

Environnement et
Changement climatique Canada

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2016 INUIT IMPACT AND BENEFIT AGREEMENT FOR NATIONAL WILDLIFE AREAS AND MIGRATORY BIRD SANCTUARIES IN THE NUNAVUT SETTLEMENT AREA

WHEREAS National Wildlife Areas (NWAs) are established under the *Canada Wildlife Act* for the purposes of wildlife research, conservation and interpretation; and

WHEREAS Migratory Bird Sanctuaries (MBSs) are established under the *Migratory Birds Convention Act* for the purposes of protecting migratory birds and their habitat; and

WHEREAS the establishment of NWAs and MBSs has the potential both to confer benefits and to have detrimental impacts on Inuit; and

WHEREAS, under sections 9.4.1 and 8.4.4 and subject to section 9.4.2 of the *Nunavut Land Claims Agreement (NLCA)*, before an NWA or MBS is established in the Nunavut Settlement Area (NSA) after ratification of the *NLCA*, and for all NWAs and MBSs established before ratification, Inuit and the Government of Canada must negotiate, in good faith, for the purpose of concluding an Inuit Impact and Benefit Agreement (IIBA); and

WHEREAS, in accordance with sections 9.4.1 and 8.4.4 of the *NLCA*, the Parties negotiated an Umbrella IIBA for NWAs and MBSs effective August 22, 2008 (the 2008 IIBA) with a funding schedule ending March 31, 2014, and in accordance with section 8.4.7 of the *NLCA* and section 15.6.2 of the 2008 IIBA have renegotiated this IIBA, for the purpose of addressing all matters connected with NWAs and MBSs in the NSA that could reasonably confer a benefit or that could have a detrimental impact on Inuit on a Nunavut-wide, regional or local basis, and to achieve the other objectives set forth in this IIBA; and

WHEREAS in accordance with sections 9.3.2 and 9.3.7 of the *NLCA*, NWAs and MBSs are to be co-managed by Government of Canada and the Designated Inuit Organization (DIO); and

WHEREAS the Minister of the Environment is responsible before Parliament for NWAs and MBSs and has signed this IIBA with the authority and on behalf of the Government of Canada; and

WHEREAS Nunavut Tunngavik Inc. (NTI), has the responsibilities set forth under Article 39 of the *NLCA*, and the Kitikmeot Inuit Association (KitIA), the Kivalliq Inuit Association (KivIA), and the Qikiqtani Inuit Association (QIA) have the DIO responsibilities under Article 39 of the *NLCA* for negotiating this IIBA, and all of the above organizations have collectively signed this IIBA with the authority of and on behalf of all Inuit of the NSA;

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

ARTICLE 1 — DEFINITIONS

1.1 A term or phrase defined in the *NLCA* and used in the same context in this IIBA has, for the purposes of this IIBA, the same meaning as that set forth in Article 1 of the *NLCA*.

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

“ACMC” means an Area Co-Management Committee, as defined below;

“Associated Community” means a community that is associated with one or more NWAs or MBSs, as set forth in Schedule 2-1;

“Area Co-Management Committee” (ACMC) means an Inuit/Government of Canada NWA or MBS co-management committee required by sections 9.3.2, 9.3.7 and 8.4.11 of the *NLCA* and by section 3.2.1 of this IIBA;

“*Canada Wildlife Act*” (CWA) means the *Canada Wildlife Act*, its regulations and any successor legislation relating to NWAs;

“CBC” means a Community Beneficiary Committee, as defined below;

“CLARC” means a Community Lands and Resources Committee, as defined below;

“Community Beneficiary Committee,” (CBC) or “Community Lands and Resources Committee” (CLARC) means a committee established by an RIA in a Nunavut community to give advice and make recommendations to the RIA on matters related to the management and use of IOL and the other lands, waters and resources in its land use area;

“Cultural Sites of Importance to Inuit” means sites of importance to Inuit for cultural reasons that are identified in accordance with sections 6.4.3 and 6.4.4;

“CWA” means the *Canada Wildlife Act*, as defined above;

“CWS” means the Canadian Wildlife Service of the Government of Canada’s Department of the Environment and any successor directorate, branch, agency or department that has responsibility for NWAs and MBSs;

“Department of Culture and Heritage” means the territorial Department of Culture and Heritage and any successor agency or department that has responsibility for archaeological sites and artifacts;

“DOE (Nunavut)” means the territorial Department of the Environment and any successor agency or department that has responsibility for wildlife;

“Effective Date” means the date on which this IIBA comes into force for an NWA or MBS in accordance with subsections 2.2.3;

“Enlargement” means any change in the boundaries of an NWA or MBS that would have the effect of enlarging or including new lands or waters in the NWA or MBS;

“Establishment” means the designation of an NWA or MBS under the *CWA* or *MBCA*, respectively;

“IIBA” means an Inuit Impact and Benefit Agreement, as defined below;

“IIBA Implementation Funds” means the funds provided or to be provided by the Government of Canada pursuant to sections 15.2.1;

“Interpretation” means oral translation;

“Interpretative Materials” means interpretative materials developed pursuant to Part 6.8;

“Inuit Firm” means an entity that qualifies as an Inuit firm under Article 24 of the *NLCA*;

“Inuit Impact and Benefit Agreement” (IIBA) means an IIBA as required by Part 4 of Article 8 and Part 4 of Article 9 of the *NLCA*, or this IIBA, as the context requires;

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

“Inuit Parties” means NTI and the RIAs;

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

“Inuit Tourism Provider” means an Inuk or Inuit firm providing, or with an expressed interest in providing, goods or services to tourists;

“Inventories” means inventories of resources importance to Inuit that are developed pursuant to Parts 6.4 through 6.7;

“IOL” means Inuit Owned Lands, as defined in section 1.1.1 of the *NLCA*;

“Management Plan” means a management plan for an NWA or MBS, as required by sections 9.3.8 and 8.4.13 of the *NLCA* and Article 3 of this IIBA;

“*MBCA*” means the *Migratory Birds Convention Act*, as defined below;

“MBS” means a Migratory Bird Sanctuary, as defined below;

“*Migratory Birds Convention Act*” (*MBCA*) means the federal *Migratory Birds*

Convention Act, including the *Convention* attached to the *Act* as a *Schedule*, its regulations and any successor legislation relating to MBSs;

“Migratory Bird Sanctuary” (MBS) means a migratory bird sanctuary established in the NSA under the *MBCA*;

“Minister” means the federal Minister of the Environment or the Minister’s designate, except where otherwise stated;

“National Wildlife Area” (NWA) means a national wildlife area established in the NSA under the *CWA*;

“*NLCA*” means the *Nunavut Land Claims Agreement*, as defined below;

“NSA” means the Nunavut Settlement Area, as defined in section 1.1.1 of the *NLCA*;

“NTI” means Nunavut Tunngavik Incorporated;

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

“NWA” means a National Wildlife Area, as defined above;

“Parties” means the Inuit of the NSA, as represented by Nunavut Tunngavik Inc. and the three Regional Inuit Associations, and Her Majesty the Queen in right of Canada, as represented by the Minister, and “Party” means any of the above individually;

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

“Researcher” means a person holding a permit to carry out research within the boundaries of an NWA or MBS;

“Resource” means minerals and renewable energy resources;

“RIA” means a Regional Inuit Association, as defined above;

“*SARA*” means the *Species at Risk Act* as defined below;

“*Species at Risk Act*” (*SARA*) means the federal *Species at Risk Act*, its regulations and any successor legislation;

“TAH” means Total Allowable Harvest, as defined below;

“Total Allowable Harvest” (TAH) means a total allowable harvest as defined in section 5.1.1 of the *NLCA*;

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

- (a) an Inuk or a family member travelling with an Inuk;
- (b) an individual who has been assigned harvesting rights under section 5.7.34 of the *NLCA*;
- (c) an employee or contractor of the CWS or other Government of Canada department acting within the scope of his or her employment or contract; or
- (d) a Researcher.

“Wildlife Areas of Importance to Inuit” means areas of importance to Inuit for wildlife and other related reasons that are identified in accordance with sections 6.4.3 and 6.4.4.

ARTICLE 2 — GENERAL PROVISIONS

2.1 PRINCIPLES

- 2.1.1 The unique relationship between the Inuit of Nunavut and the ecosystems of the NSA is ecological, spiritual and social in nature. *Inuit Qaujimajatuqangit* is a related body of knowledge, which is necessary to and which Inuit shall bring to responsible decision-making regarding the lands, waters and marine areas of the NSA.
- 2.1.2 NWAs and MBSs make an important contribution to wildlife and wildlife habitat conservation in the NSA, Canada and the world. They shall be co-managed by Inuit and CWS in accordance with the *NLCA*, this IIBA, approved Management Plans, *Inuit Qaujimajatuqangit*, scientific information and, except where inconsistent with the *NLCA*, the *Migratory Birds Convention Act*, the *Canada Wildlife Act*, the *Species at Risk Act* and other applicable legislation.
- 2.1.3 Inuit should fully benefit from and fully participate in the economic and other opportunities arising from the establishment and management of NWAs and MBSs.
- 2.1.4 The establishment and management of NWAs and MBSs should avoid social and cultural disruption to Inuit and their relationship with and use of the lands (including IOL), the waters and the resources of NWAs and MBSs.
- 2.1.5 The establishment and management of NWAs and MBSs shall be consistent with Inuit harvesting rights under the *NLCA*.
- 2.1.6 The Inuit Language should be preserved and its use should be supported and promoted in the establishment and management of NWAs and MBSs.
- 2.1.7 The archaeological and cultural heritage of Inuit should be protected in the establishment and management of NWAs and MBSs.
- 2.1.8 The opportunities for Inuit provided by this IIBA should build capacity, and encourage self-reliance and the cultural and socio-economic well-being of Inuit.
- 2.1.9 The implementation of this IIBA should be co-operative, in good faith, and based on the mutual commitment of the Parties.

2.2 APPLICATION

- 2.2.1 This IIBA, including Schedules 2-1, 3-1, 6-1, 15-1 and Appendix I, constitutes the IIBA required under Articles 8 and 9 of the *NLCA* for each NWA and MBS identified in Schedule 2-1 of this IIBA.
- 2.2.2 As of the Effective Date, an appendix is not required for any NWA or MBS except for the Ninginganiq NWA, which is attached as Appendix I hereto.

2.2.3 This IIBA shall come into effect and shall replace the 2008 IIBA when it has been signed by the Minister and authorized representatives of NTI and the RIAs.

2.2.4 This Agreement may be signed and dated in any number of its identically worded counterpart copies, each of which once signed and dated shall be deemed to be an original. All such counterpart copies together shall constitute one and the same instrument. Each Party agrees to provide to each of the other Parties an electronically scanned copy of their signed and dated counterpart copy, on the date of signature, by facsimile or email, as evidence of their signature. The Parties acknowledge the validity of such electronically scanned counterpart copies in bringing the IIBA into effect.

2.3 FINANCIAL APPROPRIATIONS

2.3.1 Amounts payable under this IIBA 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 AMENDMENT

2.4.1 Subject to section 2.4.2, this IIBA may be amended by written agreement of all the Parties.

2.4.2 The amendment or addition of an appendix or a provision relating to a specific NWA or MBS shall require the written agreement of CWS, NTI and the relevant RIA.

2.5 OTHER GENERAL PROVISIONS

2.5.1 This IIBA is a legally binding and enforceable agreement.

2.5.2 This IIBA is governed by the laws of Nunavut and Canada, as applicable.

2.5.3 This IIBA does not form part of the *NLCA*, and it is not a land claims agreement or treaty within the meaning of Section 35 of the *Constitution Act, 1982*.

2.5.4 Nothing in this IIBA shall be construed so as to abrogate or derogate from any aboriginal or treaty rights of Inuit.

2.5.5 This IIBA and all terms herein shall be read so as to be consistent with the *NLCA*. In the event of any inconsistency or conflict between the IIBA and the *NLCA*, the *NLCA* shall prevail to the extent of the inconsistency or conflict.

2.5.6 Nothing included in or excluded from this IIBA is intended to be used as a guide to the interpretation of the *NLCA*.

2.5.7 This IIBA 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*.

- 2.5.8 The exclusion from this IIBA of any matter listed in Schedule 8-3 of the *NLCA* shall not be construed as an acknowledgement that the matter is not appropriate for inclusion in this or any future IIBA.
- 2.5.9 The Articles, Schedules and Appendix constitute this IIBA and shall be read together and interpreted as one agreement. The Preamble, Principles and Objectives in this IIBA are intended to assist in the interpretation of the IIBA.
- 2.5.10 This IIBA constitutes the entire agreement among the Parties and there are no oral or written representations, warranties, collateral agreements or conditions affecting this IIBA except as expressed in it.
- 2.5.11 There shall be no presumption that doubtful expressions in this IIBA are to be interpreted in favour of Government of Canada or the Inuit Parties.
- 2.5.12 There shall be Inuit Language, English and French versions of this IIBA. The English version shall be the authoritative version. Subject to their mutual consent, the Parties may during the term of the IIBA designate the Inuit Language and/or French version(s) to be authoritative as well.
- 2.5.13 Nothing in this IIBA shall affect the rights or the ability of Inuit to participate in and benefit from programs for Nunavut residents, Inuit or aboriginal people.
- 2.5.14 No member of the House of Commons shall be admitted to any share or part of this IIBA by any benefit arising therefrom.
- 2.5.15 Time is of the essence in performing all provisions of this IIBA.
- 2.5.16 Use of the singular in this IIBA includes the plural.
- 2.5.17 When the Minister designates one or more persons to act in the place of the Minister or delegates a responsibility under this IIBA, CWS shall provide notice of the designation or delegation to the Inuit Parties, and the Minister shall remain responsible for the performance of all designated and delegated responsibilities.
- 2.5.18 When NTI designates one or more organizations to act in its place or delegates a responsibility under this IIBA, it shall provide notice of the designation or delegation to the Minister and the RIAs, and it shall remain responsible for the performance of all delegated responsibilities.
- 2.5.19 This IIBA enures to the benefit of and binds the Parties and their successors and assigns.
- 2.5.20 No Party may transfer any responsibility or obligation under this IIBA from a person or body identified in the IIBA as having that responsibility or obligation to another person or body, without notice to and the approval of the other 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 the IIBA.
- 2.5.21 The failure of a Party to enforce a provision of this IIBA does not constitute a waiver of the provision or affect the Party's right to enforce the provision at a later date.

