

Chapter 8: Voisey's Bay Area

Part 8.1 Definitions

8.1.1 In this chapter:

“Closure” means:

- (a) Termination of the Voisey's Bay Project; and
- (b) Rehabilitation of the Voisey's Bay Area;

“Developer” means Inco Limited and Voisey's Bay Nickel Company Limited and their respective successors, assigns, nominees, agents and contractors and their subcontractors and, for greater certainty, includes a Person other than Inco Limited and Voisey's Bay Nickel Company Limited who builds, owns and operates a facility in the Voisey's Bay Area under a long term contract with Inco Limited or Voisey's Bay Nickel Company Limited for purposes of the Voisey's Bay Project;

“Inco Limited” means the body corporate of that name organized and existing under the *Canada Business Corporations Act*, the parent company of Voisey's Bay Nickel Company Limited;

“Innu Nation” means the body corporate of that name organized and existing under the *Canada Corporations Act*, and includes its successors and assigns;

“Inuit Knowledge” means the knowledge, understanding and values held by Inuit based on personal observation, collective experience and oral transmission over generations, that bear on the Environmental Effects of the Voisey's Bay Project and their Mitigation;

“Overlap Agreement” means an agreement between Labrador Inuit Association and the Innu Nation in respect of any overlapping interests between Inuit and members of the Innu Nation that is applicable to the Voisey's Bay Area;

“Permit” means a lease, license, permit, approval, plan, or other authorization required by Law and includes an amendment to a lease, license, permit, approval, plan, or other authorization required by Law;

“Post-Closure Procedures” means ongoing long term monitoring and maintenance measures in relation to the Voisey's Bay Area that are required to be carried out by any Person after completion of all rehabilitation and closure plans that are required by Law in relation to the Voisey's Bay Project;

“Rehabilitation” means:

- (a) compliance with all rehabilitation and closure plans in relation to the Voisey's Bay Project that are required by Provincial Legislation, such plans

being equivalent to or better than those required by the *Mining Act*, SNL 1999, c. M-15.1;

- (b) completion of all rehabilitation and closure plans in relation to the Voisey's Bay Project that are required by Provincial Legislation, such plans being equivalent to or better than those required by the *Mining Act*, SNL 1999, c. M-15.1; and
- (c) the commencement of all Post-Closure Procedures;

"Subsequent Developer" means any Person other than the Developer who undertakes all or any part of the Voisey's Bay Project following a reversion of Subsurface Resource rights from the Developer to the Province and such Person's successors, assigns, nominees, agents and contractors and their subcontractors;

"Termination" means the later of:

- (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;

"Townsite" means a settled or inhabited area and includes any accommodations or facilities other than those necessary for the temporary accommodation of Persons engaged in the construction, operation, management and servicing of the Voisey's Bay Project;

"Undertaking" means, notwithstanding any other provision of the Agreement, the project generally described in section 1.5 of the *Report on the Proposed Voisey's Bay Mine and Mill Project* prepared by the Voisey's Bay Environmental Assessment Panel and dated April 1st, 1999;

"Voisey's Bay Area" means the area, including land, resources and land covered by water, within the boundaries set out in the Map Atlas (shown for illustrative purposes only in schedule 8-A) and described in appendix C-2;

"Voisey's Bay Inuit Impacts and Benefits Agreement" means the agreement between Labrador Inuit Association, Voisey's Bay Nickel Company Limited and Inco Limited dated July 29th, 2002, and any amendments thereto;

"Voisey's Bay Nickel Company Limited" means the body corporate of that name organized and existing under the *Corporations Act*, a wholly owned subsidiary of Inco Limited; and

"Voisey's Bay Project" means all activities carried out in the Voisey's Bay Area by the Developer or a Subsequent Developer for purposes of, and the physical infrastructure associated with, mining, extracting, concentrating and producing Subsurface Resources located within the Voisey's Bay Area including all shipping

in the Zone that is directly associated with these activities and physical infrastructure. Without limiting the generality of the foregoing, these activities and physical infrastructure include construction and operation of the port at Edward's Cove, the airstrip, the roads, the accommodations complex, and all other infrastructure and related facilities and activities, facilities and physical infrastructure related to reclamation, Rehabilitation, and all aspects of Closure.

