

Inuit Impact and Benefit
Agreement for Auyuittuq,
Quttinirpaaq and Sirmilik
National Parks

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AN INUIT IMPACT AND BENEFIT AGREEMENT

BETWEEN

The Inuit of the Nunavut Settlement Area, as represented by the Qikiqtani Inuit Association

AND

Her Majesty the Queen in Right of Canada, as represented by the Minister responsible for National Parks, referred to in this Agreement as the Minister of Canadian Heritage

WHEREAS the Parties are committed to establishing Auyuittuq National Park, Quttinirpaaq National Park and Sirmilik National Park in accordance with Article 8 of the *Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (Nunavut Land Claims Agreement)*;

AND WHEREAS Article 8 of the *Nunavut Land Claims Agreement* requires that, before a National Park is established in the Nunavut Settlement Area, Inuit and the Government of Canada will negotiate in good faith for the purpose of concluding an Inuit Impact and Benefit Agreement (IIBA);

AND WHEREAS an IIBA will include any matter connected with a proposed Park that would have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit either on a Nunavut-wide, regional or local basis;

AND WHEREAS the Parties have negotiated this IIBA based on and reflecting the following objectives:

- (a) to enhance cooperation between Inuit and the Government of Canada and to strengthen Inuit participation in the planning, management and operation of the Parks;
- (b) to recognize that Inuit are an integral part of the ecosystems of the Parks;
- (c) to honour the rights of Inuit in the Parks as set out in the *Nunavut Land Claims Agreement* and to promote greater awareness of these rights;
- (d) to establish the Parks as part of a system of National Parks that are dedicated to the people of Canada for their benefit, education and enjoyment;
- (e) to enhance the management of the Parks and the sustainable use of resources in the Parks by integrating Inuit knowledge, culture, and practices into the protection and conservation of the Parks and their resources, so as to leave the Parks unimpaired for future generations;
- (f) to provide opportunities for Inuit in the adjacent communities to benefit from the establishment, planning, management and operation of the Parks; and
- (g) to build a positive and effective relationship between the Parties to ensure that this IIBA is implemented with the spirit and intent with which it was negotiated;

AND WHEREAS the Qikiqtani Inuit Association, which represents Inuit in accordance with the *Nunavut Land Claims Agreement*, has ratified this IIBA by a vote of its Board of Directors;

AND WHEREAS the Cabinet has authorized the Minister to sign this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the Parties agree with each other to the following:

ARTICLE 1

DEFINITIONS, GENERAL PROVISIONS, AND UNDERTAKING AND FULFILMENT OF OBLIGATIONS

PART 1: DEFINITIONS

1.1.1 A term or phrase that is defined in the *Nunavut Land Claims Agreement* and is used in the same context in this Agreement has the same meaning as in the *Nunavut Land Claims Agreement*.

1.1.2 In this Agreement, unless the context requires otherwise,

"adjacent community" means, in the case of

- (a) Auyittuq National Park, one or both of Broughton Island and Pangnirtung;
- (b) Quttinirpaaq National Park, one or both of Grise Fiord and Resolute Bay;
- (c) Sirmilik National Park, one or both of Arctic Bay and Pond Inlet;

"Agreement" means this entire Inuit Impact and Benefit Agreement, including its Preamble and Schedules;

"Arbitration Board" means the body established under Part 1 of Article 38 of the *Nunavut Land Claims Agreement*;

"arbitration panel" means a panel established under Article 38 of the *Nunavut Land Claims Agreement*;

"CWS" means the Canadian Wildlife Service;

"Canadian Wildlife Service" means the part of the Department of the Environment of the Government of Canada that has the responsibility for migratory bird sanctuaries under the *Migratory Birds Convention Act, 1994*;

"CLARC" means the Community Lands and Resources Committee established by the Qikiqtani Inuit Association in each community to represent Inuit of the community in relation to the management and use of the lands and resources of their land use area;

"days" means regular working days Monday to Friday, excluding statutory holidays as recognized in federal and territorial statutes;

"Government" means the Government of Canada;

"HTO" means a Hunters and Trappers Organization;

"Hunters and Trappers Organization" means an organization referred to in Part 7 of Article 5 of the *Nunavut Land Claims Agreement*;

"IHT" means the Inuit Heritage Trust;

"Inuit Heritage Trust" means the trust established under Section 33.4.1 of the *Nunavut Land Claims*

Agreement;

“JPMC” means the Joint Inuit/Government Park Planning and Management Committee of the Park established under Section 5.1.1 of this Agreement and referred to in Section 8.4.11 of the *Nunavut Land Claims Agreement*;

“Kakivak Association” means the Society incorporated under that name in accordance with the *Societies Act* of the Northwest Territories;

“Minister” means the Minister responsible for National Parks or the Minister’s designate;

“Nunavut Field Unit” means the part of Parks Canada that is responsible for the management and operation of national parks in the Nunavut Territory described in the *Nunavut Act*;

“NIRB” means the Nunavut Impact Review Board;

“Nunavut Impact Review Board” means the institution referred to in Section 12.2.1 of the *Nunavut Land Claims Agreement*;

“NLCA” means the *Nunavut Land Claims Agreement*;

“*Nunavut Land Claims Agreement*” means the comprehensive land claims agreement entitled *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada* that was ratified by a vote of the Inuit of the Nunavut Settlement Area and by the *Nunavut Land Claims Agreement Act*;

“NWMB” means the Nunavut Wildlife Management Board;

“Nunavut Wildlife Management Board” means the institution referred to in Section 5.2.1 of the *Nunavut Land Claims Agreement*;

“Outpost camp” has the meaning set out in Section 7.1.1 of the *Nunavut Land Claims Agreement*;

“Park” means

- (a) Auyuittuq National Park, which is the National Park referred to in Section 8.2.2 of the *Nunavut Land Claims Agreement*;
- (b) Quttinirpaaq National Park, which is the National Park referred to in Section 8.2.3 of the *Nunavut Land Claims Agreement* as Ellesmere Island National Park; or
- (c) Sirmilik National Park, which is the National Park referred to in

Section 8.2.4 of the *Nunavut Land Claims Agreement* as a National Park in North Baffin;

“Park Business Licence” means a licence issued by the Superintendent of the Park under Section 4 of the *National Parks Businesses Regulations*;

“Park Management Plan” means a management plan for a Park required under Section 5 of the *National Parks Act* and Section 8.4.13 of the *Nunavut Land Claims Agreement*;

“Parks Canada” means the Parks Canada Agency of the Government of Canada, established by the *Parks Canada Agency Act*, that has the responsibility for National Parks under the *National Parks Act*, and is the “Canadian Parks Service” referred to in the *Nunavut Land Claims Agreement*;

“Party” means, for the purposes of this Agreement, the Inuit of the Nunavut Settlement Area, as represented by the Qikiqtani Inuit Association, or Her Majesty the Queen in Right of Canada, as represented by the Minister of Canadian Heritage;

“QIA” means the Qikiqtani Inuit Association;

“Qikiqtani Inuit Association” means the Society incorporated under that name in accordance with the *Societies Act* of the Northwest Territories;

“Superintendent” means a person appointed under the *Parks Canada Agency Act* as the superintendent of the Park, and includes any person appointed under that Act who is authorized by the superintendent to act on his or her behalf;

“visitor” means a person who enters or uses the Park, but does not include:

- (a) an Inuk;
- (b) a researcher;
- (c) an employee or contractor of Parks Canada who is acting within the scope of his or her employment or contract; or
- (d) an employee or contractor of the Government of Canada who is acting within the scope of his or her employment or contract and who is engaged in work on behalf of Parks Canada.

PART 2: GENERAL PROVISIONS

- 1.2.1 This Agreement is based on the relevant provisions of the *NLCA* and reflects the objectives set out in its Preamble.
- 1.2.2 This Agreement, as amended from time to time, constitutes the IIBA required by Sections 8.2.2 to 8.2.4 and Section 8.4.4 of the *NLCA*.

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- 1.2.3 Recognizing that Government retains ultimate responsibility for national parks, this Agreement does not limit the Minister's ability to exercise the authority granted to her by Parliament.
- 1.2.4 Within Parks Canada, the Superintendent is responsible and accountable for the day-to-day management of the Park and for ensuring that the Park Management Planning Program for the Park referred to in Part 3 of Article 5 of this Agreement is carried out in accordance with the terms of this Agreement.
- 1.2.5 This Agreement is a legally binding contract. It does not form part of the *NLCA* and is not intended to be a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*.
- 1.2.6 If there is any inconsistency or conflict between this Agreement and a Government memorandum of understanding or a Government policy that affects the Park, including a policy referred to in this Agreement, this Agreement prevails to the extent of the inconsistency or conflict.
- 1.2.7 The Minister and the QIA will each take all steps that are necessary to give full effect to the provisions of this Agreement.
- 1.2.8 All of the Articles of this Agreement, including the Schedules, will be read together and interpreted as one agreement.
- 1.2.9 Time is of the essence in the performance of all of the provisions of this Agreement.
- 1.2.10 This Agreement enures to the benefit of and binds each Party and its successors and assigns.
- 1.2.11 A Party's failure to enforce a provision of this Agreement does not constitute a waiver of the provision or affect the Party's right to enforce the provision at a later date.
- 1.2.12 This Agreement is governed by federal and territorial laws.
- 1.2.13 If any provision of this Agreement is declared invalid under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from the Agreement, and the remainder of the Agreement continues in full force and effect.
- 1.2.14 All communications between the Parties under this Agreement will be transmitted to the following persons, unless a Party designates an alternate person or address by means of reasonable notice in writing to the other Party:

Executive Director
Qikiqtani Inuit Association
P.O. Box 219
Iqaluit, NT X0A 0H0

Superintendent
Nunavut Field Unit, Parks Canada
P.O. Box 353
Pangnirtung, NT X0A 0R0

PART 3: UNDERTAKING AND FULFILMENT OF OBLIGATIONS

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- 1.3.1 If the Government transfers any responsibility or obligation under this Agreement from a person or body identified in this Agreement as having that responsibility or obligation to another person or body, the transferee is deemed to be a successor or assign of the Government for the purposes of Section 1.2.9 of this Agreement.
- 1.3.2 If the QIA transfers any responsibility or obligation under this Agreement from a person or body identified in this Agreement as having that responsibility or obligation to another person or body, the transferee is deemed to be a successor or assign of the QIA for the purposes of Section 1.2.9 of this Agreement.
- 1.3.3 When the Government is required to consult a party under this Agreement, the Government will provide to that party:
- (a) notice of the matter to which the consultation relates in sufficient form and detail to allow that party to prepare its views on the matter;
 - (b) a reasonable period of time to prepare its views on the matter and an opportunity to present those views to the Government;
 - (c) full and fair consideration of any views presented; and
 - (d) if any views are rejected, reasons in writing for the rejection within a reasonable period of time.

This section does not apply to a public consultation under Part 3 of Article 5 of this Agreement or to a consultation under Schedule 8-2 of this Agreement.

ARTICLE 2

WILDLIFE

PART 1: MANIPULATION OF WILDLIFE STOCKS OR POPULATIONS IN THE PARK

2.1.1 If the NWMB develops a policy on the manipulation of wildlife stocks and populations, the Parties will formally request that the policy allow for the distribution of the valuable parts of any wildlife killed in the Park to the HTO of each adjacent community.

PART 2: EMERGENCY KILLS

2.2.1 If, in an emergency, an employee or contractor of the Government who is acting within the scope of his or her employment or contract kills a polar bear in the Park, the Government will pay compensation to the HTO of each adjacent community affected by the kill. If the kill affects more than one adjacent community, the Government will pay the compensation in equal shares to the HTOs of those communities.

2.2.2 The compensation payable by the Government, under Section 2.2.1, will be determined according to the following formula:

- (a) five thousand dollars will be paid by the Government, upon notification to the HTO of the emergency kill; and
- (b) an additional five thousand dollars for each tag reduction will be paid by the Government upon notice of the change in the quota, where the subsequent year's quota is adjusted downwards beyond one tag to accommodate for the emergency kill.

ARTICLE 3

INUIT USE OF AND ACCESS TO THE PARK, ITS SERVICES AND FACILITIES

PART 1: NO COST FOR ENTRY INTO THE PARK AND EMERGENCY USE OF FACILITIES

- 3.1.1 Inuit are entitled to enter the Park at no cost.
- 3.1.2 An Inuk who enters the Park in accordance with the terms of a Park Business Licence will register. Registration will be at no cost.
- 3.1.3 In an emergency, an Inuk may use any facility in the Park, including a cabin, hut or emergency shelter, at his or her own risk. If he or she uses any supplies from a facility, he or she will notify a Park official and the HTO of the adjacent community nearest the facility of this use as soon as reasonably possible. Non-emergency use of facilities and supplies in the Park is prohibited.

PART 2: OUTPOST CAMPS IN THE PARK

- 3.2.1 Inuit are permitted to continue to occupy any existing outpost camp located in the Park. The HTO of the adjacent community nearest any existing outpost camp:
- (a) will identify the camp for inclusion in the Park Management Plan; and
 - (b) is deemed to have approved the camp.
- 3.2.2. Inuit who intend to establish and occupy a new outpost camp in the Park will obtain the approval of the HTO of the adjacent community nearest the proposed camp. This approval is subject to any terms or conditions set by the HTO and to Sections 3.2.3 to 3.2.7 of this Agreement.
- 3.2.3 If Inuit intend to locate a new outpost camp on an archaeological site, before the HTO of the adjacent community nearest the proposed camp approves the camp it will consult with the Inuit Heritage Trust (IHT) about terms and conditions for the use and occupation of the site. If the HTO approves the camp, it is responsible for ensuring that the occupants are made aware of and adhere to any terms or conditions for the use and occupation of the site set by the IHT.
- 3.2.4 Before it approves the establishment of a new outpost camp in the Park, the HTO will review with the Superintendent the terms and conditions it proposes to set.
- 3.2.5 The Superintendent will confirm that the establishment of a new outpost camp in the Park is not inconsistent with the requirements of the Park Management Plan before the HTO may approve the camp.

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- 3.2.6 The establishment of an outpost camp in the Park is inconsistent with the requirements of the Park Management Plan if:
- (a) the proposed occupants' plans for waste disposal and fuel storage in the camp are inadequate;
 - (b) the period of occupation of the camp at the specific location will be harmful to either wildlife or wildlife habitat; or
 - (c) any other reason as agreed by the HTO and the Superintendent.
- 3.2.7 If the HTO and the Superintendent disagree about whether the establishment of a new outpost camp is inconsistent with the requirements of the Management Plan, they will submit the matter to the JPMC for its consideration and decision. The JPMC's decision is subject to Part 2 of Article 5 of this Agreement.
- 3.2.8 The HTO of an adjacent community will provide on an annual basis to the Superintendent an up-to-date list of any outpost camps that it has approved that are located in the Park.