2.5.22 If any provision of this IIBA is found by a court of competent jurisdiction to be invalid, that provision shall be deemed to be severed from the IIBA, the remainder of the IIBA shall continue in full force, and the Parties shall make best efforts to amend the IIBA to remedy the invalidity or replace the invalid provision.

2.5.23 The Minister shall consult the Inuit Parties when proposed changes to the *CWA*, *MBCA* or *SARA* may affect NWAs or MBSs.

2.6 CONSULTATION

2.6.1 A duty to consult, identified in this IIBA, 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; and
- (c) full and fair consideration of any views presented.

2.6.2 A duty to consult individual Inuit, identified in this IIBA, shall also include, at a minimum:

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

2.7 UNDERTAKING IN FULFILMENT OF OBLIGATIONS

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

2.8 NOTICE

2.8.1 Except as otherwise expressly permitted or required, any communications, notices or demands made or given by a Party under this IIBA shall be in writing and shall be: a) delivered personally (in which case the notice shall be considered received on the day of the delivery); or b) mailed by registered mail, return receipt requested (in which case the notice shall be considered received on the seventh business day following the day on which it was registered in a post office; or c) sent by facsimile confirmation transmission (in which case the notice shall be considered received on the second business day

following the facsimile transmission); or d) sent by electronic mail, read receipt requested (in which case the notice shall be considered received on the day following the day of delivery).

- 2.8.2 Notices shall be sent to the following addresses in the case of personal communication, communication by mail, communication by facsimile or by electronic mail, unless otherwise stipulated in this IIBA or indicated by the Parties in writing:

If to the Government of Canada:

Regional Director
Environmental Stewardship Branch
Canadian Wildlife Service
Prairie and Northern Region
Environment Canada
9250 49th Street, Edmonton, AB T6B 1K5
(780) 951-8850
(780) 495-2615 (fax)
david.ingstrup@canada.ca

If to Nunavut Tunngavik Inc.:

Chief Executive Officer, Nunavut Tunngavik Inc., Box 638
Iqaluit, Nunavut X0A 0H0
(867) 975-4900
(867) 975-4949 (fax)
jtarreak@tunngavik.com

If to the Kitikmeot Inuit Association:

Executive Director, Kitikmeot Inuit Association, Box 18
Cambridge Bay, Nunavut X0B 0C0 (867) 983-2458
(867) 983-2701 (fax)
execdir@kitia.ca

If to the Kivalliq Inuit Association:

Executive Director
Kivalliq Inuit Association, Box 340
Rankin Inlet, Nunavut X0C 0G0
(867) 645-2810
(867) 645-3855 (fax)
gkarlik@kivalliqinuit.ca

If to the Qikiqtani Inuit Association:

Executive Director
Qikiqtani Inuit Association, Box 1340
Iqaluit, Nunavut X0A 0H0
(867) 975-8400
(867) 979-3238 (fax)
nbeveridge@qia.ca

- 2.8.3 In the case of notices by e-mail, the notice shall be sent to the person occupying the position identified in this section at the time of the notice, unless the Parties notify each other otherwise.
- 2.8.4 In the event of any disruption of postal service, notices shall be delivered personally, or sent by facsimile or by electronic mail.

NWAs and MBSs to Which This IIBA Applies
Schedule 2-1 (Section 2.2.1)

NWAs and MBSs	Associated Communities
1. Akpait NWA	Qikiqtarjuaq
2. Bylot Island MBS	Pond Inlet
3. Dewey Soper MBS	Cape Dorset
4. East Bay MBS	Coral Harbour
5. Harry Gibbons MBS	Coral Harbour
6. Ninginganiq NWA	Clyde River
7. McConnell River MBS	Arviat
8. Nirjutiqarvik NWA	Grise Fiord
9. Polar Bear Pass NWA	Resolute
10. Prince Leopold Island MBS	Resolute, Arctic Bay
11. Qaulluit NWA	Qikiqtarjuaq
12. Queen Maud Gulf MBS	Cambridge Bay, Gjoa Haven, Omingmaktok
13. Seymour Island MBS	Resolute

ARTICLE 3 — CO-MANAGEMENT

3.1 OBJECTIVES

3.1.1 This Article has the following objectives:

- (a) effective co-management of NWAs and MBSs by Inuit and CWS in accordance with the *NLCA*, and particularly Articles 9 and 5 of the *NLCA*;
- (b) decision-making for MBSs and NWAs that is substantially informed and influenced by *Inuit Qaujimajatuqangit*; and
- (c) local Inuit involvement in the planning and management of NWAs and MBSs.

3.2 AREA CO-MANAGEMENT COMMITTEES

Establishment and Purpose

- 3.2.1 Area Co-Management Committees (ACMCs) shall be maintained for each NWA or MBS or group thereof listed in Schedule 3-1.
- 3.2.2 Each ACMC shall base its operations in the Associated Community listed in Schedule 3-1, except that in the case of Queen Maud Gulf MBS, the ACMC shall base its operations in Cambridge Bay.
- 3.2.3 The purposes of the ACMCs shall be to:
 - (a) advise the Minister, as they deem appropriate, on all aspects of the planning and management of NWAs and MBSs, in accordance with Part 3.3 of this IIBA;
 - (b) prepare, amend and recommend Management Plans in accordance with Parts 3.5 to 3.7 of this IIBA; and
 - (c) fulfill the other functions of the ACMCs set forth in the IIBA.

Appointment and Terms of Members

- 3.2.4 Each ACMC shall consist of six members, appointed as follows:
 - (a) the relevant RIA shall appoint three members, all of whom shall be members of the Associated Community's Community Lands and Resources Committee (CLARC) or Community Beneficiary Community (CBC);
 - (b) the Minister shall appoint three members, two of whom shall be members of the Associated Community's CLARC or CBC. The Minister's third appointment shall be an employee of CWS;

- (c) where the ACMC represents more than one Associated Community, as set forth in Schedule 3-1, members of the CLARCs or CBCs of all these Associated Communities are eligible for appointment to an ACMC and the ACMC shall include at least one representative from each Associated Community's CLARC or CBC; and
 - (d) in the event that a CLARC member is not available to be appointed, other members may be appointed by the Minister and the relevant RIA that are not CLARC members with the agreement of the Parties.
- 3.2.5 ACMC members shall have demonstrable interest, knowledge or experience in conservation, wildlife, tourism, and/or Inuit culture and heritage.
 - 3.2.6 The relevant RIA shall, after consultation with the Minister, appoint the Chair of each ACMC from among the members appointed from the CLARCs or CBCs. The CWS employee member shall serve as the Vice-Chair of the ACMC and may not also serve as the Chair.
 - 3.2.7 ACMC members may retain their positions after their CLARC or CBC appointment ends. The terms of ACMC members shall be three (3) years.
 - 3.2.8 The relevant RIA shall notify the Minister within thirty (30) days of the appointment or re-appointment of the CLARC or CBC in the Associated Community(ies). Within ninety (90) days of his or her receipt of the RIA's notice, the Minister shall appoint the two (2) CLARC or CBC members that he or she is responsible for appointing to each ACMC.
 - 3.2.9 ACMC members, including the Chair and Vice-Chair, may be re-appointed to their positions.
 - 3.2.10 The RIA or the Minister may remove ACMC members in accordance with ACMC procedures established pursuant to section 3.2.22.
 - 3.2.11 If a member is removed from or otherwise leaves an ACMC, the RIA or the Minister who appointed that member shall, within a reasonable time, appoint a replacement member in the manner described above.

Training

- 3.2.12 Each ACMC shall hold periodic training and orientation workshop(s) as needed to ensure new members are adequately trained to fulfill their obligations.
- 3.2.13 The purpose of the workshop(s) shall be to:
 - (a) familiarize ACMC members with relevant legislation, the *NLCA*, *NWA* or *MBS* planning and management processes, this *IIBA*, and the roles and responsibilities of the ACMCs under the *IIBA*;
 - (b) develop appropriate methods to assist the Inuit members of the ACMCs in obtaining and bringing *Inuit Qaujimajatuqangit* to ACMC deliberations; and

(c) enable the members to better carry out their responsibilities under the IIBA.

- 3.2.14 CWS shall develop the workshop(s) in consultation with NTI, the RIAs and the ACMCs. NTI or the relevant RIA may participate in the workshop(s). The workshop(s) shall be planned, coordinated, and delivered by CWS, except that the *Inuit Qaujimajatuqangit* component of the workshop(s) shall be facilitated by the relevant RIA or NTI.
- 3.2.15 An all ACMCs meeting shall occur once within the term of this IIBA for a training session to exchange information, learn from each other and, to the extent possible, coordinate their work.

Operations

- 3.2.16 Each ACMC shall meet in person at least once a year. ACMCs may also conduct their work by teleconference and any decisions so made shall be valid.
- 3.2.17 ACMC meetings shall be open to the public, but ACMCs may meet *in camera* from time to time if, in the opinion of the ACMC, special circumstances so require.
- 3.2.18 ACMCs shall conduct their business in the Inuit Language and English, and Interpretation and translation shall be provided as requested by the members.
- 3.2.19 The quorum for any ACMC meeting shall be four members, at least two of whom shall be RIA appointees.
- 3.2.20 Members appointed to the ACMCs shall consider the interests of the Inuit of the Associated Community(ies), the region and the NSA as a whole, and the interests of the people of Nunavut and of Canada when deliberating on any matter.
- 3.2.21 ACMCs shall make all reasonable efforts to make their decisions by consensus (the agreement of all members). If an ACMC is unable to reach consensus on any issue, it may decide by simple majority vote. The Chair and Vice-Chair shall participate in all ACMC decision-making.
- 3.2.22 ACMCs shall, with the assistance of the Parties, establish procedures governing their operations, including conflict of interest guidelines and a code of conduct, and the ACMCs and the Parties shall make these procedures publicly available. Wherever reasonable and agreeable to the relevant ACMCs, these procedures shall be consistent among different ACMCs.

Budget and Work Plan

- 3.2.23 Prior to the conclusion of every fiscal year, each ACMC shall prepare a work plan and proposed budget for the coming year.
- 3.2.24 Each ACMC shall submit its proposed work plan and budget to CWS, NTI and the relevant RIA for their review and approval at the annual review in accordance with Part 15.4.

- 3.2.25 ACMCs may recommend changes to their work plans and budgets as circumstances change during any fiscal year. They shall submit any such revised work plans and budgets to CWS, NTI and the relevant RIA for their review and approval, within a reasonable period of time.
- 3.2.26 At the conclusion of each fiscal year, each ACMC shall prepare a report on the attainment of that year's work plan and on other matters as the ACMC sees fit. Each ACMC shall submit its report for the Parties' review in the annual reviews under Part 15.4.

Costs

- 3.2.27 ACMC budgets shall be approved in advance in accordance with sections 3.2.24 and 3.2.25. Legitimate ACMC costs are as follows:
- (a) honoraria for members for ACMC work when a member is not otherwise reimbursed for that work;
 - (b) the ACMCs' meeting expenses, including travel, accommodation and per diem expenses at Treasury Board rates for members who must travel to attend ACMC meetings and who are not otherwise reimbursed for these expenses;
 - (c) expenses of RIA staff who travel to attend ACMC meetings; and
 - (d) other costs associated with the ACMCs' performance of their duties under this IIBA.
- 3.2.28 Subject to section 15.2.1, CWS shall provide NTI with IIBA Implementation Funds in the amounts identified in line 1 and line 2 of Schedule 15-1 to pay the costs of the ACMCs described in section 3.2.27. NTI's obligations to pay ACMC costs pursuant to this section are limited by and to the funding provided in lines 1 and 2 of Schedule 15-1.

Secretariat Support

- 3.2.29 CWS shall provide secretariat support to the ACMCs as set forth in section 3.2.30.
- 3.2.30 The secretariat support provided by CWS shall consist of:
- (a) logistical support including the organization of ACMC meetings, teleconferences, consultations, travel and accommodations;
 - (b) assistance in ACMC budget preparation;
 - (c) administrative support and the maintenance of ACMC documents and files; and
 - (d) other duties of a similar nature as directed by the Chair and agreed by CWS.
- 3.2.31 At the request of CWS, the relevant RIA may assign a staff person to provide support for ACMC meetings. The amounts to pay for the costs associated with this RIA staff person are identified in line 1 of Schedule 15-1.

