



Also in its April 24<sup>th</sup> letter, NIRB suggests that finalizing the IIBA in advance of the hearing resulted in a deficient article 12 examination of the mechanisms proposed to mitigate socio-economic impacts to Inuit and the socio-economic assessment on the balance of the non-Inuit residents. With respect, this statement can not be supported. Firstly, as stated, NIRB has the necessary information, albeit in summary form, to be assured that the mechanisms for mitigation of socio-economic impacts on Inuit are contained in the IIBA. Secondly, KIA representatives were present throughout the hearings and were prepared to respond to any outstanding Inuit related socio-economic concerns NIRB may have had during that 'final' stage of the NIRB process. Thirdly, finalizing the IIBA does not affect NIRB's ability to make a socio-economic assessment on the balance of non-Inuit residents. We are aware that Cumberland has offered to participate in a monitoring program outside the scope of the IIBA, which may be an appropriate way to deal with non-Inuit concerns. To be clear, concerns of non-Inuit should be addressed outside of the IIBA, by government and other responsible parties.

KIA is also concerned that NIRB has asked Cumberland to provide information on socio-economic impacts should the all weather road remain open beyond the scope of the Project. Cumberland made it clear that its intention is to close the road and remediate the area. This will be reflected in their Inuit Owned Lands lease with KIA. KIA is satisfied that the socio economic impacts of the road, as well as its closure, are addressed in the IIBA. You have asked Cumberland to speculate on a scenario that is not before the Board and not before nor anticipated by KIA as landowners. If, in the future, a proposal is brought forward to keep the road open, it must be dealt with by the proper bodies who will have a specific proposal to consider.

With respect to the issue relating to consultation with Chesterfield residents and shipping issues, Cumberland did respond to the comments made at the hearing by community members. In addition, NIRB was told by regulatory agencies that they were satisfied. KIA is puzzled over the Board's desire to receive additional information but, in any event, believes that any remaining concerns could be dealt with through conditions, and that delaying closing the record pending receipt of such information is unwarranted.

In summary, KIA believes that NIRB is misunderstanding and exceeding its mandate in taking the approach it has in this matter. We are seriously concerned that there will be repercussions not only for this Project but for other potential projects in Nunavut. We are aware that Kitikmeot Inuit Association has registered its concerns about the approach taken by NIRB respecting the proposed Jericho project monitoring program and KIA shares many of those concerns as well. It seems NIRB must reconsider the way in which it perceives its role and responsibilities so that Inuit can be assured that they are well-served by this very important (NLCA) Institute of Public Government. It is in this light that we offer our comments as we do, since it is in the interests of us all to ensure that processes set up under the NLCA work for the benefit of Inuit.

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Notwithstanding our very serious concerns about the approach taken by the Board, in order to assist NIRB to move forward with its consideration of the Meadowbank Project, KIA is (with Cumberland's consent) enclosing a copy of the IIBA, excluding Schedule J which contains confidential financial information. We trust that, with receipt of this document and other information to be provided by Cumberland, the Board will be able to make its decision in this matter as soon as possible.

Sincerely,

**KIVALLIQ INUIT ASSOCIATION**

Per:

**Tongola Sandy**  
**President**

Copy: Honorable J. Prentice, Minister of Indian and Northern Affairs Canada  
Honorable Paul Okalik, Premier of Nunavut  
Mr. Paul Kaludjak, President, Nunavut Tunngavik Incorporated  
Mr. Donald Havioryak, President, Kitikmeot Inuit Association  
Mr. Thomasie Alikatuktuk, President, Qikiqtani Inuit Association  
Mr. Craig Goodings, Cumberland Resources Ltd.

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**MEADOWBANK PROJECT  
INUIT IMPACT & BENEFIT AGREEMENT**

**CUMBERLAND RESOURCES LTD. and MEADOWBANK MINING CORPORATION**

**and**

**KIVILLIQ INUIT ASSOCIATION**



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**INUIT IMPACT & BENEFIT AGREEMENT**

**THIS AGREEMENT** made this 25 day of March, 2006

**BETWEEN:**

**CUMBERLAND RESOURCES LTD. and MEADOWBANK MINING CORPORATION**

**each** a corporation incorporated under the laws of British Columbia  
having a head office at Vancouver, British Columbia  
("Cumberland")

- and -

**KIVALLIQ INUIT ASSOCIATION**

a society incorporated under the laws of Nunavut  
representing the Inuit from the Kivalliq Region  
("KIA")

**WHEREAS:**

- A. Cumberland proposes to develop and operate a gold mine in the Kivalliq region of Nunavut, known as the Meadowbank Project;
- B. Article 26 of the Nunavut Land Claims Agreement requires an Inuit Impact and Benefit Agreement when a Major Development Project is undertaken wholly or partially on Inuit Owned Lands;
- C. The Meadowbank Project is a Major Development Project which will be constructed on Inuit Owned Lands;
- D. KIA is the Designated Inuit Organization under Article 26 of the Nunavut Land Claims Agreement for the Kivalliq Region;
- E. The Meadowbank Project will create impacts on and benefits for Inuit of the Kivalliq Region and Nunavut;
- F. The parties wish to record their agreements respecting Article 26 of the Nunavut Land Claims Agreement;
- G. This Agreement will be guided by and implemented in accordance with its terms and Article 26 of the Nunavut Land Claims Agreement.

**NOW THEREFORE** this Agreement, in consideration of the terms and mutual covenants contained herein, witnesses the parties agreements, as follows:

## ARTICLE ONE DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this Agreement, the following terms have the following meanings:

**Agreement** means this Inuit Impact and Benefit Agreement and all schedules, amendments or extensions thereof.

**Closure** means the abandonment, decommissioning and reclamation phase of the Meadowbank Project.

**Commissioning Date** means the date on which Cumberland's third party engineering contractors deem the Meadowbank Project complete and operating as designed.

**Construction** means all work undertaken to build and bring the Meadowbank Project to the Commissioning Date, including all buildings, structures, infrastructure, plant, Road, earthworks and equipment to be used for or in support of the operation of the Meadowbank Project.

**Construction Decision** means that point in time when Cumberland notifies KIA that it has decided to proceed with Construction of the Meadowbank Project.

**Contractors** means those persons retained by Cumberland for the purposes of the Meadowbank Project and includes all subcontractors .

**Contractor's Inuit Content Plan or CICIP** has the meaning attributed to it in Schedule F of this Agreement.

**Country Food** means traditional food used by Inuit.

**Degree of Inuit Employment** means the proportion of Inuit employees, including trainees and apprentices, as compared to the total number of employees employed at the Meadowbank Project for a particular contract or contract proposal.

**Degree of Inuit Ownership** means the percentage of Inuit ownership in a business, relative to the total equity in the business.

**Dispute** means any disagreement between the Parties arising from the interpretation, application or implementation of any provision of this Agreement.

**Effective Date** means the date this Agreement is executed by the Parties.



**Head Office in the Kivalliq Region** means the physical location of the head office of the business is located in a Kivalliq Community.

**Inuit** means those persons who are registered on the Inuit Enrollment List, as defined in Article 35 of the Nunavut Land Claims Agreement.

**Inuit Content** means those components and factors used to calculate Inuit involvement in Meadowbank Project contracts, as set out in Schedule F.

**Inuit Firm** means an entity registered as such on the Nunavut Tunngavik Inc. Inuit Firm registry.

**Inuit Owned Lands** means those lands that are vested in or acquired by KIA in accordance with the Nunavut Land Claims Agreement.

**Kivalliq Communities** means the communities of Baker Lake, Chesterfield Inlet, Rankin Inlet, Arviat, Whale Cove, Repulse Bay and Coral Harbour, in Nunavut.

**Kivalliq Region** means the Kivalliq Land Use Region (formerly the Keewatin Land Use Region) as set out in Schedule 19-4 of the Nunavut Land Claims Agreement.

**Labour Force Development Plan** has the meaning attributed to it in Schedule D of this Agreement.

**Meadowbank Project** means the open pit gold mine to be constructed and operated by Cumberland in the Kivalliq Region, as described in the Project Description of Cumberland's Final Environmental Impact Statement submitted to the Nunavut Impact Review Board in November, 2005.

**Nunavut Land Claims Agreement** means the agreement more formally known as the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada as ratified by the Nunavut Land Claims Agreement Act R.S.C. 1985 c.N-14 and by vote of Inuit.

