

ARTICLE 11

PROTECTED AREAS

PART 11.1: DEFINITIONS

11.1.1 In this Article:

“protected area” means any of the following areas, other than a Marine Protected Area, when established in the NMR under legislation:

- (a) National Marine Conservation Areas;
- (b) National Marine Conservation Area Reserves;
- (c) National Parks
- (d) National Park Reserves;
- (e) National Historic Sites when owned and administered by Parks Canada Agency;
- (f) Territorial Parks;
- (g) Migratory Bird Sanctuaries;
- (h) National Wildlife Areas including protected marine areas; and
- (i) other areas of particular significance for ecological, cultural, archaeological, research and similar reasons.

11.1.2 The remuneration and expenses incurred by the conciliator under this Article shall be borne by the Government of Canada.

PART 11.2: Establishment of Protected Areas

11.2.1 The establishment of protected areas and the amendment of boundaries of protected areas shall be in conformity with an applicable land use plan, if any.

11.2.2 No land use plan shall apply within or amend the boundaries of protected areas once established.

11.2.3 Development impact assessment shall apply to project proposals in protected areas.

11.2.4 Except for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves, the

establishment, disestablishment or changing of the boundaries of protected areas is subject to the approval of the NMRWB pursuant to paragraph 5.2.4 (a).

- 11.2.5 In addition to the approval of the NMRWB, as referred to in section 11.2.4, the establishment, disestablishment or changing of the boundaries of protected areas on Nunavik Inuit Lands is subject to the approval of a MDO.
- 11.2.6 The establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves shall be done in consultation with a MDO.
- 11.2.7 Notwithstanding section 11.2.6, in the case of emergency, Government may establish, disestablish or change the boundaries of a protected area without consulting a MDO. Government shall advise the MDO as soon as possible after the establishment, disestablishment or changing of the boundaries of the protected area on the necessity of the action and the terms and conditions attached thereto.

PART 11.3: PLANNING AND MANAGEMENT OF PROTECTED AREAS

- 11.3.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of protected areas. Accordingly, in addition to all other rights and benefits in this Article, a MDO shall be consulted in the planning and management of protected areas.
- 11.3.2 A joint Nunavik Inuit/Government management advisory committee (“committee”) shall be established through an Impact and Benefits Agreement for each protected area when requested either by Government or a MDO.
- 11.3.3 If established, the committee shall consist of equal numbers of members appointed by the appropriate MDO and the appropriate Minister.
- 11.3.4 A committee may advise the Minister or the Minister’s designate, the NMRWB, or other agencies, as it deems appropriate, on all matters related to protected areas management.
- 11.3.5 Management plans for a protected area shall be developed by Government within five (5) years of the establishment of the protected area. 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 and bodies. Upon review by the committee, such plans shall be forwarded to the Minister for consideration, and approval. Such plans shall be reviewed and may be revised as provided in the plan.

11.3.6 Each committee shall prepare an annual operating budget to be forwarded to Government for consideration and approval. Government shall pay the approved annual operating expenses of the committee.

PART 11.4: IMPACT AND BENEFIT AGREEMENTS (IBAs)

11.4.1 No protected area shall be established until the obligations set out in sections 11.4.2 and 11.4.3 have been complied with.

11.4.2 Prior to the establishment of a protected area, Government and a MDO shall negotiate, in good faith, for the purpose of concluding an IBA. An IBA negotiated under this Article shall include any matter connected with the proposed protected area where that matter would have a detrimental impact on Nunavik Inuit, or could reasonably confer a benefit on Nunavik Inuit. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 11-1 and Schedule 11-2 shall be considered appropriate for negotiation and inclusion within an IBA in relation to a federal protected area and a territorial protected area respectively.

