

Land Use Authorization QL1-2531 - Terms and Conditions

Project Name: Responses of Permafrost Microbial Communities to Climate-Driven Thaw

Applicant: Eric Bottos

IOL Parcels: RB-03

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 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 Land.
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.



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.



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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.
19. The Applicant 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.
20. The Applicant 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.
21. The Applicant shall remove any hydrocarbon-contaminated soils, snow, and ice from site and shall transport them to an approved disposal site for treatment.
22. The Applicant shall ensure that personnel are properly trained in fuel and hazardous waste handling procedures, as well as spill response procedures. The Applicant 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 Applicant shall also report all spills immediately to Qikiqtani Inuit Association at (867) 975-8448 or cspencer@QIA.ca.

WATER USE

23. The Applicant 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.
24. The Applicant shall not deposit any deleterious substance into any water body.
25. The Applicant shall not cause any obstruction of any stream.

INUIT LAND USE and WILDLIFE HARVESTING

26. The Applicant shall avoid disruption of Inuit land use and harvesting activity and shall avoid areas where such activity is taking place.
27. The Applicant shall immediately report any conflict with Inuit land use and harvesting activity to the Land Administrator -Qikiqtani Inuit Association at (867) 975-8448 or cspencer@QIA.ca.

WILDLIFE

28. The Applicant shall ensure that there is no damage to wildlife habitat in conducting this operation.
29. The Applicant shall not harass wildlife. This includes persistently worrying or chasing animals, or disturbing large groups of animals.
30. The Applicant shall ensure that all project personnel are aware of the measures to protect wildlife and provided training/advice on how to implement measures.
31. The Applicant shall avoid areas with the presence of caribou, musk oxen, polar bear, and large groups of animals.
32. The Applicant 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.
33. The Applicant shall report any MAN-BEAR interactions to the nearest Government of Nunavut Conservation Officer. In Pond Inlet contact (867) 899-8819 or in Iqaluit contact (867) 975-7900.



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AIRCRAFT FLIGHT RESTRICTIONS

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- Registry@QIA.CA

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

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

REPORTING

37. The Applicant shall submit a report in text and map form by December 31 annually until the completion of the project 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
38. The Applicant shall make all data associated and collected during this project available to use by QIA upon request.

I, Eric Bottos (Eric Bottos, Name Printed), the applicant, confirm that I have read, understood and agree to the above terms and conditions.

Signed

Date

Erin Betts

July 29, 2025



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Eric Bottos Initials: 