



National Energy Board



Office national de l'énergie

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**THE NUNAVUT IMPACT REVIEW BOARD**

**AND**

**THE NATIONAL ENERGY BOARD**

**PREAMBLE**

The Nunavut Impact Review Board (NIRB) and the National Energy Board of Canada (NEB), 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* and the *Nunavut Land Claims Agreement Act*, S.C. 1993, c.29 (NLCA), including the authority to conduct environmental 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;

AND WHEREAS the NEB is an independent federal agency, established under the *National Energy Board Act*, R.S.C., 1985, c. N-7 (the NEB Act) to regulate international and interprovincial aspects of the oil, gas and electric utility industries in the Canadian public interest, and in particular has regulatory responsibilities for oil and gas exploration and activities in frontier lands, including the NSA;

AND WHEREAS each Party has responsibilities in relation to the assessment, review and monitoring of the exploration, development, production and transportation of oil and gas

developments or pipeline development in the NSA, or outside of the NSA but with potential transboundary impacts within the NSA.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GENERAL

DEFINITIONS

1.0 For the purposes of this MOU these terms will have the following meanings:

“NEB”: means either the “National Energy Board” or “a duly authorized representative of the National Energy Board”, as appropriate.

“NIRB”: means either the “Nunavut Impact Review Board” or “a duly authorized representative of the Nunavut Impact Review Board”, as appropriate.

2. PURPOSE

2.1 The purpose of this MOU is to establish a process where the NIRB and the NEB may share with one another their respective technical expertise and knowledge, as may be required and serves the mutual interest of the Parties.

3.0 COOPERATION AND MUTUAL SUPPORT

3.1 The Parties agree to cooperate in their respective assessments of proposed projects. This includes the sharing of technical expertise and local knowledge as well as assisting with training and stakeholder engagement. Either Party may request the other Party’s advice on any topic related to a proposed project.

3.2 When the NEB receives an application for a proposed project in the Nunavut Settlement area which requires NIRB Screening, the NEB agrees to provide the NIRB with the NEB’s comments and to share its technical expertise and knowledge related to the project and its potential impacts during the NIRB screening process and any resulting review of the project.

3.3 Where the NEB is an Authorizing Agency in relation to a proposed project within the NSA, or with potential transboundary impacts in the NSA, NIRB agrees to provide the NEB with its knowledge related to the project and its potential impacts, upon request by the NEB.

#### 4.0 CONFIDENTIALITY AND USE OF INFORMATION

- 4.1 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, the information received by the Parties in the fulfillment of their mandates is typically made available on the Parties' respective public registries.
- 4.2 Each Party agrees to maintain the confidentiality of the information provided to the other, as requested or appropriate, providing that such requests are consistent with the respective mandates of the Parties as public Boards as recognized under 3.1.
- 4.3 The Parties agree to use the information and advice provided to them by the other Party as this information and advice was offered and intended, and not for other purposes.
- 4.4 The Party receiving information, advice, or other forms of assistance provided by 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 or authorization process. This MOU creates no obligations to otherwise incorporate the information, advice or other form of assistance.

#### 5.0 EXPENDITURES

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

#### 6.0 CAPACITY

- 6.1 The provision of information or assistance by either Party under this MOU is subject to available resources, costs, or capacity at the time the advice or assistance is provided.

#### 7.0 LEGAL LIABILITY

- 7.1 This MOU indicates the intentions of the parties but does not create a contractual obligation between them.
- 7.2 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, agencies or officers carrying out programs authorized under federal or provincial law, or any other person.

8.0 OTHER

8.1 Nothing in this MOU is intended to impose any 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 dual mission and functions.

9.0 PRINCIPAL CONTACTS

9.1 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 NEB: Business Unit Leader, Operations (currently Patrick Smyth)

For NIRB: Director, Technical Services (currently Amanda Hanson)

10.0 TERM

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

11.0 PUBLIC AVAILABILITY OF MOU

11.1 Either Party may make this MOU and any amendments publicly available.

12.0 EFFECTIVE DATE

12.1 This MOU becomes effective as of the date of the last signature of either party.

13.0 AMENDMENT OR TERMINATION

13.1 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.

*E. Copland*

Elizabeth Copland  
Acting Chairperson  
Nunavut Impact Review Board

*G. Caron*

Gaétan Caron  
Chair and CEO  
National Energy Board

*A. J. [Signature]*

Witness

*S. [Signature]*

Witness

*August 9, 2012*

Date

*August 9, 2012*

Date