

**AGREEMENT FOR AN ENVIRONMENTAL IMPACT REVIEW
OF A NORTHERN GAS PROJECT**

BETWEEN: NATIONAL ENERGY BOARD, as represented by the Chair
AND THE MACKENZIE VALLEY ENVIRONMENTAL IMPACT REVIEW BOARD as represented by the Chair
AND: THE DEH CHO FIRST NATIONS as represented by the Grand Chief
AND: THE INUVIALUIT as represented by the Inuvialuit Game Council
AND: THE GOVERNMENT OF CANADA as represented by the Minister of the Environment

[hereinafter referred to as the Parties]

PREAMBLE

WHEREAS [the proponent] has filed a Preliminary Information Package and applications for land use permits and water licences in the Mackenzie Valley and has indicated its intention to file the necessary applications for a northern gas pipeline project as Defined in Annex I to the Schedule;

AND WHEREAS a significant portion of the Project would be carried out in land and water areas that are subject to land and self-government negotiations currently underway pursuant to a Framework Agreement, Interim Measures Agreement, and Interim Resource Development Agreement signed by the Government of Canada and the Deh Cho First Nations;

AND WHEREAS the Grand Chief of the Deh Cho First Nations has responsibilities on behalf of the Dene and Metis of the Deh Cho to ensure that the Project is fully assessed, and has been given authority by the Chiefs and Presidents of the Deh Cho First Nations to enter into this Agreement;

AND WHEREAS the Inuvialuit Game Council (IGC) represents the collective interests of the Inuvialuit under the *Inuvialuit Final Agreement* (IFA) in the environment and wildlife;

AND WHEREAS the Minister of the Environment has the statutory responsibility for administering the *Canadian Environmental Assessment Act* (CEAA);

AND WHEREAS the Project is within the jurisdiction of the National Energy Board under the *National Energy Board Act* and requires an environmental assessment pursuant to the CEAA;

AND WHEREAS the Mackenzie Valley Environmental Impact Review Board (MVEIRB) has the statutory responsibility for administering Part 5 of the *Mackenzie Valley Resource Management Act* (MVRMA), including environmental assessment and environmental impact review;

AND WHEREAS an application for a Certificate of Public Convenience and Necessity was filed with the Board pursuant to Part III of the NEBA by [name of company] on [date] in respect of the [name] Pipeline project (the Project);

AND WHEREAS the Project is within the jurisdiction of the Parties;

AND WHEREAS the Parties wish to discharge their respective responsibilities respecting the review of the Project while meeting the needs and protecting the interests of the residents of the Northwest Territories and the rest of Canada;

AND WHEREAS the Parties wish to establish an Environmental Impact Review process consistent with the spirit and intent of their respective authorities;

AND WHEREAS the Parties agree that development should occur in a manner that protects the environment from significant adverse environmental impacts; and protects and enhances the social, cultural, and economic well-being of affected residents and communities;

AND WHEREAS the Parties wish to ensure that the biophysical and social, cultural and economic effects of the Project will be thoroughly evaluated and recommendations will be made regarding the acceptability of the Project and any terms and conditions that should be placed on it;

AND WHEREAS the Parties agree that any development should occur in a manner that ensures lasting net gains in environmental integrity by incorporating rehabilitation of past damages while protecting the environment from significant adverse environmental impacts;

AND WHEREAS the Parties agree that any development should bring durable and measurable improvements to the social, cultural and economic well-being of affected residents and communities, in accord with their traditions and preferences;

AND WHEREAS the Parties acknowledge the importance of incorporating traditional knowledge in the Environmental Impact Review of the Project;

AND WHEREAS the Parties are committed to full public participation and consultation throughout the Environmental Assessment and Regulatory processes;

AND WHEREAS the National Energy Board has established processes under the NEBA for assessment of project proposals including the environmental effects of projects within its jurisdiction;

AND WHEREAS the Project requires a public regulatory hearing pursuant to the NEBA;

AND WHEREAS the National Energy Board has referred the Project to the Minister of the Environment for a referral to a review panel in accordance with paragraph 21(b) of the CEEA;

AND WHEREAS the Environmental Impact Screening Committee has made a determination that the Project could have significant negative impacts and has referred the Project to a Review Panel to be established under the CEEA pursuant to subsection 11(15) of the IFA;