**Parties** means Cumberland and KIA.

**Points of Hire** has the meaning ascribed to it in Schedule E of this Agreement.

**Proportion of Wages Accruing to Inuit** means the portion of the proposed total wages at the Meadowbank Project paid or to be paid directly to Inuit.

**Road** means the permanent road to be constructed by Cumberland between the community of Baker Lake and the Meadowbank Project.

**Total Purchases/Inputs from Inuit Firms** means the proportionate total dollar value of goods, supplies, services and equipment and other inputs provided by Inuit Firms relative to the total value of goods, supplies, services and equipment forming the total of the contract proposal or contract.

**Unavoidable Event** means an act of God, strike, lockout or other industrial disturbance, unlawful act against public order or authority, war, blockade, public riot, lightning, fire, explosion, storm or flood which is reasonably beyond the control of the Party claiming the Unavoidable Event. Financial inability does not constitute an Unavoidable Event.

**Work Force** means the number of persons available and willing to accept employment.

## **1.2 Interpretation**

Words importing gender shall include all genders, words importing the singular shall include the plural and vice versa, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and government authorities.

## **1.3 Entire Agreement**

The Preamble, Articles and the Schedules constitute the entire agreement between the Parties with respect to the subject matters set forth therein and supercede any prior agreement, negotiation or understandings between the Parties. Headings are for convenience of reference only and shall not affect the interpretation of the Agreement.

## **1.4 Severability**

The provisions of the Agreement are severable. If any provision is declared by a court of law of competent jurisdiction to be void or unenforceable, it shall be severed and the remaining provisions shall continue to have full force and effect. In the event that a provision is held to be invalid and severed from the Agreement, the parties agree to make best efforts to negotiate a replacement of the provision which is consistent with the purpose and intent of this Agreement and Article 26 of the Nunavut Land Claims Agreement.

## **ARTICLE TWO PURPOSE & COMMITMENTS**

### **2.1 Purpose**

The purpose of this Agreement is to:

- a) ensure that the Meadowbank Project contributes to the well-being of Inuit;
- b) provide for training, employment and business opportunities for Inuit arising out of the Meadowbank Project;
- c) address, as far as reasonably possible, any detrimental impacts and provide for benefits for Inuit from the Meadowbank Project;
- d) establish a positive working relationship and effective communication between the Parties; and
- e) achieve any other goals consistent with Article 26.3.3 of the Nunavut Land Claims Agreement.

### **2.2 Commitments of Cumberland**

Cumberland shall deliver to KIA all of its commitments set out in this Agreement.

### **2.3 Commitments of KIA**

KIA shall deliver to Cumberland all of its commitments set out in this Agreement.

### **ARTICLE THREE GENERAL PROVISIONS**

#### **3.1 Representations and Warranties**

Each of Cumberland and KIA represent and warrant to the other that they have the legal power, capacity and authority to enter into this Agreement and carry out their respective obligations.

#### **3.2 Non-derogation**

Nothing in this Agreement shall derogate from or abrogate any right or interest granted to KIA or to Inuit under the Nunavut Land Claims Agreement.

#### **3.3 Compliance**

Cumberland shall at all times comply with all applicable laws, regulations, orders, authorizations and permits relating to the Meadowbank Project.

#### **3.4 Assignment**

Cumberland shall not assign this Agreement or any part of it, unless:

- a) the assignee is the purchaser or transferee of the Meadowbank Project or of an interest in it;
- b) the Parties agree that the assignee, at the time of the transaction, has the financial and such other capacity and qualifications as may be required to carry out the obligations of Cumberland under this Agreement;
- c) the assignee undertakes in writing to KIA to assume all of Cumberland's obligations and liabilities under this Agreement; and
- d) KIA consents in writing to the assignment, such consent not to be unreasonably withheld once the conditions in paragraphs (a) to (c) are satisfied.

3.5 Notwithstanding any such assignment, Cumberland shall remain liable to KIA in accordance with the terms of this Agreement.

3.6 KIA shall not assign this Agreement or any part of it, or be released from its obligations or covenants, unless the assignment is to a successor organization that is a Designated Inuit Organization for the Kivalliq Region under the Nunavut Land Claims Agreement.

3.7 No assignment shall affect any obligation or any outstanding commitment by either Party.

### **3.08 Confidentiality**

The Parties agree that the specific provisions of this Agreement shall be kept confidential but that the Parties shall jointly prepare and may distribute a summary of the Agreement, excluding Schedule J which shall at all times remain confidential.

3.09 Notwithstanding section 3.08, either party may disclose as required by law, or as necessary to its professional advisors, who shall similarly be subject to a requirement of confidentiality.

### **3.10 Non Waiver**

No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party shall be deemed to be a consent to or waiver of any other breach or default in the performance of obligations by such Party. Failure to complain or act or declare the other Party in default, irrespective of how long such failure continues, shall not prevent a Party from subsequently exercising its rights hereunder.

### **3.11 Notices**

Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing, delivered to, or sent by prepaid courier or confirmed facsimile, addressed as follows:

- (a) In the case of Cumberland:  
The President,  
Cumberland Resources Ltd.  
#950 505 Burrard Street,  
Box 72, One Bentall Centre,  
Vancouver, B.C. V7X 1M4  
Fax (604) 608-2559
- (b) In the case of KIA:  
The President,  
Kivalliq Inuit Association,  
Box 340,  
Rankin Inlet, NU X0C 0G0  
Fax (867) 645-2348

### **3.12 Language of Agreement & Translation**

The Parties declare that they have requested that the Agreement be drawn up in the English language. This Agreement, and all documents to be produced in accordance with this Agreement, which are intended for distribution to Inuit shall be made available in both English and Inuktitut.

### **3.13 Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the Territory of Nunavut and the laws of Canada applicable therein.

### **3.14 Further Acts**

The Parties shall do all acts and execute and deliver all such documents and instruments as may from time to time be necessary or advisable in order to perform and carry out the purpose and intent of this Agreement.

### **3.15 No Agency, Partnership**

Nothing in this Agreement shall be construed to create a relationship of agency, partnership, fiduciary or similar relationship between the Parties.

### **3.16 Benefit of Agreement**

This Agreement shall be for the benefit of the Parties and their respective successors and permitted assigns.

### **3.17 Disputes**

A Dispute between the Parties may be referred to the Implementation Committee for resolution. Notwithstanding the foregoing, a Party may at any time refer a Dispute for resolution in accordance with Schedule M.

## **ARTICLE FOUR COMING INTO FORCE, TERMINATION & UNAVOIDABLE EVENT**

### **4.1 Coming into Force**

This Agreement shall come into force on the Effective Date and shall continue for a term of three years and, subject to Articles 4.2 and 5.1, shall automatically be renewed for successive terms of three years thereafter until termination.

### **4.2 Termination**

This Agreement can be terminated upon mutual agreement of the Parties.

### **4.3 Unavoidable event**

If a Party is unable to undertake or complete any obligation under this Agreement as a result of an Unavoidable Event, such Party shall not be in default under this Agreement until the cause thereof has been removed, provided that:

- a) the Party seeking to invoke the benefit of this provision promptly notifies the other Party in writing of the Unavoidable Event and proceeds diligently to undertake or complete those obligations not affected by the Unavoidable Event; and
- b) Cumberland's obligations under Schedule J shall not be affected by an Unavoidable Event.

## **ARTICLE 5 REVIEW & AMENDMENT**

### **5.1 Review and Renegotiation**

The parties shall review this Agreement on or about the third anniversary of the Effective Date and every three years thereafter, with a view to determining if there has been any material change in circumstance which would require a reconsideration of any terms of this Agreement. If either Party is of the view that amendments should be made, the Parties shall in good faith enter into negotiations to amend this Agreement. If the parties are unable to reach agreement on any amendment, the matter shall be considered a Dispute to be resolved in accordance with Schedule M. Any agreement to amend shall be recorded in accordance with article 5.2.

### **5.2 Amendment**

This Agreement may be amended from time to time by written agreement, signed by the Parties.



**ARTICLE SIX  
EXECUTION OF THE AGREEMENT**

**ALL OF WHICH HAS BEEN AGREED TO** as of the date first above written, as evidenced by the signatures of the duly authorized representatives of the Parties.

**KIVALLIQ INUIT ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**CUMBERLAND RESOURCES LTD.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**MEADOWBANK MINING CORPORATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## **SCHEDULE A: IMPLEMENTATION**

### **Objective**

1. This Schedule has the following objectives:
  - a) full, effective and cooperative implementation of this Agreement;
  - b) periodic review of implementation of obligations contained in this Agreement;
  - c) ongoing adaptation of implementation plans to ensure that the objectives and obligations of this Agreement are being met for the mutual benefit of Cumberland and KIA; and
  - d) effective communication between the Parties and to the public.

