

## AGREEMENT ON CONSULTATION AND ACCOMMODATION

Between

Abitibiwinni First Nation Council,  
represented by Chief David Kistabish

(hereinafter referred to as the “Abitibiwinni First Nation”)

and

The Government of Québec,  
represented by the Minister responsible for Native Affairs, Geoffrey Kelley, by the Minister responsible for Canadian Relations and the Canadian Francophonie, Jean-Marc Fournier, by the Minister of Energy and Natural Resources, Pierre Arcand, and by the Minister of Sustainable Development, the Environment and the Fight Against Climate Change, David Heurtel

(hereinafter “Québec”)

(hereinafter collectively called “the Parties”)

### PREAMBLE

WHEREAS the Abitibiwinni First Nation claims to hold rights, recognized and affirmed under Section 35 of the *Constitution Act, 1982*, over its traditional territories;

WHEREAS Québec acknowledges this claim and respects it;

WHEREAS the Supreme Court of Canada has recognized that the government shall consult and, under certain circumstances, accommodate Aboriginal peoples when it has knowledge of the potential existence of an Aboriginal right or claim and that the government is contemplating conduct that might adversely affect it;

WHEREAS Québec recognizes its obligations regarding the consultation and accommodation of the First Nations of Québec;

WHEREAS the Parties seek to agree on consultation and accommodation processes for natural resource development projects, particularly mining activities;

WHEREAS this Agreement follows the prior agreement in principle on consultation and accommodation (the “Agreement in principle”) signed on March 28 and 30, 2012, by the Parties and the Anishnabe First Nation Council of Lac-Simon, which is not party to this Agreement;

WHEREAS the Parties consider that the consultation processes provided for in this Agreement, where applicable, shall respect Québec’s obligations to First Nations;

WHEREAS this Agreement has been reached without waiving ancestral rights, including the Aboriginal title, and ancestral or land claims which the Abitibiwinni First Nation may have in Québec, and subject to the position that any of the Parties may take regarding the existence, the scope, and the scale of these rights or the merits of these claims;

WHEREAS the Government of Québec fosters dialogue between mining companies and the Aboriginal communities affected by the development of a mining site, which may lead to agreements on the repercussions and benefits of mining activities;

WHEREAS the Parties wish to involve mining companies conducting operations within the Territory covered (the “Companies”) in the consultation and accommodation processes described in this Agreement;

WHEREAS this Agreement shall not affect any potential comprehensive land claim agreement to which the Abitibiwinni First Nation would be a party, and whereas the provisions of this Agreement may be included, in whole or in part, in such a comprehensive land claim agreement;

Therefore, the Parties agree to the following:

## **1. DEFINITIONS**

In this Agreement, unless the context conveys a different meaning, the following terms shall have the following meanings:

“**Mining activities**” refers to the mining exploration activities described in Appendix B, to mining projects not subject to Québec’s environmental assessment procedure as per Appendix C, and to mining projects subject to the environmental impact assessment and review procedure for middle Québec presented in Appendix D.

“**Companies**” means any company conducting operations within the Territory covered.

## **2. OBJECTIVES**

2.1. The purpose of this Agreement is to:

- a) Define the consultation processes applicable to mining activities, and eventually, to other natural resource development projects;
- b) Enable the Abitibiwinni First Nation to express its concerns regarding natural resource development projects, including mining activities, on the Territory covered, and if applicable, have the Parties determine accommodations to take these concerns into account;
- c) Improve and strengthen relations between the Parties regarding the topics covered by this Agreement;

- d) Encourage and foster the establishment of harmonious and constructive relations between Companies and the Abitibiwinni First Nation;
- e) Inform the Companies of the existence of this Agreement and its consultation and accommodation processes;
- f) Identify the Territory covered that is subject to the consultation processes agreed upon;
- g) Prevent disputes between the Parties regarding the content of this Agreement, and if applicable, facilitate their settlement.

### **3. SECRÉTARIAT AUX RESSOURCES NATURELLES**

- 3.1. **Creation.** A natural resources secretariat (Secrétariat aux ressources naturelles, hereinafter referred to as the “Secrétariat”) shall be created by the Abitibiwinni First Nation on the Date of entry into force of this Agreement (as defined in Section 9.1).
- 3.2. **Interim period.** During the period between the date of the last signature of this Agreement and its Date of entry into force, the Parties agree that any consultation held under this Agreement will take place directly with the Abitibiwinni First Nation.
- 3.3. **Appointment.** The members of the Secrétariat shall be appointed by the Abitibiwinni First Nation.
- 3.4. **Organization.** The Abitibiwinni First Nation is responsible for organizing the Secrétariat and ensuring that it is duly authorized to represent it for the purpose of implementing this Agreement.
- 3.5. **Mandate.** The Abitibiwinni First Nation shall take part in consultations exclusively through the Secrétariat, which acts on its behalf as a coordinator and intermediary for forwarding information for consultation purposes. The Secrétariat is also the organization to which the Parties shall refer any Company wishing to provide information about a project to the First Nation.
- 3.6. **Funding.** Québec shall fund the Secrétariat during the initial term of this Agreement, as specified in Section 9.2, from its inception, through the Aboriginal Initiatives Fund II program’s Support for Consultation component (“AIF II”), on the condition that the credits are voted by the National Assembly, that the funds are available, and that the conditions outlined in this program are respected.

In the event that the AIF II is not renewed or that not enough funds are available to meet the actual needs of the Secrétariat, Québec commits to find an alternative source of funding.

