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# CBA COMMITTEE TERMS OF REFERENCE

## 1 Background

Victoria Gold Corp. (Victoria) has proposed the Eagle Gold Project (the Project) in central Yukon Territory, Canada. The Eagle Gold property is located in the Mayo Mining District approximately 85km north-northeast of the village of Mayo, in the Traditional Territory of the First Nation of Na Cho Nyak Dun (FNNND).

Victoria and FNNND signed a Comprehensive Cooperation and Benefits Agreement (CBA) made on the 17 day of October, 2011. As stated in the CBA, clause 1 (i-v), the objectives of the CBA are:

- *to foster a cooperative and respectful relationship between the FNNND and Victoria's exploration activities for the Project;*
- *provide FNNND and Na Cho Nyak Dun citizens business and employment opportunities related to the Project;*
- *establish roles in environmental monitoring by the FNNND;*
- *set out financial provisions for FNNND to participate in opportunities and benefits related to the Project; and,*
- *establish a communication forum for Victoria and FNNND to discuss and resolves matters/issues related to the Project and the CBA.*

By way of agreement between Victoria and FNNND, a CBA Committee is to be established in order to facilitate communication and consultation throughout the Eagle Gold Project (the Project) life cycle, particularly in relation to socio-economic effects of the Project.

On September 12, 2012 Victoria and FNNND signed a second agreement, the Category B Lands Access and Exploration Agreement. It is the intent of Victoria and FNNND to implement the second agreement through the positions established in the Dublin Gulch CBA. Those positions include; NND Liaison, Victoria Liaison, NND Environmental Monitor and the CBA Committee.

For purposes of this document all references to the CBA committee are extracted from the Dublin Gulch CBA. It is understood that the CBA Committee will also be responsible for monitoring the implementation of the Category B lands Access and Exploration Agreement.

The following outlines the Terms of Reference for the CBA Committee.

## 2 Scope and Purpose of CBA Committee

### **As outlined in the CBA, Schedule F, clause 1:**

*The CBA Committee is to facilitate ongoing communication and consultation during the Life of the Project, particularly in relation to on-going socio-economic effects from the Project. The Parties agree to establish a committee to oversee and foster the implementation of this Agreement (the "CBA Committee").*

### 3 Committee Composition

**As outlined in the CBA, Schedule F, clause 2 (a):**

*The CBA Committee will be composed of up to four consisting of up to two representatives from each of the FNNND and of Victoria.*

The FNNND shall be responsible for appointing two members to the Committee, and Victoria shall be responsible for appointing two members to the Committee. Criteria for appointments:

- In the case of Victoria, the appointment does not necessarily need to be an employee of the company;
- In the case of FNNND, the appointment does not necessarily need to be an employee of FNNND, nor a citizen of FNNND;
- Each agency is responsible to ensuring that their representatives are aware of the time commitment, and are able to commit to the requirements of participating on the CBA Committee;
- Each agency may appoint one alternate CBA Committee member who will attend meetings when the representative is not available. This will ensure meetings are not cancelled due to lack of quorum and that scheduled meetings proceed ;
- If any committee member fails to attend three (3) meetings in one calendar year or two (2) consecutive meetings they are to be replaced by their respective organizations.
- Each agency is responsible for ensuring their alternate CBA Committee member is properly prepared to participate in meetings; and
- The Parties shall strive to appoint members and alternates who are familiar with mining, and/or familiar with the the First Nation of Nacho Nyak Dun and the Village of Mayo.

The terms of each member shall be two years in duration. For the initial appointment, as of April 1<sup>st</sup> 2012, one member from each appointing agency shall serve a three year term in order to stagger terms so that the CBA Committee does not have an entire new membership at once. Terms can be extended for one year at any point in order to achieve this goal. After the three year term has been completed each appointing agency may reappoint the same representative to the CBA committee if that committee member has adequately fulfilled their responsibilities.

