



☐ Box 186 Natuashish, NL A0P 1A0 T 709 478 8943 F 709 478 8833  
☐ Box 119 Sheshatshiu, NL A0P 1M0 T 709 497 8398 F 709 497 8396  
☐ Box 1106 Stn C, Goose Bay, NL A0P 1C0 T 709 896 3883 F 709 896 1180

November 24, 2023

Raymond St. Martin  
Committee Clerk | Committees Directorate  
SENATE OF CANADA  
Chambers Building, 40 Elgin Street, Room 1051  
Ottawa, Ontario  
K1A 0A4

Raymond.St-Martin@sen.parl.gc.ca

Mr. St. Martin:

Innu Nation is providing the attached briefing for the members of the Standing Senate Committee on Energy, the Environment and Natural Resources to assist in their examination of **Bill S-14: An Act to amend the Canada National Parks Act, the Canada National Marine Conservation Areas Act, the Rouge National Urban Park Act and the National Parks of Canada Fishing Regulations.**

Innu Nation is proposing several substantive amendments to the legislation that we will speak to in our appearance before the Committee on Tuesday, November 23, 2023.

Canada has committed that consultation must occur with Innu Nation in respect of legislation to add Akami-Uapishk<sup>u</sup> -KakKasuak – Mealy Mountains National Park Reserve to the *Canada National Parks Act* in fulfillment of Canada's obligations, and Innu must have time to consider and address the impacts of the amendments on Innu rights and the Innu treaty process.

I look forward to the opportunity to speak to these matters before the Committee.

Respectfully,

Hon. Peter Penashue PC

Attach (1): Innu Nation Brief re Bill S-14: *An Act to amend the Canada National Parks Act, etc.*



www.innu.ca

☐ Box 186 Natuashish, NL A0P 1A0 T 709 478 8943 F 709 478 8833  
☐ Box 119 Sheshatshiu, NL A0P 1M0 T 709 497 8398 F 709 497 8396  
☐ Box 1106 Stn C, Goose Bay, NL A0P 1C0 T 709 896 3883 F 709 896 1180

24 November 2023

## **Innu Nation Brief re Bill S-14: *An Act to amend the Canada National Parks Act, etc.***

### **SUMMARY**

- Innu Nation represents the Innu of Labrador, an Indigenous people who Canada has recognized as section 35 rights-holders in Labrador. Innu Nation has an Agreement-in-Principle for a modern land claim and self-government agreement with Canada and the Province of Newfoundland and Labrador, and is close to concluding a final agreement (“Final Agreement”).
- Akami-Uapishk<sup>U</sup> -KakKasuak – Mealy Mountains National Park Reserve (“the Park Reserve” or “Akami-Uapishk<sup>U</sup>”) is recognized by Canada as being “an integral part of Nitassinan, the Innu homeland”. Akami-Uapishk<sup>U</sup> forms a vital cultural, historic and natural part of the heritage of the Innu. The name means “white mountains” in the Innu language. The region is a rich cultural landscape criss-crossed by a network of travel routes that pass through places of cultural, natural, and spiritual significance, where Innu families walked with Atiku (the caribou), sustained by the rich resources from the land, making their home for thousands of years. Akami-uapishk<sup>U</sup> is infused with the spirit of the Innu and their ancestors—it is a place where the Innu way of life is alive.
- The Park Reserve would not have been established without the concurrence of the Innu Nation. We were an integral part of the establishment of the Park Reserve since inception. Since 2001, Innu Nation participated on a government-to-government basis with Canada, including as a core member of the steering committee for the feasibility study, and in subsequent negotiations from 2010 to 2015 resulting in the *Memorandum of Agreement for the Akami-Uapishk<sup>U</sup>-KakKasuak National Park Reserve* between Canada and the Province (“the 2015 MOU”) and the *Innu Nation Parks Impact Benefit Agreement* (“the Innu PIBA”). The Land Transfer MOU and the Innu PIBA were both concluded prior to the formal establishment announcement in July 2015.<sup>1</sup>
- Canada agreed in the Innu PIBA that “The Innu and their representative bodies will have a central role, set out in the Agreement in Principle, the Final Agreement, and this Agreement, in the planning, management and operation of the Akami-Uapishk<sup>U</sup> - KakKasuak - Mealy Mountains National Park Reserve of Canada.”

---

<sup>1</sup> [Government of Canada News Release - "Harper Government Announces Creation of a National Park Reserve in the Mealy Mountains of Labrador"](#), July 31, 2015.

- In 2021, Canada and Innu Nation signed an Incremental Treaty Agreement about Akami-Uapishk<sup>U</sup> that provides further certainty about the central role of the Innu Nation in the management and operation of the Park Reserve. The Incremental Treaty Agreement guaranteed that Canada would consult the Innu about any legislation to add the Park Reserve to the *Canada National Parks Act* (“the Act”).<sup>2</sup>
- Canada did not consult the Innu Nation about Bill S-14. Neither the text nor the timing for introduction of the Bill were shared with the Innu. Canada breached its obligation to consult Innu Nation prior to introducing this legislation.
- Bill S-14 includes a number of provisions relating to Akami-Uapishk<sup>U</sup> that, if brought into effect, would:
  1. breach agreements between Canada and the Innu Nation;
  2. breach the honour of the Crown;
  3. improperly recognize all current and future members of the Nunatukavut Community Council (“NCC”) as traditional land users with statutory rights to engage in a wide range of traditional activities within the National Park Reserve;
  4. be contrary to the purposes of the *Canada National Parks Act*; and
  5. damage the ability of Canada to conclude a Final Agreement with Innu Nation.
- The provisions related to the Akami-Uapishk<sup>U</sup> must be amended.
- Proper consultation must occur with Innu Nation in fulfillment of Canada’s obligations, and Innu must have time to consider and address the impacts of the amendments on Innu rights and the Innu treaty process.

---

<sup>2</sup> The Honourable Jonathan Wilkinson, Minister of Environment and Climate Change and Minister responsible for Parks Canada, [“Incremental Treaty Agreements reached between Government of Canada and Innu Nation of Labrador”](#) (August 2021).

**Innu Nation is specifically seeking amendments that would:**

- remove (b) from the definition of “traditional land users” entirely:

~~(b) an individual who is a member of NunatuKavut Community Council Inc., a corporation without share capital incorporated under the laws of Newfoundland and Labrador;~~

- amend the proposed provisions of 41.6(4), (5) and (6) by limiting the ability to enter into leases, grant licenses or authorizations to **existing** cabins and tilts and define “**existing cabins and tilts**” as those in existence the date the Act comes into force:

**(4)** The Minister may enter into leases of public lands in Akami-Uapishk<sup>U</sup>-KakKasuak–Mealy Mountains National Park Reserve of Canada for the personal use or occupation of **existing** cabins, or may issue licences for the personal use or occupation of **existing** cabins on those lands, and may renew or approve the assignment of those leases or licences.

**(5)** The Minister may enter into leases of public lands in Akami-Uapishk<sup>U</sup>-KakKasuak–Mealy Mountains National Park Reserve of Canada for the establishment or personal use or occupation of **existing** tilts, or may issue licences for the establishment, personal use or occupation of **existing** tilts on those lands, and may renew or approve the assignment of those leases or licences.

**(6)** The superintendent of Akami-Uapishk<sup>U</sup>-KakKasuak–Mealy Mountains National Park Reserve of Canada may authorize the personal use or occupation of **existing** cabins on public lands in the park reserve, or the ~~establishment~~, personal use or occupation of **existing** tilts on those lands, and may renew or approve the assignment of those authorizations.

## **1. Consultation on this Bill is required under the Incremental Treaty Agreement between Canada and Innu Nation**

As a step towards completing the modern land claim and self-government agreement, the Innu Nation and Canada concluded an Incremental Treaty Agreement with Canada in 2021. The Incremental Treaty Agreement enables the implementation of certain elements of the Innu PIBA and the Final Agreement prior to the effective date of the Final Agreement, and re-commits Canada to ensuring a central role for the Innu Nation in how the Akami-Uapishk<sup>U</sup> will be operated.

As part of that commitment, Section 3.1 of the Incremental Treaty Agreement states:

Canada will consult Innu with respect to the addition of the National Park Reserve to Schedule 2 of the *Canada National Parks Act* or as a Park under Schedule 1 of the *Canada National Parks Act*.

Canada failed to fulfill this commitment. Innu Nation only became independently aware that legislation had been introduced on November 20, 2023, well after it had been referred to this Committee.

## **2. S-14 would improperly recognize all members of the Nunatukavut Community Council (“NCC”) as rights-holders within the National Park Reserve**

Had Innu Nation been consulted, Innu would have informed Parks Canada that the provisions of Bill S-14 were unacceptable, as they overturn a delicate balance achieved after more than a decade of work to provide for the continuation of traditional activities and land use by traditional land users within Akami-Uapishk<sup>U</sup>.

Canada now is proposing to establish non-discretionary legislative recognition and entitlements for all present and future members of NCC, contrary to the 2015 MOU and the purposes of the *Canada National Parks Act*.

Traditional land users were narrowly defined in the 2015 MOU as a class of persons with direct connections to the National Park Reserve by virtue of birth, parentage, and place of residence:

*‘Traditional Land User’ means:*

*(a) a person:*

- i. born in the Area or a Community,*
- ii. born to a biological parent who, at the time of that birth, was ordinarily resident in the Area or a Community,*
- iii. adopted at law by a parent who, at the time the adoption took legal effect, was ordinarily resident in the Area or a Community, or*

*iv. ordinarily resident in the Area or a Community or Communities for 10 consecutive years; and*

*(b) a child, spouse, or common law partner of a person described in (a).*

The 2015 Land Transfer MOU reflects the recommendations of the feasibility study and the agreement of the parties that traditional land users with direct connections to the Park Reserve were to be permitted to continue to carry out a list of traditional activities, subject to such terms, conditions, limits, seasons and measures as Parks Canada considers reasonable to ensure sustainable use and conservation.

Under Bill S-14, the *Canada National Parks Act* would be amended through the addition of a new section 41.7 to provide that “traditional land users” may be permitted to carry out specified traditional activities within the Park Reserve. Had Canada maintained the 2015 Land Transfer MOU definition of traditional land users, Innu Nation would have had no issues with the inclusion of such provisions.

However, Bill S-14 proposes to depart from the 2015 MOU Land Transfer definition of “traditional land users” and to dramatically expand the class of traditional land users permitted in the National Park Reserve by adding a new (b):

*(b) an individual who is a member of NunatuKavut Community Council Inc., a corporation without share capital incorporated under the laws of Newfoundland and Labrador;*

Further, Canada is now proposing to make such qualifications non-discretionary. This would have the effect of improperly recognizing all present and future members of the Nunatukavut Community Council (“NCC”) as traditional land users within the Park Reserve, without regard to their place of residence or connection to the Park Reserve. This would expand the number of traditional land users who would be entitled to carry out traditional activities to the more than 6000 members currently claimed by the NCC. This number would increase in perpetuity.

