

MEMORANDUM OF UNDERSTANDING

Between:

The Yukon Environmental and Socio-economic
Assessment Board

- and -

The Mackenzie Valley Environmental Impact Review
Board

September 22, 2026.

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INTRODUCTION AND BACKGROUND

The Yukon Environmental and Socio-economic Assessment Board (YESAB) and the Mackenzie Valley Environmental Impact Review Board (Review Board) (collectively, the “Parties”), have statutory responsibilities to carry out assessments of the potential environmental and socio-economic impacts of various types of projects in the Yukon or in the Mackenzie Valley of the Northwest Territories.

In fulfillment of their respective functions, the Parties have identified that there may be projects located in the Yukon or in the Mackenzie Valley that may include undertakings, works or activities that cross boundaries and/or which may have the potential for transboundary or transregional impacts within the area under the other Parties’ jurisdiction. In such circumstances, the Parties recognize that they may be required to work together to effectively carry out their respective impact assessment functions.

In addition, the Parties have almost two decades of experience working cooperatively to enhance their respective capacities in the delivery of impact assessment programs and contribute to the effectiveness of their proceedings.

This Memorandum of Understanding (MOU) is intended to continue the framework that supports the Parties’ cooperation where there are projects that span jurisdictions and/or other opportunities for collaboration or coordination.

Building on the Prior Agreement

In June 2006, the Parties signed a “Cooperation Agreement”. This MOU replaces the Cooperation Agreement and builds on the Parties’ experience implementing the Cooperation Agreement. This MOU sets out the Parties’ general approach to collaboration and provides the framework for project-specific agreements to be developed as may be required.

Statutory Basis

The jurisdiction, mandate and established processes for the assessment of projects by the Review Board and YESAB are set out in their respective statutes, regulations, policy guidance documents and rules, in accordance with the requirements of applicable Land Claim Agreements. This includes each Parties’ authorities to address potential transboundary and/or transregional impacts, as well as powers and obligations in relation to the assessment of transboundary projects.

YESAB

The Board appointed under section 8 of the Yukon Environmental and Socio-economic Assessment Act (“YESAA”) does not conduct assessments. Rather, under YESAA:

- evaluations are conducted by employees of the Board assigned and authorized to the applicable designated office;
- screenings are conducted by the Executive Committee; and

- reviews are conducted by either a panel of the Board or a joint review panel.

With the exception of processes undertaken under section 93 of YESAA, YESAB can only assess projects which are at least partly located in the Yukon. If a designated office, the Executive Committee or panel of the Board has the authority to assess a project, the matters it is required to consider include the significance of any effects of the project in or outside Yukon.

The Review Board

The Review Board is established under Part 5 of the *Mackenzie Valley Resource Management Act* (“MVRMA”). The Review Board conducts environmental assessments and impact reviews of projects located wholly or partly within the Mackenzie Valley.

Under section 140 of the MVRMA, where a development wholly within the Mackenzie Valley might have a significant adverse impact on the environment in a region outside the Mackenzie Valley, the Review Board may advise the authority responsible for the examination of environmental effects in that region and request its cooperation in the conduct of the assessment.

Under section 141 of the MVRMA, where a development is proposed to be carried out partly in the Mackenzie Valley and partly in another Territory or Province, the Review Board shall to the extent possible coordinate its environmental assessment functions with the functions of any authority responsible for the examination of environmental effects of the development in that region or province.

Under section 142 of the MVRMA, where a development is proposed outside of the Mackenzie Valley (i.e., the Yukon) and there may be significant adverse impact on the environment in the Mackenzie Valley, the Review Board may enter into an agreement with the authority responsible for the examination of the environmental effects of such developments to provide for the participation of the Review Board in the examination of the environmental effects of the development by that authority.

Entering MOUs

The Parties each have a statutory basis that recognizes the importance of entering into agreements, such as this MOU, to support:

- streamlining processes to assess transboundary impacts, to the extent possible; and
- limiting duplication and overlap where there are multiple agencies with impact assessment roles and responsibilities in respect of a given project.

Nothing in this MOU changes the powers and duties of the Parties or their statutory jurisdiction and obligations. This MOU should not be used to interpret YESAA, the MVRMA, or any applicable Land Claim Agreements.

MEMORANDUM OF UNDERSTANDING

This MOU does not create any new legal powers or duties, nor does it alter in any way the powers and duties established by the MVRMA or YESAA.

