



October 4, 2022

Kaviq Kaluraq  
Chairperson  
Nunavut Impact Review Board  
P.O. Box 1360  
CAMBRIDGE BAY NU X0B 0C0

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Dear Kaviq Kaluraq:

Thank you for your correspondence of September 22, 2022, regarding the Nunavut Impact Review Board's (the Board) Reconsideration Report and Recommendations (the Report) for Baffinland Iron Mines Corporation's (Baffinland) Mary River Production Increase Proposal Renewal project proposal.

The Ministers of Environment and Climate Change; Fisheries, Oceans and the Canadian Coast Guard; Natural Resources; Transport, and I have the regulatory jurisdiction to make a decision with respect to the Board's Report. As the responsible Ministers, we are required to accept, reject, or vary the recommendations contained in the Board's Report. This role is established in section 12.8.3 of the Nunavut Agreement, and set out under subsection 112(6) of the *Nunavut Planning and Project Assessment Act* (the Act).

As described in the Report, the Board has assessed the project proposal by way of a reconsideration of the Terms and Conditions of Project Certificate No. 005, conducted under section 112 of the Act. The Board has concluded that the Mary River Production Increase Proposal Renewal should be allowed to proceed, subject to revisions to Terms and Conditions 179(a) and (b) and additions to the monitoring and reporting programs applicable to the modified Mary River Project, to allow for the transportation and shipping of 6 million tonnes of ore per year along the Tote Road and through Milne Port until December 31, 2022.

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The other responsible Ministers and I have carefully considered the Board's Report and have decided to accept the Board's recommendation that the Mary River Production Increase Proposal Renewal should proceed with some variations to the Terms and Conditions, as per subparagraph 112(6)(b)(i) of the Act. In coming to this decision, we have considered the Board's conclusions that the potential significant adverse eco-systemic and socio-economic effects associated with the Mary River Production Increase Proposal Renewal can be adequately prevented, mitigated, or adaptively managed if the project proposal is conducted in accordance with: recommended revisions to Terms and Conditions 179(a) and (b) of Project Certificate No. 005; proposed improvements to the mitigation, adaptive management and monitoring programs for the project proposal; and the commitments provided by the proponent to interested parties during the reconsideration process.

In response to the Board's Report, the Qikiqtani Inuit Association wrote to me on September 26, 2022, in their capacity as a designated Inuit organization, expressing their view that additional accommodations are required to address potential adverse impacts on established Inuit rights. The correspondence provided an update on discussions between the Qikiqtani Inuit Association and Baffinland, which have resulted in mutually agreed-to commitments and proposed amendments to Project Certificate No. 005.

Prior to reaching our determination, the other responsible Ministers and I considered the addition of new or clarified formal commitments that were reached between Baffinland and the Qikiqtani Inuit Association to address specific issues of concern, including terrestrial and marine impacts—these are included below as Appendix B. To this end, it is our full expectation that Baffinland follows through on these commitments as they are an integral link to the success of the Mary River Production Increase Proposal Renewal. Further, as a mechanism to provide oversight for all commitments made on the public record regarding project operations and implementation, we have decided to add a new Term and Condition to this effect, with the details provided below.

Following additional consultation with Qikiqtani Inuit Association and Nunavut Tunngavik Incorporated regarding the proposed amendments, the other responsible Ministers and I have decided to vary Terms and Conditions 49, 77, and 183, as per subparagraph 112(6)(b)(i) of the Act, and add five new Terms and Conditions, as per subsection 112(7) of the Act, in order to adequately mitigate adverse eco-systemic and socio-economic impacts relating to: improving the functionality of the Terrestrial and Marine Environment Working Groups; criteria for the commencement and closing of the shipping season; establishing hunters' access routes; auditing dust impacts and establishing a program to identify high risk conditions for dust dispersion; and, ensuring proponent commitments are monitored and enforced.

In addition, a variation to Term and Condition 183 was warranted to update and better align the wording of the Term and Condition and its reporting requirements. The revisions also serve to support transparent communication regarding issues tracking and implementation of recommendations, to all members of the Marine Environment Working Group. The attached enclosure contains the final approved wording for amendments to Project Certificate No. 005.

In accordance with the requirements of the varied and added Terms and Conditions, the responsible Ministers request that the Board create an Appendix B to Project Certificate No. 005. This appendix is intended to serve as a comprehensive list of project commitments, including the updated commitments developed between Baffinland and the Qikiqtani Inuit Association enclosed with this letter. So, as not to delay the issuance of the amended Project Certificate, the responsible Ministers suggest that the appendix could be compiled at a later date.

The designated Inuit organizations, Inuit from impacted communities, and regulators have observed that better monitoring of compliance with project commitments would assist in improving the monitoring and adaptive management functions for the Project. To achieve this objective, the Qikiqtani Inuit Association and Baffinland have proposed the appointment of an independent third party (which the Qikiqtani Inuit Association has called “a Project Monitor”) to oversee general commitment implementation. The other responsible Ministers and I support this concept, and have therefore instructed the relevant Government of Canada officials to initiate discussions by November 30, 2022, with Baffinland, the Qikiqtani Inuit Association, and Nunavut Tunngavik Incorporated regarding the relevant role, scope, and mandate of this person or body, with the goal of installing an independent third party monitor for the Mary River Project as soon as reasonably practicable.

Given the timing constraints inherent to the project proposal, the other responsible Ministers and I urge the Board to issue the amended Project Certificate as soon as possible. We would like to suggest that the Board could forgo a Project Certificate Workshop in the current circumstances to allow Baffinland to start shipping beyond the 4.2 million tonnes-per-year shipping limit expeditiously.

Finally, the other responsible Ministers and I recognize the number of proposals submitted by Baffinland to date and are acutely aware of the capacity and resource constraints faced by Parties in order to participate in these assessments. The responsible Ministers urge Baffinland to reflect their long-term plans in any future proposal, as needed, and to consider the limitations that exist in both resources and capacity for participation, as well as the time required for the meaningful implementation of current project commitments.

For Parties' clarity, the other responsible Ministers and I wish to highlight that our decision with respect to the Mary River Production Increase Proposal Renewal is separate and distinct from the ongoing ministerial decision phase for Baffinland's Phase 2 Development Proposal (Phase 2), and should not be interpreted to presuppose a decision regarding the Phase 2 reconsideration, which will be communicated to the Board in due time.

Our acceptance of the Board's findings and reliance on the Board's identification of issues and concerns reflects the extensive work carried out by the Board, based on input from all Parties, on this key development project. In conclusion, and on behalf of my colleagues, I would like to acknowledge the efforts of the Board and its staff for effectively completing the reconsideration process in an expedited manner while meeting the objectives set out in Article 12 of the Nunavut Agreement.

Sincerely,



Hon. Daniel Vandal, P.C., M.P.

