

**MELIADINE MINE TERRESTRIAL ADVISORY GROUP  
TERMS OF REFERENCE**

These Terms of Reference (**TOR**):

1. provide the framework under which the Terrestrial Advisory Group (**TAG**) and its member Parties (listed at section 4.1 below) will operate;
2. outline the purpose of the TAG; and
3. describe the main functions by which the TAG will fulfill its purpose.

These TOR are subject always to the terms and conditions of any project certificate (**Project Certificate**) issued by the Nunavut Impact Review Board (**NIRB**) for the Meliadine Mine (the **Project**).

**1. Purpose of the TAG**

- 1.1. The TAG is an advisory group that provides technical oversight on the Project's impact management, mitigation, and monitoring measures related to the protection of terrestrial wildlife and wildlife habitat based on Inuit Qaujimaningit (**IQn**), Inuit Qaujimagatuqangit (**IQ**), Traditional Knowledge (**TK**), Community Knowledge (**CK**), Indigenous Knowledge (**InK**) and knowledge from the western science (**Western Science**) perspective shared by the Parties.

It is a forum for the ongoing cooperation and communication among the Parties in the review and refinement of impact management, environmental effects monitoring, mitigation measures and fulfillment, by Agnico Eagle, of the Project Certificate Terms and Conditions, the List of Commitments, the Terrestrial Environment Management and Monitoring Plan (**TEMMP**) and any other Plan, relating to the interactions between the Project and terrestrial wildlife and wildlife habitat.

- 1.2. Another purpose of the TAG is the sharing of relevant information and experiences between Parties (including their consultants), as experts in their respective terrestrial-related fields and backgrounds, such as IQn, IQ, TK, CK, InK, and Western Science.

**2. Functions of the TAG**

- 2.1. Agnico Eagle will seek advice from the TAG with respect to monitoring programs and mitigation measures that will be developed by Agnico Eagle and its experts to collect data, monitor potential effects of the Project, and determine any adaptive management measures that may be required during the construction, operations, closure and reclamation of the Project.

Such monitoring programs will collect and use IQn, IQ, TK, CK, and InK and Western Science.

The TAG will collaborate to share and consider methods, results, and analysis from caribou and terrestrial environment studies and monitoring, IQn, IQ, TK, CK, and InK shared by knowledge holders, and other terrestrial environment monitoring data as it becomes available.

- 2.2. Upon request by a Party, the TAG may provide advice related to caribou and terrestrial wildlife.
- 2.3. In fulfilling its role in accordance with these TOR, the TAG may:
  - 2.3.1. make recommendations and provide advice to Agnico Eagle on any aspects of the TEMMP for the adoption of monitoring programs and mitigation measures in order to comply with applicable regulatory requirements and to help to mitigate adverse Project effects;
  - 2.3.2. establish collaborative arrangements between Kivalliq Inuit, Ghotelnene K'odtineh Dene and other TAG members, to protect the environment, as well as the traditional relationships of the Inuit and Ghotelnene K'odtineh Dene with the terrestrial environment, with some of the objectives of these arrangements being to:
    - a) develop sufficient data and knowledge from which the Project can be effectively monitored and managed;
    - b) incorporate an ecosystem-based approach (meaning an approach that takes into account interaction of land, water and human activities), for monitoring and management of Project-related environmental effects;
    - c) support the meaningful participation of members of the TAG, local Inuit and Dene in all aspects of environmental monitoring programs in all phases of the Project and development of mitigation measures; and
    - d) integrate IQn, IQ, TK, CK, and InK in design and implementation of environmental monitoring programs and mitigation measures;
  - 2.3.3. collaborate on research programs, activities, or initiatives relating to the terrestrial environment;
  - 2.3.4. periodically review the TEMMP to determine whether to recommend changes in relation to the terrestrial environment and if required, request Agnico Eagle to update the TEMMP in relation to the terrestrial environment;
  - 2.3.5. review the implementation of the TEMMP in relation to the terrestrial environment;
  - 2.3.6. review monitoring reports and results provided to the TAG by Agnico Eagle;
  - 2.3.7. review the assessment of potential impacts of the Project on terrestrial wildlife;

- 2.3.8. review the effectiveness of mitigation measures implemented by Agnico Eagle;
- 2.3.9. review action plans for the development and implementation by Agnico Eagle of mitigation measures;
- 2.3.10. review reports related to the regional and cumulative impacts of the Project or similar projects;
- 2.3.11. review research and reports on the potential impacts of the developments similar to the Project on terrestrial wildlife; and
- 2.3.12. review monitoring reports and other accounts provided by local residents or any Party.

