

SUBJECT: Status of Voisey's Bay Area

OBLIGATION: Harvesting Rights
8.3.6

PARTIES: Nunatsiavut Government
Province - Department of Environment and Conservation
- Department of Natural Resources (Forestry Branch)
Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Negotiate an Overlap Agreement with the Innu Nation.	Nunatsiavut Government	As desired.
2	If an Overlap Agreement is reached with regard to the management of Wildlife, Plants, Habitat, Fish, Aquatic Plants and Fish Habitat in Voisey's Bay Area, request written agreement from Province and Canada to implement its terms.	Nunatsiavut Government	Upon reaching an Overlap Agreement.
3	Review proposed management of Wildlife, Plants, Habitat, Fish, Aquatic Plants and Fish Habitat in Overlap Agreement.	Province Canada	Upon request for written agreement.
4	If Canada and the Province agree, implement the terms of the written agreement.	Nunatsiavut Government Province Canada	As agreed.
5	If there is no Overlap Agreement, or Canada and the Province do not agree with the management terms for Wildlife, Plants, Habitat, Fish, Aquatic Plants and Fish Habitat in Voisey's Bay Area of the Overlap Agreement, then continue management	Nunatsiavut Government Province Canada	In the absence of an agreement.

	according to Laws of General Application.		
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PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Inuit are entitled to enter the Voisey's Bay Area to exercise Harvesting rights in the Voisey's Bay Area for purposes of the Inuit Domestic Harvest and the Inuit Domestic Fishery in accordance with those provisions of chapters 12 and 13 that apply to the Labrador Inuit Settlement Area outside Labrador Inuit Lands (8.3.6).

FINAL AGREEMENT PROVISIONS

8.3.6 Inuit are entitled to enter the Voisey's Bay Area to Harvest for purposes of the Inuit Domestic Harvest and the Inuit Domestic Fishery in accordance with those provisions of chapters 12 and 13 that apply to the Labrador Inuit Settlement Area outside Labrador Inuit Lands. Subject to this section, the management of Wildlife, Plants, Habitat, Fish, Aquatic Plants and Fish Habitat in the Voisey's Bay Area, including the allocation of Wildlife, Fish and Plants shall be carried out under Laws of General Application unless otherwise agreed in a written agreement between the Parties incorporating the terms of an Overlap Agreement.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Aquatic Plant", "Inuit Domestic Harvest", "Inuit Domestic Fishery"
 8.1.1. Definition - "Overlap Agreement"
 8.3.1 - 8.3.4 - Status of Voisey's Bay Area

SUBJECT: Status of Voisey's Bay Area

OBLIGATION: Rehabilitation of the Voisey's Bay Area
8.3.10

PARTIES: Province - Department of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Terminate Voisey's Bay Project.	Province - Department of Natural Resources (Mines Branch)	Whichever is later: a) the thirtieth anniversary of the commencement of Mineral production in the Voisey's Bay Area; or b) five years following permanent cessation of all Mineral production by any Person in the Voisey's Bay Area.
2	Ensure compliance with and completion of all rehabilitation and closure plans that are required by Provincial Legislation.	Province - Department of Natural Resources (Mines Branch)	Upon termination and prior to closing.
3	Ensure commencement of any long term monitoring and maintenance measures required by Law.	Province - Department of Natural Resources (Mines Branch)	Prior to Closure.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

It is anticipated that details of project termination would be included in the Voisey's Bay Project Closure Plan under the Provincial Mining Act.

The Voisey's Bay Environmental Management Board, established on July 22, 2002, involves all three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey's Bay Project and the review of all Permits.

The Voisey's Bay Environmental Management Board is mandated to provide advice to the appropriate Minister regarding the Rehabilitation and closure plan, and overall advice on project closure.

The Voisey's Bay Environmental Management Board will also provide advice on Voisey's Bay Nickel Company's compliance with the Rehabilitation and closure plan, and any actions to be taken in the event of

non-compliance.

The Voisey's Bay Environmental Management Board also reviews and provides advice on follow-up plans (including environmental compliance and effects monitoring).

