



CMD 25-H6.B

Date: 2025-06-04

Supplementary Information

Written Submission from CNSC Staff

In the matter of

Nordion (Canada) Inc.

Application to Renew Licence for the
Nordion Facility

Commission Public Hearing

June 4, 2025

Renseignements supplémentaires

Mémoire écrit du personnel de la CCSN

À l'égard de

Nordion (Canada) Inc.

Demande pour le renouvellement de son
permis pour l'installation de Nordion

Audience publique de la Commission

Le 4 juin 2025

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**Terms for Consultation and Assessment Activities between
Canadian Nuclear Safety Commission (CNSC) and Kebaowek First
Nation (KFN) in respect of the Micro Modular Reactor (MMR),
Nuclear Power Demonstration (NPD) Closure and Near Surface
Disposal Facility (NSDF) Projects**

May 2023

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1. Participants Involved and Areas of Interest

Kebaowek First Nation (KFN) has identified concerns and areas of interest with respect to the Micro Modular Reactor, submitted by Global First Power (“GFP”), as well as, the Nuclear Power Demonstration Closure, and Near Surface Disposal Facility projects submitted by Canadian Nuclear Laboratories (“CNL”) (“MMR Project”, “NPD Closure Project”, and “NSDF Project”, each a “Project” and together the “Projects”) . These include the potential for the Projects’ construction and ongoing operations to impact on KFN’s Aboriginal rights, interests, culture, current and traditional uses, ongoing community use of and reliance on the Projects areas and areas in the vicinity of the Projects, and the Algonquin Peoples’ long-term cultural relationship to and connection with the areas in the vicinity of the Projects. As stipulated in the Long-term Relationship Arrangement between KFN and the CNSC, this Terms of Reference (ToR) does not preclude KFN and CNSC negotiating additional project ToRs for future assessments and/or licensing processes for new or future activities related to nuclear projects in KFN’s territory and associated funding opportunities.

The Canadian Nuclear Safety Commission (“CNSC” or “Commission”) is mandated to regulate the use of nuclear energy and materials to prevent unreasonable risk to health, safety, security, and the environment; to implement Canada’s international commitments on the peaceful use of nuclear energy; and to disseminate objective scientific, technical, and regulatory information to the public. As an agent of the Government of Canada and as Canada’s nuclear regulator, the CNSC recognizes its responsibility to uphold the honour of the Crown and meet its duty to consult with and, where appropriate, accommodate the interests of KFN when its decisions could potentially affect KFN’s Aboriginal rights, interests, culture, current and traditional uses. The information collected during the consultation and engagement processes can be used by the CNSC and its officials in meeting its consultation obligations as a representative of the Crown. The following may be made publicly available by the CNSC: the Nation’s name and its representatives’ names and contact information, as well as information collected during the consultation and engagement process. Subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and *Privacy Act* (R.S.C., 1985, c. P-21), all information collected through and under the Project Terms of Reference may be disclosed to third parties upon request under the relevant act, or if otherwise required to be disclosed. With respect to Indigenous or Traditional Knowledge, such information can be provided confidentially to the Commission under Rule 12 of the Rules of Procedure.

The CNSC and KFN (each a “Participant”, collectively the “Participants”) have expressed an interest in developing an ongoing working relationship that will support the

Participants in attending to their respective roles and responsibilities in respect of the Projects and strengthening the Participants' ongoing relationship that is needed over the life-cycle of the Projects if approved.

2. Vision

KFN and CNSC are committed to the establishment of a meaningful and collaborative approach in respect of the consultation obligations, regulatory review and assessment processes, and life-cycle oversight and monitoring for the three aforementioned Projects. The Participants are committed to strengthening their ongoing relationship over the life cycle of the Projects if approved.

3. Objectives

This ToR creates a framework and affirms the commitment of the Participants to work cooperatively in the federal environmental assessment ("EA") process for the Projects.

The objectives of this ToR are to provide procedures and principles that:

- Provide clarity on the roles and responsibilities of the Participants;
- Affirm the Participants' commitment to ongoing, respectful, and open communication – i.e., the Participants involved come to the table with a view to finding solutions, are open, listen and respect one another's views;
- Establish a framework for consultation and collaborative assessment that is responsive and flexible so that new information in respect of the significance of potential Project effects on KFN's Aboriginal rights, interests, culture, current and traditional uses, is properly understood and considered in the federal EA process, in accordance with federal guidance; and,
- Establish a framework for the Participants' collaboration and participation in the federal EA process in a timely and efficient manner.

For all collaborative steps in the federal EA process and the Rights Impact Assessment (RIA) process outlined below in Sections 5, 6 and 7 for each of the Projects respectively, KFN and CNSC staff agree to use best and reasonable efforts to obtain common ground in addressing issues as they arise.

3.1. Limitations of the Agreement

The collaborative steps outlined in Section 5, 6 and 7 are in addition to the existing participation opportunities (e.g., formal comment periods) that are offered throughout the CNSC's regulatory review process and do not preclude KFN's participation in these

activities. In addition, these collaborative steps are specific to the federal EA process and the RIA process for each of the Projects.

In addition, this ToR does not in any way limit KFN in their ability to claim, defend, respond to, or intervene in, any court or other proceeding(s), in order to protect their Aboriginal rights, interests, culture, current and traditional uses. Specifically, this ToR should not be construed as indicating KFN's consent to or acceptance of the Projects, the *Nuclear Safety and Control Act*, S.C. 1997, c. 9 (NSCA) or the impact assessment regime generally.

The processes established within this ToR will not be implemented, interpreted, or construed, in a manner that would preclude the Commission, as defined under the NSCA, from exercising its legislative authority and, for greater clarity, shall in no way fetter the exercise of any discretionary authority granted under the laws of Canada.

4. Common Ground Model

4.1. Where common ground is achieved

KFN and CNSC staff agree to use all reasonable efforts to obtain common ground in addressing all procedural, technical, and other issues as they arise throughout all steps in the federal EA process and the RIA process (where applicable), and the conduct of the Participants in relation thereto shall be in accordance with this ToR. Where common ground is achieved, KFN and CNSC staff will collaboratively develop, and mutually agree upon all language reflecting the areas of common ground for all relevant recommendations, reports, sections or other materials as outlined in this ToR, to be issued by CNSC staff in respect of the Projects, for the Commission's consideration. For the purposes of this ToR, collaborative development means that the Participants will work together on developing identified sections and reports prior to their finalization. The Participant that will lead on the first draft for review and comment by the other Participant—in an iterative process—will be decided between the Participants for the EA Report and RIA outlined in this ToR, prior to initiating the respective drafting.

