

Umbrella Inuit Impact and Benefit Agreement
for Canadian Heritage Rivers
in Nunavut

between

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

and

Her Majesty the Queen in Right of Canada
represented by
the Minister of Indian Affairs and Northern Development

and

the Government of Nunavut
represented by
the Minister of Environment

(hereinafter referred to individual as a “Party”, and collectively as the “Parties”)

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Recitals

Whereas:

1. Canadian Heritage Rivers in Nunavut (“CHRs”) are established as part of the Canadian Heritage Rivers System (“CHRS”).
2. In Nunavut, the CHRS is a program of the federal and territorial governments that respects community rights, concerns and participation.
3. The CHRS recognizes Aboriginal and treaty rights and interests and the program honours the special relationship between Aboriginal communities and rivers.
4. In Nunavut, the CHRS must be implemented in accordance with Inuit rights as set out in the Nunavut Agreement.
5. Designation of a CHR does not alter land ownership, regulation or management of Inuit Owned Lands (“IOLs”).
6. The Parties have negotiated this Umbrella Inuit Impact and Benefit Agreement (“IIBA”) for CHRs in the Nunavut Settlement Area in accordance with the Nunavut Agreement.
7. In accordance with section 8.4.4 of the Nunavut Agreement, the Parties have agreed to matters connected with each CHR 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.
8. Through this IIBA, the Parties seek to strengthen the capacity of Inuit to participate in the planning and management of the CHRs in the Nunavut Settlement Area, ensure their participation in that planning and management, support the knowledge of and transmittal of the cultural values of Inuit, and increase their ability to participate in the economic development opportunities flowing from the designation of the rivers.

In consideration of the promises contained herein, THE PARTIES AGREE AS FOLLOWS:

Article 1: Definitions

1.1 A term or phrase defined in the Nunavut Agreement and used in the same context in this IIBA has, for the purposes of this IIBA, the same meaning as that set forth in Article 1 of the Nunavut Agreement, or any other article of the Nunavut Agreement.

1.2 Except if the context requires otherwise, for the purpose of this IIBA:

“Adjacent Community” means a community that is associated with one or more of the CHRs as listed in Schedule 2;

“Canadian Heritage River” or “CHR” means a river in Nunavut designated as part of the Canadian Heritage Rivers System;

“Canadian Heritage Rivers System” or “CHRS” means the cooperative program of the federal, provincial and territorial governments that was established in 1984, as it pertains to Nunavut;

“CHR designation” means the establishment of CHR status for a specific portion of a river to recognize and promote the management of identified values of that river;

“CHR Designation Document” means a document that includes a set of guidelines developed by the Government of Nunavut, relevant RIAs and Adjacent Communities for actions to be taken to ensure the long-term management of the river and its associated resources according to the objectives of the CHRS and this IIBA, in accordance with the CHRS Principles, Procedures and Operational Guidelines (“CHRS PPOG”) and the provisions of the Nunavut Agreement in respect of management plans for Conservation Areas;

“CHRS PPOG” means the “Canadian Heritage Rivers System Principles, Procedures and Operational Guidelines” adopted and revised from time to time by the Canadian Heritage Rivers Board;

“Department of Culture and Heritage” means the Department of Culture and Heritage of the Government of Nunavut or any other Government of Nunavut agency or department with responsibility over archaeological sites and specimens;

“Effective Date” means April 1, 2017, once this IIBA is signed by all of the Parties and on the day that it is signed by the last Party, as set out in section 3.1.3 of this IIBA;

“IIBA Implementation Funds” means the funds provided, or to be provided, by the Government of Canada pursuant to section 16.3.1;

“Incremental Funds” means the funds provided, or to be provided, by the Government of Canada to the Government of Nunavut pursuant to section 16.4.1;

“Inuit Impact and Benefit Agreement” or “IIBA” means an IIBA as required by Article 9 of the Nunavut Agreement, or this IIBA, as the context requires;

“Inuit Language” means Inuktitut and/or Inuinnaqtun, as the circumstances require;

“Inuit Place Names” means traditional Inuit place names as referred to in section 33.9.1 of the Nunavut Agreement;

“Inuit Qaujimagatuqangit” means the traditional, current and evolving body of Inuit values, beliefs, experience, perceptions and knowledge regarding the environment, including land, water, wildlife and people, to the extent that people are part of the environment;

“NTI” means Nunavut Tunngavik Incorporated;

“Nunavut Agreement” 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;

“Regional Inuit Association” or “RIA” means the Kitikmeot Inuit Association, the Kivalliq Inuit Association, or the Qikiqtani Inuit Association, as the context requires;

“Visitor” means any person, including a commercial operator, who enters or uses CHRs, other than:

- (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 Nunavut Agreement; and
- (c) an employee or contractor of a Party acting within the scope of his or her employment or contract.

Article 2: Principles

2.1 Principles

2.1.1 The principles on which this IIBA is based include:

- a) Inuit must benefit from and participate in all the economic and other opportunities arising from CHRs;
- b) the management of CHRs must be consistent with Inuit rights under the Nunavut Agreement;
- c) the management of CHRs must support the traditional and living heritage of Inuit culture;
- d) the implementation of this IIBA must support Inuit capacity-building, encourage Inuit self-reliance, and support the cultural and social well-being of Inuit;
- e) ensuring that CHR designation is beneficial to all Parties and that the management of CHRs avoids detrimental social, cultural and economic impacts on Inuit;
- f) the management of CHRs must support the use of the Inuit Language and incorporate Inuit Qaujimajatuqangit into decision-making;
- g) Inuit Qaujimajatuqangit must be fully utilized in responsible decision-making regarding the land and waters of Nunavut; and
- h) the management of CHRs must uphold and reflect the principles and objectives of the Nunavut Agreement, maintain CHR values and integrity, support the understanding, appreciation and enjoyment of heritage, and encourage mutual understanding and respect among all users and managers of CHRs.

