

MEMORANDUM OF UNDERSTANDING

BETWEEN on one part Université Laval, a legal person constituted by a private law from « Assemblée nationale » on December 8 1970 (L.Q. 1970, c. 78), having its head office at Quebec City, Province of Quebec, Canada, acting in the name and on behalf of the "Centre d'études nordiques" represented by its Vice-Recteur ^{recherche et au développement, Eric Boyce} ~~à la recherche et à la création, Edwin Bourget,~~

hereafter designated as "CEN"

AND Makivik Corporation, a corporation legally constituted and having its head office in Kuujuaq, Quebec, J0M 1C0 represented by its Vice-President, Resource Development, Adamie Delisle-Alaku,

hereafter designated as "Makivik"

AND Kativik Regional Government, a public law body corporation duly constituted under Section 239 of the *Act respecting Northern Villages and the Kativik Regional Government* (CQLR, c. V-6.1), having its head office at P.O. Box 9, in Kuujuaq, Québec, J0M 1C0 represented by its Chairperson, Jennifer Munnick, and its secretary, Ina Gordon,

hereafter designated as "Kativik"

AND on the other part, Centre National de la Recherche Scientifique, a public scientific and technological institution, whose registered address is 3, rue Michel-Ange 75794 Paris cedex 16, France, represented by its President, Professor Alain Fuchs,

hereafter designated as "CNRS"

hereafter designated individually as a "Party" or collectively as the "Parties"

WHEREAS Université Laval, the Institut national de la recherche scientifique (INRS) and Université of Québec in Rimouski have founded an inter-institutional and interdisciplinary research centre, the Centre d'Études Nordiques (CEN), which is specialized in Northern Research;

WHEREAS CEN has a strong commitment to public outreach, education and the dissemination of northern science and works closely with Cree and Inuit communities, and other national and international partners;

WHEREAS Makivik is a not-for-profit company, established under the *James Bay and Northern Quebec Agreement*; signed in 1975.

WHEREAS Makivik operates a research centre, the Nunavik Research Centre (NRC), based in Kuujuaq;

WHEREAS Kativik maintains a strong interest in research activities done in Nunavik, gathering of local and regional traditional knowledge, the dissemination of results in the communities and to regional users.

WHEREAS CNRS (France) has established, through its Institute of Ecology and Environment (INEE) a research agreement with CEN, signed in September 2012 to develop a France-Québec multidisciplinary research project titled OHMI-Nunavik or TUKISIK;

WHEREAS collaboration between all Parties contributes to an increased effectiveness of quality research undertaken in Nunavik as well as benefits to the Inuit communities;

WHEREAS the Parties wish to establish the principles upon which the aforementioned collaboration and exchange of resources shall occur in this Memorandum of Understanding ("MOU");

NOW THEREFORE the Parties hereto agree to the following:

1. LEGAL EFFECT

This MOU indicates the respective intentions of the Parties and, unless otherwise expressly provided for herein, shall not be legally binding on any Party. The Parties agree that except as provided for herein, this MOU is not intended to create and does not create any legal relationship between the Parties. Notwithstanding the foregoing, the Parties will use their best and reasonable efforts to undertake the obligations listed at section 2, 3, 5, 6, 8 and 9 inclusively; whereas the provisions of section 1, 4, 7 and sections 10 to 19 inclusively of this MOU shall be legally binding and enforceable on the Parties.

2. OBJECTS

The Parties hereby agree to work co-operatively together and coordinate their respective activities in order to:

- (a) support the TUKISIK project (OHMI-Nunavik) a northern scientific and traditional knowledge France-Québec research project. This project is multifaceted, and will focus on sound research, community involvement, and public dissemination of results;
- (b) co-operatively assess the potential for entering into joint research activities within TUKISIK. It is understood by the Parties that for each joint research activities there will be a specific agreement which respects the principles set out in this MOU, subject however to resources available to each Party and to obtaining the required financing;
- (c) seek opportunities for financing this cooperative TUKISIK project, involving other funding partners and apply for international cooperation programs where appropriate.

