

**An Inuit Impact and Benefit Agreement  
for QAUSUITTUQ National Park of Canada**

## Table of Contents

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1: DEFINITIONS</b> .....	<b>2</b>
<b>ARTICLE 2: GENERAL PROVISIONS</b> .....	<b>4</b>
<b>2.1 PRINCIPLES</b> .....	<b>4</b>
<b>2.2 GENERAL OBJECTIVES</b> .....	<b>5</b>
<b>2.3 APPLICATION</b> .....	<b>5</b>
<b>2.4 FINANCIAL APPROPRIATIONS</b> .....	<b>5</b>
<b>2.5 AMENDMENT</b> .....	<b>5</b>
<b>2.6 OTHER GENERAL PROVISIONS</b> .....	<b>6</b>
<b>2.7 CONSULTATION</b> .....	<b>8</b>
<b>2.8 UNDERTAKING IN FULFILLMENT OF OBLIGATIONS</b> .....	<b>8</b>
<b>2.9 NOTICE</b> .....	<b>8</b>
<b>ARTICLE 3: NATIONAL PARK ESTABLISHMENT</b> .....	<b>10</b>
<b>ARTICLE 4: BOUNDARY</b> .....	<b>11</b>
<b>4.1 PARK BOUNDARY</b> .....	<b>11</b>
<b>4.2 CHANGES TO PARK BOUNDARIES</b> .....	<b>11</b>
<b>ARTICLE 5: INUIT RIGHTS AND USE OF RESOURCES</b> .....	<b>12</b>
<b>5.1 OBJECTIVES</b> .....	<b>12</b>
<b>5.2 INUIT ACCESS TO THE PARK</b> .....	<b>12</b>
<b>5.3 WILDLIFE RESOURCE USE</b> .....	<b>12</b>
<b>5.4 REMOVAL OF CARVING STONE</b> .....	<b>13</b>
<b>5.5 OUTPOST CAMPS</b> .....	<b>14</b>
<b>5.6 EMERGENCY KILLS OF POLAR BEAR</b> .....	<b>15</b>
<b>5.7 EMERGENCY KILLS OF MUSKOX</b> .....	<b>15</b>
<b>5.8 WATER USE</b> .....	<b>16</b>
<b>ARTICLE 6: PARK MANAGEMENT AND ADMINISTRATION</b> .....	<b>17</b>
<b>6.1 GENERAL</b> .....	<b>17</b>
<b>6.2 APPOINTMENTS, OBSERVERS, EXPERTS</b> .....	<b>17</b>
<b>6.3 QPMC OPERATIONS</b> .....	<b>18</b>
<b>6.4 COSTS OF THE QPMC</b> .....	<b>19</b>
<b>6.5 ROLE OF THE QPMC</b> .....	<b>19</b>
<b>6.6 SECRETARIAT</b> .....	<b>20</b>
<b>ARTICLE 7: PARK MANAGEMENT PLANNING</b> .....	<b>22</b>
<b>7.1 OBJECTIVES</b> .....	<b>22</b>
<b>7.2 GENERAL</b> .....	<b>23</b>
<b>7.3 STATE OF THE PARK ASSESSMENT AND SCOPING EXERCISE</b> .....	<b>23</b>
<b>7.4 PARK PLANNING TEAM</b> .....	<b>23</b>
<b>7.5 REVIEW AND RECOMMENDATION</b> .....	<b>24</b>
<b>7.6 PARK MANAGEMENT</b> .....	<b>25</b>
<b>7.7 PROJECTS AND UNDERTAKINGS OUTSIDE THE PARK</b> .....	<b>25</b>
<b>ARTICLE 8: HERITAGE RESOURCES OF THE PARK</b> .....	<b>26</b>
<b>8.1 INUIT CULTURAL AND HERITAGE RESOURCES OF THE PARK</b> .....	<b>26</b>
<b>8.2 HUMAN REMAINS, BURIAL SITES AND BURIAL OBJECTS</b> .....	<b>27</b>

<b>ARTICLE 9: RESEARCH .....</b>	<b>28</b>
9.1 GENERAL .....	28
9.2 RESEARCH STRATEGY .....	28
9.3 RESEARCH PERMITS AND APPROVALS .....	29
9.4 INUIT RESEARCHERS .....	29
<b>ARTICLE 10: PARK INFORMATION, PROMOTION AND HERITAGE INTERPRETATION .....</b>	<b>31</b>
10.1 GENERAL .....	31
10.2 PARK INFORMATION AND PROMOTION OF INUIT FIRMS .....	31
10.3 HERITAGE PROMOTION, PRESENTATION AND INTERPRETATION .....	31
<b>ARTICLE 11: VISITOR RECEPTION AND ACCESS TO THE PARK .....</b>	<b>33</b>
11.1 VISITOR RECEPTION .....	33
11.2 VISITOR REGISTRATION AND ORIENTATION .....	33
<b>ARTICLE 12: INUIT ECONOMIC OPPORTUNITIES .....</b>	<b>34</b>
12.1 CONTRACT MANAGEMENT .....	34
12.2 BUSINESS OPPORTUNITIES AND VENTURES .....	34
12.3 CLEANUP OF CONTAMINATED SITES .....	35
12.4 PARK BUSINESS LICENCES .....	35
12.5 LIMITED ENTRY .....	35
12.6 ANNUAL REVIEW .....	35
12.7 Q AUSUITTUQ NATIONAL PARK INUIT INITIATIVES FUND .....	35
<b>ARTICLE 13: INUIT CAREER AND TRAINING OPPORTUNITIES AND BENEFITS .....</b>	<b>37</b>
13.1 RECRUITMENT AND HIRING .....	37
13.2 TRAINING AND DEVELOPMENT .....	38
13.3 INUK PARK SITE MANAGER TRAINING PROVISIONS .....	39
<b>SCHEDULE 13-1 Q AUSUITTUQ NATIONAL PARK OF CANADA ORGANIZATIONAL CHART .....</b>	<b>40</b>
13.4 HOUSING .....	41
13.5 TOURISM .....	41
13.6 PERSONAL SAFETY FROM POLAR BEARS .....	42
13.7 POLAR BEAR MONITORS .....	43
13.8 TRAINING OF POLAR BEAR MONITORS .....	43
<b>ARTICLE 14: IMPLEMENTATION, REVIEW AND RENEGOTIATION .....</b>	<b>44</b>
14.1 OBJECTIVES .....	44
14.2 EXPENDITURES .....	44
14.3 IMPLEMENTATION PLAN .....	44
14.4 IMPLEMENTATION REVIEW OF THIS AGREEMENT .....	45
14.5 RENEGOTIATION OF THIS AGREEMENT .....	46
<b>ARTICLE 15: DISPUTE RESOLUTION .....</b>	<b>47</b>
15.1 OBJECTIVES .....	47
15.2 DEFINITIONS .....	47
15.3 DISPUTE RESOLUTION .....	47
<b>APPENDICES</b>	
APPENDIX 1: EXPENDITURE MODEL FOR Q AUSUITTUQ NATIONAL PARK .....	49
APPENDIX 2: MAP OF Q AUSUITTUQ NATIONAL PARK .....	51
APPENDIX 3: AREA REFERENCED IN SECTION 4.2.5 OF THIS AGREEMENT .....	53
APPENDIX 4: PROPOSED IMPLEMENTATION PLAN OUTLINE .....	55

**An Inuit Impact and Benefit Agreement  
for the  
Qausuittuq National Park of Canada**

**BETWEEN**

**The Inuit of the Nunavut Settlement Area and the Inuit of Resolute, in particular, as  
represented by the Qikiqtani Inuit Association**

**AND**

**Her Majesty the Queen in Right of Canada, as represented by the Minister of the  
Environment for the purposes of the Parks Canada Agency**

**Whereas:**

1. The Qausuittuq National Park of Canada (the Park) area has been and continues to be used by Inuit and forms a vital cultural, historical and natural component of the heritage of Inuit;
2. The Park area is an excellent representation of the Western High Arctic Natural Region of the National Parks System Plan;
3. The Parties agreed in the *Nunavut Land Claims Agreement* (NLCA) to the desirability of establishing national parks in natural regions located within the Nunavut Settlement Area;
4. Article 8 of the NLCA requires that before a national park is established in the Nunavut Settlement Area, Inuit and Canada shall negotiate in good faith for the purpose of concluding an Inuit impact and benefit agreement;
5. The Parties now wish to establish a national park in the Qausuittuq area;
6. The Parties have negotiated this Agreement to address any matters connected with the Park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## Article 1: Definitions

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

1.1.2 In this Agreement, unless the context requires otherwise,

“Agreement” means this entire Inuit impact and benefit agreement, including its preamble and schedules, and appendices.

“CNPA” means the *Canada National Parks Act*.

“Effective Date” means 1 April 2015.

“Expenditure Model” means the model attached to this Agreement as Appendix 1.

“Implementation Plan” means the plan concluded by the Parties in accordance with section 14.3 of this Agreement.

“Inuit Contractor” means an Inuk or an Inuit firm.

“List” and “recovery strategy” mean “list” and “recovery strategy” as defined in SARA.

“Minister” means the Minister responsible for Parks Canada.

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

“Park” means the Qausuittuq National Park of Canada as shown in Appendix 2.

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

“Park Management Plan” means a management plan for the Park required under section 8.4.13 of the NLCA and section 11 of the CNPA.

“Parks Canada” means Parks Canada Agency, a body corporate established by the *Parks Canada Agency Act*.

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

“PSAB” means the Government Procurement Strategy for Aboriginal Business.

“QIA” means Qikiqtani Inuit Association.

“QPMC” means Qausuittuq Park Management Committee, which is the joint Inuit/Government Park planning and management committee established by and under this Agreement.

“SARA” means the *Species at Risk Act*.

“Scoping Exercise” means the process to inform the Chief Executive Officer of Parks Canada of the planning program’s intended scope and context, and to receive endorsement to proceed with the planning process.

“State of the Park Assessment” means an assessment of the current condition of a national park in relation to its established goals and objectives.

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

“Thresholds” means the thresholds, established by or under trade agreements, as updated from time to time and as particularized in the table in the Treasury Board Contracting Policy Notice 2011-05, as updated or amended, and any successor or replacement policy notice.

“Visitor” means a person who enters the Park, but does not include an Inuk, a licensed researcher, or an employee or contractor of Parks Canada acting within the scope of his or her employment or contract.

## Article 2: General Provisions

### 2.1 Principles

- 2.1.1 The establishment, management and operation of the Park shall be consistent with the NLCA and, except to the extent of any inconsistency or conflict with the NLCA, the CNPA.
- 2.1.2 It is recognized that the Park is within the Inuit homeland and that planning and operations should reflect this geographic and cultural reality.
- 2.1.3 The establishment of the Park reflects, among other things, the contributions of Inuit to Canada's history, identity and sovereignty in the Arctic.
- 2.1.4 The establishment, management and operation of the Park shall be consistent with Inuit harvesting rights under the NLCA and provide for continued use of the Park and its resources by Inuit.
- 2.1.5 The establishment, management and operation of the Park should provide protection of the Peary Caribou and its habitat.
- 2.1.6 This Agreement should address any matter connected with the Park that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit in a manner that minimizes detrimental impacts and maximizes benefits as a result of the establishment, management and operation of the Park.
- 2.1.7 Inuit should fully benefit from, and fully participate in, the economic and other opportunities arising from the establishment, management and operation of the Park.
- 2.1.8 The establishment, management and operation of the Park should avoid social and cultural disruption to Inuit and their relationship with and use of the lands, the waters and the resources.
- 2.1.9 Inuktitut shall be supported and promoted in the creation, management and operation of the Park as set out in this Agreement.
- 2.1.10 The archaeological and cultural heritage of Inuit should be protected in the establishment, management and operation of the Park as set out in this Agreement.

