

Elaine Briere - MVLWB

From: Tyree Mullaney [tyree@mvlwb.com]
Sent: April-21-09 9:13 AM
To: permits@mvlwb.com
Subject: FW: engagement with LKDFN
Attachments: Proposed Akaitcho Exploration Agreement.pdf

Please post on the registry.

Tyree Mullaney
Regulatory Officer
Mackenzie Valley Land and Water Board
Phone: 867-766-7471
Fax: 867-873-6610

From: Glen Edwards - Western Metals Ltd [mailto:glen@westernmetals.com.au]
Sent: April-21-09 12:20 AM
To: Tyree Mullaney
Subject: RE: engagement with LKDFN

Tyree

My apologies for the belated response.

As indicated in our submission of the 17th February 2009 Western Metals has made a genuine attempt to communicate with various First Nation groups. I have nothing to add in this respect apart from the following general comment.

What we need to emphasize is that the land use permit we have applied for is for the First Phase Reconnaissance Exploration. As far as we are concerned the process of commitment and outlay that we make to third parties should be commensurate with the project stage and potential outcomes. This particular stage is high risk, low impact and of short duration. In the event that we have success and wish to continue work in the area we would be more than happy and indeed obliged to consult more fully and to make more significant commitments to third parties. (I have attached a copy for your reference).

As you are no doubt aware Steve Ellis forwarded us a copy of an example of an "exploration agreement" between a First Nation Group and an Exploration Company. While we accept and acknowledge many of the points in the agreement we do have issues and points of difference with respect to a number of the items raised and do not think they are appropriate for the level of work we are doing and do not feel we can commit to such an agreement in its current form.

Regards Glen Edwards

From: Tyree Mullaney [mailto:tyree@mvlwb.com]
Sent: Thursday, 2 April 2009 5:11 AM
To: Glen Edwards - Western Metals Ltd
Cc: scellis@eastarm.com
Subject: RE: engagement with LKDFN

Hi Glen,

This is an email which I received from Stephen Ellis with NWT Treat #8 Tribal Corporation the text is listed below. I was wondering if you could respond to me so I have clearer understanding. Could you please describe what actions have been taken or will be taken to address this matter if any. I would appreciate your response.

Tyree Mullaney
Regulatory Officer
Mackenzie Valley Land and Water Board
Phone: 867-766-7471
Fax: 867-873-6610

From: scellis@eastarm.com [mailto:scellis@eastarm.com]
Sent: March-23-09 4:28 PM
To: tyree@mvlwb.com
Cc: glen@westernmetals.com.au
Subject: engagement with LKDFN

Tyree

Please find below some text from an email I recently sent to Western Metals....

"I am currently reviewing your permit application as submitted to the MVLWB. Going through the consultation log, I was surprised to discover the letter addressed to me on Dec. 11, 2008. I unfortunately have not received this letter, and therefore am looking at it for the first time today! Well, regular mail can often be unreliable up here, especially if the letter is coming from Australia. If you did email the letter, it was likely intercepted and deleted by my sometimes overly-aggressive spam blocker, which tends to eliminate unfamiliar email with generic address lines.

To date, Western Metals has not engaged with the LKDFN in any meaningful manner. The meeting with myself and Stephanie was NOT a meeting with the LKDFN nor any of its delegates. We are not First Nation representatives or staff - we work for an agency that provides capacity and support for the First Nations, but is at arms-length and is not involved in any manner in governance or consultation. This was clearly expressed by us to you when we met on Nov. 20, 2008. Our meeting was purely to advise you on how you might perform your regulatory and consultative obligations in anticipation of advancing your project. I remind you that the presence of Chief Nitah for a brief moment at the meeting was purely fortuitous (e.g. his presence was not solicited by either my organization or yours), as he was staying at the same hotel and was on his way out through the lobby to an engagement when he saw us there. He may have sat with us for about 15 minutes (though his message was abundantly clear)."

I want to make clear the nature of Stephanie and I's meeting with WM, as well as the nature of Chief Nitah's participation. In our view, this does not meet the burden of community consultation simply as no community consultation occurred.

