

**AN INUIT IMPACT AND BENEFIT AGREEMENT
for
UKKUSIKSALIK NATIONAL PARK OF CANADA**

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**AN INUIT IMPACT AND BENEFIT AGREEMENT
for
UKKUSIKSALIK NATIONAL PARK OF CANADA**

BETWEEN

THE KIVALLIQ INUIT ASSOCIATION, a society incorporated under the laws of Nunavut and the Designated Inuit Organization under Article 39 of the *Nunavut Land Claims Agreement* for purposes of this Agreement (KIA);

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Canadian Heritage, (Canada);

AND

THE GOVERNMENT OF NUNAVUT, as represented by the Minister of Sustainable Development (Nunavut).

WHEREAS the Ukkusiksalik National Park area has traditionally been used by Inuit and forms a vital cultural, historical and natural component of the heritage of Inuit and all Canadians;

AND WHEREAS the Ukkusiksalik National Park area is a natural area of Canadian significance and an excellent representation of the central tundra, Natural Region 16;

AND WHEREAS the Parties agreed in the *Nunavut Land Claims Agreement*, which was ratified by Inuit and subsequently approved and given effect by Parliament through the *Nunavut Land Claims Agreement Act*, to the desirability of establishing national parks in natural regions located within the Nunavut Territory;

AND WHEREAS the Minister of Canadian Heritage is responsible before Parliament for the administration, management and control of the national parks of Canada under the authority of the *Department of Canadian Heritage Act*, the *National Parks Act*, and the *Parks Canada Agency Act*;

AND WHEREAS the Ukkusiksalik National Park area lies within the Kivalliq region of the Nunavut Territory;

AND WHEREAS the Kivalliq Inuit Association is the Designated Inuit Organization which has negotiated this Agreement on behalf of all Inuit and especially those of the Kivalliq region;

AND WHEREAS the Parties now wish to establish a national park in the Ukkusiksalik area;

AND WHEREAS the Parties have negotiated this Inuit Impact and Benefit Agreement to address matters connected with the Ukkusiksalik National Park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit;

AND WHEREAS the Parties acknowledge the importance of Inuit traditional knowledge of the Ukkusiksalik National Park area and are committed to its use in Park management and planning;

AND WHEREAS this Agreement outlines the cooperative relationship the Parties wish to create for the management of Ukkusiksalik National Park.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

A term or phrase that is defined in the *Nunavut Land Claims Agreement* has the same meaning in this Agreement.

In this Agreement,

“Affected Communities” mean the communities of Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet and Repulse Bay;

“Agreement” means this entire Inuit Impact and Benefit Agreement, including its Schedules;

“Carving Stone” has the meaning set out in Article 1 of the *Nunavut Land Claims Agreement*;

“Consultation” means that wherever in this Agreement, reference is made to a requirement to Consult or for Consultation that requirement shall be met

- 1) by providing the party to be consulted,
 - II. Notice of the matter in sufficient form and detail to allow the party to prepare its views on the matter;
 - 1) a reasonable period of time for the party to prepare those views;
 - III. an opportunity to present those views to the party having the power or duty to consult; and

3.1. by considering fully and impartially any views so presented;

“Designated Inuit Organization” for the purposes of this Agreement, means the Kivalliq Inuit Association;

“Existing Business” means Sila Lodge Limited, a company incorporated under the laws of Nunavut on September 15, 1986;

“Inuit Firm” has the meaning set out in section 24.1.1 of the NLCA;

“Keewatin Wildlife Federation” means the society registered under that name pursuant to the *Societies Act* of Nunavut which acts as the Regional Wildlife Organization for the Kivalliq region in accordance with Article 5 of the *Nunavut Land Claims Agreement*;

“Minister” means the Minister responsible for national parks or the Minister’s designate;

“Non-Inuit Business” includes an individual, sole proprietorship, partnership, cooperative, limited company, corporation or other form of business enterprise that is not owned or controlled by Inuit;

“Nunavut Field Unit Staff” means Parks Canada employees in the Nunavut Field Unit with responsibilities for the Park;

“*Nunavut Land Claims Agreement*” or “NLCA” means the comprehensive land claims agreement entitled *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada*, signed in Iqaluit, Nunavut on May 25, 1993 and ratified by a vote of the Inuit of the Nunavut Settlement Area and by the *Nunavut Land Claims Agreement Act*.

“Outpost Camp” has the meaning set out in section 7.1.1 of the *Nunavut Land Claims Agreement*;

“Park” means Ukkusiksaliq National Park, referred to in section 8.2.5 of the *Nunavut Land Claims Agreement*, the boundaries of which are described in Part 2.3 of this Agreement;

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

“Park Lands” means all lands enclosed by the boundaries set out in Part 2.3 including the submerged land under the waters of Wager Bay and where the lands submerged are adjacent to Inuit Owned Lands, those lands that extend to the ordinary high water mark;

“Park Management Plan” means a management plan for the Park required under section 8.4.13 of the *Nunavut Land Claims Agreement* and section 5 of the *National Parks Act*;

“Park Staff” means Parks Canada employees with responsibilities specifically for the Park;

“Parks Canada Inuit Employment Plan” means the plan required by section 23.4.1 of the NLCA;

“Party” means, for the purposes of this Agreement, the Inuit of the Nunavut Settlement Area, as represented by the Kivalliq Inuit Association, or Her Majesty the Queen in Right of Canada, as represented by the Minister of Canadian Heritage, or the Government of Nunavut, as represented by the Minister of Sustainable Development;

“Polar bear tag” or “tag” means that portion of a licence issued under the Nunavut *Wildlife Act* which indicates that the holder is authorized to kill a polar bear and includes the metal tag which must be affixed to the hide of a lawfully killed polar bear;

“Superintendent” means the Nunavut Field Unit Superintendent appointed by Parks Canada from time to time;

“Trust” means the Kivalliq National Parks Scholarship Trust;

“Ukkusiksaliq Park Management Committee” or “UPMC” means the Park planning and management committee established and described in Article 5 of this Agreement;

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

- an Inuk as defined in the *NLCA*;
- 1) a researcher;
- II. an employee, volunteer or contractor of Parks Canada acting within the scope of his or her employment or contract; or
- III. an employee or contractor of the Government of Canada acting within the scope of his or her employment or contract and who is engaged in work on behalf of Parks Canada.

ARTICLE 1

PURPOSE AND GENERAL PROVISIONS

1.1 PURPOSE OF INUIT IMPACT AND BENEFIT AGREEMENT

The purpose of this Agreement is:

- 1.1.1 To provide for the establishment of the Ukkusiksalik National Park in a manner consistent with the *Nunavut Land Claims Agreement* and the *National Parks Act*.
- 1.1.2 To ensure that the management of the Park respects and reflects existing Inuit rights and provides for continued Inuit use of the Park and its renewable resources.
- 1.1.3 To provide a framework for cooperative Park management and planning efforts by the Parties.
- 1.1.4 To address and attempt to minimize detrimental impacts of the Park on Inuit and reasonably confer benefits on Inuit as a result of the establishment and ongoing operation of Ukkusiksalik National Park.

1.2 GENERAL PROVISIONS

- 1.2.1 This Agreement is based on the relevant provisions of the *NLCA* and reflects the objectives set out in its Preamble.
- 1.2.2 This Agreement, and any amendments made from time to time, constitute an Inuit Impact and Benefit Agreement as required by section 8.4.4 of the *NLCA*.
- 1.2.3 Recognizing that Canada retains ultimate responsibility for national parks, this Agreement does not limit the Minister's ability to exercise the authority granted to him or her by Parliament.
- 1.2.4 This Agreement is a legally binding contract. It does not form part of the *NLCA* and is not intended to be a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*.
- 1.2.5 If there is any inconsistency or conflict between this Agreement and a memorandum of understanding, or a policy of either Canada or Nunavut that in any way affects the Park or its operation, including a policy referred to in this Agreement, this Agreement prevails to the extent of the inconsistency or conflict.
- 1.2.6 Time is of the essence in the performance of all the provisions of this Agreement.
- 1.2.7 This Agreement enures to the benefit of and binds each Party and its successors and assigns.
- 1.2.8 A Party's failure to enforce a provision of this Agreement does not constitute a waiver of the provision or affect the Party's right to enforce the provision at a later date.
- 1.2.9 This Agreement is governed by the laws of Canada and Nunavut.
- 1.2.10 If any provision of this Agreement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement, and the remainder of this Agreement continues in full force and effect.

1.2.11 In the event that a provision is held to be invalid or unenforceable by a court of competent jurisdiction and is severed from the balance of this Agreement, the Parties shall make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.

1.2.12 All Notices or other communications required or permitted to be given in this Agreement shall, unless otherwise provided for in this Agreement, or by mutual consent of the Parties, be given in writing and delivered by mail, fax or courier to the following persons and addresses:

To KIA:

Executive Director
Kivalliq Inuit Association
P.O. Box 340
Rankin Inlet, NT X0C 0G0

To Canada:

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

To Nunavut:

Deputy Minister
Department of Sustainable Development
Government of Nunavut
P.O. Box 1870
Iqaluit, NT X0A 0H0

or such other address or person that the Parties may advise in writing from time to time.

1.3 INTERPRETATION

1.3.1 The several Articles of this Agreement, including the Schedule(s), which form part of this Agreement, shall be read together and interpreted as one Agreement.

1.3.2 The Recitals and Purpose of this Agreement are intended to assist in the construction and interpretation of this Agreement.

1.3.3 The division of this Agreement into sections and the insertion of captions and headings is intended solely for the convenience of the reader, and shall not affect the scope, intent or interpretation of this Agreement.

1.3.4 Words importing the singular number shall include the plural and the singular and all references to gender shall include the male and female as the context shall require or imply.

1.3.5 There shall be Inuktitut, English and French versions of the Agreement. The English version shall be the authoritative version.

1.4 UNDERTAKING IN FULFILMENT OF OBLIGATIONS

1.4.1 Canada, Nunavut and KIA shall take all steps that are necessary to give full effect to the provisions of this Agreement.