For each camp, the list will include:

- (a) the location of the camp;
 - (b) contact persons;
 - (c) the approximate population of the camp;
 - (d) the approximate time of year and length of occupation of the camp; and
 - (e) general information regarding the methods of fuel storage and waste disposal in the camp.
- 3.2.9 If a complaint is made to a Park official about fuel storage or waste disposal in an outpost camp, the Park official will notify the HTO about the complaint. The HTO will:
- (a) investigate the camp; and
 - (b) if it finds that the complaint is substantiated, require the occupants of the camp to dispose of the waste or store the fuel in an appropriate manner.
- 3.2.10 If the occupants of the camp do not dispose of the waste or store the fuel in the manner required by the HTO, the HTO will notify them immediately that they have thirty days from the date of notification to do so. If the occupants do not comply, the HTO will apply appropriate measures to discipline its members, up to and including withdrawal of its approval for the camp.
- 3.2.11 If an HTO withdraws its approval for an outpost camp, it will restore the site to a condition that is as close as possible to the condition that it was in before the camp was occupied.

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- 3.2.12 If Parks Canada is not satisfied with an HTO's restoration of a site, it will notify the QIA immediately. The QIA is responsible for the cost of restoring the site to a condition agreed upon with Parks Canada. If Parks Canada and the QIA cannot agree about what constitutes a proper restoration, the matter becomes a dispute under Section 11.1.2 of this Agreement.
- 3.2.13 Neither the establishment nor the occupation of an outpost camp in the Park:
- (a) requires any form of Government permit; or
 - (b) is subject to any regulation of the *National Parks Act* dealing with camping in a national park.
- 3.2.14 The Superintendent will restrict or prohibit visitor access in or around the outpost camp during periods of occupation, where the occupants of the camp have requested, in a timely manner, such a restriction or prohibition.

PART 3: REMOVAL OF CARVING STONE

- 3.3.1 In this Part, if a matter directly concerns the Bylot Island Migratory Bird Sanctuary, a reference to the Superintendent will be read as a reference to the Chief, Northern Conservation Division, Canadian Wildlife Service.
- 3.3.2 An Inuk has the right to collect and remove up to twenty five cubic yards of carving stone from the Park on an annual basis without a permit, provided he or she does not use powered tools or explosives to extract the stone.
- 3.3.3 An Inuk will obtain a National Park permit, and in the case of the portion of the Bylot Island Migratory Bird Sanctuary that is located in the Sirmilik National Park a Migratory Bird Sanctuary Permit, in order to:
- (a) remove more than twenty five cubic yards of carving stone from the Park on an annual basis; or
 - (b) use powered tools or explosives to extract carving stone in the Park.
- 3.3.4 In order to obtain a permit under Section 3.3.3, an Inuk will make a request to the CLARC. The request will include:
- (a) the location of the carving stone;
 - (b) the method proposed to extract the stone;
 - (c) the route through the Park to remove the stone;
 - (d) the method of transportation through the Park to remove the stone;
 - (e) the time of year for the extraction and removal of the stone; and

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- (f) an estimate of the amount of stone to be removed.
- 3.3.5 The CLARC will review the request with the Superintendent . Further information may be requested from the individual by the Superintendent and the CLARC.
- 3.3.6 The CLARC and the Superintendent will jointly consider the request and will provide the individual with either:
- (a) a rejection in writing, including reasons for the rejection; or
 - (b) approval in writing, which is subject to:
 - (i) any terms or conditions agreed to by the CLARC and the Superintendent, and
 - (ii) screening and possible review by the Nunavut Impact Review Board (NIRB) in accordance with Article 12 of the *NLCA*.
- 3.3.7 If the Superintendent and the CLARC can not agree on approval, they will submit the matter to the JPMC for its determination. The JPMC will provide written reasons to the Superintendent and the CLARC, instructing them either to approve or to deny the request, and, in the case of approval, setting out appropriate terms and conditions. The Superintendent and the CLARC will then contact the individual as provided in Section 3.3.6.
- 3.3.8 If the removal of the carving stone receives approval pursuant to Sections 3.3.6 or 3.3.7, the Superintendent and the CLARC will assist the individual to refer the proposed removal as a project proposal to the NIRB, for screening under Article 12 of the *NLCA*.
- 3.3.9 If a NIRB screening or review results in a determination that carving stone may be removed:
- (a) the individual will notify the CLARC of the approval;
 - (b) the CLARC will notify the Superintendent; and
 - (c) upon receiving notification, the Superintendent will issue a permit to the applicant.
- 3.3.10 The permit will contain:
- (a) any terms or conditions established by the NIRB; and
 - (b) any terms or conditions agreed to by the CLARC and the Superintendent under Section 3.3.6 or set by the JPMC under Section 3.3.7.

The terms and conditions will include:

- (a) the method to extract the carving stone;
- (b) the route to be used to transport the carving stone;
- (c) the method of transportation through the Park to remove the stone;
- (d) the time or times of year for the extraction and removal of the

stone; and

- (e) methods to avoid or mitigate potential damage resulting from removal of the stone, including the amount of overburden displaced.

3.3.11 Aircraft may be used to transport carving stone from sites in the Park, if approved by the Superintendent and the CLARC or by the JPMC under Sections 3.3.6 or 3.3.7.

3.3.12 If the CLARC and the Superintendent agree that one or more categories of carving stone removal should be exempted from the NIRB screening process, they will make a recommendation to the JPMC .

3.3.13 The JPMC will review the recommendation and submit it with its own comments, if any, to the Minister and the NIRB for their consideration under item 7 of Schedule 12-1 of the *NLCA*. If an exemption is granted, this Agreement will be amended accordingly and as soon as possible thereafter.

3.3.14 If Parks Canada discovers or otherwise becomes aware of a new deposit of carving stone or a new potential site for carving stone in the Park, it will notify the CLARC in the adjacent community as soon as reasonably possible.

PART 4: INUIT WATER RIGHTS

3.4.1 If Inuit water rights on Inuit Owned Lands are affected by water use in the Park, Inuit may seek compensation as provided in Article 20 of the *NLCA*.

3.4.2 If Parks Canada intends to issue a licence with respect to waters flowing from the Park into, onto, or through Inuit Owned Lands, it will consult the QIA concerning the terms and conditions.

3.4.3 If Parks Canada and the QIA cannot agree on the terms and conditions, they will submit the matter to the JPMC for its decision. The JPMC's decision is subject to Part 2 of Article 5 of this Agreement.

ARTICLE 4

PROTECTION AND MANAGEMENT OF ARCHAEOLOGICAL SITES AND SITES OF RELIGIOUS OR CULTURAL SIGNIFICANCE

PART 1: GENERAL

- 4.1.1 Parks Canada will manage archaeological sites and sites of religious or cultural significance in a manner that:
- (a) protects and promotes the cultural, historical and ethnographic heritage of Inuit society, which includes Inuit traditional knowledge and oral history related to these sites; and
 - (b) respects and is compatible with the role and significance of these sites in Inuit culture.
- 4.1.2 Parks Canada will invite Inuit elders who reside in each adjacent community to participate in the design and implementation of any measures to protect or manage an archaeological site or a site of religious or cultural significance.
- 4.1.3 When Inuit notify the Superintendent of a concern about the protection or management of a site of religious or cultural significance, the Superintendent will inform the JPMC about the concern. The Superintendent will:
- (a) consult the CLARC of the adjacent community before making a decision about how to respond to the concern; and
 - (b) keep the JPMC informed.
- 4.1.4 If any of these sites are potentially threatened, Parks Canada will fully document the matter and report it to the Inuit Heritage Trust (IHT), with a copy to the JPMC .
- 4.1.5 At the request of an Inuit organization in the adjacent community and where reasonable, Parks Canada will:
- (a) provide a reproduction of an archaeological specimen if the original can not be kept in the community; or
 - (b) a reconstruction of an archaeological site.
- 4.1.6 If Parks Canada undertakes, contracts for, or commissions a reproduction of an archaeological specimen or a reconstruction of an archaeological site, the Superintendent will seek the advice of the IHT.

Photographic Records

- 4.1.7 Parks Canada will maintain a photographic record of the archaeological specimens removed from sites located in the Park.

4.1.8 Parks Canada will arrange for the CLARCs of the adjacent communities to:

(a) review the photographic record;

(b) identify photographs of particular significance for Inuit to be copied; and

(c) identify the location(s) where the copies will be kept or displayed in the adjacent communities.

4.1.9 Upon completion of a CLARC's review and identification of the photographs, Parks Canada will provide the required copies to the CLARC.

ARTICLE 5

PARK MANAGEMENT AND ADMINISTRATION

PART 1: JOINT INUIT/GOVERNMENT PARK PLANNING AND MANAGEMENT COMMITTEE

Establishment of JPMC

5.1.1 By this Agreement, the Parties establish a Joint Inuit/Government Park Planning and Management Committee (JPMC) for each of Auyittuq, Quttinirpaaq and Sirmilik National Parks.

Role of JPMC

5.1.2 Each member of the JPMC:

- (a) will act impartially and in the public interest; and
- (b) will not act as a representative of the person or agency appointing him or her when participating as a member of the JPMC.

5.1.3 The role of the JPMC includes, but is not limited to, involvement in the following matters as described in this Agreement:

- (a) outpost camps as set out in Article 3;
- (b) carving stone as set out in Article 3;
- (c) water licences as set out in Article 3;
- (d) the protection and management of archaeological sites and sites of religious or cultural significance as set out in Article 4;
- (e) Park planning and management as set out in Article 5;
- (f) research as set out in Article 6;
- (g) Park promotion and information as set out in Article 7;
- (h) Park displays, exhibits and facilities as set out in Article 7;
- (i) visitor access to and use of the Park as set out in Article 8;
- (j) employment and training of Inuit employees as set out in Article 9;
- (k) economic opportunities as set out in Article 10;
- (l) participation in the joint review of this Agreement at the discretion of the Parties as set out in Article 12; and
- (m) changes to the boundaries of the Park as set out in Article 14.

Appointment of Members

5.1.4 As soon as possible, but no later than one year after this Agreement is signed, the Parties will appoint the members to the JPMC. The JPMC will consist of six members to be appointed as follows:

- (a) three members will be appointed by the Minister; and
- (b) three members will be appointed by the QIA.

In the case of the JPMC for Sirmilik National Park, one of the Minister's appointments will be made on the advice of the Minister responsible for the Canadian Wildlife Service.

Term of Office

5.1.5 For the initial appointments to the JPMC, the QIA and the Minister will each appoint one member to serve a term of three years and two members to serve a term of five years.

5.1.6 All appointments after the initial terms described in Section 5.1.5 will be for a period of three years.

5.1.7 The QIA and the Minister may appoint a replacement member either for the remainder of the term of the member being replaced or for three years, except that any replacement of the members initially appointed for five years will only be for the remainder of that term.

Vacancy

5.1.8 Where a vacancy occurs a replacement member may be appointed by the body that made the original appointment.

Re-appointments and Removal for Cause

5.1.9 A member is eligible for re-appointment upon completion of his or her term of office.

5.1.10 The QIA and the Minister may remove their respective JPMC appointees at any time for cause only upon the advice of the JPMC. For greater certainty, cause may include reasons for removal as set out in the code of conduct referred to in Section 5.1.17.

Observers

5.1.11 The Superintendent and the QIA Director of Lands or their designates are entitled to observer status at any meeting of the JPMC. The Chief, Northern Conservation, Canadian Wildlife Service or his or her designate is also entitled to observer status at any meeting of the JPMC of Sirmilik National Park.

An observer:

- (a) with the permission of the JPMC, may actively participate in a

JPMC meeting;

(b) does not have the right to vote on any matter before the JPMC;
and

(c) if the JPMC requests, will leave for all or part of a meeting to permit the JPMC to meet in closed session.

5.1.12 An observer is entitled to be reimbursed by the party that he or she represents for travel and living expenses and for any additional costs related to his or her participation at the JPMC meeting.

Operations of JPMC

5.1.13 In the first two years after it is established, the JPMC will meet at least three times a year. After the first two years, the JPMC will meet at least twice a year.

5.1.14 JPMC meetings will be open to the public. However, the JPMC may hold all or part of a meeting in closed session to discuss issues of a sensitive nature.

5.1.15 Unless the JPMC provides otherwise in its by-laws, a matter before the JPMC will be decided by a majority of votes cast.

5.1.16 The JPMC will conduct its business in Inuktitut and, as required by legislation or policy, in Canada's official languages.

5.1.17 Within one year after its first meeting, the JPMC will establish rules relating to conflict of interest and a code of conduct that includes reasons for removal of its members. The Parties recommend as models the codes of conduct and the rules relating to conflict of interest developed by the NWMB, the NIRB and Nunavut Tunngavik Incorporated.

5.1.18 The JPMC may establish by-laws, rules and procedures respecting:

(a) the selection of a Chairperson or Chairpersons from among its members;

(b) the calling of its meetings, including notice requirements for both general and emergency meetings;

(c) the conduct of its meetings, including requirements with respect to quorum, attendance and the use of tele-conferencing or other forms of communication; and

(d) generally, the manner of conducting any business of or before the JPMC.

JPMC Annual Funding

5.1.19 On an annual basis, Parks Canada will enter into a contribution agreement with each JPMC to provide annual funding for the JPMC.

5.1.20 Each JPMC will submit to Parks Canada for its consideration and

approval an annual budget that is based on the estimates set out in Schedule 5-1. Until a contribution agreement for the JPMC is signed, Parks Canada will pay directly the JPMC's expenses that are approved in the annual budget.

- 5.1.21 Schedule 5-1 illustrates the assumptions of the Parties concerning the financial and human resources that are sufficient for the JPMCs to carry out their role under this Agreement. This Schedule is not binding on either Party or on the JPMC.

JPMC Secretariat

- 5.1.22 The three JPMCs will establish a Secretariat that:

- (a) serves all three JPMCs; and
- (b) consists of a half-time staff person and one work station in one of the adjacent communities.

- 5.1.23 The half-time staff person will assist the three JPMCs to perform their responsibilities under this Agreement, including:

- (a) taking and translating the minutes of meetings;
- (b) making meeting and travel arrangements;
- (c) performing basic bookkeeping; and
- (d) arranging conference calls.

- 5.1.24 On an annual basis, Parks Canada will enter into one contribution agreement with all three JPMCs to provide annual funding for the Secretariat. The JPMCs and Parks Canada will make best efforts to conclude the first contribution agreement no later than nine months after the day that all the members are appointed to the JPMCs.

