Inuit Impact and Benefit Agreement

For the Sarvarjuaq Marine Protected Area and the Qikiqtait Marine Protected Area, also to be established by Qikiqtani Inuit Association as Inuit Protected and Conserved Areas

and the Qikiqtait Nunangit Inuit Protected and Conserved Area and associated agreement under the *Canada Wildlife Act*

Referred to by the Parties as the Sikulia Agreement

Sikulia Agreement

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SIKULIA AGREEMENT

THIS AGREEMENT is effective as of the Effective Date.

BETWEEN:

The Inuit of the Qikiqtani Region:

as represented by Qikiqtani Inuit Association

AND

His Majesty the King in Right of Canada as represented by:

the Minister of the Environment, and

the Minister of Fisheries and Oceans, and

the Minister of Transport

Preamble, Parts I and II

1. Part I

Inuit understandings of Sarvarjuaq and Qikiqtait from time immemorial, at the present time, and looking forward to the future are as follows:

Unikkausivut: sharing our oral history, is an important part of Inuit life. Elders, grandparents and parents share a variety of lessons with their children to both entertain and teach the next generation about the land, the sea, and to share critical knowledge of Inuit spirituality, practices, rules and cautions to safeguard the next generations. From the Inuit perspective, unikkausivut ensures that such essential knowledge, understandings and reminders of lessons are passed on to sustain cultural practices that maintain the Inuit partnership with the environment that is depended upon for survival.

Uinigumasuittuq was a beautiful human woman, but stubborn and proud. She became enamored with a mysterious young hunter and wished to leave her family and join him. After leaving her family, the hunter revealed that he was a powerful shaman, a dog that could take human form. She was unhappy

and she gave birth to a multi-coloured litter, of which it was difficult to know which were humans or animals. Seeing her family coming to her island to visit, she pushed the litter out to sea and yelled to come back only if they learned to take care of themselves. They became the different races of the world.

She then quickly left the island with her family and abandoned the young hunter, but when he returned to camp, he was furious at her treatment of him and their children and called upon Sila, the most powerful spirit of all, to bring a storm to capsize the umiaq of the fleeing humans. On understanding the power of the spirit world and seeing that they all would perish if she remained, her family were convinced to drop her in the sea. They cut her fingers from her as she tried to hang on, which became the sea mammals of the ocean. She finally sank to the bottom of the ocean and became a very strong sea goddess, known by different names in Inuit communities, and sometimes transliterated by non-Inuit as “Sedna”.

When sea mammals are not plentiful or threatened, when Inuit face starvation, shamans will visit her to see if the sea mammals, that were once a part of her, have told her that the humans are mocking or mistreating them and showing no respect to them or the environment in which they all live. She looks after the sea mammals and all living things and only returns them to humans if the shamans show her respect, such as by combing her hair as she no longer has fingers. If the sea goddess is satisfied with the renewed respect shown by the humans, only then does she return the animals.

Our legend is profoundly connected to us, our spirituality, and our views of stewardship over our lands and seas. Inuit of the Qikiqtani Region are a coastal society, and have been a coastal society for time immemorial, with cultural values and identities intrinsically connected to our Arctic environment and wildlife.

Our understanding of our place in the world is based on our close relationship with the land, sea, ice, and environment. We are a part of the land and sea. Inuit rely on marine wildlife for physical sustenance and cultural renewal and in turn Inuit are the stewards of the marine environment dedicated to ensuring its long-term health and sustainability in order to protect our own long-term health and cultural sustainability.

Inuit laws, customs and practices that reflect our self-governing way of life, including our stewardship of the environment, have been detrimentally impacted by our contact with non-Inuit, and a necessary feature of reconciliation is to enter into relationships with Canada that restore Inuit self-governing jurisdiction and governance capacity, including in relation to matters affecting Inuit stewardship of the environment. Fulfillment of our rights to autonomy in our internal matters, to be secure in our means of subsistence and economy, and to practice, revitalize and transmit our cultural traditions, customs, histories, philosophies and language are essential to our future prosperity and well-being.

We are therefore entering into a new agreement with Canada to strengthen our partnership in environmental management and to protect Sarvarjuaq and Qikiqtait which are globally significant ecosystems for Inuit and all Canadians. We equally retain our rights and interests to self-determination, in which we freely determine our own economic, social, and cultural development.

Our partnership with Canada must encourage and foster Inuit self-determination in relation to the conservation of areas in Sarvarjuaq and Qikiqtait, including for the Sarvarjuaq and Qikiqtait Marine Protected Areas and the Qikiqtait Nunangit Inuit Protected and Conserved Area. Fostering Inuit self-determination includes supporting Qikiqtani Inuit Association's (QIA's) vision for establishing Inuit Protected and Conserved Areas (IPCAs) in marine and terrestrial areas throughout the Qikiqtani Region as described in QIA's Qikiqtani Regional Conservation Model.

2. Part II

Whereas the Parties are committed to the establishment of the Qikiqtait and Sarvarjuaq Marine Protected Areas by Ministerial Order under the *Oceans Act*, and to supporting the establishment of the Qikiqtait Nunangit IPCA through a section 7 agreement under the *Canada Wildlife Act*, in accordance with Articles 8 and 9 of the Nunavut Agreement;

And whereas Articles 8 and 9 of the Nunavut Agreement require that, before a Conservation Area is established in the Nunavut Settlement Area, Inuit and the Government of Canada negotiate in good faith for the purpose of concluding an Inuit Impact and Benefit Agreement;

And whereas pursuant to Section 8.4.4 of the Nunavut Agreement, the Parties have considered matters connected with establishing Conservation Areas for Sarvarjuaq and Qikiqtait marine areas and the Conservation Area associated with the Qikiqtait Nunangit IPCA that could reasonably confer a benefit or could have a detrimental impact on Inuit on a Nunavut-wide, regional or local basis;

And whereas the Parties honour Inuit elders who have a deep understanding of their environment and apply this understanding through Inuit laws, customs, and practices, including Maligait and Inuit Qaujimajatuqangit, that ensure the wise use and stewardship of wildlife, land and marine areas, on which Inuit depend, and impart this knowledge and understanding to younger generations;

And whereas the Parties recognize the socio-economic and cultural disparities that face Inuit today compared to other Canadians and wish to advance greater equity, and recognizing that adaptation is a primary Inuit cultural value that will foster the Parties' capacity to work together against such challenges;

And whereas Canada has committed to achieving reconciliation with Inuit through a renewed, nation-to-nation, government to government, and Inuit-Crown relationship based on the recognition of Indigenous rights, respect, co-operation and partnership as the foundation of transformative change and has recognized that its relationship with Inuit needs to be based on the recognition and implementation of Inuit rights to self-determination, including the inherent right of self-government;

And whereas Canada has affirmed the *United Nations Declaration on the Rights of Indigenous Peoples* with application in Canadian law and committed to taking all measures necessary to ensure that the laws of Canada are consistent with the Declaration and to implement the Ajuinnata Action Plan in order to achieve the Declaration's objectives and advance reconciliation with Inuit, including the right to self-determination, and to develop and maintain Indigenous decision-making and uphold responsibilities to future generations over traditional land and marine areas;

And whereas the Parties recognize that this Agreement should support the implementation of the Inuit Nunangat Policy with the goal of promoting prosperity and supporting community and individual well-being throughout Inuit Nunangat and that recognizes the right of Inuit self-determination;

And whereas Inuit are a rights-holding group under the *Constitution Act*, *1982*, and the Nunavut Agreement*;*

And whereas sustaining healthy ecosystems and biodiversity, including protection of wildlife populations and combatting the impacts of climate change in the environment of the Qikiqtani Region, and the Arctic as a whole, is of vital importance to Inuit and all Canadians;

And whereas Marine Protected Areas as defined in the *Oceans Act* are areas of the sea designated for special protection for reasons set out in the *Oceans Act*, namely the conservation and protection of marine species, habitats, and ecosystems;

And whereas, under section 7 of the *Canada Wildlife Act*, the Minister of the Environment may enter into agreements to provide for the undertaking of wildlife research, conservation and interpretation programs and measures, and the administration of lands, and construction and maintenance and operations of related facilities and works;

And whereas QIA and the Minister of the Environment wish to enter into a section 7 agreement to support the establishment of the Qikiqtait Nunangit IPCA;

And whereas maintaining and protecting the Inuit right to wildlife harvesting is a cornerstone of Inuit culture, stewardship, and economy, allowing Inuit to harvest and simultaneously be the eyes and ears of the environment, and to share food to maintain and renew essential cultural practices, social networks and social cohesion within Inuit Communities;

And whereas the Parties recognize that a whole of government approach to the negotiation of this Inuit Impact and Benefit Agreement will achieve the requirements of Section 8.4.4 of the Nunavut Agreement;

And whereas the honour of the Crown will be at stake in the interpretation and implementation of this Agreement, and the Department of Fisheries and Oceans (DFO), Environment and Climate Change Canada (ECCC) and Transport Canada (TC) shall implement this Agreement purposively, diligently, and in good faith;

And whereas Sarvarjuaq and Qikiqtait form part of a vast Inuit homeland occupied by Inuit since time immemorial and have sustained the life and culture of Inuit for thousands of years, supporting the Inuit way of life, strong in language, culture and customs;

And whereas Sarvarjuaq, the name Qikiqtani Inuit give to the Canadian portion of an area of year-round open water and surrounding ice known to Greenlandic Inuit as the Pikialasorsuaq (“Great Upwelling”), is over 73,000 km^2 in area and is the most biologically productive polynya in the Arctic, teeming with marine life that has nourished Inuit subsistence culture for thousands of years and is a place of globally unique ecological, biophysical, economic, and cultural interconnectivity;

And whereas at the southern end of the Qikiqtani Region, at the heart of Hudson Bay, there is a marine area of exceptional value, namely the Qikiqtait/Belcher Island archipelago that includes ecologically significant coastline, islands and recurrent polynyas spread over 30,000 km^2 that is relied upon by Inuit for physical and cultural continuity, and which acts as a refuge and migratory corridor for wildlife and contains key habitat for seaducks, walrus, polar bears, shorebirds, and has a rich variety of fish, shellfish and invertebrates;

And whereas Sarvarjuaq located in the High Arctic and the Qikiqtait/Belcher Island archipelago at the southern end of the Qikiqtani Region allow for the anchoring of a critical mosaic of interconnected marine and terrestrial protected areas that will increase the resiliency and sustainability of Arctic ecosystems, wildlife populations, and by extension safeguard Inuit culture and enable the development of a blue economy providing for the socio-economic well-being of Inuit;

And whereas Sarvarjuaq located in the High Arctic and northern part of Baffin Bay is profoundly interconnected with adjacent protected areas, namely the Tuvaijuittuq Marine Protected Area (Tuvaijuittuq MPA), Tallurutiup Imanga National Marine Conservation Area (Tallurutiup Imanga NMCA), Nirjutiqarvik National Wildlife Area (NWA), and together these areas can potentially create a contiguous area of marine protection covering over 500,000 km^2 in the High Arctic;

And whereas the establishment of the Sarvarjuaq and Qikiqtait Marine Protected Areas, the Qikiqtait Nunangit IPCA, and future IPCAs established by QIA, will result in a major contribution towards the Canada's international commitments pursuant to the United Nations *Convention on Biological Diversity* of 1992 and the mandate commitment of conserving 30 per cent of Canada's land and oceans by 2030;

And whereas this Agreement will provide Inuit with environmental, cultural, social, and economic benefits, including governance, stewardship, research, training and employment opportunities for Inuit, which are supported by an infrastructure agreement providing funding outside of this Agreement and which does not form part of this Agreement;

And whereas this Agreement will help in addressing the socio-economic and regional disparities that exist between Inuit and other Canadians, and in so doing will make a necessary contribution to reconciliation with Inuit;

And whereas the Parties agree that this Agreement and its implementation will support QIA's vision for conservation in the Qikiqtani Region as described in the Qikiqtani Regional Conservation Model to establish a Qikiqtani regional approach to Inuit-led governance, and will promote Inuit leadership in governance and ongoing capacity building for Inuit to engage in environmental stewardship, the ensuing rights and responsibilities for protecting and conserving ecosystems including through IPCAs established by QIA, developing and maintaining sustainable economies and continuing the profound connections between Qikiqtani lands and seas and Inuit culture;

And whereas the Parties agree that this Agreement and its implementation will contribute to transformative change in Qikiqtani Communities by supporting a regional approach to Inuit stewardship and benefits that enables the increased collection of Inuit Qaujimajatuqangit, knowledge, research and

monitoring necessary as a foundation for informing protection measures and activities, as well as supporting Inuit cultural practices and sustainable economies with positive social, cultural and economic changes for Inuit;

And whereas the Parties agree that this Agreement and its implementation will contribute to the long-term sustainability of Inuit benefits and the sustainability of ecosystems and wildlife populations.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 1 – Principles

1.1 Principles

1.1.1 This Agreement will support the Qikiqtani Regional Conservation Model.

1.1.2 The Parties recognize that QIA's vision of an IPCA is a long-term commitment to reconciliation and Inuit self-determination. Such IPCAs, when supported by measures that are Inuit led, represent a long-term commitment to reconciliation, elevate the implementation of Inuit rights and responsibilities, and meet conservation goals.

1.1.3 The establishment, management, and operation of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA, will promote the objectives set out in this Agreement, including an Inuit regional approach to ecosystem conservation, stewardship, governance, sustainable economies and benefits.

1.1.4 The establishment, management, and operation of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA, will support the implementation of Inuit rights and will be consistent with the Nunavut Agreement and, barring any inconsistency or conflict with the Nunavut Agreement, be consistent with the *Oceans Act*, and other federal legislation including the *United Nations Declaration on the Rights of Indigenous Peoples Act*.

1.1.5 The establishment, management, and operation of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA, will support the collection of Inuit Qaujimajatuqangit, at a level that is equal or equitable to that of western science, and Inuit Qaujimajatuqangit will when available, be considered in decision-making, including decisions related to, wildlife management, fisheries, research, monitoring, economic and infrastructure development, and for marine vessel management where appropriate.

1.1.6 Inuit views, expertise and understandings of the Sarvarjuaq Marine Protected Area, the Qikiqtait Protected Area, and the Qikiqtait Nunangit IPCA will, when available, be considered in decision-making to encourage the wise use of wildlife and marine ecosystems, on which Inuit depend, and will be shared by Inuit with younger generations.

1.1.7 Recommendations related to decisions on the implementation of the Sarvarjuaq Marine Protected Area and the Qikiqtait Marine Protected Area will take into account important considerations such as sustaining wildlife populations and protecting Inuit rights to wildlife harvesting, supporting food sovereignty and addressing threats to the environment taking into consideration Inuit Qaujimajatuqangit, the precautionary principle and principles of ecosystem management.

1.1.8 Inuit stewardship of the environment will be supported in future marine IPCAs established by QIA, and in the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area and the Qikiqtait Nunangit IPCA to ensure an increased collection of Inuit knowledge and decision-making that fully reflects and integrates Inuit Qaujimanituqangit in recommendations related to marine ecosystems and wildlife populations that are vulnerable to current threats such as climate change and increased vessel traffic.

1.1.9 Inuit stewardship will include research and monitoring guided by Inuit and Inuit Qaujimajatuqangit. Research and monitoring guided by Inuit will consider threats to the ecosystem and wildlife populations, such as from climate change and increased vessel traffic, and will work towards enabling Inuit to inform marine navigation oversight activities which may inform future enforcement activities.

1.1.10 Inuit-led governance and Inuit self-determination will be supported by a regional Inuit governance structure that holds knowledge of Maligait, teachings, understandings, and practices to guide Inuit stewardship and Inuit decision-making on the management and operation of protected ecosystems, including the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, the Qikiqtait Nunangit IPCA, and future marine IPCAs established by QIA, and information related to the Pikialasorsuaq, and will enable Inuit participation in governance of these areas.

1.1.11 This Agreement will build capacity for Inuit-led governance and Inuit leadership in governance and effective QIA participation with DFO, ECCC and TC in conservation activities.

1.1.12 This Agreement will contribute to the sustainability of Inuit benefits related to protected areas in the Qikiqtani Region and particularly for the continuity of benefits to Inuit stewardship activities over the marine environment, and simultaneously support management actions and measures that are necessary for the sustainability of ecosystems and the safeguarding wildlife populations that Inuit depend upon.

1.1.13 The Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected, and the Qikiqtait Nunangit IPCA will create lasting socio-economic benefits and cultural opportunities for Inuit, which are necessary to foster reconciliation between Inuit and Canada.

1.1.14 Preservation of Inuit cultural practices, heritage, expression, customs, and Inuktitut will be supported and Inuit initiatives for cultural maintenance and renewal will be promoted in the

establishment, management, and operation of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA.

1.1.15 Protection of the archaeological heritage of Inuit will be supported in the establishment, management, and operation of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA to the extent possible.

1.1.16 Inuit shall benefit from, and participate in, the economic and other opportunities arising from the establishment, management and operation of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA.

1.1.17 The Sarvarjuaq Marine Protected Area and the Qikiqtait Marine Protected Area will be conserved taking into account that they are areas of global ecological significance and are examples of the most productive marine environments in the Arctic Ocean, serving as the home and gateways for large numbers of migrating marine mammals and as breeding and foraging habitat for immense colonies of seabirds.

1.1.18 Opportunities for Inuit governance and participation in research and monitoring will be promoted in the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA.

1.1.19 The ecosystem health and biodiversity of the Sarvarjuaq Marine Protected Area, the Qikiqtait Marine Protected Area, and the Qikiqtait Nunangit IPCA, are of fundamental importance to Inuit and Canadians.

Article 2 – Definitions

2.1 Definitions

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

2.1.2 In this Agreement, unless the context requires otherwise, the following capitalized terms have the meaning set out below:

"**Agreement**" means this entire Inuit Impact and Benefit Agreement, including its preamble and all other components as described in subsection 3.3.7;

"**Canada**" means His Majesty the King in Right of Canada, unless the context otherwise requires;

"**Canadian Protected and Conserved Areas Database**" or "**CPCAD**" means the national database compiled and managed by Environment and Climate Change Canada, in collaboration with federal, provincial and territorial jurisdictions and other data providers;

"**Community**" means a sub-region of the Qikiqtani Region inhabited by Inuit who have cultural connections with other Inuit and an understanding of their sub-regional environment, including as represented by a Qikiqtani Community Conservation Committee, and which may include a municipality where Inuit were permanently settled by Canada that does not reflect Inuit understandings of their association with lands and marine areas;

"**Conservation Area**" means an area as defined under Article 9 of the Nunavut Agreement*;*

"**Council**" means the "**Qikiqtani Inuit Stewardship Council**" or "**QISC**";

"**Department of Fisheries and Oceans**" or "**DFO**" means the Department of Fisheries and Oceans, established under the *Department of Fisheries and Oceans Act*, R.S.C., 1985, c.F-15, as represented by the Minister of Fisheries and Oceans or any authorized official representing the Minister;

"Effective Date" means the date that this Agreement has been executed and the Ministerial Orders designating the Sarvarjuaq Marine Protected Area and the Qikiqtait Marine Protected Area have thereafter both come into force, in accordance with subsection 3.3.1;

"**Environment and Climate Change Canada**" or "**ECCC**" means the Department of the Environment, established under the *Department of the Environment Act*, R.S.C., 1985, c. E-10, as represented by the Minister of the Environment or any authorized official representing the Minister;

"Establishment Date" has the meaning set out in subsection 6.2.2;

"Government of Canada" means His Majesty the King in Right of Canada, in this Agreement represented by DFO, ECCC and TC;

"**Hunters and Trappers Organization"** or **"HTO**" has the same meaning as set out in the Nunavut Agreement;

"**IIBA**" means an Inuit Impact and Benefit Agreement required under Article 8 or 9 of the Nunavut Agreement;

"**Inuit Owned Lands**" or "**IOL**" has the same meaning as set out in the Nunavut Agreement;

"**Inuit Protected and Conserved Area**" or "**IPCA**" means a clearly defined Inuit-led marine and/or terrestrial area established by QIA in the Qikiqtani Region as a conservation area that may be recognized by Canada through supporting agreements, including, potentially, and without limitation, an IIBA;

"**Inuit Qaujimajatuqangit**" can be described as Inuit oral history and knowledge that has been passed down verbally over centuries of Inuit experience. Inuit Qaujimajatuqangit includes the past and the present. This knowledge is unique to each individual. Inuit Qaujimajatuqangit can be interchangeable with "Inuit Qaujimanituqangit" which is a collective knowledge. Additionally, "Inuit Qaujimajangit" is Inuit knowledge living and adapting, and very much part of the present day and present-day life. It is how Inuit live and see the world today, based on the individual and collective knowledge of Inuit Qaujimajatuqangit and "Inuit Qaujimanituqangit" respectively. Holistically, it is a belief system creating moral obligations that is at the core of Inuit identity and governs Inuit society;

"Institution(s) of Public Government" means the boards under the Nunavut Agreement that are identified as such;

"**Maligait**" can be described as oral Inuit laws or customary laws, as defined by Inuit, and encompassing Inuit Qaujimajatuqangit and understandings of Inuit laws and related concepts such as piqujait, maligait and tirigusuusiit that collectively refer to "what had to be followed, done or not done" in Inuit culture. Piqujait, refers to "things that have to be done", maligait, refers to "things that have to be followed" and tirigusuusiit refers to "things that have to be avoided";

"**Marine Protected Area**" or **"MPA"** means an area of the sea designated by order under subsection 35.1(2) of the *Oceans Act* for one or more of the reasons set out in subsection 35(1) of that Act. For greater certainty, Marine Protected Areas also constitute a Conservation Area within the meaning of Article 9 of the Nunavut Agreement*;*

"**Minister**" means the Minister of Fisheries and Oceans or her designate, the Minister of the Environment or her designate, or the Minister of Transport or his designate, according to who is responsible for the subject matter;

"**Nauttiqsuqtiit**" refers to a participant in QIA activities or to a program related to the stewardship of marine and terrestrial environments;

"Nauttiqsuqtiit Conservation Centres" means the infrastructure referred to in section 14.3;

*"***Nunavut Agreement***"* means the *Agreement Between 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*, S.C. 1993, c. 29;

"**Parties**" or "**Party**" means, for the purposes of this Agreement, all or any one of, respectively, the Inuit of the Qikiqtani Region, as represented by the Qikiqtani Inuit Association, and His Majesty the King in Right of Canada, as represented by the Minister of Fisheries and Oceans, the Minister of the Environment, and the Minister of Transport;

"**QIA**" means Qikiqtani Inuit Association;

"**Qikiqtani Community Conservation Committee**" or "**QCCC**" has the meaning set out in Article 7;

"**Qikiqtani Inuit Stewardship Council**" or "**QISC**" or "**Council**" has the meaning set out in Article 7;

"**Qikiqtait Joint Working Group**" has the meaning described in section 5.6;

"**Qikiqtait MPA**" means the proposed Qikiqtait Marine Protected Area including the ice and waters that are contemplated for designation as an *Oceans Act* Marine Protected Area to be designated by Ministerial Order and as described in subsection 5.3.1 of this Agreement;

"**Qikiqtait Nunangit IPCA**" means the IPCA to be established by QIA as described in Article 6;

"**Qikiqtani Region**" means one of the three regions in the Nunavut Settlement Area and includes all Communities regularly inhabited by the Inuit members of QIA;

"Qikiqtani Regional Conservation Model" means the model of conservation for the Qikiqtani Region described in QIA's prospectus entitled, "A Regional Conservation Approach (2022)" which includes but is not limited to Inuit-led governance, Inuit stewardship, related infrastructure, offshore fisheries reconciliation, and sustainability;

"**Sarvarjuaq Joint Working Group**" has the meaning described in section 4.6;

"**Sarvarjuaq MPA**" means the proposed Sarvarjuaq Marine Protected Area including the ice and waters that are contemplated for designation as an *Oceans Act* Marine Protected Area to be designated by Ministerial Order and as described in subsection 4.3.1 of this Agreement;

“SINAA Agreement” means the agreement between QIA, the Pew Charitable Trusts, Canada (represented by the Ministers of DFO, ECCC and Parks Canada Agency) and the Aajuraq Conservation Fund Society formed on February 27, 2025;

“**Term**” means seven (7) years from the Effective Date;

“Transport Canada” or “**Department of Transport**” or “**TC**” means the Department of Transport, established under the *Department of Transport Act*, R.S.C. 1985, c. T-18, as represented by the Minister of Transport or any authorized official representing the Minister; and

“Tuvaijuittuq Marine Protected Area” or **“Tuvaijuittuq MPA”** means the area of the sea designated by Order No. 2 Designating the Tuvaijuittuq Marine Protected Area.

