

THIS AGREEMENT made in duplicate this 25TH day of MAY, 1998.

BETWEEN: THE GOVERNMENT OF CANADA represented by the Minister of Labour and The Minister of Human Resources Development (herein referred to as "Canada")

Exhibit #71

AND

THE GOVERNMENT OF THE PROVINCE OF MANITOBA represented by the Minister of Labour, (herein referred to as "the Province")

WHEREAS Parliament by an Act respecting the Hudson Bay Mining and Smelting Co., Limited, S.C. 1947, c.62 has exclusive legislative jurisdiction in respect of occupational safety and health matters relating to employment by the Hudson Bay Mining and Smelting Co., Limited (herein called "the Company") in the Flin Flon mineral area; and

WHEREAS Canada and the Province agree that it is in the public interest that employees employed by the Company in the Flin Flon mineral area be subject to the same occupational safety and health laws as the employees of other mine operations in the Province; and

WHEREAS the parties further agree that Manitoba laws relating to occupational safety and health are appropriate for this purpose; and

WHEREAS Parliament has enacted legislation amending an Act respecting the Hudson Bay Mining and Smelting Co., Limited to provide that certain Statutes and Regulations of the Legislature of Manitoba shall apply to the operations of the Company in the Flin Flon mineral area; and (herein referred to as "the amendment"); and

WHEREAS the Province has indicated its willingness and capacity to effectively administer through an Act respecting the Hudson Bay Mining and Smelting Co., Ltd. its occupational safety and health laws with respect to employment on or in connection with the Company's works and undertakings in the Flin Flon mineral area;

THEREFORE the Parties agree each with the other as follows:

1. The Province agrees to continue to provide such administrative, inspection, enforcement and related services consistent with an Act respecting the Hudson Bay Mining and Smelting Co., Limited and its regulations as it has provided in fiscal year 1997-1998 and further agrees to provide such services as may be required to give full effect to the said amendment.
2. The Province further agrees to inform Canada of any change which is proposed to be made to the Statutes of the Legislature of Manitoba and the Regulations thereunder which are referred to in the amendment, as amended from time to time.
3. Canada shall compensate the Province for the provision of the services specified in Clause 1, in accordance with the appended Schedule I.

4. The Province agrees to provide Canada with an annual report of all activities set out in the appended **Schedule II**, and their associated cost, where applicable, carried out in accordance with this agreement. The report, for the 12 month period ending on December 31st of each year, is to be provided no later than March 31st of the following year.

5. The Province shall make readily available for examination all reports concerning complaints, investigations, prosecutions and any other activities set out in **Schedule II** as warranted for the purposes of the agreement.

6. Notices and correspondence under this agreement may be addressed as follows:

- a) If directed to Canada, to the Manager, Technical Services, Manitoba Region, Labour Program, Human Resources Development Canada, Paris Building 600 - 259 Portage Avenue, Winnipeg, Manitoba, R3B 3L4;
- b) If directed to the Province, to the Executive Director, Workplace Safety and Health Division, Manitoba Department of Labour, 200 - 401 York Avenue, Winnipeg, Manitoba R3C 0P8.

7. Negotiations will take place during fiscal year 2000-2001 having the objective of reaching an agreement on the level of compensation respecting the provision of services provided by the Province and the renegotiation of the terms in the event the agreement needs updating

8. This agreement

(a) shall continue until March 31st, 2001, and thereafter from year to year from April 1st to March 31st in the following year until terminated as provided for hereunder;

(b) may be terminated by either party by giving notice in writing to the other party during the period between January 1st and March 31st of any year, and where such notice has been given, shall terminate on March 31st of the following year, but nothing in this provision shall affect the Province's responsibility to continue to prosecute any charges that its officials have laid prior to the termination of this agreement.

