

**Umbrella Inuit Impact and Benefit Agreement
for Territorial Parks in the Nunavut Settlement Area**

between

**The Inuit of the Nunavut Settlement Area, represented by
Nunavut Tunngavik Inc., Kitikmeot Inuit Association,
Kivalliq Inuit Association and Qikiqtani Inuit Association**

and

**The Government of Nunavut, represented by the Minister of
Sustainable Development**

May 13, 2002

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between

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Kivalliq Inuit Association and Qikiqtani Inuit Association**

and

**The Government of Nunavut, represented by the Minister of
Sustainable Development**

WHEREAS Territorial Parks are established under the *Territorial Parks Act* for the following purposes, among others:

- (a) to protect and preserve the natural environment;
- (b) to provide opportunities for outdoor recreational activities;
- (c) to provide opportunities for tourism and economic development;
- (d) to protect and commemorate historic and archaeological sites; and
- (e) generally, to provide for the benefit, education and enjoyment of residents of and visitors to Nunavut; and

WHEREAS the parties to the *Nunavut Land Claims Agreement (NLCA)* have agreed in section 8.3.1 of the *NLCA* and recognize that it is generally desirable to establish Territorial Parks in the Nunavut Settlement Area; and

WHEREAS the establishment and operation of Territorial Parks for the above purposes has the potential both to provide economic and other benefits to Inuit and to have detrimental impacts on Inuit; and

WHEREAS, under section 8.4.4 of the *NLCA*, before a Territorial Park is established in the Nunavut Settlement Area after ratification of the *NLCA*, and for all Territorial Parks established before ratification, Inuit and the Territorial Government must negotiate, in good faith, for the purpose of concluding an Inuit Impact and Benefit Agreement (IIBA); and

WHEREAS, under section 8.4.4 of the *NLCA*, an IIBA must include any matter connected with a park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit either on a Nunavut-wide, regional or local basis; and

WHEREAS, prior to the negotiation of this IIBA, Territorial Parks and Proposed Parks have been planned, operated, and managed with input from Nunavut communities and other persons or bodies, including Inuit; and

WHEREAS the Inuit of Nunavut have a unique relationship with the ecosystems of the Nunavut Settlement Area that is ecological, spiritual and social in nature, and have accumulated a related body of traditional knowledge, or Inuit Qaujimajatuqangit, which is necessary for responsible decision-making regarding lands, waters and resources of the Nunavut Settlement Area; and

WHEREAS this IIBA is based on and is intended to recognize and reflect the following principles, and the other principles set forth in this IIBA, in connection with the planning, establishment, operation and management of Territorial Parks:

- (a) Inuit and the Government of Nunavut (GN) must jointly plan and manage the lands, waters and resources within Territorial Parks;
- (b) Inuit should fully benefit from and fully participate in Parks-related employment and economic opportunities;
- (c) social, cultural and ecological disruption to Inuit and their relationships with and use of lands, waters and resources in Parks should be avoided;
- (d) impacts of Parks on Inuit harvesting, including having access to places where wildlife and plants can be collected efficiently and at appropriate seasons of the year, should be avoided;
- (e) the use of Inuktitut should be preserved and promoted;
- (f) the archaeological and cultural heritage of Inuit should be preserved and promoted; and
- (g) the opportunities for Inuit provided by this IIBA should build capacity and encourage self-reliance and the cultural and social well-being of Inuit; and

WHEREAS the Parties have negotiated this IIBA for the purpose of addressing all matters connected with Territorial Parks that would have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit on a Nunavut-wide, regional or local basis and to achieve the other objectives set forth in this IIBA; and

WHEREAS the Parties believe that, to be effective, implementation of the IIBA must be co-operative, open, adequately funded, and based on the mutual commitment of the Parties; and

WHEREAS NTI, representing the Inuit of Nunavut generally and having the functions set forth in Article 39 of the *NLCA*, and the Kitikmeot Inuit Association, the Kivalliq Inuit Association, and the Qikiqtani Inuit Association, representing Inuit as Designated Inuit Organizations under Article 39 of the *NLCA*, have approved this IIBA by votes of their respective Boards of Directors; and

WHEREAS the Minister of Sustainable Development pursuant to section 64 of the *Legislative Assembly and Executive Council Act*, R.S.N.W.T. 1988, C.L-5, as amended for Nunavut pursuant to the *Nunavut Act*, has authority to sign this IIBA on behalf of the GN;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the Parties agree as follows:

Article 1 - Definitions

1.1 Except where otherwise defined in this IIBA, a term or phrase defined in the *NLCA* and used in the same context in this IIBA has the same meaning as set forth in Article 1 of the *NLCA*, which is attached as Appendix I for informational purposes.

1.2 Except where otherwise stated in this IIBA:

“Affected Community” means a community listed in Schedule 2-1 with respect to a Park;

“Cabin” means a fixed structure used as a temporary or seasonal dwelling in connection with harvesting or other related activities;

“Certificate of Exemption” is a document issued by the RIAs, upon application, which identifies the holder as a person entitled to access Inuit Owned Lands pursuant to Article 21 of the *NLCA*;

“Community CJPMC” or “CJPMC” means a community joint Inuit-Government parks planning and management committee required by subsection 13.3.1;

“Culturally Significant Site” means a site that is important to Inuit for cultural, spiritual, historical, archaeological or ethnographic reasons, and that is identified pursuant to subsection 14.4.10;

“DSD” means the Department of Sustainable Development, or any successor GN department with responsibility for Territorial Parks;

“Effective Date” means the date on which this IIBA comes into force for a Park pursuant to subsection 2.1.2;

“Financial Management Board” means the committee of the Nunavut Executive Council established to exercise responsibility for the financial management and administration of the Government of Nunavut, pursuant to ss. 3(1) of the *Financial Administration Act*, R.S.N.W.T. 1988, C.F-4, as amended, as duplicated for Nunavut.

“Fiscal Year” means the year beginning April 1 of one calendar year and ending March 31 of the following calendar year;

“Framework for Management Plans” means the framework required by section 14.9;

“Framework for Master Plans” means the framework required by section 14.3;

“GN” means the Government of Nunavut;

“IIBA Implementation Plan” means the plan for implementation of this IIBA required by section 15.2;

“IIBA Implementation Report” means the implementation report required by subsection 15.5.6;

“*Implementation Contract*” means *the Contract Relating to the Implementation of the Nunavut Final Agreement* signed on May 25, 1993 or any successor agreement made for the purpose of implementing the *NLCA*;

“Important Wildlife Area” means an area that is important to Inuit for wildlife or wildlife habitat reasons, and that is identified pursuant to subsection 14.4.10;

“Inuit Firm” means an Inuit firm as defined in section 24.1.1 of the *NLCA*;

“Inuit Impact and Benefit Agreement or “IIBA” means the IIBA referred to in Article 8 of the *NLCA* and, when reference is made to this IIBA, includes this Agreement and the Park-Specific Appendix, where one exists, for each Park, in accordance with subsection 2.1.1;

“Inuit Tourism Provider” means an Inuk or Inuit firm licensed to provide or who has identified himself or herself as being interested in providing goods or services to tourists including, without limitation, the goods and services described in subsection 4.2.8(c);

“Inuit Tourism Strategy” is a tourism strategy developed pursuant to section 4.2

“Incremental Costs” means the costs incurred by the Government of Nunavut as a result of implementing this IIBA, which would not have been incurred in the absence of the IIBA;

“Initial Planning Period” means the period, under the *Implementation Contract*, commencing on July 9, 1993 and expiring on July 9, 2003;

“Kitikmeot region” means the region of the Nunavut Settlement Area in which the communities of Bathurst Inlet, Omingmaktok, Cambridge Bay, Gjoa Haven, Kugluktuk, Kugaaruk and Taloyoak are located;

“Kivalliq region” means the region of the Nunavut Settlement Area in which the communities of Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Repulse Bay and Whale Cove are located;

“Local Tourism Coordinator” means the tourism coordinator for an Affected Community referred to in subsection 4.3.8;

“Master Plan” means the master plan for a Territorial Park required by section 14.7;

“Management Plan” means the management plan for a Territorial Park required by section 14.9 and section 8.4.13 of the *NLCA*;

“Mineral” has the same meaning as in the *NLCA* and, in addition, includes specified substances;

“Minister” means the GN's Minister of Sustainable Development;

“Nunavut Joint Planning and Management Committee” or “NJPMC” means the Nunavut-wide joint Inuit-Government parks planning and management committee established pursuant to section 13.2;

“*Nunavut Land Claims Agreement*” or “*NLCA*” means the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada* that was ratified by a vote of the Inuit of the Nunavut Settlement Area and by the *Nunavut Land Claims Agreement Act*, S.C. 1993 c.29.

“Park” means a Territorial Park;

“Park-Specific Appendix” means an Appendix to this IIBA as required by subsection 2.1.2;

“Park Volunteer” means a person authorized by the GN to carry out specified duties without payment on behalf of the GN in a Park,

“Parties” means all of the Inuit of the Nunavut Settlement Area, as represented by Nunavut Tunngavik, Inc., the three Regional Inuit Associations, and the GN, as represented by the Minister;

“Planning Period” means a planning period after the Initial Planning Period under the *Implementation Contract*;

“Proposed Park” means a park proposed by the GN to be established after the conclusion of this IIBA and identified in Schedule 2-1;

“Qikiqtani region” means the region of the Nunavut Settlement Area in which the communities of Arctic Bay, Qikiqtarjuaq, Cape Dorset, Clyde River, Grise Fiord, Hall Beach, Igloolik, Iqaluit, Kimmirut, Pangnirtung, Pond Inlet, Resolute Bay and Sanikiluaq are located;

“Regions” means the Kitikmeot, Keewatin (Kivalliq) and Baffin (Qikiqtani) regions of the Nunavut Settlement Area;

“Regional Inuit Associations” or “RIAs” means the Kitikmeot Inuit Association, Kivalliq Inuit Association and Qikiqtani Inuit Association;

“Regional Tourism Coordinator” means a tourism coordinator referred to in subsection 4.3.6;

“Relevant CJPMC” means the Community Joint Planning and Management Committee in the Affected Community in question;

“Relevant HTO” means the Hunters and Trappers Organization in the Affected Community in question;

“Relevant RIA” means the RIA for the region in which the Territorial Park in question lies;

“Relevant RWO” means the Regional Wildlife Organization in the region in which the Territorial Park in question lies;

“Researcher” means a person holding a permit to carry out research in a Territorial Park;

“Superintendent” means a person appointed under subsection 7(1) of *the Territorial Parks Act*, R.S.N.W.T. 1988, c. T-4, as amended, as duplicated for Nunavut, as the superintendent of Territorial Parks;

"Territorial Park" means an area that has been formally and fully dedicated as a Territorial Park under the *Territorial Parks Act* or a Proposed Park;

"*Territorial Parks Act*" means the *Territorial Parks Act* in force in Nunavut, as amended from time to time, and any future or other legislation passed by the Government of Nunavut dealing with the operation, management and regulation of Territorial Parks or activities in Territorial Parks, and any regulation made under the authority of such Act;

“Total Allowable Harvest”, or “TAH”, for a stock or population means an amount of wildlife able to be lawfully harvested as established by the NWMB pursuant to sections 5.6.16 to 5.6.18 of the *NLCA*;

“Traditional Use” means use of the lands by Inuit prior to the establishment of the Affected Community;

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

- (a) an Inuk or a family member travelling with an Inuk;
- (b) an individual who has been assigned harvesting rights under section 5.7.34 of the *NLCA*;

- (c) an employee or contractor of the GN acting within the scope of his or her employment or contract; or
- (d) a Researcher;

“Visitor Centre” means a public facility funded in whole or in part by the GN and operated for the primary purpose of informing residents of Nunavut and visitors about the cultural, natural, recreational, and historic resources of Nunavut and/or Territorial Parks.

Article 2 - General Provisions

2.1 Application

- 2.1.1 Subject to subsection 2.1.2, this Agreement, and the relevant Park-Specific Appendix, where one exists, constitutes the IIBA required under Section 8.4.4, 8.4.6 or 8.4.17 of the *NLCA* for each Park identified in Schedule 2-1.
- 2.1.2 Except where otherwise agreed by NTI, the GN and the Relevant RIA, the requirement to conclude an IIBA referred to in subsection 2.1.1 shall not be met for any Park until a Park-Specific Appendix addressing matters specific to that Park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit, shall have been concluded by NTI, the GN and the Relevant RIA.
- 2.1.3 Subject to subsection 2.1.4, the Parties agree to negotiate in good faith for the purpose of concluding the Park-Specific Appendices required under subsection 2.1.2.
- 2.1.4 The negotiation of a Park-Specific Appendix for the proposed Katannilik Territorial Park may, at the option of the Qikiqtani Inuit Association, await completion of consultation with local Inuit regarding the right of acquisition of Inuit Owned Lands contained in section 8.3.11 of the *NLCA*.
- 2.1.5 This IIBA shall come into effect for a Park on the date on which the Park-Specific Appendix is signed in accordance with subsection 2.1.2.
- 2.1.6 For greater certainty, the requirement to conclude a Park-Specific Appendix shall not be a reason for failure to implement, in accordance with the IIBA Implementation Plan, obligations of this IIBA that are not dependent on the Park-Specific Appendix for implementation.
- 2.1.7 This Agreement and a new Park-Specific Appendix, where required in accordance with subsection 2.1.2, shall constitute the IIBA required under sections 8.4.4, 8.4.6 or 8.4.17 of the *NLCA* in the event that the GN intends:
- (a) to re-establish a previously closed Park;
 - (b) to expand a Park; or
 - (c) otherwise to alter the boundaries of a Park such that the characteristics of the Park are significantly changed.
- 2.1.8 NTI, the GN and the Relevant RIA may add any proposed park not identified in Schedule 2-1 to this IIBA by amendment of Schedule 2-1 and the addition of a Park-Specific Appendix to this IIBA.

- 2.1.9 Consistent with the terms of the *NLCA* and this IIBA, the Minister retains responsibility for Territorial Parks in accordance with the *Territorial Parks Act* or other applicable territorial or federal legislation.

2.2 Interpretation

- 2.2.1 This IIBA is a legally binding agreement and is enforceable as such.
- 2.2.2 This IIBA is governed by the laws of the Nunavut Territory and Canada, as applicable.
- 2.2.3 This IIBA does not form part of the *NLCA*, and is not intended to be a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*.
- 2.2.4 Nothing in this IIBA, nor the omission of any matter from this IIBA, is intended to be used as a guide to the interpretation of the *NLCA*.
- 2.2.5 The omission from this IIBA of any matter listed in Schedule 8-3 of the *NLCA* shall not be construed as an acknowledgement that the matter is not appropriate for inclusion in this or any IIBA.
- 2.2.6 The Schedules and Appendices attached to this Agreement form a part of the IIBA and are incorporated by reference herein.
- 2.2.7 The preamble, several Articles, Schedules and Appendices of this IIBA shall be read together and interpreted as one agreement. The preamble and the principles and objectives in this IIBA are intended to assist in the interpretation of the IIBA.
- 2.2.8 Time is of the essence in performing all provisions of this IIBA.
- 2.2.9 Use of the singular in this IIBA includes the plural.
- 2.2.10 This IIBA and all terms herein shall be read so as to conform with the *NLCA*.

2.3 Inuktitut and Inuinnaqtun

- 2.3.1 Where this IIBA requires translation or interpretation into or from Inuktitut, translation or interpretation into or from Inuinnaqtun shall be provided either in addition to or as a substitute for Inuktitut, at the direction of the Relevant RIA.

2.4 Consultation

2.4.1 When reference is made in this IIBA to a duty to consult an organization or committee, that duty shall be exercised by providing the organization or committee with, at a minimum:

- (a) notice of the matter to which the consultation relates in sufficient form and detail to allow the party being consulted to prepare its views on the matter;
- (b) a reasonable period of time to prepare its views on the matter and an opportunity to present and discuss those views with the consulting party,
- (c) full and fair consideration of any views presented; and
- (d) reasons in writing within a reasonable period of time for any views that are rejected.

2.4.2 When reference is made in this IIBA to a duty to consult Inuit, that duty shall be exercised in the following manner:

- (a) culturally appropriate consultation techniques shall be developed by the NJPMC, in consultation with NTI and the GN, and shall include:
 - (i) in addition to or as an alternative to public meetings, consultation methods which facilitate the sharing of views by unilingual Inuktitut-speaking Inuit and other local Inuit, such as small group sessions and meeting in people's homes; and
 - (ii) English and Inuktitut versions of all materials about which the consultation is concerned; and
- (b) an accurate record of all comments received during the consultation process shall be kept and a report on these comments shall be prepared in English and Inuktitut.

2.5 Undertaking in Fulfillment of Obligations

2.5.1 The Parties shall take all steps that are necessary to give full effect to the provisions of this IIBA.

2.5.2 For greater certainty, the Minister undertakes to secure any regulatory changes, and to make best efforts to secure any statutory changes, as are necessary to give full effect to the provisions of this IIBA.

2.6 Certainty

- 2.6.1 Nothing in this IIBA shall affect the rights or the ability of Inuit to participate in and benefit from programs for Nunavut residents, Inuit or aboriginal people. Benefits received under such programs shall be determined by general criteria for such programs established from time to time.

2.7 Amendment

- 2.7.1 This IIBA may only be amended by written agreement of all the Parties.

2.8 Renegotiation

- 2.8.1 Unless otherwise agreed by the Parties, the Parties shall renegotiate this IIBA every seven (7) years.

2.9 Term of the IIBA

- 2.9.1 This IIBA shall continue until it is terminated by the written consent of all Parties or until it is replaced by a new IIBA negotiated in accordance with section 2.8.

Schedule 2-1 - Parks To Which This IIBA Applies

Parks established before ratification of the NLCA

Community Parks Order, R 1-3-95, Schedule “A”

Ijiriliq, Meliadine Esker Community Park (Rankin Inlet)
Sylvia Grinnell Community Park (Iqaluit)
Pitsutinu Tugavik Community Park (Pangnirtung)

Historic Parks Order, R 054-95

Kekerten Historic Park (Pangnirtung)
Qaummaarviit Historic Park (Iqaluit)

Parks to be established after conclusion of IIBA

Baffin region

Katannilik Territorial Park (Kimmirut/Iqaluit)
Qililuqat Territorial Park (Pond Inlet)
Mallikjuaq Territorial Park (Cape Dorset)

Kitikmeot region

Uvajuq (Mount Pelly) Territorial Park (Cambridge Bay)
Kuklok (Bloody Falls) Territorial Park (Kugluktuk)

Kivalliq Region

Baker Lake Territorial Park (Baker Lake)

Article 3 - Matters Respecting Certain Inuit Rights And Uses Of Parks

3.1 Principles and Objectives

3.1.1 This Article recognizes and reflects the following principles:

- (a) subject to a bilateral agreement pursuant to section 5.7.18(c) of the *NLCA*, the planning, establishment, management and operation of Territorial Parks must avoid limitations or restrictions on Inuit rights of access to Territorial Parks;
- (b) there is a need to recognize, protect and enhance the traditional and existing relationships between Inuit and the lands, waters and resources within Territorial Parks and surrounding areas;
- (c) the exercise of Inuit harvesting rights within Territorial Parks requires that Inuit engage in activities related to harvesting within Parks;
- (d) Inuit carving stone rights should be exercised in a Territorial Park in a manner that respects the purposes for which Territorial Parks are established; and
- (e) Inuit in Affected Communities are best able to make specific management and planning recommendations related to specific Parks through Management Plans or in accordance with the provisions of this IIBA.

