

**CANADA-BRITISH COLUMBIA COOPERATION AGREEMENT ON THE
COORDINATION OF THE ENVIRONMENTAL AND IMPACT ASSESSMENT PROCESSES FOR THE
GCT DELTAPORT EXPANSION - BERTH FOUR PROJECT**

Between

The Government of Canada, represented by the Minister of Environment and Climate Change,

Hereafter referred to as “Canada”,

And

The Government of British Columbia, represented by the Minister of Environment and Climate Change
Strategy,

Hereafter referred to as “British Columbia”,

Hereafter referred to individually as a “Party” and collectively as the “Parties”

WHEREAS the Minister of Environment and Climate Change (the “**federal Minister**”) has statutory responsibilities pursuant to the *Impact Assessment Act*;

WHEREAS the Minister of Environment and Climate Change Strategy (the “**provincial Minister**”) has statutory responsibilities pursuant to the *Environmental Assessment Act*;

WHEREAS in 2019, the Parties signed the *Impact Assessment Cooperation Agreement Between Canada and British Columbia* in which they acknowledged their commitment to facilitate and implement the principle of “one project, one assessment” and agreed to work cooperatively on assessments while retaining the power to make their own decisions regarding projects;

WHEREAS the *Impact Assessment Act* provides, in section 21(b), that the federal Minister, is required to offer to consult and cooperate with British Columbia with respect to the impact assessment of the Project;

WHEREAS the federal Minister may, pursuant to paragraphs 114(1)(c) and (f) of the *Impact Assessment Act*, enter into agreements with a jurisdiction;

WHEREAS paragraph 41(1)(a) of the *Environmental Assessment Act* allows the provincial Minister to enter into an agreement with respect to any aspect of an assessment with the Government of Canada;

WHEREAS the GCT Deltaport Expansion – Berth Four Project, proposed by GCT Canada Limited Partnership, is currently undergoing an impact assessment under the *Impact Assessment Act* and an environmental assessment under the *Environmental Assessment Act*;

WHEREAS the federal Minister, pursuant to section 36 of the *Impact Assessment Act*, has referred the impact assessment of the Project to an independent Review Panel;

WHEREAS British Columbia intends to rely primarily on the federal impact assessment to satisfy its requirements under the *Environmental Assessment Act*;

WHEREAS the EAO has requested and Canada has agreed to mandate the Review Panel to consider specific matters relating to provincial jurisdiction under section 22(1)(t) of the Impact Assessment Act in order to facilitate the ability of British Columbia to rely on the federal impact assessment;

WHEREAS Canada and British Columbia are both committed to promoting high-quality assessments that are informed by rigorous science, Indigenous knowledge, and community knowledge and that lead to sound decisions;

WHEREAS Canada and British Columbia desire reconciliation with Indigenous peoples, and wish to work collaboratively with Indigenous nations to conduct assessments of proposed projects;

WHEREAS Canada and British Columbia agree that the proponent and all participants benefit from a timely, predictable, and transparent assessment process;

THEREFORE, the Parties agree to cooperate in the conduct of the assessment of the GCT Deltaport Expansion – Berth Four Project in accordance with the following provisions of this Agreement.

1 Definitions

For the purposes of this Agreement:

Agency: the Impact Assessment Agency of Canada;

Agreement: this Canada-British Columbia Cooperation Agreement, including its recitals and schedules, and as amended from time to time;

Assessment: the review of the Project that will meet both federal requirements for an impact assessment under the *Impact Assessment Act* and provincial requirements for an assessment under the *Environmental Assessment Act*;

Chief Executive Assessment Officer (CEAO): means the individual appointed per the *Environmental Assessment Act* as the chief executive assessment officer of the Environmental Assessment Office;

Consensus seeking: refers to activities that are undertaken through cooperation between the EAO and representatives of a participating Indigenous nation in an effort to achieve consensus on process decisions or recommendations. Seeking consensus throughout the Assessment is foundational to free, prior, and informed consent. See the [Guide to Consensus-Seeking under the Environmental Assessment Act](#) for more information;

Community Advisory Committee (CAC): the provincial venue for communities to advise the EAO on the potential effects of the proposed project on a community, to stay up-to-date on the progress of the Assessment, and to be informed of opportunities to provide their input and advice;

