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Subject: Fw: IBA presentations
Date: Tuesday, November 8, 2011 6:05:40 AM
Attachments: [_pnp](#)
[_pnp](#)
[_pnp](#)
[Glossary of Terms.docx](#)
[IBA-Chapter 4-final.ppt](#)
[Innu Nation IBA Overview.pptx](#)

Here are the presentations shown last week. Pls file these in the right place.



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----- Forwarded by Pat Hussey/NLHydro on 11/08/2011 06:04 AM -----

From: Rosanne Williams/NLHydro
To: Pat Hussey/NLHydro@NLHydro
Date: 11/04/2011 03:40 PM
Subject: IBA presentations

Hi Pat,

just remembered that you asked me for the IBA workshop presentations. See attached.

Have a great weekend,

Rosanne



Glossary of Terms.docx



IBA-Chapter 4-final.ppt



Innu Nation IBA Overview.pptx



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Thank you for considering the environmental impact of printing emails.

**Lower Churchill Project
Innu Impacts and Benefits Agreement
Glossary of Terms**

1. General Terminology

"Party" means Innu Nation, Nalcor Energy, Mushuau Innu First Nation or Sheshatshiu Innu First Nation.

"Contractor" means a Person that has been directly contracted by Nalcor for the provision of works, goods or services to the Project.

"Subcontractor" means a Person who is engaged by a Contractor or another Subcontractor for the provision of works, goods or services to the Project.

"Project" means

- (a) all of the proposed hydro-electric generation and transmission facilities and associated infrastructure; and
- (b) activities carried on, at or in, or related to such generation and transmission facilities and associated infrastructure

in the Project Area that are necessary to produce and transmit hydroelectric power from Gull Island, Labrador, and Muskrat Falls, Labrador, including all reservoirs, channels, excavations, camps, storage areas, spillways, dams, dykes and transition structures, powerhouses, roads, access roads, laydown areas, transmission lines, electrodes, terminal stations, converter stations, switching and transformer stations, construction power lines and any other related infrastructure, whether temporary or permanent.

"Effective Date" means the last date on which IBA is signed by all Parties.

"Project Sanction" means the one-time event, occurring on a date after the Effective Date, when the decision is made by the board of directors of Nalcor to approve the commencement of construction of the Project by approval of commencement of construction of one or more Components of the Project.

"Consultation" means that a Party shall

- (a) provide notice of a matter for which consultation is required and relevant information about the matter in sufficient detail to allow the Party being consulted to prepare its views on the matter;
- (b) provide a reasonable period of time in which the Party being consulted may prepare its views on the matter;
- (c) provide an opportunity for the Party being consulted to present its views; and
- (d) give full and fair consideration of any views presented.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

"Innu Business Development Centre" or "IBDC" means the entity supported by a mandate from Innu Nation that, among other purposes, aims to assist Innu Businesses in becoming full participants in the Newfoundland and Labrador economy by establishing and maintaining viable and sustainable businesses through the development of Innu business expertise, skills and capacity.

"Innu Content" means commitments to the employment of Innu (including the number of Innu to be employed and the duration and value of such employment), sub-contracts to Innu Businesses, training opportunities for Innu and other opportunities that benefit Innu, an Innu Business or an Innu Community.

[Redacted]

IBA Committees

A. Tshiashkueish Committee

- Established on Effective Date
- 4 members
 - 2 Innu Nation representatives
 - 2 Nalcor representatives
- Develops Implementation Plan for approval by Nalcor and Innu Nation
- Oversees implementation of IBA
- Advisory only
- Reports to Nalcor and Innu Nation
- Recommendations not binding

B. Innu Employee Advisory Committee

- Established if there are 20 or more Innu employed in Project workforce
- Operates through to the end of Construction Phase
- 5 members
 - 2 Innu Nation representatives
 - 2 Nalcor representatives
 - Innu Employment and Training Coordinator (non-voting member)
- Monitors implementation of workplace policies
- Recommends measures and programs for Innu cultural support
- Monitors implementation of Innu employment guarantees
- Advisory only
- Reports to Nalcor, Innu Nation and Tshiashkueish Committee
- Recommendations not binding

C. Innu Business Development Advisory Committee

- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

IBA Positions**A. Innu Employment and Training Coordinator (IETC)**

- Nalcor employee, hired by Nalcor in consultation with Innu Nation
- Position filled by Project Sanction
- In place until end of first year of Operations
- Must be Innu and qualified
- Responsibilities
 - Primary contact and resource person for Innu seeking employment on Project
 - Participates in recruitment and selection of Innu employees
 - Acts as liaison between Nalcor, Innu Nation and Contractor
 - Maintains list of number and gender of Innu employed in Project workforce
 - Assists Innu Nation in the development of the Innu Training Plan
 - Coordinates delivery of Prior Learning Assessments
 - Coordinate summer student employment and work term placements
 - Participates in the development of Workplace policies
 - Supports Innu receiving On-the-Job Training or in apprenticeships on Project
 - Conducts exit interviews with Innu employees and reports to Nalcor and Innu Nation
 - Is a member of the Innu Employee Advisory Committee

B. Innu Liaison Position (ILP)

- Employee of either Nalcor/Contractor
- Must be Innu and qualified
- On-site during Construction
- Responsibilities
 - To serve as source of advice and assistance to Innu employees
 - Help Innu employees to resolve work-related issues
 - Provide direction on where and how to obtain information, access to counselling

Lower Churchill Project

Innu Impacts and Benefits Agreement

Chapter 4 – Innu Business Opportunities

November 2, 2011

Boundless Energy



Safety Moment

- Bright Ideas for Christmas Lights
 - Always use lights that have been tested for safety by a recognized testing laboratory
 - Check each set of lights, for broken or cracked sockets, frayed or bare wires, or loose connections
 - Use no more than three standard-size sets of lights per single extension cord.
 - Check labels to ensure lights are certified for intended use
 - Fasten outdoor lights securely to trees, house walls, or other firm supports to protect the lights from wind damage.
 - Plug all outdoor electric decorations into circuits with ground fault circuit interrupters to avoid potential shocks.
 - Turn off all lights when you go to bed or leave the house.