4.2. Where common ground cannot be achieved

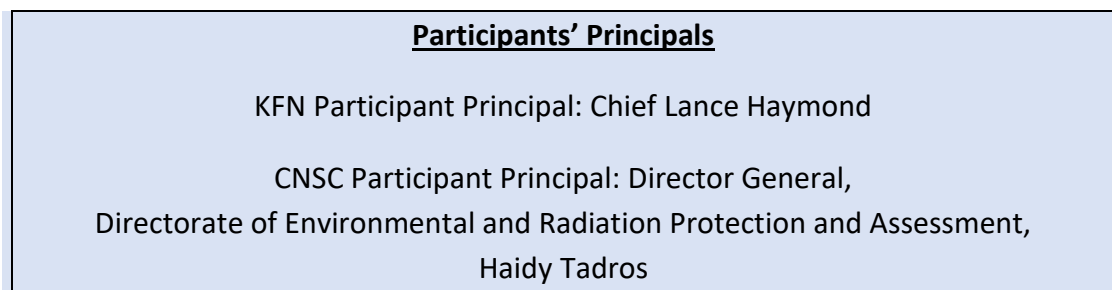
The Participants will raise all diverging views with the Participants' Principals (see figure 1 below) in a timely manner where it is reasonably foreseeable that common ground may not be achievable after making all best efforts at the working level in order to facilitate discussions between the Participants, and further for the Participants' Principals to provide their views and advice with a view to achieving common ground. To the extent

possible and reasonable, KFN and CNSC staff shall make efforts to consolidate issues raised before the Participants' Principals to promote efficiency and limit the need for each Participants' Principals to resolve such issues, as may be required by this ToR.

KFN and CNSC staff shall be provided the opportunity to explain to the Participants' Principals the relevant issue(s), the efforts to obtain common ground, and the reasons why common ground could not be achieved. The Participants' Principals may, upon their own election, consult their respective legal advisors prior to, upon, or following receipt of the communication(s) from respective representatives or staff, and may do so prior to making their respective views and advice, and further, may do so while considering the issue with the other Participant's Principal.

Where common ground cannot be achieved following the application of the "Common Ground Model", the objective of each Participant is to independently document their diverging views. Each Participant shall write independently their view and the written views of KFN shall be summarized in the EA Report, or appropriate Commission Member Document (CMD), in an appropriate section or annex, for each of the Projects, provided that KFN shall be given an opportunity to review the summary prior to the CMD and attached EA Report being finalized. The EA Report or CMD will make specific reference to any relevant documentation submitted by KFN on the matter.

Fig. 1: Participants' Principals



5. Collaborative Steps in the Federal Environmental Assessment and the Rights Impact Assessment Processes for Global First Power's Micro Modular Reactor Project

5.1. Technical Review of the Draft Environmental Impact Statement Submission

5.1.1. Scope

An appointed KFN representative (as selected by and acting on behalf of KFN) is invited to participate in fulfillment of paragraph 4 (1) (d) of *Canadian Environmental Assessment Act, 2012* (CEAA 2012) as part of the Federal, Provincial, Indigenous Review Team (FPIRT) in the technical review of the draft environmental impact statement (EIS) submission.

The FPIRT is initiated in parallel with, and different in purpose to, the public comment period on the draft EIS. The public comment period will be no less than 90 days.

The FPIRT is composed of subject matter experts from federal and provincial departments and agencies, and identified Indigenous Nations and communities, with specific expertise for the MMR Project. As such, the KFN representative is to review the material provided in the EIS under a technical lens with the purpose of identifying any additional information needed to assess¹ effects listed under paragraph 5 (1) (c) of CEAA 2012², the proponent's Indigenous engagement and incorporation of Traditional Knowledge, in relation to the MMR Project. For any views of KFN leadership and community members, including issues and concerns, that KFN have about the MMR Project that are outside of the scope of the FPIRT, KFN is encouraged to raise them through other mechanisms, such as directly with the proponent, through the public and Indigenous comment period, the RIA and in KFN's interventions to the Commission.

The FPIRT takes part in all phases of the technical review of the draft EIS document and provides comments to the CNSC. The appointed KFN representative will participate as a full member of the FPIRT, having the same roles and responsibilities as other team members. During the technical review, each member of the FPIRT may request or participate in technical meetings between reviewers, the CNSC, and GFP, in any combination thereof, to assist in their review. The CNSC will coordinate these meetings.

¹ The purpose of the FPIRT's review is, within their mandate and specific expertise, to identify gaps in the information contained in the EIS that are considered necessary for a full assessment of effects under CEAA 2012.

² In relation to an act or thing, a physical activity, a designated project or a project, effectstat paragraph 5 (1) (c) of CEAA 2012 are defined as: with respect to Aboriginal peoples, effect occurring in Canada of any change that may be caused to the environment on: i) health and socio economic conditions, ii) physical and cultural heritage, iii) the current use of land and resources for traditional purposes, or iv) any structure, site or thing that is of historical, archaeological, paleontological or architectural significance.

Upon request by the CNSC, the FPIRT, including the appointed KFN representative, may participate in the review of the draft EIS submission for conformity with the [Generic Guidelines for the Preparation of an Environmental Impact Statement pursuant to the Canadian Environmental Assessment Act, 2012](#). Once it is accepted, the FPIRT will then perform a technical review of the draft EIS and supporting documents. The KFN representative will review the draft EIS submission within their scope of participant and provide written feedback to CNSC staff on whether there are any gaps with respect to incorporation of KFN's Traditional/ Indigenous Knowledge and land use information, evidence, as well as potential impacts of the MMR Project on KFN's Aboriginal rights, interests, culture, current and traditional uses, or the environment as it relates to KFN's rights and interests. Any information gaps identified will be submitted as Information Requests ("IRs") to CNSC staff.

CNSC staff will compile all IRs from the FPIRT and will submit a table of all comments within scope of the review to the proponent GFP for response. This iterative process continues until all comments are addressed to the satisfaction of the CNSC and in collaboration with the FPIRT.

5.1.2. Key Principles

Consistent with the timelines for the FPIRT, KFN's appointed representative will have up to 8 weeks to conduct the technical review of the draft EIS and provide written feedback to CNSC staff in the form of IRs.

