

**AGREEMENT CONCERNING THE MONT SORCIER EXTERNAL FEDERAL ASSESSMENT  
PROCESS UNDER THE  
JAMES BAY AND NORTHERN QUEBEC AGREEMENT  
AND THE IMPACT ASSESSMENT ACT**

**BETWEEN:** **CREE NATION GOVERNMENT**, a legal person established in the public interest pursuant to Section 11 of the *James Bay and Northern Quebec Agreement* and the *Act respecting the Cree Nation Government* (Quebec), represented by its Chairperson, Grand Chief Mandy Gull-Masty;

("Cree Nation Government")

**AND:** **MINISTER OF ENVIRONMENT AND CLIMATE CHANGE**, the Honourable Steven Guilbeault;

("Minister")

**AND:** **IMPACT ASSESSMENT AGENCY OF CANADA**, represented by its President, Terence Hubbard;

("Agency")

(hereinafter, together the "**Parties**", and separately a "**Party**")

**WHEREAS**, on June 27, 2019, the Parties concluded the *Agreement under the Canadian Environmental Assessment Act, 2012* concerning the environmental assessments of the Rose Lithium-Tantalum and James Bay Lithium Mine Projects ("Rose Agreement"), which established a framework for the Parties to collaborate on the application of the impact assessment process under the *Canadian Environmental Assessment Act, 2012*, principally through the creation of a joint "Assessment Committee";

**WHEREAS**, on February 22, 2022, the Cree Nation Government, the Agency, and Crown-Indigenous Relations and Northern Affairs Canada concluded a Memorandum of Understanding ("**MOU**") to co-develop one or more mutually agreed upon proposals to amend Section 22 of the *James Bay and Northern Quebec Agreement* ("**JBNQA**") and complementary measures in order to ensure special Cree participation in external federal impact assessment processes for projects in the Territory as defined in the JBNQA, while complying with the spirit and objectives of the JBNQA and the requirements of the

*Impact Assessment Act* (“**IAA**”); the intended outcome of the MOU is to concurrently seek a mandate from the respective Parties’ authorities to negotiate and/or conclude an agreement to give effect to such mutually agreed upon amendment proposal and complementary measures;

**WHEREAS**, on May 19, 2022, the Parties concluded the *Agreement concerning the Troilus External Assessment Process under the James Bay and Northern Québec Agreement and the Impact Assessment Act* (“**Troilus Agreement**”) which established a framework for the Parties to collaborate on the application of the impact assessment process under the IAA, principally through the creation of a “Joint Committee”;

**WHEREAS**, the Parties are negotiating the *Agreement concerning the Whabouchi External Federal Assessment Process under the James Bay and Northern Québec Agreement and the Impact Assessment Act* (“**Whabouchi Agreement**”) to take into account the collaboration framework set out in the Troilus Agreement for the purpose of the process of amending the decision statement concerning the Whabouchi Mining Project following changes to that project;

**WHEREAS** Voyager Metals Inc. (“**Proponent**”) proposes to carry out the Mont Sorcier Mine Project, as outlined in the description submitted by the Proponent and set out in **Schedule A** (the “**Project**”);

**WHEREAS** the Parties wish to define in this Agreement a framework for collaboration in the impact assessment process applicable to the Mont Sorcier Mine Project under the IAA, taking into account the collaboration framework set out in the Troilus Agreement, including the creation of a “Joint Committee” (“**Mont Sorcier external federal process**”);

**WHEREAS** the Agency may, pursuant to section 29 of the IAA, delegate to the Joint Committee the carrying out of any part of the impact assessment of the Project and the preparation of the report with respect to the impact assessment of the Project;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PRINCIPLES**

1. The Mont Sorcier external federal process will be carried out in accordance with the requirements of the IAA in a manner that:
  - (a) respects the spirit and objectives of the JBNQA in particular, Sections 22 and 24;
  - (b) provides for the special, collaborative participation of the Cree people; and
  - (c) takes into account the special context of project proposals in the Territory, as defined in Section 22 of the JBNQA.

2. For clarity, the Mont Sorcier external federal process includes the pre-planning, planning, Impact Statement, Impact Assessment, and Post-Decision Statement phases, certain aspects and deliverables of which are set out in **Schedule B**.
3. Subject to Part V of this Agreement, the Mont Sorcier external federal process outlined in this Agreement excludes the public interest decision-making process mentioned in Phase 5 of **Schedule B**.