### **Implementation Committee**

2. Within sixty (60) days of the Effective Date, or at such earlier time agreed to by the Parties, an Implementation Committee will be established.

### **Membership of the Implementation Committee**

3. The Implementation Committee shall be comprised of four members. KIA shall appoint two members, of which one member shall be from Baker Lake. Cumberland shall appoint two members. Replacement members may be appointed to the Implementation Committee from time to time by the Parties appointing their respective members. The Parties shall each endeavor to maintain consistent membership on the Implementation Committee.

### **Committee Support**

4. In addition to Committee members, each Party may have advisors and management level support at each Implementation Committee meeting.

### **Duties of the Committee**

5. The Committee shall:
  - a) Monitor the implementation of obligations made under this Agreement;
  - b) Recommend strategies and plans to the Parties for the successful implementation of obligations made under this Agreement;
  - c) Assist in the resolution of Disputes pertaining to this Agreement if requested by the Parties;

- d) Review Cumberland's Annual IIBA Implementation Report and provide observations and recommendations to the Parties to improve implementation of this Agreement;
- e) Assign a working group, when required, to conduct work and report back to the Implementation Committee;
- f) Provide the Parties with information on this Agreement and the Meadowbank Project for incorporation into newsletters, publications and releases;
- g) Review reports of the Meadowbank IIBA Coordinator and the KIA IIBA Coordinator;
- h) Provide input to the Parties on the Labour Force Development Plan;
- i) Consider other items of mutual concern related to the implementation of this Agreement, raised by either Party.

### **Committee Decisions**

- 6. If the Implementation Committee fails to agree on any matter, members may refer the matter to the Parties for resolution.

### **Meetings of the Implementation Committee**

- 7. There shall be an inaugural meeting of the Implementation Committee within sixty (60) days of its establishment, and thereafter at least two (2) in-person meetings each year and such teleconferences as deemed necessary by the Implementation Committee.

### **Chair of the Implementation Committee**

- 8. The Parties shall alternate in chairing meetings of the Implementation Committee and the chair shall be responsible for determining the location and setting the agenda for Implementation Committee meetings following input by the other Party.

### **Costs**

- 9. The KIA costs associated with participating on the Implementation Committee shall be paid for by KIA.
- 10. Except as stated in section 9, all reasonable costs of the Implementation Committee and any working group shall be paid for by Cumberland.

**Annual IIBA Implementation Report**

11. Cumberland will prepare an Annual IIBA Implementation Report ("Implementation Report") on this Agreement and provide the Implementation Report to KIA. The initial Implementation Report will be completed within eight (8) months of the Effective Date or on the next ensuing April 1<sup>st</sup>, whichever is the later, and thereafter the Implementation Report will be completed by April 1<sup>st</sup> in each year. The Implementation Report shall contain detailed information on:
  - a) Employment activities in Nunavut at all levels detailing Inuit employment and progress toward achievement of the MIEG described in Schedule E;
  - b) Economic benefits arising from Inuit participation in the Meadowbank Project;
  - c) Contracts awarded, detailing progress toward CICP implementation, as described in Schedule F;
  - d) Training programs which Cumberland implemented, contributed to or participated in, detailing Inuit participation; and
  - e) Other matters pertaining to this Agreement as appropriate.
12. Cumberland will be responsible for all costs associated with the collection of information and data; analysis; and the production and distribution of the Implementation Report. KIA may make the Implementation Report available to the public in all Kivalliq Communities.

**Communication with the Public**

13. Each Party will inform the other Party of any public meetings pertaining to this Agreement where the other Party's interests under this Agreement may be affected.
14. Subject to any confidentiality agreement between KIA and Cumberland, where information provided to KIA by Cumberland affects Kivalliq Inuit, those Inuit will be informed of the information in an appropriate manner by KIA.
15. Upon execution of this Agreement, the Parties shall jointly issue a press release that confirms the execution of this Agreement.

**Communication between Parties**

16. Nothing in this Schedule prevents the Parties from communicating with one another on matters considered important for the successful implementation of this Agreement.

## **SCHEDULE B: MEADOWBANK IIBA COORDINATOR**

### **Objective**

1. This Schedule has the following objectives:
  - a) full, effective and cooperative implementation of this Agreement;
  - b) employment of a Meadowbank IIBA Coordinator ("Meadowbank Coordinator") to assist Cumberland in the implementation of obligations established in this Agreement.

### **Administration**

2. Cumberland will employ and notify KIA of the Meadowbank Coordinator's name and contact information within sixty (60) days of the Effective Date. In the event a new Meadowbank Coordinator is appointed, Cumberland will notify KIA within five (5) working days of such appointment.

### **Location**

3. Cumberland agrees that the location of the Meadowbank Coordinator will be in Baker Lake.

### **Roles and Responsibilities**

4. The Meadowbank Coordinator will assist Cumberland to ensure that the obligations of this Agreement are observed. Specific roles and responsibilities include:
  - a) working closely with Cumberland management and the KIA IIBA Coordinator to design and develop strategies and plans to provide Inuit with opportunities to benefit from the Meadowbank Project;
  - b) identifying Inuit and Inuit Firms interested in taking advantage of Meadowbank Project-related employment and contracting opportunities during all phases of the Meadowbank Project;
  - c) providing secretariat services to the Implementation Committee including preparation and distribution of meeting minutes;
  - d) participating in the development of a Labour Force Development Plan;
  - e) acting as one (1) of the Cumberland members on the Implementation Committee, if directed by Cumberland;

- f) advising Cumberland employee relations personnel of employee counseling needs and of counseling programs that are offered in the Region;
- g) assisting Cumberland in the development and implementation of workplace training for Inuit employees;
- h) together with the KIA IIBA Coordinator, developing an on-going program of consultation with Inuit employees of Cumberland to identify their needs, issues and concerns;
- i) assisting Cumberland in accessing appropriate programs to address family separation (while employee is at work), money management, life skills, alcohol/drug and gambling education/awareness programs to assist Inuit employees and their families in responding to lifestyle changes associated with employment at the Meadowbank Project;
- j) recommending ways and means to increase benefits and mitigate adverse socio economic impacts of the Meadowbank Project on Inuit;
- k) assisting in resolving any Disputes that may arise in connection with this Agreement at the direction of Cumberland;
- l) providing reports to the Implementation Committee on implementation issues and concerns of Inuit; and
- m) communicating frequently with the KIA IIBA Coordinator on strategies and plans for successful implementation of this Agreement.

## **SCHEDULE C: KIA IIBA COORDINATOR**

### **Objective**

1. This Schedule has the following objectives:
  - a) full, effective and cooperative implementation of this Agreement;
  - b) employment of a KIA IIBA Coordinator (“KIA Coordinator”) to assist KIA in the implementation of obligations established in this Agreement.

### **Administration**

2. KIA will employ and notify Cumberland of the KIA Coordinator’s name and contact information within sixty (60) days of the Effective Date. In the event a new KIA Coordinator is appointed, KIA will notify Cumberland within five (5) working days of such appointment.

### **Roles and Responsibilities**

3. The KIA Coordinator will assist KIA in ensuring that the provisions of this Agreement are implemented. Specific roles and responsibilities include:
  - a) working closely with KIA management and the Meadowbank Coordinator to design and develop strategies and plans to ensure Inuit from the Kivalliq Region are provided opportunities to benefit from the Meadowbank Project;
  - b) assisting the Meadowbank Coordinator in the provision of secretariat services to the Implementation Committee;
  - c) assisting in identifying Inuit and Inuit Firms interested in taking advantage of Meadowbank Project employment and contracting opportunities;
  - d) assisting KIA with administration of the Scholarship Fund;
  - e) assisting KIA with delivery of programs as described under Schedule L;
  - f) providing advice to KIA Implementation Committee members;
  - g) advising the Meadowbank Coordinator of Inuit employee needs, issues and concerns;
  - h) assisting the Meadowbank Coordinator in the identification of appropriate programs for Inuit employees and their families to address lifestyle changes associated with employment at the Meadowbank Project, including: family separation counseling (while employee is at work), money management, life skills, alcohol/drug and gambling education/awareness;
  - i) recommending to KIA ways and means to implement this Agreement;

- j) assisting in resolving any Disputes that may arise in connection with this Agreement at the direction of KIA;
  - k) reporting to the Implementation Committee on socio economic issues and concerns of Inuit; and
  - l) communicating frequently with the Meadowbank Coordinator on strategies and plans for successful implementation of this Agreement.
4. Information provided to the KIA Coordinator and KIA by Inuit employees of the Meadowbank Project concerning personal or family matters will remain confidential and not be disclosed to Cumberland unless the individuals affected give informed consent in writing for such disclosure.