- 5.1.25 Until the first contribution agreement for the Secretariat is signed, Parks Canada will provide secretariat services for the JPMCs through the use of Parks Canada facilities and staff and, as required, through contract.

- 5.1.26 The total cost of items to be funded under "Secretariat Costs" in Schedule 5-1 will not exceed forty thousand dollars per year calculated in 1998 constant dollars, excluding the capital costs incurred in the first year.

Honoraria and Expenses

- 5.1.27 Subject to any provision contained in the JPMC's code of conduct:

- (a) each member of the JPMC is entitled to receive a daily honorarium equal to eighty percent of the daily honorarium paid to a member of the NWMB as amended from time to time; and
- (b) each Chairperson of the JPMC is entitled to receive a daily honorarium equal to eighty percent of the daily honorarium paid

to the Chairperson of the NWMB as amended from time to time.

Each JPMC will determine an honorarium rate for participation in conference calls, and that rate will be based on the daily honorarium.

- 5.1.28 Each member of the JPMC is entitled to be paid for travel and living expenses incurred in the performance of his or her duties. Payment will be set in accordance with guidelines for travel and living expenses applicable to Parks Canada employees working in northern locations.

Orientation Workshops

- 5.1.29 Within its first two years of operation, the JPMC will conduct initial orientation workshops to:
- (a) familiarize its members with the Agreement and with the role of the JPMC; and
 - (b) provide opportunities for the members to develop a collegial working relationship.

In addition, the JPMC will hold at least one orientation workshop at the end of one of its meetings within the first year of any period in which the majority of its members are new.

- 5.1.30 Parks Canada will provide:
- (a) one hundred thousand dollars for the initial orientation workshops; and
 - (b) the funds for the additional orientation workshops.

PART 2: DECISION-MAKING PROCESS

General

- 5.2.1 The JPMC:
- (a) may provide its advice to the Minister in writing; and
 - (b) will provide its decisions made under Sections 3.2.7, 3.4.3, 5.3.26, 5.3.37, 5.3.59, 5.3.64 and 5.5.6 of this Agreement to the Minister in writing.

The JPMC will not make this advice or these decisions public, except as provided in Sections 5.2.3 and 5.2.7.

Advice

- 5.2.2 Within sixty days after the day that he or she receives advice from the JPMC or within a further period that may be agreed upon with the JPMC, the Minister will notify the JPMC in writing of his or her decision to accept, reject or vary that advice.
- 5.2.3 If the Minister rejects the JPMC's advice, the JPMC:

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- (a) may reconsider its advice; and
 - (b) if it decides to forward further advice to the Minister, will do so within thirty days after the day that it receives the Minister's notice under Section 5.2.2.

The JPMC may make its further advice public.

- 5.2.4 If the JPMC forwards its further advice to the Minister, the Minister will, as soon as reasonably possible, inform the JPMC in writing of his or her final decision to accept and implement, reject or vary the further advice.

Decisions

- 5.2.5 After receiving a decision of the JPMC referred to in Sub-section 5.2.1(b), the Minister will, within sixty days or within such further period as may be agreed upon with the JPMC:

- (a) accept the decision and notify the JPMC in writing; or
- (b) give the JPMC reasons in writing for rejecting the decision.

- 5.2.6 The Minister may reject a decision of the JPMC if he or she determines that the decision:

- (a) is not supported by or is inconsistent with any information available to the Minister;
- (b) would impair the Park for the enjoyment of future generations;
- (c) would interfere with the maintenance of the ecological integrity of the Park;
- (d) would place too onerous a financial burden on the Government;
or
- (e) is inconsistent with the Minister's powers and duties under the *National Parks Act* or other applicable legislation.

- 5.2.7 If the Minister rejects a decision of the JPMC, the JPMC will:

- (a) reconsider the decision in light of the written reasons provided by the Minister and make a further decision; and
- (b) forward the further decision to the Minister within thirty days after the day that it receives the Minister's notice and reasons under Section 5.2.5.

The JPMC may make its further decision public.

- 5.2.8 As soon as reasonably possible after the day that he or she receives the further decision, the Minister will inform the JPMC in writing of his or her final decision to accept and implement, reject or vary the further decision of the JPMC.

5.2.9 The Minister may reject a further decision of the JPMC only in accordance with Section 5.2.6.

Urgent Circumstances

5.2.10 If urgent circumstances require that the Minister make an immediate decision on either a matter about which the JPMC has provided advice to the Minister or a matter which requires a decision by the JPMC under this Agreement, the Minister may make and implement an interim decision before completion of the process set out in Sections 5.2.1 to 5.2.9.

PART 3: PARK MANAGEMENT PLANNING PROGRAM

5.3.1 The Park Management Planning Program (Program) consists of the following steps:

1. development of a Park Purpose Statement;
2. establishment of a Park Planning Team;
3. development of a Scoping Document;
4. development of a Park Management Plan (Management Plan); and
5. implementation, evaluation, review of and changes to the Management Plan.

Guiding Principles of Program

5.3.2 The Program will recognize and reflect the following principles:

- (a) the Park is a part of ecosystems that extend beyond the boundaries of the Park;
- (b) Inuit are an integral part of these ecosystems;
- (c) the Management Plan will provide clear direction related to protecting, presenting and managing these ecosystems in the Park including, in the case of the Bylot Island Migratory Bird Sanctuary of Sirmilik National Park, clear direction for the conservation and management of migratory bird populations and their habitats;
- (d) the Program will be carried out in a manner that is consistent with the *National Parks Act*, the *NLCA*, this Agreement, and Parks Canada policies;
- (e) an effective Program requires the active cooperation and participation of both Inuit and the Government;
- (f) the Program will give equal consideration to scientific information and Inuit knowledge;
- (g) park zoning and visitor use in the Management Plan will be consistent with maintenance of the ecological integrity of the Park and with Inuit access to and use of the lands and resources of the Park as provided for by the *NLCA* and this Agreement;
- (h) ongoing basic and applied research is necessary in order to make

responsible decisions for the planning, management and operation of the Park including, in the case of Sirmilik National Park, the Bylot Island Migratory Bird Sanctuary; and

- (i) Zones I and II, as defined and used in Article 8 of the *NLCA*, will constitute the predominant proportion of zoning in the Park.

Objectives of Program

5.3.3 The Program will seek to achieve the following objectives:

- (a) to protect the parts of the ecosystems in the Park in order to maintain the ecological integrity of the Park;
- (b) to recognize the fact that Inuit are an integral part of the ecosystems of the Park;
- (c) to respect and incorporate the knowledge, experience and practice of both Inuit men and women;
- (d) to cooperate with Government agencies, departments, institutions of public government, non-government agencies and other levels of government to facilitate an ecosystem-based approach to the maintenance of the ecological integrity of the Park;
- (e) to provide for opportunities for Inuit to participate in economic endeavours associated with the establishment, management and operation of the Park;
- (f) to integrate the management and operation of the Park with activities and concerns of Inuit of the adjacent communities and region in a manner that assists the communities in the promotion and development of park-compatible regional tourism, including the pursuit of public or private partnerships;
- (g) to provide visitors to the Park with appropriate opportunities to appreciate and understand the ecosystemic relationship between Inuit and the lands and resources found in the Park;
- (h) to manage visitor access to and use of the lands and resources in the Park with a fundamental aspect being minimal interference with access to and use of the lands and resources in the Park by Inuit, as provided for in the *NLCA* and this Agreement;
- (i) to respect and recognize the role of Inuit in the interpretation of place names and resources directly related to Inuit culture;
- (j) to provide opportunities for public participation in the Program by means of public consultations at a local, regional or national level, as appropriate; and
- (k) any other objectives in the *National Parks Act* or Parks Canada policies.

Step 1 - Development of Park Purpose Statement

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- 5.3.4 The Park Purpose Statement for each Park is set out in Schedule 5-2.

Step 2 - Establishment of Park Planning Team

- 5.3.5 A Park Planning Team (Team) will be established for each of Auyuittuq and Quttinirpaaq National Parks within one year after the day that this Agreement is signed. A Team will be established for Sirmilik National Park within three years after the day that this Agreement is signed.
- 5.3.6 Parks Canada and the QIA will appoint an equal number of representatives to each Team. For Sirmilik National Park, the CWS will recommend a representative to be one of the Parks Canada appointees to the Team.
- 5.3.7 The Government is responsible for the costs of each Team.
- 5.3.8 Within three years after the day that either the JPMC or the Team is established, whichever is later, each Team will complete a Scoping Document (Step 3) and a Park Management Plan (Step 4) in accordance with Sections 5.3.9 to 5.3.39 of this Agreement.

Step 3 - Development of Scoping Document

- 5.3.9 The Team will prepare a Scoping Document that is consistent with this Agreement and, in particular, that reflects the purposes for creating the Park set out in the Park Purpose Statement for the Park in Schedule 5-2.
- 5.3.10 The purpose of the Scoping Document is to provide details about the development of the Park Management Plan, including identification and timing of the tasks and responsibilities of the Team, the JPMC, Parks Canada, the QIA and CWS as set out in this Agreement, relating to:
- (a) the identification of issues and topics to be addressed in the Management Plan;
 - (b) the development of the draft Management Plan;
 - (c) the preparation of the public consultation strategy at the local, regional and national levels; and
 - (d) the review and analysis of public input.

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- 5.3.11 The Team will establish a time frame to complete each task in the Program, subject to the following deadlines:
- (a) within one year after the day that either the JPMC or the Team is established, whichever is later, Parks Canada will approve a draft Scoping Document;
 - (b) within two years after the day that either the JPMC or the Team is established, whichever is later, the Team will complete a revised draft Management Plan; and
 - (c) within three years after the day that either the JPMC or the Team is established, whichever is later, the final draft Management Plan will be submitted to the Minister for approval.
- 5.3.12 The Team will submit a draft Scoping Document to the JPMC for its review and will send a copy to both the Superintendent and the QIA Director of Lands.
- 5.3.13 The JPMC will review the draft Scoping Document and any comments provided to it by the Superintendent or the QIA Director of Lands.
- 5.3.14 If the JPMC is satisfied with the draft Scoping Document, it will forward it to Parks Canada for approval.
- 5.3.15 If the JPMC is not satisfied with the draft Scoping Document:
- (a) the JPMC will send its recommendations in writing to the Team;
 - (b) the Team will revise the draft Scoping Document based on the JPMC's recommendations; and
 - (c) the Team will resubmit the revised draft Scoping Document to the JPMC, with a copy to both the Superintendent and the QIA Director of Lands.
- 5.3.16 The JPMC will complete its review of the draft and any comments provided by the Superintendent or the QIA Director of Lands, and will forward the draft Scoping Document, with any comments, to Parks Canada for approval.

Step 4 - Development of Park Management Plan

- 5.3.17 Within three years after the day that the Park is established, the Team will develop a Management Plan for each of Auyuittuq and Quttinirpaaq National Parks in accordance with Sections 5.3.19 to 5.3.39 of this Agreement.
- 5.3.18 Within five years after the day that Sirmilik National Park is established, the Team will develop a Management Plan in accordance with Sections 5.3.19 to 5.3.39 of this Agreement. A management plan for the portion of the Bylot Island Migratory Bird Sanctuary that is located in the Park will form a discrete part of the Management Plan. The CWS will approve the portion of the final draft Management Plan that relates to the Bylot Island Bird Sanctuary before the Minister approves the final draft Management

Plan.

(a) Draft Management Plan

5.3.19 The Team will prepare a draft Management Plan (draft Plan) that accords with the relevant terms and conditions of this Agreement.

In the case of Auyuittuq National Park, the Team will use the existing draft management plan for the Auyuittuq National Park Reserve when it develops the draft Plan. In the case of Quttinirpaaq National Park, the Team will use the existing draft management plan for the Quttinirpaaq National Park Reserve when it develops the draft Plan.

5.3.20 The Team will:

- (a) submit the draft Plan and any other materials to be used for the public consultation process described in Sections 5.3.27 and 5.3.28 to the JPMC for its review; and
- (b) send copies to both the Superintendent and the QIA Director of Lands.

5.3.21 The JPMC will review the draft Plan and any comments provided to it by the Superintendent or the QIA Director of Lands.

5.3.22 If the JPMC is satisfied with the draft Plan:

- (a) the JPMC will return it to the Team; and
- (b) the Team will carry out the public consultation process described in Sections 5.3.27 and 5.3.28.

5.3.23 If the JPMC is not satisfied with the draft Plan:

- (a) the JPMC will submit its recommendations in writing to the Team; and
- (b) the Team will:
 - (i) revise the draft Plan based on the JPMC's recommendations,
 - (ii) resubmit the draft Plan with any revisions and any further materials for use in the public consultation process to the JPMC, and
 - (iii) send copies to both the Superintendent and the QIA Director of Lands.

5.3.24 The JPMC will review the draft Plan and any comments provided to it by the Superintendent or the QIA Director of Lands.

5.3.25 If the JPMC is satisfied with the draft Plan:

- (a) the JPMC will return it to the Team; and
- (b) the Team will carry out the public consultation process described in Sections 5.3.27 and 5.3.28.

5.3.26 If the JPMC is not satisfied with the draft Plan, it will make a

decision. The JPMC's decision is subject to Part 2 of Article 5 of this Agreement.

- 5.3.27 The Team will complete public consultations in the manner set out in the Scoping Document upon receiving the draft Plan:
- (a) from the JPMC under either Section 5.3.22 or Section 5.3.25; or
 - (b) from the Minister if the JPMC makes a decision under Section 5.3.26.

The JPMC may have one or more representatives attend the consultations as observers.

- 5.3.28 Public consultations will include the HTOs of the adjacent communities and the Regional Wildlife Organization for the Baffin Region.

(b) Revised Draft Management Plan

- 5.3.29 The Team will revise the draft Plan, taking into account the recommendations made by interested persons or bodies from the public consultation process.

- 5.3.30 The Team will submit a revised draft Management Plan (revised draft Plan) to both the Superintendent and the QIA Director of Lands. The Superintendent and the QIA Director of Lands will:
- (a) review the revised draft Plan and assess its consistency with this Agreement; and
 - (b) forward the revised draft Plan with their comments to the JPMC.

- 5.3.31 The JPMC will review the revised draft Plan and any comments provided to it by the Superintendent or the QIA Director of Lands.

- 5.3.32 If the JPMC is satisfied with the revised draft Plan, it will:
- (a) notify the Team that the revised draft Plan is considered to be the final draft Management Plan (final draft Plan); and
 - (b) forward the final draft Plan to the NWMB for its discretionary approval in accordance with Section 5.3.35 of this Agreement.

- 5.3.33 If the JPMC is not satisfied with the revised draft Plan, it will send its recommendations in writing to the Team.