ARTICLE 2

PARK ESTABLISHMENT

2.1 PARK ESTABLISHMENT

- 2.1.1 The Minister shall take such steps as are necessary to add the Park to the Schedule of the *National Parks Act* and to give effect to those provisions of this Agreement that may require legislation.
- 2.1.2 Subject to this Agreement and the *NLCA*, the Park shall be maintained and administered for the purposes set out in, and according to, the *National Parks Act*, the Park Management Plan and national parks policy in effect from time to time.
- 2.1.3 The Park shall be known as Ukkusiksalik National Park.
- 2.1.4 Prior to the establishment of Ukkusiksalik National Park under the authority of the *National Parks Act*, the Department of Indian Affairs and Northern Development shall maintain in force a withdrawal from disposition under the *Territorial Lands Act* to provide interim protection for the lands described in Part 2.3 below and take no action that would unduly diminish the value of the lands for national park purposes.

2.2 PARK PURPOSE STATEMENT

Ukkusiksalik National Park shall be established to:

- 2.2.1 Protect a representative natural area of Canadian significance in the central tundra (Natural Region16) so as to leave it unimpaired for future generations;
- 2.2.2 Provide for the maintenance of vital, healthy, wildlife populations capable of sustaining Inuit harvesting needs;
- 2.2.3 Celebrate the special historical and cultural relationship between Kivalliq Inuit and the land in the Ukkusiksalik National Park area;
- 2.2.4 Encourage public understanding, appreciation and enjoyment of Ukkusiksalik National Park area; and
- 2.2.5 Recognize and honour Inuit knowledge, culture and harvesting rights and incorporate them as part of the living legacy of the Park.

2.3 BOUNDARY

- 2.3.1 The boundaries of the Park shall be as described in Appendix 1. For illustration purposes, Appendix 2 includes a map of the Park boundaries, prepared by the Legal Surveys Division, Natural Resources Canada.

2.4 CHANGES TO PARK BOUNDARY

- 2.4.1 If, at any time, Canada intends to redraw the boundaries of the Park, it shall refer the proposal to the UPMC for its consideration, and give Notice to and Consult with KIA.
- 2.4.2 If Canada in a proposal referred to in section 2.4.1 intends to redraw the boundaries of the Park so as to remove lands, including a marine area, from the Park, it shall proceed in accordance with sections 8.2.6 and 8.2.7 of the *NLCA*.
- 2.4.3 The Park may not be expanded unless the Parties negotiate and agree to an expansion article to this Agreement. Canada shall pay the cost of such negotiations.

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

2.5 FUTURE CONSIDERATION OF ACCESS FOR MINERAL DEVELOPMENT

Introduction

2.5.1 The Parties recognize that a need may arise in the future to consider an access corridor across Park Lands to enable mineral development which may result in social and economic benefits to the Kivalliq region.

Process to Determine Whether to Allow Access

2.5.2 The following steps must be satisfied to determine whether an access corridor across Park Lands should be allowed if a corridor is proposed as part of a future mineral development project located on lands outside Ukkusiksaliq National Park:

- a) The Minister and the KIA shall, at Canada's expense, jointly appoint an independent expert who shall make a determination as to whether the mineral development project is economically viable and the independent expert shall prepare a draft report which shall be made public, subject to the need to protect proprietary data, and available for comment for a period of 60 days.
- b) Comments made during the 60 days shall be considered by the independent expert before making a final report as to the economic viability of the mineral development project.
- c) If the mineral development project is determined to be economically viable, KIA and Canada shall hold public consultations in Kivalliq communities adjacent to the Park regarding the proposed mineral development project and access corridor.
- d) If KIA decides, based on the community consultations, that there is general support in Kivalliq communities adjacent to the Park for an access corridor as part of the mineral development project, KIA shall request in writing to the Minister that such an access corridor be considered.

4. If KIA requests in writing to the Minister that such an access corridor be considered, the mineral development project as well as alternative transportation options shall be subject to environmental impact assessment, with public consultation, as provided for by Article 12 of the *NLCA*.

- f) If the process for environmental impact assessment provided for in Article 12 of the *NLCA* has been completed, and as a result a proposed access corridor may proceed, the Minister shall, in a timely fashion, take such action as is necessary to propose and introduce an amendment to the *National Parks Act* in order to provide for the access corridor and any conditions required as a result of the environmental assessment process provided for by Article 12 of the *NLCA*.

2.5.3 If one of the conditions in clauses (c), (d) or (f) is not met, the mineral development project shall not be considered further. If the proponent brings forward an amended mineral development project, the Minister and KIA shall jointly decide at which step the amended mineral development project must re-enter the process outlined in section 2.5.2.

2.6 MARINE SHIPPING IN WAGER BAY

2.6.1 Where marine shipping in support of mineral development activities takes place in Wager Bay

- a) Parks Canada shall not unreasonably prohibit or restrict that shipping activity; and
- b) except in an emergency situation, Parks Canada shall Consult with the UPMC before prohibiting or restricting that shipping activity.

2.7 INUIT-OWNED LANDS

2.7.1 In satisfaction of the requirements of section 8.2.5 of the *NLCA*:

- C. within six months of the signing of this Agreement, KIA as the Designated Inuit Organization (DIO) for this Agreement and for the purposes of section 8.2.5 of the *NLCA*, may identify lands outside the Park which they propose to exchange for all or part of Inuit Owned Land parcel RE-32/56H; and
- D. If KIA identifies such lands for exchange pursuant to clause 2.7.1 (a), Canada shall consider the proposed exchange.

2.7.2 In order to facilitate the negotiation of an exchange of lands, representatives of the KIA and Canada shall meet, as soon as possible after agreement in principle on Part 2.7 of this Agreement is achieved to finalize the principles for land selection and the process for structuring the exchange negotiations. Agreement on these principles and the process shall be indicated by exchange of letters between negotiators.

2.7.3 Once a proposal for an exchange of lands pursuant to section 2.7.1 and consistent with any principles developed pursuant to section 2.7.2 is submitted by KIA, Canada and KIA shall undertake negotiations aimed at effecting an exchange of the lands identified outside the Park for the Inuit Owned Lands identified for release.

2.7.4 Either Party may give Notice of a dispute regarding the interpretation, application or interpretation of Part 2.7 in accordance with Article 13 of this Agreement. In the event that such Notice is given, the Parties agree that the nature of such dispute is deemed to be a matter concerning the interpretation, application or implementation of the Parties' obligations under section 8.2.5 of the *NLCA*.

2.7.5 The Parties agree that the running of the time period outlined in section 2.7.6 is suspended upon the giving of the Notice referred to in section 2.7.4, until the completion of the dispute resolution process.

2.7.6 KIA and Canada's obligation to negotiate pursuant to section 2.7.3 will cease two years after the identification of lands pursuant to clause 2.7.1 (a).

2.7.7 Title to the lands selected in exchange for the Inuit Owned Lands released from RE 32/56H need not be transferred to KIA before the date specified in section 2.7.6. It shall be sufficient that an agreement detailing the terms of the exchange is executed by the Parties.

2.7.8 Once an agreement is reached pursuant to section 2.7.7 it shall bind the Parties and they shall take all necessary steps to give effect to that agreement, in accordance with any applicable law.

- 2.7.9 Any lands acquired by the KIA in an exchange under this Part shall have the status of Inuit Owned Lands consistent with Article 19 of the *NLCA* and any lands relinquished in an exchange shall cease to be Inuit Owned Lands.
- 2.7.10 Any Inuit Owned Lands within the Park relinquished in an exchange under this Part shall become Park Lands.
- 2.7.11 If an exchange of lands does not proceed pursuant to sections 2.7.3 and 2.7.6, there will be no further consideration of an exchange of lands and the Park may be established in legislation.
- 2.7.12 Notwithstanding the Parties' obligations under any other Part of this Agreement, the Parties agree that KIA and Canada shall each bear their own costs to negotiate the exchange of lands in accordance with this Part.

2.8 THIRD PARTY INTERESTS

- 2.8.1 The Parties agree that the Existing Business may continue to operate a naturalist lodge in the Park, to provide visitor accommodation and activities and to permit Park visitors to appreciate and enjoy the Park as long as the Existing Business complies with this Agreement and the *National Parks Act* and Regulations.
- 2.8.2 Until such time as a controlling interest in the Existing Business is transferred or sold it is not subject to Part 12.2 or Schedule 12-1 of this Agreement.

ARTICLE 3

INUIT RIGHTS AND USE OF RESOURCES

3.1 WILDLIFE RESOURCE USE

- 3.1.1 Inuit rights to free and unrestricted access to lands, waters and marine areas within the Nunavut Settlement Area for the purpose of wildlife harvesting apply to the Park, subject to sections 5.7.16 and 5.7.18 of the *NLCA*.
- 3.1.2 For greater certainty, this Agreement is not a bilateral agreement under section 5.7.18 of the *NLCA*, and it is not the intention of the Parties to establish any limitation on Inuit harvesting rights through this Agreement.
- 3.1.3 All valid wildlife management concerns relating to Park wildlife populations or habitats shall be referred to the UPMC for consideration and no wildlife management measure affecting Inuit harvesting rights in the Park shall be referred by Canada to the Nunavut Wildlife Management Board without the UPMC's advice.
- 3.1.4 Subject to Article 5 of the *NLCA*, the Parties acknowledge that Inuit can utilize commercial harvesting quotas, including existing char quotas, within the Park.
- 3.1.5 Consistent with section 5.7.26 of the *NLCA*, an Inuk with proper identification may harvest up to his or her basic needs level in the Park without requiring any form of licence or permit and without the imposition of any form of tax or fee.
- 3.1.6 Inuit may harvest wildlife in the Park using any type, method or technology to harvest that is consistent with section 5.7.42 of the *NLCA*.
- 3.1.7 To the extent that it is consistent with the *NLCA* and the *National Parks Act*, the *Nunavut Wildlife Act* shall continue to apply within the Park.