2.1.11 The opportunities for Inuit provided by this Agreement should build capacity, and contribute to the cultural and socio-economic well-being of Inuit, as set out in this Agreement.

2.1.12 The implementation of this Agreement should be co-operative, in good faith, and based on the mutual commitment of the Parties.

## **2.2 General Objectives**

2.2.1 The Parties have negotiated this Agreement based on and reflecting the following objectives:

- a) to ensure Inuit participation in the planning, management and operation of the Park;
- b) to respect the rights of Inuit in the Nunavut Settlement Area and to promote greater awareness of these rights;
- c) to generate economic benefits for Inuit;
- d) to recognize the importance of Inuit Qaujimagatuqangit for the Park area and commit to its use in planning, management and operations of the Park;
- e) to ensure the integrity and conservation of natural and heritage resources in the Park area;
- f) to establish the Park as part of a system of national parks that showcases the vitality of Inuit culture and the beauty and uniqueness of the High Arctic to all Canadians and to the world; and
- g) to build a relationship between the Parties in a manner that ensures this Agreement is implemented with the spirit and intent in which it was negotiated.

## **2.3 Application**

2.3.1 This Agreement constitutes the Inuit impact and benefit agreement required under article 8 of the NLCA.

## **2.4 Financial Appropriations**

2.4.1 Amounts payable under this Agreement shall be subject to there being a Parliamentary appropriation for that particular purpose in the fiscal year in which the amount is payable.

2.4.2 Appendix 1 provides details on costs associated with the implementation of this Agreement.

## **2.5 Amendment**

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



## **2.6 Other General Provisions**

- 2.6.1 Recognizing that Canada retains ultimate responsibility for national parks, this Agreement does not limit the Minister's ability to exercise the authority granted to him or her by Parliament but the exercise of that authority in respect of the Park shall be in accordance with this Agreement.
- 2.6.2 This Agreement comes into force on the Effective Date.
- 2.6.3 This Agreement is a legally binding and enforceable agreement.
- 2.6.4 This Agreement shall be construed and governed in accordance with the laws of Canada and Nunavut.
- 2.6.5 This Agreement does not form part of the NLCA, and it is not a land claims agreement within the meaning of section 35 of the Constitution Act, 1982.
- 2.6.6 Nothing in this Agreement shall be construed so as to abrogate or derogate from any existing Aboriginal or treaty rights of Inuit.
- 2.6.7 This Agreement and all terms herein shall be read so as to be consistent with the NLCA. In the event of any inconsistency or conflict between this Agreement and the NLCA, the NLCA shall prevail to the extent of the inconsistency or conflict.
- 2.6.8 Nothing included in or excluded from this Agreement is intended to be used as a guide to the interpretation of the NLCA.
- 2.6.9 This Agreement is not a bilateral agreement under section 5.7.18 of the NLCA, and it does not establish any limitation on Inuit access rights as set forth in the NLCA.
- 2.6.10 The exclusion from this Agreement 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 future impact and benefit agreement.
- 2.6.11 The articles, schedules and appendices constitute this Agreement and shall be read together and interpreted as one agreement. The preamble, principles and objectives in this Agreement are intended to assist in its interpretation.
- 2.6.12 This Agreement constitutes the entire agreement among the Parties and there are no oral or written representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed in it.

- 2.6.13 There shall be no presumption that doubtful expressions in this Agreement are to be interpreted in favour of Canada or the Inuit.
- 2.6.14 There shall be Inuktitut, English and French versions of this Agreement. The English version shall be the authoritative version.
- 2.6.15 Nothing in this Agreement shall affect the rights or the ability of Inuit to participate in and benefit from programs for Nunavut residents, Inuit or Aboriginal peoples.
- 2.6.16 Time is of the essence in the performance of all provisions of this Agreement.
- 2.6.17 Use of the singular in this Agreement includes the plural.
- 2.6.18 When the Minister in writing designates one or more persons to act in the place of the Minister or in writing delegates a responsibility under this Agreement, Parks Canada shall provide to the QIA notice of the written designation or written delegation, and the Minister shall remain accountable for the performance of all designated and delegated responsibilities.
- 2.6.19 When QIA designates one or more organizations to act in its place or delegates a responsibility under this Agreement, it shall provide notice of the designation or delegation to Parks Canada, and it shall remain responsible for the performance of all delegated responsibilities as the Designated Inuit Organization.
- 2.6.20 This Agreement enures to the benefit of and binds the Parties and their respective successors and assigns.
- 2.6.21 No Party may transfer any responsibility or obligation under this Agreement from a person or body identified in this Agreement as having that responsibility or obligation to another person or body, without notice to and the approval of the Parties, such approval not to be unreasonably withheld. Once such approvals are given, the transferee is deemed to be a successor or assign of the Party for the purposes of this Agreement. Despite the foregoing, any responsibility or obligation of the Minister or a Parks Canada employee under this Agreement may be transferred to another Minister or employee of Canada. QIA shall be given notice of such transfer.
- 2.6.22 The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or affect the right of that or another Party to enforce such provision at a later date.

- 2.6.23 Neither of the Parties shall have a claim or cause of action based on a finding that any provision of this Agreement is invalid for any reason. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, that provision shall be deemed to be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect, and the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.
- 2.6.24 Parks Canada shall consult QIA when proposed changes to the CNPA may affect the Park.
- 2.6.25 If an individual of a wildlife species in the Park is listed on the List, the Minister shall, in accordance with SARA, cooperate with QIA and the QPMC in the preparation of any recovery strategy or action or management plans.

## **2.7 Consultation**

- 2.7.1 A duty to consult identified in this Agreement, shall include, at a minimum:
- (a) notice of the matter in sufficient form and detail to allow the party being consulted to prepare its views;
  - (b) a reasonable period of time for the party being consulted to prepare its views and an opportunity to discuss those views with the consulting party;
  - (c) full and fair consideration of any views presented;
  - (d) reasonable and culturally appropriate consultation techniques, which facilitate the sharing of views by unilingual and other Inuit;
  - (e) interpretation and translation of relevant materials, as required; and
  - (f) a summary of the consultation process in English and Inuktitut.

## **2.8 Undertaking in Fulfillment of Obligations**

- 2.8.1 The Parties shall take all steps that are necessary to give full effect to the provisions of this Agreement.

## **2.9 Notice**

- 2.9.1 Except as otherwise expressly permitted or required, any communications, notices or demands made or given by a Party under this Agreement shall be in writing. Such communications, notices or demands 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 Parks Canada:**

Superintendent  
Nunavut Field Unit, Parks Canada  
P.O. Box 278  
Iqaluit, Nunavut X0A 0H0

**If to QIA:**

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

## Article 3: National Park Establishment

- 3.1 The Park shall be known as Qausuittuq National Park of Canada.
- 3.2 The Minister shall take such steps as are necessary to add the Park to the schedule of the CNPA and give effect to those provisions of this Agreement that may require legislation.
- 3.3 Subject to this Agreement and the NLCA, the Park shall be maintained and administered for the purposes set out in, and according to, the CNPA, the Park Management Plan and national parks policy in effect from time to time.
- 3.4 Prior to the establishment of the Park under the CNPA, Parks Canada shall request the maintaining in force of a withdrawal from disposition under the *Territorial Lands Act* to provide interim protection for the lands shown in Appendix 2 and take no action that would diminish the value of the lands for national park purposes.

## Article 4: Boundary

### 4.1 Park Boundary

4.1.1 The boundaries of the Park shall be as shown in Appendix 2.

### 4.2 Changes to Park Boundaries

4.2.1 If, at any time, Parks Canada intends to redraw the boundaries of the Park, it shall refer the proposal to the QPMC for its consideration, and consult with QIA.

4.2.2 If Canada in a proposal referred to in section 4.2.1 of this Agreement intends to redraw the boundaries of the Park so as to remove lands, including a marine area, from the Park, it shall proceed in accordance with sections 8.2.6, 8.2.7 and 8.4.17 of the NLCA.

4.2.3 The Park may not be expanded unless the Parties negotiate and agree to an expansion article to this Agreement. Parks Canada shall pay the cost of such negotiations.

4.2.4 Consistent with section 8.4.17 of the NLCA, an expansion article shall address any matter connected with the expansion of the Park that would have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit.

4.2.5 Within five years of the Effective Date, the Parties shall convene a forum of at least QIA, Aboriginal Affairs and Northern Development Canada, the Canadian Wildlife Service of Environment Canada, the Government of Nunavut and the Resolute HTO with the objective of creating a plan for the management of the area shown in Appendix 3. In addition, Parks Canada shall request the maintaining in force of the interim land withdrawal for the area shown in Appendix 3 until such a plan is adopted.

## Article 5: Inuit Rights and Use of Resources

### 5.1 Objectives

5.1.1 This article has the following objectives:

- a) to acknowledge Inuit rights to harvest in the Park as set forth in the NLCA;
- b) to provide for the exercise of Inuit rights to remove carving stone from the Park as set forth in the NLCA; and
- c) to provide for the establishment of Inuit outpost camps in the Park as set forth in article 7 of the NLCA.

### 5.2 Inuit Access to the Park

5.2.1 Inuit are entitled to enter the Park at no cost.

5.2.2 An Inuk who enters the Park in accordance with the terms of a Park Business Licence may be required to register. Registration shall be at no cost.

5.2.3 In an emergency, an Inuk may use any facility in the Park, including a cabin, hut or emergency shelter, at his or her own risk.

5.2.4 Other than in an emergency, an Inuk may request the use of any facility in the Park, including a cabin or hut, at his or her own risk, and Parks Canada will not refuse the request without good reason.

5.2.5 Any abandoned buildings in the Park currently being used by Inuit for harvesting purposes shall continue to be available for use by an Inuk at his or her own risk unless Parks Canada, after receiving advice from the QPMC and on reasonable notice to an Inuk using the building, removes the building for Park purposes.

### 5.3 Wildlife Resource Use

5.3.1 Inuit rights to free and unrestricted access to lands, waters and marine areas within the Nunavut Settlement Area for the purpose of harvesting apply within the Park, subject to and in accordance with sections 5.7.16, 5.7.17 and 5.7.18 of the NLCA.

5.3.2 Parks Canada or the Inuit shall refer all wildlife management concerns relating to Park wildlife populations or habitats to the QPMC for consideration and no wildlife management measure affecting Inuit harvesting rights in the Park shall be referred by Parks Canada to the Nunavut Wildlife Management Board without the QPMC's advice.

5.3.3 In accordance with section 5.7.26 of the NLCA, an Inuk with proper identification may harvest up to his or her basic needs level in the Park without requiring any form of licence or permit and without the imposition of any form of tax or fee.

5.3.4 Inuit may harvest wildlife in the Park using any type, method or technology to harvest that is in accordance with section 5.7.42 of the NLCA.

#### **5.4 Removal of Carving Stone**

5.4.1 When there is potential for carving stone and a request from Inuit from Resolute, then Parks Canada shall undertake a detailed study to determine the location, extent and quality of any deposit of carving stone within the Park.

5.4.2 An Inuk shall have the right to remove up to 25 cubic yards of carving stone annually from the Park without a permit.

5.4.3 A permit from Parks Canada shall be required by an Inuk where:

- a) more than 25 cubic yards of carving stone may be removed in any one year from the Park or explosives will be used to extract carving stone; or
- b) power tools are being used for the extraction of carving stone, other than those referred to in section 5.4.4 of this Agreement.

5.4.4 Inuit may use small hand-held power tools to extract carving stone from the Park. The use of any other power tools to remove carving stone is subject to section 5.4.3 of this Agreement.