Steve

STEPHEN ELLIS

NWT Treaty #8 Tribal Corporation
Box 28
Lutsel K'e, NT X0E 1A0
Tel: (867) 370-3217

Fax: (867) 370-3209

**This Akaitcho Exploration Agreement dated for reference
this __ day of _____, 200_.**

Between

<Akaitcho Dene First Nation>

and

<Company>

a company established under the laws of ___ with its main office in __, __

(In this Agreement "Party" means either <Company> or <Akaitcho Dene First Nation> and "Parties" means both of them.)

WHEREAS <Company> wishes to conduct an exploration program on mineral prospects located within the traditional territory of the <Akaitcho Dene First Nation>;

AND WHEREAS the members of the <Akaitcho Dene First Nation> have constitutionally protected aboriginal and treaty rights in their traditional territory;

AND WHEREAS <Company> recognizes that its proposed exploration program may impact the <Akaitcho Dene First Nation>, its traditional lands, its relationship with the land, water and resources, its social and cultural values, its way of life and the environment, and wishes to take positive steps towards developing a respectful relationship with the <Akaitcho Dene First Nation>;

AND WHEREAS the <Akaitcho Dene First Nation> recognizes <Company>'s desire to conduct a mineral exploration program in a manner which is respectful of the <Akaitcho Dene First Nation>, its traditional territory, its relationship with the land, water and resources, its social and cultural values, its way of life and the environment;

AND WHEREAS the <Akaitcho Dene First Nation> supports <Company>'s mineral exploration program on the terms and conditions set out in this Agreement;

NOW THEREFORE, IN CONSIDERATION OF THE TERMS AND OTHER CONSIDERATIONS SET OUT BELOW, THE PARTIES AGREE AS FOLLOWS:

Schedules form part of this Agreement

1. This Agreement includes the attached Schedules A to E.

Property(ies) subject to this Agreement

2. The mineral property or properties [hereinafter, the "Property(ies)"] subject to this Agreement is/are identified as follows: <insert description of mineral interest(s) as recorded with the NWT Mining Recorder> and is/are shown pictorially in the diagram included herein as Schedule A.

Exploration activities covered by this Agreement

3. The exploration program included herein as Schedule B (hereinafter, the "Exploration Program") shall be carried out according to the terms and conditions of this Agreement. Any exploration activities on the Property(ies) not described in Schedule B shall require further agreements or amendment to this Agreement by the Parties under such terms and conditions mutually agreed to by the Parties.

Consent for commercial mining (production)

4. <Company> agrees not to begin commercial mining within the Property(ies) without the prior consent of the <Akaitcho Dene First Nation>. Such consent is not guaranteed, but shall be solicited through:
 - a) the negotiation of an impacts-benefits agreement (IBA) between the Parties,
 - b) the ratification of that agreement by the members of impacted AKFN(s) in a manner to be determined by the AKFN(s),
 - c) the execution of a final IBA by the Parties.
5. <Company> agrees to pay the reasonable costs incurred by the <Akaitcho Dene First Nation> in negotiating, ratifying and executing the IBA referred to in Section 4.

Consultation requirements

6. <Company> shall engage in a process of regular and ongoing consultation with the <Akaitcho Dene First Nation> with respect to the planning, implementation, and closure of the Exploration Program.
7. <Company> recognizes that the <Akaitcho Dene First Nation> requires accurate, complete and timely information concerning the Exploration Program. <Company> agrees to participate in at least one face-to-face information-sharing meeting, if desired by the <Akaitcho Dene First Nation>, per field season.
8. <Company> agrees to make such disclosures of information to the <Akaitcho Dene First Nation> as may be required to enable the <Akaitcho Dene First Nation> to

discuss with <Company> any matters relating to the Exploration Program, including but not limited to environmental, engineering and financial studies and data.

9. <Company> agrees to pay the reasonable costs to conduct face-to-face consultation with the <Akaitcho Dene First Nation> as per Section 7. Meeting costs as described in Schedule C shall be borne by <Company>.
10. Within 60 days of the completion of each field season set forth in the Exploration Program, <Company> will submit to the <Akaitcho Dene First Nation> a report containing the following information:
 - a) A brief work program description, including a description of any mitigation measures undertaken to address actual or potential impacts to environment and cultural sites;
 - b) total program costs (total value of purchased goods and services, total direct wages and total direct work person-days);
 - c) number, position, and person-days of <Akaitcho Dene First Nation> members employed by the work program;
 - d) value of goods and services purchased from <Akaitcho Dene First Nation> businesses;
 - e) listing of consultations undertaken with the <Akaitcho Dene First Nation>;
 - f) a brief description of any program that may be undertaken in the next field season, including a description of any mitigation measures to be incorporated to address actual or potential impacts to the environment and cultural sites.