1. INTERPRETATION

- 1.1. Nothing in this MOU shall be construed as diminishing or affecting any of the procedural or substantive rights which may be guaranteed under any Land Claim Agreements or the federal laws of Canada.
- 1.2. This MOU will be interpreted and applied in a manner that is consistent with the recognition and affirmation of Aboriginal and treaty rights protected by section 35 of the *Constitution Act, 1982*.
- 1.3. To the extent that there are inconsistencies between this MOU and applicable legislation or Land Claim Agreements, the legislation and Land Claim Agreements govern.

Definitions and Acronyms

For the purposes of this MOU, the following key terms are defined as follows:

Acronym / Term	Definition
Environment	Means the components of the Earth, and includes land, water, air, including all the layers of the atmosphere; all organic and inorganic matter and living organisms; and the interacting natural systems that include these components. For purposes of assessments, environment also includes social and cultural components, as well as socio-economic impacts more generally.
Land Claim Agreements	Includes Chapter 12 of the <i>Umbrella Final Agreement</i> (Yukon), individual Yukon First Nations Final Agreements, the Délı̨ne Final Self-Government Agreement, the Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, and the Tłı̨chǫ Agreement.
MVRMA	Means the <i>Mackenzie Valley Resource Management Act</i> , S.C. 1998, c.25 as amended and regulations
Parties	Means the Mackenzie Valley Environmental Impact Review Board established under section 112 of the MVRMA, and the Yukon Environmental and Socio-economic Assessment Board established under section 8 of YESAA
Project (YESAA)	Means an activity that is subject to assessment under section 47 or 48 and is not exempt from assessment under section 49.

Acronym / Term	Definition
Project Specific Agreement	An agreement entered into in accordance with section 8 of the MOU
Review Board	Means the Mackenzie Valley Environmental Impact Review Board established by subsection 112(1) of the MVRMA.
Transboundary and/or Transregional	Refers to something which occurs in both the Mackenzie Valley and Yukon. Transboundary and/or transregional project/development refers to a project/development proposed to occur in both the Mackenzie Valley and Yukon, and Transboundary and/or transregional effect means an effect occurring in both the Mackenzie Valley and Yukon, such as environmental or socio-economic effect.
YESAA	Means the <i>Yukon Environmental and Socio-economic Assessment Act</i> , S.C. 2003, c.7
YESAB	Means the Yukon Environmental and Socio-economic Assessment Board established by section 8 of YESAA and, where the context requires it, the entity or individual empowered to conduct the evaluation or screening under YESAA, as the case may be. Specifically, the Executive Committee is empowered to conduct screenings. In the case of evaluations, this refers to the YESAB employee assigned and authorized by the Board to exercise the powers of the office for the district in which the project is located.
YESAB Assessor	Means the entity empowered to conduct the evaluation or screening, as the case may be. Specifically, the Executive Committee is empowered to conduct screenings. In the case of evaluations, this refers to the YESAB employee assigned and authorized by the Board to exercise the powers of the office for the district in which the project is located.

2. PURPOSE

The purposes of this MOU are to assist the Parties to:

- 2.1 Coordinate project reviews to improve consistency and efficiency across jurisdictions;
- 2.2 Conduct more efficient assessment processes that are rigorous, fair, timely and reflective of northern environmental, social, cultural and economic realities;
- 2.3 Better align information requirements and process steps to improve certainty for proponents, governments, Indigenous organizations and the public;

- 2.4 Facilitate cooperation and the sharing of resources and best practices between the Parties where appropriate;
- 2.5 Encourage and support capacity-building for each Party's staff, including circumstances not explicitly addressed within their respective legislation;
- 2.6 Facilitate the negotiation of project-specific agreements in relation to the assessment of Transboundary and/or Transregional projects.

3. SCOPE AND APPLICATION OF THIS MOU

- 3.1 This MOU establishes a general framework for cooperation, coordination and collaboration between the Parties.
- 3.2 This MOU does not extend to:
 - i) joint review panels established under section 67 of YESAA and section 141 of the MVRMA;
 - ii) reviews conducted by a panel of the (YESAB) Board under YESAA; or
 - iii) activities undertaken by the Executive Committee under section 93 of YESAA.
- 3.3 No new powers or duties are created by this MOU, and the MOU does not change the Parties' existing powers and duties established by YESAA and the MVRMA.
- 3.4 No contractual obligations between the Parties' are created by the MOU. This MOU does not preclude either Party from entering into any other agreements considered necessary for the effective and efficient fulfillment of their respective mandates.

