

ARTICLE 8

PARKS

PART 1: DEFINITIONS

8.1.1 In this Article:

"National Park Natural Regions" means the terrestrial natural regions as described in National Parks System Plan 1990 published by Environment Canada;

"Zone I - Special Preservation" means specific areas or features which deserve special preservation because they contain or support unique, rare or endangered features or the best examples of natural features;

"Zone II - Wilderness" means extensive areas which are good representations of each natural history themes of the Park and which will be maintained in a wilderness state.

PART 2: NATIONAL PARKS

General Desirability

8.2.1 It is desirable to establish National Parks in National Parks Natural Regions 39, 38, 37, 36, 28, 26, 25, 17, 16 and 15. The Canadian Parks Service shall work with the DIO, affected communities, and the Territorial Government to establish National Parks required by the Government of Canada in the Nunavut Settlement Area to complete representation of those National Park Natural Regions, recognizing that only National Park Natural Regions 39, 37 and 26 lie exclusively within the Nunavut Settlement Area.

Auyuittuq National Park

8.2.2 Auyuittuq National Park Reserve shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for Auyuittuq National Park within two years of the date of ratification of the Agreement. The boundaries of Auyuittuq National Park on the date of establishment and the boundaries of Auyuittuq National Park Reserve on the date of ratification shall be as defined in Schedule 8-1.

National Park - Ellesmere Island

8.2.3 Ellesmere Island National Park Reserve shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4, unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within two years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in Schedule 8-2.

National Park - North Baffin

- 8.2.4 The area withdrawn by Order-In-Council P.C. 1992 - 345 dated 27 February 1992 for a National Park in North Baffin shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within three years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in that Order in Council unless otherwise agreed to by the Government of Canada and the DIO.

National Park Proposal - Wager Bay

- 8.2.5 Recognizing that the parcels of Inuit Owned Lands RE-31/56H and RE-32/56H may lie within the boundaries that may be proposed for a National Park on Wager Bay, Government and the DIO shall consider possible exchanges of some of those lands for other lands during the consultation process leading to a decision on Park establishment. Any lands acquired by the DIO in such an exchange shall have the status of Inuit Owned Lands and any lands relinquished shall cease to be Inuit Owned Lands.

Changes to National Parks

- 8.2.6 Where the Government of Canada at any time intends to redraw the boundaries of a National Park, or otherwise act, so as to remove lands from a National Park, it shall:
- (a) first conduct an extensive process of public consultation; and
 - (b) offer the lands to the DIO
 - (i) at a favourable price where the Government of Canada intends to dispose of the land, or
 - (ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Government of Canada intends to remove the lands from National Park status solely for the purpose of establishing its own facilities or operations on the lands in question.

- 8.2.7 Sub-section 8.2.6(b) shall not apply to marine areas within National Parks.

Park Management

- 8.2.8 Subject to provisions of an IIBA in relation to a National Park, each National Park in the Nunavut Settlement Area shall contain a predominant proportion of Zone I - Special Preservation and Zone II - Wilderness.
- 8.2.9 The establishment of new National Parks in the Nunavut Settlement Area after the

date of the ratification of the Agreement shall be subject to Articles 11 and 12, but those Articles shall not apply to the Auyuittuq, Ellesmere Island or North Baffin National Parks.

- 8.2.10 Article 11 shall not apply to or within the boundaries of National Parks, once established.
- 8.2.11 Article 12 shall apply to project proposals in the National Parks.
- 8.2.12 Water use in the National Parks shall be regulated in accordance with park management plans and laws of general application. The jurisdiction of the NWB within National Parks shall be determined in relevant legislation. Where water use in National Parks affects Inuit water rights in Inuit Owned Lands, Inuit shall be entitled to compensation as set out in Article 20 or in relevant IIBAs.

PART 3: TERRITORIAL PARKS

General Desirability

- 8.3.1 It is generally desirable to establish Territorial Parks in the Nunavut Settlement Area.
- 8.3.2 Where the Territorial Government at any time intends to re-draw the boundaries of a Territorial Park, or otherwise act, so as to remove lands from a Territorial Park, it shall:
 - (a) first conduct an extensive process of public consultation; and
 - (b) offer the lands to a DIO
 - (i) at a favourable price where the Territorial Government intends to dispose of the lands, or
 - (ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Territorial Government intends to remove the lands from Territorial Parks status solely for the purpose of establishing its own facilities or operations on the lands in question.
- 8.3.3 Subsection 8.3.2(b) shall not apply to marine areas within Territorial Parks.