Article 3 - General Provisions and Interpretation

3.1 Relation to Nunavut Agreement and Inuit rights

3.1.1 This Agreement constitutes the Inuit Impact and Benefit Agreement required under Articles 8 and 9 of the Nunavut Agreement with respect to the Qikiqtait MPA described in Article 5, the Sarvarjuaq MPA described in Article 4 and the Conservation Area associated with the Qikiqtait Nunangit IPCA described in Article 6.

3.1.2 This Agreement does not form part of the Nunavut Agreement and is not a land claim agreement within the meaning of Section 35 of the *Constitution Act*, *1982*.

3.1.3 This Agreement is not a bilateral Agreement within the meaning of Sub-section 5.7.18 (c) of the Nunavut Agreement, and nothing in this Agreement establishes any limitation on Inuit access rights as set forth in the Nunavut Agreement.

3.1.4 Nothing included or excluded from this Agreement is intended to be used as a guide to the construction or interpretation of the Nunavut Agreement.

3.1.5 The exclusion from this Agreement of any matter listed in Schedule 8-3 of the Nunavut Agreement shall not be construed as an acknowledgement that the matter is not appropriate for inclusion in this or any future IIBA.

3.1.6 This Agreement and all terms herein shall be read so as to be consistent with the Nunavut Agreement. In the event of any inconsistency or conflict between this Agreement and the Nunavut Agreement, the Nunavut Agreement shall prevail, but only to the extent of such inconsistency or conflict.

3.1.7 Nothing in this Agreement shall be construed so as to abrogate or derogate from any existing or future Aboriginal or treaty rights of Inuit. No provision of this Agreement shall be construed or interpreted in a manner that limits or otherwise restricts any of the rights and benefits accorded to Inuit under the Nunavut Agreement.

3.2 General Matters

3.2.1 For greater certainty, nothing in this Agreement obliges the Parties to act in a manner inconsistent with their lawful jurisdictions or their laws.

3.2.2 Recognizing that DFO retains ultimate responsibility for Marine Protected Areas under the *Oceans Act*, this Agreement shall not be interpreted or implemented in a manner that fetters the decision-making authorities of any of the Parties including a Minister's ability to exercise the authority granted to them by Parliament, but the exercise of their authorities shall be guided by the terms and the provisions of this Agreement.

3.2.3 Nothing in this Agreement shall be construed as delegating or transferring any competence of any Party.

3.2.4 DFO, ECCC, and TC shall seek the advice of QIA before recommending any changes to legislation, regulations or conservation policy, including, without limitation, the *Canada Shipping Act*, *2001*, *Canada Wildlife Act*, *Fisheries Act*, *Oceans Act*, and the Marine Protected Areas Protection Standard, that would likely affect the Sarvarjuaq MPA, the Qikiqtait MPA, the Qikiqtait Nunangit IPCA or a future marine IPCA established by QIA in these areas during the Term of this Agreement, or any benefits or impacts addressed by this Agreement.

3.2.5 No part of this Agreement may be assigned, and no Party may transfer any responsibility or obligation under this Agreement to another person or body, without the prior written consent of the other Parties. QIA shall not assign any payments to be made under this Agreement without the written permission of DFO, ECCC and TC, but nothing shall preclude QIA from enlisting the assistance of others in carrying out the obligations of QIA under this Agreement.

3.2.6 If there is any inconsistency or conflict between this Agreement and a policy or directive of DFO, ECCC or TC, or QIA, affecting the Sarvarjuaq MPA, Qikiqtait MPA, or Qikiqtait Nunangit IPCA or a future marine IPCA established by QIA in these areas, or their operations, this Agreement shall prevail to the extent of the inconsistency or conflict.

3.2.7 Nothing in this Agreement, including without limitation any benefit provided to Inuit under or in furtherance of this Agreement, shall detrimentally affect the rights or ability of Inuit to participate in and benefit from government or other programs for Inuit, Nunavut residents or Indigenous peoples, or for Inuit to enjoy the same rights and benefits as other Canadians. Without limiting the foregoing, any benefit relating to this Agreement shall not detrimentally affect the rights of Inuit to government services and levels of service that should otherwise be available to Inuit of the Qikiqtani Region.

3.2.8 Pursuant to section 40 of the *Financial Administration Act*, any amount payable under this Agreement shall be subject to there being an appropriation of funds by Parliament for the fiscal year in which the amount is payable.

3.2.9 The Parties shall ensure that any information of a confidential nature related to this Agreement to which a Party or its officers, servants or agents become privy, shall be treated as confidential and shall not disclose such information to third parties without obtaining the prior written consent of the other Party, subject to laws of general application, including those respecting confidentiality and privacy.

3.2.10 Nothing in the Agreement affects the ability of the Parties to take action within their lawful authority to respond to any emergency. In the circumstances where an emergency arises that prevents a Party's ability to meet the commitments set out in this Agreement, that Party will provide written notice to the other Parties as soon as practicable outlining the circumstances and the action taken to respond to the emergency. Where possible, a Party will provide notice of the emergency prior to taking action within the Sarvarjuaq MPA, the Qikiqtait MPA, and/or the Qikiqtait Nunangit IPCA.

3.2.11 The Parties shall take all steps necessary to give full effect to the terms and provisions of this Agreement.

3.3 Interpretation

3.3.1 This Agreement comes into effect on the Effective Date. The Parties agree that the Ministerial Orders shall not come into force prior to the execution of this Agreement, and this Agreement shall not come into effect until it has been executed by all Parties and until the Ministerial Order designating the Sarvarjuaq Marine Protected Area and the Ministerial Order designating the Qikiqtait Marine Protected Area have come into force.

3.3.2 This Agreement may be executed in several counterparts and each counterpart when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, which may be sufficiently evidenced by any original counterpart. This Agreement may be executed by any electronic means and electronic signatures of a Party's authorized signatories will be treated as binding as if originals.

3.3.3 This Agreement is for a Term of 7 years commencing on the Effective Date, but on expiry of the Term of this Agreement, funding may continue in force in accordance with subsection 14.5.1 (Implementation Funding).

3.3.4 This Agreement when executed by the Parties constitutes a contract which is legally binding and enforceable in accordance with its terms.

3.3.5 This Agreement constitutes the entire agreement between the Parties and there are no oral or written representations, warranties, collateral agreements or conditions affecting this Agreement except as expressly stated in this Agreement.

3.3.6 This Agreement may only be amended with the written consent of the Parties.

3.3.7 The preamble, articles, and schedules constitute this Agreement and shall be read together and interpreted as one agreement. The preamble, principles and article objectives are intended to assist in the construction and interpretation of this Agreement. Schedules 4-1 and 5-1 described in Articles 4 and 5, respectively, are for illustrative purposes only. Appendix 1 of Article 10 is included for reference purposes with respect to the obligations of DFO and ECCC to follow the process described in Appendix 1, as set out in section 10.3, and for no other purpose.

3.3.8 The honour of the Crown will be at issue in the implementation of this Agreement. DFO, ECCC and TC shall implement this Agreement purposively, diligently and in good faith.

3.3.9 The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.

3.3.10 In this Agreement, words importing the singular number include the plural and the singular, words importing the plural include the singular and the plural and all references to gender include the female, male and other genders as the context requires. References in this Agreement to "Preamble" or to an "Article", "section", "subsection", "paragraph" or an "Appendix" are to the preamble or an article, section, subsection, paragraph or an appendix of this Agreement unless otherwise expressly stated. Unless the context otherwise requires, references in this Agreement to "including" mean "including, without limitation".

3.3.11 QIA shall prepare, or cause to be prepared, an Inuktitut version of this Agreement at the Government of Canada's expense for the Government of Canada's operational review. The Government of Canada shall prepare, or cause to be prepared, a French version of this Agreement. The English version shall be the authoritative version. If a version of Inuktitut becomes standardized, and there are accredited translators and interpreters, the Parties will take appropriate steps to develop an Inuktitut version of this Agreement, which the Parties may agree could also be an authoritative version of this Agreement.

3.3.12 Time shall be of the essence in this Agreement, including the performance of all obligations and responsibilities pursuant to this Agreement. No delay or failure by a Party to insist on timely compliance by the other Party with an obligation or provision of this Agreement shall be deemed to be a waiver of time of the essence unless expressly stated by a Party in writing. A written waiver of timely performance in one instance shall not be deemed to constitute future waiver or condonation of any future delay.

3.3.13 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

3.3.14 Any waiver of any provision of this Agreement does not constitute a continuing waiver unless otherwise expressly stated by the waiving Party. No failure by a Party to exercise, and no delay in exercising, any provision or any right herein shall operate as a waiver of such provision or right, nor shall any single or partial exercise of a right preclude any other or further exercise of such right or exercise of any other right or affect the right of that Party to enforce such provision or right.

3.3.15 The failure of a Party to enforce any term or provision of this Agreement shall not constitute a waiver of such term or provision or affect the right of that Party to enforce such term or provision at a later date. No waiver of any of the terms or provisions of this Agreement shall be deemed to constitute a waiver of any other term or provision (whether or not similar), and will not constitute condonation of any non-performance by the other Party of an obligation.

3.3.16 The Parties intend that the terms of this Agreement shall have independent significance. If any Party has breached any term or obligation in any respect, the fact that there exists another term or obligation relating to the same subject matter (regardless of the relative levels of specificity)

that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first term or obligation.

3.3.17 Neither of the Parties shall have a claim or cause of action based on a finding that any provision of the Agreement is declared by a court of competent jurisdiction to be invalid. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect, and the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.

3.3.18 This Agreement shall be construed and governed in accordance with the laws of Nunavut and the applicable laws of Canada.

3.3.19 This Agreement and all of the terms and provisions herein shall enure to the benefit of the Parties' respective successors and permitted assigns.

3.4 Consultation and Best Efforts

3.4.1 An obligation to consult as between the Parties identified in this Agreement, shall include, at a minimum:

a) notice of the matter in sufficient form and detail to allow the Party being consulted to prepare its views;
b) a reasonable period of time for the party being consulted to prepare its views and an opportunity to discuss those views with the consulting Party;
c) full and fair consideration of any views presented and adequate explanation in writing of how those views have been taken into account;
d) reasonable and culturally appropriate consultation techniques, which facilitate the sharing of views by unilingual and other Inuit;
e) interpretation and translation of relevant materials, as required;
f) a summary of the consultation process in English and Inuktitut; and
g) consideration of appropriate modifications in relation to the matter that is under consultation.

3.4.2 Requirements to consult, communicate or exchange information with Inuit in this Agreement do not exhaust any other duty to consult with Inuit that the Crown may have.

3.4.3 When used in this Agreement the term "best efforts":

a) imposes a higher obligation than a "reasonable effort" as provided under common law;
b) means taking, in good faith, all reasonable steps to achieve the objective, carrying the process to its logical conclusion; and
c) includes doing everything known to be usual, necessary and proper for ensuring the success of the endeavour.

3.5 Notice

3.5.1 Except as otherwise expressly permitted or required, any communications, notices or demands made or given by a Party under this Agreement, including seeking a written consent from the other Party, shall be in writing. Such communications, notices or demands may be made or given by personal delivery, by registered mail, or by electronic means including email, in all cases addressed to the respective Parties as follows:

If to QIA:

Executive Director
Qikiqtani Inuit Association
200-922 Sivumugiaq Street,
Iqaluit, Nunavut, X0A 3H0

With a copy to the QIA Director of Marine and Wildlife

If to DFO:

Regional Director General of the Arctic Region
Fisheries and Oceans Canada
P.O. Box 1871
Inuvik, Northwest Territories, X0E 0T0

If to ECCC:

Assistant Deputy Minister of the Canadian Wildlife Service
351 Saint-Joseph Blvd
Gatineau, Québec, J8Y 3Z5

If to TC:

Regional Director General of the Prairie and Northern Region
344 Edmonton Street
Winnipeg, Manitoba, R3B 2L4

Article 4 - Protection and Conservation of the Sarvarjuaq Marine Area

4.1 Objectives

4.1.1 To designate a MPA by Ministerial Order under the *Oceans Act* in the Sarvarjuaq marine area described in section 4.3 in a manner that is not inconsistent with the Nunavut Agreement and the *United Nations Declaration on the Rights of Indigenous Peoples Act*, and that aligns with the Ajuinnata Action Plan for the *United Nations Declaration on the Rights of Indigenous Peoples Act*, *Inuit Nunangat Policy* and recommendations of the Qikiqtani Truth Commission.

4.1.2 Once designated, the MPA will allow "ongoing activities" as defined under subsection 35.1(1) of the *Oceans Act*, subject to the Nunavut Agreement and the *Oceans Act*, to conserve and protect the Sarvarjuaq MPA by limiting human activities therein while QIA, DFO and ECCC work with Inuit and northern partners, including the Government of Nunavut, to explore the feasibility of longer-term conservation for this area.

4.1.3 To, over the Term of this Agreement, collaborate on the desired establishment of a Sarvarjuaq marine IPCA for the Sarvarjuaq marine area by QIA.

4.1.4 To provide for the participation of the QCCCs in a Sarvarjuaq Joint Working Group pertaining to the Sarvarjuaq MPA and a future Sarvarjuaq marine IPCA described in section 4.5.

4.1.5 To support the participation of the QCCCs in activities supporting work of the Inuit-led Pikialasorsuaq joint steering committee, through which Canada and Greenland will coordinate with QIA on transboundary marine management efforts that include the Sarvarjuaq marine area.

4.2 Proposed Federal Designation of the Sarvarjuaq Marine Area

4.2.1 DFO is interested in pursuing the federal designation of an *Oceans Act* MPA by Ministerial Order within the boundaries identified as the Sarvarjuaq marine area described in section 4.3.

4.2.2 The federal designation of the Sarvarjuaq marine area as an *Oceans Act* MPA by Ministerial Order will comply with relevant requirements specified in federal legislation, including the publication of the instrument in the *Canada Gazette,* Part II.

4.2.3 The federal designation of the Sarvarjuaq marine area as an *Oceans Act* MPA by Ministerial Order will be done in a manner that is not inconsistent with the Nunavut Agreement and in collaboration with QIA. The Parties agree that all reasonable efforts will be made to reference "Sarvarjuaq" within the regulatory title of any federal statutory instrument designating the marine area.

4.2.4 While the Sarvarjuaq marine area is protected by an *Oceans Act* Ministerial Order, the administration of the MPA will include a Sarvarjuaq Marine Area Implementation Plan as agreed to by QIA and DFO prior to the first anniversary of the Effective Date of this Agreement. For greater certainty, the Sarvarjuaq Marine Area Implementation Plan will include but not be limited to:

a) implementation of the objectives described in subsection 4.2.5;
b) guidance related to prohibited and ongoing activities as set out in the regulation during the period of the Ministerial Order;
c) development of QIA's vision for a future Sarvarjuaq marine IPCA as described in section 4.5; and
d) development of a schedule for periodic updates by DFO and QIA on steps to support QIA's vision for a future Sarvarjuaq marine IPCA.

4.2.5 Activities in the Sarvarjuaq marine area while it is protected by the MPA by Ministerial Order will be guided by objectives, namely:

1) to support the conservation, protection, and understanding of Sarvarjuaq (the Canadian portion of the North Water Polynya) and its unique biologically productive ecosystem that is of immense value to Inuit and Inuit culture; and

2) to support Inuit leadership in the conservation of Sarvarjuaq to ensure the continuity of Inuit culture, values, and practices, including accumulating and passing down Inuit knowledge, as well as Inuit stewardship and governance.

4.2.6 In the event that the Parties cannot agree after following the process described in section 4.5, and after considering the discussions of the joint working group established pursuant to section 4.6, QIA may provide its own recommendation to the Minister of Fisheries and Oceans on the establishment of final protection or on the repeal of the Ministerial Order, prior to the expiration of the Ministerial Order.

4.3 MPA Boundary Description

4.3.1 At the time of signing this Agreement, the proposed MPA boundary for the contemplated Sarvarjuaq MPA is graphically illustrated on a sketch recorded in the Canada Lands Survey Records ("CLSR") as Plan "113360 CLSR", which is reproduced in Schedule 4-1 attached to this Agreement, and is described in the Field Book deposited as "FB44739" in the CLSR which reads as follows:

All topographic features referred to below are derived from edition nine of the CanVec dataset.

The boundary of the following description is graphically illustrated on a sketch recorded in the Canada Lands Survey Records as 113360 CLSR.

All coordinates are geographic with reference to the 1983 North American Datum (NAD83), Canadian Spatial Reference System (CSRS). All references to straight lines are points joined directly on the NAD83 ellipsoid by geodesics.

Select points have a unique number in brackets that can be cross-referenced with the sketch noted above.

All that portion of Baffin Bay and Nares Strait comprising the seabed, the subsoil to a depth of five (5) metres below the seabed, and the water column above the seabed, including the sea ice, more particularly described as follows:

COMMENCING at a point where the ordinary low water mark of Ellesmere Island intersects the straight line between the ordinary high water mark of Ellesmere Island at a point where latitude 76°35'16" North meets the same at approximate longitude 78°07'21" West and a point at latitude 76°30'12" North and longitude 77°53'42" West; [1]

THENCE continuing southeasterly along the various course of the easterly boundary of Tallurutiup Imanga National Marine Conservation Area as described in Field Book FB 44120 recorded in the Canada Lands Survey Records in Ottawa to a point at latitude 72°46'57" North and approximate longitude 73°21'27" West in Baffin Bay; [2]

THENCE easterly in a straight line to a point at latitude 73°52'16.2" North and longitude 69°10'52.9" West, being coincident with a point described as number seventy-four (74) of Part 1 of Area 2 in the Schedule of the Fishing Zone of Canada (Zone 6) Order, C.R.C., c. 1549; [3]

THENCE northwesterly along the various courses of said Fishing Zone, and continuing northerly and northeasterly along the various courses of Area 2 Part 2 and Area 3 of said Fishing Zone, connected by straight lines, to a point where latitude 81°42'37" North meets the same. A point coincident with the Tuvaijuittuq Marine Protected Area as described in Field Book FB 42596 recorded in the Canada Lands Survey Records in Ottawa; [4]

THENCE southwesterly in a straight line along the boundary of the Tuvaijuittuq Marine Protected Area to a point at the intersection of the ordinary low water mark of Cape Baird, Ellesmere Island and longitude 64°32'27" West at approximate latitude 81°32'51" North. [5]

THENCE generally southerly along the sinuosities of the ordinary low water mark of Ellesmere Island to the point of commencement;[1]

Excepting all lands, including lands under water, that lie landward of the ordinary low water mark of the sea coast of any naturally occurring permanent island in Baffin Bay and Nares Strait;

Excepting all lands under water within Small Enclosed Bays, as defined in section 1.1 of the Nunavut Lands and Resources Devolution Agreement among the Government of Canada, the Government of Nunavut, and Nunavut Tunngavik Incorporated, signed January 18, 2024;

Excepting all Inuit Owned Lands, as defined in section 1.1.1. of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, signed May 25, 1993, that are wholly or partially within the described area;

Containing an area of approximately 73,700 square kilometres as measured on the Albers Equal Area Conic projection.