This is in direct contradiction to the evidence presented by Mr. Campbell, who advised the Committee on November 9 in response to a question from Senator Sorensen that:

The term traditional land users is used pretty extensively now when we are doing agreements with provinces and territories. I'll use the Labrador example with the Mealy Mountains National Park Reserve. In that area the NunatuKavut, which still does not have section 35 rights, are still considered traditional users of the land. There are parameters published around that. I will have to look them up in my notes. I will have to remember. There are essentially 50 families that come within 10 kilometres. There are a number of factors going into that to establish that part of the community. They would not be considered within the Indigenous group but are traditional users of the land.

As noted above, NCC presently claims 6000 members, all of whom would be qualified as “traditional land users” under the proposed definition. Only a small sub-set of the NCC membership would otherwise qualify as traditional land users under the 2015 MOU definition. Innu Nation is therefore concerned that Bill S-14 is being improperly used as a back-door to provide effective recognition of the NCC as a rights-bearing group.

Innu Nation, the Nunatsiavut Government, Inuit Tapiriit Kanatami (ITK), and the Inuit Circumpolar Council all reject NCC's claims to be a legitimate rights-holding Inuit group. In a recent [open letter](#) about NCC ITK stated:

NCC is a shape-shifting non-Indigenous organization that is part of the alarming trend of non-Indigenous people and groups co-opting Indigenous identities, cultures, and experiences to secure financial resources and rights.<sup>3</sup>

Further, while Parks Canada has confirmed that NCC is not a s. 35 rights-holder, it has not provided the Committee with clear answers as to whether NCC is currently involved in land claim or modern treaty negotiations. In response to a question from Senator McCallum in Committee on November 9 about the Indigenous groups with claims to the Park Reserve area, Mr. Campbell stated:

For land claim agreements that are still outstanding and that we are working through, there is the Labrador Innu Land Claims Agreement-in-Principle, which has been signed as with the Nunatsiavut government — so the Inuit of Labrador<sup>4</sup>. There's a small piece of the northern section of the park reserve that is part of that land claim settlement.

As well, there is an outstanding land claim process under way for the NunatuKavut Community Council who, to date, continue to be beneficiaries of the agreement that we have for the creation of the Akami-Uapishk-KakKasuak-Mealy Mountains National Park Reserve.

Also in response to a question from Senator McCallum at Committee on November 9 concerning whether it was common practice to include a non-rights-holding group like NCC in the agreement, Mr. Campbell responded:

There are two section 35 rights holders, as I said, the Innu and the Nunatsiavut.

NunatuKavut was part of the establishment agreement that we have with Newfoundland and Labrador, that they establish that as another group whom we have a shared understanding agreement with. That was part of the agreement of the transfer of the lands from the province to Parks Canada. They established that as a group. We have groups that are asserting section 35 rights in other areas of the country, and we continue to work with those groups that have asserted rights until such time as Crown-Indigenous Relations determines it through their processes of rights determination. Parks Canada never does rights determination. If you are in the process with Crown-Indigenous Relations, we would have agreements with those groups that are doing that assertion of rights.

It is important to clarify that there is no **“outstanding land claim process under way”** between Canada and NCC. In fact in 1991, 2003, 2013 and most recently in 2017, Canada rejected NCC's land claim because there was “insufficient evidence” NCC could

---

<sup>3</sup> Natan Obed, [“An Open Letter from Inuit Tapiriit Kanatami to Alert Canadians to False Claims to Inuit Identity”](#) (6 November 2023).

<sup>4</sup> We point out for clarity that the Labrador Innu Land Claims Agreement-in-Principle is with the Innu Nation not the Nunatsiavut Government. The Inuit of Labrador, governed by Nunatsiavut Government, have already settled their land claim and their settlement area includes a small piece of the northern section of the park reserve.

meet the legal tests to be a s. 35 rights-holding entity. Canada confirmed in testimony in a recent court case that nothing has changed Canada's assessment of NCC's land claim.

Further, the 2015 MOU which established the Park Reserve was not premised on including the NCC "as a group". The 2015 MOU dealing with the land transfer to Canada addressed the interest of the two legitimate, recognized s. 35 rights-holding groups in Labrador – Innu Nation and the Nunatsiavut Government – and includes extensive provisions in respect to Innu and Inuit rights and interests.

The 2015 MOU makes no reference to the NCC in the body of the agreement (they are briefly referenced as having been part of the feasibility study in the preamble). It provides for individuals who have long-term associations with the Park Reserve area to be granted permits to continue to carry out certain traditional uses, whether or not they are members of the NCC. This was intentional. Those NCC members with sufficient connection to the Park Reserve area could qualify under the MOU definition as traditional land users.

Further, while the NCC did conclude a "Shared Understanding Agreement" with Parks Canada in 2015, there is nothing in the Shared Understanding Agreement that would extend the MOU definition of "traditional land users" to NCC members.

There is no agreement or authority requiring Parks Canada to recognize all NCC members as "traditional land users". Further, Innu Nation would never have agreed to the establishment of the National Park Reserve in 2015 if provisions extending traditional rights to all NCC members had been included.

The *Canada National Parks Act* is not the proper place to make determinations about s. 35 rights, or to extend many of the benefits of s. 35 (including rights of access, harvesting opportunities, and the ability to carry out traditional practices within the National Park Reserve) to individuals who would not otherwise qualify as traditional land users.

**Innu Nation is seeking amendments to Bill S-14 to that would:**

- **remove (b) from the definition of "traditional land users" entirely:**

~~(b) an individual who is a member of NunatuKavut Community Council Inc., a corporation without share capital incorporated under the laws of Newfoundland and Labrador;~~

**3. Expanding the Scope of Traditional Users and Traditional Uses in Bill S-14 will have impacts on s. 35 rights and is contrary to the purposes of the *Canada National Parks Act***

Parks Canada cannot extend traditional use rights within the Park Reserve to a large and expanding class of individuals solely on the basis of their membership in a not-for-profit society without undermining the very purposes for which Akami-Uapishk<sup>U</sup> was established.



In bringing forward the Akami-Uapishk<sup>U</sup> amendments in Bill S-14, Parks Canada does not appear to have considered or has ignored the potential impacts of the amendments on the ecological integrity of the Park Reserve or the impacts on the ability of the Innu Nation and the Nunatsiavut Government and their members to exercise their recognized s. 35 rights.

### **SIGNIFICANT INCREASE IN THE IMPACTS OF LAND USE ACTIVITIES ON RIGHTS AND ECOLOGICAL INTEGRITY**

The provisions of Bill S-14 that would extend and expand the class of “traditional land users” to all members of the NCC and the scope of “traditional uses” will adversely affect Innu rights under the PIBA and the Incremental Treaty Agreement. They will also undermine the ecological integrity of the National Park Reserve.

The vastly increased class of traditional land users will be entitled to engage in a range of activities that include hunting, trapping, snowmobiling, and cabin construction. When the feasibility study recommended that such activities should be included within the definition of traditional use, it was justified on the basis that the number of persons who would be entitled to carry out such activities would be limited to those with direct connections to Akami-Uapishk<sup>U</sup>, and that any impacts of those activities on the exercise of s. 35 rights by Innu Nation and Nunatsiavut members would be manageable, and impacts on the sensitive sub-Arctic ecosystems could be mitigated.

However, this class is now proposed to be expanded from “approximately 50 families” to over 6000 people and counting, since there is no upper limit to the number of members that NCC may enroll. This will undermine the ecological integrity of this National Park Reserve, and this is directly contrary to the central purpose of the Act:

4 (1) The national parks of Canada are hereby dedicated to the people of Canada for their benefit, education and enjoyment, subject to this Act and the regulations, and the parks shall be maintained and made use of so as to leave them unimpaired for the enjoyment of future generations.

....

The provisions of Bill S-14 which require Parks Canada to issue permits to all NCC members would also conflict with the obligations on Parks Canada under s. 8(2) of the Act for the “Maintenance or restoration of ecological integrity” of the Park Reserve.

The number of “traditional land users” who will be permitted to carry out traditional land uses in Akami-Uapishk<sup>U</sup> just because they are members of NCC is approximately three times the size of the entire membership of the Innu Nation. NCC members would be entitled to carry out such activities in direct competition with the Innu Nation and Nunatsiavut members who are recognized as legitimate s. 35 rights-holders, and will dramatically increase the impacts of such activities on the ecosystem, wildlife and other resources.

### **INCREASED CABIN USE**

In another significant departure from the recommendations of the feasibility study for Akami-Uapishk<sup>u</sup> and the provisions of the 2015 MOU, Bill S-14 proposes to add new provisions to s. 41.6(4)-(6) of the *Canada National Parks Act* that would give the Superintendent and the Minister broad discretion to approve the construction of new personal cabins and tilts (small cabins used by trappers).

Under the 2015 MOU, only existing cabins could be maintained. Any application for new cabins were to be limited to traditional land users within existing cabin footprint areas. Adding the ability for the Superintendent to permit additional cabins and tilts vastly expands the potential scope of cabin activity within the Park Reserve. This also adversely affect Innu rights under the PIBA and the Incremental Treaty Agreement, and undermines the ecological integrity of the Park Reserve.

As with the proposed expansion of the class of traditional land users, the proposal to allow the establishment of new cabins and tilts within the Park Reserve was not disclosed or discussed with Innu Nation or the Cooperative Management Board established under the Innu PIBA.

**Innu Nation recommends the Committee:**

- **amend the proposed provisions of 41.6(4), (5) and (6)** by limiting the ability to enter into leases, grant licenses or authorizations to **existing** cabins and tilts, and define “**existing cabins and tilts**” as those in existence the date the Act comes into force:

**(4)** The Minister may enter into leases of public lands in Akami-Uapishk<sup>u</sup>–KakKasuak–Mealy Mountains National Park Reserve of Canada for the personal use or occupation of **existing** cabins, or may issue licences for the personal use or occupation of **existing** cabins on those lands, and may renew or approve the assignment of those leases or licences.

**(5)** The Minister may enter into leases of public lands in Akami-Uapishk<sup>u</sup>–KakKasuak–Mealy Mountains National Park Reserve of Canada for the establishment or personal use or occupation of **existing** tilts, or may issue licences for the establishment, personal use or occupation of **existing** tilts on those lands, and may renew or approve the assignment of those leases or licences.

**(6)** The superintendent of Akami-Uapishk<sup>u</sup>–KakKasuak–Mealy Mountains National Park Reserve of Canada may authorize the personal use or occupation of **existing** cabins on public lands in the park reserve, or the **establishment**, personal use or occupation of **existing** tilts on those lands, and may renew or approve the assignment of those authorizations.

## **4. Conclusions**

As currently drafted, the Akami-Uapishk<sup>u</sup>-KakKasuak National Park Reserve provisions in Bill S-14 would improperly grant rights and benefits to NCC.

This would be to the detriment of the Innu Nation, Nunatsiavut Government and all other s. 35 rights-bearing Indigenous groups in Canada who have, as Inuit Tapiriit Kanatami president Natan Obed notes, endured centuries of colonization only to “now to be forced to confront non-Indigenous people and groups co-opting Indigenous identities, cultures, and experiences to secure financial resources and rights”.