3.3 AREA CO-MANAGEMENT COMMITTEE ADVICE

- 3.3.1 In accordance with section 9.3.7 of the *NLCA*, an ACMC may, as it deems appropriate, advise the Minister on all matters related to NWA or MBS management. An ACMC may also, as it deems appropriate, advise the Parties and other Government of Canada organisations, departments and agencies on matters related to the management of an NWA or MBS.
- 3.3.2 For greater certainty, section 2.1.2 does not constrain an ACMC from providing advice to the Minister, the Parties or other Government of Canada organisations, departments and agencies as it deems appropriate, including advice on legislative change. Notwithstanding section 2.1.2, a member of an ACMC may bring to ACMC deliberations and decision-making, and otherwise express, his or her views on any matter under consideration by the ACMC, whether or not those views are consistent with legislation.
- 3.3.3 In formulating their advice to the Minister, ACMCs shall carefully consider *Inuit Qaujimajatuqangit* brought forward by any member.
- 3.3.4 The role of the ACMCs includes advising on:
- (a) the NWA Strategy and Action Plan for Nunavut (Part 3.4);
 - (b) Management Plans (Parts 3.5 to 3.7);
 - (c) RIA-Supported Permit Applications (Part 4.3);
 - (d) the removal of carving stone from NWAs and MBSs (Part 5.4);
 - (e) outpost camps and Cabins in NWAs and MBSs (Part 5.5);
 - (f) the inventories of resources important to Inuit, including oral history projects, archaeological projects and Inuit Language place names (Parts 6.4 to 6.7);
 - (g) NWA and MBS research (Part 10.2);
 - (h) CWS's role in the protection of Archaeological Sites, Artifacts and Specimens and Cultural Sites of Importance to Inuit (Part 11.3);
 - (i) the management and protection of wildlife and wildlife habitat within an MBS or NWA (Part 12.2);
 - (j) the Establishment, Enlargement, Status Change, Reduction or Disestablishment of an MBS or NWA, as appropriate (Parts 13.3 and 13.5); and
 - (k) Visitor use of NWAs and MBSs, including recommended guide areas (Parts 14.2 and 14.4).
- 3.3.5 The Minister shall seek the advice of the relevant ACMCs on all significant policy matters directly affecting NWAs or MBSs. In all significant policy decisions, the Minister

shall carefully consider *Inuit Qaujimajatuqangit* documented and presented to the Minister by an ACMC.

3.3.6 With the exception of advice on RIA-Supported Permit Applications under section 4.3.2, which is governed by section 4.3.3, ACMC advice to the Minister is subject to the process set forth in section 3.3.7.

3.3.7 The Minister shall consider an ACMC's advice on any matter as follows:

- (a) on first receipt of an ACMC's advice, the Minister shall accept and implement or reject the advice. If the Minister rejects the ACMC's advice, the Minister shall, within sixty (60) days of receiving the advice, provide written reasons to the ACMC for the rejection. If the Minister considered any additional information not in the possession of the ACMC, the Minister shall, subject to legal restrictions on disclosure, disclose that information in the written reasons;
- (b) if the Minister rejects an ACMC's advice, the ACMC may reconsider its advice, and it may, within sixty (60) days of receiving the Minister's reasons for the rejection, submit revised advice;
- (c) the Minister shall consider any revised advice submitted by an ACMC under subsection (b), and shall make and implement a final decision within sixty (60) days. The Minister shall provide written reasons to the ACMC, to the extent that the Minister has rejected or varied the ACMC's revised advice. The failure of an ACMC to submit revised advice to the Minister within the required time shall not prevent the Minister from making and implementing the final decision;
- (d) the sixty (60) day deadlines in subsections (a), (b) and (c) above may be extended with the mutual agreement of the Minister, NTI and the relevant RIA; and
- (e) the Minister's written reasons provided pursuant to this section shall address any *Inuit Qaujimajatuqangit* documented and presented to the Minister by the ACMC.

3.4 NWA STRATEGY AND ACTION PLAN

3.4.1 Within the term of the IIBA, CWS shall develop a draft NWA Strategy and Action Plan for Nunavut for consultation with the ACMCs and the relevant Inuit organizations, including the RIAs, the RWOs and NTI. The Strategy will be completed prior to the establishment of any new NWAs.

3.4.2 The Strategy shall identify potential NWAs, in addition to those which have already been established, which are required to complete an effective network of NWAs in the NSA. The Action Plan shall establish a timetable for implementing the Strategy. The timetable shall be subject to, and shall provide for, any steps to be taken pursuant to Article 13 of this IIBA.

3.4.3 In developing the Strategy and Action Plan, CWS shall carefully consider *Inuit Qaujimajatuqangit* documented and presented to it by any ACMC.

- 3.4.4 CWS shall present the draft Strategy and Action Plan to the Minister for approval. Any future NWA initiatives shall be consistent with the Strategy and Action Plan.
- 3.4.5 CWS may amend the Strategy and Action Plan in accordance with the process set forth in sections 3.4.1 through 3.4.4.
- 3.4.6 Funding to fulfill the obligations identified in this Part shall not be derived from IIBA Implementation Funds.
- 3.5 MANAGEMENT PLAN PREPARATION
- 3.5.1 For every NWA or MBS, a Management Plan shall be completed by CWS at the earliest possible date and no later than the dates set forth in the implementation plan pursuant to section 15.3.1.
- 3.5.2 In accordance with section 8.4.13 of the *NLCA*, for any NWA or MBS established after the Effective Date of this IIBA, a Management Plan shall, subject to section 3.5.3, be completed within five (5) years of the establishment of the NWA or MBS.
- 3.5.3 Each ACMC shall prepare the Management Plan for the MBS(s) or NWA(s) for which it is responsible under Schedule 3-1.
- 3.5.4 In preparing Management Plans, the ACMCs shall carefully consider any *Inuit Qaujimajatuqangit* brought forward by a member.
- 3.5.5 The ACMC shall consult the relevant RIA, and NTI, before completing the draft Management Plan.
- 3.5.6 Subject to its work plan and budget, the ACMC may prepare the Management Plan according to whatever process it deems appropriate and it may consult as it deems appropriate.
- 3.5.7 The Management Plan shall include a description of:
- (a) the purposes of the NWA or MBS;
 - (b) management goals and objectives;
 - (c) the natural and cultural history and the context within which the NWA or MBS operates;
 - (d) policies that will guide the management of the NWA or MBS;
 - (e) a schedule to implement Management Plan action items; and
 - (f) items identified pursuant to sections 14.2.2 and 14.4.1.

- 3.5.8 Where an NWA or MBS includes IOL, the Management Plan shall reflect and address any special issues arising from the presence of the IOL.
- 3.5.9 In the event that a management plan already exists for an NWA or MBS, the ACMC shall review that management plan and it may, in accordance with Part 3.6, recommend amendment or replacement of that plan as it deems appropriate.
- 3.6 MANAGEMENT PLAN APPROVAL
- 3.6.1 The ACMCs shall recommend completed Management Plans to the NWMB for approval in accordance with sections 5.2.34(c) and 5.3.16 of the *NLCA*.
- 3.6.2 The ACMC shall provide the relevant RIA and NTI with a copy of the completed Management Plan when it sends the Plan to the NWMB.
- 3.6.3 If, in accordance with the decision-making process set forth in subsection 5.2.34(c) and sections 5.3.17 through 5.3.23 of the *NLCA*, the NWMB or the Minister rejects, in whole or part, a completed Management Plan and the Plan is returned to an ACMC for reconsideration, the relevant ACMC shall re-consider the Plan and re-submit it to the NWMB.
- 3.6.4 In accordance with section 8.4.13 of the *NLCA*, approved Management Plans shall be based on the recommendations of the relevant ACMCs, taking into account the recommendations of other interested persons or bodies.
- 3.6.5 Once the Minister has accepted a Management Plan, the Minister shall proceed forthwith to do all things necessary to implement the Plan.
- 3.6.6 The ACMC shall provide a copy of the approved Management Plan to NTI and the relevant RIA.
- 3.7 AMENDMENTS TO MANAGEMENT PLANS
- 3.7.1 Government of Canada, a DIO, any member of an ACMC, or any person whose interests are affected by a Management Plan may propose an amendment to a Management Plan to the ACMC.
- 3.7.2 The ACMC shall consider the proposed amendment and may recommend amendments to the Management Plan in accordance with the process set forth under Parts 3.5 and 3.6.

Area Co-Management Committees
Schedule 3-1 (Sections 3.2.1 and 3.2.2)

NWAs and MBSs	Associated Communities	Area Co-Management Committees
1. Akpait NWA and Qaulluit NWA	Qikiqtarjuaq	Sululiit
2. Bylot Island MBS	Pond Inlet	Asungasungaaq
3. Dewey Soper MBS	Cape Dorset	Isulijarnik
4. East Bay MBS and Harry Gibbons MBS	Coral Harbour	Irniurviit
5. Ninginganiq NWA	Clyde River	Ninginganiq
6. McConnell River MBS	Arviat	Nivvialik
7. Nirjutiqarvik NWA	Grise Fiord	Nirjutiqarvik
8. Polar Bear Pass NWA, Prince Leopold Island MBS and Seymour Island MBS	Resolute	Sulukvait
9. Queen Maud Gulf MBS	Cambridge Bay, Gjoa Haven, Omingmaktok	Ahiak

ARTICLE 4 — INUIT OWNED LANDS

4.1 OBJECTIVES

4.1.1 This Article has the following objectives:

- (a) maintain the natural resource values of IOL that lie within MBSs and NWAs;
- (b) recognize the respective roles and responsibilities of the RIAs and the Minister in managing IOL within MBSs and NWAs;
- (c) fairly and impartially resolve disputes between an RIA and CWS regarding the permitting of activities on IOL within NWAs and MBSs;
- (d) ensure reasonable notice to Inuit when CWS agents, employees and contractors access IOL; and
- (e) ensure reasonable access across NWAs and MBSs to IOL.

4.2 DEFINITIONS

4.2.1 For the purposes of this Article:

- (a) “RIA-Supported Permit Application” means an application to CWS, made or supported in writing by an RIA, for an NWA or MBS permit to conduct an activity on IOL within an NWA or MBS where, pursuant to sections 9.3.3 or 9.3.4 of the *NLCA*, the activity requires a permit under the *CWA* or the *MBCA*; and
- (b) “RIA-Supported Permit” means an RIA-Supported Permit Application approved by the Minister.

4.3 USE OF IOL PARCELS IN MBSs AND NWAs

Decision-Making Test

4.3.1 The Minister shall approve an RIA-Supported Permit Application where, in his or her opinion, acting reasonably, the proposed activity is consistent with the *CWA*, *MBCA* or *SARA*, as applicable. When evaluating an RIA-Supported Permit Application, the Minister shall consider:

- (a) the potential effects of the proposed activity on local migratory bird populations and habitat, on local wildlife populations and habitat, on any endangered, threatened or extirpated wildlife species listed under *SARA*, or on those species’ critical habitat, including:

- (i) the nature and scale of the activity;
 - (ii) the location and geographic extent of the activity;
 - (iii) the time of year of the activity;
 - (iv) the duration of the activity;
 - (v) the likelihood of potential effects from the activity; and
 - (vi) the likelihood of population and habitat recovery;
- (b) the social, cultural and economic importance of the activity to Inuit;
 - (c) the RIA's and the Associated Community's objectives in supporting the activity;
 - (d) whether there are financially viable and practical alternatives to carrying out the activity in the MBS or NWA;
 - (e) any conciliator's report under section 4.3.8 and any RIA President-Ministerial discussions under section 4.3.9;
 - (f) such other matters as the Minister, acting reasonably, considers relevant; and
 - (g) whether the activity can be accommodated within the MBS or NWA, given the above considerations.

Decision-Making Process

- 4.3.2 The relevant ACMC may advise the RIA and CWS on all aspects of RIA-Supported Permit Applications, including any terms and conditions that should be attached to RIA-Supported Permits.
- 4.3.3 The decision-making process set forth in sections 4.3.4 through 4.3.13, using the test in section 4.3.1, shall apply to all RIA-Supported Permit Applications. The process set forth in sections 3.3.6 and 3.3.7 shall not apply to ACMC advice on RIA-Supported Permit Applications.
- 4.3.4 An RIA-Supported Permit Application, together with any supporting documentation, shall address the factors set forth in section 4.3.1, as applicable. The RIA shall document and include in the Application any *Inuit Qaujimajatuqangit* that it believes relevant to the Application. CWS may require further information from the applicant where an RIA-Supported Permit Application is incomplete.
- 4.3.5 On the receipt of a complete RIA-Supported Permit Application, CWS and the RIA shall meet, within a reasonable time, in person or by teleconference, to discuss the Application.