3.2 REMOVAL OF CARVING STONE

- 3.2.1 The UPMC and the Superintendent shall collaborate and assist Inuit on any issues arising under the process in Part 3.2.
- 3.2.2 An Inuk shall have the right to remove up to 25 cubic yards of Carving Stone annually from the Park without a permit.
- 3.2.3 A national park permit shall be required by an Inuk:
 - a) where more than 25 cubic yards of Carving Stone may be removed in any one year from the Park or explosives will be used to extract Carving Stone;
 - b) where power tools are being used for the extraction of Carving Stone, other than those required for the placement of an expansion compound (e.g. S-Mite).
- 3.2.4 Pursuant to Schedule 12-1 of the *NLCA*, Canada and KIA applied for and received an exemption so that Carving Stone permits for the Park do not need to be screened by NIRB (Appendix #3).
- 3.2.5 Where an Inuk requires a permit to extract Carving Stone from the Park, an application shall be made to the Superintendent.
- 3.2.6 An application for a permit to extract Carving Stone shall be accompanied by the following information:
 - a) a description of the location of the Carving Stone;

- b) a description of the methods to be used to extract the Carving Stone;
- c) a description of the access and route through the Park to the Carving Stone location and a description of the proposed exit route from the Park;
- d) an indication of the timing of the extraction activities; and

2. an estimate of the amount of Carving Stone to be removed.

3.2.7 The Superintendent and the UPMC shall jointly consider and agree on the disposition of an application as soon as possible after receiving it and shall provide the applicant with a written:

- a) approval, subject to terms and conditions agreed upon by the UPMC and the Superintendent; or

- denial, including reasons.

3.2.8 The permit shall be issued by the Superintendent with any terms and conditions established by the UPMC and the Superintendent.

3.2.9 The terms and conditions of a permit shall address but not be limited to the matters listed in section 3.2.6.

3.2.10 Where the Superintendent and the UPMC cannot agree on either the disposition of an application or the terms and conditions to be imposed on a permit, the matter shall be referred to the decision-making process referred to in Part 5.6.

3.2.11 An applicant who is refused a permit can reapply at any time.

3.2.12 Aircraft may be used to transport Carving Stone from quarry sites in the Park subject to approval by the Superintendent and the UPMC.

3.2.13 When a beneficiary so requests, the Superintendent shall make available existing information about locations of Carving Stone deposits in the Park.

3.2.14 Whenever Parks Canada discovers or otherwise becomes aware of new potential sites for Carving Stone extraction or deposits of Carving Stone, it shall notify the UPMC, as soon as possible.

3.3 OUTPOST CAMPS

All New Outpost Camps

3.3.1 Inuit who intend to establish and occupy a new Outpost Camp within the Park shall obtain the approval of their local Hunters and Trappers Organization (HTO). An HTO must consult Parks Canada before approving the Outpost Camp.

3.3.2 The UPMC and the Superintendent shall collaborate and may assist an HTO or the Keewatin Wildlife Federation on matters related to Outpost Camps in the Park.

3.3.3 Parks Canada shall provide the HTO with any available archaeological information and shall advise if the proposed location for the Outpost Camp is likely to affect known heritage resources.

3.3.4 Where the proposed Outpost Camp may affect an archaeological site or other heritage resources, the HTO or the Superintendent shall consult with the Inuit Heritage Trust with

regard to the imposition of any terms and conditions on the use and occupation of the site, prior to approving the Outpost Camp.

Outpost Camps Proposed Before the Park Management Plan is Completed

3.3.5 Inuit shall be permitted to establish Outpost Camps within the Park before the Park Management Plan is completed as long as the following site protection concerns are addressed in the application:

- the proposal includes adequate waste disposal and fuel storage plans; and
- the period of occupation of the Outpost Camp at the specific site proposed shall not be harmful to wildlife or wildlife habitat.

Outpost Camps Proposed After Completion of a Park Management Plan

3.3.6 An HTO shall inform the Superintendent when it receives an application of any terms and conditions it considers appropriate, including matters related to heritage, waste disposal, fuel storage, wildlife and wildlife habitat.

3.3.7 If requested, the Keewatin Wildlife Federation may assist an HTO with the negotiation of any terms and conditions that the Superintendent considers necessary in order to ensure that the Outpost Camp is consistent with the Park Management Plan.

3.3.8 The Superintendent and the HTO shall determine whether a proposal for the establishment of an Outpost Camp is inconsistent with the requirements of the Park Management Plan. Reasons for such a determination shall include:

- the proposal has inadequate waste disposal or fuel storage plans;
- the period of occupation of the Outpost Camp at the specific site proposed is likely to be harmful to wildlife or wildlife habitat; or
- any other reason agreed to by the HTO and the Superintendent.

3.3.9 Final approval of an application for an Outpost Camp in the Park cannot be given until the Superintendent confirms in writing to the HTO that the proposal is consistent with the Park Management Plan.

3.3.10 Where an application is considered to be inconsistent with the Park Management Plan, the Inuk or Inuit who proposed to establish the Outpost Camp can revise their plans and resubmit the application at any time.

3.3.11 If the HTO and the Superintendent are unable to agree on the question of whether a proposed Outpost Camp is inconsistent with the Park Management Plan, or in the case of another dispute under this Article, the issue shall be referred to the UPMC for its consideration and advice.

General

3.3.12 HTOs shall provide a list of Outpost Camps in the Park to the Superintendent each year. The list shall include the following information about the Outpost Camp:

- the location;
- contact persons;
- approximate population;

- approximate time and length of occupation; and
- general information regarding the methods of storing fuel and disposing of waste.

3.3.13 Complaints about an Outpost Camp in the Park shall be referred to the appropriate HTO which shall investigate and may discipline its members and ensure that occupants comply with the terms and conditions included in the approval for the Outpost Camp.

3.3.14 If an Outpost Camp in the Park is not used for a period of five years, the HTO may withdraw its approval for the Outpost Camp.

3.3.15 If the occupants of an Outpost Camp in the Park do not comply with the terms and conditions set out for the Outpost Camp, the HTO may, after giving warning and a fair and reasonable opportunity to fix the problem, withdraw its approval and the Outpost Camp may no longer be used or occupied.

3.3.16 The occupants of an Outpost Camp in the Park are responsible for the cleanliness of the Outpost Camp. Parks Canada, after Consultation with the HTO, may clean up the Outpost Camp if, in its view, the conditions constitute a hazard or pose a risk. The Parties acknowledge that Parks Canada may attempt to recover costs from those identified by the HTO as occupants of the Outpost Camp.

3.3.17 Parks Canada may provide funding and request that the HTO or the Keewatin Wildlife Federation assist in the clean up of an Outpost Camp in the Park.

Visitor Access

3.3.18 Upon request by the occupants of an Outpost Camp who wish to provide cultural and land based opportunities for Visitors to the Park on a commercial basis, the Superintendent shall advise all Visitors to the Park of the Outpost Camp activities.

3.3.19 The Superintendent shall, where the occupants of an Outpost Camp so request, restrict or prohibit Visitor access in or around an Outpost Camp.

Time

3.3.20 In dealing with requests for Outpost Camps, time is of the essence and the HTO, Keewatin Wildlife Federation and Superintendent shall not unreasonably delay a response to any application.

ARTICLE 4

EMERGENCY KILLS OF POLAR BEARS

- 4.1 The planning and management of the Park shall incorporate measures to reduce the possibility of an emergency kill of a polar bear.
- 4.2 KIA on behalf of the Keewatin Wildlife Federation and the Hunters and Trappers Organizations (HTOs) of Repulse Bay, Coral Harbour and Chesterfield Inlet, and Nunavut agree to set aside four Polar bear tags per year for each of the first three years following the signing of this Agreement from the Foxe Basin quota under the current polar bear management regime.
- 4.3 These tags shall be allocated to Parks Canada. This will result in a pool of 12 tags set aside for the purposes outlined under Part 4.5.
- 4.4 After the third season, when the twelve tags have been accumulated, the HTOs and hunters in the Repulse Bay, Coral Harbour and Chesterfield Inlet may continue to distribute and use their Polar bear tags as they see fit.
- 4.5 A tag set aside under Part 4.2 shall be used in the event that a polar bear is killed in the Park in an emergency situation involving Parks Canada employees, contractors working for Parks Canada, researchers, licensed outfitters, Parks Canada leaseholders, Park Visitors, or volunteers.
- 4.6 A record shall be kept of the tags set aside under Part 4.2 so that Parks Canada retains its credit, or portion thereof, should the current polar bear management regime be amended or replaced.
- 4.7 While it is anticipated that the pool of tags set aside under Part 4.2 shall not be depleted for many years, the Parties shall make best efforts to negotiate for additional tags, when necessary, with Keewatin Wildlife Federation and the HTOs from Repulse Bay, Coral Harbour and Chesterfield Inlet.
- 4.8 If a polar bear is killed in an emergency situation, as outlined in Part 4.5 above, any valuable parts shall be disposed of in accordance with section 5.6.55 of the *NLCA*.
- 4.9 Canada, Nunavut, and KIA shall work with the Keewatin Wildlife Federation, the HTOs of Repulse Bay, Coral Harbour and Chesterfield Inlet, and the Nunavut Wildlife Management Board to ensure the effective implementation of this Article.
- 4.10 Within six months of the signing of this Agreement, Canada shall pay the HTOs of Repulse Bay, Coral Harbour and Chesterfield Inlet five thousand dollars (\$5,000.00) per tag to be set aside, or a total of sixty thousand dollars (\$60,000.00) to be divided equally among these HTOs to compensate Inuit hunters for the lost opportunity to hunt polar bears.

ARTICLE 5

UKKUSIKSALIK PARK PLANNING AND MANAGEMENT COMMITTEE

5.1 GENERAL

5.1.1 By this Agreement, the Parties agree to establish a joint Inuit/government Park planning and management committee, called the Ukkusiksalik Park Management Committee (UPMC) as contemplated by section 8.4.11 of the *NLCA*.

5.1.2 UPMC members shall act impartially and in the public interest.

5.2 APPOINTMENTS, OBSERVERS, EXPERTS

5.2.1 As soon as possible, but no later than one year after the signing of this Agreement, Canada and Inuit shall appoint members to the UPMC.

5.2.2 The UPMC shall consist of six members:

a) three appointed by KIA;

- three appointed by the Minister.

5.2.3 The Chair shall be selected by the UPMC from among its members, shall act for a two year term and shall be a voting member.

5.2.4 When members are first appointed to the UPMC, KIA and the Minister shall each appoint two members for four years and one for two years. Following that, all appointments shall be for four years.

5.2.5 If a UPMC member leaves before his or her term expires, a replacement shall be appointed for the remainder of that member's term by the Party that made the original appointment.

5.2.6 KIA and the Minister may reappoint a member whose term has expired.

5.2.7 KIA and the Minister may remove any of their UPMC appointees at any time for cause. For greater certainty, cause may include reasons for removal as set out in the code of conduct referred to in section 5.3.6.