Crown: refers to both the Government of Canada (federal Crown) and the Government of British Columbia (provincial Crown);

Environmental Assessment Act (B.C. Act): the *Environmental Assessment Act*, S.B.C. 2018, c.51;

Environmental Assessment Office (EAO): the regulatory agency within British Columbia's government. The EAO neutrally administers the *Environmental Assessment Act*, including the conduct of environmental assessments of major projects in B.C. and provides provincial Ministers with advice to inform their decision on whether a project should proceed;

EPIC: the [EAO's Project Information Centre](#), an online publicly available database of all projects and important documents established and maintained by the EAO;

federal Minister: the Minister of Environment and Climate Change;

federal authorities: the federal authorities as defined in section 2 of the *Impact Assessment Act*;

Impact Assessment Act (IAA): the *Impact Assessment Act* (S.C. 2019, c. 28, s.1);

Impact Assessment Report: the document produced by the Review Panel which includes the Review Panel's rationale, conclusions and recommendations relating to the effects of the Project;

Impact Statement: the detailed technical document prepared by the Proponent per the requirements set out in the Joint Guidelines. When used in this Agreement, it also refers to an application for an Environmental Assessment Certificate under the *Environmental Assessment Act*.

Indigenous interests: refers to all the requirements relating to Indigenous peoples required by both the *Impact Assessment Act* and the *Environmental Assessment Act*. This includes paragraph 22(1)(c) of the *Impact Assessment Act* which requires the assessment of the impacts that the proposed project may have "on any Indigenous group and any adverse impact that the designated project may have on the rights of the Indigenous peoples of Canada recognized and affirmed by section 35 of the *Constitution Act, 1982*". It also includes section 2 of the *Impact Assessment Act* which provides a definition of effects within federal jurisdiction. This definition includes the following with respect to the Indigenous peoples of Canada, including an impact — occurring in Canada and resulting from any change to the environment — on (i) physical and cultural heritage, (ii) the current use of lands and resources for traditional purposes, or (iii) any structure, site or thing that is of historical, archaeological, paleontological or architectural significance; and any change occurring in Canada to the health, social or economic conditions of the Indigenous peoples of Canada. EAO's Effects Assessment Policy describes Indigenous interests as "those interests related to an Indigenous nation and their rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, including Treaty rights and Aboriginal rights and title, that may be impacted by a proposed project" which must be assessed per section 25(1) of the *Environmental Assessment Act*;

Indigenous nations: First Nations and Métis peoples of British Columbia¹;

Joint Guidelines: the document that provides direction and requirements for the Proponent in preparing an Impact Statement. The Joint Guidelines detail minimum information and studies required to conduct the Assessment. This document includes the federal requirements for the Tailored Impact Statement Guidelines and the provincial Application Information Requirements;

Joint Indigenous Engagement and Partnership Plan (JIEPP): the document outlining how Indigenous nations may wish to participate in the coordinated assessment process for the Project.

Parties: the signatories to this Agreement, namely the Minister of Environment and Climate Change Canada and the British Columbia Minister of Environment and Climate Change Strategy;

Process Order: the order issued under s. 19(2) of the B.C. Act for the Project;

¹ This is not an acknowledgement by British Columbia that it owes a duty of consultation or accommodation to Métis in British Columbia under section 35 of the *Constitution Act, 1982*.

Project: the GCT Deltaport Expansion – Berth Four Project, proposed by GCT Canada Limited Partnership;

Proponent: A person or entity that proposes the carrying out of, or carries out, a designated project. In the case of the Project, the proponent is GCT Canada Limited Partnership;

provincial authorities: Provincial ministries that may provide input into the assessment;

provincial Minister: the British Columbia Minister of Environment and Climate Change Strategy;

provincial Ministers: the provincial Minister and the Responsible Minister (who is responsible for activities in the project sector);

public registry: the internet site for the [Canadian Impact Assessment Registry](#), established and maintained by the Agency consisting of project files relevant to the impact assessment process;

Review Panel: the federal review panel established under subsection 41(1) of the IAA;

secretariat: staff members from the Agency who support the Review Panel in fulfilling its work and responsibilities and who operate within its deliberative privilege.

