

QX-1922 - Periglacial Geomorphology investigation study in permafrost at the Houghton impact structure and surrounding terrains, Devon Island, Nunavut

Terms and Conditions

1. Nunavut Tunngavik has designated the Qikiqtani Inuit Association as the designated Inuit organization (DIO) to hold title to the surface of Inuit Owned Lands in the North Baffin, South Baffin and Sanikiluaq land use regions pursuant to the Nunavut Land Claims Agreement.
2. The Licensee acknowledges that this is a personable revocable non-exclusive and non-transferable authorization and not an easement, lease or other interest in land.
3. The Licensee agrees and acknowledges that the Qikiqtani Inuit Association and Nunavut Tunngavik Incorporated shall not be liable for any loss or damage to the Licensee, or its agents, employees, contractors, Licensees or invitees arising from or occasioned by this authorization or the Licensee's entry and actions on the Lands.
4. The Licensee shall indemnify and save the Qikiqtani Inuit Association and Nunavut Tunngavik Incorporated harmless from and against all manner of suit or action, cause of action, claim, demand, damage, cost, expense or liability for death, personal injury, economic loss, property damage, fines or compliance with permits approvals, certificates, licences or orders of any authority of competent jurisdiction arising from or occasioned by any act or omission of the Licensee, its agents, employees, contractors, Licensees or invitees (including without limitation discharge of contaminants) on or in respect of the Lands, including without limitation any liability arising from breach by the Licensee of any municipal, territorial or federal statute regulation or by-law in force in Nunavut in respect of land utilization, health and safety, transportation of dangerous goods, or environmental protection.
5. The Licensee shall observe, perform and abide by the General Minimum Standards annexed as Schedule 1 hereto, or by any standards established from time to time in addition thereto or in substitution therefor by the Qikiqtani Inuit Association.
6. The Licensee shall be liable for any damage to the Lands occasioned by its entry and activities on the Land.
7. The Licensee represents and warrants that it is and shall remain in compliance with all federal, territorial and municipal statutes, regulations and by-laws in respect of its entry and actions on the Lands.
8. The Qikiqtani Inuit Association may revoke this authorization at any time for breach of any term or condition of the authorization.
9. The Licensee shall pay any reasonable costs of inspection the Qikiqtani Inuit Association deems necessary to monitor compliance with the terms and conditions of this authorization or the general minimum standards.
10. This authorization and the right of entry to the Lands are subject to the Nunavut Land Claims Agreement and to all applicable laws in force in Nunavut.

SCHEDULE 1 - GENERAL MINIMUM STANDARDS

These standards are in addition to and not in substitution for any applicable laws or regulations in force in Nunavut and nothing herein shall be construed so as to require or authorize the contravention of any such law or regulation, including without limitation, the Nunavut Waters Act and Nunavut Surface Rights Tribunal Act, the Fisheries Act, and the Area Development Act, or any regulations made thereunder.

GENERAL

1. The Licensee shall not conduct this land use operation on any lands not designated in the authorization, unless authorized in writing by the Qikiqtani Inuit Association.
2. The Licensee shall not conduct this land use operation on any lands not designated in the Licence, unless authorized in writing by the Qikiqtani Inuit Association.
3. The Licensee shall provide a copy of this authorization to the Nunavut Impact Review Board (NIRB) prior to the commencement of the project.
4. The Licensee shall contact the Qikiqtani Inuit Association at least 48 hours prior to commencement of any land use activity.
5. The Licensee shall not use any equipment except of the type, size and number, and shall conduct operations with the crew and methods listed in the accepted application for this authorization.
6. The Licensee shall have readily available this authorization and conditions during the course of land use operations.
7. At the completion of this land use operation and before the expiry of the authorization, the Licensee shall remove all equipment and materials.
8. The Licensee shall submit a final report in text and map form by December 31, 2019 showing:
 - All lands occupied and used during this land use operation, including details on all activities conducted on the lands
 - Before and after digital photographs of land use sites
 - If applicable, aircraft flight paths, number of flights (include dates/time), and flight elevation.
 - Wildlife sightings including copies of all wildlife logs
 - Inuit land use encountered during operations
 - Land use conflicts encountered during operations