- 4.3.6 If, following the section 4.3.5 discussions, either Party has concerns with the RIA-Supported Permit Application, it may give notice to the other Party that it wishes to attempt to resolve the matter through mediation. CWS and the RIA shall then retain the services of a mutually acceptable mediator and they shall, within a reasonable time, make all reasonable efforts to resolve the matter through mediation.
- 4.3.7 If, following the completion of the section 4.3.5 discussions and any mediation pursuant to section 4.3.6, CWS has concerns regarding the RIA-Supported Permit Application, it shall, within a reasonable time, so notify the relevant RIA and the ACMC, and it shall provide them with written documentation of its concerns. CWS's documentation shall address any *Inuit Qaujimajatuqangit* documented and presented to it by the RIA or ACMC.
- 4.3.8 If, after considering CWS's concerns as documented pursuant to section 4.3.7, the RIA wishes to proceed with the RIA-Supported Permit Application, it may give notice to CWS that it wishes to attempt to resolve the matter through conciliation. CWS and the RIA shall then, within a reasonable time, select a mutually acceptable conciliator and conciliation process, and the conciliator shall submit a report to the President of the RIA and the Minister.
- 4.3.9 If, after considering the conciliator's report under section 4.3.8, the RIA wishes to proceed with the RIA-Supported Permit Application, it may refer the Application to the President of the RIA and the Minister, who shall then, within a mutually acceptable time, discuss the Application, in person or by teleconference.
- 4.3.10 At the conclusion of the section 4.3.9 discussions, or earlier if the Minister is willing to approve the RIA-Supported Permit Application at an earlier point in the decision-making process, the Minister shall make his or her decision.
- 4.3.11 In the event that the Minister does not approve the RIA-Supported Permit Application, the Minister shall, within a reasonable time, provide the RIA with written reasons for his or her decision.
- 4.3.12 Nothing in this Article shall limit the legal remedies of any Party.
- 4.3.13 Each disputing 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 or a conciliator pursuant to sections 4.3.6 and 4.3.8.
- 4.3.14 Notwithstanding section 1.2, the "Minister" in subsection 4.3.1(e) and in sections 4.3.8 through 4.3.11 means the Minister, and not a Ministerial designate. For greater certainty, in section 4.3.8, the "Minister" means the Minister only in the sense that any conciliation report shall be submitted directly to the Minister and not merely to a Ministerial designate; the inclusion of "the Minister" in section 4.3.8 does not mean that the Minister rather than a designate must otherwise take part in any conciliation process.

4.4 GENERAL

- 4.4.1 Prior to making any decision that could substantially affect IOL within or adjacent to an NWA or MBS, CWS shall consult the relevant RIA. The RIA shall document and present to CWS any *Inuit Qaujimajatuqangit* which it believes relevant to CWS's decision. CWS shall provide written reasons for its decision. CWS's reasons shall address any *Inuit Qaujimajatuqangit* documented and presented to it by the RIA or ACMC.

4.5 IOL NOT IN SCHEDULE 9-3

- 4.5.1 IOL parcels which may in the future lie within a proposed NWA or MBS or an Enlargement of an NWA or MBS and which are not identified in Schedule 9-3 of the *NLCA* shall only with the written consent of the relevant RIA, or NTI if the IOL include subsurface rights, be included in the NWA or MBS. For greater certainty, any such Establishment or Enlargement is subject to an amendment to this IIBA.

4.6 CWS RESEARCH AND MANAGEMENT ACTIVITIES ON IOL

- 4.6.1 In accordance with section 21.5.4 of the *NLCA*, any agent, employee or contractor of CWS exercising a right of access to IOL and water on IOL in an NWA or MBS under Article 21 of the *NLCA* for legitimate Government purposes relating to the lawful delivery and management of CWS programs and the enforcement of laws is subject to subsection 21.3.12(b) and section 21.3.13 of the *NLCA*.
- 4.6.2 In accordance with section 21.5.7 of the *NLCA*, access to IOL by CWS personnel for the purposes of wildlife management and wildlife research is subject to the approval of the NWMB after consultation with the appropriate RWO.
- 4.6.3 In order to keep the relevant RIA informed of CWS actions on its lands, CWS agents, employees and contractors shall also, wherever practicable and appropriate, make all reasonable efforts to provide the RIA with written notice prior to entering on IOL. Without in any way limiting the requirements of section 4.6.2, examples when notice to an RIA may not be practicable or appropriate include animal tracking actions which necessitate unforeseeable entry onto IOL, search and rescue, other emergencies and the enforcement of laws. Where prior written notice has not been given, CWS shall provide notice to the RIAs as soon as it is practicable and appropriate after entering on IOL.
- 4.6.4 CWS shall provide written guidelines to all CWS agents, employees and contractors, to ensure that such individuals comply fully with section 4.6.3.

4.7 ACCESS TO IOL

- 4.7.1 The provisions of Part 4.3 shall also apply to a permit application to CWS made or supported by an RIA and related to access across an NWA or MBS to Resources on IOL parcels partly inside or sharing the NWA's or MBS's boundary, or to the siting of infrastructure and facilities on such IOL.

ARTICLE 5 — INUIT RIGHTS AND USES OF NWAs AND MBSs

5.1 OBJECTIVES

5.1.1 This Article has the following objectives:

- (a) acknowledge Inuit rights to harvest wildlife in NWAs and MBSs as set forth in the *NLCA*;
- (b) address permit requirements related to the guiding of sports hunters in NWAs and MBSs;
- (c) provide for the exercise of Inuit rights to remove carving stone from NWAs and MBSs, as set forth in the *NLCA*; and
- (d) provide for Inuit establishment of outpost camps in NWAs and MBSs, as set forth in the *NLCA*.

5.2 INUIT USE OF AND ACCESS TO NWAs AND MBSs

- 5.2.1 As set forth in Article 5 and subject to section 5.7.18 of the *NLCA*, Inuit have a free and unrestricted right of access for the purpose of harvesting to all lands, waters and marine areas within NWAs and MBSs.
- 5.2.2 As set forth in and subject to Article 5 of the *NLCA*, including any applicable restrictions established pursuant to that Article by the NWMB, an Inuk or an assignee under section 5.7.34 of the *NLCA* may, within an NWA or MBS, harvest wildlife and engage in activities reasonably incidental to harvesting without any form of licence, permit, tax or fee under the *CWA* or the *MBCA*.
- 5.2.3 For greater certainty, to the extent that it is consistent with the *NLCA*, *CWA*, *MBCA* and *SARA*, the Nunavut *Wildlife Act* shall continue to apply within NWAs and MBSs.
- 5.2.4 NTI may prepare an Inuit Language and English information sheet that identifies Inuit harvesting and related activities that do not require a permit in NWAs or MBSs. In this event, CWS and NTI shall discuss the information sheet. Provided that they agree on its contents, CWS shall cover the costs of translating and distributing the information sheet.
- 5.2.5 Before seeking NWMB approval to limit Inuit harvesting activities in an NWA or MBS, CWS shall consult NTI and the relevant ACMC in an effort to find means other than regulation to resolve disputes regarding such activities.

5.3 SPORTS HUNTER GUIDING

- 5.3.1 Subject to Article 5 of the *NLCA*, including any limitations established by the NWMB pursuant to that Article, an Inuk guide may, without any form of licence, permit, tax or

fee under the *CWA* or *MBCA*, guide or transport sports hunters and their equipment through an NWA or MBS to a destination within or outside the NWA or MBS. For greater certainty, this section is not intended to affect the requirement for a sports hunter to obtain any necessary permits.

- 5.3.2 Subject to Article 5 of the *NLCA*, including any limitations established by the NWMB pursuant to that Article, when guiding or transporting sport hunters or their equipment through an NWA or MBS to a destination within or outside the NWA or MBS, an Inuk may, without any form of licence, permit, tax or fee under the *CWA* or *MBCA*, carry and discharge firearms for self-protection or the protection of clients.

5.4 REMOVAL OF CARVING STONE

- 5.4.1 As set forth in and subject to sections 19.9.4 and 19.9.9 of the *NLCA*, an Inuk has the right to remove up to 50 cubic yards per year of carving stone from Crown lands within NWAs and MBSs, and any amount of carving stone from IOL within NWAs and MBSs.
- 5.4.2 An Inuk may exercise the right set forth in section 5.4.1, provided that the extraction and transportation of carving stone are carried out in a manner consistent with the conservation of wildlife and wildlife habitat, including the maintenance of healthy wildlife populations.
- 5.4.3 The relevant ACMC may advise CWS, Inuit exercising rights under sections 5.4.1 and 5.4.2 and, in the case of IOL in NWAs or MBSs, the relevant RIA, on ways of preventing and resolving disputes associated with the extraction and transportation of carving stone from NWAs and MBSs.
- 5.4.4 Subject to sections 5.4.1 and 5.4.2, Management Plans may identify carving stone deposits in NWAs and MBSs, and may include recommendations to guide the extraction and transportation of carving stone or to prevent or resolve disputes associated with such extraction and transportation. Such recommendations shall bind Inuit only upon agreement in an appendix to this IIBA.

5.5 NEW OUTPOST CAMPS

- 5.5.1 For the purposes of this Part, “new outpost camps” means outpost camps established in NWAs and MBSs from the date of the ratification of the *NLCA*.
- 5.5.2 Management Plans for particular NWAs and MBSs shall identify, among other things, any areas where the establishment of new outpost camps is inconsistent with the conservation of wildlife and wildlife habitat, including the maintenance of healthy wildlife populations.
- 5.5.3 Inuit may establish new outpost camps anywhere in an NWA or MBS except within the areas identified pursuant to section 5.5.2.

- 5.5.4 Pursuant to section 7.2.2. of the *NLCA*, the establishment of new outpost camps is subject to the approval of the appropriate HTO or HTOs. Inuit intending to establish a new outpost camp in an NWA or MBS shall discuss the intended location of the camp with the HTO and the appropriate ACMC, with a view to minimizing impacts, if any, on wildlife and wildlife habitat.
- 5.5.5 If CWS becomes aware that a Visitor wishes to visit an outpost camp, it shall direct the Visitor to consult the relevant ACMC. The ACMC shall advise the Visitor on the appropriateness of the visit.

ARTICLE 6 — INFORMATION, MATERIALS AND FACILITIES

6.1 OBJECTIVES

6.1.1 This Article has the following objectives:

- (a) document the archaeological, ethnographic, and oral history records of NWAs and MBSs;
- (b) identify Cultural Sites of Importance to Inuit and Wildlife Areas of Importance to Inuit;
- (c) develop Interpretative Materials in support of tourism that is appropriate to NWAs and MBSs;
- (d) educate Nunavut residents and Visitors about NWA and MBS resources including, in particular, Inuit cultural and heritage resources;
- (e) use Inuit Language place names in the establishment and management of NWAs and MBSs; and
- (f) promote the understanding of *Inuit Qaujimajatuqangit*, and other aspects of Inuit culture and heritage.

6.2 TRANSLATION REQUIREMENTS

6.2.1 In accordance with section 8.4.16 of the *NLCA*, in addition to any other translation requirements contained in this IIBA, CWS shall, at its own cost, translate and make available in the Inuit Language all written (including electronic), audio and video information produced by it to educate or inform the public about NWAs and MBSs.

6.3 PROJECTS SUBJECT TO FUNDING

6.3.1 Subject to section 15.2.1, CWS shall provide NTI with IIBA Implementation Funds in the amounts identified in lines 3 and 4 of Schedule 15-1 to prepare Inventories and Interpretative Material. NTI's obligations under Parts 6.4 through 6.8 are limited by and to the amount of funding provided.

6.4 INVENTORIES OF RESOURCES IMPORTANT TO INUIT: GENERAL PROVISIONS

6.4.1 NTI shall contract for the preparation of inventories of resources important to Inuit (the "Inventories"), following accepted contracting standards and practices, for all or some of the NWAs and MBSs identified in Schedule 6-1. These inventories

shall be initiated and completed according to the implementation plan pursuant to section 15.3.1.

- 6.4.2 The purposes of the Inventories are as follows:
- (a) support the development of Management Plans;
 - (b) support the development of the Interpretative Materials described in Part 6.8;
 - (c) document information of cultural importance to Inuit; and
 - (d) support the development of official Inuit Language names for NWAs, MBSs, and places therein.
- 6.4.3 The Inventories shall include to the extent deemed appropriate by the Inuit Parties:
- (a) Inuit oral history projects and archaeological projects as described in Parts 6.5 and 6.6 below;
 - (b) the identification and description of Wildlife Areas of Importance to Inuit and Cultural Sites of Importance to Inuit; and
 - (c) the identification of potential Inuit Language names for NWAs, MBSs and significant places therein, in the manner set forth in section 6.7.1 below.
- 6.4.4 Wildlife Areas of Importance to Inuit and Cultural Sites of Importance to Inuit shall be identified through such means as the oral history interviews, reviews of existing information, or consultation with local Inuit and HTOs, the NWMB, DOE (Nunavut), Department of Culture and Heritage, and the Inuit Heritage Trust. At a minimum, Wildlife Areas of Importance to Inuit reports shall include the location of each such Area and a description of its wildlife resources and their importance to Inuit.
- 6.4.5 Existing oral histories, archaeological and wildlife information shall be used in the Inventories, and oral history and archaeological projects shall not duplicate existing information.
- 6.4.6 In their preparation of the Inventories, NTI shall require its contractors to work, as appropriate, with DOE (Nunavut), Department of Culture and Heritage, the Inuit Heritage Trust, the relevant ACMC and local Inuit. All Inventory work shall comply with the requirements of the *Nunavut Archaeological and Palaeontological Sites Regulations* and Article 33 of the *NLCA*, where applicable.
- 6.4.7 To the extent practicable, NTI shall make Inventories available in appropriate locations in Associated Communities.
- 6.4.8 NTI shall make all reasonable efforts to make available to ACMCs information collected through the Inventories to support the development of Management Plans.

6.5 ORAL HISTORY PROJECTS

- 6.5.1 Oral history projects shall include interviews with knowledgeable elders and reviews of available databases including Schedule 6-1 NWAs and MBSs. Relevant interview topics may include, without limitation:
- (a) the history of the inter-relationships among people, wildlife of the area, and harvesting patterns and locations;
 - (b) legends and stories;
 - (c) early contact; and
 - (d) location and description of Cultural Sites of Importance to Inuit and Wildlife Areas of Importance to Inuit.
- 6.5.2 Interested elders in the Associated Community(ies) shall to the extent deemed appropriate by the Inuit Parties be taken out on the land to visit archaeological sites and to provide an opportunity to obtain additional stories and information.
- 6.5.3 NTI shall require its contractor to provide each informant with a transcript of his or her interview in the oral history project, as well as a summary report in English and the Inuit Language.
- 6.5.4 In the development and distribution of oral history material under this IIBA, the Parties shall take into account the ownership and privacy interests of Inuit informants, in consultation with those informants.