3.1.2 This Article has the following objectives:

- (a) to recognize and protect Inuit rights under the *NLCA*;
- (b) to protect and enhance Inuit use and enjoyment of all lands, waters and resources within the Nunavut Settlement Area while respecting the purposes for which Territorial Parks are established; and
- (c) to promote recognition of Inuit Owned Lands (IOLs) and Inuit rights respecting IOLs among Visitors using Territorial Parks.

3.2 Inuit Use of and Access to Territorial Parks

3.2.1 For greater certainty, except as otherwise agreed in a bilateral agreement under section 5.7.18(c) of *NLCA*, an Inuk or an assignee of an Inuk under section 5.7.34 of the *NLCA* may engage in activities related to harvesting without any form of territorial licence or permit and without the imposition of any form of territorial tax or fee, and, specifically, without limitation may:

- (a) remain in or cross a Park;
- (b) camp in any location in a Park;
- (c) use any facility in a Park in emergency situations;
- (d) make a fire or use a portable stove in a Park;
- (e) travel in or through a Park;
- (f) launch a boat from any location in a Park; and
- (g) possess and discharge a firearm in a Park.

3.2.2 For greater certainty, the duties of care and the allocation of risk as those matters exist in laws of general application shall apply to those activities in subsection 3.2.1.

3.3 Removal of Carving Stone

3.3.1 Inuit rights under sections 19.9.2, 19.9.4, and 19.9.9 of the *NLCA* may be exercised in a Park without any form of territorial licence or permit and without the imposition of any form of territorial tax or fee.

3.3.2 Inuit may exercise the rights under sections 19.9.2, 19.9.4, and 19.9.9 of the *NLCA* in a Park subject only to terms and conditions in an approved Management Plan that:

- (a) apply to specific locations in the Park;
- (b) address the manner in which carving stone may be removed in those locations; and
- (c) are agreed to in a Park-Specific Appendix.

3.4 Outpost Camps

- 3.4.1 An outpost camp may be established in accordance with the *NLCA* in any location in a Park, subject only to terms and conditions in an approved Management Plan that:
- (a) identify specific locations within which the establishment of outpost camps is restricted or limited; and
 - (b) are agreed to in a Park-Specific Appendix.
- 3.4.2 For greater certainty, neither the establishment nor the occupation of an outpost camp in a Park is subject to any regulation of the *Territorial Parks Act* relating to camping in a Park.
- 3.4.3 The Superintendent shall, where reasonable, restrict or prohibit Visitor access to an occupied outpost camp or to any area of a Park near an occupied outpost camp upon receipt of a request from the occupants of a camp for the restriction or prohibition.

3.5 Cabins

- 3.5.1 Except as provided in an approved Management Plan or Park-Specific Appendix, Inuit may continue to occupy a Cabin existing in a Park on the Effective Date of this IIBA without the imposition of any territorial tax or fee.
- 3.5.2 Upon completion of a Management Plan, Inuit may establish a Cabin in a Park after the Effective Date of this IIBA without the imposition of any territorial tax or fee, with the approval of the Relevant CJPMC, and such approval shall not be unreasonably withheld.
- 3.5.3 If an Inuk contacts the GN regarding establishing a Cabin in a Park, the GN shall assist him or her in putting forward a request to the CJPMC.
- 3.5.4 The CJPMC shall make a decision in response to a request made under subsection 3.5.2 as soon as is reasonably practicable. The CJPMC's decision may identify terms and conditions for the establishment of the Cabin, including, without limitation, terms and conditions with respect to location, waste disposal and fuel storage. The CJPMC shall forward its decision to the applicant and to the Superintendent.

3.6 Inuit Owned Lands

- 3.6.1 Every map produced by the GN identifying a Park shall identify any IOLs in or adjacent to the Park.
- 3.6.2 Any information produced by the GN for use by Visitors to a Park shall identify any IOLs in or adjacent to the Park and advise Visitors that, except as otherwise provided in the *NLCA*, persons other than Inuit may not enter, cross or remain on IOLs without the consent of the Relevant RIA.
- 3.6.3 An RIA may provide information to the GN regarding access to and use of IOLs that are located in or adjacent to a Park. The GN shall distribute any such information in the form in which it receives it from the RIA, or in another form as agreed with the RIA.
- 3.6.4 Any agent, employee or contractor of Government exercising a right of access to IOLs in a Territorial Park under Article 21 of the *NLCA* shall obtain a Certificate of Exemption from the Relevant RIA before entering on IOLs.
- 3.6.5 The GN shall provide adequate and appropriate signage in English and Inuktitut, approved by the Relevant RIA, identifying IOLs within or adjacent to Parks.

Article 4 - Business And Career Development Benefits

4.1 Principles and Objectives

4.1.1 This Article recognizes and reflects the following principles:

- (a) developing the tourism potential of Territorial Parks while preserving Inuit traditional and current use of Parks' lands, waters and resources is consistent with the *NLCA*'s objective of encouraging self-reliance and the cultural and social well-being of Inuit;
- (b) there is a need for creative and effective strategies to increase tourism and tourism-related business and career opportunities for Inuit in connection with Territorial Parks;
- (c) there is a need for effective assistance, training and on-going support to enable Inuit to establish and maintain tourism-related business and career opportunities;
- (d) increased tourism-related infrastructure and capacity within Affected Communities will promote Territorial Park use and development;
- (e) visitors' experiences in Territorial Parks and Affected Communities should encourage a greater awareness and understanding of Inuit culture and heritage; and
- (f) the development of tourism infrastructure and activities should be consistent with the purposes for which the Park was established.

4.1.2 This Article has the following objectives:

- (a) to develop Inuit parks and tourism-related business and career opportunities in a way that is consistent with Inuit social and cultural well-being;
- (b) to provide Inuit, particularly those who reside near Territorial Parks, with tourism-related business and career opportunities, training and on-going support;
- (c) to allow Inuit and Inuit Firms to more fully participate in economic opportunities related to Territorial Parks;
- (d) to further the development of a parks and tourism industry that diversifies the base of visitor attractions beyond Territorial Parks and into the Affected Communities and areas around the Parks; and

- (e) to promote the understanding of Inuit culture and heritage.

4.2 Inuit Tourism Strategies

- 4.2.1 In accordance with the IIBA Implementation Plan, the GN shall establish a fund for the development and implementation of Inuit Tourism Strategies.
- 4.2.2 In accordance with the IIBA Implementation Plan, GN shall complete or contract for the completion of an Inuit Tourism Strategy for each Park.
- 4.2.3 With the agreement of the NJPMC, a tourism strategy prepared prior to the development of an Inuit Tourism Strategy under this Article may be used, with appropriate modifications to ensure its compliance with subsection 4.2.8, as the Inuit Tourism Strategy required under this Article.
- 4.2.4 In the event of an agreement pursuant to subsection 4.2.3, monies allocated under this IIBA for the development of an Inuit Tourism Strategy for the relevant Park shall be used for implementation of the Strategy or similar purposes in the Affected Community.
- 4.2.5 Where agreed by the Parties, one Inuit Tourism Strategy may be developed for two or more Parks.
- 4.2.6 Inuit Tourism Strategies shall be developed with the Relevant CJPMC, the NJPMC and in consultation with local Inuit.
- 4.2.7 Inuit Tourism Strategies shall reflect Inuit goals and objectives for tourism and tourism-related business and career opportunities in the Affected Community.
- 4.2.8 Each Inuit Tourism Strategy shall:
 - (a) review and consider any existing tourism strategies relevant to the Park;
 - (b) describe existing resources within the Park, the Affected Community and the surrounding area that have the potential to attract tourists, using the Inventory of Resources prepared pursuant to section 14.4;
 - (c) identify existing and potential tourism-related services in the Affected Community, and specific Inuit Tourism Providers with expressed interest in providing tourism-related services, including, without limitation, actual and potential guides, tour guides, park interpreters, providers of recreational and cultural experiences, outfitters, other equipment providers, transportation and accommodation services, artists and artisans;

- (d) include a detailed plan for how the resources and services identified in (b) and (c) above can be utilized to create an effective Community tourism infrastructure;
- (e) identify the training and support needs of Inuit Tourism Providers in each Affected Community, with particular attention to the areas identified in subsection 4.4.3, and the potential programs identified in section 4.5 below;
- (f) identify appropriate Parks-related cultural events that may be held pursuant to section 4.6, in view of actual and potential tourism activity in the Affected Communities; and
- (g) include a detailed plan or plans for marketing the Community's tourism resources and assets.

4.3 Inuit Tourism Strategy Implementation

Inuit Tourism Strategy Implementation Plans

- 4.3.1 Following completion of each Inuit Tourism Strategy, and in accordance with the IIBA Implementation Plan, the GN shall meet with the Relevant CJPMC to prepare an implementation plan for each Inuit Tourism Strategy.
- 4.3.2 The Inuit Tourism Strategy implementation plan shall:
 - (a) identify, prioritize and set a schedule for completing the actions necessary to implement the Inuit Tourism Strategy and the obligations of any party; and
 - (b) identify any potential obstacles to implementing the Strategy and possible solutions.
- 4.3.3 The NJPMC shall approve each Inuit Tourism Strategy implementation plan.
- 4.3.4 Unless otherwise agreed, the GN and the Relevant CJPMC shall review the Inuit Tourism Strategy implementation plan on an annual basis and amend it as required.
- 4.3.5 The GN, the NJPMC and the Relevant CJPMCs shall assess the Strategies every three (3) years to determine the Strategies' success, strengths and weaknesses and shall amend them, or engage appropriate expertise to assist in amending them, as required. The GN shall pay the costs of such assessments and amendments.

Inuit Tourism Strategy Coordination

- 4.3.6 The GN shall fund two full-time Regional Tourism Coordinator staff positions.
- 4.3.7 The Regional Tourism Coordinators shall, without limitation:
- (a) oversee and ensure the implementation of the Inuit Tourism Strategies;
 - (b) coordinate the delivery of programs required by sections 4.4 and 4.5;
 - (c) oversee and ensure the implementation of section 4.6; and
 - (d) otherwise work with the Local Tourism Coordinators and Affected Communities to maximize tourism opportunities, capacity-building among Inuit Tourism Providers, and the development of effective Community-based tourism infrastructures.
- 4.3.8 In accordance with the IIBA Implementation Plan, the GN shall fund a position for a Local Tourism Coordinator in each Affected Community.
- 4.3.9 Local Tourism Coordinators shall, without limitation:
- (a) coordinate local involvement in the programs required by the Inuit Tourism Strategies and sections 4.4 and 4.5;
 - (b) coordinate local implementation of section 4.6; and
 - (c) otherwise work with the Regional Tourism Coordinator and Affected Community to maximize tourism opportunities, capacity-building among Inuit Tourism Providers, and the development of effective Community-based tourism infrastructures.
- 4.3.10 NTI and the Relevant RIAs shall participate in the preparation of the job descriptions for Regional Tourism Coordinator and Local Tourism Coordinator positions.
- 4.3.11 In the event of a dispute between the Parties regarding implementation of the Inuit Tourism Strategy, the dispute shall be resolved in accordance with Article 16 of this IIBA.

4.4 Inuit Tourism Training Program

- 4.4.1 In accordance with the IIBA Implementation Plan, the GN shall establish a fund for the development and delivery of an Inuit Tourism Training Program in the Affected Communities.

- 4.4.2 The GN, in consultation with the Relevant RIA or its designate and the CJPMC, shall use the information obtained through the Inuit Tourism Strategy to tailor the delivery of the Program to the needs of Inuit Tourism Providers in each Affected Community.
- 4.4.3 The Inuit Tourism Training Program shall provide training and other assistance, as required in each Affected Community, in the following areas:
- (a) financing, including how to approach financing sources and prepare financing proposals;
 - (b) business plan development;
 - (c) developing and delivering tourism packages that meet the needs and expectations of potential clientele;
 - (d) client service, including how to meet the needs of clientele logistically and in the field;
 - (e) marketing, including how to access funding for marketing, how to access trade shows and how to develop local partnerships; and
 - (f) administration, including bookkeeping, banking, annual filings and insurance.
- 4.4.4 The Inuit Tourism Training Program shall be advertised in appropriate media and by local radio and posting in the Affected Community in English and Inuktitut.
- 4.4.5 The Inuit Tourism Training Program shall be delivered by a qualified contractor to all interested Inuit in each Affected Community in English and Inuktitut on a bi-annual basis or other basis as agreed to by the NJPMC.

4.5 Other Training Programs

- 4.5.1 In accordance with the IIBA Implementation Plan, the GN shall establish a fund for the development and delivery of specialized training programs for Inuit Tourism Providers in the Affected Communities.
- 4.5.2 GN, in consultation with the RIAs or their designates and the CJPMCs, shall use the information obtained through the Inuit Tourism Strategies to identify and develop appropriate programs and to tailor each program to the needs of Inuit Tourism Providers in each Affected Community.
- 4.5.3 In identifying appropriate programs, special consideration shall be given to the following as potential programs:

- (a) Tourism Mentoring Programs, designed to pair interested Inuit Tourism Providers with established tourism providers for the purpose of providing ongoing support, assistance and training, through a variety of methods including employment of an Inuit trainee by the mentor and availability of the mentor by telephone from another community to assist an Inuit Tourism Provider;
 - (b) Tour Guide Training Programs, designed to provide training to Inuit on relevant aspects of Park resources and delivery of Park Interpretative Programs developed pursuant to section 7.3; and
 - (c) Visitor Centre Training Programs, designed to offer training to Visitor Centre employees or potential employees in the various elements of Visitor Centre services, including Park and Visitor Centre interpretation, local services and tourism products, client service, Visitor Centre administration and sales of merchandise.
- 4.5.4 The GN shall advertise the availability of the programs offered pursuant to section 4.5 in appropriate media and by local radio and posting in the Affected Community in English and Inuktitut.
- 4.5.5 Training programs shall be delivered by a qualified contractor to all interested Inuit in each Affected Community in English and Inuktitut on a bi-annual basis, or other basis as agreed to by the NJPMC.
- 4.5.6 All programs established under sections 4.4 and 4.5 shall be reviewed by the GN and the NJPMC on an annual basis and adjusted as required to increase their effectiveness. In addition, the GN and the NJPMC shall identify new programs that may be required and are appropriate for training funds.

4.6. Parks-Related Tourism Activities

Cultural Events

- 4.6.1 In accordance with the IIBA Implementation Plan, the GN shall establish a fund for the development and delivery of the following tourism activities.
- 4.6.2 The GN in consultation with the Relevant CJPMC, shall annually sponsor and fund Inuit cultural activities designed to attract tourists to Territorial Parks and to further Inuit tourism-related opportunities in connection with Territorial Parks.
- 4.6.3 The types of activities that may be held pursuant to subsection 4.6.2 include, without limitation, traditional dances, feasts, games and camps, and displays of traditional skills. DSD shall pay elders and other Inuit who are hired to perform or otherwise contribute to these events.

- 4.6.4 Each year, the NJPMC shall approve the activities to be held annually under this section. In approving these activities, the NJPMC shall take into account the Inuit Tourism Strategy, the advice of the Regional Tourism Coordinators, and anticipated tourism opportunities in the Affected Communities.

Advertising and Sales of Inuit Goods and Services

- 4.6.5 GN employees and Visitor Centre staff in the Affected Communities shall assist Inuit Tourism Providers to create and copy fliers for their businesses, by, without limitation:
- (a) providing desktop publishing assistance, to the extent possible without violating government security regulations or policy;
 - (b) assisting Inuit in drafting language for fliers in English; and
 - (c) making Inuit aware of the availability of these services.
- 4.6.6 The GN shall ensure that each Visitor Centre, or another appropriate location in an Affected Community, contains an area designed to attract tourists, which has been set aside for display of:
- (a) items for sale by local Inuit; and
 - (b) brochures and fliers of Inuit Tourism Providers.
- 4.6.7 On a regular basis and no less than once each tourist season, the GN and each Visitor Centre shall actively solicit among Inuit within an Affected Community for items, brochures, and fliers from Inuit Tourism Providers to be displayed at the locations identified in subsection 4.6.6.
- 4.6.8 At all times when there are items for sale by local Inuit, the GN and each Visitor Centre shall advertise these items at appropriate locations in the Affected Community.
- 4.6.9 The Regional and Local Tourism Coordinators shall actively seek to determine when substantial numbers of persons will be visiting an Affected Community. The GN, through the Regional and Local Tourism Coordinators, shall, sufficiently in advance of the visit, advertise and hold a meeting for the purpose of organizing opportunities for Inuit to sell their wares and services to the visitors.

4.7 Additional Program Funding and Seed Capital

- 4.7.1 The GN shall ensure that specific funding is made available through its existing business development programs and policies for Inuit Tourism Providers assistance and other Parks-related tourism business programs that may be established for Inuit in Affected Communities from time to time.
- 4.7.2 In accordance with the IIBA Implementation Plan, the GN shall provide to the Relevant RIA or its designate seed capital to be used toward funding specific business opportunities identified in the Inuit Tourism Strategies.

Article 5 - Inuit Contracting and Business Opportunities

5.1 Principles and Objectives

5.1.1 This Article recognizes and reflects the following principles:

- (a) Parks contracting and business opportunities should promote, to the maximum extent possible, Inuit economic self-sufficiency, capacity and participation in business opportunities in the Nunavut Settlement Area; and
- (b) Parks contracting and business opportunities should provide the maximum possible employment and training opportunities for Inuit.

5.1.2 This Article has the following objectives:

- (a) to maximize the participation of Inuit and Inuit Firms in Parks contracting and business opportunities;
- (b) to improve the capacity of Inuit and Inuit Firms to compete for government contracts;
- (c) to achieve a level of Inuit participation in employment and in the provision of goods and services for Parks Contracts that reflects the proportion of Inuit to the total population of Nunavut; and
- (d) to maximize opportunities for Inuit employment, training and experience in Parks-related contracts and business opportunities.