4.3.2 A sketch of the Sarvarjuaq marine area proposed for designation by Ministerial Order under the *Oceans Act* is attached to this Agreement as Schedule 4-1 for illustrative purposes only.

4.3.3 In advance of any formal federal designation of the Sarvarjuaq marine area as an MPA by Ministerial Order under the *Oceans Act*, the proposed boundaries have been approved by the Nunavut Wildlife Management Board, the Minister of Fisheries and Oceans, and the Surveyor General of Canada in collaboration with QIA.

4.3.4 The proposed MPA boundaries for the Sarvarjuaq marine area include the Canadian portion of the Northwater Polynya. The Northwater Polynya is referred to as the Pikialasorsuaq by Canada and Greenland and the Kingdom of Denmark.

4.4 Inuit Owned Lands

4.4.1 The boundaries of the contemplated MPA in the Sarvarjuaq marine area shall not include any part of Inuit Owned Lands and the management of the Sarvarjuaq marine area once designated as an MPA shall not impede any right of access to Inuit Owned Lands under the Nunavut Agreement.

4.5 Sarvarjuaq Marine Inuit Protected and Conserved Area

4.5.1 In furtherance of DFO's commitment under the Ajuinnata Action Plan, DFO will collaborate with QIA to advance its vision for the establishment of a future marine IPCA within the Sarvarjuaq marine area.

4.5.2 DFO, ECCC and QIA agree to use their respective best efforts, and shall take reasonable steps, to support the establishment and implementation by QIA of a future Sarvarjuaq marine IPCA including any part thereof lying within the proposed boundaries described in subsection 4.3.1, within the five-year period of the Ministerial Order more broadly described in section 4.2. This support includes the funding to be provided by the Government of Canada in accordance with Article 14 (Implementation Funding) and other related agreements including the SINAA Agreement.

4.5.3 It is the mutual intention of DFO, ECCC and QIA to collaborate on the long-term protection of the Sarvarjuaq marine area, including an IPCA established by QIA as described in subsection 4.5.2, in order to meet QIA and DFO's and/or ECCC's shared objectives, including those set out in section 4.1. This collaboration may include support under federal legislation or regulatory tools.

4.5.4 In furtherance of subsections 4.5.2 and 4.5.3, QIA and DFO shall develop a joint proposal prior to the third anniversary of the Effective Date of this Agreement, that will support the establishment of an MPA by Governor-in-Council (by regulation) for the Sarvarjuaq marine area that complements an overlapping IPCA established by QIA. The joint proposal shall be submitted to the DFO Minister and QIA President and may include recommendations to address, among other things:

a) approaches to prohibitions, exceptions, activity plans and zoning, including for research, within a regulation for an MPA that aligns with QIA's vision for an IPCA;
b) how an MPA established by regulation can be supported by a management plan for the IPCA developed by QIA in collaboration with DFO; and
c) an approach to management of an MPA established by regulation that supports QIA's Inuit-led regional governance model and Inuit self-determination in research.

4.5.5 QIA represents Inuit in Canada on the Pikialasorsuaq joint steering committee and will bring its intention to establish a Sarvarjuaq marine IPCA to the steering committee as part of its information sharing role there.

4.6 Sarvarjuaq Joint Working Group

4.6.1 QIA and DFO, ECCC, and TC agree that they will not require a joint Inuit/Government management committee pursuant to Section 8.4.11 of the Nunavut Agreement for the Sarvarjuaq MPA. QIA and DFO will, as soon as possible and no later than six months from the Effective Date, establish a "Sarvarjuaq Joint Working Group" for the Sarvarjuaq MPA.

4.6.2 The work of the Sarvarjuaq Joint Working Group will support the feasibility studies, which shall be completed by the third anniversary of the Effective Date of this Agreement, and any other work supporting the long-term protection of the marine area, including QIA's establishment of a future Sarvarjuaq marine IPCA.

4.6.3 Representatives of QCCCs and/or QIA shall, when sitting with representatives selected by DFO, ECCC or TC, constitute the Sarvarjuaq Joint Working Group. The Sarvarjuaq Joint Working Group may include representatives from the Government of Nunavut when invited by the Sarvarjuaq Joint Working Group.

4.6.4 The Sarvarjuaq Joint Working Group shall be comprised of not more than a maximum of seven members from QCCCs and/or QIA, and DFO, ECCC, and/or TC and/or any invited representatives from the Government of Nunavut. Additional observers may attend meetings with the approval of the Sarvarjuaq Joint Working Group. There may be more QCCC and QIA members than government members, but at no time shall there be more government members than QCCC and QIA members. QCCC and/or QIA and government members may be rotated and/or alternate members may be appointed to ensure regular and consistent participation and/or specialized Inuit knowledge of a specific subject matter or decision.

4.6.5 The Council will receive meeting notices, agendas and other supporting documents pertaining to the Sarvarjuaq Joint Working Group from QCCC or QIA members for information. The Council will be notified by QCCC or QIA members of all matters affecting the activities of the Sarvarjuaq Joint Working Group.

4.6.6 The Sarvarjuaq Joint Working Group will establish terms of reference for its activities. The Sarvarjuaq Joint Working Group will approve the final version of its terms of reference and provide a copy to the Council and to DFO, ECCC, and TC. The Council and DFO, ECCC, and TC may

provide comments on the final terms of reference if desired and the Sarvarjuaq Joint Working Group will consider the comments and may consider amendments to the terms of reference.

4.6.7 The QCCCs and/or QIA will bring any Inuit understandings and knowledge of the larger Northwater Polynya, or Pikialasorsuaq, to the Sarvarjuaq Joint Working Group for the application of a holistic approach to work supporting the long-term protection of the area, including a future Sarvarjuaq marine IPCA.

4.6.8 QIA's costs related to the management and operation of the Sarvarjuaq Joint Working Group shall be paid by the Government of Canada in accordance with the governance funding set out in Article 14 (Implementation Funding). DFO, ECCC, and TC shall each pay their own costs related to the management and operation of the Qikiqtait Joint Working Group.

4.6.9 QIA, DFO, ECCC, or TC, as applicable, will notify each other where reasonably possible and within a reasonable time when they become aware of any proposed activities or matters that may impact the Sarvarjuaq MPA established by Ministerial Order or the future Sarvarjuaq marine IPCA established by QIA.

Article 5 - Protection and Conservation of the Qikiqtait Marine Area

5.1 Objectives

5.1.1 To designate a MPA by Ministerial Order under the *Oceans Act* in the Qikiqtait marine area described in section 5.3 in a manner that is not inconsistent with the Nunavut Agreement and the *United Nations Declaration on the Rights of Indigenous Peoples Act*, and that aligns with the Ajuinnata Action Plan for the *United Nations Declaration on the Rights of Indigenous Peoples Act*, *Inuit Nunangat Policy* and recommendations of the Qikiqtani Truth Commission.

5.1.2 Once designated, the MPA will allow "ongoing activities", as defined under subsection 35.1(1) of the *Oceans Act*, subject to the Nunavut Agreement and the *Oceans Act*, to conserve and protect the Qikiqtait MPA by limiting human activities therein while QIA, DFO and ECCC work with Inuit and northern partners, including the Government of Nunavut, to explore the feasibility of longer-term conservation for this area.

5.1.3 To, over the Term of this Agreement, collaborate on the desired establishment of a Qikiqtait marine IPCA for the Qikiqtait marine area by QIA.

5.1.4 To provide for the participation of the Sanikiluaq QCCC in a Qikiqtait Joint Working Group pertaining to the Qikiqtait MPA and a future Qikiqtait marine IPCA described in section 5.5.

5.2 Federal Designation of the Qikiqtait Marine Area

5.2.1 DFO is interested in pursuing the federal designation of an *Oceans Act* MPA by Ministerial Order within the boundaries identified as the Qikiqtait marine area described in section 5.3.

5.2.2 The federal designation of the Qikiqtait marine area as an *Oceans Act* MPA by Ministerial Order will comply with relevant requirements specified in federal legislation, including the publication of the instrument in the *Canada Gazette*, Part II.

5.2.3 The federal designation of the Qikiqtait marine area as an *Oceans Act* MPA by Ministerial Order will be done in a manner that is not inconsistent with the Nunavut Agreement and in collaboration with QIA. The Parties agree that all reasonable efforts will be made to reference "Qikiqtait" within the regulatory title of any federal statutory instrument designating the marine area.

5.2.4 While the Qikiqtait MPA is protected by Ministerial Order, the administration of the MPA will include a Qikiqtait Marine Area Implementation Plan as agreed to by QIA and DFO prior to the first anniversary of the Effective Date of this Agreement. For greater certainty, the Qikiqtait Marine Area Implementation Plan will include but not be limited to:

a) implementation of the objectives described in subsection 5.2.5;
b) guidance related to prohibited and ongoing activities as set out in the regulation during the period of the Ministerial Order;
c) development of QIA's vision for a future Qikiqtait marine IPCA as described in section 5.5; and

d) development of a schedule for periodic updates by DFO and QIA on steps to support QIA's vision for a future Qikiqtait marine IPCA.

5.2.5 Activities in the Qikiqtait marine area while it is protected by the MPA by Ministerial Order, will be guided by objectives, namely to:

1) support the conservation, protection, and understanding of the marine environment around the Belcher Islands, including the wildlife and other species, that is of immense value to Inuit and Inuit culture, and

2) support Inuit leadership in the conservation of Qikiqtait to ensure the continuity of Inuit culture, values, and practices, including accumulating and passing down Inuit knowledge as well as Inuit stewardship and governance.

5.2.6 In the event that the Parties cannot agree after following the process described in section 5.5, and after considering the discussions of the joint working group established pursuant to section 5.6, QIA may provide its own recommendation to the Minister of Fisheries and Oceans on the establishment of final protection or on the repeal of the Ministerial Order, prior to the expiration of the Ministerial Order.

5.3 MPA Boundary Description

5.3.1 At the time of signing this Agreement, the proposed MPA boundary for the contemplated Qikiqtait MPA is graphically illustrated on a sketch recorded in the Canada Lands Survey Records ("CLSR") as Plan "113359 CLSR", which is reproduced in Schedule 5-1 attached to this Agreement, and is described in the Field Book deposited as "FB44738" in the CLSR which reads as follows:

The boundary of the following description is graphically illustrated on a sketch recorded in the Canada Lands Survey Records as 113359 CLSR.

All coordinates are geographic with reference to the 1927 North American Datum (NAD27). All references to straight lines are points joined directly on the NAD27 ellipsoid by geodesics.

Select points have a unique number in brackets that can be cross-referenced with the sketch noted above.

All that portion of Hudson Bay comprising the seabed, the subsoil to a depth of five (5) metres below the seabed, and the water column above the seabed, including the sea ice, more particularly described as follows:

COMMENCING at a point at the intersection of latitude 55°00' North and longitude 81°00' West, being a point coincident with the Nunavut Settlement Area (NSA), Area B, as described in section 3.3.1 of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, signed May 25, 1993; [1]

THENCE east in a straight line, coincident with the NSA, following latitude 55°00' North to a point at the intersection with longitude 79°45'West; [2]

THENCE northeasterly in a straight line, coincident with the NSA, to a point at the intersection of latitude 55°15' North and longitude 79°00'West; [3]

THENCE northeasterly in a straight line, coincident with the NSA, to a point at the intersection of latitude 55°45' North and longitude 78°00'West; [4]

THENCE northeasterly in a straight line, coincident with the NSA, to a point at the intersection of latitude 56°00' North and longitude 77°30'West; [5]

THENCE northeasterly in a straight line, coincident with the NSA, to a point at the intersection of latitude 56°22' North and longitude 77°25'West, said point also being coincident with the Areas of Equal Use and Occupancy in Hudson Bay, as described in subsection (b) of Schedule 40-1 of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, signed May 25, 1993; [6]

THENCE southwesterly in a straight line, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, to a point at the intersection of latitude 56°07' North and longitude 78°10'West;[7]

THENCE northerly in a straight line, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, to a deflection point at the intersection of latitude 56°45' North and longitude 78°15' West;[8]

THENCE northwesterly in a straight line, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, to a point at the intersection of latitude 57°00' North and longitude 78°40'West;[9]

THENCE northwesterly in a straight line, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, to a point at the intersection of latitude 57°15' North and longitude 80°00'West; [10]

THENCE northeasterly in a straight line, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, to a point at the intersection of latitude 58°00' North and longitude 79°45'West, said point also being coincident with the NSA; [11]

THENCE westerly in a straight line, coincident with the NSA, to the intersection of latitude 58°10' North and longitude 81°00' West;[12]

THENCE due south in a straight line, coincident with the NSA, to the point of commencement;[1]

Excepting a portion of Hudson Bay, more particularly described as follows:

COMMENCING at a point on the ordinary low water mark of Hudson Bay at the intersection of longitude 79°14'27” West and approximate latitude 56°33'02” North; [13]

THENCE easterly in a straight line, to a point on the ordinary low water mark of Hudson Bay at the intersection of longitude 79°11'30" West and approximate latitude 56°33'03" North; [14]

THENCE generally southwesterly and northwesterly along the sinuosities of the ordinary low water mark of Hudson Bay to the point of commencement; [13]

Excepting all lands, including lands under water, that lie landward of the ordinary low water mark of the sea coast of any naturally occurring permanent island in Hudson Bay;

Excepting all lands under water within Small Enclosed Bays, as defined in section 1.1 of the Nunavut Lands and Resources Devolution Agreement among the Government of Canada, the Government of Nunavut, and Nunavut Tunngavik Incorporated, signed January 18, 2024;

Excepting all Inuit Owned Lands, as defined in section 1.1.1. of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, signed May 25, 1993, that are wholly or partially within the described area;

Containing an area of approximately 42,800 square kilometres as measured on the Albers Equal.

5.3.2 A sketch of the Qikiqtait marine area as an MPA proposed for designation by Ministerial Order under the *Oceans Act* is attached to this Agreement as Schedule 5-1 for illustrative purposes only.

5.3.3 In advance of any formal federal designation of the Qikiqtait marine area as an MPA by Ministerial Order under the *Oceans Act*, the proposed boundaries have been approved by the Nunavut Wildlife Management Board, the DFO Minister, and the Surveyor General of Canada in collaboration with QIA.

5.4 Inuit Owned Lands

5.4.1 The boundaries of the contemplated MPA in the Qikiqtait marine area shall not include any part of Inuit Owned Lands and the management of the Qikiqtait marine area once designated as an MPA shall not impede any right of access to Inuit Owned Lands under the Nunavut Agreement.

5.5 Qikiqtait Marine Inuit Protected and Conserved Area

5.5.1 In furtherance of DFO's commitment under the Ajuinnata Action Plan, DFO will collaborate with QIA to advance its vision for the establishment of a future marine IPCA within the Qikiqtait marine area.

5.5.2 DFO, ECCC and QIA agree to use their respective best efforts, and shall take reasonable steps, to support the establishment and implementation by QIA of a future Qikiqtait marine IPCA including any part thereof lying within the proposed boundaries described in subsection 5.3.1 within the five-year period of the Ministerial Order described in section 5.2. This support includes the funding to be provided by the Government of Canada in accordance with Article 14 (Implementation Funding) and other related agreements including the SINAA Agreement.

5.5.3 It is the mutual intention of DFO, ECCC and QIA to collaborate on the long-term protection of the Qikiqtait marine area, including an IPCA established by QIA as described in subsection 5.5.2, in order to meet QIA and DFO and/or ECCC shared objectives, including those set out in section 5.1. This collaboration may include support under federal legislation or regulatory tools.

5.5.4 In furtherance of subsections 5.5.2 and 5.5.3, QIA and DFO shall develop a joint proposal prior to the third anniversary of the Effective Date of this Agreement that will support the establishment of an MPA by Governor-in-Council (by regulation) for the Qikiqtait marine area that complements an overlapping IPCA established by QIA. The joint proposal shall be submitted to the DFO Minister and QIA President and may include recommendations to address, among other things:

a) approaches to prohibitions, exceptions, activity plans and zoning, including for research, within a regulation for an MPA that aligns with QIA's vision for an IPCA;
b) how an MPA established by regulation can be supported by a management plan for the IPCA developed by QIA in collaboration with DFO; and
c) an approach to management of an MPA established by regulation that supports QIA's Inuit-led regional governance model and Inuit self-determination in research.

5.6 Qikiqtait Joint Working Group

5.6.1 QIA and DFO, ECCC, and TC agree that they will not require a joint Inuit/Government management committee pursuant to Section 8.4.11 of the Nunavut Agreement for the Qikiqtait MPA. QIA and DFO will, as soon as possible and no later than six months from the Effective Date, establish a "Qikiqtait Joint Working Group" for the Qikiqtait MPA.

5.6.2 The work of the Qikiqtait Joint Working Group will support the feasibility studies, which shall be completed by the third anniversary of the Effective Date of this Agreement, and any other work supporting the long-term protection of the marine area, including QIA's establishment of a future Qikiqtait marine IPCA.

5.6.3 Representatives of the Sanikiluaq QCCC and/or QIA shall, when sitting with representatives selected by DFO, ECCC or TC, constitute the Qikiqtait Joint Working Group. The Qikiqtait Joint Working Group may include representatives from the Government of Nunavut when invited by the Qikiqtait Joint Working Group.

5.6.4 The Qikiqtait Joint Working Group shall be comprised of not more than a maximum of seven members from the Sanikiluaq QCCC and/or QIA, and DFO, ECCC and/or TC and/or any invited representatives from the Government of Nunavut. Additional observers may attend meetings with the approval of the Qikiqtait Joint Working Group. There may be more QCCC and QIA members than government members, but at no time shall there be more government members than QCCC and QIA members. The QCCC and/or QIA and the government members may be rotated and/or alternate members may be appointed to ensure regular and consistent participation and/or specialized Inuit knowledge of a specific subject matter or decision.

5.6.5 The Council will receive meeting notices, agendas and other supporting documents pertaining to the Qikiqtait Joint Working Group from QCCC or QIA members for information. The Council will be notified by QCCC or QIA members of all matters affecting the activities of the Qikiqtait Joint Working Group.

5.6.6 The Qikiqtait Joint Working Group will establish terms of reference for its activities. The Qikiqtait Joint Working Group will approve the final version of its terms of reference and provide a copy to the Council and to DFO, ECCC and TC. The Council and DFO, ECCC and TC may provide further comments on the final terms of reference if desired and the Qikiqtait Joint Working Group will consider the comments and may consider further amendments to the terms of reference.

5.6.7 QIA's costs related to the management and operation of the Qikiqtait Joint Working Group shall be paid by the Government of Canada in accordance with the governance funding set out in Article 14 (Implementation Funding). DFO, ECCC, and TC shall each pay their own costs related to the management and operation of the Qikiqtait Joint Working Group.

5.6.8 QIA, DFO, ECCC, or TC, as applicable, will notify each other where reasonably possible and within a reasonable time when they become aware of any proposed activities or matters that may impact the Qikiqtait MPA established by Ministerial Order or the future Qikiqtait marine IPCA established by QIA.

Article 6 – Qikiqtait Nunangit Inuit Protected and Conserved Area

6.1 Objectives

6.1.1 To support the establishment by QIA of the Qikiqtait Nunangit IPCA on Inuit Owned Lands within southeastern Hudson Bay that is Inuit-led, elevates implementation of Inuit rights and responsibilities, and commits to long-term conservation of the Belcher Islands as an ecologically and culturally significant area that is relied on by Inuit.

6.1.2 To advance reconciliation with Inuit, the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples*, and the Inuit right of self-determination as called for in recommendations of the Qikiqtani Truth Commission, by recognizing and supporting Inuit stewardship and Inuit governance at a regional and Community level for the Qikiqtait Nunangit IPCA guided by Inuit Qaujimajatuqangit.

6.1.3 To enable Qikiqtani Inuit to uphold their responsibilities to future generations to sustain the ecological integrity and cultural significance of the Qikiqtait Nunangit IPCA through conservation focussed management, respecting Inuit knowledge, Elders' understandings of conservation, stewardship and adaptation, and the implementation of protection measures.

6.1.4 To protect the Qikiqtait Nunangit IPCA on a long-term basis as a significant ecosystem that acts as a refuge and migratory corridor for wildlife and contains key habitat for wildlife, including a unique subspecies of common eider, and other migratory birds.

6.1.5 To recognize that this Article and related provisions of this Agreement referred to in subsection 6.14.1 also constitute an agreement between QIA and the Minister of Environment made under section 7 of the *Canada Wildlife Act*, and that as of the establishment of the Qikiqtait Nunangit IPCA by QIA, a Conservation Area under Section 9.1.1 of the Nunavut Agreement will also be established.

6.1.6 To support long-term conservation of the Qikiqtait Nunangit IPCA with investments that strengthen the ability of Qikiqtani Inuit to safeguard the Qikiqtait Nunangit IPCA on a long-term basis, and by extension Inuit culture, and that will include supports for: stewardship activities including the Nauttiqsuqtiit program in Sanikiluaq, governance, Community programming, and research and monitoring related to the IPCA.

