

**COOPERATING MEMORANDUM of
UNDERSTANDING**

Between

The Mackenzie Valley Land and Water Board

- and -

Parks Canada Agency

(Hereinafter the "Parties")

Preamble

Whereas the Mackenzie Valley Land and Water Board has legislative responsibilities based on the *Mackenzie Valley Resource Management Act*, the Mackenzie Valley Land Use Regulations, the *Northwest Territories Waters Act* and Northwest Territories Waters Regulations, and Parks Canada has legislative responsibilities under the *Canada National Parks Act* and its regulations;

And Whereas the expansion of Nahanni National Park Reserve of Canada and the changes to the *Canada National Parks Act* have implications for the regulation of existing mining access roads;

And Whereas Parks Canada has jurisdiction within the boundary of Nahanni National Park Reserve of Canada and has the authority to issue, manage and enforce the terms and conditions of land use permits and water licences for mining access roads within the Park Reserve boundary;

And Whereas Parks Canada has a cooperative management relationship with the Dehcho First Nations in the management of Nahanni National Park Reserve. This includes recognition of the 2003 Parks Canada – Dehcho First Nations Interim Park Management Arrangement and the role of the cooperative management mechanism - Nah?ą Dehé Consensus Team.

And Whereas the Mackenzie Valley Land and Water Board has jurisdiction under the *Mackenzie Valley Resource Management Act* for land use permitting and water licensing outside of the Park Reserve boundary and within the Mackenzie Valley;

And Whereas these regulatory functions mean that both Parks Canada and the Mackenzie Valley Land and Water Board will be responsible for receiving and deciding on applications for, and potentially issuing, land use permits and water licences for the same projects in adjacent areas;

And Whereas the Parties have agreed to work together to ensure that responsibilities under their respective authorities are carried out in an efficient manner that should minimize duplication of effort, provide for an effective and timely review of applications and increase certainty.

NOW THEREFORE THE PARTIES HAVE AGREED:

1. PURPOSE

This Memorandum of Understanding is intended to:

- (a) Encourage and assist the Parties, where possible, to work together cooperatively in the exercise of their respective legislative duties and powers with respect to (i) the mining access road leading to the Prairie Creek Area, including the sites of storage and other facilities connected with that road or (ii) the mining access road following the existing route from Tungsten to Howard's Pass and any alteration to or deviation from that route, including the sites of storage and other facilities connected with that road;

- (b) Foster coordination and communication in order to enable the Parties to effectively discharge their respective statutory duties and powers;
- (c) Create a framework within which the Parties may negotiate specific agreements with respect to the preliminary screening and regulatory processes of the projects listed under (a);
- (d) Contribute to the timely and effective consideration of applications for, and potential issuances of, licences, permits or authorizations for a use of land or waters or deposit of waste associated with the projects listed under (a); and
- (e) Facilitate ease of participation by proponents and stakeholders.

2. INTERPRETATION

2.1 In this MOU:

“MOU” means this Memorandum of Understanding;

“MVRMA” means the *Mackenzie Valley Resource Management Act*, S.C. 1998, c. 25 as amended and regulations;

“Mackenzie Valley Land and Water Board” means the Mackenzie Valley Land and Water Board established by subsection 99(1) of the MVRMA;

“Parks Canada” means the Parks Canada Agency established under section 3 of the *Parks Canada Agency Act*; and

“Prairie Creek Area” means the area described in Part II of the description of Nahanni National Park Reserve of Canada in Schedule 2 of the *Canada National Parks Act*.

3.0 PRINCIPLES FOR COOPERATION

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

- (a) Notification – timely notice of any matter relevant to this MOU and any future MOUs will be an essential element of the cooperative framework established between the Parties;
- (b) 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 duties and powers;
- (c) Engagement – the cooperative framework established by this MOU will be enhanced by early engagement and discussion of matters of mutual interest; and

- (d) Identification of Cooperative Opportunities – the Parties expect to identify other opportunities for cooperation over the term of this MOU and will explore such opportunities as they arise.