5.2 Parks Contracts

5.2.1 For the purposes of this Article “Responsive” means, in relation to a tender, conforming in all material respects to the invitation to tender, and that the tenderer is not in default of obligations under any other GN contract.

5.2.2 For the purposes of this Article, “Parks Contracts” means all contracts issued or to be issued by the GN relating directly or indirectly to a Territorial Park or Parks, and includes, without limitation:

- (a) contracts for the design, development, purchase, construction, installation, improvement, operation, maintenance, repair, or removal of Park facilities or Parks-related infrastructure, including, without limitation, roads and trails to, from or related to a Park;

- (b) contracts for the development of Parks-related information or promotional material; and
 - (c) contracts for the procurement of Parks-related goods and services.
- 5.2.3 For the purposes of this Article, Parks Contracts do not include the following types of contracts:
- (a) GN employment contracts;
 - (b) contracts for insurance;
 - (c) contracts for emergency services;
 - (d) contracts in exceptional circumstances;
 - (e) contracts for legal services; and
 - (f) contracts valued at less than \$5,000, net of GST.
- 5.2.4 For the purposes of subsection 5.2.3(c), “contracts for emergency services” means contracts with respect to goods or services that are urgently required to assess or respond in a timely and appropriate manner to circumstances that involve a risk of harm to persons or property, or other catastrophic event.
- 5.2.5 For the purposes of subsection 5.2.3(d), “contracts in exceptional circumstances” means contracts with respect to which unusual, and urgent or otherwise compelling, circumstances require that the contract be issued otherwise than in accordance with the obligations set out in Article 5.
- 5.2.6 Prior to the award of a contract referred to in subsection 5.2.3(d) or, where urgent circumstances require immediate issuance of the contract as soon as possible thereafter, the GN shall notify NTI and the Relevant RIA in writing that it intends to issue, or has issued a contract under subsection 5.2.3(d) with reasons.
- 5.2.7 When a contract referred to in subsection 5.2.3(d) is awarded, the GN shall take all reasonable steps to ensure that the benefits otherwise anticipated under Article 5 enure to Inuit contractor(s) or Firm(s) through the award of future Contracts or other effective remedial measures, and shall seek the advice of the Parks Contracting Working Group in making this determination.
- 5.2.8 To the maximum extent possible, Parks-related contracts for goods and services valued at between \$1,000 and \$5,000 shall be directed to Inuit or Inuit Firms. Information regarding such contracts in any year shall be reported to the Parks Contracting Working Group pursuant to subsection 5.9.1.

- 5.2.9 Expenditures on any Parks Contract are conditional on the approval of funds by the GN's Legislative Assembly and on there being a sufficient uncommitted balance in the appropriated item for the Fiscal Year in which the expenditure is required.

5.3 Relationship to NNI Policy

- 5.3.1 The Nunavummi Nangminiqagtunik Ikajuuti Policy (the NNI Policy) shall apply to the design, award and administration of all Parks Contracts, subject only to the following:
- (a) section 3.1 of the NNI Policy shall not apply;
 - (b) no changes to the NNI Policy following the date of the signing of this IIBA shall apply to Parks Contracts unless agreed upon in writing by the Parties to this IIBA; and
 - (c) in the event of any inconsistency or conflict between the IIBA and the NNI Policy, the IIBA shall prevail to the extent of the inconsistency or conflict.

5.4 Parks Contracting Working Group

- 5.4.1 The Parties shall establish a Parks Contracting Working Group ("PCWG") as follows:
- (a) NTI shall appoint one member;
 - (b) the RIAs shall each appoint one member; and
 - (c) the Minister shall appoint two members.
- 5.4.2 Where a meeting of the PCWG is held for the purpose of discussing matters that affect only one Region, only the member appointed by the Relevant RIA shall participate, with NTI and the GN, in the meeting.
- 5.4.3 The PCWG shall operate by consensus.

Contract Design

- 5.4.4 Between January 1 and February 15 of each year, the GN shall provide the PCWG with a list of anticipated activities to be contracted during the coming Fiscal Year, and a list of anticipated categories of employment and services required for activities anticipated over the coming Fiscal Year.

- 5.4.5 No later than March 1 of each year, NTI shall provide the PCWG with a list of Inuit contractors, Inuit Firms and potential Inuit employees interested in participating in the listed activities.
- 5.4.6 Upon receipt of the required lists pursuant to subsections 5.4.4 and 5.4.5, the PCWG shall meet to consider the design and packaging of Parks Contracts for the coming Fiscal Year in view of the objectives in subsection 5.4.7 below, and to make recommendations to the GN on the design and packaging of Parks Contracts.
- 5.4.7 The GN shall design and package Parks Contracts in keeping with the following objectives:
- (a) to set the date, location, and terms and conditions for bidding so that Inuit and Inuit Firms may bid more readily;
 - (b) to set evaluation criteria for requests for proposals so that Inuit and Inuit Firms may more successfully compete;
 - (c) to invite bids by commodity groupings to permit smaller and more specialized firms to bid;
 - (d) to permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
 - (e) to design construction contracts in a way so as to increase the opportunity for smaller and more specialized firms to bid;
 - (f) to avoid artificially inflated employment skills requirements not essential to the performance of contractual obligations; and
 - (g) to identify and address exceptional circumstances concerning the design and packaging of Parks Contracts.
- 5.4.8 All requests for proposals and tender calls issued by the GN for Parks Contracts shall include only those professional, employment and skills requirements that are essential for performance.
- 5.4.9 All requests for proposals and tender calls issued by the GN for Parks Contracts shall provide Inuit and Inuit Firms with a minimum of fifteen (15) days to respond and, in any event, no less time than available to any non-Inuit firm.
- 5.4.10 In the event that the GN intends to design or package a Parks Contract contrary to the recommendations of the PCWG, or if no consensus is reached by the PCWG and the GN intends to design or package a Parks Contract contrary to the recommendations of any member of the PCWG, the GN shall provide the PCWG with written notice and

reasons. In this event, the matter shall be referred to the next review to be conducted pursuant to section 5.9.

5.5 Bid Adjustment and Evaluation Process

- 5.5.1 Except where a member is in a conflict of interest under GN conflict of interest guidelines, a member of the PCWG may, at his or her option, participate in the opening and evaluation of all tenders as a member of the evaluation team.
- 5.5.2 The GN shall invite an Inuit appointee from one of the PCWG, the NJPMC, or the Relevant CJPMC, to participate in each evaluation of requests for proposals as a member of the evaluation team. The GN's selection shall be based on the location and nature of the Contract, and any special skills or knowledge to be evaluated. The Inuit appointee invited pursuant to this subsection shall not be in a conflict of interest under GN conflict of interest guidelines.
- 5.5.3 Bid adjustment values applied to Parks Contracts let by way of tender pursuant to sections 11.1(c) and 11.2(c) of the NNI Policy shall be as follows:
- (a) for a Nunavut Firm, an adjustment of 8%;
 - (b) for a local firm, an adjustment of 4%; and
 - (c) for an Inuit Firm, an adjustment of 8%.
- 5.5.4 Calculation of bid adjustment values pursuant to subsection 5.5.3 shall include the general contractor and all subcontractors and suppliers.
- 5.5.5 The evaluation of tenders shall be subject to the following process:
- (a) initially, only tenders submitted by Inuit or Inuit Firms shall be opened;
 - (b) in the event that three or more Inuit or Inuit Firms submit a tender and two or more Responsive tenders are received from Inuit or Inuit Firms at a price that is within GN's available budget for the Contract:
 - (i) only the Inuit or Inuit Firm tenders shall be evaluated in accordance with this Article, including the bid adjustment values provided in subsection 5.5.3; and
 - (ii) a Parks Contract shall be awarded to the Inuit or Inuit Firm that submitted the lowest adjusted bid; and
 - (c) in the event that, the conditions stated in subsection 5.5.5(b) are not met:

- (i) all tenders that have been submitted shall be opened and evaluated in accordance with this Article, including the bid adjustment values provided in subsection 5.5.3; and
- (ii) a Parks Contract shall be awarded to the tenderer that submitted the lowest adjusted bid.

5.5.6 Subsection 5.5.5 shall be reviewed after two contract seasons, and annually thereafter, through the review conducted pursuant to section 5.9, for the purpose of assessing whether the subsection is proving successful in increasing the ability of Inuit and Inuit Firms to successfully compete for Parks Contracts. In the event that subsection 5.5.5 is not deemed by the Parties to be successful in increasing the ability of Inuit and Inuit Firms to successfully compete for Parks Contracts, the Parties shall negotiate in good faith for the purposes of amending subsection 5.5.5 to increase its effectiveness.

5.5.7 In the evaluation process for the award of Parks Contracts where the total Contract value is \$75,000 or less, and which are let by way of request for proposal, Inuit content criteria included in the evaluation criteria shall be, at a minimum:

- (a) 17% for Inuit employment; and
- (b) 8% for Inuit ownership.

5.5.8 In the evaluation process for the award of Parks Contracts where the total Contract value is \$75,000 or over, and which are let by way of request for proposal, Inuit content criteria included in the evaluation criteria shall be, at a minimum:

- (a) 17% for Inuit employment; and
- (b) 13% for Inuit ownership.

5.5.9 Calculation of Inuit content criteria for Inuit ownership pursuant to subsections 5.5.7 and 5.5.8 shall include the general contractor and all subcontractors and suppliers.

5.5.10 For greater certainty, bonuses and penalties shall apply to Parks Contracts in accordance with sections 12 and 13 of the NNI Policy.

5.6 Minimum Inuit Employment

5.6.1 The minimum Inuit employment level for Parks Contracts shall be based on the percentage of the dollar value of the bid or proposal designated for “labour,” and shall include costs related to Inuit employees and trainees, and any subcontractor’s Inuit employees and trainees.

- 5.6.2 Subject to subsection 5.6.3, the minimum Inuit employment level for each Parks Contract shall be 50%.
- 5.6.3 In the event that the GN intends to issue a contract solely for professional services, and the PCWG agrees that the list provided by NTI pursuant to subsection 5.4.5 does not include a sufficient number of qualified Inuit to ensure that the 50% minimum Inuit employment level can be met, then the minimum Inuit employment level shall be set by the GN in consultation with the PCWG.
- 5.6.4 The GN shall keep a record of the process and outcomes for tenders and for requests for proposals pursuant to this section and shall provide this information to the PCWG pursuant to subsection 5.9.1.

5.7 Municipalities

- 5.7.1 Municipalities shall not be eligible to bid on Parks Contracts except in exceptional circumstances as determined by the PCWG.

5.8 Monitoring and Enforcement

- 5.8.1 The GN shall monitor the performance of Parks Contracts to ensure the contractor's compliance with the requirements of this Article. The GN shall promptly notify the PCWG in writing of any failure on the part of a contractor to perform its Contract in conformity with this Article.
- 5.8.2 The GN shall immediately take whatever remedial measures are necessary or appropriate to remedy or address a failure of the kind described in subsection 5.8.1, including one or more of the following measures, as appropriate:
- (a) requiring the contractor to undertake additional measures to achieve the criteria;
 - (b) providing the contractor with information about specific Inuit or Inuit Firms who are known to be available and qualified for employment or for contracting and advising the contractor that further enforcement measures may be taken if the criteria are not met;
 - (c) withholding progress payments;
 - (d) issuing a stop work order;
 - (e) imposing penalties; and
 - (f) terminating the contract.

5.8.3 The GN shall immediately notify the PCWG of the remedial measures taken in accordance with subsection 5.8.2.

5.9 Review of Parks Contracting and Contract Management

5.9.1 After the close of each construction season, the GN shall provide the PCWG with information regarding:

- (a) all Parks Contracts that the GN let during the previous 12-month period;
- (b) any instances where the GN packaged a Parks Contract contrary to the recommendations of the PCWG, with the reasons for each instance;
- (c) any instances where a contractor failed to conform with this Article, and the remedial measures taken by the GN in each instance;
- (d) the number, amount and awards of contracts for goods and services valued at between \$1,000 and \$5,000;
- (e) a summary of the process and outcomes of tenders and requests for proposals pursuant to sections 5.5 and 5.6; and
- (f) a copy of any GN legislation, regulations, policies and procedures applicable to Parks Contracts that were not provided in an earlier year under this subsection.

5.9.2 The PCWG shall meet annually to review Parks Contracts for the prior season pursuant to Article 5.

5.9.3 At the time of their annual review, the PCWG shall consider whether aspects of the GN's operation of a Territorial Park may be contracted out to a DIO in accordance with the provisions of section 5.10.

5.9.4 To the extent practicable, the PCWG shall hold its meeting regarding Contract design pursuant to subsection 5.4.6 at the same time as the review pursuant to subsection 5.9.2.

5.9.5 The PCWG or the NJPMC may provide the GN with recommendations addressing Parks contracting procedures and other matters pursuant to Article 5.

5.9.6 In connection with the review of the IIBA required pursuant to subsections 15.5.4 or 15.5.5, the PCWG shall undertake a comprehensive review of Article 5 in the second and fifth years after the IIBA is signed, and thereafter at seven (7) year intervals. These reviews shall be provided to the Parties, and to the independent IIBA reviewer for their consideration.

5.10 Right of First Refusal for Business Opportunities and Ventures

- 5.10.1 Subject to subsection 5.10.2, for the purposes of this Article, a Business Opportunity or Venture means a Parks Contract or Contracts to provide goods or services to the GN or to the public over a period of more than one year.
- 5.10.2 A Business Opportunity or Venture does not include a Contract intended to be performed within one 12 month period, the performance of which extends beyond one year due to delays, deficiencies or unexpected field season requirements.
- 5.10.3 For greater certainty, a Business Opportunity or Venture may include operation and maintenance contracts within a Park, and contracts entered into by the GN for the provision of goods or services with respect to any activities conducted by the GN in connection within a Park.
- 5.10.4 For greater certainty, the rights applicable to Business Opportunities and Ventures pursuant to section 5.10 are in addition to those respecting Parks Contracts contained elsewhere in this Article.
- 5.10.5 In the event that the GN intends to contract out a Business Opportunity or Venture with respect to a Park, it shall, in accordance with the procedure set out in Schedule 5-1, notify NTI or the relevant Designated Inuit Organization (DIO) of its right of first refusal to operate the Business Opportunity or Venture.
- 5.10.6 In the event that the GN intends to renew or amend an existing Business Opportunity or Venture, and the renewal or amendment is substantially different in nature or location from the existing Contract, the right of first refusal and the procedure set out in Schedule 5-1 shall apply.
- 5.10.7 In the event that any person or firm applies to the GN to assign or otherwise transfer an existing Business Opportunity or Venture, the applicant shall provide to the GN a copy of the applicant's "Notice of Right of First Refusal" in the form provided in Schedule 5-1, together with confirmation of the date when the notice was provided to the DIO, and the DIO employee who received it, before the GN may grant the application. Parks licenses and permits issued in connection with Business Opportunities and Ventures shall include this requirement.

5.11 Right of First Refusal for Park Use Permits/Business Licences

- 5.11.1 If a non-Inuk or non-Inuit firm applies for a park use permit or business licence to carry on a business in a Territorial Park for which a quota has been established, the GN shall, in accordance with the procedure set out in Schedule 5-2, give the Relevant RIA or its designate a right of first refusal to acquire a park use permit or business licence to carry on a business that is substantially similar to that described in the non-Inuit application.
- 5.11.2 Where a non-Inuk or non-Inuit firm applies for a renewal or the amendment of an existing park use permit or business licence for which a quota has been established and the nature or location of the business is substantially different from that carried out under the existing permit or licence, the right of first refusal and the procedure set out in Schedule 5-2 shall apply.
- 5.11.3 In the event that any person or firm applies to assign or otherwise transfer a park use permit or business licence for which a quota has been established, the applicant shall provide to the GN a copy of the applicant's "Notice of Right of First Refusal" in the form provided in Schedule 5-2, together with confirmation of the date when the notice was provided to the DIO, and the DIO employee who received it, before GN may grant the application. Parks licenses and permits for which quotas have been established shall include this requirement.
- 5.11.4 The Relevant RIA may give written notice at any time of a designate for the purposes of subsection 5.11.1. Such designate must be an Inuk or Inuit Firm.

Schedule 5-1 - Procedure For Right Of First Refusal For A Business Opportunity Or Venture

1. Where the GN intends to contract out a Business Opportunity or Venture, it shall notify NTI or the relevant DIO in writing of such intent. The GN's notice shall include a description of the nature of the Business Opportunity or Venture.
2. Within fourteen (14) days of receiving the GN's notice, the DIO shall provide the GN with a written expression of interest, and shall be entitled upon request to receive a list of all reports and other materials in the GN's possession relevant to the economic feasibility of the Business Opportunity or Venture. The DIO shall be deemed to have declined its right of first refusal in the event that it has not provided the GN with an expression of interest within fourteen (14) days of receiving the GN's notice.
3. The GN's notice shall state a reasonable date for final response from the DIO in the form of a complete project proposal. The GN may consent to a longer period of time for a final response due to the complex or detailed nature of the Business Opportunity or Venture, or for other reasons. In any event, the date for final response shall not be less than sixty (60) days from the date of the GN's initial notice.
4. The GN's consent to a longer period of time under number 3 of this Schedule shall not be unreasonably withheld.
5. Unless otherwise agreed, the DIO shall be deemed to have declined its right of first refusal in the event that the DIO has not provided the GN with a complete project proposal by the date for final response.
6. If the DIO submits a timely project proposal to the GN, the GN shall, within fourteen (14) days:
 - (a) approve the proposal, with or without conditions,
 - (b) reject the proposal, or
 - (c) request a meeting, to be held within fourteen (14) days, to discuss and conclude whether the DIO will accept one or more GN-proposed variations to its proposal.
7. If the GN approves the DIO's proposal, or the GN and the DIO agree on a variation to the proposal, the GN shall enter into a contract with the DIO for the Business Opportunity or Venture.
8. The GN shall not reject or propose to vary a proposal from the DIO without just cause. If the GN rejects or proposes to vary the DIO's proposal, it shall notify the DIO in writing and shall provide the reasons for the rejection or proposal to vary.

9. At the written request of the DIO, the GN may extend any time period set out in this Schedule.

Transfer or Assignment of a Business Opportunity or Venture

10. In the event that, pursuant to subsection 5.10.7, any person or firm seeks to transfer or assign an existing Business Opportunity or Venture, the “Notice of Right of First Refusal” in the form attached shall be provided to the GN, together with confirmation of the date when the notice was provided to the relevant DIO, and the name of the DIO employee who received it.