FINAL AGREEMENT PROVISIONS

8.3.10 The Province shall ensure Rehabilitation of the Voisey's Bay Area prior to Closure.

CROSS-REFERENCED AND RELATED PROVISIONS

8.1.1 Definitions - "Closure", "Rehabilitation", "Termination", "Post-Closure Procedures"
Provincial Mining Act

SUBJECT: Surface Interests in Voisey's Bay Area

OBLIGATION: Approval of Surface Interests, mining lease or Quarry Materials permit in Voisey's Bay Area prior to Closure
8.3.13, 8.3.24, 8.3.25

PARTIES: Province -Department of Environment and Conservation (Lands Branch)
- Department of Natural Resources (Mines Branch)
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	If intending to approve alienation or transfer of land in Voisey's Bay Area, except for purposes of the Voisey's Bay Project, request written consent from Nunatsiavut Government.	Province	Before approving alienation or transfer of land.
2	Review proposed alienation or transfer and either approve or reject in writing.	Nunatsiavut Government	As soon as practicable after receiving written request.
3	If intending to issue Surface Interest, mining lease or Quarry Materials permit to any Person other than Nunatsiavut Government that is in the Voisey's Bay Area adjacent to or near Labrador Inuit Lands, survey land to the mutual satisfaction of the Province and Nunatsiavut Government.	Province	Before issuing Surface Interest, mining lease, or Quarry Materials permit.
4	Issue Surface Interest, mining lease or Quarry Materials permit.	Province	Upon mutual satisfaction with the results of the survey.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Development on the foreshore reservation is not allowed unless it has been alienated or transferred to the Nunatsiavut Government prior to closure (8.3.24).

Survey shall be done at no cost to the Nunatsiavut Government (8.3.25).

The Developer or Subsequent Developer shall not be granted fee simple or freehold title to land or Subsurface Resources in the Voisey's Bay Area (8.4.2).

No Townsite shall be established in the Voisey's Bay Area (8.4.5).

The only port site that may be used for construction of the Voisey's Bay Project and for purposes of the Voisey's Bay Project shall be located at Edward's Cove, except in case of emergency (8.4.6, 8.4.7).

The Memorandum of Agreement between Canada, the Province and the Innu Nation requires the written consent of the Innu Nation prior to any transfer or alienation of any land in the Voisey's Bay Area prior to closure.

FINAL AGREEMENT PROVISIONS

- 8.3.13 Except for purposes of the Voisey's Bay Project and subject to section 8.4.2, prior to Closure the Province shall not alienate or transfer any land in the Voisey's Bay Area to any Person other than the Nunatsiavut Government without the written consent of the Nunatsiavut Government.
- 8.3.24 Except as provided in this section, until the status of all land in the Voisey's Bay Area has been finalized in accordance with this part the Province shall not issue any Surface Interest in, grant any commercial right-of-way to, or permit any surface Development on, a strip of land not less than 15 meters wide along and adjoining the seashore or foreshore of Voisey's Bay within the Voisey's Bay Area. This restriction does not apply to land within the foreshore reservation that has been alienated or transferred in accordance with section 8.3.13 or that has been transferred or designated under section 8.3.15.
- 8.3.25 If the Province intends to issue a Surface Interest, permit in respect of Quarry Materials or mining lease in the Voisey's Bay Area to any Person other than the Nunatsiavut Government and any part of the boundary delineating the proposed Surface Interest, permit in respect of Quarry Materials or mining lease abuts or is in reasonable proximity to a boundary between the Voisey's Bay Area and Labrador Inuit Lands, the boundary of the abutting or proximate Surface Interest, permit in respect of Quarry Materials or mining lease shall be surveyed to the mutual satisfaction of the Nunatsiavut Government and the Province, at no cost to the Nunatsiavut Government.

SUBJECT: Transfer or Designation of Lands within the Voisey's Bay Area

OBLIGATION: Notify of Transfer or Designation after Closure
8.3.11, 8.3.12, 8.3.15

PARTIES: Province
Nunatsiavut Government
Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Nunatsiavut Government of any land in the Voisey's Bay Area available for transfer or designation.	Province	After Closure or as desired prior to Closure upon Rehabilitation of a parcel of the Voisey's Bay Area.
2	Reply to the Province indicating land desired for transfer or designation.	Nunatsiavut Government	Within 6 months from date of notification or such longer time as agreed in writing.
3	Transfer or designate land by order in council without fee or charge to the Nunatsiavut Government.	Province	As soon as practicable.
4	Amend the Agreement to reflect transfer or designation.	Nunatsiavut Government Province Canada	As soon as practicable upon transfer or designation.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Land within the Voisey's Bay Area can be transferred or designated by parcel (8.3.12).