Article 3: General Provisions

3.1 Application, Term, and Interpretation

- 3.1.1 This IIBA is the IIBA required under Article 9 of the Nunavut Agreement for each designated or nominated CHR identified in Schedule 1.
- 3.1.2 If a river in Nunavut other than those identified in Schedule 1 is proposed for designation as a CHR, the Parties will determine whether the IIBA negotiated in respect of that river in accordance with section 9.4.1 and related provisions of the Nunavut Agreement will take the form of amendments to this IIBA or be a separate IIBA.
- 3.1.3 This IIBA comes into effect as of April 1, 2017 once it is signed by all the Parties and on the day that it is signed by the last Party. This IIBA may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- 3.1.4 This IIBA is for the period from April 1, 2017 to March 31, 2024.
- 3.1.5 Notwithstanding section 3.1.4, this IIBA will continue until it is terminated by written consent of the Parties or until it is replaced by a successor IIBA.
- 3.1.6 This IIBA is:
- (a) a contract; and
 - (b) not a land claims agreement or treaty within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.
- 3.1.7 This IIBA and all terms herein must be interpreted in a manner consistent with the Nunavut Agreement. In the event of any inconsistency or conflict between the IIBA and the Nunavut Agreement, the Nunavut Agreement prevails to the extent of the inconsistency or conflict. For greater certainty, nothing in this IIBA will be interpreted to undermine or diminish the rights and benefits accorded to Inuit under the Nunavut Agreement.
- 3.1.8 Nothing in this IIBA will be construed so as to abrogate or derogate from any existing or future Aboriginal or treaty rights of Inuit.
- 3.1.9 This IIBA is governed by the laws of Nunavut and Canada, as applicable.
- 3.1.10 The Recitals, Articles and Schedules constitute this IIBA and must be read as a whole and interpreted as one agreement.

3.1.11 Nothing in this IIBA affects:

- (a) the ability of Inuit to participate in and benefit from programs for Nunavut residents, Inuit or other Aboriginal people as set out in Article 2.7.3(b) of the Nunavut Agreement; or
- (b) the rights of Inuit as Canadian citizens.

3.1.12 Any time period set out in this IIBA may be extended by the written consent of the relevant Parties.

3.2 Consultation

3.2.1 A requirement in this IIBA to consult a Party, includes, at a minimum:

- (a) written notice of the matter in sufficient form and detail to allow the Party being consulted to prepare its views;
- (b) a reasonable period of time for the Party being consulted to prepare its views and an opportunity to discuss those views with the consulting Party;
- (c) full and fair consideration of any views presented and adequate explanation in writing of how those views have been taken into account; and
- (d) accommodation if appropriate.

3.2.2 A requirement in this IIBA, to consult an Adjacent Community includes, at a minimum:

- (a) reasonable and culturally appropriate consultation techniques, which facilitate the sharing of views by unilingual and other Inuit;
- (b) interpretation and translation of relevant materials, as required; and
- (c) a summary of the consultation process in English and the Inuit Language.

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

3.3 Fulfillment of Obligations

3.3.1 The Parties must take all reasonable steps to give full effect to the provisions of this IIBA.

3.4 Renegotiation

3.4.1 Unless otherwise agreed by the Parties, the Parties must negotiate a successor IIBA every seven years and commence negotiation of a successor IIBA no later than one year before the expiry of each IIBA.

3.4.2 The Parties must complete a review of this IIBA before the end of the fifth year after the Effective Date to identify priorities for the next IIBA.

3.4.3 The Government of Canada's obligation to provide the funding identified in section 16.2.2 is effective retroactively to April 1, 2017.

3.4.4 Beginning on April 1, 2024, funding for the ongoing activities identified below will be calculated as one-seventh of the total sum provided for in section 16.3.1 for each of the listed activities, adjusted using the Final Domestic Demand Implicit Price Index, and will be paid to NTI for the benefit of the RIAs. This funding must be paid annually in four equal quarterly payments beginning on April 1, 2024, and must continue for a period of two years, or until a renewed agreement has been negotiated and payment has commenced under the renegotiated agreement, whichever comes first:

- (a) RIA involvement in CHR management support (section 6.3.9);
- (b) cultural camps (section 8.2.2);
- (c) education and recreation activities (section 8.3.3);
- (d) scholarships (section 11.2.2);
- (e) Inuit opportunities fund (section 13.2.3); and
- (f) water monitoring activities (section 14.2.3).

Article 4: Inuit Owned Lands

4.1 Objective

4.1.1 This Article has the following objective:

- (a) to prevent Inuit rights under the Nunavut Agreement in respect of IOLs within or adjacent to CHRs from being adversely affected by CHR management.

4.2 Inuit Rights

4.2.1 For greater certainty, nothing in this IIBA restricts Inuit rights or activities under the Nunavut Agreement within or adjacent to CHRs.

4.3 Inuit Owned Lands

4.3.1 In this section “IOLs” means the IOLs that are within or adjacent to the CHRs.

4.3.2 For greater certainty, Government of Nunavut or Government of Canada decisions and activities related to CHRs, including CHR Designation Documents, will not affect or impose any obligations or restrictions on the ownership and management of IOLs by RIAs or NTI or affect land use activities on those IOLs, without the agreement of the owner of the IOL.

4.3.3 Any Government of Nunavut or Government of Canada agent, employee or contractor exercising a right of access to IOLs for a purpose related to CHRs must notify the relevant RIA of their actions on IOLs and must make reasonable efforts to provide the RIA with written notice prior to entering any IOL. If prior written notice has not been given, the relevant Government must provide notice to the RIA as soon as practicable and appropriate after entering onto an IOL.

4.3.4 An RIA may provide information to the Government of Nunavut in respect of access and use of IOLs incidental to the visitation of CHRs. The Government of Nunavut must post this information in English, French and the Inuit Language on any website related to CHRs.