Bill S-14 must be amended, and proper consultation with Innu Nation about the Bill must occur in accordance with Canada’s legally binding commitments under the Innu Incremental Treaty Agreement.

## INDEX

<b>Tab</b>	<b>Document</b>	<b>Page</b>
1	<i>Memorandum of Agreement for the Akami-Uapishk<sup>U</sup>-KakKasuak National Park Reserve</i>	12
2	<i>Innu Nation Parks Impact Benefit Agreement</i>	33
3	“Harper Government Announces Creation of a National Park Reserve in the Mealy Mountains of Labrador”	75
4	<i>Akami-Uapishk<sup>U</sup>-KakKasuak – Mealy Mountains National Park Reserve Incremental Treaty Agreement</i>	82
5	“Incremental Treaty Agreements reached between Government of Canada and Innu Nation of Labrador”	119
6	“An Open Letter from Inuit Tapiriit Kanatami to Alert Canadians to False Claims of Inuit Identity”	126

Tab 1

**MEMORANDUM OF AGREEMENT**

**FOR**

**[Akami-uapishk<sup>®</sup> / KakKasuak / MEALY MOUNTAINS] NATIONAL PARK  
RESERVE OF CANADA**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

**AS REPRESENTED BY  
THE MINISTER OF THE ENVIRONMENT FOR THE PURPOSES OF  
THE PARKS CANADA AGENCY  
("PARKS CANADA")**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF  
NEWFOUNDLAND AND LABRADOR**

**AS REPRESENTED BY  
THE MINISTER OF ENVIRONMENT AND CONSERVATION**

**AND**

**THE MINISTER OF MUNICIPAL AND INTERGOVERNMENTAL  
AFFAIRS**

**("NEWFOUNDLAND AND LABRADOR")**



KEVIN McNAMEE  
Parks Canada



Ross Firth  
Province of  
Newfoundland and Labrador

## TABLE OF CONTENTS

Recitals.....	3
1. Definitions.....	3
2. Purpose.....	5
3. Interim Protection and Management.....	5
4. Transfer of the Lands to Parks Canada.....	6
5. Leases and Licences under the <i>Mineral Act</i> .....	7
6. Establishment of National Park Reserve.....	7
7. Subsequent Establishment of National Park of Canada.....	7
8. National Park Reserve and National Park Funding .....	7
9. Federal-Provincial Consultative Committee.....	7
10. Co-operative Management Board .....	8
11. Planning and Management.....	8
12. Administration Facilities.....	9
13. Sustainable Tourism.....	9
14. Traditional Activities and Land Use.....	10
15. Archaeological Material and Cultural Resources .....	11
16. Ecological Integrity, Species at Risk, and Environmental Assessment.....	12
17. Research.....	13
18. Employment and Contracting .....	13
19. Public Forum.....	14
20. General Provisions .....	14
21. Amendment of Agreement.....	15
22. Effective Date of Agreement .....	15
Signature Page .....	16
Annex 1 – Illustrative Map of the National Park Reserve Lands .....	17
Annex 2 – List of Provincial Leases and Licenses to Occupy.....	18
Annex 3 – List of Excluded Lands .....	19

*PBA*  
*W*

## **RECITALS**

### **WHEREAS:**

- (1) Canada and Newfoundland and Labrador wish to establish a National Park Reserve and subsequently a National Park to protect a representative example of the East Coast Boreal natural region in the national park system, and to protect examples of four provincial eco-regions, including the Coastal Barrens, Paradise River, Eagle Plateau-Mealy Mountains, and Lake Melville;
- (2) the Mealy Mountains area is characterized by scenic glacial rounded mountains which reach to 1,100 metres; a 50 kilometre stretch of unbroken sandy beaches known as the Wunderstrand; extensive landscapes of boreal forest; important habitat for caribou, wolves, black bear, moose, birds and important wetlands for migratory birds such as ducks and geese;
- (3) Parks Canada and Newfoundland and Labrador established a Steering Committee which included the Nunatsiavut Government, the Innu Nation, Combined Councils of Labrador, NunatuKavut Community Council Inc. (formerly Labrador Metis Nation), Central Labrador Economic Development Board, and the Southeastern Aurora Development Corporation, and conducted a study between 2004 and 2008 on the feasibility of establishing a National Park Reserve in the Mealy Mountains;
- (4) the Steering Committee concluded that a National Park Reserve was feasible, and submitted a consensus recommendation regarding a national park reserve boundary and a framework for the continuation of traditional activities and land use in the National Park Reserve by Labradorians in a sustainable manner;
- (5) on February 5, 2010, Canada and the Government of Newfoundland and Labrador entered into a *Memorandum of Understanding Respecting the Establishment of a National Park Reserve in the Mealy Mountains in the Province of Newfoundland and Labrador* that endorsed a conceptual boundary and agreed to negotiate a land transfer agreement and a final boundary;

NOW THEREFORE, this Memorandum of Agreement is made between Canada and Newfoundland and Labrador to provide for the transfer to Parks Canada of the administration and control of the Lands, pursuant to the province's *National Parks Lands Act*, required for the establishment of a National Park Reserve and the subsequent establishment of a National Park in the Mealy Mountains in accordance with the *Canada National Parks Act*.

### **1. DEFINITIONS**

"Agreement" means this Memorandum of Agreement.

"Area" means within 50 kilometres of the National Park Reserve or National Park boundary.

"*Canadian Environmental Assessment Act 2012*" means the *Canadian Environmental Assessment Act 2012*, S.C. 2012, c.19, s. 52.

"*Canada National Parks Act*" means the *Canada National Parks Act*, S.C. 2000, c. 32, as amended from time to time.

"Community" means Cartwright, Happy Valley – Goose Bay, Mud Lake, North West River, Paradise River, Rigolet, and Sheshatshiu in the Province of Newfoundland and Labrador, and "Communities" means any two or more of them.

"Co-operative Management Board" or "CMB" means the Co-operative Management Board for the National Park Reserve or National Park and established in contemplation of section 13.7.1 of the *Labrador Innu Land Claims Agreement-in-Principle* and pursuant to section 9.2.2(b) of the *Labrador Inuit Land Claims Agreement*.



**“Ecological Integrity”** means, with respect to the National Park Reserve or the National Park, a condition that is determined to be characteristic of its natural region and likely to persist, including abiotic components and the composition and abundance of native species and biological communities, rates of change and supporting processes.

**“Endangered Species Act”** means the *Endangered Species Act* SNL 2001 cE-10.1

**“Environmental Protection Act”** means the *Environmental Protection Act* SNL 2002 cE-14.2

**“Excluded Lands”** means all lands, lands covered by waters, and waters, including all surface and subsurface interests, as listed in Annex 3.

**“Federal-Provincial Consultative Committee”** means the committee established pursuant to the *Memorandum of Agreement for a National Park Reserve of Canada and a National Park of Canada In The Torngat Mountains* as signed by the Government of Canada and the Government of Newfoundland and Labrador on January 22, 2005.

**“Field Unit Superintendent”** means the individual, or his or her designate, appointed by Parks Canada from time to time to manage the National Park Reserve or the National Park and who is responsible and accountable to the Minister responsible for the national parks of Canada and the national park reserves of Canada for the day-to-day operation of the National Park Reserve or the National Park.

**“Innu”** has the same meaning as set out in the *Labrador Innu Land Claims Agreement-in-Principle* until the coming into effect of a comprehensive land claims agreement with the Innu Nation and thereafter has the same meaning as set out in the comprehensive land claims agreement.

**“Inuit”** has the same meaning as set out in the *Labrador Inuit Land Claims Agreement*.

**“Labrador Inuit Settlement Area”** has the same meaning as set out in the *Labrador Inuit Land Claims Agreement*.

**“Lands”** means all lands, lands covered by waters, and waters, including all surface and subsurface interests, as shown in Annex 1 of this Agreement and as described in a written legal boundary description, descriptive map plan and survey plans as recorded in the Crown Lands Registry Office at St. John's, Newfoundland and Labrador under number SP 478. A copy of the descriptive map plan is recorded in the Canada Lands Survey Records under Plan XXXXXX CLSR and a copy of the survey plans is recorded under Plan XXXXXX CLSR. A copy of the boundary description is recorded in Chapter 1 of FB XXXX CLSR. The total area of lands is 10,700 km<sup>2</sup> +/- 100 km<sup>2</sup>.

**“Lands Act”** means the *Lands Act* SNL 1991, c36.

**“Management Plan”** means the management plan required by section 11(1) of the *Canada National Parks Act*.

**“Mineral Act”** means the *Mineral Act* RSNL 1990, cM-12.

**“National Park”** means the Akami-uapishk<sup>u</sup> / KakKasuak /Mealy Mountains National Park of Canada, the area that will be set aside and managed under the *Canada National Parks Act*.

**“National Parks Lands Act”** means the *National Parks Lands Act* RSNL 1990, cN-1.

**“National Park Reserve”** means the Akami-uapishk<sup>u</sup> / KakKasuak /Mealy Mountains National Park Reserve of Canada, the area that will be set aside and managed under the *Canada National Parks Act*.

**“National Park Business Licence”** has the same meaning as “licence” as set out in the *National Parks of Canada Businesses Regulations*, SOR/2002-370.

"Parties" means Parks Canada and Newfoundland and Labrador and "Party" means one of them.

"Provincial Leases and Licences to Occupy" means the leases and licences to occupy listed in Annex 2.

"Species at Risk Act" means the *Species at Risk Act 2002* S.C. 2002, c. 29.

"Sustainable Tourism" means tourism which actively fosters appreciation and stewardship of the natural, cultural and historic resources and special places by local residents, the tourism industry, governments and visitors. It is tourism which can be sustained over the long term because it results in a net benefit for the social, economic, natural and cultural environments of the area in which it takes place.

"Traditional Land User" means:

(a) a person:

- i. born in the Area or a Community,
- ii. born to a biological parent who, at the time of that birth, was ordinarily resident in the Area or a Community,
- iii. adopted at law by a parent who, at the time the adoption took legal effect, was ordinarily resident in the Area or a Community, or
- iv. ordinarily resident in the Area or a Community or Communities for 10 consecutive years; and

(b) a child, spouse, or common law partner of a person described in (a).

## **2. PURPOSE**

- 2.1 The purpose of this Agreement is to provide for the transfer of administration and control of the Lands from Newfoundland and Labrador to Parks Canada for establishment and management as a National Park Reserve as provided for in section 6, and the subsequent establishment and management as a National Park as provided for in section 7.
- 2.2 The purpose of the National Park Reserve and the National Park is to protect for all time a representative natural area of Canadian significance in the East Coast Boreal natural region of the national park system for the benefit, education and enjoyment of the people of Canada, so as to leave it unimpaired for the enjoyment of future generations.

