

Tallurutiup Imanga National Marine Conservation Area

Inuit Impact and Benefit Agreement

August 1, 2019

**Inuit Impact and Benefit Agreement
for Tallurutiup Imanga National Marine Conservation Area**

between

**The Inuit of the Qikiqtani Region represented by Qikiqtani Inuit
Association**

and

**Her Majesty the Queen in Right of Canada represented by:
the Minister of the Environment and Climate Change for the purposes of
the Parks Canada Agency,
the Minister of Fisheries and Oceans and Canadian Coast Guard, and
the Minister of Transport**

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THIS AGREEMENT is made as of the Effective Date.

BETWEEN:

**THE INUIT OF THE QIKIQTANI REGION
REPRESENTED BY QIKIQTANI INUIT ASSOCIATION**

Hereinafter referred to as “QIA”,

AND

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA REPRESENTED BY:
THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE FOR
THE PURPOSES OF THE PARKS CANADA AGENCY,
THE MINISTER OF FISHERIES AND OCEANS
AND CANADIAN COAST GUARD, AND
THE MINISTER OF TRANSPORT**

Hereinafter referred to as “Canada”

PREAMBLE

Part 1

Whereas Inuit understandings of Tallurutiup Imanga from time immemorial, at the present time, and looking forward to the future are as follows:

In ancient times the sea mammals and all life in the sea were created from the fingers and hands of a woman who lives in the vast Arctic sea. She is the mother of the sea and when she is angry the seas are rough and dangerous and there is no food. She is angered when people do not care for her and the life that she has created. Inuit respect and honour her, and all life stemming from her, as a symbol of our reciprocal relationship.

Our legend is profoundly connected to us, our spirituality, and our views of marine stewardship and Tallurutiup Imanga. Inuit of Tallurutiup Imanga, and the Qikiqtani region, are a coastal people, and have been so from time immemorial, with cultural values and identities intrinsically connected to our Arctic marine environment and wildlife.

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

We are entering into a new partnership with Canada to manage Tallurutiup Imanga National Marine Conservation Area to ensure that Tallurutiup Imanga National Marine Conservation Area, a globally significant ecosystem, is protected for Inuit and all Canadians. We equally retain our rights and interests to self-determination, in which we freely determine our own economic, social and cultural development. Our partnership with Canada must encourage and foster Inuit self-determination with respect to Tallurutiup Imanga.

Part 2

And whereas the Parties are committed to the establishment and management of Tallurutiup Imanga NMCA as a national marine conservation area under the *Canada National Marine Conservation Areas Act* and in accordance with Article 8 of the *Nunavut Agreement*;

And whereas Article 8 of the *Nunavut Agreement* requires that, before a national marine conservation area is established in the Nunavut Settlement Area, Inuit and the Government of Canada negotiate in good faith for the purpose of concluding an Inuit Impact and Benefit Agreement;

And whereas the Parties have agreed, in accordance with section 8.4.4 of the *Nunavut Agreement*, to matters connected with Tallurutiup Imanga National Marine Conservation Area that could reasonably confer a benefit or that would have a detrimental impact on Inuit, on a Nunavut-wide, regional or local basis;

And whereas Canada has committed to a renewed, nation-to-nation relationship with Indigenous Peoples, based on recognition of rights, respect, reconciliation, co-operation and partnership, including implementation of the United Nations Declaration on the Rights of Indigenous People in a manner consistent with the Canadian constitution;

And whereas the Parties recognize that the implementation of this Agreement will contribute to reconciliation;

And whereas Inuit are a rights holding group under the Canadian constitution and the *Nunavut Agreement*;

And whereas the establishment of Tallurutiup Imanga National Marine Conservation Area and this Inuit Impact and Benefit Agreement, conform to the *Nunavut Agreement* and contribute to the implementation of the United Nations Declaration on the Rights of Indigenous Peoples;

And whereas Inuit should benefit from the social, cultural and economic opportunities arising from the establishment and management of Tallurutiup Imanga National Marine Conservation Area including from employment;

And whereas wildlife harvesting is an Inuit right, and a long term, healthy, renewable resource economy is viable, desirable, and supports food security;

And whereas the Parties agree that this Inuit Impact and Benefit Agreement and its implementation will establish cooperative management between Inuit and Canada, and promote Inuit leadership and on-going capacity-building for Inuit to engage in the management of Tallurutiup Imanga National Marine Conservation Area; and

And whereas the Parties acknowledge that this Inuit Impact and Benefit Agreement and its implementation will contribute to the development of sustainable economies and supports positive social, cultural and economic change within Inuit communities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 1 - Principles

- 1.1 The establishment, management and operation of Tallurutiup Imanga NMCA will be consistent with the *Nunavut Agreement* and, barring any inconsistency or conflict with the *Nunavut Agreement*, the *Canada National Marine Conservation Areas Act* and other federal legislation.
- 1.2 The establishment, management and operation of Tallurutiup Imanga NMCA creates the opportunity to secure socio-economic benefits and cultural opportunities for Inuit, and in so doing is intended to foster reconciliation.
- 1.3 Tallurutiup Imanga NMCA is established to protect and conserve a representative marine area for the benefit, education and enjoyment of Inuit of Nunavut and the people of Canada and the world, and will be managed and used in a sustainable manner that meets the needs of present and future generations.
- 1.4 The Parties intend to work in cooperation using the consensus based governance model outlined in this Agreement to manage Tallurutiup Imanga NMCA.
- 1.5 Inuit elders' and Inuit Knowledge Holders' views, expertise and understandings of the environment should, to the fullest extent possible, be applied to encourage the wise use of wildlife, on which Inuit depend, and this traditional knowledge and understanding will be imparted to younger generations.
- 1.6 Inuit Qaujimajatuqangit will be considered in decision-making related to the management of Tallurutiup Imanga NMCA.
- 1.7 The primary considerations in the development and modification of management plans and the interim management plan for Tallurutiup Imanga NMCA will be the precautionary principle and principles of ecosystem management as described in the Convention on Biological Diversity, including the consideration in decision-making of Indigenous knowledge defined as Inuit Qaujimajatuqangit in this Agreement.
- 1.8 The perspectives of members of coastal communities, Inuit organizations, federal and territorial government departments and the interested public will be considered in the management of Tallurutiup Imanga NMCA in accordance with the *Canada National Marine Conservation Areas Act*.
- 1.9 Governance of Tallurutiup Imanga NMCA as set out in this Agreement will build capacity for QIA and Inuit to engage in the management of Tallurutiup Imanga NMCA.

- 1.10 Preservation of Inuit cultural practices, expression and customs are supported and Inuit initiatives for cultural maintenance and renewal are encouraged in the establishment, management and operation of Tallurutiup Imanga NMCA.
- 1.11 Preservation of Inuktitut is supported and will be promoted in the establishment, management and operation of Tallurutiup Imanga NMCA.
- 1.12 Protection of the archaeological and cultural heritage of Inuit is supported in the establishment, management and operation of Tallurutiup Imanga NMCA.
- 1.13 Inuit shall benefit from, and participate in, the economic and other opportunities arising from the establishment, management and operation of Tallurutiup Imanga NMCA.
- 1.14 Tallurutiup Imanga NMCA will be managed taking into account that it is an area of global ecological significance and one of the most productive marine environments in the Arctic Ocean, serving as the primary eastern gateway to the central Arctic for large numbers of migrating marine mammals and as breeding and foraging habitat for immense colonies of seabirds.
- 1.15 The ecosystem health and biodiversity of Tallurutiup Imanga NMCA is of fundamental importance to Inuit and Canadians.
- 1.16 Threats to Tallurutiup Imanga NMCA ecosystem and its wildlife populations, including from climate change, will be monitored.
- 1.17 Tallurutiup Imanga NMCA makes an important contribution to Canada's international commitments pursuant to the Convention on Biological Diversity and must be managed in a sustainable manner that meets the needs of present and future generations.

Article 2 - Definitions

- 2.1 A term or phrase that is defined in the *Nunavut Agreement* and is used in the same context in this Agreement has the same meaning as in the *Nunavut Agreement*.
- 2.2 In this Agreement, unless the context requires otherwise,
- “Aulattiqatigiit Board” means the joint Inuit and Canada management board established through this Agreement in accordance with section 8.4.11 of the *Nunavut Agreement*;
- “Agreement” means this entire Inuit Impact and Benefit Agreement, including its preamble and appendices;
- “Annual Plan” means the plan described in paragraph 5.7.1i);
- “Canada” means Parks Canada Agency, Department of Fisheries and Oceans, and Transport Canada;
- “Canada National Marine Conservation Areas Act” means the *Canada National Marine Conservation Areas Act* S.C.2002, c.18 as amended from time to time;
- “CLARC” means the Community Lands and Resources Committee established by the Qikiqtani Inuit Association in each community to represent Inuit of the community in relation to the management and use of the lands and resources of their land use area;
- “Conservation Area” means an area defined under Article 9 of the Nunavut Agreement, including Marine Protected Areas designated under the *Oceans Act*;
- “Cultural Resource” means a human work, object, or a place that has evidence of human activity or has spiritual or cultural meaning, and that has been determined to be of heritage value, and includes tangible and intangible elements. For greater certainty, intangible elements may include Inuit stories, legends, history, spirituality, practices, representations, expressions, knowledge and skills;
- “Cultural Resources Management Plan” means the plan for managing Cultural Resources described in section 12.2;
- “Department of Fisheries and Oceans” or “DFO” means the Department of Fisheries and Oceans, a department of the Government of Canada established under the *Department of Fisheries and Oceans Act*, R.S.C.,1985,c.F-15;
- “Effective Date” means the date of execution of this Agreement by all Parties;

- “Field Unit Superintendent” means a person appointed under the *Parks Canada Agency Act* who holds the office of the Field Unit Superintendent for the Nunavut Field Unit, and includes any other person appointed under the Act who is authorized by that person to act on that person’s behalf;
- “Hamlet” means a hamlet established under the *Hamlets Act*, R.S.N.W.T.1998, c.H-1 (Nunavut);
- “HTO” has the same meaning as set out in the *Nunavut Agreement*;
- “IIBA” means an Inuit Impact and Benefit Agreement required under Article 8 or 9 of the *Nunavut Agreement*;
- “Imaq” means the Inuit advisory committee established by QIA in accordance with Article 6 of this Agreement;
- “Interim Management Plan” means the interim management plan for Tallurutiup Imanga NMCA required under paragraph 7(1)(d) of the *Canada National Marine Conservation Areas Act*;
- “Inuit Firm” means an Inuit firm as defined in section 24.1.1 of the *Nunavut Agreement*;
- “Inuit Firm Registry” means the registry of Inuit firms maintained by Nunavut Tunngavik Inc. in accordance with Article 24 of the *Nunavut Agreement*;
- “Inuit Knowledge Holder” means a holder of site-specific knowledge augmented by long term understandings of the environment based on years of knowledge developed from meticulous observations and activities, such as hunting, harvesting and travelling that is passed between generations;
- “Inuit Qaujimajatuqangit” means the traditional, current and evolving body of Inuit values, beliefs, experience, perceptions and knowledge regarding the environment, including land, water, wildlife and people, to the extent that people are part of the environment;
- “Inuit Research and Monitoring Fund” means the fund administered by QIA and described in section 13.6;
- “Inuit Research and Monitoring Plan” means the plan developed by QIA through the Inuit Research and Monitoring Fund as described in section 13.6;
- “Inuit Science” refers to continuous systematic observations of the environment over time generating Inuit knowledge and Inuit Qaujimajatuqangit that is relied on and passed on to Inuit Knowledge Holders and younger generations;

- “Inuit Steward” means a participant of the Inuit Stewardship Program;
- “Inuit Stewardship Program” means the program managed by QIA as described in section 9.2;
- “Institution(s) of Public Government” means the boards under the *Nunavut Agreement* that are identified as such;
- “Management Advisory Committee” or “MAC” means the advisory committee required under subsection 11(1) of the *Canada National Marine Conservation Areas Act* to advise the Minister on the formulation, review and implementation of the Management Plan for Tallurutiup Imanga NMCA;
- “Management Plan” means the management plan for Tallurutiup Imanga NMCA required under section 8.4.13 of the *Nunavut Agreement* and section 9 of the *Canada National Marine Conservation Area Act*;
- “Marine Protected Area” means an area of the sea designated for special protection by regulation under paragraph 35(3)(a) or by order under subsection 35.1(2) of the *Oceans Act* for one or more of the reasons set out in subsection 35(1) of that Act. For greater certainty, Marine Protected Areas also constitute a Conservation Area within the meaning of Article 9 of the *Nunavut Agreement*;
- “Marine Scientific Research” means proposals from foreign states and other entities to do research in accordance with the 1983 “*Clearance Procedure for Diplomatic Missions Requesting Permission for Vessels to Enter Ports and/or Waters Under Canadian Jurisdiction*”, as may be amended;
- “Minister” means the Minister responsible for Parks Canada or her designate;
- “MOU” means the memorandum of understanding signed by the Government of Canada, the Government of Nunavut and the Qikiqtani Inuit Association on October 31, 2018 known as the “*Memorandum of Understanding between the Government of Canada, the Government of Nunavut and the Qikiqtani Inuit Association Respecting a Process to Assess the Feasibility and Desirability for the Recommendation and Creation of Marine Protected Area Options for the High Arctic Basin Area*”;
- “National Marine Conservation Area” means a national marine conservation area of Canada named and described in Schedule 1 of the *Canada National Marine Conservation Areas Act*;
- “*Nunavut Agreement*” means the *Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada* that was ratified by a vote of

the Inuit of the Nunavut Settlement Area and by the *Nunavut Land Claims Agreement Act*, S.C. 1993 c. 29;

“*Nunavut Agreement-specific policy*” means the policy instrument to be approved by the federal Treasury Board pursuant to the Settlement Agreement;

“*Nunavut Planning and Project Assessment Act*” means the *Nunavut Planning and Project Assessment Act*, S.C.2013, c.14, s.2 as amended from time to time;

“OC” means the Operations Committee as described in section 5.10 of this Agreement;

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

“Parks Canada Site Manager” means a person appointed under the *Parks Canada Agency Act* who is the responsible site manager for Tallurutiup Imanga NMCA, and includes any person appointed under that Act who is authorized by the superintendent to act on his or her behalf;

“Parties” or “Party” means, for the purposes of this Agreement, all or any one of, respectively, Qikiqtani Inuit Association representing the Inuit of the Qikiqtani Region, or representing Her Majesty the Queen in Right of Canada, any one of the Minister of the Environment for the purposes of the Parks Canada Agency, or the Minister of Fisheries and Oceans and Canadian Coast Guard, or the Minister of Transport;

“QIA” means Qikiqtani Inuit Association;

“Research Proposal” means an application for an authorization of research or an application for a permit required by Parks Canada for research to be conducted in Tallurutiup Imanga NMCA;

“Responsible Minister” means the Minister of Environment or her designate, or the Minister of Fisheries and Oceans and the Canadian Coast Guard or his designate, or the Minister of Transport or his designate, according to who is responsible for the subject matter;

“Settlement Agreement” means the “Agreement Relating to Settlement of Litigation and Certain Implementation Matters” between Nunavut Tunngavik Incorporated, the Government of Canada, and the Government of Nunavut dated May 4, 2015;

“Tallurutiup Imanga NMCA” means Tallurutiup Imanga National Marine Conservation Area including the lands, submerged lands, ice and waters established as a National Marine Conservation Area and to be described in Schedule 1 of the *Canada National Marine Conservation Areas Act*, and as described in section 4.6

of this Agreement and as shown on the map attached as Appendix 1 to this Agreement;

“Tallurutiup Imanga NMCA Communities” means Arctic Bay, Resolute Bay, Pond Inlet, Clyde River and Grise Fiord as they are the Nunavut communities in closest proximity to the Tallurutiup Imanga NMCA.

“Tallurutiup Imanga NMCA Research and Monitoring Strategy” means the strategy for research and monitoring in Tallurutiup Imanga NMCA described in section 13.4;

“Tuttarvik” means the Inuit labour database maintained by QIA, with the consent of Inuit participants, and includes other or additional databases established by QIA that track Inuit employment candidates and their qualifications; and

“Tuvaijuittuq”, sometimes referred to as the “High Arctic Basin”, means the study area identified in Appendix 2 of this Agreement and otherwise described in the *Memorandum of Understanding between the Government of Canada, the Government of Nunavut and the Qikiqtani Inuit Association Respecting a Process to Assess the Feasibility and Desirability for the Recommendation and Creation of Marine Protected Area Options for the High Arctic Basin Area* (the “MOU”) or the boundaries of the study area as modified by the parties to that MOU.

Article 3 - General Provisions and Interpretation

3.1 Relation to *Nunavut Agreement* and Inuit Rights

- 3.1.1 This Agreement constitutes the Inuit Impact and Benefit Agreement required under Article 8 of the *Nunavut Agreement*.
- 3.1.2 This Agreement does not form part of the *Nunavut Agreement* and is not a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*.
- 3.1.3 This Agreement is not a bilateral agreement within the meaning of section 5.7.18 of the *Nunavut Agreement*, and no provision of this Agreement shall be construed or interpreted to limit or otherwise restrict any Inuit rights of access set out in the *Nunavut Agreement*.
- 3.1.4 Nothing included in or excluded from this Agreement is intended to be used as a guide to the construction or interpretation of the *Nunavut Agreement*.
- 3.1.5 The exclusion from this Agreement of any matter listed in schedule 8-3 of the *Nunavut Agreement* shall not be construed as an acknowledgement that the matter is not appropriate for inclusion in this or any future Inuit Impact and Benefit Agreement.
- 3.1.6 This Agreement and all terms herein shall be read so as to be consistent with the *Nunavut Agreement*. In the event of any inconsistency or conflict between this Agreement and the *Nunavut Agreement*, the *Nunavut Agreement* shall prevail but only to the extent of such inconsistency or conflict.
- 3.1.7 Nothing in this Agreement shall be construed so as to abrogate or derogate from any existing or future aboriginal or treaty rights of Inuit.