4.3.5 The Government of Nunavut must also ensure that this information is available in non-electronic form in English, French and the Inuit Language at visitor centres in each Adjacent Community. The Government of Nunavut will be responsible for the cost of and coordinating translation services.

4.3.6 The cost associated with sections 4.3.4 and 4.3.5 must be borne by the Government of Canada and provided to the Government of Nunavut in Incremental Funds.

Article 5: Polar and Grizzly Bear Compensation

5.1 Objective

5.1.1 This Article has the following objective:

- (a) to appropriately compensate Inuit for emergency, accidental or illegal kills of bears in CHRs, or adjacent to CHRs.

5.2 Emergency, Illegal or Accidental Kills of Polar Bears or Grizzly Bears

- 5.2.1 If as a result of an emergency, an accident or illegal activity, a polar bear or a grizzly bear is killed in a CHR by a Visitor to the CHR, the Government of Nunavut must pay compensation, as set forth below, to the Hunters and Trappers Organization (“HTO”) of the Adjacent Community for the tag or credit allocated for that bear.
- 5.2.2 If as a result of an emergency, an accident or illegal activity a Government of Canada or Government of Nunavut employee, agent or contractor kills a polar bear or grizzly bear in a CHR, or while travelling to or from a CHR, the Government of Nunavut must pay compensation, as set forth below, to the HTO of the Adjacent Community for the tag or credit allocated for that bear.
- 5.2.3 Within 30 days following the date on which the HTO of an Adjacent Community gives the Government of Nunavut notice of a kill as described in sections 5.2.1 or 5.2.2, the Government of Nunavut must pay the relevant HTO compensation in the amount of \$20,000 for each polar bear tag or credit forfeited by the Adjacent Community as a result of the polar bear killed, or in the case of grizzly bears, for each bear killed.
- 5.2.4 Within 30 days following an amendment to the regulations or other instrument setting the next Total Allowable Harvest for polar bears, the Government of Nunavut must pay the HTO in the Adjacent Community \$20,000 for each additional tag or credit forfeited by the community, either in the year of the kill or in the following year, as a result of the bear kill.
- 5.2.5 If Government of Nunavut policy or a Government of Nunavut-Inuit memorandum of understanding provides for payment of compensation for polar bear kills of an amount greater than \$20,000, the Government of Nunavut must pay the increased amount from the time the greater amount is in effect for subsequent polar bear and grizzly bear kills in accordance with this Article.

- 5.2.6 All compensation identified in Article 5 must be borne by the Government of Canada and provided to the relevant HTO by the Government of Nunavut from Incremental Funds.
- 5.2.7 Any valuable parts of a polar bear or grizzly bear killed in an emergency, illegal, or accidental kill must be disposed of in accordance with section 5.6.55 of the Nunavut Agreement.
- 5.2.8 At the annual review meeting under section 6.4.1 of this IIBA, the Government of Nunavut must report on any measures taken in accordance with this Article. The Government of Nunavut must also make this report available to the relevant HTO, Regional Wildlife Organization, the Nunavut Wildlife Management Board, and other agencies having jurisdiction over wildlife.

Article 6: CHR Planning and Management

6.1 Objectives

6.1.1 This Article has the following objectives:

- (a) To provide for effective joint management of CHRs in accordance with the Nunavut Agreement;
- (b) To provide for decision-making for CHRs that is substantially informed and influenced by Inuit Qaujimajatuqangit;
- (c) To provide for a process for new CHR nominations and designations;
- (d) To provide for an annual review meeting among the Parties and representatives of Adjacent Communities; and
- (e) To provide for Inuit involvement, through RIAs and Adjacent Communities, in the planning and management of each CHR in Nunavut.

6.2 Additional CHR Proposals, Nominations and Designations

- 6.2.1 The Government of Canada and the Government of Nunavut must provide written notice to NTI and the relevant RIA before proceeding with pre-nomination studies in respect of nominating a river not identified in Schedule 1.
- 6.2.2 The Government of Canada and the Government of Nunavut must provide written notice to NTI and the relevant RIA before proceeding with formal community consultations in respect of nominating a river not identified in Schedule 1, and must invite and provide a reasonable opportunity to NTI and the relevant RIA to participate in the formal community consultations.
- 6.2.3 In this section, “formal community consultations” includes any steps or efforts to inform local Inuit of a potential nomination, or to obtain and record information as to their views in respect of that potential nomination, including through media of any kind, surveys, or public meetings, but does not include casual conversation between individuals.
- 6.2.4 No CHR nomination of a river not identified in Schedule 1 may proceed without the written agreement of the Government of Canada, Government of Nunavut, NTI, and the relevant RIA.

6.3 CHR Designation Documents

- 6.3.1 The Government of Nunavut and the Government of Canada must involve the RIAs, NTI and Adjacent Communities in any decision-making related to CHRs.
- 6.3.2 Within four years of signing this IIBA, the Government of Nunavut must complete a CHR Designation Document for each designated river identified in Schedule 1. If a CHR Designation Document already exists, the Government of Nunavut must review and, if required by any Party, amend the CHR Designation Document within four years of the Effective Date and thereafter must review and, if required, amend the CHR Designation Document every five years.
- 6.3.3 The Government of Nunavut must consult the relevant RIA and Adjacent Community in the development, review and amendment of all CHR Designation Documents.
- 6.3.4 In developing and reviewing CHR Designation Documents, the Government of Nunavut must carefully consider all Inuit Qaujimagatuqangit brought forward by an RIA or Inuit of an Adjacent Community.
- 6.3.5 Upon completion of a CHR Designation Document, or a CHR Designation Document review, the Government of Nunavut must provide the relevant RIA and Adjacent Community with a consultation report listing the consultations that took place, the information collected and how Inuit views were incorporated into the CHR Designation Document.
- 6.3.6 The Government of Nunavut must seek and obtain a letter of support from the relevant RIA for completed CHR Designation Documents, and amendments to CHR Designation Documents, before a CHR Designation Document or amendments are tabled with the Canadian Heritage Rivers Board.
- 6.3.7 The Government of Nunavut must consult the relevant RIA and Adjacent Community when undertaking a CHRS ten year monitoring report.
- 6.3.8 Upon completion of a ten year monitoring report, the Government of Nunavut must provide the relevant RIA and the Adjacent Community with a consultation report as described in section 6.3.5.
- 6.3.9 The Government of Canada must provide the RIAs with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(a) of this IIBA to support the involvement of RIAs in CHR management planning and review.