**NOTICE OF RIGHT OF FIRST REFUSAL
(Business Opportunity or Venture)**

TAKE NOTICE, that the undersigned

_____ (name)

on behalf of _____ (company or business name)

proposes to transfer or assign a Business Opportunity or Venture as defined in section 5.10 of the *Umbrella Inuit Impact and Benefit Agreement for Territorial Parks in the Nunavut Settlement Area*.

YOU HAVE SIXTY (60) DAYS, OR A LONGER PERIOD OF TIME IF AGREED WITH THE GOVERNMENT OF NUNAVUT, TO EXERCISE A RIGHT OF FIRST REFUSAL with respect to the attached contract between the Government of Nunavut and

_____ (company or business name), dated _____,

YOU ARE ENTITLED to request and receive from the Government of Nunavut any report or other material in possession of the Government of Nunavut, which is relevant to the history or economic feasibility of this Business Opportunity or Venture.

The Government of Nunavut contact for purposes of discussing this right of first refusal, and for obtaining information to which you are entitled is identified on page _____ of the attached contract.

UPON EXPIRY OF SIXTY (60) DAYS from the date this notice is provided **OR A LONGER AGREED UPON PERIOD OF TIME**, you shall be deemed to have declined this right of first refusal, and the Government of Nunavut may award the transfer of this Business Opportunity or Venture to any qualified applicant.

Signed _____

_____ (company or business name)

Contact Information _____

Schedule 5-2 - Procedure For Right Of First Refusal For A Park Use Permit Or Business Licence For Which A Quota Has Been Established

1. As soon as possible after receiving a permit or license application to which this Schedule applies, the GN shall:
 - (a) provide the RIA or its designate with notice in writing that an application subject to this Schedule has been received, including a brief description of the nature of the business activity proposed and, in general terms, the geographical location in the Park where the business is proposed to be carried on; and
 - (b) notify the applicant in writing that the processing of the application is subject to the RIA's right of first refusal set out in Article 5, provide the applicant with a copy of Article 5 and this Schedule, and advise that the application will be processed in accordance with the procedure set out in this Schedule.
2. Within fourteen (14) days after the day the RIA receives the notice from the GN, the RIA or its designate shall notify the GN in writing whether or not it intends to take advantage of its right of first refusal to acquire a park use permit or business licence. The RIA or its designate shall be deemed to have declined its right of first refusal in the event that it has not provided the GN with notice within fourteen (14) days of receiving the GN's notice.
3. If the RIA or its designate advises the GN in writing that it does not intend to take advantage of its right of first refusal to acquire a park use permit or business licence or if no notice is received by the GN pursuant to number 2 above, the GN may notify the original applicant and may proceed to process the original application.
4. If the RIA or its designate advises the GN in writing in a timely manner that it intends to take advantage of its right of first refusal:
 - (a) the GN shall so notify the original applicant; and
 - (b) within sixty (60) days after the RIA or its designate gives notice to the GN pursuant to number 2 of this Schedule, or such longer period of time as may be consented to by the GN due to the complex or detailed nature of the application or for other reasons, the RIA shall submit one or more applications to the GN for a park use permit or business licence to carry on a business that is substantially similar in nature and location to the business proposed by the original applicant.
5. The GN's consent to a longer period of time under number 4(b) of this Schedule shall not be unreasonably withheld.

6. If, after having advised the GN that it intends to take advantage of its right of first refusal, the RIA or its designate fails to submit an application within sixty (60) days:
 - (a) the RIA or its designate shall be deemed to have declined its right of first refusal; and
 - (b) the GN may process the original application.
7. If, after having advised the GN that it intends to take advantage of its right of first refusal, the RIA or its designate decides not to take advantage of its right of first refusal:
 - (a) the RIA or its designate shall so notify the GN in writing; and
 - (b) the GN may process the original application.
8. If the RIA or its designate submits an application for a park use permit or business licence within sixty (60) days in accordance with number 4 of this Schedule, the GN shall have fourteen (14) days to:
 - (a) issue the park use permit or business licence to the RIA or its designate and notify the original applicant in writing; or
 - (b) reject the application.
9. The GN shall not reject an application from the RIA or its designate for a park use permit or business licence without just cause. If the GN rejects an application from the RIA or its designate it shall notify the RIA or its designate in writing of the rejection and the reasons for the rejection.
10. If the GN rejects an application from the RIA or its designate under number 8(b) of this Schedule, the RIA or its designate may submit a further application within fourteen (14) days after the day it receives the notice of rejection from the GN. If the RIA or its designate submits a further application within fourteen (14) days, it maintains its right of first refusal to apply for a park use permit or business licence until the day it receives a notification in writing from the GN that it either approves or rejects the further application and the reasons for the decision.
11. For each park use permit or business licence, the RIA or its designate is entitled to only one fourteen (14) day period within which it may submit a further application and maintain its right of first refusal.
12. Subject to the procedure contained in this Schedule, the original applicant may resubmit its original application or submit a new application for a park use permit or business licence.

13. At the written request of the RIA or its designate, the GN may extend any time period set out in this Schedule.

Transfer or Assignment of a Business Licence or Permit

14. In the event that, pursuant to subsection 5.11.3, any person or firm seeks to transfer or assign an existing Business License or Permit, the “Notice to DIO of Right of First Refusal” in the form attached shall be provided to the GN, together with confirmation of the date when the notice was provided to the relevant DIO, and the name of the DIO employee who received it.

**NOTICE OF RIGHT OF FIRST REFUSAL
(Park Use Permit or Business Licence)**

TAKE NOTICE, that the undersigned

_____ (name)

on behalf of _____ (company or business name)

intends to transfer or assign a Business Licence or Permit, which is subject to section 5.11 of the *Umbrella Inuit Impact and Benefit Agreement for Territorial Parks in the Nunavut Settlement Area*.

YOU HAVE SIXTY (60) DAYS, OR A LONGER PERIOD OF TIME IF AGREED WITH THE GOVERNMENT OF NUNAVUT, TO EXERCISE A RIGHT OF FIRST REFUSAL with respect to the attached contract between the Government of Nunavut and

_____ (company or business name, if any), dated _____,

YOU ARE ENTITLED to request and receive from the Government of Nunavut any report or other material in possession of the Government of Nunavut, which is relevant to the history or economic feasibility of this Park Use or Business.

The Government of Nunavut contact for purposes of discussing this right of first refusal, and for obtaining information to which you are entitled is identified on page _____ of the attached permit.

UPON EXPIRY OF SIXTY (60) DAYS from the date this notice is provided **OR A LONGER AGREED UPON PERIOD OF TIME**, you shall be deemed to have declined this right of first refusal, and the Government of Nunavut may award the transfer of the business licence or permit to any qualified applicant

Signed _____

_____ (company or business name)

Contact Information _____

Article 6 - Educational And Employment Benefits

6.1 Principles and Objectives

6.1.1 This Article recognizes and reflects the following principles:

- (a) there is a need to educate youth about tourism and parks-related employment and career opportunities in Nunavut, and to encourage youth to pursue such opportunities;
- (b) opportunities are needed for Inuit to receive education, training, support, and experience to prepare for and succeed in tourism and parks-related employment and careers; and
- (c) recruitment, hiring and training practices should be designed to increase Inuit participation in employment to a representative level in the Nunavut Settlement Area in accordance with Article 23 of the *NLCA*.

6.1.2 This Article has the following objectives:

- (a) to educate youth about tourism and parks-related employment and career opportunities and to encourage youth to pursue such opportunities;
- (b) to provide adequate opportunities for Inuit to receive education, training, experience and support on a consistent and on-going basis to prepare for and succeed in tourism and parks-related employment and careers; and
- (c) to increase Inuit participation in tourism and parks-related employment to a representative level in the Nunavut Settlement Area, consistent with Article 23 of the *NLCA*.

6.2 Youth Education and Employment Initiatives

6.2.1 The GN shall, in consultation with the Relevant CJPMC and with school officials:

- (a) develop and distribute to Nunavut secondary schools an information package designed to be part of Nunavut secondary school career counseling efforts, which explains tourism and parks-related jobs, career and business opportunities to students;
- (b) establish and maintain appropriate communication linkages with Nunavut secondary schools to communicate and update regularly tourism and parks-related information to students through various media;

- (c) participate regularly in providing tourism and parks-related information at job fairs aimed at young people;
- (d) deliver an annual award in each region for secondary school students who are top achievers in a Parks-related field of study; and
- (e) establish an appropriate summer, short-term and casual parks employment program targeted at Inuit secondary and post-secondary students and Inuit youth who are not in school with a goal of maximizing Inuit youth employment.

6.3 Recruitment and Hiring

6.3.1 The Superintendent shall seek the advice of the NJPMC on recruitment and hiring for all Parks-related positions, including, without limitation:

- (a) policies and procedures for filling positions, including methods of advertising;
- (b) hiring criteria and qualifications, including the weight to be attached to these; and
- (c) job descriptions and statements of qualifications.

6.3.2 The GN shall give special consideration to the following criteria when establishing hiring criteria and qualifications for Parks-related positions:

- (a) knowledge of Inuit culture, society and economy;
- (b) community awareness;
- (c) fluency in Inuktitut;
- (d) knowledge of environmental characteristics of the Nunavut Settlement Area;
- (e) relevant northern experience; and
- (f) knowledge of this IIBA and the *NLCA*.

- 6.3.3 The Superintendent shall invite an Inuit-appointed member of the NJPMC to be involved in the selection panel or board for all Parks-related positions. If an Inuit member of the NJPMC is not available, the NJPMC may designate another of its members or any other person to be involved in the panel or board.
- 6.3.4 When recruiting for Parks-related positions, the GN shall give preference to qualified Inuit, including unilingual Inuktitut speakers when knowledge of English is not necessary for safety purposes.

6.4 Employment and Staff Training

- 6.4.1 Subsequent to the hiring of an Inuit employee in a Parks-related position, and to encourage the advancement of Inuit in Parks-related positions, the employee's supervisor shall develop a career and training plan with the Inuit employee.
- 6.4.2 The career and training plan required under subsection 6.4.1 shall include, without limitation:
- (a) specific training to enhance skills required for the existing position;
 - (b) Inuktitut language training;
 - (c) a description of the employee's short- and long-term career goals; and
 - (d) measures designed to meet the employee's career goals.
- 6.4.3 The GN shall provide each Inuit employee with reasonable training opportunities such as on-the-job training, continuing education and educational leave.
- 6.4.4 The training opportunities provided under subsection 6.4.3 shall be designed to accommodate the employee's needs as an Inuk, taking into account Inuit culture and lifestyle. The Parties anticipate that this may include:
- (a) delivering training programs in Inuktitut;
 - (b) providing mentoring programs; and
 - (c) providing training in Nunavut.
- 6.4.5 Further to the monitoring and reporting required by Article 23 of the *NLCA*, the GN shall provide an annual report to the NJPMC and the Parties on the progress achieved under its Inuit Employment Plan.

- 6.4.6 In keeping with the GN's obligations under Article 23 of the *NLCA*, funding to fulfil the obligations identified in sections 6.2, 6.3 and 6.4 shall not be derived from resources targeted for IIBA implementation.

6.5 Educational Programs

- 6.5.1 In accordance with the IIBA Implementation Plan, the Parties, in consultation with the NJPMC, shall enter into discussions with Nunavut Arctic College to identify priorities and fill omissions in the education or training programs that are offered to prepare interested Inuit to pursue tourism and parks-related employment, career and business opportunities. The following areas will be considered:

- (a) ecology, including traditional ecological knowledge;
- (b) biology;
- (c) renewable resource management;
- (d) environmental technology;
- (e) archaeology;
- (f) anthropology;
- (g) history;
- (h) geography;
- (i) administration;
- (j) business management;
- (k) financial management;
- (l) human resource management;
- (m) accounting;
- (n) bookkeeping;
- (o) geographic information systems; and
- (p) remote sensing.

Article 7 - Park Information, Materials And Facilities

7.1 Principles and Objectives

7.1.1 This Article recognizes and reflects the following principles:

- (a) all information produced for Territorial Park educational and promotional purposes should be produced in Inuktitut;
- (b) the archaeological and oral history record of Inuit represents part of Inuit heritage, and the documentation and conservation of the archaeological record and Inuit oral history related to Territorial Parks and surrounding areas is of primary importance to Inuit;
- (c) Territorial Parks information, materials and facilities should educate the residents of Nunavut, and visitors, about the culture and heritage of Inuit, and the archaeological and oral history record of Inuit should be central to the development of interpretative information, material and facilities;
- (d) the development of interpretative information, material and facilities related to the natural and cultural resources in Territorial Parks and surrounding areas including, in particular, Inuit cultural and heritage resources, should be designed to advance the tourism potential of Territorial Parks;
- (e) Territorial Park information, material and facilities should benefit Inuit in Affected Communities and in Nunavut, and should further the understanding of Inuit Qaujimajatuqangit and other aspects of Inuit culture and heritage; and
- (f) Inuit should fully participate in the development of information, material and facilities for Territorial Parks.

7.1.2 This Article has the following objectives:

- (a) to ensure that Inuktitut is used in the planning, establishment, operation and management of Territorial Parks;
- (b) to ensure that Territorial Park information, material and facilities reflects and incorporates Inuit Qaujimajatuqangit, with special regard to material regarding wildlife, heritage and culture, a Park's physical features or a Park's ecology;
- (c) to develop interpretative information, material and facilities related to the natural and cultural resources in Territorial Parks and surrounding areas, in ways that further the tourism development of Parks and educate residents of

Nunavut and visitors about Park resources including, in particular, Inuit cultural and heritage resources; and

- (d) to further the understanding of Inuit Qaujimajatuqangit, and other aspects of Inuit culture and heritage.

7.2 Inuktitut Language Requirements

7.2.1 Unless otherwise agreed by the Parties, the following shall be available in Inuktitut:

- (a) all written, audio, video or electronic information that is produced by or for the GN and is aimed at informing the public about a Park;
- (b) all documents prepared by or for the GN for use by the NJPMC or CJPMCs;
- (c) all documents prepared further to direction elsewhere in this IIBA; and
- (d) all signs in a Park and all signs that concern a Park and are located in an Affected Community or in a region that contains an Affected Community.

7.3 Park Interpretative Programs

7.3.1 Following the completion of the Inventory of Park Resources under Article 14, and in accordance with schedule in the IIBA Implementation Plan, the GN shall develop or commission the development of a Park Interpretative Program for each Park. The terms of reference for the Program shall be determined in consultation with the Relevant CJPMC.

7.3.2 Park Interpretative Programs shall be designed to, among other things:

- (a) educate and inform residents of Nunavut and visitors about the Park's resources, including, in particular, Inuit cultural and heritage resources and the protection of archaeological specimens and sites of archaeological or cultural significance;
- (b) enhance the tourism potential of Parks by attracting visitors to the Park, the Affected Community and surrounding areas, through park interpretation, interpretive signs, displays, brochures and information about Park resources, and, in particular, Inuit cultural and heritage resources;
- (c) use Inuit Qaujimajatuqangit, with special regard to a Park's physical features, ecology, wildlife, and Inuit heritage and culture;

- (d) improve the ability of Inuit Tourism Providers including, in particular, Inuit guides, outfitters and park interpreters, to provide interpretative information to visitors on all aspects of Parks' resources, including, in particular, material on Inuit cultural and heritage resources; and
- (e) educate local residents, through the schools, on all aspects of Parks' resources, including, in particular, Inuit cultural and heritage resources

7.3.3 Each Park Interpretative Program shall include, at a minimum, in Inuktitut and English:

- (a) interpretative signs, displays, brochures and information about the resources of the Park and surrounding areas, and, in particular, Inuit cultural and heritage resources, for use in the Park and in the Visitor Centre or similar facility in the Affected Community and by Inuit Tourism Providers including, in particular, Inuit guides, outfitters and park interpreters;
- (b) brochures and information that are not otherwise produced for retail sale, and that are suitable for use by Inuit Tourism Providers including, in particular, Inuit guides, outfitters and park interpreters, on all aspects of the Park's resources, including, in particular, material on Inuit cultural and heritage resources; and
- (c) material suitable for display and use for educational purposes in the schools on all aspects of the Park's resources, including, in particular, Inuit cultural and heritage resources, including at least one program aimed at students of elementary school level and one program aimed at students of secondary school level in the Affected Community.

7.3.4 The GN shall consult the Relevant CJPMC regarding the type, design and content of material that will be included in the Park Interpretative Program.

7.3.5 On the recommendation of the Relevant CJPMC, the GN shall include areas beyond the Park's boundaries in the Park Interpretative Program in order to address significant cultural or natural resources or human use of the area.

7.3.6 Where required pursuant to subsection 7.3.3 (c), and where otherwise reasonable for display or use in schools, a copy of the materials prepared for each Park Interpretative Program shall be provided at no cost to the schools in the Affected Community.

7.4 Promotional, Educational and Informational Material

- 7.4.1 Before developing or contracting for the development of any promotional, educational or informational material in connection with a Park, the GN shall consult with the Relevant CJPMC regarding the proposed type, design and content of the material to be developed.
- 7.4.2 In reviewing a proposal under subsection 7.4.1, the CJPMC shall consider whether and how the proposal plans to incorporate Inuit Qaujimagatuqangit, with special regard to a Park's physical features, ecology, wildlife, and Inuit heritage and culture and the protection of archaeological specimens and sites of archaeological or cultural significance.
- 7.4.3 The CJPMC may make additional recommendations to better incorporate Inuit Qaujimagatuqangit in promotional, educational or informational material, including identifying local and regional Inuit groups that should be consulted.
- 7.4.4 The GN shall include in any information or promotional material available to visitors or persons inquiring about a Park:
- (a) the names and addresses of Inuit Tourism Providers located in each Affected Community;
 - (b) an English-Inuktitut glossary of basic phrases and terms that may be useful to visitors; and
 - (c) other appropriate information promoting the Park and the region prepared by government, tourism organizations, or Inuit businesses.
- 7.4.5 The GN and the NJPMC shall review information developed by other bodies and other levels of government regarding tourism promotion, and information developed by Inuit Tourism Providers on a local, regional and Nunavut-wide basis, in order to identify material that is suitable for:
- (a) inclusion in Park information or promotional material; or
 - (b) distribution through GN channels.

7.5 Park Facilities and Assets

- 7.5.1 GN planning for facilities, displays or exhibits for Parks on a Nunavut-wide basis shall be done in consultation with the NJPMC.