The Province is not obliged to transfer any lands to the Nunatsiavut Government or to designate any lands in the Voisey's Bay Area if such a transfer or designation would be contrary:

- (a) to the provisions of an Overlap Agreement;
- (b) to the Memorandum of Agreement respecting the Voisey's Bay Project between the Province and the Innu Nation (8.3.14).

The Developer or Subsequent Developer shall not be granted fee simple or freehold title to land or Subsurface Resources in the Voisey's Bay Area (8.4.2).

Lands not alienated, transferred or designated within five years of Closure or such longer period as Nunatsiavut Government and the Province agree, in writing, shall be considered Provincial Crown land under Laws of General Application provided that the Province has allowed the Inuit the opportunity to request that land be transferred or designated (8.3.26).

FINAL AGREEMENT PROVISIONS

- 8.3.11 Subject to sections 8.3.14 and 8.3.18, after Closure the Nunatsiavut Government is entitled to have lands in the Voisey's Bay Area transferred or designated in such manner as the Nunatsiavut Government may request.
- 8.3.12 The Province shall notify the Nunatsiavut Government of any lands in the Voisey's Bay Area that are available for transfer or designation. The Nunatsiavut Government shall have 6 months from the date of receipt of the notice, or such longer time as may be agreed in writing between the Province and the Nunatsiavut Government, to exercise its rights under section 8.3.11 in respect of the lands described in the notice.
- 8.3.15 A transfer or designation under section 8.3.11 shall be given effect by the Province by order in council without fee or charge to the Nunatsiavut Government.
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CROSS-REFERENCED AND RELATED PROVISIONS

- 8.1.1 Definitions - "Overlap Agreement", "Rehabilitation", "Voisey's Bay Area"
8.3.16-8.3.20 - Treatment of Voisey's Bay Area lands post-transfer

SUBJECT: Transfer or Designation of Lands within the Voisey's Bay Area

OBLIGATION: Transfer of facilities and infrastructure
8.3.21 & 8.3.22

PARTIES: Canada
Province -Department of Environment and Conservation
(Environmental Assessment Branch)
- Department of Natural Resources (Mines Branch)
Developer or Subsequent Developer
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of intent to execute Rehabilitation or closure plan and invite request for transfer of existing infrastructure or facilities. Provide: a) sufficient details; and b) reasonable time frame for response.	Canada Province - Department of Environment and Conservation (Environmental Assessment Branch) Province - Department of Natural Resources (Mines Branch)	Prior to commencement of Closure and Rehabilitation.
2	If not agreed upon already, contact Developer or a Subsequent Developer to acquire desired infrastructure.	Nunatsiavut Government	Before preparing and submitting views on infrastructure it wishes to acquire.
3	Prepare and submit views with respect to infrastructure that it wishes to acquire and leave in place.	Nunatsiavut Government	Within time frame identified in Activity 1(b).
4	Give full and fair consideration to views presented by the Nunatsiavut Government.	Province Canada	Upon receipt of views.
5	Approve rehabilitation or closure plan.	Province Canada	As agreed.
6	Implement Rehabilitation or	Province	In accordance with its terms

	closure plan including transfer of any facility to the Nunatsiavut Government.	Canada	conditions.
7	Rehabilitate acquired land and infrastructure in conformity with pre-existing Rehabilitation requirements.	Nunatsiavut Government	After Closure and before disposal of any facilities or infrastructure acquired in Activity 6.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Voisey's Bay Environmental Management Board, established on July 22, 2002, involves all three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey's Bay Project and the review of all Permits.

As the Province is the original issuer of the Permits, it would be the Party responsible for any notification of a rehabilitation/closure plan.

Canada may be involved in rehabilitation/closure plans in areas within its jurisdiction, but it is not necessarily part of this Activity Sheet.

As a result of a transfer to the Nunatsiavut Government, no liability attaches to the Province (8.3.21(a)).

Alienation, transfers or designation of Voisey's Bay Area land does remove or void a Developer's or Subsequent Developer's obligations under an Impact and Benefit Agreement or a Closure and Post-Closure Procedure (8.3.23).