### **3. TAG Recommendations and Advice**

- 3.1. Consistent with the methods used in preparing the Project's environmental impact statement, professional judgement or experienced opinion must be based on supporting evidence where available (including any relevant IQn, IQ, TK, CK, InK and Western Science, monitoring data, and/or relevant scientific literature). Supporting evidence, where available, shall be specifically referenced as support for any position taken by a Party based on professional judgment and/or experienced opinion. Where supporting evidence is not available, an explanation of the basis for the experienced opinion or professional judgement will be provided to the TAG.
- 3.2. Agnico Eagle will implement all recommendations made by unanimous consensus among all Parties of the TAG (**TAG Recommendation**). Any TAG Recommendations will be in plain language and clearly stated in writing in the final TAG minutes (the **Final TAG Minutes**).
- 3.3. Agnico Eagle will consider implementation of any advice made by a majority of all Parties of the TAG (**TAG Advice**). Any TAG Advice will be in plain language and clearly stated in writing in the Final TAG Minutes. If Agnico Eagle does not wish to implement TAG Advice, Agnico Eagle must provide a written and verbal response and rationale for its position to the TAG for consideration.
- 3.4. All TAG Recommendations and TAG Advice will include a summary of evidence and/or rationale (including reference to relevant Project Certificate terms and conditions) on which they are based.
- 3.5. All Parties can, if desired, seek advice and direction from NIRB on any topic and any Party may separately provide their advice and recommendations to NIRB on a matter where a unanimous consensus has not been reached at the TAG. At least seven (7) business days notice will be

provided to the TAG prior to submission of the request to NIRB for advice and direction under this Section 3.5.

- 3.6. Agnico Eagle will include a summary of all TAG Recommendations and TAG Advice in the Annual Report, along with Agnico Eagle's written response and/or a summary of actions undertaken.

#### **4. TAG Membership**

- 4.1. TAG membership is determined by an organization's mandate which allows it to contribute to TAG's purpose. The following Parties (should they wish to participate) may appoint one (1) Party representative plus one (1) alternate Party representative to participate on the TAG:

- *Kivalliq Inuit Association;*
- *Agnico Eagle;*
- *Nunavut Tunngavik Incorporated;*
- *Kivalliq Wildlife Board;*
- *Government of Nunavut (Department of Environment);*
- *Kangiqliniq Hunters and Trappers Organization;*
- *Baker Lake Hunters and Trappers Organization;*
- *Sayisi Dene First Nation;*
- *Northland Denesuline First Nation;*
- *Arviat Hunters and Trappers Organization;*
- *Issatik Hunters and Trappers Organization; and*
- *Aqigiq Hunters and Trappers Organization.*

The TAG will operate under the TOR. The TOR will be reviewed by the Parties at least once every two years following their establishment and will be reviewed from time to time should a new Party confirm they wish to participate in the TAG.

Parties shall confirm participation in the TAG in writing, through a memorandum of understanding or other written means such as a letter or email which will be filed with NIRB and circulated to all of the organizations listed in this Section 4.1. Should any Party listed in this Section 4.1 wish to discontinue its participation in the TAG, they may do so on 30 days written notice which will be provided to NIRB and all Parties listed in this Section 4.1. For clarity, reference to a "Party" or "Parties" in all other sections of these TOR refers to parties that have confirmed participation in the TAG in writing and have not confirmed that they wish to discontinue participation.

- 4.2. Each Party may send terrestrial wildlife experts, advisors, staff, and observers, to any meeting of the TAG. However, it is noted that the intent is that each meeting focus on technical and practical

discussions about interactions between the Project and wildlife and mitigations, and not on legal and/or procedural matters.

- 4.3. In the initial year of the term of the TAG, a Party representative appointed by Agnico Eagle will act as the chair of the TAG and thereafter, on an annual basis, the Parties of the TAG will choose a chair by a majority vote.
- 4.4. When the chair is absent for any reason, an alternative representative of the Party to which the chair belongs will act as chair.
- 4.5. Quorum shall be a minimum of five Parties attending a TAG meeting virtually and/or in person, unless otherwise agreed to by the Parties.

## **5. Meetings of the TAG**

- 5.1. The TAG will meet by conference call to determine and establish the objectives and priorities for that year, unless otherwise agreed to by the Parties.
- 5.2. The TAG will meet at least once a year and more frequently based on need and consensus of the Party representatives.
- 5.3. Meeting locations and dates will be determined by the TAG on an annual basis and will be held in person. Parties other than Agnico Eagle may decide to participate by teleconference or videoconference to give Parties flexibility in participating in the meetings (if no other parties are attending in person, Agnico Eagle may also participate by teleconference or videoconference). A meeting may be held entirely by teleconference or videoconference if all Parties intending to attend a meeting agree, or if required as a result of public health restrictions.
- 5.4. The operations of the TAG, including correspondence, documentation, and meetings, will be conducted in English. On a case-by-case basis as necessary, meetings may require simultaneous translation and/or interpretation.
- 5.5. Studies, results and reports presented as part of a TAG meeting should be summarized in plain language and circulated to the Parties at least seven (7) business days in advance of the meeting. Plain language summaries will be translated in Inuktitut and circulated to the TAG as soon as they are available.
- 5.6. From time to time as determined by the TAG, the TAG may attend at site to observe operations during migration and/or other periods.

