



Hydro Place
500 Columbus Drive
P. O. Box 12800
St. John's, NL
A1B 0C9

TO:	FROM:
Chef Jean-Charles Piétachio	Gilbert Bennett
COMPANY:	DATE:
Conseil des Innus d'Ekuanitshit	5/13/2009
FAX NUMBER:	PAGES INCLUDING COVER:
418-949-2085	9
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
418-949-2234	
RE:	YOUR REFERENCE NUMBER:
Community Consultation Agreement	
<input type="checkbox"/> URGENT <input type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE	

NOTES/COMMENTS:

Please see attached.

Please disregard previous
Fax. Replace with this one.
Thank you,
Brenda.

This facsimile message is privileged and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this in error, please notify us immediately by telephone and return the original transmission to us by mail without making a copy.

Confidential and Without Prejudice
Nalcor Community Consultation Agreement

COMMUNITY CONSULTATION AGREEMENT – ●, 2009.

BETWEEN: Nalcor Energy, a body corporate existing pursuant to the *Energy Corporation Act*, SNL 2007, c. E-11.01, having its head office in the City of St. John's, in the Province of Newfoundland and Labrador;

("Nalcor")

AND: Conseil des Innus d'Ekuanitshit

("Ekuanitshit")

(Collectively, the "Parties")

WHEREAS:

1. The *Environmental Impact Statement Guidelines* for the environmental assessment of the generation components of the Lower Churchill Project (the "Project") require that the Proponent consult with named Aboriginal groups and communities to familiarize the group or community with the Project and its potential environmental effects, to identify any issues or concerns regarding potential environmental effects of the Project and to identify what actions the Proponent proposes to take to address issues or concerns.
2. Nalcor has registered the proposed transmission line project for environmental assessment by the Governments of Newfoundland and Labrador and Canada and wishes to provide information respecting the proposed transmission line project to Ekuanitshit.
3. Nalcor wishes to provide information respecting both the generation and transmission components of the Project and to consult with Ekuanitshit in respect of the Project impacts in order to fulfill certain of the requirements of the *Environmental Impact Statement Guidelines* and to obtain information with respect to the potential environmental effects of the Project upon the interests and rights of the Innu of Ekuanitshit.

NOW THEREFORE the Parties agree to conduct consultation in respect of the Project in accordance with the following terms and conditions of this Community Consultation Agreement (the "Consultation Agreement"):

1. Community Consultation

1.1 Ekuanitshit and Nalcor shall jointly implement a community consultation process that shall have the following objectives:

- to enable and facilitate effective communication and consultation between the Parties with respect to the Project and to fund the participation of Ekuanitshit in achieving the objectives of this Consultation Agreement in accordance with its terms;
- to respond to questions, issues and concerns raised by the Innu of Ekuanitshit about the Project;

Confidential and Without Prejudice
Draft Community Consultation Agreement

- to determine what Innu of Ekuanitshit think about the project and how it may affect the Innu of Ekuanitshit;
 - to communicate the findings of the community consultation process to Ekuanitshit and Nalcor;
 - to identify traditional knowledge and current use of resources.
- 1.2 The Parties agree to cooperate with each other to ensure the objectives of the community consultation process set out in section 1.1 are achieved. In the event of a dispute, the Parties agree to meet within five (5) days of written notice of the dispute and to attempt to resolve the dispute through reasonable efforts taken in good faith. If the dispute cannot be resolved by the parties, it shall be referred to the Senior Representatives of Nalcor and Ekuanitshit, identified in section 7.2.
- 1.3 Ekuanitshit shall employ one full-time community consultation officer for Ekuanitshit funded by Nalcor in accordance with Appendix "B" of this Consultation Agreement and who will perform the community consultation officer's duties in that community. The selection and employment of the community consultation officer shall be subject to Nalcor's prior approval. The community consultation officer will gather and disseminate information on the Project from and to Ekuanitshit using one or more of the following methods:
- community resource centres;
 - workshops;
 - informant interviews;
 - community newsletters;
 - internet communications;
 - radio open-line programs; and
 - community information sessions.
- 1.4 Within twenty (20) days of the execution of this Consultation Agreement, Ekuanitshit shall provide to Nalcor, for its approval, a Workplan and schedule of community consultation activities for the period commencing on the date of execution of this Consultation Agreement up to and including the preparation of the final report pursuant to section 4.2 twelve (12) months after the execution of this Consultation Agreement. The Workplan shall be attached as Appendix "A" to this Consultation Agreement.
- 2. Term and Amendment**
- 2.1 This Consultation Agreement shall come into effect upon its execution by the Parties.
- 2.2 The Parties agree that the term of this Consultation Agreement shall be for the period commencing upon the execution of this Consultation Agreement (the "Effective Date") and terminating the earlier of twelve (12) months from the date of execution or sixty (60) days from the date of written notice under section 2.3(b).