6.1.7 To ensure that the Qikiqtait Nunangit IPCA contributes towards Canada's international commitments pursuant to the Kunming-Montreal Global Biodiversity Framework adopted under the United Nations *Convention on Biological Diversity* of 1992 and the commitment of conserving 30 per cent of Canada's land and oceans by 2030.

6.2 Qikiqtait Nunangit IPCA Establishment

6.2.1 The QIA board of directors shall establish an IPCA for IOL described in section 6.4 that is owned by QIA pursuant to Certificates of Title (excluding mines and minerals) in the Belcher Islands in

accordance with QIA's internal by-laws, policies and/or other governance procedures, which may include a resolution adopting a by-law ratified by extraordinary resolution and registered pursuant to the *Societies Act* of Nunavut. The legal descriptions of all IOL held by QIA under Certificates of Title (excluding mines and minerals) comprising the boundaries of the Qikiqtait Nunangit IPCA are set out in section 6.4.

6.2.2 The Establishment Date is the date on which QIA establishes the Qikiqtait Nunangit IPCA in accordance with subsection 6.2.1. The Establishment Date may be the date of registration of a QIA extraordinary resolution and by-law pursuant to the *Societies Act* of Nunavut.

6.2.3 QIA will add the Qikiqtait Nunangit IPCA to the Canadian Protected and Conserved Areas Database within 12 months of the Establishment Date.

6.2.4 This Article and related provisions of this Agreement referred to in subsection 6.14.1, which also form an agreement under section 7 of the *Canada Wildlife Act*, will come into effect on the Effective Date. The Parties recognize that a Conservation Area under Section 9.1.1 of the Nunavut Agreement will also be established as of the Establishment Date as defined in subsection 6.2.2. For greater clarity, the Conservation Area is established once this Agreement is in effect and QIA has established the Qikiqtani Nunangit IPCA. If QIA does not establish the Qikiqtait Nunangit IPCA, there is no Conservation Area under Section 9.1.1 of the Nunavut Agreement.

6.2.5 As of the Establishment Date, QIA shall protect and conserve the Qikiqtait Nunangit IPCA in accordance with this Article, and all QIA by-laws, policies and regulations approved or passed by QIA for the Qikiqtait Nunangit IPCA or for IPCAs in the Qikiqtani Region generally.

6.2.6 Measures for permanent protection of the Qikiqtait Nunangit IPCA will include, among other measures, that QIA shall as of the Establishment Date declare the IOL described in section 6.4 as closed to mineral exploration and mining, in accordance with the rules and procedures of Nunavut Tunngavik Incorporated. This closure will remain in place as long as the Qikiqtait Nunangit IPCA remains established and this *Canada Wildlife Act* section 7 agreement remains in force.

6.2.7 Prior to the Establishment Date, and if required by the Nunavut Wildlife Management Board, QIA and ECCC will identify timelines and processes to fulfill requirements under Sub-sections 5.2.34(a) and 5.2.34(c) of the Nunavut Agreement related to Conservation Area establishment and management plans. Prior to the Establishment Date, QIA and ECCC will also identify timelines and processes to fulfill requirements, if any, under the *Nunavut Project and Planning Assessment Act* related to Conservation Area establishment.

6.3 *Canada Wildlife Act*, Section 7 Agreement

6.3.1 This Article and related provisions of this Agreement described in subsection 6.14.1 also constitute an agreement between QIA and the Minister of the Environment under section 7 of the *Canada Wildlife Act* to support the establishment of the Qikiqtait Nunangit IPCA and related

conservation measures, which include stewardship activities including the Nauttiqsuqtiit program in Sanikiluaq, governance, Community programming, and research and monitoring.

6.3.2 This Article and related provisions of this Agreement described in subsection 6.14.1 fulfill the requirement to conclude an IIBA under Article 9 of the Nunavut Agreement for a Conservation Area.

6.4 Qikiqtait Nunangit IPCA Boundaries

6.4.1 The boundaries of the Qikiqtait Nunangit IPCA are the boundaries of the following Inuit Owned Lands vested in QIA pursuant to Article 19, Part 3, of the Nunavut Agreement, and legally described and registered pursuant to the *Land Titles Act* of Nunavut as:

a) Parcel SQ-01, Plan 4491, as in Certificate of Title No. 61045 issued October 6, 2014;
b) Parcel SQ- 02, Plan 2720-01, as in Certificate of Title No. 45347 issued March 6, 1998;
c) Parcel SQ-03, Plan 4495, as in Certificate of Title No. 61053 issued October 23, 2014;
d) Parcel SQ-04, Plan 2720-01, as in Certificate of Title No. 45349 issued March 6, 1998;
e) Parcel SQ–05, Plan 4560, as in Certificate of Title No. 63448 issued February 16, 2016 except for the "Exploration Area" described in Schedule A of the Inuit Owned Lands Mineral Exploration Agreement, referred to as Agreement Number "SQ05-002" and named "Haig Inlet Iron Project", entered into by Nunavut Tunngavik Incorporated dated October 1, 2010;
f) Parcel SQ – 06, Plan 2720-01, as in Certificate of Title No. 45351 issued March 6, 1998;
g) Parcel SQ-07, Plan 2720-01, Certificate of Title not yet issued; and
h) Parcel SQ-08, Plan 2720-03, Certificate of Title not yet issued.

6.4.2 All boundaries of the Qikiqtait Nunangit IPCA are subject to new legal descriptions in certificates of title issued by the Registrar under the *Land Titles Act* of Nunavut that wholly supersede issued certificates of title following any future plan or plans of survey approved by the Surveyor General of Canada and registered under the *Land Titles Act* of Nunavut in respect of the IOL. For certainty, the Qikiqtait Nunangit IPCA does not include any lands described under Article 40 of the Nunavut Agreement.

6.4.3 The boundaries of the Qikiqtait Nunangit IPCA may also be amended to include additional lands, including, without limitation, Crown lands within the Belcher Islands. If third party rights and interests for mineral exploration in the portion of SQ-05 that is currently excluded from the IPCA in paragraph 6.4.1(e) expire or lapse, QIA intends to add this area to the Qikiqtait Nunangit IPCA. If, after the Effective Date but before the Establishment Date, any new mineral exploration and mining interests are granted in any other area described in subsection 6.4.1, subsection 6.4.1 will be amended within 90 days of a grant to exclude that area from the Qikiqtait Nunangit IPCA.

6.5 Conservation and Protection Measures

6.5.1 The Qikiqtait Nunangit IPCA shall be managed by QIA for long-term protection of its ecosystems, wildlife and Inuit cultural values. Activities that are likely to have a significant adverse effect on the ecological and/or cultural values of the Qikiqtait Nunangit IPCA shall be prohibited.

Prohibited activities include but are not limited to IOL access for the exploration or exploitation of subsurface resources, energy development and may also include prohibitions on linear infrastructure. The type and extent of prohibitions on linear infrastructure will be identified in the Qikiqtait Nunangit IPCA management plan and shall be compatible with the conservation goals and objectives of the Qikiqtait Nunangit IPCA.

6.5.2 QIA and ECCC agree that they will not require a joint Inuit/Government management committee pursuant to Section 8.4.11 of the Nunavut Agreement.

6.5.3 QIA shall adopt a Qikiqtait Nunangit IPCA Management Plan for the long-term protection of the IPCA to achieve the following objectives:

a) to conserve and protect the ecological integrity of the Qikiqtait Nunangit IPCA in a manner that respects and considers Inuit Qaujimanituqangit and other relevant knowledge;
b) to conserve wildlife and wildlife habitat, including the nesting habitat of eiders;
c) to provide for Inuit stewardship and research and monitoring through QIA's Nauttiqsuqtiit program and in collaboration with the Community of Sanikiluaq and other organizations, in a manner consistent with Articles 8 and 10 respectively of this Agreement;
d) to recognize and support the integral role of Inuit harvesting and cultural practices and activities in implementing Inuit stewardship;
e) to enable integrated management of marine and terrestrial components of the Qikiqtait ecosystem;
f) to foster partnerships for research and monitoring with government, and other partners, that complement and support Inuit stewardship, including through data sharing, in a manner consistent with Article 10;
g) to provide for activities and identify infrastructure that would support Inuit stewardship and Inuit socio-economic and cultural well-being, and that are compatible with the conservation of the Qikiqtait Nunangit IPCA; and
h) to provide for public communications concerning the Qikiqtait Nunangit IPCA as deemed appropriate by QIA.

6.5.4 The Qikiqtait Nunangit IPCA Management Plan shall also annex and/or reasonably incorporate the objectives and proposals of any protection and conservations plans developed by the Community of Sanikiluaq.

6.5.5 The Qikiqtait Nunangit IPCA Management Plan shall be adopted by QIA within five (5) years of the Establishment Date.

6.6 Inuit Governance of Qikiqtait Nunangit IPCA

6.6.1 Governance and decision-making by QIA in relation to the Qikiqtait Nunangit IPCA shall in all respects be in conformity with the model for Inuit Regional Conservation Governance adopted by QIA and supported by the Government of Canada as set out in Article 7 (Regional Conservation Governance) of this Agreement.

6.6.2 Community-based decision-making on matters relating to the Qikiqtait Nunangit IPCA shall be coordinated by QIA through the QCCC created by QIA for the Community of Sanikiluaq and supported by the Council. QIA shall ensure that Sanikiluaq QCCC members are selected from the Community and existing committees and groups representing Sanikiluaq, including the Qikiqtait Steering Committee.

6.6.3 ECCC may attend meetings of the QCCC as an observer, or to provide support, when invited by the QCCC or following a written request by ECCC.

6.7 Role of the Sanikiluaq QCCC and the QISC

6.7.1 On behalf of QIA, and subject only to any limitations and qualifications pursuant to QIA's governance and section 6.8 below, the Sanikiluaq QCCC as supported by the QISC, shall be the primary point of contact for ECCC for all requests, proposals, consultations, and interaction for the Qikiqtait Nunangit IPCA.

6.7.2 Subject to applicable laws, employees, agents or other representatives of ECCC shall, whether in relation to this Agreement or any other conservation matters affecting the Qikiqtait Nunangit IPCA, respectfully coordinate their contacts and interactions with Inuit on conservation matters in accordance with this Agreement.

6.8 Annual Meeting of QIA and ECCC

6.8.1 QIA and ECCC shall each designate a representative to address its obligations under this Article. These representatives will participate in an annual meeting between QIA and ECCC. This meeting may occur at the same time as other meetings held pursuant to this Agreement. At the annual meeting:

a) QIA and ECCC will review and evaluate progress towards the successful attainment of the objectives of this Article during the previous year; and
b) QIA and ECCC may agree to seek advice from the Sanikiluaq QCCC and any other persons or bodies that may have information or advice that could assist with the implementation of this Article.

6.8.2 The Chair of the Sanikiluaq QCCC may attend the annual meeting and provide a verbal or written summary of activities undertaken during the previous year that contribute to meeting the objectives of this Article.

6.8.3 The annual meeting will be called by QIA. The annual meeting will take place before March 31 in each year, beginning the year after the Effective Date of this Agreement.

6.8.4 QIA and ECCC shall each pay their own costs in relation to the annual meeting or any additional meetings that QIA and ECCC may hold under section 6.8.

6.8.5 QIA and ECCC may meet more than once a year upon mutual agreement.

6.8.6 Following annual meetings, QIA and ECCC may agree on proposed recommendations or directions that each may make, within their respective authorities, to better implement this Article.

6.9 Inuit Stewardship Activities and the Nauttiqsuqtiit Program

6.9.1 Inuit stewardship activities related to the Qikiqtait Nunangit IPCA, including the Nauttiqsuqtiit program, shall be consistent with Article 8 (Qikiqtani Inuit Stewardship and the Nauttiqsuqtiit Program).

6.9.2 The Nauttiqsuqtiit program in Sanikiluaq will coordinate activities with the Arctic Eider Society to ensure an integrated approach to their respective activities.

6.10 Funding

6.10.1 The Government of Canada shall provide QIA with funding in accordance with Article 14 (Implementation Funding) to implement: Inuit stewardship activities, including the Nauttiqsuqtiit program in Sanikiluaq; governance; Community programming; and research and monitoring related to the Qikiqtait Nunangit IPCA.

6.11 Review and Renegotiation

6.11.1 QIA shall complete a review of the implementation of this Article and the achievement of its objectives, and will share a written summary with ECCC one month before the fifth annual meeting.

6.11.2 Unless otherwise agreed by QIA and ECCC, QIA and ECCC will begin to renegotiate this Article and related provisions of this Agreement referred to in subsection 6.14.1 no later than two years before the expiry of the Term of this Agreement, and shall make best efforts to complete the renegotiation before the expiry of the Term of this Agreement.

6.11.3 If a successor IIBA for the Conservation Area associated with this Article is not concluded within the Term of this Agreement, this Article and related provisions of this Agreement will continue with funding described in Article 14 (Implementation Funding) until a successor IIBA has come into effect and payment commences under the successor IIBA. In the event that the Parties are unable to conclude a successor IIBA by the first anniversary of the expiry of the Term of this Agreement, the Parties agree that they will consider the appointment of a conciliator in accordance with Section 8.4.5 of the Nunavut Agreement. A successor IIBA is not limited to an agreement between QIA, ECCC, DFO and TC, and could take the form of a standalone IIBA between QIA and ECCC or become part of another Inuit-ECCC IIBA if agreed to by QIA and ECCC.

6.12 Amendment and Termination

6.12.1 Consistent with subsection 3.3.6, this Article may only be amended with the written consent of the Parties.

6.12.2 In the event that the Qikiqtait Nunangit IPCA is not established within five years of the Effective Date, this Article shall terminate as of that five-year mark, unless otherwise agreed by ECCC and QIA.

6.12.3 If ECCC or QIA becomes aware that the Qikiqtait Nunangit IPCA might no longer meet the criteria for inclusion in CPCAD or be at significant risk of not qualifying, the Party shall follow these procedures:

a) ECCC or QIA will notify the other in writing and the notifying Party shall arrange to meet within 45 days to review QIA's original application to CPCAD against current activities in the IPCA;
b) Within 30 days of the meeting, ECCC will provide QIA with a draft evaluation for discussion, that clearly indicates:
    i. how the Qikiqtait Nunangit IPCA may be at significant risk of no longer qualifying; and
    ii. what management actions may be required to maintain CPCAD status, including how the Qikiqtait Nunangit IPCA could meet the criteria to remain in CPCAD.
c) Within 45 days of receiving the draft evaluation, QIA will have the opportunity to respond to any findings and/or actions proposed by ECCC and ECCC shall consider QIA's responses prior to issuing a final evaluation;
d) No action by either party will be required where the CPCAD evaluation indicates that the area still meets CPCAD criteria and that there is no significant risk of the IPCA no longer qualifying.
e) For greater certainty, if QIA disagrees with the CPCAD final evaluation, QIA may pursue the matter in accordance with the dispute resolution provisions set out in Article 16 of this Agreement;
f) Where the conclusion of the final evaluation is that the Qikiqtait Nunangit IPCA no longer meets CPCAD criteria or is at significant risk of not qualifying, QIA shall, within six (6) months, implement agreed upon actions that should lead to maintaining CPCAD status;
g) QIA and ECCC may agree in writing to a longer period of time to implement the actions in paragraph 6.12.3(f);
h) Subject to any dispute resolution requirements, if ECCC, acting reasonably, is of the opinion that either a) QIA has not made reasonable efforts to maintain CPCAD status through the implementation of the agreed upon actions within 6 months or the time agreed to under paragraphs 6.12.3(g), or b) despite QIA's reasonable efforts, the IPCA does not meet CPCAD criteria, ECCC will notify QIA that the Qikiqtait Nunangit IPCA should be removed from CPCAD and QIA will request its removal within 21 days of ECCC's notification; and
i) This Article shall terminate upon the date that QIA receives confirmation from ECCC that the Qikiqtait Nunangit IPCA has been deleted from CPCAD.

6.12.4 Without limiting the generality of the foregoing, in the event that any mineral exploration and mining rights in areas excluded from the Qikiqtait Nunangit IPCA in subsection 6.4.1 are exercised in such a way that the activities have negative environmental consequences on the IPCA, then the process described in subsection 6.12.3 may be initiated.

6.12.5 If the boundaries of the Qikiqtait Nunangit IPCA are amended in accordance with subsection 6.4.3 to reflect newly granted mineral exploration and mining interests in a way that has negative impacts on the conservation of common eider:

a) QIA and ECCC shall meet within 45 days of the boundary change to share information and discuss the impact of the boundary change on the conservation of common eider;

b) If in ECCC's reasonable opinion, the impact is significant, within 30 days of the meeting, ECCC will provide QIA with a draft analysis of the impacts of the change on the conservation of common eider;

c) Within 45 days of receiving the draft analysis, QIA will have the opportunity to respond to the analysis. ECCC will take into account QIA's comments when preparing a final analysis; and

d) If ECCC's final analysis concludes that the impact of the boundary change on the conservation of common eider would be significant, QIA and ECCC will discuss within 30 days whether this Article should be amended or terminated.

For greater certainty, if QIA disagrees with the final analysis and conclusion on the significance of the impact of the boundary change on common eider, QIA may seek to resolve the disagreement in accordance with the dispute resolution provisions set out in Article 16 of this Agreement.

6.12.6 In the event that the Qikiqtait Nunangit IPCA is disestablished by QIA during the Term of this Agreement, the provisions of this Article shall terminate effective as of the date of the Qikiqtait Nunangit IPCA disestablishment.

6.12.7 For greater certainty, if this Article is terminated, the section 7 agreement under the *Canada Wildlife Act* is also terminated, and the related provisions of this Agreement referred to in subsection 6.14.1 are also terminated, to the extent they apply to this Article.

6.13 Coming into effect

6.13.1 This Article shall come into effect on the Effective Date.

6.14 Related provisions of this Agreement for the Qikiqtait Nunangit IPCA

6.14.1 The applicable provisions of the Preamble and Articles 1, 2, 3, 7, 8, 10, 12, 13, 14, 15 and 16 as they apply to ECCC and/or the Qikiqtait Nunangit IPCA shall form part of the agreement with ECCC under section 7 of the *Canada Wildlife Act* as described in subsection 6.3.1.

Article 7 – Regional Conservation Governance

7.1 Objectives

7.1.1 To support Inuit-led regional governance of the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs.

7.1.2 To acknowledge that future IPCAs established by QIA in support of Inuit-led governance and Inuit self-determination could potentially or concurrently be Conservation Areas if they meet the definition in Article 9 of the Nunavut Agreement, including as a result of new or amended legislation.

7.1.3 To promote the ecologically sustainable use of the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs, in a manner that preserves and protects the mosaic of interconnected and adjoining ecosystems of the Qikiqtani Region.

7.1.4 To support and promote the objectives set out in subsection 35(1) of the *Oceans Act* in relation to the Sarvarjuaq and Qikiqtait MPAs.

7.1.5 To support the Council and the QCCCs in Inuit conservation decision-making, Inuit stewardship, environmental monitoring, sustainable economic opportunities, food sovereignty, and Community well-being.

7.1.6 To utilize the Council and QCCCs to ensure that the governance of the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs reflect Inuit views, Inuit Qaujimanituqangit, and Inuit decision-making made by Inuit who are the most directly impacted.

7.1.7 To promote Inuit self-determination in furtherance of the recommendations of the Qikiqtani Truth Commission, the Inuit Nunangat Policy, the *United Nations Declaration on the Rights of Indigenous Peoples Act* and the Ajuinnata Action Plan for the *United Nations Declaration on the Rights of Indigenous Peoples Act* through the implementation of this Article.

7.1.8 To build capacity for Inuit management of the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs, as well as capacity for Inuit monitoring of environmental changes, and the use of Inuit Qaujimanituqangit in decision-making.

7.2 Qikiqtani Inuit Stewardship Council

7.2.1 The Council will have authority to make or adopt decisions, positions, recommendations and to otherwise take actions on behalf of QIA on matters affecting the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs, in accordance with terms of reference and/or other governance documents approved by the QIA board of directors.

7.2.2 The Council will use Maligait, Inuit knowledge, rules and cultural practices pertaining to the environment, conservation and Inuit stewardship in all decisions of the Council relating to the

Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs. The Council will also promote such use in decisions of the applicable QCCCs.

7.2.3 The Council will provide advice and ongoing support to the operations and activities of the applicable QCCCs and advice to all committees, panels, working groups or other groups pertaining to the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs. Upon request, the Council may agree to third party meetings, including meetings with government, in respect of issues related to the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs.

7.2.4 To supplement the governance funding provided for in the SINAA Agreement and to support QIA with the ongoing administrative, organizational, secretariat and regional conservation decision-making responsibilities of the Council, the Government of Canada will provide QIA with funding in accordance with Article 14 (Implementation Funding).

7.3 Applicable QCCCs

7.3.1 The Parties acknowledge and recognize the interconnectedness of wildlife, ecosystems and Inuit culture in the Qikiqtani Region that is not constrained by the geographic scope of municipal boundaries of existing Communities. Inuit decision-making related to conservation and Inuit stewardship at the Community level must reflect Inuit understandings and knowledge from a local and regional level.

