

COOPERATION AGREEMENT RESPECTING THE GIANT MINE REMEDIATION PROJECT

Dated for reference as of August 13 , 2025

Between

HIS MAJESTY THE KING IN RIGHT OF CANADA,
AS REPRESENTED BY THE MINISTER OF NORTHERN AFFAIRS (referred to as "**Canada**")

And

THE GOVERNMENT OF NORTHWEST TERRITORIES,
AS REPRESENTED BY THE MINISTER OF ENVIRONMENT AND CLIMATE CHANGE (referred to as
"**GNWT**")

(collectively, the "**Parties**" and individually, "**Party**")

RECITALS

- A. Canada and GNWT recognize that the remediation of the former Giant Mine Site is a priority for the public;
- B. Canada and GNWT intend to work together to ensure that the Site is managed to protect human health, safety and the environment, and have agreed to cooperate and coordinate actions to achieve the cost-effective and timely remediation of the Site;
- C. Canada and GNWT have agreed to act as co-proponents of a project involving the care and maintenance and remediation of the Site, and have established a Giant Mine Remediation Project Team under the management of Canada;
- D. Canada and the GNWT submitted a Development Assessment Report for the Giant Mine Remediation Project to the Mackenzie Valley Environmental Impact Review Board, which issued its report of environmental assessment on June 20, 2013.
- E. The environmental assessment of the Giant Mine Remediation Project culminated in an approval by the federal and territorial responsible ministers under s. 130(1)(b)(i) of the *Mackenzie Valley Resource Management Act* (Canada) on August 11, 2014;
- F. Canada and the GNWT are Parties to the *Giant Mine Remediation Project Environmental Agreement* dated June 9th, 2015, which creates an independent oversight body for the Giant Mine Remediation Project;
- G. Canada and the GNWT and the City of Yellowknife are Parties to the *Agreement on the Use and Occupancy of Lands at the Giant Mine Town Site for the Giant Mine Remediation Project* dated September 28th, 2020 (the "**Access Agreement**");

H. Canada and the GNWT have secured the regulatory approvals necessary to advance the Giant Mine Remediation Project, including:

- (a) a Type A Water Licence and Land Use Permit issued by the Mackenzie Valley Land and Water Board; and
- (b) a Fisheries Authorization Approval from Fisheries and Oceans Canada under the *Fisheries Act* (Canada).

Therefore, in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto agree as follows:

INTERPRETATION

1. For the purposes of this Agreement, the following words have the meanings ascribed to them below:

"Agreement" means this agreement, and the expressions "hereof", "herein" and similar expressions refer to this agreement.

"Approved Closure and Reclamation Plan" means the remediation plan for the Site which ultimately receives all necessary regulatory approvals and final government decisions to finance and proceed with the remediation of the Site.

"Giant Mine Remediation Project" means the care and maintenance of the site and the implementation of the Approved Closure and Reclamation Plan and all ancillary activities related thereto.

"Giant Mine Remediation Project Team" means the employees of Canada and the GNWT responsible for the matters set out in section 19.

"Project Management Costs" means direct costs incurred properly and reasonably by the GNWT for services and goods that are necessary for the care and maintenance of the Site, work associated with the development or implementation of the Approved Closure and Reclamation Plan, or other work agreed to by the Senior Project Committee as constituting Project Management Costs. For the purposes of this definition, services may include surveying, engineering, testing and management services. Project Management Costs may include GNWT employee wages and benefits or overhead costs and administrative costs incurred by the GNWT in relation to services delivered directly by permanent employees of the GNWT or a corporation owned and controlled by the GNWT.

"Senior Project Committee" means the Giant Mine Remediation Project oversight committee, reporting to the Minister (or designate) of each respective government as a forum for Canada and the GNWT to co-operate in the administration of the Agreement.

"Site" means the area comprised by Reserve R662T, a reservation under the *Commissioner's Lands Act* (Northwest Territories), as that Reserve may be modified from time-to-time, the area commonly referred to as the Giant Mine "town-site", and the area of historic tailings deposition along the shore of north Yellowknife Bay.