3.2 General Matters

- 3.2.1 Nothing in this Agreement shall fetter or limit, or be deemed to fetter or limit, in any manner the discretion, rights, jurisdiction, authority, obligations or responsibilities of the Parties or their representatives, except to the extent of the requirement that all reasonable efforts must have been made to reach consensus through the process set out in sections 5.8 and 5.9 of this Agreement.
- 3.2.2 Nothing in this Agreement shall be construed as delegating or transferring any competence of any Party.
- 3.2.3 When changes are proposed to the *Canada National Marine Conservation Areas Act*, associated regulations, and national marine conservation policy that might

affect Tallurutiup Imanga NMCA, Parks Canada shall bring the proposals for change to the Aulattiqatigiit Board.

- 3.2.4 When a Responsible Minister delegates in writing a responsibility under this Agreement, the Responsible Minister shall provide to QIA notice of the delegation, and the Responsible Minister shall remain accountable for the performance of all delegated responsibilities.
- 3.2.5 When QIA delegates in writing a responsibility under this Agreement, QIA shall provide to the Responsible Minister notice of the delegation, and QIA shall remain accountable for the performance of all delegated responsibilities.
- 3.2.6 If there is any inconsistency or conflict between this Agreement and a memorandum, policy or directive of the Government of Canada that in any way affects Tallurutiup Imanga NMCA or its operations, this Agreement prevails to the extent of the inconsistency or conflict.
- 3.2.7 Nothing in this Agreement shall detrimentally affect the rights or ability of Inuit to participate in and benefit from programs for Inuit, Nunavut residents or Indigenous peoples.
- 3.2.8 Any amount payable under this Agreement shall be subject to there being an appropriation of funds by Parliament for the fiscal year in which the amount is payable.

3.3 General Interpretation

- 3.3.1 This Agreement comes into force on the Effective Date. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- 3.3.2 This Agreement is for a term of seven years commencing on the Effective Date. Following expiry of the term, funding may continue in accordance with subsection 19.5.5.
- 3.3.3 This Agreement is a contract and is legally binding and enforceable in accordance with its terms.
- 3.3.4 This Agreement constitutes the entire agreement among the Parties and there are no oral or written representations, warranties, collateral agreements or conditions affecting this Agreement except as expressly stated in this Agreement.
- 3.3.5 This Agreement may only be amended with the written consent of the Parties, and only if a formal amendment of this Agreement is expressly stated to be the intention of the Parties.

- 3.3.6 The Articles, sections, subsections, paragraphs, and appendices constitute this Agreement and shall be read together and interpreted as one agreement. The preamble, principles and objectives in this Agreement, including article objectives, are intended to assist in the construction and interpretation of this Agreement, excepting only Part 1 of the Preamble which is not intended to assist in the interpretation of this Agreement.
- 3.3.7 References in this Agreement to “Preamble”, “Article”, “section”, “subsection”, “paragraph” or “Appendix” are to the preamble, article, section, subsection, paragraph or appendix of this Agreement unless otherwise stated.
- 3.3.8 In this Agreement, words importing the singular number include the plural and the singular, words importing the plural include the singular and the plural and all references to gender include the female, male and other genders as the context requires.
- 3.3.9 QIA shall prepare, or cause to be prepared, an Inuktitut version of this Agreement at Canada’s expense for Canada’s operational review. Canada shall prepare, or cause to be prepared, a French version of this Agreement. The English version shall be the authoritative version. If a version of Inuktitut becomes standardized, and there are accredited translators and interpreters, the Parties will take appropriate steps to develop an Inuktitut version of this Agreement, which the Parties may agree could also be an authoritative version of this Agreement.
- 3.3.10 Time shall be of the essence of this Agreement, including the performance of all obligations and responsibilities pursuant to this Agreement. No delay or failure by a Party to insist on timely compliance by the other Party with an obligation or provision of this Agreement shall be deemed to be a waiver of time of the essence unless expressly stated by a Party in writing. A written waiver of timely performance in one instance shall not be deemed to constitute future waiver or condonation of any future delay.
- 3.3.11 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 3.3.12 The failure of a Party to enforce any term or provision of this Agreement shall not constitute a waiver of such term or provision or affect the right of that Party to enforce such term or provision at a later date. No waiver of any of the terms or provisions of this Agreement shall be deemed to constitute a waiver of any other term or provision (whether or not similar), and will not constitute condonation of any non-performance by the other Party of an obligation.

- 3.3.13 Any waiver of any provision of this Agreement does not constitute a continuing waiver unless otherwise expressly stated by the waiving Party. No failure by a Party to exercise, and no delay in exercising, any right herein shall operate as a waiver of such right, nor shall any single or partial exercise of a right preclude any other or further exercise of such right or exercise of any other right.
- 3.3.14 The Parties shall not have a claim or cause of action based on a finding that any provision of the Agreement is declared by a court of competent jurisdiction to be invalid. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect, and the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.
- 3.3.15 This Agreement shall be construed and governed in accordance with the applicable laws of Nunavut and the applicable laws of Canada, unless otherwise expressly stated in this Agreement.
- 3.3.16 This Agreement and all of the terms and provisions herein shall enure to the benefit of and is binding on the Parties and their respective successors and permitted assigns.

3.4 Consultation

- 3.4.1 An obligation to consult as between the Parties identified in this Agreement, shall include, at a minimum:
- a) notice of the matter in sufficient form and detail to allow the party being consulted to prepare its views;
 - b) a reasonable period of time for the party being consulted to prepare its views and an opportunity to discuss those views with the consulting party;
 - c) full and fair consideration of any views presented and adequate explanation in writing of how those views have been taken into account;
 - d) reasonable and culturally appropriate consultation techniques, which facilitate the sharing of views by unilingual and other Inuit;
 - e) interpretation and translation of relevant materials, as required;
 - f) a summary of the consultation process in English and Inuktitut; and
 - g) consideration of appropriate modifications of the matter under consultation.

- 3.4.2 Requirements to consult, communicate or exchange information with Inuit in this Agreement do not exhaust any other duty to consult with Inuit that the Crown may have.
- 3.4.3 For certainty, throughout this Agreement, the term “best efforts”:
- a) imposes a higher obligation than a “reasonable effort”;
 - b) means taking, in good faith, all reasonable steps to achieve the objective, carrying the process to its logical conclusion; and
 - c) includes doing everything known to be usual, necessary and proper for ensuring the success of the endeavour.
- 3.4.4 The Parties undertake and agree that they shall take all steps that are necessary to give full effect to the terms and provisions of this Agreement.

3.5 Notice

- 3.5.1 Except as otherwise expressly permitted or required, any communications, notices or demands made or given by a Party under this Agreement shall be in writing. Such communications, notices or demands may be made or given by personal delivery, by registered mail, or by facsimile, in all cases addressed to the respective Parties as follows:

If to the Minister responsible for Parks Canada:

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

If to the Minister of Fisheries and Oceans and Canadian Coast Guard:

Regional Director, Ecosystems Management
Central and Arctic Region, Fisheries and Oceans Canada
P.O. Box 5050
867 Lakeshore Road
Burlington, Ontario L7R 4A6

If to the Minister of Transport:

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

If to QIA:

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

3.6 Appendices

3.6.1 The following appendices attached to this Agreement form an integral part of this Agreement:

Appendix 1: Map of Tallurutiup Imanga National Marine Conservation Area

Appendix 2: Map of Tuvaijuittuq Study Area

Appendix 3: Implementation Plan Template

Article 4 - Tallurutiup Imanga National Marine Conservation Area Establishment

4.1 Objectives

- 4.1.1 To create and establish a national marine conservation area pursuant to the *Canada National Marine Conservation Areas Act* in accordance with the *Nunavut Agreement*.

4.2 Establishment

- 4.2.1 The national marine conservation area shall be known as Tallurutiup Imanga National Marine Conservation Area.
- 4.2.2 The Minister responsible for the Parks Canada Agency shall take such steps as are necessary to add Tallurutiup Imanga NMCA to Schedule 1 of the *Canada National Marine Conservation Areas Act*.
- 4.2.3 Subject to this Agreement and the *Nunavut Agreement*, Tallurutiup Imanga NMCA shall be maintained and administered for the purposes set out in, and according to, the *Canada National Marine Conservation Areas Act*, the Interim Management Plan and any future Management Plans and national marine conservation area policy in effect from time to time.

4.3 Tallurutiup Imanga NMCA Boundary

- 4.3.1 The boundary of Tallurutiup Imanga NMCA shall be as described in section 4.6 and set out in Appendix 1.

4.4 Boundary Amendment

- 4.4.1 If, at any time, Canada intends to redraw the boundary of Tallurutiup Imanga NMCA, it shall refer the proposal to the Aulattiqatigiit Board.
- 4.4.2 Any amendment to the boundary of Tallurutiup Imanga NMCA shall follow the process and meet the requirements outlined in Article 8 of the *Nunavut Agreement*.
- 4.4.3 Consistent with section 8.4.17 of the *Nunavut Agreement*, amendments to this Agreement shall address any matter connected with the expansion of Tallurutiup Imanga NMCA.

4.5 Inuit Owned Lands

- 4.5.1 The boundary of Tallurutiup Imanga NMCA shall not include Inuit Owned Lands and management of Tallurutiup Imanga NMCA must not impede access to Inuit Owned Lands.

4.6 Tallurutiup Imanga National Marine Conservation Area Boundary Description

- 4.6.1 Subject to legal description by the Surveyor General of Canada, and final description in Schedule 1 of the *Canada National Marine Conservation Areas Act*, the boundary of Tallurutiup Imanga NMCA is described as:

- 1) COMMENCING at a point where longitude 72°33'00" West meets the ordinary high water mark at approximate latitude 71°39'36" North on Cape Hunter, on Baffin Island;
- 2) THENCE generally westerly, northerly, westerly and southwesterly along the sinuosity of the ordinary high water mark of Baffin Island to a point where the western boundary of Sirmilik National Park of Canada meets the same near point 177PI, as shown on Administrative Plan of Sirmilik National Park of Canada in the Canada Lands Surveys Records at Ottawa as 104419 and filed in the Land Titles Office for Nunavut as 4575, at approximate latitude 72°24'08" North and approximate longitude 78°27'18" West;
- 3) THENCE southwesterly along the northwestern boundary of said Sirmilik National Park of Canada to the ordinary high water mark of the northerly extremity of the promontory known as Oorbignaluk Headland at approximate latitude 72°22'02" North and approximate longitude 78°36'12" West;
- 4) THENCE generally southwesterly along the sinuosity of the ordinary high water mark of Baffin Island to a point on the eastern side of Milne Inlet where latitude 72°00'00" North meets the same at approximate longitude 80°38'59" West;
- 5) THENCE westerly in a straight line across said Milne Inlet to the western side thereof where latitude 72°00'00" North meets the same at approximate longitude 80°48'17" West;
- 6) THENCE generally northwesterly, southeasterly, and northwesterly along the sinuosity of the ordinary high water mark of Baffin Island to a point on Brodeur Peninsula where latitude 73°49'59" North meets the same at approximate longitude 86°48'05" West;

- 7) THENCE westerly in a straight line to a point on the ordinary high water mark of Somerset Island, near Cape Clarence, where latitude 73°53'49" North meets the same at approximate longitude 90°09'53" West;
- 8) THENCE generally westerly along the sinuosity of the ordinary high water mark of Somerset Island to a point where latitude 73°56'56" North meets the same at approximate longitude 95°19'13" West;
- 9) THENCE westerly in a straight line to a point at latitude 73°55'52" North and longitude 95°58'10" West within Peel Sound;
- 10) THENCE northerly in a straight line to a point at latitude 74°53'57" North and longitude 96°06'56" West within Resolute Passage;
- 11) THENCE easterly in a straight line to a point on the ordinary high water mark of Cornwallis Island where latitude 74°53'56" North meets the same at approximate longitude 96°01'29" West;
- 12) THENCE generally southeasterly and northeasterly along the sinuosity of the ordinary high water mark of Cornwallis Island to a point where latitude 75°02'05" North meets the same at approximate longitude 93°30'19" West;
- 13) THENCE in a straight line to a point at latitude 75°03'54" North and longitude 92°49'18" West within Wellington Channel;
- 14) THENCE southeasterly in a straight line to a point on the ordinary high water mark of Devon Island where latitude 75°02'24" North meets the same at approximate longitude 92°13'54" West near Bowden Point;
- 15) THENCE generally southeasterly along the sinuosity of the ordinary high water mark of Devon Island to a point where latitude 74°38'40" North meets the same at approximate longitude 91°22'44" West at the entrance to Gascoyne Inlet;
- 16) THENCE southeasterly in a straight line to a point on the ordinary high water mark of Devon Island where latitude 74°37'43" North meets the same at approximate longitude 91°18'05" West near Cape Ricketts;
- 17) THENCE generally easterly, northerly and northwesterly along the sinuosity of the ordinary high water mark of Devon Island to a point where longitude 81°40'40" West meets the same at approximate latitude 75°48'32" North;
- 18) THENCE northeasterly in a straight line to a point on the ordinary high water mark of Ellesmere Island where longitude 81°03'56" West meets the same at approximate latitude 76°08'00" North; at King Edward Point;

- 19) THENCE generally northeasterly along the sinuosity of the ordinary high water mark of Ellesmere Island to a point where latitude 76°35'16" North meets the same at approximate longitude 78°07'21" West;
- 20) THENCE southeasterly in a straight line to a point at latitude 76°30'12" North and longitude 77°53'42" West in Baffin Bay;
- 21) THENCE southeasterly in a straight line to a point at latitude 76°24'13" North and longitude 77°50'20" West in Baffin Bay;
- 22) THENCE southeasterly in a straight line to a point at latitude 75°25'54" North and longitude 78°06'41" West in Baffin Bay;
- 23) THENCE southeasterly in a straight line to a point at latitude 74°56'17" North and longitude 77°03'02" West in Baffin Bay;
- 24) THENCE southeasterly in a straight line to a point at latitude 74°33'47" North and longitude 75°35'49" West in Baffin Bay;
- 25) THENCE southeasterly in a straight line to a point at latitude 74°05'26" North and longitude 74°26'29" West in Baffin Bay;
- 26) THENCE southeasterly in a straight line to the PLACE OF COMMENCEMENT.

INCLUDING three terrestrial coastal areas of bird cliffs including Cape Liddon, an area adjacent to Hobhouse Inlet, and Buchan Gulf;

SAVE AND EXCEPT all islands, rocks and shoals that are 400 hectares in area or larger as measured from the ordinary high water mark;

SAVE AND EXCEPT the Nirjutiqavvik National Wildlife Area as defined in Wildlife Area Regulations pursuant to the Canada Wildlife Act;

SAVE AND EXCEPT the Prince Leopold Island Bird Sanctuary as defined the Migratory Bird Sanctuary Regulations pursuant to the Migratory Birds Convention Act, 1994;

SAVE AND EXCEPT all Inuit Owned Lands that are wholly or partially with the hereinbefore described Tallurutiup Imanga Marine Conservation Area;

SAVE AND EXCEPT an area adjacent to Pond Inlet - 100 m along the shore of the community block land transfer and an area centred on the port extending 2 km each direction along the shore and 2 km to the seaward;

SAVE AND EXCEPT an area adjacent to Arctic Bay - 100 m along the shore of the community block land transfer, on both shores of the hamlet, and an area in each of Victor Bay and Arctic Bay; extending about 3 km from the shoreline;

SAVE AND EXCEPT an area adjacent to Resolute - 100 m along the shore of the community block land transfer, an area centred on the loading area near the airport extending 2 km each direction along the shore and 2 km to the seaward and the entirety of Resolute Bay; and

SAVE AND EXCEPT an area adjacent to the Nanisivik Naval Facility in Strathcona Sound - centred on the dock at Nanisivik at approximately, an area extending offshore by 2 km and in each direction along the shore by 2 km.

References to straight lines means points joined directly on the NAD83 ellipsoid by geodesics. Coordinates referenced hereon are geodetic and referenced to the North American Datum of 1983 (NAD83), Canadian Spatial Reference System (CSRS).

4.6.2 Total included terrestrial components in Tallurutiup Imanga NMCA are approximately 80 square kilometres plus the area of the intertidal zone. The terrestrial area includes approximately 61 square kilometres of small islands and 18.4 square kilometres of bird colony areas. The intertidal zone is approximately 25 square kilometres.

4.6.3 The overall area of the Tallurutiup Imanga NMCA will be approximately 108,000 square kilometres as measured on the Albers Equal Area Projection.

Article 5- Tallurutiup Imanga NMCA Governance

5.1 Objectives

- 5.1.1 To work together to manage Tallurutiup Imanga NMCA using the consensus-based governance model outlined in this Article in a manner that is consistent with the *Canada National Marine Conservation Areas Act*, other federal legislation, and the *Nunavut Agreement*, while taking into account Inuit Qaujimajatuqangit.
- 5.1.2 To recognize that Inuit are integrally connected to the marine environment and that a management objective is to maintain the health of the Tallurutiup Imanga NMCA ecosystem and the ecologically sustainable use of Tallurutiup Imanga NMCA. To further recognize that wildlife harvesting is an Inuit right pursuant to the *Nunavut Agreement*, and an objective of the *Nunavut Agreement* is to encourage self-reliance and cultural and social well-being of Inuit.
- 5.1.3 To recognize that Tallurutiup Imanga NMCA is established to protect and conserve the area for the benefit, education and enjoyment of Inuit, the people of Canada and the world.

5.2 Aulattiqatigiit Board

- 5.2.1 A joint Inuit and Canada management board shall be established by the Parties where the Parties shall work together in reaching consensus decisions through the process outlined in this Agreement to guide management of Tallurutiup Imanga NMCA. The board shall be called the “Aulattiqatigiit Board”, and is deemed to be the committee described in section 8.4.11 of the *Nunavut Agreement*.
- 5.2.2 The Aulattiqatigiit Board shall be comprised of not less than six members which shall include the following representatives of each of the Parties:
 - a) Three appointments by the Government of Canada:
 - i. Parks Canada Field Unit Superintendent for Tallurutiup Imanga NMCA;
 - ii. A senior representative of the Department of Fisheries and Oceans; and
 - iii. A senior representative of another federal department, or another representative as determined by the Minister;

b) Three appointments by QIA:

- i. QIA Director or department head for Tallurutiup Imanga NMCA;
- ii. Chair of the Inuit Advisory Committee (Imaq); and
- iii. A representative as determined by QIA.