7.3.2 The QCCCs established by the QIA board of directors relating to the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs and adjacent areas that are connected to these areas, will be supported by this Agreement. Inuit understandings and knowledge of these areas will inform a holistic approach to decision-making. QIA will phase in the establishment of a QCCC in each applicable Community over time as may be appropriate for each Community in QIA's discretion. For Sanikiluaq, the Sanikiluaq QCCC members may also be selected from the existing committees and groups representing Sanikiluaq, including the Qikiqtait Steering Committee.

7.3.3 Each QCCC will operate under established terms of reference and/or other QIA governance documents approved by the QIA board of directors. As such, QCCC governance documents may be amended by QIA from time to time. The Council or QCCC may invite other Inuit from the Community to participate at the QCCC for any specific topic or matter in addition to appointed members.

7.3.4 QCCC membership, meetings, and activities are intended to be structured to represent and serve the interests of Inuit of the Community, and to promote knowledge regarding the marine and terrestrial environment, wildlife locally and in the Qikiqtani Region generally, Inuit stewardship, and conservation. QCCCs shall meet as regularly as is required to address all matters pertaining to Inuit stewardship of the Qikiqtait and Sarvarjuaq MPAs, Qikiqtait Nunangit IPCA, and any future IPCAs that may impact, benefit or otherwise affect the Community.

7.3.5 The QCCCs represent and make decisions for Inuit of their Community in respect of subject matters that affect the Community and area of interest, including decisions to be made on behalf of QIA relating to the governance of the Qikiqtait and Sarvarjuaq MPAs, the Qikiqtait Nunangit IPCA, and any future IPCAs, in accordance with, and subject to, its QIA approved terms of reference.

7.3.6 To support QIA with the sustainability of the applicable QCCCs including their ongoing administrative and operational responsibilities, the Government of Canada will provide QIA with funding in accordance with Article 14 (Implementation Funding).

Article 8 – Qikiqtani Inuit Stewardship and the Nauttiqsuqtiit Program

8.1 Objectives

8.1.1 To advance reconciliation by recognizing that Inuit have always been the guardians and stewards over the environment and by supporting Inuit stewardship and conservation activities in the Sarvarjuaq and Qikiqtait MPAs, Qikiqtait Nunangit IPCA, and future marine IPCAs, and to advance Inuit self-determination over the stewardship of lands, seas, ice, and wildlife guided by Inuit Qaujimajatuqangit.

8.1.2 To recognize that durable conservation and stewardship of the environment requires a holistic approach where Nauttiqsuqtiit in each Community work together to be the eyes and ears of the lands, seas, ice and wildlife in the Qikiqtani Region.

8.1.3 To support Qikiqtani Inuit in continuing to oversee the well-being of their ecosystems as a foundation for sustainable conservation through funding for QIA's stewardship activities, including the Nauttiqsuqtiit program, that aim to:

a) monitor environmental changes and risks, including changes to sea ice and wildlife populations that impact Inuit harvesters and Community well-being;
b) maintain Inuit cultural practices, collect Inuit Qaujimajatuqangit, and transmit Inuit cultural traditions, customs and language;
c) support harvesting and the sharing of country foods that facilitates food sovereignty and the well-being of Qikiqtani Communities;
d) support activities that bridge the gap between youth and Elders, providing intergenerational transfer of knowledge;
e) support activities that strengthen Inuit capacity related to conservation and conservation management; and
f) support Inuit in meeting conservation goals and objectives specific to wildlife and ecosystems.

8.1.4 To support QIA in providing employment and training opportunities to Inuit through its stewardship activities while advancing Inuit governance capacity, conservation and socio-economic goals.

8.1.5 To provide for increased capacity within QIA to support stewardship activities, including those related to co-ordination, monitoring, the collection and use of Inuit Qaujimajatuqangit, food sovereignty, training, infrastructure needs and participation in governance activities.

8.1.6 To support cooperation between QIA and the Government of Canada on monitoring activities that inform marine navigation oversight activities and may inform future enforcement activities that are related to Inuit stewardship and conservation.

8.2 Operation of QIA's Stewardship Activities

8.2.1 To support QIA's stewardship activities in the Qikiqtani Region, including the Nauttiqsuqtiit program, the Government of Canada will provide funding in accordance with Article 14 (Implementation Funding). QIA may use this funding for all costs associated with stewardship activities, including the Nauttiqsuqtiit program and activities listed under subsections 8.2.5 and 8.5.1.

8.2.2 For greater certainty, funding may be obtained by QIA to support the sustainability of its stewardship activities, including the Nauttiqsuqtiit program, from other agreements with Canada, third parties or other sources, without in any way reducing or otherwise prejudicing the funding provided by the Government of Canada pursuant to subsection 8.2.1 of this Agreement.

8.2.3 QIA's stewardship activities may include the hiring of stewardship related positions or the contracting of services, including for the Nauttiqsuqtiit program. QIA may contract a Community or regional organization to operate the Nauttiqsuqtiit program or other stewardship activities in a specific Community or Communities.

8.2.4 QIA may hire Nauttiqsuqtiit regional managers or additional staff to facilitate and coordinate the activities of the Nauttiqsuqtiit program in Communities. For greater certainty, Nauttiqsuqtiit employees and contractors shall not be agents or otherwise have any authority on behalf of Canada, unless otherwise agreed by the Parties.

8.2.5 QIA's stewardship activities, including the Nauttiqsuqtiit program, may include any of the following:

a) environmental and other research and monitoring including the collection of Inuit Qaujimajatuqangit;
b) Inuit cultural practices such as harvesting and other rights-based activities;
c) sharing and distribution of country foods and other food sovereignty related activities;
d) youth engagement and mentoring, including the transfer of knowledge between Elders and youth through on-the-land activities;
e) knowledge exchanges, training and skill development;
f) tool and equipment making and cabin construction and maintenance;
g) Community engagement;
h) Inuit governance activities and engagement in joint management processes;
i) data management and technological applications for data collection, storage and use;
j) patrols;
k) search and rescue;
l) cultural interpretation;
m) training and education in areas of enforcement and compliance to enable Inuit to perform functions under relevant federal statutes; and
n) other conservation and stewardship activities as identified by QIA in its discretion and in consultation with the Government of Canada.

8.3 Stewardship and Conservation Options

8.3.1 QIA's stewardship activities, including the Nauttiqsuqtiit program, will in part contribute to the activities and studies undertaken in order to identify the long-term protection options for Sarvarjuaq and Qikiqtait, including marine IPCAs for Sarvarjuaq and Qikiqtait.

8.4 Opportunities with the Government of Canada

8.4.1 On an annual basis, the Parties will hold a meeting to review opportunities, potential partnerships and QIA priorities for stewardship activities, including the Nauttiqsuqtiit program. QIA's Department of Marine and Wildlife or a successor department will be the lead contact for QIA. DFO's Marine Planning and Conservation Branch, Arctic Region, will be the lead contact for the Government of Canada. DFO will invite any other federal departments and agencies considered appropriate or if requested by QIA.

8.4.2 Following the annual meeting, DFO, ECCC, and TC will take a whole-of-government approach to coordinating federal proposals for activities that are not already funded under this Agreement. The aim of this approach is to ensure that partnership proposals take into account the capacity and priorities of QIA for stewardship activities. If QIA advises DFO, ECCC and/or TC that it, or another Inuit contractor or organization, is willing and able to perform the activity, DFO, ECCC and/or TC will use best efforts to enter into a financial arrangement acceptable to the Parties and consistent with Article 24 of the Nunavut Agreement if applicable.

8.4.3 Annually, QIA will set a date for receiving Canada's proposals for potential opportunities and partnerships for QIA's stewardship activities and will review these proposals.

8.4.4 QIA may enter into arrangements with federal departments and agencies to have the Nauttiqsuqtiit, and other QIA employees or contractors with responsibilities related to stewardship, participate in training and other opportunities.

8.4.5 At any time, DFO, ECCC and/or TC may make stewardship-related training programs and activities for their own employees available to the Nauttiqsuqtiit or QIA employees or contractors. QIA may make training programs and activities related to stewardship available to DFO, ECCC and/or TC employees.

8.5 Capacity Building

8.5.1 QIA may use funding for capacity building and training opportunities to support stewardship activities, including the Nauttiqsuqtiit program, and will coordinate these initiatives where appropriate with the Government of Nunavut and DFO, ECCC and/or TC.

8.6 Community Programming Funds

8.6.1 QIA may use Community programming funds described in Article 14 to support Community initiatives and programs that address Community priorities related to conservation activities and objectives for the Sarvarjuaq MPA and/or Qikiqtait MPA as described in Articles 4 and 5 respectively, and/or the Qikiqtait Nunangit IPCA as described in Article 6.

Article 9 - Transportation

9.1 Objectives

9.1.1 To collaborate on transportation matters in the Sarvarjuaq and Qikiqtait MPAs including addressing marine transportation concerns, while balancing Transport Canada's mandate and authorities with the Indigenous right to self-determination.

9.1.2 To use existing Transport Canada programs and pilot projects to undertake activities to strengthen communication with QIA and Communities on transportation matters, particularly regarding vessel movements, and to explore a shared multimodal approach to monitoring the transportation system which includes but is not limited to marine, aviation and other areas within Transport Canada's mandate in Nunavut.

9.1.3 To support capacity building and training activities for the participation of Inuit and other partners in the delivery of some aspects of Transport Canada's mandate.

9.1.4 To explore challenges and constraints related to the movement of goods in a way that considers Inuit priorities, the realities of northern and remote communities, and economic development.

9.2 General

9.2.1 Transport Canada continues to develop training for interested Community members, associations and organizations, in partnership with QIA in the Qikiqtani Region, other relevant federal government departments, territorial governments and other organizations, to explore management of marine navigation matters within the Arctic. There is interest in piloting a multimodal approach including but not limited to marine, aviation, and other areas within Transport Canada's mandate in Nunavut.

9.2.2 Transport Canada will continue to work with QIA and other partners to explore activities that enhance marine domain awareness for Communities and share Inuit concerns with operators, such as the potential impact of vessels in the Qikiqtani Region on Inuit and Community members. The activities being explored will include Transport Canada and QIA using best efforts to develop and implement appropriate mitigation tools related to Transport Canada's mandate to address Inuit concerns, taking into consideration engagements with relevant government departments and industry.

9.2.3 On an annual basis, Transport Canada will convene a meeting to explore opportunities and challenges related to the transportation system and the movement of goods, including sustainable shipping and supply-chain considerations, in a way that considers Inuit priorities as well as the realities of small, northern and remote communities. The time, agenda and participants for the annual meeting will be developed collaboratively with QIA. Transport Canada will be responsible for the secretariat function including sending invitations on behalf of Transport Canada and QIA to potential partners including industry. Transport Canada will also

provide the opportunity for participants to suggest topics for discussion and engage in a roundtable at each meeting.

9.2.4 Transport Canada will convene an initial meeting with QIA and the Canadian Coast Guard to discuss QIA's involvement in the development of the annual Notice to Mariners.

9.2.5 Transport Canada shall provide funding in accordance with Article 14 (Implementation Funding) for purposes consistent with this Article or as otherwise agreed to between Transport Canada and QIA. Funding may be allocated to support the following activities related to Transport Canada's mandate:

a) costs associated with training related to the delivery of some aspects of Transport Canada's oversight program, capacity and skill building for Inuit;
b) costs associated with the Nauttiqsuqtiit operations and patrols related to their participation in the delivery of some aspects of Transport Canada's oversight program;
c) costs associated with QIA's participation in the annual meeting described in subsection 9.2.3;
d) costs associated with the purchase of Enhanced Maritime Situational Awareness (EMSA) related equipment as described in subsection 9.4.3; and
e) any other costs agreed to by Transport Canada and QIA.

Where Transport Canada identifies additional activities related to Transport Canada's mandate financial arrangements may be entered into with QIA.

9.3 Investment in Capacity Building

9.3.1 In support of Inuit involvement described in this Article, Transport Canada will invest in capacity building and training activities for Inuit and local Community members in the Qikiqtani Region. Transport Canada will coordinate these programs, where appropriate, with the Government of Nunavut, QIA and other relevant organizations. Transport Canada will develop and implement an iterative training plan with QIA's participation that may provide the knowledge and experience needed for participation in the delivery of some aspects of Transport Canada's activities in the Qikiqtani Region. This includes, but is not limited to, Transport Canada training opportunities and training offered by third parties. This training may be expanded across other areas beyond the Qikiqtani Region.

9.3.2 In support of creating Canada's employment opportunities in the Qikiqtani Region, Transport Canada will pilot an Inuit Inspector/Information Officer Development Program in the Qikiqtani Region. This pilot program will employ Inuit, recruited in compliance with federal laws and hiring policies and procedures, to be Transport Canada employees in the Qikiqtani Region and will provide education and training towards an information officer or designation as an inspector, where feasible, in accordance with relevant federal statutes.

9.3.3 Transport Canada recognizes that Inuit are the holders of their knowledge, including Inuit Qaujimajatuqangit, and have a unique literacy of the land and waters that surround them.

Transport Canada also recognizes that supporting opportunities for the sharing of Inuit Qaujimajatuqangit will help to inform Transport Canada activities including oversight.

9.4 Marine Domain Awareness

9.4.1 In support of strengthening Inuit awareness of vessel activity in their environment, Transport Canada and QIA will work to enhance marine communications that will:

a) Inform Communities in the Qikiqtani Region about marine vessel movements;
b) Relay Community questions and concerns to Transport Canada regarding marine navigation matters; and, as needed
c) Transport Canada will engage with industry and other government departments to communicate these concerns and address them, where feasible and appropriate.

9.4.2 Transport Canada shall provide a total of thirty-nine (39) annual licenses for users in the Qikiqtani Region, as identified by QIA, to access the EMSA platform and offer training on an annual basis to further broaden marine domain awareness in the region, both of which are funding allocations as described in Article 14 (Implementation Funding) and subject to parliamentary appropriations. EMSA license users can share their licenses with other users, as permitted by Transport Canada's contract with the provider. Existing EMSA licenses assigned in the Qikiqtani Region are included in the annual licenses described above.

9.4.3 QIA will identify a public location in each of the thirteen Qikiqtani Communities where Community members can access the EMSA platform to facilitate Community awareness of marine vessels in the area. Transport Canda will set up and provide support for the operation of EMSA related equipment, such as monitors and automatic identification system ("AIS") transponders, in accordance with Article 14 (Implementation Funding) and subject to parliamentary appropriations.

Article 10 - Research and Monitoring

10.1 Objectives

10.1.1 To overcome the historical experience of Inuit with research that has been largely negative due to exploitative and unethical practices including the collection and use of Inuit knowledge without consent or recognition, and to build upon efforts of Inuit and Canada, as called for by the recommendations of the Qikiqtani Truth Commission, to transform research and assist Inuit in improving the way research and monitoring is conducted.

10.1.2 To promote, respect and support Inuit self-determination in research across federal government departments and agencies by promoting partnerships and enhancing trust through the spirit of reconciliation.

10.1.3 To support Inuit self-determination in research in furtherance of the recommendations of the Qikiqtani Truth Commission, the Inuit Nunangat Policy, the *United Nations Declaration on the Rights of Indigenous Peoples* and the Ajuinnata Action Plan measures under the *United Nations Declaration on the Rights of Indigenous Peoples Act* through the implementation of the provisions relating to research and monitoring set out in this Article.

10.1.4 To support Inuit self-determination in research in the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA through projects and activities in the Qikiqtani Region that take into consideration the guidance of QIA, the QISC, and Inuit Tapiriit Kanatami's National Inuit Strategy on Research.

10.1.5 To provide for collaboration between the Parties to discuss and advance measures that support Inuit self-determination in research and reflect Qikiqtani Inuit priorities related to research, such as:

a) advancing Inuit governance in research;
b) aligning funding with Inuit research priorities;
c) supporting Inuit access, sharing, control, management, storage, protection and use of Inuit data and information;
d) supporting intellectual property rights of Inuit, either individually or through organizations, where recognized by Canadian law;
e) supporting Inuit access to non-Inuit data and information;
f) supporting reasonable safeguards over research and information management processes that impact Inuit;
g) building capacity in Inuit Nunangat for research; and
h) enhancing the ethical conduct of research, including measures related to informed consent.

For the purposes of this Article, "Inuit data and information" means, in any field or discipline, data and information that is gathered by, collected from, grounded in or arises from engagement with Qikiqtani Inuit, Communities or individuals, and related to their wisdom,

culture, experiences or knowledge systems, past and present, whether collected and/or recorded by Inuit or by others, and which may encompass intellectual, physical, emotional and/or spiritual dimensions of knowledge in creative and interconnected relationships with people, places, and the natural environment including air, lands, waters, marine areas and Communities regularly inhabited by the Inuit members of QIA.

10.1.6 To support Inuit governance and involvement in research and monitoring decision-making within the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA, and to position Inuit to shape the future direction of research and monitoring related to the Qikiqtait MPA, the Sarvarjuaq MPA and the Qikiqtait Nunangit IPCA including by direct participation in setting research priorities and reviewing research proposals and/or applications as set out in this Article.

10.1.7 To provide opportunities for Inuit to obtain employment, economic, social, cultural and environmental benefits when research and monitoring activities take place within the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA.

10.1.8 To ensure Inuit Qaujimanituqangit and western science are equally or equitably recognized, valued and considered in research and monitoring activities.

10.1.9 To support Inuit research, monitoring, training, capacity-building and infrastructure and Inuit taking a leadership role in research and monitoring within the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA.

10.1.10 To promote research partnerships that are of value and assistance to Inuit and work towards addressing Inuit goals and priorities identified in subsection 10.1.5.

10.1.11 To pursue reasonable measures that support Inuit data and information being collected by DFO and ECCC within the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA for research purposes in a manner that is ethical and with the informed consent of Inuit.

10.2 General

10.2.1 The Parties acknowledge that research and monitoring activities are necessary to collect Inuit Qaujimanituqangit and for western science to support the conservation of the Qikiqtait MPA, Sarvarjuaq MPA and Qikiqtait Nunangit IPCA.

10.2.2 The Parties agree that Inuit Qaujimanituqangit and western science are two distinct knowledge systems that shall both be equally or equitably recognized, valued, considered, supported, collected and used to facilitate evidence-based decision-making.

10.2.3 In furtherance of subsection 10.2.2, the Parties agree to establish a Qikiqtani Protocol for Inuit Knowledge in Research (“Protocol”), applicable to the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA, and will make best efforts to complete the Protocol prior to the second anniversary of the Effective Date of this Agreement that:

a) aims to support guidance identified by QIA through the Qikiqtani Inuit Research and Monitoring Policy as described in subsections 10.4.1 and 10.4.2;
b) describes steps and actions that will be taken to support the recognition, collection, appropriate interpretation, application and use of Inuit knowledge, particularly Inuit Qaujimanituqangit, in decision-making related to the Qikiqtait MPA, the Sarvarjuaq MPA and the Qikiqtait Nunangit IPCA;
c) describes how Inuit knowledge, particularly Inuit Qaujimanituqangit, will be used and interpreted by researchers in a manner that is consistent with Inuit understandings and values;
d) considers, with a goal to describing, measures that can be developed to support Inuit control, management, protection and use of Inuit data and information, particularly for Inuit Qaujimanituqangit, and access to other data to support Inuit research goals and objectives;
e) describes reasonable steps and actions to enhance the ethical conduct of research, including exploring measures related to informed consent for research and including recognition that Inuit Qaujimanituqangit should be obtained and used only with the informed consent of Inuit, and exploring measures that would allow for Inuit Qaujimanituqangit to be withdrawn prior to the final completion of the research, so that information may not be used further in the research project or any other project undertaken by the researcher;
f) explores and considers reasonable steps and actions that allow DFO and ECCC funding of third party research to support the process set out in Appendix 1; and
g) is developed as a pilot project within the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA that advances the Qikiqtani Regional Conservation Model.

10.2.4 QIA will seek the advice of the QISC in the development of the Protocol described in subsection 10.2.3 and the Parties will consider the guidance provided in Inuit Tapiriit Kanatami's National Inuit Strategy on Research and Implementation Plan, and other research and monitoring frameworks as appropriate. The Protocol will address expectations regarding research and monitoring related to the Qikiqtait MPA, Sarvarjuaq MPA and Qikiqtait Nunangit IPCA.

10.2.5 In furtherance of the Protocol, DFO and ECCC shall look for opportunities to align their research with the Protocol, including Inuit expectations and priorities for research and in support of Inuit governance and engagement in research.

10.2.6 The Parties acknowledge that section 10.3 of this Article, where it relates to foreign marine scientific research, only applies to those parts of the Qikiqtait MPA and Sarvarjuaq MPA that are in Canada's internal waters and territorial sea.

10.2.7 The Parties agree that this Article does not apply to research and monitoring activities undertaken for purposes of regulatory compliance and enforcement, national defence and/or national security.

10.2.8 The Parties shall interpret and implement this Article, and the Protocol, in a manner that is consistent with applicable laws, including but not limited to laws addressing the following: the

transfer, lease or loan of public property; preservation of records; public access to records under the control of a government institution; and the protection of personal information.

10.2.9 For the purposes of this Agreement, "research" means research and related monitoring activities related to the Qikiqtait MPA, Sarvarjuaq MPA and the Qikiqtait Nunangit IPCA that fall within the scope of DFO's and ECCC's departmental mandates. DFO and ECCC will consider QIA's vision of research described in Appendix 1 when considering and implementing this Agreement.