6.4 Annual Review Meeting

- 6.4.1 The Parties, and a representative from each Adjacent Community, must meet annually, in or about March of each year, or on some other date to which they agree, commencing one year after the Effective Date for a review of the implementation of the IIBA.
- 6.4.2 At the annual review meeting, the Parties must assess whether the objectives and obligations set out in this IIBA are being achieved and must, as specified from (a) to (m) below, provide the following information:
- (a) an update by the Government of Nunavut on programs and/or initiatives related to CHRs;
 - (b) any proposals or nominations for new CHRs by any Party;
 - (c) an update by all Parties outlining progress on the implementation of IIBA provisions;
 - (d) best practices and most effective ways to implement the IIBA;
 - (e) an update from the Government of Nunavut on completed, reviewed and amended CHR Designation Documents and CHR Designation Document implementation;
 - (f) annual Government of Canada budgets for: i) the CHRS program funding, ii) the CHRs, and iii) implementation of this IIBA, to be provided by the Government of Canada;
 - (g) annual Government of Nunavut budgets for: i) CHRs, ii) implementation of this IIBA, and iii) any other funding in respect of CHRs, to be provided by the Government of Nunavut;
 - (h) an update by the RIAs on financial expenditures related to CHR implementation activities;
 - (i) the Government of Nunavut's three year departmental forecasts in respect of CHR IIBA implementation activities;
 - (j) a report outlining any statistics or data gathered by any Party relevant to CHRs including, but not limited to, annual CHR and Adjacent Community Visitor numbers, Visitor surveys results, and monitoring results;

- (k) a report outlining water monitoring activities and results within CHR watersheds, to be provided by the Government of Canada;
- (l) CHR Board and Technical Planning Committee meeting minutes, decisions and reports, to be provided by the Government of Nunavut; and
- (m) Government of Nunavut and Government of Canada publications and materials about CHRs, and any draft publications aimed at disseminating information about CHRs.

6.4.3 At the request of NTI, an RIA or a representative of an Adjacent Community, any report referred to in section 6.4.2 must be provided by the Government of Nunavut or the Government of Canada as the case may be in the Inuit Language.

6.4.4 At the annual review meeting, any Party may propose amendments to the IIBA to improve implementation of the IIBA, to ensure that IIBA principles, objectives and obligations are met, and to identify and address any new or unforeseen detrimental impacts.

Article 7: Information Requests and Communication Materials for Adjacent Communities

7.1 Objectives

7.1.1 This Article has the following objectives:

- (a) To provide a process for answering information requests made by the Parties and Adjacent Communities in respect of CHRs or IIBA implementation;
- (b) To address how the Parties will inform Adjacent Communities about CHRs, this IIBA, and potential opportunities related to CHRs; and
- (c) To support the use of the Inuit Language.

7.2 Information Requests

7.2.1 The Parties must provide written responses as soon as practicable and in any event no later than within 90 days to information requests by RIAs, NTI or a member of an Adjacent Community related to CHRs, this IIBA, or its implementation.

7.3 Communication Materials for Adjacent Communities

7.3.1 In consultation with the RIAs and NTI, the Government of Nunavut must develop a fact sheet for Adjacent Communities and install a permanent display in each Adjacent Community in an accessible location that assists Adjacent Communities to better understand CHRs, the benefits of this IIBA, and the potential for Adjacent Communities to contribute to and benefit from CHRs.

7.3.2 The associated costs of developing and installing the fact sheets and permanent displays referred to in section 7.3.1 must be borne by the Government of Canada and provided to the Government of Nunavut as Incremental Funds.

7.3.3 To promote CHRs in Adjacent Communities, NTI must conduct a logo competition. The Government of Canada must provide NTI with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(b) of this IIBA for this purpose.

7.4 Inuit Language

- 7.4.1 In accordance with section 8.4.16 and section 9.4.3 of the Nunavut Agreement, the Government of Nunavut must make available Inuit Language translations of fact sheets, permanent displays and all other materials for Adjacent Communities.

- 7.4.2 The Government of Nunavut must provide Inuit Language translations of this IIBA, CHR Designation Documents, and all publications aimed at informing Inuit or the Nunavut public about CHRs.

Article 8: Cultural Camps, Youth Activities and Emergency Shelters

8.1 Objectives

8.1.1 This Article has the following objectives:

- (a) To support opportunities for Inuit in Adjacent Communities to further their connections with CHRs;
- (b) To promote entrepreneurial and economic opportunities related to CHRs among Inuit youth in Adjacent Communities;
- (c) To support the sharing of Inuit Qaujimagatuqangit and Inuit knowledge between generations;
- (d) To support the collection of traditional knowledge and the appreciation and transmission of Inuit culture and heritage; and
- (e) To encourage educational, recreational and career-oriented activities for youth in Adjacent Communities related to CHRs.

8.2 Cultural Camps

8.2.1 RIAs, or their delegates, must provide annual cultural camps in support of Inuit heritage and the transmission of Inuit heritage to younger generations.

8.2.2 The Government of Canada must provide RIAs with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(c) of this IIBA for cultural camps.