Confidential and Without Prejudice
Draft Community Consultation Agreement

2.3 Notwithstanding section 2.2,

- (a) the Parties may, by agreement in writing, extend the term of this Consultation Agreement; and
- (b) either Party may terminate this Consultation Agreement at any time by giving the other Party sixty (60) days written notice of intent to terminate.

2.4 Upon termination, all elements of this Consultation Agreement terminate, including all financial contribution commitments, and any unexpended advances of funds will be returned by Ekuanitshit to Nalcor. For greater certainty, Nalcor shall not be responsible for any new expenditure made, incurred or committed to by Ekuanitshit after the date of termination referred to in section 2.2.

2.5 This Agreement may only be amended with the written consent of both Parties and any such amendment will become effective upon its execution by the Parties, unless another date is agreed to.

3. **Funding**

3.1 Nalcor shall provide honoraria and funding in accordance with Appendix "B" of this Consultation Agreement.

4. **Reporting Requirements**

4.1 On a monthly basis, Ekuanitshit shall provide to Nalcor:

- a written activity report describing the consultation activities undertaken, including any relevant issues emerging as a result of such consultation; and
- an unaudited monthly financial report in the format presented in Appendix "C" prepared in accordance with generally accepted accounting principles, reporting total revenues and eligible expenditures incurred and accrued and funded pursuant to this Consultation Agreement.

4.2 No later than twelve (12) months after the effective date of this Consultation Agreement, Ekuanitshit shall provide to Nalcor a report in writing summarizing the consultation activities which have been undertaken and describing the findings of the consultation process, including any traditional knowledge or information on the current use of resources for traditional purposes within the Project area.

4.3 Ekuanitshit shall, no later than ninety (90) days following the close of its fiscal year, provide Nalcor with an audited financial statement prepared in accordance with generally accepted auditing principals showing total revenue and eligible expenditures under this Consultation Agreement and detailing that the funds received under this Consultation Agreement were accounted for and spent properly and in accordance with this Consultation Agreement.

Confidential and Without Prejudice
Draft Community Consultation Agreement

- 4.4 Nalcor may request from Ekuanitshit such information and documentation that it may reasonably require to confirm that advances or payments made pursuant to this Consultation Agreement were disbursed for eligible expenditures and made by Ekuanitshit in accordance with this Consultation Agreement and may, at its own expense, appoint an independent auditor to verify eligible expenditures made by Ekuanitshit pursuant to this Consultation Agreement.

5. Information, Confidentiality and Disclosure

- 5.1 The Parties agree that it will be necessary to share, evaluate and discuss certain information to fulfill the objectives of this Consultation Agreement and therefore agree to provide such information as is relevant and necessary to fulfill the objectives of this Consultation Agreement. The Parties acknowledge that certain information may be restricted, commercially sensitive or otherwise subject to confidentiality requirements. Nalcor agrees to provide access to such restricted, confidential or commercially sensitive information, where necessary and relevant to the objectives of this Consultation Agreement, provided that appropriate confidentiality agreements have been executed by the Parties to protect such confidential and commercially sensitive information.
- 5.2 Notwithstanding anything else in this Consultation Agreement, Ekuanitshit acknowledges that Nalcor shall not be obliged to disclose or share with Ekuanitshit environmental, engineering, financial or other information pertaining to the evaluation of particular development options by Nalcor.
- 5.3 The Parties agree to execute appropriate confidentiality agreements to protect restricted, confidential or commercially sensitive information and to release information respecting the Project only in accordance with the terms of such confidentiality agreements or as otherwise required by law.
- 5.4 The Parties agree that all discussions leading to the formation of this Consultation Agreement, this Consultation Agreement and discussions, negotiations, information acquired and reports prepared pursuant to this Consultation Agreement will be confidential and will not be disclosed to any other person except:
- (a) as the Parties agree in writing;
 - (b) as may be required by law or by the terms of any confidentiality agreement executed between the Parties;
 - (c) as may be permitted pursuant to the exercise of a statutory or regulatory discretion; or
 - (d) pursuant to section 6.2 or in litigation dealing with a breach or an alleged breach of this Consultation Agreement.