5.4.5 A permit referred to in section 5.4.3 of this Agreement shall be issued at no cost to the applicant.

5.4.6 Where an Inuk requires a permit to extract carving stone from the Park, an application shall be made to Parks Canada. Such an application for a permit shall be accompanied by the following information:

- a) a description of the location of the carving stone;
- b) a description of the methods to be used to extract the carving stone, including an indication of the type of any power tools to be used;
- c) a description of the access and route through the Park to the carving stone location and a description of the proposed exit route from the Park;



- d) an indication of the timing of the extraction activities;
  - e) an estimate of the amount of carving stone to be removed; and
  - f) an indication of whether explosives shall be used to extract carving stone.
- 5.4.7 Parks Canada, after receiving the advice of the QPMC, shall decide on the application as soon as possible after receiving it and shall provide the applicant with a written:
- a) approval, subject to terms and conditions established by Parks Canada on the advice of the QPMC; or
  - b) denial, including reasons.
- 5.4.8 If the application is approved under section 5.4.7(a) of this Agreement, the permit shall be issued with any terms and conditions.
- 5.4.9 The terms and conditions of a permit shall address but not be limited to the matters listed in section 5.4.6 of this Agreement.
- 5.4.10 An applicant who is refused a permit may reapply at any time.
- 5.4.11 Aircraft may be used to transport carving stone from quarry sites in the Park subject to approval by Parks Canada after receiving advice from the QPMC.
- 5.4.12 When an Inuk so requests, Parks Canada shall make available existing information about locations of carving stone deposits in the Park.
- 5.4.13 Whenever Parks Canada discovers or otherwise becomes aware of new potential sites for carving stone extraction or deposits of carving stone in the Park, it shall notify QIA as soon as possible and maintain an updated database of carving stone deposits.
- 5.4.14 The QPMC and Parks Canada shall collaborate and assist Inuit on any issues arising under the process in Part 5.4 of this Agreement.

## **5.5 Outpost Camps**

- 5.5.1 In accordance with section 7.2.2 of the NLCA, new outpost camps are subject to the approval of the Resolute HTO and this approval shall not be unreasonably withheld.
- 5.5.2 In accordance with section 7.2.4 of the NLCA, Inuit may establish outpost camps in the Park except where the establishment is inconsistent with the requirements of the Park Management Plan.

- 5.5.3 Site locations shall be determined by agreement of QIA and Parks Canada.
- 5.5.4 In accordance with section 7.5.3 of the NLCA, as a general principle, the internal operation and management of outpost camps shall be left to the discretion of Inuit occupying the camp.
- 5.5.5 Where the proposed location of an outpost camp may affect an archaeological site or other heritage resources, QIA and Parks Canada shall, prior to the approval of the location of the outpost camp, seek the advice of the Inuit Heritage Trust with regard to the imposition of any terms and conditions on the use and occupation of the site.

## **5.6 Emergency Kills of Polar Bear**

- 5.6.1 The planning and management of the Park shall incorporate measures to reduce the possibility of an emergency kill of a polar bear.
- 5.6.2 Parks Canada shall include an education awareness program to address potential encounters with polar bears as part of the information a Visitor shall receive at the Park visitor reception centre. Parks Canada shall also make this program available to employees and contractors of Canada and others who may use the Park.
- 5.6.3 Parks Canada shall require employees or contractors of Canada acting within the scope of their employment or contract, a licensed researcher, a licensed park business (including a polar bear monitor), or a lessee of public lands in the Park to make every effort to avoid an emergency kill of polar bear. In the event of an emergency kill by such a person, Parks Canada shall notify the Resolute HTO as soon as possible and pay the Resolute HTO \$10,000.
- 5.6.4 Any payments made pursuant to section 5.6.3 of this Agreement are separate and apart from any implementation funds required by this Agreement.
- 5.6.5 The Parties acknowledge that if a polar bear is killed in an emergency situation by a person described in section 5.6.3 of this Agreement, any valuable parts shall be disposed of in accordance with section 5.6.55 of the NLCA.
- 5.6.6 Where an emergency kill has occurred as described in section 5.6.3 of this Agreement, Parks Canada shall ensure that any information and reporting requirements required by law are complied with.

## **5.7 Emergency Kills of Muskox**

- 5.7.1 The Parties acknowledge that in the event of an emergency kill of a muskox, any valuable parts shall be disposed of in accordance with section 5.6.55 of the NLCA.

5.7.2 If an emergency kill of a muskox by a person described in section 5.6.3 of this Agreement results in a loss of a tag or quota to Inuit, Parks Canada shall pay the Resolute HTO the equivalent of fair market value as compensation. Fair market value shall be determined by agreement of Parks Canada and the Resolute HTO or, if they cannot agree, as determined by a third party expert agreed to and appointed by Parks Canada and the Resolute HTO at Parks Canada's expense.

## **5.8 Water Use**

5.8.1 In accordance with section 8.2.12 of the NLCA water use in the Park shall be regulated in accordance with the Park Management Plan and laws of general application.

5.8.2 In accordance with section 8.2.12 of the NLCA, if water use in the Park affects Inuit water rights in Inuit Owned Lands, Inuit shall be entitled to compensation as set out in article 20 of the NLCA.

## Article 6: Park Management and Administration

### 6.1 General

- 6.1.1 The Parties shall establish a joint Inuit/Government Park planning and management committee, known as the Qausuittuq Park Management Committee (QPMC) as required by section 8.4.11 of the NLCA.
- 6.1.2 The purpose of the QPMC is to ensure effective cooperative management of the Park by Inuit and Parks Canada.
- 6.1.3 QPMC members shall act in the best interests of the Park, recognizing that members appointed to the QPMC by QIA shall bring the interests of the Inuit to the QPMC.

### 6.2 Appointments, Observers, Experts

- 6.2.1 Not later than 6 months after the Effective Date, the Parties shall appoint members to the QPMC.
- 6.2.2 The QPMC shall consist of six members
  - a) three appointed by QIA; and
  - b) three appointed by the Minister
- 6.2.3 At least one of the members appointed by QIA pursuant to section 6.2.2(a) of this Agreement shall, at the time of appointment, be a member of the Resolute HTO.
- 6.2.4 When members are first appointed to the QPMC, QIA and the Minister shall each appoint two members for four years and one for two years. Following that, all appointments shall be for four years.
- 6.2.5 The chair shall be selected by the QPMC from among its members and shall act for a two year term.
- 6.2.6 All members of the QPMC except the chair shall have one vote, and the chair shall vote only in order to break a tie.
- 6.2.7 If a member leaves before his or her term expires, a replacement shall be appointed for the remainder of that member's term by the party that made the original appointment.
- 6.2.8 QIA and the Minister may reappoint a member whose term has expired.

6.2.9 QIA and the Minister may remove any of their respective appointees at any time for cause. For greater certainty, cause may include reasons for removal as set out in the code of conduct referred to in section 6.3.7.

6.2.10 The Superintendent and the QIA Director of Lands, or their designates, shall have observer status at all meetings of the QPMC. As observers:

- a) they shall be given written notice of all meetings;
- b) they may actively participate in a meeting with the permission of the QPMC;
- c) they do not have the right to vote; and
- d) when requested by the QPMC, they shall leave for all or any part of a meeting.

6.2.11 The costs of each observer shall be borne by the organization sending the observer.

6.2.12 The QPMC may invite any individual to present information to it. The cost of this participation shall be borne by the QPMC within its approved budget.

### **6.3 QPMC Operations**

6.3.1 The QPMC shall meet, in person, four times a year for each of the first two years after the appointment of the members. The four meetings shall include the initial orientation and training workshops required under section 6.4.1 of this Agreement. Thereafter, the QPMC shall meet a minimum of twice a year, or more often as required by the QPMC's business.

6.3.2 The QPMC shall determine its operating procedures within the first year of operation and make them publicly available.

6.3.3 QPMC meetings shall be open to the public except that the QPMC may meet *in camera* as it determines appropriate.

6.3.4 QPMC meetings shall be conducted in Inuktitut and, as required, in Canada's official languages. Interpretation shall be provided by Parks Canada as required.

6.3.5 The quorum for any meeting shall be four members, including the chair.

6.3.6 The QPMC shall make every effort to reach consensus. If that is not possible, it shall decide by simple majority vote.

6.3.7 Within one year of its first meeting, the QPMC shall establish a code of conduct for its members.

6.3.8 Subject to section 6.3.1, the QPMC may meet and conduct its business by way of teleconference and any business transacted or decisions so made shall be valid.

## **6.4 Costs of the QPMC**

- 6.4.1 Parks Canada shall allocate the funds provided for in the Expenditure Model for initial orientation and training workshops and activities of the QPMC to be undertaken within two years of the appointment of the members. These workshops shall provide an opportunity to familiarize QPMC members with this Agreement, the NLCA, national parks legislation, park management planning processes, best practices developed by other joint parks management committees, the operation of national parks and any other matters the QPMC and Parks Canada together consider relevant to the QPMC's efficient operations and effectiveness.
- 6.4.2 With the agreement of the Parties, additional workshops may be undertaken as required. The cost of any additional workshops shall be provided for in the QPMC budget.
- 6.4.3 Parks Canada shall develop an annual budget and proposed work plan for QPMC operations with the advice of the QPMC.
- 6.4.4 Parks Canada shall cover the costs of the QPMC in accordance with the annual budget referred to in section 6.4.3 of this Agreement.

## **6.5 Role of the QPMC**

- 6.5.1 The QPMC shall work with the Superintendent in matters related to the Park management, including Park management planning.
- 6.5.2 In accordance with section 8.4.12 of the NLCA, the QPMC may provide its advice to the Minister on any matters related to park management, including but not limited to, issues arising under section 6.5.3. The QPMC may provide its advice in writing or in any appropriate way but any advice provided to the Minister personally shall be in writing.
- 6.5.3 For greater certainty, the role of the QPMC includes, but is not limited to, providing advice on the following matters:
- a) changes to park boundaries
  - b) marine shipping
  - c) wildlife resource use
  - d) removal of carving stone
  - e) outpost camps
  - f) Park planning and management
  - g) protection, management and safekeeping of cultural resources
  - h) research priorities and permitting procedures
  - i) Park information, promotion and heritage interpretation

- j) Visitor access and use of the Park, including marine areas
- k) development plans for facilities, display and exhibits
- l) recruitment, hiring and training of staff and removal of employment barriers for Inuit
- m) economic opportunities
- n) dispute resolution
- o) implementation and review of this Agreement

6.5.4 After receiving advice from the QPMC, the Minister shall, within 60 days or within such further period as may be agreed upon with the QPMC, notify the QPMC in writing of his or her decision to accept, vary or reject that advice.

6.5.5 The Minister shall provide written reasons for his or her decision to vary or reject the QPMC's advice.

6.5.6 If the Minister rejects or varies the advice received from the QPMC, the QPMC may reconsider and forward further advice to the Minister within 30 days of receiving the Minister's reasons.

6.5.7 If the QPMC forwards further advice to the Minister, the QPMC shall at the same time forward to QIA for its review the original advice, the Minister's reasons, and the further advice. QIA may forward its advice to the Minister, in which case it must do so within 30 days.

6.5.8 If the QPMC forwards its further advice to the Minister under section 6.5.6 of this Agreement, the Minister shall, within a reasonable time, but not earlier than 30 days, inform the QPMC in writing of his or her final decision to accept, vary or reject the further advice. The Minister shall provide reasons for his or her decision to vary or reject.

6.5.9 The Minister may reject or vary the advice of the QPMC only if he or she determines that the advice is unreasonable or inconsistent with the Park's purposes, the NLCA, laws of general application, or this Agreement.