Confidentiality

11. Each Party agrees to treat information received from the other Party or developed in the course of dealings with the other Party, including the terms of this Agreement and the Archaeological Report (see Schedule D), as confidential, and to not disclose such information to any third party without the prior consent of the other Party.
12. The Parties acknowledge that as part of consultation it may be necessary for the <Akaitcho Dene First Nation> to disclose information that would be deemed to be confidential under this Agreement to the membership of the <Akaitcho Dene First Nation>. < Company > agrees that it shall not unreasonably withhold consent for such disclosures by the <Akaitcho Dene First Nation> to its members.
13. The confidentiality provisions herein do not apply to information disclosed under any legal requirement to do so.

Employment, training and business opportunities

14. <Company> will hire and train <Akaitcho Dene First Nation> members.

15. <Company> will directly negotiate business opportunities with businesses wholly or partially owned by the <Akaitcho Dene First Nation> wherever these businesses can demonstrate capacity and competitiveness.
16. <Company> will make best efforts to ensure that any of its sub-contractors working on the Exploration Program will adhere to Sections 14 and 15.

Archaeological studies

17. <Company> agrees to conduct an archaeological study (the “Study”), as described in Schedule D, provided an archaeological study of the immediate area has not already been completed.
18. <Company> will perform the Study within the Property(ies) prior to or in parallel to the commencement of the Exploration Program.
19. <Company> will offer employment to one or two members of the <Akaitcho Dene First Nation> as part of the research team undertaking the archaeological study. These individuals will be involved for the duration of the archaeological study, and will be identified by the <Akaitcho Dene First Nation>.

Monitoring

20. <Company> agrees to the Monitoring Protocol (hereinafter, the “Monitoring Protocol”) contained herein as Schedule E. <Company> further agrees that:
 - a) The Monitor referred to in Schedule E will monitor environmental and cultural impacts and actual or potential impacts upon aboriginal and treaty rights, and may require <Company> to undertake measures to eliminate or minimize such impacts upon the environment, cultural sites or aboriginal and treaty rights;
 - b) The Monitor is authorized by the <Akaitcho Dene First Nation> and <Company> to monitor <Company>’s obligations under Sections 14 through 16 above.
 - c) The Monitor is authorized by the <Akaitcho Dene First Nation> and <Company> to report to both Parties any activities which threaten the environment and cultural sites, or which will or may affect aboriginal and treaty rights, or <Company>’s obligations under Sections 14 through 16 above.
 - d) If the Monitor recommends a specified action(s) to mitigate or eliminate the disruptive activities of <Company> described herein in sub-Section 20. a) and appropriate action is not taken by <Company>, or if immediate action is required because of likely environmental harm or actual or potential impacts upon cultural sites or aboriginal and treaty rights, the <Company> agrees to suspend the threatening activities at the request of the <Akaitcho Dene First Nation>. Further management decisions by <Company> on avoidance or mitigation of impacts must be developed in consultation with the <Akaitcho Dene First Nation>.

Site Visits

21. <Company> agrees to accommodate and provide transportation or otherwise pay for the transportation costs of any reasonable request by the <Akaitcho Dene First Nation> for a site visit to the Property(ies), which at a minimum may include one site visit per field season in addition to site visits by any First Nations Monitor as may be required under the Monitoring Protocol.

Support for Exploration Program

22. The <Akaitcho Dene First Nation> agrees to not recommend the activities set forth in the Exploration Program for an environmental assessment.
23. The <Akaitcho Dene First Nation> will provide written support for the Exploration Program to the appropriate regulatory authorities. This support does not limit the <Akaitcho Dene First Nation>'s ability to make independent representations and submissions to applicable government and regulatory authorities or third parties regarding the terms and conditions of any permits, licenses, or approvals for the Exploration Program.