Today's Presentation

- Overview of IBA - Chapter 4
 - Objectives
 - Procurement of Works, Goods and Services
 - Qualification of Businesses
 - Evaluation Criteria
 - [REDACTED]
 - First Bidding Opportunities for Innu Businesses
 - [REDACTED]
 - Innu Business Registry
 - [REDACTED]
 - Implementation

Objectives

- To assist Innu and Innu communities to benefit from the business opportunities associated with the Project.
- To implement and evaluate the effectiveness of measures intended to enhance opportunities for Innu businesses to benefit from the business opportunities associated with the project.
- To promote and assist in the development of business skills among Innu and Innu businesses.
- To promote and assist in the creation and growth of viable, self-sustaining and successful Innu businesses capable of taking advantage of business opportunities related to the Project.
- To identify and provide specific business opportunities related to the Project and qualified Innu businesses.

Procurement of Works, Goods and Services

- Innu Business Participation Target
 - For planning and construction phases of Gull Island is \$266,000,000
 - For planning and construction phases of Muskrat Falls is \$134,000,000
 - Works, goods and services include planning and construction of any transmission component related to the Muskrat Falls or Gull Island component

Procurement of Works, Goods and Services

- Nalcor will maintain a record of the cumulative value of works, goods and services provided by Innu businesses, including:
 - The value of all contracts awarded to Innu businesses
 - The value of Innu business sub-contracts included in contracts awarded to non-Innu businesses

Procurement of Works, Goods and Services

- At the end of both the Muskrat Falls and Gull Island construction phases if the target has not been met, Nalcor will pay Innu Nation 5% of the difference between the Innu business participation targeted amount and the total value of works, goods and services provided by Innu businesses.

Procurement of Works, Goods and Services

- Nalcor or contractor will inform Innu businesses interested in providing works, goods or services to the Project of:
 - its commitment to assist Innu to participate in and benefit from business opportunities;
 - relevant provisions of chapter 4
 - existence of the IBDC and the Innu Business Registry.

Procurement of Works, Goods and Services

- Nalcor will ensure that procurement documents request that bidders outline any proposed Innu content.
- Procurement documents will specify that Innu content will be a consideration in the evaluation process.

Procurement of Works, Goods and Services

- Qualified Innu businesses can compete for any contract for the Project and are not limited to contracts related to Innu culture or contracts outlined for Innu businesses first bidding opportunities.

Procurement of Works, Goods and Services

- A decision by Nalcor or a contractor in relation to the qualification of businesses, or the invitation, evaluation, acceptance, or rejection of bids or proposals for all contracts are final and not subject to dispute resolution, except for the following criteria.

Procurement of Works, Goods and Services

- Dispute resolution will come in effect if disputes are in relation to:
 - Nalcor or contractor's adherence to the contracting process;
 - Nalcor's requirement to make payment at the end of the construction period if target was not met;
 - Nalcor's determination of exceptional circumstances

Procurement of Works, Goods and Services

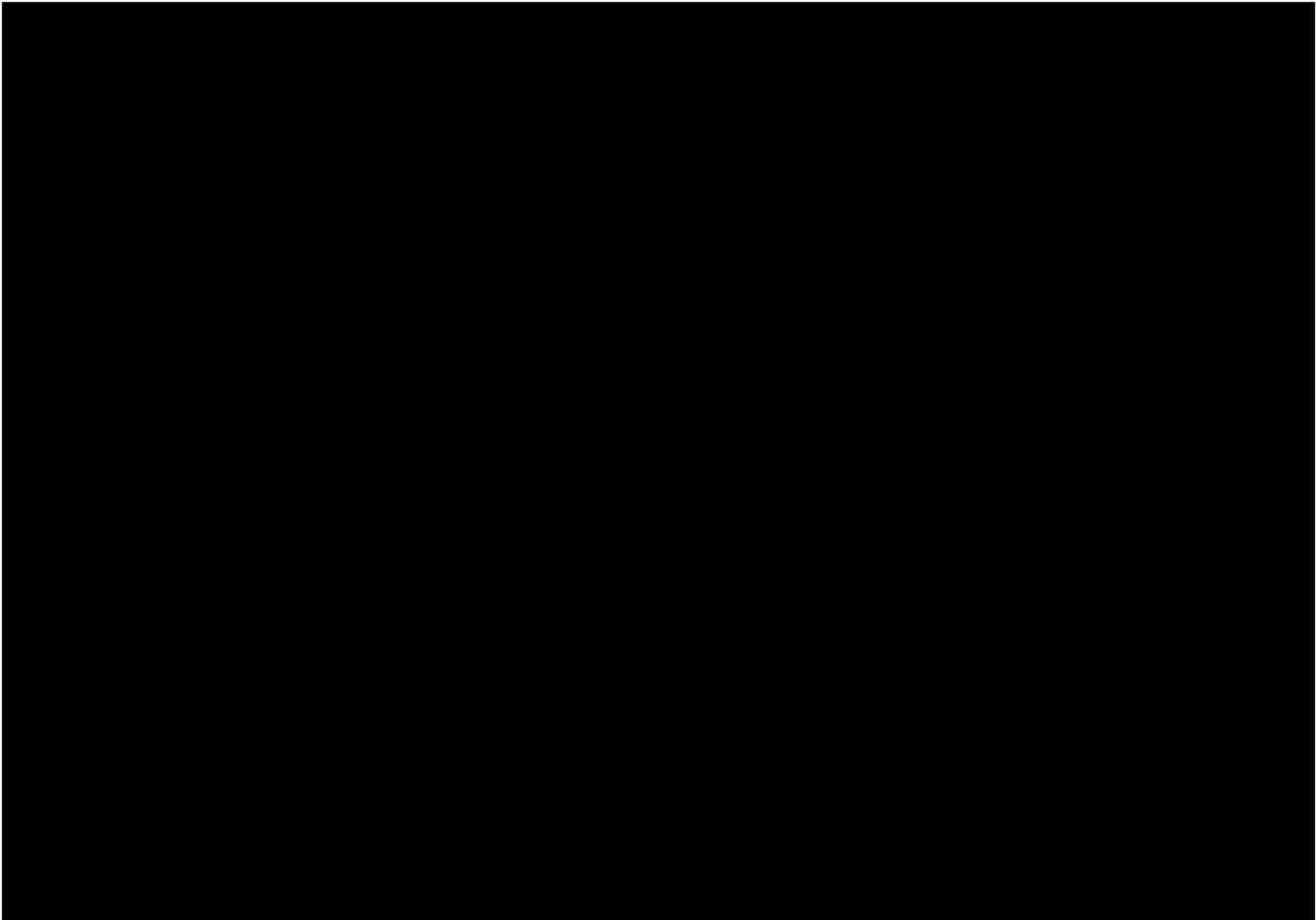
- Nalcor and contractors will specify in procurement documents that it reserves the right, at anytime during a contract, to take action to remedy non-compliance with respect to commitments to Innu content by contractor or sub-contractor.
- In event of non-compliance Nalcor will take appropriate action in consultation with Innu Nation.