(c) Final Draft Management Plan

- 5.3.34 The Team will:
- (a) prepare the final draft Plan based on the recommendations of the JPMC, taking into account the recommendations of other interested persons or bodies; and
 - (b) submit the final draft Plan to the JPMC.

5.3.35 The JPMC will forward the final draft Plan to the NWMB. Under Subsections 5.2.34 (c) and (d) of the *NLCA*, the NWMB may, in its discretion, approve any part of the final draft Plan that concerns the management and protection of particular wildlife or wildlife habitats. The NWMB decision is subject to review by the Minister under Sections 5.3.16 to 5.3.23 of the *NLCA*. Upon completion of the NWMB approval process, the final draft Plan will be returned to the JPMC.

5.3.36 If any revision to the final draft Plan is required as a result of the NWMB approval process, referred to in section 5.3.35:

- (a) the JPMC will send the final draft Plan to the Team; and
- (b) the Team will revise the final draft Plan and return it to the JPMC.

A revision under this section is not subject to further review by the Minister.

5.3.37 Within sixty days after the day that the JPMC receives notice that no revisions are required to the final draft as a result of the NWMB approval process, or within sixty days after the day that the JPMC receives the final draft Plan as revised under subsection 5.3.36 (b) from the Team, the JPMC will:

- (a) review those parts of the final draft Plan that were not subject to the NWMB approval process; and
- (b) make a decision that either approves those parts or sets out the changes required to the final draft Plan.

The JPMC's decision is subject to Part 2 of Article 5 of this Agreement.

5.3.38 The JPMC will be deemed to have approved the final draft if it does not make a decision within the sixty days permitted under Section 5.3.37.

5.3.39 Parks Canada will include in the Management Plan a one-page foreword prepared and signed by the President of the QIA. This foreword is not part of the Management Plan.

Step 5 - Implementation, Evaluation, Review of and Changes to Management Plan

(a) Interpretation

5.3.40 If a matter directly concerns the Bylot Island Migratory Bird Sanctuary, a reference to the Superintendent in Sections 5.3.44, 5.3.48, 5.3.50, 5.3.51 and 5.3.52 will be read as a reference to the Chief, Northern Conservation Division, Canadian Wildlife Service.

(b) Implementation and Evaluation of Management Plan

5.3.41 The Superintendent in cooperation with the QIA Director of Lands will:

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- (a) monitor the implementation of the Management Plan; and
 - (b) prepare an annual report on the progress of the implementation of the Management Plan.

5.3.42 The Superintendent and the QIA Director of Lands will forward the completed report to the JPMC.

5.3.43 The JPMC will review the annual report and may initiate an evaluation of the implementation of the Management Plan.

5.3.44 Either the Superintendent or the QIA Director of Lands may at any time request that the JPMC initiate an evaluation of the implementation of the Management Plan.

5.3.45 The JPMC will determine the scope and terms of reference of an evaluation of the implementation of the Management Plan. A focus of the evaluation will be to determine the extent to which the Management Plan objectives in Section 5.3.3 have been achieved.

5.3.46 The Superintendent will tender the contract for the evaluation in consultation with the QIA Director of Lands. The Superintendent and the QIA Director of Lands will rate and select the contractor.

5.3.47 Upon completing the evaluation, the contractor will submit the report to both the Superintendent and the QIA Director of Lands. The Superintendent and the QIA Director of Lands will provide a copy of the report to the JPMC.

5.3.48 Within thirty days after the day he or she received the report, the Superintendent and the QIA Director of Lands will each review the report and provide comments in writing to the JPMC.

5.3.49 The JPMC will review the report and any comments provided to it by the Superintendent or the QIA Director of Lands and will determine whether to propose a change to the Management Plan in accordance with Section 5.3.52.

(c) Changes to Management Plan

5.3.50 The JPMC, the Superintendent or the QIA Director of Lands may propose a change to the Management Plan at any time.

5.3.51 If the Superintendent or the QIA Director of Lands proposes a change to the Management Plan, he or she will forward the proposed change to the JPMC, and to the other party for its comments.

5.3.52 If the JPMC proposes a change to the Management Plan, it will send the proposed change to the Superintendent and the QIA Director of Lands for comments.

5.3.53 The Superintendent and the QIA Director of Lands will, each have thirty days from the date they receive the proposed change to forward any comments in writing to the JPMC.

5.3.54 After reviewing the proposed change to the Management Plan

and any comments provided by the Superintendent or the QIA Director of Lands, the JPMC will notify the Superintendent and the QIA Director of Lands in writing whether the proposed change requires a Management Plan Review (Plan Review) according to the criteria set out in 5.3.63(c).

5.3.55 If the JPMC determines that a proposed change to the Management Plan does not require a Plan Review, Sections 5.3.56 to 5.3.62 apply.

If the JPMC determines that a proposed change to the Management Plan requires a Plan Review, Sections 5.3.64 and 5.3.65 apply.

5.3.56 If the JPMC determines that a proposed change to the Management Plan does not require a Plan Review, it will send its determination to the Parties.

5.3.57 Within thirty days after the day that it receives the determination from the JPMC, each Party will:

- (a) review the proposed change to determine whether it is in accordance with the relevant terms and conditions of this Agreement; and
- (b) if the proposed change is not in accordance with the relevant terms or conditions of this Agreement, notify the JPMC in writing whether the Party is willing to amend this Agreement to accommodate the proposed change.

5.3.58 The Management Plan will not be changed if the proposed change is not in accordance with the relevant terms or conditions of this Agreement and one or both Parties are unwilling to amend this Agreement.

5.3.59 The JPMC will make a decision approving a proposed change:

- (a) if the change is in accordance with the relevant terms and conditions of this Agreement; or
- (b) if the change is not in accordance with the terms or conditions of this Agreement and both Parties are willing to amend the Agreement to accommodate the proposed change.

The JPMC's decision is subject to Part 2 of Article 5 of this Agreement.

5.3.60 If, after the Minister reviews the JPMC's decision, he or she approves the proposed change, the Minister will notify the QIA and the JPMC.

5.3.61 Within thirty days after the day that the QIA and the JPMC receive the notice from the Minister, the Parties will amend this Agreement to accommodate the proposed change to the Management Plan and will notify the JPMC of the amendment.

5.3.62 The Minister will amend the Management Plan to incorporate the proposed change, once the JPMC is notified of the amendment to this Agreement under section 5.3.61.

(d) Management Plan Review

5.3.63 A Plan Review is required if:

- (a) either the QIA, Parks Canada, or for matters that directly concern the Bylot Island Migratory Bird Sanctuary the CWS through Parks Canada proposes to the JPMC that a Plan Review be undertaken and the JPMC determines that a Plan Review is required;
- (b) the JPMC, on its own initiative, determines that a Plan Review is required; or
- (c) the JPMC determines that the proposed change to the Management Plan under Section 5.3.54 either alone or in combination with other changes, would:
 - (i) create a major effect within the Park, such that one or more of the Management Plan's objectives could no longer be effectively met;
 - (ii) make it necessary to revise one or more of the Management Plan's objectives; or
 - (iii) cause an implicit or explicit change in the Park objectives.

The JPMC will make its determination under Subsection (a) within one hundred and twenty days after the day that it receives the proposal.

5.3.64 The JPMC's determination is a decision that is subject to Part 2 of Article 5 of this Agreement if the JPMC:

- (a) either accepts or rejects a proposal from Parks Canada or the QIA under Subsection 5.3.63(a) that a Plan Review be undertaken;
- (b) determines, on its own initiative, under Subsection 5.3.63(b) either that a Plan review is required or not required; or
- (c) determines that a proposed change under Subsection 5.3.63(c) requires a Plan Review.

5.3.65 If a Plan Review is not undertaken in relation to a proposed change under Section 5.3.54, the process set out in Sections 5.3.56 to 5.3.62 applies.

If a Plan Review is undertaken because of a proposed change under Section 5.3.54, the proposed change will be considered within the review process.

If a Plan Review is undertaken, it will be conducted in accordance with steps 3 and 4 of the Park Management Planning Program set out in Sections 5.3.9 to 5.3.39 or any of the relevant parts of those steps that are agreed to by the Parties and the JPMC..

PART 4: PARK BUSINESS PLAN

5.4.1 The Park Business Plan will reflect this Agreement and will be

clearly linked to the Park Management Plan.

- 5.4.2 Until a Park Management Plan is approved, a Park Business Plan will be clearly linked to the interim measures developed under Part 5 of Article 5 of this Agreement.
- 5.4.3 Before the Superintendent submits a draft Park Business Plan to the Parks Canada Executive Board, he or she will send it to the JPMC for review.
- 5.4.4 The JPMC will have fifteen days to review the draft Park Business Plan and submit its comments to the Superintendent.
- 5.4.5 Upon receiving the JPMC's comments, the Superintendent will prepare a final draft Park Business Plan and will send a copy to the JPMC.
- 5.4.6 The Superintendent will send the JPMC a copy of the Park Business Plan as approved by the Executive Board.
- 5.4.7 The JPMC may at any time notify the Executive Board of a concern that it has about a Park Business Plan. This notification is subject to Part 2 of Article 5 of this Agreement.

PART 5: INTERIM MEASURES

- 5.5.1 Until the Park Management Plan is approved, Parks Canada will manage the park in accordance with this Agreement, the *National Parks Act*, its regulations, Parks Canada policies and the interim management guidelines and transitional guidelines developed in accordance with Sections 5.5.3 and 5.5.5 to 5.5.7 of this Agreement.
- 5.5.2 In the case of Sirmilik National Park, until the Park Management Plan is approved, Parks Canada will manage the portion of the Bylot Island Migratory Bird Sanctuary that is located in the Park in accordance with this Agreement, the *Migratory Birds Convention Act*, its regulations and policies and the interim management guidelines and transitional guidelines developed in accordance with Sections 5.5.4 to 5.5.7 of this Agreement.
- 5.5.3 Subject to Sections 5.5.5 and 5.5.6, in each of Auyuittuq and Quttinirpaaq National Parks, the existing draft Management Plan will be used as the interim management guideline until such time as the JPMC notifies the Team under Sub-section 5.3.32(a) that the revised draft is the final draft Plan. The final draft Plan will thereafter be used as the transitional guideline until the Management Plan is approved, under Part 3 of this Article.
- 5.5.4 Subject to Sections 5.5.5 and 5.5.6, in Sirmilik National Park, the principles and objectives set out in Sections 5.3.2 and 5.3.3 and the Park Purpose Statement set out in Schedule 5-2 will be used as the interim management guideline until such time as the JPMC notifies the Team under Sub-section 5.3.32(a) that the revised draft is the final draft Plan. The final draft Plan will thereafter be used as the

transitional guideline until the Management Plan is approved, under Part 3 of this Article..

- 5.5.5 If a management matter arises and the Superintendent is of the opinion that the interim management guideline or the transitional guideline is not sufficient to deal with the matter, he or she will request the advice of the JPMC on the matter.
- 5.5.6 If Parks Canada, the JPMC, the CLARC or the HTO is of the opinion that further interim management guidelines or transitional guidelines are required, the JPMC will make a decision concerning further guidelines. The JPMC's decision is subject to Part 2 of Article 5 of this Agreement.
- 5.5.7 If further guidelines are approved, Parks Canada will proceed directly to do all things that are necessary to implement the guidelines.

PART 6: PARK ADMINISTRATION

- 5.6.1 Parks Canada agrees that it is desirable to locate and maintain in the Nunavut Settlement Area the offices and staff responsible for the ongoing operation and management of National Parks in Nunavut.

SCHEDULE 5-1

BUDGET ASSUMPTIONS AND BUDGET ESTIMATES FOR THE JPMC¹ (Sections 5.1.19, 5.1.20 and 5.1.23)

BUDGETS ASSUMPTIONS

Membership

- a total of 6 members, including the chairperson;
- QIA appointments - 2 members from within and 1 member from outside adjacent communities;
- federal appointments - 2 members from within and 1 member from outside adjacent communities.

Meetings

- a minimum of 3 meetings in the first 2 years; 2 meetings in the remaining years;
- members would be paid an honorarium equal to 80% of the NWMB honoraria (\$275 x 80% = \$220 Chair) (\$200 x 80% = \$160 other members);
- meetings will be four days long;
- Chair will have 2 preparation days per meeting and other members will have 1 preparation day;
- average of 2 days travel for 4 members for each meeting;
- staff person responsible for taking and preparing minutes of meeting (possible additional contract translation);
- staff person located in community where one of three meetings in first two years takes place and where one of the two meetings in the remaining years takes place;
- space would be rented for meetings.

Conference Calls

- 8 calls per year, each call estimated to be 2 hours long;
- Parks Canada covers cost of calls and administration with JPMC staff person to set up call;
- Honoraria estimated for 2 to 4 hours conference calls to be ½ daily rate;
- translation and interpretation would be required for conference calls.

Interpretation / Translation

- 2 interpreters would be required for each meeting or workshop;
- 1 interpreter required for conference calls;
- the cost estimate of \$375 does not include equipment which would be supplied by Parks Canada;
- Parks Canada equipment would be used;
- all translation of materials (correspondence would be done by staff person or contracted out (under consultant fees)).

Secretariat / Operations

- 1 secretariat to serve all three JPMCs;
- office space located in one of the adjacent communities;
- office space shared with HTO or other organization with access to shared photocopier and fax;

¹Amounts shown in Estimates are in 1998 constant dollars

-
- work involving specialized skills and duties would be contracted out (ie. bookkeeping, legal advice, translation of materials, etc.)

Park Management Planning Program

- costs for JPMC participation in the Park Management Planning Program will be funded from the Management Planning budget (ie. cost of additional meetings, translation, conference calls, etc.)

Workshops

- costs for JPMC workshops are not included in the budget estimates;
- Department of Indian Affairs and Northern Development (Claims Envelope) will provide \$100,000 for JPMC orientation workshops in years 1 & 2 (Section 5.2.12);
- periodic JPMC orientation workshops after year two will be required when the majority of the members are new (Section 5.1.29);
- JPMC budget submissions will include costs of periodic orientation workshops.