Encl.

c.c.: The Honourable Steven Guilbeault, P.C., M.P.  
The Honourable Joyce Murray, P.C., M.P.  
The Honourable Jonathan Wilkinson, P.C., M.P.  
The Honourable Omar Alghabra, P.C., M.P.  
Brian Penney

**Revised Terms and Conditions 49, 77, 179(a), 179(b) and 183; New Terms and Conditions 185, 186, 187, 188 and 189**

*Note: The responsible Ministers' revisions and additions to the Project Certificate Terms and Conditions are identified in **bold and underlined, or struck-through, red text**. The Board's revisions to the Terms and Conditions from the Report are identified in **bold and underlined, or bold, underlined and struck-through, black text**.*

<b>REVISED</b> Term and Condition No.	49
Category:	Terrestrial Wildlife and Wildlife Habitat – Terrestrial Environment Working Group
<b>REVISED</b> Responsible Parties:	The Proponent, <del>the</del> Qikiqtani Inuit Association, <del>the</del> Government of Nunavut, <del>Environment Canada, and any other agencies or interested parties as determined by the members to be appropriate</del> <b><u>Government of Canada, Hunters and Trappers Organizations of the Impacted Communities (Pond Inlet, Arctic Bay, Clyde River, Sanirajak, Igloodik).</u></b>
Project Phase:	Construction, Operations, Temporary Closure /Care and Maintenance, Closure and Post-Closure Monitoring
<b>REVISED</b> Objective:	<del>The TEWG will provide direction and guidance to the Proponent regarding: adding to baseline information during construction and before project operations commence; monitoring and reporting regarding effects occurring during operations; and providing advice regarding changes that may be required to make sure the management of negative impacts is effective and that lasting damage is prevented.</del> <b><u>The Terrestrial Environmental Working Group (TEWG) will provide advice, guidance and enforceable recommendations regarding: adding to and improving baseline information, mitigation measures for the protection of the terrestrial environment, monitoring of effects on the terrestrial environment, assessing the accuracy of impact predictions, the development and implementation of adaptive management plans, sharing of relevant Inuit Qaujimajatuqangit, scientific and/or technical knowledge and industry best practice, and, consideration of project changes that may be required to make sure the management of negative impacts is effective and that lasting damage to the terrestrial environment is prevented.</u></b>

	<p><u>The role of the TEWG is not intended to either duplicate or to affect the exercise of regulatory authority by appropriate government agencies and departments.</u></p> <p><u>The Terms of Reference (ToR) for the TEWG shall be revised to include the following requirements:</u></p> <p><u>a) That an independent chair be appointed for TEWG and that this independent Chair be responsible for scheduling and administering meetings including circulating meeting invitations, agendas and documentation.</u></p> <p><u>b) That the Working Group's decision-making process be amended to provide that it must occur on a consensus basis between all working group member parties, with all votes and decisions in writing and recorded by the chair.</u></p> <p><u>c) That the Working Group's recommendations be recognized as enforceable recommendations (i.e. will be implemented by the Proponent), with provision that the Proponent may request not to enforce the recommendation at which point the matter shall go to an independent third party (agreed upon by the Proponent, QIA, and the Government of Canada) for dispute resolution.</u></p> <p><u>d) That the Working Group will include all Responsible Parties as member parties. The Proponent may be required to facilitate the participation of Hunters and Trappers Organizations through payment of honoraria and other participation costs in accordance with the Commitment List appended at Appendix B.</u></p> <p><u>e) That Working Group materials and records of decisions become public information with the independent chair responsible for keeping and circulating minutes which shall be posted to the Baffinland website and the NIRB public registry including all meeting minutes once finalized and provided to Baffinland by the independent chair.</u></p>
<p><b>REVISED</b> Term or Condition:</p>	<p><del>The Proponent shall establish a Terrestrial Environment Working Group ("TEWG") which will act as an advisory group in connection with mitigation measures for the protection of the terrestrial environment and in connection with its Environmental Effects Monitoring Program, as it pertains to the terrestrial environment. Members may consider the draft terms of reference for the TEWG filed in the Final Hearing, but they are not bound by them. The role of the TEWG is not intended to either duplicate or to affect the exercise of regulatory authority by appropriate government agencies and departments.</del></p>

	<p><u>A Terrestrial Environment Working Group (TEWG) shall be established as an advisory oversight body, providing advice, guidance and enforceable recommendations to fulfill the intended objectives. The operation of the TEWG shall not duplicate or impede the exercise of regulatory authority of authorizing agencies or government. The TEWG shall have the following permanent members: The Proponent, the Qikiqtani Inuit Association, the Government of Nunavut, the Government of Canada, the Mittimatalik HTO, and the Hunters and Trappers Organizations of the other Impacted Communities (Arctic Bay, Clyde River, Sanirajak, Igloolik), should they wish to participate. A Terms of Reference shall be established that guides additional participation in the TEWG by observers. The TEWG shall be chaired by an independent third party as chosen by the permanent members. A revised Terms of Reference shall be presented to NIRB no later than December 15th, 2022, or at another date on consent of the Proponent, Canada, and the Qikiqtani Inuit Association.</u></p>
<p><b>REVISED</b> Reporting Requirements:</p>	<p><u>To be developed following approval of the Project by the Minister. Project monitoring reports and relevant data to be considered by the TEWG will be provided to members not less than ten (10) working days prior to a scheduled meeting, or as otherwise described in the Terms of Reference.</u></p> <p><u>Draft meeting minutes of the TEWG shall be filed by the independent chair with working group members within fifteen (15) working days following a meeting for review by TEWG working group members, or as otherwise described in the Terms of Reference.</u></p> <p><u>All final meeting minutes shall be submitted to the NIRB registry by the Proponent for circulation to NIRB's distribution list not more than thirty (30) working days following receipt from the independent chair. All final meeting minutes shall be included in the Annual Report to the NIRB.</u></p>

<b>REVISED</b> Term and Condition No.	77
Category:	Marine Environment – Working Group
<b>REVISED</b> Responsible Parties:	The Proponent, <del>Environment Canada, Fisheries and Oceans Canada, the Government of Nunavut, the Qikiqtani Inuit Association and interested parties,</del> <u>Government of Nunavut, Government of Canada, Hunters and Trappers Organizations of the Impacted Communities (Pond Inlet, Arctic Bay, Clyde River, Sanirajak, Igloolik).</u>
Project Phase:	Construction, Operations, Temporary Closure /Care and Maintenance, Closure and Post-Closure Monitoring
<b>REVISED</b> Objective:	<p><del>The MEWG will consult with, and provide advice and recommendations to the Proponent in connection with mitigation measures for the protection of the marine environment, monitoring of effects on the marine environment and the consideration of adaptive management plans. The role of the MEWG is not intended to either duplicate or to affect the exercise of regulatory authority by appropriate government agencies and departments.</del></p> <p><u>The Marine Environment Working Group (MEWG) will provide advice, guidance and enforceable recommendations regarding: adding to and improving baseline information, mitigation measures for the protection of the marine environment, monitoring of effects on the marine environment, assessing the accuracy of impact predictions, the development and implementation of adaptive management plans, sharing of relevant Inuit Qaujimajatuqangit, scientific and/or technical knowledge and industry best practice and, consideration of project changes that may be required to make sure the management of negative impacts is effective and that lasting damage to the marine environment is prevented.</u></p> <p><u>The role of the MEWG is not intended to either duplicate or to affect the exercise of regulatory authority by appropriate government agencies and departments.</u></p>