- 7.5.2 The development of facilities, displays and exhibits for a Park shall be consistent with an approved Management Plan. Prior to the approval of a Management Plan, the GN shall consult with the Relevant CJPMC respecting the type, design and location of facilities, displays and exhibits for the Park and within the Affected Community.
- 7.5.3 Annual planning for capital and operating expenditures for Parks shall be done in consultation with the NJPMC. In allocating resources for capital expenditures among Parks and Proposed Parks, the GN shall take into account the views of the CJPMCs.
- 7.5.4 If the GN intends to dispose of a surplus asset of a Park without inviting or soliciting a competitive bid or tender or by sale, it shall seek the advice of the Relevant RIA on possible recipients for the asset.

7.6 Use of Visitor Centres

- 7.6.1 Where practicable, the GN shall ensure that Visitor Centres in Affected Communities are available for multi-purpose use by organizations and schools in the Affected Community in the off-season.

Article 8 - Cultural And Heritage Resources

8.1 Principles and Objectives

8.1.1 This Article recognizes and reflects the following principles:

- (a) the lands, waters and resources within the boundaries of Territorial Parks have been and continue to be an integral part of Inuit culture and heritage; in particular, there are areas of special importance to Inuit that must be protected and conserved;
- (b) the archaeological and ethnographic record in Territorial Parks represents part of the heritage of Inuit and is of cultural, spiritual, historical, and educational importance to Inuit;
- (c) the identification, protection and conservation of archaeological sites and specimens and the interpretation of the archaeological and ethnographic record in Territorial Parks is of primary importance to Inuit and their involvement is both desirable and necessary; and
- (d) Inuit and Government should work together to manage and conserve archaeological sites and specimens in Territorial Parks.

8.1.2 This Article has the following objectives:

- (a) to protect and conserve areas that are important to Inuit for cultural, spiritual, historical, ethnographic or archaeological reasons, thereby helping to preserve and promote Inuit heritage and culture;
- (b) to protect and conserve archaeological specimens and the archaeological and ethnographic record in Territorial Parks; and
- (c) to provide for joint Inuit and GN protection and conservation of archaeological specimens and the archaeological and ethnographic record in Territorial Parks.

8.2 Culturally Significant Sites

- 8.2.1 The GN shall identify and manage Culturally Significant Sites identified pursuant to subsection 14.4.10 within Territorial Parks in ways that:
- (a) ensure their protection and conservation, and preserve and promote Inuit culture and heritage, including Inuit Qaujimajatuqangit and oral history related to these Sites; and
 - (b) respects and is compatible with the role and significance of these Sites in Inuit culture.
- 8.2.2 The GN and the Relevant CJPMC shall consult with elders and other Inuit in the Affected Community having an interest in the cultural and archaeological resources of the Park in the design and implementation of measures to protect or manage each Culturally Significant Site.
- 8.2.3 The GN shall seek the advice of the Inuit Heritage Trust (“IHT”) and the NJPMC in the design and implementation of measures to protect or manage each Culturally Significant Site.
- 8.2.4 The GN shall take all measures that are reasonably required to protect or manage Culturally Significant Sites in furtherance of section 8.1 and subsection 8.2.1, including making regulations and imposing permit conditions.
- 8.2.5 In consultation with the CJPMC, the GN shall take such interim measures as are needed to protect a Culturally Significant Site prior to the enactment of appropriate regulations or other protective measures.
- 8.2.6 The GN shall report to the NJPMC and the IHT on the measures taken in accordance with subsections 8.2.4 and 8.2.5.
- 8.2.7 Upon receiving notification from any person about a concern regarding the protection or management of a Culturally Significant Site, the GN shall inform the NJPMC, the Relevant RIA and the Relevant CJPMC about the concern. The GN and the CJPMC shall jointly:
- (a) consult with elders and other Inuit in the Affected Community having an interest in the cultural and archaeological resources of the Park, and seek the advice of the IHT, before making a decision about how to respond to the concern; and
 - (b) take appropriate steps to address the concern and inform the NJPMC, the IHT and the Relevant RIA of their decision.

8.2.8 If a Culturally Significant Site is potentially threatened, the GN shall fully document the matter and submit a report in writing to the IHT with a copy to the NJPMC.

8.2.9 For greater certainty, the NJPMC and CJPMC may advise the Superintendent on all matters related to the management and protection of the archaeological and ethnographic resources within the Park.

8.3 Photographic Records and Archaeological Specimens

8.3.1 Where any archaeological specimen is permitted to be removed from a Park, the GN shall maintain a photographic record of the specimen and the location in which it was found and shall maintain accurate documentation of the specimen's original location.

8.3.2 At the request of the CJPMC, local Inuit, a local heritage society or similar organization in an Affected Community, the GN shall arrange for the local persons or group:

- (a) to review the photographic records and documentation referred to in subsection 8.3.1;
- (b) to identify photographs and documentation that are of particular significance to Inuit who reside in the Affected Community for the purpose of having them copied; and
- (c) to identify one or more locations in the Affected Community where the copies of the photographs and documentation shall be kept or displayed.

8.3.3 Upon completion of a review of the photographic records and documentation pursuant to subsection 8.3.2, the GN shall provide the local persons or group with copies of the photographs and documentation identified as being of particular significance to Inuit who reside in the Affected Community.

8.3.4 Upon the reasonable request of the CJPMC, local Inuit, a local heritage society or a similar organization in an Affected Community, the GN shall:

- (a) provide a reproduction of an archaeological specimen if the original cannot be kept in the community; or
- (b) recreate or replicate an archaeological site.

8.3.5 If GN undertakes or commissions a reproduction of an archaeological specimen or a recreation or replication of an archaeological site in a Territorial Park, the GN shall first consult the elders and other interested Inuit in the Affected Community, and seek the advice of the IHT.

Article 9 - Wildlife Resources

9.1 Principles and Objectives

9.1.1 This Article recognizes and reflects the following principles:

- (a) disruption of wildlife and wildlife habitat and impacts on Inuit harvesting as a result of the planning, establishment, operation and management of Territorial Parks should be avoided or minimized;
- (b) responsibility for management of wildlife in Territorial Parks must be consistent with Article 5 of the *NLCA*; and
- (c) the creation of a Territorial Park should have no net impact on community harvesting quotas.

9.1.2 This Article has the following objectives:

- (a) to ensure that the management of wildlife in Territorial Parks is consistent with Article 5 of the *NLCA*;
- (b) to avoid disruption of wildlife and impacts on Inuit harvesting as a result of the planning, establishment, operation and management of Territorial Parks;
- (c) to promote the protection and conservation of wildlife in Territorial Parks and surrounding areas; and
- (d) to ensure that harvesting quotas impacted by emergency and illegal kills in Territorial Parks are appropriately compensated.

9.2 Important Wildlife Areas

9.2.1 The GN shall provide the Nunavut Wildlife Management Board (NWMB) with information about Important Wildlife Areas obtained through subsection 14.4.10.

9.2.2 The GN shall at all times identify and manage Territorial Parks, and in particular, Important Wildlife Areas in ways that:

- (a) are consistent with Article 5 of the *NLCA*;
- (b) minimize disruption of wildlife, and promote the maintenance of vital, healthy wildlife populations;

- (c) avoid impacts on Inuit harvesting, including ensuring continued Inuit access to places where wildlife can be harvested efficiently and at appropriate seasons of the year; and
 - (d) respect the role and significance of harvesting within Inuit culture.
- 9.2.3 In consultation with the Relevant HTO, the Relevant RWO, where appropriate, and subject to the authority and jurisdiction of the NWMB as the main instrument of wildlife management as provided by Article 5 of the *NLCA*, and recognizing that Government retains ultimate responsibility for wildlife management, the GN shall take any measures that are required to protect or manage Important Wildlife Areas in furtherance of section 9.1 and subsection 9.2.2, including making regulations and imposing permit conditions. The GN shall take such interim protective measures as are needed prior to the enactment of appropriate regulations or other protective measures.
- 9.2.4 The GN shall report to the NWMB, the NJPMC, the Relevant HTO and the Relevant RWO on the measures taken in accordance with this Article.
- 9.2.5 Upon receiving notification from any person about a concern regarding the protection or management of wildlife in a Park, the GN shall inform the NWMB, the Relevant RWO, the NJPMC and the Relevant CJPMC about the concern. The GN and the CJPMC shall:
 - (a) consult with the NWMB, the Relevant RWO, where appropriate, and the Relevant HTO in the Affected Community, before making a decision about how to respond to the concern;
 - (b) subject to the authority of the NWMB as provided by Article 5 of the *NLCA*, take appropriate steps to address the concern; and
 - (c) inform the NWMB, the Relevant RWO, the Relevant HTO and the NJPMC of the steps taken.
- 9.2.6 If wildlife or an Important Wildlife Area is potentially threatened, the GN shall document the matter and submit a report in writing to the NWMB with a copy to the NJPMC and the Relevant CJPMC.
- 9.2.7 For greater certainty, the NJPMC and CJPMCs may advise the Superintendent on all matters related to the management and protection of wildlife and wildlife habitat within a Park.

9.3 Emergency, Illegal, or Accidental Kills of Polar Bears

- 9.3.1 In the event that a polar bear is killed in a Territorial Park by a GN employee or contractor, a Researcher other than a polar bear Researcher, an outfitter, a Visitor or a Park Volunteer, and following an investigation by the GN which deems the kill to be either an emergency kill, an illegal kill, or an accidental kill, the GN shall pay compensation in accordance with section 9.3.
- 9.3.2 Within thirty (30) days following the date on which the Affected Community's Total Allowable Harvest (TAH) for polar bears is set, the GN shall pay the Relevant HTO five thousand dollars (\$5,000) for each tag forfeited by the Community, either in the year of the kill or in a subsequent year, as a result of a reduction in that Community's TAH due to the polar bear kill.
- 9.3.3 Recognizing the value of polar bear research to all residents of Nunavut, including Inuit, and subject to subsection 9.3.4 and without prejudice to the renegotiations referenced therein, the GN shall pay the Relevant HTO three thousand five hundred dollars (\$3,500) for each tag forfeited by the Community if a polar bear is killed in a Park by a polar bear Researcher.
- 9.3.4 Recognizing and acknowledging that:
- (a) at the time of the signing of this IIBA, existing polar bear management memoranda of understanding (Polar Bear MOUs), are being renegotiated with HTOs and RWOs in Affected Communities;
 - (b) compensation for polar bear kills by Researchers across Nunavut will likely be addressed in the renewed Polar Bear MOUs; and
 - (c) the Parties are desirous of concluding this IIBA prior to the conclusion of the renewed Polar Bear MOUs;
- in the event that future Polar Bear MOUs provide for payment of compensation for polar bear kills by Researchers in an amount greater than \$3,500, that amount shall apply to polar bear kills by Researchers under subsection 9.3.3.
- 9.3.5 The GN shall consult with NTI and the Relevant HTO in determining the number of tags for which compensation is due under subsection 9.3.2. or 9.3.3.
- 9.3.6 For greater certainty, Article 6 of the *NLCA* shall continue to apply in Territorial Parks.

9.4 Emergency, Illegal, or Accidental Kills of Other Species

- 9.4.1 In the event that a member of any species that is subject to a TAH other than polar bear is killed in a Territorial Park by a GN employee or contractor, a Researcher other than a polar bear Researcher, an outfitter, a Visitor or a Park Volunteer, and following an investigation by the GN which deems the kill to be an emergency kill, an illegal kill, or an accidental kill, the GN, in consultation with NTI, shall determine and pay appropriate compensation to the Relevant HTO for each tag forfeited by the Affected Community, either in the year of the kill or in a subsequent year, as a result of a reduction in the Community's TAH due to the kill.
- 9.4.2 The GN shall consult with NTI and the Relevant HTO, in determining the number of tags for which compensation is due under subsection 9.4.1.

9.5 Disposal of Valuable Parts

- 9.5.1 Any valuable parts of wildlife killed in an emergency, illegal, or accidental kill shall be disposed of in accordance with section 5.6.55 of the *NLCA*.

Article 10 - Mineral Resources

10.1 Principles and Objectives

10.1.1 This Article recognizes and reflects the following principles:

- (a) in order for Inuit and other local residents to make well-informed decisions regarding the establishment of Territorial Parks, adequate information about Mineral resource potential must be acquired and communicated;
- (b) decisions regarding the establishment and boundaries of a Territorial Park should be based in part on Mineral resource potential;
- (c) Parks should generally be located so as not to encompass areas of high Mineral resource potential; and
- (d) Parks should not prevent access or infrastructure needs for the efficient development of Mineral resources in the vicinity of a Park or on Inuit Owned Lands.

10.1.2 This Article has the following objectives:

- (a) to provide Inuit and other local residents with adequate information about Mineral resource potential in Proposed Parks to ensure informed decision-making regarding the establishment and boundaries of Territorial Parks; and
- (b) to ensure that decisions regarding Territorial Parks are based in part on Mineral resource potential.

10.2 Mineral Resource Assessments

10.2.1 As part of the Inventory of Resources for a Territorial Park conducted pursuant to section 14.4, and before its establishment, the GN shall undertake an assessment of the Mineral resource potential within the boundaries of the Park.

10.2.2 Pursuant to subsection 10.2.1, and subject to section 14.4.3 of this IIBA, the GN and the Relevant CJPMC, in consultation with NTI, shall determine the scope of the assessment conducted, including what Minerals will be included in the assessment.

- 10.2.3 In making a determination under subsection 10.2.2, the GN and the Relevant CJPMC shall consider factors including:
- (a) the size and location of the Park;
 - (b) the state of current knowledge in the area within and surrounding the Park;
 - (c) the class of Park being proposed;
 - (d) existing knowledge of Mineral resource potential; and
 - (e) any funding that may be available from any sources to conduct an assessment.
- 10.2.4 Unless otherwise agreed by the Parties, IIBA implementation funding shall not be used to fund the cost of the assessment required pursuant to this Article.
- 10.2.5 The assessment conducted pursuant to subsection 10.2.1 shall be undertaken by appropriately qualified persons or organizations such as the Canada-Nunavut Geoscience Office, and shall follow accepted standards and practices.
- 10.2.6 The GN, in consultation with the Relevant RIA, shall ensure that, to the maximum extent possible, local Inuit prospectors and carvers are hired and that employment and training opportunities for Inuit are provided in the conduct of the assessment and in keeping with subsection 14.4.7 of this IIBA.
- 10.2.7 If the assessment determines significant Mineral resource potential, and as agreed by the CJPMC, the GN, in consultation with NTI, shall retain a consultant to reasonably evaluate the economic significance of the Mineral resource potential identified by the assessment.
- 10.2.8 If the assessment indicates a significant deposit or deposits of carving stone, the GN shall engage the services of local carvers to assist in the evaluation of the economic significance of the deposits.
- 10.2.9 All data and information collected, and interim reports produced in connection with the assessment, shall be made available to NTI, the NJPMC, the Relevant RIA and the Relevant CJPMC. The GN shall publish, in English and Inuktitut, a complete summary of the assessment in non-technical language.
- 10.2.10 The information described in subsection 10.2.9 shall be used by the GN and the Relevant CJPMC in determining Park boundaries, and in developing Park Master Plans, and Management Plans. In recommending the plans to the NJPMC for approval in accordance with Article 14 of this IIBA, the CJPMC shall demonstrate its consideration of the information.

- 10.2.11 In its approval of Master and Management Plans pursuant to Article 14, the NJPMC shall review all relevant aspects of Parks considering the assessment undertaken pursuant to this Article.
- 10.2.12 If the NJPMC feels the information described in subsection 10.2.9 was not sufficiently considered by a CJPMC, the NJPMC shall so advise the GN and CJPMC and request that the GN and CJPMC further review the Plan and any alternatives the NJPMC feels should be considered, and resubmit the Plan to the NJPMC for approval.

10.3 Access

- 10.3.1 The Parties shall address, by way of a Park-Specific Appendix to this IIBA, issues relating to access, whether wholly or partly inside Park boundaries or adjacent to them, to known or potential Mineral resources and the siting of infrastructure and facilities associated with the development of Minerals.
- 10.3.2 In developing the Park-Specific Appendix for Ijiriliq, Meliadine Esker Community Park, NTI, the Kivalliq Inuit Association, and the GN shall work together to ensure, subject to required approval processes and community processes, that a route is identified and approved to provide access to Inuit-owned parcels RI-01 and RI-02 for the purposes of Mineral development. The agreed access route may be adjacent to, wholly, or partially within the Park.
- 10.3.3 The GN shall not unreasonably prohibit or otherwise impose restrictions on access for the purpose of mineral development through the Ijiriliq, Meliadine Esker Community Park

Article 11 - Research In Territorial Parks

11.1 Principles and Objectives

11.1.1 This Article recognizes and reflects the following principles:

- (a) research that increases the body of scientific information, Inuit Qaujimajatuqangit and Inuit oral history available about the Arctic is beneficial to Inuit and other residents of Nunavut and should generally be encouraged;
- (b) there is a need for Researchers to establish effective and mutually beneficial relationships with Inuit, which should include reporting back to communities on the results of their research;
- (c) Inuit should be involved in and trained to do research in Nunavut and should be encouraged to pursue employment and careers in parks and tourism research-related fields;
- (d) Government responsibilities for research approvals must be balanced with Inuit interest in the same;
- (e) where available, Inuit Qaujimajatuqangit and Inuit oral histories should be used and given equal value in research; and
- (f) ongoing basic and applied research, and investigation and monitoring activities are necessary in order to make responsible decisions for the planning, establishment, operation and management of Parks.

11.1.2 This Article has the following objectives:

- (a) to promote Inuit participation in research and Inuit training to conduct research;
- (b) to provide for Inuit participation in decision-making regarding research approvals; and
- (c) to encourage use of Inuit Qaujimajatuqangit and Inuit oral histories in research, where appropriate.

11.2 Research Permits

- 11.2.1 Before any GN Minister issues a permit or provides approval or consent to the issuance of a permit by another department or agency for the conduct of any research in a Territorial Park, he or she shall seek the advice of the NJPMC regarding any terms and conditions to be attached to the permit.
- 11.2.2 All research permits shall include as a term and condition that a copy of any reports prepared by the Researcher be provided to the NJPMC, the Relevant CJPMC, and any local organizations with interests related to the research.
- 11.2.3 Where appropriate, the relevant Minister shall attach the following terms and conditions to any approval or consent to the issuance of a permit to conduct research within a Park:
- (a) Inuit field assistants shall be hired;
 - (b) the project shall include a formal training component for Inuit field assistants; and
 - (c) Inuit Qaujimaqatunqangit and Inuit oral histories shall be given equal value in research, where available.
- 11.2.4 Upon the request of an Inuit Researcher, the GN shall enter into a research assistance agreement with the Inuit Researcher that:
- (a) provides the Researcher with access to relevant research reports, research proposals, data bases and other information available to any GN departments or agencies that could assist the Researcher in carrying out his or her research subject to the *Access to Information and Privacy Act*;
 - (b) provides the Researcher with reasonable access to the necessary GN facilities and equipment, if available, during the data collection and data analysis stages of the research;
 - (c) waives user fees or other fees associated with research activities for the Researcher; and
 - (d) where reasonable, allows the Researcher to travel at no cost on GN aircraft flights, vehicles or water craft chartered for Parks purposes.
- 11.2.5 For greater certainty, Inuit Researchers are subject to the provisions of this Article.