FINAL AGREEMENT PROVISIONS

- 8.3.21 Any facility or infrastructure belonging to the Developer or a Subsequent Developer that is located on land transferred to the Nunatsiavut Government pursuant to section 8.3.15 may be acquired by the Nunatsiavut Government with the agreement of the Developer or Subsequent Developer subject to the following:
- (a) no liability attaches to the Province as a result of a transfer pursuant to section 8.3.15; and
 - (b) when the facility or infrastructure so acquired is no longer retained by the Nunatsiavut Government, the Nunatsiavut Government shall ensure that the land and the facility or infrastructure are rehabilitated in conformity with the Rehabilitation requirements that apply to the Developer or Subsequent Developer in relation to the land and the facility or infrastructure as if no such transfer had been made, unless the Nunatsiavut Government and the Province otherwise agree.
- 8.3.22 Before approving a rehabilitation or closure plan with respect to the Voisey's Bay Area or the Voisey's Bay Project within their respective jurisdictions, Canada and the Province shall Consult the Nunatsiavut Government as to any facilities or infrastructure in the Voisey's Bay Area that the Nunatsiavut Government may wish to have left in place under the terms of the applicable rehabilitation or closure plan with a view to the acquisition of such facility or infrastructure by the Nunatsiavut Government, as contemplated in section 8.3.21, following Closure.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult", "Voisey's Bay Project"

8.1.1 - Definitions - "Voisey's Bay Area"

8.3.15 - Order in council giving effect to transfer or designation

SUBJECT: Rights to Develop the Voisey’s Bay Project

OBLIGATION: Use of land facilities and infrastructure in Voisey’s Bay Area
8.4.3 & 8.4.4

PARTIES: Nunatsiavut Government
Persons other than Inuit or Inuit Businesses

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request written agreement of Nunatsiavut Government to develop or use Voisey’s Bay Area facilities or infrastructure for purposes other than carrying out of the Voisey’s Bay Project.	Persons other than Inuit or Inuit Businesses	Before using or developing facilities or infrastructure.
2	Review proposal and approve or reject in writing.	Nunatsiavut Government	As soon as practicable after receiving written request.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Persons may include Governments or any Developer.

Prior to Closure, members of the Innu Nation and businesses owned and controlled by the Innu Nation or members of the Innu Nation are not required to submit a request for approval to the Nunatsiavut Government (8.4.4).

FINAL AGREEMENT PROVISIONS

8.4.3 The Voisey’s Bay Area and facilities and infrastructure located in or to be located in the Voisey’s Bay Area for purposes of the Voisey’s Bay Project shall not, without the prior written agreement of the Nunatsiavut Government, be developed or used by Persons other than Inuit and Inuit Businesses for purposes other than the carrying out of the Voisey’s Bay Project.

8.4.4 Notwithstanding section 8.4.3, if, prior to Closure, members of the Innu Nation or businesses owned and controlled by the Innu Nation or members of the Innu Nation, propose to develop or use the Voisey’s Bay Area, or facilities and infrastructure located in or to be located in the Voisey’s Bay Area, for any purpose other than the Voisey’s Bay Project, the agreement of the Nunatsiavut Government shall not be required but nothing in this section derogates from section 8.3.13.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Inuit Business”, “Person”, “Voisey’s Bay Project”

8.1.1 - “Voisey’s Bay Area”

8.3.13 - No transfer or alienation of land except for the Voisey's Bay Project.

SUBJECT: Voisey's Bay Area Inuit Impacts and Benefits Agreements

OBLIGATION: Negotiate subsequent Inuit Impacts and Benefits Agreements (IIBA) in the Voisey's Bay Area
8.5.5 & 8.5.7

PARTIES: Nunatsiavut Government
Subsequent Developer
Province

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Enter into negotiations to conclude an Inuit Impacts and Benefits Agreement (IIBA) with the Nunatsiavut Government.	Subsequent Developer	As desired.
2	Conclude Inuit Impacts and Benefits Agreement in accordance with part 7.7 of the Agreement.	Subsequent Developer Nunatsiavut Government	Before commencing, resuming, continuing or reviving the Voisey's Bay Project.
3	Disclose to the Province any provisions pertaining to training, employment and contracting preferences.	Subsequent Developer Nunatsiavut Government	As soon as practicable once an IIBA has been negotiated.
4	Determine whether the provisions are reasonable.	Province	As soon as practicable after disclosure.
5	If provisions are deemed reasonable, then introduce and support Legislation to ensure that they are lawful.	Province	As soon as practicable in consideration of Project requirements.
6	Allow Voisey's Bay Project to proceed.	Province	Upon completion of Inuit Impact and Benefit Agreement and subject to any other obligations under the Agreement required by Law.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Voisey's Bay Inuit Impact and Benefits Agreement was negotiated and ratified on July 29, 2002, subject to the terms and conditions of part 8.5 of the Agreement. Subsequent Developers will be subject to the same requirements.