## II. JOINT COMMITTEE

4. The Parties shall establish a Joint Committee that will perform the functions outlined in this Agreement that are required to carry out the Mont Sorcier external federal process.
5. The Joint Committee shall be composed of two representatives appointed by the Agency and two representatives appointed by the Cree Nation Government.
6. One representative appointed by the Agency and one representative appointed by the Cree Nation Government shall serve as Co-Chairs of the Joint Committee.
7. The Agency shall provide the Joint Committee with logistical and secretarial support as required to carry out its functions under this Agreement.

## III. FUNCTIONS OF JOINT COMMITTEE

8. With respect to the Mont Sorcier external federal process, the Joint Committee shall be responsible for:
  - (a) Carrying out all aspects of the impact assessment;
  - (b) Identifying, in consultation with the Impacted Cree First Nations, as defined in **Schedule B**, the key documents or summary key documents to be made available in Cree and English;
  - (c) Carrying out the actions and deliverables for Phases 1, 2, 3, 4 and 6 of the Mont Sorcier external federal process workplan identified in **Schedule B**;
  - (d) Carrying out, as part of the Mont Sorcier external federal process, certain procedural aspects of Crown consultations in accordance with **Schedule C**;
  - (e) Preparing, by consensus to the extent possible, the documents relevant to the carrying out of the Mont Sorcier external federal process, such as the impact assessment report, including proposed conditions, summaries of First Nations' and public comments, and recommendations, rationale and conclusions;
  - (f) Submitting the final impact assessment report to the Minister.

9. The activities and deliverables outlined in the work plan in **Schedule B** may be amended by the Joint Committee, subject to the scope of its functions set out in section 8.
10. The Mont Sorcier external federal process shall take into account at least the factors and elements required under the IAA as well as by Section 22 of the JBNQA, including the purposes, alternatives, environmental impacts and social impacts of the Project.

#### **IV. SUBSTITUTION, REVIEW PANEL**

11. Nothing in this Agreement fetters or limits the Minister's authority, where an impact assessment of the Project is required under the IAA, to substitute another process under section 31 of the IAA for the impact assessment, or to refer the impact assessment to a review panel under section 36 of the IAA.
12. A substitution under section 31 of the IAA of another process for the impact assessment is subject to the mutual agreement of the Parties and of Québec.
13. Where the Minister refers the impact assessment to a review panel under section 36 of the IAA, the Agency shall appoint the Cree members of the Joint Committee as members of the review panel.

#### **V. PUBLIC INTEREST DETERMINATION**

14. The Minister shall consider the following when determining whether the adverse effects within federal jurisdiction and the adverse direct or incidental effects are, in light of the factors referred to in the IAA and the extent to which those effects are significant, in the public interest – or when referring this determination to the Governor in Council:
  - (a) the impact assessment report, including the proposed potential conditions and recommended conclusions;
  - (b) the views of the Cree Nation Government and the Impacted Cree First Nations; and
  - (c) the implementation of any mitigation measures to address such effects, having regard to items (a) and (b).
15. If the Joint Committee members cannot agree on the recommended conclusions as to the extent of the adverse effects within federal jurisdiction and the adverse direct or incidental effects and the extent to which those effects are significant, the Joint Committee shall meet with the President of the Agency and the Executive Director of the Cree Nation Government with a view to seeking consensus before finalizing the impact assessment report.
16. If the Joint Committee members are unable to reach consensus, they shall ensure that any non-consensus views are clearly and fairly articulated in decision materials submitted to the Minister.

17. The Minister shall provide the Cree Nation Government with written reasons for the determination made by the Minister under subsection 60(1) or section 62 of the IAA, including, if applicable, an explanation as to why certain views of the Cree Nation Government cannot be accommodated.

## **VI. COLLABORATION WITH QUÉBEC**

18. The Parties shall make best efforts to collaborate to the extent possible with the COMEX responsible for the provincial environmental and social impact assessment and review of the Project under Section 22 of the JBNQA in order to ensure efficiency and avoid duplication.

## **VII. FUNDING**

19. The Agency shall provide funding, up to the maximum funding available according to the Participant Funding Program as provided for at the time of this Agreement or subsequently, if the maximum amount is greater, to the Cree Nation Government in order to facilitate its participation in the functions of the Joint Committee established under this Agreement. This funding shall be in addition to that provided to the Impacted Cree First Nations and other interested Cree interveners to participate in the Mont Sorcier external federal process.

20. The level and timing of disbursement of contribution funding for the impact statement and assessment phases can be revised upon request.

## **VIII. TIME LIMITS**

21. The Parties shall make all reasonable efforts, subject to receipt of adequate resources:
- (a) to carry out all activities under this Agreement within the time limits established under the IAA for the Mont Sorcier external federal process;
  - (b) to ensure, to the extent possible, that all consultations with the Impacted Cree First Nations are conducted at appropriate times, outside of culturally valued periods, according to a calendar to be established with the Impacted Cree First Nations, and that time limits are adjusted or extended accordingly; and
  - (c) to align activities, to the extent possible, with the time limits of the provincial environmental and social impact assessment and review processes carried out under Section 22 of the JBNQA.