AND WHEREAS the Minister of the Environment has determined that a joint review panel should be established pursuant to sections 40 and 41 of the CEEA with the MVEIRB;

AND WHEREAS the MVEIRB has ordered a panel review of the Project and the Minister of Indian Affairs and Northern Development has granted the Review Board permission to enter into a joint review panel with the Minister of the Environment pursuant to paragraph 141(2)(a) of the MVRMA;

AND WHEREAS the Parties have made a firm commitment through this Agreement and otherwise to ensure that the Joint Review Panel will have the authority and capacity to address the requirements of Sections 11, [12 as appropriate] and 13 of the IFA as contemplated by subsection 11(15) of the IFA and will do so;

AND WHEREAS the Parties wish to avoid the unnecessary duplication that might arise from carrying out the environmental impact review requirements separately under the IFA, the MVRMA, the NEBA and the CEEA.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Consultation means undertaking in good faith the following ordered steps:

- (a) providing widespread public notice of the proposal to be the subject of consultation through both print and electronic media;
- (b) providing a reasonable period for any parties to identify their interests in being consulted;
- (c) providing, to the parties to be consulted:
 - (i) a proposal that has not been decided upon;
 - (ii) notice of the matter in sufficient form and detail to allow the party to prepare its views on the matter;
 - (iii) financial resources to obtain any essential technical expertise on the matter;

- (iv) a reasonable period for the party to prepare those views; and
 - (v) an opportunity to present those views to the party having the power or duty to consult.
- (d) considering, fully and impartially, the views so presented;
 - (e) deciding how the proposal should be changed;
 - (f) reporting the final decision with reasons within a reasonable period; and
 - (g) responding to the parties that have been consulted within a reasonable period

Environmental Impact Review means the examination of the Project undertaken by the Joint Review Panel in accordance with the process set out in this Agreement.

ISR means the Inuvialuit Settlement Region as defined in section 2 of the IFA.

Joint Review Panel means the panel established pursuant to this Agreement to conduct the Environmental Impact Review.

Project means the proposed development described in Annex 1 of the Schedule to this Agreement.

Proponent means [company name] that has proposed the Project.

Traditional Knowledge means knowledge and values which have been acquired through experience, observation, from the land or from spiritual teachings, and handed down from one generation to another.

2. GENERAL

Purpose

The purpose of this Agreement is to a single, effective, efficient, and fair process for assessing the Environmental Effects of the Project, including provision for full public participation and consultation.

Nothing in this agreement shall be construed as limiting the ability of the Joint Review Panel to have regard to all considerations that appear to it to be relevant pursuant to Section 52 of the NEBA.

Lands and Self-Government Agreements

The Parties will enter into negotiations to consider appropriate amendments to this Agreement to reflect interim agreements, agreements-in-principle, or final agreements that may be reached in the lands and self-government negotiations now underway between the Deh Cho First Nations and the Government of Canada.

3. RELATIONSHIP OF AGREEMENT TO REGULATORY PROCESSES

The Joint Review Panel shall endeavour to co-ordinate its hearings and establish shared Secretariats and Public Registries with any other regulators responsible for the Project.

4. JOINT REVIEW PANEL

- a) The Joint Review Panel will act as a joint review panel under the CEAA and the MVRMA to make recommendations and as a National Energy Board panel under the NEBA to determine all matters relevant to the applications respecting the Project and falling within the National Energy Board's jurisdiction under the NEBA, the CEAA, and the Terms of Reference. The Review will meet the requirements under the MVRMA, CEAA, and the NEBA.
- b) The Joint Review Panel will have the authority and capacity to meet the requirements of the relevant provisions of sections 11, [12 as appropriate], and 13 of the IFA as contemplated by subsection 11(15).
- c) The Joint Review Panel will carry out its duties and conduct the Environmental Impact Review according to the mandate set out in the Schedule to this Agreement.