6.5.10 When urgent circumstances require an immediate decision on a matter under consideration by the QPMC or about which the QPMC has provided advice, the Minister may make and implement an interim decision before the process outlined in sections 6.5.3 to 6.5.9 is complete. In such circumstances, the Minister shall seek advice from the QPMC before a final decision is made.

## **6.6 Secretariat**

6.6.1 Parks Canada shall provide secretariat services for the QPMC through the use of Parks Canada facilities and staff.

6.6.2 Despite section 6.6.1 of this Agreement, if any of sections 5.1.22 to 5.1.26 in the Inuit Impact and Benefit Agreement for Auyuittuq, Quttinirpaaq and Sirmilik National Parks are amended and expressly made to apply to the QPMC, then the sections, as amended, shall so apply.



## Article 7: Park Management Planning

### 7.1 Objectives

7.1.1 The Parties acknowledge a Park Management Plan is a guide to future Park management, is required by legislation, takes into account views of the public, is approved by the Minister, and is tabled in Parliament.

7.1.2 The Park Management Plan shall seek to achieve the following objectives:

- a) To establish a shared vision for the Park;
- b) To maintain or restore ecological integrity, protect and manage cultural resources and facilitate meaningful Visitor experience and public appreciation and understanding;
- c) To recognize that Inuit are an integral part of the ecosystems of the Park;
- d) To respect and incorporate the knowledge, values and experience of Inuit;
- e) To initiate, maintain and nurture partnerships for science, cultural resource management, logistics, tourism, marketing and education;
- f) To provide opportunities for Inuit to participate in and benefit from economic endeavours associated with the establishment, management and operation of the Park;
- g) To integrate the management and operation of the Park with activities, values and interests of Inuit from the adjacent community and region in a manner that assists in the promotion and development of Park-compatible regional tourism;
- h) To provide Visitors with appropriate opportunities to appreciate and understand the relationship between Inuit and the lands and resources found in the Park;
- i) To manage Visitor use of the Park to minimize interference with Inuit activities, use and quiet enjoyment of the land as provided for in the NLCA and this Agreement;  
and
- j) Any other objectives compatible with the CNPA, this Agreement, the NLCA and Parks Canada policies.

## **7.2 General**

- 7.2.1 In accordance with section 8.4.13 of the NLCA and this article, the Park Management Plan shall be prepared by Parks Canada within five years of Park establishment and shall be submitted to the Minister for approval.
- 7.2.2 The Park Management Plan shall accord with this Agreement.
- 7.2.3 The QPMC shall determine the degree of its involvement in giving advice in each stage of the Park management planning process.
- 7.2.4 In accordance with section 8.4.12 of the NLCA, the QPMC may advise the Minister on all matters related to Park management planning, including the scoping exercise, development of the draft Park Management Plan and public consultations.
- 7.2.5 In accordance with section 8.4.13 of the NLCA, the Park Management Plan shall be based on the recommendations of the QPMC and take into consideration the recommendations of other interested persons or bodies.

## **7.3 State of the Park Assessment and Scoping Exercise**

- 7.3.1 As a prelude to the Park management planning process, the Superintendent shall prepare a State of the Park Assessment.
- 7.3.2 The Superintendent is ultimately accountable for the Scoping Exercise.

## **7.4 Park Planning Team**

- 7.4.1 Following the establishment of the Park under the CNPA, the Superintendent and the QPMC shall jointly establish a planning team, which shall be advisory to the QPMC.
- 7.4.2 The planning team shall consist of four members:
  - a) The QPMC shall appoint one member
  - b) QIA shall appoint one member
  - c) The Superintendent shall appoint one member
  - d) The fourth member shall be the Park Site Manager.
- 7.4.3 The planning team shall identify management planning issues and options through the scoping exercise and prepare draft consultation plans and draft management plans, for review by the QPMC and the Superintendent.

- 7.4.4 The planning team shall review the State of the Park Assessment prepared by the Superintendent and shall provide its comments, if any, to the QPMC and the Superintendent.
- 7.4.5 The Park planner shall facilitate and coordinate the work of the planning team.
- 7.4.6 The planning team shall regularly update the QPMC, QIA and the Superintendent on progress with the Park management planning process and shall seek their input as required.
- 7.4.7 The planning team shall remain in effect until such time as the Park Management Plan is approved by the Minister.
- 7.4.8 For greater certainty, the planning team is not a joint Inuit / Government parks planning and management committee under the NLCA or otherwise.

## **7.5 Review and Recommendation**

- 7.5.1 The QPMC shall review the products of the scoping exercise and provide recommendations on issues to be addressed by the Park Management Plan to the Superintendent.
- 7.5.2 The QPMC shall review the draft Park Management Plan and recommend changes, if required, to the Superintendent.
- 7.5.3 QIA shall review the Park Management Plan for the purpose of ensuring it accords with this Agreement. QIA shall forward its comments to the QPMC by a deadline agreed by QIA and Parks Canada.
- 7.5.4 After review of the QIA comments, the QPMC may recommend changes, if required, to the Superintendent.
- 7.5.5 Parks Canada shall forward the final draft Park Management Plan to the Nunavut Wildlife Management Board in accordance with sections 5.2.34 (c) and (d) of the NLCA, as applicable. Upon completion of the approval process as set out in sections 5.3.16 to 5.3.23 of the NLCA, the Nunavut Wildlife Management Board shall return the final draft Park Management Plan to Parks Canada.
- 7.5.6 Parks Canada shall forward the final draft Park Management Plan to the Minister for consideration, approval and tabling before Parliament.

## **7.6 Park Management**

7.6.1 Parks Canada shall manage the Park in accordance with the NLCA, laws of general application, this Agreement, and, once it is tabled in Parliament, the Park Management Plan.

## **7.7 Projects and Undertakings Outside the Park**

7.7.1 The Parties shall work together to identify measures to avoid or minimize the environmental effects on the Park of projects or undertakings taking place outside the boundaries of the Park.

7.7.2 Each Party shall facilitate access by the other Party, where appropriate, to environmental assessment documents within one another's possession with respect to projects or undertakings outside the Park that might cause environmental effects in the Park and shall seek the views of the other Party.

7.7.3 The Parties shall co-operate in ensuring that they each understand the implications for the Park of any projects or undertakings outside the Park that might cause environmental effects in the Park.

## Article 8: Heritage Resources of the Park

### 8.1 Inuit Cultural and Heritage Resources of the Park

- 8.1.1 The Parties acknowledge the historical and archaeological resources of the Park are important to the Inuit and to Parks Canada and must be managed with care and in accordance with the NLCA.
- 8.1.2 Parks Canada shall actively encourage Inuit elders from Qikiqtaaluk communities and from Resolute in particular, who have an interest in the historical and archaeological resources of the Park to participate in the design and implementation of measures to protect or manage these resources.
- 8.1.3 Parks Canada shall regularly inform and seek the advice of the QPMC about the management of historical, cultural and archaeological resources within the Park.
- 8.1.4 Parks Canada shall develop and maintain an inventory of all archaeological sites and specimens found in the Park.
- 8.1.5 Parks Canada shall provide a copy of the inventory referred to in section 8.1.4 of this Agreement to the QPMC and QIA on an annual basis or upon request.
- 8.1.6 The QPMC may advise Parks Canada on the management and protection of the historical and archaeological resources of the Park.
- 8.1.7 Regarding archaeology in the Park, Parks Canada shall work with the Inuit Heritage Trust in accordance with the NLCA, including articles 33 and 34 of the NLCA.
- 8.1.8 Parks Canada recognizes that Inuit Qaujimajatuqangit and Inuit oral histories are of integral importance to the management of the historical and archaeological resources of the Park and shall accord significant weight to such knowledge in any decisions about these resources.
- 8.1.9 Subject to reasonable terms and conditions, Parks Canada shall provide copies of archival and oral history materials in its possession that are relevant to the Park area and that are within the authority of Parks Canada to disclose upon request by QIA or the Resolute HTO.

## **8.2 Human Remains, Burial Sites and Burial Objects**

- 8.2.1 Parks Canada shall act in accordance with article 33 of the NLCA, including, in particular, article 33.7.2, and the Parks Canada Management Directive on Human Remains, Cemeteries and Burial Grounds, as that directive is written on the Effective Date, with respect to any human remains, burial sites and burial objects in the Park.

## Article 9: Research

### 9.1 General

- 9.1.1 The Parties acknowledge that ongoing basic and applied research, investigation and monitoring activities are necessary in order to make responsible decisions for the planning, management and operation of the Park.
- 9.1.2 Parks Canada shall require that researchers establish and maintain an effective and mutually beneficial relationship with Inuit and Inuit communities throughout the research process.

### 9.2 Research Strategy

- 9.2.1 Within a reasonable time, Parks Canada shall prepare a research strategy with the advice of the QPMC, the Inuit Heritage Trust, the Nunavut Wildlife Management Board, and others.
- 9.2.2 At a minimum the research strategy shall:
- a) Identify the research needs and priorities for the Park;
  - b) Include principles to guide the research of archaeological, social, cultural and ecological information about the Park;
  - c) Include principles on how researchers should review any collected and published Inuit Qaujimagatuqangit, seek such knowledge from Inuit and communicate their findings to Inuit and the QPMC;
  - d) include wildlife, ecosystem, cultural and social research components, as well as a communication strategy (each of these components shall include Inuit Qaujimagatuqangit in the planning and conduct of the research); and
  - e) Be consistent with the NLCA, this Agreement, laws of general application, and the Park Management Plan, including the objectives of the Park Management Plan.
- 9.2.3 The Superintendent shall include in permits to researchers such terms and conditions as are necessary to secure the researcher's compliance with the research strategy, including principles therein.
- 9.2.4 The research strategy shall be updated every five years.

### **9.3 Research Permits and Approvals**

- 9.3.1 In addition to any other review or approval required at law, including under the NLCA, a researcher who conducts research in the Park shall require a national park research permit.
- 9.3.2 Parks Canada shall review all applications for research permits with the QPMC.
- 9.3.3 Parks Canada may require applicants to meet with interested community groups before the issuance of a research permit.
- 9.3.4 Parks Canada shall submit the application for a research permit to screening by the Nunavut Impact Review Board, if required.
- 9.3.5 Parks Canada shall involve the Nunavut Wildlife Management Board and the Inuit Heritage Trust in the process for issuing research permits for wildlife or archaeological research.
- 9.3.6 The QPMC may recommend community consultation and letters of support from appropriate community groups before the research permit is issued. The QPMC may recommend terms and conditions to be attached to such permits.
- 9.3.7 On an annual basis, Parks Canada shall provide a list of all approved research projects to the Resolute HTO and QIA.
- 9.3.8 Parks Canada shall provide the QPMC with an annual summary of the reports resulting from research undertaken in the Park in the original official language and in Inuktitut. Upon request by the QPMC, Parks Canada shall provide the QPMC with a copy of the complete research report in the original official language.

### **9.4 Inuit Researchers**

- 9.4.1 Parks Canada recognizes the value and benefit of research initiated and conducted by Inuit researchers and shall encourage such research. Parks Canada shall facilitate research by Inuit through a research assistance agreement with an Inuk researcher that:
  - a) provides the Inuk researcher with access to relevant research reports, research proposals, data bases or other information available to Parks Canada or other government departments or agencies that could assist the researcher in carrying out his or her research;
  - b) provides the Inuk researcher with reasonable access to the necessary Parks Canada 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 Inuk researcher, provided the waiver of such fees is reasonable and within Parks Canada's control; and
  - d) where reasonable, allows the Inuk researcher, when engaged as a volunteer under the Parks Canada volunteer program, to travel at no cost on Parks Canada Agency charter aircraft flights or in Parks Canada vehicles or water craft.
- 9.4.2 Parks Canada recognizes the value and benefit of involving Inuit in research. Parks Canada shall encourage researchers conducting research under a research permit to hire Inuit research assistants.
- 9.4.3 For greater certainty, Inuit researchers are subject to the provisions of article 9 of this Agreement.

