

## BACK RIVER PROJECT SOCIO-ECONOMIC MONITORING WORKING GROUP

### TERMS OF REFERENCE

#### 1 PURPOSE

- 1.1 This document sets out the terms of reference (“Terms of Reference”) for the Back River Project Socio-Economic Monitoring Working Group (the “Working Group” or “SEMWG”) in relation to the Socio-Economic Monitoring Program (the “Program”) for B2Gold Back River Corp.’s (“B2Gold Nunavut”) Back River Project (the “Project”). This is a revision to a previous Draft Terms of Reference developed for the Working Group, dated October 11, 2018.

This Working Group aims to support the Kitikmeot Socio-Economic Monitoring Committee (the “KSEMC”) in its regional monitoring initiatives, and to support the Program. The Working Group will identify and discuss areas of mutual interest to the Parties and socio-economic monitoring priorities of the KSEMC related to the Project.

- 1.2 The parties agree that the purpose of the Program is described in Section 135 of the *Nunavut Planning and Project Assessment Act* (“NuPPAA”) and Article 12, Part 7 of the *Nunavut Agreement* (“NA”), the relevant portions of which provide as follows:

NuPPAA section 135(3):

*The purpose of a monitoring program is to:*

- (a) measure the impact of the project on the... socio-economic environments of the designated area;*
- [and]...*
- (d) assess the accuracy of the predictions contained in the project impact statement.*

NA section 12.7.2:

*The purpose of a monitoring program set up pursuant to Section 12.7.1 shall be:*

- (a) to measure the relevant effects of projects on the... socio-economic environments of the Nunavut Settlement Area;*
- [and]...*
- (d) to assess the accuracy of the predictions contained in the project impact statements.*

- 1.3 The Working Group is intended to help satisfy and fulfil parts of the Terms and Conditions set out in the Back River Project Certificate (No. 007) issued by the Nunavut Impact Review Board (the “NIRB”) to the extent this Project Certificate addresses socio-economic monitoring.

## **2 KSEMC AND REGIONAL MONITORING BACKGROUND**

- 2.1 The KSEMC is a Government of Nunavut-led forum for stakeholders to meet on an annual basis and present data, and to discuss and consider socio-economic impacts and benefits of mining and other projects in the Kitikmeot Region.
- 2.2 The KSEMC will review the Program results annually, and may review areas of mutual interest and socio-economic monitoring priorities as identified by the Working Group.
- 2.3 The KSEMC supports a collaborative monitoring framework by providing data to support socio-economic impacts monitoring, and providing recommendations related to socio-economic monitoring and mitigation.

## **3 WORKING GROUP MEMBERSHIP AND MEMBER ROLES AND RESPONSIBILITIES**

- 3.1 The Working Group consists of:
  - a. at least one B2Gold Nunavut representative (who is chair of a meeting if it relates to Project monitoring);
  - b. at least one Government of Nunavut representative (who is chair of a meeting if it relates to territorial monitoring);
  - c. at least one Government of Canada representative; and
  - d. at least one Kitikmeot Inuit Association (KIA) representative.
- 3.2 Each member is responsible for the costs they incur to participate in activities of the Working Group.
- 3.3 B2Gold Nunavut will:
  - a. identify relevant indicators and share Project-specific data that relates to the Program, which will include preparing a socio-economic monitoring plan and methodology (to be presented in the annual Program Report, as described in Section 5.1 of this Terms of Reference, or other relevant document);
  - b. participate in the collaborative analysis and interpretation of data for reporting purposes;
  - c. present the effectiveness of B2Gold Nunavut's socio-economic mitigation measures to the other members of the Working Group for review;
  - d. prepare and provide presentations summarizing annual Program Report findings and conclusions for the KSEMC; and
  - e. when chairing meetings related to Project monitoring, develop and circulate agendas, and record and circulate meeting notes.

3.4 The Government of Nunavut will:

- a. identify indicators and share Government of Nunavut-sourced data that relates to the Program and other KSEMC reporting requirements;
- b. participate in the collaborative analysis and interpretation of data for reporting purposes;
- c. review the effectiveness of B2Gold Nunavut's socio-economic mitigation measures; and
- d. when chairing meetings related to territorial monitoring, develop and circulate agendas, and record and circulate meeting notes.

3.5 The Government of Canada will:

- a. identify indicators and share applicable socio-economic data from the Nunavut General Monitoring Plan;
- b. participate in the collaborative analysis and interpretation of data for reporting purposes; and
- c. review the effectiveness of B2Gold Nunavut's socio-economic mitigation measures.

3.6 The KIA will:

- a. identify indicators and share applicable KIA-sourced socio-economic data that relates to the Program, if available and appropriate;
- b. participate in the collaborative analysis and interpretation of data for reporting purposes; and
- c. review the effectiveness of B2Gold Nunavut's socio-economic mitigation measures.