5.2. Review of Responses to Information Requests

5.2.1. Scope

Upon receipt of GFP's responses to IRs, the KFN appointed representative will participate as part of the FPIRT in the technical review of GFP's IR responses. The KFN representative will review the responses to those IRs they authored and provide written feedback to CNSC staff on the sufficiency of information provided.

5.2.2. Key Principles

CNSC staff will take into consideration KFN's feedback and will discuss with KFN the adequacy and sufficiency of proponent responses to KFN's IRs prior to making a determination on the adequacy and sufficiency of information in the submission.

This is an iterative process until the CNSC is satisfied, in consultation with the FPIRT that it has sufficient information to complete its analysis, draw conclusions and write a report for the Commission's consideration in making an EA decision.

5.3. Development of the EA Report

5.3.1. Scope

Following the CNSC's acceptance of a final EIS submission by the proponent GFP, CNSC staff will draft an EA Report consisting of a summary of CNSC staff's analysis, conclusions and recommendations to the Commission to support the Commission's EA decision-making under CEAA 2012.

KFN and CNSC staff will collaborate on developing sections of CNSC staff's EA Report that are related to information or concerns provided by KFN in respect to potential MMR Project impacts on KFN's Aboriginal rights, interests, culture, current and traditional uses, as well as KFN's Traditional/Indigenous Knowledge. This includes the incorporation of KFN's Traditional/Indigenous Knowledge, rights-based and cultural information, land use information, potential impacts of the proposed MMR Project on KFN's Aboriginal rights, interests, culture, current and traditional uses, and other topics raised throughout KFN's participation in the collaborative, federal EA process, guided by this ToR. These sections will be mutually agreed upon between CNSC staff and KFN, in advance of the development of CNSC staff's EA Report.

5.3.2. Key Principles

Collaborative development requires and mean the joint drafting of the relevant sections of the EA Report including views expressed for the CEAA 2012 paragraph 5 (1) (c) effects assessment and summary of consultation and engagement sections. The objective of KFN and CNSC staff is to develop mutually agreed upon language of the relevant sections in the EA Report.

Where common ground cannot be achieved following the application of the "Common Ground Model" as described in Section 4 of this ToR, the objective of each Participant is to independently document their diverging views. Each Participant shall write independently their view and the written views of KFN shall be summarized in the EA Report in an appropriate section or annex (total length of summary to be relative to the length of the EA Report), provided that KFN shall be given an opportunity to review the summary prior to the EA Report being finalized. The EA Report will make specific reference to any relevant documentation submitted by KFN on the matter.

The Participants will work towards drafting materials within reasonable and mutually agreed-upon timelines that respect CNSC's regulatory review process, including the timing and duration of EA phases and deliverables set by the CNSC. KFN's appointed representative will collaboratively draft those sections of the EA Report, including those required for the inclusion of a summary of KFN's views where common ground cannot be achieved. The Participants commit to exercising best efforts in providing ongoing communication between the Participants during this period. Should these timelines not be met, KFN and CNSC will apply the "Common Ground Model" as described in section 4 of this ToR.

5.4. Development of the Rights Impact Assessment

5.4.1. Scope

CNSC staff and KFN are committed to collaborating on and carrying out a thorough, evidence-based RIA for the MMR Project.

The Commission must render decisions for the MMR Project as per the EA process under CEAA 2012 and licence application under the NSCA. Both of those processes also trigger the Crown's duty to consult and accommodate, for which the Commission must render a separate and unique decision point regarding the adequacy of consultation and engagement under section 35 of the Constitution Act, 1982. The RIA is carried out in support of this decision point by the Commission as well as in support of the considerations under section paragraph 5(1)(c) of CEAA 2012 and section 24(4) of the NSCA.

The RIA will be developed and completed in collaboration between CNSC staff and KFN with the aim of reaching consensus on the content of the RIA and its findings. GFP may also participate in the process if agreed to by KFN. The goal of the RIA is for the Participants to reach a mutual understanding of the significance of any identified potential or reasonably foreseeable impacts on KFN's Aboriginal rights, interests and culture, arising as a result of the MMR Project. In addition, the purpose of the RIA is to assess the adequacy of proposed measures including mitigations, follow-up and monitoring, and/or any other measures proposed by GFP, the CNSC, or other government organizations, to mitigate, avoid, or offset any identified or reasonably foreseeable adverse impacts on KFN's Aboriginal rights as a result of the MMR Project, and to communicate the processes, outcomes and recommendations of KFN and CNSC staff in a collaborative, mutually agreed upon manner, for the Commission's consideration in its decision-making process.

5.4.2. Key Principles

The process for the RIA will be consistent with the Government of Canada's commitments and obligations with respect to recognition, protection, and upholding of the rights of Indigenous peoples, including KFN's Aboriginal rights, interests, and culture, specifically.

The RIA process for the MMR Project shall include Traditional/Indigenous Knowledge (where provided), in addition to the perspectives of KFN members and KFN leadership, and will clearly demonstrate how this Traditional/Indigenous Knowledge has informed the RIA process, in accordance with these Terms of Reference or any other mutually agreed upon process as between the Participants to assist the CNSC in conducting meaningful consultation with KFN.

The Participants agree that the consideration of potential adverse impacts as a result of the MMR Project to KFN's Aboriginal rights, interests, and culture, including the context of cumulative impacts of development, through a principled methodology will help improve the Commission's decision-making processes and advances the objectives of reconciliation. Processes and methodologies that are collaboratively designed and mutually agreed upon by Indigenous peoples and governments improve the understanding and assessment of a project's potential effects on Aboriginal rights, interests, and culture.

5.4.3. Process Steps

KFN and CNSC staff, and in consultation the MMR Project proponent GFP where appropriate, will adhere to the processes detailed below when completing the RIA for the MMR Project. Conditions that positively support and/or are required for the exercise of KFN's Aboriginal rights, interests, and culture, will be identified and clarified by KFN in a timely manner throughout the processes detailed below.

KFN will require community input throughout the steps detailed below.