8.3 CHR Education and Recreation Activities for Youth

8.3.1 RIAs must administer an education and recreation fund for youth activities in Adjacent Communities. The purposes of the fund are:

- (a) to increase the understanding of CHR values including Inuit heritage, natural heritage, conservation, and community involvement in CHR management among youth in Adjacent Communities;
- (b) to promote an understanding of entrepreneurial and economic opportunities and activities related to CHRs among youth in Adjacent Communities; and
- (c) to promote youth engagement and recreational activities.

- 8.3.2 NTI and RIAs must encourage schools, and local and Inuit organizations in Adjacent Communities to apply for funds for youth-related activities such as:
- (a) projects related to stewardship, monitoring and conservation of CHRs;
 - (b) projects partnering youth with elders for the sharing of knowledge related to CHRs and adjacent areas;
 - (c) science camps related to CHRs;
 - (d) projects related to the tourism or economic potential of CHRs and adjacent areas;
 - (e) development of educational materials related to CHRs; and
 - (f) field trips and outdoor recreation activities related to CHRs and adjacent areas.
- 8.3.3 The Government of Canada must provide the RIAs with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(g) of this IIBA for the activities under sections 8.3.1 and 8.3.2.

8.4 Emergency Shelters

- 8.4.1 The Kivalliq Inuit Association, or its delegate, will increase safety and access for Inuit, Visitors and Government of Nunavut and Government of Canada employees and contractors on the Kazan and Thelon CHRs by constructing and maintaining one emergency shelter on the lower reaches of the Kazan River and one emergency shelter on the lower reaches of the Thelon River.
- 8.4.2 The Government of Canada must provide the Kivalliq Inuit Association, or its delegate, with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(d) of this IIBA for the construction and maintenance of the two emergency shelters.
- 8.4.3 Emergency Shelter requirements for future nominated rivers will be determined by the Government of Canada, Government of Nunavut, NTI, and the relevant RIA.

Article 9: Archaeology

9.1 Objective

9.1.1 This Article has the following objectives:

- (a) To protect and conserve Archaeological Sites and Archaeological Specimens; and
- (b) To ensure all activities in CHRs comply with the requirements of Article 33 of the Nunavut Agreement.

9.2 Requirements related to Archaeological Sites and Archaeological Specimens

- 9.2.1 The Government of Nunavut's Department of Culture and Heritage must inform the relevant RIA of any actions it or its contractors take in respect of Archaeological Sites and Archaeological Specimens in CHRs. If Government of Nunavut employees or contractors become aware of any Archaeological Sites or Archaeological Specimens within a CHR that have not been previously documented by the Government of Nunavut's Department of Culture and Heritage or Inuit Heritage Trust, they must, if possible, photograph and note the geographic coordinates of the Sites or Archaeological Specimens; and
- (a) notify the Department of Culture and Heritage and the Inuit Heritage Trust, of the information and photographs, and
 - (b) notify the relevant RIA that they have given a notification under paragraph (a).
- 9.2.2 If the Government of Nunavut is contacted by any person regarding a concern in respect of the protection of an Archaeological Site or Archaeological Specimen within a CHR, it must advise the person to contact immediately the Department of Culture and Heritage and the Inuit Heritage Trust.

Article 10: Inuit Place Names

10.1 Objectives

10.1.1 This Article has the following objectives:

- (a) To provide for the documentation and mapping of Inuit Place Names, if Inuit Place Names inventories have not been completed, within and adjacent to CHRs; and
- (b) To provide for the usage of Inuit Place Names in the establishment and management of CHRs.

10.2. Documenting, Using and Publishing Inuit Place Names

10.2.1 NTI or its delegate must document and map Inuit Place Names in respect of areas within or adjacent to CHRs if the Inuit Place Names inventories have not been completed as of the Effective Date of this IIBA.

10.2.2 The Government of Canada must provide NTI with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(e) of this IIBA for Inuit Place Names documentation and mapping.

10.2.3 Inuit Place Names collected under section 10.2.1 must be submitted to the Inuit Heritage Trust which may submit the Inuit Place Names for official designation in accordance with section 33.9.2 of the Nunavut Agreement.

10.2.4 Any official name change of a Canadian Heritage River must be in accordance with the Geographic Names Board of Canada policies and procedures, and must be in the following form: “[Inuit Language name] Canadian Heritage River.”

Article 11: Education and Government Employment

11.1 Objectives

11.1.1 This Article has the following objectives:

- (a) To support educational opportunities for Inuit; and
- (b) To contribute towards the fulfilment of Article 23 of the Nunavut Agreement in conservation-related government employment.

11.2 CHR Scholarships and Grants

11.2.1 The RIAs must provide CHR scholarships or educational grants to Inuit for post-secondary programs related to conservation, natural or applied sciences, culture and heritage, planning, land, water, wildlife or environmental management, economic development, tourism, hospitality services and any other area that may be related to CHRs or CHR management.

11.2.2 The Government of Canada must provide the RIAs with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(f) of this IIBA for the above scholarships and grants.

11.3 Employment of Inuit in Government

11.3.1 The Government of Canada and the Government of Nunavut must invite a representative of the relevant RIA to participate in the hiring process for all Government employment opportunities in the Nunavut Settlement Area in which the CHRS program or the implementation of this IIBA are a primary responsibility. This participation must include at least:

- (a) involvement in the preparation of job descriptions, search criteria, equivalencies in lieu of educational requirements, the creation of job advertisements, and interview questions; and
- (b) participation in any hiring interviews and selection panels.

11.3.2 As contemplated in subsection 23.4.2(d)(iii) of the Nunavut Agreement, the Government of Canada and the Government of Nunavut must include the following when establishing hiring criteria and qualifications for the positions referred to in section 11.3.1:

- (a) knowledge of Inuit culture, society and economy;
- (b) knowledge of the Nunavut Agreement;
- (c) familiarity with this IIBA;
- (d) fluency in an Inuit Language;
- (e) knowledge of CHRs; and
- (f) experience in Nunavut and in one or more of the Adjacent Communities.