9. The Licensee shall ensure ground travel routes maximize the use of gravel, sand or other durable land.
10. The Licensee shall not burn any combustible garbage and debris.
11. All operations shall be carried out so as to minimize surface disturbance. The Licensee shall avoid disturbance on slopes prone to natural erosion, and alternative locations shall be utilized.
12. The Licensee shall keep all combustible and non-combustible garbage and debris in suitable containers until disposed of at an approved municipal waste facility.
13. All sewage shall be removed from the site upon abandonment.
14. The Licensee shall keep sites clean of garbage and debris at all times.
15. The Licensee shall not move any equipment or vehicles unless the ground surface is in a state capable of fully supporting the equipment or vehicles.
16. All disturbed areas must be restored to a stable or pre-disturbed state as practical.

FUEL AND CHEMICAL STORAGE

17. All petroleum containers shall be marked with the Licensee's name.
18. The Licensee shall locate all fuel and other hazardous materials a minimum of thirty-one (31) meters away from the high water mark of any water body and in such a manner as to prevent their release into the environment.
19. The Licensee shall ensure that refueling of all equipment occur a minimum of thirty-one (31) meters away from the high water mark of any water body.
20. The Licensee shall store all fuel and chemicals in such a manner that they are inaccessible to wildlife.
21. The Licensee shall use adequate secondary containment or a surface liner (e.g. self-supporting insta-berms and fold-a-tanks), when storing all fuel and chemicals at all locations.
22. The Licensee shall use drip pans or other equivalent devices when refueling equipment on site. Appropriate spill response equipment and clean-up materials (e.g. shovels, pumps, barrels, drip pans, and absorbents) must be readily available during any transfer of fuel.
23. The Licensee shall remove any hydrocarbon-contaminated soils, snow, and ice from site and shall transport them to an approved disposal site for treatment.
24. The Licensee shall ensure that personnel are properly trained in fuel and hazardous waste handling procedures, as well as spill response procedures. The Licensee shall report all spills immediately in accordance with instructions contained in "Spill Report, NWT 1086(10/79)". The Telephone number for the 24-hour spill line is (867) 920-8130 or spills@gov.nt.ca. The Licensee shall also report all spills immediately to Qikiqtani Inuit Association at (867) 975-8430 or jfortier@qia.ca.



WATER USE

25. The Licensee shall not extract water from any fish-bearing water body unless the water intake hose is equipped with a screen of appropriate mesh size to ensure that there is no entrapment of fish.
26. The Licensee shall not deposit any deleterious substance into any water body.
27. The Licensee shall not cause any obstruction of any stream.

INUIT LAND USE and WILDLIFE HARVESTING

28. The Licensee shall avoid disruption of Inuit land use and harvesting activity and shall avoid areas where such activity is taking place.
29. The Licensee shall immediately report any conflict with Inuit land use and harvesting activity to the Land Administrator -Qikiqtani Inuit Association at (867) 975-8430 or jfortier@qia.ca.

WILDLIFE

30. The Licensee shall ensure that there is no damage to wildlife habitat in conducting this operation.
31. The Licensee shall not harass wildlife. This includes persistently worrying or chasing animals, or disturbing large groups of animals.
32. The Licensee shall ensure that all project personnel are aware of the measures to protect wildlife and provided training/advice on how to implement measures.
33. The Licensee shall avoid areas with the presence of caribou, musk oxen, polar bear, and large groups of animals.
34. The Licensee shall not block or cause any diversion to caribou, musk oxen, polar bear movement, and large groups of animals and shall cease activities likely to interfere with such movement until such a time the caribou, musk oxen, polar bear, and large groups of animals have passed or left the area.
35. If caribou, musk-oxen, polar bear, and large groups of animals are observed within 1 km of project activities, the Licensee shall suspend operations in the vicinity, including low-level over flights and the use of all-terrain vehicles and snowmobiles until the caribou, musk oxen, polar bear, and large groups of animals are no longer in the immediate area.
36. The Licensee shall report any MAN-BEAR interactions to the nearest Government of Nunavut Conservation Officer.
37. The Licensee shall not hunt or fish without proper Nunavut authorizations.