Part 8.2 General

8.2.1 The Voisey's Bay Area is governed by this chapter and is not subject to any other provision of the Agreement except:

- (a) chapter 1;
- (b) chapter 2;
- (c) chapter 21; and
- (d) where otherwise specifically provided.

8.2.2 This chapter may be amended to reflect the provisions of an Overlap Agreement.

8.2.3 The Voisey's Bay Inuit impacts and benefits agreement between Labrador Inuit Association, Voisey's Bay Nickel Company Limited and Inco Limited dated July 29th, 2002, and any amendments thereto, shall be absolutely deemed to be the Voisey's Bay Inuit Impacts and Benefits Agreement referred to in this chapter for all purposes.

Part 8.3 Status of the Voisey's Bay Area

8.3.1 For greater certainty, except as otherwise provided in this chapter, the Voisey's Bay Area is not Labrador Inuit Lands or part of the Labrador Inuit Settlement Area.

8.3.2 Except with respect to land in the Voisey's Bay Area that has been transferred or designated under section 8.3.15, the Voisey's Bay Area is absolutely deemed to be part of the Labrador Inuit Settlement Area outside Labrador Inuit Lands for purposes of the following:

- (a) subject to sections 8.3.3 and 8.3.6, chapters 12 and 13;
- (b) subject to section 8.3.3, chapter 15;
- (c) chapter 16;
- (d) as provided in section 8.3.7, parts 14.1, 14.2, 14.5 and 14.7;
- (e) as provided in section 8.3.8, section 5.2.3 and part 5.6;

- (f) as provided in section 8.3.9, chapter 11; and
 - (g) as provided in section 8.5.7, part 7.7.
- 8.3.3 Inuit rights under chapters 12, 13 and 15 may not be exercised in the Voisey's Bay Area so as to materially interfere with the construction or operation of the Voisey's Bay Project.
- 8.3.4 A limitation on the exercise of Inuit rights under chapters 12, 13 and 15 may be set out in the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement referred to in section 8.5.7 by agreement of the parties to those agreements, and such limitation shall be deemed to have exhausted the application of section 8.3.3 in respect of the rights that have been so limited.
- 8.3.5 Nothing in section 8.3.3 prevents the enforcement of Inuit rights under the other provisions of this chapter, the "Environmental Management Agreement between Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of Newfoundland and Labrador, Labrador Inuit Association and the Innu Nation" dated July 22nd, 2002, the Voisey's Bay Inuit Impacts and Benefits Agreement or an Inuit Impacts and Benefits Agreement referred to in section 8.5.7.
- 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.
- 8.3.7 Notwithstanding chapter 14, the Developer and any Subsequent Developer are absolutely deemed to be Developers for purposes of parts 14.1, 14.2, 14.5 and 14.7, and the Voisey's Bay Project is absolutely deemed to be a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for purposes of those parts.
- 8.3.8 Inuit may exercise their rights in respect of Water under section 5.2.3 in the Voisey's Bay Area but the exercise by Inuit of those rights shall not materially interfere with the construction or operation of the Voisey's Bay Project. Inuit shall be entitled to compensation in accordance with part 5.6 in the event that a Water Use Permit is required by the Developer or a Subsequent Developer in respect of a change or addition to the Undertaking that would substantially affect the quantity, quality or rate of flow of Water in Ikadlivik Brook.
- 8.3.9 Chapter 11 applies to any change or addition to the Undertaking that is subject to Environmental Assessment. In applying chapter 11, a change or addition to the Undertaking that requires an Environmental Assessment shall be absolutely deemed to be a Project and the Parties shall take all reasonable steps to conclude a harmonization agreement for purposes of Environmental Assessment of the

