



EXEMPTION AGREEMENT PURSUANT TO SCHEDULE 12-1 (Item 7)

OF THE NUNAVUT LAND CLAIMS AGREEMENT

BETWEEN:

THE NUNAVUT IMPACT REVIEW BOARD (NIRB)

AND

GOVERNMENT OF NUNAVUT, Department of Culture and Heritage (GN CH)

Collectively the Parties

PREAMBLE

WHEREAS the NIRB has statutory responsibilities pursuant to Article 12 of the *Nunavut Land Claims Agreement*, (NLCA) the *Nunavut Land Claims Agreement Act*, S.C. 1993, c. 29 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 the GN CH is the Territorial Department with various responsibilities for the protection and management of archaeological and palaeontological resources in Nunavut, as established under Articles 21 and 33 of the NLCA and administered under the *Nunavut Act*, S.C. 1993, c. 28 (Nunavut Act), and the *Nunavut Archaeological and Palaeontological Sites Regulations*, SOR/2001-220 (the Regulations);

AND WHEREAS the GN CH issues archaeological and palaeontological permits under the Regulations to authorize various activities that are considered to be project proposals subject to the requirements of Article 12 of the NLCA, Part 3 of the NuPPAA and unless exempted (as described below) are subject to screening by the NIRB;

AND WHEREAS pursuant to Articles 11 and 12 of the NLCA and ss. 76, 78 and 85 of NuPPAA all project proposals must be submitted by a proponent directly to the Nunavut Planning Commission, and the Nunavut Planning Commission is responsible for verifying whether the project proposal is exempt from screening;

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 Indigenous and Northern Affairs Canada 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 Agreement these terms will have the following meanings:

“Archaeological artifact” means any tangible evidence of human activity that is more than 50 years old and in respect of which an unbroken chain of possession or regular pattern of usage cannot be demonstrated.

“Archaeological site” means a site where an archaeological artifact is found.

“Bona fide development project” means a development project such as site commemoration, tourism, construction, mining or any other form of development that meets the definition of project proposal under the NuPPAA.

“Class 1 permit” means a permit that entitles the permittee to survey and document the characteristics of an archaeological or palaeontological site in a manner that does not alter or otherwise disturb the site.

“Class 2 permit” means a permit that entitles the permittee to

- (a) survey and document the characteristics of an archaeological or palaeontological site;
- (b) excavate an archaeological or palaeontological site;
- (c) remove archaeological artifacts from an archaeological site or remove fossils from a palaeontological site; or
- (d) otherwise alter or disturb an archaeological or palaeontological site.

“Fossil” means the hardened or preserved remains of or the impression of previously living organisms and vegetation and includes

- (a) natural casts;

(b) preserved tracks, coprolites and plant remains; and

(c) the preserved shells and exoskeletons of invertebrates and the preserved eggs, teeth and bones of vertebrates.

“GN CH” means the Government of Nunavut, Department of Culture and Heritage or a duly authorized representative of the Government of Nunavut, Department of Culture and Heritage, as appropriate.

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

“Palaeontological site” means a site where a fossil is found.

“Regulations” means the *Nunavut Archaeological and Palaeontological Sites Regulations*, SOR/2001-220, as may be amended from time to time, and any successor legislation that replaces the Regulations.

2.0 SCOPE OF THE EXEMPTION

2.1 Authorizations Governed By This Exemption Agreement

This Exemption Agreement applies to the Class 1 and Class 2 Permits issued by the GN CH under the Regulations.

2.2 Cumulative Effects

Where the GN CH has concerns regarding potential cumulative ecosystemic and socio-economic effects associated with the works or activities proposed in an application for a permit listed in Clause 2.1 of this Exemption Agreement, the GN CH, may, at their discretion, send the project proposal to the Nunavut Planning Commission to forward to the NIRB for screening.

2.3 Public Concern

Where public concern has been expressed in respect of the works or activities proposed in an application for a permit listed in Clause 2.1 of this Exemption Agreement, the GN CH, may, at their discretion, send the project proposal to the Nunavut Planning Commission to forward to the NIRB for screening.

2.4 Authorizations Not Governed by the Exemption Agreement

2.4.1 Research Performed as Part of a Bona Fide Development Project

If the research proposed under the application for a permit as listed in Clause 2.1 is performed under contract or as a component of a Bona Fide Development Project this Exemption Agreement does NOT apply and GN CH will forward the application to the Nunavut Planning Commission for screening by the NIRB as required under Article 12 of the NLCA and Part 3 of the NuPPAA.

2.4.2 The Requirement for Authorizations Other than Class 1 or Class 2 Permits under the Regulations

This Exemption Agreement does not apply to project proposals that require, in addition to a permit listed in Clause 2.1, any other authorization, permit or licence that would trigger the requirement for NIRB screening under Article 12 of the NLCA and Part 3 of NuPPAA. Such project proposals will continue to be subject to the applicable screening requirements of the NLCA and NuPPAA.

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 Clause 3.2 of this Exemption Agreement.

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.

3.3 Providing Notice of Termination to Indigenous and Northern Affairs Canada

Upon termination, if this Exemption Agreement has been added to NuPPAA, *Schedule 3: Classes of Works and Activities Exempt from Screening*, the party providing the required written notice of termination under Clause 3.2 shall, at the same time, send a copy of the notice of termination to the Assistant Deputy Minister of Indigenous and Northern Affairs Canada or duly authorized representative.

4.0 TERMS AND CONDITIONS

4.1 Monitoring and Reporting

For the purposes of monitoring the effectiveness of the Exemption Agreement, every year, before the active archaeological and palaeontological research season begins, GN CH will provide the NIRB with a report that:

- provides a list of permit applications received;
- identifies the outcome of the application (i.e. whether permits were granted or refused); and

- informs the NIRB about any particular concerns regarding potential adverse impacts of project proposals from the previous year.

4.2 Requirements Imposed on Permit-holders

The GN CH agrees that for all permits exempted from NIRB screening by this Exemption Agreement the statutory requirement for permit-holders to restore sites to their original state upon completion of the project (thereby minimizing environmental impact) will be strictly enforced.

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 the NuPPAA, the NIRB shall forward the Exemption Agreement to the Minister of Indigenous and Northern Affairs Canada to be added to NuPPAA, *Schedule 3: Classes of Works and Activities Exempt from Screening*.

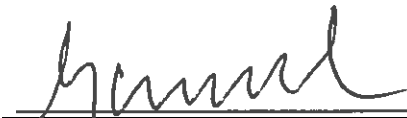
5.2 The Effect of Termination of the Exemption Agreement

Following the termination of the Exemption Agreement by either party as set out in Clause 3.2 above, the NIRB shall provide confirmation of the termination to the Minister of Indigenous and Northern Affairs Canada or duly authorized representation, 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*.



Elizabeth Copland

Chairperson
Nunavut Impact Review Board



George Kuksuk

Minister of Culture and Heritage
Government of Nunavut