- 5.2.3 The Parties may from time to time agree to increase the maximum number of Aulattiqatigiit Board members, for a designated period of time, so that at all times the Aulattiqatigiit Board is comprised of an equal number appointed by QIA and Canada. Excepting the members described in subparagraphs 5.2.2a) i) and 5.2.2b) i), the Party appointing a member of the Aulattiqatigiit Board may replace that appointed member from time to time at their discretion.
- 5.2.4 Members of the Aulattiqatigiit Board shall act as the representative of the Party that appointed him or her. Members shall be responsible for consulting the Party that appointed them, bringing the interests of that Party to Aulattiqatigiit Board meetings, and reporting back to that Party.
- 5.2.5 The Aulattiqatigiit Board may seek the advice and expertise of any individual or group in respect of any matter under this Agreement including, but not limited to input from Inuit elders and Inuit Knowledge Holders, as well as from Inuit and non-Inuit scientific and technical advisors in relation to their respective areas of expertise.
- 5.2.6 The Parties shall establish a committee to enable Inuit Qaujimajatuqangit to be taken into account in decision making, as per subsection 5.1.1.
- 5.2.7 The Aulattiqatigiit Board may establish other committees to further the purposes of the management of Tallurutiup Imanga NMCA.
- 5.2.8 Parks Canada shall inform Government of Canada departments and agencies that the Aulattiqatigiit Board should be notified of proposed consultations on matters that may impact the management of Tallurutiup Imanga NMCA, except where such consultations relate to confidential matters or would impair the ability to carry out the mandate of a department or agency.
- 5.2.9 When a Party becomes aware of any such proposed consultations on matters that may impact the management of Tallurutiup Imanga NMCA, that Party shall provide timely notice to the other Parties.

- 5.2.10 Under subsection 11(1) of the *Canada National Marine Conservation Areas Act* the Minister is required to establish a management advisory committee to advise on the formulation, review and implementation of the management plan. The Aulattiqatigiit Board shall provide recommendations on the composition of the management advisory committee.
- 5.2.11 Under subsection 11(2), the Minister may establish other advisory committees to provide advice to the Minister. The Aulattiqatigiit Board shall provide recommendations on the membership of these advisory committees.
- 5.2.12 All committees established under subsection 11(1) and subsection 11(2) of the *Canada National Marine Conservation Areas Act* shall provide their advice to the Minister through the Aulattiqatigiit Board. For greater clarity, the advice of committees established under the *Canada National Marine Conservation Areas Act* shall be provided to the Minister through the participation of the Parks Canada Nunavut Field Unit Superintendent on the Aulattiqatigiit Board.
- 5.2.13 Parks Canada shall include QIA as one of the parties that is consulted pursuant to subsection 11(3) of the *Canada National Marine Conservation Areas Act* with respect to the composition of advisory committees.
- 5.2.14 Subject to applicable laws, and the Parties' internal policies and procedures, members of the Aulattiqatigiit Board shall inform the Aulattiqatigiit Board of the existence and availability of any data, studies, and other documents or information from their respective organizations that relate to any issue or matter that affects or may affect the planning, operation or management of Tallurutiup Imanga NMCA, and that are reasonably necessary for use of the Aulattiqatigiit Board in carrying out its roles and responsibilities.

5.3 Aulattiqatigiit Board Meetings and Procedures

- 5.3.1 The Aulattiqatigiit Board shall have meetings quarterly in each calendar year. Meetings shall be held in the Qikiqtani Region unless otherwise agreed by the members of the Aulattiqatigiit Board, with at least one meeting being held in one of the Tallurutiup Imanga NMCA Communities each calendar year.
- 5.3.2 Additional meetings of the Aulattiqatigiit Board may be held as determined by the Aulattiqatigiit Board members based on the convenience of its members. Meetings of the Aulattiqatigiit Board may be conducted by conference call or other means of electronic communication if all members have a means of instantaneous participation.

- 5.3.3 Four Aulattiqatigiit Board members, being two representatives of each Party, shall constitute a quorum at all meetings of the Aulattiqatigiit Board. No decisions shall be made at Aulattiqatigiit Board meetings in the absence of a quorum.
- 5.3.4 Meetings of the Aulattiqatigiit Board shall be co-chaired by the QIA Director or department head for Tallurutiup Imanga NMCA and the Parks Canada Nunavut Field Unit Superintendent. An appointing party or organization may designate an alternate member on a temporary basis, in the event that their representative is unavailable. Meeting agendas shall be agreed upon by the co-chairs in advance of meetings but may be amended at the meeting.
- 5.3.5 Aulattiqatigiit Board meetings shall be open to the public, but the co-chairs may, with the consensus of the members of the Aulattiqatigiit Board, direct that part or all of a meeting shall be held in camera. At least one meeting of the Aulattiqatigiit Board each year shall be fully open to the public.
- 5.3.6 Where a particular issue or matter on the agenda of an Aulattiqatigiit Board meeting pertains to the area of responsibility of a Government of Canada department or agency, a senior representative of the affected department or agency, appointed to the Aulattiqatigiit Board pursuant to paragraph 5.2.2a) shall attend the meeting, and the Aulattiqatigiit Board shall not render any consensus decision or recommendation related to that matter until such appointee participates in considering the matter.
- 5.3.7 Where a particular issue or matter on the agenda of an Aulattiqatigiit Board meeting pertains to an area of responsibility of a QIA department, a representative of QIA responsible for the subject matter, appointed to the Aulattiqatigiit Board pursuant to paragraph 5.2.2b), shall attend the meeting, and the Aulattiqatigiit Board shall not render any consensus decision or recommendation related to that matter until such appointee participates in considering the matter.
- 5.3.8 Inuktut and English shall be spoken at all meetings of the Aulattiqatigiit Board with simultaneous interpretation, unless the co-chairs determine in advance that such services shall not be required with respect to a specific meeting of the Aulattiqatigiit Board.
- 5.3.9 The Aulattiqatigiit Board shall develop a terms of reference for operation of the Aulattiqatigiit Board and a code of conduct for members of the Aulattiqatigiit Board.

5.4 Aulattiqatigiit Board Member Orientation

- 5.4.1 During each calendar year, as needed, or on the request of a Party, an orientation shall be provided to any new Aulattiqatigiit Board members at a mutually

convenient time and place. The form and content of each orientation shall be determined in advance by the Aulattiqatigiit Board.

5.5 Aulattiqatigiit Board Costs and Funding

5.5.1 Parks Canada shall pay all costs associated with management and operation of Aulattiqatigiit Board in accordance with Article 18 of this Agreement.

5.6 Aulattiqatigiit Board Self-Evaluation

5.6.1 Once a year, the Aulattiqatigiit Board shall review its performance against expectations and assess opportunities for ongoing improvement of performance.

5.7 Aulattiqatigiit Board Roles and Responsibilities

5.7.1 The Aulattiqatigiit Board shall examine all steps, decisions, initiatives and undertakings relating to the planning, operation and management of Tallurutiup Imanga NMCA. Matters to be addressed by the Aulattiqatigiit Board shall include, but not be limited to, the following:

- a) implementation of the Tallurutiup Imanga NMCA Interim Management Plan;
- b) development, implementation and review of future Management Plans for Tallurutiup Imanga NMCA and recommendation of the plans for approval to the relevant Ministers;
- c) development of recommendations, in accordance with the procedures to be developed in accordance with paragraph d) below, regarding specific project proposals submitted to Parks Canada pursuant to the *Nunavut Planning and Project Assessment Act* regarding their conformity with requirements in applicable laws, regulations and policies including the Interim Management Plan and subsequent Management Plans;
- d) development of recommendations and procedures to implement the *Nunavut Planning and Project Assessment Act* in Tallurutiup Imanga NMCA for conformity determinations, including but not limited to, the development of:
 - i. a list of routine activities that do not require a conformity determination;
 - ii. a process for the timely review of two categories of project proposals, one category for which activities can be reviewed by the OC, and one category for which activities shall be reviewed by the Aulattiqatigiit Board;

- iii. a process for the OC to report on its review back to the Aulattiqatigiit Board;
 - iv. a process for the OC or the Aulattiqatigiit Board when referring a proposal to the Nunavut Impact Review Board; and
 - v. a review process for when a project proposal occurs inside and outside Tallurutiup Imanga NMCA.
- e) development of guidelines and processes applicable to permits or licences for businesses, research, tourism, and other activities that are under the authority of Parks Canada within Tallurutiup Imanga NMCA, including the issuance of business permits or licences;
- f) development of recommendations to responsible authorities, with respect to marine shipping activities within Tallurutiup Imanga NMCA;
- g) coordination of the aspects of the Inuit Stewardship Program that are directly contributing to the operation and management of Tallurutiup Imanga NMCA, where QIA has agreed that specific functions or tasks may be performed for Tallurutiup Imanga NMCA by the Inuit Stewardship Program;
- h) development of recommendations regarding processes related to public consultations and other communications with governments, Inuit organizations, and other parties on matters affecting the management of Tallurutiup Imanga NMCA;
- i) development and review of an Annual Plan including methods of implementation, staffing and other reasonable implementation requirements, as well as budgets and expenditures of Parks Canada and QIA related to the management of Tallurutiup Imanga NMCA;
- j) review of implementation reports and other documents provided by the OC;
- k) consideration of procedures in advance for dealing with possible emergencies concerning public safety and threats to the natural resources and cultural features of Tallurutiup Imanga NMCA;
- l) development of recommendations with respect to the continuity of Inuit cultural uses, protection of sites of special and spiritual-cultural significance to Inuit, and renewable resource harvesting including wildlife harvesting;
- m) development of strategies and review of economic development plans, including, but not limited to, potential development of commercial fisheries, to identify management actions that could assist Inuit and Inuit

Firms to take advantage of the full range of economic and employment opportunities associated with the planning, operation, management and use of Tallurutiup Imanga NMCA;

- n) development of recommendations with regard to outfitters including Inuit outfitters participation in sport hunting opportunities within Tallurutiup Imanga NMCA;
- o) referral of issues and provision of directions to the OC as described in section 5.10.4 and including other matters at the discretion of the Aulattiqatigiit Board;
- p) development of recommendations to the Parties regarding any other matter pertaining to the planning, operation, management or use of Tallurutiup Imanga NMCA and any other activities that may affect Tallurutiup Imanga NMCA;
- q) development of a protocol related to the use and disclosure of Inuit Qaujimagatuqangit taking into consideration the policies and procedures of the Parties;
- r) development of recommendations to responsible authorities with respect to any matter concerning wildlife populations and wildlife management, as it deems appropriate, within Tallurutiup Imanga NMCA, except allocation;
- s) development of recommendations to the NWMB, other Institutions of Public Government and other agencies, as it deems appropriate, on all matters related to Tallurutiup Imanga NMCA; and
- t) development of recommendations to the Parties regarding agreements of the Parties with Institutions of Public Government on all matters related to Tallurutiup Imanga NMCA management.

5.7.2 For greater certainty, the Aulattiqatigiit Board's roles and responsibilities are limited to matters affecting the management of Tallurutiup Imanga NMCA. Any proposed role and responsibility of the Aulattiqatigiit Board in relation to the design and delivery of Inuit benefits pursuant to this Agreement requires prior review and discussion by the Aulattiqatigiit Board and the consent of QIA.

5.7.3 All decisions or actions contemplated or considered by a Party that are not provided for through the Annual Plan for Tallurutiup Imanga NMCA shall be disclosed in reasonable detail to the Aulattiqatigiit Board prior to such decision or action being made or taken by the Party. No such decisions or actions by the Party, shall be made or taken until the Aulattiqatigiit Board has been provided with a reasonable opportunity to review the issue or matter and provide its advice and

recommendations to the affected Parties in respect of the contemplated decisions or actions.

- 5.7.4 Nothing in this Agreement shall preclude any Party from taking appropriate action or any action that may be required by law or in the case of an emergency. The Party taking the action shall inform the Aulattiqatigiit Board of the action taken as soon as possible.
- 5.7.5 For greater certainty, all legislative and regulatory compliance and enforcement authorities and actions which pertain to Canada will be exempt from the consensus process of the Aulattiqatigiit Board in section 5.8.
- 5.7.6 The Aulattiqatigiit Board will advise Transport Canada on marine navigation matters through such recommendations as best management practices, zoning and if needed recommendations on any regulatory gaps related to management of Tallurutiup Imanga NMCA.

5.8 Aulattiqatigiit Board Consensus Process

- 5.8.1 During deliberations of the Aulattiqatigiit Board on any particular proposal or initiative under subsection 5.7.1, members shall strive in a constructive and cooperative manner to achieve a consensus decision.
- 5.8.2 During deliberations on any matter, in order to develop consensus, the Aulattiqatigiit Board may seek the expertise and advice of individuals or organizations to inform the members on the matter to assist in developing a consensus. With the agreement of members of the Aulattiqatigiit Board, additional individuals may attend an Aulattiqatigiit Board meeting to provide assistance on the matter. Aulattiqatigiit Board members may re-schedule the matter to another meeting in order to bring additional information that may assist the members in building a consensus.
- 5.8.3 A consensus decision of the Aulattiqatigiit Board shall be deemed recommendations both to QIA and Canada, by way of referral to their senior representatives, agencies or departments, as deemed appropriate by each Party.
- 5.8.4 If in the course of any referral, any of the senior representatives wants reconsideration of the matter they shall provide additional information for the Aulattiqatigiit Board to consider and the members shall discuss the matter further.
- 5.8.5 After a consensus decision of the Aulattiqatigiit Board is made and any referral to the designated representatives for approval has taken place, if the Parties do not object, the matter shall be deemed to be approved and ready to implement by the Party(ies). If a Party objects, the matter shall be referred back to the Aulattiqatigiit Board for reconsideration.

5.9 Where the Aulattiqatigiit Board Cannot Reach Consensus

- 5.9.1 In the event of a clear and final disagreement of Aulattiqatigiit Board members on a matter, the matter shall be referred to senior representatives of the Parties who are not members of the Aulattiqatigiit Board to attempt to reach agreement in good faith. The Aulattiqatigiit Board members representing each Party shall respectively provide a written account of the matter in dispute to the senior representatives when they refer the matter to the Parties.
- 5.9.2 The senior representatives of the Parties may agree to refer the matter back to the Aulattiqatigiit Board with instructions that are intended to assist the Aulattiqatigiit Board to reach consensus on the matter. Alternatively, the senior representatives may reach consensus on the matter and direct the Aulattiqatigiit Board on how the matter shall be dealt with.
- 5.9.3 The senior representatives of the Parties may request the assistance of an agreed neutral third party(ies) to aid the Parties in attempting to reach an agreement.
- 5.9.4 In the event there remains a clear and final disagreement on a matter after the process in subsections 5.9.1 to 5.9.3 has taken place, the senior representatives may agree that associated actions be held in abeyance, until such time as agreed by the senior representatives.
- 5.9.5 In the event that there remains a clear and final disagreement on a matter after the process in subsections 5.9.1 to 5.9.3 has taken place, the senior representatives shall refer the matter to the President of QIA and the Minister(s) responsible for the subject matter, including any written account of the matter provided by the Aulattiqatigiit Board. The President and the Minister(s) responsible for the subject matter shall endeavour to reach a consensus following reasonable engagement and discussion with each other.
- 5.9.6 If any Party is required by law to make a final decision in the absence of a consensus on any matter considered by the Aulattiqatigiit Board, the deciding Party shall provide written reasons for having taken action or made the decision to the Aulattiqatigiit Board.
- 5.9.7 While a matter is being considered in the steps outlined in subsections 5.9.1 to 5.9.5, the Aulattiqatigiit Board shall continue to deliberate in good faith and strive to reach consensus decisions on other proposals and initiatives in accordance with this Article.
- 5.9.8 Notwithstanding the steps outlined in subsections 5.9.1 to 5.9.5, where Canada or QIA has a requirement under the *Nunavut Agreement* to bring a matter before an Institution of Public Government, or has decided to intervene in a matter being

considered by an Institution of Public Government, the respective members of the Aulattiqatigiit Board may agree not to refer a matter to senior representatives of the Parties to attempt to reach agreement on the matter where there is clear and final disagreement of the Aulattiqatigiit Board members, and the Parties may proceed to deal directly with the Institution of Public Government.

- 5.9.9 If after the Aulattiqatigiit Board review required in subsection 13.8.5 of this Agreement a consensus decision is not reached by the Aulattiqatigiit Board, and Global Affairs Canada gives consent to an application by a foreign state or other entity, to do marine scientific research that involves Tallurutiup Imanga, the process in subsections 5.9.1 to 5.9.6 will not apply.

5.10 Operations Committee

- 5.10.1 A joint Inuit and Canada operations committee (OC) shall be established by the Parties, taking into account the recommendations of the Aulattiqatigiit Board, where representatives of the Parties shall cooperate on operational aspects of managing Tallurutiup Imanga NMCA following the directions set by the Aulattiqatigiit Board.
- 5.10.2 Participation on the OC can vary from time to time as needed, taking into account the recommendations of the Aulattiqatigiit Board, but shall include the Parks Canada Site Manager for Tallurutiup Imanga NMCA and the QIA director with responsibilities related to the management of the Tallurutiup Imanga NMCA who shall be the senior members of the OC.
- 5.10.3 The OC shall meet monthly or more frequently as needed.
- 5.10.4 The participants of the OC shall cooperate on operational aspects of managing Tallurutiup Imanga NMCA taking into account the direction of the Aulattiqatigiit Board, and the matters to be addressed by the OC shall include, but not be limited to the following:
- a) implementing the Annual Plan(s) developed by the Aulattiqatigiit Board including budgets;
 - b) presenting annual management and implementation reports for consideration of the Aulattiqatigiit Board;
 - c) developing any reports, guidelines or other materials as requested by the Aulattiqatigiit Board, or by either party, for consideration by the Aulattiqatigiit Board;
 - d) working together to implement the Interim Management Plan and Management Plans as directed; and

e) developing any proposal for consideration by the Aulattiqatigiit Board.

5.10.5 In the event that the OC has any issue in cooperating on operational aspects of managing Tallurutiup Imanga NMCA, the Parks Canada Site Manager and QIA Director shall refer the issue to the Aulattiqatigiit Board for assistance and direction.

5.11 Migratory Bird Sanctuaries

5.11.1 The Prince Leopold Island Migratory Bird Sanctuary and the Bylot Island Migratory Bird Sanctuary have been established and are managed through the *Migratory Birds Convention Act*. These sanctuaries are subject to the IIBA for National Wildlife Areas and Migratory Bird Sanctuaries in the Nunavut Settlement Area. Parts of these migratory bird sanctuaries overlap with parts of Tallurutiup Imanga NMCA.