11.4.3 If the Government responsible for the establishment of the protected area and the MDO cannot agree on the terms of an IBA within 180 days or such further period of time as Government and the MDO may agree, they shall select a conciliator who shall submit a report to the Government and the MDO for consideration. If the Government and the MDO cannot agree following conciliation, the conciliator, Government and Makivik shall each submit a separate report to the Minister for his consideration and decision on the terms of the IBA.

11.4.4 Notwithstanding sections 11.4.1 and 11.4.2, the obligation to conclude an IBA with respect to protected areas shall:

- (a) not apply to a protected area so long as the protected area does not raise any matter that would have a detrimental impact on Nunavik Inuit or that could reasonably confer a benefit on Nunavik Inuit; and
- (b) apply in any situation where it is intended that a protected area established for one purpose be re-established for a different purpose where such re-establishment would have a detrimental impact on Nunavik Inuit or could reasonably confer a benefit on Nunavik Inuit.

11.4.5 Notwithstanding sections 11.4.1 and 11.4.2, in cases of emergency, such as the establishment of a critical wildlife area, the IBA may be concluded immediately following, rather than prior to, the establishment of the protected area.

11.4.6 Except where an IBA in good standing indicates otherwise, every IBA shall be re-negotiated at least every seven (7) years.

PART 11.5: MARINE PROTECTED AREAS

- 11.5.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of Marine Protected Areas.
- 11.5.2 The establishment of Marine Protected Areas and the amendment of boundaries of Marine Protected Areas shall be in conformity with an applicable land use plan, if any.
- 11.5.3 No land use plan shall apply to or within the boundaries of Marine Protected Areas once established.
- 11.5.4 Development impact assessment shall apply to project proposals in Marine Protected Areas.
- 11.5.5 The establishment, disestablishment or changing of the boundary of a Marine Protected Area is subject to the approval of the NMRWB pursuant to paragraph 5.2.4 (a).
- 11.5.6 Where Government and the NMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in Part 11.5, first require the development of:
- (a) a management plan for the Marine Protected Area; and
 - (b) a Marine Protected Area agreement.
- 11.5.7 For greater certainty, and except as provided for in section 11.5.11, a Marine Protected Area cannot be established without the agreement of Government and the NMRWB.
- 11.5.8 Where Government and the NMRWB are unable to agree on the contents of the management plan, the parties shall enter into conciliation. In the event that Government and the NMRWB cannot agree on the selection of a conciliator, the Minister may select a conciliator. If Government and the NMRWB cannot agree on the content of the management plan following the conciliation, the conciliator, Government and the NMRWB shall each submit a separate report to the Minister for the Minister's consideration and decision on the contents of the management plan.
- 11.5.9 Prior to the establishment of a Marine Protected Area, Government and Makivik, unless they otherwise agree, shall attempt to negotiate a Marine Protected Area agreement with respect to those matters set forth in Schedule 11-3. Where Government and Makivik are unable to achieve an agreement through negotiation, they shall enter into conciliation. In the event that Government and Makivik cannot agree on the selection of a conciliator, the Minister may select a conciliator. If

Government and Makivik cannot agree to a Marine Protected Area agreement following conciliation, the conciliator, Government and Makivik shall each submit a separate report to the Minister for the Minister's consideration and recommendation to the parties on the matters set forth in Schedule 11-3.

- 11.5.10 A failure of the parties to achieve a Marine Protected Area agreement following completion of the process set out in section 11.5.9 shall not preclude establishment of a Marine Protected Area.
- 11.5.11 Notwithstanding anything else in Part 11.5, in cases of emergency, Government may create a Marine Protected Area without following the process otherwise set out in Part 11.5 in which event Government shall advise the NMRWB as soon as possible after creating the Marine Protected Area on the necessity of the action and the terms and conditions attached to the Marine Protected Area.

PART 11.6: NUNAVIK INUIT ACCESS

- 11.6.1 In addition to any other rights of access and use enjoyed by or flowing to Nunavik Inuit, Nunavik Inuit have entry to protected areas and Marine Protected Areas at no cost.