Joint Review Panel Membership:

- c) The Joint Review Panel shall consist of 7 members, including a chairperson, appointed according to the following process:
 - i) the Chair of the National Energy Board will select one member:
 - ii) the remaining Joint Review Panel members shall, unless permanent members of the National Energy Board, satisfy the eligibility requirements for temporary members of the National Energy Board. A joint request shall be made by the Minister of the Environment, the Chair of the National Energy Board, the Chair of the MVEIRB, and the Grand Chief of the Deh Cho First Nations to the Minister of Natural Resources to recommend to the Governor in Council the appointment of the proposed members as temporary members of the Board.
 - iii) the MVEIRB will seek nominations and select 2 members;
 - iv) the Deh Cho First Nations will select 2 members;
 - v) the Minister of the Environment will select 2 members, one of whom will be nominated by the IGC according to the Memorandum of Understanding for Inuvialuit participation in the

environmental review of the Project between the Minister of the Environment and the Inuvialuit;

- vi) the Minister of the Environment, the National Energy Board, the MVEIRB, the Deh Cho First Nations and the IGC shall approve the selection of the chairperson from amongst the above members;
 - vii) the Parties will publicly announce the Joint Review Panel membership upon appointment.
- d) The members shall be unbiased, free from any material conflict of interest relative to the Project, and have knowledge, including, as appropriate, traditional knowledge, or experience relevant to the anticipated impacts of the Project on the environment. Panel members will not be employed by the Public Service of Canada, the Public Service of the Northwest Territories, the Inuvialuit Game Council, the Inuvialuit Regional Corporation, or the Deh Cho First Nations.
- e) The members shall be cross-appointed under the CEEA and the MVRMA concurrent with the execution of this Agreement.

Replacing a Panel member

- f) In the event that a member of the Joint Review Panel is incapable of continuing to act as such, the Parties shall determine whether a replacement member should be appointed. Any such replacement member will be selected by the Party whose member has withdrawn, pursuant to subsection c).

Joint Review Panel Orientation

- g) The Parties will provide the Joint Review Panel with an orientation.

Powers of the Joint Review Panel

- h) The Joint Review Panel shall have the powers provided for in section 35 of the CEEA, section 25 and subsection 133(1) of the MVRMA, sections 11, 12, 13, 14 of the NEBA, and as described in this Agreement.
- i) Joint Review Panel members shall enjoy the protection from liability outlined in section 35 of CEEA and section 20 of the MVRMA.

5. REPORTING AND DECISION MAKING

- a) The Joint Review Panel shall prepare and submit a report in accordance with section 4.8 of the Schedule to this Agreement.

- b) The Joint Review Panel report shall be made available to the public at the same time it is provided to the Parties. The Panel report will be published and translated into French and Aboriginal languages, including audio/video formats as required. Prior to the announcement of its release to the public, the Secretariat will place embargoed copies of the report in the communities of Trout Lake, Jean Marie River, Fort Simpson, Wrigley, Tulita, Norman Wells, Fort Good Hope, Tsiigehtchic, Inuvik, and Tuktoyaktuk and in other locations as appropriate to ensure timely availability on public release. The Panel report will be made available to the residents of the named communities immediately following the announcement of the public release of the Panel report. Copies will be available to the general public on request.
- c) Following the submission of its report, the Joint Review Panel shall remain available for conducting further review or for consultation, as may be required under sections 135 and 137 of the MVRMA, or for clarification of any of the recommendations set out in the report, as may be required under subsection 37(1.1) of the CEEA.

Effect of the Decision

- d) In accordance with subsections 136(2) and 137(3) of the MVRMA, a first nation, local government, regulatory authority or department or agency in the Mackenzie Valley and the National Energy Board shall act in conformity with any recommendation accepted by the federal minister, the National Energy Board, and the Deh Cho First Nations within their respective jurisdictions.
- e) In accordance with subsection 37(1.1) of the CEEA, responsible authorities shall act in conformity with the approval of their response to the Environmental Impact Review report by the Governor-in-Council.

6. OTHER

Secretariat

- a) A Secretariat to support and assist the Joint Review Panel will be established by the MVEIRB, the Deh Cho First Nations, the IGC, the National Energy Board, and the Canadian Environmental Assessment Agency (Agency) and funded to fulfill its mandate as described in this Agreement based on annual budgets prepared by the Joint Review Panel.