## **SCHEDULE D: TRAINING AND EDUCATION**

### **Objective**

1. This Schedule has the following objectives:
  - a) the provision of training opportunities for Inuit at the Meadowbank Project;
  - b) education opportunities for Inuit; and
  - c) on-going development, maintenance and retention of a skilled and qualified Inuit labour force at the Meadowbank Project.

### **Kivalliq Inuit Labour Force Development Plan**

2. Within three (3) months of the Construction Decision, or at such earlier time agreed to by the Parties, Cumberland shall provide a listing to KIA and the Implementation Committee of all Meadowbank Project jobs including skills and knowledge required to perform the jobs anticipated for the next year.
3. Cumberland, in consultation with KIA and the Implementation Committee, shall prepare a Labour Force Development Plan to be used to meet Inuit employment goals established in this Agreement. The Labour Force Development Plan shall include:
  - a) the job listing described in section 2 above;
  - b) labour supply information, including the Kivalliq Inuit labour supply information to be provided by KIA;
  - c) a description of strategies to enhance employability and advancement of Inuit in all positions of the Meadowbank Project including:
    - i) the barriers that must be removed or minimized to increase the number of potential Inuit employees at the Meadowbank Project;
    - ii) the barriers that must be removed or minimized to enhance the advancement of existing Inuit employees within the Meadowbank Project labour force; and
    - iii) a description of training programs developed by Cumberland and other agencies responsible for training available to Inuit;
  - d) proposed funding and programs for the implementation of the Labour Force Development Plan; and
  - e) other information pertinent to sound human resource planning.
4. The initial Labour Force Development Plan shall be completed and submitted to the Implementation Committee for its consideration and comment within five (5) months of the Construction Decision. The Labour Force Development Plan shall be provided to the Implementation Committee no later than April 1<sup>st</sup> in the year

following delivery of the initial Labour Force Development Plan and annually thereafter.

5. KIA shall assist in the development of the Labour Force Development Plan by working with appropriate agencies to identify skills and qualifications available in the Kivalliq Inuit labour force and the number of Kivalliq Inuit potentially available to fill positions identified in the job listing described in section 2 above.

#### **Inuit Training Opportunities**

6. Cumberland shall, within five (5) months of the Construction Decision, establish an on-going orientation training program for Inuit employees including review of Meadowbank Project policies, procedures and work-site safety.
7. Cumberland shall, within five (5) months of the Construction Decision, provide all Inuit employees with on-going career path planning and counselling that provides clear options for advancement to more senior positions at the Meadowbank Project.
8. Cumberland shall, within five (5) months of the Construction Decision, make available to Inuit employees on-going skills, supervisory and management training, as identified through career path plans.
9. Cumberland shall develop, provide and maintain on-going Inuit training and career path development opportunities within six months of the Commissioning Date, including:
  - a) Eight (8) entry level (unskilled) trainee positions in various positions; and
  - b) Eight (8) apprenticeship positions in different trades, subject only to availability of Inuit apprentices.

In addition, within thirty six (36) months of the Commissioning Date and thereafter, at least forty-four (44) positions will be available to Inuit to receive training and experience at the Meadowbank Project.

10. Cumberland shall, as a term of all contracts, require Contractors to detail and implement training programs consistent with this Schedule, aimed at increasing employment and advancement opportunities for Inuit.
11. Cumberland shall provide its employees and KIA with full information on all training opportunities and programs available to employees and potential employees of the Meadowbank Project, on a quarterly basis.
12. Cumberland shall provide Inuit employees with job placement counselling upon Closure decision being made. Job placement counselling will focus on identifying and securing alternate employment and, if required, accessing employment insurance benefits.

**Reporting**

13. Cumberland shall submit a written report to the Implementation Committee on or before April 1<sup>st</sup> and October 1<sup>st</sup> in each year, detailing:
  - a) training programs provided to Inuit;
  - b) number of hours of training received by Inuit in these programs;
  - c) percentage of Inuit who successfully completed the training; and
  - d) the number of Inuit who received promotions.

**Inuit Education Opportunities**

14. Cumberland shall pay to KIA an amount of Fourteen Thousand (\$14,000.00) Dollars annually, commencing on the Effective Date of this Agreement, and thereafter on the anniversary of the Effective Date, for a Scholarship Fund for Inuit post-secondary education students from the Kivalliq Region. If KIA does not distribute the total annual scholarship funds in any one year, the unused scholarship funds shall accrue and be used in subsequent years. KIA shall administer the Scholarship Fund through a trust, and KIA shall develop scholarship terms of reference including principles, size and duration of scholarships.
15. KIA shall acknowledge Cumberland's support in all scholarships provided by the Scholarship Fund. Cumberland shall have the right, from time to time, to audit the Scholarship Fund.
16. Cumberland and KIA shall work with appropriate government agencies responsible for education and training in the development and implementation of off-site education and training programs aimed at preparing Inuit for employment in mining related fields.
17. Cumberland and KIA shall encourage appropriate government agencies responsible for education to provide trades training within the Kivalliq high school system.
18. Cumberland shall, on an annual basis commencing within six months from the Commissioning Date, provide Inuit high school and post secondary students opportunities to visit the Meadowbank Project. This may be done in concert with Kivalliq high schools and other agencies responsible for education and training.
19. In an effort to advance Inuit in all levels of Meadowbank Project positions, Cumberland shall provide on-site facilities to permit Inuit employees to access education upgrading programs and opportunities during off-hours.

**Job Fairs**

20. Cumberland shall undertake community information and career awareness programs in all Kivalliq Communities once a year, commencing within six months from the Construction Decision. Cumberland may do this with other agencies through participation in initiatives aimed at providing information on:
- a) the labour needs of the Meadowbank Project;
  - b) the skills and qualifications required for employment and advancement at the Meadowbank Project;
  - c) the training opportunities available to prepare for mine employment; and
  - d) education support programs for development of qualifications in the mining industry.

## **SCHEDULE E: INUIT EMPLOYMENT**

### **Objective**

1. This Schedule has the following objectives:
  - a) Cumberland recruitment, hiring and employment practices that reflect Inuit cultural values and circumstances;
  - b) enhanced opportunities for Inuit to obtain and succeed in Meadowbank Project employment and careers;
  - c) increases in Inuit participation in Meadowbank Project employment at a level that reflects the demographics of the Work Force in Nunavut; and
  - d) assisting Inuit in meeting their employment, cultural and social aspirations by promoting the use of Inuktitut in all Meadowbank Project positions.

### **Meadowbank Project Positions**

2. All positions at the Meadowbank Project shall be open to Inuit with the ability, work skills, experience and necessary qualifications required by the positions. Where appropriate, Cumberland will consider ability, skills and experience as an equivalent to formal qualifications identified in job descriptions.

### **Contractors**

3. Cumberland shall require that its Contractors adopt recruitment and employment policies and procedures consistent with this Schedule and Cumberland's recruitment and employment policies and procedures.

### **Advance Notice to Inuit**

4. Cumberland shall provide Inuit ten (10) business days' advance notice of all Meadowbank job opportunities, prior to making such opportunities available to others. To accomplish this, Cumberland shall notify KIA and publicize, in a manner acceptable to KIA, notice of all Meadowbank Project positions for consideration by Inuit.

### **Equivalencies**

5. In consultation with the Implementation Committee, Cumberland shall identify education, skills and experience equivalencies for all Meadowbank Project positions in an effort to achieve greater Inuit employment. Unless required by law, Inuit applicants with experience equivalencies shall be treated equally with Inuit applicants with formal training.

**Preferential Hiring**

6. Inuit shall be given preference over all other applicants for positions at the Meadowbank Project. Priority shall be given to Inuit residents of Baker Lake.

**Inuit Employment Target**

7. Cumberland shall use all reasonable efforts to achieve an Inuit employment target at a level that reflects the demographics of the Work Force in Nunavut by the 5<sup>th</sup> anniversary of the Commissioning Date, and thereafter.