4.0 AREAS OF COOPERATION

4.1 Where a mining access road leading to the Prairie Creek Area, including the sites of storage and other facilities connected with that road, or a mining access road following the existing route from Tungsten to Howard's Pass and any alteration to or deviation from that route, including the sites of storage and other facilities connected with that road is proposed to be carried out in the Northwest Territories, the Parties shall:

- (a) Coordinate the timing of their respective assessment and regulatory functions to the extent possible, having regard to applicable timelines. Functions to be coordinated include but are not limited to:
 - a. Deeming applications incomplete or complete;
 - b. Sending applications to reviewers for comment;
 - c. Developing and distributing work plans;
 - d. Making Preliminary Screening decisions;
 - e. Holding Technical sessions;
 - f. Holding Public Hearings;
 - g. Sending Information requests;
 - h. Requesting Interventions;
 - i. Issuing land use permits, water licences, renewals, amendments, extensions, assignments, and storage authorizations; and
 - j. Processing management plans.
- (b) To the extent practicable, coordinate information requests made to the proponent or others, and harmonize the content of the requests;
- (c) Consider providing opportunities for joint participation of one another in technical review or advisory committees, if any, established by either of them to assist in the assessment and regulatory process;
- (d) To the extent possible, use similar terms and conditions for land use permits and water licences, including management plans;
- (e) Create opportunities for proponents to submit consolidated project descriptions and any supporting documentation with their applications and management plans to avoid redundancy;
- (f) Consider sharing technical resources; and
- (g) Each designate a primary contact person for communication between their respective offices.

5.0 COORDINATION PROVISIONS

5.1 The provisions in this MOU are in furtherance of:

(a) Subsection 24.1(b), subsections 97(2) and (3) and subsection 124(4) of MVRMA.

6.0 TERM AND AMENDMENT

6.1 The effectiveness of this MOU will be reviewed periodically by the Parties.

6.2 This MOU may be terminated by either Party upon 30 days notice in writing.

6.3 This MOU may only be amended in writing by mutual consent of the Parties.

7.0 JURISDICTION

7.1 This MOU is not intended to and does not create any new legal powers or duties, nor does it alter in any way the powers and duties established by or under the MVRMA or the *Canada National Parks Act*.

7.2 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 Claims Agreements or to an Aboriginal people in Canada.

7.3 This MOU is not intended to be and is not a contract or enforceable as such. It does not create legal relations between the Parties.

8.0 NOTICES

8.1 Notice under this MOU may be given in writing:

For the Mackenzie Valley Land and Water Board to:

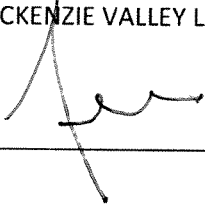
Executive Director
Mackenzie Valley Land and Water Board
7th Floor, 4922 48th St. PO Box 2130
YELLOWKNIFE, NT
X1A 2P6
Telephone: (867) 669-0506
Fax: (867) 873-6610

For Parks Canada to:

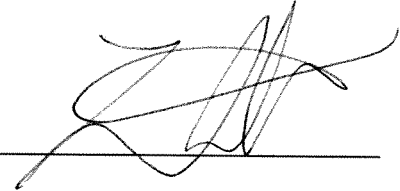
Superintendent, Southwest Northwest Territories Field Unit
P.O. Box 750
FORT SMITH, NT
XOE OPO
Telephone : (867) 872-7943
Fax : (867) 872-3910

AGREED TO THIS 27 day of MARCH, 2012:

FOR THE MACKENZIE VALLEY LAND AND WATER BOARD:

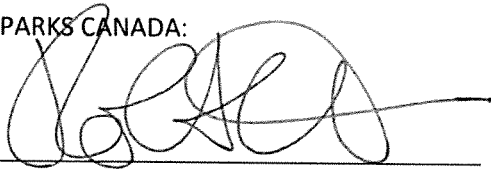


Chair



Witness

FOR PARKS CANADA:



Superintendent,
Southwest Northwest Territories Field Unit
Parks Canada



Witness