- 11.3.3 When recruiting for indeterminate and term positions in Nunavut with CHR-related duties, the Government of Nunavut and the Government of Canada must give preference to qualified Inuit. The relevant Government must consult with NTI before hiring a non-Inuk for a position with CHR-related duties.
- 11.3.4 If an Inuk is not hired for a position through a hiring process referred to in section 11.3.1, by either the Government of Nunavut or the Government of Canada, that Government may hire a non-Inuk for a term position not exceeding three years.
- 11.3.5 If a non-Inuk is hired by the Government of Nunavut pursuant to section 11.3.4, or there is a current non-Inuk employee in a term position with CHR-related duties, the Government of Nunavut must provide for an Inuk internship for the employment position that includes unique professional development learning and intern-to-intern support. The relevant department of the Government of Nunavut employee must apply within fifteen business days to the Government of Nunavut's Sivuliqtiksat Internship Program, or its equivalent successor, for the purpose of hiring an Inuk intern.
- 11.3.6 Upon successful completion of the internship, the Inuk intern referred to in section 11.3.5 shall replace the non-Inuk incumbent on an indeterminate basis.
- 11.3.7 In the event a non-Inuk is hired by the Government of Canada, the Government of Canada must provide an Inuk with an internship opportunity within thirty days that is equivalent to the Government of Nunavut's Sivuliqtiksat Internship Program.
- 11.3.8 The Government of Canada internship must be of a duration that results in the Inuk intern completing the internship at the same time as the non-Inuk hired pursuant to section 11.3.4 completes his or her employment term. The Inuk intern, if qualified, available, and in possession of a positive performance review, must be hired in a term or indeterminate position.

11.3.9 For greater certainty, the internship position in section 11.3.4 is in addition to any existing summer student programs that currently exist in the Government of Nunavut or the Government of Canada.

Article 12: Information for Visitors

12.1 Objectives

12.1.1 This Article has the following objectives:

- (a) To promote Visitor understanding of Nunavut, the Nunavut Agreement and Inuit relationship with CHRs; and
- (b) To promote Nunavut CHRs and Adjacent Communities to potential Visitors.

12.2 Visitor Information and CHR Marketing

12.2.1 In consultation with the relevant RIA and NTI, the Government of Nunavut must provide the following information to potential Visitors on its websites containing information about CHRs:

- (a) a summary of the Nunavut Agreement and the role of the Parties and Adjacent Communities in the management of CHRs;
- (b) information on IOLs, and the responsibilities of Visitors while on IOLs;
- (c) links to NTI and RIA websites and, if available, information provided by RIAs as described in section 4.3.4;
- (d) a summary of the role of this IIBA in providing benefits to Inuit with a link to this IIBA;
- (e) a link to a map for each CHR that identifies information for Visitors including portages, camping sites, emergency shelters, IOLs, Inuit Place Names and outpost camps and cabins;
- (f) information about outpost camps and Inuit guides, with contact information for local HTOs able to advise Visitors on the appropriateness of an outpost camp visit and the availability of Inuit guides;
- (g) additional tourist information specifying points of departure for Visitor activities and a description of each Adjacent Community with information about visitor centres, heritage museums, attractions, local services, cultural activities, Inuit tourism services and products including contact information; and
- (h) a link to an English/French/Inuit language glossary of basic phrases and terms that may be useful to Visitors.

12.2.2 All the information products listed from paragraphs 12.2.1(a) to (h) must be made available by the Government of Nunavut in a non-electronic form in English, French and in the Inuit Language at visitor and heritage centres in Adjacent Communities.

12.2.3 The costs related to the development and distribution of information products under sections 12.2.1 and 12.2.2 must be borne by the Government of Canada and provided to the Government of Nunavut through Incremental Funds.

12.3 CHR Maps

12.3.1 The Government of Nunavut must identify the following features on all CHR-related maps:

(a) IOLs; and

(b) Inuit Place Names identified under the Government of Nunavut's Geographic Names Policy.

12.3.2 In accordance with timelines determined in updated CHR Designation Documents, NTI and the RIAs must provide the Government of Nunavut with Inuit Place Names for inclusion in CHR Designation Documents and public materials.

12.3.3 Upon request, the Government of Nunavut must provide the relevant RIA with digital copies of such maps, subject to any licensing requirements the Government of Nunavut may have.

12.4 CHR Promotion

12.4.1 In consultation with NTI and the RIAs, Government must promote Nunavut CHRs in locations outside of Nunavut. These locations may include airports and tourism centres in places such as Edmonton, Ottawa, Montreal and Yellowknife.

Article 13: Inuit Opportunities: Culture, Tourism, Business and Contracting

13.1 Objectives

13.1.1 This Article has the following objectives:

- (a) To promote the economic self-reliance and cultural and social well-being of Inuit;
- (b) To promote economic opportunities for Inuit in Adjacent Communities, particularly in respect of CHR tourism-related goods and services;
- (c) To provide for Inuit training and on-going support to establish, operate, and maintain businesses in Adjacent Communities, particularly in respect of CHR tourism-related goods and services;
- (d) To promote Inuit activities to attract Visitors to CHRs and to the Adjacent Communities;
- (e) To promote Inuit activities in maintaining or increasing the ecotourism, heritage, cultural and recreational value of CHRs and areas between CHRs and Adjacent Communities;
- (f) To contribute towards the fulfilment of Article 24 of the Nunavut Agreement in respect of government contracts; and
- (g) To improve the capacity of Inuit firms to compete for and their capacity to be awarded government contracts.

