

Note about the use and purpose of this model: This model is not intended to be a one-size-fits all document or used “as is” in its entirety. Users are encouraged to use the parts that are relevant to their given context and goals. This model is intended to provide a foundation to build from, to contribute to efficiency of process, and to build upon a foundation of mutual understanding between Indigenous nations and the Impact Assessment Agency of Canada in relation to core principles and commitments.

A Collaboration Agreement clearly defines how Indigenous and Crown parties will work together to ensure that project impacts are assessed to their satisfaction. An Agreement may relate to a specific project or apply to all projects within a region. While no two agreements will be the same, the principles outlined in this document should be considered in the co-development of all Collaboration Agreements. Collaboration Agreements are established between Indigenous jurisdictions and the Crown on a nation-to-nation basis. It is the responsibility of both parties to uphold the Agreement within their own sovereign jurisdiction and to ensure that other actors and processes involved in the impact assessment align with the Agreement. Most critically, this means setting clear expectations for the project proponent and ensuring compliance with the standards defined in the Agreement.

Model Collaboration Agreement on Federal Impact Assessment

This Agreement is between

The Impact Assessment Agency of Canada, referred to as “the Agency”

and

XXXXXX First Nation, as represented by Chief and Council

OR

XXXXXX Métis Region (Community / association), as represented by
XXXXXXXXXX

OR

XXXXXX Inuit Community, as represented by XXXXXXXXXXXXX

Referred collectively as “Parties”

N.B.: Could include other parties such as: other federal departments, Provinces or territories in some cases

Preamble – General Principles

The purpose of a Collaboration Agreement is to achieve the following principles, which are set out in more detail in the [Principles to Inform Collaboration between Indigenous Peoples and the Impact Assessment Agency of Canada](#). These principles are intended to guide a Nation-to-Nation/Government-to-Government relationship, define how the parties will work together, ensure clear expectations are set, and deepen a mutual understanding based on trust and respect.

WHEREAS, as set out in the preamble to the Impact Assessment Act, Canada is committed, in the course of exercising its powers and performing its duties and functions in relation to impact, regional and strategic assessments, to ensuring respect for the rights of the Indigenous peoples of Canada recognized and affirmed by section 35 of the Constitution Act, 1982, and to fostering reconciliation and working in partnership with them.

(Addressing principle #2: Collaboration Agreements Should Advance the Decolonization of Law and Policy)

WHEREAS, as set out in the preamble to the Impact Assessment Act, Canada is committed to implementing the United Nations Declaration of the Rights of Indigenous Peoples

(Addressing principle #1: Collaboration Agreements Should be an Expression of Self-Determination)

WHEREAS Canada recognizes that meaningful engagement with Indigenous peoples aims to secure their free, prior, and informed consent when Canada proposes to take actions which impact them and their rights, including their lands, territories and resources.

(Addressing principle #1: Collaboration Agreements Should be an Expression of Self-Determination)

WHEREAS Canada has committed to implementing the recommendations of the Truth and Reconciliation Commission and undertaking work that responds to the Calls to Action

(Addressing principle #3: Collaboration Agreements Should be an Expression of Self-Determination)

WHEREAS, Canada has committed to achieving reconciliation with Indigenous peoples through a renewed nation-to-nation, government to government relationship between Canada and Indigenous peoples based on recognition of rights, respect, co-operation and partnership as the foundation for transformative change.

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

WHEREAS, the Crown has a duty to consult, and if appropriate, accommodate Aboriginal peoples when contemplating conduct that may adversely impact indigenous or treaty rights protected under section 35 of the Constitution Act, 1982.

(Addressing principle #1: Collaboration Agreements Should be an Expression of Self-Determination)

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

WHEREAS Indigenous Governing Bodies are committed to the socio-economic betterment of Indigenous people and the recognition of the inherent rights of Indigenous nations, Indigenous peoples, their rights, titles and treaty interests, including but not limited to those highlighted within the United Nations Declaration on Rights of Indigenous Peoples.

(Addressing principle #2: Collaboration Agreements Should Advance the Decolonization of Law and Policy)

WHEREAS Indigenous Governing Bodies and Canada are committed to the conservation and protection of the cultural heritage of Indigenous Peoples

(Addressing principle #2: Collaboration Agreements Should Advance the Decolonization of Law and Policy)

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

WHEREAS, Indigenous Peoples have the equitable opportunity to participate alongside Canadian society in impact assessment and it is the responsibility of the Agency to ensure that the assessment process allows for Indigenous Governing Bodies participation in order to bring the indigenous knowledge and understanding of the environment forward for consideration.