3. BACKGROUND

Nunavik Research Centre (NRC)

NRC was initially established in 1978 after the signing of the *James Bay & Northern Quebec Agreement* to monitor and collect land use and ecological data in the Nunavik region. The Nunavik Research Centre is operated under the Resource Development Department of Makivik Corporation. Research is conducted on the quality of country foods, environmental studies and wildlife management. The Nunavik Research Centre monitors wildlife diseases that affect animal health or can infect humans. The staff works closely with universities in addition to federal and provincial biologists to gather information necessary for the management of country food species. Two atomic absorption spectrometers measure heavy metal levels in country foods. NRC supplies the Nunavik Board of Nutrition and Health and other agencies with metal contaminant data. A Cartographic Section conducts land-use studies and environmental assessments, maintains and creates GIS databases, and provides mapping services for field studies or presentation purposes. Its clients include, amongst others, the Nunavik Mineral Development Fund, the Kativik Regional Government and the Nunavik Tourism Board. In order to fulfill its mandate, the Nunavik Research Centre (NRC) uses, as much as possible, the assistance of Inuit employees to conduct studies concerning the needs and interests of Nunavik Inuit in regards to food supply, environment and wildlife management.

Kativik Regional Government (KRG)

KRG was created in 1978 pursuant to the *James Bay and Northern Québec Agreement* to deliver public services to Nunavimmiut. The sectors in which KRG currently delivers services include: airport management and marine infrastructure maintenance, regional and local economic development, as well as business development, policing and civil security, crime victims assistance, Inuit hunting, fishing and trapping support, as well as wildlife conservation, environment and climate change research, park development and management, employment, training and income support, childcare services, municipal infrastructure development and drinking water monitoring, Internet access, sports and recreation.

Centre d'études nordiques (CEN)

CEN is a centre of excellence for the study of high latitude climate, landscapes, aquatic environments, vegetation and wildlife. Its mission is to contribute to the sustainable development of northern regions by way of an improved understanding of environmental change and the associated impacts, implications and challenges. The CEN is a research center involving three academic institutions Université Laval, Université du Québec à Rimouski and Institut national de la recherche scientifique. The CEN includes also researchers from the Université du Québec à Trois-Rivières, Université de Sherbrooke, Université de Montréal, Université du Québec à Chicoutimi, Université du Québec à Montréal, McGill University, Concordia University and CEGEP FX Garneau. CEN brings together over 300 researchers, graduate students, postdoctoral research fellows and professionals from diverse disciplines. Its infrastructure includes the CEN secretariat at Université Laval, 75 automated climate and permafrost monitoring stations in the SILA network; and a network of seven northern research sites spanning 30 degrees of latitude in eastern Canada (the Qaujisarvik network), including a research station on Hudson Bay (Kuujuarapik) that is operated throughout the year. The CEN works closely with Cree and Inuit communities, other national and international partners, and the Network of Centers of

Excellence ArcticNet. It has a strong commitment to public outreach, education and the dissemination of northern science.

Institute of Ecology and Environment (INEE) of CNRS

INEE is a research institute that combines research with action, and contributes to the advancement of knowledge for sustainable development. Its mission is to bring the environmental sciences to the fore as an integrated scientific field. Its goals are to promote creativity and undertake fundamental research of excellence, and to set up and develop innovative tools in global ecology through the development of partnerships. Research is carried out by a network of laboratories in the fields of evolutionary science, biodiversity, and ecology and human-environment interactions. The Institute mobilizes a community of scientists from a variety of disciplines, and coordinates a wide range of interdisciplinary research into terrestrial and marine ecosystems and environments. INEE is highly active at the international level and takes part in the European Research Area. The Institute collaborates with teams on every continent, especially in biodiversity hotspots in Africa, Asia and Oceania. Its commitment to research in French Guiana has enabled it to build strong relationships in South America, with Brazil in particular.