The Voisey's Bay Inuit Impact and Benefits Agreement is a contract between the parties to that Agreement (8.5.2).

For purposes of Activity 4 the Province shall deem the provisions reasonable if non-Aboriginal persons have opportunities to participate in training, employment and contracting related to the Voisey's Bay Project (8.5.5).

FINAL AGREEMENT PROVISIONS

- 8.5.5 Upon execution of the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement referred to in section 8.5.7, and subject to disclosure to the Province of the provisions respecting training, employment and contracting preferences in the Voisey's Bay Inuit Impact and Benefits Agreement or an Inuit Impact and Benefits Agreement concluded under section 8.5.7, the Province shall, if it concludes that such preferences are reasonable, introduce and support Legislation to ensure that the provisions are lawful. For purposes of this section preferences shall be considered reasonable if non-aboriginal Persons have opportunities to participate in training, employment and contracting related to the Voisey's Bay Project.
- 8.5.7 A Subsequent Developer may not commence, continue, resume or revive the Voisey's Bay Project without first concluding an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in accordance with those provisions of part 7.7 that apply to a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands. An Inuit Impacts and Benefits Agreement under this section shall be subject to sections 8.5.3, 8.5.4 and 8.5.6, with any necessary changes in points of detail. For purposes of part 7.7 a Subsequent Developer shall be absolutely deemed to be a Developer and the commencement, continuation, resumption or revival of the Voisey's Bay Project by a Subsequent Developer shall be absolutely deemed to be a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Voisey's Bay Project", "Inuit Impact and Benefits Agreement"

8.1.1 - "Voisey's Bay Area"

Economic Development - 7.7 - Terms of Inuit Impacts and Benefits Agreements

SUBJECT: Consultation with respect to the Voisey's Bay Project

OBLIGATION: Consultations on Permit applications
8.6.1, 8.6.2, 8.6.4

PARTIES: Canada
Province
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide Nunatsiavut Government with copies of all Permit applications and supporting documentation, including information on the process for the disposition of the application, or any other work or activity in the Voisey's Bay Area.	Canada Province	On a timely basis.
2	Notify the Nunatsiavut Government of intent to make decision on application, issue an order, or develop conditions or amendments to a Permit or order. Provide: a) sufficient details; and b) reasonable time frame for response.	Canada Province	Prior to making a decision or developing conditions or amending a permit.
3	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within the time frame established in Activity 2(b).
4	Give full and fair consideration to views presented by the Nunatsiavut Government.	Canada Province	As soon as practicable upon receipt of views.
5	Make decision or develop conditions.	Canada Province	Within any applicable time frame.
	Provide to the Nunatsiavut	Canada	

6	Government copies of all Permits pertaining, and in effect from time to time, to the Voisey's Bay Project and the Voisey's Bay Area.	Province	On a timely basis.
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PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Several federal and Provincial departments and agencies may be involved in the activities of this sheet. For example Natural Resources Canada is responsible for Permits concerning explosives.

The existing Voisey's Bay Environmental Management Board, established on July 22, 2002, involves all three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey's Bay Project and the review of all Permits.

In the event that a Water Use Permit is required by the Developer or Subsequent Developer for a change or addition to the Undertaking that would substantially affect the quantity, quality or rate of flow of Water in Ikadlivik Brook, Inuit shall be entitled to compensation. Parts 5.5 and 5.6 of the Water Management and Inuit Water Rights chapter apply (see Activity Sheets 5-3 and 5-6).

FINAL AGREEMENT PROVISIONS

- 8.6.1 Canada and the Province shall provide to the Nunatsiavut Government on a timely basis, a copy of every application made by the Developer or a Subsequent Developer for a Permit with respect to the Voisey's Bay Project or any other work or activity in the Voisey's Bay Area and any plan, report, or other document submitted by the Developer or Subsequent Developer with respect to the application that is required by Law, and any information respecting the process, including timing, applicable to the disposition of such application.
- 8.6.2 Canada and the Province shall Consult the Nunatsiavut Government prior to:
 - (a) deciding an application for a Permit or issuing an order pertaining to the Voisey's Bay Project or to any other work or activity in the Voisey's Bay Area; or
 - (b) attaching a condition or making an amendment to a Permit or order pertaining to the Voisey's Bay Project or to any other work or activity in the Voisey's Bay Area.
- 8.6.4 Canada and the Province shall provide to the Nunatsiavut Government, on a timely basis, a copy of every Permit pertaining to the Voisey's Bay Project and the Voisey's Bay Area in effect from time to time.