#### **4. TERRITORY COVERED**

- 4.1. The Territory covered by this Agreement is illustrated on the map in Appendix A-1 (the “Territory covered”). This territory is divided into different parts to identify the scenarios and terms of application for the consultation processes outlined in Section 5. These terms of application are outlined in Appendix A-2.
- 4.2. Should there be any discrepancy between the map in Appendix A-1 and the descriptions in Appendix A-2, the map in Appendix A-1 shall prevail.
- 4.3. The Territory covered may be amended, in particular, to reflect the evolution of the status of the Abitibiwinni First Nation’s claims, as per the amendment mechanism set out in Section 8.5.
- 4.4. The Parties agree that the Territory covered that they have identified is to be used solely for the purposes of this Agreement, and that it is subject to the land claims of the Abitibiwinni First Nation and to Québec’s position in this regard. The Parties shall collaborate to prevent any other use of the Territory covered, and may not, except in the event of a dispute regarding the implementation of this Agreement, use it as evidence in court.

#### **5. CONSULTATION PROCESS**

- 5.1. Appendices B, C, and D respectively describe the consultation process applicable to the following mining activities:
  - a) mining exploration activities (Appendix B);
  - b) mining projects not subject to Québec’s environmental assessment procedure (Appendix C);
  - c) mining projects subject to the environmental impact assessment and review procedure for middle Québec (Appendix D).

These processes are applicable to mining activities conducted within the green part of the Territory covered starting on the Date of entry into force of this Agreement. They shall apply to mining activities conducted on a site of interest identified by the Parties within the yellow part of the Territory covered once the Parties have established a complementary agreement on the sites of interest.

Exceptionally, these processes may apply to an activity conducted on private lands when said activity is likely to result in significant adverse effects on a green part of the Territory covered, or, on a site of interest in the yellow part as outlined in the complementary agreement. Any other mining activity conducted in either the yellow or red parts of the Territory covered is subject to Section 1 of Appendix B, “Regarding a claim and exploration activities arising therefrom.” In addition, regarding these activities, the Secrétariat may use the participation mechanisms provided for in Québec’s laws, and

may, if applicable, use the public information tools provided by the organizations implementing these mechanisms.

5.2. The Parties agree that additional appendices may be added to describe the consultation process applicable to natural resource development projects, in accordance with the amendment mechanism set out in Section 9.5.

5.3. The consultation processes presented in the appendices were developed and are implemented in accordance with the following principles:

- a) **Consultation.** The Secrétariat shall be consulted as early as possible in the decision-making process, i.e. while there is still time to modify the mining project's preliminary plans;
- b) **Collaboration.** The consultation process must take place in a spirit of collaboration. The Parties make every reasonable effort to ensure they fully participate in the process. In order to do so, they shall act diligently, with an openness to change, in good faith, and take into consideration the needs and the limitations expressed by the other Party;
- c) **Companies.** The Companies conducting mining activities within the Territory covered are called upon to collaborate and play an active role in the consultation processes, as needed;
- d) **Other Aboriginal groups.** Depending on the circumstances, the concerns expressed by another Aboriginal group shall be taken into account, particularly within the context of discussions with a Company or the determination of accommodation measures;
- e) **Timeframe.** A reasonable timeframe shall be established for the consultation process to enable the Secrétariat to properly respond to the requests it receives. Either Party may request a change to the set timeframe; the other party may not deny such a request without reasonable grounds. In the event that the Secrétariat is unable to respond to the requests it receives in a timely manner, Québec will make a decision that takes into account the concerns of the Abitibiwinni First Nation of which it has already been informed;
- f) **Emergency.** In the event of an emergency, Québec may derogate from the consultation process. In such a case, Québec shall immediately inform the Secrétariat of the exceptional situation and state the reasons justifying the derogation. Québec then makes every reasonable effort to properly respond to the concerns expressed by the Secrétariat.

## 6. INFORMATION AND PRIVACY

6.1. Subject to the applicable laws on access to information and subject to privacy measures that may be agreed upon with a third party, the Parties shall share relevant and available

information. When information is shared in the context of a consultation conducted under this Agreement, the Parties shall determine if the shared information must be considered confidential and, if so, the Parties shall take the necessary steps to ensure confidentiality, as per the laws applicable.

- 6.2. Québec shall provide the Secrétariat with the most comprehensive and relevant information available. This information may pertain to, among other things, the nature of the planned mining activity, its location and the area affected, as well as the nature of the right to be granted.
- 6.3. The Secrétariat shall provide Québec with relevant and available information during the consultation process to enable Québec to fully understand the Abitibiwinni First Nation's concerns. This information shall pertain to, among other things, the nature and scope of the rights claimed and the projected adverse effects on these rights; the degree of vulnerability of the sites of interest identified; as well as to the purposes and frequency of use of the territory by the Abitibiwinni First Nation.

## **7. LIAISON COMMITTEE**

- 7.1. On the Date of entry into force of this Agreement, the Parties shall establish a liaison committee (the "Liaison Committee") comprised of two (2) representatives of Québec and two (2) representatives of the Abitibiwinni First Nation, who shall be respectively appointed by the Parties. The Parties' representatives shall have authority required to enable the Liaison Committee to carry out its mandate.
- 7.2. With regard to the matters covered in this Agreement, the Liaison Committee shall ensure the improvement of relationships between the Parties, provides a forum for discussions, and intervenes, if necessary, to help resolve disputes between the Parties.
- 7.3. The Liaison Committee is also responsible for reviewing this Agreement, as provided for in Section 10.1.
- 7.4. The Liaison Committee meets once a year, or when deemed necessary by the Parties.

## **8. DISPUTE RESOLUTIONS**

- 8.1. For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim, or disagreement arising out of the interpretation or implementation of this Agreement and which is formally raised by any of the parties for dispute settlement.
- 8.2. Should a dispute arise during the implementation of this Agreement despite close cooperation between Parties, the Parties shall commit to seek to settle the dispute out of court before resorting to legal proceedings.
- 8.3. The dispute resolution mechanism is initiated when one of the Parties sends a written notice to the other Party specifying the subject of the dispute as well as the issue(s) to be resolved.