Human-Environment Observatories (OHM)

OHM is a concept developed in France by CNRS researchers. The purpose of OHM is to support and foster fundamental and applied research on issues related to the interaction between humans and their living environment. Research plans are developed around a local or regional founding event and its impacts on the community or its environment (e.g. establishment or shutdown of a mine or an industry, accelerated urbanization, climate change, desertification, water contamination). There is actually nine OHM, five located in France and four in others countries. Those are name OHM International (OHMI). This network of OHM promotes the use of multidisciplinary expertise to address these issues. They are designed, developed and created in partnership with local communities.

OHMI-Nunavik or TUKISIK project:

The TUKISIK project (OHMI-Nunavik) has emerged as a collaborative and interdisciplinary research initiative between CNRS and CEN. The research themes prioritized are Knowledge Transfer, Food Security, Territory and Protected Areas, Health and Environment, Impacts and Benefits of Mining Projects.

4. INDEPENDENT ACTIVITIES

Notwithstanding anything else in this MOU, the Parties shall maintain the integrity and autonomy of their respective activities, and for all intents and purposes of this MOU, the Parties will be and remain independent contractors.

5. COOPERATIVE ACTIVITIES

The Parties agree that their research personnel shall coordinate and, insofar as possible, conduct research activities of mutual interest among the TUKISIK projects submitted (2015-2019), , and that they will be represented on the project Steering Committee.

The Parties agree that cooperation may include all areas of northern research but the scope of the TUKISIK project will be defined by the project Steering Committee. The four Parties are represented in this Committee by at least one person who meets at least twice a year and the decision is made by consensus.

Collaboration will include joint supervision of Master and Doctoral theses, as defined by the Parties.

6. INTELLECTUAL PROPERTY RIGHTS

Definitions

Results: means any tangible or intangible output of the action, such as data, knowledge or information that is generated in TUKISIK projects, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Background: means any data, know-how information whatever its form or nature, tangible or intangible including any rights such as Intellectual Property rights, which is : (i) held by a Party before the Effective date; (ii) developed by a Party outside the Project; (iii) needed for carrying out the TUKISIK projects or for exploiting the Results of the Project and identified by the Parties in writing at the Effective date.

Access rights: use rights of Results and Background.

Each of the Parties undertakes to promptly report all Results jointly obtained under this MOU to the other Parties.

Unless otherwise agreed in a separate agreement, the Parties acknowledge that all Results shall be the joint property of the Parties who contributed scientifically to their development, in accordance with the current policies of the Parties concerned.

The Parties shall agree on the protection of the joint Results, including the choice of territories, the share of the expenses of the patent applications and preservation solution of the patents and the appointment of the Party in charge of the protection and exploitation of the joint project Results. With regard to any decisions involving patent protection, the appointed Party shall consult the other Parties and keep informed the other Parties on patent prosecution.

Except to specifications below, there is no transfer of ownership of Background between the Parties due to this MOU.

For clarity, each Party shall retain for itself all right title and interest in any pre-existing Background intellectual property owned by that Party.

The Parties shall mutually grant each other a non-exclusive perpetual right to use the Results, free of royalties, whether or not they may be patentable, within the framework of their research activities, internal development, and teaching activities. Access rights to Background shall be granted between the Parties on fair and reasonable conditions.

7. FINANCIAL SUPPORT

Unless otherwise mutually and specifically agreed in writing by the Parties, each Party shall bear any and all of its own costs of its respective activities under the MOU. There will be no financial obligations, guarantees or otherwise, between the Parties resulting from the present MOU.

8. DATA EXCHANGE

The Parties shall endeavor to develop a comprehensive protocol to exchange data in respect to scientific programs supported to fulfill the objectives of this MOU, however subject to section 10 herein below.

9. ANNUAL REVIEW

- 9.1 CEN, CNRS, Kativik and Makivik's respective representatives shall endeavour to meet at least once per year, on a date to be determined by the Parties to discuss matters related to this MOU. In addition, they may, if they so agree, make amendments to this MOU, provided that such amendments must always be in writing. Without limiting the generality of the foregoing, the annual review may also include discussion in the areas of cooperation for the following year to ensure mutual understanding of operations and to gain insight into any projects, including field projects, planned for the next year.
- 9.2 Annual review meetings may alternate between Kuujjuaq and Quebec City, or may be held by teleconference or in another appropriate place for the Parties as the Parties may agree.