5.2.8 The Superintendent and the KIA Chief Land Administrator, or their designates, shall have observer status at all meetings of the UPMC. As observers:

1. they may actively participate in a meeting with the permission of the UPMC;
2. they do not have the right to vote; and
3. when requested by the UPMC, they shall leave for all of or any part of a meeting to allow the UPMC to meet without them.

5.2.9 The costs of each observer shall be borne by the agency sending the observer.

5.2.10 The UPMC can invite any qualified person to present information to them.

5.3 UPMC OPERATIONS

- 5.3.1 The UPMC shall meet at least three times a year for each of the first two years after the signing of this Agreement. Thereafter, the UPMC shall meet a minimum of twice a year, or more often as required by the UPMC's business.
- 5.3.2 UPMC meetings shall be open to the public but the UPMC may decide to meet in camera.
- 5.3.3 UPMC meetings shall be conducted in Inuktitut and, as required, in Canada's official languages.
- 5.3.4 The quorum for any meeting shall be four members.
- 5.3.5 The UPMC shall make every effort to reach consensus. If that is not possible, it shall decide by simple majority vote.
- 5.3.6 Within one year of its first meeting, the UPMC shall establish a code of conduct for its members. The Parties recommend as a model the code of conduct developed by the board of directors of the KIA.
- 5.3.7 The UPMC shall determine its procedures and make them publicly available.
- 5.3.8 The UPMC may meet and conduct their business by way of tele-conference and any business transacted or decisions so made are valid.

5.4 COSTS OF THE UPMC

- 5.4.1 Canada shall allocate one hundred thousand dollars (\$100,000.00) for initial orientation and training workshops and activities for the UPMC to be undertaken within the first two years after the signing of this Agreement. These workshops shall provide an opportunity to familiarize UPMC members with this Agreement, the *NLCA*, parks legislation, park management planning processes, the operation of national parks and any other matters the UPMC considers relevant to its efficient operation and effectiveness.
- 5.4.2 In phase with the Parks Canada financial cycle, the UPMC shall, with assistance from Parks Canada, develop an annual budget for UPMC operations. Eligible items for UPMC expenditures are outlined in Schedule 5-1.
- 5.4.3 At the beginning of the fiscal year, the Superintendent shall notify the UPMC of the budget that has been committed for UPMC operations for that year. The Superintendent shall Consult with the UPMC before making any decision to decrease its budget.
- 5.4.4 Parks Canada shall provide secretariat support for the UPMC and shall make best efforts to contract for the goods and services and other requirements of the UPMC with Inuit or Inuit Firms.
- 5.4.5 The following costs for UPMC meetings shall be paid:
 1. Daily honorarium to UPMC members of 80% of the rate set for the Nunavut Wildlife Management Board per day for work on the UPMC, subject to clauses that may be found in the UPMC code of conduct. The hourly rate shall be one eighth of the daily rate.
 1. Transportation and accommodation expenses for UPMC members, paid according to guidelines applicable to Parks Canada employees.

5.5 ROLE OF THE UPMC

5.5.1 The UPMC may provide advice to the Minister on all matters related to Park management.

5.5.2 The UPMC may provide written advice to the Nunavut Wildlife Management Board or to other agencies on all matters related to Park management and on any other matters related to Ukkusiksaliq National Park for which its advice is requested.

5.5.3 Normally the UPMC shall work with the Superintendent who shall encourage the active involvement of the UPMC in matters related to Park management, including Park management planning. The Superintendent is responsible and accountable for the day-to-day management of the Park and for ensuring that the Park management planning process referred to in Article 6 is carried out in accordance with the terms of this Agreement.

5.5.4 For greater certainty, the role of the UPMC includes, but is not limited to providing advice on the following matters as described in this Agreement:

1. changes to Park Boundary as set out in Article 2;
2. marine shipping in Wager Bay as set out in Article 2;
3. wildlife resource use as set out in Article 3;
4. removal of Carving Stone as set out in Article 3;
5. Outpost Camps as set out in Article 3;
6. Park management planning as set out in Article 6;
7. protection and management of cultural resources as set out in Article 7;
8. National Historic Site(s) within the Park as set out in Article 7;
9. research as set out in Article 8;
10. Park information, promotion and heritage interpretation as set out in Article 9;
11. Visitor access and use of the Park as set out in Article 10;

1) recruitment and hiring as set out in Article 11;

1. economic opportunities as set out in Article 12;
2. dispute resolution as set out in Article 13;
3. implementation and review of this Agreement as set out in Article 14.

5.6 THE UPMC AND DECISION MAKING ABOUT THE PARK

5.6.1 The UPMC may provide its advice on all matters arising under section 5.5.4. The UPMC may provide its advice in writing or in any appropriate way but any advice provided to the Minister shall be in writing.

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

- 5.6.3 The Minister shall provide written reasons for his or her decision to vary or reject the UPMC's advice.
- 5.6.4 If the Minister rejects or varies the advice received from the UPMC, the UPMC may reconsider and forward further advice to the Minister within 30 days of receiving the Minister's reasons.
- 5.6.5 If the UPMC forwards its further advice to the Minister under section 5.6.4, the Minister shall, within a reasonable time, inform the UPMC in writing of his or her final decision to accept, vary or reject the further advice. The Minister shall provide reasons for his or her decision to vary or reject.
- 5.6.6 With respect to advice made concerning Carving Stone (5.5.4(d)), Outpost Camps (5.5.4(e)) and Park management planning (5.5.4(f)), the Minister may reject or vary advice of the UPMC, only if he or she determines that the advice:
 - is not supported by or is inconsistent with any information available to the Minister;
 - would impair the enjoyment of the Park by future generations;
 - would interfere with the maintenance of the ecological integrity of the Park;
 - would place too onerous a financial burden on Canada;
 - is inconsistent with the Minister's powers and duties under the *National Parks Act* or other applicable legislation.
- 5.6.7 For greater certainty, if the Minister varies or rejects the advice provided by the UPMC on a matter under section 5.6.6, the procedures outlined in sections 5.6.2 through 5.6.5 apply.
- 5.6.8 When urgent circumstances require an immediate decision on a matter under consideration by the UPMC or about which the UPMC has provided advice, the Minister may make and implement an interim decision before the process outlined in sections 5.6.1 to 5.6.6 is complete. In such circumstances, the Minister shall seek advice from the UPMC before a final decision is made.

SCHEDULE 5-1

ELIGIBLE ITEMS FOR UPMC EXPENDITURE

- Honoraria, travel, accommodation, meals and incidentals for Committee members;
- Translation costs for committee documents and materials;
- Interpretation costs for meetings;
- Meeting room and hall rentals;
- Phone, fax, internet, courier and other communication costs;
- Secretariat operations such as casual contracts;
- Office supplies and miscellaneous; and
- Any other items or categories agreed to by Parks Canada as required.

ARTICLE 6

PARK MANAGEMENT PLANNING

6.1 GENERAL

- 6.1.1 The UPMC as established under Article 5 of this Agreement shall play an important role in management planning for the Park.
- 6.1.2 The Park Management Plan shall be based on the recommendations of the UPMC, taking into account the recommendations of other interested parties or bodies.
- 6.1.3 The UPMC shall determine the degree of its involvement in each stage of the planning process.
- 6.1.4 A Park Management Plan shall be prepared by Parks Canada within five years of Park establishment.
- 6.1.5 The Park Management Plan shall accord with relevant terms and conditions of this Agreement.
- 6.1.6 A Park Management Plan is a guide to future Park management. It is required by legislation, takes into account views of the public, is approved by the Minister responsible for national parks, and tabled in Parliament. The elements and objectives of the Park management planning process are found in Schedule 6-1.

6.2 ROLE OF THE UPMC

- 6.2.1 The UPMC may advise the Minister on all matters related to Park management planning including development of the scoping document, public consultation and review of draft plans.
- 6.2.2 The UPMC shall review the scoping document and provide recommendations on issues to be addressed by the Park Management Plan to the Superintendent.
- 6.2.3 The UPMC may give advice on the composition of any planning team or teams and may appoint a member to any team.
- 6.2.4 The planning team(s) shall regularly update the UPMC on progress with the Park management planning process and shall seek the advice and input of the UPMC as required.
- 6.2.5 The UPMC may appoint a member or designate to be actively involved in the public consultation on the Park Management Plan with local communities and the general public.
- 6.2.6 The UPMC shall review the draft Park Management Plan and recommend changes, if required, to the Superintendent.

6.3 REVIEW AND RECOMMENDATION

- 6.3.1 KIA shall review the Park Management Plan to ensure that it accords with this Agreement. The KIA shall forward its comments to the UPMC and the Superintendent.
- 6.3.2 After review of the KIA comments, if any, the UPMC may review the final draft and recommend changes if required to the Superintendent.
- 6.3.3 The Superintendent shall forward the final Park Management Plan to the Minister for consideration, approval and tabling before Parliament.

SCHEDULE 6-1

DESCRIPTION OF THE PARK MANAGEMENT PLANNING PROCESS

This Schedule provides a general description of park management planning in order to assist the UPMC and others affected by or interested in this Agreement. The description provided is not intended to limit the choices of the UPMC or Parks Canada in organizing the Park management planning process for Ukkusiksak National Park.

Elements of the Park Management Plan

Several activities are undertaken as part of the Park management planning process:

A scoping document is developed that sets out the terms and conditions of the process followed in developing the Park Management Plan, including identification and timing of the tasks and responsibilities of the planning team or teams, the UPMC and Parks Canada.

One or more Park management planning teams are nominated and assembled, directed usually by the park planner.

- c) The public and other interested parties must be involved through various stages of the planning process; the way this is done shall be directed by circumstances, in conformity with the scoping document, and with guidance from the UPMC.
- d) The Park Management Plan, including drafts, must be reviewed and commented on by the UPMC and other interested parties, including the Nunavut Wildlife Management Board and KIA.
- e) The UPMC shall determine the degree of its involvement in each stage of the process.