## **3. INTERIM PROTECTION AND MANAGEMENT**

- 3.1 Prior to the acceptance by Parks Canada of the transfer of administration and control of the Lands, Newfoundland and Labrador will:
- (a) not knowingly take any action which would unduly diminish the value or the Ecological Integrity of the Lands for the purpose of the National Park Reserve;
  - (b) not permit mining operations or the construction of works on the Lands or knowingly do anything on or adjacent to the Lands, that alters the flow, or impairs the quality or permits alteration of the flow or impairment of the quality of waters within or flowing through or lying on the Lands, unless Parks Canada gives its prior written consent; and
  - (c) consult Parks Canada on any proposed activity for the Lands or adjacent lands or waters, and on any environmental assessment done under provincial legislation, that impacts on the Lands.

**4. TRANSFER OF THE LANDS TO PARKS CANADA**

- 4.1 Newfoundland and Labrador will, within six months of the signing of this Agreement, transfer to Parks Canada, at no cost to Parks Canada, the administration and control of the Lands.
- 4.2 The transfer of administration and control of the Lands to Parks Canada will be given effect by Order of the Lieutenant-Governor in Council of Newfoundland and Labrador.
- 4.3 Parks Canada will accept the transfer of administration and control of the Lands under conditions acceptable to Parks Canada and in accordance with federal law.
- 4.4 Newfoundland and Labrador acknowledges that the Order of the Lieutenant-Governor in Council of Newfoundland and Labrador, referred to in subsection 4.2, transferring the Lands to Parks Canada will not take effect until Parks Canada accepts the transfer of administration and control of the Lands.
- 4.5 Upon the acceptance of the transfer of administration and control of the Lands by Parks Canada and until such time as those transferred Lands are added to Schedule 2 under the *Canada National Parks Act*, Newfoundland and Labrador will use best efforts, in consultation with Parks Canada, to facilitate Parks Canada's management of those transferred Lands in a manner consistent with the terms of this Agreement, and to designate park wardens or enforcement officers who are employees of Parks Canada to apply and enforce provincial regulations when requested to do so by Parks Canada.
- 4.6 Provincial Leases and Licences to Occupy will continue in accordance with their terms and conditions.
- 4.7 In the event that the Lands or any portion of the Lands, the administration and control of which have been transferred by Newfoundland and Labrador to Parks Canada pursuant to the terms of this Agreement, are subsequently declared by the Parliament of Canada to be no longer required for the purpose of the National Park Reserve or a National Park, Parks Canada will transfer the administration and control of those Lands, including all buildings and improvements thereon which Newfoundland and Labrador wishes to retain, to Newfoundland and Labrador at no cost to the province, and under terms and conditions that are acceptable to the province.
- 4.8 Parks Canada agrees to indemnify and save harmless Newfoundland and Labrador from and against and be responsible for any action, cause of action, suit, claim, liability, loss, damages, or any other proceeding whatsoever and by whomever made arising from the transfer of the administration and control of the Lands to Parks Canada.
- 4.9 Newfoundland and Labrador will retain administration and control of the Excluded Lands. However, if Newfoundland and Labrador decides to alienate, sell, convey, transfer, or in any other manner dispose of all or any portion of the Excluded Lands, Newfoundland and Labrador will first offer in writing to transfer the administration and control of the Excluded Lands or a portion thereof to Parks Canada and Parks Canada will have 90 days (from the date of Parks Canada's actual receipt of the written offer) to accept or refuse the offer. This Agreement will apply to any such transfer, with only such modifications as are necessary in the circumstances. If Parks Canada does not, within the 90 day period, accept or refuse the offer, Parks Canada will be deemed to have refused the offer. If Parks Canada refuses or is deemed to have refused the offer, Newfoundland and Labrador may dispose of the Excluded Lands as it sees fit. This right of first refusal shall not apply to any portion of the Excluded Lands for which an applicant can satisfy the requirements under s. 36 of the *Lands Act*.

**5. LEASES AND LICENCES UNDER THE MINERAL ACT**

- 5.1 Prior to the transfer of the administration and control of the Lands to Parks Canada, Newfoundland and Labrador will terminate all leases and licences issued under the *Mineral Act*.
- 5.2 Newfoundland and Labrador will pay the costs related to this termination on the understanding that Parks Canada will compensate Newfoundland and Labrador in full, subject to subsection 5.3.
- 5.3 Parks Canada will compensate Newfoundland and Labrador for the costs referred to in section 5.2 provided they are reasonable and approved in writing in advance in the form of a contractual agreement between the two Parties.
- 5.4 The total of any payments made under subsection 5.2 constitutes the full and final payment by Parks Canada to Newfoundland and Labrador related to the termination of leases and licences issued under the *Mineral Act* in the area of the National Park Reserve.

**6. ESTABLISHMENT OF NATIONAL PARK RESERVE**

- 6.1 Following acceptance by Parks Canada of administration and control of the Lands, Parks Canada will determine the means to amend Schedule 2 of the *Canada National Parks Act* to add the name and description of the Lands to be administered as the National Park Reserve.

**7. SUBSEQUENT ESTABLISHMENT OF NATIONAL PARK OF CANADA**

- 7.1 Parks Canada will determine the means to amend Schedule 1 of the *Canada National Parks Act* to add all or part of the Lands as a National Park. For greater certainty, this Agreement will serve as the agreement with Newfoundland and Labrador that authorizes the subsequent establishment of the National Park Reserve as a National Park.

**8. NATIONAL PARK RESERVE AND NATIONAL PARK FUNDING**

- 8.1 Parks Canada will, subject to the appropriation of funds by the Parliament of Canada, make expenditures of \$35 million over 12 years and \$2.65 million annually following acceptance by Parks Canada of administration and control of the Lands, for planning, development, operation, management, and staff salaries and wages related to the National Park Reserve or the National Park.
- 8.2 At the time of this Agreement, Parks Canada will provide Newfoundland and Labrador with a general outline of the expenditures in writing. This general outline will include, but not be limited to, the following headings:
- (a) capital development, including visitor reception and orientation centre and administrative offices and visitor related facilities;
  - (b) goods and services; and
  - (c) natural and cultural resource conservation and heritage presentation.
- 8.3 Funding outlined in subsection 8.2(a) will only be expended on facilities to be located within Labrador.
- 8.4 The expenditures referred to in section 8.1 will include expenditures on a periodic basis towards cooperative activities (including monitoring, visitor management and promotion) related to the proposed waterway provincial park along the Eagle River, once established.

**9. FEDERAL-PROVINCIAL CONSULTATIVE COMMITTEE**

9.1 Parks Canada and Newfoundland and Labrador will continue to use the existing Federal-Provincial Consultative Committee to provide advice to each other on issues of mutual concern with respect to the development, management and operation of the National Park Reserve or the National Park.

**10. CO-OPERATIVE MANAGEMENT BOARD**

10.1 The Co-operative Management Board (CMB) will provide advice to Parks Canada on matters related to the management of the National Park Reserve or the National Park.

10.2 Newfoundland and Labrador, along with the Field Unit Superintendent will:

- (a) have non-voting observer status at meetings of the CMB;
- (b) be given written notice of all meetings of the CMB; and
- (c) have access to all records pertaining to the proceedings and decisions of the CMB.

10.3 The observers may actively participate in CMB meetings with the permission of the CMB chair.

10.4 The observers may not be invited to all or portions of CMB meetings that the CMB has decided to conduct in-camera in accordance with the process set out in subsections 10.5 and 10.6.

10.5 The observers will be informed at the meeting held prior to the proposed in-camera session:

- (a) that all or a portion of the next meeting of the CMB will be held in-camera;
- (b) of the topic that will be discussed in-camera; and
- (c) whether their attendance as observers is permitted.

10.6 The observers may decide by unanimous decision that the requirement in subsection 10.5 to notify observers in advance need not be followed and the CMB may then meet in-camera to discuss that topic.

10.7 Newfoundland and Labrador will bear its own costs for participation in CMB meetings.

**11. PLANNING AND MANAGEMENT**

11.1 A Management Plan will be prepared by Parks Canada within five years of the National Park Reserve having been scheduled under the *Canada National Parks Act*. During the preparation of the Management Plan, Parks Canada will consult Newfoundland and Labrador, consider its comments, and provide a written response.

11.2 Parks Canada and the CMB will collaborate on the development of the Management Plan.

11.3 The process for preparation of the Management Plan will include public consultation at the national, regional and local levels, as appropriate.

11.4 Parks Canada will consult Newfoundland and Labrador regarding the development of the National Park Reserve or the National Park or on other issues that may arise.

- 11.5 Newfoundland and Labrador will consult with Parks Canada regarding the development of the proposed waterway provincial park along the Eagle River or on other issues that may arise.
- 11.6 Development in sections 11.4 and 11.5 may include, but not be limited to, shared office and exhibition space.

**12. ADMINISTRATION FACILITIES**

- 12.1 Parks Canada will establish an administration headquarters in the Upper Lake Melville area, in support of the administration, planning and management of the National Park Reserve or the National Park.
- 12.2 Parks Canada may also have an administration presence in the communities of Rigolet and Cartwright.
- 12.3 For greater certainty, Parks Canada may construct and operate the facilities contemplated in sections 12.1 and 12.2 in association with the facilities contemplated in section 13.2.

**13. SUSTAINABLE TOURISM**

- 13.1 Parks Canada will work with Newfoundland and Labrador in promoting Sustainable Tourism initiatives associated with national parks and national historic sites located in Newfoundland and Labrador, including promoting the National Park Reserve or the National Park and the proposed waterway provincial park along the Eagle River as a tourism destination.
- 13.2 Parks Canada will establish visitor reception and orientation facilities and services in the area of Upper Lake Melville and in Cartwright. Parks Canada may also create a visitor reception and orientation presence in Rigolet. For greater certainty, Parks Canada may construct and operate these facilities in association with the facilities contemplated in sections 12.1 and 12.2.
- 13.3 Parks Canada will work with others to help develop Sustainable Tourism initiatives that will promote tourism development, support visitor experiences, and connections to places and raise awareness and understanding of the National Park Reserve or the National Park and its purpose as well as the natural and cultural heritage of this region.
- 13.4 Parks Canada will make best efforts to inform businesses that are either currently active or have recently undertaken operations in the region of the National Park Reserve or the National Park of the requirement and process to acquire a National Park Business Licence, and any programs or services referred to in subsection 13.5.
- 13.5 Business development opportunities for private sector operators and not-for-profit organizations, particularly in the provision of unique opportunities for visitor experiences as well as supporting visitor services and tour packages that are appropriate to the purpose and objectives of the National Park Reserve or the National Park, will be encouraged whenever possible.
- 13.6 Parks Canada will develop within five years of signing this Agreement, a tourism strategy for the National Park Reserve or National Park. This expenditure is part of, and not additional to, the \$35 million described in section 8.1.
- 13.7 In general, the objectives of a National Park Reserve or National Park tourism strategy are to:
- (a) identify potential tourism initiatives related to the National Park Reserve or National Park;
  - (b) complement activities that form part of the economy of the region including

- existing tourism services;
  - (c) complement or contribute to stakeholder or Newfoundland and Labrador tourism marketing strategies that promote Sustainable Tourism; and
  - (d) identify methods to market the tourism initiatives of the region.
- 13.8 Parks Canada will seek the advice of Newfoundland and Labrador and others to optimize the economic benefits of tourism opportunities in the region of the National Park Reserve or National Park.
- 13.9 Parks Canada will work with Newfoundland and Labrador and tourism and business operators to communicate information to assist visitors in preparing to be self-reliant in carrying out activities within the National Park Reserve or National Park and will actively promote prevention of visitor safety incidents.