- 8.4. Upon receipt of such a notice, each of the Parties shall appoint a representative with sufficient authority to jointly seek to reach an amicable solution. In the case of Québec, the representative shall be a manager from each ministry involved. For the Abitibiwinni First Nation, the representative shall be the manager of the Secrétariat. Each representative may appoint any other person required given the circumstances.
- 8.5. Should the representatives of the Parties be unable to reach a settlement within ten (10) days after the issuing of the written notice, unless the representatives of the Parties have mutually agreed to extend the deadline, a written notice of the dispute shall be submitted to the Liaison Committee created according to the provisions in Section 7 of this Agreement.
- 8.6. After receipt of the written notice, the Liaison Committee shall hold a meeting within a reasonable timeframe to find an amicable solution to the dispute. For this purpose, the Liaison Committee may agree to extend the deadlines for consultation, to further document the issue, to consult an expert, or to refer the dispute to an independent and unbiased third party for mediation. Each Party shall assume their own mediation expenses. The costs related to the mediation process, including the fees and expenses of the mediator and experts, shall be agreed upon and shared equally between the Parties.

## **9. DATE OF ENTRY INTO FORCE, TERM, TERMINATION, AND AMENDMENT**

- 9.1. This Agreement shall come into force sixty (60) days after the date of the last signature (the “Date of entry into force”).
- 9.2. The term of this Agreement is ten (10) years after the Date of entry into force, renewable for further ten (10) year periods upon written consent from both Parties.
- 9.3. Either Party may terminate this Agreement by providing the other Party with three (3) months’ written notice.
- 9.4. The legal effects arising from sections 4.4 and 11.5 as well as the mentions related to these effects included in Appendix A-1 shall continue to apply and remain in force despite the end of this Agreement, regardless of the termination of this Agreement and the cause thereof. The same applies to the legal effects arising from sections 6.1 and 11.6 insofar as the information referred to in these sections was provided or exchanged when this Agreement was in effect.
- 9.5. This Agreement may be amended at any time with the written consent of the Parties.

## **10. REVIEW OF THE AGREEMENT**

- 10.1. This Agreement is subject to a comprehensive review by the Liaison Committee two (2) years after its entry into force and every five (5) years thereafter.
- 10.2. However, during the first year following the entry into force of this Agreement, and upon request from the Abitibiwinni First Nation, the funding shall be subject to an ad hoc

review by the Liaison Committee, which shall evaluate whether the funding is sufficient to meet the objectives of this Agreement, and then make recommendations to the Parties based on the findings of this review.

- 10.3. During the review provided for in Section 10.1, the Liaison Committee shall review and assess whether amendments to this Agreement are warranted. This review shall assess the following elements:
- a) the funding granted to the Secrétariat, taking into account its mandate and including mining activities, and eventually other natural resource development projects;
  - b) the implementation of this Agreement.
- 10.4. For the purposes of this review, and if applicable, the Liaison Committee shall take into account the following elements:
- a) any amendment regarding the consultation of Aboriginal peoples made to Québec's general application of legislation relating to the mining sector or any relevant policy arising from this legislation;
  - b) final judicial decisions that, according to both Parties, amend the legal framework applicable to the consultation of Aboriginal peoples in Québec.

## **11. GENERAL PROVISIONS**

- 11.1. The preamble and appendices form an integral part of this Agreement.
- 11.2. The timeframes provided for in this Agreement are expressed in calendar days. Should the timeframe allowed for carrying out an action expire on a holiday, the timeframe shall be extended to the next working day.
- 11.3. The Parties agree that where applicable, the consultation processes outlined in the appendices enable Québec to fulfill its obligation to consult with the Abitibiwinni First Nation. However, nothing in this Agreement is intended to prevent the Abitibiwinni First Nation from resorting to the court if it considers that the agreed-upon consultation process has not been respected, or if it considers that the accommodation measures implemented are inadequate.
- 11.4. This Agreement is not a treaty or a land claims agreement under Section 35 of the *Constitution Act, 1982*.
- 11.5. Nothing in this Agreement is intended to, nor shall it, recognize, deny, create, extinguish, repeal, define, or waiver any right recognized and affirmed by Section 35 of the *Constitution Act, 1982*, including an Aboriginal title, which may be held by the Abitibiwinni First Nation, or any right related to trapping covered in Section 23(a) of the *Act respecting hunting and fishing rights in the James Bay and New Québec territories* (RSQ, c. D-13.1). To clarify this further, this Agreement is subject to any position a Party



may take regarding the existence, the scope, and the scale of these rights, or the judicial effects of Section 3 of the *James Bay and Northern Quebec Native Claims Settlement Act* (S.C. 1976-77, c. 32).

- 11.6. The information provided by or exchanged between the Parties in the context of the consultation processes provided for in this Agreement is subject to the rights of the Parties regarding the issues covered in Section 11.5 and to the positions the Parties may take on these issues in the context of a current or future dispute.
- 11.7. The participation of a Company in the consultation process outlined in this Agreement shall not affect Québec's obligation to consult and, where applicable, accommodate the Abitibiwwini First Nation.
- 11.8. The participation of the Abitibiwinni First Nation in discussions or negotiations with a Company regarding any socio-economic agreement to collaborate, on impacts and benefits, or on the ratification by the Abitibiwinni First Nation of such an agreement shall not exempt any of the Company's mining activities from the application of the consultation process provided for in this Agreement, including the application of the provisions related to accommodation measures.
- 11.9. This Agreement shall not be construed in such a way as to preclude the Abitibiwinni First Nation from exercising its rights or benefits with regard to consultation that may arise from any amendment to Québec's general legislation or any relevant policy arising from this legislation.
- 11.10. Any Québec Algonquin community that is not a Party to this Agreement may join the Agreement with consent from the Parties. Where applicable, this Agreement shall be amended to enable the new Party to join.
- 11.11. This Agreement shall not have any impact on any of Canada's responsibilities regarding the Abitibiwinni First Nation.
- 11.12. This Agreement shall not affect any obligations that Québec may have to any Aboriginal group that is not part of this Agreement, nor shall it affect the means at its disposal to fulfill these obligations.
- 11.13. This Agreement shall be governed by, and construed in accordance with, the laws of Québec and the laws of Canada applicable hereto.
- 11.14. This Agreement shall be drawn up in Algonquin, in French, and in English. Only the French version shall be signed and legally binding.
- 11.15. The Parties shall ensure that both the public and the Companies operating within the Territory covered are informed of this Agreement. The Parties shall coordinate their communications efforts, in particular when issuing a press release or organizing information meetings with the stakeholders involved.