At any time either Victoria or FNNND may remove their representatives for any reason. If the CBA Committee feels that a member needs to be removed they shall present the reason with justification to the appropriate appointing agency.

Any three of the four members of the committee shall be considered quorum for purposes of holding a meeting. Committee members may participate in meetings via conference call or video conference call.

**Ad Hoc Participation:**

Representatives from other agencies outside the FNNND and Victoria (such as the Village of Mayo, Government of Yukon) may be invited to participate in meetings as necessary. These invitations would be in the event of the need to discuss socio-economic effects of the project that are beyond the authority of either FNNND or Victoria, such as impacts on the Health Centre.

These invitations must be agreed to by at least two members of the CBA Committee. These representatives can participate in meeting agendas either partially or entirely depending on the topics to be discussed.

## 4 Roles and Responsibilities

### **As outlined in the CBA, Schedule F, clause 2 (b-f):**

*The CBA Committee will:*

- a. *Mitigate Project-related socio-economic effects by providing a mechanism through which NND can provide direct feedback and recommendations to address Project effects in the NND community,*
- b. *Provide an on-going forum for communication and co-operative measures for optimizing NND participation levels in the Project,*
- c. *Identify and develop strategies and methods to fulfill all aspects of this Agreement;*
- d. *Taking into account information provided by the Liaisons, representatives of the Nacho Nyak Dun Development Corporation and NND technical staff:*
  - i. *advise Victoria and the NND of the capacity of NND Citizens and NND Businesses to perform work or supply goods and services for the Project;*
  - ii. *develop strategies to optimize NND employment and business contracts related to the Project and identify measures to achieve those targets;*
  - iii. *review and provide advice to Victoria and NND Businesses on Victoria's general procurement procedures;*
- e. *Hold an annual meeting, together with representatives of NND Council and senior management of Victoria responsible for the Project; and*
- f. *Prepare annual report concerning the results to implement the terms of this Agreement, including feedback received from all sources, evaluation of the effectiveness of measures implemented, and recommendations for improvement.*

### **As outlined in the CBA, Schedule F, clause 3:**

*Throughout the Project life cycle, the CBA Committee will review annual data reports and issues associated with implementation of this Agreement brought forward by the Liaisons and act to monitor Victoria and its contractors in performing obligations regarding NND employment and NND contracting opportunities.*

The CBA committee shall monitor, through the reports of the liaisons, the socio-economic effects of the projects that rest within the authority of the two signatory agencies only (i.e. the FNNND and Victoria Gold). In the event of effects which rest within the authority of another agency, such as the Yukon Government, or the Village of Mayo, the CBA committee may report on these tangentially but are not responsible for recommending monitoring or mitigation measures to either of the signatory agencies. If the CBA Committee determines that socio-economic effects as identified in the Eagle Gold Project: Project Proposal for Executive Committee Review Pursuant to the Yukon Environmental and Socio-Economic Assessment Act (December 2010) which are outside the authority of the FNNND and Victoria

Gold need to be monitored and or mitigated, then they shall present that rationale to the signatory agencies and the signatory agencies may seek additional funding and or support from the responsible agency.

#### **CBA Committee Chair**

The members of the CBA Committee may self-appoint a Chair. If the CBA Committee members decide to appoint a Chair the position shall be for a one year term. The role of the chair is to call and chair meetings, and act as a point contact person for the CBA Committee as a whole. The Chair shall not speak publically on behalf of the committee as a whole.

#### **Support Staff**

The NND Liaison and Victoria Liaison are employees of their respective organizations. However the CBA Committee shall be used as a vehicle to support and guide the work of the Liaisons in order to ensure that the overall objectives of the CBA are being met.

For greater clarity the CBA outlines the following with respect to the Liaison positions:

#### **NND Liaison**

The NND will employ a Liaison who will act as the link between the NND Council and Victoria. The role of the NND Liaison is outlined in the CBA, Schedule F, clauses 6-9. Funding for the NND Liaison is outlined in the CBA Schedule F, clause 1.b. The NND Liaison will attend CBA Committee meetings and in conjunction with the Victoria Liaison, provide updates on the status of the implementation of the CBA to the CBA Committee.

