

# DRAFT CANADA-NEWFOUNDLAND AND LABRADOR AGREEMENT ON ENVIRONMENTAL ASSESSMENT COOPERATION

## PREAMBLE

**WHEREAS** the Government of Canada and the Government of Newfoundland and Labrador are both signatories to a *Canada-wide Accord on Environmental Harmonization* (Accord) and its *Sub-agreement on Environmental Assessment* (Sub-agreement);

**WHEREAS** Canada and Newfoundland and Labrador believe that the powers and duties established by the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X, can be exercised in a coordinated and cooperative manner; and

**WHEREAS** Canada and Newfoundland and Labrador agree that when an environmental assessment of a proposed project is required under both the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X, a cooperative environmental assessment will be undertaken in accordance with the Sub-agreement to generate the type and quality of information and conclusions on environmental effects required by both Acts;

**THEREFORE** the Parties agree as follows:

## DEFINITIONS

In this Agreement:

**“Cooperative environmental assessment”** means the environmental assessment of a proposed project where Canada and Newfoundland and Labrador both have environmental assessment responsibilities. The Parties cooperate through the Lead Party’s assessment process to meet the legal requirements of the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X, with a single environmental assessment.

**“Environmental assessment”** means an assessment of the environmental effects of a proposed project conducted in accordance with the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X.

**“Environmental assessment report”** means an environmental impact assessment report prepared by a proponent in a cooperative environmental assessment.

**“Environmental assessment responsibility”** means:

- (a) for Newfoundland and Labrador, a requirement for an environmental preview report, environmental impact statement or environmental assessment board under the *Environmental Protection Act of Newfoundland and Labrador*, Part X; and
- (b) for Canada, a requirement for a screening, comprehensive study, mediation or panel review under the *Canadian Environmental Assessment Act*.

**“Federal approval”** means the exercise of a power or the performance of a duty or function as described in section 5 of the *Canadian Environmental Assessment Act*.

**“Federally regulated authority”** means any person or body, not a federal responsible authority, that has an environmental assessment responsibility under the *Canadian Environmental Assessment Act*.

**“Federal responsible authority”** has the same meaning as in the *Canadian Environmental Assessment Act*.

**“Guidelines”** means for Newfoundland and Labrador, “guidelines” for an environmental preview report or environmental impact statement, as defined in the *Environmental Protection Act of Newfoundland and Labrador*, Part X, and for Canada, the scope of the project, the factors to be considered and the scope of the factors as determined under sections 15 and 16 of the *Canadian Environmental Assessment Act* by a Responsible Authority in the case of a screening or a comprehensive study and by the Minister of the Environment in the case of a public review.

**“Interest”** means the environmental management responsibilities of a Party related to a proposed project, the exercise of which does not require a legislated environmental assessment.

**“Joint review panel”** means a panel to assess the environmental effects of a proposed project, including comprehensive public involvement, that is established by Canada under the *Canadian Environmental Assessment Act*, and by Newfoundland and Labrador under the *Environmental Protection Act of Newfoundland and Labrador*, Part X, the members of which are appointed by both Parties.

**“Lead Party”** has the same meaning as in the Sub-agreement and is determined as per clause 14 of this Agreement.

**“Party”** means either Newfoundland and Labrador or Canada.

**“Project”** means an “undertaking” as defined in the *Environmental Protection Act of Newfoundland and Labrador* or a “project” as defined in the *Canadian Environmental Assessment Act*.

**“Provincial release”** means an environmental assessment approval under Part X of the *Environmental Protection Act of Newfoundland and Labrador*.

## **INTERPRETATION**

1. Neither Canada nor Newfoundland and Labrador give up any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.
2. This Agreement:
  - (a) creates an administrative framework within which the Parties can cooperatively exercise their respective powers and duties established by the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*;
  - (b) is a public document that is to be read and interpreted in a manner consistent with the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*, and all other federal and provincial legal requirements, including, but not limited, to legislative requirements; and
  - (c) does not create any new legal powers or duties nor does it alter the powers and duties established by the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*, and is not legally binding on the Parties.