13.2 Inuit Opportunities Fund

13.2.1 The RIAs must administer an Inuit Opportunities Fund. The RIAs must encourage individual Inuit, Inuit businesses, and Inuit organizations to apply for available funds to:

- (a) promote CHR-related economic initiatives including:
 - i. the development of goods and services related to tourism, country foods, arts, crafts and hospitality services;
 - ii. the development of other business opportunities such as land, water and environmental management services; and

- iii. mentoring for interested Inuit by established business providers for the purpose of providing ongoing support, assistance and training.
- (b) promote Inuit cultural and recreational activities which support Inuit and may attract Visitors to CHRs and Adjacent Communities including:
- i. the collection of local Inuit knowledge, history and Inuit Qaujimagatuqangit and production of education materials;
 - ii. Inuit cultural programs, products or services; and
 - iii. recreational activities.
- (c) promote training related to (a) and (b) above including:
- i. the development of funding proposals for producing goods or services;
 - ii. the development of business plans;
 - iii. the development of marketing plans for products or services;
 - iv. maintenance of records and accounts; and
 - v. other training in support of Inuit businesses and entrepreneurship.

13.2.2 The Inuit Opportunities Fund may be used to provide seed funds for the start-up of Inuit businesses under paragraph 13.2.1(a) and to pay for business and insurance fees and other similar expenses for these businesses.

13.2.3 The Government of Canada must provide the RIAs with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(h) of this IIBA for an Inuit Opportunities Fund.

13.3 Inuit Contracting

13.3.1 The Government of Nunavut must issue all contracts related to CHRs in accordance with Article 24 of the Nunavut Agreement and the *Nunavummi Nangminiqaqtunik Ikajuuti Regulations* or its successor.

Article 14: CHRs – Water Monitoring

14.1 Objectives

14.1.1 This Article has the following objectives:

- (a) To support water monitoring activities and the involvement of the RIAs and Adjacent Communities in water monitoring activities; and
- (b) To provide RIAs and Adjacent Communities with increased capacity to participate in CHR water monitoring activities.

14.2 Water Monitoring Pilot Projects

14.2.1 To support CHR water monitoring activities of the RIAs and Adjacent Communities, the Government of Canada must provide for capacity building initiatives related to CHR water monitoring including water monitoring program design, data management, data analysis and water sampling training.

14.2.2 The Government of Canada must enter into a Memorandum of Understanding with each RIA for water monitoring of CHRs.

14.2.3 The Government of Canada must provide the RIAs with IIBA Implementation Funds in the amounts identified in paragraph 16.3.1(i) of this IIBA for water monitoring activities, as outlined in section 14.2.1.

Article 15: Plaques, Commemoration and Celebrations

15.1 Objectives

15.1.1 This Article has the following objectives:

- (a) To provide for the commemoration of CHRs; and
- (b) To provide for a celebration of CHRs in each Adjacent Community.

15.2 CHR Commemoration

15.2.1 In consultation with the relevant RIA, the Government of Nunavut must prepare the text for any new CHRs plaques.

- 15.2.2 In the event that a CHRS plaque must be replaced for any reason, the Government of Nunavut must review existing text in consultation with the relevant RIA, and if appropriate, prepare new text for the plaque.
- 15.2.3 In accordance with section 8.3.16 of the Nunavut Agreement, the text on all CHRS plaques must be produced and be equally prominent in the Inuit Language, English and French.
- 15.2.4 The cost of production, shipment, and mounting of plaques will be the responsibility of the Government of Canada and the Government of Nunavut in accordance with the CHRS PPOG and must not be funded from IIBA Implementation funds.

15.3 CHR Celebrations

- 15.3.1 To recognize the natural, cultural, recreational and heritage values of CHRs and promote community partnership in managing CHRs, the relevant RIA, or its delegate, must organize a CHR celebration day in each Adjacent Community. The Government of Nunavut must provide the RIAs with existing CHR information and materials to be displayed and distributed on celebration days. For greater certainty, the Government of Nunavut is not responsible for creating event-specific materials.
- 15.3.2 The Government of Canada, the Government of Nunavut and the Kitikmeot Inuit Association must hold a special celebration in the Adjacent Community of Kugluktuk when the Coppermine River is formally designated as a CHR.
- 15.3.3 The Government of Canada must provide the RIAs with IIBA Implementation Funds in the amounts identified paragraph 16.3.1(j) of this IIBA for celebrations in the Adjacent Communities described in sections 15.3.1 and 15.3.2.

Article 16: IIBA Implementation Funds and Summary of Benefits

16.1 Objectives

16.1.1 This Article has the following objectives:

- (a) To provide for the full, effective and cooperative implementation of this IIBA; and
- (b) To provide transfer payments to NTI and RIAs to be allocated for IIBA funding benefits.

16.2 IIBA Implementation Funding

16.2.1 Subject to sections 3.4.3 and 3.4.4, the Parties' obligations to implement this IIBA commence on the Effective Date and funds must be transferred as soon as reasonably practicable after the Effective Date.

16.2.2 To implement this IIBA, the Government of Canada must provide a total of \$6,500,000 in Implementation Funds apportioned in one-time lump sum payments to NTI and the RIAs as set out in section 16.3.1. This IIBA constitutes the grant agreement and will serve as the federal mechanism for the provision of funding.

16.3 IIBA Implementation Funds

16.3.1 The Government of Canada must provide the specified amounts for the following benefits:

- (a) \$70,000 to each RIA (\$210,000) to support RIA involvement in CHR management as set forth in section 6.3.9;
- (b) \$5,400 to NTI for a one-time logo competition for CHRs as set forth in section 7.3.3;
- (c) \$181,930 to each RIA (\$545,790) for annual cultural camps in support of Inuit heritage transmission to younger generations as set forth in section 8.2.2;
- (d) \$179,400 to the Kivalliq Inuit Association for two emergency shelters (one on the Kazan River and one on the Thelon River) in support of safety and access to CHRs as set forth in section 8.4.2;

- (e) \$69,000 to NTI for Inuit Place Names inventory as set forth in section 10.2.2;
- (f) \$161,000 to each RIA (\$483,000) for education scholarships or grants to Inuit as set forth in section 11.2.2;
- (g) \$161,000 to each RIA (\$483,000) for education and recreational activities for youth as set forth in section 8.3.3;
- (h) \$1,159,470 to each RIA (\$3,478,410) for an Inuit Opportunities Fund to support Inuit activities related to CHRs and promote Inuit economic activities as set forth in section 13.2.3;
- (i) \$333,333 to each RIA (\$1,000,000) for a water monitoring pilot project for CHRs as set forth in section 14.2.3; and
- (j) \$15,333 to each RIA (\$46,000) for celebrations in Adjacent Communities as set forth in section 15.3.3.

