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Qikiqtani Inuit Association

Terms and Conditions

Project Name: Bylot Island day visits Applicant: Eagle-Eye Tours – Rosie Gregory

IOL Parcels: PI-29

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 Applicant 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 Applicant agrees and acknowledges that the Qikiqtani Inuit Association and Nunavut Tunngavik Incorporated shall not be liable for any loss or damage to the Applicant, or its agents, employees, contractors, Applicants or invitees arising from or occasioned by this authorization or the Applicant's entry and actions on the Lands.
4. The Applicant 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 Applicant, its agents, employees, contractors, Applicants 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 Applicant 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 Applicant 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 Applicant shall be liable for any damage to the Lands occasioned by its entry and activities on the Lands.
7. The Applicant 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 Applicant 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.



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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 Applicant 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 Applicant shall provide a copy of this authorization to the Nunavut Impact Review Board (NIRB) prior to the commencement of the project.
3. The Applicant shall contact the Qikiqtani Inuit Association at least 48 hours prior to commencement of any land use activity.
4. The Applicant 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.
5. The Applicant shall have readily available this authorization and conditions during the course of land use operations.
6. At the completion of this land use operation and before the expiry of the authorization, the Applicant shall remove all equipment and materials unless an extension to the land use authorization is granted in writing.
7. The Applicant shall ensure ground travel routes maximize the use of gravel, sand or other durable land.
8. The Applicant shall not burn any combustible garbage and debris.
9. All operations shall be carried out so as to minimize surface disturbance. The Applicant shall avoid disturbance on slopes prone to natural erosion, and alternative locations shall be utilized.
10. The Applicant shall keep all combustible and non-combustible garbage and debris in suitable containers until disposed of at an approved municipal waste facility.
11. All sewage shall be removed from the site upon project completion.
12. The Applicant shall keep sites clean of garbage and debris at all times.
13. The Applicant shall not move any equipment or vehicles unless the ground surface is in a state capable of fully supporting the equipment or vehicles.
14. All disturbed areas must be restored to a stable or pre-disturbed state as practical.

FUEL AND CHEMICAL STORAGE

15. All petroleum containers shall be marked with the Applicant's name.
16. The Applicant 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.
17. The Applicant 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.
18. The Applicant shall store all fuel and chemicals in such a manner that they are inaccessible to wildlife.



- ## WATER USE

- ## INUIT LAND USE and WILDLIFE HARVESTING

- WILDLIFE

- AIRCRAFT FLIGHT RESTRICTIONS



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34. The Applicant shall restrict aircraft/helicopter activity related to the project to a minimum altitude of 610 metres above ground level unless there is a specific requirement for low-level flying, which does not disturb wildlife.
35. The Applicant shall ensure that aircraft/helicopter do not, unless for emergency, touch-down in areas where wildlife are present.

ARCHAEOLOGICAL SITES

36. All archaeological sites and burial grounds are to be avoided and should a site be encountered, it is to be flagged, protected from disturbance, and reported immediately to the Qikiqtani Inuit Association (QIA), Inuit Heritage Trust (IHT), and the Department of Culture and Heritage of the Government of Nunavut.

QIA- (867) 975-8430 or jfortier@QIA.ca.

IHT- (867) 979-0731 or heritage@iht.ca

Department of Culture and Heritage- Territorial Chief Archaeologist at (867) 934-2040 or sleblanc1@gov.nu.ca

REPORTING and LANDING FEES

37. The Applicant shall submit a report in text and map form by December 31 2025 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
 - If applicable, ship and small craft paths, number of journeys (include dates/time), and specific locations
 - Wildlife sightings including copies of all wildlife logs
 - Inuit land use encountered during operations
 - Land use conflicts encountered during operations

38. The Applicant shall pay landing fees to the Qikiqtani Inuit Association for tourist access to Inuit Owned Land as per the QIA tourism fee policy.

Landing fees shall be calculated as follows:

Total number of passengers aboard the vessel X number of IOL landings X 30\$ plus GST.

39. The Applicant shall provide a summary of the landings that take place to calculate the landing fees owing to QIA. An invoice shall be made out to the Permittee after project completion.

DATA SHARING

40. The Applicant shall make all data associated and collected during this project available to use by QIA upon request.



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Qikiqtani Inuit Association

I, ROSIE GREGORY (Rosie Gregory, Name Printed), the applicant, confirm that I have read, understood and agree to the above terms and conditions.

Signed

A handwritten signature in black ink, appearing to read 'Rosie', written over a horizontal line.

Date

April 15, 2025