Public Registry

- b) A public registry will be established and maintained in accordance with the requirements of the CEEA, the IFA and the MVRMA to allow the public continued access to documents related to the Environmental Impact Review. There will be a public registry in Yellowknife, Inuvik, Fort Simpson, and Edmonton; additionally there will be full and complete electronic access to the public registry where documents shall be posted electronically within forty-eight (48) hours of receipt.

Public Information Centres

- c) Public information centres will be established by the Panel at Trout Lake, Jean Marie River, Fort Simpson, Wrigley, Tulita, Norman Wells, Fort Good Hope, Tsiigehtchic, Inuvik, and Tuktoyaktuk as well as any other locations it deems necessary. These public information centres will be administered by the Panel Secretariat.

Change to the Project

- d) Upon reference from the Joint Review Panel pursuant to 4.7 of the Schedule to this Agreement, the Parties may reconsider and amend this Agreement and may provide new directions to the Joint Review Panel as to changes to the Environmental Impact Review.

Participant Funding

- e) Participant funding will be provided for consideration of draft terms of reference, for the preparation of the Environmental Impact Statement, and for subsequent reviews and hearings based on a budget approved by the Parties within thirty (30) days of the signing of this Agreement and allocated by an independent Participant Funding Panel appointed by the Parties prior to the issuance of draft terms of reference, issuance of the Environmental Impact Statement, and commencement of the subsequent reviews and hearings.

Schedules and Annexes

- f) The Schedule and Annexes attached to this Agreement form a part of the Agreement.

Without Prejudice:

- g) This Agreement is made without prejudice to the positions taken by the Parties in any other forum. This Agreement is not to be construed as conferring on, recognizing, denying or derogating from any aboriginal, treaty, constitutional or other rights, benefits, claims or privileges that may be claimed by any of the

Parties, person, or group of persons. This Agreement will not be interpreted to be an agreement or treaty within the meaning of Section 35 of the Constitution Act, 1982. Nothing in this Agreement to be construed as providing any consent, approval or authorization whatsoever by Deh Cho First Nations, in connection with the Project or any part thereof.

7. FINANCIAL RESPONSIBILITY AND LIABILITY UNDER THE IFA

For greater certainty, the establishment of the Environmental Impact Review pursuant to this Agreement does not diminish any financial responsibility or liability for damages Canada or the Proponent may have under sections 13(13) to 13(16) of the IFA.

8. NOTICES

Notices with respect of any matter included in this Agreement shall be provided to:

For the National Energy Board	Chief Operating Officer, National Energy Board
For the Deh Cho First Nations:	the Executive Director, Deh Cho First Nations
For the Inuvialuit:	the Executive Director, Joint Secretariat
For the MVEIRB:	the Executive Director, MVEIRB
For the Minister of the Environment:	the Vice-President, Program Delivery, Agency

9. TERM OF THE AGREEMENT

- a) This Agreement may be signed in counterpart.
- b) The Agreement comes into force on the day it is signed by the last Party.
- c) This Agreement may be amended by the written consent of the Parties.
- d) The Agreement terminates upon agreement of the Parties.

IN WITNESS WHEREOF, the Parties to this Agreement have signed on the _____ day of _____.

THE NATIONAL ENERGY BOARD AS REPRESENTED BY THE CHAIR

THE MACKENZIE VALLEY ENVIRONMENTAL
IMPACT REVIEW BOARD AS REPRESENTED BY THE CHAIR

THE DEH CHO FIRST NATIONS AS REPRESENTED BY THE GRAND CHIEF

THE GOVERNMENT OF CANADA AS REPRESENTED BY THE MINISTER OF
THE ENVIRONMENT

THE INUVIALUIT AS REPRESENTED BY THE INUVIALUIT GAME COUNCIL

SCHEDULE: JOINT REVIEW PANEL MANDATE**1.0 DEFINITIONS**

Cumulative Environmental Effect means the additive and interactive effects of an undertaking with other projects or activities that have been carried out, will be carried out, or are reasonably foreseeable.

Enhancement means action to improve, facilitate, strengthen or increase any positive impact or impacts of the Project on the environment. Enhancement includes clean-up or other correction of existing environmental damage, rehabilitation of damaged ecosystems, and improvement in the scale, durability and equitable distribution of social, economic, recreational, cultural, spiritual, and aesthetic benefits and associated opportunities.