Process Step	Inputs	Lead (Partner)
Step 1: Identification of potentially impacted rights and interests.	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims	KFN (CNSC)
Step 2: Identification of how cumulative effects, current territorial capacity and historical context affect the community's	KFN Indigenous Knowledge, cultural practices and land use information	KFN (GFP)

Process Step	Inputs	Lead (Partner)
current exercise of rights which forms the current baseline conditions.	KFN Aboriginal Rights and claims GFP's EIS	
Step 3: Identification of potential MMR Project interactions/pathways with identified rights and interests (i.e. potential changes to current baseline conditions related to the MMR Project).	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims GFP's EIS	KFN, CNSC and GFP
Step 4: Identification of severity of potential MMR Project interactions with identified rights and interests (including collaborative development of criteria and steps to assess and determine severity).	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims GFP's EIS	KFN, CNSC, and GFP
Step 5: Identification of potential mitigation and/or accommodation measures to address identified potential MMR Project interactions with identified rights and interests	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims GFP's EIS	KFN, CNSC, and GFP
Step 6: Identification of any residual impacts after consideration of proposed mitigation and/or accommodation measures	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims GFP's EIS	KFN, CNSC, and GFP
Step 7: Consideration of any additional mitigation and/or accommodation measures, should residual impacts be identified, and conclusions on seriousness of any remaining impacts or concerns	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims GFP's EIS	KFN, CNSC, GFP
Step 8: Documenting and submitting process steps and outcomes to decision-makers (the Commission)	Final RIA addendum to EA Report Final KFN written and oral interventions	KFN and CNSC

Process Step	Inputs	Lead (Partner)
<ul style="list-style-type: none"> - Collaborative drafting of stand-alone rights impact analysis to be appended to CNSC staff's EA Report - KFN written and oral interventions at Commission hearings 		

6. Collaborative Steps in the Federal Environmental Assessment and the Rights Impact Assessment Processes for Canadian Nuclear Laboratories' Nuclear Power Demonstration Closure Project

6.1. Development of the EA Report

6.1.1. Scope

Following the CNSC's acceptance of a final EIS submission by the proponent CNL, CNSC staff will draft an EA Report consisting of a summary of CNSC staff's analysis, conclusions and recommendations to the Commission to support the Commission's EA decision under CEAA 2012.

KFN and CNSC staff will collaborate on developing sections of CNSC staff's EA Report that are related to information or concerns provided by KFN in respect to potential NPD Closure Project impacts on KFN's Aboriginal rights, interests, culture, current and traditional uses, as well as KFN's Traditional/Indigenous Knowledge. This includes the incorporation of KFN's Traditional/Indigenous Knowledge, rights-based and cultural information, land use information, potential impacts of the proposed NPD Closure Project on KFN's Aboriginal rights, interests, culture, current and traditional uses, and other topics raised throughout KFN's participation in the collaborative, federal EA process, guided by this ToR. These sections will be mutually agreed upon between CNSC staff and KFN in advance of the development of CNSC staff's EA Report.

6.1.2. Key Principles

Collaborative development requires and mean the joint drafting of the relevant sections of the EA Report. including views expressed, CEAA 2012 paragraph 5 (1) (c) effects assessment and summary of consultation and engagement sections. The objective of KFN and CNSC staff is to develop mutually agreed upon language of the relevant sections in the EA Report.

Where common ground cannot be achieved following the application of the "Common Ground Model" as described in Section 4 of this ToR, the objective of each Participant is to independently document their diverging views. Each Participant shall write independently their views and the written views of each respective Participant shall be summarized in the EA Report in an appropriate section or annex (total length of summary to be relative to the length of the EA Report). The EA Report will make specific reference to any relevant documentation submitted by KFN on the matter.

The Participants will work towards drafting materials within reasonable and mutually agreed-upon timelines that respect CNSC's regulatory review process, including the timing and duration of EA phases and deliverables set by the CNSC. KFN's appointed representative will collaboratively draft those sections of the EA Report, including those required for the inclusion of a summary of KFN's views where common ground cannot be achieved. The Participants commit to exercising best efforts in providing ongoing communication between the Participants during this period. Should these timelines not be met, KFN and CNSC will apply the "Common Ground Model" as described in section 4 of this ToR.

6.2. Development of the Rights Impact Assessment

6.2.1. Scope

CNSC staff and KFN are committed to collaborating on and carrying out a thorough, evidence-based Rights Impact Assessment (RIA) for the NPD Closure Project.

The Commission must render decisions for the NPD Closure Project as per the EA process under CEAA 2012 and licence application under the NSCA. Both of those processes also trigger the Crown's duty to consult and accommodate, for which the Commission must render a separate and unique decision point regarding the adequacy of consultation and engagement under section 35 of the Constitution Act, 1982. The RIA is carried out in support of this decision point by the Commission, as well as in support of the considerations under paragraph 5(1)(c) of CEAA 2012 and section 24(4) of the NSCA.

The RIA will be developed and completed in collaboration between CNSC staff and KFN with the aim of reaching consensus on the content of the RIA and its findings. CNL may also participate in the process if KFN agrees. The goal of the RIA is for the Participants to reach a mutual understanding of the significance of any identified potential or reasonably foreseeable impacts on KFN's Aboriginal rights, interests, culture, current and traditional uses, arising as a result of the NPD Closure Project. In addition, the purpose of the RIA is to assess the adequacy of proposed measures including mitigations, follow-up and monitoring, and/or any other measures proposed by CNL, the CNSC, or other government organizations, to mitigate, avoid, or offset any identified or reasonably foreseeable adverse impacts on KFN's Aboriginal rights as a result of the NPD Closure Project, and to communicate the processes, outcomes and recommendations of KFN and CNSC staff in a collaborative, mutually agreed upon manner, for the Commission's consideration in its decision-making process.

6.2.2. Key Principles

The process for the RIA shall be consistent with the Government of Canada's commitments with respect to recognition, protection, and upholding of the rights of

Indigenous peoples, including KFN's Aboriginal rights, interests, culture, and current and traditional uses, specifically.

The RIA process for the NPD Closure Project can include Traditional/Indigenous Knowledge (where provided), in addition to the perspectives of KFN members and KFN leadership, and will clearly demonstrate how this Traditional/Indigenous Knowledge has informed the RIA process, in accordance with this ToR or any other mutually agreed upon process as between the Participants to assist the CNSC in conducting meaningful consultation with KFN.

The Participants agree that the consideration of potential adverse impacts as a result of the NPD Closure Project, to KFN's Aboriginal rights, interests, culture, and current and traditional uses, including the context of cumulative effects of development, through a principled methodology will help improve the Commission's decision-making processes, and advances the objectives of reconciliation. Processes and methodologies that are collaboratively designed and mutually agreed upon by Indigenous peoples and governments improve the understanding and assessment of a project's potential effects on Aboriginal rights, interests, culture, and current and traditional uses.