10. CONFIDENTIALITY

- 10.1 For the purposes of this MOU "Confidential Information" means all information disclosed by any written, graphic, verbal or physical form, including but not limited to scientific knowledge, know-how, procedures, inventions, technical information, formulae, products, plans, biological material and software owned or under the control of one of the Parties, identified as "confidential" or in a similar manner. The following information is excluded from the above:
- (a) information of which the receiving Party is aware before its receipt and for which it may, at the request of the disclosing Party, produce documents demonstrating such prior knowledge; or
 - (b) information which is publicly known or generally accessible to the public before the date of its receipt by the receiving Party, including through press files, publication in journals or in promotional documents or through other materials or documents distributed by the disclosing Party or by third parties; or

- (c) information which becomes publicly known or accessible to the public following its receipt by the receiving Party without violation by it of the confidentiality obligations under this MOU; or
- (d) information which the receiving Party obtains from a third party, on a non-confidential basis; or
- (e) information which the receiving Party independently develops as may be demonstrated through documents; or
- (f) information which the receiving Party is legally required to disclose provided that as soon as possible, it advises the disclosing Party of said requirement; or
- (g) information which the disclosing Party authorizes the receiving Party in writing to disclose or use, but in such cases, only insofar as said authorization allows.

10.2 In order to accomplish the objectives noted in this MOU, the Parties agree that they may be called upon to exchange Confidential Information. In this respect neither of the Parties shall disclose, nor permit any person employed or engaged by it to disclose Confidential Information gained by it arising out of the activities contemplated by this MOU; except to such individuals within their respective organizations who have a need to know such Confidential Information for the purposes of the activities contemplated in this MOU and who have agreed to keep such Confidential Information confidential.

11. TERM

- 11.1 The duration of this MOU shall be one (1) year from the date of execution hereof. Upon written agreement of the Parties, this MOU may be extended for an extra year, up to a maximum duration of three (3) years.
- 11.2 Either Party may terminate this MOU upon a written notice to the other Party, said termination to be effective three (3) months from the date of issuance of such notice.
- 11.3 The MOU may be amended or extended through mutual written agreement of the Parties.

12. AMENDMENT

Any addition or modification to the present MOU requires the consent of all the Parties shall be made in writing and signed by all Parties, upon the recommendation by the project Steering committee (see 5.0).

13. NOTIFICATION

For the purposes of this MOU, a notice given by one Party to the other shall be sent to:

Centre d'études nordiques :

Lucie Girard
 Directrice du bureau de la recherche et de la création et
 adjointe au Vice-recteur
 Vice-rectorat à la recherche et à la création
 Pavillon des Sciences de l'Éducation, local 1416
 2320, rue des Bibliothèques
 Québec (Québec) Canada G1V 0A6
 Phone: (418) 656-2131 poste 5263
 Email: lucie.girard@vrr.ulaval.ca

Centre National de la Recherche Scientifique :

Stéphanie Thiébaud
 Directrice de l'INEE
 CNRS
 3 rue Michel-Ange,
 75794 Paris Cedex 16 FRANCE
 Email: stephanie.thiebault@cns-dir.fr

Kativik Regional Government:

Markusi Qisiiq
 Director of the Renewable Resources, Environment, Lands and Parks
 Department P.O. Box 9
 Kuujjuaq, Quebec,
 Canada J0M 1C0
 Phone : (819) 964-2961
 Toll free: 1-877-964-2961
 Email: mqisiiq@krq.ca

Makivik Corporation:

Adamie Delisle Alaku
 Vice-President, Resource Development
 P.O. Box 179
 Kuujjuaq, Quebec J0M 1C0
 Phone: (819) 964.2925
 Toll free: 1-877-625-4845
 Email: a_delislealaku@makivik.org

Any notice to be given by either Party hereto to the other pursuant to this MOU shall be in writing and delivered by hand during the receiving Party's normal business hours to the aforementioned address (or such other address as notified by a Party by notice given under this clause).

