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EYYOU MARINE REGION IMPACT REVIEW BOARD
COMMISSION DE LA RÉGION MARINE D'EYYOU
CHARGÉE DE L'EXAMEN DES RÉPERCUSSIONS
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MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE NUNAVUT IMPACT REVIEW BOARD,

THE NUNAVIK MARINE REGION IMPACT REVIEW BOARD,

AND THE EYYOU MARINE REGION IMPACT REVIEW BOARD

PREAMBLE:

The Nunavut Impact Review Board (NIRB), the Nunavik Marine Region Impact Review Board (NMRIRB) and the Eeyou Marine Region Impact Review Board (EMRIRB), hereinafter referred to individually as a "Party" or collectively as "the Parties" have determined that:

WHEREAS the NIRB has statutory responsibilities pursuant to Article 12 of the *Nunavut Land Claims Agreement* (NLCA) and the *Nunavut Planning and Project Assessment Act* (NuPPAA), and this includes the authority to conduct ecosystemic and socio-economic impact assessments of project proposals within the Nunavut Settlement Area (NSA) and project proposals which may have significant transboundary ecosystemic or socio-economic impacts potentially affecting the NSA;

WHEREAS the NMRIRB has statutory responsibilities pursuant to Article 7 of the *Nunavik Inuit Land Claims Agreement* (NILCA), and this includes the authority to conduct ecosystemic and socio-economic impact assessments of project proposals within the Nunavik Marine Region (NMR) and project proposals which may have significant transboundary ecosystemic or socio-economic impacts potentially affecting the NMR;

AND WHEREAS the EMRIRB has statutory responsibilities pursuant to Article 18 of the *Eeyou Marine Region Land Claims Agreement* (EMRLCA), and this includes the authority to conduct ecosystemic and socio-economic impact assessments of project proposals within the Eeyou Marine Region (EMR) and project proposals which may have significant transboundary ecosystemic or socio-economic impacts potentially affecting the EMR;

AND WHEREAS Section 10.4.1 of the NLCA, and Section 7.2.5 of the NILCA, and Section 18.2.25 of the EMRLCA and legislation referenced in those sections each provide for the coordination between impact review boards in the discharge of their respective powers, functions and duties with similar institutions having jurisdiction over areas adjacent to their settlement areas;

AND WHEREAS the Parties recognize that project proposals located in the NSA or in the NMR or in the EMR may have significant transboundary impacts outside the area in which they are located and those transboundary impacts may require the NIRB, the NMRIRB and the EMRIRB to coordinate and cooperate in carrying out their respective impact assessment functions as set out in Sections 12.11.1 and 12.11.2 of the NLCA, Sections 7.11.1 and 7.11.2 of the NILCA and Sections 18.11.1 and 18.11.2 of the EMRLCA (projects with the potential for transboundary impacts);

AND WHEREAS the Parties acknowledge the paramountcy of Land Claims Agreements and corresponding enabling federal legislation which prevail over this MOU to the extent of any conflict or inconsistency.

THEREFORE, THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. PURPOSE

1.1 The purpose of this Memorandum of Understanding (MOU) is to assist the Parties to cooperatively exercise their respective 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 ecosystemic and socio-economic impacts of these projects where such information is necessary for the preparation of 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.

2.5 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.

2.6 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.

2.7 When needed a project adhoc committee.

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 or understandings 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, the NILCA or the EMRLCA.

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: Ryan Barry, Executive Director

For the NMRIRB: Mishal Naseer, Regional Planner

For the EMRIRB: Audrey Lapenna, Director

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. Any individual Party may terminate its participation in this MOU upon written notification to the other Parties. Upon receipt of the notification, the MOU is terminated for the Party providing the notification but continues in force for the remaining parties.

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have signed on the 23rd day of December, 2016.



Elizabeth Copland
Chairperson
Nunavut
Impact Review Board



Putulik Papigatuk
Chairperson
Nunavik Marine Region
Impact Review Board



Isaac Masty
Chairperson
Eeyou Marine Region
Impact Review Board