6.2.3. Process Steps

KFN and CNSC staff, in consultation with the NPD Closure Project proponent CNL, where appropriate, will adhere to the processes detailed below when completing the RIA for the NPD Closure Project. Conditions that positively support and/or are required for the exercise of KFN's Aboriginal rights, interests, culture, and current and traditional uses, will be identified and clarified by KFN in a timely manner throughout the processes detailed below.

KFN will require community input throughout the steps detailed below.

Process Step	Inputs	Lead (Partner)
Step 1: Identification of potentially impacted rights and interests.	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims	KFN (CNSC)
Step 2: Identification of how cumulative effects, current territorial capacity and historical context affect the community's current exercise of rights which forms the current baseline conditions.	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims CNL's EIS	KFN (CNL)

Process Step	Inputs	Lead (Partner)
Step 3: Identification of potential NPD Closure Project interactions/pathways with identified rights and interests (i.e. potential changes to current baseline conditions related to the project).	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims CNL's EIS	KFN, CNSC and CNL
Step 4: Identification of severity of potential NPD Closure Project interactions with identified rights and interests (including collaborative development of criteria and steps to assess and determine severity).	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims CNL's EIS	KFN, CNSC and CNL
Step 5: Identification of potential mitigation and/or accommodation measures to address identified potential NPD Closure Project interactions with identified rights and interests	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims CNL's EIS	KFN, CNSC and CNL
Step 6: Identification of any residual impacts after consideration of proposed mitigation and/or accommodation measures	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims CNL's EIS	KFN, CNSC and CNL
Step 7: Consideration of any additional mitigation and/or accommodation measures, should residual impacts be identified, and conclusions on seriousness of any remaining impacts or concerns	KFN Indigenous Knowledge, cultural practices and land use information KFN Aboriginal Rights and claims CNL's EIS	KFN, CNSC and CNL
Step 8: Documenting and submitting process steps and outcomes to decision-makers (the Commission) - Collaborative drafting of stand-alone rights impact analysis to be appended to CNSC staff's EA Report	Final RIA addendum to EA Report Final KFN written and oral interventions	KFN and CNSC

Process Step	Inputs	Lead (Partner)
- KFN written and oral interventions at Commission hearings		

7. Collaborative Steps for Additional Consultation and Engagement for Canadian Nuclear Laboratories' Near Surface Disposal Facility Project

7.1. Development of the Rights Impact Assessment

7.1.1. Scope

In June 2022, the Commission held a Part 2 public Hearing for the NSDF Project. At the hearing, KFN submitted that consultation regarding their rights and interests had been inadequate. Subsequently to that, in July 2022 the Commission issued a procedural direction to leave the record open until January 31, 2023. The Commission stated that it was providing additional time to receive further evidence regarding “consultative efforts respecting NSDF” and/or for more engagement and consultation to occur by CNSC staff, CNL, and AECL with KFN. On December 22, 2022, in response to letters from KFN and Kitigan Zibi Anishinabeg, the Commission extended the Procedural Direction deadline to May 01, 2023.

CNSC staff and KFN are committed to collaboratively conducting additional consultation and engagement, including, but not limited to, a review of Section 9.3.1 of the NSDF Environmental Assessment Report, in order to identify gaps and update the analysis and conclusions to present to the Commission by May 01, 2023. CNL and AECL may also participate in and provide information to inform the process if agreed to by KFN. When reviewing the RIA, the Participants will strive to reach a mutual understanding of the significance of any identified potential or reasonably foreseeable impacts on KFN's Aboriginal rights, interests and culture, arising as a result of the NSDF Project.

The purpose of the RIA is to assess the adequacy of proposed measures including mitigations, follow-up and monitoring, and/or any other measures proposed by CNL, AECL, the CNSC, or other Government organizations, to mitigate, avoid, offset or accommodate any identified or reasonably foreseeable adverse impacts on KFN's Aboriginal rights as a result of the NSDF Project, and to communicate the processes, outcomes and recommendations of KFN and CNSC staff in a collaborative manner for the Commission's consideration in its decision-making process. In parallel with and in order to provide input into the RIA, KFN will review documentation previously submitted to the CNSC, as well as Commission decisions related to date in the EA process, to help inform their understanding of the NSDF Project, its potential impacts and to help identify potential gaps in consultation. KFN and the CNSC commit to completing this work in a

timely fashion respecting the timeframe of May 01, 2023 provided by the Commission in its Procedural Direction.

7.1.2. Key Principles

The process for the completion of the updated RIA, including any steps and activities leading up to and helping to inform the RIA, will be consistent with the Government of Canada's commitments and obligations with respect to recognition, protection, and upholding of the rights of Indigenous peoples, including KFN's Aboriginal rights, interests, and culture, specifically.

The RIA process for the Project may include Traditional/Indigenous Knowledge (where provided), in addition to the perspectives of KFN members and KFN leadership, and will clearly demonstrate how this Traditional/Indigenous Knowledge and perspectives have informed the RIA process, in accordance with these Terms of Reference or any other mutually agreed upon process as between the Participants to assist the CNSC in conducting meaningful consultation with KFN.

The Participants agree that the consideration of potential adverse impacts as a result of the Project, to KFN's Aboriginal rights, interests, and culture, including the context of cumulative impacts of development, through a principled methodology will help improve the Commission's decision-making processes and advances the objectives of reconciliation. Processes and methodologies that are collaboratively designed and mutually agreed upon by Indigenous peoples and governments improve the understanding and assessment of a project's potential effects on Aboriginal rights, interests, and culture.

7.1.3. Process Steps

KFN and CNSC staff, and in consultation with CNL where appropriate, will adhere to the processes detailed below when completing the RIA for the NSDF Project. In a timely manner throughout the process below, KFN will identify:

- conditions that positively support and/or are required for the exercise of KFN's Aboriginal rights, interests, and culture; and
- potential information gaps that may need to be addressed in order to fully assess the NSDF Project's potential effects on KFN's rights and interests .

KFN and CNSC staff commit to completing this work by May 01, 2023, respecting the timeframe provided by the Commission in its Procedural Direction deadline extension decision.