10.3 DFO/ECCC Research and Permits, Licences, or Authorizations

10.3.1 DFO and ECCC acknowledge that QIA has developed a process for the endorsement or non-endorsement by QCCCs of proposed research taking place in the Qikiqtani Region, which is internal to QCCCs and the QISC and is set out in Appendix 1. QIA will be requesting that third parties follow the process set out in Appendix 1. Notwithstanding that Appendix 1 is an Inuit process, DFO and ECCC will follow the process set out in Appendix 1 in accordance with the applicable subsections of this section 10.3. For certainty, this Agreement cannot bind third parties, but the process described in Appendix 1 may be followed by third parties and third parties will be requested to do so by DFO and ECCC in accordance with subsection 10.3.4.

10.3.2 DFO and ECCC will follow the process described in Appendix 1 for their own proposed research or proposed joint research that requires the collection of new data and information and is related to the Sarvarjuaq MPA, Qikiqtait MPA and the Qikiqtait Nunangit IPCA. For DFO and ECCC involvement in any research, or use of research that may impact Inuit, related to the Sarvarjuaq MPA, Qikiqtait MPA and the Qikiqtait Nunangit IPCA that does not require the collection of new data and information, DFO and ECCC, as appropriate, will engage with the QCCCs, Joint Working Groups and/or QIA.

10.3.3 In the event of a non-endorsement under subsection 10.3.2, senior representatives of QIA and DFO and/or ECCC, as identified in subsection 3.5.1, will meet and make reasonable efforts to reach a consensus prior to proceeding with the research. DFO and/or ECCC will notify the applicable QCCC, the QISC and QIA of its final decision and shall provide written reasons for its decision. If the proposed research described under subsection 10.3.2 is still not endorsed by the applicable QCCC, the President of QIA and the Minister of DFO or ECCC as appropriate may be notified of the non-endorsement.

10.3.4 DFO and ECCC shall request that third party applicants seeking permits, licences or authorizations from DFO and/or ECCC for proposed research related to the Sarvarjuaq MPA, Qikiqtait MPA and the Qikiqtait Nunangit IPCA follow the process in Appendix 1 and provide a letter of endorsement or non-endorsement from the QCCCs to DFO and/or ECCC as applicable. DFO and ECCC shall also request that third party applicants provide the information described in section 3 of Appendix 1 to the QCCCs. This information may include any application or approval request already submitted to DFO and/or ECCC. The following is a non-exhaustive list of permits, licences or authorizations from DFO and ECCC that may be required for research with respect to the Sarvarjuaq MPA, Qikiqtait MPA and the Qikiqtait Nunangit IPCA:

a) Licence to fish for scientific purpose
b) Marine mammal disturbance authorization
c) Permits under the *Migratory Bird Regulations, 2022*, that address activities including:
    i. Capturing and banding birds
    ii. Scientific purposes other than banding
    iii. Capturing, killing, injuring and/or harassing migratory birds, damaging, destroying, removing and/or disturbing nests, and/or destroying, taking and/or disturbing eggs for scientific or education purposes
    iv. Possession of live birds
    v. Possession of dead migratory birds, eggs and nests
d) Permits for activities affecting a listed wildlife species under the federal *Species at Risk Act*.

10.3.5 If ECCC and DFO are provided additional, relevant information by a third party applicant at any time prior to issuance of a permit, licence or authorization, DFO and ECCC shall request that the further information is shared with the QCCC by the third party applicant. Where a letter of endorsement has been issued and the additional relevant information deviates materially from the original information provided to the QCCC such that the research activity will have an impact on Inuit, the QCCC may reconsider its letter of endorsement and may replace its letter of endorsement with a letter of non-endorsement.

10.3.6 In the event of a non-endorsement by a QCCC under subsection 10.3.4, DFO and/or ECCC may still consider an application for a permit, license or authorization, but shall give careful consideration to the non-endorsement and the views of the QISC when deciding whether or not to issue a permit, licence or authorization. Where a third party applicant has not followed the process in Appendix 1 and the views of an applicable QCCC have not been obtained, DFO and/or ECCC may still consider the application, but shall give careful consideration to the lack of Inuit participation in the process. DFO and/or ECCC shall notify the applicable QCCC and the QISC of its decision to issue a permit, license or authorization despite a non-endorsement or lack of Inuit participation in the process and shall provide written reasons for its decision.

10.3.7 When proposed DFO and/or ECCC research as set out in subsection 10.3.2 proceeds for review by other regulatory or permitting authorities, QIA, DFO and/or ECCC shall provide that authority with information related to a non-endorsement from the QCCC and QISC as available and applicable. DFO and/or ECCC shall notify QIA when they become aware that a third-party research proposal as set out in subsection 10.3.4 that received a letter of non-endorsement has been submitted for review to an Institution of Public Government in Nunavut, such as the Nunavut Impact Review Board.

10.3.8 Section 10.3 of this Article and Appendix 1 do not apply to the following:

a) an emergency situation where data may be collected, such as marine search and rescue operations, marine pollution prevention and response, or salvage operations;

b) other urgent situations where data may be collected for species recovery, public health or safety purposes; or
c) data collected for the purpose of regulatory enforcement and compliance.

DFO and/or ECCC will notify applicable QCCC(s) and the QISC where possible and within a reasonable time when they become aware of situations listed under paragraphs a) and b) of this subsection.

10.3.9 In an exceptional situation in which either ECCC and/or DFO has not complied with Appendix 1 and must conduct research and monitoring related to the Sarvarjuaq MPA, Qikiqtait MPA, and the Qikiqtait Nunangit IPCA to meet a statutory obligation or fulfill key functions, ECCC and/or DFO must act in a manner guided by Appendix 1 and provide written notice that they are doing so to the applicable QCCC(s) and the QISC within a reasonable period of time.

10.3.10 In accordance with subsection 15.4.4 of this Agreement, following annual meetings, the Parties may agree on proposed recommendations or directions, including to the processes set out in Article 10.

10.3.11 Section 10.3 does not apply to research that is already underway in year one of the Agreement, or to license, permit, or authorization applications that have been officially submitted to DFO, ECCC, or other regulatory authorities and are already under review as of the Effective Date of this Agreement.

10.3.12 DFO and ECCC will provide the QISC and QCCCs with an annual update of DFO and ECCC funded or supported research and monitoring projects that are occurring in the Qikiqtani Region related to the Qikiqtait MPA, Sarvarjuaq MPA and Qikiqtait Nunangit IPCA, including knowledge of research studies that may impact wildlife that migrate through the areas. The annual update will include the provision of summaries of ongoing and completed research projects in English and Inuktitut. At the same time, DFO and ECCC will also provide the QISC and QCCCs with knowledge of any other research occurring or anticipated to occur in that year related to Qikiqtait MPA, Sarvarjuaq MPA and the Qikiqtait Nunangit IPCA, as appropriate.

10.3.13 The Parties also agree to use respective reasonable efforts to give notice and bring awareness of Article 10 of this Agreement, specifically the process described in Appendix 1, to other regulatory bodies, government departments and agencies and may work on communications products together.

10.4 Inuit Research Priorities

10.4.1 To support research and monitoring that is guided by Inuit priorities, QIA is developing a Qikiqtani Inuit Research and Monitoring Policy.

10.4.2 Once the Qikiqtani Inuit Research and Monitoring Policy is completed, each QCCC will utilize the Qikiqtani Inuit Research and Monitoring Policy and may develop further guidance in a QCCC Research and Monitoring Strategy that addresses any of the following areas:

a) research and monitoring priorities and needs for their area or sub-region;
b) steps necessary to promote and integrate Inuit Qaujimanituqangit;
c) research and monitoring requirements to support positive impacts in their communities;
d) existing capacity, infrastructure, human capital, and other resources available for research and monitoring activities;
e) Inuit research training and skills development objectives;
f) Inuit goals, objectives and steps necessary to attain economic benefits related to research and monitoring;
g) recommendations regarding:
    i. research methods and ethical practices;
    ii. management of research and monitoring data including data access and Inuit ownership and control over data;
    iii. infrastructure needs including virtual infrastructure and physical infrastructure; and
    iv. any requirements that facilitate Inuit research, monitoring and data management activities; and
h) other Community priorities or concerns related to research and monitoring.

10.4.3 A QIA employee with responsibilities for stewardship or research activities may facilitate and assist the QCCCs in developing QCCC Research and Monitoring Strategies and in building partnerships with researchers, the Nunavut Research Institute, and in organizing training for Inuit, particularly youth.

10.4.4 A QCCC will share their completed QCCC Research and Monitoring Strategy with the QISC and DFO and ECCC. In accordance with section 15.4 of this Agreement, at the annual meetings, the Parties may discuss and consider how best to align their research project and monitoring projects and programs with any received QCCC Research and Monitoring Strategies.

10.4.5 DFO and ECCC will give careful consideration to, and look for, opportunities to align their proposed research related to the Sarvarjuaq MPA, the Qikiqtait MPA, and the Qikiqtait Nunangit IPCA, with the Qikiqtani Inuit Research and Monitoring Policy and any QCCC Research and Monitoring Strategies.

10.5 Research and Monitoring Funding Support

10.5.1 The Government of Canada shall provide QIA with funds in accordance with Article 14 (Implementation Funding) for costs associated with supporting QIA, the QCCCs, QISC and Communities in activities related to research and monitoring.

10.6 Inuit and Community Led Research

10.6.1 DFO and ECCC shall make reasonable efforts to facilitate Inuit research by providing, upon request of an Inuk researcher or a project manager of Inuit-led research, the following if under the department's control, but subject to applicable restrictions under all applicable laws or agreements including laws or agreements respecting privacy, confidentiality, safety and security:

a) access to relevant research reports, research proposals, databases or other information available to DFO and ECCC or other government departments or agencies that could assist the researcher in carrying out his or her research;
b) reasonable access to the necessary DFO and ECCC facilities and equipment, if available, during the data collection and data analysis stages of the research;
c) a waiving of any user fees or other fees associated with research within the control of DFO and ECCC; and
d) where reasonable, allowing the Inuk researcher or researchers to travel at no cost on DFO and ECCC charter aircraft flights or in DFO and ECCC vehicles or watercraft.

10.6.2 Upon request and subject to applicable restrictions under laws or agreements respecting privacy, confidentiality, safety and security, TC shall make reasonable efforts to facilitate Inuit research by:

a) providing a reasonable level of assistance with the collection of available information related to TC's mandate that could assist the researcher in carrying out his or her research; and
b) facilitating the Inuk researcher or researchers to travel on aircraft chartered by TC**,** if and when appropriate, if space is available, and without recovering any costs for the flight. Additional travel costs will not be covered by TC.

10.7 Collaboration in Research

10.7.1 QIA and the QISC may communicate with the Nunavut Research Institute, other research institutions and the Institutions of Public Government regarding the Qikiqtani Inuit Research and Monitoring Policy and any QCCC Inuit Research and Monitoring Strategies and encourage institutions and researchers to align their research permitting practices with the priorities contained in the strategies.

Appendix 1 – Process for Inuit Endorsement or Non-Endorsement of Research

1. QIA's vision of "research" includes:

   a) the activities and process of collecting, developing and reporting information and data, including creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies and understandings, in or with respect to a specified marine and/or terrestrial area, and includes all monitoring activities related to or arising from research. Research creates opportunities to advance science-based research, Inuit-led research through Inuit Qaujimajatuqangit, and interactions between both, wherein activities are conducted, in-situ or remotely, including as related to new or existing data and information; and
   b) activities conducted that may include the support of, alone or in combination, science, social, economic, health, commercial and cultural decisions made in respect of a marine and/or terrestrial area. The terms "research" and "monitoring" are commonly used interchangeably to describe the data-gathering, information generating, and knowledge-translating activities in environmental science and management. Inuit understand all forms of research and monitoring to be captured under the term "Qaujisanilimaa".

2. The following process may be applied by QIA to determine the endorsement or non-endorsement by Communities, as represented by QCCCs, of proposed research in relation to the Qikiqtani Region, including the Sarvarjuaq MPA, Qikiqtait MPA and Qikiqtait Nunangit IPCA.

Process to Determine Endorsement or Non-Endorsement

<u>Research Proposal and Required Supporting Information</u>

3. Researchers will provide the QCCCs and the QISC the following information, in English and Inuktitut, as relevant, available and applicable in advance of submitting any research proposals, applications or approval requests to regulatory or other permitting authorities, including any Institutions of Public Government:

   a) Project title, project lead, institution and contact information.
   b) Proposed size of research team, proposed make-up of team and names of participants.
   c) Funding sources for research and a budget.
   d) Description of benefits of the research to the Community, including money spent in the Community and how many local researchers, assistants or other positions will be hired.
   e) Description of how Inuit knowledge will be collected, considered, interpreted and used and whether an Inuk specialist in Inuit knowledge will be hired.
   f) Location of the proposed research including field sites on land or water.
   g) Duration and approximate fieldwork timeframe.

h) Project description, objectives, purpose and research methods (including the type of data that will be collected and sampling procedures).
i) Ethic reviews/approvals that will be undertaken.
j) Use of human subjects, including consent procedures and consent form example clearly indicating who may use the information and for how long.
k) If interviews are planned, what kind, and an explanation as to why this method is required and who will be interviewed.
l) Equipment use, including vehicles, and infrastructure used.
m) Waste plan, including materials left and how impacts will be mitigated.
n) Research risks.
o) Data management plans (short term and long term plans and a description of how protected), how data will be used and for how long and how it will be shared back with the participants and Communities involved, Nunavummiut, research community and general public prior to publication, including who will have access and who will control data.
p) Intellectual property rights considerations and accommodations.
q) Any support letters from the Community if already obtained from previous Community engagements, excluding any Community members or organizations subject to financial or other conflicts of interest.
r) List of required permits for the proposed research, and any related application or approval request if already submitted.
s) One-page summary of the project that can be used in an annual compendium of research accessible to the public.

Initial 45 Day Review Period

4. Once a research proposal is submitted and includes the information described in section 3 to the extent applicable, the QCCCs and the QISC will undertake to review the research proposal within 45 days. If a research proposal does not provide the information set out in section 3, the researcher will be notified by the QCCC within 14 days of receiving the research proposal that the proposal is not complete. Once the complete proposal is received by the QCCCs and the QISC, the 45-day review period commences. The QCCC may consult with the QISC on the research proposal. Subject to the foregoing, the QCCC shall provide written notice to the researcher of whether the QCCC endorses or does not endorse the proposal by the end of the review period.

5. As part of the QCCC 45-day review described in section 4, the QCCC may communicate its concerns to the researcher and invite the researcher to a meeting and/or to address its concerns by adjusting the proposal. In the event that the QCCC's concerns are not addressed and a non-endorsement letter is issued by the QCCC with written reasons, the researcher may resubmit the proposal to the QCCC for reconsideration in accordance with section 6.

30 Day Period for a Re-Submittal of a Research Proposal

6. Following receipt of a resubmitted research proposal, the QCCC will reconsider the resubmitted proposal and may request assistance from the QISC. The QISC may assist the QCCC with suggestions or recommendations. The QCCC or QISC must, within 30 days from receiving a resubmitted proposal, provide written notice to the researcher of endorsement or non-endorsement and provide written reasons.

7. The researcher may notify the QISC that the QCCC has not responded within the 45-day period described in section 4 and resubmit the research proposal to the QISC and the QCCC for consideration. In this case, the 30-day period in section 6 shall apply before the researcher can proceed further in accordance with sections 10, 11 and 12.

Continued Non-Endorsement

8. If a QCCC under section 6 reconsiders the amended research proposal and continues to not endorse the resubmitted proposal, the QISC will, in addition to the notice and written reasons provided by the QCCC or QISC in section 6, formally communicate the recommendation of the QCCC within 5 business days of the non-endorsement decision directly to the researcher and any Government official exercising regulatory and permitting authority over the matter, and the responsible Minister of the Government and the President of QIA as appropriate.

Maximum Time Limits

9. The QCCC or QISC will provide an endorsement or non-endorsement decision in writing and with reasons to a researcher within a maximum of 75 days, excluding all time taken by a researcher to re-submit an amended proposal or provide further requested information. The QISC then has an additional 5 business days to formally communicate a non-endorsement to a researcher.

Proceeding with Application or Proposal After Endorsement or Non-endorsement

10. Following compliance with the process described in sections 3 to 9 above, the researcher may proceed with any application, proposal, or request for an approval, permit, license or authorization to applicable regulatory or permitting authorities, including Institutions of Public Government, as may be applicable to the research proposed. The application, proposal or request will include the letter of endorsement or non-endorsement and recommendation(s) of the QCCCs, together with any supporting information and recommendations or advice provided by the QISC, as available.

11. For clarity, a research proposal that is not endorsed by the applicable QCCC, or the QISC, following compliance with the process described in sections 3 to 9 above, can still proceed forward with applicable applications for the review and decision of an applicable regulatory or permitting authority, including any Institutions of Public Government. However, the researcher

will provide information related to a non-endorsement from the QCCC and/or QISC in the application to any regulatory or permitting authority, as applicable and available.

No Notice Received by the Researcher

12. In the event that a researcher has not received either a letter of endorsement or non-endorsement from the QCCC or QISC within the 75-day aggregate period following compliance with sections 4, 5, 6 and 7, plus the additional 5 business days that the QISC may require as described in sections 8 and 9, the researcher can proceed in accordance with sections 10 and 11 with proposals, applications and requests to applicable regulatory or other permitting authorities without the information from the QCCC or QISC if it is not available.

Request for Re-Consideration of Final Decision

13. If at any time during this process a decision for an approval, permit, license or authorization is made by a regulatory or other permitting authority without having, through inadvertence or otherwise, on the record of the decision-maker a QCCC letter of non-endorsement and recommendation(s) together with any supporting information and recommendations or advice provided by the QISC, then QIA may request in writing that the decision-maker re-consider its decision or render a new decision, if possible, after receiving the non-endorsement letter and information from the QCCCs and/or QISC.

Article 11 - Fisheries Feasibility and Exploration

11.1 Objectives

11.1.1 To recognize that fishing, the harvesting of wildlife, and access to country foods are central to Inuit culture and Community well-being, and are a key component of QIA's Inuit-led Regional Conservation Model for their contribution to a sustainable Qikiqtani Inuit economy, food sovereignty, the reduction of food insecurity, and the social and economic well-being of Qikiqtani Communities.

11.1.2 To recognize that an understanding of the marine ecosystem, including species population, distribution and abundance is necessary to explore the potential for sustainable commercial fishery development, and to expand on fisheries exploration activities that are taking place in Communities in the Qikiqtani Region, particularly those adjacent to the Qikiqtait MPA and Sarvarjuaq MPA.

11.1.3 To respond to requests by the Community of Sanikiluaq for resources, support and capacity development to assist in continuing to explore the potential for new fishing opportunities within or adjacent to the Qikiqtait MPA if compatible and consistent with DFO's management objectives, and principles of conservation.

11.1.4 To support collaboration between DFO, QIA, and other organizations such as HTOs, Institutions of Public Government, the Government of Nunavut and industry for a coordinated approach to understanding the marine ecosystem including fish population, distribution and abundance, the exploration of the potential for sustainable fishing opportunities, and facilitating Inuit capacity development and involvement in fisheries related activities.

11.2 Sarvarjuaq Fisheries Collaboration and Information Exchange

11.2.1 In March 2023, DFO and QIA held a Community inshore fisheries engagement workshop in Pond Inlet, with representatives from each Community associated with Tallurutiup Imanga NMCA, other co-management organizations, the Government of Nunavut, industry, and Community youth. To build upon the March 2023 collaboration and information exchange, DFO agrees to further engage on inshore fisheries with the Communities of Qikiqtarjuaq and Pangnirtung in accordance with subsections 11.2.2 and 11.2.3.

11.2.2 As agreed to by DFO and QIA on logistics, including potential cost efficiencies, DFO shall, within two years of the Effective Date, with the support of QIA, engage in fishery feasibility and exploration activities in the Sarvarjuaq MPA and adjacent areas, with the Communities of Qikiqtarjuaq and Pangnirtung to:

a) provide an opportunity for Community members to receive presentations from DFO and other organizations as appropriate on existing knowledge of inshore fisheries science, research, assessments and knowledge gaps for areas adjacent to Communities, and steps necessary to establish an inshore commercial fishery and available supports;

b) provide an opportunity for Community members to share and map Inuit knowledge of the marine ecosystem, including related fish information, harvesting and resource use;
c) undertake an assessment of Community priorities for opportunities to develop inshore commercial fisheries; and
d) share information from the engagement and assessments undertaken with the five Communities associated with Tallurutiup Imanga NMCA, including discussions between the five Communities, Qikiqtarjuaq and Pangnirtung.

11.2.3 DFO, in consultation with QIA, shall draft a summary report of the results of the engagement with Qikiqtarjuaq and Pangnirtung to be shared with Community members that participated in the engagement and with applicable QCCCs and the QISC.

11.2.4 DFO and QIA will work to support next steps and to coordinate activities in subsection 11.2.2 with those being implemented under the Tallurutiup Imanga NMCA IIBA, and any future renegotiated IIBAs.

11.3 Qikiqtait Fisheries Feasibility and Exploration

11.3.1 DFO and QIA will support the ongoing interest of the Community of Sanikiluaq in fishery feasibility and exploration activities in the Qikiqtait MPA and adjacent area pursuant to DFO's New Emerging Fisheries Policy.

11.3.2 The Parties recognize that the community of Sanikiluaq has established a Hunters and Trappers Association (HTA) which for the purpose of this Agreement functions in the same manner as a Hunters and Trappers Organization.

11.3.3 Recognizing that an Aboriginal Communal Fishing Licence (Licence) was obtained by the Sanikiluaq Hunters and Trappers Association (Sanikiluaq HTA) in the year prior to the designation of the Qikiqtait MPA by Ministerial Order, over the Term of this Agreement, DFO and QIA will support the Sanikiluaq HTA in conducting the required activities related to emerging fishery development.