Environment means the components of the Earth and includes:

- (a) land, water and all layers of the atmosphere;
- (b) all organic and inorganic matter and living organisms;
- (c) the social, economic, recreational, cultural, spiritual, and aesthetic conditions and factors that influence the life of humans and communities, and
- (d) a part or combination of those things referred to in paragraphs (a) to (c) and the interrelationships between two or more of them.

Environmental Impact Statement (EIS) means a report prepared by the Proponent according to the direction in the terms of reference referred to in section 4.3.

Follow-up Program means a program for

- (a) verifying the accuracy of the EA of the Project,
- (b) determining the effectiveness of any measures taken to Mitigate the adverse Environmental Effects of the Project and measures taken to enhance the positive Environmental Effects of the Project,
- (c) environmental compliance monitoring; and
- (d) implementing measures to Mitigate adverse Environmental Effects and measures taken to enhance the positive Environmental Effects of the Project identified in (a),(b), and/or (c);

Impact on the environment means, in respect of a project

- a) any change that the project may cause on the environment, and includes
 - (i) any effect of any such change on health and socio-economic conditions, on physical and cultural heritage, on the current and future use of lands and resources for traditional purposes by aboriginal persons, or on any structure, site or thing that is of historical, archaeological, paleontological or architectural significance;
 - (ii) any change to present or future wildlife harvesting;
 - (iii) any change to the social and cultural environment or to heritage resources;
and
- b) any change to the project that may be caused by the environment.

Mitigation means action for the control, reduction, or elimination of an adverse impact of the Project on the environment. Mitigation includes restitution for any damage to the environment caused by such effects through replacement, restoration, compensation, and remedial measures only when all other actions have proved inadequate or impossible.

Public Registry means the registry established pursuant to subsection 6(b) of the Agreement.

2.0 SCOPE OF THE ENVIRONMENTAL IMPACT REVIEW

In carrying out the review, the Joint Review Panel will address the factors outlined in the Annex 2 to this Schedule. The Environmental Impact Review shall have regard to the protection of the environment from the significant adverse impacts of proposed developments and to the protection, enhancement, and durable improvements to the social, cultural and economic well-being of residents and communities, in accord with their traditions and preferences.

The Environmental Impact Review shall give full consideration to traditional knowledge, whether presented orally or in writing. Although a review of the substance or definition of aboriginal rights or a determination of the scope or substance of lands and self-government negotiations are not within the Panel's Terms of Reference, the Panel may consider submissions regarding the relationship between the Project and lands and self-government negotiations.

3.0 SPECIALIST ADVISORS TO THE JOINT REVIEW PANEL

The Joint Review Panel may rely on the scientific, technical, social, ecological, and economic expert services available from government agencies and departments in accordance with subsection 12(3) of the CEEA and section 22 of the MVRMA to provide information on and help interpret technical, scientific and socio-economic issues:

In addition, the Joint Review Panel shall have the authority and financial resources to retain the services of any other independent experts, including traditional knowledge holders, to provide advice on certain subjects within the Joint Review Panel's mandate.

4.0 STEPS IN THE REVIEW PROCESS

The main steps in the review by the Joint Review Panel are as follows:

4.1 Project Description

The Project is as described in the Project Description, as per Annex 1 to this Schedule.

4.2 Conduct of the Environmental Impact Review

Rules of Procedure

- a) The National Energy Board, MVEIRB, the Deh Cho First Nations, the IGC and the Agency will submit jointly draft rules of procedure to the Joint Review Panel concurrent with the execution of this agreement.
- b) The Joint Review Panel will finalize and issue rules of procedure. Any rules of procedure adopted by the Joint Review Panel must be consistent with the National Energy Board Rules of Practice and Procedure, 1995, as amended and made pursuant to Section 8 of the NEBA, the CEEA, the MVRMA and the IFA.
- c) The Joint Review Panel shall consult the public on its rules of procedure.

Public Participation

- e) The Joint Review Panel will conduct its review in a manner that will promote and facilitate public participation.

4.3 EIS Preparation

Prior to the preparation of the draft EIA Terms of Reference, the Joint Review Panel shall visit critical sites along the Project and fly over the entire pipeline corridor to gain a first-hand understanding of the Project and its surroundings. Representatives of the National Energy Board, the MVEIRB, the Deh Cho First Nations, the IGC, the Agency, the general public, and the Proponent may join the Joint Review Panel during the site visit(s).