11.16. The Parties declare that they have all the necessary authorizations to enter into this Agreement. The Abitibiwinni First Nation confirms that its signatory has been duly authorized to represent it, as specified in the resolution attached to this Agreement (Appendix E).

IN WITNESS WHEREOF, the Parties have signed five copies of this Agreement

FOR THE ABITIBIWINNI FIRST NATION COUNCIL

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David Kistabish  
Chief

Signed on

Location

FOR THE GOVERNMENT OF QUÉBEC

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Geoffrey Kelley  
Minister responsible for Native Affairs

Signed on

Location

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Jean-Marc Fournier  
Minister responsible for Canadian Relations and  
the Canadian Francophonie

Signed on

Location

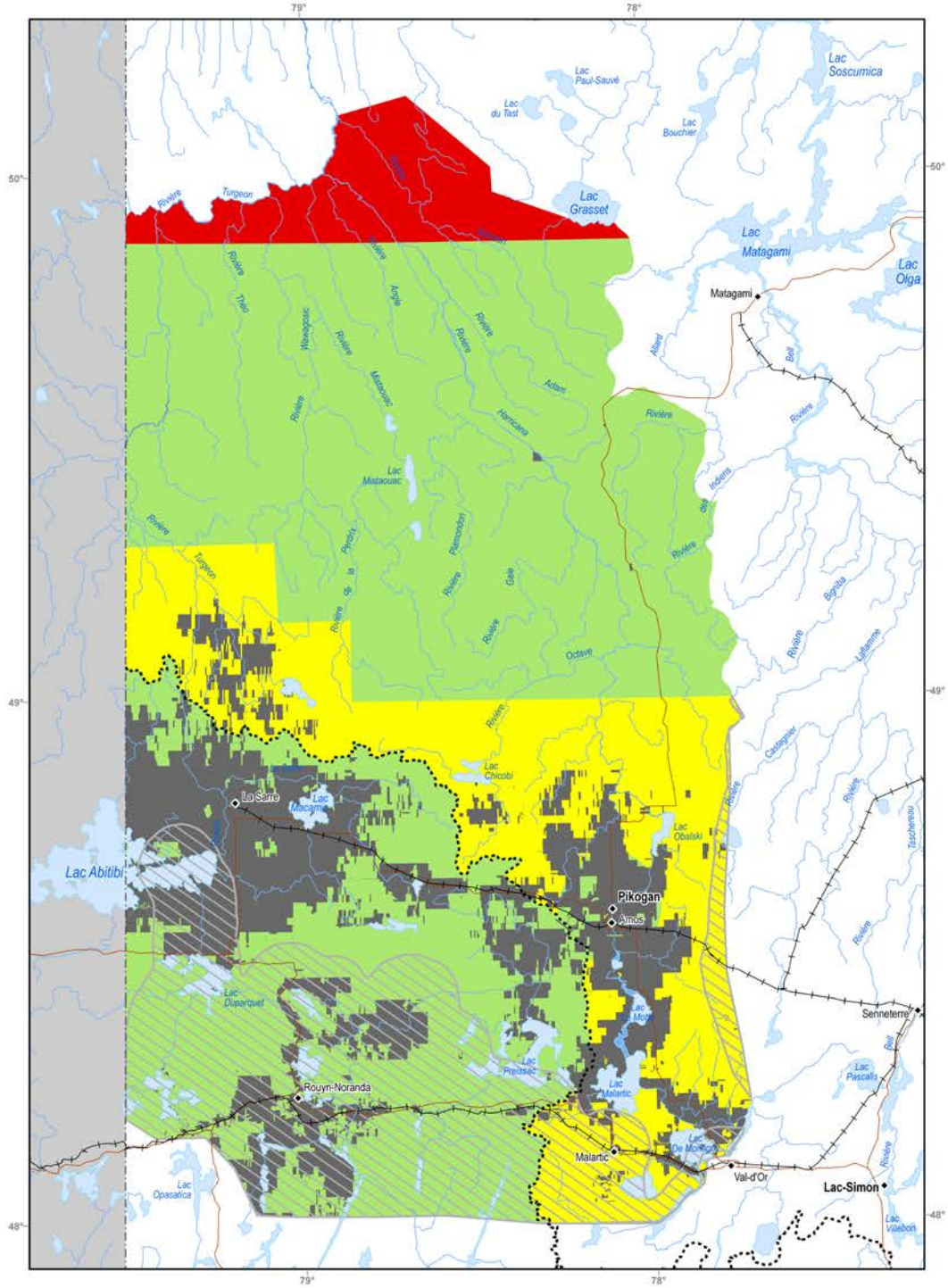
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Pierre Arcand Minister of Energy and Natural Resources	Signed on	Location
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David Heurtel Minister of Sustainable Development, the Environment and the Fight Against Climate Change	Signed on	Location
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# Appendix A-1: Territory covered



**Territory covered by this Agreement**

- Green part
- Yellow part
- Red part

**Contextual elements**

- Overlapping areas with other Algonquin communities
- Private and mixed ownership

**Territorial organization**

- Interprovincial border
- Southern boundary of the JBNQA\*

\*JBNQA: James Bay and Northern Quebec Agreement. This boundary is used for the sole purpose of implementing this Agreement.