CROSS-REFERENCED AND RELATED PROVISIONS

- General Definitions and Interpretation - 1.1.1 - "Consult", "Developer", "Subsequent Developer", "Permit", "Voisey's Bay Project"
- 8.1.1 - "Voisey's Bay Area"

SUBJECT: Consultation with respect to the Voisey's Bay Project

OBLIGATION: Notification in cases of emergency within the Voisey's Bay Area
8.6.3 & 8.6.4

PARTIES: Canada
Province
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Issue Permit or order in relation to Voisey's Bay Project or any other work or activity in the Voisey's Bay Area.	Canada Province	As necessary in case of emergency.
2	Inform Nunatsiavut Government of decisions or actions and rationale and provide copies of any Permit.	Canada Province	As soon as practicable after issuing Permit or order.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Several federal and Provincial departments and agencies may be involved in the activities of this sheet.

It is anticipated that the relevant Provincial Departments will be the Department of Environment and Conservation and the Department of Natural Resources.

It is anticipated that the relevant federal Departments will include the Department of Human Resources and Skills Development Canada (Labour Programs Branch).

There is no need for either government to Consult with the Nunatsiavut Government in cases of emergency which for purposes of this Activity Sheet means an unplanned, present or imminent event that:

- (a) threatens human life, health or safety;
- (b) has caused or could cause significant damage to property; or
- (c) has caused or could cause pollution or harm to the Environment (8.6.3).

FINAL AGREEMENT PROVISIONS

8.6.3 Notwithstanding section 8.6.2, if there is an emergency Canada or the Province may issue a Permit or order in relation to the Voisey's Bay Project or any other work or activity in the Voisey's

Bay Area without first Consulting the Nunatsiavut Government, but as soon as practicable thereafter shall inform the Nunatsiavut Government of, and provide the reasons for, the decision or action. In this section "emergency" means an unplanned, present or imminent event that:

- (a) threatens human life, health or safety;
- (b) has caused or could cause significant damage to property; or
- (c) has caused or could cause pollution or harm to the Environment.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Permit", "Voisey's Bay Project"
8.1.1 - "Voisey's Bay Area"

SUBJECT: Consultation with respect to the Voisey's Bay Project

OBLIGATION: Consultation with respect to section 35(2) of the *Fisheries Act* 8.6.5

PARTIES: Canada - Department of Fisheries and Oceans
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of intent to develop conditions required of a Developer or Subsequent Developer for authorization pursuant to section 35(2) of the federal <i>Fisheries Act</i> . Provide: a) sufficient details; and b) reasonable time frame for response.	Canada - Department of Fisheries and Oceans	Prior to developing conditions.
2	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within time frame established in Activity 1(b).
3	Give full and fair consideration to views presented by the Nunatsiavut Government.	Canada - Department of Fisheries and Oceans	As soon as practicable upon receipt of views.
4	Develop conditions.	Canada - Department of Fisheries and Oceans	Within any applicable time frames.
5	Notify Nunatsiavut Government of intent to authorize activity under subsection 35(2) of the federal <i>Fisheries Act</i> . Provide: a) sufficient details; and b) reasonable time frame for response.	Canada - Department of Fisheries and Oceans	Prior to issuing authorization.
6	Review information as provided; prepare and	Nunatsiavut Government	Within time frame established in Activity

	submit views.		5(b).
7	Give full and fair consideration to views presented by the Nunatsiavut Government.	Canada - Department of Fisheries and Oceans	As soon as practicable upon receipt of views.
8	Issue authorization.	Canada - Department of Fisheries and Oceans	As desired.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Voisey's Bay Environmental Management Board, established on July 22, 2002, involves all three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey's Bay Project and the review of all Permits.