5.11.2 Where there is such overlap, the governance provisions of the IIBA for National Wildlife Areas and Migratory Bird Sanctuaries in the Nunavut Settlement Area will continue to apply within the migratory bird sanctuaries for matters governed under the *Migratory Birds Convention Act*. For matters not governed by the *Migratory Birds Convention Act*, the governance provisions in Article 5 of this Agreement, including the role of the Aulattiqatigiit Board, will apply.

5.12 Capacity Funding

5.12.1 Canada shall provide QIA with funds in accordance with Article 18 of this Agreement, for QIA to distribute funds described in the Implementation Funding Profile Table in section 18.5 equally to the HTOs of the Tallurutiup Imanga NMCA communities, to strengthen their capacity to respond to an increase in requests related to their duties under the *Nunavut Agreement*, arising from the establishment of Tallurutiup Imanga NMCA and the obligations set out in this Agreement.

Article 6- Inuit Advisory Committee (Imaq)

6.1 Objectives

- 6.1.1 For QIA to create an Inuit advisory committee that will be known as Imaq. The Imaq is a mechanism for QIA to gain perspectives of Inuit in the Tallurutiup Imanga NMCA Communities as well as to support QIA in the delivery of IIBA benefits and the overall implementation of this Agreement.
- 6.1.2 For QIA to ensure community representation in the formation of Imaq, including participation of Hamlets, HTO's, CLARC's, Inuit elders or Inuit Knowledge Holders.
- 6.1.3 To have Imaq support the ongoing management of Tallurutiup Imanga NMCA.

6.2 Imaq

- 6.2.1 Imaq provides advice to QIA on matters affecting Inuit.
- 6.2.2 Imaq, through its Chair, shall provide Inuit perspectives to the Aulattiqatigiit Board on the management of Tallurutiup Imanga NMCA.
- 6.2.3 QIA shall develop a "terms of reference" for selection and appointment of Imaq members, the operation of Imaq, and a code of conduct for members of Imaq.
- 6.2.4 QIA shall share the completed "terms of reference" and code of conduct with the Aulattiqatigiit Board.
- 6.2.5 QIA shall appoint the members to Imaq, including a Chair and Vice-Chair, in accordance with its "terms of reference".
- 6.2.6 Imaq may form working groups in accordance with its Terms of Reference.
- 6.2.7 The QIA Director or department head with responsibilities for Tallurutiup Imanga NMCA shall facilitate and coordinate the work of Imaq acting as the secretary of Imaq.
- 6.2.8 During each calendar year QIA staff shall provide Imaq with an orientation. QIA shall invite the OC to participate in the orientation. The orientation shall familiarize Imaq members with their role in the context of this Agreement, Inuit rights under the *Nunavut Agreement*, the Interim Management Plan and Management Plans and other relevant information associated with the Tallurutiup Imanga NMCA, and Canadian and international law including the *Canada National Marine Conservation Areas Act*.

6.3 Role of Imaq

6.3.1 Imaq shall provide advice to QIA on:

- a) the management and delivery of benefits from this Agreement;
- b) overall implementation of this Agreement;
- c) matters affecting Inuit including, but not limited to:
 - i. development of strategies to facilitate the continuity of Inuit cultural uses, including traditional renewable resource harvesting; and
 - ii. protection of sites of special spiritual-cultural significance to Inuit; and
 - iii. any other matter referred to Imaq by QIA.

6.3.2 Imaq shall provide recommendations related to the management of Tallurutiup Imanga NMCA to the OC at a meeting to take place at least once per year. Imaq may also of its own accord make submissions to the OC or Aulattiqatigiit Board on management issues.

6.4 Meetings

6.4.1 Imaq may meet in person or by teleconference as necessary.

6.4.2 At least once per year, the OC shall engage with Imaq, at a meeting, to gain input on annual plans. It is preferred that this annual meeting occur in November to inform annual planning for the Tallurutiup Imanga NMCA. After each meeting of the OC with Imaq, the OC shall report back to the Aulattiqatigiit Board on the input that the OC has received from Imaq.

6.4.3 Imaq meetings shall be conducted in Inuktut.

6.5 Costs of Imaq

6.5.1 Canada shall pay all costs associated with management and operation of Imaq in accordance with Article 18 of this Agreement.

Article 7 - Management Planning

7.1 Objectives

- 7.1.1 To acknowledge that the Management Plan for Tallurutiup Imanga NMCA is a guide for the future management of the marine conservation area, is required by legislation, and takes into account the views of Inuit, coastal communities, and other interested persons or bodies.
- 7.1.2 To work in cooperation through the management planning process described in this Article to develop a Management Plan for Tallurutiup Imanga NMCA that reflects a shared vision that respects and integrates the knowledge and values of Inuit.

7.2 Management Advisory Committee

- 7.2.1 Following the establishment of Tallurutiup Imanga NMCA under the *Canada National Marine Conservation Areas Act*, the Minister shall establish a Management Advisory Committee (MAC) to advise the Minister on the formulation, review and implementation of the Management Plan.
- 7.2.2 In accordance with subsection 5.2.10 of this Agreement, the Aulattiqatigiit Board shall provide a recommendation on the composition of the MAC to the Minister responsible for the Parks Canada Agency. The Parties acknowledge that the Management Advisory Committee should represent a diverse range of stakeholders and marine experts and representatives of local communities who will advise the Minister responsible for the Parks Canada Agency and QIA through the forum of the Aulattiqatigiit Board in accordance with subsection 5.2.12 of this Agreement.
- 7.2.3 The two senior members of the OC representing Parks Canada and QIA, respectively, shall facilitate the work of the MAC.
- 7.2.4 After the approved final Management Plan is tabled in Parliament, the Aulattiqatigiit Board may provide a recommendation that the composition of the MAC may be changed or that the MAC role may be carried out by other advisory processes.

7.3 Management Planning Process

- 7.3.1 Pursuant to paragraph 5.7.1 b) of this Agreement, the Aulattiqatigiit Board shall address the development of the Management Plan.

- 7.3.2 The Aulattiqatigiit Board will receive the advice of the MAC on matters relating to the Management Plan at meetings of the Aulattiqatigiit Board as determined by the Aulattiqatigiit Board, and through other means such as written submissions by the MAC.
- 7.3.3 A management planning team of up to a maximum of four members with equal representation from Canada and QIA, and comprised of Parks Canada employees who are located in Nunavut, QIA employees, and other staff members of Department of Fisheries and Oceans and/or Transport Canada, who, where possible, are located in Nunavut, and as recommended by each of them, will work together cooperatively to:
- a) identify management planning issues and options through a scoping exercise, a marine spatial planning exercise or other mechanisms;
 - b) prepare a draft consultation plan; and
 - c) prepare a draft management plan.
- 7.3.4 The planning team and other staff working on planning relating to Tallurutiup Imanga NMCA shall work collaboratively and, unless otherwise agreed upon by the team, shall conduct their meetings in Nunavut from offices provided by QIA and the Government of Canada. The planning team and other staff working on planning shall use their best efforts to divide their meetings equally between QIA offices and Government of Canada offices, in Iqaluit, to facilitate the collaborative planning process.
- 7.3.5 In furtherance of subsection 7.3.3 above, all aspects of the management planning process shall be developed by the two senior members of the OC representing Parks Canada and QIA for recommendation to the Aulattiqatigiit Board. The OC shall regularly update the Aulattiqatigiit Board on the management planning process.
- 7.3.6 The two senior members of the OC representing Parks Canada and QIA respectively shall work cooperatively to guide the work of their staff on management planning as set out in subsection 7.3.3. Any disagreement between the two senior members of the OC representing Parks Canada and QIA shall be referred to the Aulattiqatigiit Board.
- 7.3.7 The Aulattiqatigiit Board shall provide guidance on the management planning process and shall review the draft scoping report, the draft consultation plan, the draft management plan, and any related planning documents. The Aulattiqatigiit Board shall take into account all relevant information and may recommend changes, if required.
- 7.3.8 Once the Aulattiqatigiit Board has reached a consensus decision in accordance with section 5.8 of this Agreement, the proposed Management Plan will be

provided to the Nunavut Wildlife Management Board for its approval of the parts of the proposed Management Plan related to the management and protection of particular wildlife habitat, in accordance with Article 5 of the *Nunavut Agreement*.

- 7.3.9 Following the Nunavut Wildlife Management Board approval process referred to in subsection 7.3.8 the Management Plan can be finalized for consideration by the Aulattiqatigiit Board.
- 7.3.10 In accordance with the consensus process in section 5.8 of this Agreement, the Aulattiqatigiit Board will deliberate in order to reach a consensus decision on the final draft Management Plan for recommendation to QIA and the Responsible Ministers as appropriate.

Article 8 - Inuit Rights and Use of Resources

8.1 Objectives

- 8.1.1 To acknowledge Inuit rights as set forth in the *Nunavut Agreement*.
- 8.1.2 To acknowledge that Inuit rights and the exercise thereof shall continue in Tallurutiup Imanga NMCA after it is established as a national marine conservation area pursuant to the *Canada National Marine Conservation Areas Act*, and that the exercise of such rights within Tallurutiup Imanga NMCA will continue in accordance with the *Nunavut Agreement* and applicable laws of general application.
- 8.1.3 To acknowledge that sports hunting and Inuit activities carried out within Tallurutiup Imanga NMCA shall continue after Tallurutiup Imanga NMCA is established as a national marine conservation area pursuant to the *Canada National Marine Conservation Areas Act*.
- 8.1.4 To acknowledge that sports hunting and Inuit activities will continue to be managed within Tallurutiup Imanga NMCA in accordance with the *Nunavut Agreement* and all applicable laws of general application.
- 8.1.5 To outline a process for compensation in the event of emergency, illegal and accidental wildlife kills.

8.2 Inuit Rights and Activities – Non Derogation

- 8.2.1 For greater certainty, nothing in this Article restricts Inuit rights under the *Nunavut Agreement* or Inuit activities within Tallurutiup Imanga NMCA.

8.3 Aulattiqatigiit Board Dialogue

- 8.3.1 The Parties agree to use the Aulattiqatigiit Board as a forum for dialogue with each other, and other responsible authorities where considered appropriate, when a proposed rule, policy or decision of Parks Canada Agency, Department of Fisheries and Oceans, or Transport Canada has the potential to limit or restrict the exercise of an Inuit right or activity within Tallurutiup Imanga NMCA or Inuit use of the area. The Aulattiqatigiit Board may, where deemed appropriate, develop recommendations following dialogue on such matters.

8.4 Inuit Harvesting

- 8.4.1 Should Department of Fisheries and Oceans, Parks Canada, Transport Canada or Environment Canada and Climate Change contemplate any measure that would

limit Inuit harvesting or the exercise thereof within Tallurutiup Imanga NMCA, Department of Fisheries and Oceans, Parks Canada, Transport Canada or Environment Canada and Climate Change shall seek the advice of QIA in an effort to find means other than those that may limit or restrict such activities. For greater certainty, measures contemplated in this subsection do not include wildlife harvesting allocations.

8.5 Sports Hunting

- 8.5.1 The Parties acknowledge that sports hunting activities within Tallurutiup Imanga NMCA shall continue to be regulated and managed by applicable laws of general application and in accordance with the *Nunavut Agreement*.
- 8.5.2 The Aulattiqatigiit Board may provide recommendations as it deems appropriate to federal departments and agencies relating to the regulation of sports hunting activities within Tallurutiup Imanga NMCA including with respect to matters having the potential to impact Inuit participation therein.
- 8.5.3 Licences, permits, fees and other requirements that may be imposed by Parks Canada and Department of Fisheries and Oceans with respect to sports hunting shall not unduly or unreasonably constrain Inuit participation in sports hunting. The foregoing provision does not apply to existing DFO regulations that pertain to sports hunting.

8.6 Emergency, Illegal, or Accidental Kills of Wildlife

- 8.6.1 Nothing contained in this Article limits or restricts the rights of Inuit, or an Inuk, pursuant to Article 6 of the *Nunavut Agreement*.
- 8.6.2 The planning and management of activities that are licenced or permitted by Parks Canada within Tallurutiup Imanga NMCA shall take into account appropriate measures to reduce the risk of emergency or accidental death or injury to wildlife within or adjacent to Tallurutiup Imanga NMCA.
- 8.6.3 The Parties shall develop information for distribution to the public that identifies potential wildlife hazards and appropriate safety procedures, and shall require its own employees, contractors and agents, when operating in or adjacent to Tallurutiup Imanga NMCA, to take appropriate measures to avoid emergency and accidental death or injury to wildlife.
- 8.6.4 All relevant details of emergency, illegal or accidental death or injury to wildlife within Tallurutiup Imanga NMCA that become known to any one of the Parties shall be investigated and reported to the Aulattiqatigiit Board. Parks Canada shall also ensure that such incident is reported to all appropriate authorities in

compliance with applicable law and shall notify the NWMB to facilitate the disposal of valuable parts pursuant to section 5.6.55 of the *Nunavut Agreement*.

- 8.6.5 If, as the result of emergency or accident in Tallurutiup Imanga NMCA wildlife is injured or killed by a federal department or agency's employee, agent, contractor or other person whose Responsible Minister is a signatory to this Agreement, and results in a loss of an allocation or quota to Inuit, then the federal department or agency involved shall pay compensation to the HTO that is in closest geographical proximity to the incident site.
- 8.6.6 Compensation paid to an HTO pursuant to subsection 8.6.5 above shall be determined by Parks Canada and the HTO with third party expert advice in a wildlife compensation table to be amended from time to time. The HTO may seek the assistance of QIA with respect to any matter relating to section 8.6 of this Agreement, including the wildlife compensation table. Parks Canada and the HTO shall present the compensation table to the Aulattiqatigiit Board for information within one year of the execution of this Agreement. Compensation shall be paid by the federal department or agency within sixty (60) days to the affected HTO.

8.7 Species at Risk

- 8.7.1 If a recovery strategy, action plan or management plan must be prepared under the *Species at Risk Act*, S.C. 2002, c.29 for a listed wildlife species, and if that recovery strategy, action plan or management plan will directly affect QIA, the Responsible Minister(s) shall, to the extent possible, prepare the recovery strategy, action plan or management plan in cooperation with QIA and others, as described in paragraphs 39(1)(d), 48(1)(d) and 66(1)(d) of the *Species at Risk Act*.

Article 9- Inuit Stewardship

9.1 Objectives

- 9.1.1 To provide for an Inuit Stewardship Program to be managed by QIA that supports stewardship activities of Inuit within Tallurutiup Imanga NMCA that will make valuable contributions to the promotion of Inuit culture, well-being, the transmission of knowledge to youth, and the delivery of Inuit cultural, social, economic, health and conservation benefits.
- 9.1.2 To support the role of Inuit as stewards and their contribution to the conservation and management of Tallurutiup Imanga NMCA through the undertaking of research and marine monitoring activities, particularly in the context of changing climatic conditions.
- 9.1.3 To support the development of capacity over time for Inuit Stewards through training and education.

9.2 Establishment and Operation of the Inuit Stewardship Program

- 9.2.1 QIA shall establish and operate the Inuit Stewardship Program with funding provided by Canada pursuant to Article 18 of this Agreement. QIA may use funding provided by Canada for all reasonable uses associated with the Inuit Stewardship Program, including training, as well as engagement with Tallurutiup Imanga NMCA Communities and potential engagement with the Aulattiqatigiit Board.
- 9.2.2 Inuit Stewards may be employees, contractors and/or agents of QIA and/or a controlled affiliate. For greater certainty, Inuit Stewards shall not be agents or otherwise have any authority on behalf of Canada, unless otherwise agreed by the Parties.
- 9.2.3 Inuit Stewards may participate in a variety of activities. QIA will explore with the responsible government departments or agencies where appropriate, and other potential partners, opportunities for Inuit Stewards to be involved in the following:
 - a) environmental and other research and monitoring;
 - b) collection of Inuit Qaujimagatuqangit;
 - c) data management;
 - d) knowledge exchanges, training and skills development;
 - e) patrols;

- f) search and rescue;
- g) youth engagement, skills development and mentoring;
- h) tool, equipment making and cabin construction and maintenance;
- i) visitor reception;
- j) cultural interpretation;
- k) Inuit cultural practices such as harvesting and other rights-based activities; and
- l) development to be designated as enforcement officers where feasible in accordance with relevant federal statutes.

9.3 Inuit Stewards: Contribution to the Cooperative Management of Tallurutiup Imanga NMCA

- 9.3.1 In accordance with paragraph 5.7.1g), where QIA has provided its approval, the Aulattiqatigiit Board may make recommendations on how to best coordinate specific functions or tasks by the Inuit Stewards that can directly contribute to the operation and management of Tallurutiup Imanga NMCA, as will be funded in accordance with Article 18.
- 9.3.2 The Aulattiqatigiit Board shall review the Tallurutiup Imanga NMCA Research and Monitoring Strategy to provide recommendations for Inuit Steward activities that may further marine research and monitoring priorities.

9.4 Inuit Stewards: Other Opportunities

- 9.4.1 The Government of Canada will periodically do a review of opportunities for Inuit Stewards. Federal departments and agencies including Parks Canada, Transport Canada, the Department of Fisheries and Oceans and Canadian Coast Guard may enter into financial arrangements with QIA to have the Inuit Stewards provide services related to their legislated and policy mandates outside operation and management of Tallurutiup Imanga NMCA.
- 9.4.2 QIA shall regularly update the Aulattiqatigiit Board on the Inuit Stewardship Program and what types of activities the Inuit Stewards are able to or are looking to undertake so that the Government of Canada can provide notice of any government programs that may be related to the Inuit Stewardship Program.

9.5 Training

- 9.5.1 QIA will invest in capacity building and training opportunities for Inuit Stewards and will coordinate these programs where appropriate with the Government of Nunavut and Canada
- 9.5.2 The Government of Canada may make training activities available for Inuit Stewards in accordance with subsection 14.4.7 of this Agreement.

9.6 Inuit Stewards and Other Programs

- 9.6.1 QIA shall operate an “On-the land Program” in the Qikiqtani region with funding provided by Canada in accordance with Article 18. The Inuit Stewards shall support the “On the land Program” through youth engagement activities that develop on the land skills and enhance the transfer of knowledge about Inuit cultural practices, values and understandings to youth.