## **SCOPE OF APPLICATION**

3. This agreement applies to any person or body that is subject to the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*, and their regulations.

## **OBJECTIVE**

4. The objectives of this Agreement are to:
  - (a) foster cooperation between the Parties concerning the environmental assessment of proposed projects; and
  - (b) describe the roles and responsibilities of the Parties in implementing cooperative environmental assessments, thereby achieving greater efficiency and effectiveness in the use of public and private resources.

## DESIGNATED OFFICE

5. (1) Each Party will designate an office to be responsible for:
- (a) jointly implementing and administering this Agreement, including developing joint operational procedures as needed;
  - (b) facilitating consultation and cooperation between the Parties on general environmental assessment matters and in relation to proposed projects under environmental assessment review;
  - (c) coordinating and facilitating contact and communication on general environmental assessment matters with government departments and agencies, potential proponents, First Nations communities, and the general public; and
  - (d) reviewing at least annually the implementation of this Agreement and the effectiveness of the cooperative environmental assessments undertaken.
- (2) The designated offices will consult on the interpretation and application of this Agreement and cooperate to resolve differences. They will meet as required to monitor the efficiency and effectiveness of the Agreement and review comments from departments, proponents and the public on the operation of the Agreement.
6. Newfoundland and Labrador's office will be the Environmental Assessment Division of the Department of Environment and Conservation in St. John's, Newfoundland and Labrador (Newfoundland and Labrador's Office). Canada's Office will be the Canadian Environmental Assessment Agency office in Halifax, Nova Scotia (Canada's Office). Each Party will notify the other Party of any change in its designated office.

## PRELIMINARY CONSULTATIONS

### Advice to Proponents

7. The Parties will advise proponents at the earliest opportunity about the potential for a cooperative environmental assessment of a proposed project.
8. (1) The Parties will consult and work with each other and proponents as early as possible to ensure that the information needed to identify the Parties' environmental assessment responsibilities is included in any project description under the *Canadian Environmental Assessment Act* or registration under the *Environmental Protection Act of Newfoundland and Labrador and Labrador, Part X*.
- (2) Each Party will include the other Party's information requests in the guidance that it provides to proponents regarding any project description under the *Canadian Environmental Assessment Act* or project registration under the *Environmental*

*Protection Act of Newfoundland and Labrador, Part X* and will provide a copy of such guidance to the other Party.

## **Sharing Information**

9. (1) The Parties will notify each other in a timely manner about proposed projects that are potentially subject to a cooperative environmental assessment and provide access to relevant information about the projects.

(a) When Newfoundland and Labrador's Office receives a project registration under the *Environmental Protection Act of Newfoundland and Labrador, Part X* or becomes aware of a proposed project, it will provide any relevant information about the project to Canada's Office at the earliest opportunity; and

(b) for a proposed project in Newfoundland and Labrador subject to the *Canadian Environmental Assessment Act*, that is likely to require registration under the *Environmental Protection Act of Newfoundland and Labrador, Part X*, the federal responsible authority or the federally regulated authority will inform Canada's Office of the project and Canada's Office will ensure that any project description or other documentation is provided to Newfoundland and Labrador's Office at the earliest opportunity.

(2) The notified Party will identify, in a timely manner, the information that will likely be needed by that Party to identify its environmental assessment responsibilities and the extent to which that Party may wish to participate in further consultations with the proponent.

(3) The Parties may jointly specify in writing the types of proposed projects for which notification is not required.

## **Determining Environmental Assessment Responsibilities**

10. The Parties agree to determine, as soon as is practicable and within the time frames set out in legislation, regulation or operational policy statements, whether they have an environmental assessment responsibility in relation to a proposed project and to notify each other as early as possible upon making this determination.

11. If either Party believes it may have an environmental assessment responsibility, but the project description or registration documents lacks sufficient information to permit a final determination, that Party will request additional information from the proponent and provide a copy of the information request and the proponent's response to the other Party.

12. Where one Party has an environmental assessment responsibility and the other

Party believes that it may have an environmental assessment responsibility but has not yet made a determination, the Party that has yet to make a determination will participate in the environmental assessment until it has made a determination. The information needed to make a determination may be obtained as provided for in clause 11.