Technical Advisory Committee (TAC): the provincial forum for the detailed, technical review of the Proponent’s documents and technical studies per section 21 of the B.C. Act. The TAC plays a vital role in establishing information requirements for the Assessment, assessing the potential effects of the proposed Project and assessing the adequacy of any proposed mitigation measures; and

Terms of Reference: established by the federal Minister in accordance with section 41 of the IAA to provide direction and guidance to the Review Panel.

2 Purpose of the Agreement

2.1 The purpose of this Agreement is to establish the terms and conditions for cooperation between the Agency and the EAO during the Assessment of the Project, while also respecting each Party’s separate jurisdiction and legislation.

3 Interpretation

3.1 The Parties agree that neither Canada nor British Columbia concede any jurisdiction, right, power, privilege, prerogative, or immunity by entering into this Agreement.

3.2 This Agreement does not create or alter any power or duty under any enactment of Canada or British Columbia and is not intended to direct or fetter any person having such power or duties.

3.3 The Agreement shall be interpreted in accordance with the *Impact Assessment Act* (IAA) and the *Environmental Assessment Act* (B.C. Act).

3.4 The Agreement does not in any way affect the independence and autonomy of the Review Panel in carrying out the mandate entrusted to it through its Terms of Reference.

4 Scope of the Agreement

4.1 This Agreement applies only to the Assessment for the GCT Deltaport Expansion – Berth Four Project (the Project), under the IAA and the B.C. Act. This Agreement is consistent with the documents issued during the planning phase of the Assessment, including the Joint Guidelines, the Joint Assessment Plan, the Joint Indigenous Engagement and Partnership Plan, and the provincial Process Order.

5 Federal Review Panel

5.1 The Review Panel is an independent body that will be appointed by the President of the Agency as provided by subsection 41(1) of the IAA, to conduct an assessment of the Project. A Review Panel is a group of independent experts selected based on their knowledge or experience relative to the potential effects of the Project or knowledge of Indigenous issues, and must be free from bias or conflict of interest relative to the Project.

5.2 The Parties acknowledge the independence of the Review Panel to set out its own process within the allocated timelines in order to meet the requirements of its Terms of Reference.

5.3 The mandate and specific obligations of the Review Panel are outlined in its Terms of Reference which are established by the federal Minister. In general, the Review Panel is responsible for conducting the Assessment of the Project, holding a public hearing, and ensuring all information it uses is available to the public. The Review Panel will be supported by a secretariat, comprised of staff members from the Agency. The staff members who form part of the secretariat are distinct from the Agency staff members who will engage with the EAO as provided by this Agreement.

5.4 The EAO has requested that the Review Panel consider provincial matters, in order to allow the EAO to principally rely on the Review Panel's impact assessment to meet the provincial environmental assessment requirements for the Project. The Review Panel's Terms of Reference direct it to consider provincial matters. To inform the Review Panel's consideration of provincial matters, the EAO and provincial authorities will make specialist or expert information or knowledge available to the Review Panel on areas within their mandate and expertise.

5.5 The Review Panel may request clarification of, or an amendment to, its Terms of Reference by sending a letter signed by the Chairperson to the President of the Agency setting out the request. Depending on the request, the federal Minister or the President may consult with the EAO as necessary to provide a response, and will make best efforts to provide a response to the Review Panel within 14 calendar days.

6 Engagement and Consultation

6.1 The Parties, as the Crown, commit to engaging and consulting with Indigenous nations in the manner outlined in the Joint Indigenous Engagement and Partnership Plan (JIEPP). Nothing in this Agreement supersedes the Crown's duty to consult, or the CEAO's or provincial Ministers' obligations related to Consensus-seeking under the B.C. Act. The JIEPP outlines the Crown's objectives and methods for meaningful Crown engagement and consultation with potentially-affected Indigenous nations throughout the assessment process for the Project. The Crown's assessment of the extent of the duty to consult and, where appropriate, accommodate, is conducted in collaboration with Indigenous nations during the Assessment. The Crown's work with Indigenous nations may include co-drafting key assessment documents (e.g. submissions to the Review Panel related to potential impacts on Indigenous interests, Consultation and Accommodation Report chapters) where possible.