- change or addition having regard to the applicable provisions of any Overlap Agreement.
- 8.3.10 The Province shall ensure the Rehabilitation of the Voisey's Bay Area prior to Closure.
- 8.3.11 Subject to sections 8.3.14 and 8.3.18, after Closure the Nunatsiavut Government is entitled to have the 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 land in the Voisey's Bay Area that is available for transfer or designation. The Nunatsiavut Government shall have six 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 land described in the notice.
- 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.
- 8.3.14 The Province is not obligated to transfer any land to the Nunatsiavut Government or to designate any land in the Voisey's Bay Area if such a transfer or designation would:
- (a) be contrary to the provisions of an Overlap Agreement; or
 - (b) be contrary to the "Memorandum of Agreement Concerning the Voisey's Bay Project between Her Majesty the Queen in right of Newfoundland and Labrador and the Innu of Labrador as represented by the Innu Nation" dated June 11th, 2002.
- 8.3.15 A transfer or designation under section 8.3.11 shall be given effect by the Province by order in council without any fee or charge to the Nunatsiavut Government.
- 8.3.16 Any land held by the Nunatsiavut Government as a result of a transfer under section 8.3.15 ceases to be land in the Voisey's Bay Area and is Labrador Inuit Lands or Specified Material Lands, but such Labrador Inuit Lands shall be in addition to the quantum of Labrador Inuit Lands provided for in part 4.3.
- 8.3.17 Any land designated as land in the Labrador Inuit Settlement Area under section 8.3.15 ceases to be land in the Voisey's Bay Area and is subject to the provisions of the Agreement applicable to the Labrador Inuit Settlement Area, but such land shall be in addition to the quantum of land in the Labrador Inuit Settlement Area provided for in part 4.2.
- 8.3.18 Any land to be held in a manner other than a manner referred to in section 8.3.16 or to be designated in a manner other than a manner referred to in section 8.3.17

shall be subject to such arrangements as may be established under the order in council transferring or designating that land pursuant to section 8.3.15.

- 8.3.19 Subject to sections 8.3.20 and 8.3.21, no liability or responsibility attaches to the Nunatsiavut Government either in respect of the cost of rehabilitating the Voisey's Bay Area or any part of the Voisey's Bay Area or for any loss or damage suffered as a result of pollution in, or contamination of, the Voisey's Bay Area or any part of the Voisey's Bay Area, either prior to or following Closure, that results from the Voisey's Bay Project.
- 8.3.20 Subject to section 8.3.10, unless otherwise provided in Provincial Legislation, once a piece or parcel of land in the Voisey's Bay Area is transferred to the Nunatsiavut Government as Labrador Inuit Lands, whether before or after Termination, the Province shall not incur any additional or further responsibility or obligation to the Nunatsiavut Government to ensure, carry out or otherwise provide for any additional inspection, rehabilitation, restoration, reclamation or remediation in respect of that piece or parcel of land.
- 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.
- 8.3.23 An alienation or transfer made in accordance with section 8.3.13 or a transfer or a designation under section 8.3.15 shall not derogate from, abridge, remove, terminate, void, or in any manner affect the obligations, with respect to the Voisey's Bay Area, of the Developer under the Voisey's Bay Inuit Impacts and Benefits Agreement or of any Subsequent Developer under an Inuit Impacts and Benefits Agreement referred to in section 8.5.7, or of the Developer or Subsequent

Developer under any Law of General Application, whether with respect to Closure and Post-Closure Procedures or otherwise.

- 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 in the Voisey's Bay Area (the "foreshore strip"). This restriction does not apply to land within the foreshore strip 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.
- 8.3.26 Any land in the Voisey's Bay Area not alienated, transferred or designated under sections 8.3.11 to 8.3.18 within five years of Closure, or such longer period as the Province and the Nunatsiavut Government may agree in writing, shall be considered Provincial Crown land outside the Labrador Inuit Settlement Area under Laws of General Application if the Province has complied with the requirements of section 8.3.12 in respect of such land.