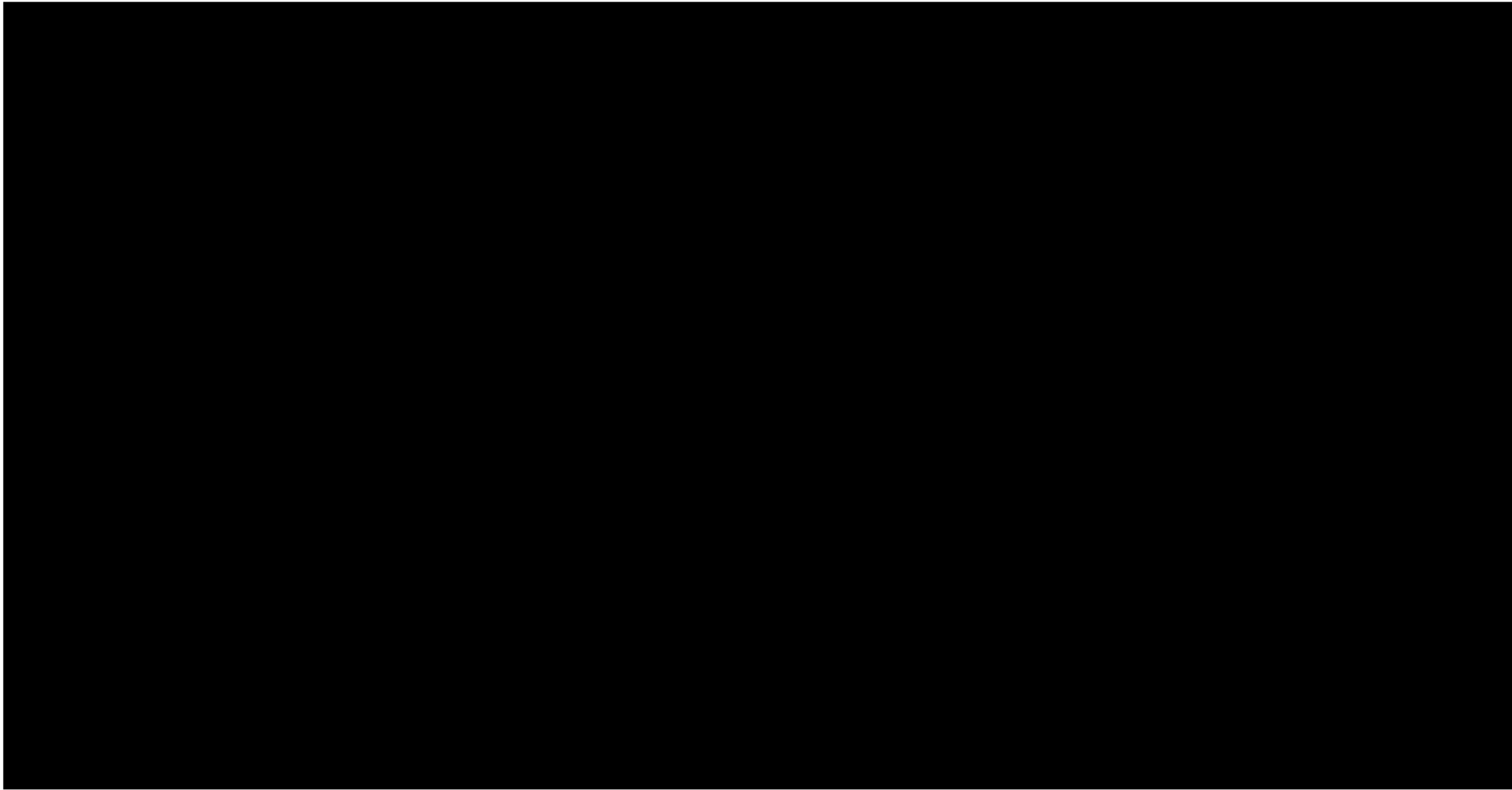
Qualification of Businesses

- All business, including Innu, must demonstrate that they are qualified for a contract based on the criteria outlined.
- Business Qualification criteria
 - Previous experience in performing contracts of a similar nature, including quality of work and adherence to schedule and budget;
 - Continuity of supply;
 - Timely performance;
 - Health, safety and environmental procedures and record; and
 - Quality management systems