The Terms of Reference (ToR) for the MEWG shall be revised to include the following requirements:

a) That an independent chair be appointed for MEWG and that this independent Chair be responsible for scheduling and administering meetings including circulating meeting invitations, agendas and documentation.

b) That the Working Group's decision-making process be amended to provide that it must occur on a consensus basis between all working group member parties, with all votes and decisions in writing and recorded by the chair.

c) That the Working Group's recommendations be recognized as enforceable recommendations (i.e. will be implemented by the Proponent), with provision that the Proponent may request not to enforce the recommendation at which point the matter shall go to an independent third party (agreed upon by the Proponent, QIA, and the Government of Canada) for dispute resolution.

d) That the Working Group will include all Responsible Parties as member parties, should they wish to participate. The Proponent may be required to facilitate the participation of Hunters and Trappers Organizations through payment of honoraria and other participation costs in accordance with the Commitment List appended at Appendix B.

e) That Working Group materials and records of decisions become public information with the independent chair responsible for keeping and circulating minutes which shall be posted to the Baffinland website including all meeting minutes once finalized and provided to Baffinland by the independent chair.

<p><b>REVISED</b> Term or Condition:</p>	<p><del>A Marine Environment Working Group ("MEWG") shall be established to serve as an advisory group in connection with mitigation measures for the protection of the marine environment, and in connection with the Project Environmental Effects Monitoring program, as it pertains to the marine environment. Membership on the MEWG will include the Proponent, Environment Canada, Fisheries and Oceans Canada, Parks Canada, the Government of Nunavut, the Qikiqtani Inuit Association, the Mittimatilik Hunters and Trappers Organization, and other agencies or interested parties as determined to be appropriate by these key members. Makivik Corporation shall also be entitled to membership on the MEWG at its election. The MEWG members may consider the draft terms of reference for the MEWG filed in the Final Hearing, but they are not bound by them.</del></p> <p><u><b>A Marine Environment Working Group (MEWG) shall be established as an advisory oversight body providing advice, guidance and enforceable recommendations to fulfill the intended objectives. The operation of the MEWG shall not duplicate or impede the exercise of regulatory authority of authorizing agencies or government. The MEWG shall have the following permanent members: The Proponent, the Qikiqtani Inuit Association, the Government of Nunavut, the Government of Canada, the Mittimatilik HTO, and the Hunters and Trappers Organizations of the other Impacted Communities (Arctic Bay, Clyde River, Sanirajak, Igloolik), should they wish to participate. Makivik Corporation shall also be entitled to membership on the MEWG at its election.</b></u></p> <p><u><b>A Terms of Reference shall be established that guides the participation of observers. The MEWG shall be chaired by an independent third party as chosen by the permanent members. A revised Terms of Reference shall be presented to NIRB no later than December 15th, 2022, or at another date on consent of the Proponent, Canada, and the Qikiqtani Inuit Association.</b></u></p>
<p><b>REVISED</b> Reporting Requirements:</p>	<p><del>To be developed following approval of the Project by the Minister.</del> <u><b>Project monitoring reports and relevant data to be considered by the MEWG will be provided to members not less ten (10) working</b></u></p>

	<p><u>days prior to a scheduled meeting, or as otherwise described in the Terms of Reference.</u></p> <p><u>Draft meeting minutes of the MEWG shall be filed by the independent chair with working group members within fifteen (15) working days following a meeting for review by MEWG working group members, or as otherwise described in the Terms of Reference.</u></p> <p><u>All final meeting minutes shall be submitted to the NIRB registry by the Proponent for circulation to NIRB's distribution list not more than thirty (30) working days following receipt from the independent chair. All final meeting minutes shall be included in the Annual Report to the NIRB.</u></p>
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<b>REVISED</b> Term and Condition No.	179(a)
Category:	Operational Variability/Flexibility
Responsible Parties:	The Proponent
Project Phase:	Operations
Objective:	To ensure that there are appropriate limits on the Milne Inlet marine shipping component in order to limit and manage likely project effects, while balancing the need for operational flexibility.
<b>REVISED</b> Term or Condition:	Until December 31, 20 <del>21</del> <u>22</u> , the total volume of ore shipped via Milne Inlet may exceed 4.2 million tonnes per year, but must not exceed 6.0 million tonnes in any calendar year. After December 31, 20 <del>21</del> <u>22</u> , the maximum total volume of ore shipped via Milne Inlet in a calendar year returns to 4.2 million tonnes per year, unless this condition has been further modified under section 112 of <i>Nunavut Planning and Project Assessment Act</i> , S.C. 2013, c. 14, s. 2.
Reporting Requirements:	For each year after the Proponent commences shipping ore via Milne Inlet under the Early Revenue Phase Proposal, the Proponent shall include in the Annual Report to the NIRB, a summary of the total amount of ore shipped via Milne Inlet for the previous calendar year.

<b>REVISED</b> Term and Condition No.	179(b)
Category:	Operational Variability/Flexibility
Responsible Parties:	The Proponent
Project Phase:	Operations
Objective:	To ensure that there are appropriate limits on the Milne Inlet Tote Road land transportation component in order to limit and manage likely project effects, while balancing the need for operational flexibility.
<b>REVISED</b> Term or Condition:	Until December 31, 20 <del>21</del> <b>22</b> , the total volume of ore transported by truck on the Milne Inlet Tote Road may exceed 4.2 million tonnes per year, but must not exceed 6.0 million tonnes in any calendar year. After December 31, 20 <del>21</del> <b>22</b> , the maximum total volume of ore transported by truck on the Milne Inlet Tote Road in a calendar year returns to 4.2 million tonnes per year, unless this condition has been further modified under section 112 of <i>Nunavut Planning and Project Assessment Act</i> , S.C. 2013, c. 14, s. 2.
Reporting Requirements:	For each year after the Proponent commences transportation of ore via the Tote Road under the Early Revenue Phase Proposal, the Proponent shall include in the Annual Report to the NIRB, a summary of the total amount of ore shipped via the Tote Road for the previous calendar year.