#### **Victoria Liaison**

Victoria will hire a Liaison who will act as the link between Victoria and the NND Council. As well the Victoria Liaison act as the Secretariat to the CBA Committee and will be responsible for the circulation of meeting minutes and all other logistical arrangements required to organize the CBA Committee meetings. The role of the Victoria Liaison is outlined in the CBA, Schedule F, clauses 10-13.

## **5 Communications and Meetings**

#### **As outlined in the CBA, Schedule F, clause 4:**

*The CBA Committee will meet quarterly and the Parties will ensure the locations of the CBA Committee's meetings alternate between Mayo and the Project Site.*

Quarterly meetings will be scheduled to fall as close as possible to the first day of each quarter (i.e. April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, and January 1<sup>st</sup>). The CBA Committee will establish the meeting schedule at their first meeting.

#### **Outside Participants**

As noted above the CBA Committee can determine if there is a need to invite representatives of other agencies to any quarterly or the annual meeting.

### **Annual Meeting:**

#### **As outlined in the CBA, Schedule F, clause 2(f):**

*The CBA Committee will hold an annual meeting, together with representatives of NND Council and senior management of Victoria responsible for the Project.*

This annual meeting shall be held in April, the date to be determined by the CBA Committee.

## **6 Funding /Financial Considerations**

### **Funding for NND Liaison, Environmental Monitor and NND CBA Committee Representatives**

In consideration for the commitments set out in the CBA Victoria agrees to make an annual payment to the NND as outlined in Schedule E, clause 1

### **CBA Committee Annual Implementation Work-plan and Budget**

The NND and Victoria Liaisons shall work together to develop an annual implementation work-plan and budget that identifies how these funds will be spent and tracked. The annual Implementation work-plan and budget shall be approved by the CBA Committee at their first meeting of the fiscal year (April). The NND will provide Victoria financial reports to track expenditures of the annual payment. Victoria will fund the production, publication and distribution of the CBA annual report.

### **Funding for Victoria Liaison and Outside Participants**

Victoria's Liaison and Victoria CBA Committee representatives will submit their expenses directly to the company. Funding of outside participants expenses must be approved of by Victoria.

### **Budgetary Disagreement**

Victoria has all final decision making authority over any budgetary disagreement.

## **7 Confidentiality**

All members of the CBA Committee shall sign and be bound by a confidentiality agreement (see template attached as Appendix 1). No members of the CBA Committee shall speak about anything that is learned through the course of their participation in the CBA Committee to a member of the media. The CBA Committee members do not speak on behalf of the FNNND or Victoria in any of their dealings with the public.

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## Appendix 1: Confidentiality Agreement Template

### Confidentially Agreement For

#### Comprehensive Cooperation Benefit Agreement (CBA) Committee Members and Liaisons

As a member of the CBA Committee or Liaison working with the CBA Committee I may receive personal, privileged and / or confidential information, either orally or in writing, concerning Victoria Gold Corp. and /or First Nation of Na Cho Nyak Dun operations, personnel, or other individuals and organizations associated with Victoria Gold Corp. and the First Nation of Na Cho Nyak Dun.

- 1) I agree that any information that has been disclosed to me as “confidential” will remain in the strictest confidence.
- 2) I agree not to publicize any confidential information orally or by written word or any other medium of communication.
- 3) I agree not to talk to the media or to speak publically in my capacity as a CBA Committee member or Liaison on behalf of Victoria Gold Corp. or the First Nation of Na Cho Nyak Dun without prior consent from Victoria Gold Corp and First Nation of Na Cho Nyak Dun.

I confirm that I have read the above statements and agree with them. I will adhere to all confidential requirements contained in this agreement whether I am actively engaged with the CBA Committee or when my involvement with the CBA Committee has ended for any reason.

Victoria Gold Corp. Representative

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CBA Committee Member / Liaison

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_