JPMC MEETING COSTS

JPMC MEETING COSTS		Cost per meeting	Cost per meeting x 3 JPMCs
HONORARIA COSTS			
Chair (2 preparation days, 2 travel days, 4 meeting days)	@ \$ 220/day	\$ 1,760	
2 members in adjacent community (1 preparation day, 4 meeting days)	@ \$ 160/day	\$ 1,600	
3 members outside adjacent community (1 preparation day, 2 travel days & 4 meeting days)	@ \$ 160/day	\$ 3,360	
Honoraria Costs per Meeting		\$ 6,720	
Honoraria Costs of 1 meeting for 3 JPMCs			\$ 20,160

TRAVEL COSTS - AIRFARE			
Staff Person - Airfare	@ \$1,200 / return fare (rf)	\$ 2,400	
Auyuittuq (Broughton Island and Pangnirtung)			
2 members adjacent community	@ \$ 350 / rf	\$ 700	
2 members outside community	@ \$2,500 / rf	\$ 5,000	
Quttinirpaaq (Resolute Bay & Grise Fiord)			
2 members adjacent community	@ \$ 330 / rf	\$ 660	
2 members outside community	@ \$2,500 / rf	\$ 5,000	
Sirmilik (Pond Inlet & Arctic Bay)			
2 members adjacent community	@ \$ 545 / rf	\$ 1,090	
2 members outside community	@ \$2,500 / rf	\$ 5,000	
TOTAL: Airfare per meeting			\$ 19,850

JPMC MEETING COSTS (Cont'd)

JPMC MEETING COSTS		Cost per meeting	Cost per meeting x 3 JPMCs
TRAVEL - LIVING & ACCOMMODATION			
Staff Person - Living & Accommodation	5 days @ \$ 220 /day	\$ 1,100	
Auyuittuq (Broughton Island and Pangnirtung)			
2 members adjacent community	5 days @ \$ 206 / day	\$ 2,060	
2 members outside community	@ \$ 206 / day	\$ 2,060	

Quttinirpaaq (Resolute Bay & Grise Fiord) 2 members adjacent community 2 members outside community	5 days @ \$ 222 / day @ \$ 222 / day	\$ 2,220 \$ 2,220	
Sirmilik (Pond Inlet & Arctic Bay) 2 members adjacent community 2 members outside community	5 days @ \$ 235 / day @ \$ 235 / day	\$ 2,350 \$ 2,350	
TOTAL: Living and Accommodation			\$ 14,360
OTHER COSTS:			
Hall Rental	@ \$ 250 / day	\$ 1,000	
Interpreter (2 people → \$ 375 per person)	@ \$ 375 / day	\$ 3,000	
Translator (20 pages)	@ \$ 30 / page	\$ 600	
Coffee	@ \$ 30 / meet	\$ 270	
TOTAL: Other Meetings Costs		\$ 4,870	
TOTAL: OTHER COSTS FOR 3 JPMCs			\$ 14,610
TOTAL COST OF 1 MEETING FOR ALL 3 JPMCs			\$ 68,980
TOTAL ANNUAL MEETING COSTS OF 3 JPMCs FOR YEAR 1			\$206,940
TOTAL ANNUAL MEETING COSTS OF 3 JPMCs FOR YEAR 2			\$206,940
TOTAL ANNUAL MEETING COSTS OF 3 JPMCs FOR YEAR 3+			\$137,960

JPMC CONFERENCE CALLS

JPMC CONFERENCE CALLS (8 Calls @ 2 hours)	COST per CALL	COST per 8 CALLS	TOTALS
HONORARIA COSTS			
Chair	\$110		
5 Members	\$400		
TOTAL	\$510	\$4,080	
OTHER CONFERENCE CALL COSTS			
Long Distance Charges	\$340		
Interpretation	\$100		
Translation	\$150		
TOTAL	\$590	\$4,720	
TOTAL ANNUAL COSTS / JPMC		\$8,800	
TOTAL COSTS (for 3 JPMCs) - YEAR 1			\$26,400
TOTAL COSTS (for 3 JPMCs) - YEAR 2			\$26,400
TOTAL COSTS (for 3 JPMCs) - YEAR 3+			\$26,400

JPMC SECRETARIAT ANNUAL COSTS

SECRETARIAT COSTS	ANNUAL COSTS	TOTALS
0.5 PY (based on Admin. Officer / \$36,758 per year)	\$18,379	
UIC, CPP, Workers Compensation (15.5%)	\$ 2,849	
Office Space, Computer Supplies	\$ 5,000	
Telephone, Fax	\$ 2,500	
Postage, Photocopying	\$ 700	
Consultant Fees: bookkeeping, legal, etc.	\$ 6,500	
Capital Equipment (Year 1 - ONLY)	\$10,000	
TOTAL COSTS FOR YEAR 1		\$45,928
TOTAL COSTS FOR YEAR 2		\$35,928

TOTAL COSTS FOR YEAR 3+		\$35,928
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TOTAL ANNUAL JPMCs and SECRETARIAT ESTIMATED COSTS

YEAR 1	ANNUAL COSTS	TOTALS
JPMC MEETING COSTS	\$206,940	
JPMC CONFERENCE CALLS	\$ 26,400	
JPMC SECRETARIAT	\$ 45,928	
TOTAL		\$279,268

YEAR 2		
JPMC MEETING COSTS	\$206,940	
JPMC CONFERENCE CALLS	\$ 26,400	
JPMC SECRETARIAT	\$ 35,928	
TOTAL		\$269,268

YEAR 3		
JPMC MEETING COSTS	\$137,960	
JPMC CONFERENCE CALLS	\$ 26,400	
JPMC SECRETARIAT	\$ 35,928	
TOTAL		\$200,288

SCHEDULE 5-2

PARK PURPOSE STATEMENTS

(Sections 5.3.4, 5.3.9, 5.5.4)

Auyuittuq National Park

Auyuittuq National Park came to be established as a National Park through the *Nunavut Land Claims Agreement* between Canada and the Inuit of the Nunavut Settlement Area. The purpose of the Park is:

- a) to protect for all time a representative natural area of Canadian significance in the Northern Davis Natural Region;
- b) to respect the special relationship between Inuit and the area; and
- c) to encourage public understanding, appreciation and enjoyment of the Park, including the special relationship of Inuit to this area,

so as to leave the Park unimpaired for future generations.

Quttinirpaaq National Park

Quttinirpaaq National Park came to be established as a National Park through the *Nunavut Land Claims Agreement* between Canada and the Inuit of the Nunavut Settlement Area. The purpose of the Park is:

- a) to protect for all time a representative natural area of Canadian significance in the Eastern High Arctic Natural Region;
- b) to respect the special relationship between Inuit and the area; and
- c) to encourage public understanding, appreciation and enjoyment of the Park, including the special relationship of Inuit to this area,

so as to leave the Park unimpaired for future generations.

Sirmilik National Park

Sirmilik National Park came to be established as a National Park through the *Nunavut Land Claims Agreement* between Canada and the Inuit of the Nunavut Settlement Area. The purpose of the Park is:

- a) to protect for all time a representative natural area of Canadian significance in the Eastern Arctic Lowlands Natural Region;
- b) to respect the special relationship between Inuit and the area;
- c) to ensure the long-term protection of the migratory bird populations and their habitats in the Park; and
- d) to encourage public understanding, appreciation and enjoyment of the Park, including the special relationship of Inuit to this area,

so as to leave the Park unimpaired for future generations.

ARTICLE 6

PARK RESEARCH

PART 1: GENERAL

Research Principles

- 6.1.1 This Article recognizes and reflects the research principles that:
- (a) there is a need for researchers to establish an effective and mutually beneficial relationship with Inuit;
 - (b) the research process will ensure that Inuit who live in or near a research area have the opportunity to be consulted and fully informed about each research project in that area; and
 - (c) ongoing basic and applied research, investigation and monitoring activities are necessary in order to make responsible decisions for the planning, management and operation of the Park.

Research Permits and Approvals

- 6.1.2 The JPMC will fulfill its responsibilities set out in this Article as soon as reasonably possible.
- 6.1.3 In addition to any other review or approval required under the *NLCA*, a researcher who conducts research in the Park will obtain a National Park research permit (research permit).
- 6.1.4 Before a research permit or other federal government, agency or department approval is issued, community consultations will be conducted by the researcher and letters of support from the appropriate community groups will be attached to the research proposal.
- 6.1.5 Subject to Section 6.1.7, any research proposed in the Park, or any federal government-sponsored research associated with the Park and conducted in the adjacent communities, is subject to review by the JPMC before the government department or agency licence, permit or other approval instrument for conducting the research is issued.
- 6.1.6 If a research proposal is subject to an environmental assessment, the Superintendent will:
- (a) submit the proposal to the JPMC for its review after completion of the assessment; and
 - (b) attach any comments that result from the assessment.

If a research proposal is not subject to an environmental assessment, the Superintendent will submit the proposal to the JPMC for its review upon receipt of the proposal by either Parks Canada or a Government agency or department responsible for approving the research.

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- 6.1.7 If the JPMC does not wish to review a research proposal, it will notify the Superintendent in writing.
- 6.1.8 If the JPMC reviews a research proposal, it may require the Superintendent to request further information from the researcher. The types of information that may be requested by the JPMC are outlined in Schedule 6-1.
- 6.1.9 If the JPMC reviews a research proposal, it will advise the Superintendent on whether to approve the proposal. This advice may include terms and conditions for the research permit or document that approves research. If the JPMC's advice is followed, the Superintendent will incorporate any terms or conditions proposed by the JPMC into the permit or document.
- 6.1.10 If the JPMC does not approve a research proposal:
- (a) the JPMC will provide written reasons to the Superintendent; and
 - (b) the researcher will be provided with an opportunity to re-submit the proposal to the JPMC for re-consideration of its advice.
- 6.1.11 Every research permit or document that approves research will contain a standard condition that, upon both completion of the field work and completion of the research project, a researcher will report to the community groups that provided support letters:
- (a) in person; or
 - (b) in writing, if a report in person is not possible due to substantial financial burden.
- 6.1.12 The JPMC will be consulted on policy regarding all aspects of the research process in the Park or Parks Canada-sponsored research associated with the Park.
- 6.1.13 Schedules 6-1 and 6-2 will be attached to the Parks Canada Researcher's Guide, produced by Parks Canada as a guideline for researchers.
- 6.1.14 A summary of the research reports received by Parks Canada or the Government department or agency approving the research will be provided to the JPMC in the original official language and in Inuktitut. If the JPMC makes a request, Parks Canada will provide a copy of the research report in the original official language, at no cost.

Inuit Researchers

- 6.1.15 Inuit researchers are subject to the research approval process set out in this Article.
- 6.1.16 Parks Canada will assist Inuit to develop research proposals initiated by Inuit.
- 6.1.17 Parks Canada will facilitate the Inuit researcher through a research assistance agreement that:

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- (a) provides the researcher with access to relevant research reports, research proposals, data bases or other information available to Parks Canada or other Government departments or agencies that would assist the researcher in his or her research;
 - (b) provides the researcher with access to the necessary Parks Canada facilities and equipment during the data collection and data analysis stages of the research;
 - (c) does not require the researcher to pay user fees or other fees when undertaking his or her research; and
 - (d) where reasonable, allows the researcher to travel at no cost on Parks Canada charter flights or in Parks Canada vehicles.

6.1.18 If access to any of the materials or information in Sub-section 6.1.17 (a) requires an access to information request, Parks Canada will assist the Inuit researcher to prepare the request application.

SCHEDULE 6-1

INFORMATION THAT THE JPMC MAY REQUIRE IN A REQUEST FOR JPMC APPROVAL OF A RESEARCH PROPOSAL

(Sections 6.1.8, 6.1.13)

- a) What is the nature and scope of the research?
- b) What are the goals and objectives of the research?
- c) What type of community involvement has taken place up to this stage of the research project; in particular, is the community aware of this research project proposal and what are its views?
- d) Where will the research project be conducted, at what time of the year and for how long (i.e. location, time of year, number of days)?
- e) What type of information is being sought and how will it be obtained?
- f) What role will Inuit knowledge or perspectives have in the research project, including the research design, methods, data collection and analysis and research products?
- g) What Inuit sources are being sought to explore this knowledge and these perspectives and how will these be utilized?
- h) Is proficiency in Inuktitut required to explore this knowledge and these perspectives and sources?
- i) What steps will be taken to obtain informed consent from all persons and groups participating in the research project?
- j) What are the expected benefits of the research to the individual researchers, to the local community, and to the society as a whole?
- k) What are the risks associated with the research to the individual researchers, to the local community, and to the society as a whole?
- l) What steps will be taken to minimize these risks?
- m) Is this research project community-based? If yes, what steps will be taken to ensure that a representative cross-section of community experiences and perceptions is included? If not, why not?
- n) What role will members of the community have in the research project
 - (i) as the researched,
 - (ii) as the researchers,
 - (iii) in providing information,
 - (iv) in using the completed research,
 - (v) in identifying research needs,
 - (vi) in controlling the use and distribution of the data collected and the research results, and
 - (vii) in reviewing the research results and the decisions concerning how the results will be presented and distributed?
- o) What employment and training opportunities will be made available to members of the communities?

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- p) Where will supplies be purchased for the project?
 - q) What type of transportation services will be used to get to the site for the research and to transport supplies? Will local transportation services be contracted? Will they be flown into the location?
 - r) How will confidentiality be maintained for participants in the research project?
 - s) What is the amount of funding received, and what are the names and addresses of the funding agencies or sources?

SCHEDULE 6-2

RESEARCH AGREEMENT MODEL

(Section 6.1.13)

RESEARCH AGREEMENT

BETWEEN

Main Researcher(s):

Names:

Supporting Agency:

Address (where community can contact researcher):

Telephone & Facsimile numbers:

AND

Inuit Community:

Name of Community:

Name of contact person:

Postal Address:

Telephone and Facsimile numbers:

ABOUT RESEARCH PROJECT

Called: _____

CONDUCTING THE RESEARCH

The main researchers, as named, and the Inuit community agree to conduct the named research project with the following understanding:

The purpose of the research project, as discussed with and understood by the Inuit community, is:

(Description co-written by researchers and community representatives)

The scope of the research project (that is, what issues, events, or activities are to be involved, and the degree of participation by community residents), as discussed with and understood by the Inuit community, is:

(Description co-written by researchers and community representatives)

Methods to be used, as agreed by the researchers and the community, are:

(Description co-written by researchers and community representatives)

Community training and participation, as agreed, is to include:

(Description co-written by researchers and community representatives)

Information collected is to be shared, distributed and sorted in these agreed ways:

(Description co-written by researchers and community representatives)

Informed consent of individual participants is to be obtained in these agreed ways:

(Description co-written by researchers and community representatives)

The names of participants and the community are to be protected in these agreed ways:

(Description co-written by researchers and community representatives)

Project progress will be communicated to the community in these agreed ways:

(Description co-written by researchers and community representatives)

Communication with the media and other parties (including funding agencies) outside the named researchers and community will be handled in these agreed ways:

(Description co-written by researchers and community representatives)

FUNDING, BENEFITS & COMMITMENTS

Funding

The main researchers have acquired funding and other forms of support for this research project from these sources:

(List by researchers of agencies, amounts provided, contact names , addresses and telephone numbers)

The funding agencies have imposed the following criteria, disclosures, limitations and reporting responsibilities on the main researchers

(List by researchers of their responsibilities to funding/supporting agencies)

Benefits

The main researchers wish to use this research project for their own benefit in these ways (for instance, by publishing the report and articles about it):

(Written by researchers)

Benefits likely to be gained by the community through this research project are:

(Co-written by researchers & community representatives)

Commitments

The community's commitment to the main researchers is to:

(Description by community representatives)

The main researchers' commitment to the community is to:

(Description by main researchers)

The main researchers agree to stop the research project under the following conditions:

(Co-written by researchers & community representatives)

(Signatures of main researchers)
(Date)

(Signatures of community
representatives)

ARTICLE 7

PARK INFORMATION AND PROMOTION

PART 1: INFORMATION AND PROMOTIONAL MATERIALS

General

- 7.1.1 Any information or promotional material that concerns the Park and is produced by or for the Government will reflect the fact that Inuit are an integral part of the ecosystems that are located in and extend beyond the Park.