<b>REVISED</b> Term and Condition No.	183
Category:	Project monitoring of impacts to marine mammals
Responsible Parties:	The Proponent, members of Marine Environment Working Group, <b><u>Fisheries and Oceans Canada</u></b>
Project Phase:	Construction, Operations, Temporary Closure/Care and Maintenance, Closure and Post-Closure Monitoring
Objective:	To address concerns associated with the potential for impacts to marine mammals, and compliance and enforcement of terms and conditions in Project Certificate No. 005 relating to ship-based observer programs, noise exposure assessments, and the identification of other mitigation measures that have the potential to further reduce potential impacts to marine mammals.
<b>REVISED</b> Term or Condition:	<p>The Proponent shall collaborate with the Marine Environmental Working Group (MEWG) to develop impact avoidance or mitigation strategies for the protection of the marine environment, and shall implement these strategies.</p> <p>The Proponent shall implement any direction from the Department of Fisheries and Oceans (DFO), issued in furtherance of their mandate, for any avoidance or mitigation measures, including cessation of any activity, for the protection of the marine environment.</p> <p>The Proponent shall, every six months, provide to DFO <b><u>and the MEWG</u></b> a tracking table <b><u>and a plain language summary</u></b> of (i) collective recommendation of the other members of the working group, and (ii) any directions from DFO. For each, the table must show the Proponent's means of implementation. Where any direction or recommendations are not fully implemented, the Proponent shall include the rationale.</p>

<p><b>REVISED</b> Reporting Requirements:</p>	<p>Results of the observer program shall be provided in the Annual Report to the Board. Further, Baffinland shall report annually all data it generates from the implementation of monitoring of marine impacts it is required to implement pursuant to the Terms and Conditions of the Project Certificate.</p> <p><del><b><u>In relation to the specific reporting associated with the Extension Request to the Production Increase Proposal,</u></b></del> Baffinland shall provide the tracking table referenced above to Fisheries and Oceans Canada and the other members of the Marine Environment Working Group within six months following the NIRB's issuance of Amendment <b><u>003 004</u></b> to the Project Certificate and shall provide subsequent updates to the table every 6 months thereafter.</p>
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<b><u>NEW</u></b> Term and Condition No.	<b><u>185</u></b>
Category:	<b><u>General</u></b>
Responsible Parties:	<b><u>The Proponent, Nunavut Impact Review Board, Qikiqtani Inuit Association, Mittimatalik HTO, Hamlet of Pond Inlet</u></b>
Project Phase:	<b><u>Construction, Operations, Temporary Closure / Care and Maintenance, Closure and Post-Closure Monitoring</u></b>
Objective:	<b><u>To provide certainty and predictable timelines for shipping for the project, and to better define criteria for the commencement and closing of the shipping season. Certainty and predictability will increase safety for traditional use of sea ice, and mitigate impacts to marine wildlife.</u></b>
Term or Condition:	<p><b><u>All project related shipping associated with the Northern Shipping route shall observe the following conditions, subject to the variances and/or exceptions below:</u></b></p> <p><b><u>a) The Proponent must avoid breaking landfast ice at all times during the shipping season.</u></b></p> <p><b><u>b) The Proponent shall confirm a continuous path of 3/10th ice concentrations along the Northern Shipping route is available prior to commencement of the shipping season.</u></b></p> <p><b><u>c) The Proponent is required to plan for and cease all shipping from Milne Port by October 31.</u></b></p> <p><b><u>The Proponent may proceed with a variance to condition (b) above, or under exceptional circumstances that may occur from time to time seek an exception to condition (c).</u></b></p>



Variances and exceptional circumstances require the direct engagement of Qikiqtani Inuit Association (QIA), as well as the written confirmations obtained from the Hamlet of Pond Inlet, the Mittimatalik HTO (MHTO) and QIA as described below. Examples of a variance may include: sea ice coverage changing from 3/10th or less to greater than 3/10th due to changes in environmental conditions such as wind, or a generally later forecast for ice break up.

Exceptional circumstances include events that are unforeseen and occur outside of Baffinland's control but will not include contingencies that the Proponent should reasonably have planned for. Examples of unforeseen events may include: a breakdown in loading equipment, weather disruptions to shipping schedules, or a later than expected ice break up past July 15.

In the event a need for variance or an exceptional circumstance arises, the Proponent is required to provide a detailed written description to the NIRB, QIA, Hamlet of Pond Inlet and MHTO clearly demonstrating how it will meet each of the following criteria before continuing with operations:

(i) a description of the rationale for variation or exceptional circumstances and anticipated duration of the extended shipping season;

(ii) a description as to whether the anticipated ice conditions during the shipping period are consistent with Appendix B commitments and the Shipping and Marine Wildlife Management Plan;

(iii) a description confirming that shipping will proceed in full compliance with all Project Certificate terms and conditions and Appendix B commitments (including but not limited to the 6 mtpa

	<p><u>limits described in Terms and Conditions 179(a) and (b) and the requirement not to break landfast ice);</u></p> <p><u>(iv) a description of any additional mitigation or monitoring efforts being undertaken as a result of the variation or exceptional circumstance;</u></p> <p><u>(v) a description of how the Proponent has made best efforts to meet with the Hamlet, MHTO and the QIA to discuss and consider the variation or exceptional circumstance;</u></p> <p><u>(vi) copies of all public communications relating to the variation or exceptional circumstance;</u></p> <p><u>(vii) written confirmation (or evidence of verbal confirmation) from the Hamlet and the MHTO that sea ice overlapping the shipping route is not being used for travel or harvesting by harvesters or community members, and that the proposed shipping activity will not result in additional safety risks to hunters or the community that cannot be mitigated, for instance, by transiting through a path of less consolidated ice in Eclipse Sound and Milne Inlet</u></p> <p><u>The Qikiqtani Inuit Association, Hamlet of Pond Inlet and Mittimatalik HTO agree to review and respond to requests of the Proponent within a reasonable timeframe that will not unduly delay shipping activities. The Proponent is required to review and respond to items raised by QIA, Hamlet of Pond Inlet and MHTO including requested changes to monitoring, mitigation and compensation associated with the variance or exceptional circumstance. All determinations related to variances and exceptional circumstances will be communicated to NIRB.</u></p>
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	<u><b>For greater clarity, this condition applies to all ships supporting the Mary River Project including ore carriers and supply ships.</b></u>
Reporting Requirements:	<u><b>Proponent to report annually on commencement and closing of shipping season. Proponent will include conditions leading to decisions to commence and cease shipping for the year.</b></u>

<b><i>NEW</i></b> Term and Condition No.	<b><u>186</u></b>
Category:	<b><u>Terrestrial Environment – Hunters’ Access Route(s)</u></b>
Responsible Parties:	<b><u>The Proponent, Qikiqtani Inuit Association, Mittimatalik Hunters and Trappers Organization (MHTO)</u></b>
Project Phase:	<b><u>Construction, Operations, Temporary Closure /Care and Maintenance, Closure and Post-Closure Monitoring</u></b>
Objective:	<b><u>To establish a safe access route for hunters to travel within the project area thereby reducing the shared use of the Milne Inlet Tote Road.</u></b>
Term or Condition:	<b><u>The proponent is required to construct and maintain hunters access route(s) in and around the Milne Inlet tote road. The specific location of hunters’ access route(s) shall be confirmed based upon input from the Mittimatalik Hunters and Trappers Organization and the Qikiqtani Inuit Association. The responsible parties shall also develop and jointly approve an Access Route Operations and Maintenance Procedure and/or Plan.</u></b>
Reporting Requirements:	<b><u>All hunters’ access route(s) developed under this section and a summary of related engagement activities are to be reported in the proponent’s annual monitoring report.</u></b>