## **CO-OPERATIVE ENVIRONMENTAL ASSESSMENTS**

**13.** (1) Where each Party has determined that it has an environmental assessment responsibility for a proposed project, the Parties agree that a cooperative environmental assessment will be undertaken.

(2) A cooperative environmental assessment of a proposed project will be administered by the Lead Party in a manner that enables both Parties to meet their legal requirements and ensure that the cooperative environmental assessment:

- (a) generates the type and quality of information required to satisfy both the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*; and
- (b) provides findings on the environmental effects required for decision making by both Parties.

## **DETERMINING LEAD PARTY**

**14.** (1) The Lead Party for the purposes of cooperative environmental assessments will generally be determined as follows:

- (a) Canada will be the Lead Party for proposed projects on federal lands where federal approvals apply;
- (b) Newfoundland and Labrador will be the Lead Party for proposed projects on lands within its provincial boundary, not covered under clause 14(1)(a) where there is a requirement for environmental assessment approvals under Part X of the *Environmental Protection Act of Newfoundland and Labrador*, and
- (c) For any proposed project not covered under clauses 14(1)(a) and 14(1)(b), the Lead Party will be determined by mutual agreement of the Parties.

(2) If a Party believes that it would be in the best interest of a cooperative environmental assessment to vary the Lead Party from the arrangements in clause 14(1), that Party may notify the other Party and include with the notice a proposal for varying the lead. The Lead Party will be varied only as agreed to by the Parties.

(3) In the notice referred to in clause 14(2), the Party will provide its rationale for

suggesting a variance based on an evaluation of any of the following criteria:

- (a) scale, scope, and nature of the environmental assessment;
- (b) capacity to administer the assessment including available resources;
- (c) physical proximity of the government's infrastructure;
- (d) effectiveness and efficiency;
- (e) access to scientific and technical expertise;
- (f) ability to address client or local needs;
- (g) interprovincial, inter-territorial or international considerations; or
- (h) existing regulatory regime, including the legal requirements of quasi-judicial tribunals.

## **SINGLE CONTACTS**

**15.** (1) Each Party will identify a single contact to carry out the responsibilities listed in clause 15(4), for the cooperative environmental assessment or phases of the assessment, and will communicate this promptly to the other Party.

(2) Newfoundland and Labrador's contact for a proposed project will be Newfoundland and Labrador's Office.

(3) Canada's contact will be Canada's Office which will act as the federal environmental assessment coordinator unless confirmed otherwise by Canada's Office to the Newfoundland and Labrador Office.

(4) Each Party's contact will:

- (a) coordinate that Party's participation in the cooperative environmental assessment;
- (b) contact relevant departments and agencies in their respective governments to confirm the Lead Party, as determined by clause 14(1), or give notice that the Parties have agreed to vary the Lead Party in accordance with clause 14(2);
- (c) work with the other contact to resolve process and content issues that may arise during the cooperative environmental assessment;
- (d) coordinate the Party's consultation with the other Party, the proponent, and the

public on matters pertaining to the cooperative environmental assessment; and

- (e) make best efforts to ensure that Party meets the timelines established for the cooperative environmental assessment.

## **JOINT ASSESSMENT COMMITTEE**

**16.** (1) There will be a Joint Assessment Committee to manage each cooperative environmental assessment, comprised of the Party contacts and other government representatives the Parties may assign, and will be chaired by the Lead Party.

(2) The Joint Assessment Committee is responsible for:

- (a) establishing a mutually agreeable schedule for completion of each stage of assessment and ensuring that best efforts are made to adhere to it;
- (b) establishing mutually agreeable guidelines for assessing the environmental effects of the proposed project;
- (c) determining the completeness of the environmental assessment information and report;
- (d) analyzing and reporting on the findings of the environmental assessment report;
- (e) coordinating, to the extent possible, the timing of environmental assessment decisions and the announcement of such decisions; and
- (f) other related functions as determined by the Joint Assessment Committee.