Confidential and Without Prejudice
Draft Community Consultation Agreement

6. Without Prejudice

- 6.1 This Agreement and all negotiations surrounding it shall not be, and nothing contained in this Consultation Agreement shall be, construed as conferring on, recognizing, limiting, modifying, replacing, denying or derogating from any Aboriginal, treaty or constitutional rights or obligations of either the Parties or the Innu of Ekuanitshit which may be claimed by the Parties, or the Innu of Ekuanitshit and their representatives thereof and is without prejudice to the positions which may be taken by the Parties with respect thereto in any other forum, court of law or otherwise.
- 6.2 Notwithstanding section 6.1, this Consultation Agreement and all negotiations surrounding it and the consultation activities conducted pursuant to this Consultation Agreement are not subject to settlement privilege and either Party may reference the existence or the content of this Consultation Agreement and any discussions, negotiations, activities or reports conducted or prepared pursuant to this Consultation Agreement and may tender evidence of such discussions, negotiations, activities or reports in any action, petition or proceeding in any forum relating to the issue of consultation.
- 6.3 This Agreement is not, and shall not be interpreted to be, a treaty or land claims agreement within the meaning of s.25 or s.35 of the *Constitution Act, 1982*.
- 6.4 This Consultation Agreement and the negotiations leading to its formation, execution and implementation are without prejudice to any Party in any future negotiations.
- 6.5 Except as otherwise specifically provided herein, nothing in this Consultation Agreement shall limit in any manner the rights, jurisdiction, authority, obligations or responsibilities of either Party or their representatives.
- 6.6 Nothing in this Consultation Agreement obliges Nalcor to act in a manner inconsistent with or contrary to law and nothing in this Consultation Agreement fetters or is to be interpreted as fettering the discretion of Nalcor.
- 6.7 Nothing in this Consultation Agreement is intended to limit the participation by Ekuanitshit or by Nalcor in any public processes established by Newfoundland and Labrador or Canada respecting the environmental assessment of the Project.

Confidential and Without Prejudice
Draft Community Consultation Agreement

7. Communications

- 7.1 Any notice or other communication required or permitted to be given under this Consultation Agreement shall be given in writing and will be deemed to have been well and sufficiently given if sent by registered mail, courier or facsimile to:

In the case of Nalcor Energy, to:

Gilbert Bennett
Vice President
Lower Churchill Project
P.O. Box 12800, 500 Columbus Drive
St. John's, NL A1B 0C9
Ph: (709) 737-1836

In the case of Ekuanitshit to:

Any notice sent by registered mail shall be deemed to have been duly given and received by a Party on the fifth business day following the day of mailing and on the following day if sent by facsimile transmission.

- 7.2 A person shall be designated by each of the Parties to act as the Senior Representative of that Party for the purposes of this Consultation Agreement. Until the Parties to this Consultation Agreement are otherwise advised, the designated persons who represent each of the Parties are:

In the case of Nalcor Energy,

Gilbert Bennett
Vice President
Lower Churchill Project
P.O. Box 12800, 500 Columbus Drive
St. John's, NL A1B 0C9
Ph: (709) 737-1836

In the case of Ekuanitshit,

- 7.3 In the event that it becomes necessary to substitute individuals for those referred to in section 7.2, the Party doing so shall notify the other Party in accordance with section 7.1 and provide the appropriate documentation to effect the change.