9. Any notice of termination must be given:

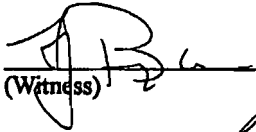
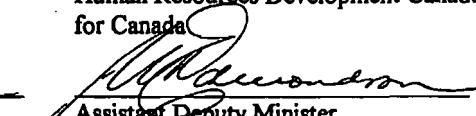
- (i) on the part of Canada, by its Minister of Labour, and
- (ii) on the part of the Province, by its Minister of Labour.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their duly authorized representatives on the day and year first above written.

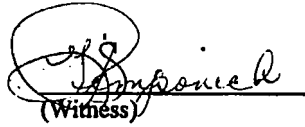
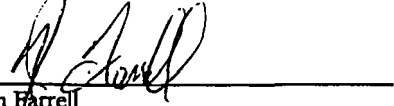
SIGNED, SEALED AND DELIVERED
in the presence of



Director General
Manitoba Region
Human Resources Development Canada
for Canada


(Witness)

Assistant Deputy Minister
Labour Program
Human Resources Development Canada,
for Canada


(Witness)

Tom Farrell
Deputy Minister of Labour
Province of Manitoba,
for the Province

SCHEDULE I

COMPENSATION TO BE PROVIDED BY CANADA TO THE PROVINCE WITH RESPECT TO SERVICES PROVIDED

1. Fiscal Year 1998-1999

Payment of \$150,800. The Province will invoice Canada on a quarterly basis, in arrears, in the amount of \$37,700.

2. Fiscal Year 1999-2000

Payment of \$156,100. The Province will invoice Canada on a quarterly basis, in arrears, in the amount of \$39,025.

3. Fiscal Year 2000-2001

Payment of \$160,800. The Province will invoice Canada on a quarterly basis, in arrears, in the amount of \$40,200.

4. Fiscal Year 2001-2002 and onwards

Negotiations will take place during fiscal year 2000-01 having the objective of reaching an agreement on the level of compensation respecting the provision of inspection and related services by the Province. It is agreed, at the outset, that the level of compensation shall not be less than \$121,000 per fiscal year.

5. Invoices

Officials of Labour and of the Labour Branch, Human Resources Development Canada shall mutually determine such details as must be included in invoices that are to be submitted to Canada for payment under this agreement.

Invoices shall be sent to:

Manager
Technical Services
Manitoba Region
Labour Program
Human Resources Development Canada
Paris Building
600 - 259 Portage Avenue
Winnipeg, Manitoba
R3B 3L4

SCHEDULE II

REPORTING REQUIREMENTS AND ACCESS TO DOCUMENTS

1. The Province must provide to Canada, no later than the 31st day of March of each year, starting in 1999, a list of all safety inspections and accident investigations made by Ministry of Labour officials pursuant to the Agreement, during the 12 month period ending on December 31st of the preceding year and a summary of mining accidents semi-annually.
2. The Province will notify Canada as soon as practicable, but no later than 24 hours from the issuance of any major stop-work order, of its issuance
3. The Province must notify Canada as soon as practicable but not later than 24 hours from the occurrence of an accident or other hazardous occurrence, by telephone or facsimile, of its date, time and location, that results in a severe injury to or death of an employee.
4. The Province will notify Canada of situations where charges are laid against Hudson Bay Mining and Smelting Co. Limited under an Act respecting the Hudson Bay Mining and Smelting Co., Ltd.
5. In the absence of the Manager, Labour Technical Services, Manitoba Region, Labour Branch, Human Resources Development Canada, any employee designated for the purpose by the Manager may be notified.
6. The Province shall make readily available at convenient times for examination at the request of the Manager, Labour Technical Services, Manitoba Region, Labour Branch, Human Resources Development Canada, or his designate:
 - (a) all reports concerning inspections or investigations conducted by provincial officials for the purposes of an Act respecting the Hudson Bay Mining and Smelting Co., Limited, and
 - (b) all directions, exemptions and special permits issued by provincial officials for the same purposes.