Article 10- Marine Navigation

10.1 Objectives

- 10.1.1 To collaborate on marine navigation matters in Tallurutiup Imanga NMCA through the Aulattiqatigiit Board including addressing community concerns, while respecting the existing legislative and regulatory authorities of Transport Canada to manage marine navigation and Canada's international obligations under bilateral and multilateral agreements with respect to marine navigation matters.
- 10.1.2 To use existing Transport Canada programs and pilot programs to undertake activities to strengthen communication with communities on marine vessel movements, and involving Inuit in the delivery of some aspects of the oversight of marine navigation.
- 10.1.3 To invest in capacity building to prepare and support the involvement of Inuit in delivery of some aspects of the oversight of marine navigation matters.
- 10.1.4 To strengthen the working relationship and partnership between Transport Canada and Inuit by establishing a Transport Canada Centre in the Qikiqtani Region.

10.2 General

- 10.2.1 Transport Canada is developing a Joint Arctic Maritime Management initiative to partner with Inuit and other partners across Inuit Nunangat, including relevant federal departments, territorial governments and Inuit organizations to explore management of marine navigation matters within the Arctic. There is an interest in piloting proposed activities under the Joint Arctic Maritime Management initiative in Tallurutiup Imanga NMCA where possible.
- 10.2.2 Through the Joint Arctic Maritime Management initiative, Transport Canada will work with QIA and partners to explore activities such as, but not limited to, the development and promotion of best management practices for cruise ship activity, appropriate methods of communication with mariners, and to address potential concerns or opportunities.

10.3 Marine Shipping Management Collaboration

- 10.3.1 The Parties will develop and implement a communication strategy to strengthen communication with communities about marine vessel movements and marine navigation matters. Outcomes of this strategy will include, but not be limited to:

- a) increasing community awareness of vessel traffic activity and oversight activities within Tallurutiup Imanga NMCA;
 - b) increasing community awareness on the types of vessel activities in Canada; and
 - c) informing communities on marine shipping management as it relates to Tallurutiup Imanga NMCA.
- 10.3.2 Activities in furtherance of the communication strategy may include, and will not be limited to, Transport Canada sharing information in the most effective means for communities, such as through social media, maritime awareness information systems, community information sessions, reports and other activities as appropriate.
- 10.3.3 In alignment with the communication strategy, the Parties will develop a vessel identification and movement strategy for Tallurutiup Imanga NMCA, including considering the use of Automatic Information Systems.
- 10.3.4 Transport Canada will work with QIA, other government departments at the federal and territorial levels, and other Inuit partners, to explore pilot programs to have the Inuit Stewards or local Inuit community members undertake activities for Transport Canada which may include, but not be limited to, vessel monitoring, tracking and reporting, marine security monitoring, oil handling facility monitoring, and community engagement.

10.4 Investment in Capacity Building for Inuit

- 10.4.1 In support of Inuit involvement in the pilot programs to be explored through this Article, Transport Canada will invest in capacity building and training activities for Inuit in the Tallurutiup Imanga NMCA Communities, and will coordinate these programs where appropriate with the Government of Nunavut and QIA. Activities may include an exchange program, annual study tours, formal training programs and workshops.
- 10.4.2 Transport Canada will support pre-employment and on-going training activities to allow for participation in Transport Canada's oversight program delivery, including safety and security promotion, by local community members. Training may include activities in Nunavut and other locations and may include an exchange program. Training will be agreed to by Transport Canada and QIA and may include, but not be limited to, vessel identification and regulatory awareness, marine certification training in small vessel operation, and marine emergency duties.

10.5 Transport Canada Centre

- 10.5.1 Transport Canada will establish a Transport Canada Centre in Nunavut, within the Qikiqtani region.

- 10.5.2 The Transport Canada Centre will create new Government of Canada employment opportunities within the region and further Transport Canada's ability to achieve a safe and secure, efficient and environmentally responsible transportation system in Canada and in the region as it relates to Tallurutiup Imanga NMCA and the *Nunavut Agreement*.

Article 11- Tallurutiup Imanga NMCA Promotion, Information Sharing, Heritage Interpretation and Visitor Reception

11.1 Objectives

- 11.1.1 To foster cooperation between the Parties in presenting and promoting Tallurutiup Imanga NMCA and its natural and cultural heritage values.
- 11.1.2 To set out the collaborative processes that will:
 - a) inform Tallurutiup Imanga NMCA Communities about the National Marine Conservation Area, and potential opportunities for Inuit;
 - b) provide opportunities for the public and visitors to gain a better understanding of Nunavut, Tallurutiup Imanga NMCA and the Inuit relationship with Tallurutiup Imanga NMCA; and
 - c) increase awareness and generally promote Tallurutiup Imanga NMCA
- 11.1.3 To promote and support the use of Inuktitut, as well as Inuit place names.

11.2 General

- 11.2.1 Promotional materials about Tallurutiup Imanga NMCA shall include a blend of natural and cultural elements. Any information or materials prepared shall emphasize, where appropriate, the central role that Inuit have played, and continue to play, as part of the natural ecosystem and the cultural story of Tallurutiup Imanga NMCA.
- 11.2.2 The Parties are committed to promoting the use of Inuktitut in providing information and presenting the natural and cultural values of Tallurutiup Imanga NMCA. In accordance with section 8.4.16 of the *Nunavut Agreement*, publications that are aimed at informing the Canadian public regarding Tallurutiup Imanga NMCA shall be equally prominent in Canada's official languages and Inuktitut. For greater certainty, this includes materials, signs and other media produced by or for Parks Canada for heritage interpretation or to inform the public, communities or visitors about Tallurutiup Imanga NMCA in written, audio, video and electronic format.
- 11.2.3 The Aulattiqatigiit Board shall develop a strategy regarding promotion, information sharing and heritage interpretation.

11.3 Promotion and Information Sharing

- 11.3.1 Any materials developed for information or promotion of Tallurutiup Imanga NMCA shall be provided to the senior members of the OC for their review.
- 11.3.2 Parks Canada and QIA shall make information related to Inuit Firms available to the public including names and addresses and other information about Inuit Firms that are involved in Tallurutiup Imanga NMCA activities and attractions, and Tallurutiup Imanga NMCA related services in adjacent communities including but not limited to: tour guides, outfitters, accommodation, food services, sale or rental of outdoor gear, and artists.
- 11.3.3 The senior members of the OC shall develop publications or displays, taking into account community input, to assist community members in better understanding Tallurutiup Imanga NMCA and opportunities arising from its establishment.
- 11.3.4 Parks Canada shall provide information to communities, the public and potential visitors on its websites regarding Tallurutiup Imanga NMCA. The senior members of the OC shall develop materials to be made available on Parks Canada websites about Tallurutiup Imanga NMCA.

11.4 Heritage Interpretation

- 11.4.1 Inuit Qaujimagatuqangit shall have a central role in the interpretation of the heritage of Tallurutiup Imanga NMCA.
- 11.4.2 The senior members of the OC shall develop materials for heritage interpretation of Tallurutiup Imanga NMCA for the review and consideration of the Aulattiqatigiit Board.
- 11.4.3 QIA shall have the option of developing heritage interpretation materials related to Inuit culture, history and understandings of Tallurutiup Imanga NMCA and its resources pursuant to subsection 11.4.4 at the expense of Parks Canada.
- 11.4.4 The Aulattiqatigiit Board shall develop and review the Annual Plan referred to in paragraph 5.7.1i) each year setting management activities and methods of implementation. Pursuant to section 8.4.9 of the *Nunavut Agreement*, QIA shall have the right of first refusal for any business opportunity recommended through the Aulattiqatigiit Board to develop heritage interpretation materials related to Inuit culture, history and understandings of Tallurutiup Imanga NMCA.
- 11.4.5 The Aulattiqatigiit Board may seek the advice of the Imaq and of local and regional Inuit when reviewing heritage interpretation materials.

11.4.6 Parks Canada shall make materials produced to inform the public about Tallurutiup Imanga NMCA available in each one of the Tallurutiup Imanga NMCA Communities.

11.4.7 Senior members of the OC shall develop an interpretive program for Tallurutiup Imanga NMCA for the review and consideration of the Aulattiqatigiit Board.

11.5 Visitor Reception

11.5.1 Parks Canada shall operate one or more visitor reception centres for Tallurutiup Imanga NMCA located in the Tallurutiup Imanga NMCA Communities.

11.5.2 Senior members of the OC shall develop plans for facilities, displays and/or exhibits about Tallurutiup Imanga NMCA.

11.6 Visitor Registration and Orientation

11.6.1 Parks Canada shall bring matters related to visitor safety preparedness in Tallurutiup Imanga NMCA to the Aulattiqatigiit Board for its review and consideration.

11.6.2 Parks Canada shall ensure that visitors to the visitor reception centres are informed of the location of Inuit Owned Lands, the natural and cultural heritage of Tallurutiup Imanga NMCA with a focus on Inuit cultural heritage, Inuit tourism operators and any other promotional material or safety information.

11.6.3 Parks Canada shall prepare maps that identify Inuit Owned Lands adjacent to Tallurutiup Imanga NMCA, management zones and place names for visitor information.

11.6.4 Parks Canada shall inform visitors that access and use of Inuit Owned Lands is administered by QIA and that consent from QIA may be required to enter Inuit Owned Lands.

Article 12- Cultural Heritage

12.1 Objectives

- 12.1.1 To acknowledge that the Cultural Resources of Tallurutiup Imanga NMCA are important to the Parties and must be managed with care and in accordance with the *Nunavut Agreement*.
- 12.1.2 To recognize that Inuit have a special relationship with Inuit Cultural Resources and archaeological sites, the Parties intend to work in collaboration to manage and protect the Cultural Resources, archaeological sites and archaeological specimens of Tallurutiup Imanga NMCA as set out below.

12.2 Management of Cultural Resources

- 12.2.1 Parks Canada and QIA, in consultation with Inuit Heritage Trust, shall prepare a Cultural Resources Management Plan, or use other recommended management tools that are arrived at through the consensus process of the Aulattiqatigiit Board, for the design and implementation of measures to protect, present and promote the Cultural Resources of Tallurutiup Imanga NMCA. Such measures shall take into account any Inuit legal rights in respect of Cultural Resources including intellectual property rights.
- 12.2.2 Parks Canada and QIA shall regularly bring matters relating to the management of Cultural Resources to the Aulattiqatigiit Board for its review and consideration, including the final draft of the Tallurutiup Imanga NMCA Cultural Resources Management Plan and collection of Inuit oral histories of Tallurutiup Imanga NMCA and the documentation of Cultural Resources of importance to Inuit.
- 12.2.3 Regarding archaeological sites, specimens and resources in Tallurutiup Imanga NMCA, Parks Canada and QIA shall work with the Inuit Heritage Trust in accordance with the *Nunavut Agreement*.
- 12.2.4 The Parties recognize that Inuit Qaujimagatuqangit and Inuit oral histories and stories are of integral importance to the management of the Cultural Resources of Tallurutiup Imanga NMCA and the Parties shall accord significant weight to such knowledge in any decisions about these resources.
- 12.2.5 QIA shall have the option of collecting Inuit oral histories and stories of Tallurutiup Imanga NMCA, and documenting Cultural Resources of importance to Inuit, and assisting in the management and presentation of the Cultural Resources pursuant to section 12.2.6, at the expense of Parks Canada.

- 12.2.6 The Aulattiqatigiit Board shall develop and review the Annual Plan referred to in paragraph 5.7.1i) each year setting management activities and methods of implementation. Pursuant to section 8.4.9 of the *Nunavut Agreement*, QIA shall have the right of first refusal for any business opportunity recommended through the Aulattiqatigiit Board to collect Inuit oral histories and stories of Tallurutiup Imanga NMCA, to document Cultural Resources of importance to Inuit, and to assist in the management and presentation of the Cultural Resources.
- 12.2.7 Subject to applicable laws, and policies to protect Cultural Resources and sacred sites from public knowledge and visitation, Parks Canada and QIA shall provide copies, at the request of the Aulattiqatigiit Board, of archival and oral history materials in their possession, that are relevant to the management of Tallurutiup Imanga NMCA, and that are within the authority of Parks Canada or QIA to disclose.
- 12.2.8 The Aulattiqatigiit Board shall consider protection measures for Cultural Resources that may include means to discourage people from searching for sacred or culturally sensitive sites. Protection measures may be included in the Tallurutiup Imanga NMCA Cultural Resources Management Plan.

12.3 Human Remains, Burial Sites and Burial Objects

- 12.3.1 Parks Canada shall act in accordance with Article 33 of the *Nunavut Agreement*, including, in particular, section 33.7.2 within Tallurutiup Imanga NMCA, and the Parks Canada Management Directive on Human Remains, Cemeteries and Burial Grounds, as that directive is written on the Effective Date, with respect to any human remains, burial sites and burial objects in Tallurutiup Imanga NMCA.

Article 13- Research and Monitoring

13.1 Objectives

- 13.1.1 To work together through the Aulattiqatigiit Board and develop a Tallurutiup Imanga NMCA Research and Monitoring Strategy to collaboratively manage research and monitoring in Tallurutiup Imanga NMCA.
- 13.1.2 To provide for Inuit led research and monitoring through an Inuit Research and Monitoring Fund that supports Inuit led research and monitoring in Tallurutiup Imanga NMCA.
- 13.1.3 To support the development of an Inuit Research and Monitoring Plan through the Inuit Research and Monitoring Fund to inform QIA of community research and monitoring priorities and concerns.
- 13.1.4 To value equally western science and Inuit Science in research and monitoring.
- 13.1.5 To ensure that research and monitoring in Tallurutiup Imanga NMCA is conducted ethically.
- 13.1.6 To ensure that research and monitoring activities in Tallurutiup Imanga NMCA provide social, cultural, economic and environmental benefits for Inuit in the Qikiqtani region.
- 13.1.7 To ensure that Inuit led research and monitoring data is stored, used and shared in a manner consistent with any intellectual property rights.

13.2 General

- 13.2.1 The Parties acknowledge that research and monitoring activities are necessary to support evidence-based decision-making for the planning, management and operation of Tallurutiup Imanga NMCA.
- 13.2.2 The Parties shall ensure western science and Inuit Science are both relied on, supported, collected and used to facilitate evidence-based decision-making.
- 13.2.3 The Parties recognize that it is essential to support Inuit participation, involvement, capacity building and engagement in research and monitoring related to Tallurutiup Imanga NMCA.
- 13.2.4 The Parties acknowledge that sections 13.7 and 13.8 of this Article, where it relates to foreign Marine Scientific Research only apply to those parts of Tallurutiup Imanga NMCA that are in Canada's internal waters and territorial sea.

- 13.2.5 The Parties agree that the process for review of research proposals in section 13.7 of this Article does not apply in the context of a response to an emergency where data may be collected, such as marine search and rescue operations, marine pollution prevention and response, or salvage operations.

13.3 Ethical and Responsible Practices

- 13.3.1 The Aulattiqatigiit Board shall recommend an appropriate ethics review process and establish guidelines for the ethical conduct of research and data management for Tallurutiup Imanga NMCA taking into consideration community input.
- 13.3.2 In developing recommendations under subsection 13.3.1, the Aulattiqatigiit Board shall review and consider ethical research guidelines and standards developed by Inuit and other organizations and governments.

13.4 Research and Monitoring Strategy

- 13.4.1 The senior members of the OC shall prepare a draft Tallurutiup Imanga NMCA Research and Monitoring Strategy for the review and consideration of the Aulattiqatigiit Board. QIA shall provide the OC with a copy of the Inuit Research and Monitoring Plan for consideration. The two senior members will involve others as appropriate in preparing the Tallurutiup Imanga NMCA Research and Monitoring Strategy. Parks Canada will involve the Department of Fisheries and Oceans, the Department of National Defence, Natural Resources Canada and other government departments as appropriate for input on the proposed Tallurutiup Imanga NMCA Research and Monitoring Strategy before it is finalized.
- 13.4.2 At a minimum the Tallurutiup Imanga NMCA Research and Monitoring Strategy shall:
- a) identify the western science and Inuit Science research and monitoring priorities and needs for Tallurutiup Imanga NMCA;
 - b) list the research and monitoring priorities of each one of the Tallurutiup Imanga NMCA Communities;
 - c) identify the research and monitoring priorities of Parks Canada, the Department of Fisheries and Oceans and Inuit;
 - d) identify steps necessary to promote Inuit Science;
 - e) identify training and capacity building needs and opportunities for Inuit in the Tallurutiup Imanga Communities to support Inuit involvement and engagement in research and monitoring;

- f) identify requirements and processes to support positive impacts in the Tallurutiup Imanga NMCA Communities including economic benefits;
- g) identify data management and process requirements to ensure western and Inuit science results are stored and accessed for planning, management and operational decision-making;
- h) identify infrastructure and human resources needed and requirements for data collection, storage, management, accessibility and communication;
- i) include principles to guide the research of archaeological, social, cultural and ecological information about Tallurutiup Imanga NMCA;
- j) be consistent with the *Nunavut Agreement*, this Agreement, laws of general application, and the Interim Management Plan and future Management Plans when completed; and
- k) be developed with due regard for Canada's rights and obligations under international law.

13.4.3 The Aulattiqatigiit Board shall review the Tallurutiup Imanga NMCA Research and Monitoring Strategy every four years, unless the Aulattiqatigiit Board is of the view that this is not necessary.

13.5 Collaboration in Research

13.5.1 The Parties shall communicate with the Nunavut Research Institute, other research institutions and the Institutions of Public Government regarding the research priorities contained in the Tallurutiup Imanga Research and Monitoring Strategy and encourage those institutions to consider the priorities contained in the strategy in their work as appropriate.

13.6 Inuit Research and Monitoring Fund

13.6.1 An Inuit Research and Monitoring Fund shall be established to support community research and monitoring activities. Parks Canada shall provide QIA with funds in accordance with Article 18 of this Agreement for the Inuit Research and Monitoring Fund.

13.6.2 The purpose of the Inuit Research and Monitoring Fund shall be to enable QIA to establish a research and monitoring program led by Inuit that may contribute to the management of Tallurutiup Imanga NMCA, among other purposes.

