

MEMORANDUM OF AGREEMENT

for the Establishment of the Northern Gas Project Secretariat to Provide Support to the Panels and Boards with Public Hearing Requirements conducting an Environmental Assessment and Regulatory Review of the Mackenzie Gas Project

BETWEEN:

THE NATIONAL ENERGY BOARD

AND: THE MACKENZIE VALLEY LAND AND WATER BOARD

AND: THE NORTHWEST TERRITORIES WATER BOARD

AND: THE MACKENZIE VALLEY ENVIRONMENTAL IMPACT REVIEW BOARD

AND: THE INUVIALUIT as represented by the Inuvialuit Game Council

AND: THE CANADIAN ENVIRONMENTAL ASSESSMENT AGENCY

AND: THE DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT Hereafter, collectively, "the Parties"

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purpose of the Memorandum of Agreement

This Memorandum of Agreement (MOA) establishes the Northern Gas Project Secretariat (NGPS) to provide administrative support to the Panels and Boards conducting public hearings (Panels *) during the environmental assessment and regulatory review of the Mackenzie Gas Project as contemplated through provisions of the *Cooperation Plan for the Environmental Impact Assessment and Regulatory Review of a Northern Gas Pipeline Project through the Northwest Territories* (Cooperation Plan), dated June 2002. More specifically, the MOA sets out the mandate and core responsibilities, the organizational structure and reporting relationships, and the funding mechanism for the NGPS.

*National Energy Board, the Joint Review Panel, the Mackenzie Valley Land and Water Board and the NWT Water Board

2. Parties to the MOA

As established in the Cooperation Plan, the National Energy Board (NEB), the Mackenzie Valley Land and Water Board (MVLWB) and the Northwest Territories Water Board (NWTWB) will conduct separate regulatory reviews of the Project, coordinated with an environmental impact assessment conducted by a Joint Review Panel. The Joint Review Panel will be established by the Inuvialuit, the Mackenzie Valley Environmental Impact Review Board (MVEIRB) and the Minister of the Environment, who is represented by the Canadian Environmental Assessment Agency (CEA Agency) in this agreement. The Department of Indian Affairs and Northern Development (DIAND) will provide support on matters of financial administration and human resources to the NGPS.

3. Background

Definition of the Project: ConocoPhillips Canada (North) Limited, ExxonMobil, Imperial Oil Resources Ventures Limited, Shell Canada Limited and the Aboriginal Pipeline Group are proposing the Mackenzie Gas Project, as described in their Preliminary Information Package filed with the Parties on 18 June 2003.

Cooperative Review Process: The Parties, in conjunction with other regulatory authorities, have set out various undertakings for a cooperative review process in the Cooperation Plan. These undertakings are implemented through a series of agreements, of which this Agreement is the fourth:

- i) a Memorandum of Understanding, signed on 1 October 2002, between the Minister of the Environment and the Inuvialuit provides that certain measures contained in the *Inuvialuit Final Agreement* will be encompassed in a panel review under the *Canadian Environmental Assessment Act* (CEAA);
- ii) a draft Agreement, released on 7 October 2002, between the MVEIRB, the Inuvialuit and the Minister of the Environment provides for the establishment of a Joint Review Process under the CEAA and the *Mackenzie Valley Resource Management Act* (MVRMA) to be finalized after the MVEIRB completes its environmental assessment process;
- iii) a draft Agreement, nearing completion, between the MVLWB, NEB, NWTWB, Fisheries and Oceans Canada, DIAND, Environment Canada and the Government of the Northwest Territories to coordinate regulatory processes with the Joint Review Process.

4. Mandate of the Northern Gas Project Secretariat

- a) The core mandate of the NGPS will be to provide the following logistical, communications, information management, administrative and technical support to the four Panel processes.
- i) as part of its logistical support, the NGPS will provide services related to transportation and accommodation, public hearing and meeting venues, transcription, translation and any other functions necessary to the efficient running of the review processes. The NGPS will develop, maintain, monitor and report on the overall schedule and panel-specific schedules for all activities related to the review processes.
 - ii) as part of its communications role, the NGPS will manage the delivery of all required communications and public awareness support, including announcements, media relations and public/community involvement activities. This support will include design, translation, production, printing, publication and coordination of all communications products.
 - iii) as part of its information management role, the NGPS will be responsible for the design and provision of a coordinated information management system serving as the single window on project-related information for stakeholders and the public. As part of this duty, the NGPS will establish, operate and maintain an electronic website that links the Panel public registries and public information centres in Yellowknife, Inuvik, Edmonton, and any other communities that may be determined. The NGPS will acquire and maintain the information technology necessary to support the information management functions.
 - iv) as part of its administrative and technical support role, the NGPS will develop and implement plans to access and provide general administration services, as required, to fulfill financial accountability and human resource management requirements. The NGPS will, at the direction of the Executive Committee, secure and coordinate technical support for the Panels by a variety of means. The NGPS will also identify and harmonize areas where common approaches and services can be utilized.
 - v) subject to paragraph b), any other support that the Chairs of the Panels may require.
- b) For clarity, the NGPS will support the success of the Panel but will not influence or interfere with the independent authority of the Panels.