EXTENDED MEANINGS

2. Words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders.

HEADINGS

3. The division of this Agreement into articles and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement.

SCOPE OF APPLICATION AND LIMITATIONS

4. This Agreement applies to the Giant Mine Remediation Project and to the relationship, interactions, and roles and responsibilities of the Parties as co-proponents in relation to the Giant Mine Remediation Project.
5. The Parties to this Agreement are also parties to the *Northwest Territories Lands and Resources Devolution Agreement*, made on June 25, 2013 (the "**Devolution Agreement**"). Though nothing in this Agreement is intended to affect the Parties' respective rights or responsibilities as described in the Devolution Agreement, in the event of a conflict this Agreement applies over the Devolution Agreement.
6. This Agreement does not transfer liabilities that each Party otherwise may have with respect to the Site or that may arise due to any act or omission on the part of either Party in carrying out the Giant Mine Remediation Project.
7. This Agreement covers the Giant Mine Remediation Project only and is not intended in any way to establish a precedent for any other mine site in the Northwest Territories.

PURPOSE OF AGREEMENT AND PARTIES' OBJECTIVES

8. This Agreement replaces the *Cooperation Agreement Respecting the Giant Mine Remediation Project* made between the Parties as of March 15, 2015.
9. The purpose of this Agreement is to create an updated framework for the Parties to act as co-proponents of the Giant Mine Remediation Project.
10. The Parties agree to continue to pursue the objectives of the Giant Mine Remediation Project, including to:

- (a) Minimize public and worker health and safety risks;
 - (b) Minimize the release of contaminants from the Site into the environment;
 - (c) Remediate the Site in a way that inspires public trust; and
- (d) Implement an approach that is cost-effective and robust over the long term.

APPROVED CLOSURE AND RECLAMATION PLAN

11. The Parties agree to remediate the site in accordance with the Approved Closure and Reclamation Plan.

PERMITS, AUTHORIZATIONS AND REGULATORY REQUIREMENTS

12. As co-proponents, in accordance with their respective roles and responsibilities, both Parties agree to cooperate in the development of regulatory applications and to secure the required permits, authorizations and other approvals (including, on request of a Party, internal controls and financial approvals) required for the Approved Closure and Remediation Plan.
13. The coordination of remediation activities does not reduce the Parties' obligation to comply with all applicable laws and permitting requirements, nor does it fetter any future decision-making responsibilities that a Minister may have in implementing this Agreement pursuant to subsequent regulatory applications.

SENIOR PROJECT COMMITTEE

14. The Parties agree to maintain the previously established Senior Project Committee.
15. Canada's member of the Senior Project Committee shall be the Executive Director of the Northern Contaminated Sites Branch, Crown-Indigenous Relations and Northern Affairs Canada, or the holder of a successor office responsible for the subject matter of this Agreement.
16. The GNWT's member of the Senior Project Committee shall be the Assistant Deputy Minister, Environmental Management, Monitoring and Climate Change, Department of Environment and Climate Change, or the holder of an equivalent office responsible for the subject matter of this Agreement.
17. The Parties agree to follow the Senior Project Committee Terms of Reference, as may be amended from time to time.
18. The Senior Project Committee members from each government are responsible for liaison with such other departments and agencies within their respective governments as may be appropriate for the purposes of this Agreement.

GIANT MINE REMEDIATION PROJECT TEAM

19. The Giant Mine Remediation Project Team is responsible for:
- (a) implementing the Approved Closure and Reclamation Plan;
 - (b) continuing to participate in the regulatory approval processes in accordance with the approved water license, land use permit, and fisheries authorization approval;
 - (c) managing the care and maintenance and remediation activities undertaken at the Site;
 - (d) briefing the senior managers and ministers of both governments as required;
 - (e) preparing plans for emergency response activities due to extraordinary events that may occur at the Site; and
 - (f) addressing any other matter that may arise in carrying out the terms of this Agreement.

