPOSE**

1.1 This Agreement is intended to:

(a) encourage and assist the Parties, when necessary and possible, to cooperatively exercise their respective environmental impact screening and environmental impact assessment duties and powers;

(b) foster coordination and communication in order to enable the Parties to effectively discharge their respective environmental impact screening and environmental impact assessment responsibilities;

(c) create a framework within which the Parties may negotiate specific agreements with respect to the environmental impact screening or environmental impact assessment of transboundary developments in the Mackenzie Valley and the Inuvialuit Settlement Region; and

(d) contribute to the timely and effective environmental impact screening and environmental impact assessment of transboundary developments subject to the Parties' jurisdiction in the Mackenzie Valley and the Inuvialuit Settlement Region.

**2. SCOPE**

2.1 This Agreement is intended to establish a general cooperative framework among the Parties and to communicate that framework to the federal and territorial governments, developers and the public.

2.2 This Agreement does not create any new legal powers or duties, nor does it alter in any way the powers and duties established by the *Mackenzie Valley Resource Management Act* and regulations, the *Inuvialuit Final Agreement* or the *Western Arctic (Inuvialuit) Claims Settlement Act*.

2.3 This Agreement is not intended to preclude any Party from entering into such other agreements as may contribute to the effective and efficient discharge of its respective environmental impact screening or environmental impact assessment duties.

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

### **3. PRINCIPLES FOR COOPERATION**

3.1 In order to achieve the purposes of this Agreement the Parties agree to adhere to the following principles:

(a) Notification - timely notice of any matter relevant to this Agreement 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 screening and environmental impact assessment duties;

(c) Consultation - the cooperative framework established by this Agreement 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 Agreement and will explore such opportunities as they arise.

3.2 The Parties agree to notify each other and share information for all developments that are either situated in close proximity to the Inuvialuit Settlement Region – Mackenzie Valley border or for which there is likely to be a transboundary impact.

3.3 The Parties agree to enter into discussions when a development which does not legally trigger an environmental impact screening or environmental impact review in both jurisdictions is likely to cause significant transboundary impacts and in such circumstances, to share information regarding the development.

### **4. RELATIONSHIP BETWEEN THE PARTIES**

4.1 The Parties or some members thereof may meet from time to time at the discretion of their respective Chairs in order to discuss matters of mutual interest and to further the purposes of this Agreement.

4.2 Where consistent with the purposes of this Agreement, and not inconsistent with their respective legal obligations, the Parties may share perspectives on issues of mutual interest.

4.3 The EIRB and the EISC may assist the MVEIRB by sharing their experience as environmental impact screening and environmental impact

assessment tribunals in the Inuvialuit Settlement Region; their lessons learned from environmental impact screening, environmental impact assessment panels and their expertise with respect to Inuvialuit communities and the environment.

- 4.4 The MVEIRB may assist the EIRB and the EISC by sharing its experience with environmental impact screening and environmental impact assessment in the Mackenzie Valley, its lessons learned from environmental assessments and its expertise with regard to Mackenzie Valley communities and the environment.
- 4.5 The Parties may cooperate by sharing experience and expertise with regard to northern communities, traditional knowledge and the environment.
- 4.6 The Parties will explore opportunities for capacity building among respective staffs with respect to the environmental impact screening and environmental impact assessment of northern mining, oil and gas and other development activities.
- 4.7 The Parties will seek opportunities to cooperate in enhancing the public awareness of their respective environmental impact assessment processes and requirements.

## **5. SPECIFIC AGREEMENTS FOR DEVELOPMENTS**

- 5.1 The Parties agree, where appropriate, to negotiate specific cooperation agreements on the environmental impact screening or environmental impact review of developments with transboundary effects.
- 5.2 Any specific agreement negotiated between the Parties shall be consistent with the purpose and principles outlined herein.
- 5.3 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. INFORMATION SHARING**

- 6.1 Where one Party expresses a desire to participate in an environmental impact screening or environmental impact assessment proceeding of one of the other Parties, 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 screening or environmental impact assessment proceeding, and

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

6.2 The Parties will make best efforts to share reasonably obtainable information relating to the potentially affected environment in transboundary developments, where such information is necessary for the preparation of environmental impact screening or environmental impact assessment documentation.

6.3 To the extent possible, each Party shall ensure that the other Party is aware of public consultation opportunities in its own jurisdiction relative to transboundary developments.

## **7. TERM AND AMENDMENT**

7.1 The effectiveness of this Agreement will be reviewed by the Parties after it has been in force for 24 months.

7.2 This Agreement may be renewed by consent of the Parties.

7.3 This Agreement may only be amended in writing by consent of the Parties.

## **8.0 JURISDICTION**

8.1 The provisions of this Agreement shall not prejudice any of the legal rights or interests of any of the Parties.

8.2 This Agreement shall not be construed as diminishing or affecting any of the procedural or substantive rights which may be guaranteed to beneficiaries under any Land Claim Agreement or the laws of Canada.

## **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  
Yellowknife, NT

X1A 2N7  
(867) 766-7050  
(867) 766-7074

For the Environmental Impact Screening Committee and the  
Environmental Impact Review Board to:

Executive Director  
The Joint Secretariat  
P.O. Box 2120  
Inuvik, NT  
X0E 0T0  
(867) 777-2828  
(867) 777-2610

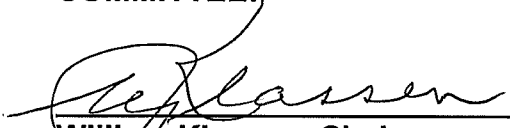
**10. TERMINATION**

- 10.1 Any Party may terminate its participation in this Agreement by giving 30 days Notice in writing to the other Parties.

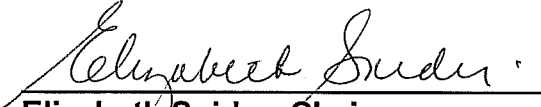
**SIGNED ON BEHALF OF THE MACKENZIE VALLEY ENVIRONMENTAL  
IMPACT REVIEW BOARD:**

  
**Gabrielle Mackenzie-Scott, Chairperson**

**SIGNED ON BEHALF OF THE ENVIRONMENTAL IMPACT SCREENING  
COMMITTEE:**

  
**William Klassen, Chairperson**

**SIGNED ON BEHALF OF THE ENVIRONMENTAL IMPACT REVIEW BOARD:**

  
**Elizabeth Snider, Chairperson**