**Labour Force Development Plan Implementation**

8. In meeting its annual Inuit employment goals Cumberland shall use all reasonable efforts to implement strategies established in the Labour Force Development Plan referred to in Schedule D.

**Minimum Inuit Employment Goal**

9. Within one month of receipt of the Labour Force Development Plan as contemplated in Schedule D, the Implementation Committee shall set a Minimum Inuit Employment Goal (MIEG) for the Meadowbank Project, and shall on an annual basis adjust the MIEG to incorporate new information. The MIEG is the minimum level of Inuit employment that Cumberland shall use all reasonable efforts to achieve at the Meadowbank Project each year.

The actual level of Inuit employment to be measured against the MEIG shall be calculated by Cumberland as the total Inuit hours divided by the total Meadowbank Project person hours worked in any six (6) month period expressed as a percentage. For the purposes of making this calculation, person hours and Inuit hours shall have the following meanings:

Person hours means:

- all hours worked by all persons working in Nunavut for the Meadowbank Project;
- all hours worked by all persons for Contractors of Cumberland working in Nunavut for the Meadowbank Project; and
- all hours worked by all persons in training and apprenticeship programs for the Meadowbank Project

Inuit hours means:

- all hours worked by Inuit at the Meadowbank Project; and
- all hours worked by Inuit for Contractors of Cumberland for the Meadowbank Project; and
- all hours worked by Inuit in training and apprenticeship programs for the Meadowbank Project

10. In setting and adjusting the MIEG, the Implementation Committee shall, amongst other things, take into account the following factors:
  - a) the Labour Force Development Plan;
  - b) Inuit employment achieved on similar projects to date in Nunavut; and
  - c) the projected impact of other projects in Nunavut on the availability of Inuit labour.
11. If, after reasonable effort, the Implementation Committee is unable to agree on a MIEG, and the Parties are unable to set the MIEG, then either Party may refer the matter to dispute resolution in accordance with Schedule M to this Agreement.

### **Cumberland MIEG Plan**

12. Within one month of the setting of each annual MIEG, Cumberland shall provide to KIA, for its information, a MIEG Plan that shall include a description of how Cumberland intends to achieve the MIEG, including:
  - a) the steps Cumberland will take to recruit potential Inuit employees;
  - b) any measures Cumberland has taken or proposes to take to increase Inuit employment, including implementation of strategies established in its Labour Force Development Plan; and
  - c) any other measures for optimizing Inuit employment and training.

### **Reporting**

13. Cumberland shall provide KIA, by April 1<sup>st</sup> and October 1<sup>st</sup> of each year, a report outlining MIEG achievement including:
  - a) the total number of person hours worked by all employees,
  - b) the total number of person hours worked by Inuit, and
  - c) the percentage of total person hours worked by Inuit, by representative occupational grouping.
14. Where the annual MIEG is not achieved, Cumberland shall be given an opportunity to demonstrate to the satisfaction of the Implementation Committee that Cumberland has used its reasonable efforts to comply with the MIEG. The Implementation Committee shall make a determination as to whether Cumberland used all reasonable efforts to achieve the MIEG.
15. Should either Party disagree with the Implementation Committee's determination under section 13 and the Parties are unable to resolve the matter, the matter may be referred to dispute resolution in accordance with Schedule M to this Agreement.

16. If the Implementation Committee or the Arbitrator determines that Cumberland was unable to achieve the MIEG, the Implementation Committee or Arbitrator may direct that remedial measures be taken. Remedial measures shall, to the extent reasonably possible, be designed to correct the failure and to provide a disincentive for future failures and to realign Cumberland's practices and procedures and may include:
- a) requiring Cumberland to undertake specified additional measures to achieve the MIEG; and
  - b) if Cumberland has not achieved the MIEG for two consecutive years, requiring Cumberland to provide KIA reasonable financial compensation to be applied toward Inuit training or employment programs.

### **Kivalliq Inuit Labour Supply Information**

17. KIA will, within three (3) months of the Construction Decision, collect available information on Kivalliq Inuit labour supply consisting of:
- a) Estimates of the Work Force;
  - b) Education and skill levels of the Work Force;
  - c) Number of Inuit willing to train for mine related employment;
  - d) Number of Inuit willing to work on a rotational basis at a remote mine site; and
  - e) Indicators of mining employment interest in the Work Force.

Inuit labour supply information obtained by KIA will be analyzed, updated and provided to Cumberland annually for use in its Labour Force Development Plan and in the development of annual MIEG Plans.

### **Work Schedules**

18. Work schedules and rotations for the Meadowbank Project will be established by Cumberland. All reasonable consideration shall be given to leave requests made by Inuit employees who intend to undertake traditional activities during their leave period, provided that all critical positions are covered at the Meadowbank Project. It is recognized that Cumberland must have the ability to adjust work schedules in order to improve the efficiency of travel to and from Points of Hire.



**Points of Hire**

19. Points of Hire for the Meadowbank Project will include all Kivalliq Communities and Thompson, Manitoba. Cumberland will provide at its cost transportation for its Inuit employees from and to their respective Points of Hire to the Meadowbank Project.

**Transportation for Inuit Employees**

20. Transportation will be scheduled in an expedient manner, based on the work rotations of the Inuit employees residing in the Points of Hire.
21. In an effort to streamline transportation of Inuit employees between the Points of Hire and the Meadowbank Project, Cumberland and KIA commit to working with airlines, government agencies and other organizations to achieve efficiency and cost effectiveness of transport of Inuit employees.

**Language**

22. Inuit who lack fluency in the English language will be given opportunities to qualify for Meadowbank Project positions where fluency in the English language does not compromise safety.
23. Cumberland will translate all policies, directives, procedures, instructions and job descriptions into Inuktitut (Syllabics).
24. Cumberland will employ Inuktitut translators as required to translate to unilingual Inuit.
25. Inuit employees will not be disciplined or terminated due to their fluency in the English language, but if required for safety reasons may be transferred to another position.

**Employment Support System**

26. Cumberland shall support measures to optimize Inuit employment at the Meadowbank Project, and shall:
  - a) provide cross-cultural orientation and training for all Cumberland and Contractors' personnel with terms in excess of six 6 months;
  - b) no less than once every six (6) months, provide interested Inuit employees with workshops on personal financial management, including such matters as

managing a pay cheque, household budgeting, retirement planning and personal banking information.

- c) two (2) years after the Commissioning Date, or otherwise as agreed by the Parties, make available to interested Inuit employees and their legal dependents individual counselling by qualified persons to address personal and social work-related problems (the Counselling Program). The Counselling Program shall:
  - i) be provided upon request of the employee;
  - ii) unless otherwise agreed by KIA and Cumberland, be ongoing and of a frequency and duration of time determined by the counsellor and client, up to six (6) months in the event of termination of employment; and
  - iii) be provided on-site or in the employee's home community as requested.
- d) work with KIA to identify additional funding sources for the Counselling Program.
- e) at least once per week, make Country Food available to Meadowbank Project employees;
- f) ensure adequate freezer and cooler space, accessible as desired, for Inuit employees to store Country Food brought to the Meadowbank Project site for personal consumption; and
- g) provide on-site communication services including internet, telephone and HF radio, allowing reasonable communication between Inuit employees and their families.

### **Summer Employment**

- 27. During all phases of the Meadowbank Project, Cumberland shall make summer employment opportunities available to Inuit students. The employment of Inuit students from the Kivalliq Region shall be in preference to other candidates, however priority will be given to Inuit students residing in Baker Lake.

### **Firearms**

- 28. Cumberland shall prohibit the discharge of firearms by its employees, Contractors, and visitors within 1.6 kms of the Meadowbank Project. Every person on the site shall be required to store any firearms with on-site security personnel for the duration of their stay, and Cumberland shall store firearms in an appropriate manner, including provision of outdoor secure storage.

**SCHEDULE F: CONTRACTING OPPORTUNITIES****Objective**

1. This Schedule has the following objectives:
  - a) increased participation of Inuit Firms in Cumberland contracts related to the Meadowbank Project;
  - b) increased Inuit Content in contracts for the Meadowbank Project at a level that reflects the demographics of the Work Force in Nunavut; and
  - c) improved capacity of Inuit Firms to be awarded contracts related to the Meadowbank Project;
  - d) added value to the Nunavut economy.