Involvement of Inuit - Generally

- 8.3.4 The territorial government and Inuit agree to the general desirability of involving Inuit, and other local residents, in the planning and management of Territorial Parks in the Nunavut Settlement Area. Accordingly, in addition to all other rights and benefits of these provisions, Inuit and other local residents of the Nunavut Settlement Area shall be involved in the planning and management of Territorial Parks in the Nunavut Settlement Area.

Parks Management

- 8.3.5 The establishment of new Territorial Parks in the Nunavut Settlement Area after the date of the ratification of the Agreement shall be subject to Articles 11 and 12.
- 8.3.6 Article 11 shall not apply to or within the boundaries of Territorial Parks once they have been established.
- 8.3.7 Article 12 shall apply to project proposals in Territorial Parks.
- 8.3.8 Articles 13 and 20 shall apply to waters in Territorial Parks in the Nunavut Settlement Area.
- 8.3.9 When the Territorial Government and the affected DIOs agree, they may negotiate Inuit participation in the planning and management of Territorial Parks on a Regional or by a Territorial Park category basis.

Proposed Katannilik Territorial Park

- 8.3.10 In the event that the proposed Katannilik Territorial Park is established prior to the date of the ratification of the Agreement so as to enclose the Inuit Owned Lands Parcel LH-5/25K, such establishment shall in no way limit the rights of access flowing to the DIO, as a consequence of its ownership of the minerals, at common law and as recognized by the Agreement, but the rights of access are subject to any conditions in an IIBA respecting the protection of the environment and the integrity of the Park.
- 8.3.11 In the event that the proposed Katannilik Territorial Park is not established prior to the date of ratification of the Agreement, the DIO shall have the right to acquire, as Inuit Owned Lands in the form described in Sub-section 19.2.1(b), any or all of Inuit Lands Identification Parcels LH-25K-O1, LH-25K-O1(SSO1) and LH-25N-O1 as shown on the two maps titled *Inuit Lands Identification Parcels* on deposit with the registrar in exchange for an equal amount of Inuit Owned Lands within the South Baffin Land Use Region as defined in Schedule 19-3.

PART 4: GENERAL PROVISIONS APPLICABLE TO BOTH NATIONAL PARKS AND TERRITORIAL PARKS

Generally

- 8.4.1 This Part shall apply to National Parks established by the Government of Canada and Territorial Parks established by the Territorial Government.

Inuit Impact and Benefit Agreements (IIBAs)

- 8.4.2 No Park shall be established in the Nunavut Settlement Area until the obligations set out in Sections 8.4.4 and 8.4.5 have been complied with.
- 8.4.3 Where the Government of Canada, the Territorial Government and the DIO are

agreeable, the Territorial Government may be made a party to the negotiation and conclusion of an IIBA pertaining to a National Park.

8.4.4 Prior to the establishment of a Park in the Nunavut Settlement Area, the Government responsible for the establishment of the Park, and in the case of the Government of Canada, the Canadian Parks Service in concert with other affected federal government agencies, and a DIO shall negotiate, in good faith, for the purpose of concluding an IIBA. An IIBA negotiated under this Article shall include any matter connected with the proposed park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit either on a Nunavut-wide, regional or local basis. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 8-3 shall be considered appropriate for negotiation and inclusion within an IIBA in relation to a Park.

8.4.5 If the Government responsible for the establishment of the Park and the DIO cannot agree on the terms of an IIBA in a reasonable period of time, they shall select a conciliator who shall submit a report to the Minister, for his consideration and decision. The obligation to conclude an IIBA with respect to any proposed Park, shall endure only as long as the other party is acting in good faith and reasonably. This Section shall not derogate from the requirement of Sections 8.4.11 to 8.4.14.

8.4.6 With respect to Territorial Parks that have been established prior to and continue to exist at the date of ratification of the Agreement, the Territorial Government and DIO are obligated to conclude an IIBA prior to the fifth anniversary of the date of ratification of the Agreement.

8.4.7 Except where an IIBA in good standing indicates otherwise, every agreement shall be re-negotiated at least every seven years.

Other Inuit Economic Benefits

8.4.8 Where Government intends to contract for the establishment, operation or maintenance of park facilities in the Nunavut Settlement Area, Government shall:

(a) give preferential treatment to qualified Inuit contractors where Government proposes to tender such contracts; and

(b) ensure that all contractors give preferential treatment to Inuit.

8.4.9 A DIO shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the Nunavut Settlement Area.

8.4.10 Sections 8.4.8 and 8.4.9 shall not restrict the provisions of an IIBA in relation to a proposed Park in the Nunavut Settlement Area that deals with economic benefits for Inuit.