FINAL AGREEMENT PROVISIONS

8.6.5 In relation to the Voisey's Bay Project, Canada shall Consult the Nunatsiavut Government:

- (a) on any conditions that might be required of the Developer or a Subsequent Developer for an authorization pursuant to subsection 35(2) of the *Fisheries Act*, and
- (b) before issuing an authorization to the Developer or a Subsequent Developer pursuant to subsection 35 (2) of the *Fisheries Act*.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult", "Developer", "Subsequent Developer"
Federal *Fisheries Act* - subsection 35 (2)

SUBJECT: Consultation with respect to the Voisey's Bay Project

OBLIGATION: Consultation with respect to shipping (navigation services and hydrographic surveys) in the Zone
8.6.6

PARTIES: Canada - Department of Fisheries and Oceans
- Transport Canada
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	<p>Notify Nunatsiavut Government of intent to:</p> <ul style="list-style-type: none"> a) establish marine navigation services; b) issue approvals or exemptions under <i>Navigable Waters Protection Act</i>; and c) conduct hydrographic surveys along the shipping routes to and from the Voisey's Bay Project. <p>Provide:</p> <ul style="list-style-type: none"> i) sufficient details; and ii) reasonable time frame for response. 	Canada - Relevant federal department	Prior to establishing, approving or conducting activities in the Zone.
2	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within time frame established in Activity 1(ii).
3	Give full and fair consideration to views presented by the Nunatsiavut Government.	Canada - Relevant federal department	As soon as practicable upon receipt of views.
4	Establish, approve or conduct activities in the Zone.	Canada - Relevant federal department	Within any applicable time frames.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Voisey's Bay Environmental Management Board, established on July 22, 2002, involves all

three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey's Bay Project and the review of all Permits.

The activities of this sheet only apply to shipping in the Zone directly associated with the Voisey's Bay Project.

Relevant federal department will depend on the Activity. Transport Canada will be responsible for the establishment of marine navigation services and the issuance of approvals or exemptions under *Navigable Waters Protection Act*. The Department of Fisheries and Oceans will be responsible to conduct hydrographic surveys along the shipping routes to and from the Voisey's Bay Project.

Marine navigation services within the Zone are generally the responsibility of the Department of Fisheries and Oceans however responsibilities may extend to Transport Canada.

FINAL AGREEMENT PROVISIONS

8.6.6 With respect to shipping in the Zone directly associated with the Voisey's Bay Project, Canada shall Consult the Nunatsiavut Government in relation to the following matters:

- (a) the establishment by Canada of marine navigation services;
- (b) subject to 8.6.7, the issuance of approvals or exemptions under the *Navigable Waters Protection Act*; and
- (c) hydrographic surveys along the shipping routes to and from the Voisey's Bay Project related to the Voisey's Bay Project.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult", "Voisey's Bay Project", "Zone"
Navigable Waters Protection Act

8.6.7 - Exemptions for emergency.

SUBJECT: Consultation with respect to the Voisey's Bay Project

OBLIGATION: Notify of approvals or exemptions with respect to navigation services and hydrographic surveys in the Zone in cases of emergency
8.6.7

PARTIES: Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish marine navigation services, issue approvals or exemptions under <i>Navigable Waters Protection Act</i> , or conduct hydrographic surveys in relation to Voisey's Bay Project.	Canada	As necessary in case of emergency.
2	Inform Nunatsiavut Government of decisions or actions.	Canada	As soon as practicable after taking action.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Marine navigation services within the Zone are generally the responsibility of the Department of Fisheries and Oceans however responsibilities may extend to Transport Canada.

There is no need for Canada to Consult with the Nunatsiavut Government in cases of emergency which for purposes of this Activity Sheet means an unplanned, present or imminent event that:

- (a) threatens human life, health or safety;
- (b) has caused or could cause significant damage to a ship or ship's cargo; or
- (c) has caused or could cause pollution or harm to the marine Environment (8.6.7).

FINAL AGREEMENT PROVISIONS

8.6.7 In the case of matters referred to in section 8.6.6, Consultation will not be required in the event of an emergency, but the Nunatsiavut Government shall be provided with notice thereof as soon as practicable after the approvals or exemptions have been provided. In this section "emergency" means an unplanned, present or imminent event that:

- (a) threatens human life, health or safety;
- (b) has caused or could cause significant damage to a ship or ship's cargo; or

- (c) has caused or could cause pollution to the marine Environment.
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CROSS-REFERENCED AND RELATED PROVISIONS

8.6.6 - Consultation with respect to shipping (navigation services and hydrographic surveys) in the Zone.
Navigable Waters Protection Act

SUBJECT: Consultation with respect to the Voisey’s Bay Project

OBLIGATION: Consult in advance of providing advice to a Developer or Subsequent Developer on shipping or a marine transportation management plan
8.6.8