Article 12 - Visitor Entry, Access And Use

12.1 Principles and Objectives

12.1.1 This Article recognizes and reflects the following principles:

- (a) Visitor use that is incompatible with Inuit use and access to Territorial Parks and surrounding areas should be avoided or minimized;
- (b) guiding by Inuit is an economic opportunity that should be facilitated in Territorial Parks; and
- (d) Visitor safety should be promoted.

12.1.2 This Article has the following objectives:

- (a) to avoid Visitor use that is incompatible with Inuit use and enjoyment of Parks;
- (b) to facilitate guiding by Inuit; and
- (c) to promote Visitor safety.

12.2 Inuit Use and Enjoyment

12.2.1 Park Management Plans shall identify entry points, access points, and routes through Parks that, where reasonable, are located and designed to ensure that Visitor use is compatible with Inuit access to and use of lands and resources.

12.2.2 If, after approval of a Management Plan, the GN receives notice of a concern regarding Visitor use that may be incompatible with Inuit access or use and enjoyment of lands or resources in a Territorial Park, the GN shall forward the matter to the Relevant CJPMC and the process for amending a Management Plan contained in section 14.11 shall apply. Where reasonable, the Minister shall approve an amendment relocating entry points, access point or Visitor routes, as applicable, to minimize such incompatible use.

12.2.3 Where entry points, access point or Visitor routes are identified in accordance with subsection 12.2.2, the GN shall provide written notice in the Visitor Centre or other appropriate place in the Affected Community.

12.3 Recommended or Required Guide Areas

- 12.3.1 Management Plans shall identify areas where it is recommended or required that a Visitor or Researcher be accompanied by an experienced guide who holds an appropriate outfitter's licence and is familiar with the area, including its terrain, weather conditions and wildlife.
- 12.3.2 The Relevant HTO shall be consulted on areas to be identified in a Management Plan pursuant to subsection 12.3.1.
- 12.3.3 If, after approval of a Management Plan, the GN receives notice of an area within which use of guides should be recommended or required, it shall forward the matter to the Relevant CJPMC and the process for amending a Management Plan contained in section 14.11 shall apply. Where reasonable, the Minister shall approve an amendment that identifies such an area.
- 12.3.4 Where an area is identified in accordance with subsection 12.3.1, the GN shall provide written notice with reasons in the Visitor Centre or other appropriate place in the Affected Community, along with a list of local licenced outfitters or guides and their contact numbers.

Article 13 - Parks Planning And Management Committees

13.1 Principles and Objectives

13.1.1 This Article recognizes and reflects the following principles:

- (a) Inuit Qaujimajatuqangit, developed by Inuit over centuries of living in a co-operative, sustainable relationship with their environment, provides a perspective and information about the ecosystems in and around Territorial Parks that is unique and critical to responsible decision-making regarding Territorial Parks;
- (b) in view of the particular relevance of Inuit Qaujimajatuqangit to Territorial Parks, and the potential benefits and impacts of Parks on Inuit, and as required by the *NLCA*, Inuit and Government should jointly plan and manage the lands, waters and resources within Territorial Parks;
- (c) as required by the *NLCA* and by sound decision-making principles, Inuit and other local residents must be involved in the planning and management of Territorial Parks;
- (d) a Nunavut-wide joint parks planning and management committee is an appropriate body to develop Nunavut-wide Parks initiatives; and
- (e) community-based joint parks planning and management committees are appropriate bodies to plan and manage specific Parks.

13.1.2 This Article has the following objectives:

- (a) to ensure that Inuit Qaujimajatuqangit substantially informs and influences decision-making in the planning, establishment, management and operation of Territorial Parks;
- (b) to ensure joint Inuit and Government decision-making concerning the use, management and conservation of the lands, water and resources within Territorial Parks in accordance with the *NLCA*;
- (c) to ensure that Inuit and other local residents are involved in the planning and management of Territorial Parks; and

- (d) to provide for planning and management of Territorial Parks that:
 - (i) recognizes that Inuit culture and heritage are derived from and are inseparable from the ecosystems of the Nunavut Settlement Area, and promotes public awareness and understanding of this special relationship between Inuit and the lands, waters and resources within a Park and surrounding areas;
 - (ii) supports the purposes for which Parks are established, consistent with Inuit use of the lands, waters and resources;
 - (iii) maximizes the benefit to Inuit from Parks-related opportunities; and
 - (iv) avoids the detrimental impacts of Parks on Inuit.

13.2 Nunavut Joint Planning and Management Committee

Establishment and Purpose

13.2.1 As soon as possible after the signing of this IIBA in accordance with the schedule in the IIBA Implementation Plan, a Nunavut-wide Joint Inuit/Government Parks Planning and Management Committee (the “Nunavut JPMC” or “NJPMC”) shall be established for Territorial Parks in the Nunavut Settlement Area.

13.2.2 The purposes of the Nunavut JPMC shall be:

- (a) to provide advice on all aspects of the planning, establishment, operation and management of Territorial Parks pursuant to section 14.12;
- (b) to fulfill the functions of the NJPMC set forth in Article 14 of this IIBA with respect to Nunavut-wide and individual Parks planning and management;
- (c) to fulfill the other functions of the NJPMC set forth in this IIBA, specifically in relation to:
 - (i) preparation of culturally appropriate consultation techniques pursuant to section 2.4;
 - (ii) the development, implementation and review of Inuit Tourism Strategies pursuant to sections 4.2 and 4.3;
 - (iii) the identification, implementation and review of training programs and tourism activities pursuant to sections 4.5 and 4.6;

- (iv) evaluation of requests for proposals for Parks Contracts pursuant to subsection 5.5.2 and providing of recommendations regarding Parks contracting pursuant to subsection 5.9.5;
 - (v) recruitment, hiring, employment, training and educational programs pursuant to sections 6.3, 6.4 and 6.5;
 - (vi) review of certain promotional material pursuant to subsection 7.4.5, and planning for Parks facilities and expenditures pursuant to section 7.5;
 - (vii) protection of Culturally Significant Sites pursuant to section 8.2;
 - (viii) management of Important Wildlife Areas pursuant to section 9.2;
 - (ix) consideration of Mineral resource assessments pursuant to Article 10;
 - (x) providing advice on research permits terms and conditions pursuant to Article 11;
 - (xi) approval of CJPMC work plans and funding for meetings pursuant to subsections 13.3.18 through 13.3.21, and development of CJPMC operational procedures pursuant to subsection 13.3.27; and
 - (xii) development of annual IIBA work plans and reports pursuant to subsections 15.2.3 and 15.5.1; and
- (d) to ensure that Inuit Qaujimajatuqangit substantially informs and influences decision-making in the planning, establishment, management and operation of Territorial Parks.

Appointment

13.2.3 Nunavut JPMC members should, whenever possible, have demonstrated interest, knowledge and experience in parks, tourism, or Inuit culture and heritage. The GN and the Relevant RIA shall advertise and solicit for appointees in appropriate media, and by local radio and posting in appropriate places in the Affected Community and by contacting local organizations, groups and persons with known interest in parks, tourism, and/or Inuit culture and heritage.

13.2.4 The NJPMC shall consist of eight members appointed as follows:

- (a) each of the three RIAs shall appoint one member;
- (b) the Minister shall appoint three members;

- (c) the Minister and NTI shall each appoint one staff member; and
 - (d) a chairperson shall be selected by the NJPMC from among its members.
- 13.2.5 Subject to subsection 13.2.6, an individual appointed to the NJPMC by an RIA shall be appointed to represent the interests of the Inuit of the relevant region and of Nunavut generally, and an individual appointed by the Minister pursuant to subsection 13.2.4 (b) shall be appointed to represent the interest of the people of Nunavut, but in neither case shall an appointee be considered an agent of his or her appointing body.
- 13.2.6 Staff members appointed by the Minister and by NTI to the NJPMC shall serve as agents of their appointing bodies.

Terms and Vacancies

- 13.2.7 Initially, two of the members appointed by an RIA and two members appointed by the Minister shall be appointed for a two-year term. Other and subsequent appointments shall be for a four (4) year term. A member may be re-appointed.
- 13.2.8 The Chairperson shall hold that position for a one-year term and may be reappointed.
- 13.2.9 A member may be removed by his or her appointing body at any time for any reason. The appointing body shall provide reasons for removal to the NJPMC.
- 13.2.10 When a vacancy occurs, the body that made the original appointment shall appoint a replacement member within sixty (60) days after it receives notice of the vacancy. The term for an appointment of a replacement member shall be for the duration of the term of the original appointee.

Training

- 13.2.11 The Nunavut JPMC shall hold at least one training and orientation workshop within its first year of operation.
- 13.2.12 The workshop(s) held pursuant to subsection 13.2.11 shall be sufficient to:
- (a) familiarize the members with Parks planning and management, the IIBA, and the roles and responsibilities of the NJPMC under this IIBA; and
 - (b) enable the members to perform their responsibilities under this IIBA.

- 13.2.13 The workshop(s) shall be prepared, co-ordinated and delivered by the GN. The workshop(s) shall be developed in consultation with NTI and the RIAs and, if it agrees and the Parties deem it appropriate, the Nunavut Implementation Training Committee.

Operations

- 13.2.14 The Nunavut JPMC shall meet at least once a year. At this meeting, the NJPMC shall establish a schedule for such additional meetings as it deems necessary in view of its anticipated workload. The NJPMC may adjust its schedule from time to time as it deems necessary.
- 13.2.15 The Chairperson of the NJPMC may call a meeting of the NJPMC which is not in the annual schedule from time to time and shall do so on the request of any two members.
- 13.2.16 NJPMC meetings shall be open to the public, but the NJPMC may choose to meet *in camera* from time to time.
- 13.2.17 The NJPMC shall conduct its business in Inuktitut and English, as requested by the members, and interpretation and translation shall be provided accordingly.
- 13.2.18 The quorum for any meeting shall be six members, at least three of whom shall be appointees of Inuit organizations, and three of whom shall be appointees of the Minister.
- 13.2.19 NJPMC decisions shall be made by consensus. The Chairperson shall participate in the consensus decision-making of the Nunavut JPMC. If consensus cannot be reached after all reasonable efforts have been made, a decision may be made by simple majority vote.
- 13.2.20 The NJPMC meet and conduct its business by way of teleconference and any business transacted or decisions so made shall be valid.
- 13.2.21 The NJPMC may establish procedures governing its operations, including conflict of interest guidelines and a code of conduct, and shall make these publicly available.

Costs

- 13.2.22 The GN shall provide sufficient funding for the NJPMC to perform its responsibilities under this IIBA.
- 13.2.23 The NJPMC shall prepare an annual budget subject to review and approval by the GN. Eligible items for expenditure are outlined in Schedule 13-1.

- 13.2.24 Each member shall be paid:
- (a) an honorarium as set from time to time in accordance with the IIBA Implementation Plan; and
 - (b) traveling and living expenses incurred by the member in the performance of his or her duties, which shall be set in accordance with guidelines for travelling and living expenses applicable to GN employees working in Nunavut.
- 13.2.25 NTI and the GN shall be responsible for all expenses incurred by their respective staff member appointees. For greater certainty, staff member appointees shall not be eligible for honoraria or other travelling and living expenses.

Secretariat Support

- 13.2.26 The GN shall contract with a person acceptable to the Parties to provide the secretariat support required by the Nunavut JPMC to adequately perform its functions under this IIBA (the “NJPMC Secretariat”), including, without limitation:
- (a) co-ordinating and monitoring the NJPMC’s ongoing and time-limited obligations and specific activities required to implement its responsibilities under this IIBA;
 - (b) organizing meetings and teleconferences at the request of the NJPMC;
 - (c) organizing consultations with other bodies and organizations upon request of the NJPMC;
 - (d) organizing travel and accommodations and other logistical support;
 - (e) assisting the NJPMC in its budget preparation;
 - (f) ensuring that the NJPMC follows normally accepted reporting and accountability practices; and
 - (g) providing ongoing secretarial and clerical support.
- 13.2.27 The NJPMC Secretariat shall report to and take direction from the NJPMC.
- 13.2.28 The role of the NJPMC Secretariat as described in section 13.2.26, shall be reviewed after two years, and annually thereafter, through the monitoring and review processes conducted under Article 15.

13.3 Community Joint Planning and Management Committees

Establishment and Purpose

- 13.3.1 Subject to subsections 13.3.2 and 13.3.3 and, in accordance with the schedule in the IIBA Implementation Plan, a Community Joint Planning and Management Committee (“Community JPMC” or “CJPMC”) shall be established in each Affected Community.
- 13.3.2 Park-Specific Appendices may provide that two or more Parks shall be managed by a single CJPMC or by the NJPMC.
- 13.3.3 In the event there is more than one Affected Community with respect to a Park, establishment of the CJPMC shall proceed as described in the Park-Specific Appendix.
- 13.3.4 The purposes of the CJPMC shall be to:
- (a) provide advice and recommendations to the GN and/or the NJPMC on all aspects of the planning, establishment, operation and management of Territorial Parks pursuant to section 14.12;
 - (b) fulfill the functions of a CJPMC set forth in Article 14 of this IIBA with respect to Territorial Parks planning and management; and
 - (c) fulfill the functions of the CJPMC set forth in this IIBA, and specifically in relation to:
 - (i) approvals of cabins pursuant to section 3.5;
 - (ii) the development, implementation and review of Inuit Tourism Strategies pursuant to sections 4.2 and 4.3;
 - (iii) the implementation of training programs and tourism activities pursuant to sections 4.5 and 4.6;
 - (iv) evaluation of requests for proposals for Parks Contracts pursuant to subsection 5.5.2;
 - (v) development of educational and employment initiatives pursuant to section 6.2;
 - (vi) development of Park Interpretative Programs pursuant to section 7.3, promotional and other material pursuant to section 7.4 and planning for Parks facilities and expenditures pursuant to section 7.5;

- (vii) protection of Culturally Significant Sites and archaeological specimens pursuant to Article 8;
- (viii) management of Important Wildlife Areas pursuant to section 9.2;
- (ix) determining the scope of assessments, and consideration of mineral resource assessments pursuant to Article 10; and
- (x) Visitor use of Parks pursuant to Article 12.

Appointment

- 13.3.5 CJPMC members should, whenever possible, have demonstrable interest, knowledge and experience in parks, tourism, or Inuit culture or heritage. The GN and the Relevant RIAs shall advertise and solicit for appointees in appropriate media, by local radio and by posting in appropriate places in the Affected Community and by contacting local organizations, groups and persons with known interest in parks, tourism, and Inuit culture and heritage.
- 13.3.6 The CJPMC shall consist of six members who are resident in the Affected Community, selected as follows:
- (a) the Relevant RIA shall appoint three members;
 - (b) the Minister shall appoint three members; and
 - (c) a Chairperson shall be selected by the CJPMC from among its members.
- 13.3.7 The Relevant RIA and the GN shall each assign a staffperson to provide technical support to the CJPMC. These staffpersons may attend CJPMC meetings, but shall not be party to the consensus decision-making of the CJPMC.
- 13.3.8 An individual appointed to the CJPMC by an RIA shall be appointed to represent the interests of the Inuit of the Affected Community, the region and Nunavut generally, and an individual appointed by the Minister shall be appointed to represent the interest of the people of Nunavut in the Affected Community, but in neither case shall an appointee be considered an agent of his or her appointing body.
- 13.3.9 In the event that the Relevant RIA and the GN determine that a CJPMC has fewer members than required under this IIBA, or is otherwise unable to perform the functions set forth in this IIBA, the Relevant RIA and the GN shall take such measures as are required to ensure that a CJPMC continues to function in an Affected Community.

Term and Vacancies

- 13.3.10 Initially, the RIAs and the Minister shall each appoint two members for a two-year term, and one member for a three-year term. Subsequent appointments shall be for a term of three (3) years. A member may be re-appointed.
- 13.3.11 The Chairperson shall hold that position for a one-year term and may be reappointed.
- 13.3.12 A member may be removed by his or her appointing body at any time for any reason. The appointing body shall provide reasons for removal to the CJMPC and the Nunavut JPMC.
- 13.3.13 When a vacancy occurs, the body that made the original appointment shall appoint a replacement member in the manner described above in subsection 13.3.5 within sixty (60) days after it receives notice of the vacancy.

Training

- 13.3.14 The CJPMC shall hold at least one training and orientation workshop within its first year of operation.
- 13.3.15 The workshop(s) held under subsection 13.3.14 shall be sufficient to:
- (a) familiarize the members with Parks planning and management, the IIBA, and the roles and responsibilities of the CJPMC under this IIBA; and
 - (b) enable the members to perform their responsibilities under this IIBA.
- 13.3.16 The workshop(s) shall be prepared, co-ordinated, and delivered by the GN. The workshop(s) shall be developed in consultation with NTI and the RIAs and, if it agrees and the Parties deem it appropriate, the Nunavut Implementation Training Committee.

Operations

- 13.3.17 The CJPMC, and its technical advisors, shall develop an annual work plan that identifies priorities for that year, and establishes a schedule of meetings.
- 13.3.18 The CJPMC shall forward its work plan to the NJPMC for approval. The NJPMC may accept or vary the CJPMC's work plan considering such factors as available budget, local needs, the IIBA Implementation Plan, and IIBA implementation priorities. NJPMC approval of the work plan confirms funding for identified meetings.