3.7 Collection, use, and disclosure of information and data under these Terms of Reference, by each member of the Working Group, is subject to any rules governing the collection, use, and disclosure of personal and/or confidential information and data, applicable to each member respectively, in accordance with the provisions of any privacy legislation or corporate policies. This obligation survives the dissolution of the Working Group and the existence of the Project.

3.8 The parties acknowledge that:

- a. B2Gold Nunavut is best able to collect and provide data concerning workforce information, employment, training and procurement in relation to the Project;
- b. the Government of Nunavut and the Government of Canada are best able to collect and provide public statistics on general health and well-being, food security, demographics and other socio-economic indicators at the community and territorial level; and
- c. the Kitikmeot Inuit Association is best able to provide information and data relating to Inuit land use and culture at the community and regional level, if available and appropriate.

## 4 WORKING GROUP MANDATE

- 4.1 The Working Group aims to support the development and execution of the Program framework and to undertake collaborative monitoring in order to identify and access data in relation to the Program. This data may be useful for improving the socio-economic performance of the Project. Collaborative monitoring will involve combining Project-specific performance data with data generated or provided by other members of the Working Group (or other sources, as appropriate) in order to support adaptive management measures implemented by the Working Group members, and to minimize adverse effects and maximize benefits from the Project. The Working Group will act as a forum for addressing technical aspects of the Program, with the objective that any issues raised on the Program will be dealt with directly by the Working Group itself. For greater clarity, the Working Group will act in an advisory manner only and the decisions of it or its members will not be considered binding upon B2Gold Nunavut. Working Group members are also free to raise Program-related issues directly with other relevant oversight bodies (e.g. NIRB).
- 4.2 More detailed decision-making, communication, and follow-up processes for the Working Group may be developed in the future. Updates on this topic will be provided in future Program Reports or a revised Terms of Reference.
- 4.3 The Working Group shall monitor the Program by:
- a. analyzing the monitoring data in order to assess the accuracy of socio-economic impact predictions made in the Final Environmental Impact Statement of the Project;
  - b. assessing the effectiveness of current practices to mitigate adverse effects and enhance positive effects of the Project;
  - c. obtaining early warning should mitigation measures or measures to enhance positive effects not be achieving their intended outcome; and
  - d. providing timely detection of unanticipated outcomes.
- 4.4 The Working Group aims to improve understanding of prioritized socio-economic issues in order to increase confidence in socio-economic assessment predictions.
- 4.5 The Working Group will provide monitoring data and objective analysis in a manner that is collaborative, focused, efficient and cost-effective.

## **5 REPORTING AND COMMUNICATION**

- 5.1 Following Project Certificate issuance and B2Gold Nunavut's decision to proceed with Project construction, B2Gold Nunavut will prepare an annual socio-economic report for the Project (the "Program Report"), which will be attached to its Annual Report submission to the NIRB. B2Gold Nunavut shall submit annual Program Reports to NIRB on or before March 31 of each year, containing data with respect to the previous calendar year (January to December) which

may be presented at the Project, community, and/or regional scale. The Program Report will further describe B2Gold Nunavut's participation on the KSEMC, other collaborative socio-economic monitoring processes, and other relevant activities related to understanding socio-economic processes.

- 5.2 Where possible, issues raised by the KSEMC and Working Group on the Program Reports will be addressed in-person by B2Gold Nunavut and recorded in meeting notes (i.e. during KSEMC and Working Group meetings); however, these issues may also be addressed in future Program Reports. B2Gold Nunavut will also address any relevant Terms and Conditions from Project Certificate No. 007 directly in its Program Report or Annual Report submission to the NIRB.<sup>1</sup>