**Transportation infrastructure**

- Road network
- Railway

**Metadata**

Map projection: Transverse Mercator Zone 10

**Sources**

Data	Organization	Year
Base Map	MERN	2004
JBNQA boundary	MERN	2016
Ownership	MERN	2016

**Production**

Ministère de l'Énergie et des Ressources naturelles  
Direction des Affaires Autochtones

Note: This document is subject to sections 4.4 and 11.5 of this Agreement and is to be used for the sole purpose of implementing this Agreement.

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## APPENDIX A-2

### TERRITORY COVERED: DESCRIPTION OF THE APPROACH

The Territory covered has been divided into three parts, shown in green, yellow, and red on the map in Appendix A-1. The striped areas indicate parts where there are overlapping land claims from other First Nations that, to Québec's knowledge, are not signatories of the *James Bay and Northern Québec Agreement* (JBNQA). Private lands are shown in black. The application of the processes set out in appendices B, C, and D shall vary, depending on the parts of the Territory covered, as well as whether the lands concerned are private or public.

#### 1. **Green part**

Description: This part includes the territory covered by the reserve lands of the Abitibiwinni First Nation and excludes the parcels of land included in the yellow and red parts, and also includes:

- the territory claimed located outside the territory covered by the JBNQA;
- the territory claimed that is located within the southern area of the territory covered by the JBNQA<sup>1</sup> and within the Abitibi beaver reserve;
- a 10-km radius around the reserve lands of the Abitibiwinni First Nation, within the southern area of the territory covered by the JBNQA.

Application of appendices B, C, and D: The consultation processes shall come into force on the Date of entry into force of this Agreement, with no restrictions.

#### 2. **Yellow part**

Description: This part includes the lands located within the southern area of the territory covered by the JBNQA, and outside of the Abitibi beaver reserve.

Application of appendices B, C, and D: The consultation processes shall apply to the sites of interest identified by the Parties in a complementary agreement on the sites of interest. The Secrétariat shall continue to have access to the participation mechanisms provided for in Québec's laws and may, if applicable, use the public information tools provided by the organizations implementing these mechanisms.

#### 3. **Red part and private lands**

Description: The red part includes the northern and middle zones of the Territory covered, referred to in Chapter 24 of the JBNQA.

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<sup>1</sup> In order to facilitate understanding of the approach regarding the Territory covered, it is referred to in this Appendix as the "northern", "middle", and "southern" zones outlined in Chapter 24 of the JBNQA (paragraphs 24.12.1 and 24.12.2, and shown in Appendix 3 of this chapter) (southern boundary subject to the provisions of the JBNQA).

Application of appendixes B, C, and D: The consultation processes shall not apply to the red zones or to private lands, unless they are reserve lands.

The Secrétariat shall continue to have access to the participation mechanisms provided for in Québec's laws and may, if applicable, use the public information tools provided by the organizations implementing these mechanisms.

Exceptionally, appendixes B, C, and D shall apply if a mining activity conducted on a private land is likely to result in significant adverse effects on a green part of the Territory covered, or in the yellow part, on a site of interest identified by the Parties and specified in the complementary agreement.

## APPENDIX B

### CONSULTATION PROCESS FOR MINING EXPLORATION ACTIVITIES

#### BACKGROUND

This Appendix outlines the consultation process when mining activities are proposed within the Territory covered, in accordance with the terms set out in Section 5.1 of this Agreement as well as in Appendix A-2. In this Appendix, “exploration activities” means exploration activities for which, under Section 40 of the *Mining Act* (CQLR c. M-13.1), it is necessary to obtain a right, permit, or authorization issued by Québec<sup>2</sup> in order for the claim holder (the “Company”) to continue its exploration activities, including:

- a bulk-sampling extraction authorization for a quantity of 50 metric tons or more (Section 69 of the *Mining Act*);
- a certificate of authorization, for example, for specific excavation, topsoil removal, extraction, access ramps, and shaft dewatering work (Section 22 of the *Environment Quality Act*, CQLR, c. Q-2);
- certain land rights under the *Act Respecting the Lands in the Domain of the State*, CQLR, c. T-8.1;
- a work permit for activities requiring forest clearing (Section 73 of the *Sustainable Forest Development Act*, CQLR, c. A-18.1);
- an authorization to alter a wildlife habitat (Section 128.7 of the *Act Respecting the Conservation and Development of Wildlife*, CQLR, c. C-61.1).

Whenever possible, Québec combines the requests for permits, rights, and authorizations required to carry out exploration activities to ensure that they are addressed within the same consultation process.

#### THE CONSULTATION PROCESS

##### 1. Regarding a claim and exploration activities arising therefrom

1.1 The Ministry of Energy and Natural Resources (“MERN”) shall provide the Secrétariat with training sessions on the use of the claim management system (“GESTIM”) as well as information sessions on the mining exploration activities conducted within the Territory covered. The frequency of these sessions shall be based on the needs of the Secrétariat as well as the available resources and information.

1.2 On a quarterly basis, the MERN shall notify the Secrétariat, through GESTIM, of the new claims granted on the Territory covered. The notice shall be sent no later than three (3) months after the Date of entry into force of this Agreement.

For this purpose, the Secrétariat shall provide the MERN with an e-mail address and ensure this address is kept up to date.