**Classification of Contracts**

2. Cumberland shall classify all Meadowbank Project contracts as:
  - a) Class A for contracts expected to exceed Five Hundred Thousand (\$500,000.00) Dollars in value; and
  - b) Class B for contracts expected to cost Five Hundred Thousand (\$500,000.00) Dollars in value or less.

**Multi-Component Contracts**

3. When practical, to promote Inuit participation in Meadowbank Project contracts, multi-component contracts will be broken down into discrete tendering packages, which can be bid upon collectively or individually.

**Notice of Class A Contract Opportunity**

4. Cumberland shall provide not less than twenty (20) business days' notice (the Notice Period) of all Meadowbank Project Class A contract opportunities by publishing the contract opportunity in at least one newspaper distributed in Nunavut and by posting in all Kivalliq Communities. Notices of contract opportunities shall state that Inuit Firms shall be given preference.
5. During the Notice Period, if one or more Inuit Firms contact Cumberland expressing interest in seeking the contract opportunity, Cumberland shall make all reasonable efforts to assist the Inuit Firm or Firms to complete contract proposals that maximize Inuit Content Components, and satisfy the requirements of section 14, however Cumberland shall not prepare bid documents or otherwise assist Inuit Firms so as to compromise the competitive bid process.

### Negotiation for Class A Contracts

6. Inuit Firm contract proposals received within the Notice Period shall be subject to a twenty (20) day direct negotiation period (the Negotiating Period). During the Negotiating Period Cumberland shall evaluate those Inuit Firm contract proposals pursuant to section 14.
7. If, for any reason beyond Cumberland's reasonable control, Cumberland fails to complete Class A contract negotiations within the Negotiating Period with an Inuit Firm or Firms, Cumberland may consider contract proposals submitted by non-Inuit Firms within the Notice Period.

### Negotiation for Class B Contracts

8. For Class B contracts, Cumberland shall either identify and negotiate with Inuit Firms, or give notice and seek to negotiate with an Inuit Firm or Firms in the same manner and on the same time lines as for Class A contracts.
9. If, for any reason beyond Cumberland's reasonable control, Cumberland fails to complete Class B contract negotiations with an Inuit Firm or Firms Cumberland may consider contract proposals submitted by any firm or firms on the same terms and conditions as were made available to Inuit Firms.

### Bid Bonds

10. Only a successful Contractor may be required to produce a bid bond. Cumberland shall provide notice of any bid bond requirement in its notice of contract opportunity.

### Inuit Content

11. Cumberland shall use the following Inuit Content components and Inuit Content factors when evaluating Inuit Content contained in contract proposals and Contractor's Inuit Content Plans.

Inuit Content Components	Maximum Point Value	Inuit Content Factor
Head Office in the Kivalliq Region	10	.20
Degree of Inuit Ownership	20	.10
Degree of Inuit Employment (including sub-contractors)	30	.30
Proportion of Wages Accruing to Inuit	30	.20
Total Purchases/Inputs from Inuit Firms	10	.20
<b>Total Maximum Point Value &amp; Total Inuit Content Factor</b>	<b>100</b>	<b>1.0</b>

### Bid Adjustment

12. Cumberland shall evaluate all contract proposals for their Inuit Content components and points will be assigned according to the rating table outlined in

section 11, resulting in a total point value and total Inuit Content factor. The base bid submitted by prospective Contractors shall be reduced by an amount calculated as follows: a minimum Inuit content discount of 15 percent multiplied by the Inuit Content factor multiplied by the base bid (i.e.  $.15 \times \text{factor} \times \text{base bid}$ ) equals the amount that will be subtracted from the base bid to achieve the adjusted bid price.

13. Section 12 shall not apply during Construction of the Meadowbank Project.

### **Contract Evaluation**

14. All contract proposals will be evaluated by Cumberland using the following criteria:
- a) Cost competitiveness (adjusted bids as determined in section 12)
  - b) Continuity of supply
  - c) Quality of work
  - d) Contract schedule
  - e) Inuit Content (as set out in section 11)

### **Awarding of Contracts**

15. When a contract is to be awarded by Cumberland, a bid adjustment shall be applied to all contract proposals in accordance with section 12, and contract proposals will be evaluated using the criteria set out in section 14, and the Contractor with the highest points will be awarded the contract.
16. If Cumberland determines an Inuit Firm will not be awarded a contract, Cumberland shall provide an explanation in writing to Inuit Firms that submitted a contract proposal, within ten (10) business days of the contract being awarded.
17. Cumberland shall provide KIA, upon request, written results of its evaluation of Inuit Content, as set out in section 11; and its evaluation, as set out in section 14, for all Contractors considered and its reasons for not choosing an Inuit Firm.

### **Maintaining Inuit Content**

18. The Inuit Content set out in each accepted contract proposal shall be included in the contract, and Cumberland shall require those Inuit Content Components described by the Contractor to become contract commitments to be maintained.

### **Contractor's Inuit Content Plan (CICP)**

19. Cumberland shall require all Contractors who are awarded contracts for the Meadowbank Project to develop and maintain a Contractor's Inuit Content Plan. The CICP shall provide details on Inuit Content Components and shall include a

description of how the Contractor intends to achieve, maintain and optimize Inuit Content including:

- a) the number, percentage and types of positions, including training positions, that the Contractor proposes to fill with Inuit, in relation to the total number of positions;
- b) the total amount and percentage of wages to be paid to Inuit, in relation to the total contract wages;
- c) the steps the Contractor will take to recruit Inuit employees;
- d) any measures the Contractor has taken or proposes to take to increase Inuit employment, including details of any Inuit recruitment programs, training or apprenticeship programs, and equivalencies for formal qualifications;
- e) details of proposed purchases/inputs from Inuit Firms; and
- f) any other measures proposed for optimizing Inuit Content.

20. Cumberland shall incorporate details of all active contracts and their respective CICP implementation in its Annual IIBA Implementation Report as described in Schedule A.

#### **Contract with Inuit Firm**

21. Notwithstanding anything in this Schedule, Cumberland shall make all reasonable efforts to negotiate a contract with Sakku Investments Corp. ("Sakku"), the economic development corporation wholly owned by KIA, for the provision of Meadowbank Project catering services. Specific details will include:

- a) life of mine contract, negotiated as soon as feasible after execution of this Agreement, but at the latest prior to commencement of Construction, excluding the Road;
- b) catering services includes: housekeeping (including laundry services, janitorial services, supplies) and meal services (including preparation, supply of food stuffs); and
- c) provision of a CICP, as detailed in section 19,

all as shall be more specifically set out in the catering services contract.

In the event Sakku does not begin to negotiate within fifteen business days of receiving written notice of the opportunity from Cumberland or, unless prevented by reasons beyond its reasonable control, does not complete the negotiation within twenty (20) business days after the commencement of negotiations, or in the event Cumberland, acting reasonably, decides Sakku is unable to fulfill the requirements of the contract in a timely, efficient and effective manner, Cumberland will award this contract in accordance with the requirements of this Schedule.

## **SCHEDULE G: ACCESS TO FACILITIES**

### **Objective**

1. The objective of this Schedule is to provide Inuit access to facilities constructed for the Meadowbank Project.

### **Access to the Meadowbank Project**

2. Where necessary for the efficient administration of this Agreement, Cumberland shall provide access to KIA to those parts of the Meadowbank Project and its facilities that are on Inuit Owned Lands, at reasonable times and upon reasonable notice.

### **Notice**

3. The access under section 2 will not be unreasonably withheld by Cumberland provided that KIA gives reasonable advance notice to Cumberland and that Cumberland's operating procedures and practices are adhered to by all visitors. For greater certainty, the notice referred to above is not required for any enforcement activities under leases, licenses or other land use authorizations.

### **Signage**

4. Cumberland may be required by KIA to erect signs identifying Inuit Owned Lands used for the Meadowbank Project.

### **Operating Practices and Procedures**

5. Cumberland shall be permitted to establish operating practices and procedures pertaining to safety and to require anyone, including Inuit, traveling on Inuit Owned Lands leased by Cumberland to comply with those practices and procedures. Cumberland's operating practices and procedures shall be provided to KIA from time to time.

### **Search and Rescue, Emergencies**

6. Cumberland will not unreasonably withhold requests for assistance in the search and rescue of persons missing in the geographical area of the Meadowbank Project.
7. Cumberland will not unreasonably withhold requests for gasoline, emergency shelter and food made by Inuit travelling in the Meadowbank Project vicinity, as long as such requests are reasonably justified on the basis of emergency need, health or safety. Cumberland has the right to establish guidelines for cost recovery, as it deems fit.