Confidential and Without Prejudice
Draft Community Consultation Agreement

8. General

- 8.1 There will be no presumption that any ambiguity in any of the terms of this Consultation Agreement shall be interpreted or resolved in favour of either Party.
- 8.2 This Consultation Agreement, including the Appendices, and any valid amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Consultation Agreement, unless otherwise agreed by the Parties.
- 8.3 Ekuanitshit represents that this Consultation Agreement is binding upon itself and the Innu of Ekuanitshit and that all necessary actions have been taken to authorize the execution of this Consultation Agreement.
- 8.4 Nalcor represents that this Consultation Agreement is binding upon it and that all necessary actions have been taken to authorize the execution of this Consultation Agreement.
- 8.5 Ekuanitshit represents and warrants that there are no actions or proceedings pending by or against Ekuanitshit or any of its members that would materially impair its ability to fulfill its obligations under this Consultation Agreement and that it has not entered into any other agreement that would prevent it from fulfilling its obligations under this Consultation Agreement.
- 8.6 This Consultation Agreement is a legally binding contract which shall be considered to have been made in Newfoundland and Labrador and is subject to laws of general application and shall be interpreted in accordance with the laws of Newfoundland and Labrador and the federal laws of Canada applicable therein without regard to conflicts of laws principles that would impose the laws of any other jurisdiction and each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Newfoundland and Labrador and all courts competent to hear appeals therefrom.
- 8.7 No Party shall challenge or support a challenge to the validity of this Consultation Agreement or any provision thereof.
- 8.8 The Parties agree that compliance by Nalcor with the provisions of this Consultation Agreement completely fulfills the requirements of the *Environmental Impact Statement Guidelines* and discharges the obligations of Nalcor with respect to consultation with Ekuanitshit in respect of the *Environmental Impact Statement Guidelines*.
- 8.9 All communications, notices, reports and other documentation required or permitted by this Consultation Agreement shall be made only in French or English, provided that such communications, notices, reports and other documentation shall be provided to the receiving Party in the official language of that Party.

Confidential and Without Prejudice
Draft Community Consultation Agreement

IN WITNESS WHEREOF each of the Parties have caused this Consultation Agreement to be executed by the duly authorized signing officers of the Parties:

Nalcor Energy

Per

Per

Witness

Date

Conseil des Innus d'Ekuanitshit

Per

Per

Witness

Date

CIMFP Exhibit P-01335

Page 10

Confidential and Without Prejudice
Draft Community Consultation Agreement

APPENDIX "A"

WORKPLAN

- 10 -

APPENDIX "B"

ELIGIBLE EXPENDITURES

Eligible expenditures to be funded under the terms and conditions of this Consultation Agreement must be legitimate and reasonable and are defined as follows:

- salary for 1 community consultation officer: [\$●]
- pre-approved travel, honoraria and disbursements incurred [\$● per elder to a maximum of \$●].

Confidential and Without Prejudice
Draft Community Consultation Agreement

APPENDIX "C"

MONTHLY FINANCIAL REPORT FORMAT

STATEMENTS OF REVENUES AND EXPENDITURES		REPORT PERIOD	
Month of:	Month Current	Project to Date	
		Opening	Closing
Revenue:			
Expenditures			
Total			
Community Consultation			
Salaries and Benefits			
Travel and Disbursements			
Community Consultation			
Office and Overhead Costs			
Total			
Total Expenditures			
Transfers			
Community Consultation			
Payments as per Agreement			
Transferred – in			
Transferred – out			
Balance Funded			



Hydro Place, 500 Columbus Drive,
P.O. Box 12800, St. John's, NL
Canada A1B 0C9
t. 709.737.1833 or 1.888.576.5454
f. 709.737.1985

Doc. No. 09-5/911

May 13, 2009

Chef Jean-Charles Piétacho
Conseil des Innus d'Ekuanitshit
35, rue Manitou, Case Postale 420
Mingan, Québec
G0G 1V0

Dear Chef Piétacho:

As you are aware, Nalcor Energy ("Nalcor") has registered both the generation project and the Island Link transmission project for environmental assessment with the Governments of Newfoundland and Labrador and Canada and has provided copies of relevant documentation respecting each project to the Conseil des Innus d'Ekuanitshit ("Ekuanitshit").

Nalcor wishes to consult with Ekuanitshit respecting both the generation and transmission projects to obtain information with respect to the potential environmental effects of the Project upon the interests of its members.

To assist us in engaging in meaningful consultation, Nalcor has prepared a Community Consultation Agreement which is attached for your review. This agreement is intended to regularize our ongoing consultation on the environmental effects of the two projects and to provide funding in accordance with an agreed upon community consultation workplan.

I'd be grateful if you would review the attached and, if you are in agreement with its terms, please return two signed copies to me at the following address:

Mr. Gilbert Bennett
Vice-President, Lower Churchill Project
Nalcor Energy
500 Columbus Drive, P. O. Box 12800
St. John's, Newfoundland and Labrador
A1B 0C9

CIMFP Exhibit P-01335

Page 14

Chef Jean-Charles Piétacho
Conseil des Innus d'Ekuanitshit
May 13, 2009

2

I will, in turn, sign the agreements and return one copy to you for your records.

Thank you,



Gilbert Bennett, P. Eng.
Vice President
Lower Churchill Project

Enclosure (1)