Expenditures and Funding

- 3.6 Nothing in this MOU is intended to impose any additional funding obligation on either of the Parties.
- 3.7 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.

4. GUIDING PRINCIPLES

In order to achieve the purposes of this MOU the Parties agree to the following principles:

- 4.1 Notification – the Parties will provide timely notice of any matter relevant to this MOU and any future agreements. Timely notice will be an essential element of the cooperative framework established between the Parties;
- 4.2 Information Sharing - subject to legislation respecting privacy and the rules preventing

the disclosure of confidential information, the Parties agree to early and open sharing of information relevant to their environmental and socio-economic impact assessment duties;

- 4.3 Early and Open Communication - the cooperative framework established by this MOU will be enhanced by each Party making efforts towards early and open communication with the other Party, and discussion of matters of mutual interest.
- 4.4 Identification of Cooperative Opportunities - the Parties expect to identify other opportunities for cooperation, coordination and collaboration over the term of this MOU and will explore such opportunities as they arise.

5. COOPERATION

- 5.1 The Parties commit to take steps to work together to effectively fulfill their respective mandates and obligations to assess Transboundary and/or Transregional projects.
- 5.2 The Parties will communicate regularly in order to plan for and enhance opportunities for staff and program development and improvement.
- 5.3 The Parties will share information with each other about impact assessment practice and experiences as part of their commitment to improving program delivery.
- 5.4 Other examples of potential cooperation between the Parties under this MOU may include the following:
 - sharing impact assessment best practices and standard operating procedures;
 - sharing technical expertise and local and regional information;
 - considering opportunities for capacity-building amongst staff;
 - conducting workshops and joint training sessions for staff and Board members about common issues;
 - sharing guidance materials regarding the Parties' approach to the assessment of Transboundary and/or Transregional effects;
 - development and adoption of general guidance materials explaining the Parties' approaches to collaborative Transboundary and/or Transregional impact assessments.

6. COORDINATION

- 6.1 The Parties commit to coordination of their respective impact assessment processes, to the extent practicable, and to work together to in the assessment of Transboundary and/or Transregional projects.

- 6.2 The Parties will communicate, and when possible, will coordinate impact assessment efforts to ensure that Transboundary and/or Transregional projects are effectively assessed.
- 6.3 Examples of potential actions to contribute to coordination under the MOU may include the following:
- where each entity is conducting an assessment of a Transboundary and/or Transregional project, coordinating process steps, to the extent practicable;
 - developing and issuing harmonized guidance to participants about the coordination of impact assessment processes of Transboundary and/or Transregional projects; and
 - identifying potential adaptations to each Parties' typical impact assessment processes to facilitate coordination.

7. COLLABORATION

- 7.1 The Review Board and the applicable YESAB assessor, or their delegates, may enter into project-specific agreements to collaborate in the assessment of a Transboundary and/or Transregional project, in accordance and consistent with their respective statutory powers and obligations.
- 7.2 The Parties commit to collaboration in support of achieving the goals of conducting timely, thorough and effective assessments of potential Transboundary and/or Transregional impacts that reflect each Parties' jurisdiction, mandates and objectives.

8. PROJECT-SPECIFIC COORDINATION AGREEMENTS

Notwithstanding any of the exemptions in section 3.2, YESAB and the Review Board may negotiate and enter into project specific agreements on a case-by-case basis as may be consistent with and further the purpose of this MOU.

9. CONTACTS

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

For the Review Board:

Executive Director
Mackenzie Valley Environmental Impact Review Board
Box 938, 5102- 50th Avenue
Yellowknife, NT X1A2N7

(867) 766-7055

For the YESAB:

Executive Director
Yukon Environmental and Socio-economic Assessment Board
Suite 200-309 Strickland Street
Whitehorse, YT Y1A2J9
(867) 668-6420

10. TERM

This MOU will remain in force from the Effective Date until one or both of the Parties provide written notice of their intention to terminate the MOU.

11. REVIEW OF MOU

The Parties agree to review the MOU on a periodic basis so that it remains current and reflects any changes to the Parties' statutory base.

12. AMENDMENT

This MOU may be amended in writing at any time with the mutual consent of both Parties.

13. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have signed on the dates below:



JoAnne Deneron
Chairperson
Mackenzie Valley Environmental
Impact Review Board



Stephen Rose
Chairperson
Yukon Environmental and Socio-Economic
Assessment Board