- 13.6.3 QIA shall lead the development of an Inuit Research and Monitoring Plan through the Inuit Research and Monitoring Fund that will inform QIA of the community research and monitoring priorities and concerns.
- 13.6.4 The Inuit Research and Monitoring Fund shall support QIA in carrying out research or monitoring activities and may support the research or monitoring activities of Inuit Stewards. Eligible use of funds may include:
- a) establishment and operation of community research committees;
 - b) development of community research and monitoring protocols;
 - c) Inuit oral history projects related to the Tallurutiup Imanga NMCA;
 - d) training opportunities and skills development for Inuit youth and community members related to research and monitoring from a western science or Inuit Science perspective;
 - e) community research, baseline studies and monitoring including with respect to sea ice and weather;
 - f) research and monitoring activities that require additional support;
 - g) scholarships related to increasing Inuit capacity in research and monitoring;
 - h) investments in research technologies;
 - i) the development of an Inuit Research and Monitoring Plan that at a minimum identifies community research and monitoring priorities and ethical research recommendations; and
 - j) workshops or conferences that promote the exchange of research and monitoring knowledge and skills.
- 13.6.5 QIA may provide to the Aulattiqatigiit Board if appropriate, once each calendar year, a summary of the activities that the Inuit Research and Monitoring Fund supported and an assessment of how the fund is supporting the objectives of this Article.
- 13.6.6 The Aulattiqatigiit Board may recommend how the Inuit led research and monitoring program can contribute to the management of Tallurutiup Imanga.

13.7 Research Proposals

- 13.7.1 In addition to any other review or approval required by law, including under the *Nunavut Agreement*, a researcher who conducts research within Tallurutiup Imanga shall have his or her Research Proposal reviewed under the procedures outlined in this Article.
- 13.7.2 Inuit Stewards are not required to submit a research proposal or otherwise obtain a permit or licence for research or monitoring, where their observations are part of their planned harvesting activities.
- 13.7.3 The Aulattiqatigiit Board shall make recommendations regarding requirements for Research Proposals considering, at a minimum, the matters set out in paragraphs a) to t) below. To facilitate the review process, a Research Proposal should include the following information:
- a) a project title, applicant's name, institution and contact information;
 - b) personnel on the research team;
 - c) funding sources for the research;
 - d) benefits of the research to the community including information on how much money will be spent in the community and how many local researchers, assistants, or other positions will be hired;
 - e) location of the proposed research including field sites on land or water;
 - f) duration of research and fieldwork periods;
 - g) project description, objectives, purpose and research methods;
 - h) an analysis of how the research meets the guidelines for ethical conduct or research produced by the Aulattiqatigiit Board and any other reviews or approvals;
 - i) description of the data to be collected (quantitative or qualitative) including any sampling procedures;
 - j) indication of whether there will be human subjects, if yes, details on methods and consent procedures and copies of consent forms in English and Inuktitut;
 - k) if interviews are planned, what kind, and an explanation as to why this method is required and who will be interviewed;
 - l) planned use of vehicles, infrastructure, or other equipment;

- m) a waste disposal plan;
- n) description of any conservation based risks or impacts to Inuit related to the research;
- o) a plan for data management and any access to the data available to the Parties;
- p) consideration of intellectual property rights of any participants;
- q) as appropriate, support letter(s) from the communities and other organizations;
- r) indication of what permits or licences were applied for;
- s) description of reporting and how research results will be shared with the participants and communities involved, as well as with Nunavummiut, research community and the general public; and
- t) a one-page summary of the project in English and Inuktitut that can be used in annual compendium of research accessible to the public.

13.7.4 Within the first year of the Effective Date, the Aulattiqatigiit Board shall develop and recommend requirements as appropriate for researchers to demonstrate community support.

13.7.5 The Department of National Defence (DND) conducts military related research in the arctic (including in Tallurutiup Imanga NMCA). DND is supportive of the conservation goals of Tallurutiup Imanga NMCA and commits to providing information to assess the environmental impact of its research programs on Tallurutiup Imanga NMCA. The military research conducted by DND is sensitive and/or classified, which limits the amount of specific details that can be shared. DND commits to providing unclassified summaries of the planned research within Tallurutiup Imanga NMCA and, where possible, will provide the information requested in subsections 13.7.3 and 13.7.4. Upon completion of the research, an unclassified summary of the results will be provided.

13.7.6 All Research Proposals shall be reviewed by the two members of the OC representing Parks Canada and QIA whose duties include coordinating research. The two senior members will involve as appropriate the community and others in reviewing a Research Proposal.

13.7.7 The two senior members of the OC representing Parks Canada and QIA shall review the Research Proposal to assess if the requirements for community support developed by the Aulattiqatigiit Board have been satisfied and may provide terms and conditions for the Research Proposal to ensure such requirements are met.

Prior to the development by the Aulattiqatigiit Board of community support requirements as appropriate for Research Proposals, the two senior members of the OC may recommend the terms and conditions for community support to the researcher and report them to the Aulattiqatigiit Board on a semi-annual basis pursuant to subsection 13.7.15.

- 13.7.8 The two senior members of the OC representing Parks Canada and QIA shall provide a copy of the Research Proposal summary in English and Inuktitut provided by the applicant to the Municipal Council and the HTO of the appropriate Tallurutiup Imanga NMCA Communities, or post online in an agreed forum.
- 13.7.9 The two senior members of the OC representing Parks Canada and QIA shall seek the advice of the Nunavut Wildlife Management Board when reviewing Research Proposals involving wildlife, and the Inuit Heritage Trust when reviewing Research Proposals involving archaeology.
- 13.7.10 When coming to a conclusion that a Research Proposal is recommended to proceed, the two senior members of the OC representing Parks Canada and QIA shall include such terms and conditions for proceeding as necessary to secure the researcher's compliance with requirements of the Tallurutiup Imanga Research and Monitoring Strategy and to address as appropriate other concerns including community concerns that arose during the review by the OC.
- 13.7.11 The OC shall include appropriate measures in the terms and conditions for proceeding to ensure that researchers distribute research and monitoring results in a manner that is in conformity with reporting requirements determined by the Aulattiqatigiit Board.
- 13.7.12 After the completion of the Tallurutiup Imanga Research and Monitoring Strategy, the two senior members of the OC representing Parks Canada and QIA must assess any Research Proposals to ascertain that they are consistent with the Tallurutiup Imanga Research and Monitoring Strategy.
- 13.7.13 Before rejecting a Research Proposal for non-compliance with the Tallurutiup Imanga Research and Monitoring Strategy or any other reason, either of the two senior members of the OC representing Parks Canada and QIA may refer the proposal to the Aulattiqatigiit Board for its review and consideration.
- 13.7.14 Parks Canada shall require research applicants to submit Research Proposals to the Nunavut Impact Review Board for screening where appropriate. Parks Canada will share any changes to the terms and conditions that may arise from the screening with the senior member of the OC representing QIA, before Parks Canada issues a research permit or authorization.

- 13.7.15 On a semi-annual basis, the two senior members of the OC representing Parks Canada and QIA shall provide the Aulattiqatigiit Board with a list of Research Proposals that are pending, those that were recommended to proceed and those that were not recommended to proceed. The Aulattiqatigiit Board will make a recommendation on how all or part of this information may be shared with other parties including Tallurutiup Imanga NMCA Communities.
- 13.7.16 Parks Canada shall make reasonable efforts to make information from the Parks Canada national research database applicable to Tallurutiup Imanga NMCA accessible to QIA.

13.8 Marine Scientific Research Applications Received by Global Affairs Canada

- 13.8.1 Global Affairs Canada has the responsibility to receive applications for Marine Scientific Research proposals from foreign states and other entities, to coordinate the Government of Canada response, and advise the applicant of this response in accordance with the 1983 “Clearance Procedure for Diplomatic Missions Requesting Permission for Vessels to Enter Ports and/or Waters Under Canadian Jurisdiction”, as may be amended. The provisions of section 13.8 shall apply in place of section 13.7 for Marine Scientific Research in Canada’s internal waters or territorial sea subject to this procedure.
- 13.8.2 When Global Affairs Canada receives a Marine Scientific Research application that involves Tallurutiup Imanga NMCA, Global Affairs Canada will seek input on a response from the affected departments including Parks Canada, Transport Canada and the Department of Fisheries and Oceans, and others as appropriate. The federal government Parties on the Aulattiqatigiit Board will inform the QIA Director or department head for Tallurutiup Imanga NMCA of the application.
- 13.8.3 All Marine Scientific Research applications received from Global Affairs Canada shall be reviewed by the two senior members of the OC representing Parks Canada and QIA whose duties include coordinating research proposals in accordance with this Article.
- 13.8.4 After the review by the OC members under this Article is completed, the federal government Party(ies) that received the research request from Global Affairs Canada, will notify Global Affairs Canada of the proposed terms and conditions required for the research to be carried out.
- 13.8.5 If, after the review by the OC members under this Article is completed, Global Affairs Canada is not satisfied with the terms and conditions required for the research to be carried out, the matter will be brought to the Aulattiqatigiit Board for review and recommendation. A representative from Global Affairs Canada will

be invited to participate in the Aulattiqatigiit Board meeting when the matter is considered.

- 13.8.6 Acknowledging that Canada must meet its international obligations, the Parties will make best efforts to carry out the processes under this Article in a timely manner to meet Global Affairs Canada timelines to respond to applications outlined in the 1983 “Clearance Procedure for Diplomatic Missions Requesting Permission for Vessels to Enter Ports and/or Waters Under Canadian Jurisdiction” or any future policy.
- 13.8.7 Recognizing Global Affairs Canada’s responsibilities related to managing foreign relations and meeting Canada’s international commitments, the Parties acknowledge that in certain exceptional circumstances where urgent action is required, Global Affairs Canada may not be able to complete the consultation provisions outlined in section 13.8.

13.9 Inuit and Community Led Research

- 13.9.1 Parks Canada shall facilitate where feasible research undertaken under the Inuit Research and Monitoring Fund by providing, upon request of an Inuk researcher or a project manager of community led research, the following:
- a) access to relevant research reports, or other relevant information available to Parks Canada, or other government departments or agencies that could assist the researcher in carrying out his or her research;
 - b) reasonable access to the necessary Parks Canada facilities and equipment, if available, during the data collection and data analysis stages of the research; and
 - c) where reasonable, allow the Inuk researcher or researchers to travel at no cost on Parks Canada charter aircraft flights or in Parks Canada vehicles or watercraft.

Article 14 - Inuit Career and Training Opportunities

14.1 Objectives

- 14.1.1 To foster cooperation of QIA and the Government of Canada to enhance career and training opportunities for Inuit employment with the Government of Canada.
- 14.1.2 To support Canada in fulfilling Article 23 of the *Nunavut Agreement* for government employment related to Tallurutiup Imanga NMCA.

14.2 Cooperation pertaining to Inuit employment dedicated to the management and conservation of Tallurutiup Imanga NMCA

- 14.2.1 Annually, Canada shall seek the advice of the Aulattiqatigiit Board on general matters of recruitment and promotion of Inuit in positions with the Government of Canada that are dedicated to the management of Tallurutiup Imanga NMCA.
- 14.2.2 Canada shall, when recruiting for indeterminate and term positions in Nunavut with the Government of Canada for Tallurutiup Imanga NMCA related duties, give preference to qualified Inuit applicants.
- 14.2.3 Parks Canada shall involve Inuit with human resource expertise in any external hiring process for Tallurutiup Imanga NMCA staff, including staff in the Parks Canada Nunavut Field Unit with responsibility for Tallurutiup Imanga NMCA.
- 14.2.4 The senior members of the OC will advise each other of all recruitment processes for Tallurutiup Imanga NMCA staff.
- 14.2.5 Canada shall consider the following carefully in establishing criteria and qualifications when recruiting indeterminate and term positions with Tallurutiup Imanga NMCA related duties:
 - a) knowledge of Inuit culture, society and economy;
 - b) knowledge of Inuktut;
 - c) knowledge of this Agreement and the *Nunavut Agreement*;
 - d) knowledge of the environmental and cultural aspects of the Tallurutiup Imanga NMCA and surrounding area;
 - e) community awareness; and
 - f) relevant northern experience.

14.3 Recruitment and Promotion of Inuit in Government Employment related to Tallurutiup Imanga NMCA

- 14.3.1 The Government Inuit employment plans required under Article 23 of the *Nunavut Agreement*, related to Tallurutiup Imanga NMCA, shall address the following:
- a) practices and procedures for filling positions, including methods of advertising;
 - b) identifying and prioritizing hiring criteria and qualifications, and removing systemic barriers to the employment of Inuit;
 - c) non-generic job descriptions, when required, and all statements of qualifications, including consideration of bona fide job requirements and skills equivalencies;
 - d) an annual training plan for Inuit employed by Canada; and
 - e) an annual retention plan for Inuit.
- 14.3.2 When the Government of Canada reviews and renews departmental Inuit employment plans with positions pertaining to Tallurutiup Imanga NMCA, the plans shall be tabled with the Aulattiqatigiit Board, and the Aulattiqatigiit Board may provide recommendations related to Inuit employment pertaining to the management of Tallurutiup Imanga NMCA. If the Government of Canada does not review or renew departmental Inuit employment plans with positions pertaining to Tallurutiup Imanga NMCA within three years of the signing of this Agreement, the Government of Canada shall provide an update to the Aulattiqatigiit Board on the status of Inuit employment in government.
- 14.3.3 Inuit who are unilingual Inuktitut speakers shall be given an opportunity to compete for Parks Canada jobs for Tallurutiup Imanga NMCA and the Nunavut Field Unit office, for which they are otherwise qualified, where the lack of knowledge of the English or French languages does not compromise Tallurutiup Imanga NMCA user or staff safety or operational effectiveness.
- 14.3.4 Parks Canada shall assign unilingual Inuktitut speaking employees to work with bilingual (Inuktitut/English or Inuktitut/French) employees provided there are such bilingual employees at the same work place.
- 14.3.5 The senior members of the OC will consider whether and how to pursue development of a skills equivalency assessment for some or all positions dedicated to Tallurutiup Imanga NMCA, to assist Canada to treat Inuit employees with experience equally with applicants with formal education experience.

14.3.6 The senior member of the OC representing QIA shall provide Canada with information from Tuttarvik, on terms and conditions of access acceptable to QIA, that will assist in each hiring process for federal employees related to Tallurutiup Imanga NMCA referred to in subsection 14.2.4.

14.4 Training and Development of Inuit Employed by Parks Canada

14.4.1 Parks Canada shall, at a minimum, hire and retain two Inuit trainees for a period of five years. The trainees shall be hired in the following areas: national marine conservation area management, management planning, or any position with responsibilities related to visitor experience, ecosystem science, cultural heritage management, human resources, external relations or finances. The training provided shall be sufficient to qualify Inuit trainees for indeterminate positions.

14.4.2 Inuit trainees, if qualified, available, and in possession of a positive performance reviews shall be hired in an indeterminate management position when a relevant position becomes available.

14.4.3 For greater certainty, the trainee positions shall be in addition to any existing summer student programs that currently exist with Canada.

14.4.4 Parks Canada managers who are responsible for that Inuk employee shall develop and implement a career and training plan with that employee and review it annually. The career and training plan shall include, but not be limited to:

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

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

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

- a) providing mentoring programs,
- b) providing instruction in Inuktut,

- c) any mobility constraints or preferences of the employee for the location of the training to be in the Nunavut Settlement Area,
- d) paying tuition or course fees for Inuit staff taking part-time post-secondary courses necessary to progress into positions identified on their training and career plan that have educational requirements they do not possess, and
- e) providing time during working hours for study and course work.

14.4.7 Where Canada or QIA intend to conduct training programs for their own employees in Nunavut, and that training can be opened to non-employees, the Party conducting the training will let the other Parties know, so that arrangements can be made to create opportunities for Inuit who are not employees to participate in such training programs, where it is feasible. Feasibility will depend on factors such as cost, and arrangements dealing with any liability related to the training.

Article 15 - Inuit Economic Opportunities

15.1 Objectives

- 15.1.1 To contribute towards the fulfilment of Canada's obligations under Article 8 and Article 24 of the *Nunavut Agreement*.
- 15.1.2 To provide reasonable support and assistance to Inuit firms in accordance with this Article to enable them to compete for government contracts with respect to Tallurutiup Imanga NMCA.

15.2 Contract Management – Inuit Rights

- 15.2.1 If a contract with respect to Tallurutiup Imanga NMCA is to be awarded by Canada, Canada shall act in accordance with the *Nunavut Agreement*, including without limitation, sections 8.4.8, 24.4.2, 24.5.1 and 24.7.1, and the *Nunavut Agreement-specific policy*. In the event that the *Nunavut Agreement specific policy* is not approved by the federal Treasury Board within six months of the Effective Date, the Parties shall negotiate additional provisions to amend this Agreement as the Parties consider appropriate to provide for Inuit contracting rights and benefits.
- 15.2.2 Canada shall provide notice of contract opportunities with respect to Tallurutiup Imanga NMCA to Inuit Firms listed in the Inuit Firm Registry that provide the type of service to be contracted.
- 15.2.3 Canada shall provide information on an annual basis to Inuit Firms in the Qikiqtani region to assist them in understanding Canada's contracting processes.

15.3 Business Opportunities and Ventures – QIA Right of First Refusal

- 15.3.1 In accordance with section 8.4.9 of the *Nunavut Agreement*, QIA shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Tallurutiup Imanga NMCA.
- 15.3.2 Canada shall provide the right of first refusal for such business opportunities and ventures described in subsection 15.3.1 in accordance with the procedure set forth below:
 - a) where Canada intends to contract out such a business opportunity or venture it shall notify QIA in writing;
 - b) Canada's notice shall state a reasonable date for response from QIA, which shall not be less than 45 days from the date of initial written notice;

- c) in accordance with section 8.4.9 of the *Nunavut Agreement*, Canada shall, upon request, make available to QIA all reports and other materials in its possession relevant to the analysis of the economic feasibility of the business opportunity and venture; and
- d) if QIA submits a reasonable response within the stated response time that conforms in all material respect to the contract requirements, Canada shall enter into a contract with QIA for the business opportunity or venture.