#### **14. TRADITIONAL ACTIVITIES AND LAND USE**

- 14.1 Parks Canada will provide, in perpetuity, for the continuation of, in the National Park Reserve or National Park, the following traditional activities and land use by Traditional Land Users, subject to such terms, conditions, limits, seasons, and measures as Parks Canada considers reasonable to ensure sustainable use or conservation:
- (a) the use of over-snow vehicles to access cabins and carry out traditional activities and land use;
  - (b) fishing, including ice fishing;
  - (c) berry picking;
  - (d) motor boating;
  - (e) gathering medicinal and healing herbs;
  - (f) boil-ups (lunch and picnic fires);
  - (g) hunting (ducks, geese, ptarmigan, porcupine, and grouse);
  - (h) trapping, including for commercial purposes;
  - (i) snaring (snowshoe hare and ptarmigan);
  - (j) transporting and using firearms and ammunition for personal safety and hunting, and trapping;
  - (k) cutting wood for personal use; and
  - (l) camping.
- 14.2 The commitment by Parks Canada in section 14.1 to provide, in perpetuity, for the continuation of trapping for commercial purposes in the National Park Reserve or National Park is subject to the consent, in a park impacts and benefits agreement, of the:
- (a) Nunatsiavut Government, in respect of that portion of the National Park Reserve or National Park that is in the Labrador Inuit Settlement Area; and
  - (b) Innu Nation, if a land claims agreement with the Innu otherwise has the effect of prohibiting commercial trapping by Traditional Land Users.
- 14.3 Parks Canada will also authorize, by lease or licence of occupation, the use and occupation of personal cabins in the National Park Reserve or National Park, on such terms and conditions as Parks Canada considers reasonable, provided such cabins are in existence at the date of this Agreement.
- 14.4 Parks Canada will only authorize the issuance, renewal or replacement or transfer of a lease or licence of occupation for personal cabins in the National Park Reserve or National Park if the applicant, lessee, licensee or transferee is a Traditional Land User.
- 14.5 Parks Canada will not terminate a lease or licence of occupation referred to in section 14.3 except in accordance with the lease or licence of occupation. Subject to section 14.4, Parks Canada will not refuse a request for the transfer of a lease or licence of occupation referred to in section 14.3 except for good reason. Nothing in this section 14.5 gives a

*KAM*  
*12*

lessee or licensee a greater interest or tenure than is provided in the lease or licence of occupation.

- 14.6 Parks Canada will provide for the continuation of the use of existing cemeteries within the Lands.
- 14.7 The traditional activities and land use described in section 14.1 will be permitted to continue by Parks Canada using a framework where activities will be managed under the *Canada National Parks Act*, regulations under the *Canada National Parks Act*, the Management Plan and the zoning plan. As part of the overall planning and management of the National Park Reserve, the effects of these activities will be monitored by Parks Canada and reported on to inform decision making by Parks Canada.
- 14.8 The traditional activities and land use described in section 14.1 will be managed by Parks Canada in accordance with the following principles:
- (a) Emphasis will be placed on the maintenance or restoration of Ecological Integrity while authorizing the continuation of these activities;
  - (b) Limits and conditions to traditional activities and land use may be established for such purposes as conservation and public safety;
  - (c) Management decisions will be based on best available knowledge, supported by research, including traditional ecological and local knowledge; and
  - (d) Public input will be sought on policy decisions and the development of regulations related to the management of these traditional activities and land use, and Parks Canada will maintain ongoing dialogue with Traditional Land Users to achieve mutual goals and objectives.
- 14.9 Parks Canada will not charge Traditional Land Users a fee to enter the National Park Reserve or the National Park.
- 14.10 Parks Canada will establish, fund, and maintain a local advisory committee that will include several members chosen from the Communities for the purpose of advising Parks Canada on issues related to the carrying on of traditional activities and land uses listed in section 14.1.

## **15. ARCHAEOLOGICAL MATERIAL AND CULTURAL RESOURCES**

- 15.1 In accordance with the *Labrador Inuit Land Claims Agreement* and comprehensive land claims agreement with the Innu Nation, once in effect, the presentation, safekeeping and significance of archaeological material and cultural resources of the National Park Reserve or the National Park will be considered fully in developing the Management Plan.
- 15.2 When developing a research strategy referred to in section 17.1, Parks Canada will include the research needs and priorities for archaeological material and cultural resources in the National Park Reserve or the National Park.
- 15.3 Subject to the *Canada National Parks Act* and regulations, the *Labrador Inuit Land Claims Agreement* and comprehensive land claims agreement with the Innu Nation, once in effect, Parks Canada will not unreasonably deny Newfoundland and Labrador a permit for purposes of research respecting archaeological material and cultural resources in the National Park Reserve or the National Park.
- 15.4 Parks Canada will consult with the Nunatsiavut Government and Newfoundland and Labrador in accordance with sections 9.3.1 and 9.3.2 of the *Labrador Inuit Land Claims Agreement* with respect to permitting and authorizing archeological work within the Labrador Inuit Settlement Area that is located within the National Park Reserve or National Park. Parks Canada will also provide to Newfoundland and Labrador, as set out in section 9.3.3 of the *Labrador Inuit Land Claims Agreement*, information related to archaeology within the Labrador Inuit Settlement Area that is located within the National Park Reserve.



- 15.5 Until a comprehensive land claims agreement with the Innu Nation is in effect, Parks Canada will, in respect of the area of the National Park Reserve or National Park that is outside the Labrador Inuit Settlement Area, consult Newfoundland and Labrador before:
- (a) carrying out, permitting or authorizing an archaeological activity;
  - (b) cancelling any permit or authorization in relation to an archaeological activity; or
  - (c) altering the terms or conditions of any permit or authorization in relation to an archaeological activity.

- 15.6 Until a comprehensive land claims agreement with the Innu Nation is in effect, Parks Canada will, in respect of the area of the National Park Reserve or National Park that is outside the Labrador Inuit Settlement Area, provide to Newfoundland and Labrador archaeological site record forms for all known archaeological sites, and copies of all reports, forms and records received from a permit holder.

16. **ECOLOGICAL INTEGRITY, SPECIES AT RISK, AND ENVIRONMENTAL ASSESSMENT**

- 16.1 In accordance with the *Canada National Parks Act*, the maintenance or restoration of Ecological Integrity, through the protection of natural resources and natural processes will be the first priority when considering all aspects of the management of the National Park Reserve or the National Park.
- 16.2 The Parties will work cooperatively to protect species at risk under the federal *Species at Risk Act* and the provincial *Endangered Species Act* in the National Park Reserve or the National Park and adjacent proposed waterway provincial park along the Eagle River, in particular Woodland Caribou, Boreal Population (*Rangifer tarandus caribou*).
- 16.3 Newfoundland and Labrador will consult Parks Canada when considering land use planning and resource management on provincial Crown lands adjacent to the National Park Reserve or the National Park, including the proposed waterway provincial park along the Eagle River.
- 16.4 Newfoundland and Labrador will not knowingly do anything that alters the flow, or impairs the quality or permits alteration of the flow or the impairment of the quality of waters within or flowing through or lying on the lands of the National Park Reserve or the National Park.
- 16.5 If either Parks Canada or Newfoundland and Labrador become aware of any project/undertaking that could affect the National Park Reserve or the National Park, Parks Canada and Newfoundland and Labrador will share that information with each other as early as possible.
- 16.6 Parks Canada will consult Newfoundland and Labrador when an environmental impact analysis under Parks Canada's policies related to the implementation of the *Canadian Environmental Assessment Act 2012* is carried out for a project to be located within the National Park Reserve or the National Park that could affect provincial Crown lands adjacent to the National Park Reserve or the National Park.
- 16.7 Newfoundland and Labrador will consult with Parks Canada when an environmental assessment under provincial jurisdiction is carried out for an undertaking to be located on lands adjacent to the National Park Reserve or National Park that could affect the National Park Reserve or National Park.
- 16.8 Where a project/undertaking is being reviewed at both the federal and provincial level under the *Canadian Environmental Assessment Act 2012* and the provincial *Environmental Protection Act*, Parks Canada and Newfoundland and Labrador agree to conduct a joint, cooperative, effective review for the purpose of information sharing and cooperative decision making in accordance with their respective legislation.

**17. RESEARCH**

- 17.1 Parks Canada will develop a research strategy that will support the identification of research needs and priorities for the National Park Reserve or the National Park.
- 17.2 Parks Canada, in developing the research strategy for the National Park Reserve or the National Park, will consult Newfoundland and Labrador.
- 17.3 Researchers will be required to secure from Parks Canada a research and collection permit to work in the National Park Reserve or the National Park.
- 17.4 Parks Canada will authorize the continuation of permitted research activities in the National Park Reserve or the National Park, except for activities related to commercial resource extraction, subject to:
- (a) the requirement of the researcher(s) to secure from Parks Canada a research and collection permit;
  - (b) applicable law;
  - (c) consistency with the Management Plan; and
  - (d) the *Labrador Inuit Land Claims Agreement* and any other applicable land claims agreement upon its coming into effect.
- 17.5 Upon request, Newfoundland and Labrador will make best efforts to provide Parks Canada with copies of the results of research in the possession, custody or control of Newfoundland and Labrador and that are relevant to the lands and waters that will become the National Park Reserve or the National Park.
- 17.6 Parks Canada will not unreasonably deny Newfoundland and Labrador a permit for research in the National Park Reserve or the National Park and will waive all fees for Newfoundland and Labrador.

**18. EMPLOYMENT AND CONTRACTING**

- 18.1 Subject to applicable federal employment legislation, policies, and park impacts and benefits agreements, residents of Labrador who meet or exceed the qualifications stipulated in any competition for positions in the National Park Reserve or the National Park will be provided opportunities to compete for those positions to be filled by recruitment from outside the public service of Canada.
- 18.2 In fulfilling the objective in subsection 18.1 Parks Canada will:
- (a) set only those employment qualifications and skill requirements that are essential to the fulfillment of posted public service positions;
  - (b) ensure that employment opportunities are appropriately advertised and posted locally in the Parks Canada office and any other locations in Labrador that may be appropriate; and
  - (c) institute such practices as may be necessary to achieve regional demographic representation in accordance with federal employment equity legislation and policies.
- 18.3 Parks Canada will give local persons fair consideration for the provision to Parks Canada of contracted goods and services required for the management and operation of the National Park Reserve or the National Park whenever they meet the required terms and conditions of any such contract and have the capacity, capability and expertise to provide the goods and service in a competitive manner.

18.4 The consideration in contracting referred to in section 18.3 will be subject to applicable trade agreements and federal contracting regulations, policies, and guidelines and procedures, and park impacts and benefits agreements.