Objectives of the Park Management Plan

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

- to protect the parts of the ecosystems in the Park in order to maintain the ecological integrity of the Park;
- b) to recognize that Inuit are an integral part of the ecosystems of the Park;
- c) to respect and incorporate the knowledge and experience of Inuit;
- d) to cooperate with government agencies and departments, institutions of public government established under the *NLCA*, and non-government agencies to facilitate an ecosystem-based approach to the maintenance of archaeological and historical resources and the ecological integrity of the Park;
- e) to provide for opportunities for Inuit to participate in economic endeavours associated with the establishment, management and operation of the Park;
- f) to integrate the management and operation of the Park with activities and interests of Inuit of the adjacent communities and region in a manner that assists in the promotion and development of Park-compatible regional tourism;
- g) to provide Visitors to the Park with appropriate opportunities to appreciate and understand the relationship between Inuit and the lands and resources found in the Park;

- h) to manage Visitor use of the Park to minimize interference with Inuit activities as provided for in the *NLCA* and this Agreement; and
- i) any other objectives compatible with the *National Parks Act*, this Agreement, and Parks Canada policies.

ARTICLE 7

HISTORICAL AND ARCHAEOLOGICAL RESOURCES OF THE PARK

- 7.1 The historical and archaeological resources of Ukkusiksaliq National Park are important to the Park, to Inuit, and to Kivalliq communities, and must be managed with care and in cooperation with Inuit from Affected Communities.
- 7.2 Parks Canada shall actively encourage Inuit elders from Kivalliq communities who have an interest in the historical and archaeological resources of the Park to participate in the design and implementation of measures to protect or manage these resources.
- 7.3 The Superintendent shall regularly inform and seek the advice of the UPMC about the management of historical and archaeological resources within the Park.
- 7.4 The UPMC may advise the Superintendent on the management and protection of the historical and archaeological resources of the Park.
- 7.5 Consistent with its obligations under the *NLCA*, Parks Canada shall keep the Inuit Heritage Trust informed about the management of archaeological resources in the Park and may seek the advice of the Inuit Heritage Trust on the management of these resources.
- 7.6 Parks Canada recognizes that Inuit traditional knowledge and oral histories are of integral importance to the management of the historical and archaeological resources of the Park and shall accord significant weight to such knowledge in any decisions about these resources.
- 7.7 Subject to reasonable terms and conditions, Parks Canada shall provide copies of its archival and oral history materials relevant to the Ukkusiksaliq National Park area, when such materials are requested by Kivalliq communities.

National Historic Site(s) within the Park

- 7.8 This Agreement shall serve to fulfill any requirements under section 9.4.1 of the *NLCA* for an Inuit Impact and Benefit Agreement for a National Historic Site designated within the boundaries of the Park.
- 7.9 For greater certainty, if a National Historic Site is designated within the boundaries of the Park, the UPMC may give advice to the Superintendent related to the National Historic Site.

ARTICLE 8

PARK RESEARCH

- 8.1 Ongoing basic and applied research, investigation and monitoring activities are necessary in order to make responsible decisions for the planning, management and operation of Ukkusiksaliq National Park.
- 8.2 Parks Canada shall require that researchers make all reasonable efforts to establish and maintain an effective and mutually beneficial relationship with Kivalliq communities, throughout the research process.
- 8.3 The Superintendent shall inform and seek the advice of the UPMC on matters related to research in Ukkusiksaliq National Park.
- 8.4 In addition to any other review or approval required under the *NLCA* or any other *Act*, a researcher who conducts research in the Park shall require a national park research permit.
- 8.5 Parks Canada shall require researchers to advise the KIA in writing of a national park research permit application and the nature of the proposed research.
- 8.6 Parks Canada may require applicants to meet with interested community groups before the issuance of a national park research permit.
- 8.7 Parks Canada shall submit the application for a national park research permit to screening by the NIRB, if required.
- 8.8 Parks Canada shall involve the Nunavut Wildlife Management Board and the Inuit Heritage Trust in the process for issuing national park research permits for wildlife or archaeological research, as and when required by Article 5 and Article 33 of the *NLCA*.
- 8.9 The Superintendent shall seek the advice of the UPMC on all applications for national park research permits.
- 8.10 The UPMC may recommend the need for community consultation and the requirement for letters of support from appropriate community groups before the national park research permit can be issued. The UPMC may recommend terms and conditions to be attached to such permits.
- 8.11 Parks Canada shall provide to the UPMC a summary of the reports resulting from research undertaken in the Park in the original official language and in Inuktitut. If the UPMC so requests, Parks Canada shall provide the UPMC with a copy of the complete research report in the original official language, at no cost.
- 8.12 Parks Canada recognizes the value and benefit of research initiated and conducted by Inuit researchers and shall encourage such research. Parks Canada shall facilitate the Inuit researcher through a research assistance agreement that:
 - a) provides the Inuit researcher with access to relevant research reports, research proposals, data bases or other information available to Parks Canada or other government departments or agencies that could assist the researcher in carrying out his or her research;
 - b) provides the Inuit researcher with reasonable access to the necessary Parks Canada facilities and equipment, if available, during the data collection and data analysis stages of the research;

waives user fees or other fees associated with research activities for Inuit researchers; and

where reasonable, allows the researcher, when engaged as a volunteer under the Parks Canada volunteer program, to travel at no cost on Parks Canada charter aircraft flights or in Parks Canada vehicles or water craft.

8.13 For greater certainty, Inuit researchers are subject to the provisions of this Article.

ARTICLE 9

PARK INFORMATION, PROMOTION AND HERITAGE INTERPRETATION

9.1 GENERAL

- 9.1.1 The Ukkusiksalik National Park story shall be a blend of natural and cultural elements. Any information or promotional materials prepared about the Park by or for Parks Canada shall emphasize, where appropriate, the central role that Inuit have played as part of the natural ecosystem and the cultural story of the Park and the region.
- 9.1.2 The Parties are committed to promoting the use of Inuktitut in the telling of the Ukkusiksalik story.

9.2 PARK INFORMATION AND PROMOTION OF INUIT BUSINESSES

- 9.2.1 The UPMC may provide advice to the Superintendent about the development of information and materials for the promotion of the Park and of Inuit businesses related to the Park.
- 9.2.2 Parks Canada shall develop and make information and promotional materials about the Park available to the public including:
 - a list of names and addresses and other information about Inuit Firms that are involved in Park use activities and attractions, and Park related services in adjacent communities including but not limited to: tour guides, outfitters, accommodation, food services, sale or rental of outdoor gear, and artists;
 - other information promoting the Park and the region that UPMC and Parks Canada agree is appropriate that has been prepared by sources such as: government, tourism organizations or Inuit Firms;
 - an English/Inuktitut glossary of basic phrases and terms useful to Visitors.

- 9.2.3 When Parks Canada participates in tourism or trade shows to promote Ukkusiksalik National Park, it shall include in its delegation a member of the UPMC which the UPMC shall select, when resources permit or cooperative funding arrangements can be made.

9.3 HERITAGE INTERPRETATION

- 9.3.1 Inuit traditional knowledge shall be accorded a central role in the interpretation of the heritage of Ukkusiksalik National Park.
- 9.3.2 The UPMC shall provide advice to the Superintendent on the development of materials for Park heritage interpretation:
 - The UPMC shall review proposals for the development of such materials particularly with respect to how Inuit knowledge, experience and practice are incorporated into the materials, e.g. safety, wildlife, heritage, culture, physical features of the Park, ecology.
 - If assistance in heritage interpretation is required from Inuit, the UPMC may identify the local and regional Inuit individuals and groups who should be further consulted.
- 9.3.3 Materials produced by or for Parks Canada to inform the public about the Park, including written, audio, video and electronic information shall be produced in Inuktitut and in Canada's official languages.

- 9.3.4 Signs in the Park and signs in adjacent communities related to the Park shall be in Inuktitut and Canada's official languages.
- 9.3.5 Parks Canada shall develop and provide an unstaffed introductory information display for the public about Ukkusiksaliq National Park in Repulse Bay, Rankin Inlet and Baker Lake.
- 9.3.6 The UPMC may provide advice to the Superintendent on community consultations and development plans for facilities, displays and/or exhibits about the Park.
- 9.3.7 When planning new facilities, displays and exhibits about the Park, the Superintendent shall be guided by the results of any community tourism strategies completed under Article 12 of this Agreement.
- 9.3.8 Parks Canada shall, in cooperation with the UPMC and elders from adjacent communities, develop an interpretive program for areas of significant cultural importance in the Park. This program shall include site mapping and a cataloguing of cultural resources and shall be made available for staff training and for outfitters and tourism operators in the Park.

ARTICLE 10

VISITOR ACCESS AND USE OF PARK

- 10.1 Parks Canada shall seek the advice of the UPMC on public safety issues in the Park and shall involve the UPMC in the preparation of plans addressing public safety.
- 10.2 All maps of the Park and region produced by Parks Canada for Visitor information shall identify Inuit Owned Lands on Wager Bay and shall include reference to Article 21 of the *NLCA*, including the requirement for commercial ventures to secure a licence from the KIA Lands Administration before entering on Inuit Owned Lands.
- 10.3 Parks Canada shall provide Park Visitors, and individuals and groups inquiring about the Park, with information about access to, and use of the Inuit Owned Lands located on Wager Bay including the requirements of Article 21 of the *NLCA*.
- 10.4 Inuit shall have entry at no cost into the Park as provided for in section 8.4.15 of the *NLCA* including, for greater certainty, Inuit involved in commercial activities.
- 10.5 Entry and access points and Visitor routes shall, where possible, be located and designed so there shall be minimal impact on Inuit use of lands, waters and resources.
- 10.6 Areas of special importance to Inuit located in the Park shall be identified in the Park Management Plan. The Park Management Plan shall include measures to ensure that Visitor access to each area of special importance to Inuit is managed appropriately, including where necessary, restricting or prohibiting access to and use of such areas.
- 10.7 In the interim, before a Park Management Plan is approved, the Superintendent shall, in consultation with the UPMC, identify areas of special importance to Inuit and take appropriate measures to protect these areas.
- 10.8 Upon the ratification of this Agreement, Parks Canada and the UPMC shall request that the Nunavut Wildlife Management Board prohibit sport fishing by Visitors on rivers within the Park which are subject to existing char quotas.
- 10.9 An Inuk acting as a guide pursuant to a Parks Business Licence shall be permitted to carry a firearm and to discharge it for the protection of him or herself and his or her clients.