1.3 A Company that submits a request for a claim within the green part of the Territory covered shall be contacted through GESTIM and asked to: inform the Secrétariat of any exploration activity it intends

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<sup>2</sup> In this Appendix, “Québec” means, according to the context, the Minister of Energy and Natural Resources, the Minister of Sustainable Development, the Environment and the Fight Against Climate Change, and the Minister of Forests, Wildlife and Parks, or their representatives.

to carry out, to share information, to answer questions, and, in the context of its activities to take into account the concerns of the Abitibiwinni First Nation, as applicable. The Company shall also inform the MERN of the content of its exchanges with the Secrétariat. With regard to any other part of the Territory covered, the Company submitting a request for a claim shall be notified through GESTIM of the existence of this Agreement and that the claim is located within the Territory covered by it.

The Secrétariat shall cooperate, as the need arises, with the Company to provide it with the relevant and available information that may be useful for planning and conducting its mining exploration activities.

## 2. Regarding right(s), permit(s), and authorization(s) required to carry out exploration activities

2.1 Upon receipt of a request for the right(s), permit(s), or authorization(s) required to carry out mining exploration activities, Québec shall issue a written notice to the Secrétariat providing the most comprehensive and relevant information available.

More precisely, the information shall include data and documents relating to the nature of the projected exploration activities, their location, the area affected, the volume sought, the period during which the work will be performed, as well as the Company's rights and obligations, as applicable.

2.2 Within thirty (30) days of reception of the notice specified in Section 2.1 or as otherwise agreed upon, the Secrétariat shall provide Québec with a written response indicating if, in its opinion, the project is likely to have harmful effects on asserted rights, and if so, detailing these potential effects and proposing, as the situation merits, the accommodation measures that the Secrétariat deems appropriate. Furthermore, if the Secrétariat has had discussions with the Company and has information relevant to Québec's decision-making process, it shall inform Québec of the measures that the Company has proposed to address the concerns of the Abitibiwinni First Nation.

2.3 As needed, there may be discussions between the Secrétariat and Québec representatives, particularly its experts, to enhance comprehension of the projected activities as well as their technical aspects, potential repercussions, and potential accommodation measures, when applicable. In addition, if the parties so agree, the Company may be invited to participate in these discussions to address, with the Secrétariat, the Abitibiwinni First Nation's questions and concerns, and to facilitate the exchange of information.

2.4 Once it has received the written response from the Secrétariat, Québec may contact, or ask for a meeting with the Secrétariat for the purpose of better understanding the Abitibiwinni First Nation's concerns. Additional discussions on the appropriate accommodation measures may take place if the Parties deem it necessary.

2.5 Québec shall inform the Secrétariat, by letter, of its decision regarding the grantings of the rights, permits, and authorizations required for the exploration activities to be undertaken. This letter shall include a summary of the consultation process carried out and explain how Québec has taken into account the concerns that the Secrétariat shared with it.

2.6 The accommodation measures selected shall be listed as conditions for exercising the right(s), permit(s), or authorization(s) issued, or otherwise put in motion.



## APPENDIX C

# CONSULTATION PROCESS FOR MINING PROJECTS NOT SUBJECT TO QUÉBEC'S ENVIRONMENTAL IMPACT ASSESSMENT AND REVIEW PROCEDURE

### BACKGROUND

This appendix describes the consultation and accommodation process that applies when a mining project is not subject to the environmental impact assessment and review procedure set out in Chapter I of the *Environment Quality Act* (CQLR, c. Q-2). This may apply to:

- a project involving the opening and operation of a metals mine or an asbestos mine that has a production capacity of less than 2000 metric tons per day, except in the case of rare earths;
- a project involving the opening and operation of any other mine that has a production capacity of less than 500 metric tons per day;
- a project involving the mining of surface mineral substances, as defined under Section 1 of the *Mining Act* (CQLR, c. M-13.1).

Under the *Mining Act* (CQLR, c. M-13.1), the mining projects subject to this process may be required to obtain, from Québec:<sup>1</sup>

- a mining lease (Section 100);
- an exclusive lease to mine surface mineral substances (sections 140 and 141);
- a non-exclusive lease to mine surface mineral substances (sections 140 and 141);
- an authorization to extract surface mineral substances (Section 140, paragraph 2).

Depending upon the situation, these mining projects may also be required to obtain, from Québec, rights, permits, or related authorizations, in particular:

- a certificate of authorization (Section 22 of the *Environment Quality Act*);
- land rights under the *Act respecting the Lands in the Domain of the State* (CQLR, c. T-8.1), for example, for the site of a mill, for a storage site for tailings, or for the construction of a road;<sup>2</sup>
- a forestry permit for activities requiring forest clearing (Section 73 of the *Sustainable Forest Development Act*, CQLR, c. A-18.1);
- an authorization for an activity that alters a wildlife habitat (Section 128.7 of the *Act respecting the conservation and development of wildlife*, CQLR, c. C-61.1);
- other authorizations provided for in the *Mining Act*, for example for the site of a treatment plant or a mine tailings site (sections 240-241).<sup>3</sup>

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<sup>1</sup> In this Appendix, depending on the context, the word “Québec” may refer to the Government of Québec, the Minister of Energy and Natural Resources, the Minister of Sustainable Development, Environment and the Fight against Climate Change, or the Minister of Forests, Wildlife and Parks or representatives thereof.

<sup>2</sup> These authorizations are issued under the *Act respecting the Lands in the Domain of the State* when the parcels of land targeted are located outside of the area covered by the mining lease.

In cases of applications for a non-exclusive lease to mine surface mineral substances, this Appendix applies solely to project requests involving the opening of an operating site.

## CONSULTATION PROCESS

1.1 The Secrétariat shall collaborate, if needed, with the promoter (“the Company”) to provide it with all available relevant information that may be useful within the context of its project.