- 13.3.19 The Chairperson of the CJPMC may call a meeting of the CJPMC that is not in the annual work plan from time to time.
- 13.2.20 Meetings of the CJPMC that are not in the annual work plan shall not be funded without the approval of the NJPMC. The Chairperson shall notify the NJPMC of any such meetings called. In this event, the NJPMC shall approve funding for the meeting if it deems the meeting appropriate in view of the CJPMC work plan or legitimate work needs not identified in the work plan.
- 13.2.21 At the conclusion of each Fiscal Year, each CJPMC shall report to the NJPMC on the attainment of the prior year's work plan, and on other matters as the CJPMC deems appropriate.
- 13.3.22 CJPMC meetings shall be informal and shall be open to the public.
- 13.3.23 The CJPMC shall conduct its business in Inuktitut and English, as requested by the members, and interpretation and translation shall be provided accordingly.
- 13.3.24 The quorum for any meeting shall be four members, at least two of whom shall be RIA appointees.
- 13.3.25 CJPMC decisions shall be made by consensus. The Chairperson shall participate in the consensus decision-making of the CJPMC. If consensus cannot be reached after all reasonable efforts have been made, a decision may be made by simple majority vote.
- 13.2.26 All members of a CJPMC shall approve relevant Park Master and Management Plans prior to the CJPMC recommending such Plans to the NJPMC.
- 13.3.27 The NJPMC shall develop a standard set of procedures to govern the operations of the CJPMCs, which may be varied by individual CJPMCs as they deem appropriate. Members of a CJPMC shall abide by the same code of conduct and conflict of interest guidelines as are developed by the NJPMC for itself.

Costs

- 13.3.28 The GN shall provide adequate funding and secretariat support required by the CJPMCs to perform their functions under this IIBA. Eligible items for expenditures are outlined in Schedule 13-1.
- 13.3.29 Each CJPMC member shall be paid an honorarium as set from time to time in accordance with the IIBA Implementation Plan.

Schedule 13-1 - Eligible Items For Nunavut JPMC And Community JPMC Expenditure

Eligible Items For Nunavut JPMC Expenditure

- Secretariat operations, including, without limitation casual contracts, as required
- Honoraria, travel, accommodation, meals and incidentals
- Translation and interpretation costs
- Meeting costs
- Telephone, fax, internet, courier and other communication costs
- Word processing, faxing, photocopying and similar services
- Office supplies and miscellaneous
- Contractors' assistance, as required
- Professional advice, as required
- Any other items or categories agreed upon by the GN

Eligible Items For CJPMC Expenditure

- Secretariat operations, including, without limitation casual contracts, as required
- Honoraria
- Travel, accommodation, meals and incidentals as required
- Translation and interpretation costs
- Meeting costs
- Telephone, fax, internet, courier and other communication costs
- Basic bookkeeping
- Word processing, faxing, photocopying and similar services
- Office supplies and miscellaneous
- Any other items or categories agreed upon by the NJPMC

Article 14 - Park Planning And Management

14.1 Principles and Objectives

- 14.1.1 This Article recognizes and reflects the same principles as are set forth in section 13.1.1 and the following additional principles:
- (a) the archaeological, ethnographic, historical and Inuit oral history record of the areas in and around Territorial Parks represent part of Inuit heritage, and these records should be documented and preserved; and
 - (b) Inuktitut place names reveal and represent the unique relationship with and knowledge of the ecosystems that Inuit possess; they are part of Inuit heritage, and their preservation and promotion is both desirable and necessary.
- 14.1.2 This Article is intended to recognize and reflect the same objectives as are set forth in section 13.1.2 and the following additional objective:
- (a) to document and preserve the archaeological, ethnographic, historical and oral history record of areas in and around Territorial Parks, thereby helping to preserve and promote Inuit heritage and culture.

14.2 Nunavut Parks Program

- 14.2.1 The GN shall conduct at least one workshop with the Nunavut JPMC to gather information towards the development of a Nunavut Parks Program, and to develop a communications strategy for the Program.
- 14.2.2 The workshop(s) shall be prepared, co-ordinated, and delivered by the GN. The workshop(s) shall be developed in consultation with NTI and the RIAs and, if it agrees, the Nunavut Implementation Training Committee.
- 14.2.3 The GN shall prepare a report containing the outcomes of and recommendations from the workshop(s) and provide it to the NJPMC for its approval.
- 14.2.4 Based on the report of the workshop(s) as approved by the NJPMC, the GN shall develop a draft Nunavut Parks Program for the approval of the NJPMC.
- 14.2.5 The NJPMC shall participate fully in the development, review, and approval of the draft Nunavut Parks Program.

- 14.2.6 Following the NJPMC's approval of the draft Nunavut Parks Program, the GN shall initiate the communications strategy for the draft Program developed at the workshop(s) described in subsection 14.2.1. The communications strategy shall include consultation with the CJPMCs, Inuit in Affected Communities and other interested parties, and may include newsletters and other forms of communication.
- 14.2.7 The NJPMC may appoint a member to participate in the consultation on the draft Nunavut Parks Program.
- 14.2.8 Following the consultation on the draft Nunavut Parks Program, the NJPMC may forward additional recommendations to the Superintendent.
- 14.2.9 The GN shall prepare a revised Nunavut Parks Program based on any additional recommendations from the NJPMC, taking into account the recommendations of other interested persons or bodies, and present the revised Program to the NJPMC for its approval.
- 14.2.10 The NJPMC may make additional recommendations on the Nunavut Parks Program to the Superintendent.
- 14.2.11 Following the NJPMC's approval of the Nunavut Parks Program, the Program shall be presented to the Minister for approval by Cabinet. Any future Territorial Parks' policies or legislative revisions shall be based on this Program.
- 14.2.12 The GN shall obtain the approval of the NJPMC for any subsequent changes to the Nunavut Parks Program.

14.3 Framework for Master Plans

- 14.3.1 The GN and the NJPMC shall prepare a Framework for Master Plans.
- 14.3.2 The Framework prepared pursuant to subsection 14.3.1 shall include guidelines for Park establishment, for the development of an Inventory of Park Resources as described in Section 14.4, and for the preparation of a Master Plan as described in Section 14.7.
- 14.3.3 In consultation with the Relevant CJPMC, the GN shall ensure that Inuit field assistants are hired and training opportunities for Inuit are provided to the maximum extent practicable in the preparation of the Master Plan.

14.4 Inventory of Park Resources

- 14.4.1 For each Park, the GN shall complete or contract for the completion of an Inventory of Park Resources by appropriately qualified persons, and following accepted standards and practices.
- 14.4.2 The Inventory of Park Resources shall include and describe in appropriate detail in accordance with subsection 14.4.3, the following resources in the Park and surrounding areas, without limitation:
- (a) archaeological sites and specimens, including Culturally Significant Sites;
 - (b) cultural heritage, including oral histories and other historical information;
 - (c) Inuktitut place names for the Park and for specific locations of interest within the Park;
 - (d) wildlife populations and Important Wildlife Areas including, for greater certainty, both fauna and flora; and
 - (e) geological and Mineral resources within the boundaries of the Park or Proposed Park, in accordance with Article 10.
- 14.4.3 The Relevant CJPMC shall approve, for each of (a) through (e) above, the level of detail to be contained in the Inventory. The level of detail shall be sufficient to meet, at a minimum, the objectives and requirements of this IIBA and the needs of particular planning efforts including park establishment.
- 14.4.4 The Inventory of Park Resources shall be used, without limitation, for:
- (a) determining Park establishment and boundaries;
 - (b) developing Master and Management Plans;
 - (c) determining whether there has been significant human use of areas within the Proposed Park for purposes of subsection 14.5.1;
 - (d) determining appropriate Inuktitut place names to be used as official names for the Park and areas within the Park; and
 - (e) developing Park Interpretative Programs as described in section 7.3.
- 14.4.5 The GN shall work closely with the CJPMC and local Inuit, other residents, and organizations with related interests in the preparation of the Inventory and shall require any contractors engaged in the preparation of the Inventory to do the same.

- 14.4.6 The GN and the CJPMC shall advise local Inuit, other residents, and organizations with related interests on the results of the Inventory of Park Resources.
- 14.4.7 In consultation with the CJPMC, the GN shall ensure that Inuit field assistants are hired and training opportunities for Inuit are provided to the maximum extent practicable in the preparation of the Inventory.
- 14.4.8 When the CJPMC is satisfied with the Inventory, it shall approve the Inventory and forward it to the NJPMC for review and approval.
- 14.4.9 Copies of the Inventory shall be provided by the GN, at no cost, to the Relevant RIA, the NWMB, the Inuit Heritage Trust and other persons and bodies identified by the Relevant CJPMC.

Culturally Significant Sites and Important Wildlife Areas

- 14.4.10 As part of each Inventory of Park Resources, the GN, in consultation with the Relevant CJPMC, shall consult the NWMB, the NPC, the IHT, the Relevant RIA, the Relevant RWO and HTO, and others in the Affected Community, and shall review available databases, for the purpose of identifying Culturally Significant Sites and Important Wildlife Areas that may require special protection or management efforts.
- 14.4.11 The information obtained pursuant to subsection 14.4.10 shall be used to manage Culturally Significant Sites and Important Wildlife Areas in accordance with sections 8.2 and 9.2 of this IIBA.

Inuktitut Place Names

- 14.4.12 As part of each Inventory of Park Resources, the GN, in consultation with the Relevant CJPMC and the IHT, shall identify appropriate Inuktitut place name(s) and spellings to be used as the official names for all Territorial Parks and for specific locations or sites within the Parks that are of interest as part of the Parks. The names identified shall be based on existing Inuktitut place name information and consultation with Inuit of the Affected Community.
- 14.4.13 Consistent with the objectives of section 8.4.18 of the *NLCA*, the proposed Inuktitut place names shall be approved by the Relevant RIA and CJPMC.

14.5 Oral History and Archaeological Projects

14.5.1 If the oral history, archaeological or other information obtained in the Inventory of Park Resources indicates that there has been significant human use of the Park, an oral history project and an archaeological project shall be conducted in accordance with subsections 14.5.2 through 14.5.11.

Oral History Projects

14.5.2 The oral history project conducted pursuant to subsection 14.5.1 shall include interviews with all interested elders who have knowledge of the relevant area, and reviews of available databases. Relevant interview topics shall include, without limitation:

- (a) the history of relationships among people and among people and wildlife species of the area, harvesting patterns and locations;
- (b) legends and stories;
- (c) place names;
- (d) early contact; and
- (e) location and description of archaeological sites.

14.5.3 As part of each oral history project, interested elders in the Affected Community shall be taken out on the land for a day trip to visit archaeological sites, and for a longer camp-based trip to visit sites and to provide an opportunity for obtaining additional stories and information.

14.5.4 The oral history project shall include a formal training component for one or more Inuit assistants. The Relevant Community JPMC may identify potential Inuit field assistants.

14.5.5 In the development and distribution of oral history material under this IIBA, the Parties shall take into account the ownership and confidentiality interests of Inuit informants, in consultation with those informants.

14.5.6 Complete transcriptions of all interviews conducted in the oral history project shall be completed in English and Inuktitut, and a summary report in English and Inuktitut shall be prepared and a copy provided to all informants.

Archaeological Projects

- 14.5.7 The archaeological project conducted pursuant to subsection 14.5.1 shall include an inventory and assessment of the archaeological resources located within the Park. Existing inventories and assessments shall be updated as part of this work.
- 14.5.8 Prior to any development activity in a Territorial Park, including without limitation, any capital improvements constructed by the GN such as roads, trails, picnic areas, or other facilities, an inventory and assessment of the archaeological resources located in the proposed development area shall be conducted in accordance with this section.
- 14.5.9 The Relevant CJPMC shall direct that detailed surveys of specific, targeted areas be conducted where warranted by the extent of human use of the areas.
- 14.5.10 Archaeological inventories and assessments shall be closely co-ordinated with the oral history project conducted pursuant to subsection 14.5.2. Meetings shall be held with elders, other interested Inuit, and any local heritage organizations in the Affected Community to inform them about the inventory and assessment and to receive advice regarding possible locations for survey work. Meetings shall be held with the same groups to report on the work after the inventory and assessment are completed.
- 14.5.11 Each archaeological inventory and assessment shall include a formal training component for one or more Inuit field assistants. The CJPMC shall be consulted for the purpose of identifying potential Inuit field assistants.

14.6 Existing Inventories of Park Resources

- 14.6.1 Where an inventory of resources or similar study has previously been prepared by or for the GN, the GN shall provide the inventory to the Relevant CJPMC along with a report detailing the extent to which, in its view, the inventory complies with this Article and meets the purposes of the Park.
- 14.6.2 The Relevant CJPMC shall advise the GN of any additional steps necessary to bring the existing inventory into compliance with this Article or to the level of detail necessary for planning efforts being contemplated, and the terms of reference for the preparation of the Inventory shall be fashioned accordingly.

14.7 Master Plans

- 14.7.1 The GN, in close consultation with the Relevant CJPMC, shall prepare, or commission the preparation of, a Master Plan for each Park based on the Framework for Master Plans prepared pursuant to section 14.3, the Inventory of Park Resources prepared pursuant to section 14.4, and any other advice and recommendations of the Relevant CJPMC.
- 14.7.2 The Master Plan shall address, without limitation, park boundaries, design and plan options, tourism opportunities, and specific proposals for meeting the reasons for the Park's establishment and the objectives of this IIBA while minimizing disruption of local use.
- 14.7.3 The GN, the CJPMC and any contractor shall work closely with local Inuit, other residents and organizations with related interests in preparing the Master Plan.
- 14.7.4 When the draft Master Plan has been completed to the satisfaction of the CJPMC, the CJPMC shall approve the Plan. Following the CJPMC's approval of the draft Master Plan, the GN and the CJPMC shall conduct public consultations on the draft Master Plan so as to ensure that the views and concerns of Inuit and other local residents in Affected Communities are solicited for incorporation into the Plan.
- 14.7.5 Following the consultation on the draft Master Plan, the CJPMC may forward additional recommendations to the Superintendent.
- 14.7.6 The GN shall prepare a revised Master Plan based on the recommendations of the CJPMC, taking into account the recommendations of other interested persons or bodies, and present the revised Master Plan to the CJPMC for approval.
- 14.7.7 The GN shall make any further changes to the revised Master Plan that the CJPMC indicates are necessary to incorporate its recommendations.
- 14.7.8 All members of the CJPMC shall approve the revised Master Plan prior to the forwarding of the Plan to the NJPMC for approval.
- 14.7.9 Following the CJPMC's approval of the revised Master Plan, the GN shall forward the revised Master Plan together with any comments, including those from other interested parties, to the NJPMC for approval. The NJPMC shall consider, in particular, whether the Master Plan is consistent with the Nunavut Parks Program and this IIBA.
- 14.7.10 The GN and the NJPMC may conduct such other consultation with the Affected Community on the revised Master Plan as they deem appropriate. The NJPMC may provide any recommendations to the Superintendent.

- 14.7.11 The GN shall make any further changes to the revised Master Plan as the NJPMC indicates are necessary to incorporate its recommendations.
- 14.7.12 Following the NJPMC's approval of the revised Master Plan, the GN shall submit the final Master Plan to the Minister.

14.8 Existing Master Plans

- 14.8.1 The Superintendent shall provide any existing master plans or similar plans for each Park to the Relevant CJPMC for its approval.
- 14.8.2 The CJPMC shall review each existing master plan and may make recommendations on changes needed to the plan to ensure that it is based on the Framework for Master Plans prepared pursuant to section 14.3, the Inventory of Park Resources prepared pursuant to section 14.4, and any other advice and recommendations of the Relevant CJPMC, and that it complies with subsection 14.7.2 and any other relevant considerations.
- 14.8.3 In the event that the CJPMC determines that the existing master plan requires substantial revisions, the process for developing a Master Plan set forth in section 14.7 shall apply.
- 14.8.4 In the event that the CJPMC determines that the existing master plan satisfies, or will with minor revisions satisfy, the requirements of subsection 14.8.2, the CJPMC shall either approve the plan as a Master Plan under this Article, or make appropriate recommendations for revisions of the plan in writing to the Superintendent
- 14.8.5 When the Master Plan has been completed to the satisfaction of the CJPMC, it shall approve the plan and forward it to the NJPMC for approval. The NJPMC shall consider, in particular, whether the Master Plan is consistent with the Nunavut Parks Program and this IIBA.
- 14.8.6 Following the NJPMC's approval of the Master Plan, the GN shall submit the final Master Plan to the Minister.

14.9 Management Plans

Framework for Management Plans

- 14.9.1 The NJPMC shall provide recommendations to the Minister on matters to be addressed in a Framework for Management Plans, including, without limitation, guidelines for the development of class or Park-specific Management Plans, public consultation and review of Management Plans.

- 14.9.2 The GN shall prepare a draft Framework for Management Plans based on the recommendations of the NJPMC, taking into account the recommendations of other interested persons or bodies, and present the draft Framework to the NJPMC for approval.
- 14.9.3 The GN shall make any further changes to the Framework for Management Plans that the NJPMC indicates are necessary to incorporate its recommendations.
- 14.9.4 The Framework for Management Plans shall require that Management Plans include without limitation, measures recommended to protect or manage wildlife, Important Wildlife Areas, Culturally Significant Sites, archaeological sites, and other important landscape, environmental, or cultural elements.
- 14.9.5 The GN shall obtain the approval of the NJPMC for any changes to the Framework for Management Plans following the NJPMC's approval of the Framework.

Management Plan Development

- 14.9.6 Based on the Framework for Management Plans, the NJPMC shall determine whether each Park requires a Park-specific Management Plan. Where agreed by the NJPMC, one Management Plan may be developed for two or more Parks.
- 14.9.7 Subject to subsection 14.9.6, for every Park that was in existence on the date of ratification of the *NLCA*, a Management Plan shall be completed by the earliest possible date, and for every Proposed Park, a Management Plan shall be completed within five (5) years of the establishment of the Park, in accordance with section 8.4.13 of the *NLCA*.
- 14.9.8 Considering the Master Plan developed in accordance with section 14.7 and the Framework for Management Plans prepared pursuant to subsections 14.9.1 through 14.9.5, the Relevant CJPMC shall make recommendations on the Management Plan for each Park and forward its recommendations to the Superintendent. The CJPMC's recommendations shall be sufficiently detailed to address all matters related to Park management.
- 14.9.9 In developing the recommendations under subsection 14.9.8, the Relevant CJPMC may consult with such other persons or bodies as it deems appropriate.
- 14.9.10 The GN, in consultation with the Relevant CJPMC, shall prepare a draft Management Plan based on the recommendations of the CJPMC, and present it to the CJPMC for approval.
- 14.9.11 The GN shall make any further changes to the draft Management Plan that the Relevant CJPMC indicates are necessary to incorporate its recommendations.