15.4 Parks Canada Business Licences for Tallurutiup Imanga NMCA

- 15.4.1 If an applicant for a Parks Canada business licence with respect to Tallurutiup Imanga NMCA is not an Inuit Firm, Parks Canada shall request that the application be made by a joint venture with an Inuit Firm.
- 15.4.2 Parks Canada shall, in issuing a Parks Canada business licence with respect to Tallurutiup Imanga NMCA, consider and set out terms and conditions regarding training and employment of Inuit and contracting with Inuit Firms.
- 15.4.3 The obligations set out in sections 15.4.1 and 15.4.2 with respect to Parks Canada business licences will only be in effect at such time as there are regulations pursuant to the *Canada National Marine Conservations Areas Act* that provide for Parks Canada to issue such licences. Until then Parks Canada shall issue business licences to applicants in accordance with sections 15.4.1 and 15.4.2 on a voluntary basis.

15.5 Limited Entry

- 15.5.1 If Parks Canada or QIA proposes that the number of Tallurutiup Imanga NMCA business licences to carry on a particular kind of business in Tallurutiup Imanga NMCA should be limited, it shall first bring the matter to the Aulattiqatigiit Board for consideration.
- 15.5.2 If Parks Canada limits the number of Tallurutiup Imanga NMCA business licences to carry on a particular kind of business in Tallurutiup Imanga NMCA, then Inuit Firms shall be guaranteed at least a 60% share of that limited number of Tallurutiup Imanga NMCA business licences.
- 15.5.3 If the percentage of business licences for non-Inuit Firms is fully subscribed, and the 60% share of business licences for Inuit Firms is not fully subscribed, an application by a non-Inuit Firm for a new business licence will be brought to the Aulattiqatigiit Board for consideration and recommendation on whether to issue a business licence.

15.6 Annual Review

- 15.6.1 As part of the annual review pursuant to section 19.2 of this Agreement, Aulattiqatigiit Board members representing Canada shall annually report to QIA all relevant information on contracts issued, subject to laws of general application in respect of confidentiality and personal privacy.

Article 16 - Exploring Fisheries Potential

16.1 Objectives

- 16.1.1 To recognize that fishing and the harvest of wildlife is central to Inuit culture, and community well-being, and may contribute to a conservation economy.
- 16.1.2 To recognize that an understanding of the marine ecosystem, including fish population, distribution and abundance is a necessary component of management planning for the Tallurutiup Imanga NMCA in accordance with the *Canada National Marine Conservation Areas Act* and that such information is necessary to explore the potential for sustainable commercial fishery development.
- 16.1.3 To outline an approach to explore the potential for new fishing opportunities within or adjacent to Tallurutiup Imanga NMCA if compatible and consistent with Tallurutiup Imanga NMCA management planning, Department of Fisheries and Oceans management objectives, and principles of conservation.
- 16.1.4 To support collaboration between the Department of Fisheries and Oceans, QIA, institutions of Public Government, the Government of Nunavut and other organizations such as HTOs and industry for a coordinated approach to understanding the marine ecosystem including fish population, distribution and abundance and the exploration of the potential for sustainable fishing opportunities.

16.2 Fisheries Management

- 16.2.1 Fisheries, including fishing activities, within and adjacent to Tallurutiup Imanga will continue to be managed in accordance with the *Nunavut Agreement* and laws of general application.

16.3 Tallurutiup Imanga Fisheries Collaboration and Information Exchange

- 16.3.1 During the first three years of implementation of this Agreement, Department of Fisheries and Oceans shall coordinate, with the support of QIA, a community inshore fisheries engagement workshop in one of the Tallurutiup Imanga NMCA Communities with representatives from the five Tallurutiup Imanga NMCA Communities, other co-management organizations and the Government of Nunavut. Department of Fisheries and Oceans shall invite members of the fishing industry and, where appropriate, academics who contribute to the eastern Arctic fisheries management body of knowledge, to participate in this workshop.

The workshop will provide for:

- a) presentations by Department of Fisheries and Oceans and other organizations as appropriate on existing knowledge of inshore fisheries science, research, assessments and knowledge gaps for areas adjacent to the Tallurutiup Imanga NMCA Communities;
 - b) an opportunity for community members to share and map Inuit knowledge of the marine ecosystem, including related fish information, harvesting and resource use;
 - c) an assessment of community priorities for opportunities to develop inshore commercial fisheries;
 - d) a presentation of both the steps necessary to establish an inshore commercial fishery pursuant to Department of Fisheries and Oceans policy and the supports available from Department of Fisheries and Oceans;
 - e) opportunities for presentations by co-management organizations and other relevant organizations on the types of support available that the organization may offer to communities to explore fisheries potential, and if authorized, to conduct the fishery; and
 - f) Department of Fisheries and Oceans presentation on contribution funding available to eligible Inuit organizations pursuant to subsection 16.4.4.
- 16.3.2 Department of Fisheries and Oceans and QIA shall co-draft a 'what we heard' summary document of the workshop to be shared with workshop participants, the Aulattiqatigiit Board and Tallurutiup Imanga NMCA communities.
- 16.3.3 Department of Fisheries and Oceans shall provide an annual information update on fisheries within Tallurutiup Imanga NMCA to the Aulattiqatigiit Board.
- 16.3.4 Annually, the Aulattiqatigiit Board shall invite the HTOs to provide an update on any fishery development activity within their communities.

16.4 Fisheries and Marine Planning in Tallurutiup Imanga NMCA

- 16.4.1 Further to the results of the community inshore fisheries engagement workshop, and relying on this information, Department of Fisheries and Oceans shall prepare an options paper outlining the options for potential next steps for further consideration or exploration of fisheries potential within and adjacent to Tallurutiup Imanga NMCA. The options paper will be provided to the Aulattiqatigiit Board, workshop participants and Tallurutiup Imanga NMCA

communities. After review of the options paper, the Aulattiqatigiit Board may develop recommendations on whether to advance fisheries development within or adjacent to Tallurutiup Imanga NMCA.

- 16.4.2 As part of the work of the management planning team referred to in paragraph 7.3.3a) of this Agreement, a marine spatial planning exercise will inform the development of Management Plans for Tallurutiup Imanga NMCA. This may include recommendations with respect to where any future potential fishery activity may be compatible with the management objectives for the Tallurutiup Imanga NMCA.
- 16.4.3 Taking into account the Department of Fisheries and Oceans options paper and recommendations of the Aulattiqatigiit Board, QIA may develop a QIA fisheries strategy consistent with any recommendations of the Aulattiqatigiit Board. QIA may apply for contributions funds pursuant to subsection 16.4.4 for the development of a fisheries strategy.
- 16.4.4 To support development of, and participation in, the community inshore fisheries engagement workshop, as well as participation in marine spatial planning efforts associated with management planning, next steps arising out of the options paper, or the advancement of work related to the exploration of fisheries development, Department of Fisheries and Oceans will provide contribution funding to eligible Inuit organizations who apply for such funding where the total contributions provided in a given year do not exceed amounts identified in Article 18. The annual available contribution funding amounts from Department of Fisheries and Oceans are identified in Article 18 of this Agreement. Department of Fisheries and Oceans shall provide the Aulattiqatigiit Board with an annual report on the disbursement of contribution funds under this subsection.

Article 17 - Tuvaijuittuq

17.1 Objectives

- 17.1.1 To recognize that the Government of Canada ratified the 1992 United Nations Convention on Biological Diversity and has developed a national biodiversity strategy that commits Canada to conserving at least 10 percent of Canada's marine and coastal areas by 2020.
- 17.1.2 To recognize that the area known as Tuvaijuittuq or the High Arctic Basin is a globally, nationally and regionally unique and significant area due to the presence of multi-year pack ice that provides unique habitat for ice dependent and culturally significant species as it is where the summer sea ice is expected to last the longest in view of a changing climate.
- 17.1.3 To recognize that the Parties have confirmed their shared interest in addressing the protection of this area; and to that end have established a non-binding process to guide the work leading to the potential protection of this area set out in the *MOU*.
- 17.1.4 To recognize that Articles 8 and 9 of the *Nunavut Agreement* outline the circumstances where the negotiation and conclusion of an IIBA are required prior to the establishment of a National Marine Conservation Area or Conservation Area, and that this Agreement, in accordance with the terms set out in this Article, constitutes the IIBA required for the establishment of a National Marine Conservation Area, Marine Protected Area or Conservation Area that may be established in Tuvaijuittuq, in whole or in part in the Nunavut Settlement Area.

17.2 General

- 17.2.1 If an area within Tuvaijuittuq is designated, with QIA's support, in whole or in part in the Nunavut Settlement Area for protection as a National Marine Conservation Area, Marine Protected Area or Conservation Area, this Agreement constitutes the IIBA required under Article 8 or 9 of the *Nunavut Agreement* and addresses any detrimental impacts on Inuit and confers benefits on Inuit either on a Nunavut wide, regional or local basis, for seven years from the Effective Date of this Agreement, and for an additional period of up to two years as provided for in Article 19, or until replaced by funding from a successor IIBA. For greater certainty, this section does not preclude commitments or agreements related to the implementation of the *MOU*.
- 17.2.2 Should a Marine Protected Area be designated by order or regulation under the *Oceans Act* within Tuvaijuittuq, in whole or in part in the Nunavut Settlement Area, and if that order or regulation is subsequently repealed and not replaced by

a successor Marine Protected Area, and that the Marine Protected Area is therefore disestablished during the term of this Agreement, this Agreement shall cease to apply to the Marine Protected Area at the time of the repeal.

- 17.2.3 For greater certainty, the establishment of a Marine Protected Area, Conservation Area or National Marine Conservation Area in Tuvaijuittuq does not constitute an expansion of Tallurutiup Imanga NMCA pursuant to section 4.4 of this Agreement.
- 17.2.4 For greater certainty, if establishment of a Marine Protected Area or National Marine Conservation Area in Tuvaijuittuq exceeds the size of the study area identified in Appendix 2 of this Agreement, and is in whole or in part in the Nunavut Settlement Area, the Parties shall negotiate amendments to this Agreement or a new IIBA as appropriate.

17.3 Application of this Agreement to a Marine Protected Area or a National Marine Conservation Area

- 17.3.1 If a National Marine Conservation Area is established within Tuvaijuittuq, in whole or in part in the Nunavut Settlement Area, all Articles of this Agreement are applicable to the National Marine Conservation Area with appropriate modification to read so as to apply to Tuvaijuittuq.
- 17.3.2 If a Marine Protected Area is established in Tuvaijuittuq by order or regulation under the *Oceans Act*, in whole or in part in the Nunavut Settlement Area, the following Articles are applicable to that Marine Protected Area with appropriate modification to read so as to apply to Tuvaijuittuq: Article 2 (as applicable), Article 3, Article 6, Article 9, Article 18 (as applicable), Article 19 (as applicable) and Article 20. For greater certainty, Article 13 of this Agreement may be amended on mutually agreeable terms as it relates to Inuit participation in research and monitoring that can be accommodated within benefit levels provided for in Article 18. The foregoing does not preclude and shall not affect the ability of QIA to enter into separate agreements with Canada in respect of any matter or participate in any program that may be offered by Canada.
- 17.3.3 If a Marine Protected Area is established in Tuvaijuittuq, in whole or in part in the Nunavut Settlement Area, the Aulattiqatigiit Board will be the joint Inuit and Canada management board established through this Agreement in accordance with section 8.4.11 of the *Nunavut Agreement* for such Marine Protected Area. The provisions of subsections 17.3.4 to 17.3.6 of this Article shall apply to such Marine Protected Area in place of section 5.7 of this Agreement.
- 17.3.4 To address the management of a Marine Protected Area designated in whole or in part in the Nunavut Settlement Area, once established, the Aulattiqatigiit Board roles and responsibilities for Tuvaijuittuq are the following:

- a) the review of a management plan;
 - b) consideration of procedures in advance for dealing with possible emergencies concerning public safety and security and threats to the natural resources and ecological features;
 - c) development of recommendations with respect to the continuity of Inuit uses of the area, protection of sites of special and spiritual-cultural significance to Inuit, and renewable resource harvesting including wildlife harvesting;
 - d) development of recommendations to the Nunavut Wildlife Management Board, other Institutions of Public Government and other agencies, as it deems appropriate, on matters related to the Marine Protected Area; and
 - e) development of recommendations to the Parties regarding agreements of the Parties with Institutions of Public Government on all matters related to the management of the Marine Protected Area.
- 17.3.5 For greater certainty, the Aulattiqatigiit Board's roles and responsibilities set out in subsection 17.3.4 are limited to matters affecting the management of the Marine Protected Area, once it is established, and for the duration of this Agreement.
- 17.3.6 Nothing in this Agreement shall preclude any Party from taking appropriate action or any action that may be required by law or in the case of an emergency. The Party taking the action shall inform the Aulattiqatigiit Board of the action taken as soon as possible.
- 17.3.7 At any time after 6 months of the designation of the Marine Protected Area, the Parties may, upon request of either Party, review subsections 17.3.2 to 17.3.6 of this Article and agree to any necessary adjustments to the role of the Aulattiqatigiit Board as it relates to the management of the Marine Protected Area designated. The role of the Aulattiqatigiit Board as it relates to such Marine Protected Area solely pertains to the management of the Marine Protected Area during the duration of this Agreement, or until modified by a successor IIBA. For greater certainty, this review is limited to the roles of the Aulattiqatigiit Board and does not constitute a renegotiation of the benefits and detriments or other aspects of this Agreement. The Parties may also, upon request of either Party, identify an alternative governance structure in accordance with section 8.4.11 of the *Nunavut Agreement* and make mutually agreeable amendments to this Agreement that can be accommodated within benefit levels provided for in Article 18.
- 17.3.8 For greater certainty, Inuit rights, including those relating to wildlife harvesting, shall continue to apply in any Marine Protected Area, or National Marine Conservation Area that may be established in Tuvaijuittuq, in whole or in part in

the Nunavut Settlement Area, in accordance with the terms of the *Nunavut Agreement*, and the exercise thereof may be carried out in accordance with the *Nunavut Agreement* and applicable laws of general application.

- 17.3.9 All relevant details of emergency, illegal or accidental death or injury to wildlife within any Marine Protected Area or National Marine Conservation Area that may be established in Tuvaijuittuq that becomes known to any one of the Parties shall be investigated and reported to the Aulattiqatigiit Board. Department of Fisheries and Oceans or Parks Canada, as appropriate, shall also ensure that such incident is reported to all appropriate authorities in compliance with applicable law, and shall notify the Nunavut Wildlife Management Board to facilitate the disposal of valuable parts pursuant to section 5.6.55 of the *Nunavut Agreement*.
- 17.3.10 Subsections 8.6.5 and 8.6.6 of this Agreement shall apply to any Marine Protected Area, or National Marine Conservation Area that may be established in Tuvaijuittuq.

Article 18 - IIBA Implementation

18.1 Objectives

- 18.1.1 To provide for the full, effective and cooperative implementation of this Agreement.
- 18.1.2 To provide for transfer payments to QIA to be allocated for Inuit benefits.

18.2 Implementation

- 18.2.1 Implementation of this Agreement 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 in accordance with subsection 18.3.2.

18.3 Implementation Plan

- 18.3.1 The parties shall develop and agree upon an Implementation Plan Template to assist the parties with the implementation of this Agreement. The Implementation Plan Template is attached as Appendix 3 of this Agreement and may be modified or amended at any time as agreed by the Parties.
- 18.3.2 An Implementation Plan based on the Implementation Plan Template shall be developed within the first six months of the Effective Date, and shall address the implementation of this Agreement from the Effective Date to the end of the term of this Agreement. The Implementation Plan shall be reviewed annually by the Parties and shall be amended or modified as needed.

18.4 Implementation Funding

- 18.4.1 Subject to subsection 3.2.8, Parks Canada funds for 2019/2020 shall be transferred within the following timelines and based on the Implementation Funding Profile Table in section 18.5.
 - a) Within 45 days of the Effective Date payments through two grants; and
 - b) Within 45 days of the Effective Date payments through one contribution.
- 18.4.2 Payment of funds during the term of this Agreement shall be facilitated by the negotiation of two grant agreements and one contribution agreement between Parks Canada and QIA for the entire term of this Agreement to cover Parks Canada budget items outlined in the Implementation Funding Profile Table in section 18.5. The grant agreements, necessary for payments of funds in 2019/2020, shall be

finalized within 30 days of the Effective Date and the contribution agreement, necessary for payments of funds in 2019/2020, shall be finalized within 30 days of the Effective Date.

18.4.3 The Parks Canada contribution agreement shall provide that budgeted funds may be adjusted between budget items within each year described in the Implementation Funding Profile Table:

a) up to ten percent, or

b) over ten percent if Parks Canada approves the adjustment,

so long as the total of all the budget items for the year remains the same.

18.4.4 Parks Canada contribution agreement funds and grant agreement funds not expended in any given year or at the end of the seventh year of this Agreement shall, if agreed by the Parties, be added to the next year's funding, but the funds for 2025/2026 shall be expended by March 31, 2027.

18.4.5 Subject to the necessary authorities being in place, the funding identified in the Implementation Funding Profile Table set out in section 18.5 as on-going funds shall continue at the levels set out in the table following expiry of the seven-year term of this Agreement for a period of two years or until replaced by funding pursuant to a successor agreement.

18.4.6 Subject to the necessary authorities being in place, if a successor agreement is not in place at the expiry of the seven year term, on-going funds paid and not expended in year seven or eight shall, if agreed by the Parties, be added to the payments for year eight or nine respectively. Subject to the necessary authorities, unexpended funds in any year may be transferred to the successor year if agreed by the Parties.

18.4.7 Subject to subsection 3.2.8, the Government of Canada shall provide the total amount of \$54,830,000 for the benefits set out in this Agreement, which will be transferred based on the Implementation Funding Profile Table set out in section 18.5 and the associated grant agreements and contribution agreements.

18.4.8 Where new authorities are required as identified in subsections 18.4.4 to 18.4.6, Parks Canada shall seek the authorities necessary in a timely manner.