6.2 The Agency's Consultation Operations Division and the EAO will conduct joint Crown consultations and coordinate with Indigenous nations with a view to encourage tripartite correspondence and meetings. The Consultation Operations Division and EAO will coordinate with federal and provincial authorities, respectively, to facilitate their participation in such meetings, if necessary.

6.3 To the extent possible, the Crown will make use of information from existing initiatives as well as past assessments in the region to inform its analysis on the potential impacts on Indigenous interests.

6.4 Should dispute-resolution be initiated by a Participating Indigenous Nation under the B.C. Act, the EAO will advise the Agency of the process to be undertaken and will keep the Agency informed as the dispute-resolution process progresses. The Agency will, to the extent possible, adjust its process and/or timelines to maintain process alignment with the Province until the dispute-resolution process is concluded.

7 Coordination of the Assessment Process

7.1 The Parties, within their respective jurisdictions and represented by the Agency and the EAO, agree to coordinate during each phase of the Assessment in accordance with the provisions detailed below and the timelines set out in section 8.

Public Registry and Distribution List

7.2 The Parties agree that the public registry will serve as the record for the Assessment of the Project until the end of Part 1 of the Impact Assessment Phase. The public registry will include all records relating to the Assessment², including submissions, correspondence, hearing transcripts, exhibits, and other information received by the Agency or Review Panel, and all public information produced by the Review Panel relating to the Assessment of the Project.

² With the exception of information determined to be privileged or confidential as provided for by sections 53 and 119 of the IAA.

7.3 The EAO agrees to provide all relevant provincial documents to be considered in the Assessment to the Review Panel for posting on the public registry. This does not preclude the EAO from also posting items to EPIC, but those items must be posted on the public registry in order to be part of the record and considered by the Review Panel.

7.4 During Part 2 of the Impact Assessment Phase and the Decision-Making Phase, the public registry will serve as the public record for the federal process and EPIC will serve as the provincial record.

7.5 Throughout the Assessment, a distribution list of participants will be maintained. The Review Panel secretariat will maintain the distribution list during Part 1 of the Impact Assessment Phase, and the Agency will maintain the distribution list throughout all other phases of the Assessment.

7.6 The EAO will maintain a distribution list for its Community Advisory Committee (CAC), but will also encourage the CAC members and other provincial ministries or authorities to subscribe to the federal distribution list to ensure they are informed of key project updates.

Impact Statement Development and Review Phase

7.7 The Impact Statement Development and Review Phase began with the posting of the federal Notice of Commencement and the provincial Process Order on the public registry and EPIC, respectively. The phase ends once the Agency and CEAO post notices that each is satisfied the Impact Statement contains all of the necessary information and studies.

7.8 During this phase, the Agency and EAO will work together to assess whether the Impact Statement includes the necessary information and studies as required by subsection 19(4) of the IAA, and whether the Impact Statement meets the applicable requirements of the Process Order as provided by paragraph 28(1)(b) of the B.C. Act.

Development of the Impact Statement

7.9 While the Proponent is developing the Impact Statement, the Parties agree to continue to work collaboratively to provide process advice to the Proponent and to consult with Indigenous nations. The Agency and the EAO also commit to facilitating the review and input from federal and provincial authorities, respectively, to provide information to the Proponent on how to fulfill the requirements of the Joint Guidelines.

7.10 The Parties agree to request support from federal authorities, provincial authorities and the TAC (collectively “the reviewers”) in undertaking reviews of information provided by the Proponent during the development of the Impact Statement. Engagement with federal authorities, provincial authorities, and the TAC will be summarized by the Proponent in its Impact Statement, as required by Appendix 4 of the Joint Guidelines. The Agency and EAO will jointly communicate any requirements for these reviews of information to the Proponent and reviewers.

7.11 During this phase, the Terms of Reference for the Review Panel will be developed. Although the responsibility for this activity rests with the Agency, the Agency will afford the EAO the opportunity to provide input on the Review Panel draft Terms of Reference.