ARTICLE 11

INUIT CAREER AND TRAINING OPPORTUNITIES AND BENEFITS

11.1 CAREER OPPORTUNITIES

- 11.1.1 The Parties are committed to increasing Inuit participation in Parks Canada employment in the Nunavut Territory to a representative level consistent with the objectives of Article 23 of the *NLCA*.
- 11.1.2 The Superintendent shall seek the advice of the UPMC annually concerning implementation and revisions to the Parks Canada Inuit Employment Plan.

11.2 RECRUITMENT AND HIRING

- 11.2.1 The Superintendent shall seek the advice of the UPMC on recruitment and hiring of Park Staff and Nunavut Field Unit Staff including:
 - policies and procedures for filling positions, including methods of advertising;
 - hiring criteria and qualifications, including the relative importance of these; and
 - c) job descriptions and statements of qualifications.
- 11.2.2 Parks Canada shall consider the following items carefully in establishing criteria and qualifications when recruiting Park Staff and Nunavut Field Unit Staff:
 - knowledge of Inuit culture, society and economy;
 - knowledge of this Agreement and the *NLCA*;
 - fluency in Inuktitut;
 - knowledge of the environmental aspects of the Park and surrounding area;
 - community awareness; and
 - relevant northern experience.
- 11.2.3 The Superintendent shall invite the UPMC to be involved in the hiring process for any Park Staff. The UPMC may designate one of its members or someone else to participate in the process.
- 11.2.4 For Nunavut Field Unit positions that have responsibility for more than one park, the Superintendent shall invite the park management committees of the Nunavut Territory national parks that are affected to collaborate to name one participant in the hiring process. Participation shall include at least:
 - involvement in preparation of interview questions; and
 - involvement in hiring interviews and selection panels.
- 11.2.5 Subject to applicable employment policy and legislation, when recruiting for Park Staff and Nunavut Field Unit Staff inside the public service, Parks Canada shall take into account the advice of the UPMC in deciding the geographic area of competition.
- 11.2.6 Subject to applicable employment legislation, when recruiting for Park Staff and Nunavut Field Unit Staff outside the public service, Parks Canada shall:
 - first hold a competition open only to Inuit;

take into account the UPMC's advice in deciding the geographic area of the competition; and

open the competition to non-Inuit only if the position is not filled with a qualified candidate.

11.2.7 Inuit who are unilingual Inuktitut speakers shall be given an opportunity to compete for jobs as Park Staff and Nunavut Field Unit Staff, for which they are otherwise qualified, where the lack of knowledge of the English language does not compromise public or staff safety or operational effectiveness.

11.2.8 Where practical, Parks Canada shall assign unilingual Inuktitut speaking employees to work with bilingual (Inuktitut/English) employees.

11.3 TRAINING

11.3.1 Subsequent to the hiring of an Inuit employee and to encourage the advancement of Inuit in positions as Park Staff and Nunavut Field Unit Staff, each manager who is responsible for an Inuk employee shall develop a career and training strategy with that employee and review it annually.

11.3.2 The career and training strategy shall include, but not be limited to:

specific training required for the existing position;

the employee's short and long term career goals; and

training available to assist the employee in achieving his or her career goals.

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

11.3.4 Training options shall be designed and discussed with the employee so that they reasonably accommodate the employee's needs as an Inuk, taking into account Inuit culture and lifestyle. Possible means to achieve this end include:

providing instruction in Inuktitut;

providing mentoring programs; and

providing training in the Nunavut Territory.

11.4 KIVALLIQ NATIONAL PARKS SCHOLARSHIP TRUST

11.4.1 The KIA shall establish, by trust deed, the Kivalliq National Parks Scholarship Trust (the Trust).

11.4.2 Upon establishment of the Trust, or on the signing of this Agreement, whichever occurs later, Canada shall make a one time only grant to the Trust of four hundred thousand dollars (\$400,000.00). The purpose of this grant shall be to enable the KIA to set up a scholarship program for Inuit students pursuing education at accredited post-secondary institutions.

11.4.3 If a national park is established which includes part of Natural Region 28 within the Kivalliq region, the grant made by Canada to the Trust shall fulfill any requirement for scholarships for the Kivalliq region under the Inuit Impact and Benefit Agreement for that national park.

11.4.4 Nothing in this Agreement precludes parties that negotiate a future Inuit Impact and Benefit Agreement in accordance with section 8.4.4 or Articles 9 or 26 of the *NLCA* from negotiating further grants or contributions to the Trust.

11.4.5 The Trust shall provide scholarships to Inuit who pursue education or training in any of the following fields or related fields:

traditional ecological knowledge;

archaeology, anthropology, history, sociology and other social sciences;

biology, geography, geology, and other natural sciences;

renewable resource management, including: wildlife management, geographic information systems, remote sensing, environmental technology; and/or

administration, including business management, financial management, accounting, bookkeeping, human resource management.

11.4.6 The trustees shall give Inuit students who apply to receive a scholarship from the Trust priority consideration as follows:

those who reside in a Kivalliq region community;

those who reside in other communities in the Nunavut Territory located near a national park;

those who reside in other communities in the Nunavut Territory not located near a national park; and/or

those who reside outside the Nunavut Territory.

11.4.7 In addition to the criteria in sections 11.4.5 and 11.4.6, and consistent with the provisions of the Trust deed, the trustees shall develop and maintain academic and other eligibility guidelines necessary for the administration of the scholarship program and the awarding of scholarships.

11.4.8 The trustees shall invest the funds of the Trust as prudent investors. Investments shall be made with a view to maintaining the initial capital at four hundred thousand dollars (\$400,000.00) but the trustees may, at their absolute discretion, expend the capital of the Trust in order to provide annual scholarships adequate to support Inuit students.

11.4.9 At an appropriate time each year, the trustees shall determine how much funding shall be available for scholarships, taking into account the costs associated with the operation of the Trust and, if applicable, the disbursement quota of the *Income Tax Act* that applies to registered charities. The trustees shall award scholarships as soon as possible thereafter.

11.4.10 The trustees shall provide to the UPMC and the Superintendent, once each calendar year, a list of scholarship recipients including their fields of study.

ARTICLE 12

INUIT ECONOMIC OPPORTUNITIES AND BENEFITS

12.1 OBJECTIVE

12.1.1 The objective of this Article is to provide Inuit, particularly those who reside in communities within the Kivalliq region, with economic opportunities related to the Park.

12.2 FIRST PRIORITY TO APPLY FOR AND ACQUIRE A PARK BUSINESS LICENCE

12.2.1 If a Non-Inuit Business applies for a Park Business Licence for a business that is permitted in the Park, the Superintendent shall, in accordance with the procedure set out in Schedule 12-1, give the KIA or its Inuit designate first priority to apply for and acquire a Park Business Licence to carry on a business that is substantially similar to that described in the Non-Inuit Business application.

12.2.2 Where a Non-Inuit Business applies for a renewal or the amendment of an existing Park Business Licence and the nature or location of the business is substantially different from that carried out under the existing business licence, the first priority procedure as outlined in Schedule 12-1 shall apply. The Superintendent shall seek the advice of the UPMC on any application affected by this section.

12.2.3 For greater certainty, where a Non-Inuit Business holds an existing Park Business Licence and applies to have that licence renewed, the procedure outlined in Schedule 12-1 shall not apply.

12.2.4 Where a Non-Inuit Business applies to assign or otherwise transfer a Park Business Licence when the controlling interest in the licenced business has been or shall be sold or otherwise transferred, the procedure outlined in Schedule 12-1 shall apply.

12.2.5 When an Inuit Firm holding a Park Business Licence applies to assign or otherwise transfer the licence when the controlling interest in the licenced business has been or shall be sold to a Non-Inuit Business, the procedure outlined in Schedule 12-1 shall apply.

12.2.6 KIA may give Notice in the manner specified in Article 1 of its designation of an Inuit Firm or other Inuit organization for purposes of Part 12.2 and Schedule 12-1 at any time.

12.3 LIMITED ENTRY SYSTEM

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

12.3.2 If Parks Canada establishes a quota for a particular kind of Park Business Licence in the Park, Inuit shall be guaranteed at least a 60% share of that limited number of Park Business Licences.

12.4 NATIONAL PARK COMMUNITY INITIATIVES FUND

12.4.1 Within one year of signing this Agreement, Canada shall provide a one time three million dollar (\$3,000,000.00) grant to KIA to establish an Ukkusiksaliq National Park Community Initiatives Fund.

12.4.2 The purpose of the Ukkusiksaliq National Park Community Initiatives Fund is to provide Inuit who reside in communities within the Kivalliq region, and Inuit Firms, with financial assistance to enable them to take advantage of economic opportunities related to the establishment and operation of the Park.

12.5 COMMUNITY TOURISM STRATEGIES

12.5.1 Parks Canada shall spend up to two hundred and fifty thousand dollars (\$250,000.00) within five years of signing this Agreement, to contract for the development of tourism strategies for Kivalliq communities affected by the establishment and operation of the Park.

12.5.2 Parks Canada shall seek the advice and involvement of KIA, Nunavut Tourism and the UPMC in deciding on the order in which the strategies shall be developed, during the development, and prior to finalizing the terms of reference for each tourism strategy.

12.5.3 The process for developing the community tourism strategies shall be collaborative and coordinated with any similar or related planning activities taking place in the communities.

12.5.4 In general, the purposes of a community tourism strategy are to:

- a) consider the potential for tourism development related to the Park;
- b) identify resources for sustainable tourism that have the potential to attract tourists;
- c) identify and analyse opportunities and make recommendations for the development of sustainable tourism products that:
 - i) build upon existing services and resources in the community;
 - ii) complement activities that form part of the economy of the community, such as the renewable resource harvesting, carving, the creation of artworks and crafts and existing tourism services;
 - iii) provide a potential for income from those activities;
 - iv) reflect Inuit goals and objectives for tourism;
 - v) complement and promote Inuit culture and lifestyles; and
 - vi) contribute to Inuit control and management of tourism in the community;
- d) develop at least one draft business plan for selected tourism opportunities and products identified, including steps necessary to access funding from federal and territorial governments, Inuit organizations and private sector lenders and investors; and
- e) identify efficient and cost-effective methods of marketing the tourism products of the community that complement or contribute to regional or Nunavut Tourism marketing strategies that promote Inuit- controlled, sustainable tourism.