11.3.4 In furtherance of DFO's New Emerging Fisheries Policy and building upon any previous workshops and engagement, DFO shall, within one year of the Effective Date and with the support of QIA, coordinate a Community emerging fisheries engagement workshop in Sanikiluaq with representatives from the Community, including the Sanikiluaq HTA and QCCC that provides for an opportunity to assess the level of progress in implementing activities under the Licence or amended Licence. The engagement workshop shall also review what additional resources, activities and actions may be required to support the HTA to achieve a commercial fishery. DFO shall invite other organizations with knowledge of Qikiqtait marine resources to participate in the workshop, such as from the Government of Nunavut, academia, non-government organizations and industry. The workshop may provide for, but may not be limited to:

a) DFO presentations of existing knowledge of inshore fisheries science, research, assessments and knowledge gaps related to the Sanikiluaq exploratory fishery;

b) an opportunity for Community members to share and map Inuit Qaujimajatuqangit of the Qikiqtait marine ecosystem and related fish and benthic species information;
c) an assessment of Community priorities related to harvesting fish and benthic species; and
d) a presentation of the steps necessary to establish an inshore commercial fishery and additional supports available to the Sanikiluaq HTA to conduct activities under the Licence.

11.3.5 After the Community workshop, DFO and QIA shall meet to consider what additional resources may be needed to support the Sanikiluaq HTA in conducting activities under the Licence and to support the progression of the fishery to the next stage under the New Emerging Fisheries Policy. Additional resources and supports may include, but are not limited to:

a) training opportunities;
b) funding for additional research needs; and
c) dedicated DFO capacity for collaboration with the Communities and the HTOs.

11.3.6 After the Community workshop and the DFO-QIA meeting, DFO shall draft a 'what we heard' summary document of the workshop, in collaboration with QIA, to be shared with workshop participants. The workshop report shall set out joint DFO and QIA recommendations on what additional resources, activities and actions may be required to support the Sanikiluaq HTA in establishing a commercial fishery and indicate what resources should be made available to the Community of Sanikiluaq to implement the recommendations.

11.4 Implementation Funding for Inshore Fisheries Projects and Activities

11.4.1 The Government of Canada shall provide QIA funding in accordance with Article 14 (Implementation Funding) of this Agreement. QIA may use the funding:

a) for costs incurred by QIA related to the implementation of sections 11.2 and 11.3 of this Article;
b) to support projects and activities by organizations conducting research in the Qikiqtani Region that increase the understanding of marine ecosystems and species population, distribution and abundance necessary for establishing sustainable inshore fisheries in the Qikiqtani Region, including through the collection of Inuit Qaujimajatuqangit;
c) to provide funding for Community inshore fisheries coordinators; and
d) for the hiring of a fisheries position within QIA or the contracting of services to support inshore fisheries related activities.

Article 12 - Government Contracts and Related Inuit Economic Opportunities

12.1 Objectives

12.1.1 To contribute towards the fulfilment of Canada's obligations as described in Articles 8, 9 and 24 of the Nunavut Agreement and the implementation of this Agreement.

12.1.2 To provide reasonable support and assistance, as outlined in subsections 12.2.2 and 12.2.3, to Inuit firms in accordance with this Article to enable them to compete for government contracts with respect to the Qikiqtait MPA, the Sarvarjuaq MPA, the Qikiqtait Nunangit IPCA and the implementation of this Agreement.

12.2 Contract Management – Inuit Rights

12.2.1 If Canada intends to award contracts within the meaning of Article 24 of the Nunavut Agreement with respect to the Qikiqtait MPA, the Sarvarjuaq MPA or the Qikiqtait Nunangit IPCA, or the implementation of this Agreement, Canada shall act in accordance with the Nunavut Agreement, including without limitation, Sections 8.4.8, 8.4.9, 24.4.2, 24.5.1 and 24.7.1, and its *Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area*.

12.2.2 In addition to those efforts identified in subsection 8.4.2 of Article 8 (Qikiqtani Inuit Stewardship and the Nauttiqsuqtiit Program) of this Agreement relating to opportunities with DFO, ECCC and/or TC for stewardship activities, including the Nauttiqsuqtiit program, DFO, ECCC and/or TC shall provide notice to appropriate Inuit firms listed on the Inuit Firm Registry held by Nunavut Tunngavik Incorporated regarding contract opportunities with respect to implementing this Agreement and with respect to the Qikiqtait MPA, the Sarvarjuaq MPA, and the Qikiqtait Nunangit IPCA.

12.2.3 DFO, ECCC and/or TC shall provide information on an annual basis or as available to Inuit firms in the Qikiqtani Region to assist them in understanding Canada's contracting processes, as this information may relate to contracting activities in the Qikiqtait MPA, the Sarvarjuaq MPA, or the Qikiqtait Nunangit IPCA.

12.2.4 When DFO, ECCC and/or TC are considering undertaking activities and initiatives relating to this Agreement, which may lead them to award contracts providing economic opportunities, DFO, ECCC and/or TC shall discuss and consider Inuit priorities concerning proposed activities and initiatives with QIA, including at the annual meeting required under section 8.4 of Article 8 (Qikiqtani Inuit Stewardship and the Nauttiqsuqtiit Program) of this Agreement.

12.3 Annual Reporting

12.3.1 As part of the annual meeting described in section 8.4 of Article 8 (Qikiqtani Inuit Stewardship and the Nauttiqsuqtiit Program) of this Agreement, DFO, ECCC and/or TC shall report to QIA relevant and available information on contracts issued to Inuit firms and non-Inuit firms related to the Qikiqtait MPA, the Sarvarjuaq MPA, the Qikiqtait Nunangit IPCA and the implementation

of this Agreement, subject to laws of general application with respect to confidentiality and personal privacy, and national security concerns where applicable.

Article 13 - Inuit Rights and Use of Resources

13.1 Objectives

13.1.1 To acknowledge Inuit rights as set forth in the Nunavut Agreement.

13.1.2 To acknowledge that Inuit rights and the exercise of those rights shall continue in the Qikiqtait Nunangit IPCA to be established by QIA as described in Article 6, and in the Qikiqtait MPA and Sarvarjuaq MPA to be established by Ministerial Orders under the *Oceans Act*, in accordance with the Nunavut Agreement and applicable laws of general application.

13.1.3 To acknowledge that Inuit activities, including sports hunting, commercial fishing and other harvesting activities that are "ongoing" within the meaning of subsection 35.1(1) of the *Oceans Act* shall be listed within the Ministerial Orders designating the Qikiqtait MPA and Sarvarjuaq MPA and thus allows Inuit activities to continue.

13.1.4 To outline a process for compensation in the event of emergency, illegal and accidental wildlife kills.

13.2 Inuit Rights – Non-Derogation

13.2.1 For greater certainty, nothing in this Article restricts Inuit rights under the Nunavut Agreement within the Qikiqtait Nunangit IPCA, the Qikiqtait MPA and the Sarvarjuaq MPA.

13.3 Potential Restrictions on Inuit Use and Harvesting

13.3.1 When a proposed, rule, policy, decision or measure of DFO, ECCC, and/or TC related to the Sarvarjuaq MPA, Qikiqtait MPA or the Qikiqtait Nunangit IPCA has the potential to limit, affect, or restrict the exercise of an Inuit right or activity or Inuit uses in the Qikiqtani Region, DFO, ECCC, and/or TC shall consult with QIA.

13.3.2 Should DFO, ECCC, and/or TC propose any rule, policy, decision or measure that would impact Inuit harvesting or the exercise thereof within the Qikiqtait MPA, the Sarvarjuaq MPA, or the Qikiqtait Nunangit IPCA, DFO, ECCC, and/or TC shall consult with QIA and will consider means other than those that may limit or restrict such activities in accordance with the Nunavut Agreement. This would include harvesting matters affecting the Sarvarjuaq MPA, the Qikiqtait MPA or the Qikiqtait Nunangit IPCA where DFO, ECCC and/or TC must also seek the advice of the Nunavut Wildlife Management Board under Section 15.3.4 of the Nunavut Agreement.

13.4 Sports Hunting

13.4.1 The Parties acknowledge that sports hunting with Inuit participation is currently "ongoing", as defined under subsection 35.1(1) of the *Oceans Act*, within the proposed Qikiqtait MPA and Sarvarjuaq MPA, and is recommended to be included within a class of ongoing activities in the proposed Ministerial Orders to be designated pursuant to subsection 35.1(2) of the *Oceans Act*. Provided that, at the time of the MPA designation, these activities remain "ongoing" within the meaning of subsection 35.1(1) of the *Oceans Act*, such activities will be allowed to continue and

will continue to be regulated and managed by applicable laws of general application and in accordance with the Nunavut Agreement.

13.4.2 The Parties acknowledge that sports hunting with Inuit participation is also currently ongoing within the proposed Qikiqtait Nunangit IPCA and will continue to be regulated and managed by applicable laws of general application and in accordance with the Nunavut Agreement.

13.4.3 Licences, permits, fees and other requirements that may be imposed by DFO and/or ECCC with respect to sports hunting within the Qikiqtait Nunangit IPCA, the Qikiqtait MPA and the Sarvarjuaq MPA shall not unduly or unreasonably constrain Inuit participation in sports hunting.

13.5 Commercial Fishing

13.5.1 The Parties acknowledge that commercial fishing is currently "ongoing", as defined under subsection 35.1(1) of the *Oceans Act*, within the proposed Sarvarjuaq MPA and Qikiqtait MPA and is recommended to be included within a class of ongoing activities in the proposed Ministerial Orders to be designated pursuant to subsection 35.1(2) of the *Oceans Act*. Provided that, at the time of the designation of the MPAs, these activities remain "ongoing" within the meaning of subsection 35.1(1) of the *Oceans Act*, such activities will be allowed to continue and will continue to be regulated and managed by applicable laws of general application and in accordance with the Nunavut Agreement.

13.5.2 The Parties acknowledge that commercial fishing with Inuit participation is also currently ongoing within the proposed Qikiqtait Nunangit IPCA and will continue to be regulated and managed by applicable laws of general application and in accordance with the Nunavut Agreement.

13.5.3 Licences, permits, fees and other requirements that may be imposed by DFO with respect to commercial fishing within the Qikiqtait MPA and the Sarvarjuaq MPA or the Qikiqtait Nunangit IPCA shall not unduly or unreasonably constrain Inuit participation in commercial fishing within the Sarvarjuaq and Qikiqtait MPAs or the Qikiqtait Nunangit IPCA.

13.6 Emergency, Illegal, or Accidental Kills of Wildlife

13.6.1 Nothing contained in this Article limits or restricts the rights of Inuit, or an Inuk, pursuant to Article 6 of the Nunavut Agreement.

13.6.2 The planning and management of activities that are licenced or permitted by DFO, ECCC, and/or TC, within the Qikiqtait MPA, Sarvarjuaq MPA or Qikiqtait Nunangit IPCA shall take into account appropriate measures to reduce the risk of emergency or accidental death or injury to wildlife within these areas or occurring in the Nunavut Settlement Area, and in Zones I and II, as described in the Nunavut Agreement, when transiting to these areas.

13.6.3 The Parties, as applicable, shall develop information regarding the Qikiqtait MPA, the Sarvarjuaq MPA and the Qikiqtait Nunangit IPCA for distribution to the public that identifies potential wildlife hazards and appropriate safety procedures, and shall require their own employees,

contractors and agents, when operating in or transiting to the Qikiqtait MPA, Sarvarjuaq MPA or Qikiqtait Nunangit IPCA to take appropriate measures to avoid emergency and accidental death or injury to wildlife.

13.6.4 All appropriate and relevant details of emergency, illegal or accidental death or injury to wildlife within the Qikiqtait MPA, Sarvarjuaq MPA or Qikiqtait Nunangit IPCA that become known to a Party shall be reviewed and reported to the HTO and all other Parties. DFO, ECCC, and/or TC or QIA as appropriate shall ensure that such incidents are reported to all appropriate authorities in compliance with applicable law and shall notify the Nunavut Wildlife Management Board to facilitate the disposal of valuable parts pursuant to Section 5.6.55 of the Nunavut Agreement.

13.6.5 If, as the result of emergency or accident in Qikiqtait MPA, Sarvarjuaq MPA or Qikiqtait Nunangit IPCA, wildlife is injured or killed by a DFO, ECCC or TC employee, agent, contractor, including Nauttiqsuqtiit when carrying out a contracted activity for DFO, ECCC, or TC, as applicable, and results in a loss of an allocation or quota to Inuit, then DFO, ECCC or TC, as applicable, shall pay compensation to the HTO that is in closest geographical proximity to the incident site.

13.6.6 Compensation paid to an HTO pursuant to subsection 13.6.5 shall be determined by DFO, ECCC, or TC, as applicable, QIA and the HTO. If requested by an HTO or a QCCC, the QISC may assist in developing a wildlife compensation table following consultation with local HTOs and the QCCC. An HTO or QCCC may seek the assistance of QIA with respect to any matter relating to section 13.6 of this Article. Compensation shall be paid by DFO, ECCC, or TC, as applicable, within sixty (60) days to the affected HTO and reported to QIA.

13.7 Species at Risk

13.7.1 If a recovery strategy, action plan or management plan must be prepared under the federal *Species at Risk Act* for a listed wildlife species, and if that recovery strategy, action plan or management plan will directly affect QIA, DFO or ECCC shall, to the extent possible, prepare the recovery strategy, action plan or management plan in cooperation with QIA and other aboriginal organizations, as described in paragraphs 39(1)(d), 48(1)(d) and 66(1)(d) of the *Species at Risk Act*.

Article 14 – Implementation Funding

14.1 Objectives

14.1.1 To provide for the full, effective and cooperative implementation of this Agreement.

14.1.2 To describe the instrument and schedule that the Government of Canada will be using to provide funding to QIA for the implementation of this Agreement.

14.2 Funding and Grant Agreement

14.2.1 Implementation and funding of this Agreement shall commence on or as soon as is reasonably practicable after the Effective Date and shall proceed in accordance with this Article.

14.2.2 Subject to subsection 3.2.8, DFO shall enter into an associated grant agreement with QIA to provide funding for this Agreement on or promptly after the Effective Date. The grant agreement shall be consistent with the total amounts for budget items described in the implementation funding table at section 14.7.

14.2.3 Subject to subsection 3.2.8, the Parties agree that budgeted funds described in section 14.7 may be adjusted and/or carried forward year to year between different specified disbursement categories. Budgeted funds may also be adjusted and/or carried forward year to year within the same disbursement category. At no time shall the Government of Canada provide an amount in excess of the total amounts for disbursement categories of budget items described in the implementation funding table at section 14.7, unless in accordance with subsections 14.4.1 and/or 14.5.1.

14.3 Funding for Nauttiqsuqtiit Conservation Centres

14.3.1 Nauttiqsuqtiit Conservation Centres support Inuit stewardship activities and the sustainability of the Qikiqtani Regional Conservation Model. While Nauttiqsuqtiit Conservation Centres for Inuit stewardship activities may be an appropriate matter for negotiation of IIBA benefits under the Nunavut Agreement, the Parties agree that funding for the Nauttiqsuqtiit Conservation Centres is not included in this Agreement, and is being provided outside of this Agreement and does not form part of the Agreement.

14.4 Additional Funding

14.4.1 QIA may obtain funding in addition to the amounts set out in the implementation funding table at section 14.7 to support and/or enhance its activities within the Sarvarjuaq MPA, Qikiqtait MPA, and the Qikiqtait Nunangit IPCA, and in the Qikiqtani Region as appropriate. Funding from other agreements with Canada, third parties or other sources may be obtained by QIA without in any way reducing or otherwise prejudicing the funding provided by the Government of Canada pursuant to this Agreement.

14.4.2 The funding described in section 14.7 may support QIA with the implementation of the Qikiqtani Regional Conservation Model pursuant to the SINAA Agreement and this Agreement including

the administrative, organizational, secretariat and regional conservation governance and decision-making responsibilities of the Council and the QCCCs, stewardship activities including Nauttiqsuqtiit, and Community programming initiatives.

14.5 ECCC Continued IIBA Funding

14.5.1 Upon the expiry of the Term of this Agreement and subject to appropriations, so long as ECCC and QIA are negotiating a successor IIBA for the Conservation Area associated with the Qikiqtait Nunangit IPCA, funding will continue at a reasonable level and annually until a successor IIBA is concluded as described in subsection 6.11.3. ECCC and QIA agree to meet in year 7 and review the costs of operation for the Qikiqtait Nunangit IPCA and consider what are reasonable annual funding levels related to the following disbursement categories set out in section 14.7: Stewardship including the Nauttiqsuqtiit program, Governance, Research and Monitoring, and Community Programming Funds.

14.6 DFO Funding for 7 Year Term

14.6.1 In the event that the Qikiqtait MPA and/or the Sarvarjuaq MPA are disestablished after year 5 of the Agreement, the funding set out in section 14.7 shall continue to the end of the Term of this Agreement.

14.6.2 Notwithstanding anything else in this Agreement, if at the end of the Term there are no negotiations for successor IIBA(s) for long-term protection, then QIA will retain any unexpended funds.

14.7 Implementation Funding Table

Implementation Funding Table								
Disbursement	Total Amount	Y1	Y2	Y3	Y4	Y5	Y6	Y7
Stewardship including Nauttiqsuqtiit	$19,500,000.00	$3,183,673.47	$3,183,673.47	$3,183,673.47	$2,785,714.29	$2,387,755.10	$2,387,755.10	$2,387,755.10
Governance	$5,600,000.00	$914,285.71	$914,285.71	$914,285.71	$800,000.00	$685,714.29	$685,714.29	$685,714.29
Fisheries Exploration	$2,986,667.00	$487,619.10	$487,619.10	$487,619.10	$426,666.71	$365,714.33	$365,714.33	$365,714.33
Transportation	$1,700,000.00	$1,700,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transportation – In Kind (EMSA licenses)	$273,000.00	$39,000.00	$39,000.00	$39,000.00	$39,000.00	$39,000.00	$39,000.00	$39,000.00
Transportation – Pre-Benefit (EMSA licenses)	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Community Programming Funds	$2,413,333.00	$394,013.55	$394,013.55	$394,013.55	$344,761.87	$295,510.16	$295,510.16	$295,510.16
Research and Monitoring	$1,500,000.00	$244,897.96	$244,897.96	$244,897.96	$214,285.71	$183,673.47	$183,673.47	$183,673.47
	$34,000,000.00	$6,963,489.79	$5,263,489.79	$5,263,489.79	$4,610,428.58	$3,957,367.35	$3,957,367.35	$3,957,367.35

Article 15 - Review and Negotiation of a Successor IIBA

15.1 Objectives

15.1.1 To provide for annual meetings of the Parties as set out in this Article.

15.1.2 To provide for a three-year and a five-year review and assessment of the implementation of this Agreement to determine whether the objectives, commitments, and the obligations of the Parties under this Agreement are being achieved and met.

15.1.3 To provide for the review and possible modification of the Qikiqtait MPA and Sarvarjuaq MPA Implementation Plans described in subsections 4.2.4 and 5.2.4 to ensure that the objectives, commitments, and obligations of the Parties are being achieved and met.

15.1.4 To provide for a review of the status of the establishment of marine IPCAs by QIA during the Term of this Agreement, and a review of the work of the Sarvarjuaq and Qikiqtait Joint Working Groups on determining the feasibility of long-term protection of the marine areas.

15.1.5 To provide for the negotiation of a successor to this Agreement, as it applies to marine areas, as appropriate, including following a decision to pursue long-term protection for either the Qikiqtait MPA or for the Sarvarjuaq MPA.

15.2 Non-Application to Article 6 – Qikiqtait Nunangit IPCA

15.2.1 Other than sections 15.3, 15.4, and 15.6, and subsection 15.7.2, this Article does not apply to Article 6 (Qikiqtait Nunangit IPCA), which has its own provisions for review, renegotiation, amendment, and termination.

15.3 DFO, ECCC and TC Participation

15.3.1 Where this Article refers to the participation of the Parties, DFO, ECCC, and TC will determine in discussion with QIA whether DFO, ECCC and/or TC should each participate.

15.4 Annual Meetings of the Parties

15.4.1 QIA will call an annual meeting of the Parties which will take place before March 31 beginning the year after the Effective Date of this Agreement.

15.4.2 The Parties shall each designate representatives who will attend the annual meeting and deliver their Party's report on their progress on meeting the Parties' commitments and obligations and attaining the objectives of this Agreement during the previous year. This meeting may occur at the same time as other meetings provided for under this Agreement.

15.4.3 At annual meetings the Parties may seek information and advice from the Sarvarjuaq and Qikiqtait Joint Working Groups, the QCCCs, and any other persons or bodies that may have information or advice that could assist with the implementation of this Agreement.

15.4.4 Following annual meetings, the Parties may agree on proposed recommendations or directions that each may make, within their respective authorities, to better implement this Agreement. Subject to the terms of this Agreement, any proposed recommendations or directions that pertain primarily to one federal department may be considered separately by QIA and the affected federal department.

15.4.5 The Parties shall each pay their own costs in relation to the annual meeting or any additional meetings that the Parties may agree to pursuant to subsection 15.4.6.