Process Step	Inputs	Lead (Partner)
<p>Step 1: Review existing RIA and other sources of information and identify gaps including:</p> <ul style="list-style-type: none"> - context and details regarding KFN's Aboriginal rights and interests that are practiced in relation to the NSDF project - additional details regarding potential impact pathways as it relates to the NSDF project 	<p>Section 9.3.1 of CNSC EA Report for NSDF Project</p> <p>Community consultation</p> <p>KFN independent review of the Registry, EIS, technical supporting documents, etc.</p>	<p>KFN (CNL and CNSC)</p>
<p>Step 2: Update the RIA to include additional information for the following topics if needed:</p> <ul style="list-style-type: none"> - additional potentially impacted KFN Aboriginal rights and interests - context in which KFN's Aboriginal rights and interests are practiced - potential impact pathways - severity conclusions for impacts on KFN's Aboriginal rights and interests - proposed mitigation and accommodation measures <p>Final conclusions and any additional mitigation and accommodation measures</p>	<p>Community consultation</p> <p>KFN independent review of the Registry, EIS, technical supporting documents, etc.</p> <p>KFN Aboriginal rights and claims</p> <p>KFN Indigenous Knowledge, cultural practices and land use information</p> <p>Commitments and measures from CNL/AECL</p> <p>CNSC EAR</p>	<p>KFN CNSC</p>

Process Step	Inputs	Lead (Partner)
Step 3: Submit an updated RIA to Commission and/or KFN submits a separate submission to the Commission.	<p>Community consultation</p> <p>KFN independent review of the Registry, EIS, technical supporting documents, etc.</p> <p>KFN Aboriginal rights and claims</p> <p>KFN Indigenous Knowledge, cultural practices and land use information</p> <p>Commitments and measures from CNL/AECL</p> <p>CNSC EAR</p>	<p>KFN</p> <p>CNSC</p>

The Participants have executed this Terms of Reference effective as of the date first written below.

SIGNED AND DELIVERED

**Canadian Nuclear Safety
Commission**



Per: Haidy Tadros

Title: Director General, Directorate of Environmental
and Radiation Protection and Assessment

Date: June 14, 2022

SIGNED AND DELIVERED

Kebaowek First Nation



Per: Justin Roy

Title: Councillor

Date: June 9th 2023

**ARRANGEMENT FOR LONG TERM ENGAGEMENT AND CONSULTATION
("ARRANGEMENT")**

THIS ARRANGEMENT dated as of September 29, 2022 ("the Effective Date")

BETWEEN:

KEBAOWEK FIRST NATION

("KFN")

AND:

CANADIAN NUCLEAR SAFETY COMMISSION

("CNSC" or "Commission")

(collectively "the Participants")

REGARDING:

KFN and CNSC Consultation and Long Term Engagement Protocol

WHEREAS:

- A. The CNSC currently licences and regulates a number of activities within KFN's Traditional Territory, as provided for by the *Nuclear Safety and Control Act* (NSCA), *Canadian Environmental Assessment Act, 2012* and the *Impact Assessment Act, 2019*;
- B. The CNSC is mandated to regulate the use of nuclear energy and materials to prevent unreasonable risk to health, safety, security, and the environment; to implement Canada's international commitments on the peaceful use of nuclear energy; and to disseminate objective scientific, technical, and regulatory information to the public. As an agent of the Government of Canada and as Canada's nuclear regulator, the CNSC recognizes its responsibility to uphold the honour of the Crown and meet its duty to consult with and, where appropriate, accommodate the interests of KFN when its decisions could potentially affect KFN's Aboriginal rights, interests, culture, or traditional uses.
- C. KFN is concerned about nuclear activities that could potentially affect KFN's Aboriginal rights, interests, culture, or traditional uses;
- D. The CNSC owes a duty of consultation to KFN before it makes any licensing decisions that have the potential to impact KFN Rights and Interests;
- E. CNSC staff recognizes that KFN asserts Aboriginal rights, including Aboriginal title, and inherent rights within its Traditional Territory recognized and affirmed by s. 35 of the *Constitution Act, 1982*;
- F. CNSC recognizes that KFN asserts rights that flow from KFN's unceded Aboriginal title include the right to make decisions about how the land in its Traditional Territory will be used, the right to benefit economically from the land, and the right to proactively use and manage the land in perpetuity;
- G. The Participants wish to build a strong, constructive, cooperative and mutually respectful and beneficial relationship and create a process which respects and provides for the participation of First Nations people and their traditional knowledge in the CNSC's regulatory processes;
- H. The Participants will respect the spirit and provisions of the *United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP 2007)*, including the United Nations Declaration on the Rights of Indigenous Peoples Act (2021);

NOW THEREFORE, in the Parties agree to consultation and engagement for the long-term as follows:

INTERPRETATION

1. In this Arrangement,
 - a. "Activity" means any project or work, current or proposed in or effecting the KFN's traditional territory or KFN Rights and Interests, over which the CNSC exercises some authority;
 - b. "Engagement Committee" means the committee comprised of KFN and CNSC appointees as detailed in paragraphs 7 through 13 of this Agreement;
 - c. "KFN Rights and Interests" means those rights and interests, present and future, asserted, claimed, or proven, of the KFN over its Traditional Territory which includes, but is not limited to, KFN's Aboriginal title;
 - d. "KFN Traditional Territory" means, for the purposes of this Arrangement, the territory depicted on the map attached as Schedule "A";
 - e. "Project Specific Terms of Reference" means any terms of reference arising out of this Arrangement containing more detailed provisions dealing with specific Activities and in accordance with paragraphs 15 through 18 of this Arrangement.

PURPOSES OF ARRANGEMENT

2. This Arrangement will be implemented to promote the following purposes:
 - a. To establish a fair, comprehensive and enduring bilateral CNSC to KFN relationship which reflects KFN's connection with the land and knowledge;
 - b. To implement a relationship built on the implementation of concrete measures which allow KFN participation in the determination and assessment of impacts;
 - c. To determine and implement a consultation framework that ensures that KFN is consulted on all Activities that it wants to be consulted on;
 - d. To confirm KFN as the rights-holding body for consultation of the KFN in the KFN Traditional Territory;
 - e. To acknowledge the importance of providing KFN with reasonable funding for meaningful engagement on Activities involving KFN Traditional Territory and/or KFN Rights and Interests;
 - f. To confirm the commitment of the Participants to enter into Project Specific Terms of Reference where Activities have the potential to impact KFN Rights and Interests.
3. This Arrangement will be a framework for the KFN-CNSC relationship for all Activities. . Project Specific Terms of Reference for consultation may be developed as detailed in paragraphs 15 through 18 of this Arrangement where appropriate and agreed to by Participants.