<b><i>NEW</i></b> Term and Condition No.	<b><u>187</u></b>
Category:	<b><u>Terrestrial Environment – Dust Audit</u></b>
Responsible Parties:	<b><u>The Proponent, Qikiqtani Inuit Association, Government of Nunavut, Government of Canada, Hamlets and Hunters and Trappers Organizations of the Impacted Communities (Pond Inlet, Arctic Bay, Clyde River, Sanirajak, Igloolik)</u></b>
Project Phase:	<b><u>Construction, Operations, Temporary Closure /Care and Maintenance, Closure and Post-Closure Monitoring</u></b>
Objective:	<b><u>To consistently assess and monitor impacts of dust from project activities for the purpose of assessing the efficacy of project mitigation measures and to examine alternative mitigation and management options.</u></b>
Term or Condition:	<b><u>The Proponent is required to resource an annual audit of dust impacts and mitigations associated with project activities to be completed by a third party acceptable to the responsible parties. The dust audit shall evaluate effectiveness of current measures and if necessary, contain recommendations and options to reduce the spread and impacts of dust from project activities.</u></b>
Reporting Requirements:	<b><u>Each year a dust audit shall be completed and shared with NIRB by the Proponent not later than January 31st.</u></b>

<b><u>NEW</u></b> Term and Condition No.	<b><u>188</u></b>
Category:	<b><u>Terrestrial Environment – High Risk Conditions for Dust Dispersion</u></b>
Responsible Parties:	<b><u>The Proponent, Qikiqtani Inuit Association, Government of Nunavut, Government of Canada, Hamlets and Hunters and Trappers Organizations of the Impacted Communities (Pond Inlet, Arctic Bay, Clyde River, Sanirajak, Igloolik)</u></b>
Project Phase:	<b><u>Construction, Operations, Temporary Closure /Care and Maintenance, Closure and Post-Closure Monitoring</u></b>
Objective:	<b><u>To establish a program to identify high risk conditions for dust dispersal, and a plan for additional measures to be taken at the times the conditions are present, which may include the use of additional dust suppression and operational staged decreases in dust generating site activities. Baffinland, working with the TEWG will establish site specific thresholds for conditions that may increase dust dispersion (i.e., wind speed), and corresponding mitigations to implement when thresholds are met.</u></b>
Term or Condition:	<b><u>The Proponent working with the TEWG is required to develop a program for identification of conditions with high risk for dust dispersal and plan for additional mitigation measures that shall be applied at the times the conditions are present. The program shall also include the use of dust suppressants.</u></b>
Reporting Requirements:	<b><u>The program shall be developed and implemented with the advice of the TEWG not later than December 31, 2022 with annual reports on implementation and any modifications to this plan presented through annual reporting.</u></b>

<b><u>NEW</u></b> Term and Condition No.	<b><u>189</u></b>
Category:	<b><u>General</u></b>
Responsible Parties:	<b><u>The Proponent, Qikiqtani Inuit Association</u></b>
Project Phase:	<b><u>Construction, Operations, Temporary Closure /Care and Maintenance, Closure and Post-Closure Monitoring</u></b>
Objective:	<b><u>There is a need to ensure that Proponent commitments which are made on the public record but not recorded in Project Certificate Terms and Conditions are carried out as agreed to. An interim Project Monitor, appointed on agreement of the Responsible Parties, will review and report on a bi-annual (twice yearly) basis regarding the Proponent's performance of Project Certificate Terms and Conditions and the Proponent commitments listed in Appendix B to this Project Certificate 005.</u></b>
Term or Condition:	<b><u>The Proponent is to carry out all commitments listed in Appendix B to this Project Certificate 005. Performance of these commitments will be evaluated by an interim Project Monitor appointed on agreement of the Responsible Parties. Where the Proponent has not carried out a commitment the Proponent is required to provide a detailed written description to the NIRB, clearly explaining why they were unable to carry out the condition and how it will meet the condition going forward.</u></b>
Reporting Requirements:	<b><u>Reports including the findings of the interim Project Monitor shall be provided to NIRB no later than March 31<sup>st</sup> and September 30<sup>th</sup> of each calendar year.</u></b>

## APPENDIX B

<b>BAFFINLAND COMMITMENTS TO QIKIQTANI INUIT ASSOCIATION (QIA)</b>	
<b>QIA ID</b>	<b>Baffinland Commitments to QIA</b>
1	Baffinland agrees to pay \$1,000,000 (2020 CAD) to MHTO by October 15, 2022.
2	Baffinland and QIA agree to pursue this item independent of the 2022 PIP application.  <u>Original QIA Proposal (not agreed to date by Baffinland):</u> That Baffinland pay \$1,000,000 to MHTO for 2022, to offset 2022 impacts on harvesting.
3	Baffinland agrees to pay \$1,858,500 (2022 CAD) to QIA for engineering and planning costs for Pond Inlet Regional Training Centre by November 15 <sup>th</sup> , 2022.
4	Baffinland agrees to pay \$10,000,000 (2018 CAD) for the Pond Inlet Training Centre to be paid as follows prior to inflation adjustment: October 15, 2022 - \$1,500,000; November 15, 2022 - \$1,500,000; December 15, 2022 - \$2,000,000; January 15, 2023 - \$1,500,000; February 15, 2023 - \$1,500,000; and March 15, 2023 - \$2,000,000.  All payments shall be adjusted to 2022 CAD.
5	Baffinland agrees the NIRB Project Certificate 005 Terms and Condition 49 (Terrestrial Working Groups) and 77 (Marine Working Groups) should be amended according to the wording shared with the Minister of Northern Affairs on September 26, 2022.
6	Baffinland agrees the NIRB Project Certificate 005 Terms and Condition shall be amended to include a new Term and Condition for an independent Project Monitor according to the wording shared with the Minister of Northern Affairs on September 26, 2022.
7	QIA and Baffinland jointly develop and approve, by April 2024, the adaptive management elements for monitoring programs and Inuit Objectives, Indicators, Thresholds and Responses for the Adaptive Management Plan related to narwhal, seal, Arctic char, caribou, dust and culture, resource and land use.
8	Baffinland will support and fund the establishment of the Inuit Stewardship Plan (ISP). Funding will commence November 1, 2022 and will continue until the completion of the ISP, estimated to occur together with approval of the AMP in April 2024. Baffinland will fund QIA's work to develop the ISP through Monthly Payments which shall commence on November 1, 2022.