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

WHEREAS Canada and Indigenous Governing Bodies are dedicated to the creation of a caring society and a healthy environment and the protection of Indigenous rights and title;

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

WHEREAS, the Impact Assessment Agency is willing to work fairly and equitably alongside and with Indigenous nations and peoples

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

1. Guiding Principles

The following principles will guide the collaboration between the [insert name of the IGB] and the Agency:

a) Government-to-government relationship: In order to work towards reconciliation, the Parties recognize the importance of their nation-to-nation, government-to-government relationship as basis for collaboration throughout the IA process. Collaboration is to be used to the extent possible during the consultation process with Indigenous Governing Bodies. The Parties recognize that issues may arise that could exceed the scope of the IA, or the mandate of the Agency. The Parties are open to exploring approaches or discussions that may involve broader government--to-government involvement.

(Addressing principle #1: Collaboration Agreements Should be an Expression of Self-Determination)

(Addressing principle #3: Collaboration Agreements Should be Relationship-based)

b) Flexibility: The Parties consider this Model Collaboration Agreement as a living document, meaning one that may be adjusted with the consent of all Parties. New collaboration ideas may be incorporated into the consultation plan if and as they arise. The parties recognize the need for flexibility and responsiveness as well as a willingness to adjust consultation activities as needed and to provide options for addressing the concerns raised during the course of consultations.

(Addressing principle #4: Collaboration Agreements Should Reflect Good Process)

(Addressing principle #5 Collaboration Agreements should ensure good decision-making outcomes)

c) Transparent, and informed: The Parties value collaborative processes that are clear, neutrally administered, transparent and predictable; where information is shared in a timely, accessible and comprehensive manner and made publicly available; and where decision-makers consider the best available information that is based on Western science and Indigenous knowledge, as provided the Indigenous Peoples.

(Addressing principle #4: Collaboration Agreements Should Reflect Good Process)

(Addressing principle #5 Collaboration Agreements should ensure good decision-making outcomes)

d) Collaboration and consensus-seeking: The Parties recognize that collaboration will be important for the Agency to provide the Minister with an IA report that is based on the best available Western science and Indigenous knowledge. The Parties agree to work collaboratively to identify potential issues as they arise during the IA. The Parties agree to look for common ground and opportunities for consensus. The Parties will attempt to resolve issues where possible. Where the Parties are unable to reach consensus, the Parties will clearly and fairly articulate the non-consensus views in the IA report.

(Addressing principle #4: Collaboration Agreements Should Reflect Good Process)

(Addressing principle #5 Collaboration Agreements should ensure good decision-making outcomes)

e) High quality impact assessments: The parties take responsibility to participate and advance decision-making in a timely fashion. The Parties agree that an assessment should be robust, rigorous, predictable, timely, credible, and support durable decisions. The Parties will respect and seek to inform mutual decisions and timeliness.

(Addressing principle #4: Collaboration Agreements Should Reflect Good Process)

(Addressing principle #5 Collaboration Agreements should ensure good decision-making outcomes)

2. Territory

- Notwithstanding any other provision in this Collaboration Agreement, the Parties acknowledge any references to and/or descriptions of lands in this Collaboration Agreement do not constitute in any manners a recognition of any treaty rights, Aboriginal rights, titles, claims or interests on those lands.
- This section would address the geographic scope of the agreement.
- Could cover reserve(s) treaty settlement land, a traditional territory, or broader area/combination of factors listed.
- Indigenous organization may define for themselves and principles would apply regardless of the situation of the project.

3. Roles and Responsibilities

a) Impact Assessment Agency of Canada

The Project is subject to an IA under the IAA. Under this Act, the Agency is the responsible authority for conducting the EA and preparing the EA report. The Minister will review the IA report and make his / her decision regarding whether the Project is likely to cause significant adverse impacts. If necessary, the Governor in Council will make a decision of whether the significant adverse impacts that the Project is likely to cause are justified in the circumstances.

During the IA, the Agency is responsible for coordinating the involvement of federal authorities in the federal Crown consultation activities. A whole of Government approach will be used to fulfill the Crown's duty to consult.

The Agency is also responsible for providing direction to the proponent, which it does via the Tailored Impact Statement Guidelines (TISG). The Agency will work with the Indigenous Nation to set out clear expectations and direction to the proponent in the TISG including but not limited to:

- The development of engagement activities and a mutually agreed upon approach to the Indigenous Nation's participation, consistent existing Agency guidance, including consideration of potential funding to support that participation and relevant studies;
- The gathering, treatment and inclusion of IK, including that it is brought together on equitable footing with scientific or technical aspects, and adherence to relevant ethical guidelines and cultural protocols; and,
- Requirements to involve Indigenous Nation across all aspects of the preparation of the IS, as guided by the views and interests of the Indigenous Nation.

Furthermore, if relevant and in alignment with the wishes of the Indigenous Nation, the Agency commits to help advance tripartite discussions between itself, the Indigenous Nation and the proponent to the extent practicable within the IA process and timelines.

b) Federal Authorities

Federal authorities must provide the Agency with expert information or knowledge with respect to a project that is subject to an IA. Federal authorities may also participate because they may issue a permit or licence that would enable the Project to proceed after the completion of the IA. The Agency has established a technical committee with federal authorities to coordinate their participation. The technical committee may provide the Agency with advice, expert information or knowledge regarding the IA of the Project. The technical committee does not have IA decision-making authority and does not discuss whether the Project should proceed.