## **IX. NON-DEROGATION**

22. Nothing contained in this Agreement shall prejudice, adversely affect or restrict the rights of the Parties as set out in the JBNQA, the MOU and any agreements between the Parties related

thereto. The jurisdictions, authorities, rights, powers and privileges set out in this Agreement shall be exercised in accordance with the JBNQA, this Agreement, and Cree laws.

23. Nothing in this Agreement shall:

- a) adversely affect the rights, claims or interests, whatever they may be, asserted or invoked by any other First Nation;
- b) constitute recognition by the Parties of such rights, claims or interests.

#### **X. WITHOUT PREJUDICE**

24. This Agreement and the Mont Sorcier external federal process carried out in accordance with this Agreement are without prejudice to, without admission in regard to, and under reserve of, the respective rights, claims and positions of the Parties concerning the scope or application of any external federal impact assessment process for any other project.

25. This Agreement applies only to the Project and may not be raised as a precedent or admission in the courts or elsewhere in regard to any other project.

#### **XI. ENTIRE AGREEMENT**

26. This document, including the preamble and all Schedules attached hereto, form the entire Agreement between the parties as to its object.

**AND THE PARTIES HAVE SIGNED:**

**MINISTER OF ENVIRONMENT AND CLIMATE CHANGE**



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Honourable Steven Guilbeault

Date: • May 25, 2023

**IMPACT ASSESSMENT AGENCY OF CANADA**

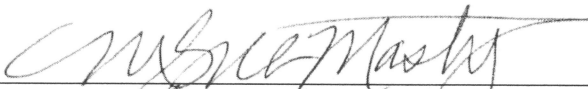


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Per: Terence Hubbard, President

Date: • May 24, 2023

**CREE NATION GOVERNMENT**



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Per: Grand Chief Mandy Gull-Masty, Chairperson

Date: May 24, 2023

## **SCHEDULE A**

### **DESCRIPTION OF MONT SORCIER MINE PROJECT**

#### **OVERVIEW OF PROPOSAL**

The Mont Sorcier Mine Project will be located approximately 20 km north of Chibougamau and 54 km east of Ouje-Bougoumou and 58 km south of the Cree Nation of Mistissini on the Eeyou Istchee-James Bay territory, more precisely on the traditional lands of the Impacted Cree First Nations. The Project will consist of the construction, operation and decommissioning of an open pit iron and vanadium mine with a maximum ore production capacity of approximately 5 million tonnes per year. It will also include the construction of a rail line of approximately 45 km that would connect to the existing CN rail line to allow for the transportation of the iron concentrate from the Project site to the Port of Saguenay.



**SCHEDULE B**

**WORKPLAN FOR MONT SORCIER EXTERNAL FEDERAL PROCESS**

As of the date of signature of this Agreement, the term “**Impacted Cree First Nations**” only includes the Cree Nations of Ouje-Bougoumou and Mistissini. However, should the Joint Committee determine, during the implementation of this Agreement, that other Cree First Nations should be also considered as Impacted Cree First Nations, the Joint Committee shall set out such determination in writing.

Step	Estimated duration	Joint Committee Actions and Deliverables	Consultation action
Phase 1: Preplanning		Provide comments to the Agency on draft and final initial project description to ensure it meets the requirements of the <i>Information and Management of Time Limits Regulations</i> (the Regulations)	1) Contact the Impacted Cree First Nations to notify them that a potential project is being contemplated that may affect their rights or interests, and invite their participation in the planning phase
Phase 2: Planning	180 days	1) Provide comments to the Agency on Summary of Issues that includes issues raised by provincial and territorial jurisdictions and the Impacted Cree First Nations, the public, federal authorities and other participants during consultations and engagement  2) Work with the Agency to provide the Summary of Issues to the proponent  3) Provide comments to the Agency on the draft and final detailed project description and the Response to the Summary of Issues to ensure conformity with the Regulations  4) Provide input into the Agency’s decision of whether an impact assessment is required  5) Issue the notice of commencement of the	1) Initiate engagement and consultation activities with the Impacted Cree First Nations, as well as the public and other participants, on the Initial Project Description  2) If an impact assessment is required, continue to engage with the Impacted Cree First Nations, the public, other jurisdictions, and federal expert departments in order to develop the Public Participation Plan, the Indigenous Engagement and Partnership Plan, the Impact Assessment Cooperation Plan, the Permitting Plan and the Tailored Impact Statement Guidelines