	<p>QIA will provide the “ISP Workplan” (including a description of the work completed to date and intended inclusion of assessments/studies from QIA-07, QIA-08, QIA-09, QIA-11, QIA-12, QIA-13, QIA-17, QIA-21B, QIA-21F and QIA-23) by October 15, 2022.</p> <p>QIA agrees to consider payments received by Baffinland for Inuit Certainty Agreement (ICA) implementation received to date as partial payment towards this commitment according to a payment reconciliation completed by QIA not later than October 15, 2022, to determine the outstanding ICA payment amount currently available (the “ICA Implementation Payment Amount”). Completion of the payment reconciliation will ensure Baffinland is prepared in advance to provide funding over and above the ICA Implementation Payment Amount, should that be required.</p> <p>Baffinland will be entitled to reduce Monthly Payments against the amount of the outstanding ICA Implementation Payment Amount, provided the outstanding ICA Implementation Payments are not required for other agreed upon purposes.</p> <p>QIA will provide Quarterly Reports describing activities undertaken, updates to work plans, and, a summary of actual expenses relative to Monthly Payments received.</p> <p>Baffinland will be entitled to reduce future Monthly Payments according to any unspent Monthly Payments as summarized in QIA Quarterly Reports.</p>
9	Baffinland will resource QIA’s development of Culture, Resource Land Use, the Pond Inlet Country Food Baseline, and Inuit Stewardship Plan according to the “ISP Work Plan” and “Monthly Payments”.
10	<p>Baffinland and QIA agree to pursue this item independent of the 2022 PIP application.</p> <p><u>Original QIA Proposal (not agreed to date by Baffinland):</u> That Baffinland agrees that a further reconsideration is required for any further expansions to or amendments of the Project to address the ongoing uncertainty regarding the accuracy of original effects assessment and the incomplete adaptive management plans and process.</p>
11	Baffinland to provide, by December 31, 2022, a timeline and plan for development of monitoring and AMP plans.
12	Baffinland to provide data on which indicators within the draft adaptive management plans have been triggered within the low, medium, and high response levels.

13	<p>With 30 days of completion, Baffinland will provide NIRB with:</p> <ul style="list-style-type: none"> <li>a. Pond Inlet Country Food Baseline Study, verified by QIA and Pond Inlet;</li> <li>b. Culture, Resource Land Use (CRLU) Assessment verified by QIA and the Project-affected communities;</li> </ul> <p>Furthermore, Baffinland agrees that when submitting these reports to NIRB Baffinland will also provide an “Action Plan” detailing the monitoring, mitigation(s) and accommodation(s) of impacts on CRLU.</p>
14	Baffinland agrees the NIRB Project Certificate 005 Terms and Condition shall be amended to include a new Term and Condition for shipping and icebreaking according to the wording shared with the Minister of Northern Affairs on September 26, 2022.
15	<p>Baffinland agrees to provide scenario planning exercises to better quantify the costs/benefits of ship convoys.</p> <p>Baffinland agrees to conduct a study to determine if the simple seasonal average observer data from Bruce Head and the Leg 2 surveys correlates with the photo estimates for all the years to assess whether these metrics could provide an EWI for the year’s results that would be applied in future to increase or decrease shipping at the end of summer.</p> <p>Baffinland agrees to resource Inuit-led monitoring, updated Early Warning Indicator, Inuit Objectives, Thresholds, Responses consistent with Condition No. 8.</p> <p>Baffinland agrees to conduct a sampling program to assess cortisol levels in narwhal and morphometric measurements. This would be a systematic program working with harvesters to gather samples, and observations on what they are experiencing and comparing to previous years.</p>
16	Baffinland agrees to work with QIA to develop, by November 1st, 2022, specific technical plans for 2022 for Early Warning Indicators for narwhal. It is recognized that Inuit Objectives, Thresholds, Responses may be developed at a later point in time through the development of the Inuit Stewardship Plan.
17	Baffinland agrees to resource QIA to establish an Inuit-led monitoring program on dustfall as an Inuit Stewardship Pilot program to establish the mechanisms needed to allow Inuit observations to influence mitigation measures and test appropriate Adaptive Management Plan structures, which are demonstrably responsive to Inuit Objectives Indicators Thresholds and Responses, with the budget and work plan agreed upon by Baffinland and QIA consistent with Condition No. 8.
18	<p>Refer to QIA ID-18A to 18C.</p> <p>Also, Baffinland agrees the NIRB Project Certificate 005 Terms and Condition shall be amended to include a new Term and Condition for Dust High Risk Days according to the wording shared with the Minister of Northern Affairs on September 26, 2022.</p>

18A (Dust)	Baffinland and the TEWG will establish site specific thresholds for conditions that may increase dust dispersion (i.e., wind speed), and corresponding mitigations to implement on days where thresholds are met, which may include, but not limited to, the use of additional dust suppression and operational staged decreased in dust generating site activities.
18B (Dust)	
18C (Dust)	Baffinland will integrate the identified thresholds and response actions into the Air Quality and Noise Abatement Management Plan.
18C (Dust)	The role of the TEWG is subject to further agreement on revisions to NIRB Project Certificate Terms and Conditions and amendments to the TEWG Terms of Reference.
19	Refer to QIA ID-19A to 19C.
19A (Dust)	<p>Baffinland will refine the application rates of Dustblokr in accordance with manufacturer's instructions and continue ongoing communications with the manufacturer to verify application procedures align with reliable dust suppression performance.</p> <p>Baffinland will provide the QIA with a summary of modifications to the application of Dustblokr in 2022, including any relevant advice from the manufacturer, by September 30, 2022.</p>
19B (Dust)	Baffinland to seek confirmation from regulators as to whether a buffer is required for safe application of dust suppressants along the Tote Road to avoid contamination of surface waters on either side of water crossings and in ditches along the Tote Road.
19C (Dust)	Baffinland will report bi-annually (i.e. two times a year) on the effectiveness of the DustBlok product for the summer and winter months. Data is collected monthly and results received within 30-45 days upon shipment off site for analysis so reporting over a two month freshet period is not feasible.
20	Refer to QIA ID-20A to 20F.
20A (Dust)	<p>Baffinland will provide additional confirmation regarding chutes on the ship loader extending into vessel cargo holds and consider minimizing drop distances at the Mine Site.</p> <p>Minimizing drop distances for stockpiling activities will be a standing topic of discussion at TEWG and MEWG meetings whereby Baffinland shall be required to continuously explore additional mitigations related to ore handling and drop distances, in addition to minimized drop distances already confirmed at the Milne Port stockpiles.</p> <p>Baffinland is also required to describe mitigation measures which could be made to operations and ore transferring/handling under a possible future expanded project (e.g., what could be accomplished in a 2023+ project).</p>