Qualification of Businesses

- Business Qualification criteria – cont'd
 - Ability to provide the required goods or services, including the ability to supply and deliver the goods or services and provide any required follow-up services;
 - Previous experience working with Innu or other aboriginal people or businesses;
 - Qualifications, experience, and capabilities of personnel
 - Management structure;
 - Operational integration of the business partners;
 - Financial capacity;
 - Insurance and bonding;





Evaluation Criteria

- Evaluation criteria for all contracts
 - Ability to supply and deliver the specified works, goods or services;
 - Cost and schedule;
 - Qualification, experience and capabilities of personnel;
 - Quality of work and experience in similar contracts;
 - Timely performance and completion;
 - Commitment to provide Innu content;

Evaluation Criteria

- Evaluation criteria for all contracts, cont'd
 - Commitment to provide local and provincial benefits;
 - Financial capacity;
 - Insurance and bonding;
 - Any proposed sub-contractors;
 - Health, safety and environment record and requirements;
 - Quality management systems;
 - Management structure; and
 - Operational integration of the business partners.

Evaluation Criteria

- Nalcor or contractor will consult with Innu Nation regarding any additional proposed evaluation criteria. A decision will be communicated back to Innu Nation, who will then inform the IBDC and Innu Businesses of the additional criteria.

Evaluation Criteria

- Bids will require a detailed plan for Innu content.
- The weight given to Innu content in the evaluation process will vary depending on the specific contract.







First Bidding Opportunities for Innu Businesses

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- Qualified Innu businesses will have first opportunity to bid on the following contracts:
 - supply of camp accommodations;
 - catering, housekeeping and maintenance of camp accommodations;
 - ground transportation of construction personnel;
 - security services;
 - supply of temporary on-site communications hardware;
 - on-site medical services
 - air support services;

First Bidding Opportunities for Innu Businesses

CIMFP Exhibit P-02127

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- First bidding opportunities, cont'd
 - general industrial supplies;
 - safety supplies;
 - office supplies;
 - janitorial supplies;
 - access road construction and maintenance;
 - brush clearing for roads, campsites and laydown areas;
 - waste management;
 - hazardous waste storage and disposal; and
 - environmental monitoring.

First Bidding Opportunities for Innu Businesses

CIMFP Exhibit P-02127

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- Nalcor or contractor is exempt from giving Innu businesses first bidding opportunity for supply of temporary on-site communications hardware, general industrial supplies, safety supplies, office supplies and janitorial supplies if:
 - Nalcor made a purchase/agreement prior to IBA effective date; or
 - Contractor made a purchase/agreement that was in effect when it made a contract with Nalcor, provided it is not in conflict with a commitment the contractor made regarding Innu content.
- When the supply of prior purchased goods is exhausted or the contract expires (and not subject to automatic renewal) the new supply will be procured through the first bidding process.

First Bidding Opportunities for Innu Businesses

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- Nalcor and Innu nation will meet annually to review the first bidding opportunities list and consider to amend the list to:
 - Include additional types of works, goods or services; or
 - Withdraw types of works, goods or services that are no longer required for the project or where there are no qualified Innu businesses.

First Bidding Opportunities for Innu Businesses

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- In the event of exceptional circumstances where first bidding opportunity contracts are needed on a basis other than set out in Project scheduling, Nalcor or contractor, will not be required to follow the procurement process, but will be required to first invite bids from qualified Innu businesses.
- If a satisfactory contract can not be negotiated with an Innu business, a competitive bid process may be initiated.

First Bidding Opportunities for Innu Businesses

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- In the event that a contract was not successfully negotiated with an Innu business, Nalcor or contractor will meet with the unsuccessful Innu Business to explain the reasons why, if requested.