		<p>impact assessment and the supporting documents referred to under paragraph 18(1)(b) of the IAA, including the draft and final Public Participation Plan, the Indigenous Engagement and Partnership Plan, the Impact Assessment Cooperation Plan, the Permitting Plan and the Tailored Impact Statement Guidelines</p>	
Phase 3: Impact Statement	Up to three years	<p>1) Review the Proponent's draft and final Impact Statement to determine if it conforms with the Tailored Impact Statement Guidelines</p>	<p>1) Continue to engage with stakeholders in order to prepare the Impacted Cree First Nations and the public for the impact assessment phase</p> <p>2) Invite comments on the Impact Statement and engage with federal authorities, lifecycle regulators, the Impacted Cree First Nations, other jurisdictions and members of the public to ensure all information and studies outlined in the Guidelines are included in the Proponent's Impact Statement</p>
Phase 4: Impact Assessment	300 days	<p>Carrying out all aspects of the impact assessment including:</p> <p>1) Offer to consult and cooperate with the Province of Quebec for the conduct of the impact assessment and implement the Impact Assessment Cooperation Plan</p> <p>2) Continue the analysis on the Impact Statement and consider comments received</p> <p>3) Engage with the Proponent as needed to seek clarifications, resolve issues or to ask questions on the Impact Statement</p> <p>4) If required, initiate an External Technical Review, consisting of select</p>	<p>1) Continue to consult the Impacted Cree First Nations and implement the Indigenous Engagement and Partnership Plan developed in the planning phase</p> <p>2) Continue to engage the public and implement the Public Engagement Plan developed in the planning phase</p> <p>3) Where needed, hold public meetings or open houses to allow the Impacted Cree First Nations, stakeholders and the public to participate in the impact assessment process</p> <p>4) Consult the Impacted Cree First Nations on the consultation report</p> <p>5) Seek views of the Stakeholders on the draft Impact Assessment</p>

		<p>independent experts and develop technical questions to pose to the experts</p> <p>5) Develop the draft and final Impact Assessment Report, considering the information and evidence provided by the Proponent, expert federal departments, the Impacted Cree First Nations, the public and other jurisdictions, including provincial jurisdictions</p> <p>6) Prepare draft conditions</p> <p>7) Submit final report to the Minister</p> <p>8) Develop a consultation report</p>	<p>Report and draft potential conditions</p>
<p><b>Phase 5: Decision-Making</b></p> <p><b>Time limit for the Minister's Decision or the Governor in Council's decision are set out pursuant to section 65 of IAA.</b></p> <p><b>See Part VIII of the Agreement</b></p>			
<p>Phase 6: Post-Decision</p>		<p>1) The Joint Committee participates in the Agency's review of the Proponent's proposed follow-up programs and monitoring results and provides feedback. As required based on the evaluation of the monitoring of results, the Joint Committee may comment on the Agency's proposed recommendations for improvements or propose their own for consideration</p> <p>2) The Joint Committee participates in any process to consider amending the decision statement</p>	<p>1) The Joint Committee consults impacted Cree First Nations on the proposed follow-up programs, monitoring results and proposed recommendations for improvement</p> <p>2) The Joint Committee consults the impacted Cree First Nation on any proposed amendments to the decision statement conditions</p>

## **SCHEDULE C**

### **DELEGATION OF CERTAIN PROCEDURAL ASPECTS OF FEDERAL CROWN CONSULTATION**

1. The Parties acknowledge that, notwithstanding the delegation of certain procedural aspects of consultation, Canada retains the responsibility to ensure that the duty to consult has been satisfied, including determining the scope, content and adequacy of consultation.
2. The Joint Committee will:
  - a. Organize and hold public hearings with the Impacted Cree First Nations in a manner similar to the public hearings normally conducted by COFEX and COMEX; and
  - b. Provide documentation to inform decision-making in respect of the Project, which should include:
    - i. The impact assessment report;
    - ii. A separate report that summarizes what consultations occurred, what was learned and what was addressed with the Impacted Cree First Nations; and
    - iii. Correspondence setting out the views of the Impacted Cree First Nations in respect of the Project;
  - c. Allow for meaningful consultations and, ensure, to the extent possible, that all consultations with the Impacted Cree First Nations are conducted at appropriate times, outside culturally valued periods, according to a calendar to be agreed with the Impacted Cree First Nations.
3. The Joint Committee and the Agency will discuss:
  - a. Federal Crown consultations with a view to ensuring adequate implementation thereof; and
  - b. Issues raised during Federal Crown consultations and proposed accommodations.