6.6 ARCHAEOLOGICAL PROJECTS

- 6.6.1 To the extent deemed appropriate by the Inuit Parties, in consultation with CWS, archaeological projects shall include an inventory and assessment of the archaeological resources of significant parts of Schedule 6-1 NWAs and MBSs and surrounding areas, identified in consultation with Department of Culture and Heritage, the ACMCs and local Inuit. Existing inventories and assessments may be updated as part of this work.
- 6.6.2 Where warranted by the extent of human use and where possible within the available budget, the ACMCs may, in consultation with Department of Culture and Heritage, recommend that detailed surveys of specific, targeted areas be conducted.
- 6.6.3 NTI shall require its contractors to meet, before and after any archaeological work, with the ACMCs and Associated Community residents, to inform them about the inventory and assessment, to receive advice regarding possible locations for survey work, and to report on the results of their work.
- 6.6.4 Archaeological inventories and assessments shall be co-ordinated with oral history projects for the same area.

6.7 INUIT LANGUAGE NAMES FOR MBSs, NWAs AND PLACES THEREIN

- 6.7.1 As part of the Inventories, NTI shall as needed require its contractors to consult the ACMCs, knowledgeable elders and maps developed by the Inuit Heritage Trust, the Nunavut Planning Commission and the RIAs, to identify potential Inuit Language names for NWAs, MBSs and significant places therein.
- 6.7.2 On the basis of the information developed pursuant to section 6.7.1, NTI and the Minister shall jointly determine whatever changes are appropriate to the official names of NWAs, MBSs, and significant places therein and, consistent with sections 33.9.1 and 33.9.2 of the *NLCA*, jointly effect the appropriate changes. Official names of NWAs and MBSs shall be of the style: “[Inuit Language name] NWA” and “[Inuit Language name] MBS”.
- 6.7.3 CWS shall include the Inuit Language names developed pursuant to section 6.7.2 on all NWA and MBS maps that it subsequently prints and distributes (on paper or electronically).

6.8 INTERPRETATIVE MATERIALS

- 6.8.1 NTI shall develop or contract for the development of interpretative materials, such as signs, displays, brochures, and other information about the natural and cultural resources in and around for all or some of the NWAs and MBSs identified in Schedule 6-1 (the “Interpretative Materials”). These interpretive materials shall be initiated and completed according to the implementation plan pursuant to section 15.3.1.
- 6.8.2 The purpose of the Interpretative Materials shall be to facilitate the development of environmentally sustainable tourism and guiding in and around NWAs and MBSs and to educate Nunavut residents and Visitors about NWA and MBS resources, including, in particular, Inuit cultural and heritage resources.
- 6.8.3 NTI shall develop criteria by which, Inuit Tourism Providers or other Inuit persons or entities with similar interests may access the funds identified in section 6.8.1. The criteria shall be consistent with the purpose set forth in section 6.8.2, and may include a requirement to obtain matching funds from other sources.
- 6.8.4 Interpretative Materials shall incorporate *Inuit Qaujimajatuqangit*, with special regard to an NWA’s or MBS’s physical features, ecology, wildlife, and Inuit heritage and culture.
- 6.8.5 CWS shall within a reasonable time review all biological and ecological information to be contained in the Interpretative Materials (exclusive of *Inuit Qaujimajatuqangit*), to ensure the accuracy of the information.
- 6.8.6 CWS shall include, along with any electronic or other information or promotional material it makes available to Visitors or persons inquiring about an NWA or MBS:
- (a) the names and addresses of Inuit Tourism Providers in each Associated Community, as provided by NTI or the appropriate RIA;

- (b) an English-Inuit Language glossary of basic phrases and terms that may be useful to Visitors;
- (c) any guide-related requirements or recommendations identified pursuant to Parts 10.6 or 14.4 below; and
- (d) other appropriate information promoting the NWA or MBS and the region provided by Government, tourism organizations, or Inuit businesses.

6.9 USE OF LOCAL FACILITIES

- 6.9.1 If CWS displays information on NWAs and MBSs, it shall make use of visitors centres and similar facilities in the Associated Communities.

Inventories and Interpretative Materials Schedule 6-1 (Sections 6.4.1, 6.5.1, 6.6.1, 6.8.4)

NWAs and MBSs	Associated Communities
1. Akpait NWA	Qikiqtarjuaq
2. Bylot Island MBS	Pond Inlet
3. Dewey Soper MBS	Cape Dorset
4. East Bay MBS	Coral Harbour
5. Harry Gibbons MBS	Coral Harbour
6. Ninginganiq NWA	Clyde River
7. McConnell River MBS	Arviat
8. Nirjutiqarvik NWA	Grise Fiord
9. Polar Bear Pass NWA	Resolute
10. Prince Leopold Island MBS	Resolute, Arctic Bay
11. Qaulluit NWA	Qikiqtarjuaq
12. Queen Maud Gulf MBS	Cambridge Bay, Gjoa Haven, Omingmaktok

ARTICLE 7 — TOURISM AND OTHER BUSINESS BENEFITS

7.1 OBJECTIVES

7.1.1 This Article has the following objectives:

- (a) promote the economic self-reliance and cultural and social well-being of Inuit;
- (b) develop appropriate tourism and other economic opportunities in and around NWAs and MBSs;
- (c) provide training and on-going support to Inuit in the Associated Communities;
- (d) enable Inuit to establish and maintain tourism-related businesses and careers;
- (e) increase tourism-related services and local capacity within Associated Communities;
- (f) increase the ecotourism value of NWAs and MBSs to Inuit; and
- (g) contribute to sustainable development in the NSA.

7.2 INUIT TOURISM PROVIDERS FUND

7.2.1 NTI shall administer an Inuit Tourism Providers fund to build capacity among Inuit Tourism Providers in the Associated Communities and to develop effective community-based tourism services. Subject to section 15.2.1, CWS shall provide NTI with IIBA Implementation Funds in the amounts identified in line 5 of Schedule 15-1 for the Inuit Tourism Providers fund.

7.2.2 The fund may be distributed for the following and similar uses:

- (a) training for Inuit Tourism Providers in the following areas, without limitation:
 - (i) developing funding proposals;
 - (ii) developing business plans;
 - (iii) developing tourism packages that meet the needs and expectations of potential clientele;
 - (iv) developing client services that meet the logistic needs of clientele;
 - (v) marketing of tourism packages and other services;
 - (vi) maintaining business records and accounts; and

- (vii) delivering interpretation of natural and cultural resources;
- (b) mentoring interested Inuit Tourism Providers by established tourism providers for the purpose of providing ongoing support, assistance and training;
- (c) developing local services for tourists, and, in particular, tourists visiting from cruise ships;
- (d) paying business and insurance fees and similar expenses; and
- (e) developing tourism strategies, tourism packages and marketing plans, where requested by Associated Communities.

7.2.3 The fund shall be available to and for the benefit of Inuit Tourism Providers for the uses described in section 7.2.2 and in accordance with the following criteria:

- (a) promotes or interprets the cultural values of the NWA or MBS, the management of wildlife in the NWA or MBS, or the conservation of migratory birds or recovery of species at risk; or
- (b) promotes the development of tourism or other economic opportunities for Inuit in Associated Communities, in a way that encourages an appreciation for nature and the conservation or interpretation of wildlife in or around the NWA or MBS, and is consistent with the Management Plan for the NWA or MBS, if and where one applies.

7.2.4 NTI shall provide the Parties with an annual summary of initiatives with respect to this Article, an evaluation of the success of the initiatives and recommendations for enhancing Inuit capacity.

ARTICLE 8 — INUIT CONTRACTING AND BUSINESS OPPORTUNITIES

8.1 OBJECTIVES

8.1.1 This Article has the following objectives:

- (a) promote Inuit participation in CWS Contracts to a representative level in the NSA, consistent with Article 24 of the *NLCA*; and
- (b) improve the capacity of Inuit Contractors to be awarded Government of Canada Contracts.

8.2 DEFINITIONS

8.2.1 For the purposes of this Article:

- (a) “Aboriginal Business” means an Aboriginal Business as that term is defined in the Government of Canada’s Aboriginal Business Procurement Policy Performance Objectives (archived Contracting Policy Notice 1996-6), as amended from time to time, and includes “Inuit firm” as that term is defined in Article 24 of the *NLCA*.
- (b) “Business Opportunity or Venture” means, subject to subsection (c), a Contract with a term of more than one year, or substantially the same Contract issued over more than one year:
 - (i) consisting of no less than sixty (60) person-days per year; or
 - (ii) with a Contract value of at least \$20,000 per year; and
 - (iii) such other Contract or Contracts as CWS and the relevant DIO agree from time to time, in writing, are Business Opportunities;
- (c) a Business Opportunity or Venture shall not include:
 - (i) a Contract intended to be performed within one 12-month period, the performance of which extends beyond one year due to delays, deficiencies or unexpected field season requirements;
 - (ii) employment contracts; or
 - (iii) such other Contract or Contracts as CWS and the relevant DIO agree from time to time, in writing, are not Business Opportunities;
- (d) “Contracts” means all contracts, except contracts for Government of Nunavut employment within the meaning of Article 23 of the *NLCA*, issued by CWS with respect to an NWA or MBS, including, without limitation:

- (i) contracts for the feasibility, design, development, purchase, construction, installation, improvement, operation, maintenance, repair, or removal of facilities or infrastructure related to an NWA or MBS;
 - (ii) contracts for the development of information or promotional material;
 - (iii) any procurement contracts required to be issued under this IIBA; and
- (e) “Inuit Contractor” means an Inuk or Inuit Firm.

8.3 CONTRACT MANAGEMENT

- 8.3.1 The Parties agree that the Government of Canada Procurement Strategy for Aboriginal Business (PSAB) applies to the NSA.
- 8.3.2 For greater certainty, all Contracts shall conform to the requirements of the PSAB and Article 24 of the *NLCA*.
- 8.3.3 All Contracts shall be set aside for Aboriginal Businesses under the PSAB.
- 8.3.4 For all Contract requirements, CWS shall identify qualified Inuit Contractors through advertisement in the relevant community or region and, where appropriate, in northern media, and by searching the Inuit firm list maintained by NTI pursuant to section 24.7.1 of the *NLCA*.
- 8.3.5 CWS shall consider sole sourcing Contracts to qualified Inuit Contractors where sole sourcing is in accordance with the requirements of PSAB.
- 8.3.6 This Article is subject to the Nunavut Agreement-specific procurement policy, once adopted pursuant to the NTI-Government of Canada Agreement Relating to the Settlement of Litigation and Certain Implementation Matters signed March 4, 2015, as applicable.

8.4 INUIT RIGHT OF FIRST REFUSAL FOR BUSINESS OPPORTUNITIES AND VENTURES

- 8.4.1 Pursuant to section 8.4.9 of the *NLCA*, DIOs have a right of first refusal to operate all Business Opportunities and Ventures.
- 8.4.2 CWS shall provide the right of first refusal for Business Opportunities and Ventures in accordance with the procedure set forth below.
- 8.4.3 The DIO’s right of first refusal applies to the renewal or amendment of an existing Business Opportunity or Venture where the renewal or amendment is substantially different in nature or location from the existing Contract, and to the assignment or other transfer of an existing Business Opportunity or Venture.

- 8.4.4 NTI shall provide CWS with a list of the DIOs designated pursuant to section 8.4.9 of the *NLCA* and the geographic area in which each DIO operates. NTI shall notify CWS of any change in a DIOs' status for this provision.
- 8.4.5 Where CWS intends to contract out a Business Opportunity or Venture, it shall notify the relevant DIO in writing.
- 8.4.6 CWS's notice under section 8.4.5 shall state a reasonable date for response from the DIO, which shall not be less than thirty (30) days from the date of the initial notice.
- 8.4.7 In accordance with section 8.4.9 of the *NLCA*, the DIO shall be entitled upon request to receive a list of all reports and other materials in CWS's possession relevant to the economic feasibility of the Business Opportunity or Venture.
- 8.4.8 If the DIO submits a response within the stated response time that conforms in all material respects to the contract requirements, CWS shall enter into a contract with the DIO for the Business Opportunity or Venture.
- 8.5 ANNUAL REVIEWS
- 8.5.1 In the Annual Review undertaken pursuant to Part 15.4 of this IIBA, CWS shall report to the Parties on all measures it has taken in accordance with this Article, Article 24 of the *NLCA* and PSAB, including relevant information on Contracts issued.

ARTICLE 9 — EDUCATION AND EMPLOYMENT

9.1 OBJECTIVES

9.1.1 This Article has the following objectives:

- (a) hire, train and employ Inuit in conservation-related work opportunities;
- (b) adapt CWS recruitment, hiring and employment practices to reflect Inuit cultural values and circumstances;
- (c) increase opportunities for Inuit to pursue and succeed in conservation-related employment and careers; and
- (d) promote Inuit participation in conservation-related employment to a representative level in the NSA, consistent with Article 23 of the *NLCA*.

9.2 INUIT MENTORING PROGRAM

9.2.1 CWS shall continue to co-operate with the Government of Nunavut in the development of materials and information designed to explain conservation-related jobs, career and business opportunities to Inuit.