16.3.2 Notwithstanding anything else in this IIBA, at the end of seven years NTI and the RIAs will retain any unexpended portion of the above funds, and may use them for any of the above or similar IIBA implementation purposes.

16.4 Incremental Funds

16.4.1 The Government of Canada must provide the Incremental Funds referred to in this IIBA to the Government of Nunavut to cover implementation costs which the Government of Nunavut would not have incurred in the absence of this IIBA.

16.5 Reporting Requirements

16.5.1 The Government of Nunavut, NTI and each RIA must prepare an Annual Unaudited Schedule of Revenue and Expenditures from Incremental Funds and Implementation Funds respectively for each Fiscal Year and must deliver those Financial Reports to the Government of Canada within 120 days of the end of each Fiscal Year.

16.5.2 The Government of Canada may, by notice to the Government of Nunavut, NTI, or an RIA, extend the deadline for the receipt of any report to be submitted to the Government of Canada under this section if the Government of Nunavut, NTI, or RIA provides notice before the applicable due dates of circumstances beyond their control preventing them from meeting the deadline.

16.5.3 The Government of Canada must provide the Government of Nunavut, NTI, and RIA respectively with notice of receipt within 30 days of receiving their Annual Unaudited Schedule of Revenue and Expenditures.

16.5.4 Section 16.5 survives the expiry or termination of this Agreement.

Article 17: Dispute Resolution

17.1 Objectives

17.1.1 This Article has the following objectives:

- (a) To provide for a timely, efficient, cost-effective and productive dispute resolution process; and
- (b) To protect, and if possible, strengthen the relationship between the Parties.

17.2 Dispute Resolution Process

17.2.1 A dispute between two or more Parties pertaining to the interpretation, application, implementation, review or amendment of this IIBA must be resolved in accordance with Article 38 of the Nunavut Agreement.

Article 18: Miscellaneous Provisions

18.1 Transfer of Obligations

18.1.1 No Party may transfer any responsibility or obligation under this IIBA to another person or body.

18.2 Full and Timely Performance

18.2.1 The Parties must take all steps that are necessary to give full effect to the provisions of the IIBA.

18.2.2 Time is of the essence in performing all provisions of this IIBA.

18.3 Amendments and Waiver

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

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

18.3.3 No written waiver of a provision of this IIBA, of performance by a Party of an obligation under this IIBA, or of default by a Party of an obligation under this IIBA, will be a waiver of any other provision, obligation, or subsequent default.

18.4 Notice

18.4.1 Except as otherwise expressly permitted or required, any communications, notices or demands made or given by a Party under this IIBA must be in writing. Such communications, notices or demands may be made or given by personal delivery, by registered mail with return receipt, by electronic mail, or by facsimile, in all cases addressed to the respective Parties as follows:

- **If to the Government of Canada:**

Minister of Indian Affairs and Northern Development

10 Rue Wellington

Gatineau, Québec

K1A 0H4

(819) 997-0002

(819) 953-4941 (fax)

- **If to the Government of Nunavut:**

Minister of Environment

P.O. Box 1000, Stn. 1320

Iqaluit, Nunavut

X0A 0H0

867 975 7742 (fax)

- **If to Nunavut Tunngavik Inc.:**

Chief Executive Officer

Nunavut Tunngavik Inc.

Box 638

Iqaluit, Nunavut

X0A 0H0

(867) 975-4900

(867) 975-4949 (fax)

- **If to the Kitikmeot Inuit Association:**

Executive Director

Kitikmeot Inuit Association

Box 18

Cambridge Bay, Nunavut

X0B 0C0

(867) 983-2458

(867) 983-2701 (fax)

- **If to the Kivalliq Inuit Association:**

Executive Director

Kivalliq Inuit Association

Box 340

Rankin Inlet, Nunavut

X0C 0G0

(867) 645-2810

(867) 645-3855 (fax)

- **If to the Qikiqtani Inuit Association:**

Executive Director

Qikiqtani Inuit Association

Box 1340

Iqaluit, Nunavut

X0C 0G0

(867) 975-8400

(867) 979-3238 (fax)

Schedule 1: Portions of Rivers with CHR Designation to which this IIBA Applies

- (a) Coppermine River (nominated – portion in Nunavut)
- (b) Kazan River (Lower Reaches in Nunavut only)
- (c) Soper River
- (d) Thelon River (Lower Reaches in Nunavut only)

Schedule 2: Adjacent Communities to CHRs

CHR	Adjacent Community
Coppermine River	Kugluktuk
Kazan River	Baker Lake
Soper River	Kimmirut
Thelon River	Baker Lake

Signature Page

FOR THE INUIT OF THE NUNAVUT SETTLEMENT AREA:

NUNAVUT TUNNGAVIK INCORPORATED:

Aluki Kotierk, President, Nunavut Tunngavik Incorporated

Date

KITIKMEOT INUIT ASSOCIATION:

Stanley Anablak, President, Kitikmeot Inuit Association

Date

KIVALLIQ INUIT ASSOCIATION:

David Ningeongan, President, Kivalliq Inuit Association

Date

QIKIQTANI INUIT ASSOCIATION:

Pauloosie Akeeagok, President, Qikiqtani Inuit Association

Date

FOR GOVERNMENT OF NUNAVUT:

The Honourable Jeannie Ehaloak, Minister of Environment

Date

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

The Honourable Carolyn Bennett,
Minister of Indian Affairs and Northern Development

Date