Language

- 7.1.2 The Government will make its written, audio, video or electronic information that is aimed at informing the public about the Park available in Inuktitut.
- 7.1.3 Documents prepared by or for Parks Canada for use by the JPMC will be available in Inuktitut and, as required by legislation or policy, in Canada's official languages.
- 7.1.4 Signs in the Park and signs that concern the Park in the adjacent communities or region will be in Inuktitut and, as required by legislation or policy, in Canada's official languages.

Inuit Knowledge, Experience and Practice

- 7.1.5 If Parks Canada develops information or promotional material aimed at informing the public about the Park, it will submit any proposal concerning the development of that information or promotional material to the JPMC for its review.
- 7.1.6 When the JPMC reviews a proposal, it will:
- (a) consider how the proposal plans to incorporate Inuit knowledge, experience and practice into the information or promotional material, with special regard to information or material regarding safety measures, wildlife, heritage and culture, the Park's physical features or the Park's ecology, among other issues;
 - (b) identify how to adequately incorporate Inuit knowledge, experience and practice, where it appears that they may not have been adequately incorporated; and
 - (c) identify the appropriate local and regional Inuit groups that should be consulted on the Inuit knowledge, experience and practice components of the information or material.
- 7.1.7 Parks Canada will not undertake the final production of information or promotional material regarding safety measures, wildlife, heritage and culture, the Park's physical features or the Park's ecology without the written approval of the JPMC .

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- 7.1.8 Parks Canada will include in the information or promotional material available to either visitors to the Park or persons inquiring about the Park,
- (a) a list of the names and addresses of Inuit businesses, firms and services located in each adjacent community that are available to visitors to the Park, such as tour guides, outfitters, artists, craft producers, language and cultural interpreters, and accommodation services; and
 - (b) an English-Inuktitut glossary of basic phrases and terms that may be useful to visitors to the Park.
- 7.1.9 If Parks Canada intends to contract for the development of information or promotional material described in Section 7.1.8 it will, in addition to the requirements of Article 24 of the *NLCA*, provide the QIA with a copy of any notice of bid invitation or solicitation for the contract at the time the notice is issued.
- 7.1.10 Parks Canada and the JPMC will review information developed by agencies and other levels of government regarding tourism promotion and information developed by services and enterprises operated by Inuit firms and businesses on a local, regional and Nunavut-wide basis in order to identify material that is suitable for:
- (a) inclusion in Parks Canada information or promotional material; or
 - (b) distribution through Parks Canada channels.
- 7.1.11 If, in order to promote the Park, Parks Canada participates in a tourism show, trade show or exhibition, it will include in its delegation an Inuk representative from the JPMC if either Parks Canada resources permit or cooperative funding arrangements can be made.

PART 2: ESTABLISHMENT OF FACILITIES, DISPLAYS AND EXHIBITS

- 7.2.1 The development of any information for use in a facility, display or exhibit for promotion of the Park is subject to Sections 7.1.5 to 7.1.7.
- 7.2.2 Within three years after the day this Agreement is signed or within a further period that the Superintendent and the JPMC for the Park agree upon, Parks Canada will begin the process set out in Sections 7.2.4 to 7.2.8.
- 7.2.3 When they plan the development of any facilities, displays or exhibits for promotion of the Park, the Superintendent and the JPMC will be guided by the Inuit Tourism Strategy identified in Part 4 of Article 10 of this Agreement, if one exists.
- 7.2.4 The Superintendent will seek the advice of the JPMC about how to carry out the process set out in Section 7.2.5.
- 7.2.5 Upon receiving the advice of the JPMC, the Superintendent will:
- (a) consult members of and groups in each adjacent community, including the HTO and

elders; and

- (b) seek the views of the Territorial Department of Resources, Wildlife and Economic Development and of other interested groups or agencies identified by the JPMC about the type, design and location of facilities, displays and exhibits that would be appropriate for each adjacent community.

7.2.6 Before finalizing the plan for any facilities, displays or exhibits for promotion of the Park, the Superintendent will:

- (a) report about the plan to the JPMC ; and
- (b) seek the written advice of the JPMC concerning the plan.

7.2.7 When the JPMC reviews a plan for facilities, displays or exhibits in Pangnirtung, Pond Inlet or Resolute Bay, it will consider and provide advice on the adequacy of the facilities, displays or exhibits in the other adjacent community.

7.2.8 As soon as reasonably possible after it receives the written advice of the JPMC, Parks Canada will implement the plan referred to in Section 7.2.6.

7.2.9 Upon completion of the process set out in Sections 7.2.4 to 7.2.8 , Parks Canada will at a minimum:

- (a) provide an information display about Quttinirpaaq National Park in each of the communities of Grise Fiord and Resolute Bay;
- (b) provide an information display about Sirmilik National Park in the community of Arctic Bay; and
- (c) improve the displays and exhibits about Auyuittuq National Park in the community of Broughton Island.

7.2.10 The Superintendent for Auyuittuq National Park, with the written advice of the JPMC, will actively seek one or more partnerships with groups or agencies that may be interested in helping to establish a visitor facility in the community of Broughton Island.

7.2.11 If an Inuit Tourism Strategy identified in Part 4 of Article 10 of this Agreement identifies a need for a visitor facility in the community of Broughton Island and another partner or partners have agreed to take lead responsibility for the construction and operation of the facility, Parks Canada will, at a minimum, provide either funding or goods and services or both funding and goods and services.

7.2.12 If a group or agency takes responsibility for the construction and operation of a visitor facility in Grise Fiord, Resolute Bay or Arctic Bay or if space in an existing building is set aside for a visitor facility, Parks Canada will, at a minimum, provide displays or exhibits aimed at informing the public about the Park, in the facility.

PART 3: SURPLUS PARK ASSETS

7.3.1 If Parks Canada intends to dispose of a surplus asset of the Park without inviting or soliciting a competitive bid or tender, the Superintendent will seek the advice of the CLARC about possible recipients for the asset.

ARTICLE 8

VISITOR ACCESS AND USE

PART 1: GENERAL

- 8.1.1 Parks Canada will incorporate into the Park Management Plan the requirements and obligations set out in this Article that apply to visitors to the Park.

Visitor Registration

- 8.1.2 Before a visitor enters the Park, he or she will register with Parks Canada either in person, by phone, or by any other appropriate means.
- 8.1.3 Parks Canada will:
- (a) encourage visitors to the Park to register in person in an adjacent community; and
 - (b) have an appropriate arrangement in place in each adjacent community to enable visitors to register in person.

Safety Issues

- 8.1.4 Parks Canada will consult the QIA regarding any proposed amendment to the *National Parks Act* or regulations made under that Act that concerns the transport, storage or use of firearms by visitors in the Park.
- 8.1.5 When a visitor registers, Parks Canada will encourage him or her to carry a personal locator beacon to assist in a potential search and rescue operation.
- 8.1.6 If Parks Canada develops a visitor safety program for the Park, it will consult the CLARCs of the adjacent communities.
- 8.1.7 If Parks Canada prepares a Visitor Risk Management Assessment, a Public Safety Plan or any other document that concerns visitor safety in the Park, it will provide the JPMC with both an opportunity and a reasonable period of time to provide advice about the document at a draft stage.
- 8.1.8 Visitor access may be either restricted or prohibited in one or more areas of a Park or during one or more times of the year for reasons of public safety. If an area or time of the year is capable of being identified as an area or time of the year to which a restriction or prohibition applies, it will be identified as such in the Park Management Plan. If an area or time of the year is not identified in the Park Management Plan as an area or time of the year to which a restriction or prohibition applies, before the Superintendent restricts or prohibits visitor access in that area or during that time of the year, he or she will:

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- (a) consult the CLARC of the adjacent community or communities; and
 - (b) make reasonable efforts to seek the advice of the JPMC.

8.1.9 If visitor access to one or more areas of the Park will be prohibited immediately in order to ensure public safety, the Superintendent will:

- (a) temporarily prohibit access to the area;
- (b) as soon as reasonably possible, notify the HTO of the adjacent community or communities and a local member of the JPMC about the prohibition; and
- (c) if appropriate, proceed according to Section 8.1.8.

8.1.10 One or more areas of the Park may be identified as restricted access areas that a visitor may enter only if accompanied by an experienced guide who holds a Park Business Licence and is familiar with the area, including its terrain, weather conditions and wildlife. Such areas will for the most part be identified in the Park Management Plan. If such areas are not identified in the Park Management Plan the Superintendent will, prior to identifying these areas:

- (a) consult the HTO of the adjacent community or communities; and,
- (b) will make reasonable efforts to seek the advice of the JPMC.

Access To and Use of Inuit Owned Lands

8.1.11 All maps produced by Parks Canada for visitor information will identify neighboring Inuit Owned Lands. Parks Canada will provide to visitors of the Park and to individuals and groups inquiring about the Park, information about access to and use of Inuit Owned Lands. When appropriate, such information will be provided to Parks Canada by the QIA from existing QIA materials. Further information may be developed jointly by Parks Canada and the QIA and will be paid for by Parks Canada.

Limitations on Visitor Access to Areas of Special Importance to Inuit

8.1.12 Any Area of Special Importance to Inuit located in the Park will be identified in the Park Management Plan. The Park Management Plan will include specific measures to ensure that visitor access to each Area of Special Importance to Inuit is prohibited or restricted, either on a temporary or permanent basis. If the Park Management Plan allows Parks Canada to exercise a discretion concerning the timing or application of such measures, before Parks Canada exercises the discretion, it will:

- (a) consult the CLARC of the adjacent community or communities; and

(b) seek the advice of the JPMC of the Park.

8.1.13 The locations identified in Schedule 8-1 will be included in the Management Plan as Areas of Special Importance to Inuit.

Sport Fishing

8.1.14 Upon ratification of this Agreement, Parks Canada and the QIA will ask the NWMB to consider prohibiting sport fishing in Quttinirpaaq National Park until the NWMB determines whether the lakes in the Park can sustain sport fishing.

Entry Points, Access Points and Visitor Routes

8.1.15 Entry points, access points and visitor routes in the Park will, where reasonable, be located and designed to ensure minimal visitor interference with Inuit access to and use of the lands and resources in the Park, as provided for in the *NLCA* and in this Agreement. If, in the opinion of Parks Canada, a point or route cannot be located or designed to ensure minimal visitor interference, Parks Canada will seek the advice of the QIA on the matter.

Military Access To and Use of Lands in a Park

8.1.16 The Parks Canada Management Directive 4.4.14 that is dated April 1988 and attached as Schedule 8-2, applies to access to and the use of lands in the Parks by the Department of National Defence and the Canadian Forces. This Directive ceases to apply only if the Parties agree to another arrangement.

Inuit Guides

8.1.17 When an Inuk acts as a guide for one or more sport hunters, he or she may, by any means, transport the sport hunters and their equipment through the Park to a destination outside the Park, provided the sport hunters comply with the *National Parks Act* and regulations made under that Act, including regulations concerning firearms.

8.1.18 If a sport hunter for whom an Inuk acts as a guide intends to travel through the Park directly to a destination outside the Park, he or she will register. Registration will be at no cost.

8.1.19 When an Inuk acts as a guide in accordance with the Park Business Licence or transports one or more sport hunters and their equipment through the Park to a destination outside the Park as set out in Section 8.1.17, he or she may carry and discharge firearms for self-protection or the protection of his or her clients.

SCHEDULE 8-1

AREAS OF SPECIAL IMPORTANCE TO INUIT

(Section 8.1.13)

1. Auyittuq National Park, North Shore of Maktak Fiord:

A restriction on visitor access will be developed for a period of time during the fall season when Inuit use the area for berry picking.

A prohibition on visitor access will be developed for a period of time during the fall season when Inuit use the area for Narwhal hunting.

The precise area will be determined in the Park Management Plan.

2. Sirmilik National Park, shipwreck at Maud Bight:

A restriction that requires visitors to this area to be accompanied by a guide will be detailed in the Park Management Plan as this is an historic shipwreck in an area where polar bears are common. The area to be considered is within a one kilometer radius from the main shipwreck at approximately 73 degrees 40 minutes north and 79 degrees 15 minutes west. The precise area will be determined in the Park Management Plan.

3. Sirmilik National Park, the area on Bylot Island known to Inuit and researchers as Goose Valley:

A restriction on visitor access will be developed for a period of time during the late summer and early fall seasons to the area located at approximately 72 degrees 15 minutes north and 78 degrees 90 minutes west.

The death of a group of Inuit associated with eating berries from this place has made this an area of cultural and historical significance to Inuit.

The precise area will be determined in the Park Management Plan.

SCHEDULE 8-2

PARKS CANADA MANAGEMENT DIRECTIVE 4.4.14

(Section 8.1.16)

MILITARY EXERCISES IN THE NATIONAL PARKS

April 1988

FILE: 1440-7-1

Contact: Natural Resources Branch

PURPOSE:

To provide guidance to park staff on the management of military exercises in the national parks.

REFERENCES AND RELATED AUTHORITIES

Parks Policy 1.0, 2.0

Management Directive 2.4.2 - Procedures for the Application of the Environmental Assessment and Review Process

Management Directive 4.4.3 - Public Safety Management

National Parks Act, Highway Traffic Regulations - Ch. 1126

DEFINITIONS:

Military Exercises: all personnel and equipment operating on behalf of any armed forces of Canadian or foreign origin for the purposes of training.

BACKGROUND:

For years, armed forces exercises have occurred on an irregular basis in some national parks of the Prairie & Northern, Atlantic and Western Regions. The only permanent military establishment on national park lands is a Cadet camp in Banff National Park. Department of National Defence enclaves occur in both the Northern Yukon National Park and the Ellesmere Island Park Reserve.