Transferability of this Agreement

24. This Agreement may be assigned by either Party hereto with the written consent of the other Party.
25. This Agreement shall ensure to the benefit of and be binding on and enforceable by the Parties and their respective successors and assigns.
26. If <Company> assigns all or part of its interest in the Propert(ies) and/or this Agreement to another person or company, <Company> shall require said successor or assign to assume all of the covenants, obligations and liabilities of <Company> under this Agreement. <Company> shall be released from its covenants, obligations and liabilities under this Agreement once all of the conditions referred to in this Section have been met.

Execution of this Agreement

27. The Parties will each designate one (1) individual responsible for supervising and monitoring the implementation of this Agreement. Such designations or any substitutions or temporary delegations shall be made in writing to the other Party under the notice provisions of this Agreement.

Modifications in Writing only

28. This Agreement may be modified provided such modification(s) are made in writing and agreed to by the Parties.

Notice Provision

29. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the Party to which it is to be given as follows:

(a) in case of <Akaitcho Dene First Nation>, to

<Chief or Designate>
<Akaitcho Dene First Nation>

(b) in case of <Company>:

<President or Designate>
< Company >

by registered mail or facsimile transmission where proof of receipt is obtained, or where the Parties agree, via email.

Dispute Resolution

30. The Parties shall make *bona fide* efforts to amicably resolve, by negotiation, and in a timely fashion any dispute or question which arises between them in connection with this Agreement. Each Party agrees to provide to the other Party, without prejudice, frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate such resolution.

31. The Parties will appoint one (1) person each to resolve any dispute or question in the manner described in Sections 30.

32. If at any time while this Agreement is in force, should any dispute or question arising between the Parties concerning the interpretation of this Agreement or any part thereof not be amicably resolved according to the provisions of Section 38 and 39 above, such dispute or question may be submitted by either Party to a mutually acceptable person for mediation.

33. Should attempts under Sections 30 to 32 of this Agreement fail to reach a resolution to a dispute or question, the Parties may by consensus turn to arbitration to resolve the matter, or if consensus on arbitration cannot be reached, then to the courts for remedy.

34. Notwithstanding Sections 30 through 33 of this Agreement, a Party has the right to commence legal proceedings at any time to obtain an order for damages or an

interim or permanent order for the protection or preservation of property rights of either Party or other interests, including aboriginal and treaty rights, that are the subject matter of a dispute or to prevent the loss of the right to commence proceedings due to the expiration of a limitation period.

Miscellaneous provisions

35. The Parties warrant that they have the entire requisite powers, capacity, and authorizations necessary to enter into this Agreement.
36. The Parties undertake that they shall expeditiously take such steps as may be necessary in respect to their governing legislation, articles of incorporation, by-laws and resolutions, as the case may be, to perform and comply with their obligations under this Agreement and that all actions, conditions and things will be done to give effect to their obligations under this Agreement as required by law, contract or otherwise.
37. Nothing in this Agreement constitutes or can be construed as creating a partnership, joint venture or employer-employee relationship between the Parties.
38. Nothing in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either Party hereto an agent or legal representative of the other Party.
39. The titles to the respective Sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

Entire Agreement

40. This Agreement constitutes the entire agreement to date between the Parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the Parties hereto with respect to the subject matter of this Agreement.

Jurisdiction

41. This Agreement is a legally binding contract that shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Northwest Territories and the federal laws of Canada applicable therein. Each Party irrevocably and unconditionally attorns and submits to the exclusive jurisdiction of the courts of the Northwest Territories, the Federal Court of Canada and all courts competent to hear appeals from either.

Coming into force and termination

42. This Agreement shall come into force on the date of its execution and remain in force until terminated by written agreement of the Parties or upon the completion by <Company> or its successors or assigns of the Exploration Program, including

any and all clean up and reclamation activities as per the terms and conditions of their land-use permit and or water license.