**19. PUBLIC FORUM**

19.1 Parks Canada will hold public forums in Labrador for the purpose of reviewing the progress made in establishing the National Park Reserve or the National Park, identifying the issues and challenges in managing and operating the National Park Reserve or the National Park, and hearing recommendations from the public. These public forums may occur in conjunction with the development, or review of the Management Plan.

19.2 Parks Canada will provide to Newfoundland and Labrador, a response to the recommendations made at the public forum, and this response will be made available to forum participants and the public.

19.3 The agenda and organization of the public forum will be prepared in collaboration with the Cooperative Management Board, should it choose to play an active role in the forum.

**20. GENERAL PROVISIONS**

20.1 Captions and headings used in this Agreement are intended solely for the convenience of the reader, and will not affect the scope, intent or interpretation of this Agreement.

20.2 Wherever the singular or the masculine is used in this Agreement it will be construed as the plural or feminine or neuter, as the case may be, and vice versa where the context or Parties so require.

20.3 Where there is a reference to an enactment of Newfoundland and Labrador or Canada in this Agreement, that reference will include a reference to any prior or subsequent enactment of Newfoundland and Labrador or Canada, as applicable.

20.4 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.

20.5 In the event of any inconsistency between the English and French versions of this Agreement, the English version will be the authoritative version.

20.6 The annexes to this Agreement form part of this Agreement.

20.7 Time will be of the essence in the performance of all provisions of this Agreement.

20.8 This Agreement will be construed and be governed in accordance with the laws of Canada and Newfoundland and Labrador.

20.9 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

20.10 Nothing in this Agreement is to be construed as authorizing one Party to incur any obligation on behalf of the other or to act as agent for the other.

20.11 Each Party will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

20.12 The failure of a Party to enforce any provision in this Agreement will not constitute a waiver of such provision or affect the right of that Party to enforce such provision at a later date. If a Party does waive any provision in this Agreement, such waiver will not be

construed to be a further or continuing waiver of the provision. No waiver will be deemed to have been given unless it has been given in writing.

- 20.13 All notices or other communications required or permitted to be given in this Agreement will, unless otherwise provided for in this Agreement, or by mutual consent of the Parties, be given in writing and delivered by mail, fax, or courier to the following persons and addresses:

to Parks Canada:

Minister of the Environment  
House of Commons  
Ottawa, Ontario  
K1A 0M5

to Newfoundland and Labrador:

Minister of Environment and Conservation  
Government of Newfoundland and Labrador  
P. O. Box 8700  
St. John's, Newfoundland and Labrador  
A1B 4J6

or such other address or person that the Parties may advise in writing from time to time.

- 20.14 If any provision of this Agreement is declared invalid under any applicable law by a court of competent jurisdiction, that provision will be deemed to have been severed from the Agreement, and the remainder of the Agreement will continue in full force and effect.

**21. AMENDMENT OF AGREEMENT**

- 21.1 This Agreement can be amended only by the mutual agreement of the Parties in writing.

**22. EFFECTIVE DATE OF AGREEMENT**

- 22.1 This Agreement will come into effect on the date it is signed by the Parties.



**THIS MEMORANDUM OF AGREEMENT FOR  
A NATIONAL PARK RESERVE OF CANADA AND  
A NATIONAL PARK OF CANADA  
IN THE MEALY MOUNTAINS**

**SIGNED IN [ ], NEWFOUNDLAND AND LABRADOR,  
THIS [ ]<sup>st</sup> DAY OF month year BY:**

**For Her Majesty the Queen in right of Canada as represented by the  
Minister of the Environment for the purposes of the Parks Canada Agency:**

\_\_\_\_\_  
Minister of the Environment

\_\_\_\_\_  
Witness

**For Her Majesty the Queen in right of Newfoundland and Labrador as  
represented by the Minister of Environment and Conservation and the  
Minister of Municipal and Intergovernmental Affairs:**

\_\_\_\_\_  
Minister of Environment and Conservation

\_\_\_\_\_  
Witness

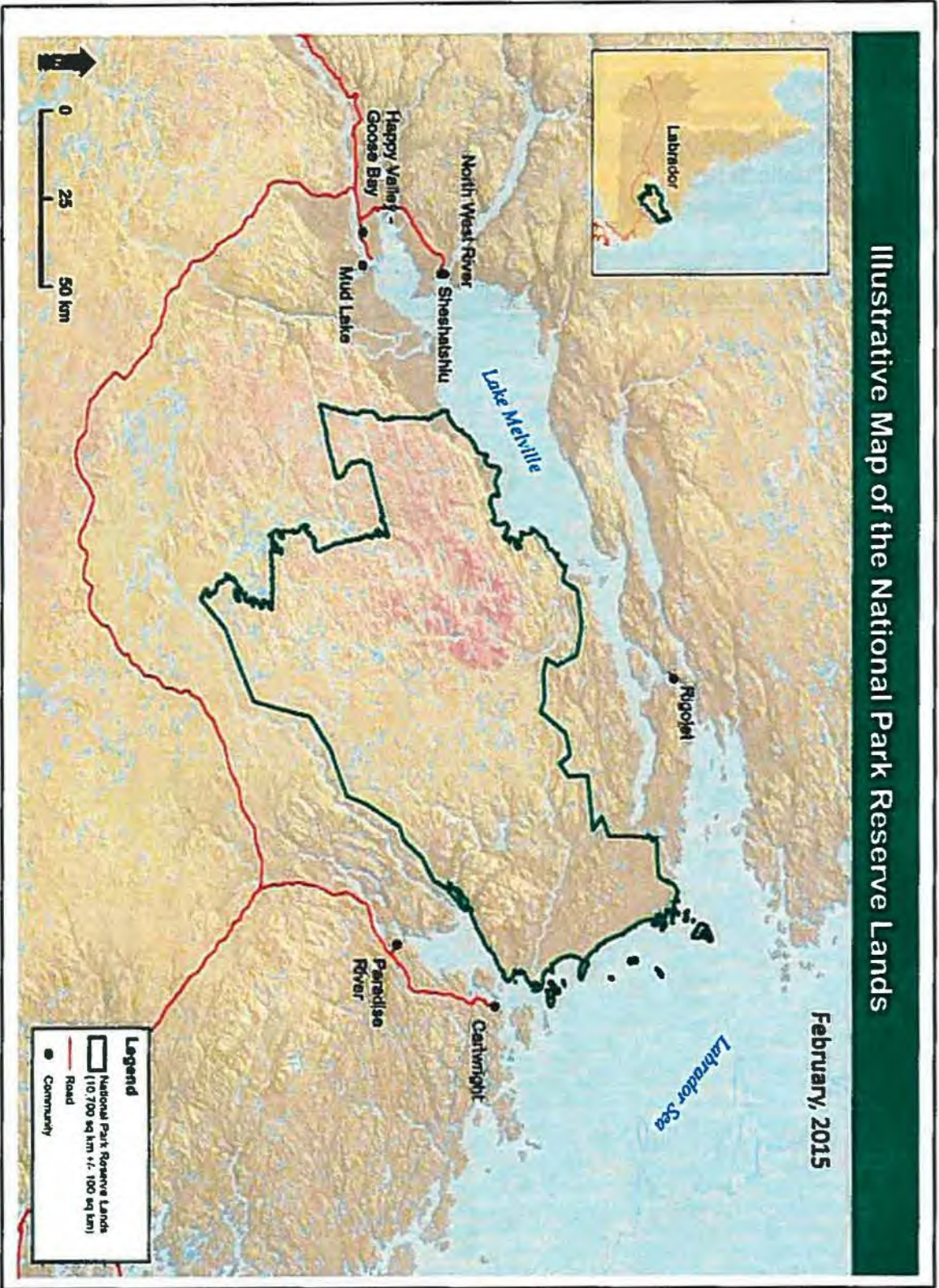
\_\_\_\_\_  
Minister of Municipal and Intergovernmental Affairs

\_\_\_\_\_  
Witness

*[Handwritten signature]*  
*[Handwritten initials]*

ANNEX I

Illustrative Map of the National Park Reserve Lands



## ANNEX 2

### List of Provincial Leases and Licenses to Occupy

<b>Licensee</b>	<b>Document Number</b>
Rosie and Brian Brown	115345
Cora Best	106603
Denley and Judith Bird	72785
William Davis	79374
Clayton and Winnie McLean	78113
RH Management Services Incorporated	78939
Department of Justice and Public Safety	115031
Department of Justice and Public Safety	L-115630
Department of Environment and Conservation	134929
Fisheries and Oceans Canada	123562
<b>Lessee</b>	
Bell Aliant Regional Communications Inc.	35160

*KAM*  
*h*

## ANNEX 3

### List of Excluded Lands

Excluded Lands are lands labelled as "Crown Land and Occupied Crown Land" on the survey plans recorded in the Canada Land Survey Records as listed and shown on the Illustrative Map of Excluded Lands below. The excluded lands extend to the Ordinary Low Water Mark. A copy of the survey plans is also recorded in the Crown Lands Registry Office at St. John's, Newfoundland and Labrador under number SP 478.

1. 103396 CLSR NL For greater certainty the reference to "Crown Land and Occupied Crown Land" on this survey plan refers only to the "Crown Land and Occupied Crown Land" on the east side of the Little River.