PART 11.7: INFORMATION

- 11.7.1 Government shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about protected areas and Marine Protected Areas. Any information disseminated or communicated to the public within any protected area and any Marine Protected Area shall be equally prominent in Inuktitut and in one or more of Canada's official languages.

PART 11.8: DEDICATION

- 11.8.1 Appropriate recognition shall be made of Nunavik Inuit history and presence as part of the process of the establishment and operation of a protected area or Marine Protected Area.

PART 11.9: APPLICATION

- 11.9.1 In the event of any conflict between this Article and Article 5, Article 5 shall prevail.

SCHEDULE 11-1

**MATTERS APPROPRIATE FOR IMPACT AND BENEFIT AGREEMENTS IN
RELATION TO FEDERAL PROTECTED AREAS**

1. Management advisory committee.
2. Employment rotation reflecting Nunavik Inuit needs and preferences.
3. Business opportunities for Nunavik Inuit in relation to all protected areas services and facilities including:
 - (a) Provision of expert advice; and
 - (b) Tourist packages and promotion.
4. Language of work in protected areas services and facilities.
5. Nunavik Inuit access to protected areas services and facilities.
6. Important environmental concerns, particularly disruption of wildlife, including measures for protection and conservation.
7. Nunavik Inuit campsites.
8. Insofar as use of the protected area affects Nunavik Inuit, such matters as:
 - (a) land use activities permitted in the protected area;
 - (b) zones and other matters requiring special protection, limitations or restrictions on use;
 - (c) types, forms and modes of technology and transportation permitted; and
 - (d) protection and management of archaeological sites and sites of religious or cultural significance.
9. The information flow and interpretation including liaison between Nunavik Inuit and the appropriate protected area agency regarding protected areas cooperative management and Nunavik Inuit participation and concerns.
10. Relationship to prior and subsequent IBAs.
11. Arbitration and amendment provisions.
12. Implementation and enforceability.
13. Any other matters the parties consider to be relevant to the needs of the protected area and Nunavik Inuit.

SCHEDULE 11-2

MATTERS APPROPRIATE FOR IMPACT AND BENEFIT AGREEMENTS IN RELATION TO TERRITORIAL PROTECTED AREAS

1. Management advisory committee.
2. Nunavik Inuit access to protected areas services and facilities.
3. Important environmental concerns, particularly disruption of wildlife, including measures for protection and conservation.
4. Nunavik Inuit campsites.
5. Insofar as use of the protected area affects Nunavik Inuit, such matters as:
 - (a) land use activities permitted in the protected area;
 - (b) zones and other matters requiring special protection, limitations or restrictions on use;
 - (c) types, forms and modes of technology and transportation permitted; and
 - (d) protection and management of archaeological sites and sites of religious or cultural significance.
6. The information flow and interpretation including liaison between Nunavik Inuit and the appropriate protected area agency regarding protected areas cooperative management, and Nunavik Inuit participation and concerns.
7. Relationship to prior and subsequent IBAs.
8. Arbitration and amendment provisions.
9. Implementation and enforceability.
10. Any other matters the parties consider to be relevant to the needs of the protected area and Nunavik Inuit.

SCHEDULE 11-3

MATTERS FOR POSSIBLE INCLUSION IN THE MARINE PROTECTED AREA AGREEMENT IN RELATION TO MARINE PROTECTED AREAS

1. Contracting opportunities with Government for Nunavik Inuit in relation to Marine Protected Area activities and services, particularly enforcement, research and monitoring.
2. Employment opportunities with Government for Nunavik Inuit arising from the Marine Protected Area, particularly enforcement, research and monitoring.
3. Any effects of the Marine Protected Area on Nunavik Inuit uses of that area.
4. Communication strategy.
5. Dispute resolution procedure and amendment provisions.
6. Implementation of the Marine Protected Area agreement.
7. Any other matters the parties consider to be relevant.