20B (Dust)	Baffinland will minimize drop distances (i.e., using adjustable stackers) for stockpiling and other relevant ore handling activities and provide confirmation of any adjustments in subsequent annual reports.
20C (Dust)	Baffinland will provide updates on the feasibility and installation of wind fencing at Milne Port at each terrestrial Environment Working Group meeting until the initiative is complete. Baffinland anticipates on circulating the feasibility study no later than December 31, 2022, and (assuming feasibility evaluation is positive) the subsequent installation of the wind fencing to commence as soon as materials are received on the 2023 sealift. Recognizing the installation of wind fencing in the high Arctic is a novel approach to dust management, and the logistical challenges in procuring and delivering all required materials, Baffinland commits to best efforts to achieve the dates provided in this commitment, however, should unforeseen challenges arise that are outside of Baffinland's control, Baffinland will immediately engage the QIA in the development of a contingency plan.
20D (Dust)	
20E (Dust)	Baffinland will define what other operational practice improvements will be made to minimize dust from Milne Port once the draft Dust Audit Report is received, and clarify how those measures will be implemented. Changes requiring additional infrastructure or materials should be implemented without delay after receiving the materials on the 2023 sealift, and within and within a reasonable timeframe given the final scope of required work.  Baffinland will communicate resulting anticipated construction timelines to QIA once confirmed. Operational changes should be implemented immediately.
20F (Dust)	
21	Refer to QIA ID-21A to 21K.
21A (Dust)	Baffinland will complete updated dustfall isopleth modelling with considerations for local topography on wind patterns.
21B (Dust)	Baffinland to resource annual snowpack sampling and monitoring through the Inuit led dust monitoring program (see related commitment in the global list related to Inuit led monitoring).  Note – Baffinland accepts a funding role but wants to ensure it does not duplicate efforts already agreed to in relation to the Inuit led dust monitoring program.
21C (Dust)	Baffinland and QIA agree to meet prior to October 31, 2022, unless otherwise agreed, to hold a dust focused meeting with the objective of establishing a reasonable path forward that satisfies this condition.  Until QIA and Baffinland have confirmed commitments for Baffinland to resource and QIA to execute expanded community monitoring programs for dust the responsibility for sampling all sites of community concern shall remain with Baffinland with the expectation this program will continue in 2023.
21D (Dust)	Baffinland and QIA agree to meet prior to October 31, 2022, unless otherwise agreed, to hold a dust focused meeting with the objective of establishing a reasonable path forward that satisfies this condition.

	<p>Baffinland will circulate an action plan to complete the comparison of seasonally monitored sites against FEIS predictions with the Terrestrial Environment Working Group prior to the next meeting. Baffinland will complete this work by March 1, 2023.</p> <p>Note – the revised timing is to permit time for BIM to receive the full annual data set (which does not occur until the end of January), in order to inform the requested work product.</p>
21E (Dust)	Baffinland and QIA agree to meet prior to October 31, 2022, unless otherwise agreed, to hold a dust focused meeting with the objective of establishing a reasonable path forward that satisfies this condition.
21F (Dust)	Baffinland will support the development of a snow quality metric, integrating traditional knowledge, as part of the development of Inuit OITR's related to dust from QIA Term 7.
21G (Dust)	Baffinland and QIA agree to meet prior to October 31, 2022, unless otherwise agreed, to hold a dust focused meeting with the objective of establishing a reasonable path forward that satisfies this condition.
21H (Dust)	Baffinland will expand satellite imagery analysis beyond 20km.
21I (Dust)	Baffinland will complete updated dustfall isopleth modelling with considerations for local topography on wind patterns.
21J (Dust)	<p>Baffinland and QIA agree to meet prior to October 31, 2022, unless otherwise agreed, to hold a dust focused meeting with the objective of establishing a reasonable path forward that satisfies this condition.</p> <p>Within 30 days of QIA providing additional details on their expectations regarding the requested desktop study, Baffinland will circulate an action plan to complete the study with Terrestrial Environment Working Group prior to the next meeting. Baffinland will include an anticipated completion date at that time.</p> <p>Note – Baffinland is still unclear on some aspects of this proposal, for example, is the focus on areas where dustfall may accumulate, or areas that are more sensitive to dustfall? We've also highlighted additional research may be required, which may not be amenable to the timeframes requested of QIA to complete the work. Once additional details are provided we will be in a better position to provide an action plan and a timeframe to complete the work.</p>
21K (Dust)	<p>Baffinland and the TEWG will establish site specific thresholds for conditions that may increase dust dispersion (i.e., wind speed), and corresponding mitigations to implement on days where thresholds are met, which may include, but not limited to, the use of additional dust suppression and operational staged decreased in dust generating site activities.</p> <p>Baffinland will integrate the identified thresholds and response actions into the Air Quality and Noise Abatement Management Plan.</p>
22	Refer to QIA ID-22A to 22K.

22A (Dust)	<p>Baffinland will include dust fall monitoring station locations within the scope of the annual dust audit, to be required under a new term and condition as agreed to between Baffinland and QIA.</p> <p>Note – Baffinland can confirm that our terrestrial, freshwater and atmospheric monitoring programs are robust and capture effects that occur within a 5km radius of the Project. It should also be noted that modifying sampling locations will impact ability to complete year over year comparison or trending and should only be reserved for extenuating circumstances.</p>
22B (Dust)	Baffinland will review and confirm alignment of dustfall monitoring with existing vegetation monitoring programs.
22C (Dust)	<p>Baffinland will work with NRCan on a pilot program to install and test their passive vertical monitors at the Mary River Project.</p> <p>Note – Baffinland and NrCan have already initiated planning for the installation of NrCan owned dust monitors at Mary River. Inuit will be involved in location selection. QIA will be consulted on this program bilaterally and as a member of the Terrestrial Environment Working Group.</p>
22D (Dust)	Baffinland will implement continuous monitoring of dustfall at PDA boundaries.
22E (Dust)	Baffinland and QIA agree to meet prior to October 31, 2022, unless otherwise agreed, to hold a dust focused meeting with the objective of establishing a reasonable path forward that satisfies this condition.
22F (Dust)	Baffinland will implement other recommendations for dust monitoring improvements contained within the final Dust Audit Report.
22G (Dust)	Baffinland will reflect all necessary adjustment in the Air Quality and Noise Abatement Management Plan.
22H (Dust)	Baffinland will review dust controls at all locations where ore is moving or being handled at the mine and port sites for the purpose of determining if additional controls are required.
22I (Dust)	<p>Baffinland and the TEWG will establish site specific thresholds for conditions that may increase dust dispersion (i.e., wind speed), and corresponding mitigations to implement on days where thresholds are met, which may include, but not limited to, the use of additional dust suppression and operational staged decreased in dust generating site activities.</p> <p>Baffinland will integrate the identified thresholds and response actions into the Air Quality and Noise Abatement Management Plan.</p>
22J (Dust)	Agreed, Baffinland commits to explore the feasibility/potential effectiveness of a remote sensing monitoring program for the requested purpose and from the requested perspective. Baffinland will provide the outcome of this exploration to the TEWG once available for discussion at the next planned meeting.
22K (Dust)	QIA and Baffinland mutually seek amendments to PC Conditions 49 and 77 to reflect the agreement that Baffinland commits to acting on recommendations of the MEWG and TEWG.