Management

- 8.4.11 A joint Inuit/Government parks planning and management committee ("the Committee") shall be established through an IIBA when requested either by Government or a DIO. The Committee shall consist of equal numbers of members appointed by the appropriate DIO and the appropriate territorial or federal Minister responsible for Parks. There shall be separate committees for Territorial and National Parks.
- 8.4.12 The Committee may advise the Minister or the Minister's designate, the NWMB, or other agencies, as it deems appropriate, on all matters related to park management.
- 8.4.13 Management plans for Parks shall be developed within five years of the establishment of a Park or of the date of ratification of the Agreement, whichever is the later date, by the Canadian Parks Service for National Parks and by the Territorial Government for Territorial Parks. Such plans shall be based on the recommendations of the Committee, where such a Committee is established, taking into account the recommendations of other interested persons or bodies. Upon review by the Committee, Park management plans shall be forwarded to the Minister for consideration and approval. Park management plans shall be reviewed and may be revised as provided in the plan.
- 8.4.14 Management plans for Parks shall accord with or be revised to accord with relevant terms and conditions of the appropriate IIBA.

Inuit Access

- 8.4.15 In addition to any other rights of access and use enjoyed by or flowing to Inuit, Inuit have entry at no cost into Parks.

Information

- 8.4.16 Government shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about Parks in the Nunavut Settlement Area, and any information disseminated or communicated to the public within any Parks in the Nunavut Settlement Area shall be equally prominent in one or more of Canada's official languages and in Inuktitut.

New Parks

- 8.4.17 The establishment, after the date of ratification of the Agreement, of Parks not identified in a Schedule to this Article, as well as the expansion of a Park, shall be subject to the provisions dealing with the negotiation of an IIBA and other provisions providing Inuit with an opportunity to secure benefits from the establishment, planning and management of Parks in the Nunavut Settlement Area.

Dedication

- 8.4.18 Appropriate recognition shall be made of Inuit history and presence as part of the process of the establishment and operation of a Park.

Interpretation

- 8.4.19 In the event of a conflict between this Article and Article 5, Article 5 shall prevail.

SCHEDULE 8-1

AUYUITTUQ NATIONAL PARK

(Section 8.2.2)

That area as described in Part III of Schedule V of S.C. 1974, c. 11, excluding Narpaing and Quajon Fiords, the inlet between Quajon Fiord and Inuit Owned Lands Parcel BI-38/26P, the islands in those fiords and inlet, Kivitoo Harbour and Kivitoo DEW Line Site and the following Inuit Owned Lands Parcels:

BI-20/26P,27A	BI-25/26O,27A
BI-23/26O,27A	BI-38/26P
BI-24/26O,27A	

SCHEDULE 8-2

NATIONAL PARK - ELLESMERE ISLAND

(Section 8.2.3)

That area described in S.C. 1988, c. 48, Schedule III.

SCHEDULE 8-3

MATTERS APPROPRIATE FOR INUIT IMPACT AND BENEFITS AGREEMENTS IN RELATION TO PARKS

(Section 8.4.4)

1. Inuit training at all levels.
2. Preferential hiring of Inuit.
3. Employment rotation reflecting Inuit needs and preferences.
4. Scholarships.
5. Labour Relations.
6. Business opportunities for Inuit in relation to all parks services and facilities including:
 - (a) provision of seed capital;
 - (b) provision of expert advice;
 - (c) tourist packages and promotion.
7. Housing, accommodation and recreation for Inuit working in the park services and at park facilities including their dependents.
8. Language of work in park services and at park facilities.
9. Inuit access to park services and park facilities.
10. Routes and locations of access to the Park.
11. Important environmental concerns, particularly disruption of wildlife, including measures for protection and conservation.
12. Outpost camps.
13. Insofar as use of the Park affects Inuit, such matters as:
 - (a) land use activities permitted in the Park;
 - (b) zones and other matters requiring special protection, limitations or restrictions on

- use;
 - (c) types, forms and modes of technology and transportation permitted;
 - (d) protection and management of archaeological sites and sites of religious or cultural significance.
14. Information flow and interpretation including liaison between Inuit and the appropriate park agency regarding park management and Inuit participation and concern.
 15. Relationship to prior and subsequent IBAs.
 16. Arbitration and amendment provisions.
 17. Implementation and enforceability.
 18. Any other matters the Parties consider to be relevant to the needs of the Park and Inuit.