(3) The Joint Assessment Committee may seek input from advisors as required to meet its responsibilities.

(4) In preparing the schedule for the cooperative environmental assessment or before changing an established schedule, the Joint Assessment Committee will consult with the project proponent.

## **PUBLIC PARTICIPATION**

**17.** The Joint Assessment Committee for cooperative environmental assessments will provide for the following notifications and opportunities for public participation:

- (a) access to information and public registry pursuant to legislated requirements;
- (b) review of draft guidelines and provision of comments to the Parties;



- (c) review of the environmental assessment report and provision of comments to the Parties;
- (d) review and comment on other relevant documents as may be determined by the Joint Assessment Committee or by legislated requirements.

## **GUIDELINES**

**18.** (1) The Joint Assessment Committee will consolidate the information requirements of both Parties into a single set of draft guidelines for the cooperative environmental assessment, such that the legal requirements of both the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X, are satisfied.

(2) Definitions used in guidelines may be taken from the *Canadian Environmental Assessment Act* or the *Environmental Protection Act of Newfoundland and Labrador*, Part X, or a combination of the two such that the legal requirements of both Acts are satisfied.

(3) Once draft guidelines have been agreed to by the Joint Assessment Committee, the Lead Party will issue the draft guidelines for public review and comment in accordance with any requirements of the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X. Following that and any necessary revisions by the Joint Assessment Committee, the Lead Party will issue final guidelines to the project proponent and make them available to the public.

## **ENVIRONMENTAL ASSESSMENT REPORT AND RECOMMENDATION**

**19.** (1) On receipt of the proponent's environmental assessment report, the Lead Party will announce its receipt and make it available for review and comment to the Joint Assessment Committee, relevant government departments and the public.

(2) The Joint Assessment Committee will review the environmental assessment report and comments received to determine its completeness in regard to the information requirements set out in the guidelines and whether additional information is needed to meet decision-making needs. If necessary, the Joint Assessment Committee will consolidate deficiencies into one document and issue the agreed upon deficiency document to the proponent. The Lead Party will notify the proponent and the public once the environmental assessment report has been accepted as complete.

(3) Once the Joint Assessment Committee is satisfied that the environmental assessment report is complete, it will analyze the report and make a recommendation to the Parties on the environmental acceptability of the proposed project.

(4) The Parties may then make their separate environmental assessment decisions in accordance with the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*.

## **ADDITIONAL INFORMATION**

**20.** Where a Party determines that the information it requires to fulfill its legal obligations will not be provided by the cooperative environmental assessment, that Party, while continuing to participate in the cooperative environmental assessment, will document its information needs in relation to its legal responsibilities, provide this to the Lead Party, and identify its intention to collect this information independently so that implications for the schedule determined in clause 16(2)(a) can be considered.

**21.** The Parties will confirm when their respective requirements for information have been met in accordance with the guidelines, any identified deficiencies and any additional information outlined in clause 20.

## **JOINT REVIEW PANELS**

**22.** (1) For a cooperative environmental assessment, when Newfoundland and Labrador is considering the appointment of a board under the *Environmental Protection Act of Newfoundland and Labrador, Part X*, to hold public hearings on the proposed project, or when Canada is also considering the referral of the project to a review panel pursuant to the *Canadian Environmental Assessment Act*, the appropriate Party will provide immediate notification of its intention to the other Party and consult on the possible establishment of a joint review panel for the project.

(2) If the Parties agree that a joint review panel can be established in a manner that satisfies the requirements of both the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*, they will enter into a project specific agreement respecting the establishment of a joint review panel and the manner in which the cooperative environmental assessment is to be conducted.

(3) The agreement referred to in 22(2) is to contain the provisions necessary to satisfy the requirements of the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador, Part X*, and may contain additional provisions respecting the operation of the joint review panel, the establishment of a panel secretariat to provide administrative and procedural support to the joint review panel, cost sharing, assistance provided to participants in the hearing process in accordance with the Parties' legislation and policies, the expected time frame for completion of the work by the joint review panel and any other matter that the Parties agree is necessary for the proper conduct of the work by the joint review panel.