9.2.2 CWS shall hire, train and mentor, in conservation-related work in association with its Nunavut and Yellowknife offices, as many Inuit interns as the funding identified in line 7 of Schedule 15-1 can reasonably accommodate, but in no event less than one Inuit intern per office, for a period of at least four months per year. For greater certainty, this commitment is in addition to existing summer student programs sponsored by the Government of Canada.

9.2.3 CWS shall provide an annual report to NTI on Inuit mentoring and intern employment status, and, where needed, shall seek the assistance of NTI and the relevant RIA to identify potential interns.

9.3 INDETERMINATE AND TERM RECRUITMENT AND HIRING PRACTICES

9.3.1 CWS shall consult NTI on the following matters regarding recruitment and hiring for indeterminate and term positions in Nunavut:

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

- 9.3.2 CWS shall include the following in the search criteria and job descriptions for indeterminate and term positions in the Nunavut Settlement Area:
- (a) knowledge of Inuit culture, society and economy;
 - (b) community awareness;
 - (c) where appropriate, fluency in the Inuit Language;
 - (d) knowledge of environmental characteristics of the NSA;
 - (e) relevant northern experience; and
 - (f) knowledge of the *NLCA*.
- 9.3.3 CWS shall invite an NTI nominee or an RIA representative (as appropriate) to sit on the selection panel whenever new staff are hired for indeterminate positions in Nunavut.
- 9.3.4 When recruiting for indeterminate and term positions in Nunavut, CWS shall give preference to qualified Inuit.
- 9.3.5 After the Effective Date, new CWS indeterminate and term positions, the primary responsibility of which relates to NWAs and MBSs and the implementation of this IIBA, shall be located in Nunavut.
- 9.4 INDETERMINATE AND TERM EMPLOYMENT AND STAFF TRAINING
- 9.4.1 Subsequent to any hiring of an indeterminate or term Inuit employee, and to encourage the advancement of Inuit, the employee's supervisor shall, together with the employee, develop a career and training plan.
- 9.4.2 The career and training plan required under subsection 9.4.1 shall include, without limitation:
- (a) a description of the employee's short- and long-term career goals; and
 - (b) measures designed to assist the employee in meeting his or her career goals.
- 9.4.3 The career and training plan for indeterminate employees and term employees of one year or longer shall also include:
- (a) specific training to enhance the skills required for the employee's position;
 - (b) Inuit Language or English language training, where such training would assist the employee in performing his/her work, and where pre-existing language training courses are available; and

(c) other reasonable training opportunities, which may include on-the-job training, continuing education and educational leave.

9.4.4 The training opportunities provided under subsection 9.4.3 shall be designed to accommodate the employee's needs, including:

(a) to the extent practicable, delivering instructions in the Inuit Language;

(b) providing mentoring programs; and

(c) delivering training in Nunavut, where such training is available.

9.4.5 Funding to fulfil the obligations identified in Parts 9.3 and 9.4 shall not be derived from IIBA Implementation Funds.

9.5 SEASONAL MONITORS

9.5.1 The Parties agree to review and further consider the potential for establishing a seasonal monitors program for NWAs and MBSs at the sixth annual review scheduled under Part 15.4 of this IIBA. If they deem it appropriate, the Parties may establish such a program in future amendments or renegotiations of this IIBA.

9.6 ANNUAL REVIEWS

9.6.1 As part of the annual reviews under Part 15.4 of this IIBA, CWS shall provide the Parties with a summary of Inuit recruitment, hiring and training efforts under this Article, an evaluation of the success of the efforts, and recommendations for the next year.

ARTICLE 10 — RESEARCH

10.1 OBJECTIVES

10.1.1 This Article has the following objectives:

- (a) increase Inuit participation in wildlife and wildlife habitat research and training;
- (b) encourage and facilitate Inuit success in conservation and research-related employment and careers;
- (c) co-management of the research permitting process by CWS and the relevant ACMCs;
- (d) promote the documentation and use of *Inuit Qaujimajatuqangit* and Inuit oral histories in research;
- (e) inform Associated Communities about research activities in NWAs and MBSs;
- (f) prevent or minimize Researcher disruption to Inuit use and enjoyment of NWAs and MBSs; and
- (g) prevent or minimize conflicts between Researchers and wildlife, where necessary, through the use of guides.

10.2 RESEARCH PERMITS

10.2.1 The relevant ACMC shall advise the Minister on all aspects of research associated with each NWA or MBS. Among other things, the ACMC shall review all applications to conduct research in the NWA or MBS, and shall advise the Minister as to the terms and conditions that should be attached to each such permit.

10.2.2 All research permits shall include a requirement that the Researcher:

- (a) prepare a plain language English summary of his research;
- (b) have the summary translated into the Inuit Language;
- (c) provide copies of the translated summary to the relevant ACMC and other local organizations which have an interest in the research;
- (d) incorporate *Inuit Qaujimajatuqangit* and/or Inuit oral histories into the research, where relevant; and
- (e) be accompanied by a guide where deemed appropriate by an ACMC during the research permitting process.

10.3 INUIT FIELD RESEARCH ASSISTANTS

10.3.1 Except as otherwise agreed with the relevant RIA, CWS (including both its employees and its contractors) shall, for each field season:

- (a) hire the maximum number of Inuit research assistants which each CWS field project can reasonably accommodate, and in no event less than one assistant per research project; and
- (b) provide field training for the positions in subsection 10.3.1(a), as well as an oral and written evaluation of each person's performance at the termination of his or her employment.

10.3.2 CWS shall set aside IIBA Implementation Funds in the amounts identified in line 8 of Schedule 15-1 to fund the costs of the Inuit research assistant program described in section 10.3.1. For every dollar secured from sources other than IIBA Implementation Funds and paid to cover the costs of the research assistant program, CWS may expend one dollar of matching funds from IIBA Implementation Funds, to the maximum identified in line 8 of Schedule 15-1.

10.3.3 CWS shall make all reasonable efforts to secure funding, from sources other than IIBA Implementation Funds, sufficient to utilize the maximum matching funds available under Schedule 15-1.

10.3.4 The duties of Inuit research assistants hired for this program shall include scientific or resource management duties which will further their educational and career interests.

10.3.5 As part of each annual review under Part 15.4, CWS shall provide the Parties with a list of Inuit hired in conjunction with its research projects in the NSA, and recommendations for increasing Inuit research assistant employment in the next research field season.

10.4 INUIT RESEARCHERS

10.4.1 Upon the request of an Inuit Researcher, CWS shall provide the Researcher with:

- (a) access to non-confidential information that is available within CWS and that could assist the Researcher in carrying out the research, including relevant research reports, proposals, data bases and other information;
- (b) reasonable access to CWS facilities and equipment, if available, during the data collection and data analysis stages of the research;
- (c) a waiver of all CWS fees associated with the Researcher's research activities; and
- (d) where reasonable and available, access, at no cost to the Researcher, to aircraft, vehicles or water craft chartered or otherwise arranged by CWS for the purpose of managing or conducting research in an NWA or MBS.

10.4.2 For greater certainty, Inuit Researchers shall be subject to the provisions of this Article.

10.5 INUIT USE AND ENJOYMENT

10.5.1 Management Plans for NWAs and MBSs shall identify:

- (a) areas in and around NWAs and MBSs seasonally used by Researchers, including sites of long-term and recurring research use; and
- (b) mechanisms to minimize incompatibility of research activities with Inuit use and enjoyment of NWAs and MBSs, including recommendations or restrictions, where appropriate, on Researcher use of NWAs or MBSs.

10.5.2 Research permits shall include mechanisms identified pursuant to subsection 10.5.1(b) and any other appropriate mechanisms required to minimize the incompatibility of research activities with Inuit use and enjoyment.

10.6 RECOMMENDED OR REQUIRED GUIDE AREAS

10.6.1 Management Plans shall identify, as appropriate:

- (a) areas and/or circumstances where it is recommended or required that a Researcher be accompanied by a Inuit guide; and
- (b) the recommended qualifications of such guides, including recommendations as regards liability insurance.

10.6.2 The ACMC shall consult the relevant HTO on areas to be identified in a Management Plan pursuant to subsection 10.6.1(a).

10.6.3 If, after approval of a Management Plan, the relevant ACMC receives notice of an area where use of qualified guides should be recommended or required, it shall consider the matter and the process for amending the Management Plan as set forth in Part 3.7 shall apply.

10.6.4 CWS shall incorporate into its permits any guide-related permit requirements and shall attach to its permits any guide-related recommendations identified in Management Plans.

ARTICLE 11 — CULTURAL AND HERITAGE RESOURCES

11.1 OBJECTIVES

11.1.1 This Article has the following objectives:

- (a) protect and conserve Archaeological Sites, Archaeological Artifacts and Cultural Sites of Importance to Inuit; and
- (b) ensure all activities in MBSs and NWAs comply with the requirements of the *Nunavut Archaeological and Palaeontological Sites Regulations* and Article 33 of the *NLCA*.

11.2 DEFINITIONS

11.2.1 For the purposes of this Article:

- (a) “Archaeological Artifact” has the same meaning as in the *Nunavut Archaeological and Palaeontological Sites Regulations*;
- (b) “Archaeological Specimen” has the same meaning as in the *NLCA*;
- (c) “Archaeological Site” means sites as defined under either the Regulations or the *NLCA*; and
- (d) “Regulations” means the *Nunavut Archaeological and Palaeontological Sites Regulations*.

11.3 CULTURAL SITES OF IMPORTANCE TO INUIT

- 11.3.1 The Parties recognize that the Minister of Culture and Heritage and the Inuit Heritage Trust have the expertise and jurisdiction required to protect and conserve Archaeological Sites, Archaeological Specimens, and Archaeological Artifacts located in MBSs and NWAs.
- 11.3.2 NTI shall provide Department of Culture and Heritage, the Inuit Heritage Trust and CWS with the information about Archaeological Sites, and Cultural Sites of Importance to Inuit obtained through the Inventories conducted under Parts 6.4 through 6.7 of this IIBA. At a minimum, such information shall include the location of all such Sites, and a description of each Site’s important cultural resources.
- 11.3.3 The Minister shall ensure that all CWS employees and contractors comply with the *Regulations*, and shall take all reasonable steps to ensure that permittees under the *CWA* and *MBCA* are informed of the *Regulations* and of the need to comply with them.

- 11.3.4 If, in the course of their field work, CWS employees or contractors encounter Archaeological Sites, Archaeological Specimens or Archaeological Artifacts which have not been identified through the Inventories associated with Parts 6.4 through 6.6 of this IIBA, they shall photograph and note the geographic coordinates of the said Sites, Specimens or Artifacts, and they shall provide this information to the Department of Culture and Heritage, the Inuit Heritage Trust and NTI as soon as reasonably practicable.
- 11.3.5 Upon receiving notification from any person about a concern regarding the protection or management of Archaeological Sites, Archaeological Specimens, Archaeological Artifacts or Cultural Sites of Importance to Inuit that lie within NWAs or MBSs, CWS shall advise the person to contact the Department of Culture and Heritage and the Inuit Heritage Trust immediately about the concern.
- 11.3.6 CWS shall consult the Department of Culture and Heritage and Inuit Heritage Trust on any further support role CWS might play, in addition to the provisions of sections 11.3.3 through 11.3.5, in the protection of Archaeological Sites, Archaeological Specimens, Archaeological Artifacts and Cultural Sites of Importance to Inuit that lie within NWAs and MBSs. The ACMCs may advise CWS on the exercise of any such role.
- 11.3.7 In the event that an Archaeological Site or Cultural Site of Importance to Inuit is on IOL, CWS shall inform the relevant RIA of all actions that it takes under this Article.
- 11.3.8 Management Plans prepared for NWAs and MBSs shall, subject to the advice of the Department of Culture and Heritage and Inuit Heritage Trust, identify the general location of Archaeological Sites and Cultural Sites of Importance to Inuit, and point out the need for all users to comply with the *Regulations* and help with the conservation of the said Sites.
- 11.3.9 Management Plans developed for NWAs and MBSs shall take into account the cultural and heritage values of these areas in a manner consistent with the objectives of this Article.

ARTICLE 12 — WILDLIFE RESOURCES

12.1 OBJECTIVES

12.1.1 This Article has the following objectives:

- (a) protect and conserve wildlife and wildlife habitat; and
- (b) appropriately compensate Inuit for emergency, accidental or illegal kills of bears in NWAs and MBSs.

12.2 WILDLIFE MANAGEMENT

12.2.1 NTI shall provide the NWMB, CWS and other relevant Government of Canada organisations, departments and agencies having jurisdiction over wildlife with the information about Wildlife Areas of Importance to Inuit which it obtains pursuant to the Article 6 Inventories.

12.2.2 On the advice of the relevant ACMCs, CWS shall identify Wildlife Areas of Importance to Inuit on all NWA and MBS maps that it prints and distributes (on paper or electronically) after the Effective Date, as the information on such Areas becomes available to it.

12.2.3 CWS shall manage NWAs and MBSs, including Wildlife Areas of Importance to Inuit, in cooperation with other Government of Canada organisations, departments and agencies having jurisdiction over wildlife and in a manner consistent with Article 5 of the *NLCA*. To this end, CWS shall:

- (a) minimize disturbance to wildlife and wildlife habitat, and promote the maintenance of vital, healthy wildlife populations;
- (b) make all reasonable efforts, consistent with the Minister's jurisdiction under the *CWA*, *MBCA* or *SARA*, as applicable, to respect the cultural significance of Wildlife Areas of Importance to Inuit, taking into account any *Inuit Qaujimajatuqangit* documented and presented to it by Inuit, the ACMCs and other knowledgeable parties;
- (c) investigate public concerns regarding the protection or management of wildlife and document its response, or refer the matter to the wildlife management agency having jurisdiction; and
- (d) as appropriate, consult Inuit organizations.