Review of the Impact Statement

7.12 Once the Impact Statement is submitted by the Proponent, the Agency and EAO will work collaboratively to assess if the Impact Statement meets the requirements of the Joint Guidelines, while still maintaining their respective obligations under their legislation. Specifically, the Agency must determine whether the Impact Statement includes the necessary information and studies as required by section 19 of the IAA, and the CEAO must determine whether the Impact Statement contains the information required under section 27(4) of the B.C. Act. The Parties commit to working together during this phase and ensuring all relevant information³ is placed on the public registry.

7.13 The Proponent will submit the Impact Statement to both the Agency and the EAO. Upon receipt of the Impact Statement, the Agency and the EAO will jointly conduct a verification to ensure the document is ready for public comment and will post the Impact Statement to both the public registry and EPIC on the same date and time.

7.14 The Agency and EAO will hold a joint public comment period of at least 60 days on the Impact Statement, and will collectively review and analyze the information received from all participants. The Agency and EAO will issue joint communication products including advertisements regarding the public comment period. The Agency and EAO agree to advise participants to submit any comments on the Impact Statement to the public registry, in accordance with clause 7.2 of this Agreement.

7.15 If a deficiency report is necessary, the Agency and EAO will provide the Proponent with a single report outlining where the information in the Impact Statement is incomplete or inadequate. The Agency and EAO will work together to review any additional information provided and determine whether it is adequate. The Agency and EAO will continue this collaborative work, until such time that both the Agency and the CEAO are satisfied that the Impact Statement meets the requirements of the Joint Guidelines.

7.16 Throughout this process, the Agency and EAO will work together to consult with Indigenous nations on the review of the Impact Statement and any additional required information. The Agency will cooperate with the CEAO as it engages in Consensus seeking on the sufficiency of the Impact Statement with Indigenous nations as required by subsection 27(5) of the B.C. Act.

7.17 Furthermore, during this period, the Agency will coordinate with federal authorities and the EAO with provincial authorities and the TAC. If necessary, meetings or communications may be coordinated.

7.18 As stated in the Review Panel's Terms of Reference, the Review Panel may be appointed during the Impact Statement Phase. If the Review Panel is appointed during this phase, it will carry out the activities as described in its Terms of Reference.

³ With the exception of information determined to be privileged or confidential, as provided by sections 53 and 119 of the IAA and confidential Indigenous Knowledge per s.75 of the B.C. Act.

7.19 Once the Agency and EAO are satisfied, each Party will issue a respective notice to the Proponent advising that the Impact Statement includes all the relevant information as provided by subsection 19(4) of the IAA and paragraph 28(1)(b) of the B.C. Act. The Parties will coordinate the timing and content of separate notices and communications, to the extent possible. The federal notice will be posted on the public registry and the provincial notice will be posted on EPIC.

Impact Assessment Phase

7.20 The Impact Assessment Phase will commence upon the posting of the notice that all of the necessary information and studies have been provided.

7.21 The Impact Assessment Phase must be complete within the timelines identified in section 8 of this Agreement.

Part 1: Impact Assessment Phase led by the Review Panel

7.22 During this part of the Impact Assessment Phase, which is led by the Review Panel, the parties commit to maintaining their working relationship, which may include regular meetings and correspondence.

7.23 The Agency and EAO will provide advice and guidance to federal authorities, provincial authorities, and the TAC on the Review Panel process, and will facilitate their participation in the Review Panel process, as necessary. The Agency will coordinate the participation of federal authorities, and the EAO will coordinate the participation of provincial authorities and the TAC.

7.24 The Agency and EAO will continue to consult with Indigenous nations and will encourage nations to participate in the Review Panel process. The Agency and EAO may consider developing a joint submission to the Review Panel related to Indigenous interests, and/or a submission in collaboration with one or more Indigenous nations.

Part 2: Impact Assessment Phase Led by the Governments

7.25 This part of the Impact Assessment Phase begins when the Review Panel submits its Impact Assessment Report to the federal Minister and ends when the Agency provides its recommendations and potential conditions to the federal Minister.

7.26 The federal Minister is responsible, as provided by section 55 of the IAA, for ensuring that a copy of the report is posted on the public registry. Following the posting of the Impact Assessment Report on the public registry, the Agency will provide a copy of the report to the EAO and will notify participants that the report is publicly available.