**23.** Where a panel secretariat is established, the panel secretariat will be the single contact for the panel for Newfoundland and Labrador and Canada.

**24.** All documents produced by a joint review panel, including its final report, will take account of and reflect the views of all the members of the panel.

**25.** The joint review panel's final report will be conveyed to the Parties as recommendations only.

**26.** The Parties will discuss the joint review panel findings and recommendations prior to Canada exercising any power, duty, or function in respect of the proposed project and Newfoundland and Labrador making decisions under section 72(4) of the *Environmental Protection Act of Newfoundland and Labrador*, Part X.

## **COORDINATION OF DECISIONS AND ANNOUNCEMENTS**

**27.** The Parties will use the information generated by the cooperative environmental assessment, and any additional information obtained as per clause 20, for the purposes of their respective decision making provided that each Party is of the opinion that the information generated in the process meets the requirements of its environmental assessment legislation.

**28.** The Parties will endeavor to coordinate the timing of decisions and announcements to the extent possible throughout the conduct of the cooperative environmental assessment.

**29.** Upon completion of a cooperative environmental assessment, each Party will notify the other of project decisions and provide an opportunity to coordinate the announcement of such decisions.

**30.** To the extent possible, neither Party will communicate its decision directly to the proponent or the public without prior notification to the other Party.

## **MITIGATION AND FOLLOW-UP**

**31.** Where a cooperative environmental assessment leads to the approval of a proposed project by Newfoundland and Labrador and Canada, subject to identified mitigation measures, monitoring and follow-up requirements or any other terms and conditions, the Parties will communicate and may coordinate their respective requirements if any, where it is possible and mutually advantageous to do so. A project-specific agreement may be developed between the Parties to confirm the cooperative arrangements in this regard.

## ACCOMMODATING INTEREST

**32.** Where one Party has an environmental assessment responsibility respecting a proposed project and the other Party has an interest, the Party with the environmental assessment responsibility:

- (a) will provide opportunities for the Party with an interest to review the environmental assessment information and provide comments; and
- (b) may submit a request for technical advice and comments within the mandate of the Party with an interest, which that Party will provide subject to resource limitations. The Parties agree to coordinate a request through their designated offices.

**33.** Nothing in this Agreement is intended to limit the opportunities of either Party to access information or provide input about a proposed project afforded by the participatory nature of the processes administered under both the *Canadian Environmental Assessment Act* and the *Environmental Protection Act of Newfoundland and Labrador*, Part X.

**34.** (1) Where Canada intends to develop a model class screening report pursuant to *Canadian Environmental Assessment Act* affecting projects in Newfoundland and Labrador, Canada will notify Newfoundland and Labrador early in the process of developing the report and provide Newfoundland and Labrador with an opportunity to participate in the process.

(2) Where Newfoundland and Labrador intends to develop a class screening report pursuant to Part X of the *Environmental Protection Act of Newfoundland and Labrador* affecting projects in Newfoundland and Labrador, Newfoundland and Labrador will notify Canada early in the process of developing the report and provide Canada with an opportunity to participate in the process.

## CONSIDERATION OF ABORIGINAL INTERESTS

**35.** The parties recognize the constitutional protection given to existing Aboriginal and Treaty rights by section 35 of the Constitution Act, 1982.

**36.** The Parties will ensure that any potentially affected Aboriginal group is notified to determine whether it has concerns about the proposed project and to establish whether it wishes to participate in the cooperative environmental assessment. The Parties will then discuss potential opportunities for participation in the cooperative environmental assessment of any Aboriginal group wishing to participate in the process.

**37.** For the purpose of clause 36, potentially affected Aboriginal group:

- (a) includes, for Canada, any Aboriginal persons whose current use of lands and resources for traditional purposes has the potential to be affected by the environmental effects of the proposed project; and
- (b) means, for Newfoundland and Labrador, any Aboriginal group which has either a recognized legal right or an accepted claim to lands or resources in the province, which lands or resources may be affected by the environmental effects of the proposed project.

**38.** This Agreement does not apply to environmental assessment processes pursuant to an established land claim or Aboriginal self-government agreement.