## Article 10: Park Information, Promotion and Heritage Interpretation

### 10.1 General

10.1.1 Promotional information or materials about the Park by or for Parks Canada shall contain a blend of natural and cultural elements. Such information or materials shall emphasize, where appropriate, the central role that Inuit have played, and continue to play, as part of the natural ecosystem and the cultural story of the Park and the region.

10.1.2 Parks Canada shall promote the use of Inuktitut in the promotional information and materials referenced in section 10.1.1 of this Agreement.

### 10.2 Park Information and Promotion of Inuit Firms

10.2.1 The QPMC may provide advice to Parks Canada about the development of information and materials for the promotion of the Park and of Inuit firms related to the Park.

10.2.2 Parks Canada shall develop and make information and promotional materials about the Park available to the public, including, but not limited to:

- a) names and addresses and other information about Inuit firms that are involved in Park use activities and attractions, and Park related services in adjacent communities including but not limited to: tour guides, outfitters, accommodation, food services, sale or rental of outdoor gear, and artists;
- b) other information promoting the Park, and the surrounding area as agreed by the QPMC and Parks Canada agree is appropriate, and that has been prepared by government, tourism organizations or Inuit organizations; and
- c) an English/Inuktitut glossary of basic phrases and terms useful to Visitors.

10.2.3 When Parks Canada participates in tourism or trade shows for the primary purpose of promoting the Park, it shall include in its delegation a member of the QPMC.

### 10.3 Heritage Promotion, Presentation and Interpretation

10.3.1 Inuit Qaujimajatuqangit shall have a central role in the interpretation of the heritage of the Park.

10.3.2 The QPMC shall provide advice to Parks Canada on the development of materials for Park heritage interpretation:

- a) The QPMC shall review proposals for the development of such materials particularly with respect to how Inuit Qaujimagatunangit, experience and practice are incorporated into the materials, e.g. safety, wildlife, heritage, culture, physical features of the Park, ecology.
  - b) If assistance in heritage interpretation is required from Inuit, the QPMC may identify local and regional Inuit individuals and groups who should be further consulted.
- 10.3.3 In accordance with section 8.4.16 of the NLCA, materials produced by or for Parks Canada to inform the public about the Park, including written, audio, video and electronic information, and any information disseminated or communicated to the public within the Park, shall be produced in Inuktitut and in Canada's official languages.
- 10.3.4 Parks Canada shall not undertake the final production of information or promotional material without the advice of the QPMC.
- 10.3.5 Signs in Nunavut about the Park shall be in Inuktitut and Canada's official languages.
- 10.3.6 The QPMC may provide advice to Parks Canada on community consultations and development plans for facilities, displays and/or exhibits about the Park.
- 10.3.7 Parks Canada shall, on the advice of the QPMC and Resolute elders, develop an interpretive program for areas in the Park determined by them to be of significant cultural importance. This program shall include site mapping and a cataloguing of cultural resources and shall be made available for staff training and for outfitters and tourism operators in the Park.

## Article 11: Visitor Reception and Access to the Park

### 11.1 Visitor Reception

11.1.1 The Park's visitor reception centre, office and dedicated staff shall be in Resolute.

### 11.2 Visitor Registration and Orientation

11.2.1 Parks Canada shall require that before a Visitor enters the Park, he or she must register with Parks Canada either in person, by phone or by any other appropriate means.

11.2.2 Parks Canada shall seek the advice of the QPMC on Visitor safety issues in the Park and shall involve the QPMC in the preparation of plans addressing Visitor safety.

11.2.3 Parks Canada shall ensure that Visitors to the visitor reception center are informed of entry and access points to the Park, the location of Inuit Owned Lands, the natural and cultural history of the Park that includes Inuit land use and history, Inuit tourism operators to the Park and any other promotional material or safety information developed by Parks Canada with the advice of the QPMC.

11.2.4 Entry and access points to the Park shall be located and designed so that there shall be minimal impact on Inuit use of lands, waters and resources of the Park.

11.2.5 Areas of special importance to Inuit located in the Park shall be identified in the Park Management Plan. The Park Management Plan shall include measures to ensure that Visitor access to these areas is managed appropriately. For greater certainty, this includes access to marine areas.

11.2.6 In the interim, before the Park Management Plan is tabled in Parliament, Parks Canada shall seek the advice of the QPMC and the Resolute HTO to identify areas of special importance to Inuit and shall take appropriate measures to protect these areas

11.2.7 Parks Canada shall seek the advice of the QPMC on restricting or prohibiting Visitor access to and use of identified areas of specific importance to Inuit, except in the event of an emergency in which case Parks Canada may make and implement any reasonable interim decision. Parks Canada shall conduct a full review with the QPMC as soon as practical thereafter.

## Article 12: Inuit Economic Opportunities

### 12.1 Contract Management

12.1.1 Where consistent with sound procurement management, if a contract with respect to the Park is to be awarded by Parks Canada and has a potential value of less than the Thresholds, it shall be awarded to an Inuit firm provided there is a qualified Inuit firm.

12.1.2 If a contract with respect to the Park is to be awarded by Parks Canada and has a potential value equal to or greater than the Thresholds, Parks Canada shall act in accordance with the NLCA, including without limitation, sections 8.4.8, 24.4.2, 24.5.1 and 24.7.1, and shall set-aside the contract under the PSAB, unless QIA otherwise agrees.

12.1.3 Parks Canada shall provide information on an annual basis to Inuit firms in the Qikiqtani region to assist them in understanding Parks Canada's contracting process.

### 12.2 Business Opportunities and Ventures

12.2.1 In accordance with article 8.4.9 of the NLCA, QIA shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to the Park.

12.2.3 This right of first refusal shall apply to an optional renewal of an existing business opportunity or venture that was contracted out with respect to the Park and to the assignment or other transfer of such an existing business opportunity or venture.

12.2.4 Parks Canada shall provide the right of first refusal for such business opportunities and ventures (those contracted out with respect to the Park) in accordance with the procedure set forth below:

- a) Where Parks Canada intends to contract out such a business opportunity or venture it shall notify QIA in writing.
- b) Parks Canada's notice shall state a reasonable date for response from QIA, which shall not be less than 30 days from the date of initial notice.
- c) In accordance with article 8.4.9 of the NLCA, Parks Canada shall, upon request, make available to QIA all reports and other materials in its possession relevant to the analysis of the economic feasibility of the business opportunity and venture.

- d) If QIA submits a reasonable response within the stated response time that conforms in all material respect to the contract requirements, Parks Canada shall enter into a contract with QIA for the business opportunity or venture.

### **12.3 Cleanup of Contaminated Sites**

12.3.1 Contracts for the cleanup of contaminated sites in the Park present an important economic opportunity for Inuit.

12.3.2 Prior to the awarding of any contracts for the cleanup of contaminated sites in the Park, the Parties shall work directly with the contracting authority with the objective of ensuring preferential treatment for Inuit firms.

### **12.4 Park Business Licences**

12.4.1 If an applicant for a Business Licence is not an Inuit firm, Parks Canada shall request that the application be made by a joint venture with an Inuit firm.

12.4.2 If an application for a Business Licence is made by other than an Inuit firm or a joint venture with an Inuit firm, Parks Canada may, in issuing a Park Business Licence, consider and set out terms and conditions regarding training and employment of Inuit and contracting with Inuit firms.

### **12.5 Limited Entry**

12.5.1 If Parks Canada considers limiting the number of Park Business Licences to carry on a particular kind of business in the Park, it shall first seek the advice of the QPMC.

12.5.2 If Parks Canada limits the number of Park Business Licences to carry on a particular kind of business in the Park, then Inuit firms shall be guaranteed at least a 60% share of that limited number of Park Business Licences.

### **12.6 Annual Review**

12.6.1 Subject to laws of general application in respect of confidentiality and personal privacy, in the annual review undertaken pursuant to section 14.4.1 of this Agreement, Parks Canada shall report to QIA on measures it has taken in accordance with this article and article 24 of the NLCA, and shall provide all relevant information on contracts issued.

### **12.7 Qausuittuq National Park Inuit Initiatives Fund**

12.7.1 Within 2 months of the Effective Date, Canada shall provide a one-time \$3 million grant to QIA to establish a Qausuittuq National Park of Canada Inuit Initiatives Fund.

12.7.2 The purpose of the Qausuittuq National Park of Canada Inuit Initiatives Fund is to provide Inuit ordinarily resident in Resolute and communities within the Qikiqtaaluk region (and Inuit firms with principal places of business in those areas) with financial assistance to enable them to take advantage of economic opportunities related to the establishment and operation of the Park.

12.7.3 Such economic opportunities may include, without limitation:

- a) Purchase of equipment to support tourism operations;
- b) Training for ecotourism and guiding;
- c) Funds to develop client services;
- d) Seed capital for leveraging funds from other agencies for larger projects;
- e) Funding for training in business skills in areas such as funding proposals, developing business plans, client services marketing and business practices;
- f) Monies to develop funding proposals;
- g) Capital to support new business planning and partnerships;
- h) Mentoring interested Inuit tourism providers by established tourism providers for the purpose of providing ongoing support, assistance and training;
- i) Developing local services for tourists, and in particular, tourists visiting from cruise ships; and
- j) Paying such expenses as business and insurance fees.

12.7.4 QIA shall report back to the QPMC and Parks Canada at the end of each fiscal year concerning the use of the Qausuittuq National Park Inuit Initiatives Fund.

## Article 13: Inuit Career and Training Opportunities and Benefits

### 13.1 Recruitment and Hiring

13.1.1 Parks Canada shall seek the advice of the QPMC on general matters of recruitment and hiring of Park staff and staff in the Nunavut Field Unit with primary responsibilities for the Park, including:

- a) practices and procedures for filling positions, including methods of advertising;
- b) identifying and prioritizing hiring criteria and qualifications, and removing systemic barriers to the employment of Inuit;
- c) non-generic job descriptions, when required, and all statements of qualifications; and
- d) whether opening a competition for a job to a unilingual Inuktitut-speaker under section 13.1.7 would compromise operational effectiveness

13.1.2 Parks Canada shall consider the following carefully in establishing criteria and qualifications when recruiting Park staff and staff in the Nunavut Field Unit with primary responsibilities for the Park:

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

13.1.3 Parks Canada shall invite QIA to participate in any external hiring process for Park staff, or staff in the Nunavut Field Unit with primary responsibility for the Park.

13.1.4 The hiring process referred to in 13.1.3 operates by consensus.

13.1.5 The participation referred to in 13.1.3 shall include at least:

- a) involvement in preparing of interview questions; and
- b) Involvement in hiring interviews and selection panels.

13.1.6 Parks Canada shall, when recruiting outside the public service for: (1) Park staff, or (2) staff in the Nunavut Field Unit with primary responsibilities for the Park:



- a) first hold a competition open only to Inuit ordinarily resident in Resolute;
- b) if the competition is not filled with an Inuk ordinarily resident in Resolute then hold a competition open only to Inuit;
- c) subject to section 13.2.3 of this Agreement, if the competition is not filled with an Inuk, then a competition may be opened to all persons.

13.1.7 Inuit who are unilingual Inuktitut speakers shall be given an opportunity to compete for jobs at the Park and Nunavut Field Unit office, for which they are otherwise qualified, where the lack of knowledge of the English or French languages does not compromise Park user or staff safety or operational effectiveness.