First Bidding Opportunities for Innu Businesses

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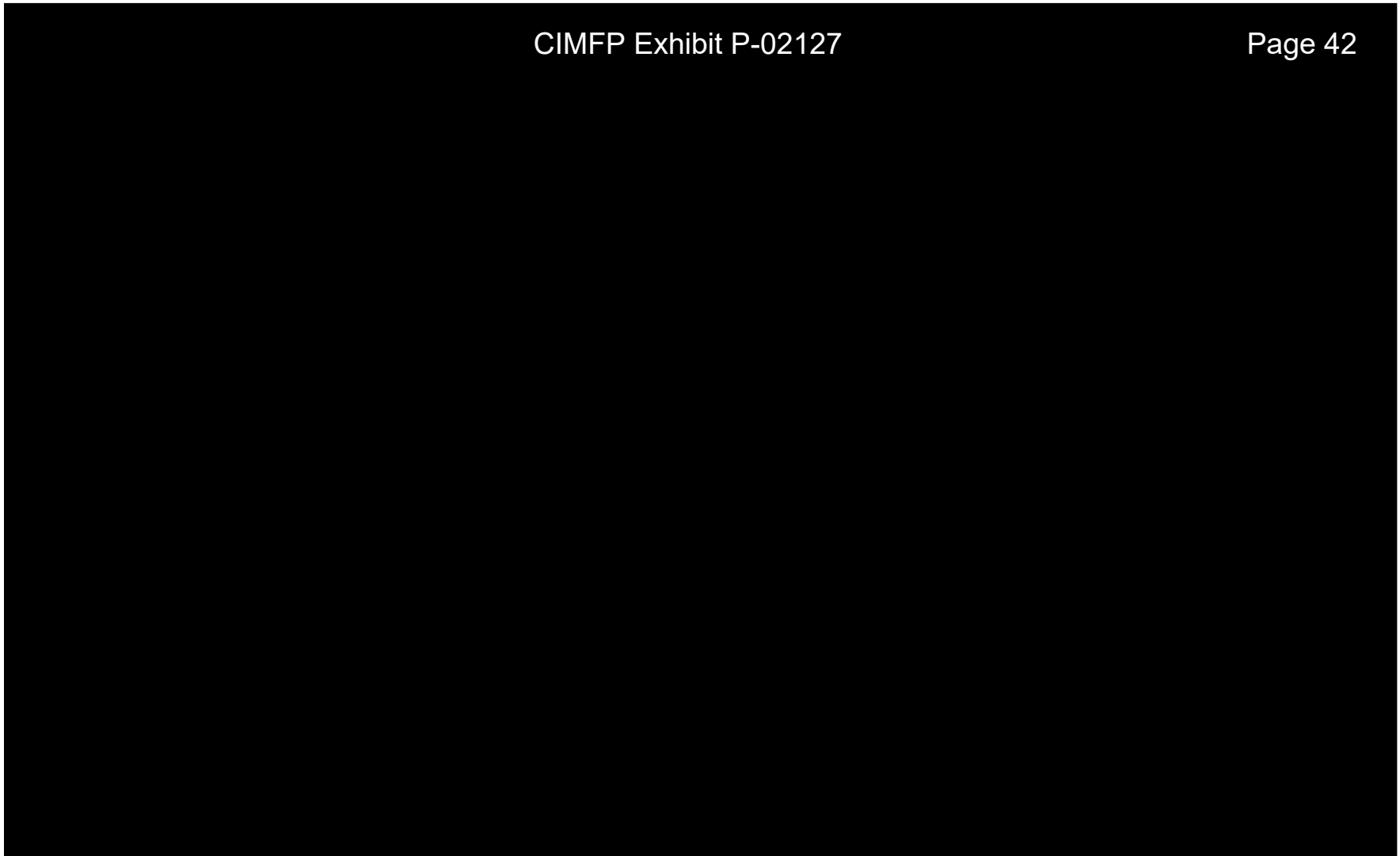
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- Nalcor will inform Innu Nation if an emergency contract has to be issued, where an immediate response does provide time for the normal procurement process.









Innu Business Registry

- Innu Nation will appoint an individual to be the Innu Business Registrar to establish and maintain the Innu Business Registry.
- The registry will contain all relevant documentation required by Innu Nation to determine if an Innu business should be in the registry.

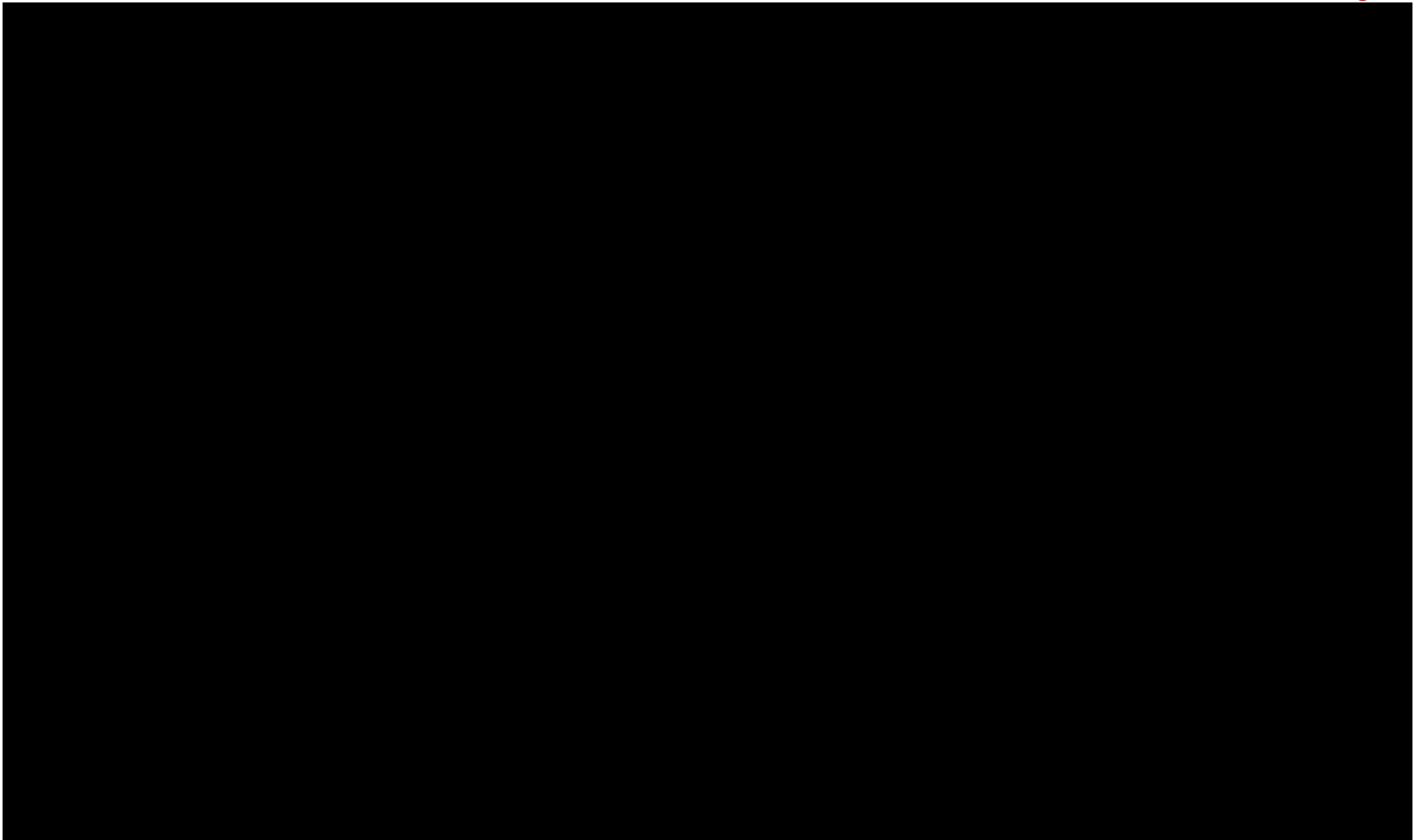
Innu Business Registry

- Documentation required for Innu Business Registry:
 - ownership, corporate structure and governance, including voting rights, list of directors, articles of incorporation, management structure, and management and supervisory positions;
 - a written commitment respecting employment of Innu;
 - the number of full-time and part-time Innu employees, if any;
 - the number of full-time and part-time non-Innu employees, if any;