The impact of the military on the Parks Service's ability to meet its mandate for resource protection and visitor enjoyment has depended on the type and scale of activity in which the military has been involved and the fragility or importance of the resources affected. Many of these activities which are similar to regular visitor activities, have generally not caused problems. These have included small party, cross-country, trail, river or lake trips, which are self-sufficient.

Ground or water based military exercises which have resulted in resource degradation and/or visitor complaints have included:

- (a) traveling in groups that are larger than the capacity of the facilities and trails or conflict with visitor perceptions of proper levels of use;
- (b) the carrying and illegal use of fire arms;
- (c) training resulting in significant environmental degradation;
- (d) traveling in difficult terrain without proper equipment or properly trained personnel;
- (e) arriving at parks in large groups without advance notification of park staff;
- (f) failing to heed the national park pack in/pack out policy.

Aeronautical military maneuvers over national parks, which frequently involve low flying aircraft, and unauthorized landings of military aircraft inside park boundaries, often in support of ground or water based training exercises, have resulted in visitor complaints and may have affected park resources.

DIRECTIVES:

1. Military exercises will not be permitted in the national parks except where they are essentially the same type and scale as regular visitor activities.
2. Where military officials wish to conduct military exercises in a national park, they will submit a formal request to the park superintendent. This request will describe:
 - (a) The purpose of the exercise and the specific events or exercises planned;
 - (b) The size of the group(s) and the qualifications of senior officers as group leaders;
 - (c) The self-rescue capabilities of the group; and
 - (d) An explanation of what alternative out-of-park sites were considered and why park sites are considered essential.

Requests will be submitted at least one month in advance of the event to allow park staff sufficient time to evaluate the proposal.

3. The Canadian Parks Service will ensure that the Department of National Defence is kept informed of the requirement to submit these requests. The Director, Natural Resources Branch will inform senior military personnel of this requirement and seek their cooperation in alerting military operations personnel. In a park with a history of military exercises, the park superintendent should consult with the unit commander and explain these requirements. Where warranted, the park superintendent and unit commander may wish to meet on a regular basis to discuss proposed military exercises.
4. Requests will not be approved unless the following conditions are met:
 - (a) The exercise is solely intended to develop the knowledge and skills of participants in wilderness travel without manipulation of the natural environment;
 - (b) The exercise is consistent with the responsibilities of park users for their own safety set out on page 6 of management directive 4.4.3 - Public Safety Management;
 - (c) The exercise is consistent with the park zoning plan and national parks regulations (in an unproclaimed park, the exercise will be consistent with the interim management guidelines and the spirit of the national parks regulations.); and
 - (d) The exercise will not disrupt visitor activities or result in significant
5. The park superintendent will ensure that, in advance of a military exercise, group leaders and participants are fully briefed on the purpose and objectives of national parks, park regulations and the need to respect the activities of other visitors and to protect the park environment.

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6. If military exercises are conducted in a way that is not in keeping with the conditions set out in directive 4 or any other condition established by the park superintendent, the DND unit or formation commander will be informed of the conduct of their staff by the park superintendent. If corrective action is not taken, military exercises by the offending group will not be permitted in the future.
 7. Convoy and other road traffic will be permitted on park highways in accordance with the National Parks Highway Traffic Regulations when the purpose of the convoy is to travel through the park to a destination outside the park or to and from a specific site within the park. The use of park roads for convoy training will not be allowed. During such transits, arms, ammunition and pyrotechnics will be kept within the vehicles. Convoy authorities should be advised that in the interest of safety, they should travel at speeds consistent with traffic regulations and the needs of existing traffic, and a wider than normal spacing should be observed to avoid impeding visitor traffic.
 8. The Department of Transport has jurisdiction over the airspace above the national parks for civilian aircraft. This jurisdiction does not apply to military aircraft. Incidents reported by park visitors and park staff involving low flying military aircraft over national parks should be thoroughly documented. The park superintendent will report such incidents to the appropriate formation commander and seek support in avoiding future incidents. Should the problem persist, incidents will be reported to the Director, Natural Resources Branch through the regional chief, Natural Resource Conservation. The Director, Natural Resources Branch will seek the cooperation of military authorities in DND headquarters to avoid such exercises in the airspace above national parks.
 9. No additional permanent military establishments will be permitted in existing national parks. However, creation of military establishments in national parks for reasons of national security will be at Ministerial discretion.
 10. Agreements between Environment Canada and the Department of National Defence may allow for the continued existence of a military establishment within the boundaries of any new national park or national park reserve. Such agreements will also stipulate who is responsible for site clean up in the event a military establishment is abandoned.

(Signed)

J. D. Collinson

Assistant Deputy Minister
Canadian Parks Service

ARTICLE 9

INUIT CAREER AND TRAINING OPPORTUNITIES AND BENEFITS

PART 1: CAREER OPPORTUNITIES

Article 23 of the NLCA and the Inuit Employment Plan

- 9.1.1 Consistent with the objective of Article 23 of the *NLCA*, the Parties are committed to increasing Inuit participation in Government employment in the Parks to a representative level.
- 9.1.2 As part of the annual process for monitoring and reporting on implementation of the Department of Canadian Heritage Inuit Employment Plan, the Superintendent will seek the advice of the JPMC concerning both the implementation of the Employment Plan and any change to the Plan. The JPMC will consider, in particular, the parts of the Employment Plan that deal with recruitment, hiring and systemic discrimination.

Language

- 9.1.3 It is a goal of the Parties to provide for the opportunity for Inuktitut to be one of the working languages within the Parks Canada workplace in the adjacent communities, where staff would have the choice of working in either or both Inuktitut and Canada's official languages.
- 9.1.4 The following measures will be taken to achieve the goal in Section 9.1.3:
- (a) employees will be encouraged to use Inuktitut in the workplace;
 - (b) proficiency in Inuktitut by employees will be an asset to the workplace and in hiring and advancement within the workplace;
 - (c) non-Inuktitut speaking employees will be encouraged to learn Inuktitut; and
 - (d) workplace meetings will be conducted in both Inuktitut and, as required by legislation or policy, Canada's official languages with interpreters available where reasonable.

Recruitment and Hiring

- 9.1.5 Parks Canada will seek the advice of the JPMC concerning recruitment or hiring for a position in the Park or for a position in the Nunavut Field Unit if that position involves responsibilities for the Park, including advice concerning:
- (a) policies or procedures for filling a vacant or new position;
 - (b) the methods used to advertise a vacant or new position;

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- (c) hiring criteria or qualifications for a vacant or new position;
 - (d) the weight assigned to each criterion set out in section 9.1.6; and
 - (e) a draft job description or statement of qualifications for a vacant or new position.

9.1.6 Parks Canada will give special consideration to the following criteria when establishing hiring criteria and qualifications for Park or other Nunavut Field Unit positions:

- (a) knowledge of Inuit culture, society, and economy;
- (b) knowledge of this Agreement and of the *NLCA*;
- (c) fluency in Inuktitut;
- (d) knowledge of the environmental characteristics of the Park and its surrounding area;
- (e) community awareness; and
- (f) relevant northern experience.

Each criterion will be assigned a weight that is appropriate in the context of the duties of the position.

9.1.7 Parks Canada will invite the JPMC to designate at least one of its members, or another person, to participate in the hiring process for any Park staff. For Nunavut Field Unit positions that have responsibility for more than one Park, the Superintendent will invite the JPMCs of the affected Parks to collaborate to designate at least one of their members, or another person, to represent the JPMCs in participating in the hiring process for the Nunavut Field Unit position. Such participation will, at a minimum, include the following:

- (a) participating in the design and conduct of any pre-interview testing or assessments and the preparation of interview questions; and
- (b) participating in any hiring interviews and selection panels to select the candidate for the position.

9.1.8 Subject to applicable employment legislation, if Parks Canada recruits from outside the Public Service to fill a position in the Park or a position in the Nunavut Field Unit that involves responsibilities for the Park, it will:

- (a) when it identifies the geographic area within which to advertise a competition, take into account the advice that the JPMC provides under Section 9.1.5;
- (b) hold a competition that is open only to Inuit; and
- (c) open the competition to non-Inuit only if the position is not filled in

accordance with Sub-section (b).

- 9.1.9 Subject to applicable employment legislation, if Parks Canada recruits from inside the Public Service to fill a position in the Park or a position in the Nunavut Field Unit that involves responsibilities for the Park, when it decides the geographic area within which to advertise a competition, it will take into account the advice that the JPMC provides under Section 9.1.5.

Reduction

- 9.1.10 If Parks Canada intends to contract out any of its positions, or any of its services performed by Park employees, resulting in a reduction in the full-time employees for a Park of twenty five percent or more, the Superintendent will seek the advice of the JPMC.

PART 2: TRAINING AND RETENTION OF EMPLOYEES

Training

- 9.2.1 To facilitate the advancement of Inuit in positions in the Park and in other positions in the Nunavut Field Unit, each manager who is responsible for an Inuk employee will develop and review on an annual basis with that employee a career and training strategy that includes but is not limited to:
- (a) specific training to enhance skills required for the employee's position;
 - (b) the employee's short term and long term career goals and target positions; and
 - (c) training available to assist the employee to achieve his or her career goals.
- 9.2.2 Parks Canada will provide each Inuit employee with reasonable opportunities to pursue training, such as on-the-job training initiatives, off-site training programs, continuing education opportunities and educational leave.
- 9.2.3 When Parks Canada provides any training that forms part of an Inuk employee's career and training strategy, it will do so in consultation with the employee in a manner that reasonably accommodates the employee's needs as an Inuk. Among possible means which may be used to achieve this end are the following:
- (a) providing instruction in Inuktitut;
 - (b) providing mentoring programs;
 - (c) providing training in Nunavut;
 - (d) distributing training sites among communities; and
 - (e) taking into account Inuit culture and lifestyle.

It is understood that circumstances may require that training take place in one or more central locations in the Nunavut Settlement Area or in one or more locations outside the Nunavut Settlement Area.

Retention

- 9.2.4 Parks Canada will institute policies and practices and make reasonable accommodations that ensure that Inuit participation in employment in Parks Canada in the Nunavut Settlement Area is increased to a representative level as defined in Article 23 of the *NLCA*.

PART 3: NUNAVUT NATIONAL PARKS SCHOLARSHIP TRUST

- 9.3.1 The Kakivak Association will establish, by trust deed, the Nunavut National Parks Scholarship Trust (Trust).
- 9.3.2 Upon the signing of this Agreement, the Government will provide the Kakivak Association with a one-time grant of two hundred thousand dollars for transfer to the Trust. The Kakivak Association will transfer the grant to the Trust within ten days of the signing of this Agreement. This grant will serve the purpose of providing scholarships only:
- (a) under this Agreement; and
 - (b) under a national park IIBA negotiated under Section 8.4.4 of the *NLCA* if a national park is established on Northern Bathurst Island.
- 9.3.3 Nothing in this Agreement precludes parties that negotiate a future IIBA in accordance with Section 8.4.4 of the *NLCA* from negotiating further Government contributions to the Trust. For the purposes of this section, a future IIBA does not include a national park IIBA negotiated if a national park is established on Northern Bathurst Island.
- 9.3.4 The grant will be used to provide scholarships to Inuit who pursue education or training in any of the following fields or related fields:
- (a) traditional knowledge relating to ecology;
 - (b) renewable resource management;
 - (c) environmental technology;
 - (d) administration;
 - (e) business management
 - (f) financial management;
 - (g) human resource management;
 - (h) accounting;
 - (i) bookkeeping;
 - (j) archaeology;

(k) biology;

(l) anthropology;

(m) history;

(n) geography;

(o) geographic information systems;

(p) remote sensing; or

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- (q) any other field of study approved by the trustees.
- 9.3.5 The trustees, when considering applications for scholarships, will give priority to applicants in the following order:
- (a) a resident of an adjacent community who submits a letter of recommendation from the JPMC;
 - b) a resident of an adjacent community who does not submit a letter of recommendation from the JPMC;
 - (c) a resident of a community located in the Baffin region that is not an adjacent community;
 - (d) a resident of a community in the Nunavut Settlement Area that is not located in the Baffin Region and that is located near a National Park;
 - (e) a resident of a community in the Nunavut Settlement Area that is not identified in Sub-sections (a) to (d);
 - (f) a resident from outside the Nunavut Settlement Area.
- 9.3.6 In addition to the criteria in Sections 9.3.4 and 9.3.5, and consistent with the provisions of the trust deed, the trustees will develop and maintain other eligibility requirements and guidelines necessary for the administration of the scholarship program and the awarding of scholarships.
- 9.3.7 For the purposes of Sections 9.3.4 and 9.3.5, if a national park is established on Northern Bathurst Island:
- (a) any community that is defined as an adjacent community in a national park IIBA that is negotiated for that park in accordance with Section 8.4.4 of the NLCA is deemed to be an adjacent community; and
 - (b) any joint Inuit/Government parks planning committee that is established under a national park IIBA that is negotiated for that park, as referred to in Section 8.4.11 of the NLCA, is deemed to be a JPMC.
- 9.3.8 Within six months of the establishment of the Trust or the signing of this Agreement, whichever occurs later, the trustees will apply to Revenue Canada for registration of the Trust as a Canadian Charity.
- 9.3.9 The trustees will invest the funds of the Trust as prudent investors. Investments will be made with a view to maintaining the initial capital at two hundred thousand dollars in constant 1999 dollars - measured by Statistics Canada's Consumer Price Index, with January 1999 as the base index - while generating sufficient income to fund annual scholarships.
- 9.3.10 Prior to the end of each fiscal year, the trustees will determine how much income will be available for scholarships, taking into account the costs associated with the operation of the Trust and, if applicable, the disbursement quota of the *Income Tax Act* that applies to registered charities. The trustees will award scholarships as soon as possible thereafter.

ARTICLE 10

INUIT ECONOMIC OPPORTUNITIES

PART 1: OBJECTIVE

- 10.1.1 The objective of this Article is to provide Inuit, particularly those who reside in adjacent communities, with economic opportunities related to the Park.

PART 2: FIRST PRIORITY FOR A PARK BUSINESS LICENCE

Application

- 10.2.1 If a non-Inuit person or if a group of persons, business or other type of organization that is non-Inuit applies for a Park Business Licence to carry on a business that is permitted in the Park other than a business that provides visitor accommodation, the Superintendent will in accordance with the procedure set out in Schedule 10-1 give the QIA first priority to apply for and acquire a Park Business Licence to carry on a business that is substantially similar to that described in the non-Inuit application.
- 10.2.2 If a non-Inuit person or if a group of persons, business or other type of organization that is non-Inuit applies for a Park Business Licence to carry on a business that provides visitor accommodation that is permitted in the Park, the Superintendent will in accordance with the procedure set out in Schedule 10-2 give the QIA first priority to apply for and acquire a Park Business Licence to carry on a business that is substantially similar to that described in the non-Inuit application.
- 10.2.3 If Parks Canada considers changing a fee for a Park Business Licence, it will seek the advice of the JPMC.

