



**EXEMPTION AGREEMENT PURSUANT TO SCHEDULE 12-1 (Item 7)
OF THE NUNAVUT LAND CLAIMS AGREEMENT**

BETWEEN:

THE NUNAVUT IMPACT REVIEW BOARD (“NIRB”)

AND

PARKS CANADA AGENCY (“Parks Canada”)

Collectively “the Parties”

PREAMBLE

WHEREAS the NIRB has responsibilities pursuant to Article 12 of the *Nunavut Land Claims Agreement*, the *Nunavut Land Claims Agreement Act*, S.C. 1993, c. 29 (NLCA) and Part 3 of the *Nunavut Planning and Project Assessment Act*, S.C. 2013, c. 14 (NuPPAA) to conduct environmental and socio-economic impact assessments of project proposals within the Nunavut Settlement Area (NSA);

AND WHEREAS Parks Canada is a federal agency, established under the *Parks Canada Agency Act*, S.C. 1998, c. 31 “for the purpose of ensuring that Canada’s national parks, national historic sites and related heritage areas are protected and presented for this and future generations and in order to further the achievement of the national interest as it relates to those parks, sites and heritage areas and related programs”, including in the NSA;

AND WHEREAS project proposals within National Parks, National Marine Conservations Areas and National Historic Sites in the NSA are subject to the requirements of Article 12 of the NLCA and unless exempted (as described below) are subject to screening by the NIRB;

AND WHEREAS Schedule 12-1, Item 7 of the NLCA authorizes the NIRB and the appropriate Minister to exempt from the requirements for screening under Article 12 such other categories of activities and projects as may be agreed upon by the NIRB and the Minister (an Exemption Agreement);

AND WHEREAS pursuant to s. 230(4) of the NuPPAA, an Exemption Agreement may be submitted by the parties to the Minister of Aboriginal Affairs and Northern

Development to be added to NuPPAA, Schedule 3: Classes of Works and Activities Exempt from Screening.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 GENERAL

1.1 Definitions

For the purposes of this Exemption Agreement these terms will have the following meanings:

“National Park” means a park or park reserve as defined in subsection 2(1) of the *Canada National Parks Act*, and that is located in the NSA.

“National Marine Conservation Area” means a marine conservation area or reserve as defined in subsection 2(1) of the *Canada National Marine Conservation Areas Act*, and that is located in the NSA.

“National Historic Site” means a historic place designated under the *Historic Sites and Monuments Act*, is administered by Parks Canada, is the subject of an Inuit Impact and Benefit Agreement, and that is located in the NSA.

“NIRB” means either the Nunavut Impact Review Board or a duly authorized representative of the Nunavut Impact Review Board, as appropriate.

“Parks Canada” means the Parks Canada Agency established under the *Parks Canada Agency Act*, or a duly authorized representative of the Parks Canada Agency, as appropriate.

“Research and Collection Permit” means a permit issued by the Parks Canada Superintendent that is required for all archaeological, natural, and social science research that involves fieldwork, natural object and archaeological object collection in National Parks, National Marine Conservation Areas or National Historic Sites.

“Superintendent” has the same meaning as in the *Canada National Parks Act*, S.C. 2000, c. 32.

2.0 SCOPE OF THE EXEMPTION

2.1 Authorizations Governed By the Exemption Agreement

Activities requiring a Research and Collection Permit issued by Parks Canada are exempt from the requirement for screening by the NIRB.

2.2 Cumulative Impacts

Where Parks Canada has concerns regarding cumulative ecosystemic and socio-economic impacts associated with the project proposal, Parks Canada will forward the proposal to the NIRB for screening.

2.3 Public Concern

Where public concern has been expressed regarding a project proposal, Parks Canada, may, at their discretion, send any project proposals, including those that would otherwise be exempt from screening under this Exemption Agreement, to the NIRB for screening.

2.4 Authorizations Not Governed by the Exemption Agreement

Any authorizations issued by Parks Canada for activities and/or project proposals in the Nunavut Settlement Area other than the Research and Collection Permits included under this Exemption Agreement will continue to be subject to screening by the NIRB as required under Article 12 of the NLCA.

3.0 TERM OF THIS AGREEMENT

3.1 Term

This Exemption Agreement commences when the Exemption Agreement has been signed by both parties and continues until the Exemption Agreement is terminated as set out in s. 3.2 below.

3.2 Termination of the Agreement

Upon providing 120 days' written notice to the other party and an explanation as to the rationale for terminating the Exemption Agreement (including issues such as non-compliance with the terms of the Exemption Agreement, a determination that the Exemption Agreement is no longer appropriate or required, etc.) either party to this Exemption Agreement may terminate the Exemption Agreement.

4.0 TERMS AND CONDITIONS

4.1 Monitoring and Reporting

For the purposes of monitoring the effectiveness of the Exemption Agreement, every year, on or before March 31 of the following year, Parks Canada will provide the NIRB with:

- copies of the Research and Collection Permits issued by Parks Canada in the previous year; and
- a report which notifies the NIRB of any particular concerns regarding potential adverse impacts of proposed or authorized projects from the previous year.

4.2 Notifications

Research and Collection Permits issued by Parks Canada in Nunavut shall include a statement or term noting the following (or similar language):

Project proposals within National Parks, National Marine Conservation Areas and National Historic Sites administered by Parks Canada in Nunavut are subject to the Nunavut Land Claims Agreement (NLCA) and therefore screening by the Nunavut Impact Review Board (NIRB) in accordance with Section 8.2.11. However, Schedule 12-1 of the NLCA exempts certain types of project proposals from screening by the NIRB. Under an agreement through 12-1(7), the NIRB and Parks Canada have agreed to exempt Research and Collection Permits from screening by the NIRB.

5.0 EXEMPTION AGREEMENTS UNDER NUPPAA SCHEDULE 3

5.1 Submission for Inclusion

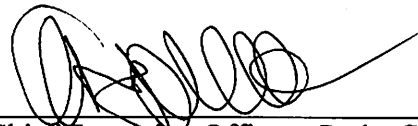
When the NIRB and the Minister have signed the Exemption Agreement and the NIRB has complied with the notice and comment requirements set out in s. 230 of NuPPAA, the NIRB shall forward the Exemption Agreement to the Minister of Aboriginal Affairs and Northern Development to be added to NuPPAA, *Schedule 3: Classes of Works and Activities Exempt from Screening*.

5.2 The Effect of Termination of The Exemption Agreement

In the event this Exemption Agreement is terminated by either party as set out in s. 3.3 above, the NIRB shall post notice of the termination and the rationale for the termination and shall provide specific notice of the termination of the Exemption Agreement to the Minister of Aboriginal Affairs and Northern Development, with a request to remove the works and activities included under the terminated Exemption Agreement from NuPPAA, *Schedule 3: Classes of Works and Activities Exempt from Screening*.



Chairperson
Nunavut Impact Review Board



Chief Executive Officer, Parks Canada
(on behalf of the Minister of Environment)