12.2.4 Subject to section 4.6.1, prior to taking management actions respecting IOL in accordance with section 12.2.3, CWS shall provide notice to the relevant RIA. CWS shall report yearly on its management actions on IOL in accordance with section 12.5.1.

- 12.2.5 Management Plans shall identify what, if any, further measures are needed, in addition to the provisions of sections 12.2.1 to 12.2.4, to protect and conserve the wildlife and wildlife habitat associated with NWAs and MBSs, including Wildlife Areas of Importance to Inuit.
- 12.2.6 For greater certainty, the ACMCs may advise the Minister on all matters related to the management and protection of wildlife and wildlife habitat within NWAs and MBSs.
- 12.3 EMERGENCY, ILLEGAL, OR ACCIDENTAL KILLS OF POLAR OR GRIZZLY BEARS
- 12.3.1 If, as the result of an emergency, an accident or illegal activity, a polar bear or a grizzly bear is killed by a CWS employee, agent or contractor, or any other person authorized by CWS to enter an NWA or MBS and they are in an NWA or MBS during travel to or from an NWA or MBS, CWS shall pay compensation from its own department funds to the HTO in the Associated Community for the tag or credit allocated for a bear.
- 12.3.2 CWS shall pay the HTO in the Associated Community compensation in the amount of twenty thousand dollars (\$20,000) for each polar bear tag or credit forfeited by the Associated Community as a result of the bear kill, or in the case of grizzly bears, for each bear killed. CWS shall pay compensation within thirty (30) days following the date on which the HTO of an Associated Community or NTI gives its notice in accordance with 12.3.3.
- 12.3.3 If a bear is killed in the circumstances described in section 12.3.1, NTI shall, prior to any payment of compensation, investigate whether other sources of compensation are available. If, pursuant to its investigations, NTI concludes that (i) further action to recover from other sources is not worthwhile and (ii) compensation should be paid, it shall so notify CWS of the results of the investigations. On receipt of NTI's notice or the notice of an HTO of an Associated Community, CWS shall, subject to section 12.3.8, pay any compensation due from its own department funding.
- 12.3.4 If, following CWS's payment of compensation in accordance with section 12.3.3, compensation already paid by CWS to an HTO is also paid by a third party, NTI shall, verbally and in writing, request that the HTO repay the compensation previously paid by CWS. NTI shall have no further responsibility to CWS for the repayment of compensation that is within the control of an HTO.
- 12.3.5 Within thirty (30) days following the next amendment to the regulations or other instrument setting the next Total Allowable Harvest (TAH) for polar bears, CWS shall pay the HTO in the Associated Community twenty thousand dollars (\$20,000) for each additional tag or credit forfeited by the Community, either in the year of the kill or in the following year, as a result of the bear kill. Any payment of compensation pursuant to this section shall be from CWS's own funds if the bear was killed in the circumstances described in section 12.3.1.
- 12.3.6 CWS shall consult the DOE (Nunavut) and the relevant HTO in determining the number of tags or credits for which compensation is due under section 12.3.5.

- 12.3.7 In the event that Government of Nunavut policy or Government of Nunavut-Inuit memoranda of understanding provide for payment of compensation for polar bear kills in an amount greater than \$20,000, CWS shall pay the increased amount for subsequent polar bear and grizzly bear kills in accordance with this Article.
- 12.3.8 Where a bear is killed in the circumstances described in section 12.3.1, CWS shall ensure that information and reporting requirements in the Nunavut *Wildlife Act* are complied with.
- 12.3.9 For greater certainty, Article 6 of the *NLCA* shall continue to apply in NWAs and MBSs.
- 12.4 DISPOSAL OF VALUABLE PARTS
- 12.4.1 Any valuable parts of wildlife killed in an emergency, illegal, or accidental kill shall be disposed of in accordance with section 5.6.55 of the *NLCA*.
- 12.5 REPORTING
- 12.5.1 In the Annual Review undertaken pursuant to Part 15.4 of this IIBA, CWS shall report to the Parties on all measures taken in accordance with this Article. CWS shall also make its report available to the ACMCs, the relevant HTO, the relevant RWO, the NWMB and other Government of Canada organisations, departments and agencies having jurisdiction over wildlife.

ARTICLE 13 — CHANGES TO MBSs AND NWAs

13.1 OBJECTIVES

13.1.1 This Article has the following objectives:

- (a) establish a flexible and effective Resource Assessment process for Establishments, Enlargements and Status Changes;
- (b) provide Inuit and Government of Canada with information on the Resource potential of areas proposed for Establishment, Enlargement or Status Change, and ensure that this potential is duly considered before Establishment, Enlargement or Status Change decisions are made;
- (c) ensure that Establishments, Enlargements, Status Changes, Reductions and Disestablishments occur only after consultation and, wherever possible, with the support of the Associated Communities in Nunavut, and that Inuit interests and issues such as access to IOL are fully considered in all of these initiatives;
- (d) ensure that impacts and benefits for Inuit are addressed in the event of any Establishment, Enlargement, Status Change, Reduction or Disestablishment of NWAs and MBSs; and
- (e) provide for Reductions and Disestablishments of NWAs and MBSs and for negotiations to exchange IOL currently within NWAs and MBSs.

13.2 DEFINITIONS

13.2.1 For the purposes of this Article:

- (a) “Assessment Group” means a group of Government and Inuit representatives constituted in accordance with Part 13.4;
- (b) “Disestablishment” means the repeal of an NWA or MBS;
- (c) “Phase 1 Assessment” means a Resource Assessment based on the analysis of existing information;
- (d) “Phase 2 Assessment” means a further Resource Assessment, based on a Phase 1 Assessment and including field studies and further analyses;
- (e) “Reduction” means any change in the boundary of an NWA or MBS that would have the effect of reducing the size of the NWA or MBS or of taking lands or waters out of the NWA or MBS;

- (f) “Resource Assessment” means an assessment of the Resource potential of an area, the scope of which Assessment shall be determined by an Assessment Group in accordance with Part 13.4; and
- (g) “Status Change” means the conversion of an MBS to an NWA.

13.3 ESTABLISHMENT, ENLARGEMENT, STATUS CHANGE, REDUCTION AND DISESTABLISHMENT

- 13.3.1 CWS shall notify in writing and consult NTI, the relevant RIA, Associated Communities and, if one exists, the relevant ACMC, before making an Establishment, Enlargement, Status Change, Reduction or Disestablishment proposal to the NWMB.
- 13.3.2 An Assessment Group shall carry out whatever Resource Assessment its members deem appropriate, as set forth in Part 13.4, prior to CWS proposing any Establishment, Enlargement or Status Change to the NWMB.
- 13.3.3 Unless otherwise agreed by CWS and the appropriate Inuit Parties, and subject to sections 9.4.1 and 9.4.2 of the *NLCA*, before making any Establishment, Enlargement, Status Change, Reduction or Disestablishment following the Effective Date, CWS and the appropriate Inuit Parties shall negotiate in good faith for the purpose of concluding appropriate amendments to this IIBA.

13.4 RESOURCE ASSESSMENTS

- 13.4.1 Subject to section 13.4.6, prior to proposing any Establishment, Enlargement or Status Change to the NWMB, CWS shall consult the relevant Parties to this IIBA and other Government organisations, departments and agencies interested in taking part in a Resource Assessment for the proposed Establishment, Enlargement or Status Change.
- 13.4.2 On the basis of the consultations in 13.4.1, CWS shall convene and chair an Assessment Group. Each Assessment Group shall be responsible for determining all aspects of the Resource Assessment associated with a particular Establishment, Enlargement or Status Change. Each Assessment Group shall, as it deems appropriate:
 - (a) determine the geographic scope of any Resource Assessment;
 - (b) determine the scope of the analyses to be conducted for any Resource Assessment, including whether both Phase 1 and Phase 2 Assessments are necessary, the minerals and other Resources to be investigated, the design of such Phase 1 and 2 Assessments, and whether economic or socio-economic analyses are required in addition to a Resource Assessment;
 - (c) develop work plans associated with the completion of any Resource Assessment;
 - (d) select Government organisations, departments and agencies or contractors to carry out Phase 1 and Phase 2 Assessments, including the employment and training of

local Inuit prospectors and carvers in field work and in the evaluation of carving stone deposits;

- (e) secure all funding for Phase 1 and Phase 2 Assessments, and determine the relative contribution of the members of any Assessment Group to the costs of these Assessments;
- (f) determine when a Resource Assessment is complete;
- (g) prepare, translate and publish Resource Assessment reports, including a summary of findings;
- (h) ensure that the findings of the Resource Assessment are presented orally to Associated Communities; and
- (i) undertake any further actions it deems necessary.

- 13.4.3 For greater certainty, CWS may terminate its participation in a Resource Assessment if, in its opinion, acting reasonably, the Establishment, Enlargement or Status Change is not consistent with the *CWA*, *MBCA* or *SARA*, as applicable, or if, in its opinion, acting reasonably, the costs of the Resource Assessment to CWS have become or are likely to become too high.
- 13.4.4 If CWS decides to terminate its participation in the Resource Assessment for an area proposed for an Establishment, Enlargement or Status Change, it shall not proceed with a proposal to the NWMB.
- 13.4.5 IIBA Implementation Funds shall not, unless otherwise agreed by the Parties, be used to fund the cost of any part of a Resource Assessment.
- 13.4.6 Part 13.4 shall not apply to the Ninginganiq, Qaqqulluit or Akpait NWAs.

13.5 DISESTABLISHMENTS AND REDUCTIONS

- 13.5.1 If NTI or the relevant RIA believes that all or part of an MBS or NWA, including any IOL within it, is not contributing measurably to the purposes of the *CWA*, *MBCA* or *SARA*, as applicable, it may request a review of the existence or boundaries of the NWA or MBS.
- 13.5.2 On the written request of the NTI or the RIA, CWS shall, subject to available resources and within a reasonable time, undertake a section 13.5.1 review in consultation with NTI, the RIA, the relevant ACMC and the Associated Communities.
- 13.5.3 If the section 13.5.1 review demonstrates that all or part of the NWA or MBS, including any IOL within it, is not contributing measurably to the purposes of the *CWA*, *MBCA* or *SARA*, as applicable, considering the NWA or MBS as a whole, CWS shall, on the basis of its review and with the written support of NTI or the RIA, refer the proposed Reduction or Disestablishment to the NWMB for approval.

- 13.5.4 For greater certainty, nothing in this IIBA limits NTI's or an RIA's right to make a proposal directly to the NWMB for a Reduction or Disestablishment of an NWA or MBS.
- 13.5.5 For greater certainty, a Disestablishment or Reduction completed pursuant to this Part shall not preclude CWS from again Establishing or Enlarging an NWA or MBS, should circumstances change.
- 13.6 ACCESS ACROSS AN NWA OR MBS
- 13.6.1 The Parties recognize that a need may arise in the future to consider an access corridor across an NWA or MBS in order to facilitate developments which contribute to the social and economic well-being of the residents of Nunavut. In that event, NTI and the relevant RIA shall give CWS notice that, in their opinion, such a need exists. The Inuit Parties and the Government of Canada shall then meet within sixty (60) days for the purpose of discussing how the identified need might be addressed.
- 13.6.2 In accordance with section 11.5.9 of the *NLCA*, in the event that an approved land use plan has made provision for an access corridor as described in section 13.6.1 above, CWS shall conduct its activities and operations in accordance with the plan as approved.
- 13.7 NEGOTIATIONS TO EXCHANGE IOL
- 13.7.1 CWS acknowledges that certain Inuit Parties intend to initiate an exchange of some or all the IOL parcels in NWAs and/or MBSs with the Government organisations, departments and agency responsible for administering Crown lands in Nunavut. The relevant Inuit Parties shall provide CWS with written notice before initiating such an exchange.
- 13.7.2 CWS shall notify the relevant Inuit Parties if it has any concerns with a proposed section 13.7.1 exchange of IOL parcels. In such event, CWS and the relevant Inuit Parties shall make reasonable efforts to resolve issues of mutual concern. CWS shall not oppose an exchange, provided that the exchange is consistent with the *CWA*, *MBCA*, or *SARA*, as applicable.

ARTICLE 14 — VISITOR ACCESS AND USE

14.1 OBJECTIVES

14.1.1 This Article has the following objectives:

- (a) Visitor use that is compatible with Inuit use and enjoyment of NWAs and MBSs;
- (b) where appropriate, facilitate guiding by Inuit;
- (c) inform Visitors about Inuit rights, use and enjoyment of NWAs and MBSs, and
- (d) prevent or minimize conflicts between Visitors and wildlife.

14.2 INUIT USE AND ENJOYMENT

14.2.1 The ACMCs shall advise the Minister, and other ministers and organizations as the ACMCs deem appropriate, on all aspects of Visitor use of NWAs and MBSs, including the issuance, terms and conditions of Visitor permits and means for ensuring the compatibility of Visitor use with Inuit use and enjoyment of NWAs and MBSs. Where NWAs and MBSs incorporate IOL, the ACMCs may similarly advise the relevant RIA.

14.2.2 Management Plans for NWAs and MBSs shall identify:

- (a) areas in and around NWAs and MBSs used by Inuit for harvesting, recreation and other purposes, including season of use;
- (b) IOL in and around NWAs and MBSs;
- (c) areas in and around NWAs and MBSs used by Visitors, including access points, routes, locations and seasons of use; and
- (d) mechanisms to minimize incompatibility between Visitor activities and Inuit use and enjoyment of NWAs and MBSs and the IOL within them, including recommendations or restrictions, where appropriate, on Visitor use of NWAs or MBSs.