12.5.5 Canada and KIA shall work together to determine suitable mechanisms for the timely completion of the community tourism strategies, including but not limited to KIA conducting the studies and being reimbursed by Canada for this work.

12.6 EXPENDITURES TO SUPPORT THE OPERATION OF THE PARK

12.6.1 Canada shall assume lead responsibility for financing the planning, development, management and operation of the Park and shall make an initial expenditure over five years of 7.050 million dollars (\$7,050,000.00), subject to the appropriation of funds by the Parliament of Canada, such amount incorporating projected expenditures for Park operations and management, capital development, and

salaries and wages for Park Staff. To the extent possible, these expenditures shall be made in the Kivalliq region.

- 12.6.2 Parks Canada shall establish an Ukkusiksalik National Park operations centre in Repulse Bay.
- 12.6.3 Parks Canada shall commit to expenditures for salaries and benefits for five full time equivalent positions for Ukkusiksalik National Park.
- 12.6.4 The Hudson's Bay Post located in the Park shall be cleaned up and buildings stabilized to a condition suitable for their use as part of the interpretive program for the Park. An estimate of the cost of this work shall be prepared within one year of the signing of this Agreement and reviewed with the UPMC. Clean up of the site and stabilization of the buildings shall begin within two years of the signing of this Agreement.

12.7 CONTRACTING OPPORTUNITIES FOR INUIT

- 12.7.1 At the beginning of each fiscal year Parks Canada shall notify KIA or its designate of all anticipated contracting opportunities in the Nunavut Territory over five thousand dollars (\$5,000.00) for which funds have been budgeted.
- 12.7.2 For contracts greater than five thousand dollars (\$5,000.00) and less than twenty-five thousand dollars (\$25,000.00), Parks Canada may provide the Inuit Firm with a 10% advance payment upon receipt of award of the contract to assist the business in start up.
- 12.7.3 To assist Inuit Firms which are successful in bidding on contracts greater than twenty-five thousand dollars (\$25,000.00) to obtain commercial financing, Parks Canada shall provide letters of intent to contract or contracts conditional upon the Inuit Firm obtaining financing.

SCHEDULE 12-1

STEPS TO BE FOLLOWED TO PROVIDE INUIT PRIORITY FOR A PARK BUSINESS LICENCE

1. Upon receiving an application from a Non-Inuit Business for a Park Business Licence to which sections 12.2.1, 12.2.2, 12.2.4 or 12.2.5 apply, the Superintendent shall:
 - a) as soon as possible provide the KIA or its designate with Notice in the manner specified in Article 1 that an application subject to one of the sections 12.2.1, 12.2.2, 12.2.4 or 12.2.5 has been received including a brief description of the nature of the business activity proposed and, in general terms, the geographical location in the Park where the Non-Inuit Business is proposed to be carried on; and
 - b) notify the applicant in writing that the processing of the application is subject to the KIA's first priority set out in Article 12 and provide the applicant with a copy of this Agreement, drawing the applicant's attention to Article 12 and this Schedule, and advise that the application shall be processed in accordance with the procedure set out in this Schedule.
2. Within 30 days after the day the KIA or its designate receives the Notice from the Superintendent, KIA or its designate must Notify the Superintendent in writing whether or not it intends to take advantage of its first priority to apply for a Park Business Licence.
3. If the KIA or its designate Notifies the Superintendent that it does not intend to take advantage of its first priority to apply for a Park Business Licence, the Superintendent shall notify the original applicant and may proceed to process the original application.
4. If within 30 days after the day the KIA or its designate receives the Notice from the Superintendent, it fails to Notify the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence, the KIA or its designate is deemed to have given Notice that it does not intend to take advantage of its first priority.
5. If the KIA or its designate Notifies the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence:
 - a) the Superintendent shall notify the original applicant that the KIA or its designate intends to take advantage of its first priority under this Schedule; and
 - b) within 120 days after the day the KIA or its designate receives the Notice of the original application from the Superintendent, it shall submit one or more applications to the Superintendent for a Park Business Licence to carry on a business that is substantially similar to the nature and location of the business proposed by the original applicant.
6. If, after having advised the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence, the KIA or its designate fails to submit an application within 120 days:
 - a) the KIA or its designate is deemed to have given Notice that it does not intend to take advantage of its first priority; and
 - b) the Superintendent may process the original application.

7. If, after having advised the Superintendent that it intends to take advantage of its first priority to apply for a Park Business Licence, the KIA decides not to take advantage of its first priority:
 - a) the KIA or its designate shall Notify the Superintendent; and
 - b) the Superintendent may process the original application.
8. If the KIA or its designate submits an application for a Park Business Licence within 120 days in accordance with section 5 of this Schedule and the Superintendent approves the application, the Superintendent shall:
 - a) issue the Park Business Licence to the KIA or its designate; and
 - b) notify the original applicant in writing.
9. The Superintendent shall not reject an application from the KIA or its designate for a Park Business Licence without just cause. If the Superintendent rejects an application from the KIA or its designate for a Park Business Licence, he or she shall Notify the KIA or its designate of the rejection and the reasons for the rejection.
10. If the Superintendent rejects an application from the KIA or its designate under section 9 of this Schedule, the KIA or its designate may submit a further application within 30 days after the day it receives the Notice of rejection from the Superintendent. If the KIA or its designate submits a further application within 30 days, it maintains its first priority to apply for a Park Business Licence until the day it receives a Notification from the Superintendent that he or she either approves or rejects the further application and the reasons for the decision.

For each Park Business Licence, the KIA or its designate is entitled to only one 30 day period within which it may submit a further application and maintain its first priority.
11. Subject to the first priority procedure contained in this Schedule, the original applicant may resubmit its original application or submit a new application for a business licence.
12. At the written request of the KIA or its designate, the Superintendent may extend any time period set out in this Schedule.

ARTICLE 13

DISPUTE RESOLUTION

- 13.1 This Article provides for dispute resolution mechanisms which apply to all disputes arising out of the interpretation, application or implementation of this Agreement.
- 13.2 In the event that a dispute subject to this Article arises between two or all of the Parties to this Agreement, the Party wishing to resolve the dispute shall give Notice to the other(s) in the manner specified in Article 1 of this Agreement and shall describe the nature of the dispute.
- 13.3 Within 60 days of Notice being given under Part 13.2, the Parties to the dispute shall meet to attempt in good faith to negotiate a resolution to the dispute, failing which Part 13.4 shall apply.
- 13.4 The Parties to the dispute shall then describe the nature of the dispute and refer the matter to the UPMC and seek the recommendation of the UPMC as a means of resolving the dispute. The UPMC shall make best efforts to provide their recommendations expeditiously.
- 13.5 If, within 30 days of the receipt of the UPMC recommendations, the Parties to the dispute do not resolve the dispute on the basis of the UPMC recommendations or otherwise, they may by agreement, select a mediator to assist in the negotiation of a resolution to the dispute.
- 13.6 If the Parties to the dispute cannot agree to a mediator within 60 days, or such time as they may otherwise agree, the UPMC shall appoint one.
- 13.7 If the Parties to the dispute cannot resolve the dispute on the basis of the mediation, either Party may refer the matter to the Arbitration Board for arbitration by a panel under Article 38 of the *NLCA*.
- 13.8 A dispute referred to the Arbitration Board under Part 13.7 constitutes a matter with respect to which an arbitration panel has jurisdiction to arbitrate under section 38.2.1 of the *NLCA*.
- 13.9 The Parties to the dispute shall pay their own costs for any dispute resolution undertaken pursuant to this Article.
- 13.10 Nothing in this Article precludes a Party to the dispute from seeking an alternative legal remedy once they have complied with Parts 13.1 through 13.4.

ARTICLE 14

IMPLEMENTATION, REVIEW, AMENDMENT AND TERM OF AGREEMENT

14.1 IMPLEMENTATION OF THIS AGREEMENT

14.1.1 The Parties shall monitor the implementation of this Agreement and shall meet annually to determine whether the purposes and commitments set out in this Agreement are being achieved. The Parties may seek information and advice from the UPMC to assist them in these monitoring efforts.

14.2 REVIEW OF THIS AGREEMENT

14.2.1 Unless the Parties agree otherwise, five years after this Agreement is signed and subsequently at five-year intervals, the KIA and Parks Canada shall:

a) contract for an independent evaluation of this Agreement to determine whether the purposes and commitments of this Agreement are being achieved; and

share the cost of the evaluation equally.

14.2.2 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 purposes and commitments of this Agreement are being achieved.

14.2.3 Canada shall pay the cost of a joint review, including the costs for the participation of any UPMC representatives as may be agreed upon by the Parties.

14.2.4 The Parties shall address issues raised by a review conducted under this Part and the Parties shall each take into consideration the results of any such review in their decision on whether an amendment to this Agreement is required, pursuant to section 14.3.1.

14.2.5 After the completion of the third review of this Agreement and every third review afterward, unless the Parties agree otherwise, the Parties shall renegotiate this Agreement in whole or in part in order to address and attempt to minimize detrimental impacts of the Park on Inuit and reasonably confer benefits on Inuit as a result of the ongoing operation of the Park.

14.2.6 For greater certainty, this Agreement continues in force until any renegotiation contemplated in section 14.2.5 is completed and any amendments to this Agreement are signed by the Parties.

14.3 AMENDMENT

14.3.1 This Agreement may only be amended with the written consent of the Parties except that the consent of Nunavut shall only be required for the amendment of provisions directly affecting its programs.

SIGNATURES

**FOR HER MAJESTY THE
QUEEN IN RIGHT OF
CANADA**

**On behalf of the Government of
Canada**

The Honourable Sheila Copps,
Minister of Canadian Heritage

Nancy Karetak-Lindell,
Member of Parliament, Nunavut

T. Lee, Chief Executive Officer,
Parks Canada Agency

**On behalf of the Government of
the Territory of Nunavut**

Olayuk Akesuk, Minister of the
Department of Sustainable
Development

Peter Irniq,
Commissioner of Nunavut

**FOR THE INUIT OF THE
NUNAVUT SETTLEMENT
AREA**

**On behalf of the Kivalliq Inuit
Association**

Paul Kaludjak, President of the Kivalliq
Inuit Association (KIA)

David Aglukark, Chief Negotiator,
representing the KIA

Tongola Sandy,
Chief Land Administrator,
Kivalliq Inuit Association

Signed in Repulse Bay, Territory of Nunavut, on the _____ day of _____ 2001

APPENDIX #1

PARK BOUNDARY DESCRIPTION

UKKUSIKSALIK NATIONAL PARK OF CANADA

In Nunavut;
Adjacent to Roes Welcome Sound in Hudson Bay;

All that parcel including Wager Bay, in the vicinity of Roes Welcome Sound, more properly described as follows: All coordinates are referred to the 1983 North American Datum.