SUPPORT FOR PROJECT

20. As co-proponents, the Parties will actively support the Giant Mine Remediation Project, deal with issues related to the project, and assist the Giant Mine Remediation Project Team with external relations, stakeholder and community engagement, and will represent the project in appropriate forums.

INFORMATION SHARING

21. The Parties agree to share relevant information and records specific to the Giant Mine Remediation Project, to the fullest extent possible within their discretion under the relevant access to information laws, subject only to the express exclusions under those legislative provisions.

ROLES AND RESPONSIBILITIES

Human resources and other Contributions

22. The GNWT will contribute to the Giant Mine Remediation Project Team the following, all of which are Project Management Costs:
- (a) at least one full time GNWT employee position, with functions identified by the Giant Mine Remediation Project Team; and
 - (b) additional goods and services falling within the definition of Project Management Costs as may be agreed to by the Senior Project Committee.
23. Subject to section 29, the parties agree that the total financial contribution of the GNWT to the Giant Mine Remediation Project, including all financial contributions made pursuant to the previous Cooperation Agreements Respecting the Giant Mine

Remediation Project made between the parties as of March 15, 2005, shall not exceed \$23 million.

24. In addition to the contributions required by section 22 of this Agreement and for the purpose of reducing overall project costs, the GNWT will use reasonable efforts to contribute, at no cost to Canada, a variety of in-kind services including but not limited to regulatory application preparation, project management, monitoring, or technical activities. This may be achieved by the secondment, interchange, or other form of short-, term, medium-term, or long-term assignment of appropriate staff.
25. Each Party will be responsible for its own personnel and internal costs related to its involvement in the Giant Mine Remediation Project.

Funding the Oversight Body

26. Canada agrees to fund the independent oversight body established pursuant to the *Giant Mine Remediation Project Environmental Agreement* dated June 9th, 2015.

Project Delivery

27. Canada acknowledges that it has the lead role and primary responsibility for the delivery of the Giant Mine Remediation Project.

Arsenic Trioxide

28. Canada acknowledges long-term responsibility for the arsenic trioxide dust stored underground at the Site.

Use and Occupancy of Lands and Other Property

29. Subject to and in accordance with the Access Agreement, as may be amended or extended from time to time, and any applicable permitting requirements:
 - a) the GNWT agrees to provide to Canada unrestricted surface access to and occupancy of the Site for the purposes of the Giant Mine Remediation Project, at no cost to Canada;
 - b) use of borrow materials located on the Site; at no cost to Canada; and
 - c) if there are any fees, royalties, or other charges payable to the GNWT for required permits or the borrow materials, such costs are at the expense of the GNWT.
30. Subject to and in accordance with the Access Agreement, as may be amended or extended from time to time, and provided it is for the purposes of the Giant Mine Remediation Project:
 - (a) Canada has the unrestricted right to use, sell and retain the proceeds, or dispose of any buildings, fixtures, chattels or other property wherever situated on the Site, free of charge or cost to Canada; and

(b) Canada has the unrestricted right to alter lands, and erect buildings and other infrastructure anywhere at the Site, free of charge or cost to Canada.

31. Subject to and in accordance with the Access Agreement, as may be amended or extended from time to time, the GNWT shall use best efforts to remove, limit, or otherwise address any legal obligation to a third-party that could impair Canada's unlimited exercise of the rights in section 29, and to enable Canada to carry out the Giant Mine Remediation Project without third-party interference.

COMMUNICATIONS PROTOCOL

32. The Parties agree to abide by the protocol for internal communications in relation to the Giant Mine Remediation Project.

COMMUNITY ENGAGEMENT

33. The Parties agree to:

(a) work cooperatively with respect to engagement with the City of Yellowknife and other persons and organizations concerning the Giant Mine Remediation Project and the activities occurring at the Site; and

(b) respect and incorporate Aboriginal rights, Indigenous perspectives, and traditional knowledge, through ongoing engagement and collaboration with Indigenous governments and organizations, including, but not limited to, advancing Indigenous participation in the Giant Mine Remediation Project by supporting training, employment, and procurement opportunities consistent with the commitments in existing agreements.