Innu Business Registry

- Documentation required for Innu Business Registry, cont'd
 - information on any joint ventures or other business partnerships or arrangements including any management, partnership, joint venture, shareholder agreements or similar agreements;
 - business profile including the nature of the works, goods or services provided by the business; and
 - quantification of the business profits that will accrue to Innu.





Innu Business Registry

- The Innu Business Registry and associated documents will be available to Nalcor and the IBDC through Innu Nation
- The IBDC will make public a current listing of Innu businesses, including:
 - name and contact information
 - summary of works, goods or services provided by business

Innu Business Registry

- The IBDC will compile and maintain the following information on Innu businesses:
 - technical and financial capabilities, experiences, past performance, skills, personnel capacity and profiles, and references for the Innu Business;
 - insurance and bonding;
 - any collective bargaining agreements;
 - health, safety and environmental performance;
 - quality managements systems;
 - location of head office;
 - other information and Nalcor and Innu Nation agree may be necessary.

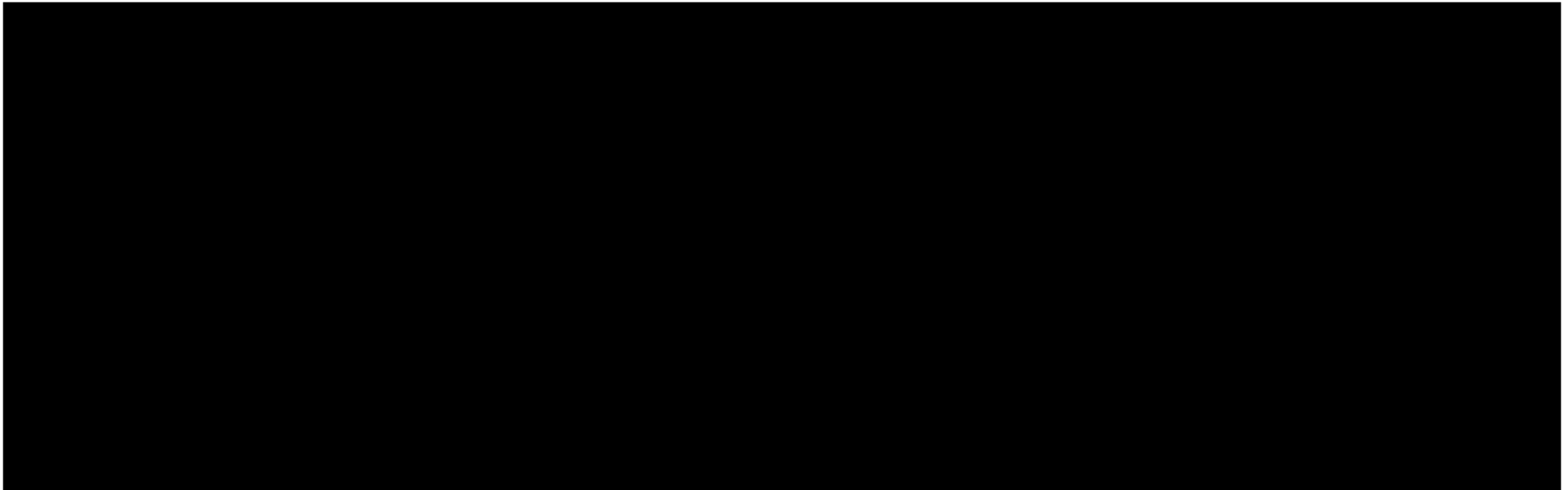


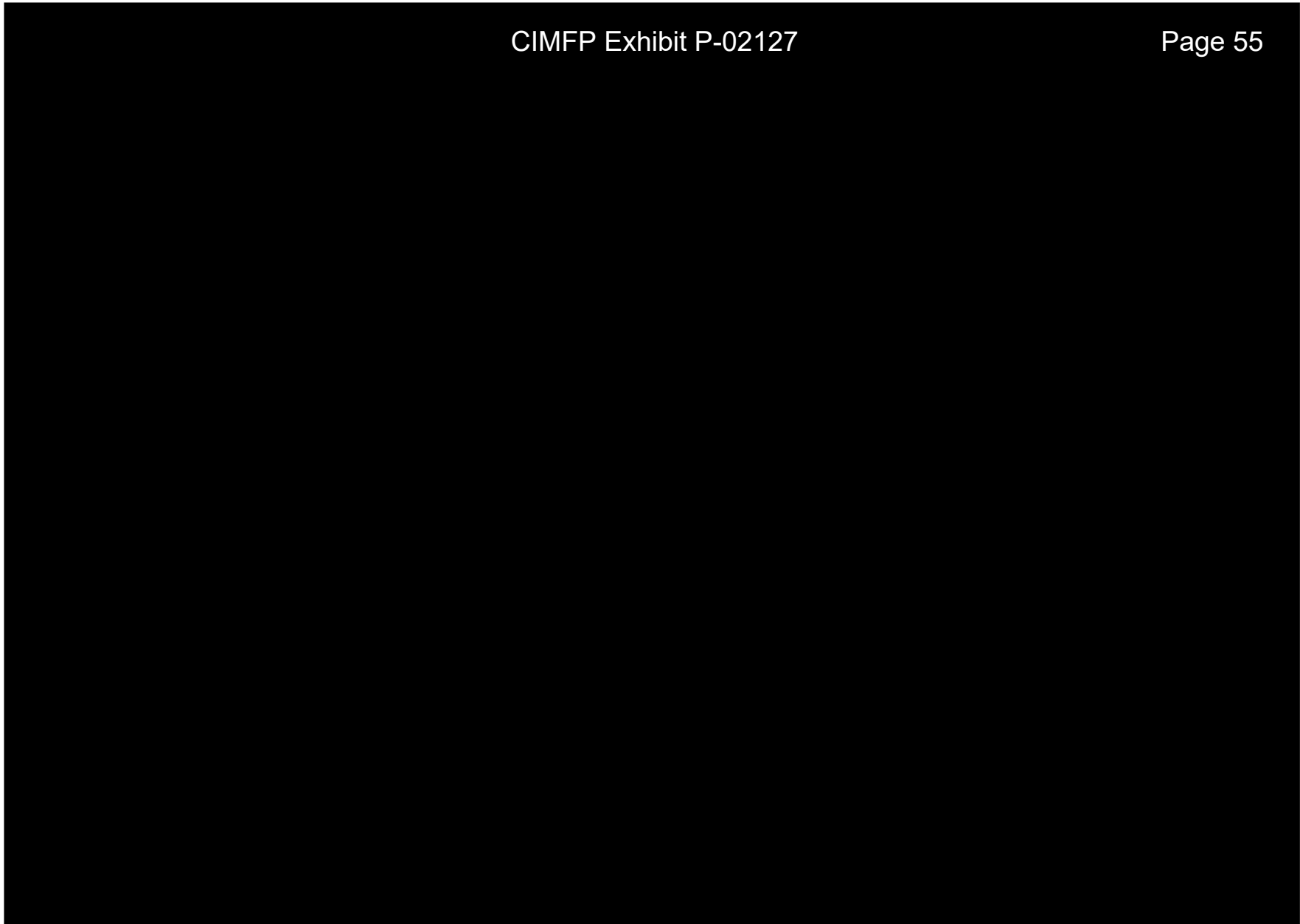




Implementation

- Nalcor and Innu Nation will meet annually to discuss progress towards the Innu business participation target.





Thank-you Questions

Lower Churchill Project

Lower Churchill Innu Impacts and Benefits Agreement History & Overview

November 2, 2011

Boundless Energy



Safety Moment – Moose Safety

- Moose collisions happen most often between the months of May through November
- Most collisions happen at dusk and during the night
- Scan the sides of the road and stay alert
- Be able to stop within the zone of your headlights
- Use high beams whenever possible
- Warn on coming traffic by flashing you headlights

Today's Presentation

- Innu of Labrador
- Labrador Innu Land Claims
- Labrador Innu and Lower Churchill Project
- Nalcor's Engagement with Labrador Innu
- History and Status of IBA Negotiations
- IBA Purpose and Rationale
- Overview of IBA
- Next Steps and Summary

Innu of Labrador

- Labrador Innu are organized into 2 First Nations (Bands) under Indian Act :
 - Sheshatshiu Innu First Nation (population 1375) - Sheshatshiu
 - Mushuau Innu First Nation (population 808) – Natuashish
