



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 Environment (GN DOE)

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 DOE is the Territorial Department with various responsibilities for the management of wildlife and habitat in Nunavut, as established under the NLCA and implemented under the *Wildlife Act (Nunavut)*, S. Nu. 2003, c. 6 (Wildlife Act);

AND WHEREAS the GN DOE issues authorizations under the Wildlife Act to various works and 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:

“Animal Husbandry Licence” means a licence issued under the Wildlife Act to authorize the establishment and operation of facilities for the purpose of indigenous wildlife and reindeer propagation, cultivation or husbandry.

“Big Game Guide Licence” means a licence issued under the Wildlife Act to authorize a person to act as a guide, for compensation, to a person harvesting game.

“Big Game Outfitter Licence” means a licence issued under the Wildlife Act to authorize the holder of the licence to provide or agree to provide guides, personnel and equipment to persons harvesting or wishing to harvest big game in the areas authorized by the big game outfitter’s licence.

“Dealer’s Licence” means a licence issued under the Wildlife Act to operate a business or facility to traffic in the meat of game.

“Designated Inuit Organization” means the Tunngavik or, in respect of a function under the NLCA or NuPPAA any of the organizations that have been designated under Article 39, Section 39.1.3 as responsible for that function;

“Exemption Permit” means a permit issued under the Wildlife Act to exempt a person from specified prohibitions under the Wildlife Act.

“Export Permit” means a permit issued under the Wildlife Act that authorizes a person to export wildlife from Nunavut.

“GN DOE” means the Government of Nunavut, Department of Environment or a duly authorized representative of the Government of Nunavut, Department of Environment, as appropriate.

“Harvesting Instruction Licence” means a licence issued under the Wildlife Act to authorize the establishment, offering of or provision of an organized course of instruction during which game is harvested.

“Import Permit” means a permit issued under the Wildlife Act authorizing the import of live wildlife, prescribed live domestic animals or prescribed dead wildlife into Nunavut.

“Inuit Owned Lands” means those lands that vest in, or are acquired or re-acquired by the Designated Inuit Organization as set out in Article 19, Section 19.3.1 of the NLCA as long as the lands maintain such status under the NLCA.

“Licence to Harvest Wildlife” means a licence issued under the Wildlife Act to authorize the harvest of wildlife and includes both hunting and harvesting licences.

“Live Possession Licence” means a licence issued under the Wildlife Act to allow a person to lawfully possess, keep captive or feed a live wild animal.

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

“Project Proposal” means a physical work that a proponent proposes to construct, operate, modify, decommission, abandon or otherwise carry out, or a physical activity that a proponent proposes to undertake or otherwise carry out, such work or activity being within the Nunavut Settlement Area, except as provided in Article 12, Section 12.11.1 of the NLCA, but does not include the construction, operation or maintenance of a building or the provision of a service, within a municipality, that does not have ecosystemic impacts outside the municipality and does not involve the deposit of waste by a municipality, the bulk storage of fuel, the production of nuclear or hydro-electric power or any industrial activity;

“Species At Risk Licence” means a licence issued under the Wildlife Act that authorizes a person to engage in an activity for education or research that is otherwise prohibited under the Act in respect of an extinct species or a listed species.

“Taxidermy Licence” means a licence issued under the Wildlife Act to authorize a person to prepare, preserve, stuff and mount wildlife for compensation.

“Wildlife Act” means the *Wildlife Act (Nunavut)*, S. Nu. 2003, c. 6, as may be amended from time to time, and any successor legislation that replaces the Wildlife Act.

“Wildlife Observation Licence” means a licence issued under the Wildlife Act to authorize the establishment, offering of or provision of an organized activity in which wildlife is the object of interaction, manipulation or close observation, including the making of a film or the provision of an expedition, safari or cruise.

“Wildlife Research Permit” means a permit issued under the Wildlife Act to authorize a person to conduct the specific research on the species of wildlife authorized by the permit and to collect wildlife specimens for the purposes of that research.

2.0 SCOPE OF THE EXEMPTION

2.1 Authorizations Governed By This Exemption Agreement

This Exemption Agreement applies to any Project Proposal requiring the following authorizations issued by the GN DOE under the Wildlife Act:

- Animal Husbandry Licence;
- Big Game Guide Licence;
- Big Game Outfitter Licence;
- Dealer’s Licence;
- Exemption Permit;
- Export Permit;
- Harvesting Instruction Licence;
- Import Permit;
- Licence to Harvest Wildlife;
- Live Possession Licence;
- Taxidermy Licence;
- Wildlife Observation Licence; or
- Wildlife Research Permit.

2.2 Cumulative Effects

Where the GN DOE has concerns regarding potential cumulative ecosystemic and socio-economic effects associated with the works or activities proposed in an application for an authorization included under Clause 2.1 of this Exemption Agreement, the GN DOE, 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 an authorization listed in Clause 2.1 of this Exemption Agreement, the GN DOE, 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

This Exemption Agreement does NOT apply to any Project Proposal subject to Species at Risk Licences issued under the Wildlife Act, which 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 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, on or before March 31 of the following year, GN DOE will provide the NIRB with a report that:

- Provides a compilation of Project Proposals for which the GN DOE granted Animal Husbandry Licences, Exemption Permits, Harvesting Instruction Licences, Import Permits, Live Possession Licences,

Taxidermy Licences, Wildlife Observation Licences, and Wildlife Research Permits in the previous year.

- Notifies the NIRB of any particular concerns regarding potential adverse impacts of proposed or authorized project proposals from the previous year including, but not limited to any concerns expressed by a Designated Inuit Organization regarding potential impacts associated with permitted activities on Inuit Owned Lands.

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*:

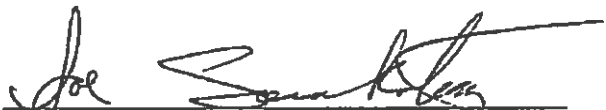
5.2 The Effect of Termination of the Exemption Agreement

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


Joe Savikataaq

Minister of the Environment
Government of Nunavut