## SCHEDULE H: RESEARCH AND DEVELOPMENT

### Objective

1. This Schedule has the following objectives:
  - a) increased Inuit participation in the Meadowbank Project;
  - b) increased profitability of the Meadowbank Project;
  - c) research and development that would have commercial value and application to the Meadowbank Project and other facets of the mining industry; and
  - d) increased use and application of *Inuit Qaujimanituqagit*.

### Opportunities

2. Cumberland agrees to provide opportunities, should any research and development be undertaken for the Meadowbank Project, for KIA or its designate to participate. If this collaboration results in technologies and methodologies which have commercial value beyond their use in the Meadowbank Project, then it is intended that KIA or its designate will share in that value to the extent of its participation. Examples of where joint research and development may be undertaken include:
  - a) new technologies of gravel berm development and maintenance
  - b) snow fencing and snow containment methods
  - c) air strip development and maintenance
  - d) land based haul road construction
  - e) ice road construction and maintenance
  - f) land reclamation methods
  - g) wind and power generation technologies
  - h) water and sewer disposal and treatment for remote camps
  - i) mine camp construction and maintenance technologies
  - j) alternative sources of mine additives
  - k) socio-economic monitoring and impact assessment



**Application**

3. The provisions of this Schedule shall apply during all phases of the Meadowbank Project but nothing in this Schedule shall compel Cumberland or KIA to undertake any research and development activities respecting the Meadowbank Project.
4. Any research and development shall be undertaken so as to achieve the objectives of this Schedule.

**Priority**

5. Where research and development are undertaken by Cumberland, research and development activities that will increase the Meadowbank Project's profitability will receive the highest priority.

**Planning**

6. Cumberland and KIA may work with the Implementation Committee to identify and plan any joint research and development activities.

**Costs of Research**

7. If joint research is undertaken, the costs of joint research and development activities will be shared by Cumberland and KIA in proportion to the benefit of the commercial value of the resulting technology or methodology to be received by each of them.

**SCHEDULE I: OPTION TO ACQUIRE PROJECT ASSETS****Objective**

1. The objective of this Schedule is to provide KIA the right to acquire Meadowbank Project assets.

**Equipment, Buildings and Materials Located on Inuit Owned Land**

2. Cumberland shall provide KIA or any organization designated by KIA with the first opportunity to negotiate the purchase of any equipment, buildings or materials located on Inuit Owned Land considered by Cumberland to be surplus to its requirements at any time during any phase of the Meadowbank Project, at fair market value and upon terms and conditions acceptable to the Parties. If no agreement is reached between Cumberland and KIA, and Cumberland negotiates a purchase agreement with another party which Cumberland is prepared to accept for any of the equipment, buildings or materials, then Cumberland shall offer KIA the opportunity to purchase these items on the same terms and conditions. KIA shall then have a period of ten (10) business days in which to accept such offer, failing which Cumberland may complete the sale to the other party on the stated conditions.

**Assets Located Off Inuit Owned Land**

3. Cumberland shall maintain all Meadowbank Project assets located off Inuit Owned Lands in accordance with applicable law and any contracts. Subject to any rights held or granted prior to the execution of this Agreement, should Cumberland discontinue requirement of any such assets at any time, it shall notify KIA who shall have the right to acquire such assets at fair market value and upon such other terms and conditions as the Parties may agree. If no agreement is reached between Cumberland and KIA, and Cumberland negotiates a purchase agreement with another party for any such assets which Cumberland is prepared to accept, then Cumberland shall offer KIA the opportunity to purchase these items on the same terms and conditions. KIA shall then have a period of ten (10) business days in which to accept such offer, failing which Cumberland shall have the right to complete the sale to the other party on the stated terms and conditions.

**Construction of Assets**

4. Whenever practicable, Cumberland shall build buildings and facilities associated with the Meadowbank Project in such a manner that they are easily moved after Closure.

**SCHEDULE J: FUNDING AND IMPLEMENTATION COSTS**

INTENTIONALLY DELETED

## **SCHEDULE K: WILDLIFE**

### **Objective**

1. This schedule has the following objectives:
  - a) establishing a process for management of Article 6 requirements of the Nunavut Land Claims Agreement for the Meadowbank Project, in a manner consistent with the Nunavut Land Claims Agreement;
  - b) providing appropriate compensation to Inuit for emergency, accidental or illegal kills of bears on Inuit Owned Lands leased by Cumberland;
  - c) providing a mechanism for reporting wildlife incidents that occur in the Meadowbank Project area;
  - d) monitoring the actual and potential effects on the terrestrial ecosystem including wildlife in the Meadowbank Project area;
  - e) identifying and implementing measures for minimizing the adverse effects of the Meadowbank Project on the terrestrial ecosystem including wildlife in the area; and
  - f) recognizing Inuit harvesting rights.

### **Wildlife Reporting**

2. Within three (3) months of the Effective Date, Cumberland shall institute a wildlife sighting and incident program consistent with Cumberland's final Terrestrial Ecosystem Management Plan accepted by the Nunavut Impact Review Board under its Project approval process ("TEMP") and Cumberland will:
  - a) submit reports of wildlife sightings and incidents to KIA and the Baker Lake Hunters and Trappers Organization (HTO) on a quarterly basis;
  - b) report to KIA, the Baker Lake HTO and others as required by law any wildlife incident that results in the killing or injuring of any wildlife species as result of Meadowbank Project activities, immediately upon occurrence of the incident;
  - c) subject to law, deliver any valuable parts of wildlife killed as result of Meadowbank Project activities to the Baker Lake HTO in a timely manner so as to preserve the quality of the wildlife parts.

### **Kills of Bears**

3. If, as a result of Meadowbank Project activity, a bear is killed either:
  - a) on Inuit Owned Land leased by Cumberland, or during travel to or from Inuit Owned Lands leased by Cumberland, by a Cumberland employee, agent or Contractor, or
  - b) on Inuit Owned Land leased by Cumberland by persons authorized by Cumberland to enter such lands,

Cumberland shall pay compensation to KIA in accordance with this Schedule.

4. The KIA shall notify the HTO of the affected community to determine appropriate compensation, provided however Cumberland shall pay KIA a minimum five thousand dollars (\$5,000) for the tag allocated for the bear.
5. Within thirty (30) days following the setting of the next Total Allowable Harvest (TAH) for bears, Cumberland shall pay KIA five thousand dollars (\$5,000) for each additional tag forfeited by the HTO of the affected community, either in the year of the kill or in the following year, as a result of a reduction in that HTO's TAH due to the bear kill.
6. The KIA shall consult with the relevant Government of Nunavut department and the relevant HTO in determining the number of tags for which compensation is due by Cumberland under section 6 and Cumberland shall be entitled to have a representative present and to participate in such consultations.

### **Reporting**

7. Cumberland shall submit a written report every twelve months, beginning twelve (12) months from the Effective Date of this Agreement, to the Implementation Committee detailing:
  - a) number of bear kills as set out in section 3;
  - b) details of compensation provided to KIA;
  - c) number of other wildlife kills resulting from Meadowbank Project activity;
  - d) disposal methodology of valuable parts of all wildlife killed; and
  - e) efforts taken to avoid future wildlife kills.

### **Terrestrial Ecosystem Management Plan**

8. Cumberland shall implement, at minimum, its TEMP. Cumberland agrees to consult with KIA on any material changes to precautionary, preventative, monitoring and adaptive management practices contained in the TEMP prior to making those changes. Cumberland shall ensure KIA is informed of all TEMP findings on an annual basis.
9. Anything done by Cumberland in furtherance of the implementation of the TEMP shall be included in the calculation of the MIEG and shall incorporate Inuit Qaujimanituqaugit.

### **General**

10. Nothing in this Schedule affects wildlife compensation in accordance with Article 6 of the Nunavut Land Claims Agreement except as specifically set out herein.

**SCHEDULE L: ECONOMIC, SOCIAL AND CULTURAL WELLNESS****Objectives**

1. This Schedule has the following objectives:
  - a) monitoring and mitigating the negative economic, social and cultural impacts of the Meadowbank Project on Inuit, and promoting sustainable healthy Inuit communities;
  - b) providing mechanisms for all Inuit from the Kivalliq Region with the opportunity to benefit from the Meadowbank Project;
  - c) ensuring a strategy is in place to assist Inuit to cope with Closure of the Meadowbank Project; and
  - d) enhancing long-term Inuit prosperity through development of a diverse economy.