13.1.8 Parks Canada shall assign unilingual Inuktitut speaking employees to work with bilingual (Inuktitut/English or Inuktitut/French) employees provided there are such bilingual employees at the same work place.

## **13.2 Training and Development**

13.2.1 Parks Canada shall create the positions set out in the human resources organizational chart attached as schedule 13-1, in relation to the administration and management of the Park, with these positions being located in Resolute.

13.2.2 When hiring for the positions listed in schedule 13-1 of this Agreement, Parks Canada shall endeavour to meet the objectives of article 23, part 2, of the NLCA and shall give preference to Inuit for all positions.

13.2.3 Despite section 13.1.6(c) of this Agreement, only Inuit may hold the two Patroller positions listed under schedule 13-1 of this Agreement.

13.2.4 To meet the Inuit employment targets and training obligations set out in the Inuit employment plan prepared pursuant to article 23, part 4 of the NLCA, Parks Canada shall implement the Inuk Park Site Manager training provisions set out in section 13.3 of this Agreement.

13.2.5 Subsequent to the hiring of an Inuk employee and to encourage the advancement of Inuit in positions as Park staff and staff in the Nunavut Field Unit with primary responsibilities for the Park, each manager who is responsible for that Inuk employee shall develop and implement a career and training plan with that employee and review it annually. The career and training plan shall include, but not be limited to:

- a) specific training required for the existing position;
- b) the employee's short and long term career goals; and
- c) training available to assist the employee in achieving his or her career goals.

13.2.6 Parks Canada shall provide each Inuk employee with reasonable training opportunities such as on-the-job training, off-site training, continuing education, or educational leave.

13.2.7 Training shall be designed, in discussion with the employee, so as to reasonably accommodate the employee's needs, taking into account Inuit culture and lifestyle. At least the following shall be considered:

- a) existing staff being mentors to Inuit trainees;
- b) developing detailed training plans for Inuit staff in these positions in order to facilitate career development and progression into targeted positions;
- c) ensuring all Inuit staff work with their immediate supervisor yearly to develop a training plan that identifies their immediate training needs;
- d) providing instruction in Inuktitut;
- e) providing mentoring programs;
- f) providing training in the Nunavut Settlement Area;
- g) paying tuition or course fees for Inuit staff taking part-time post-secondary courses necessary to progress into positions identified on their training and career plan that have educational requirements they do not possess; and
- h) providing time during working hours for Inuit staff to study and do course work related to the above.

13.2.8 Parks Canada shall continue to facilitate enrollment of Park employees in the Aboriginal Leadership Development Program, or any successor program, for so long as such a program exists.

### **13.3 Inuk Park Site Manager Training Provisions**

13.3.1 Parks Canada shall commit \$175,000 in the Expenditure Model over five years (exclusive of salary and benefits) for the career development of one Inuk trainee for the position of Park Site Manager described in schedule 13-1 of this Agreement.

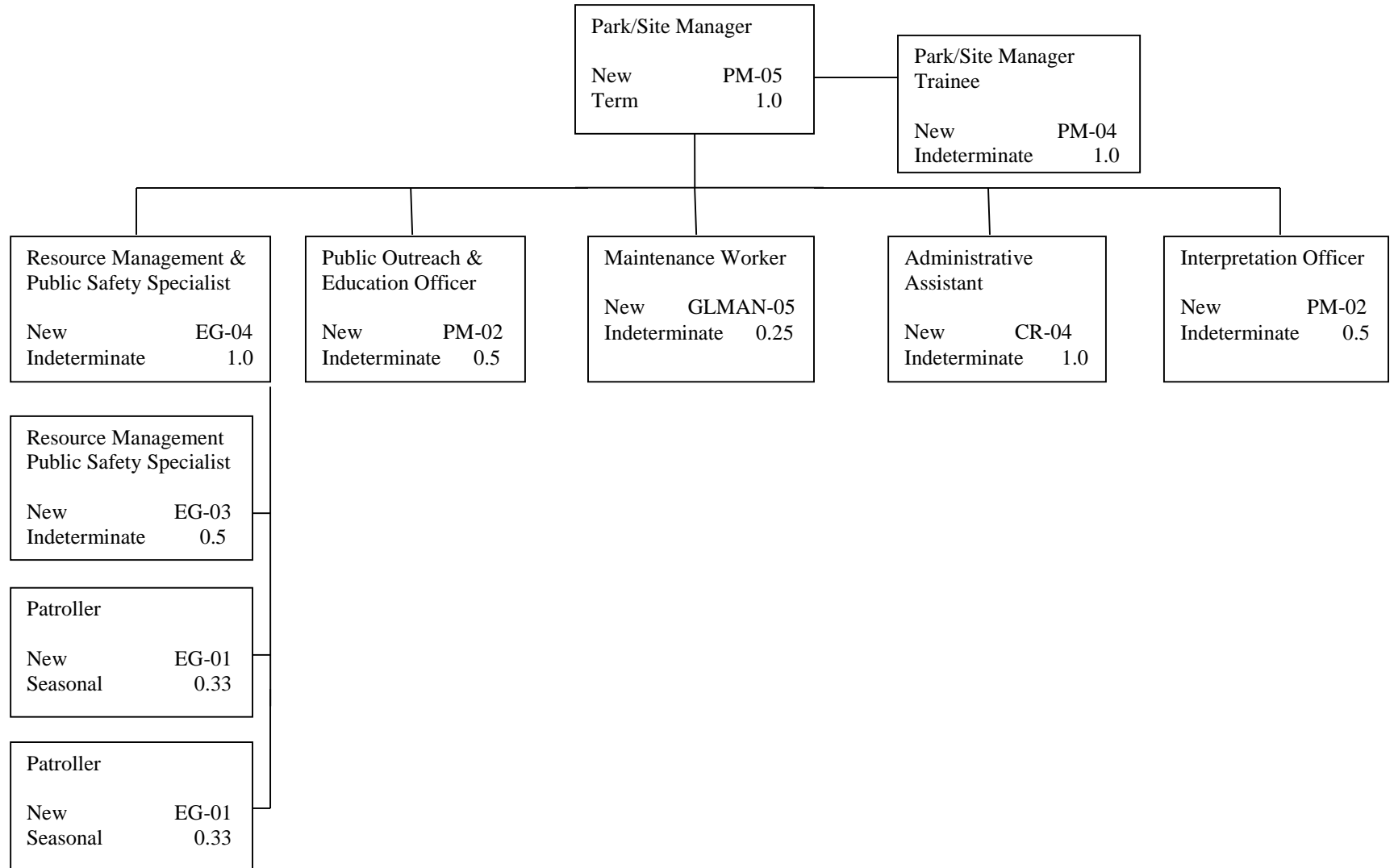
13.3.2 A Park Site Manager shall be hired on a term basis until the Inuk trainee meets all qualifications of the target position or the five year training plan ends.

13.3.3 The Inuk trainee shall attend a post-secondary institution if necessary to meet the qualifications of the position and shall engage in on-the-job training assignments when not attending a post-secondary institution.

13.3.4 Parks Canada and QIA shall assist the Inuk trainee to identify sources of funding to attend a post-secondary education institution, but Parks Canada shall not provide such funding itself.

SCHEDULE 13-1

QAUSUITTUQ NATIONAL PARK OF CANADA ORGANIZATIONAL CHART



- 13.3.5 If the Inuk trainee does not become the Park Site Manager and if another Inuk is not appointed to the position of the Park Site Manager during the term of this Agreement, then in the renegotiations described in section 14.5.2 of this Agreement, the Parties shall in good faith give serious consideration to renewing sections 13.3.1 to 13.3.4 of this Agreement.
- 13.3.6 If the first person to occupy the position of Park Site Manager is an Inuk, Parks Canada shall be deemed to have fulfilled the obligations under sections 13.3.1 and 13.3.2 of this Agreement.

#### **13.4 Housing**

- 13.4.1 Parks Canada shall establish staff housing in Resolute in accordance with the Expenditure Model and, once concluded, Implementation Plan.

#### **13.5 Tourism**

- 13.5.1 The purpose of this section is to help Inuit of the Qikiqtaaluk region and Resolute in particular develop and take advantage of tourism and other economic opportunities associated with the Park. This objective shall be achieved by:
- a) Promoting economic self-reliance and cultural and social well-being of Inuit;
  - b) Establishing a visitor and reception centre in the community of Resolute;
  - c) Supporting the implementation of the components of the Resolute Bay Community Tourism Strategy associated with the Park;
  - d) Facilitating the development of appropriate tourism and other economic opportunities associated with the Park;
  - e) Providing tourism training and ongoing support to Inuit tourism providers contemplating the offer of tourism related products and services to the Park;
  - f) Enabling Inuit to establish and maintain tourism-related businesses and careers associated with the Park;
  - g) Increasing tourism-related services and local capacity within Resolute;
  - h) Working with the QPMC to increase the eco-tourism value of the Park to Inuit; and
  - i) Contributing to sustainable economic development.

13.5.2 Parks Canada shall establish a visitor reception centre in Resolute to serve the Park, in accordance with the Expenditure Model and, once concluded, Implementation Plan.

13.5.3 Parks Canada shall implement the tourism objectives under section 13.5.1 of this Agreement, insofar as those objectives relate to the Park. Implementation activities shall:

- a) Consider the potential for tourism development in the Park and in Resolute;
- b) Identify resources for sustainable tourism that have the potential to attract tourism to the Park and to Resolute;
- c) Identify and analyse tourism opportunities related to the Park in collaboration with the Park planning process and make recommendations for the development of sustainable tourism products that:
  - i. Build upon existing services and resources within Resolute;
  - ii. Complement activities that form part of the economy of Resolute, such as renewable resource harvesting, carving, the creation of artworks and crafts and existing tourism services;
  - iii. Identify potential for income from those activities;
  - iv. Reflect Inuit goals and objectives for tourism;
  - v. Complement and promote Inuit culture and lifestyle; and
  - vi. Contribute to Inuit control and management of tourism in Resolute.

## **13.6 Personal Safety from Polar Bears**

13.6.1 The Parties acknowledge the importance of the safety of persons in the Park.

13.6.2 Parks Canada shall, with the advice of the QPMC, warn Visitors of the potential for personal injuries and property damage from encounters with polar bears in the Park.

13.6.3 Parks Canada shall encourage Visitors to retain an Inuk polar bear monitor in the Park.

13.6.4 Parks Canada shall compel researchers and licensed non-Inuit businesses in the Park, as a term and condition in a permit or licence, to retain a polar bear monitor in the Park, at the researcher's or business's expense, unless the researcher or business satisfies the Superintendent, after receiving advice from the QPMC, that retaining a polar bear monitor is unreasonable in all of the circumstances.

13.6.5 The Park Management Plan shall identify any areas where Visitors may enter only if accompanied by a polar bear monitor or experienced guide.

### **13.7 Polar Bear Monitors**

13.7.1 Inuit may apply to Parks Canada for such authorization as is required by laws of general application to carry on the business of a polar bear monitor in the Park.

13.7.2 Parks Canada shall seek the advice of the QPMC and Resolute HTO on:

- a) factors to be considered in deciding on such applications generally;
- b) general conditions prerequisite to obtaining authorization, including training; and
- c) general terms and conditions to be included in authorizations.

13.7.3 Parks Canada shall review applications with the QPMC and Resolute HTO.

13.7.4 Parks Canada shall not unreasonably refuse any such application by an Inuk or impose in any authorization of an Inuk any unreasonable terms and conditions.

13.7.5 If Parks Canada refuses any such application by an Inuk, Parks Canada shall provide that applicant and the QPMC with written reasons.

13.7.6 Parks Canada shall maintain and make available on request a list of Inuit authorized to carry on the business of a polar bear monitor in the Park.