PARTIES: Canada
Province - Department of Natural Resources (Mines Branch)
- Department of Transportation and Works
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of intent to provide advice to a Developer or Subsequent Developer on shipping or a marine transportation management plan, and provide: a) sufficient details; and b) reasonable time frame for response.	Canada Province - Relevant department	Prior to providing advice.
2	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within time frame established in Activity 1(b).
3	Give full and fair consideration to views presented by the Nunatsiavut Government.	Canada Province - Relevant department	As soon as practicable upon receipt of views.
4	Provide advice.	Canada Province - Relevant department	As desired.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Voisey’s Bay Environmental Management Board, established on July 22, 2002, involves all three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey’s Bay Project and the review of all Permits.

For federal responsibilities, shipping and marine transportation are generally the responsibility of the Department of Fisheries and Oceans however responsibilities may extend to Transport Canada.

For areas of Provincial responsibility, the Department of Natural Resources has primary responsibility for issues regarding onshore concentrate handling and winter shipping. The Provincial Department of Transportation and Works has responsibility for harbour and marine issues within Provincial jurisdiction.

With respect to a marine transportation management plan, Canada and the Province shall Consult with respect to, but not limited to, winter shipping, shipping routes, oil spill emergency response plans, search and rescue plans, concentrate loading procedures, navigational aids, pilotage requirements and any voluntary agreements including an agreement supporting the applicable principles of the Arctic Ice Regime Shipping System.

FINAL AGREEMENT PROVISIONS

- 8.6.8 Canada and the Province shall Consult the Nunatsiavut Government prior to providing advice to the Developer or a Subsequent Developer regarding:
- (a) all significant elements of the marine transportation management plan relating to the Voisey's Bay Project, including but not limited to winter shipping, shipping routes, oil spill emergency response plans, search and rescue plans, concentrate loading procedures, navigational aids and pilotage requirements; and
 - (b) any voluntary agreements that may be reached in relation to shipping by the Developer or Subsequent Developer, including an agreement supporting the applicable principles of the "Arctic Ice Regime Shipping System (AIRSS) Standards" referred to in the *Arctic Shipping Pollution Prevention Regulations*.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult"
Arctic Shipping Pollution Prevention Regulations

SUBJECT: Consultation with respect to the Voisey's Bay Project

OBLIGATION: Consult with respect to measures for conservation, protection, and rehabilitation of the Environment
8.7.1

PARTIES: Canada
Province - Department of Environment and Conservation
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of intent to implement measures for conservation, protection, and rehabilitation of the Environment. Provide: a) sufficient details, and b) reasonable time frames for response.	Canada Province - Department of Environment and Conservation	Prior to implementation of measures.
2	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within time frame established in Activity 1(b).
3	Give full and fair consideration to views presented to the Nunatsiavut Government.	Canada Province - Department of Environment and Conservation	As soon as practicable upon receipt of views.
4	Implement measures.	Canada Province	As desired.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

With respect to federal areas, measures for conservation, protection, and rehabilitation of the Environment are generally the responsibility of the Department of Fisheries and Oceans however responsibilities may extend to Transport Canada.

Consultation shall include, in particular, measures :

- (a) pertaining to the enforcement of all regulatory requirements, and the terms and conditions of all Permits in relation to the Voisey's Bay Project;
- (b) to require that the Developer or a Subsequent Developer prevent or Mitigate adverse

Environmental Effects of the Voisey's Bay Project; and

- (c) to consider Inuit Knowledge, scientific information and the precautionary principle in Environmental management of the Voisey's Bay Project.

The Voisey's Bay Environmental Management Board, established on July 22, 2002, involves all three Parties and the Innu Nation for the coordination of the various consultation processes associated with the Voisey's Bay Project and the review of all Permits.

FINAL AGREEMENT PROVISIONS

8.7.1 Canada and the Province shall Consult the Nunatsiavut Government about measures to conserve, protect and rehabilitate the Environment in relation to the Voisey's Bay Project including the implementation of measures:

- (a) pertaining to the enforcement of all regulatory requirements, and of the terms and conditions of all Permits in relation to the Voisey's Bay Project;
- (b) to require that the Developer or a Subsequent Developer prevent or Mitigate adverse Environmental Effects of the Voisey's Bay Project; and
- (c) to consider Inuit Knowledge, scientific information and the precautionary principle in Environmental management of the Voisey's Bay Project.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation -1.1.1 - "Consult", "Environment"