GENERAL PRINCIPLES OF CONSULTATION, ENGAGEMENT, COLLABORATION AND ACCOMMODATION

4. The Participants agree that the CNSC will consult with KFN on all Activities determined in accordance with paragraph 9.
5. The Participants agree to work together to identify any potential impacts of any CNSC decisions or actions on KFN Rights and Interests and to identify potential mitigation and/or accommodation measures to meaningfully address those impacts as appropriate. This includes the possibility of developing Project Specific Terms of Reference for consultation and collaboration.

6. The Participants acknowledge that from time to time KFN may choose to have an organization or group consult with CNSC on its behalf. When KFN chooses to be consulted through a group or organization it will advise CNSC of such decision by providing CNSC with a Band Council Resolution confirming such decision. Unless CNSC has received such Band Council Resolution it will consult solely with KFN on the potential impacts of Activities on KFN Rights and Interests.

ENGAGEMENT COMMITTEE

7. There will be an Engagement Committee appointed by the Participants consisting of:
 - a. two or more members representing the CNSC, one of whom must be in a Director role; and,
 - b. two or more members representing KFN, each of which must be appropriately mandated to represent the interests of KFN.
8. The Engagement Committee will endeavour to reach consensus. If consensus is not possible, the Engagement Committee will refer the issue to more senior levels of KFN and at the Director General level at the CNSC.
9. The Engagement Committee will be responsible for developing an annual workplan which will include the identification of Activities. Annual workplans will be stand-alone documents.
10. The Engagement Committee will have the following responsibilities:
 - a. Be the primary contacts between the Participants with respect to Activities notification and engagement;
 - b. Monitor and provide regular updates on associated tasks, timelines, and processes in relation to Activities;
 - c. Receive and review Activities identified in the workplan from the CNSC, including on upcoming decisions affecting KFN Rights and Interests;
 - d. Give such direction to the CNSC management or KFN Leadership as may, from time to time, be necessary in order to fulfill the purposes of this Arrangement; and
 - e. Any other tasks necessary to fulfill the purposes of this Arrangement.
11. The Engagement Committee will negotiate the terms of any Project Specific Terms of Reference. Terms of any Project Specific Terms of Reference will include, but will not be limited to, the terms set out paragraphs 15 to 18.
12. The Engagement Committee will endeavour to meet in person or video conference, at least quarterly or at other such intervals as may be required or agreed to from time to time by the Members.
13. The Engagement Committee may create subcommittees or delegate some of its tasks, provided that all members of the Engagement Committee agree.

ACTIVITY NOTIFICATION

14. The CNSC will provide KFN with notification of Activities falling within KFN Traditional Territory. A non-exhaustive list of potential activities are listed in Schedule B of this Arrangement.

PROJECT SPECIFIC TERMS OF REFERENCE

15. KFN and CNSC will develop Project Specific Terms of Reference for those Activities the Parties have agreed will have the potential to impact KFN Rights and Interests. If, at any stage during consultation on an Activity or if prior to consultation on an Activity, it becomes clear to the CNSC that there will be impacts to KFN Rights and Interests or that the risk of impacts to KFN Rights and Interests is high or unavoidable, the Parties will enter into a Project Specific Terms of Reference.
16. All Project Specific Terms of Reference flowing from this Arrangement will include the following minimum standards:

- a. Meaningful involvement of KFN in the environmental review, Activity review, or other CNSC regulatory processes;
- b. Respect the spirit and provisions of the United Nations Declaration of the Rights of Indigenous Peoples (UNDRIP 2007) and the United Nations Declaration of the Rights of Indigenous Peoples Act 2021; and
- c. Respect for the Government of Canada's principles set out in the "Principles Respecting the Government of Canada's Relationship with Indigenous Peoples" released by the Department of Justice in 2018.

17. Project Specific Terms of Reference will include in their terms:

- a. The degree of involvement of KFN in the environmental review, Activity review, or other CNSC regulatory process;
- b. A rights impact assessment process that includes an assessment of appropriate mitigation and/or accommodation measures to meaningfully address impacts to KFN Rights and Interests;
- c. The need for KFN's involvement in monitoring activities and other potential conditions of approval related to commitments, mitigations and accommodations specific to KFN;
- d. Other forms of mitigation and accommodation; and
- e. Other matters as the Participants may agree.

18. The CNSC shall make adequate funding available through its Participant Funding Program to support KFN's participation in the development of any Project Specific Terms of Reference.

ABORIGINAL RIGHTS

19. The Participants further agree that nothing in this Arrangement will be interpreted or implemented as limiting or narrowing any present or future rights claimed by KFN.

FUNDING SUPPORT

20. The CNSC shall make funding available annually through its Participant Funding Program to support KFN's development, participation and implementation of the framework Arrangement and associated activities including the meetings and work of the CNSC-KFN Engagement Committee, which will be specific in an annual work plan to be developed by CNSC and KFN.

21. KFN will not be prevented from seeking or applying for additional funding opportunities for specific projects and activities provided by the CNSC through its existing funding mechanisms and processes.

GENERAL PROVISIONS

22. The following Schedules to this Arrangement are incorporated into and form part of this Arrangement:

- Schedule A KFN Traditional Territory
- Schedule B KFN-CNSC Workplan

23. Nothing in this Arrangement relieves the CNSC from meeting any of its statutory obligations, or any other obligations the CNSC may have at law.

24. If a dispute arises between the CNSC and KFN regarding the interpretation of any provision of this Arrangement, the Engagement Committee will meet as soon as is practicable to attempt to resolve the dispute.

25. If the Participants are unable to resolve differences at the Engagement Committee level, the interpretation issue will be raised to more senior levels of the CNSC and KFN.
26. If the interpretation dispute cannot be resolved by the Participants directly, the Participants may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.
27. Participants will endeavour to work efficiently and not cause undue delays.
28. Any notice or communication pursuant to this Arrangement will be in writing and will be delivered by hand and addressed as follows:
 - a. If to KFN:

Justin Roy
110 Ogima St., Témiscamingue Regional County Municipality, QC, J0Z 3R1
jroy@kebaowek.ca and consultations@kebaowek.ca
 - b. If to the CNSC:

Clare Cattrysse
280 Slater St., Ottawa, ON, K1P 1C2
clare.cattrysse@cnscccsn.gc.ca

Or such other email or address as a Party may, from time to time, advise the other Party by notice in writing given in accordance with the foregoing. The date of receipt of any such notice will be deemed to be the date of successful delivery thereof, if delivered on a federal business day and, if not, on the first business day thereafter.