	The MEWG and TEWG will retain dust as a standing agenda item going forward.
23	<p>Baffinland will support and fund a study of North Baffin caribou based on Inuit Qaujimjatuqangit, to be led by the QIA in conjunction with HTOs. This work will be used to identify areas within the vicinity of the Project that are highly sensitive to caribou and to gather data to support the re-estimation of the Zone of Influence around the Project. Once complete, Baffinland and the QIA will re-estimate the Zone of Influence for caribou with input from the TEWG, and determine appropriate mitigation measures to apply in designated Project Protection Zones, including requirements for the suspension of blasting, helicopter overflights, road traffic, and measures to reduce dustfall. Baffinland agrees to implement the revised Caribou Protection Measures upon agreement of the location of Project Protection Zones and the mitigation measures that will apply in these zones. Baffinland also agrees to additional interim measures which shall be developed and will apply until replaced by revised measures as informed by the IQ collection referenced above.</p> <p>Until Project Protection Zones are confirmed through the process identified above, Baffinland agrees to implement additional mitigation measures within interim Project Protection Zones, to be delineated and agreed by Baffinland and QIA (with input from the TEWG) based on existing IQ, western science, historical data, and project monitoring to date. The parties agree development of interim Project Zones shall occur by April 30<sup>th</sup>, 2023 or a date otherwise agreed upon by the TEWG.</p> <ul style="list-style-type: none"> <li>a) Blasting restrictions within a specified distance to caribou calving and post-calving habitat during the caribou calving period and immediately post-calving, when caribou are present. This restriction should not apply in a manner that prevents essential mining activities at Deposit No. 1 from occurring within the Mary River Mine Site Project Development Area;</li> <li>b) Helicopter operation restrictions within a specified horizontal and/or vertical distance to calving and post-calving habitat during the caribou calving period and immediately post-calving, together with heightened measures that will apply when caribou are present. This restriction should not apply in a manner that fetters environmental monitoring and research, unless caribou are present and associated mitigation measures dictate otherwise;</li> <li>c) Revisions to the Caribou Decision Tree, which is used to manage traffic along the Tote Road in the presence of caribou based on their proximity to the road and behaviour (i.e. stationary feeding, moving towards/away from the road). These revisions will include application of a modified Caribou Decision Tree to include decision trees to inform blasting and helicopter operations.</li> </ul> <p>Given concerns about current avoidance of the Project area by caribou, Baffinland agrees to work with the TEWG to identify the additional details required to implement the mitigations outlined in bullets a, b and c. For greater</p>

	<p>clarity, activities carried out to respond to or address urgent matters of health and safety are exempted from the above described interim measures.</p> <p>Baffinland and QIA further agree that the work to advance these interim measures shall be initiated immediately upon approval of the 2022 PIP, and that they be developed and put in place not later than April 30<sup>th</sup>, 2023 (i.e prior to the next calving season). If warranted, additional mitigation measures, including avoidance of disturbance during other sensitive periods and restrictions to hauling along the Tote Road during caribou migration, will be determined in collaboration with the MHTO and TEWG as informed by development of the ISP.</p> <p>Baffinland will resource QIA work associated with this commitment through its funding of the Inuit Stewardship Plan (see QIA-08).</p>
24	Refer to QIA ID-24A to 24C.
24A (Dust)	Baffinland commits to additional monitoring at representative streams that lead into Phillips Creek along the Tote Road. Baffinland will develop a draft methodology for this additional monitoring by December 31, 2022 for review by QIA and subsequent implementation of the agreed upon program during the 2023 open water season.
24B (Dust)	<p>See Response to QIA ID-24A</p> <p>Additional commitments related to this technical comment include:</p> <p>Baffinland commits to adding additional parameters to its current Tote Road Monitoring Program for two years to understand if this is a potential concern at the Project. This will be implemented in consultation with QIA.</p> <p>Baffinland will connect with relevant academics, such as the University of Saskatchewan, to gain further insight into this monitoring.</p>
24C (Dust)	<p>Baffinland will update the next revision of the AEMP to include this commitment:</p> <p>any exceedance of the 0.54 mm moderate risk level will trigger additional study to validate the thresholds relative to impacts on arctic char eggs. A low risk threshold of 0.15 mm will also be applied that will trigger corresponding low risk response actions.</p> <p>This commitment will be implemented immediately under the current operation.</p>
25	Baffinland agrees the NIRB Project Certificate 005 Terms and Condition shall be amended to include a new Term and Condition for Hunters' Access Route(s) according to the wording shared with the Minister of Northern Affairs on September 26, 2022.
26	<p>That Baffinland and QIA undertake to, no later than January 31, 2023:</p> <p>a) Amend the IIBA (2018) to include Inuit Certainty Agreement Schedule "C".</p>



	<p>b) Amend the WCA (2013) consistent with ID-17 Section 17.1.5(a), (b), (c), (d) and (f) of the Inuit Certainty Agreement.</p> <p>c) In order to address ongoing concerns regarding difficulties Inuit are experiencing in accessing wildlife compensation funding, Baffinland and QIA will work together to review and address the working and efficacy of the administration of the Wildlife Compensation Fund. The Parties will implement changes to the protocol, including claims procedure and substantive criteria, all intended to improve Inuit access to the Wildlife Compensation Fund.</p>
27	That Baffinland agrees to a process to amend the Inuit Impact Benefit Agreement to implement changes to Project Management, Adaptive Management Plan, Benefits and oversight as agreed in all relevant commitments in this document including but not limited to Commitments No. 4, 7, 8, 9, 26 and 29.
28	<p>Baffinland and QIA agree to pursue this item independent of the 2022 PIP application.</p> <p><u>Original QIA Proposal (not agreed to date by Baffinland):</u>  Baffinland post a \$5,000,000 Project Bond within 30 days of a positive NIRB recommendation for approval of the 2022 PIP Proposal, and QIA to not draw down the Bond until after March 31, 2023, in order to discharge unfulfilled obligations regarding agreed upon Measurable Objectives.</p>
29	Baffinland accepts QIA proposal on Measurable objectives pertaining to the June 2020 ICA commitments which provides objectives for measuring IIBA implementation performance. The 16 Measurable Objectives topics that have been agreed to include: MIEG Reporting; Inuit Career Mobility Strategy Objective; IIBA Orientation Package Objective; New Hire Objective; Vacancies Objective; Career Mobility Objective; Inuit Opportunities Objective; PIF Objective; Contracting Reporting Objective; Workshops and Assistance Objective; Education and Training Spend Objective; Inuit Societal Values Objective; Monthly Reporting Objective; Inuit Content Objective; Inuit Firm Awareness Objective; and Emergency Shelter Objective
30	<p>Baffinland and QIA agree to pursue this item independent of the 2022 PIP application.</p> <p><u>Original QIA Proposal (not agreed to date by Baffinland):</u>  That Baffinland fund a one-time \$1,000,000 benefit to QIA by March 31, 2023 in the event of the Minister approving the 2022 PIP Renewal.</p>