2. 103397 CLSR NL,

3. 103401 CLSR NL,

4. 103404 CLSR NL,

5. 103405 CLSR NL,

6. 103406 CLSR NL,

7. 103408 CLSR NL,

8. 103410 CLSR NL,

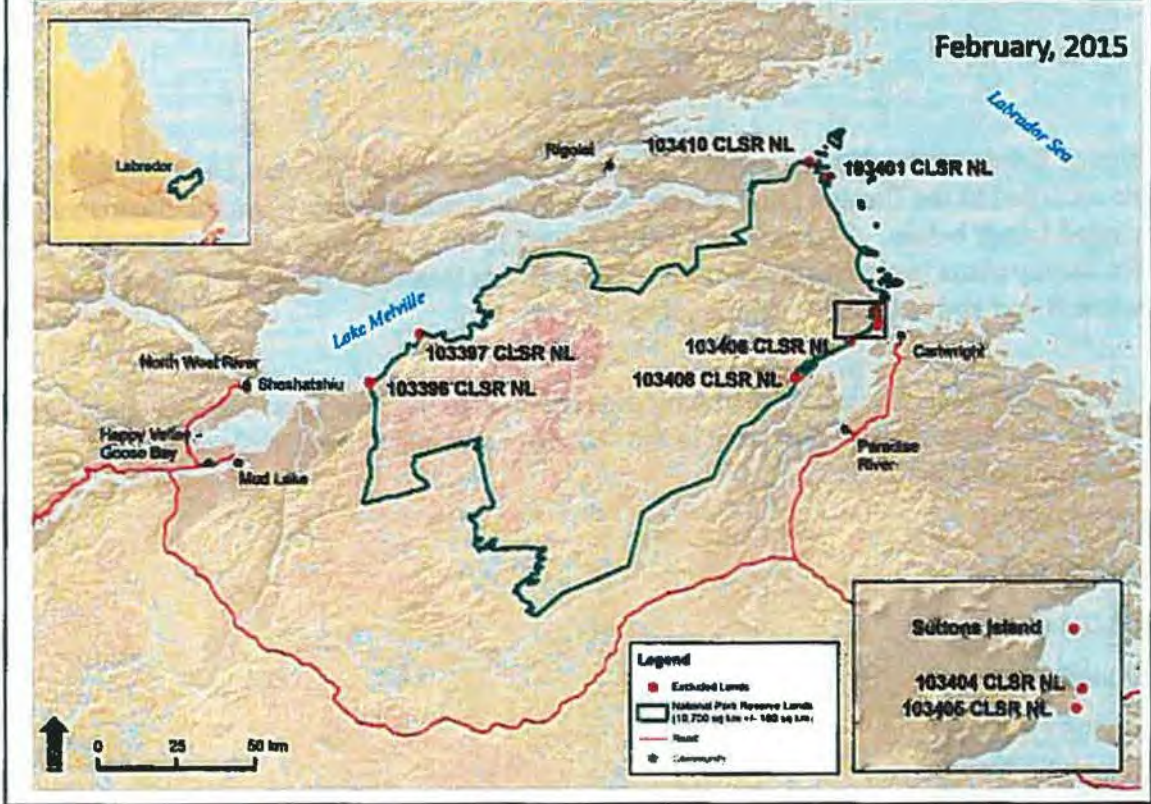
and

9. Suttons Island located at approximate coordinates N5958700m: E491540m as shown on the "Descriptive Map Plan Showing the Boundary of the Proposed National Park Reserve in the Mealy Mountains Region of Labrador" (sheet 16 of 16). There is no survey plan for Suttons Island.



# Illustrative Map of Excluded Lands

February, 2015



*RAM*  
*m*

Tab 2

**INNU NATION**  
**PARK IMPACTS AND BENEFITS AGREEMENT**  
**for the**  
**AKAMI-UAPISHK<sup>u</sup>- KAKKASUAK - MEALY MOUNTAINS**  
**NATIONAL PARK RESERVE OF CANADA**

**JULY 2015**

**INNU NATION  
PARK IMPACTS AND BENEFITS AGREEMENT  
for the  
AKAMI-UAPISHK<sup>u</sup> - KAKKASUAK - MEALY MOUNTAINS  
NATIONAL PARK RESERVE OF CANADA**

**BETWEEN**

**INNU NATION**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of the Environment  
for the purposes of the Parks Canada Agency**

**WHEREAS:**

Akami-uapishk<sup>u</sup> is an integral part of Nitassinan, the Innu homeland, and forms a vital cultural, historic and natural part of the heritage of the Innu;

The Innu used, occupied and relied on the wildlife and other resources of the Akami-uapishk<sup>u</sup> area long before contact with Europeans, and continue to do so today in a modern form;

Akami-uapishk<sup>u</sup> - KakKasuak - Mealy Mountains National Park Reserve of Canada is an excellent representation of the East Coast Boreal Natural Region of the National Parks System;

Akami-uapishku - KakKasuak - Mealy Mountains National Park Reserve of Canada exemplifies Parks Canada's vision statement: Canada's treasured natural and historical places will be a living legacy, connecting hearts and minds to a stronger, deeper understanding of the very essence of Canada;

The Innu Nation, Canada and Newfoundland and Labrador are negotiating completion of a final land claims and self-government agreement. The Parties have signed the Agreement in Principle, and are relying on the Agreement in Principle to move forward with the implementation of this Agreement;

The Innu Nation and Parks Canada share an interest in protecting the Akami-uapishk<sup>u</sup> region through the establishment of a National Park Reserve in Akami-uapishku - KakKasuak - Mealy Mountains as set out in the Agreement in Principle;



The Akami-uapishku - KakKasuak - Mealy Mountains National Park Reserve of Canada will contribute to the vitality of the Innu way of life, and provide Canadians with a strong sense of connection, through opportunities for meaningful experiences, and will be enjoyed in ways that leave it unimpaired for present and future generations;

The rights of the Innu and the authority and jurisdiction of the Innu Government as set out in the Final Agreement, once in effect, will be respected within the Akami-uapishku - KakKasuak - Mealy Mountains National Park Reserve of Canada;

The Parties have negotiated this Agreement to address matters connected with Akami-uapishku - KakKasuak - Mealy Mountains National Park Reserve of Canada that might have an impact on Innu or that could reasonably confer a benefit on the Innu;

The Parties acknowledge the importance of Innu knowledge and are committed to its use in the planning, management and operation of the Akami-uapishku - KakKasuak - Mealy Mountains National Park Reserve of Canada;

The Minister of the Environment is responsible before Parliament for the administration, management and control of the national parks and the national park reserves under the authority of the *Canada National Parks Act*; and

The Innu and their representative bodies will have a central role, set out in the Agreement in Principle, the Final Agreement, and this Agreement, in the planning, management and operation of the Akami-uapishku<sup>u</sup> – KakKasuak - Mealy Mountains National Park Reserve of Canada.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## CHAPTER 1

### DEFINITIONS

1.1.1 A term or phrase that is defined in the Agreement in Principle or, once it has taken effect, the Final Agreement and that is used in this Agreement has the same meaning as in the Agreement in Principle or, once it has taken effect, the Final Agreement, unless otherwise defined in this Agreement.

1.1.2 In this Agreement,

“Agreement” means this entire Park Impacts and Benefits Agreement, including its schedules.

“Agreement in Principle” means the agreement signed between Canada, the Innu Nation and the Province of Newfoundland and Labrador November 18, 2011.

“Business Licence”, in respect of the National Park Reserve, has the same meaning as “licence” in the National Parks of Canada Businesses Regulations, SOR/98-455.

“Canada National Parks Act” means the *Canada National Parks Act*, Statutes of Canada 2000, Chapter 32, as amended from time to time.

“CMB” means the Cooperative Management Board established under section 4.1.1.

“Delegate” means the Chief Executive Officer for Parks Canada, the Chief Administrative Officer for Parks Canada, a Vice President of Parks Canada, or the Field Unit Superintendent responsible for the National Park Reserve but does not include a delegate of the Field Unit Superintendent.

“Effective Date” means the day this Agreement is signed by the Parties.

“Establishment Date” means the day the National Park Reserve is made subject to the *Canada National Parks Act*.

“Federal-Provincial Memorandum of Agreement” means the Federal-Provincial Memorandum of Agreement for Akami-uapishku - KakKasuak - Mealy Mountains National Park Reserve of Canada dated \_\_\_\_\_, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency, and Her Majesty the Queen in right of Newfoundland and Labrador, as represented by the Minister of Environment and Conservation and the Minister for Municipal and Intergovernmental Affairs.

“Final Agreement” means the final land claims agreement between the Innu, as represented by the Innu Nation, Her Majesty the Queen in right of Newfoundland and Labrador and Her Majesty the Queen in right of Canada.

“Innu Researcher” means, in respect of research in the National Park Reserve, an Innu, or other person employed by or under contract to the Innu Nation and acting within the scope of his or her employment or contract.

“Inuit” has the same meaning as in the Labrador Inuit Land Claims Agreement.

“Labrador Inuit Land Claims Agreement” means the final agreement between the Labrador Inuit, Her Majesty the Queen in right of Newfoundland and Labrador and Her Majesty the Queen in right of Canada.

“Map Atlas” means the series of map sheets attached to this Agreement or the digital versions thereof and that graphically represent the boundaries of lands within the National Park Reserve and any legal survey descriptions thereof.

“National Park Reserve” means the Akami-uapishku - KakKasuak - Mealy Mountains National Park of Canada as shown in the Map Atlas and for illustrative purposes only in Schedule 3-1.

“National Park Reserve Management Plan” or “Management Plan” means the management plan, in respect of the National Park Reserve, required under section 11 of the *Canada National Parks Act*.

“Park Reserve” has the same meaning as in the *Canada National Parks Act*.

“Parks Canada” means the agency established by the Government of Canada under the *Parks Canada Agency Act*, Statutes of Canada 1998, Chapter 31.

“Party” means the Innu of Labrador as represented by the Innu Nation or Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for purposes of the Parks Canada Agency, and “Parties” means both of them.

“Traditional Land User” has the same meaning as in the Federal-Provincial Memorandum of Agreement.

“Traditional Renewable Resource Harvesting Activities” means, for the purposes of the *Canada National Parks Act*, the activities referenced in section 6.1.3.

## CHAPTER 2

### PURPOSE, COMING INTO EFFECT, GENERAL PROVISIONS AND INTERPRETATION

#### 2.1 PURPOSE OF PARK IMPACTS AND BENEFITS AGREEMENT

2.1.1 The purpose of this Agreement is to:

- a. address any matter connected with the National Park Reserve that might have an impact on Innu or that could reasonably confer a benefit on Innu;
- b. ensure that the management of the National Park Reserve respects and reflects the rights and interests of the Innu, and the authority and jurisdiction of the Innu Government as set out in the Final Agreement, once in effect, and provides for continued use by Innu of the National Park Reserve and its resources as set out in the Final Agreement, once in effect;
- c. provide for the planning, management and operation of the National Park Reserve in a manner consistent with the Agreement in Principle or, once in effect, the Final Agreement, this Agreement, the Labrador Inuit Land Claims Agreement, the *Canada National Parks Act* and the National Park Reserve Management Plan; and
- d. provide a framework for cooperative management and planning by the Parties for the National Park Reserve.

#### 2.2 COMING INTO EFFECT

2.2.1 This Agreement comes into effect on the Effective Date.

#### 2.3 GENERAL PROVISIONS

2.3.1 This Agreement constitutes the Park Impacts and Benefits Agreement for the National Park Reserve as contemplated by the Agreement in Principle.

2.3.2 This Agreement will serve as the Park Impacts and Benefits Agreement for the National Park Reserve, referred to in and required by the Final Agreement, once in effect.

2.3.3 Nothing in this Agreement will fetter or limit, or be deemed to fetter or limit, in any manner the rights, jurisdiction, authority, obligations or responsibilities of a Party or its representatives, except to the extent of the requirement that all reasonable efforts must have been made to reach consensus through the process set out in part 12.2.