- The Bands were registered under the Indian Act in 2002 and 2 reserves were established
- Both communities are represented in land rights, IBA negotiations, etc. by Innu Nation
 - Grand Chief – Joseph Riche
 - Deputy Grand Chief – George Rich

Labrador Innu Land Claims

- The Labrador Innu claim aboriginal rights and title to a significant portion of Labrador (230,000 km² or 70%), including the Lower Churchill Project area
- The Innu Nation land claim was accepted by the federal government for negotiation in 1978 and negotiations have been active since 1996.



Labrador Innu and Lower Churchill Project

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- Labrador Innu have asserted that their consent to the Lower Churchill Project is required as a precondition to the Project proceeding
- Consent of Labrador Innu depends on resolution of three distinct matters:
 - Lower Churchill Innu Impacts and Benefits Agreement (IBA)
 - Reparations for Upper Churchill Development
 - Land Claims

Nalcor's Engagement with Innu of Labrador

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- In recognition of the Labrador Innu interest in the Project area, Nalcor Energy has:
 - Consulted Innu Nation and the two First Nations on the Project through:
 - Joint Nalcor-Innu Nation Task Force
 - Innu Community Consultation Process
 - Negotiated Innu participation in and benefits from the Project
 - Impacts and Benefits Agreement (IBA) negotiations
- Under Process Agreements entered into between 2000 and December, 2007, Nalcor provided funding and established procedures for these processes

Task Force

- Joint technical working group to consult Innu on the environmental and engineering work
- Through the Task Force Innu were involved in:
 - The design and review of the technical studies
 - Preparation of the Generation EIS
 - Environmental policy and management
- Task Force dissolved in 2008
- Part-time Innu environmental monitor in place for field seasons
- Innu Traditional Knowledge Committee
 - Gathered information on Innu traditional knowledge for Generation EIS and Labrador-Island Link Project

Innu Community Consultation Process

- Innu-led Community Consultation process
- Objectives of Consultation Process
 - Inform Innu about the Project
 - Find out what Innu think about the Project
 - Communicate findings to Nalcor and Innu Nation (monthly reports)
- Nalcor funded a community consultation coordinator in Sheshatshiu and Natuashish to oversee the consultation process