1.2 Upon reception of an application for a right, a permit, or an authorization required to carry out a project to which this Appendix applies, Québec shall provide the Secrétariat with all available information that is relevant and as comprehensive as possible, in writing.

More precisely, in the case of a project requiring the issuing of a mining lease, the information shall include, in particular:

- the mineralogical characteristics of the deposit and the anticipated extraction volume;
- a general map indicating the location of the deposit;
- the rehabilitation and restoration plan;
- detailed information on the infrastructure and alterations required (if applicable, pertaining to wells, access ramps, ore processing plants and mining wastewater treatment, garages, camps, waste rock disposal and tailing areas, transport roads, borrow pits, etc.), including their main characteristics, the various work associated with them, and maps specifying their locations;
- the chronology of the work and activities planned and their duration;
- the location of the final effluent or effluents;
- the rights and obligations of the future holder of the rights, permits, and authorizations, as applicable.

In the case of a project involving the mining of surface mineral substances, an application for rights, permits, or authorizations shall include information on the nature of the project; the nature of the rights, permits, or authorizations to be issued; its location; the surface area affected; the volume targeted; the timeline for the work; and the rights and obligations of the future holder of the rights, permits, or authorizations, as applicable.

1.3 Within thirty (30) days of reception of the notice foreseen in Section 1.2 or as otherwise agreed upon, the Secrétariat shall provide Québec with a written response indicating if, in its opinion, the project is likely to have harmful effects on asserted rights, and if so, detailing these potential effects and proposing, as the situation merits, the accommodation measures that the Secrétariat deems appropriate. Furthermore, if the Secrétariat has had discussions with the Company and has information relevant to Québec’s decision-making process, it informs Québec of the measures that the Company has proposed to address the concerns of the Abitibiwinni First Nation.

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<sup>3</sup> These authorizations are issued under the *Mining Act*, when the parcels of land are located within the areas covered by the mining lease.

1.4 As needed, there may be discussions between the Secrétariat and Québec representatives, particularly its experts, to enhance comprehension of the project, its repercussions, and potential accommodation measures, when applicable. The Secrétariat may ask Québec for information to complement that which has already been provided. If the parties agree, the Company may be invited to participate in these discussions to discuss, with the Secrétariat, the Abitibiwinni First Nation's questions and concerns and to facilitate the exchange of information. These discussions must take place within the thirty (30) day period.

1.5 Once it has received the written response from the Secrétariat, Québec may contact, or ask for a meeting with the Secrétariat for the purpose of better understanding the Abitibiwinni First Nation's concerns. Additional discussions on the appropriate accommodation measures may take place if the Parties deem it necessary.

1.6 Québec shall inform the Secrétariat, by letter, of the permits and authorizations that it has issued and the rights it has granted pertaining to a project governed by this Appendix. This letter shall include a summary of the consultation process carried out and explain how Québec has taken into account the concerns that the Secrétariat has shared with it.

The accommodation measures selected shall be included as conditions for applying the right(s), permit(s), or authorization(s) issued, or otherwise put in motion.

#### **EMERGENCY SITUATIONS**

It should be noted that projects requiring an authorization to mine surface mineral substances are more likely to require authorization from Québec in an emergency situation involving public security, for example. In emergency situations, Québec shall make a decision in compliance with paragraph 5.3 f) of the Agreement.

## APPENDIX D

### CONSULTATION PROCESS FOR MINING PROJECTS SUBJECT TO THE ENVIRONMENTAL IMPACT ASSESSMENT AND REVIEW PROCEDURE IN SOUTHERN QUÉBEC

#### BACKGROUND:

This Appendix describes the consultation and accommodation process applicable when a mining project, located within the Territory covered, is subject to the environmental impact assessment and review procedure in Chapter I of the *Environment Quality Act* (CQLR, c. Q-2). Division II of the *Regulation Respecting Environmental Impact Assessment and Review* (CQLR, c. Q-2, r. 23) lists the mining projects subject to this procedure (Section 2(1) p):

- the opening and operation of a metals mine or an asbestos mine that has a production capacity of 2000 metric tons or more per day, except in the case of rare earths;
- the opening and operation of a uranium mine;
- the opening and operation of a rare earths mine;
- the opening and operation of any other mine that has a production capacity of 500 metric tons or more per day.

The projects subject to the environmental impact assessment and review procedure must be the subject of a certificate of authorization issued by Québec.<sup>1</sup> They may also require the issuing of authorizations, rights, and/or permits from the MDDELCC, the MERN, and the Minister of Forests, Wildlife and Parks (MFFP). Once the project has been authorized by the Government, the MERN, the MFFP, and the MDDELCC may issue the authorizations, rights, and/or permits required to carry out the project, such as additional certificates of authorization, a mining lease, property rights (for example, leases for industrial purposes), a lease to mine surface mineral substances, and forest management permits.

The consultation and accommodation process described takes into account all of the authorizations, rights, and/or permits related to the project that may be issued by the Government, the MDDELCC, the MFFP, and the MERN, at the end of the environmental impact assessment and review procedure applicable in southern Québec.

This consultation process is aligned with the various stages of the procedure and is specifically directed at the Secrétariat.

The timeframes referred to in the consultation process are specified on a case-by-case basis and applied with flexibility, taking into account the needs of the Secrétariat and the progress of the project. Nevertheless, the Parties must ensure that the relevant stages of the consultation process are completed within the maximum legislated timeframe of 15 months, within which the ministerial recommendation is submitted to the Government for decision, once the project notice has been submitted.

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<sup>1</sup> In this Appendix, depending on the context, the expression “Québec” refers to the Government of Québec; the Minister of Energy and Natural Resources; and the Minister of Sustainable Development, Environment and the Fight Against Climate Change, or their representatives.