29. This Arrangement may only be amended by written agreement of both Participants.
30. Each Party agrees and acknowledges that it obtained independent legal advice regarding this Arrangement and acknowledges that it has executed this Arrangement voluntarily after receiving such advice.
31. This Arrangement may be executed in counterparts, each of which will be deemed to be original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic or facsimile form and the Participants to this Arrangement adopt any signatures received by electronic or facsimile transmission as original signatures with its terms.
32. This Arrangement has a term of one year and will be renewed automatically on the same terms.
33. Notwithstanding section 32 and at any time, either Participant may terminate this Arrangement upon 60 days' written notice to the other Participant.

[The remainder of this page is left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF the Participants have executed this Arrangement effective as of the date first written above.


SIGNED, SEALED AND DELIVERED
(in the presence of)

Canadian Nuclear Safety Commission

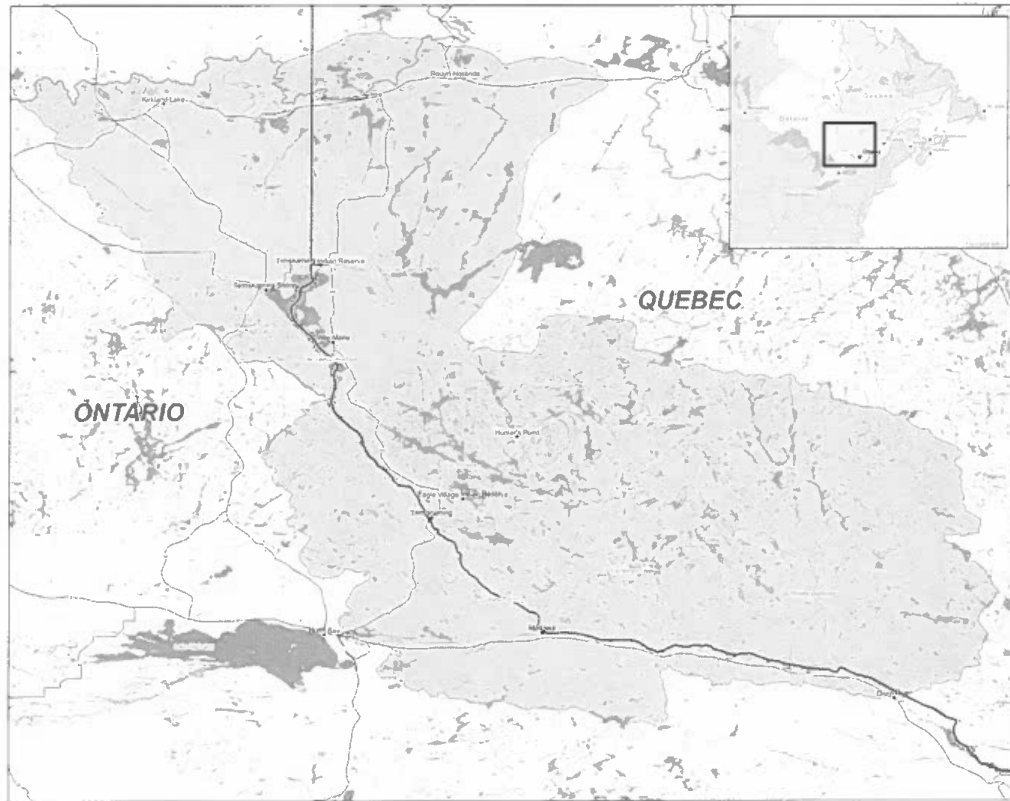
Per: Clare Cattrysse
Title: Director
Date: 29-09-2022

SIGNED, SEALED AND DELIVERED
(in the presence of)

Kebaowek First Nation


Per: Lance Haymond
Title: *CHIEF*
Date: *29-09-2022*

Schedule A: Map of KFN Traditional Territory



Schedule B: KFN-CNSC Workplan

The following is a list of potential topics that could be included in a KFN-CNSC work plan, based on KFN's recent interventions and submissions to the Commission. This list is open to change on an annual basis.

With respect to the potential for effects to the KFN's Traditional Territory:

Projects

- Near Surface Disposal Facility Project (proposed by Canadian Nuclear Laboratories)
- Nuclear Power Demonstration Closure Project (proposed by Canadian Nuclear Laboratories)
- Micro Modular Reactor Project (proposed by Global First Power)
- Any other major projects that emerge in or affecting the KFN's Traditional Territory (assessable under the Impact Assessment Act, Nuclear Safety and Control Act or future replacement legislation) – a process of early and continuous collaborative engagement between CNSC and KFN

Licensed Facilities & Licence Applications

- Chalk River Laboratories
- Best Theratronics Ltd.
- Nordion (Canada) Inc. – Kanata Nuclear Medicine Processing Facility
- BWXT Medical Canada – Kanata Nuclear Medicine Processing Facility
- SRB Technologies Ltd.
- Any newly proposed licensed facilities in or affecting the KFN's Traditional Territories– a process of early and continuous collaborative engagement between CNSC and KFN

Other Items

- Discussion on the role of KFN in environmental assessment and regulatory processes – including funding, scope of engagement, and collaborative roles with CNSC that recognize KFN's rightful role in governance and stewardship of lands and waters in KFN territory
- Enhance collaboration on CNSC Monitoring activities such as the Independent Environmental Monitoring Program – integration of Algonquin Knowledge into the IEMP
- Regional monitoring
- RIMNet and similar initiatives designed to better understand and integrate cumulative effects into CNSC processes and decision making
- Indigenous Knowledge Policy Framework (meshing with KFN's Algonquin Knowledge protocols)
- Review and engagement on relevant standards and regulations
- Regulatory Document Reviews
- CNSC's compliance with International Atomic Energy Agency guidelines
- Discussion of Regulatory Oversight and Compliance Verification (including EA follow-up monitoring programs)
- Information Sharing and Communication
- Community engagement and outreach
- Development of workplan for 2022 and 2023