History and Status of IBA Negotiations

- IBA negotiations between Nalcor and Innu Nation were conducted during previous Lower Churchill development attempts (1998-2002) but put on hold in 2002
- IBA negotiations resumed in January 2006
- Considerable progress made between 2006 and 2008 but issues associated with IBA financial benefits, land claims and Upper Churchill reparations remained outstanding
- September 26, 2008, the Province, Innu Nation and Nalcor signed the Tshash Petapen (New Dawn) Agreement, resolving major outstanding issues with respect to land claims, IBA and Upper Churchill redress
- Parties committed to finalizing the three agreements in a timely fashion

History and Status of IBA Negotiations (Continued)

CIMFP Exhibit P-02127

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- February 16, 2010, Province, Nalcor and Innu Nation initialed 3 agreements – Land Claims Agreement-in-Principle (AIP), the Upper Churchill Redress Agreement (UCRA) and the Lower Churchill Innu Impacts and Benefits Agreement (IBA)
- June 30, 2011, the three agreements referred to ratification by Innu of Labrador through a community referendum
- Innu vote overwhelmingly positive
- IBA and UCRA will become binding on signing – mid-November, 2011
- Treaty negotiations ongoing and should be concluded within next 2 – 3 years

IBA Purpose and Rationale

- IBAs are contracts between a proponent and an aboriginal group, to provide benefits and mitigate negative effects
- IBAs are a standard aspect of doing business in areas subject to aboriginal land claims (resolved and unresolved)
- Many precedents in the natural resources sector in Canada (esp. for mining and hydro development)
- Support of an aboriginal group for projects creates greater certainty and stability, and is key to managing Project risks

IBA Purpose and Rationale, Continued

- Establishes terms and conditions on which development may proceed
- An aspect of doing business – a way to secure community support for project and reduce uncertainty and risk
- A tool for community capacity building and economic development
- Ideally a ‘win-win’ for both parties because it advances the common interest in economic development

Overview of IBA

- In exchange for financial and other benefits, Labrador Innu agree not to assert aboriginal rights in the Project Area or interfere with the Project
- IBA payments and other benefits are full and final compensation in respect of any adverse environmental effects of the Project
- Nalcor retains complete decision making authority in relation to Project but must consult with Innu Nation as required by the IBA

Overview of IBA(Cont'd)

- Innu
 - Revenue stream from Project
 - Employment and Training Benefits
 - Business Opportunities
 - Participation in Environmental Management
- Nalcor
 - Certainty and stability for Project
 - Innu release all aboriginal claims in relation to the Project effects and provide an indemnity for Nalcor for any losses resulting from lawsuits by Innu

Significant IBA Terms

- Innu provide irrevocable release of aboriginal claims upon signing
- Project sanction and other significant Project decisions remain at discretion of Nalcor
- IBA will remain in effect throughout life of Project and applies to all elements of generation and transmission in Labrador
- IBA may only be terminated when Project is decommissioned or when Nalcor and Innu Nation agree to early termination
- Payment obligations under the IBA are suspended during an event of *force majeure* or when Nalcor management suspends Project

Employment and Training

- Innu employment participation objectives for qualified Innu
 - 10% of workforce during construction (non-binding)
 - [REDACTED]
- Nalcor to use every reasonable effort to include IBA employment commitments in collective agreements
- Nalcor will hire Innu Employment Training Coordinator to oversee achievement of employment guarantees and coordinate training and employment initiatives
- [REDACTED]
- [REDACTED]
- Nalcor will provide educational assistance, including post-secondary scholarships, summer employment and work terms

Workplace Policies and Conditions

- Nalcor will Consult with Innu Nation on the development, implementation and monitoring of Workplace Policies during construction and operations (e.g. alcohol consumption, harvesting in Project Area, signage)
- Nalcor and Innu Nation will work together to promote Innu gender equality
- Nalcor/Contractor to provide support for Innu culture
 - Innu entitled to up to 14 days unpaid cultural leave
 - Job flexibility
 - Innu counseling services
 - Provision of country foods
- Innu Employee Advisory Committee

Business Opportunities

- Qualified Innu Businesses will have first bid opportunity on 16 categories of contracting opportunities
- [REDACTED]
- [REDACTED]
- [REDACTED]
- All bids are subject to safety, quality, commercial and credit criteria
- Innu Content is a mandatory criterion in all bid evaluation
- Innu Business Participation Target
 - \$266,000,000 for Gull Island construction
 - \$134,000,000 for Muskrat Falls construction
 - Penalty of 5% of difference between actual expenditures and target if targets is not achieved -- maximum \$20M penalty

Financial Benefits

- Project Sanction to 10 years after Project Sanction
 - \$5 million annual payment (indexed)
- At First Commercial Power
 - [REDACTED]
 - [REDACTED]
- Floor payment beyond 10 years after Project Sanction
 - Year 10 annual payment (non indexed from this point)
- [REDACTED]
 - [REDACTED]

Environmental Management

- Innu will be consulted by Nalcor Energy with respect to environmental protection measures
- Joint Nalcor-Innu environmental management committee (EMC) is responsible for reviewing:
 - environmental policies
 - environmental management system
 - Innu traditional knowledge
- EMC may make binding recommendations on terms and conditions of all major permit applications
- On-site Innu environmental monitors

Implementation and Dispute Resolution

CIMFP Exhibit P-02127

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- A joint Innu-Nalcor committee will develop an implementation plan and oversee implementation of the IBA
- IBA disputes will be resolved by progressive dispute resolution process:
 - Informal discussions
 - Mediation
 - Binding arbitration
 - No further right of appeal to court

Next Steps

- Sign final Province/Nalcor/Innu agreements in November/December, 2011
- Structure the way forward to ensure timely sanction of Lower Churchill Project and implementation of the IBA

Summary

- Nalcor and Innu Nation are building a relationship based on mutual respect and cooperation
- Continued Labrador Innu support for Lower Churchill Project is important in the management of Project risks
- Nalcor staff will continue to work effectively with Labrador Innu to ensure successful implementation of IBA

Thank-you