**6. Minutes of TAG Meetings**

- 6.1. Agnico Eagle will provide a summary of activities and outcomes via Final TAG Meeting Minutes, which will be submitted to NIRB via the Annual Report.
- 6.2. The Parties agree to work together to finalize TAG minutes following each TAG Meeting. Agnico Eagle will circulate draft TAG minutes to each Party that attended the TAG meeting within seven business (7) days after each TAG meeting. Parties will provide any comments on the draft TAG minutes within fourteen business (14) days of reception of the draft TAG minutes. Agnico Eagle will circulate the Final TAG Minutes by email to all Parties within fourteen business (14) days after the close of the period for comments from the Parties. Should there be a disagreement on the draft TAG Minutes, that cannot be resolved, the disagreement shall be noted in the Final TAG Minutes.

**7. Materials to Support the TAG**

- 7.1. Agnico Eagle, or other parties having materials to support the TAG, will make best efforts to provide the TAG with:
  - 7.1.1. copies of the TEMMP and associated documentation;
  - 7.1.2. copies of operational management plans associated with the Project Certificate and Type A Water License;
  - 7.1.3. copies of monitoring reports produced by Agnico Eagle relating to the TEMMP in relation to the terrestrial environment;
  - 7.1.4. copies of other reports relating to interactions between the Project and terrestrial wildlife;
  - 7.1.5. any other documentation, information or data reasonably required by the TAG relating to the interaction between the Project and terrestrial wildlife; and
  - 7.1.6. plain language summary of the material to support the TAG.
- 7.2. A summary of the work and activities of the TAG will be prepared by the member or representative of Agnico Eagle and will be included in its Annual Report provided to NIRB on the Project (**TAG Annual Report Summary**). It is acknowledged by all Parties that the Annual Report is time sensitive. If feasible, the TAG Annual Report Summary will be circulated by Agnico Eagle for comment to Parties by February 1 of each year, and TAG members will provide comments to Agnico Eagle by February 15.

**8. Cost**

- 8.1. Except as may be provided by any other agreement, each Party will be responsible for its own costs, including travel and member remuneration costs, relating to participation in the TAG. Agnico Eagle will be responsible for the costs related to the conduct of meetings such as venue costs, simultaneous translation/interpretation services, preparation of materials as required, and providing meeting notices. For greater clarity, in the event of any conflict between this provision and any agreement made under Section 8.4, 8.5 and or 8.6 below, the agreement shall prevail.
- 8.2. Government and regulatory agencies will continue to be responsible for the costs of research and regional resource management studies in accordance with legislative mandates.
- 8.3. Agnico Eagle may continue to provide in-kind and financial support for research or studies, on a case-by-case basis, and any such in-kind or financial support will be set out in an agreement directly related to the proposed research or study.
- 8.4. Agnico Eagle will provide financial support to the KIA to the extent they require support in order to participate in the TAG, as required by the Inuit Impact Benefit Agreement between Agnico Eagle and KIA with respect to the Project.
- 8.5. Agnico Eagle will and the Government of Nunavut will consider providing financial support to the Hunters and Trappers Organizations listed at Section 4.1 to the extent it requires support in order to participate in the TAG. A separate funding agreement will be developed and signed by the parties.
- 8.6. Agnico Eagle and the Government of Canada will provide financial support to Sayisi Dene First Nation and Northlands Denesuline First Nation to the extent they require support in order to participate in the TAG. A separate funding agreement will be developed and signed by the parties.

**9. Community Participation**

- 9.1. Agnico Eagle will work with the Kivalliq Inuit Association, Nunavut Tunngavik Inc., the Kangiqliniq Hunters and Trappers Organization and any other Hunters and Trappers Organizations listed in Section 4.1 that wish to be involved to make reasonable efforts to coordinate the work of the TAG with programs for Nunavut community participation and collection of IQn, IQ, TK, CK, and/or InK.
- 9.2. Agnico Eagle will work with the Kivalliq Inuit Association, Nunavut Tunngavik Inc. and Kangiqliniq Hunters and Trappers Organization and any other Hunters and Trappers Organizations listed in Section 4.1 that wish to be involved to ensure that Nunavut communities affected by the Project receive reports prepared by Agnico Eagle on the TEMMP in a timely manner and are communicated in ways meaningful and clear to Inuit.

- 9.3. Agnico Eagle will work with Sayisi Dene First Nation and Northlands Denesuline First Nation to ensure that their communities receive reports prepared by Agnico Eagle on the TEMMP in a timely manner and are communicated in ways meaningful and clear to Dene.

**10. Communication**

- 10.1. Agnico Eagle will provide timely information to the TAG to ensure that there is engagement with the TAG at the earliest opportunity when actions are considered with respect to monitoring programs and mitigation measures that will be developed or amended. At least seven (7) business days notice will be provided to the TAG prior to submission of any substantive revision of the TEMMP to the NIRB.
- 10.2. The Parties agree that communication at TAG meetings should be candid, open and collaborative. It is acknowledged that TAG meetings may include sharing and discussion of sensitive unpublished IQn, IQ, TK, CK, InK and/or Western Science evidence and other confidential information.
- 10.3. Discussions at the TAG or documentation discussed and/or exchanged through the TAG shall not be discussed with external media before the Final TAG Minutes are circulated.