**Baker Lake Inuit Wellness Report and Implementation Plan**

2. Cumberland, in consultation with Inuit of Baker Lake, government agencies and KIA, shall prepare an annual Baker Lake Inuit Wellness Report and Implementation Plan (Wellness Report and Implementation Plan).
3. Information for the Wellness Report and Implementation Plan shall be obtained by a variety of means, including interviews, focus group sessions, surveys and case studies and shall address areas including physical and mental health, alcohol and drug abuse, relationships, family issues, migration, loss of Inuktitut language and culture, job satisfaction, finances, effect of long-distance employment on employees and their families and other impacts of the Meadowbank Project on the Inuit of Baker Lake.
4. The Wellness Report and Implementation Plan shall include recommendations, if any, from the Implementation Committee to mitigate negative impacts of the Meadowbank Project on the Inuit of Baker Lake.
5. Cumberland shall incorporate the Wellness Report and Implementation Plan into its Annual IIBA Implementation Report. Cumberland shall implement such measures identified in the Wellness Report and Implementation Plan as are agreed by the Implementation Committee.
6. In addition to any Meadowbank IIBA Coordinator time, Cumberland shall expend not less than fifteen thousand dollars (\$15,000.00) in professional fees annually on preparation of the Wellness Report and Implementation Plan.
7. Cumberland and KIA shall work jointly to identify additional funding sources and partners for the preparation and implementation of the Wellness Report and Implementation Plan.

**Post-Closure Inuit Wellness Strategy**

8. In year three following the Commissioning Date, in consultation with Inuit organizations, government agencies and KIA, Cumberland shall prepare a Post-Closure Inuit Wellness Strategy (Post-Closure Strategy) to address impacts of Closure of the Meadowbank Project on Inuit of the Kivalliq Region.
9. Cumberland shall update the Post-Closure Strategy annually.
10. The Post-Closure Strategy shall identify the anticipated effects of Closure of the Meadowbank Project on the Inuit of the Kivalliq Region and shall detail all adequate and reasonable measures to mitigate these effects.
11. In addition to any Meadowbank IIBA Coordinator time, Cumberland shall expend not less than fifteen thousand dollars (\$15,000.00) in professional fees annually on the preparation of the Post-Closure Strategy.
12. Cumberland and KIA shall work jointly to identify additional funding sources and partners for the Post-Closure Strategy, but failure to identify such sources or partners shall not affect Cumberland's obligation to have in place a Post-Closure Strategy that adequately addresses the effects of Closure of the Meadowbank Project on the Inuit of the Kivalliq Region.
13. Cumberland shall implement such measures identified in the Post-Closure Strategy as can reasonably be implemented prior to Closure.
14. Cumberland shall provide to KIA funding as identified in Schedule J for a Post-Closure Inuit Wellness Strategy Implementation Fund. This fund shall be used by KIA to develop or augment third party programs aimed at post-Closure mitigation on Inuit of the Kivalliq Region including:
  - a) sector strategies and plans;
  - b) training in various sectors;
  - c) seed capital; and
  - d) other programs or projects that generally foster a diverse economy that KIA may from time to time deem necessary or desirable.

**Inuit Initiatives Program**

15. Cumberland shall provide KIA with annual funding as identified in Schedule J to establish an Inuit Initiatives Program to support local and regional Inuit initiatives in the following areas:
- a) education and training in various sectors;
  - b) cultural, social and wellness activities and programs;
  - c) employment activities in various sectors; and
  - d) other programs or projects of a similar nature that KIA may from time to time deem necessary or desirable.

**Business Development Assistance**

16. Following receipt of funding from Cumberland, KIA may fund the following:
- a) periodically, and in no event less than once each year, business development workshops including topics such as:
    - i) business structures;
    - ii) developing funding proposals;
    - iii) developing business plans;
    - iv) preparation of contract proposals;
    - v) client services and marketing;
    - vi) maintaining business records and accounts; and
    - vii) insurance and bonding.
  - b) business assistance and support for Inuit Firms including:
    - i) individual follow-up and mentoring; and
    - ii) seed capital support.
17. The KIA shall endeavour to identify additional funding sources and partners for the implementation of the Inuit Initiatives Program.
18. Nothing in this Schedule shall prevent KIA from offering programs or workshops in conjunction with those offered pursuant to other initiatives, whether by KIA or third parties.



## **SCHEDULE M – ARBITRATION & DISPUTE RESOLUTION**

### **Objective**

1. This Schedule has the following objective:

To provide a dispute resolution mechanism to resolve any matter arising under this Agreement which, after all reasonable efforts of the Parties, has not been resolved by informal methods.

### **Dispute Resolution Process**

2. If the Parties are unable to resolve a dispute relating to any matter arising under this Agreement, either Party may give the other Party a written notice demanding arbitration of the dispute (herein a "notice to arbitrate") in which event the procedures set out in this Schedule shall govern the arbitration of the dispute.
3. The Parties shall, within 30 days after issuance of notice to arbitrate, agree upon the appointment of a sole arbitrator who shall determine the dispute in accordance with this Schedule and having regard to all the provisions of this Agreement.
4. If, for any reason, the Arbitrator resigns, is unable or refuses to act or is removed from office, he or she shall be replaced by another arbitrator appointed by the Parties under these procedures and any oral hearings previously held shall be rescheduled.
5. If the Parties are unable to agree upon an arbitrator, either Party shall be entitled to apply to the courts of the Territory of Nunavut for the appointment of an arbitrator in accordance with the Arbitration Act (Nunavut).
6. Within ten days after the Arbitrator is appointed, the Arbitrator shall convene a meeting of the Parties to reach a consensus, if possible, and to make orders if necessary in respect of the following:
  - a) the procedures to be followed in the arbitration;
  - b) the time periods for taking steps in the proceedings;
  - c) the scheduling of any oral hearings or meetings;
  - d) any preliminary applications or objections a Party may have; and
  - e) any other matter which will assist the Arbitrator to proceed in an efficient and expeditious manner.
7. The Parties shall prepare and send to the Arbitrator a statement of facts on which they are in agreement within the time specified by the Arbitrator.

8. A copy of all written communications between the Arbitrator and a Party to the Agreement shall be given to the other Party at the same time.
9. Notwithstanding any other provision of this section, where any Party, without sufficient cause, and after five (5) business days' written notice from the Arbitrator, fails to abide by any orders or directions issued by the Arbitrator within the required time, the Arbitrator may:
  - a) where the Party who fails to abide by the orders or directions is the Party who initiated the dispute process, immediately terminate the arbitration proceedings by issuance of a final award against that Party; or
  - b) where the Party who fails to abide by the orders or directions is the Party against whom the dispute process has been initiated, immediately terminate the arbitration proceedings by issuance of a final award against that Party.
10. Each Party shall allow the other Party the necessary access and a reasonable period of time to inspect and take copies of all documents that the other has submitted to the Arbitrator or that the Arbitrator has ordered to be produced.
11. The Arbitrator may:
  - a) retain one or more experts to give the Arbitrator a written report on specific issues; and
  - b) for that purpose, require a Party to make available relevant documents, goods, or other property for the experts' inspection.
12. All oral hearings and meetings in the arbitration process shall be conducted in private and all written communications and documents in respect of the proceedings shall be kept strictly confidential by the Arbitrator and the Parties.
13. Subject to any limitations in these procedures or any agreement reached by the Parties, the Arbitrator may conduct the arbitration in any matter the Arbitrator considers appropriate, but each Party shall be treated fairly and shall be given full opportunity to present its case.
14. The arbitration shall be held in Baker Lake, Nunavut, and shall be conducted in the English language.
15. The Arbitrator shall not be required to apply the legal rules of evidence and shall determine the relevance and materiality of the evidence presented.
16. The Arbitrator shall:
  - a) make the final award not later than 30 days after the hearing has been closed; and
  - b) provide a signed copy of the award to each Party;

17. Subject only to judicial review on matters of law and jurisdiction, the decision of the Arbitrator shall be binding upon the Parties.
18. The cost of each arbitration shall be borne equally by the Parties unless otherwise determined by the Arbitrator.
19. Except as herein modified, the Arbitration Act, R.S.N.W.T. 1988, c. A-5 of the Northwest Territories, as amended and as duplicated for Nunavut pursuant to section 29 of the Nunavut Act S.C. 1993, c.28 shall apply to the arbitration process hereunder.
20. The Parties may, by written agreement, suspend, amend or make additions to these procedures.