DISPUTE RESOLUTION

34. In the event of a dispute between the Parties arising out of this Agreement, the Parties agree to explore resolution through negotiation or other appropriate dispute resolution procedures before resorting to litigation.

ECONOMIC DEVELOPMENT

35. Both Parties agree to maximize northern economic development opportunities in carrying out the Giant Mine Remediation Project, subject to the policies and legislation of each Party.

DESIGNATED CONTACTS AND CORRESPONDENCE

36. As contact persons:

- a) GNWT designates the Assistant Deputy Minister of Environment and Climate Change as its contact person under the Agreement.
 - b) Canada designates the Executive Director, Northern Contaminated Sites Branch, Crown Indigenous Relations and Northern Affairs Canada as its contact person under this Agreement.
37. All correspondence to GNWT concerning this Agreement shall be sent to:
Assistant Deputy Minister Environmental Management, Monitoring and Climate Change, Environment and Climate Change, Government of Northwest Territories Scotia Centre, 6th Floor P.O. Box 1320, Yellowknife, NT X1A 2L9
38. All correspondence to Canada concerning this Agreement shall be sent to:
Executive Director Northern Contaminated Sites Branch Crown-Indigenous Relations and Northern Affairs Canada OTTAWA, ON K1A 0H
39. Either Party may give notice in writing of a change in designated contact person, or a change in their contact information.

GENERAL PROVISIONS

Severability

40. Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions hereof which shall be deemed severable from any such prohibited or unenforceable provision and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Entire Agreement

41. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all previous relevant negotiations, communications and other agreements, whether written or oral, between the Parties. In entering into this Agreement, neither Party is relying on any representations other than those contained in this Agreement.

Modifications

42. No amendment of this Agreement will be effective unless it is in writing and signed by both Parties.

Force Majeure

43. In the event that either Party is prevented from complying in a timely manner with any time limit posed in this Agreement solely because of a strike, fire, flood, act of God, or

other circumstances beyond its control and which by the exercise of all reasonable diligence, is unable to prevent, then either Party may request an extension of time or seek other modifications to the Agreement from the other.

Members of House of Commons Not to Benefit

44. As required by the *Parliament of Canada Act* (Canada), it is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

Not a Partnership or Joint Venture

45. Nothing contained in this Agreement shall be deemed to constitute the Parties as partners, joint venturers or principal and agent.

Financial Administration Act (Northwest Territories)

46. In compliance with Section 97 of the *Financial Administration Act* (Northwest Territories), it is a statutory condition of this Agreement that an expenditure pursuant to the Agreement will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under this Agreement.

Financial Administration Act (Canada)

47. In compliance with Section 40 of the *Financial Administration Act* (Canada), it is a statutory condition of this Agreement that payments by Canada under this Agreement are subject to there being appropriation for the particular service for the fiscal year in which any commitment under this Agreement would come in the course of payment.

Official Languages Act (Canada)

48. This Agreement must be made in both of Canada's official languages, and the two versions of the Agreement are equally authoritative in accordance with paragraph 10(2)(b) of the *Official Languages Act* (Canada).

Further Assurances

49. The Parties undertake to provide and enter into such further and other documents or agreements as may be necessary to give effect to the terms of this Agreement.

Governing Law

50. This Agreement is governed by and is to be construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable therein.

Counterparts and Electronic Signature

51. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

TERM OF AGREEMENT

52. This Agreement will be effective once both Parties have signed it and remains in force for ten years, unless terminated by the written agreement of both Parties prior to this date.
53. No later than nine years after the effective date of this Agreement, the Parties shall meet to discuss the renewal or amendment of this Agreement, including the possibility that the term of the Agreement will be extended.

SIGNATURES

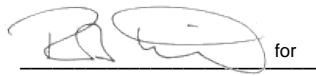
The undersigned have the authority to make this Agreement on behalf of the Parties.

On behalf of GNWT

On behalf of Canada



Robert Jenkins
Deputy Minister
Environment and Climate Change

 for

Valerie Gideon
Deputy Minister
Crown-Indigenous Relations and Northern Affairs Canada