15.4.6 The Parties may also meet more than once a year upon mutual agreement.

15.5 Three Year Review and Assessment of Future Marine Protected Areas, including marine IPCAs, and IIBA Review and Assessment

15.5.1 The Parties will meet within three years of the Effective Date of this Agreement to conduct a joint review and assessment of progress made on achieving the objective of this Agreement for the establishment by QIA of marine IPCAs for the Sarvarjuaq and Qikiqtait marine areas during the Term of this Agreement, including performance under the Qikiqtait MPA and Sarvarjuaq MPA Implementation Plans. The Parties may, by mutual consent, adopt or direct amendments to the Qikiqtait MPA and Sarvarjuaq MPA Implementation Plans that they consider desirable to better fulfill and achieve its objectives and purpose. DFO and QIA will review the work of the Sarvarjuaq and Qikiqtait Joint Working Groups on the feasibility of long-term protection for the Sarvarjuaq and Qikiqtait marine areas.

15.5.2 During the three-year review, all Parties will also evaluate progress towards successful attainment of the objectives, commitments, and obligations of all other Articles in this Agreement. The three-year joint review shall include an assessment of the performance of their respective obligations under this Agreement. During the three-year joint review, the Parties will consider modifying their activities to better fulfill and achieve all objectives, commitments, and obligations of this Agreement.

15.5.3 If the Parties agree that any objectives, commitments, or obligations of this Agreement are not being achieved or met, the Parties shall contract for an independent evaluation of this Agreement to determine where and how the objectives, commitments and obligations of this Agreement are not being achieved or met, and to evaluate and recommend processes to better achieve and meet them. The Parties will share the cost of the independent evaluation equally. Excluding the cost of an independent evaluation, the Government of Canada shall pay the costs of the joint review under subsections 15.5.1 and 15.5.2.

15.5.4 Immediately following the three-year review, a report of the proceedings, recommendations and directions of the three-year review process will be jointly prepared and distributed by the Parties. On receipt of the report, the Parties will agree as soon as possible on a process to implement the recommendations and directions as mutually agreed to by the Parties, and the

recommendations and directions shall be implemented prior to the end of the Term of this Agreement.

15.5.5 Following the three-year review process described in subsections 15.5.1 to 15.5.3, QIA may, in addition to recommendations pursuant to subsections 4.5.4 and 5.5.4, make further recommendations to the Minister of Fisheries and Oceans regarding long term protection of the Qikiqtait and Sarvarjuaq Marine Protected Areas, including the role of any future IPCAs established by QIA for each marine area and any required negotiation of a successor IIBA.

15.5.6 DFO and QIA may also provide the Minister of Fisheries and Oceans any supplemental information arising from the three-year review that may help inform the repeal of the Ministerial Orders establishing interim protection for each of the Qikiqtait and Sarvarjuaq Marine Protected Areas within five (5) years of the date that each Ministerial Order came into force. QIA may also provide recommendations to the appropriate Ministers regarding potential long-term designations.

15.5.7 For certainty, prior to a long-term designation for all or part of the Sarvarjuaq or Qikiqtait Marine Protected Areas, a successor IIBA to this Agreement must be negotiated and concluded in accordance with Articles 8 and 9 of the Nunavut Agreement.

15.5.8 A negotiation of a successor IIBA to this Agreement to support a proposed long-term designation pursuant to section 15.7 will include consideration of the report prepared pursuant to subsection 15.5.4.

15.6 Five Year Review and Assessment

15.6.1 Subject to this Agreement being replaced by a successor IIBA by the fifth anniversary of a Ministerial Order(s) described in subsection 15.7.1, the Parties shall conduct a joint review and assessment of this Agreement to determine whether the objectives, commitments and obligations of the Parties under this Agreement that continue in force are being achieved and/or met. The Government of Canada shall pay the cost of a joint review.

15.6.2 The review under subsections 15.6.1 will include consideration of the report prepared pursuant to subsection 15.5.4 and the review completed under subsection 6.11.1. A report shall be prepared following the same review and evaluation process described in subsection 15.5.1.

15.6.3 The Parties agree to each use their best efforts to implement the recommendations of the review. The results of a review described in subsection 15.6.1 shall be used to inform any ongoing negotiation of a successor IIBA to this Agreement pursuant to section 15.7.

15.7 Negotiation of a Successor IIBA

15.7.1 Subject to agreement on a long-term designation for the Qikiqtait and Sarvarjuaq MPAs, and DFO and/or ECCC and QIA obtaining the necessary authorities to negotiate, the appropriate Parties shall immediately commence negotiation of a successor IIBA if a long-term designation requiring an IIBA under Articles 8 or 9 of the Nunavut Agreement is recommended following the

three-year review described in section 15.5, and in any event not later than one year following the completion of such review. The appropriate Parties shall use their best efforts to complete the negotiation of the successor IIBA(s) not later than the fifth anniversary of the date on which the Ministerial Orders came into force. If by the sixth anniversary of the Effective Date the negotiation of the successor IIBA for a long-term designation is not concluded, the appropriate Parties agree that they will consider the appointment of a conciliator in accordance with Section 8.4.5 of the Nunavut Agreement. For certainty, the establishment of one or more long-term designations requiring an IIBA under Articles 8 or 9 of the Nunavut Agreement shall not occur until a successor IIBA or IIBAs are concluded.

15.7.2 This Agreement shall expire at the end of its Term except for Article 6 and related provisions of this Agreement identified in subsection 6.14.1 which remain in effect unless terminated in accordance with Article 6.

15.7.3 The appropriate Parties shall consider the issues, opportunities and all recommendations raised by a review and assessment conducted under section 15.5 during the negotiation of a successor IIBA pursuant to this section.

Article 16 - Dispute Resolution

16.1 Objectives

16.1.1 To provide for a timely, efficient, cost-effective and productive dispute resolution process.

16.1.2 To protect and strengthen the relationship between the Parties.

16.2 Application of Dispute Resolution Process

16.2.1 A dispute between the Parties concerning the interpretation, application or implementation of this Agreement (the "Dispute") including an alleged or anticipated breach of this Agreement shall be resolved in accordance with this Article.

16.2.2 For greater certainty, a dispute about a proposed amendment to this Agreement is not subject to this Article.

16.2.3 Where this Article refers to the Parties, DFO, ECCC and TC will determine in discussion with QIA whether DFO, ECCC and TC should each participate in the Dispute resolution process.

16.3 Dispute Resolution Process

16.3.1 In the event that a Dispute arises between the Parties, any Party wishing to pursue the matter must give written notice to the other Party, describing the details of the Dispute and any proposed remedy or resolution ("Notice of Dispute").

16.3.2 Following service on the other Party of the Notice of Dispute, senior representatives chosen by each Party must meet within 30 days to attempt in good faith to negotiate a resolution of the Dispute. Unless the Parties otherwise agree on an alternate representative, the appropriate senior representatives will be the Executive Director of QIA, and where the Dispute involves:

a) DFO, the Regional Director General of the Arctic Region of DFO,
b) ECCC, Assistant Deputy Minister of the Canadian Wildlife Service, and
c) TC, the Regional Director General of the Prairie and Northern Region.

16.3.3 All information exchanged during the negotiations described in subsection 16.3.2 or any subsequent dispute resolution process, which is not otherwise discoverable, will be regarded as "without prejudice" communications for the purpose of settlement negotiations and must be treated as confidential by the Parties and their representatives unless otherwise required by law.

16.3.4 In the course of negotiations described in subsection 16.3.2, the Parties may agree to attempt to resolve the Dispute through mediation. The Parties shall then retain the services of a mutually acceptable mediator, and they shall make reasonable efforts to resolve the Dispute through mediation. Each Party will be responsible for the costs of their own legal counsel, experts, personal travel, and all other related costs. The fees and expenses of the mediator and the

administrative costs of the mediation, such as the cost of the mediation room, if any, shall be shared equally by the Parties.

16.3.5 Within 120 days after receipt by a Party of a Notice of Dispute or within such other period of time as may be mutually agreed, if the Dispute has not been resolved through the efforts described in subsections 16.3.2 or 16.3.4, either Party may, subject to the agreement of the other Party, propose to refer the Dispute to arbitration in accordance with subsections 16.3.6 to 16.3.10.

16.3.6 If the Parties agree to proceed to arbitration, the Parties will agree on the appointment of a single arbitrator for the Dispute. If the Parties are unable to agree to an arbitrator, the arbitrator will be selected by a judge of the Nunavut Court of Justice from a list comprised of at most two candidates put forward by each Party. Unless otherwise agreed, the place of arbitration shall be Iqaluit, Nunavut.

16.3.7 The arbitration will be conducted in accordance with a mutually acceptable arbitration process as agreed to by the Parties.

16.3.8 No arbitrator may consider or rule on the validity of this Agreement or alter, amend, delete, add to or substitute any provision of this Agreement in any manner.

16.3.9 The arbitrator will have no authority to make any order that has the effect of limiting the lawful jurisdiction, authority or legal obligations of either Party.

16.3.10 A decision or order of an arbitrator will be final and binding on the Parties and may be recognized and enforced by a competent Court, unless otherwise agreed.

16.3.11 The Parties agree that they will each be responsible for the costs of their own legal counsel, experts, personal travel and other related costs. The fees and expenses of the arbitrator and all administrative costs of the arbitration, such as the cost of the room, if any, will be shared equally by the Parties.

16.3.12 Either Party may refer the Dispute to a court of competent jurisdiction once the attempt to resolve the Dispute in subsection 16.3.2 has taken place and the Dispute has not been resolved, and in such case, nothing in this Article shall limit the legal remedies of the Parties.

16.3.13 Notwithstanding subsection 16.3.12, the Parties agree not to commence legal proceedings or to take any new steps in any legal proceeding between them that is the subject of a Dispute while there is an agreed arbitration process ongoing except where it is necessary to take action to preserve legal rights.

Signature Page

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ON BEHALF OF THE INUIT OF THE QIKIQTANI REGION OF NUNAVUT:
For Qikiqtani Inuit Association:

Olayuk Akesuk, President

March 6, 2026
Date

Jeremiah Groves, Executive Director

March 6, 2026
Date

ON BEHALF OF HIS MAJESTY THE KING IN RIGHT OF CANADA:
For the Government of Canada:

The Honourable Julie Dabrusin,
Minister of the Environment

MAR 1 1 2026
Date

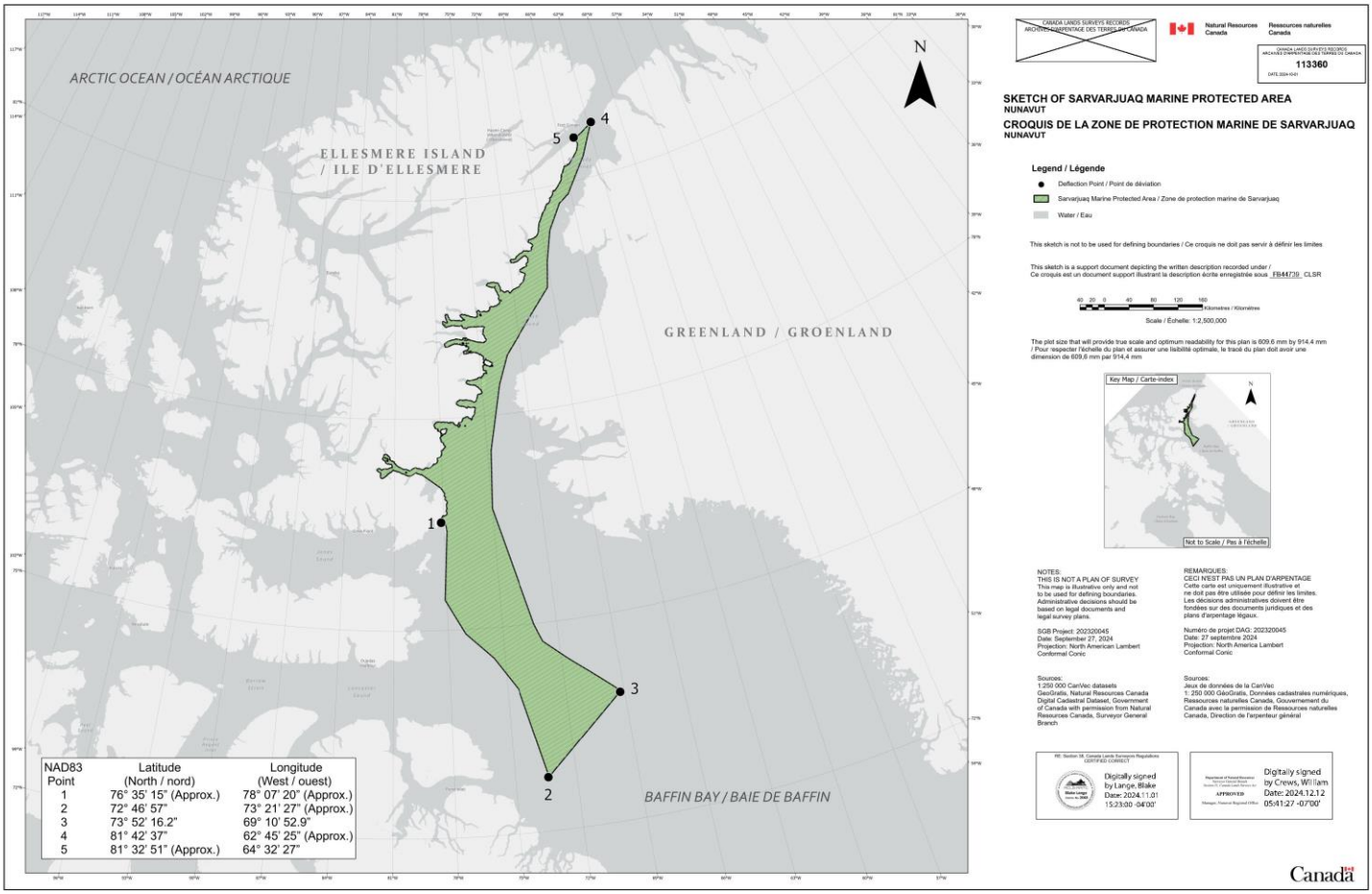
The Honourable Joanne Thompson,
Minister of Fisheries and Oceans

March 12, 2026
Date

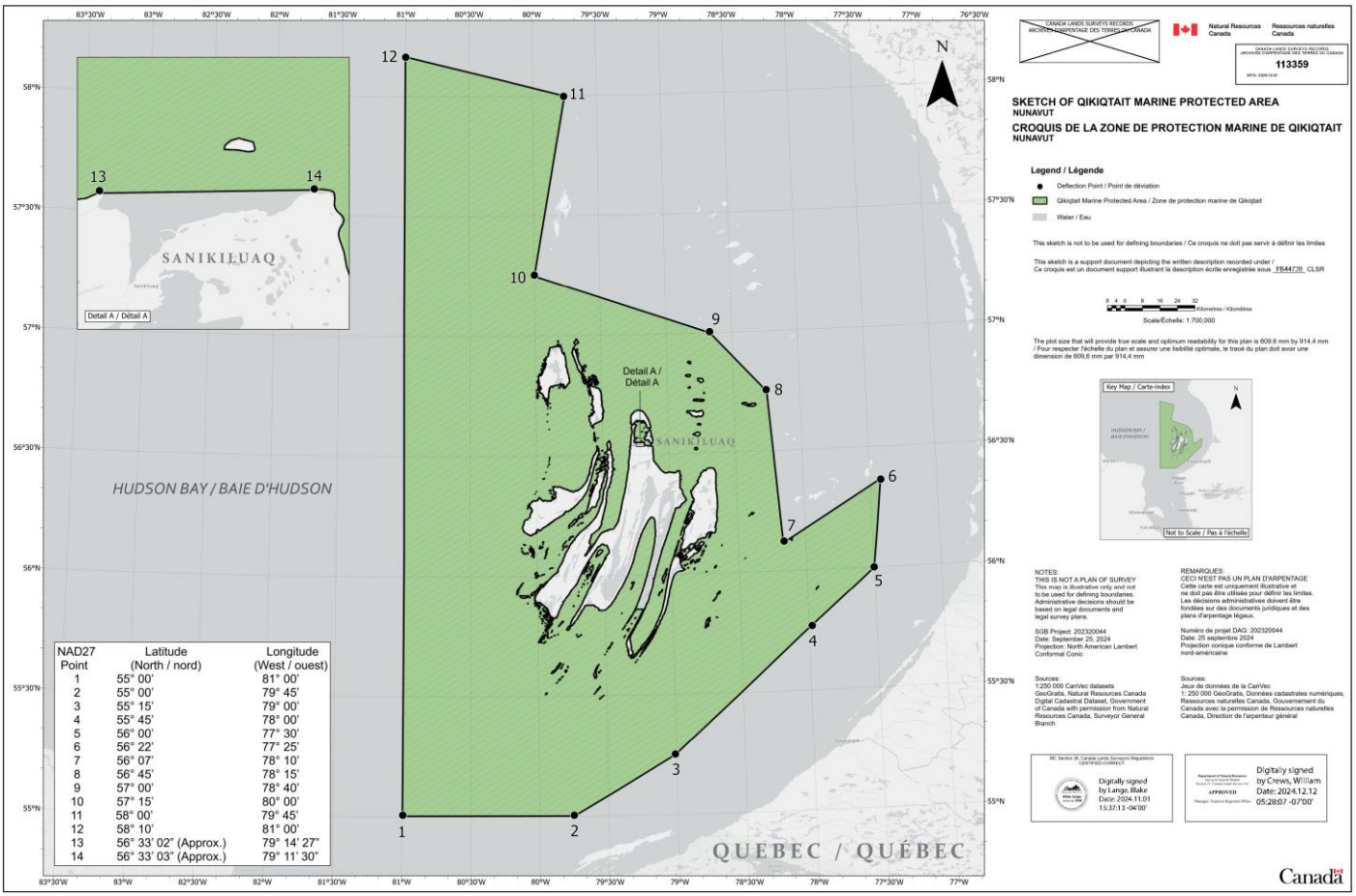
The Honourable Steven MacKinnon,
Minister of Transport

March 10, 2026
Date

Schedule 4-1


ARCTIC OCEAN / OCÉAN ARCTIQUE
ELLESMERE ISLAND
/ ILE D'ELLESMERE
GREENLAND / GROENLAND
BAFFIN BAY / BAIE DE BAFFIN
N
1
2
3
4
5
NAD83 Point | Latitude (North / nord) | Longitude (West / ouest)
1 | 76° 35' 15" (Approx.) | 78° 07' 20" (Approx.)
2 | 72° 46' 57" | 73° 21' 27" (Approx.)
3 | 73° 52' 16.2" | 69° 10' 52.9"
4 | 81° 42' 37" | 62° 45' 25" (Approx.)
5 | 81° 32' 51" (Approx.) | 64° 32' 27"
CANADA LANDS SURVEYS RECORDS
ARCHIVES D'ARPENTAGE DES TERRES DU CANADA
Natural Resources Canada
Ressources naturelles Canada
113360
SKETCH OF SARVARJUAQ MARINE PROTECTED AREA
NUNAVUT
CROQUIS DE LA ZONE DE PROTECTION MARINE DE SARVARJUAQ
NUNAVUT
Legend / Légende
Deflection Point / Point de déviation
Sarvarjuaq Marine Protected Area / Zone de protection marine de Sarvarjuaq
Water / Eau
This sketch is not to be used for defining boundaries / Ce croquis ne doit pas servir à définir les limites
This sketch is a support document depicting the written description recorded under / Ce croquis est un document support illustrant la description écrite enregistrée sous FB44730 CLSR
Kilometres / Kilomètres
Scale / Échelle: 1:2,500,000
The plot size that will provide true scale and optimum readability for this plan is 609.6 mm by 914.4 mm / Pour respecter l'échelle du plan et assurer une lisibilité optimale, le tracé du plan doit avoir une dimension de 609,6 mm par 914,4 mm
Key Map / Carte-index
Not to Scale / Pas à l'échelle
NOTES:
THIS IS NOT A PLAN OF SURVEY
This map is illustrative only and not to be used for defining boundaries. Administrative decisions should be based on legal documents and legal survey plans.
SGB Project: 202320045
Date: September 27, 2024
Projection: North American Lambert Conformal Conic
Sources:
1:250 000 CanVec datasets
GeoGratis, Natural Resources Canada
Digital Cadastral Dataset, Government of Canada with permission from Natural Resources Canada, Surveyor General Branch
REMARQUES:
CECI N'EST PAS UN PLAN D'ARPENTAGE
Cette carte est uniquement illustrative et ne doit pas être utilisée pour définir les limites. Les décisions administratives doivent être fondées sur des documents juridiques et des plans d'arpentage légaux.
Numéro de projet DAG: 202320045
Date: 27 septembre 2024
Projection: North America Lambert Conformal Conic
Sources:
Jeux de données de la CanVec
1: 250 000 GéoGratis, Données cadastrales numériques, Ressources naturelles Canada, Gouvernement du Canada avec la permission de Ressources naturelles Canada, Direction de l'arpenteur général
Digitally signed by Lange, Blake
Date: 2024.11.01 15:23:00 -04'00'
Digitally signed by Crews, William
Date: 2024.12.12 05:41:27 -07'00'
Canada

Schedule 5-1



NAD27 Point	Latitude (North / nord)	Longitude (West / ouest)
1	55° 00'	81° 00'
2	55° 00'	79° 45'
3	55° 15'	79° 00'
4	55° 45'	78° 00'
5	56° 00'	77° 30'
6	56° 22'	77° 25'
7	56° 07'	78° 10'
8	56° 45'	78° 15'
9	57° 00'	78° 40'
10	57° 15'	80° 00'
11	58° 00'	79° 45'
12	58° 10'	81° 00'
13	56° 33' 02" (Approx.)	79° 14' 27"
14	56° 33' 03" (Approx.)	79° 11' 30"