## **6 MEETINGS**

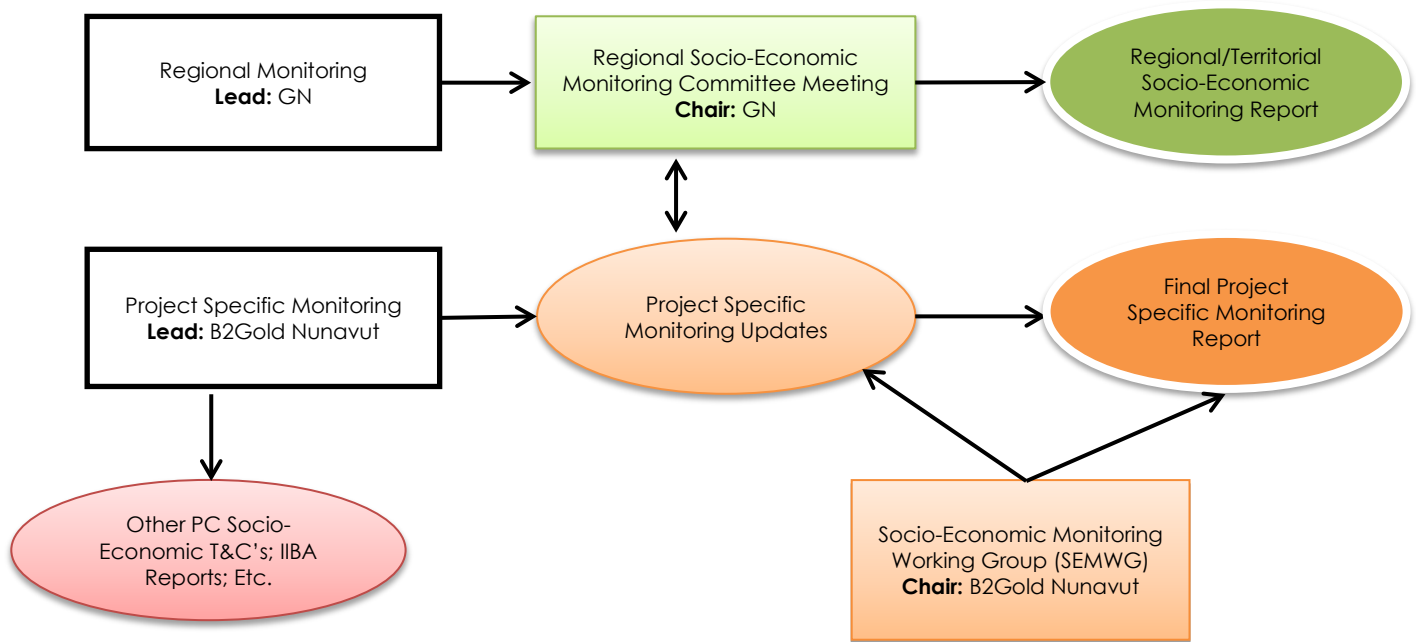
- 6.1 Following Project Certificate issuance and B2Gold Nunavut's decision to proceed with Project construction, the Working Group will meet for as long as the Project remains in either its construction, operation, or active closure phases.
- 6.2 The Working Group will attempt to meet at least twice per year for the purposes of reviewing and providing direction on the development of the Program Report. One of these annual meetings is anticipated to occur concurrently with annual KSEMC meetings. Results and plans related to the annual Program Report will be discussed so that Working Group members have opportunities to provide feedback. B2Gold Nunavut will endeavor to work collaboratively with Working Group members to address any issues that are raised.
- 6.3 The Working Group will attempt to meet at least once a year for its members to engage in the analysis and interpretation of data to support the KSEMC Report. This meeting may occur concurrently with one of the meetings identified in Section 6.2.
- 6.4 Parties may change the meeting schedule by agreement in writing by all members of the Working Group.
- 6.5 The Working Group will endeavor to meet in-person whenever practical. However, recognizing Nunavut's unique logistical challenges and the competing deadlines involved in reporting, videoconferences and email circulation will also satisfy meeting requirements if agreed to in writing by all members.

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<sup>1</sup> This includes Term and Condition No. 77 which requests the process used to monitor demographic changes be described in the SEMWG Terms of Reference. However, B2Gold Nunavut considers its annual reports and/or Socio-Economic Monitoring Plan to be more appropriate locations for this information.

## 7 RELATIONSHIP WITH REGIONAL AND TERRITORIAL MONITORING

7.1 The diagram below outlines the relationship between Project-specific monitoring and regional/territorial monitoring, and their respective reporting requirements:



## 8 PROJECT CLOSURE

### 8.1 Mine Closure

B2Gold Nunavut will consult the Working Group and KSEMC two (2) years in advance of the expected end of operations for the Project. The goals of this consultation will be:

- to better inform Project-specific socio-economic closure planning; and
- to keep the Working Group and KSEMC informed of the progress of planning leading up to the submission of any required Project-specific socio-economic management/closure plans, submitted under the final closure plan.

B2Gold Nunavut will include any specific measures that may mitigate, at least to some extent, the potential for negative effects as a result of Project closure in its planning.

### 8.2 Premature Mine Closure

In the event of premature (whether temporary or final) closure of the Project, B2Gold Nunavut will consult with the Working Group and KSEMC before submitting any required Project-specific socio-economic management/closure plans. B2Gold Nunavut will also investigate the possibility of providing relevant information to the Working Group earlier in the Project lifecycle and providing updates as necessary.

## **9 RELATIONSHIP TO IIBA OBLIGATIONS**

- 9.1 The parties recognize this Terms of Reference is separate from any obligations under the IIBA, or other agreements, between B2Gold Nunavut and the KIA and that the mandate of the Working Group shall not include monitoring of the IIBA.
- 9.2 Any sharing of confidential or commercially sensitive information with the Working Group related to the IIBA, or other agreements, will be guided by the confidentiality provisions of the IIBA or those other agreements.

## **10 REVIEW OF TORs**

These Terms of Reference may be reviewed by the Working Group periodically and at least once every two years for any required changes that may be applicable as the Project evolves from construction, through operations and closure. Similarly, if any other exploration or mine development activities of B2Gold Nunavut are approved within the Kitikmeot Region, these Terms of Reference may be reviewed and amended as necessary to accommodate additional terms and conditions applicable to the Project that may be issued by NIRB as part of a Project Certificate(s). Working Group members will agree in writing to any changes to the Terms of Reference.