14.2.3 Permits issued to Visitors shall include mechanisms identified pursuant to subsection 14.2.2(d) and any other mechanism required to minimize incompatibility of Visitor activities with Inuit use and enjoyment of NWAs or MBSs and the IOL within them.

14.2.4 CWS shall provide written notice of any mechanisms identified pursuant to subsection 14.2.2(d) in any visitor centre, hotel or other appropriate place in the Associated Community.

- 14.2.5 Where, in the opinion of CWS or the relevant ACMC, there are bear-Visitor safety and liability issues associated with Visitor use of an MBS or NWA, permits issued by CWS shall be accompanied by materials, provided in collaboration with the ACMCs, to advise Visitors about the risk associated with their activities.
- 14.3 NOTICE TO VISITORS
- 14.3.1 CWS shall identify IOL within or adjacent to NWAs and MBSs on all maps that it prints and distributes (on paper or electronically) after the Effective Date.
- 14.3.2 Any information produced by CWS for use by Visitors to an NWA or MBS shall identify IOL within or adjacent to the NWA or MBS, and shall advise Visitors that, except as otherwise provided in Article 21 of the *NLCA*, persons other than Inuit may not enter, cross or remain on IOL without the consent of the relevant RIA.
- 14.3.3 An RIA may provide information to CWS regarding Visitor access to and use of IOL that are located within or adjacent to an NWA or MBS. Provided that the information is accurate, CWS shall include such information in any materials it distributes to Visitors.
- 14.4 RECOMMENDED OR REQUIRED GUIDE AREAS
- 14.4.1 Management Plans shall identify, as appropriate:
- (a) areas and/or circumstances where it is recommended or required that a Visitor be accompanied by an Inuit guide; and
 - (b) the recommended qualifications of such guides, including recommendations as regards to liability insurance.
- 14.4.2 The ACMC shall consult the relevant HTO on areas to be identified in a Management Plan pursuant to subsection 14.4.1(a).
- 14.4.3 If, after approval of a Management Plan, the ACMC receives notice of other areas within which the use of qualified guides should be recommended or required, it shall consider the matter and if appropriate, take steps to amend the Management Plan as set forth in Part 3.7.
- 14.4.4 Where an area is identified in accordance with section 14.4.1, CWS shall provide a written notice with an explanation of any requirement for a qualified guide in any visitor centre, hotel or other appropriate place in the Associated Community, along with a list of qualified Inuit outfitters or guides and their contact numbers.
- 14.4.5 CWS shall incorporate into its permits any guide-related permit requirements and shall attach to its permits any guide-related recommendations identified in Management Plans.

ARTICLE 15 — IMPLEMENTATION, REVIEW AND RENEGOTIATION

15.1 OBJECTIVES

15.1.1 This Article has the following objectives:

- (a) full, effective and cooperative implementation of the IIBA;
- (b) periodic reviews of the IIBA to ensure that IIBA principles, objectives and obligations are being met;
- (c) ongoing adaptation of the IIBA Implementation Funding Schedule (Schedule 15-1) to ensure that the principles, objectives and obligations of the IIBA are being met and being met in the most cost-effective manner; and
- (d) periodic re-negotiation of the IIBA.

15.2 IIBA IMPLEMENTATION FUNDING

15.2.1 CWS shall provide NTI with nine million, two hundred thousand dollars (\$9,200,000), adjusted pursuant to Schedule 15-1 and section 15.2.4, to implement the IIBA (the “IIBA Implementation Funds” or “Funds”). Subject to section 15.2.6, these Funds shall be allocated and expended over a seven (7) year period in accordance with the IIBA Implementation Funding Schedule attached as Schedule 15-1, which may be amended from time to time in accordance with section 2.4.1.

15.2.2 Subject to section 15.2.1, CWS shall provide NTI with the IIBA Implementation Funds in the amounts identified in line 6 of Schedule 15-1 for Inuit secretariat support. Inuit secretariat support funds shall be used by NTI and the RIAs to co-ordinate, plan, administer, implement, monitor and report on activities pursuant to sections 3.2.28, and 7.2.1 to 7.2.4 and to otherwise support overall IIBA planning, monitoring and reporting, to the extent funding allows.

15.2.3 CWS’s payment of funding shall be initiated forthwith to NTI after the Effective Date and in accordance with the transfer payment mechanism.

15.2.4 IIBA Implementation Funds paid after the Effective Date shall be adjusted using the Final Domestic Demand Implicit Price Index (FDDIPI), in accordance with standard Government of Canada application of this Index (adjustments in the second year and following).

15.2.5 The Parties acknowledge the DIO’s view that FDDIPI does not accurately reflect northern circumstances. In the event that future Government of Canada policy provides for the application, in the NSA, of an index other than FDDIPI, then, with the agreement of the Inuit Parties, the new index shall apply to this IIBA.

15.2.6 IIBA Implementation Funds not expended in any given year or at the end of the seventh year of the IIBA shall, unless otherwise agreed by the Parties, be added to the next year's funding for the same purpose.

15.3 IMPLEMENTATION PLAN

15.3.1 Implementation of this IIBA shall commence on the Effective Date, and shall proceed, to the extent practicable, in accordance with an implementation plan as developed by the Parties and reviewed annually by the Parties.

15.4 ANNUAL REVIEWS

15.4.1 The Parties shall meet in or about March of each year, commencing on the first anniversary after the signing of the IIBA, for an annual review of the implementation of the IIBA. They shall:

- (a) review the IIBA Implementation Funding Schedule 15-1 and the implementation plan for the past year, and assess the Parties' performance against the IIBA's principles and objectives, the Parties' respective obligations, and available funding;
- (b) subject to section 15.2.1, amend, as required, Schedule 15-1 to ensure that IIBA principles, objectives and obligations will be met and will be met in the most cost-effective manner;
- (c) prepare a summary report of the results of that year's annual review and make the report available to the public; and
- (d) consider any other matter which will assist with the effective implementation of the IIBA.

15.4.2 In performing the review under section 15.4.1, the Parties may seek information and advice from the ACMCs or other persons or bodies involved in the implementation of the IIBA.

15.4.3 The Parties may also undertake a mid-year review on or about October of each year to re-allocate funds and amend workplans.

15.5 AGREEMENT ON INTERPRETATION

15.5.1 The Parties agree to resolve any dispute regarding the interpretation of the IIBA or section 8.4.4 and Schedule 8-3 of the *NLCA* within the first five (5) years of the IIBA in accordance with Article 16 of the IIBA or Article 38 of the *NLCA*, as applicable.

15.6 YEAR FIVE REVIEW

- 15.6.1 Unless otherwise agreed, the Parties shall conduct a joint review of the implementation of the IIBA five (5) years after it is signed, in order to ensure that the objectives of section 8.4.4 of the *NLCA* and this IIBA are being met.
- 15.6.2 Unless otherwise agreed, the Parties shall prepare a written IIBA implementation report as part of the review conducted pursuant to section 15.6.1.
- 15.6.3 CWS and NTI shall jointly fund the review conducted and the report prepared pursuant to section 15.6.1.

15.7 RENEGOTIATION OF THE IIBA

- 15.7.1 This IIBA shall continue until it is terminated by the written consent of the Parties or until it is replaced by a new IIBA negotiated in accordance with section 15.7.2.
- 15.7.2 In accordance with section 8.4.7 of the *NLCA*, the Parties shall, unless otherwise agreed, renegotiate this IIBA after seven (7) years; negotiations shall commence at the beginning of year six (6).
- 15.7.3 The Parties shall review the IIBA implementation reports prepared pursuant to section 15.6.2, among other information sources, when determining whether renegotiation or amendment of the IIBA may be required.

IIBA Implementation Funding Schedule
Schedule 15-1 (Section 15.2.1)

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	TOTAL
1. ACMC Operation	\$350,000	\$350,000	\$350,000	\$350,000	\$200,000	\$200,000	\$200,000	\$2,000,000
2. RIA Travel (for ACMCs)	\$25,000	\$25,000	\$25,000	\$25,000	\$20,000	\$15,000	\$15,000	\$150,000
3. Cultural Resources Inventories	\$300,000	\$300,000	\$200,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,400,000
4. Interpretive Materials	\$57,142	\$57,142	\$57,142	\$57,142	\$57,142	\$57,142	\$57,148	\$400,000
5. Inuit Tourism Providers Fund ⁱ	\$2,300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$4,100,000
6. Inuit Secretariat Support	\$64,285	\$64,285	\$64,285	\$64,285	\$64,285	\$64,285	\$64,290	\$450,000
7. Inuit Mentoring Program ⁱⁱ	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$350,000
8. Inuit Field Research Assistants ⁱⁱⁱ	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$350,000
TOTAL	\$3,196,427	\$1,196,427	\$1,096,427	\$1,046,427	\$891,427	\$886,427	\$886,438	\$9,200,000

- i. The Parties agree that this funding is divided as follows: \$2,100,000 for existing projects (Arviat, Gjoa Haven, Cape Dorset), and \$2,000,000 for new projects.
- ii. Funds to be held by CWS pursuant to Section 9.2.2
- iii. Funds to be held by CWS pursuant to Section 10.3.2

ARTICLE 16 — DISPUTE RESOLUTION

16.1 OBJECTIVES

16.1.1 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 among the Parties.

16.2 DEFINITIONS

16.2.1 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 among them.

16.3 DISPUTE RESOLUTION

16.3.1 With the exception of matters addressed under Part 4.3, disputes between the Parties pertaining to the interpretation, application or implementation of this IIBA 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, any Party may give notice to the other Party 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 subsection 16.3.1 (a), and (b) as applicable, any Party may, subject to the agreement of the other Party, refer the dispute to a mutually-acceptable arbitrator(s) and arbitration process. No Party shall unreasonably withhold agreement to refer a dispute to arbitration.

16.3.2 Nothing in this Article shall limit the legal remedies of any Party.

- 16.3.3 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 subsection 16.3.1(b) and with references to an arbitrator pursuant to subsection 16.3.1(c).

APPENDIX I — NINGINGANIQ NWA

1.0 INUIT OWNED LANDS

- 1.1 CWS shall issue the necessary permits under the *CWA* to allow the Qikiqtani Inuit Association (“QIA”) or their designate(s) to build an ecotourism lodge and research facility, a Twin Otter airstrip and docking facilities on the Ninginganiq IOL in the vicinity of the easternmost point of Cape Raper.
- 1.2 The specific location and the construction and operation schedules related to the facilities described in subsection 1.1 shall be as agreed between QIA and CWS, in consultation with the Ninginganiq ACMC.
- 1.3 CWS shall consider any *Inuit Qaujimajatuqangit* respecting the matters in subsection 1.2 which QIA, the HTO or the ACMC document and present to it.
- 1.4 If CWS and QIA are unable to agree on the matters in subsection 1.2, the decision-making test and process as set forth in Part 4.3 of the IIBA shall apply. For greater certainty, the Part 4.3 process shall be used to determine the location and the construction and operating schedules of the facilities, and not whether the permits shall be issued.

2.0 RIGHT OF FIRST REFUSAL

- 2.1 The Minister shall recommend to the Governor in Council or to Parliament, as required, such legislative changes as are necessary to provide to QIA or its designate a right of first refusal to carry on outfitting or guiding operations in Ninginganiq NWA in accordance with the provisions set forth below.
- 2.2 Sections 2.3 to 2.7 below shall apply only where a limited entry system is in effect in Ninginganiq NWA.
- 2.3 If a non-Inuk or non-Inuit firm applies for an NWA permit to carry on an outfitting or guiding operation in Ninginganiq NWA, CWS shall give QIA or its designate a right of first refusal to acquire a permit to carry on a business that is substantially similar to that described in the non-Inuit application.
- 2.4 The right of first refusal referenced in sections 2.1 to 2.3 shall also apply to renewals or amendments of existing permits, where the renewal or amendment is substantially different in nature or location from the existing permit.
- 2.5 Upon receiving a permit application or letter of interest from a non-Inuk or non-Inuit firm, CWS shall provide QIA or its designate with written notice of the application or letter of interest. QIA or its designate shall have thirty (30) days after receipt of CWS’s notice to give CWS written notice of its intent to exercise its right of first refusal, and ninety (90) days after giving notice to CWS to submit an application for a permit to carry on a substantially similar business.

- 2.6 If QIA or its designate submits a timely and acceptable application for a permit, CWS shall issue the permit to QIA or its designate.
- 2.7 If QIA or its designate fails to meet either the thirty (30) day notice deadline or the ninety (90) day application deadline set forth in section 4.4, CWS may issue a permit to the non-Inuk or non-Inuit firm.
- 2.8 Disputes regarding the permit applications described in section 2.6 above, including any terms and conditions which CWS attaches to such permits, shall be resolved in accordance with Part 4.3 of this IIBA.

SIGNATURES

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

The Honourable Catherine McKenna
Minister of the Environment

Date

THE INUIT OF THE NUNAVUT SETTLEMENT AREA

Nunavut Tunngavik Incorporated:

Cathy Towtongie, President
Nunavut Tunngavik Incorporated

Date

Kitikmeot Inuit Association:

Stanley Anablak, President
Kitikmeot Inuit Association

Date

Kivalliq Inuit Association:

David Ningeongan, President
Kivalliq Inuit Association

Date

Qikiqtani Inuit Association:

Pauloosie Akeegok, President
Qikiqtani Inuit Association

Date