Commencing at a point on the ordinary low water mark of the western shoreline of Roes Welcome Sound at latitude 65°10'53" and approximate longitude 86°58'23"; (1)

Thence southwesterly to a point at latitude 65°10'21" and longitude 86°59'51"; (2)

Thence westerly to a point at latitude 65°09'50" and longitude 87°05'02"; (3)

Thence southwesterly to a point at latitude 65°07'05" and longitude 87°17'01"; (4)

Thence southwesterly to a point at latitude 65°01'00" and longitude 87°33'17"; (5)

Thence westerly to a point at latitude 65°01'37" and longitude 87°54'45"; (6)

Thence westerly to a point at latitude 65°02'06" and longitude 88°16'33"; (7)

Thence westerly to a point at latitude 65°02'04" and longitude 88°33'00"; (8)

Thence northerly to a point at latitude 65°08'12" and longitude 88°31'42"; (9)

Thence northwesterly to boundary monument 207RE as shown on a Plan of Parcel RE-31 recorded in the Canada Lands Surveys Records at Ottawa as 81596, a copy of which is filed in the Land Titles Office at Yellowknife as 3267, said monument being situated at approximate latitude 65°14'23" and approximate longitude 88°42'19"; (10)

Thence on a bearing of 110°42'11", a distance of 5,645.49 metres to boundary monument 208RE as shown on said plan, said monument being situated at approximate latitude 65°13'23" and approximate longitude 88°35'28"; (11)

Thence on a bearing of 110°24'06", a distance of 7,025.65 metres to boundary monument 209RE as shown on said plan, said monument being situated at approximate latitude 65°12'09" and approximate longitude 88°26'57"; (12)

Thence on a bearing of 66°17'55", a distance of 5,257.39 metres to boundary monument 210RE as shown on said plan, said monument being situated at approximate latitude 65°13'21" and approximate longitude 88°20'51"; (13)

Thence on a bearing of 50°54'39", a distance of 3,976.76 metres to boundary monument 211RE as shown on said plan, said monument being situated at approximate latitude 65°14'44" and approximate longitude 88°16'57"; (14)

Thence northwesterly, easterly and northerly along the left bank of an unnamed stream, the ordinary high water mark of an unnamed lake, the left bank of Masivak Creek, and continuing westerly along the ordinary high water mark of Wager Bay to boundary monument 201RE as shown on said plan, said monument being situated at approximate latitude 65°30'02" and approximate longitude 89°21'12"; (15)

Thence on a bearing of $188^{\circ}17'44''$, a distance of 13,243.75 metres to boundary monument 202RE as shown on said plan, said monument being situated at approximate latitude $65^{\circ}22'57''$ and longitude approximate $89^{\circ}23'02''$; (16)

Thence southwesterly to a point at latitude $65^{\circ}18'47''$ and longitude $89^{\circ}39'20''$; (17)

Thence northwesterly to triangulation station number 739043 established by the Geodetic Survey Division of the Earth Sciences Sector, Natural Resources Canada at Ottawa, said station being situated at approximate latitude $65^{\circ}23'40''$ and approximate longitude $89^{\circ}54'05''$; (18)

Thence northerly to a point at latitude $65^{\circ}29'24''$ and longitude $89^{\circ}59'14''$; (19)

Thence westerly to a point at latitude $65^{\circ}32'24''$ and longitude $90^{\circ}17'27''$; (20)

Thence northwesterly to a point at latitude $65^{\circ}39'15''$ and longitude $90^{\circ}32'23''$; (21)

Thence westerly to a point at latitude $65^{\circ}37'57''$ and longitude $90^{\circ}51'17''$; (22)

Thence northwesterly to a point at latitude $65^{\circ}42'30''$ and longitude $91^{\circ}10'58''$; (23)

Thence westerly to a point at latitude $65^{\circ}45'12''$ and longitude $91^{\circ}32'24''$; (24)

Thence northwesterly to a point at latitude $65^{\circ}47'53''$ and longitude $91^{\circ}45'58''$; (25)

Thence northwesterly to a point at latitude $65^{\circ}51'40''$ and longitude $91^{\circ}59'06''$; (26)

Thence northwesterly to a point at latitude $65^{\circ}56'05''$ and longitude $92^{\circ}13'20''$; (27)

Thence northwesterly to a point at latitude $66^{\circ}00'44''$ and longitude $92^{\circ}30'00''$; (28)

Thence northerly to a point at latitude $66^{\circ}04'37''$ and longitude $92^{\circ}35'03''$; (29)

Thence northeasterly to a point at latitude $66^{\circ}05'39''$ and longitude $92^{\circ}32'22''$; (30)

Thence northerly to a point at latitude $66^{\circ}11'39''$ and longitude $92^{\circ}41'37''$; (31)

Thence northeasterly to a point at latitude $66^{\circ}14'35''$ and longitude $92^{\circ}38'05''$; (32)

Thence northeasterly to a point at latitude $66^{\circ}15'53''$ and longitude $92^{\circ}33'17''$; (33)

Thence northeasterly to a point at latitude $66^{\circ}19'11''$ and longitude $92^{\circ}26'16''$; (34)

Thence northerly to a point at latitude $66^{\circ}22'07''$ and longitude $92^{\circ}24'31''$; (35)

Thence northeasterly to a point at latitude $66^{\circ}22'30''$ and longitude $92^{\circ}23'47''$; (36)

Thence northeasterly to a point at latitude $66^{\circ}23'32''$ and longitude $92^{\circ}21'31''$; (37)

Thence northeasterly to a point at latitude $66^{\circ}24'30''$ and longitude $92^{\circ}18'41''$; (38)

Thence northeasterly to a point at latitude $66^{\circ}25'27''$ and longitude $92^{\circ}15'59''$; (39)

Thence northerly to a point at latitude $66^{\circ}28'16''$ and longitude $92^{\circ}14'08''$; (40)

Thence northeasterly to a point at latitude $66^{\circ}28'51''$ and longitude $92^{\circ}12'51''$; (41)

Thence southeasterly to a point at latitude $66^{\circ}28'47''$ and longitude $92^{\circ}12'39''$; (42)

Thence easterly to a point at latitude 66°29'10" and longitude 91°48'48"; (43)

Thence southeasterly to a point at latitude 66°26'06" and longitude 91°42'40"; (44)

Thence southerly to a point at latitude 66°20'44" and longitude 91°41'05"; (45)

Thence southeasterly to a point at latitude 66°17'48" and longitude 91°31'55"; (46)

Thence easterly to a point at latitude 66°19'35" and longitude 91°05'54"; (47)

Thence northeasterly to a point at latitude 66°23'04" and longitude 90°51'32"; (48)

Thence northeasterly to a point at latitude 66°29'52" and longitude 90°34'05"; (49)

Thence easterly to a point at latitude 66°30'39" and longitude 90°27'51"; (50)

Thence southeasterly to boundary monument 4RE as shown on a Plan of Parcel RE-37 recorded in the Canada Lands Surveys Records at Ottawa as 81593, a copy of which is filed in the Land Titles Office at Yellowknife as 3272, said monument being situated at approximate latitude 66°24'13" and approximate longitude 90°10'33"; (51)

Thence easterly to a point at latitude 66°23'14" and longitude 89°56'45"; (52)

Thence southeasterly to a point at latitude 66°15'34" and longitude 89°42'54"; (53)

Thence easterly to a point at latitude 66°19'28" and longitude 89°16'01"; (54)

Thence northeasterly to a point at latitude 66°23'45" and longitude 88°58'50"; (55)

Thence northeasterly to a point at latitude 66°27'26" and longitude 88°48'57"; (56)

Thence easterly to a point at latitude 66°28'27" and longitude 88°40'44"; (57)

Thence southeasterly to a point at latitude 66°25'05" and longitude 88°34'16"; (58)

Thence southerly to a point at latitude 66°16'03" and longitude 88°35'55"; (59)

Thence southeasterly to a point at latitude 66°10'31" and longitude 88°26'43"; (60)

Thence southerly to a point at latitude 65°59'45" and longitude 88°20'17"; (61)

Thence southeasterly to a point at latitude 65°50'51" and longitude 88°07'36"; (62)

Thence southeasterly to a point at latitude 65°42'00" and longitude 87°56'57"; (63)

Thence southeasterly to triangulation station number 6490700 established by the Geodetic Survey Division of the Earth Sciences Sector, Natural Resources Canada at Ottawa, said station being situated at approximate latitude 65°31'30" and approximate longitude 87°44'07"; (64)

Thence easterly to a point at latitude 65°30'34" and longitude 87°30'38"; (65)

Thence southeasterly to a point at latitude 65°27'02" and longitude 87°11'11"; (66)

Thence southeasterly to triangulation station number 6490705 established by the Geodetic Survey Division of the Earth Sciences Sector, Natural Resources Canada at Ottawa, said station being situated at approximate latitude 65°25'51" and approximate longitude 87°08'57"; (67)

Thence southeasterly to a point on the ordinary low water mark of the western shoreline of Roes Welcome Sound at latitude 65°24'25" and approximate longitude 87°02'59"; (68)

Thence southerly, in a straight line, to the point of commencement; (1)

Saving and excepting Parcel RE-32 as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as 81597, a copy of which is filed in the Land Titles Office at Yellowknife as 3271, but including the mines and minerals that may be found to exist within, upon or under Parcel RE-32;

Including all shoals, islands, sandbars and spits that may be periodically exposed at low tide;

Said Ukkusiksaliq National Park of Canada containing about 20,558 square kilometres.

Alain Arseneault, CLS
Surveyor, Quality Control
Legal Surveys Division
Natural Resources Canada
November 10, 2000

Reference to mapped turning points added by:

Judi Cozzetto
Parks Canada
November 20, 2000

APPENDIX #2

MAP

UKKUSIKSALIK NATIONAL PARK OF CANADA