Federal authorities may support the Crown's efforts to fulfill the duty to consult as it applies to the IA process. The Agency works in close collaboration with the federal authorities by engaging them, as necessary, during the IA process and transferring lead responsibility for Crown consultation and accommodation to identified regulatory authorities upon completion of the IA process, should the project be allowed to proceed.

[THIS SECTION TO BE REMOVED – SEE NEW TEXT UNDER IAAC ROLE]

d) Indigenous Governing Bodies (IGB)

The role of the IGB is to act as the voice of the Indigenous Nation and to defend and promote the interests and rights of the community at large. The IGB may want to undertake, for examples, historical, archaeological, anthropological, cultural and socio-economic research and studies with a view to ensuring sustainable and responsible management of the environment and guaranteeing the rights of the Indigenous Nation.

The Indigenous Governing Bodies representing the Indigenous Right Holders actively participate in the consultation activities. The Indigenous Governing Bodies may seek support from other Indigenous organizations.

e) Provinces / Territories

Would depend on which province / territory. IAA and Indigenous Governing Bodies would not discuss the roles/responsibilities of Provinces/territories.

4. Scope

- Identify the priorities of the IGB and potential gaps
- Outline the means by which collaboration will be implemented
 - conduct regularly scheduled meetings
 - establish working groups to address specific issues or to work more efficiently on multiple projects
 - exchange information, including reports and presentations; look at linkages across projects
 - work with an agreed upon work plan and schedule in accordance with legislative timeline requirement for different projects
 - coordinate work across multiple projects
- Exchange of information, and inclusion of ITK in the exchange
- Socio-economic effects, effects on housing, GBA, IGBA. Archaeology, cultural sites, can be conducted by IGBs, specific species of flora and fauna
- Commit to co-develop certain aspects of the assessment such as impacts on rights, or any other aspect of the IA groups are interested in co-developing or leading on
- Address for how Indigenous knowledge would be integrated into processes
- Address for how Indigenous led assessments incorporated into federal processes
- Outline procedure for a joint assessment process, delegation to co-management body
- Address factors to be taken into account in federal decision making, and goal of reaching consensus/striving to obtain consent

5. Capacity Building and Funding

Capacity

- Clarify what the Crown would cover to be clear from the beginning and help the Indigenous Nation to determine who else they need to reach out to (i.e. proponent etc.) to fund what the Crown cannot cover.
- Outline measures to build the capacity of the Indigenous group to conduct the assessment that could include:
 - funding specifically targeted to capacity building
 - access to/cooperative working arrangement with federal technical experts

Funding

- Provided through Indigenous Capacity Support Program/Policy Dialogue program
- Separate from participant funding if not tied to a single project

6. General Matters

Notwithstanding any other provision in this Collaboration Agreement, the Parties acknowledge that this Collaboration Agreement, the consultations and any discussions and correspondence relating to the process under them shall not recognize, deny, create, extinguish, abrogate, derogate from, deny, or prejudice the IGBs' (or any of their) treaty rights, Aboriginal rights, title, claims or interests.

Nothing in this Collaboration Agreement is intended to alter or define any Crown duty to consult and if appropriate accommodate the IGBs in respect of the Project

Nothing in this Collaboration Agreement is intended to represent the views of or be interpreted as admissions by any one of the Parties with respect to the nature and scope of the duty to consult, and if appropriate accommodate.

Nothing in this Collaboration Agreement constitutes any express or implied consent, approval or agreement by the IGBs (or any of them) as to the nature or scope of the Project. The entering into this Collaboration Agreement by the IGBs shall not be construed as indicating that the IGBs (or any of them) support the Project, and the Agency agrees it shall not make any oral or written statements in any forum to that effect.

The IGBs' participation in the IA, and in entering into this Collaboration Agreement with the Agency, does not constitute any express or implied endorsement, acceptance, or acknowledgement of any claims to any Aboriginal or Treaty Rights made by any other groups.
Reliance

7. Term

This Collaboration Agreement takes effect upon the date of the signature of the last party to sign, and shall terminate:

- upon the date of the Minister of the Environment's decision statement issued under IAA,
or
- until revoked by one of the parties in accordance with a termination procedure
or
- after x years on xx / xx / 20xx

8. Dispute Resolution

- Disputes in relation to the implementation of this agreement
- Would outline objective to work cooperatively and address disputes informally through discussions.
- Would outline processes for formally resolving disputes.
 - Structured discussion
 - Elevate issues to senior officials

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date written below.

Signed on _____ day of _____, 202X

Chief XXXXXXXX
XXXXXXX

Signed on _____ day of _____, 202X

Chief XXXXXXXX
XXXXXXX

Signed on _____ day of _____, 202X

Chief XXXXXXXX
XXXXXXX

Signed on _____ day of _____, 202X

Chief XXXXXXXX
XXXXXXX

Signed on _____ day of _____, 202X

XXXXXXX
Impact Assessment Agency of Canada