5. Organizational Structure

Executive Committee: The Parties hereby form an Executive Committee to oversee coordination of the review processes. The members of the Executive Committee shall be the Chairs of the Panels, except that, prior to the appointment of the Chair of the Joint Review Panel, senior representatives designated by the MVEIRB, the Inuvialuit and the CEA Agency will be part of the Executive Committee.

Executive Director: An Executive Director (ED), reporting to the Executive Committee for operational matters, will be employed by DIAND to lead the NGPS.

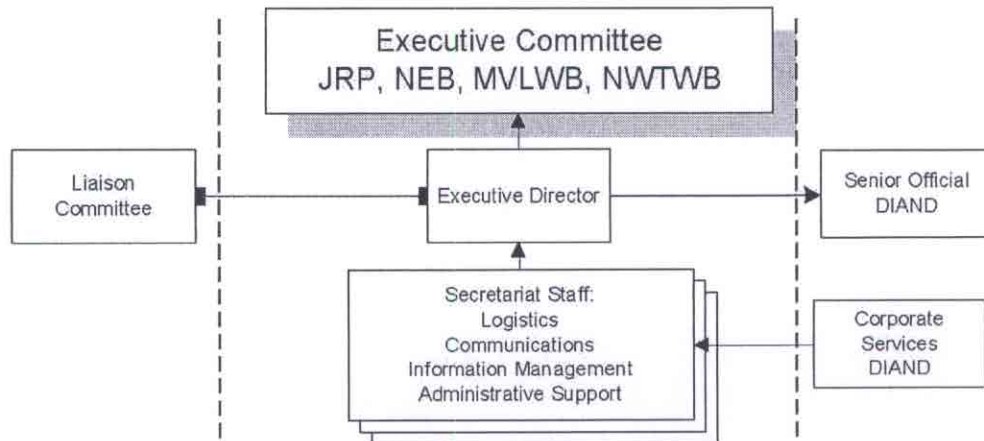
The ED has two primary accountabilities. The ED is accountable to the Executive Committee to determine the service needs of the Panels and take appropriate actions to coordinate and ensure the successful and timely delivery of services to meet those needs in a manner that enhances the public hearing processes. The ED is also accountable to a senior official at DIAND for the management of the financial resources allocated to the NGPS under the *Financial Administration Act* and for the management of the human resources of the NGPS under the *Public Service Employment Act* and the *Public Service Staff Relations Act*.

Staff of NGPS: The ED will recruit a small core group of staff to be responsible for the four areas of logistics, communications, information management, and administrative support. Staff may be employed through DIAND, seconded by any of the Parties, or hired as term or contract employees. Support on matters of financial administration and human resources will be provided to the NGPS by DIAND.

Liaison Committee: Staff from the Parties will form a committee to provide liaison with the NGPS on process-related matters.

Office Location: The main office of the NGPS will be in Yellowknife with a second office located in Inuvik (also, see 4 a) iii)).

Organization - Northern Gas Project Secretariat



6. Sharing of Costs:

DIAND, the CEA Agency and NEB (the Funding Agencies) agree to share the costs of the NGPS in accordance with an agreed upon formula and budget.


7. TERM OF THE AGREEMENT

- a) This Memorandum of Agreement may be signed in counterpart.
- b) The Memorandum of Agreement comes into force on the day it is signed by all the Parties.
- c) The Memorandum of Agreement may be amended by the written consent of the Parties.
- d) Subject to paragraph e), the Memorandum of Agreement terminates upon agreement of the Parties.
- e) The Mackenzie Valley Environmental Impact Review Board, the Inuvialuit and the Canadian Environmental Assessment Agency, or any of them, may decide to withdraw from the Memorandum of Agreement at any time following the release of the Joint Review Panel report.

NGPS – Memorandum of Agreement

IN WITNESS WHEREOF, the Parties to this Agreement have signed on the
8th day of DECEMBER, 2003.

THE NATIONAL ENERGY BOARD


Ken Vollman
Chair

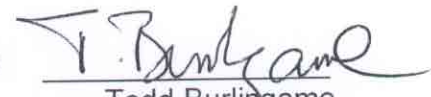
THE MACKENZIE VALLEY LAND AND WATER BOARD


Melody McLeod
Chair


THE NORTHWEST TERRITORIES WATER BOARD


Gordon Wray
Chair

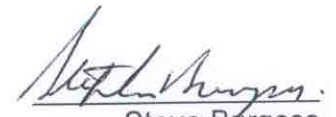
THE MACKENZIE VALLEY ENVIRONMENTAL IMPACT REVIEW BOARD


Todd Burlingame
Chair

THE INUVIALUIT as represented by the Inuvialuit Game Council


Frank Pokiak
Chair

THE CANADIAN ENVIRONMENTAL ASSESSMENT AGENCY


Steve Burgess
Vice President

THE DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS


Lorne Tricoteux
Associate Regional
Director General