**39.** This Agreement may be revised to reflect comprehensive land claim agreements or Aboriginal self-government agreements that are given effect by legislation.

**40.** The Parties agree to share the principles of the Accord, the Sub-agreement, and the provisions of this Agreement with Aboriginal groups when negotiating environmental assessment regimes pursuant to land claim or self-government agreements.

## **TRANSBOUNDARY CONSIDERATIONS**

**41.** Where Canada has obligations pursuant to an international agreement with respect to the environmental assessment of certain proposed projects that are subject to a cooperative environmental assessment, Canada will notify and discuss its obligations with Newfoundland and Labrador to ensure compliance of the cooperative environmental assessment with the international commitments.

**42.** Where a project in Newfoundland and Labrador, which is subject to a cooperative environmental assessment, may cause significant adverse environmental effects on another province or territory in Canada, the Lead Party will ensure that the potentially affected province or territory is informed and consulted with during the conduct of the cooperative environmental assessment.

**43.** Where Canada becomes aware of potential transboundary concerns relating to a project within the meaning of sections 46, 47 or 48 of the *Canadian Environmental Assessment Act*, whether the project is situated in Newfoundland and Labrador or in another jurisdiction with potential transboundary effects in Newfoundland and Labrador:

- (a) Canada's office will promptly notify Newfoundland and Labrador's office of the transboundary concerns;
- (b) upon notification, as referred to in paragraph (a), the Parties agree to exchange information relating to the project, the transboundary concerns, and any assessment of the environmental effects of the project; and

- (c) for projects in Newfoundland and Labrador, Canada will consider any available information generated by an assessment of the environmental effects of the project conducted under the *Environmental Protection Act of Newfoundland and Labrador*, Part X before taking final action under sections 46, 47 or 48 of the *Canadian Environmental Assessment Act*.

## **DISPUTE MANAGEMENT**

**44.** (1) The Parties will make every reasonable effort to agree on the interpretation and application of this Agreement, including but not limited to the scope of the project, the factors and scope of factors to be assessed, the completeness and adequacy of information, the significance of environmental effects, matters relating to process, or any other matter related to a cooperative environmental assessment.

(2) Should a difference in view between the Parties arise on any of the matters referred to in paragraph (1), the Parties will, to the extent possible, seek to resolve the difference at a working level.

(3) All reasonable efforts will be made to resolve a difference at a working level. These efforts will include the use of all appropriate means as may be described in operational procedures developed by the Parties. Where these efforts are unsuccessful, the designated offices will, where both offices agree, convene a meeting of the Parties, at a senior level, within ten working days of the difference being brought to the attention of the two offices to seek a resolution of the difference or to agree on a process for resolving the difference.

(4) If after a period of time agreed to by the senior officials at the onset of the dispute resolution procedures outlined in paragraph (3), the dispute has not been resolved, the matter may be referred to the President of the Canadian Environmental Assessment Agency and the Deputy Minister for the Newfoundland and Labrador Department of Environment and Conservation, where they both agree, to facilitate resolution of the issues by the Parties, within a specified time frame.

(5) The Parties recognize that this dispute resolution process does not fetter the authority of a federal responsible authority or a federal regulated authority under the *Canadian Environmental Assessment Act* or the authority of the Minister of Environment and Conservation under the *Environmental Protection Act of Newfoundland and Labrador*, Part X.

## **DURATION OF AGREEMENT**

**45.** This Agreement will be in force for a period of five years from the date of its execution at which time it will either be renewed by mutual agreement, with or without revisions, or allowed to terminate.

**46.** Prior to expiration and renewal of the Agreement, the Parties will evaluate the effectiveness of the Agreement in meeting its objective. The evaluation may include opportunities for public consultation if required by either of the Parties.

**47.** This Agreement may be revised at any time by mutual consent.

**48.** Following consultations between the Parties, this Agreement may be terminated by either Party, 45 days after written notice is provided to the other Party. In the event of termination, the Parties will provide transitional arrangements for proposed projects already involved in a cooperative environmental assessment.

## **SIGNATURES**