The National Energy Board, the MVEIRB, the Deh Cho First Nations, the IGC and the Agency will jointly prepare and issue, concurrent with or before the execution of this agreement, draft EIS Terms of Reference. Prior to the finalization by the Parties or the Joint Review Panel of the draft EIS Terms of Reference, the public shall be consulted.

The Joint Review Panel will require the Proponent to prepare an EIS, including an Executive Summary, in accordance with the EIS Terms of Reference.

4.4 EIS Conformity with terms of reference

The Joint Review Panel will consult the public on the EIS. The EIS will be placed in the public registry. The Joint Review Panel will secure verbal or written comments on the conformity of the EIS with the Terms of Reference referred to in subsection 4.3.

Once the Joint Review Panel determines that it has consulted on the conformity of the EIS-it will make a determination of EIS conformity.

If the Joint Review Panel determines that the EIS is not in conformity with the Terms of Reference, it will issue instructions to the Proponent for the submission of the additional information needed to satisfy the Terms of Reference.

The Proponent will submit any additional information necessary to satisfy the Joint Review Panel that the EIS is in conformity with the Terms of Reference.

Once the EIS is in conformity with the Terms of Reference, the Joint Review Panel will proceed to conduct a technical analysis of the EIS.

4.5 Analysis: Adequacy of the EIS

The Joint Review Panel will issue instructions, set a timetable for and supervise the conduct of a process of written information requests (IRs) in order to secure any clarification, explanation or additional technical analyses required of the EIS.

Once the IR process is complete the Joint Review Panel will review the information available on the public registry and comments received from the public and determine whether the information available is sufficient to proceed to the public hearing phase of the process.

The Joint Review Panel shall arrange for a pre-hearing conference in order to assist it in structuring and conducting the public hearings.

A [120] day period is provided for the initial EIS review, determination of conformity, completion of the IR process, in addition to the time taken by the proponent to respond to any IRs.

Once the Joint Review Panel determines the EIS is ready to proceed to a public hearing, at least [60] days notice of the public hearing phase will be provided.

All information received during the conformity and IR process will be placed on the public registry.

4.6 Public Hearings

Once the Joint Review Panel has decided to proceed to public hearings, it will schedule and announce public hearings. The Joint Review Panel shall ~~will~~ at a minimum hold community hearings in Trout Lake, Jean Marie River, Fort Simpson, Wrigley, Tulita, Norman Wells, Fort Good Hope, Tsiigeetich, Inuvik, and Tuktoyaktuk as well as any other ~~these~~ locations it deems necessary. The Joint Review Panel will attempt to schedule the public hearings to maximize the attendance and participation of the public. Technical hearings will be coordinated with the hearings of the regulatory agencies in time and place. The public hearings will be conducted in a manner that ensures a thorough examination of matters relevant to the Joint Review Panel's mandate. The total time allowed for the public hearings process and submission of the Joint Review Panel's report is [12] months subject to review by the Parties and amendment of this Agreement.

4.7 Change to the Project

If, in the opinion of the Joint Review Panel, the Proponent has made a significant change to the Project, the Panel shall refer the change to the Parties as per subsection 6(d) of the Agreement.

4.8 Interpretation, translation, transcript and reporting requirements

All documents prepared and received by the Joint Review Panel or the Proponent will be distributed in both hard-copy and electronic formats and placed on the public registry without delay.

During the Joint Review Panel's proceedings, interpretation services will be provided by the Panel where necessary.

The Joint Review Panel may require the Proponent to translate any documents into French and Aboriginal languages including audio/video formats as it deems necessary. The Joint Review Panel shall arrange for preparation of transcripts of its proceedings in French and Aboriginal languages including audio/video formats as it deems necessary.

The EIS will be submitted to the Joint Review Panel by the Proponent in English. Key sections of the EIS, will be translated by the Proponent and made available in French and in Aboriginal languages, including audio/video formats, as determined by the Joint Review Panel.

The Joint Review Panel's rules of procedure, public notices pertaining to its meetings and hearings, and any decision statements issued by the Joint Review Panel will be available in English, French, and Aboriginal languages, including audio/video formats, as it determines. Issuance of these documents will not be delayed more than one week for translation purposes.