- 14.9.12 When a draft Management Plan has been completed to the satisfaction of the Relevant CJPMC, the CJPMC and the Superintendent shall carry out a public consultation process on the draft Management Plan.
- 14.9.13 The public consultation pursuant to subsection 14.9.12 shall be conducted so as to ensure that the views and concerns of Inuit are solicited for incorporation into the draft Management Plan.
- 14.9.14 Following the consultation on the draft Management Plan, the CJPMC may forward additional recommendations to the Superintendent.
- 14.9.15 Following the public consultation pursuant to subsection 14.9.12, the GN shall prepare and forward to the CJPMC for approval a revised draft Management Plan based on any additional recommendations of the Relevant CJPMC, taking into account the recommendations of other interested persons or bodies.
- 14.9.16 All members of the CJPMC shall approve the revised draft Management Plan prior to the forwarding of the Plan to the NJPMC for approval.
- 14.9.17 Upon approval of the revised draft Management Plan by the CJPMC, the GN shall forward the revised draft Management Plan together with any comments, including those from other interested parties, to the NJPMC for its recommendations and approval.
- 14.9.18 The GN shall make any further changes to the revised draft Management Plan that the NJPMC indicates are necessary to incorporate its recommendations.
- 14.9.19 Following the NJPMC's approval of the revised draft Management Plan, the GN shall submit the final Management Plan to the Minister.

14.10 Approval of Plans by the Minister

- 14.10.1 After receiving a final Master or Management Plan pursuant to subsection 14.7.12, 14.8.6 or 14.9.19, the Minister shall within sixty (60) days or within such further period as may be agreed upon by the Minister and the NJPMC:
- (a) approve the final Plan without changes and notify the NJPMC in writing; or
 - (b) give the NJPMC reasons in writing for rejecting the final Plan.
- 14.10.2 The Minister may reject the final Plan only if, and only to the extent that, one or more recommendations from other interested persons or bodies show that the Plan:
- (a) is inconsistent with the *NLCA* or with a Minister's powers and duties under the *Territorial Parks Act* or other applicable federal or territorial legislation;

- (b) would place an unreasonably onerous financial burden on the GN; or
 - (c) is inconsistent with the purpose for which the Park was primarily established as defined in the *Territorial Parks Act*.
- 14.10.3 If the Minister is in possession of information that is inconsistent with the final Plan following its approval by the NJPMC, the Minister shall return the Plan and the new information to the NJPMC for its review and re-submission.
- 14.10.4 Where the Minister rejects the NJPMC's final Plan, the NJPMC shall reconsider the Plan in light of the written reasons provided by the Minister and shall forward its revised final Plan to the Minister for approval.
- 14.10.5 In approving a Plan under subsection 14.10.4 the Minister may vary from the revised final Plan only if, and only to the extent that, one or more recommendations from other interested persons or bodies show that the Plan:
 - (a) is inconsistent with the *NLCA* or with the Minister's powers and duties under the *Territorial Parks Act* or other applicable federal or territorial legislation;
 - (b) would place an unreasonably onerous financial burden on the GN; or
 - (c) is inconsistent with the purpose for which the Park was primarily established as defined in the *Territorial Parks Act*.

14.11 Changes to Master Plans and Management Plans

- 14.11.1 The GN, a DIO, the NJPMC, the CJPMC, or any person affected by a Master Plan or Management Plan may propose a change or changes to the Relevant CJPMC.
- 14.11.2 The CJPMC shall consider a proposed change or changes, including conducting with the Superintendent any public consultation that it deems appropriate or necessary.
- 14.11.3 The CJPMC may recommend an amendment to a Master Plan or Management Plan, and forward it to the NJPMC for consideration.
- 14.11.4 If the NJPMC is satisfied with the amendment to the Master Plan or Management Plan, it shall forward it to the Minister for approval.
- 14.11.5 Subsections 14.10.2 through 14.10.5 shall apply to the Minister's consideration and approval of the NJPMC's amendment to a Master Plan or Management Plan.

14.12 NJPMC and CJPMC Decisions

- 14.12.1 In addition to performing the specific functions described in this IIBA, and in accordance with section 8.4.12 of the *NLCA*, the NJPMC and the CJPMCs may provide advice in the form of a decision to the Minister or his or her designate, on all matters related to the planning, establishment, operation or management of Territorial Parks.
- 14.12.2 The Minister and his or her designates shall seek the advice of the NJPMC on all policy matters and significant decisions related to Territorial Parks' planning, establishment, operation or management.
- 14.12.3 The Minister and his or her designates shall seek the advice of the Relevant CJPMC on all policy matters and significant decisions related to a particular Park's planning, establishment, operation or management.
- 14.12.4 Except where the NJPMC or the Relevant CJPMC decides otherwise, its decision shall first be made to the Superintendent. After receiving the NJPMC's or CJPMC's decision, the Superintendent shall, within thirty (30) days or within such further period as may be agreed upon with the NJPMC or CJPMC, notify the NJPMC or the CJPMC in writing of his or her decision to accept, vary or reject the decision.
- 14.12.5 Should the NJPMC or CJPMC not be satisfied with the response from the Superintendent, a decision may be made to the Minister or to his or her designate, at the option of the NJPMC or CJPMC. Within sixty (60) days of the NJPMC or CJPMC delivering a decision to the Minister or his or her designate, or within such further period as may be agreed upon with the NJPMC or CJPMC, the Minister or his or her designate shall notify the NJPMC or CJPMC in writing of his or her decision to accept, reject or vary the decision.
- 14.12.6 The Minister or his or her designate shall provide written reasons for his or her decision to reject or vary the NJPMC's or CJPMC's decision.
- 14.12.7 If the Minister or his or her designate rejects or varies the NJPMC's or CJPMC's decision, the NJPMC or CJPMC may reconsider its decision and forward a revised decision to the Minister within thirty (30) days of receiving the Minister's reasons.
- 14.12.8 If the NJPMC or CJPMC forwards a revised decision to the Minister pursuant to subsection 14.12.7 the Minister shall, within a reasonable time, inform the NJPMC or CJPMC in writing of his or her final decision to accept, vary or reject the revised decision. The Minister shall provide reasons for his or her decision to reject or vary.

- 14.12.9 The Minister may reject or vary the NJPMC's or CJPMC's decision, only if, and only to the extent that the decision:
- (a) is inconsistent with the *NLCA* or with a Minister's powers and duties under the *Territorial Parks Act* or other applicable federal or territorial legislation;
 - (b) would place an unreasonably onerous financial burden on the GN; or
 - (c) is inconsistent with the purpose for which the Park was primarily established as defined in the *Territorial Parks Act*.

Emergency Decisions

- 14.12.10 When urgent circumstances require an immediate decision by the Minister on a matter within the terms of section 14.12, the Minister may make and implement an interim decision before the process outlined in section 14.12 is complete. In such circumstances, the Minister shall notify the NJPMC or Relevant CJPMC of the interim decision as soon as possible, and the process outlined in section 14.12 shall be completed as soon as practicable thereafter with respect to a final decision.

Article 15 - Implementation And Review

15.1 Principles and Objectives

15.1.1 This Article recognizes and reflects the following principles:

- (a) implementation is an essential part of the IIBA;
- (b) successful implementation depends upon the mutual commitment of the Parties to adequate planning for implementation, monitoring and evaluation;
- (c) successful implementation depends upon adequate funding to meet IIBA obligations;
- (d) implementation of the IIBA should be a co-operative, open and transparent process; and
- (e) review of this IIBA is necessary to ensure that this IIBA achieves its purposes and objectives on an ongoing basis to the maximum extent possible.

15.1.2 This Article has the following objectives:

- (a) to promote the timely and effective implementation of the IIBA;
- (b) to ensure the mutual commitment of the Parties to adequate planning for implementation, implementation monitoring, and evaluation;
- (c) to ensure adequate funding commitments are in place to meet IIBA obligations; and
- (d) to establish open and transparent processes for co-operative planning, implementation, review and evaluation of the IIBA.

15.2 IIBA Implementation Plan and Work Plans

15.2.1 The Parties shall agree upon an IIBA Implementation Plan, which shall be attached as Schedule 15-1 to this IIBA. This plan shall:

- (a) commit funding by the GN in amounts received pursuant to the *Implementation Contract* and any other sources to implement the IIBA;
- (b) in keeping with committed amounts, identify and prioritize the specific ongoing and time-limited obligations, activities, and initiatives required under this IIBA;

- (c) in keeping with committed amounts, set a practical and workable schedule for the completion of the obligations, activities and initiatives in this IIBA, consistent with time limitations in the *NLCA* and this IIBA;
- (d) identify and, where possible, confirm partnering arrangements with government or non-governmental departments, agencies or organizations to further the purposes and successful implementation of this IIBA, and identify commitments and timeframes for seeking such partnerships; and
- (e) determine how the Parties can better carry out any existing programs, policies, activities and plans in ways that are consistent with the IIBA and mirror the spirit and intent of the IIBA.

15.2.2 The NJPMC shall develop annual IIBA work plans as a guide for annual implementation.

15.3 Implementation Funding

15.3.1 NTI and the RIAs acknowledge the GN's expectation that its primary source of funding to implement the IIBA will be monies provided by the Government of Canada under the *Implementation Contract*.

15.3.2 In scheduling activities under the IIBA Implementation Plan, the Parties shall take into consideration amounts received by the GN under the *Implementation Contract* for IIBA implementation for that Planning Period.

15.3.3 For greater certainty, amounts provided by the Government of Canada under the *Implementation Contract* or otherwise for the purposes of implementation shall not represent a limit on any Party's obligations under this IIBA.

15.3.4 In addition to amounts identified in the *Implementation Contract*, the Parties shall seek partnerships among government, industry and non-governmental organizations and agencies to assist in funding the costs of IIBA implementation.

15.3.5 NTI shall make best efforts to assist the GN to achieve, in its negotiations with the Government of Canada for the next Planning Period, monies for Territorial Parks IIBA implementation adequate to reimburse the GN for meeting the requirements of the *NLCA* and this IIBA.

15.3.6 Any amounts identified in Schedule 1, pages 8-10 and 8-11 of the *Implementation Contract* for negotiating IIBAs for Territorial Parks, which are not expended on the negotiation of this IIBA as of the date of signing of the IIBA, shall be reallocated by the GN to implementation of the IIBA.

- 15.3.7 Funds received by the GN from the Government of Canada, or from any other source, for IIBA implementation shall be used by the GN only to fund the GN's Incremental Costs.
- 15.3.8 Upon request, DSD shall consult with the RIAs and the NJPMC regarding items that may be included in its Territorial Parks budget.
- 15.3.9 Upon approval of its budget by the GN's Financial Management Board, the GN shall annually provide to NTI and the RIAs its Territorial Parks budget, including its budget by line item to implement the IIBA, and specifically identifying, by line item, Incremental Costs.

15.4 Implementation and Early Termination of the IIBA

- 15.4.1 Implementation of this IIBA shall commence upon signature and proceed in accordance with the IIBA Implementation Plan
- 15.4.2 Within thirty (30) days following the approval of the *Implementation Contract* funding for the period 2003-2013, the GN may give written notice to NTI and the RIAs that the GN is unable to perform its obligations under this IIBA due to its inability, after best efforts, to obtain adequate funding from the Government of Canada under the *Implementation Contract* for the period 2003-2013, or from any other source.
- 15.4.3 Upon delivery of notice pursuant to subsection 15.4.2, the Parties shall, within sixty (60) days, carry out a review of the financial circumstances that resulted in such notice.
- 15.4.4 Unless otherwise agreed during the review undertaken pursuant to subsection 15.4.3, this IIBA shall terminate sixty (60) days after delivery of notice pursuant to subsection 15.4.2. Upon termination, the Parties shall be relieved of any further performance of implementation obligations under this IIBA.
- 15.4.5 For greater certainty, nothing in section 15.4 is intended to affect any Party's obligations to conclude an IIBA pursuant to Article 8 of the *NLCA*.

15.5 IIBA Reviews

- 15.5.1 No later than sixty (60) days after the end of each Fiscal Year, the NJPMC and the Regional Tourism Coordinators shall each prepare, based on their respective knowledge and responsibilities, and submit to the Parties, a detailed annual report on the successes and shortcomings in implementing the IIBA over the prior year.

- 15.5.2 The Parties shall meet annually to assess whether the objectives and specific obligations set out in the IIBA are being achieved. This meeting shall include, without limitation, the following activities:
- (a) review of the IIBA, the IIBA Implementation Plan, the NJPMC’s annual work plan developed pursuant to subsection 15.2.2, and the annual reports of the NJPMC and Regional Tourism Coordinators submitted pursuant to subsection 15.5.1, to determine whether the obligations, specific activities and scheduling of activities set out in the IIBA Implementation Plan are being carried out in accordance with the IIBA;
 - (b) identifying best practices and most effective ways to implement the IIBA; and
 - (c) identifying obstacles to effective implementation and solutions to those obstacles.
- 15.5.3 In performing their assessment under subsection 15.5.2, the Parties may seek information and advice from the NJPMC, the Regional Tourism Coordinators or other persons or bodies.
- 15.5.4 Subject to subsection 15.5.5, the Parties shall contract for an independent review of this IIBA five years after it is signed, and thereafter at seven-year intervals.
- 15.5.5 As an alternative to contracting for an independent review, the Parties may agree to conduct a joint review of the implementation of the IIBA.
- 15.5.6 An IIBA Implementation Report shall be prepared as part of the review conducted pursuant to subsection 15.5.4 or 15.5.5.
- 15.5.7 The Parties shall use the IIBA Implementation Report for purposes including whether renegotiation or amendment of the IIBA may be required.
- 15.5.8 The review conducted pursuant to subsections 15.5.4 through 15.5.6 shall be funded out of GN implementation funds.

Article 16 - Dispute Resolution

16.1 Principles and Objectives

16.1.1 This Article recognizes and reflects the following principle:

- (a) dispute resolution should be timely, efficient, cost-effective and productive.

16.1.2 This Article has the following objective:

- (a) to establish timely, efficient, cost-effective and productive dispute resolution processes.

16.2 Negotiated Dispute Resolution

16.2.1 In the event the Parties cannot reach consensus as to the interpretation, application, implementation, review or amendment of this IIBA, a Party may give notice to all Parties that it wishes to resolve the dispute by negotiated dispute resolution, with or without a mediator, under this section.

16.2.2 The Party giving notice under subsection 16.2.1 shall, within fourteen (14) days, prepare and provide to all Parties a document defining the issue and setting forth in detail that Party's position.

16.2.3 Within fourteen (14) days of receiving the document prepared pursuant to subsection 16.2.2, any Party may prepare and provide to all Parties a document setting forth in detail that Party's position on the issue.

16.2.4 Within sixty (60) days of notice being received by all Parties pursuant to subsection 16.2.1, the Parties to the dispute shall meet to attempt in good faith to negotiate a resolution to the dispute.

16.2.5 In the event that the Parties fail to reach a negotiated resolution under this section without a mediator, any Party may seek the agreement of the other Parties to the dispute to refer the matter to a mediator.

16.3 Arbitration

16.3.1 The interpretation, application or implementation of this IIBA constitutes a matter in respect of which an arbitration panel has jurisdiction to arbitrate under section 38.2.1 of the *NLCA*.

- 16.3.2 Following a good faith attempt to reach a negotiated or mediated resolution of a dispute under section 16.2, any Party may refer to the Arbitration Board established under Part 1 of Article 38 of the *NLCA* a dispute that arises concerning the interpretation, application or implementation of this IIBA.
- 16.3.3 The Parties agree to be bound by a decision made by an Arbitration Panel under subsection 16.3.2.

16.4 Costs of Dispute Resolution

- 16.4.1 Each Party shall pay its own costs of dispute resolution undertaken pursuant to this Article.

Article 17 - Miscellaneous Provisions

17.1 Waiver of Breaches

- 17.2.1 The failure of a Party to enforce a provision of this IIBA does not constitute a waiver of the provision or affect the Party's right to enforce the provision at a later date

17.2 Invalidity of Certain Provisions

- 17.2.1 If any provision of this IIBA is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend the IIBA to remedy the invalidity or replace the invalid provision.

17.3 Disclosure of Information

- 17.3.1 Notwithstanding any other provision of this IIBA, the GN is not required to disclose any information that it is required or entitled to withhold under any statute, including the *Access to Information and Privacy Act* as amended from time to time. In exercising its discretion whether to provide requested disclosure, the GN shall consider the Principles and Objectives of this IIBA.

17.4 Transfer of Obligations

- 17.4.1 This Agreement enures to the benefit of and binds the Parties and their successors and assigns.
- 17.4.2 If the GN transfers a responsibility or obligation under this IIBA from a person or body identified in this IIBA as having that responsibility or obligation to another person or body, including another department, agency, minister, or municipal corporation, the transferee is deemed to be a successor or assign of the GN for the purposes of section 17.4.1.
- 17.4.3 If NTI or an RIA transfers a responsibility or obligation under this IIBA from a person or body identified in this IIBA as having that responsibility or obligation to another person or body, the transferee is deemed to be a successor or assign of NTI or that RIA for the purpose of section 17.4.1.

17.5 Notice

17.5 Any communications, notice or demands to be made or given by a Party under this IIBA shall, except as otherwise expressly permitted or required, be in writing and may be made or given by personal delivery, by registered mail or by facsimile in all cases addressed to the respective Parties as follows:

If to the Government of Nunavut:

Superintendent of Parks
Department of Sustainable Development
Government of Nunavut
Iqaluit, Nunavut X0A 0H0

If to Nunavut Tunngavik Inc.

Chief Executive Officer
Nunavut Tunngavik Inc.
Box 638
Iqaluit, Nunavut X0A 0H0

If to the Kitikmeot Inuit Association

Executive Director
Kitikmeot Inuit Association
Box 18
Cambridge Bay, Nunavut X0B 0C0

If to the Kivalliq Inuit Association

Executive Director
Kivalliq Inuit Association
Box 340
Rankin Inlet, Nunavut X0C 0G0


If to the Qikiqtani Inuit Association

Executive Director
Qikiqtani Inuit Association
Box 1340
Iqaluit, Nunavut X0A 0H0


TO WITNESS THEIR AGREEMENT, the Parties have executed this Umbrella Inuit Impact and Benefit Agreement for Territorial Parks in the Nunavut Settlement Area:

THE GOVERNMENT OF NUNAVUT,
as represented by

LA 13, 2002
Date


Paul Okalik,
Premier, Nunavut

May 13/02
Date


Olayuk Akasuk,
Minister of Sustainable Development

NUNAVUT TUNNGAVIK INCORPORATED,
as represented by

May 13/02
Date


Cathy Towntongie
President, Nunavut Tunngavik Inc.


KITIKMEOT INUIT ASSOCIATION,
as represented by

May 13/02
Date


Charlie Evalik
President, Kitikmeot Inuit Association

KIVALLIQ INUIT ASSOCIATION,
as represented by

May 13/02
Date


Tongola Sandy,
President, Kivalliq Inuit Association

QIKIQTANI INUIT ASSOCIATION,
as represented by

May 13, 2002
Date


Thomasie Alikatuktuk,
Acting President, Qikiqtani Inuit Association