7.27 The Agency and EAO will maintain regular communications during this phase, and will coordinate work to the extent possible.

7.28 The Agency and the EAO will review the Impact Assessment Report and will work collaboratively to develop a whole-of-government response to any recommendations from the Review Panel that are directed at government. To the extent possible, the Agency and EAO will make use of information from existing initiatives as well as past assessments in the region to support this work.

7.29 The Agency and CEAO will draft federal and provincial conditions, respectively, but will seek feedback from one another on the potential conditions. A public comment period on the draft federal conditions will be held, as will a public comment period on the provincial draft referral package and a summary of the Impact Assessment Report. The Parties will, where practicable, coordinate the opportunity for the Proponent, Indigenous nations, and the public to review draft federal conditions and the draft provincial referral package, through a joint or concurrent public comment period.

7.30 Following the public comment period, the Agency and EAO will, to the extent possible, share information while finalizing conditions to support coordination and reduce duplication. The Agency will finalize the federal conditions and recommendation for the Governor in Council, as provided by the IAA. The CEAO will seek consensus with participating Indigenous nations on the draft summary assessment report; draft Environmental Assessment Certificate, with certificate conditions and project description; and recommendation for the purposes of subsection (2)(b)(i) of the B.C. Act. The referral package, CEAO recommendations, and notices of consent or lack of consent are then provided to provincial Ministers.

7.31 If necessary, the Agency and EAO will coordinate on the potential collection of information that may be required for the respective decision-making processes.

7.32 The Parties will work together with respect to Crown consultation throughout this phase, including working with Indigenous nations on the identification of solutions and the potential development of accommodation measures.

Decision Making Phase

7.33 Recognizing that the decisions in the IAA and B.C. Act are separate, the Agency and EAO will keep each other informed regarding the timing of their respective decisions and will strive to harmonize their respective announcements and decision-making timelines under section 29(4) of the B.C. Act and section 66 of the IAA, to the extent practicable.

7.34 The EAO will support participating Indigenous nations' meetings with provincial Ministers who must, prior to making a decision, offer to meet if the CEAO's recommendation is contrary to the consent or lack of consent indicated by participating Indigenous nations. The EAO will keep the Agency informed of any such meetings and the outcomes, and any potential implications on the timing of the decision.

7.35 Once the federal and provincial decisions are rendered, the Parties will continue ongoing dialogue with Indigenous nations to inform them of the decisions and provide them with opportunities to learn about the next steps.

7.36 Should the Project be approved, the Agency and EAO will coordinate post-decision activities as described in the *Impact Assessment Cooperation Agreement Between Canada and British Columbia (2019)*.

8 Assessment Timelines

8.1 As committed to in the *Impact Assessment Cooperation Agreement between Canada and British Columbia (2019)*, the Agency and EAO will strive to harmonize their respective timelines to the extent possible.

8.2 The Parties will make every attempt to meet the timelines set out in this Agreement in order to maintain a coordinated process. All timelines listed below are inclusive of any period during which the Review Panel or the Parties are waiting for additional information requested from the Proponent or any other Party.

Impact Statement Development and Review Phase

8.3 Under the B.C. Act, the Proponent has up to three years to provide the information required by the Process Order. Subsection 27(2) then provides the CEAO with 180 days to review an application for an Environmental Assessment Certificate. For the Project, the EAO will align its 180-day timeline for the review phase to meet the federal time limits as described in this section.

8.4 Under the IAA, the Proponent must provide the Agency with the necessary information and studies within three years after the day on which the Notice of Commencement is posted. This includes the time required for the Agency to verify the Proponent's information.

8.5 Within the three years provided under the IAA, the Agency and EAO estimate they will require approximately one year to review the Impact Statement, seek feedback from the public, the Technical Advisory Committee (TAC) and federal authorities, potentially seek additional information or a revised Impact Statement from the Proponent, and consult with Indigenous nations to determine if the Impact Statement contains the necessary information and studies required in the Joint Guidelines. The three-year time limit began on June 1, 2022 and will end on May 31, 2025. On the Proponent's request, the Agency may extend the time limit by any period that is necessary.