### **13.8 Training of Polar Bear Monitors**

13.8.1 The Expenditure Model, under the category of Training, sets aside sufficient funds to assist Inuit interested in carrying on the business of a polar bear monitor in the Park with any training identified as prerequisite to obtaining authorization.

## Article 14: Implementation, Review and Renegotiation

### 14.1 Objectives

14.1.1 This article has the following objectives:

- a) full, effective and cooperative implementation of this Agreement;
- b) periodic evaluations of this Agreement to ensure that the obligations of the Parties set out in this Agreement are being met;
- c) review of the Expenditure Model and the Implementation Plan to ensure that the principles, purposes and obligations of this Agreement are being met; and
- d) periodic re-negotiation of this Agreement.

### 14.2 Expenditures

14.2.1 Parks Canada shall be responsible for financing the planning, development, management and operation of the Park and, except as otherwise provided for in this Agreement, implementing this Agreement, and shall make initial expenditures of 21.896 million over seven years.

14.2.2 Parks Canada shall allocate and expend the funds under section 14.2.1 of this Agreement in accordance with the Expenditure Model with such modifications to the Expenditure Model as are agreed by the Parties from time to time.

14.2.3 Funds not expended in any given year or at the end of the seventh year of this Agreement by either Party shall, unless otherwise agreed by the Parties, be added to the next year's funding for the same purpose.

### 14.3 Implementation Plan

14.3.1 Implementation of this Agreement shall commence on the Effective Date, and shall proceed in accordance with the Implementation Plan, once concluded.

14.3.2 The Parties shall meet as soon as possible with the objective of concluding the Implementation Plan within one year of the Effective Date.

14.3.3 The Implementation Plan shall not be a contract or legally binding or enforceable as such.

14.3.4 The Implementation Plan will generally be in the form attached as Appendix 4.

14.3.5 At the conclusion of the Implementation Plan the Parties shall consider if revisions to this Agreement are necessary or desirable.

#### **14.4 Implementation Review of this Agreement**

14.4.1 The Parties shall meet in or about March of each year, commencing on the first anniversary after the Effective Date, for an annual review of the implementation of this Agreement. They shall:

- a) review the Implementation Plan for the past year, and assess the Parties' performance and achievement against this Agreement's principles and purposes and the Parties' respective obligations;
- b) review Parks Canada's progress with respect to Inuit contracting and business opportunities, in accordance with article 12;
- c) review Parks Canada's progress with respect to the employment and training of Inuit, in accordance with article 13;
- d) review all Parties' progress in coordinating the implementation of this Agreement with the work of other departments, agencies or organizations, and consider how coordination might be improved; and
- e) consider any other matter which might assist with the effective implementation of this Agreement.

14.4.2 The Parties shall prepare a summary report of the results of that year's annual review and make the report available to the QPMC.

14.4.3 In performing the annual review under section 14.4.1 of this Agreement, the Parties may seek information and advice from the QPMC or other persons or bodies involved in the implementation of this Agreement.

14.4.4 At least four weeks before the annual review under section 14.4.1 of this Agreement, Parks Canada shall provide QIA a report of contracts awarded by Parks Canada with respect to the Park in the year prior. That report shall include:

- a) the name of the recipient of a contract;
- b) the value of the contract;
- c) the goods, services or construction procured under the contract;
- d) the date of the award of the contract; and



- e) in the case of such contracts exceeding the Thresholds, information in the possession of Parks Canada, which Parks Canada may lawfully disclose, regarding: (i) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area; (ii) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; and (iii) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

14.4.5 Unless the Parties agree otherwise, six years after the Effective Date, the Parties shall conduct an evaluation of this Agreement to determine whether the purposes, objectives and obligations of this Agreement are being achieved.

14.4.6 Parks Canada shall pay the reasonable costs of QIA's participation in the evaluation referred to in section 14.4.5 of this Agreement, provided such costs are approved in writing in advance by Parks Canada.

14.4.7 The evaluation referred to in section 14.4.5 of this Agreement shall be conducted internally and informally unless the Parties agree the evaluation shall be conducted independently, in which case, the costs of that evaluation shall be borne by Parks Canada.

14.4.8 The evaluation referred to in section 14.4.5 of this Agreement shall take into consideration the annual summary reports prepared pursuant to section 14.4.2 of this Agreement and shall include the preparation of a written implementation report.

14.4.9 The Parties shall address issues raised by the evaluation conducted under section 14.4.5 of this Agreement and the Parties shall each take into consideration the results of any such evaluation in their decision on whether an amendment to this Agreement is required pursuant to section 14.5.2 of this Agreement.

## **14.5 Renegotiation of this Agreement**

14.5.1 This Agreement shall continue in force until any renegotiation contemplated under section 14.5.2 of this Agreement is completed and any amendment to this Agreement is signed by the Parties.

14.5.2 In accordance with section 8.4.7 of the NLCA, unless the Parties agree otherwise, the Parties shall renegotiate this Agreement in whole or in part seven years after the Effective Date. Renegotiations shall commence within year seven.

14.5.3 The Parties shall review the implementation reports prepared pursuant to section 14.4.5 of this Agreement, among other information sources, when determining whether renegotiation or amendment of this Agreement may be required.

## Article 15: Dispute Resolution

### 15.1 Objectives

15.1.1 This article has the following objectives:

- a) establish a timely, cost-efficient, effective and productive dispute resolution process; and
- b) protect and, where possible, strengthen the relationships between the Parties.

### 15.2 Definitions

15.2.1 In this article:

- a) “mediation” means a collaborative process in which the Parties meet and attempt, with the assistance of a mediator, to resolve issues in dispute among them; and
- b) “mediator” means a neutral and impartial facilitator with no decision-making power, who assists the Parties in negotiating a mutually acceptable settlement of issues in dispute between them.

### 15.3 Dispute Resolution

15.3.1 Disputes between the Parties pertaining to the interpretation, application or implementation of this Agreement shall be resolved as follows:

- a) in the first instance, the Parties shall make all reasonable efforts to resolve their dispute through discussion and negotiation. The Parties shall act in good faith;
- b) if the Parties are unable to resolve their dispute through discussion and negotiation, either Party may give notice to the other that it wishes to attempt to resolve the dispute through mediation. The Parties shall then retain the services of a mutually acceptable mediator and they shall make all reasonable efforts to resolve their dispute through mediation;
- c) if the Parties are unable to resolve their dispute through section (a) and (b) above as applicable, either Party may, subject to the consent of the other Party, which consent may not be unreasonably withheld, refer the dispute to a mutually acceptable arbitrator(s) and arbitration process.

15.3.2 Nothing in this article shall limit the legal remedies of either Party.

15.3.3 Each Party shall pay its own costs of dispute resolution undertaken pursuant to this article, and the Parties shall share equally all costs associated with the hiring of a mediator pursuant to section 15.3.1 (b) above and with references to an arbitrator pursuant to section 15.3.1 (c) above.

**APPENDIX 1**

**EXPENDITURE MODEL FOR QASUITTUQ NATIONAL PARK**

**EXPENDITURE MODEL FOR QAUUITTUQ NATIONAL PARK (\$000)**

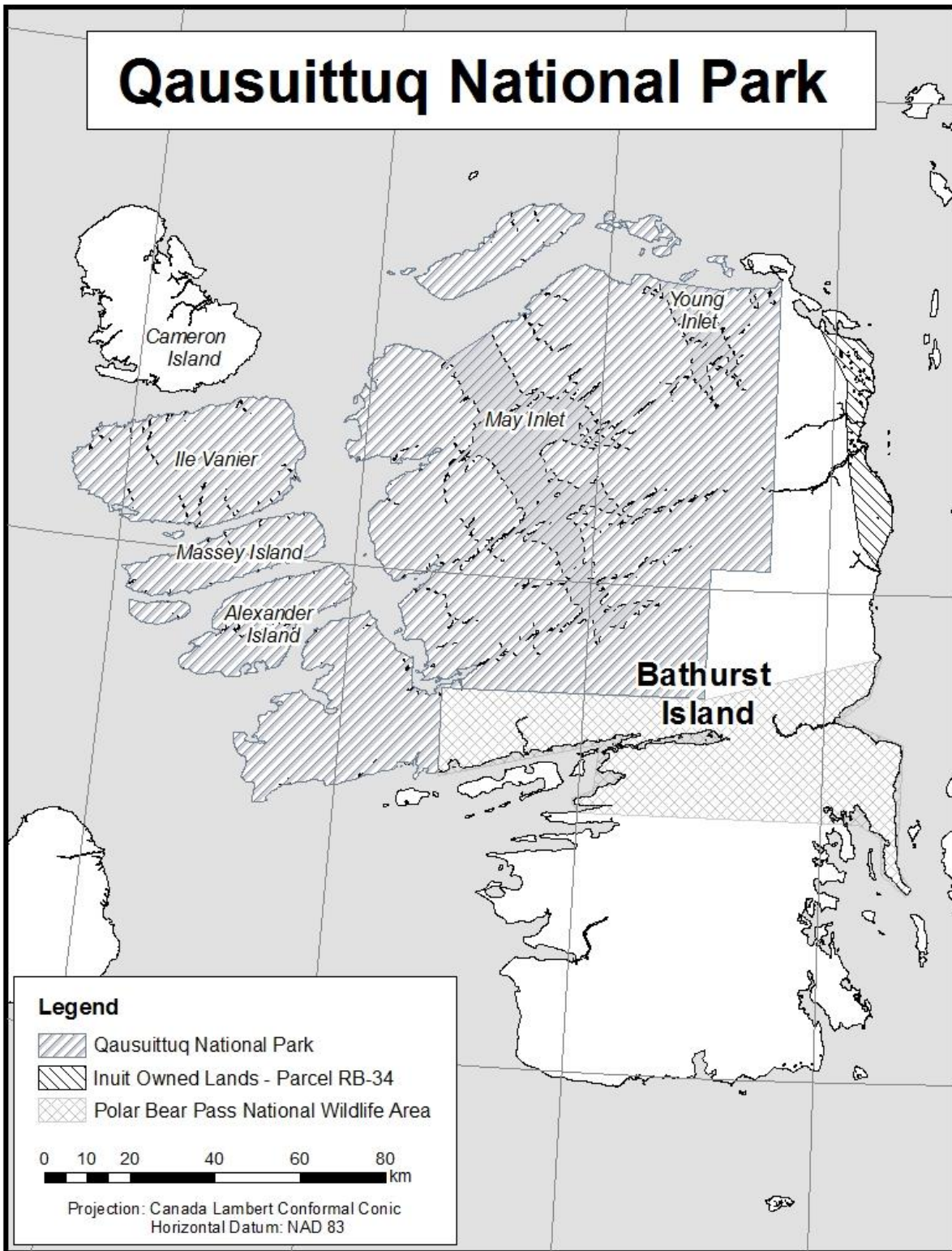
<b>Fiscal Year</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>7-year Total</b>	<b>Ongoing</b>
<b>Capital Development</b>									
VRC/Office (3,230 sq feet)				145	435	1160	1160	2900	58
Office Fit Up (incl IT installation)						96.5	386	482.5	9.65
VRC Exhibit / Displays						20	80	100	2
Garage / Warehouse (2,250 sq ft)				50	150	400	400	1000	20
Staff Housing (2 x 1,200 sq ft)		75	225	600	600			1500	30
In-park Visitor & Operational Infrastructure							125	125	50
Operational Equipment				188	188	188		563	11
<b>Sub-Total</b>		<b>\$75.0</b>	<b>\$225.0</b>	<b>\$983.0</b>	<b>\$1,373.0</b>	<b>\$1,864.5</b>	<b>\$2,151.0</b>	<b>\$6,670.5</b>	<b>\$180.7</b>
<b>Operations and Maintenance</b>									
<b>Goods and Services</b>									
Staff Housing (interim base)	23	46	46	92	92	46	46	391	46
Warehouse & Office Interim lease	35	70	70	80	80	80	80	495	0
Repairs & Maintenance						30	41	71	181
Training				30	30	30	30	120	30
Professional Services (scientific & non-professional)	4	8	17	20.7	21	41.3	41.3	153.3	41.3
Rentals (aircrafts, communication equipment, etc.)	14	29	58	72	72	144	144	533	144
Transport & communication (travel, freight, IPA medical)	14	28	57	71	71	142	142	525	142
Utilities, Materials & Supplies	14	28	56	70	70	70	140	448	140
Inuit Qaujimagatuqangit (Inuit Knowledge)	3	5	10	12.5	50	50	50	180.5	50
Indirect G&S costs for Core Support Services (HR, finances,	56	56	56	119	152	152	152	743	152
Inuktitut Translation	15	20	25	30	30	30	0	150	30
Joint Park Mngt Committee		192	222	127	112	90	0	743	90
<b>Sub-Total</b>	<b>\$178.0</b>	<b>\$482.0</b>	<b>\$617.0</b>	<b>\$724.2</b>	<b>\$780.0</b>	<b>\$905.3</b>	<b>\$866.3</b>	<b>\$4,552.8</b>	<b>\$1,046.3</b>
<b>Salaries and Wages</b>									
Direct Salaries	190	190	190	311	311	319	319	1830	319
IPA Associated with Direct Salaries	283	283	283	472	472	511	511	2815	511
EBP (20% conversion)	95	95	95	157	157	166	166	931	166
Indirect Salary Costs for Core Support Services	69	69	69	148	189	189	189	922	189
IPA Associated with Indirect Salaries	44	44	44	93	118	118	118	579	118
EBP (20% conversion)	23	23	23	48	61	61	61	300	61
PWGSC Accomodation Charges	9	9	9	19	25	25	25	121	25
Inuk Park Site Mgr Trainee & Mentoring (five years)		35	35	35	35	35		175	0
<b>Sub-Total</b>	<b>\$713.0</b>	<b>\$748.0</b>	<b>\$748.0</b>	<b>\$1,283.0</b>	<b>\$1,368.0</b>	<b>\$1,424.0</b>	<b>\$1,389.0</b>	<b>\$7,673.0</b>	<b>\$1,389.0</b>
<b>One Time Contribution</b>									
Park Initiative Fund	3000							3000	0
<b>Sub-Total</b>	<b>3000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3000</b>	<b>0</b>
<b>TOTAL</b>	<b>\$3,891.0</b>	<b>\$1,305.0</b>	<b>\$1,590.0</b>	<b>\$2,990.2</b>	<b>\$3,521.0</b>	<b>\$4,193.8</b>	<b>\$4,406.3</b>	<b>\$21,896.3</b>	<b>\$2,615.95</b>