The Joint Review Panel will prepare and provide the Minister of the Environment, the Minister of Indian Affairs and Northern Development, Responsible Ministers, the National Energy Board, the MVEIRB, the Deh Cho First Nations, the Inuvialuit and the Responsible Authorities, a report including, but not limited to, the following:

- a description of the public review process
- a summary of any comments and recommendations received from the public, and
- a rationale, conclusions and recommendations regarding the nature and significance of environmental effects including any mitigation measures and follow-up program.

The Joint Review Panel will determine whether translated documents will be provided as an audio and/or video tape or in written form.

ANNEX 1 TO THE SCHEDULE: PROJECT DESCRIPTION

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**ANNEX 2 TO THE SCHEDULE:
FACTORS TO BE CONSIDERED DURING REVIEW**

The Environmental Impact Review will include a consideration of the following factors:

1. The impact of the Project on the environment, including the impact of malfunctions or accidents that may occur in connection with the Project and any cumulative impact that is likely to result from the Project in combination with other projects or activities that have been carried out, will be carried out, or are reasonably foreseeable.
2. The significance of any such impact;
3. Any comments from the public that are received during the Environmental Impact Review;
4. Measures that are technically and economically feasible and that would mitigate any adverse impacts of the Project on the environment or enhance any beneficial effects of the Project on the environment, including a detailed and explicit comparison of the technical and economic feasibility of all possible measures;
5. The purpose and rationale of the Project;
6. The need for the Project;
7. Alternatives to the Project, including a detailed and explicit comparison of the technical and economic feasibility of all possible alternatives to the Project as well as the “no-go” option, and their impact on the environment;
8. Alternative means of carrying out the Project that are technically and economically feasible and the impact on the environment of any such alternative means, including a detailed and explicit comparison of the technical and economic feasibility of all possible alternatives means;
9. A plan for a follow-up program in respect of the Project, and the requirements of such a program;
10. The capacity of renewable resources that are likely to be significantly affected by the Project to meet existing and future needs;

11. The provision of sustainability assurance and the application of the precautionary principle by determining:
- a) that the selection of a preferred alternative is guided by the desire for maximum overall positive contribution towards the attainment of ecological and community sustainability, both at the local and regional levels;
 - b) how the Project may make a positive overall contribution towards the attainment of ecological and community sustainability, both at the local and regional levels;
 - c) how the planning and design of the Project have addressed the three objectives of sustainable development:
 - i. the preservation of ecosystem integrity, including the capability of natural systems to maintain their structure and functions and to support biological diversity;
 - ii. respect for the right of future generations to the sustainable use of renewable resources; and,
 - iii. the attainment of durable, equitable, and measurable social and economic benefits.
 - d) how monitoring, management and reporting systems will attempt to ensure continuous progress towards sustainability;
 - e) how appropriate indicators have been established to determine whether this progress is being maintained;
 - f) how in designing and operating the Project, priority has been given to strategies that avoid the creation of adverse impacts;
 - g) that control of deleterious outputs or other potentially damaging activity goes beyond current emission standards where warranted by the potential environmental effects;
 - h) that contingency plans address explicit worst-case scenarios and include risk assessments and evaluations of the degree of uncertainty;
 - i) that monitoring programs are designed to ensure rapid response and correction where adverse effects are detected; and,
 - j) that liability and insurance regimes are established that hold the Proponent and its contractors accountable for adverse effects and associated damages, and their limitation and control, throughout the life of the Project, including its decommissioning and rehabilitation.
- 12) Canada's international obligations.

13) In respect of the Inuvialuit Settlement Region recommend:

- a) Terms and conditions relating to mitigation measures that would be necessary to minimize any negative impact on wildlife harvesting, as referred to in paragraph 13(11)(a) of the IFA, including, as far as is practicable, measures to restore wildlife and its habitat to its original state and to compensate Inuvialuit hunters, trappers and fishermen for the loss of their subsistence or commercial harvesting opportunities;
- b) An estimate of the potential liability of the Proponent, determined on a worst case scenario, taking into consideration the balance between economic factors, including the ability of the Proponent to pay, and environmental factors, as referred to in paragraph 13(11)(b) of the IFA.