Impact Assessment Phase

8.6 Subsection 37(2) of the IAA states that the time limit for the Impact Assessment Phase must not exceed 600 days unless the Agency is of the opinion that more time is required to allow the Review Panel to cooperate with another jurisdiction or to take into account circumstances that are specific to the designated project.

8.7 Under the IAA, the time limit for the Impact Assessment Phase are broken up into two parts, described in this Agreement as Part 1: Impact Assessment Phase led by the Review Panel, and Part 2: Impact Assessment Phase led by Governments.

8.8 The 600 day time limit is broken up into two phases as described below.

Part 1: Impact Assessment Phase led by the Review Panel

8.9 The time allocated for Part 1 of the Impact Assessment Phase is 450 days.

8.10 Relying on section 38 of the B.C. Act, the EAO will extend its 150-day timeline by 450 days for EAO's Effects Assessment and Recommendation phase while the federal Review Panel process is ongoing.

Part 2: Impact Assessment Phase led by Governments

8.11 The time allocated for Part 2 of the Impact Assessment Phase is 150 days, to align federal and provincial timelines.

8.12 The B.C. Act provides the EAO 150 days to conduct its assessment and provide a recommendation. The 150-day timeline will commence upon the Review Panel's submission of the Impact Assessment Report to the federal Minister. EAO will use the 150 days to draft its summary assessment report and recommendation to the provincial Ministers.

Decision-Making Phase

8.13 The federal Decision-Making Phase commences when the Agency provides its recommendation to the federal Minister on federal conditions and ends when the federal decision statement is issued. The legislated time limit for this phase of the Assessment is 90 days.

8.14 The provincial Decision-Making Phase begins when the CEAO submits a provincial referral package to provincial Ministers and ends when the provincial Ministers decide to either issue an Environmental Assessment Certificate, refuse to issue an Environmental Assessment Certificate, or request more information from the Proponent. The provincial legislated timeline is 30 days, but the EAO agrees to extend this time limit to 90 days under section 38 of the BC Act to maintain alignment with the federal process.

8.15 The time allocated for the Decision-Making Phase is 90 days.

9 Translation

9.1 During the Assessment, the Agency will be responsible for the translation of any public notices, the Impact Assessment Report, and any other required materials into both official languages of Canada.

10 Dispute Settlement

10.1 The Parties are committed to cooperate to prevent and, where appropriate, resolve any disputes concerning the implementation or interpretation of this Agreement. The Parties will make every effort to prevent disputes arising from this Agreement by keeping each other informed, in writing, of matters that could give rise to a conflict between them.

10.2 In the event of a dispute, the Parties shall attempt to resolve it by negotiating in good faith. Any dispute arising under this Agreement that cannot be resolved by Agency or EAO staff shall be submitted, for British Columbia, to the Chief Executive Assessment Officer and, for Canada, to the President of the Agency so they may attempt to resolve it.

11 Communications

11.1 Any notice required under this Agreement, in order to be valid and binding on the Parties, must be given in writing and must be delivered to the following contacts:

For Canada:

Impact Assessment Agency of Canada
Director, Review Panels Division
160 Elgin Street, 22nd Floor
Ottawa, ON
K1A 0H3

For British Columbia:

BC Environmental Assessment Office
Executive Director, Communications & Engagement
PO Box 9426 Stn Prov Govt
Victoria, BC
V8W 9V1

12 Duration, Amendment and Termination of the Agreement

12.1 This Agreement shall come into force on the date of the last signature and shall terminate when both Parties have rendered a decision under their respective legislation or if GCT Canada Limited Partnership advises the Agency, the federal Minister, or the EAO that the Project will not be carried out.

12.2 Any changes to the content of this Agreement must be agreed to in writing by the Parties.

12.3 Either Party may terminate this Agreement upon at least one-month written notice to the other Party. The Agreement will then be terminated at the end of the period indicated in the notice, without further notice or formality.

13 Signatures

IN TESTIMONY THEREOF THE PARTIES HAVE SIGNED, IN TRIPLICATE:

GOVERNMENT OF CANADA

GOVERNMENT OF BRITISH COLUMBIA

Minister of Environment and Climate Change
Steven Guilbeault

Minister of Environment and Climate Change
Strategy
Honorable George Heyman

Date: _____

Date: _____

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