## **THE CONSULTATION PROCESS**

### Stage 1: Project notice and ministerial directive

1.1 Upon receipt of the project notice from a Company, Québec shall send a copy of it to the Secrétariat. The project notice shall describe the general nature of the project. Preliminary discussions about the project may take place between Québec's representatives and the Secrétariat, if the latter so requests.

1.2 For information purposes, Québec shall send to the Secrétariat a copy of the directive issued for carrying out the environmental impact study that applies to the project, as soon as it has been completed. This directive shall indicate to the Company the nature, scope, and extent of the impact study that it must carry out. The Company shall also be informed of the existence of this Agreement.

1.3 As soon as possible, and at the latest at the time of submitting the directive to the Company, Québec shall inform the Company of the consultation process that will be carried out with the Secrétariat by Québec during the project's environmental impact assessment and review procedure. Québec shall also encourage the Company to contact the Secrétariat to promote consideration of the concerns of the Abitibiwinni First Nation in the development of the impact study.

1.4 The Secrétariat shall collaborate with the Company to share relevant information that may be useful in developing the impact study.

### Stage 2: Analysis of the admissibility of the impact study

2.1 Once the impact study has been submitted by the Company, Québec shall send a copy of it to the Secrétariat to obtain its concerns, questions, and comments.

The analysis of admissibility aims to ensure that the elements requested in the ministerial directive have been properly addressed in the impact study and that the study will be an adequate tool for conducting the project's environmental assessment. A series of questions and comments is usually sent to the Company by Québec to ensure that clarifications and additional information are included in its impact study.

2.2 Within the timeframe provided for in the letter from Québec or as otherwise agreed to, the Secrétariat shall send to Québec a written notice detailing the way in which the project, if it is authorized by the government, could have adverse effects on rights claimed by the Abitibiwinni First Nation and proposing, if applicable, the accommodation measures it deems appropriate. The Secrétariat may include any other pertinent information that would enable the Company to carry out its impact study. As needed, discussions may take place with Government representatives, particularly experts, to enable a better understanding of the project, its technical aspects, its repercussions, and potential accommodation measures. The Company may be called upon to participate in these discussions if the Parties so agree. These requests or discussions may continue throughout the project's environmental analysis.

Moreover, if the Secrétariat has participated in the development of the impact study at the invitation of the Company, and if this information is relevant for the purposes of Québec exercising its decision-making authority, the Secrétariat shall inform Québec of the measures that have been implemented by the Company to take into account the concerns of the Abitibiwinni First Nation.

2.3 The document containing the questions and comments, as well as the Company's responses, shall be sent to the Secrétariat. If new questions or comments regarding the Company's responses arise, the Secrétariat shall forward them to Québec within the timeframe indicated by Québec or otherwise agreed

upon. Discussions may take place with Government representatives as needed and within the applicable timeframe.

### Stage 3: Public information and consultation and public hearing

3.1 Once the impact study has been deemed admissible by the Minister of Sustainable Development, Environment and the Fight Against Climate Change, the entire file shall be made public for a public information and consultation period of forty-five (45) days. An information evening shall be organized by the Bureau d'audiences publiques sur l'environnement (BAPE) to provide the public with information about the project. During this period, any person, group, organization, or municipality wishing to do so may submit a public hearing request to the Minister of Sustainable Development, Environment and the Fight Against Climate Change.

Québec shall notify the Secrétariat of the beginning of the public information and consultation period. The Secrétariat may participate in the information evening organized by the BAPE and, if it wishes, it may submit a request to the Minister of Sustainable Development, Environment and the Fight Against Climate Change that the BAPE hold a public hearing.

3.2 If one or more public hearing requests are submitted to the Minister, the BAPE may be given a public hearing mandate. This mandate shall be for a duration of four (4) months.

3.3 If a public hearing is held, the Secrétariat is encouraged to participate and to submit a brief. It is understood that the Secrétariat may request that the BAPE hold a public hearing session in the Abitibiwinni First Nation community. Moreover, Québec shall submit to the Secrétariat a copy of the BAPE's report as soon as it is made public.

### Stage 4: Environmental analysis of the project

4.1 As soon as the environmental analysis of the project carried out by Québec begins, Québec shall send a letter to the Secrétariat to enquire about its concerns in relation to the project.

This stage of the environmental impact assessment and review procedure aims to analyze the project to determine whether or not it is environmentally acceptable. This analysis is usually initiated after the public hearings are held. If no public hearings are held, the analysis is initiated shortly after the public information and consultation period has ended.

4.2 Within the timeframe provided for in the letter from Québec or as otherwise agreed to, the Secrétariat shall send to Québec a written notice expressing any concerns that have not been previously communicated to Québec in writing, and proposing, if applicable, the accommodation measures it deems appropriate. These concerns shall relate to adverse effects that the project would have on rights claimed by the Abitibiwinni First Nation.

4.3 Once Québec has received written notice from the Secrétariat, it may communicate with or request a meeting with the Secrétariat to develop a better understanding of the concerns that have been expressed. Additional discussions regarding appropriate accommodation measures may take place, if the Parties deem this to be necessary.

4.4 The main concerns expressed by the Secrétariat with regard to the project shall be presented in the file submitted to the Government for decision.

#### Stage 5: Government decision

5.1 Québec shall inform the Secrétariat by letter of its decision whether or not to approve the project. At this time, copies of the decree and environmental analysis report shall be sent to the Secrétariat. A report on the consultation with Aboriginals, which explains the manner in which Québec took into account the concerns that were discussed with the Secrétariat, shall also be sent to the Secrétariat.

#### Stage 6: Authorizations following the government decision

6.1 If applicable, the authorizations, rights, or permits required to carry out the project, as authorized by the Government, shall be issued by Québec, with no need for further discussions with the Secrétariat.