14. LIABILITY

Each Party will assume all risk and liability in respect of its respective employees, agents, servants and contractors for any injury to such persons or damage to property owned by it resulting in any manner from the conduct of its operations or the operations of its agents, servants or contractors pursuant to this MOU; except to the extent that any injury to persons or damage to property occurs as a result of the negligence or willful misconduct of the other Party.

15. EXCLUSION OF LIABILITY

Notwithstanding anything to the contrary expressed or implied in this MOU, none of the Parties shall be liable to the other Party(ies) for any indirect or consequential damages or any economic losses of any kind, regardless of whether the liability to which such damages relate arises in contract, civil liability or otherwise in law.

Notwithstanding the foregoing, a Party shall be liable to the other Party(ies) for direct damages arising from a breach of the binding provisions of the present MOU, or arising from willful misconduct or gross negligence of the defaulting Party (the "Direct Damages"). In such circumstance, the defaulting Party shall indemnify and hold harmless the aggrieved Party(ies) for such Direct Damages .

16. INTELLECTUAL PROPERTY

This MOU does not transfer to a Party any rights whatsoever (including ownership, license(s) or *usufruct*) to any intellectual property developed by the other Party before any cooperation project within the framework of this MOU starts, after it is completed or within the context of other projects undertaken outside but concurrently with those carried out under this MOU.

17. MARKS AND TRADEMARKS

Neither Party will use, nor shall it permit any person employed by it to use, identifying marks or trademarks of a Party other than with the prior written consent of such Party, which may be arbitrarily withheld.

18. RELATIONSHIP

Nothing in this MOU shall make the relationship between the Parties one of partnership or joint venture. Nothing in this MOU constitutes authority for one Party to make commitments which bind a Party or to otherwise act on behalf of such Party.

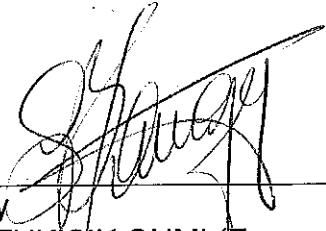
19. GOVERNING LAW; LANGUAGE

The provisions of this MOU shall be governed by the laws of the Province of Québec, as well as the federal laws of Canada as it may apply.

The present MOU has been drafted in English language at the express and mutual request of all Parties. *Le présent contrat a été rédigé en anglais à la demande expresse et conjointe des Parties.*

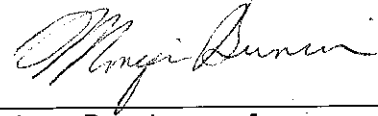
The undersigned acknowledge having read this MOU and agree with the terms herein.

INEE



Sylvie Blangy
Co-director TUKISIK OHMI (France)

INRS



Dr. Monique Bernier, professor
Centre Eau Terre Environnement
Co-director TUKISIK OHMI (Canada)

CEN



Najat Bhiry, CEN Director
University Laval

IN WITNESS WHEREOF, the Parties have signed this MOU, in four copies, as:

Université Laval

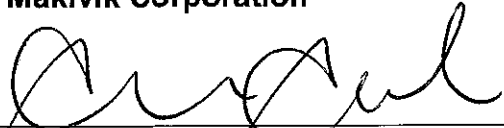


~~Edwin Bourget~~ *Éric Bource*
Vice-Recteur ~~à la recherche et~~
~~à la création~~ *exécutif et au développement*

Signed at Québec,

02/12/16 2016

Makivik Corporation

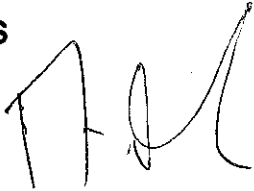


Adamie Delisle-Alaku
Vice-President, Resource Development

Signed at KUUSUAW,

10th NOV 2016

CNRS

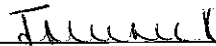


Alain Fuchs
President CNRS

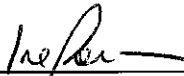
Signed at Paris,

12 Mai 2017

KRG



Jennifer Munnick
Chairperson



Ina Gordon
Secretary

Signed at Kuusuuaw,

Nov 7 2016