18.5 Implementation Funding Profile Table (in \$CAD)

| Budget Item | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | TOTAL | Ongoing Year 8 | Ongoing Year 9 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|----------------|----------------|
| Inuit Stewardship Program Seed Fund (Named Grant pursuant to subsection 9.2.1) | 2,927,088 | 2,400,000 | 3,100,000 | 3,600,000 | 2,100,000 | 2,100,000 | 1,600,000 | 17,827,088 | 0 | 0 |
| Inuit Stewardship Operating (Contribution agreement pursuant to subsection 9.2.1) | 722,442 | 1,905,725 | 2,978,861 | 3,433,171 | 4,261,868 | 4,735,408 | 3,192,938 | 21,230,412 | 4,000,000 | 4,000,000 |
| On the Land Program (Contribution agreement pursuant to subsection 9.6.1) | 176,757 | 292,328 | 503,076 | 591,454 | 734,219 | 815,799 | 543,866 | 3,657,500 | 0 | 0 |
| Cooperative Management Board: Aulattiqatigiit Board and IMAQ (contribution agreement pursuant to subsection 5.5.1 for AB, and subsection 6.5.1 for IMAQ) | 400,000 | 691,666 | 691,666 | 691,667 | 691,667 | 691,667 | 691,667 | 4,550,000 | 650,000 | 650,000 |
| HTO Capacity (Contribution agreement pursuant to subsection 5.11.1) | 272,500 | 272,500 | 272,500 | 272,500 | 272,500 | 272,500 | 272,500 | 1,907,500 | 0 | 0 |
| Inuit Research and Monitoring Fund Grant (pursuant to subsection 13.6.1) | 0 | 1,000,000 | 1,000,000 | 0 | 1,657,500 | 0 | 0 | 3,657,500 | 0 | 0 |
| Exploring Commercial Fishery Potential -Contribution funding for eligible Inuit organizations (pursuant to subsection 16.4.4) | 200,000 | 300,000 | 400,000 | 400,000 | 400,000 | 300,000 | | 2,000,000 | 0 | 0 |

Article 19 - Review and Renegotiation

19.1 Objectives

- 19.1.1 To provide for periodic reviews of the implementation of the Agreement to ensure that the obligations of the Parties set out in this Agreement are being met;
- 19.1.2 To provide for the review of the Implementation Plan to ensure that the principles, purposes and obligations of this Agreement are being met; and
- 19.1.3 To provide for periodic re-negotiation of this Agreement.

19.2 Annual Reviews

- 19.2.1 The Parties shall meet in or about March of each year, commencing on the first anniversary after the signing of this Agreement, for an annual review of the implementation of this Agreement. They shall:
 - a) review the annual implementation report prepared by the OC pursuant to paragraph 5.10.4b) for the past year, and assess the Parties' performance against the Parties' respective obligations, and available funding;
 - b) review and consider milestones for determining whether the objectives of this Agreement are being achieved to include in the annual summary report;
 - c) prepare an annual summary report of the results of that year's annual review; and
 - d) consider any other matter which will assist with the effective implementation of this Agreement.
- 19.2.2 In performing the review under subsection 19.2.1, the Parties may seek information and advice from the Aulattiqatigiit Board or other persons or bodies involved in the implementation of this Agreement.

19.3 Three Year Review of section 5.4

- 19.3.1 The Parties will meet within three years of the Effective Date of this Agreement to consider if the Aulattiqatigiit Board consensus process set out in section 5.8 is operating successfully so that the management of Tallurutiup Imanga NMCA is progressing without regular reference to the applicable process where consensus cannot be reached. If one or more Parties is of the view that there has been regular reference to the applicable process where consensus has not been reached, the

Parties shall in good faith consider possible amendments to Article 5 of this Agreement.

19.4 Year Five Review

19.4.1 Unless the Parties agree otherwise, five years after the Effective Date of this Agreement, the Parties shall:

- a) contract for an independent evaluation of this Agreement to determine whether the objectives and commitments of this Agreement are being achieved; and
- b) share the cost of the evaluation equally.

19.4.2 If the Parties agree, instead of contracting for an independent evaluation of this Agreement, the Parties shall conduct a joint review of this Agreement to determine whether the objectives and commitments of this Agreement are being achieved.

19.4.3 A review under subsection 19.4.1 or subsection 19.4.2 will include consideration of the annual implementation reports prepared by the OC pursuant to paragraph 5.10.4b) and the summary reports of the Parties referred to in paragraph 19.2.1c). A report shall be prepared presenting results following the review and evaluation pursuant to subsection 19.4.1 or subsection 19.4.2.

19.4.4 Canada shall pay the cost of a joint review.

19.5 Renegotiation of the IIBA

19.5.1 Notwithstanding subsection 3.3.2, this Agreement shall continue until it is terminated by written consent of the Parties or until it is replaced by a successor Agreement.

19.5.2 Unless otherwise agreed by the Parties, the Parties must negotiate a successor IIBA every seven years and shall commence negotiation of a successor Agreement no later than two years prior to the expiry of each IIBA.

19.5.3 The Parties shall review the annual implementation reports prepared by the OC pursuant to paragraph 5.10.4b), and annual summary reports referred to in paragraph 19.2.1b), among other information sources, when considering the renegotiation or amendment of this Agreement.

19.5.4 The Parties shall consider issues and opportunities raised by a review conducted under section 19.4, and the report required under subsection 19.4.3 during the renegotiation of this Agreement under section 19.5.

19.5.5 The funding identified in the table described in Article 18 as on-going funds shall continue at the levels set out in the table in accordance with Article 18 following expiry of the seven-year term of this Agreement for a period of two years or until replaced by funding pursuant to a successor Agreement.

Article 20 - Dispute Resolution

20.1 Objectives

- 20.1.1 To provide for a timely, efficient, cost-effective and productive dispute resolution process.
- 20.1.2 To protect and strengthen the relationship between the Parties.

20.2 Application of Dispute Resolution Process

- 20.2.1 Any disagreement arising between the Parties concerning the interpretation of this Agreement, or any alleged or anticipated breach of this Agreement, will be considered a dispute between the Parties (“Dispute”) and will be addressed in accordance with the provisions in this Article.

20.3 Dispute Resolution Process

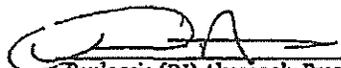
- 20.3.1 In the event that a Dispute arises between the Parties, any Party may give written notice to the other Party, describing the details of the Dispute and any proposed remedy or resolution (“Notice of Dispute”).
- 20.3.2 Senior representatives chosen by each Party will meet to attempt in good faith to negotiate a resolution of the Dispute, and each Party may, at its sole discretion and as it deems appropriate, confer with others who may assist in bringing new perspectives to the issue including Inuit elders, community members, or other respected individuals with expertise to bring to the matter.
- 20.3.3 Within 90 days after receipt by a Party of a Notice of Dispute or within such other period of time as may be mutually agreed to, if the Dispute has not been resolved through the efforts described in subsection 20.3.2, either Party may refer the Dispute to arbitration in accordance with subsections 20.3.4 to 20.3.9. Alternatively, either Party may refer the Dispute to a court of competent jurisdiction once the attempt to resolve the Dispute in subsection 20.3.2 has taken place and the Dispute has not been resolved, and in such case, nothing in this Article shall limit the legal remedies of the Parties.
- 20.3.4 The Parties will agree on the appointment of a single arbitrator for the Dispute. If the Parties are unable to agree on an arbitrator, the arbitrator will be selected by a superior court of competent jurisdiction from a list comprised of at most two candidates put forward by each Party. Unless otherwise agreed, the place of arbitration shall be Iqaluit, Nunavut.
- 20.3.5 Unless otherwise agreed, the arbitration will be conducted in accordance with the *Commercial Arbitration Act*, R.S.C. 1985, c.17 (2nd Supp.).

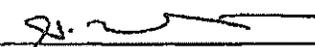
- 20.3.6 No arbitrator may consider or rule on the validity of this Agreement or alter, amend, delete, add to or substitute any provision of this Agreement in any manner.
- 20.3.7 The arbitrator will have no authority to make any order that has the effect of limiting the lawful jurisdiction, authority or legal obligations of either Party.
- 20.3.8 In accordance with the *Commercial Arbitration Act*, R.S.C. 1985, c.17 (2nd Supp.), a decision or order of an arbitrator will be final and binding on the Parties and may be recognized and enforced by a competent Court.
- 20.3.9 Unless the arbitrator decides otherwise, the Parties will each bear their own costs and pay equally all other costs of the arbitration.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the 1st day of August, 2019.

ON BEHALF OF THE INUIT OF THE QIKIQTANI REGION OF NUNAVUT:

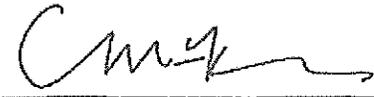
For Qildqtani Inuit Association:

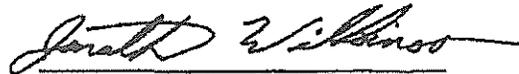

Pauloosie (PJ) Akeegok, President

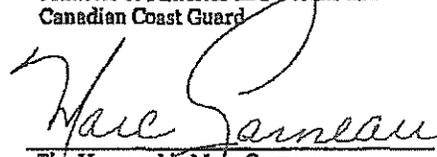

Jeremiah Groves, Executive Director

ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

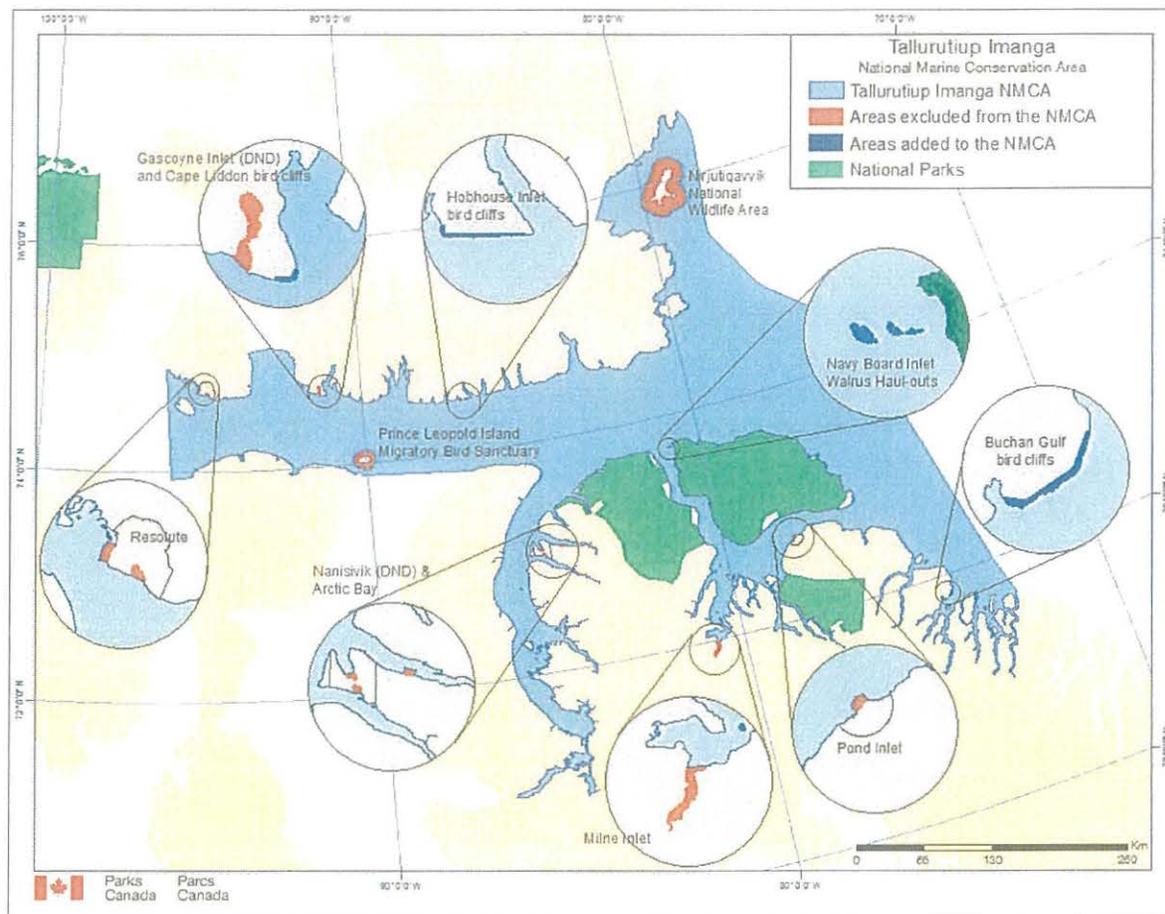
For the Government of Canada:


The Honourable Catherine McKenna,
Minister of the Environment and Climate Change and the Minister Responsible for the Parks Canada Agency

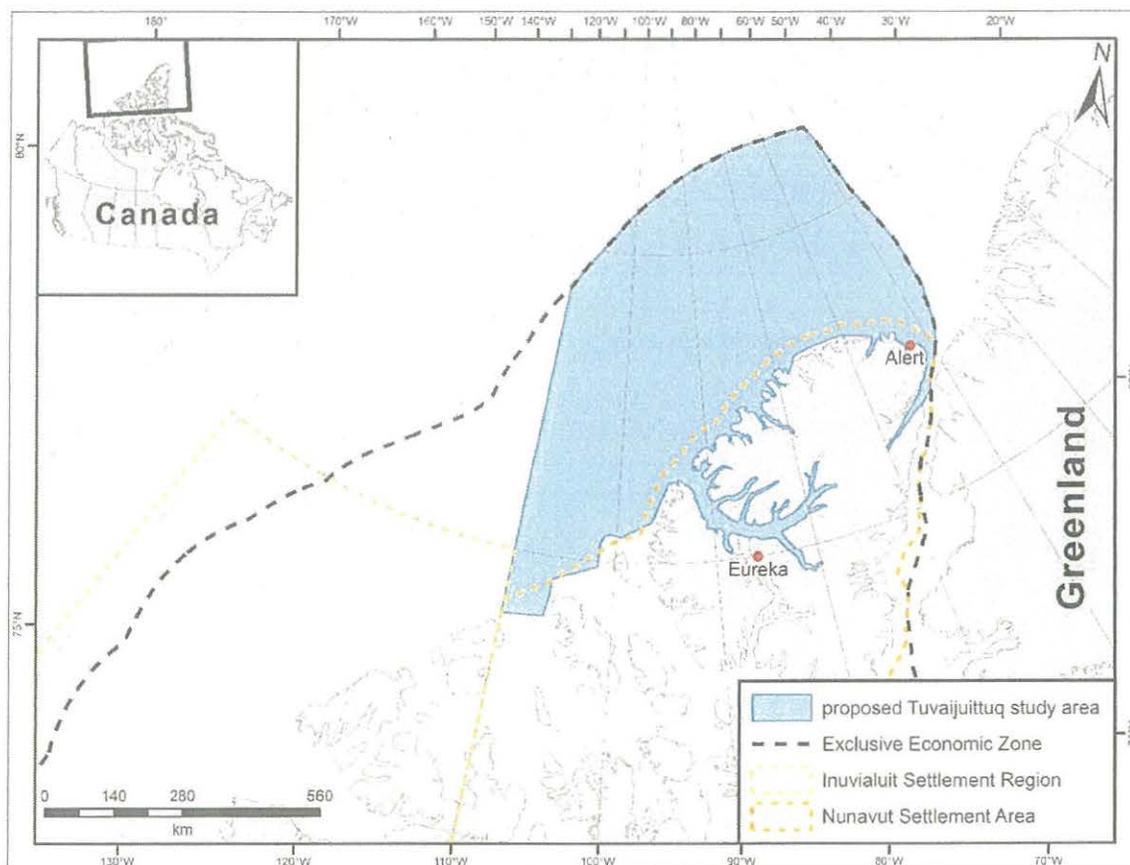

The Honourable Jonathan Willdnson,
Minister of Fisheries and Oceans and Canadian Coast Guard


The Honourable Marc Garneau,
Minister of Transport

Appendix 1: Map of Tallurutiup Imanga National Marine Conservation Area



Appendix 2: Map of Tuvaijuittuq Study Area



Appendix 3: Implementation Plan Template

Tallurutiup Imanga National Marine Conservation Area Inuit Impact and Benefit Agreement Implementation Plan Template

[YEAR]

Date Created: _____

Date Reviewed/Updated: _____

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Introduction

To describe the implementation plan for the Tallurutiup Imanga National Marine Conservation Area Inuit and Impact Benefit Agreement.

Administration

To outline the process for reviewing and updating the implementation plan on an annual basis.

Article X [Title]

Outcomes:

To outline the desired outcomes from implementing this Article. Should be measurable and tied to Article Objectives. Aulattiqatigiit Board may decide to only use some of the Article objectives here for performance measurement purposes.

Outline the expected outcomes for this Article:

- [Objective 1]

- [Objective 2]

-...

Key Implementation Milestones:

Outline key milestones to be achieved during implementation. E.g., establishment of boards and committees, completion of management plan, establishment of a new program, etc.

| Ref # | IIBA Section | Milestone | Target Completion Date | Responsibility | | | | |
|-------|--------------|-----------|------------------------|----------------|-------|--------|--------|-------|
| | | | | *QIA | **PCA | ***DFO | ****TC | Other |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

*Qikiqtani Inuit Association; **Parks Canada Agency; ***Department of Fisheries and Oceans; ****Transport Canada

Annual IIBA Implementation Action Plan

[This section would be completed/updated by the Aulattiqatigiit Board on an annual basis during the development of an Annual Plan (IIBA paragraph 5.3.1(i)). The action plan will list the activities required to achieve the relevant milestones, as well as other implementation activities within the Article, and will help set the workplan and budget for the following year.]

| Ref # | IIBA section | Activity | Target Start Date | Target Completion Date | Output(s) | Planned Budget | Responsibility | | | | |
|-------|--------------|----------|-------------------|------------------------|-----------|----------------|----------------|-----|-----|----|-------|
| | | | | | | | QIA | PCA | DFO | TC | Other |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Monitoring and Evaluation:

[Developed for the duration of implementation. Used to inform the monitoring and review of the implementation of this Agreement. Will ensure that Parties have the relevant data to conduct a thorough review.]

| Outcome | Performance Indicator | Performance Monitoring Plan | |
|---------|-----------------------|-----------------------------|-------------|
| | | Data Source | Methodology |
| | | | |
| | | | |
| | | | |

Appendices of the Implementation Plan

Appendix 1: List of Definitions

Appendix 2: Implementation Schedule (Global Gantt Chart of key implementation milestones only. Developed for duration of IIBA)

Appendix 3: Annual Budget (Developed annually during drafting on Annual Plan)