Invalidity

43. In the event that any provision of this Agreement is declared to be invalid, unenforceable or otherwise contrary to law by any court of competent jurisdiction, the invalidity, unenforceability or legality of such provision shall not affect the validity, enforceability or legality of any other provision, each provision is hereby declared to be separate, severable and distinct, and this Agreement shall continue in force in accordance with the remaining provisions hereof; and the Parties shall use their best efforts to negotiate an alternative provision which achieves the objectives of the provision so declared to be invalid, unenforceable or otherwise contrary to law.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____, 200_:

<Akaitcho Dene First Nation>

<Company>

By:

Per:

Chief

Authorized Signatory

Councilor

Per:

Authorized Signatory

Councilor

Councilor

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Schedule A

to the Agreement dated _____ between <Company> and <Akaitcho Dene First Nation>

Insert Map showing Property(ies)

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Schedule B

to the Agreement dated _____ between <Company> and <Akaitcho Dene First Nation>

Insert description of Exploration Program

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Schedule C

to the Agreement dated _____ between <Company> and <Akaitcho Dene First Nation>

The following costs of a face-to-face meeting are to be borne by <Company>:

- | | |
|-------------------------------------|--------|
| 1. Hall rental | \$500 |
| 2. Translator x 2 | \$1000 |
| 3. Translation equipment rental | \$400 |
| 4. Chief and council honorarium x 6 | \$1800 |
| 5. Elders Senate/committee x 6 | \$1200 |
| 6. Refreshments/Lunch | \$500 |
| 7. Rapporteur x 1 day | \$500 |
| 8. 15% administration fee | \$??? |

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Schedule D

to the Agreement dated _____ between <Company> and <Akaitcho Dene First Nation>

Archaeological Study

1. <Company> will retain an accredited archaeologist (“Archaeologist”) that has been approved by the <Akaitcho Dene First Nation> to carry out a field examination and study (“the Study”) on the Property(ies). The purpose of the Study is to determine the existence of any archaeological or cultural sites (the “Sites”) of <Akaitcho Dene First Nation> peoples within the Property(ies). The Archaeologist shall retain one or two <Akaitcho Dene First Nation> member(s) as a co-researcher(s) to provide assistance in carrying out the fieldwork and other research as determined by the Archaeologist. <Company> will be responsible for the remuneration of the Archaeologist and the co-researcher(s).
2. <Company> will advise the Archaeologist that his or her retention by <Company> is subject to the provisions of this Agreement.
3. <Company> agrees to provide the Archaeologist with a copy of the Exploration Program, including exploration plans, drill targets, and other information as may be necessary to enable the Archaeologist to assess all areas of potential activity which may result in surface disturbance.
4. The Archaeologist will carry out a field examination of the Property(ies) either prior to commencement of or during the Exploration Program. Upon completion of the field examination <Company> and the <Akaitcho Dene First Nation> will be advised as soon as practicable that the Property(ies) has been so examined.
5. <Akaitcho Dene First Nation> agrees that <Company>’s Exploration Program can commence on the Property(ies) prior to the completion of the Study provided no significant actual or potential Sites have been encountered by the Archaeologist.
6. <Akaitcho Dene First Nation> and <Company> will be notified by the Archaeologist of all Sites immediately.
7. <Akaitcho Dene First Nation> agrees to provide the Archaeologist with such available ethnohistorical data as he/she may require, and as the <Akaitcho Dene First Nation> may possess, in order for the preparation of a complete and accurate written Archaeological Report in respect of the Study. <Company> will pay to the <Akaitcho Dene First Nation> a reasonable amount to recover its costs incurred to prepare and provide such ethnohistorical data and analysis to

the Archaeologist. The amount of compensation will be negotiated between <Akaiicho Dene First Nation> and <Company> according to industry practice on the basis of actual costs incurred in preparing and providing this data.

8. The Archaeologist will produce a final report (the "Archaeological Report") within 90 days of completion of the field examination of the Property(ies). Upon completion of the Archaeological Report, the Archaeologist shall provide a copy of same to each of the <Akaiicho Dene First Nation> and <Company>.
9. Upon receipt of the Archaeological Report, the Parties shall have the right upon request to have direct access to all research data of the Archaeologist to confirm any Sites that may be identified in the Archaeological Report.
10. The Archaeological Report shall be the property of the <Akaiicho Dene First Nation>.