Part 8.4 Rights to Develop the Voisey's Bay Project

- 8.4.1 The Developer or a Subsequent Developer may develop the Voisey's Bay Project in accordance with this chapter.
- 8.4.2 The Developer or a Subsequent Developer shall not be granted fee simple or freehold title to land or Subsurface Resources in the Voisey's Bay Area.
- 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.

- 8.4.5 No Townsite shall be established in the Voisey's Bay Area.
- 8.4.6 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.
- 8.4.7 Nothing in section 8.4.6 prevents the use of a harbour other than Edward's Cove in the event of an emergency. 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 damage to a ship or a ship's cargo; or
 - (c) has caused or could cause pollution to the Environment.

Part 8.5 Voisey's Bay Inuit Impacts and Benefits Agreement

- 8.5.1 The Voisey's Bay Project was not permitted to commence by the Province until the Voisey's Bay Inuit Impacts and Benefits Agreement was in effect and a mining lease shall not be issued to a Subsequent Developer until an Inuit Impacts and Benefits Agreement has been concluded under section 8.5.7.
- 8.5.2 The Voisey's Bay Inuit Impacts and Benefits Agreement is a contract.
- 8.5.3 The Voisey's Bay Inuit Impacts and Benefits Agreement is binding only upon the parties to that agreement. Subject to sections 8.5.1, 8.5.4 and 8.5.5, the entitlement of Inuit to any rights or benefits under the Voisey's Bay Inuit Impacts and Benefits Agreement is distinct from, and independent of, any rights of Inuit under the Agreement. Unless otherwise agreed by the Parties, completion or satisfaction of the terms and conditions of the Voisey's Bay Inuit Impacts and Benefits Agreement does not qualify, limit, discharge or otherwise relieve any Party of any of its obligations under the Agreement.
- 8.5.4 The Province recognizes that Inuit are entitled to preferences with respect to training, employment and contracting opportunities related to the Voisey's Bay Project. These preferences shall be established under and set out in the Voisey's Bay Inuit Impacts and Benefits Agreement. The obligations of the Province under this section are limited to the obligations set out in section 8.5.5.
- 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 Impacts and Benefits Agreement or an Inuit Impacts 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.

- 8.5.6 The Voisey's Bay Inuit Impacts and Benefits Agreement must include provisions pertaining to the port at Edward's Cove and, notwithstanding section 8.2.1, to shipping in the Zone that is directly associated with the Voisey's Bay Project, including matters of concern to Inuit with respect to the shipping route, the shipping season and winter shipping through landfast sea ice.
- 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.

Part 8.6 Consultation with Respect to the Voisey's Bay Project

- 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.
- 8.6.3 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.

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.

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*.

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 section 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 Area.

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 Environment.