Renewal or Replacement

- 10.2.4 Subject to Section 10.2.5, the QIA's first priority under Section 10.2.1 or Section 10.2.2 and the procedure set out in Schedule 10-1 or Schedule 10-2 do not apply to an application for renewal or replacement of, or annual re-application for, a Park Business Licence held by a non-Inuit person or by a group of persons, business or other type of organization that is non-Inuit.
- 10.2.5 If, in an application for renewal or replacement of or annual re-application for a Park Business Licence, a non-Inuit person or a group of persons, business or other type of organization that is non-Inuit applies to carry on a business that is of a nature or in a location that is substantially different from the nature or location in the applicant's current Park Business Licence, the QIA's first priority under Section 10.2.1 or Section 10.2.2 and the procedure set out in Schedule 10-1 or Schedule 10-2 apply as if the application for renewal, or replacement of, or annual re-application was an original application.

Limited Entry System

- 10.2.6 If Parks Canada considers limiting the number of Park Business Licences to carry on a particular kind of business in the Park, it will seek the advice of the JPMC.
- 10.2.7 If Parks Canada establishes a quota for a particular kind of business licence in the Park, Inuit will be guaranteed at least a sixty percent share of the limited number of licences.

PART 3: NATIONAL PARKS ECONOMIC OPPORTUNITIES FUND

- 10.3.1 Upon signing this Agreement, the Government will provide to the Kakivak Association a one-time grant of three million dollars to establish a National Parks Economic Opportunities Fund (Opportunities Fund).
- 10.3.2 The purpose of the Opportunities Fund is to provide Inuit who reside in the adjacent communities, particularly Inuit who reside in Grise Fiord, Arctic Bay and Broughton Island, with financial assistance to enable them to take advantage of economic opportunities related to the Parks.
- 10.3.3 The QIA will provide to the JPMCs and the Superintendent a copy of any report that it receives from the Kakivak Association concerning the use of the Opportunities Fund.

PART 4: INUIT TOURISM STRATEGY

- 10.4.1 Parks Canada will:
- (a) contract for the development of an Inuit Tourism Strategy for each of the six adjacent communities; and
 - (b) commit a total of two hundred and forty thousand dollars to pay for the contracts.
- 10.4.2 The purposes of an Inuit Tourism Strategy are to:
- (a) develop a sustainable tourism strategy that complements and promotes Inuit culture and lifestyles;
 - (b) reflect Inuit goals and objectives for tourism;
 - (c) consider the potential for tourism development related to the Park;
 - (d) identify resources for sustainable tourism that have the potential to attract tourists to the community;
 - (e) identify how Inuit can control and manage tourism in their community;
 - (f) identify opportunities for the development of sustainable tourism that:
 - (1) build upon existing services and resources in the community,
 - (ii) complement activities that form part of the informal economy of the community, such as the preparation of garments from skins or renewable resource harvesting, and
 - (iii) provide a potential for income from those activities;
 - (g) develop at least one draft business plan for the community for some of the tourism opportunities identified including steps necessary to access funding from federal and territorial governments, Inuit organizations and private sector lenders and investors; and
 - (h) identify efficient and cost-effective methods of marketing the tourism products of the community that complement or contribute to regional or Nunavut-wide marketing strategies and infrastructure that promote Inuit-based, sustainable tourism.

10.4.3 Both when it develops and before it finalizes the terms of reference for a contract for a Tourism Strategy for an adjacent community, Parks Canada will:

- (a) seek the advice of the QIA; and
- (b) keep the JPMC of the Park informed about the terms of reference.

Parks Canada, the QIA and the JPMC will keep the terms of reference, related documentation and the content of any related discussions confidential until the terms of reference are released for purposes of public tender.

Staff of Parks Canada, staff and members of the QIA and staff and members of the JPMC will avoid a conflict of interest in connection with a contract for the development of an Inuit Tourism Strategy.

10.4.4 The process for developing the Inuit Tourism Strategies will be collaborative and coordinated with any similar or related activities taking place in the communities.

SCHEDULE 10-1

STEPS TO BE FOLLOWED TO APPLY QIA PRIORITY FOR A PARK BUSINESS LICENCE

(Sections 10.2.1, 10.2.4, 10.2.5)

1. Upon receiving an application from a person, group of persons, business or other type of organization that is non-Inuit for a Park Business Licence to carry on a business in the Park, the Superintendent will:
 - (a) as soon as possible provide the QIA with notice in writing that he or she has received an application and with a brief description of the nature of the business activity proposed and, in general terms, the geographical location in the Park where the business is proposed to be carried on; and
 - (b) notify the applicant in writing that the processing of the application is subject to the QIA's first priority set out in Section 10.2.1 and will be in accordance with the procedure set out in this Schedule.
2. Within thirty days after the day the QIA receives the notice from the Superintendent, it will notify the Superintendent in writing whether or not it intends to take advantage of its first priority to apply for a Park Business Licence.
3. If the QIA advises the Superintendent in writing that it does not intend to take advantage of its first priority to apply for a Park Business Licence, the Superintendent will notify the original applicant and may proceed to process the original application.
4. If within thirty days after the day the QIA receives the notice from the Superintendent, it fails to notify the Superintendent in writing that it intends to take advantage of its first priority to apply for a Park Business Licence, the QIA is deemed to give notice that it does not intend to take advantage of its first priority.
5. If the QIA advises the Superintendent in writing that it intends to take advantage of its first priority to apply for a Park Business Licence:
 - (a) the Superintendent will notify the original applicant that the QIA intends to take advantage of its first priority under this Schedule; and
 - (b) within one hundred and twenty days after the day the QIA receives the notice of the original application from the Superintendent, it will submit one or more applications to the Superintendent for a Park Business Licence to carry on a business that is substantially similar to the nature and location of the business proposed by the original applicant.

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6. If, after having advised the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence, the QIA fails to submit an application within one hundred and twenty days:
 - (a) the QIA is deemed to give notice that it does not intend to take advantage of its first priority; and
 - (b) the Superintendent may process the original application.
 7. If, after having advised the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence, the QIA decides not to take advantage of its first priority:
 - (a) the QIA will notify the Superintendent in writing; and
 - (b) the Superintendent may process the original application.
 8. If the QIA submits an application for a Park Business Licence within one hundred and twenty days in accordance with Step 5 of this Schedule and the Superintendent approves the application, the Superintendent will:
 - (a) issue the Licence to the QIA; and
 - (b) notify the original applicant in writing.
 9. The Superintendent will not reject an application from the QIA for a Park Business Licence without just cause. If the Superintendent rejects an application from the QIA for a Park Business Licence, he or she will notify the QIA of the rejection and the reasons for the rejection.
 10. If the Superintendent rejects an application from the QIA, the QIA may submit a further application within thirty days after the day it receives the notice of rejection from the Superintendent. If the QIA submits a further application within thirty days, it maintains its first priority to apply for a Park Business Licence until the day it receives a notification in writing from the Superintendent that he or she either approves or rejects the further application and the reasons for the decision.

For each Park Business Licence, the QIA is entitled to only one thirty day period within which it may submit a further application and maintain its first priority.
 11. Subject to the first priority procedure contained in this Schedule, the original applicant may resubmit its original application or submit a new application for a business licence.

SCHEDULE 10-2

STEPS TO BE FOLLOWED TO APPLY QIA PRIORITY FOR A PARK BUSINESS LICENCE TO PROVIDE VISITOR ACCOMMODATION IN THE PARK

(Section 10.2.2)

1. Upon receiving an application from a person, group of persons, business or other type of organization that is non-Inuit for a Park Business Licence to carry on a business that provides visitor accommodation in the Park, the Superintendent will:
 - (a) provide the QIA with notice in writing of the nature of the proposal; and
 - (b) notify the applicant of the requirements of the QIA first priority process.
2. Within one hundred and twenty days after the day the QIA receives the notice from the Superintendent, it will notify the Superintendent in writing whether or not it intends to take advantage of its first priority to apply for a Park Business Licence to carry on a business that provides visitor accommodation in the Park.
3. If the QIA advises the Superintendent in writing that it does not intend to take advantage of its first priority to apply for a Park Business Licence to carry on a business that provides visitor accommodation in the Park, within twenty days after the day the Superintendent receives the notice he or she will notify the original applicant of the QIA's intentions and may process the original application.
4. If within one hundred and twenty days after the day the QIA receives the notice from the Superintendent, it fails to notify the Superintendent in writing that it intends to take advantage of its first priority to apply for a Park Business Licence to carry on a business that provides visitor accommodation in the Park, the QIA is deemed to give notice that it does not intend to take advantage of its first priority.
5. If the QIA advises the Superintendent in writing that it intends to take advantage of its first priority to apply for a Park Business Licence to carry on a business that provides visitor accommodation in the Park:
 - (a) within twenty days after the day the Superintendent receives the notice, he or she will notify the original applicant of the QIA's intentions; and
 - (b) within one hundred and twenty days after the day the QIA receives the notice of the original application from the Superintendent, the QIA will submit one or more applications to the Superintendent for a Park Business Licence to carry on a business that is substantially similar to the nature of the business proposed by the original applicant.
6. If, after having advised the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence to carry on a business that provides visitor accommodation in the Park, the QIA fails to submit an application within one hundred and twenty days:
 - (a) the QIA is deemed to give notice that it does not intend to take advantage of its first priority; and
 - (b) the Superintendent may process the original application.

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7. If, after having advised the Superintendent that it intends to take advantage of its first priority to apply for the Park Business Licence to carry on a business that provides visitor accommodation in the Park, the QIA decides not to take advantage of its first priority:
 - (a) the QIA will notify the Superintendent in writing; and
 - (b) the Superintendent may process the original application.
 8. If the QIA submits a proposal to carry on a business that provides visitor accommodation in the Park within one hundred and twenty days in accordance with Step 5 of this Schedule, the Superintendent will either approve the proposal with or without conditions or reject the proposal.
 9. The Superintendent will not reject a proposal from the QIA to carry on a business that provides visitor accommodation in the Park without just cause. If the Superintendent rejects a proposal from the QIA, he or she will notify the QIA in writing of the rejection and the reasons for the rejection.
 10. If the Superintendent approves the proposal:
 - (a) the Superintendent will notify the QIA in writing of the approval and any applicable conditions; and
 - (b) within two hundred and thirty days after the day that the QIA receives the notice of approval from the Superintendent, it will obtain every necessary permit and will submit a detailed copy of every building or site plan to the Superintendent.
 11. If, within two hundred and thirty days after the day the QIA receives the notice of approval from the Superintendent, it fails to obtain every necessary permit or submit a detailed copy of every building or site plan to the Superintendent, the Superintendent:
 - (a) may withdraw approval of the proposal; and
 - (b) if he or she withdraws approval, will notify the original applicant in writing and may process the original application.
 12. After having complied with the requirements of Step 10, QIA has five hundred and ninety days to:
 - (a) complete all construction; and
 - (b) secure the approval of the appropriate building inspection agencies.
 13. At the request of the QIA, the Minister may extend any time period set out in this Schedule.

ARTICLE 11

DISPUTE RESOLUTION

PART 1: GENERAL

- 11.1.1 This Agreement constitutes a matter in respect of which an arbitration panel has jurisdiction to arbitrate under Section 38.2.1 of the *NLCA*.
- 11.1.2 Either Party may refer to the Arbitration Board a dispute that arises between the Parties concerning the interpretation, application or implementation of this Agreement.
- 11.1.3 Nothing in Section 11.1.1 or 11.1.2 precludes:
- (a) a Party from seeking an alternate legal remedy; or
 - (b) where the Parties agree, the Parties from referring a dispute to an alternative mechanism for dispute resolution.

ARTICLE 12

IMPLEMENTATION OF THE AGREEMENT

PART 1: GENERAL

- 12.1.1 The Parties will monitor the implementation of this Agreement and will determine whether the obligations, specific activities and projects set out in the Agreement are carried out in accordance with it.
- 12.1.2 Unless the Parties agree otherwise, seven years after this Agreement is signed and subsequently at seven-year intervals, the QIA and Parks Canada will:
- (a) contract for an independent evaluation of the implementation of the Agreement; and
 - (b) share the cost of the evaluation equally.
- 12.1.3 If the Parties agree, instead of contracting for an independent evaluation of the implementation of the Agreement the Parties may conduct a joint review of the implementation of the Agreement. The Government will pay the costs of a joint review, including the costs for the participation of any JPMC representatives as may be agreed upon by the Parties.

ARTICLE 13

AMENDMENT AND TERM OF THE AGREEMENT

PART 1: AMENDMENT

13.1.1 Subject to Section 13.2.1, this Agreement may be amended only after both Parties:

- (a) consult the CLARC of each adjacent community affected by the amendment; and
- (b) consent to the amendment in writing.

PART 2: TERM OF AGREEMENT

13.2.1 This Agreement is of indefinite duration and may be terminated only if both Parties consent to the termination in writing.

ARTICLE 14

CHANGES TO PARK BOUNDARIES

PART 1: GENERAL

- 14.1.1 If at any time the Government intends to redraw the boundaries of a Park, it will refer the proposal to the JPMC for its consideration.
- 14.1.2 If the Government in a proposal referred to in Section 14.1.1 intends to redraw the boundaries of a Park so as to remove lands, including a marine area, from the Park, it will then proceed in accordance with Sections 8.2.6 and 8.2.7 of the *NLCA*.
- 14.1.3 The Park may not be expanded unless the Parties negotiate and agree to an Expansion Article to this Agreement.
- 14.1.4 Consistent with Section 8.4.17 of the *NLCA*, an Expansion Article will address any matter connected with the expansion of a Park that would have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit.

PART 2: WARD HUNT ISLAND

- 14.2.1 It is desirable to include Ward Hunt Island as part of Quttinirpaaq National Park.
- 14.2.2 As soon as practicable after the conclusion of this Agreement, Parks Canada will undertake the process necessary to have Ward Hunt Island added to Quttinirpaaq National Park.
- 14.2.3 If Quttinirpaaq National Park is expanded to include Ward Hunt Island, this Agreement will serve as the IIBA and any other requirements under Section 8.4.17 of the *NLCA*.
- 14.2.4 Section 14.2.3 does not apply to any requirements under Section 8.4.17 of the *NLCA* for Sections 8.4.8 and 8.4.9 of the *NLCA*.

PART 3: SIRMILIK NATIONAL PARK

- 14.3.1 At the time that Sirmilik National Park is established, an area on Bylot Island in the vicinity of Cape Walter Bathurst, of a size of approximately ten square kilometres, will not be included within the Park boundaries.