**APPENDIX 2**

**MAP**

**QAUSUITTUQ NATIONAL PARK**

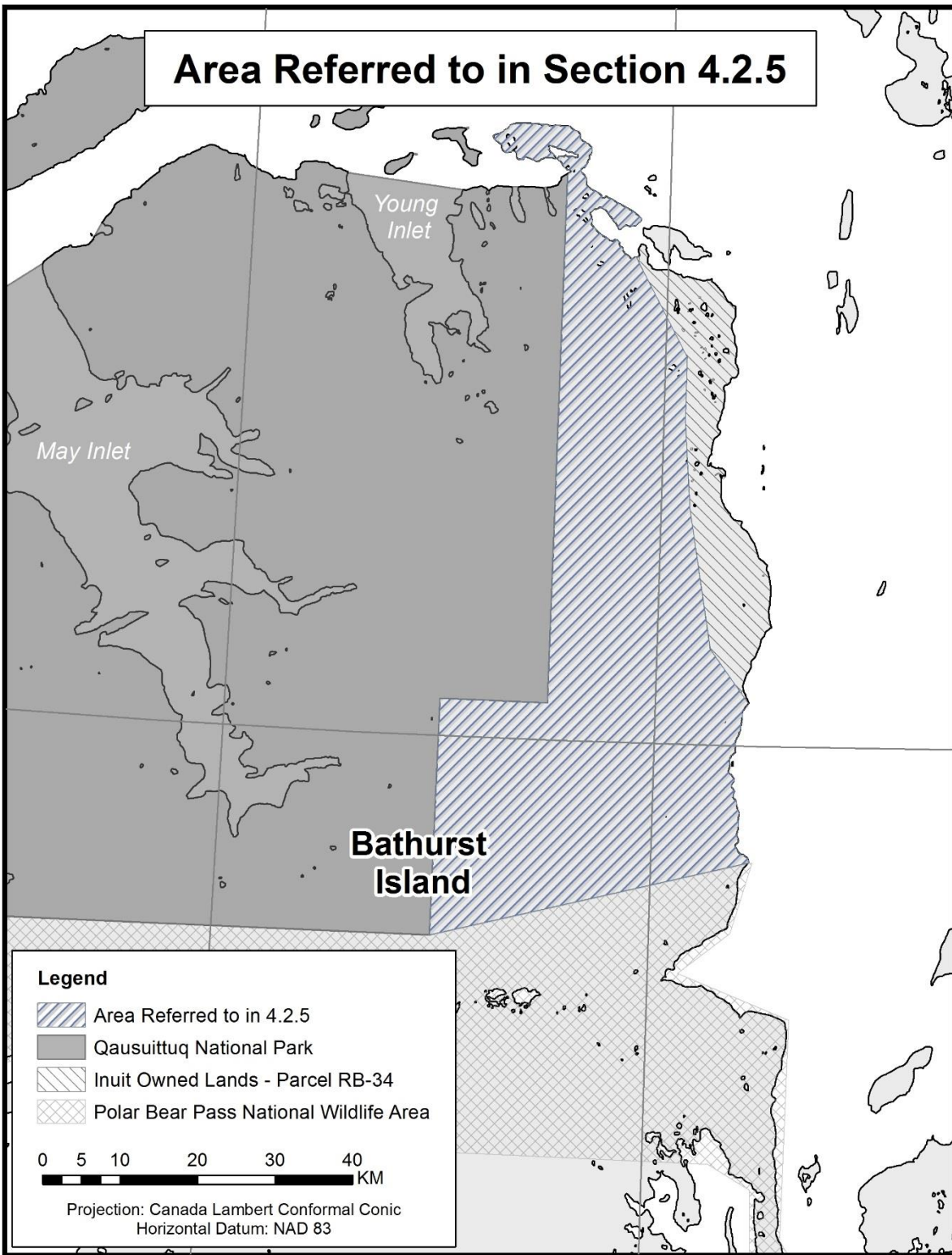
# Qausuittuq National Park



**APPENDIX 3**

**AREA REFERENCED IN SECTION 4.2.5 OF THIS AGREEMENT**





**APPENDIX 4**

**PROPOSED IMPLEMENTATION PLAN OUTLINE**

## PROPOSED IMPLEMENTATION PLAN OUTLINE

for the implementation of the  
Qausuittuq National Park Inuit Impact and Benefits Agreement (QNPIIBA)

## **Introduction**

### **Purpose**

This document describes the implementation plan for the Qausuittuq National Park Inuit and Impact Benefit Agreement (QNPIIBA) identifies roles & responsibilities, the deliverables and prerequisites involved in implementation of the QNPIIBA.

### **Intended Users**

The implementation plan is intended for the use of the following Parties:

- Parks Canada, Nunavut Field Unit;
- Qikiqtani Inuit Association;

The implementation plan provides an overview of the approach that the Parties will be following to implement the QNPIIBA.

## **Background**

### Overview of Implementation Plan

The Implementation Plan document to accompany the Qausuittuq National Park Inuit Impact and Benefit Agreement is to provide the Parties with an outline defining who is responsible for doing what and when over the seven year length of the implementation project.

### Objectives

Define quantitative and qualitative objectives that are able to be measured. These objectives should form the basis for evaluating deliverable outcomes.

# Project Administration

Project Management

IIBA Implementation Management

IIBA Implementation management or administration is one of the most important components in the implementation plan, because unclear management arrangements pose a major risk to implementation progress or success. Management structure needs to be clearly defined and supported with clear and comprehensive documentation of commitment to IIBA implementation in order to illustrate how it will be maintained and supported:

- who is going to manage the various implementation processes;
- who are they accountable to and what are they responsible for;
- are there bodies apart from the Parties (QPMC) who have a formal decision making or advisory role;
- what procedures for decision making will apply.

Implementation planning must identify who is accountable for the realization of deliverables/benefits – particularly if the stakeholders concerned are external to the Parties organization, departments or agencies.

## Deliverables

The expected outcomes for this project are:

- [insert item];
- [insert item]; and
- [insert item].

In order to achieve these outcomes the project deliverables include:

<b>Ref.</b>	<b>Deliverables</b>	<b>Due Date</b>	<b>Responsibility</b>
1.	[insert name of deliverable]	[insert due date]	[insert name of party responsible for deliverable]

### Project schedule

The implementation project will commence upon the effective date as defined in the QNPIIBA and is expected to have a duration of seven years.

[A schedule of the implementation project would be provided including deliverables, tasks, milestones, and timing i.e., dates. A Gantt chart may be provided here.]

### Financials

The financial information is outlined in the Expenditure Model.

**Inuit Impact and Benefit Agreement for the Proposed  
Qausuittuq National Park of Canada**

**Entente sur les répercussions et les avantages pour les Inuits  
du parc national du Canada Qausuittuq**

**ΔΔΔ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>**

**Signatures / Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>**

**FOR HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA  
POUR SA MAJESTÉ LA REINE DU CHEF  
DU CANADA**

Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>

**FOR THE INUIT OF THE NUNAVUT  
SETTLEMENT AREA  
POUR LES INUITS DE LA RÉGION DU  
NUNAVUT**

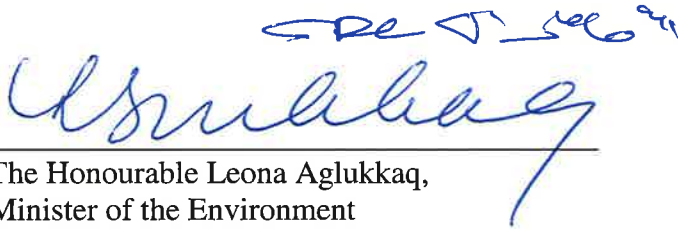
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>

**On behalf of the Government of Canada  
Au nom du Gouvernement du Canada**

Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>

**On behalf of the Qikiqtani Inuit  
Association**

**Au nom de l'Association inuite Qikiqtani**  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>



The Honourable Leona Aglukkaq,  
Minister of the Environment  
L'Honorable Leona Aglukkaq,  
Ministre de l'Environnement  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>



Pauloosie Akeeagok, President of the Qikiqtani  
Inuit Association  
Pauloosie Akeeagok, Président de l'Association  
inuite Qikiqtani  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>



Nancy Anilniliak, Superintendent, Nunavut Field  
Unit, Parks Canada  
Nancy Anilniliak, Directrice, Unité de gestion du  
Nunavut, Parcs Canada  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>



Navarana Beveridge, Executive Director, Qikiqtani  
Inuit Association  
Navarana Beveridge, Directrice executive de  
l'Association inuite Qikiqtani  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>

Signed in Iqaluit, Territory of Nunavut, on the 12 day of January, 2015.  
Signé à Iqaluit, Territoire du Nunavut, le 12 jour du mois de janvier 2015.  
Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup> Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>Δ<sup>ε</sup>