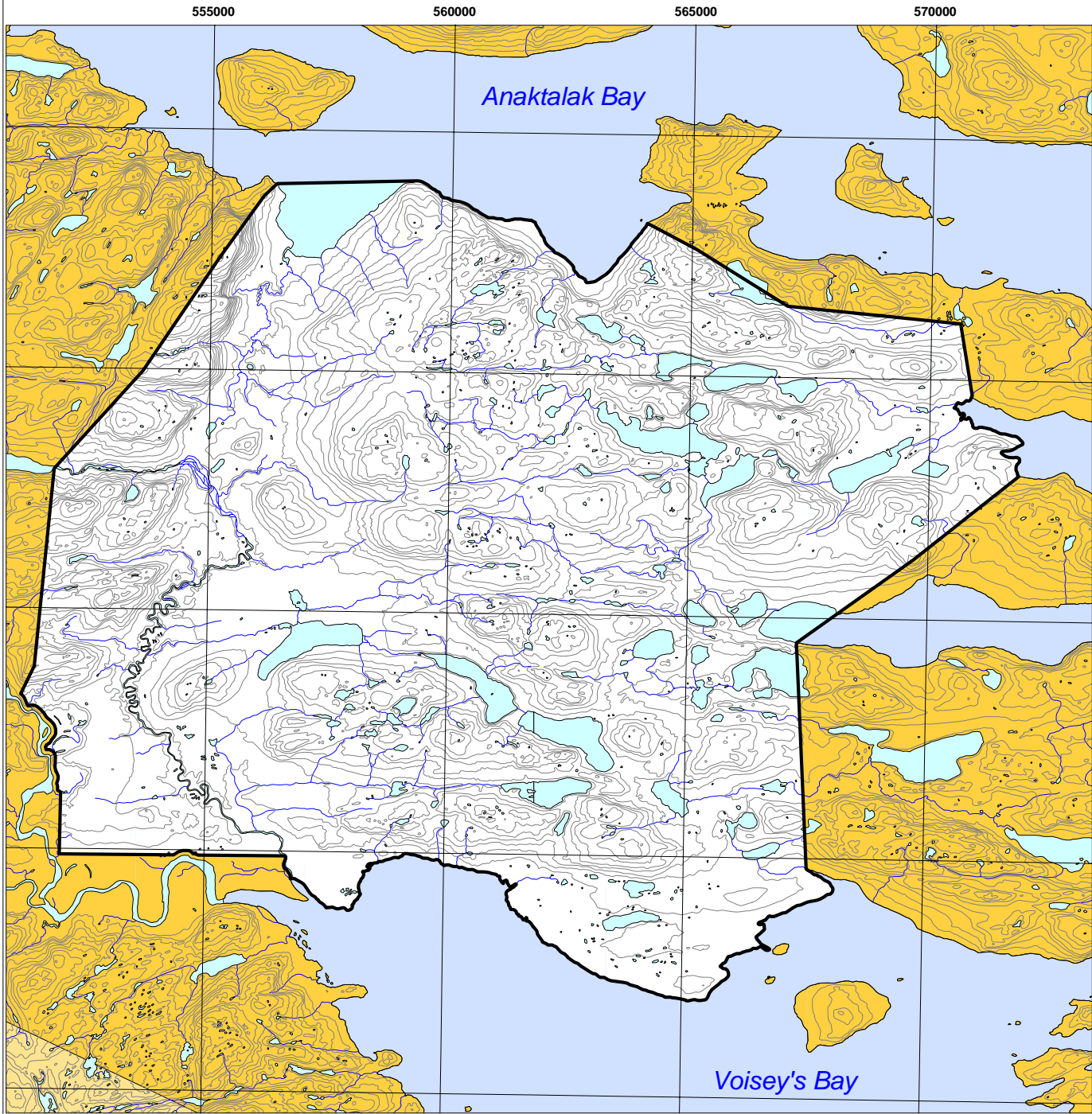
8.6.8 Canada and the Province shall Consult the Nunatsiavut Government prior to providing advice to the Developer or a Subsequent Developer regarding:

- (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*.

Part 8.7 Environmental Management

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.







Labrador Inuit Land Claims Agreement

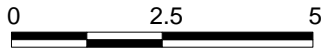
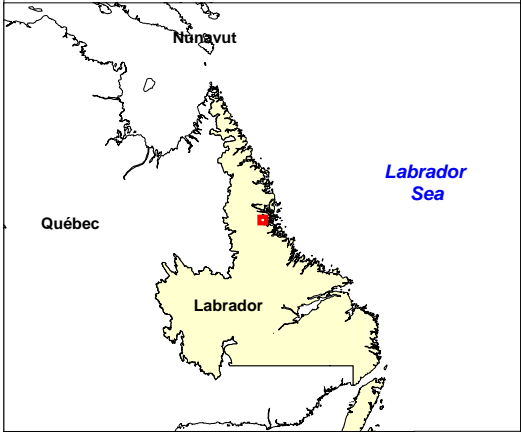
Schedule 8-A

Voisey's Bay Area (section 8.1.1)

This is not an authoritative map of the Voisey's Bay Area and has been prepared for illustrative purposes only. The authoritative maps of the Voisey's Bay Area are contained in the Map Atlas.

Legend

-  Voisey's Bay Area
-  Labrador Inuit Lands
-  Labrador Inuit Settlement Area
(land and Waters)
-  Labrador Inuit Settlement Area
(Zone)



kilometres
scale
1 : 125,000