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Schedule E

to the Agreement dated _____ between <Company> and <Akaitcho Dene First Nation>

Monitoring Protocol

1. <Akaitcho Dene First Nation> and <Company> agree that monitoring of <Company>'s Exploration Program activities on the Property(ies) will be carried out by a First Nation Monitor (the "Monitor"), who will have the following duties:
 - a. To monitor the activities on the Property(ies) and provide the Parties with up-to-date information on activities relating to environmental, cultural, and aboriginal and treaty rights protection;
 - b. To provide reports following each monitoring trip to the <Akaitcho Dene First Nation> and <Company> as described in Section 4 and onward below;
 - c. To monitor Exploration Program activities and advise <Company> on measures to avoid/minimize environmental and cultural impacts and any actual or potential infringements upon aboriginal and treaty rights;
 - d. To monitor and advise <Company> and <Akaitcho Dene First Nation> upon the preservation of archaeological and cultural sites in the vicinity of Exploration Program activities;
 - e. To attend meetings between the <Akaitcho Dene First Nation> and <Company> as required.
2. <Company> shall designate a person (or persons) who is regularly present on the Property(ies) when the Exploration Program is taking place and who has responsibilities for environmental monitoring to provide the Monitor with regular briefings.
3. The Monitor may advise the site supervisory staff of issues of concern at any time. When environmental or aboriginal and treaty rights issues deserving immediate attention are discovered, the Monitor will report directly to <Company> and the <Akaitcho Dene First Nation>. As soon as possible after such an issue is reported, the Monitor will provide a written report of the concern to the <Akaitcho Dene First Nation> and <Company>, with the intention of ensuring that the earliest attention is given to aboriginal and treaty rights concerns.

4. The Monitor will periodically provide reports on relevant observations and recommendations to <Company>.
5. In the conduct of his/her duties, the Monitor will adhere to all applicable rules and safety procedures established by <Company>.
6. The Monitor will be an employee of the <Akaitcho Dene First Nation> or its designate. <Company> will pay the <Akaitcho Dene First Nation> \$XXX per day that the Monitor is visiting the Property(ies) to cover the cost of salary, benefits, and expenses associated with <Akaitcho Dene First Nation>'s employment of the Monitor. Such expenses may, at the <Akaitcho Dene First Nation>'s discretion, include supplies and minor equipment purchases. Travel and accommodations for site visits will be provided by <Company> at <Company>'s expense.
7. While the Monitor is at the Property(ies), <Company> will provide for meals and accommodations to the same standard as it provides to its own employees.
8. <Company> may, at the <Akaitcho Dene First Nation>'s discretion, retain a wildlife biologist in relation to the activities described in Section 9 herein.
9. Subject to Section 10 herein, upon providing reasonable advance notice to <Company>, the Monitor may visit the Property(ies) upon start-up of a program, once upon the completion of a program, and as frequently as is felt necessary by the Monitor to properly fulfill the Monitor's obligations and responsibilities under this Agreement, up to once per month.
10. In the event of an environmental incident or an incident involving any actual or potential impact upon the environment or the exercise of aboriginal and treaty rights, the Parties agree that the Monitor may be required to visit the Property(ies) more than the number of times referred to in section 9 herein.
11. With the exception of an environmental or aboriginal and treaty rights emergency, all trips to and from the Property(ies) by the Monitor will be planned in conjunction with scheduled site service trips.
12. Subject to Section 13 herein, <Company> will take reasonable steps to make available on-site transportation within the Property(ies) to enable the Monitor to carry out his/her work. In the event of an emergency, safety and medical personnel will have priority use of on-site transportation.
13. Site visits by the Monitor will be scheduled to not conflict with drill rig, core and crew moves, or other health and safety considerations.

14. <Company> will provide a hand-held radio or other safety communication device to the Monitor for use in the field.
15. The Monitor will be notified immediately by site management in the event of any environmental spill or wildlife incident reportable under the MVRMA or successor legislation.
16. The Parties intend that the Monitor will be able to conduct independent observations of site activities for the purpose of environmental or aboriginal and treaty rights auditing. The Parties recognize that, if drilling is to take place, this audit function may require visits by the Monitor to drill sites or other areas of environmental or aboriginal and treaty rights concern.
17. This Monitoring Protocol shall be reviewed at least annually by the Parties, or more frequently if required, and amended as necessary to ensure the Monitor is able to carry out his/her duties effectively in light of the proposed Exploration Program.

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