- 2.3.4 This Agreement:
- a. is a legally binding contract;
  - b. does not form part of the Agreement in Principle or, once in effect, the Final Agreement; and
  - c. is not, and is not intended to be, a treaty or land claims agreement and does not, and is not intended to, recognize or affirm Aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act*, 1982.
- 2.3.5 If there is any inconsistency or conflict between this Agreement and a memorandum of understanding or a policy of Parks Canada that is applicable to the National Park Reserve, including a policy referred to in this Agreement, this Agreement prevails to the extent of the inconsistency or conflict.
- 2.3.6 If a provision of this Agreement requires that a Party perform an obligation within a specified time, unless the context requires otherwise, time is of the essence in the performance of the obligation.
- 2.3.7 A Party's failure to enforce a provision of this Agreement does not constitute a waiver of the provision or affect the Party's right to enforce the provision at a later date.
- 2.3.8 Any dispute between the Parties concerning the interpretation of this Agreement or any alleged or anticipated breach of this Agreement will be dealt with in accordance with part 12.1.
- 2.3.9 This Agreement is governed by law applicable in the Labrador Innu Settlement Area.
- 2.3.10 If any provision of this Agreement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement and the remainder of this Agreement continues in full force and effect.
- 2.3.11 If a provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction and is severed from the remainder of this Agreement, the Parties will make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.
- 2.3.12 All notices and other communications required or permitted to be given in this Agreement will, unless otherwise provided for in this Agreement, or by mutual consent of the Parties, be given in writing and delivered by mail, fax or courier to the following individuals and addresses:

**To the Innu Nation**

Grand Chief of the Innu Nation  
Innu Nation  
PO Box 119  
Sheshatshiu, NL A0P1M0

Fax: (709) 497-8396

**To Canada**

Field Unit Superintendent  
Newfoundland West and Labrador  
Field Unit  
Parks Canada Agency  
c/o Gros Morne National Park  
P.O. Box 130  
Rocky Harbour, Newfoundland  
A0K 4N0

Fax: (709) 458-2059

A Party may change its address or the official who is to receive notices and other communications by giving written notice of the change to the other Party.

2.3.13 Without limiting section 2.3.12, the point of contact in respect of routine and operational matters will be Parks Canada's Site Manager for the National Park Reserve, and the Innu Nation's Director of Environment and Lands.

2.3.13 This Agreement enures to the benefit of and binds each Party and its successors and assigns.

2.3.14 This Agreement will be made available to the general public by Parks Canada upon signing.

**2.4 INTERPRETATION**

2.4.1 The chapters of this Agreement, and the schedules, will be read together and interpreted as one Agreement.

2.4.2 The division of this Agreement into chapters, parts and sections and the insertion of captions and headings is intended solely for the convenience of the reader, and will not affect the interpretation of this Agreement.

- 2.4.3 In this Agreement, words importing the singular number include the plural and the singular, words importing the plural include the singular and the plural and all references to gender include the female and male as the context requires.
- 2.4.4 References in this Agreement to “preamble”, “chapter”, “part”, “section”, “subsection” or “schedule” are to the preamble, chapter, part, section, subsection or schedule of this Agreement unless otherwise stated.
- 2.4.5 There will be Innu-aimun, English and French versions of this Agreement. The English version is the authoritative version.
- 2.4.6 Once the Final Agreement is in effect, a reference in this Agreement to a provision of the Agreement in Principle instead means a reference to a substantially similar provision in the Final Agreement.
- 2.4.7 If this Agreement directs Parks Canada to seek the advice of the Innu Nation in respect of a matter, Parks Canada will consult with the Innu Nation in respect of that matter, provided the Innu Nation so requests in writing within a reasonable time of first being contacted by Parks Canada in respect of that matter.

## **2.5 UNDERTAKING AND FULFILMENT OF OBLIGATIONS**

- 2.5.1 Parks Canada and the Innu Nation will take all steps that are necessary to give full effect to the provisions of this Agreement.
- 2.5.2 If a Party transfers any responsibility or obligation under this Agreement from a position identified in this Agreement as having that responsibility or obligation to another position, the person holding the latter position is deemed to be a successor or assign of the Party for purposes of this Agreement.

## **2.6 OTHER AGREEMENTS**

- 2.6.1 If Canada and Aboriginal peoples other than the Innu or the Inuit conclude a treaty, or if Canada and Aboriginal peoples other than the Innu conclude a park impacts and benefits agreement applicable to the National Park Reserve, then, within 90 days of the date such treaty or park impacts and benefits agreement comes into effect, the Parties will meet to review any provisions that affect the subject matter of this Agreement. Based on this review, if both Parties agree that this Agreement needs to be amended, they will enter into good faith negotiations for the purposes of amending this Agreement.



## CHAPTER 3

### NATIONAL PARK RESERVE ESTABLISHMENT

#### 3.1 NATIONAL PARK RESERVE ESTABLISHMENT

- 3.1.1 Parks Canada will recommend to Parliament that the *Canada National Parks Act* be amended so as to establish the National Park Reserve.

#### 3.2 NATIONAL PARK RESERVE OBJECTIVES

- 3.2.1 The objectives of the National Park Reserve include:

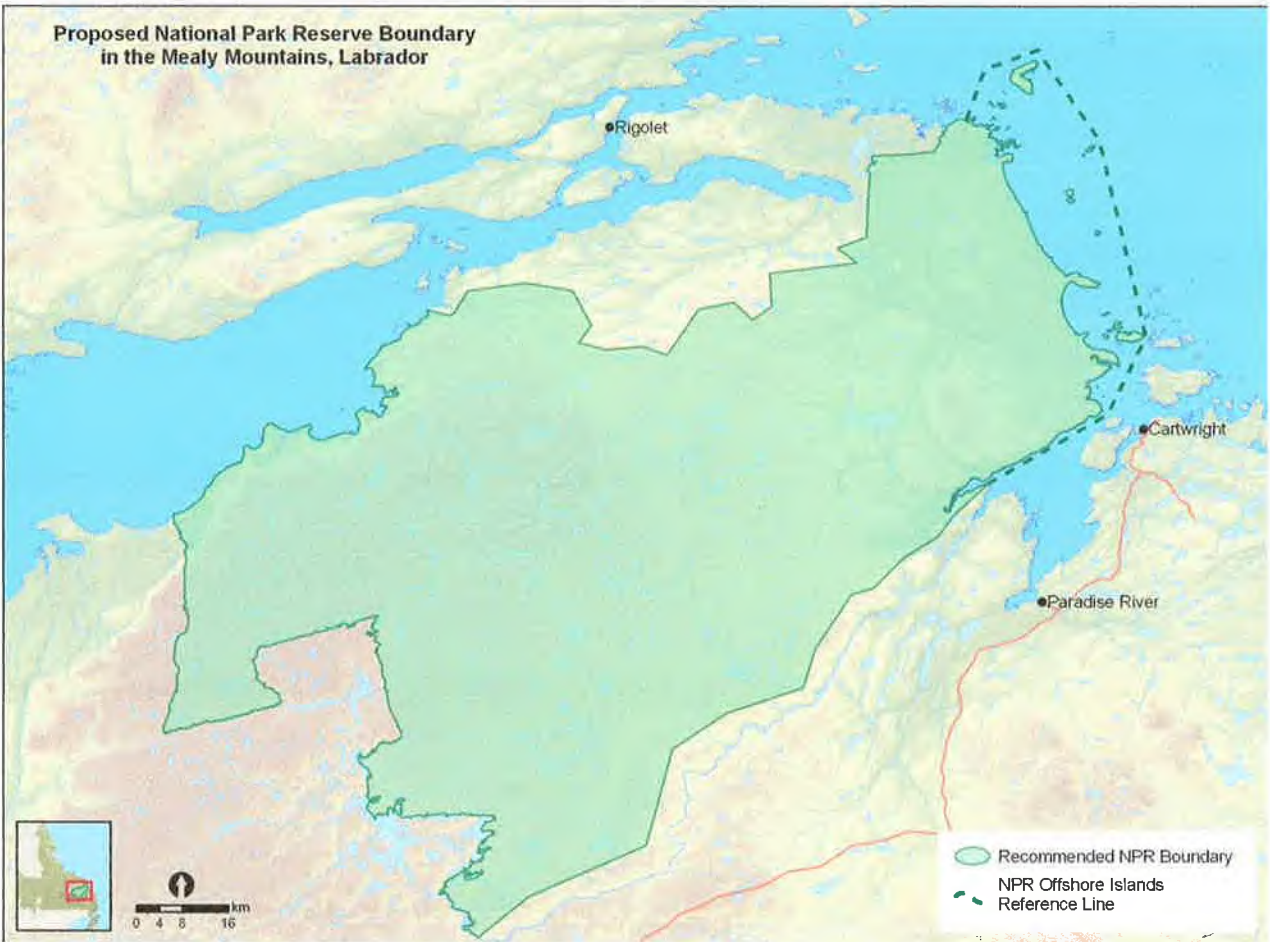
- a. protecting a representative natural area of Canadian significance in the East Coast Boreal Natural Region of the national park system for the benefit, education and enjoyment of the people of Canada, so as to leave it unimpaired for the enjoyment of future generations;
- b. promoting the maintenance or restoration of ecological integrity in the National Park Reserve through the protection of natural resources and natural processes which will contribute to healthy wildlife populations that are capable of sustaining such Innu domestic harvesting needs as are provided under the Final Agreement, once in effect;
- c. recognizing and honoring Innu knowledge and fostering the special historical and cultural relationship between Innu and the land so that the Innu way of life will continue; and
- d. providing opportunities to make personal connections to this area of the East Coast Boreal Natural Region through appreciation and respect of the Innu and their way of life, who in the past, present and future will continue to be part of the land through their stories and presence on the land.

#### 3.3 CHANGES TO NATIONAL PARK RESERVE BOUNDARIES

- 3.3.1 If Canada proposes to significantly enlarge the boundaries of the National Park Reserve, it will comply with section 13.4.4(b) of the Agreement in Principle.

# SCHEDULE 3-1

## MAP SHOWING THE LAND COMPRISING THE NATIONAL PARK RESERVE



*ae*

## CHAPTER 4

### NATIONAL PARK RESERVE COOPERATIVE MANAGEMENT BOARD

#### 4.1 GENERAL

- 4.1.1 A Cooperative Management Board (CMB) for the National Park Reserve will be established in accordance with this Agreement.
- 4.1.2 The CMB will be an advisory board to Parks Canada, the Innu Nation, or other relevant entities, any of whom may accept or reject any advice provided by the CMB in accordance with part 4.6.
- 4.1.3 Each member of the CMB will act impartially and in the public interest and, when participating as or performing the duties or functions of a member of the CMB, will not act as a representative of the body appointing the member. The public interest includes the interest of the Innu.

#### 4.2 APPOINTMENTS, OBSERVERS, EXPERTS

- 4.2.1 The CMB will consist of 5 members:
- a. 2 appointed by the Innu Nation;
  - b. 2 appointed by Parks Canada; and
  - c. an independent chair appointed jointly by Innu Nation and Parks Canada after seeking the views of the other CMB members.
- 4.2.2 As soon as possible, but no later than one year after the Effective Date, the Parties will appoint their respective appointees to the CMB.
- 4.2.3 If the Innu Nation and Parks Canada fail to agree on a chair within sixty days of the appointment of their respective appointees to the CMB or from the date when the position of chair became vacant, the Minister will appoint the chair on an interim basis until such time as agreement between Innu Nation and Parks Canada on a chair is reached.
- 4.2.4 A chair appointed under section 4.2.1(c) will be appointed for a four year term, and may be removed for cause by agreement of Innu Nation and Parks Canada after seeking the views of the other members of the CMB. An interim chair may be replaced by agreement under section 4.2.1(c).
- 4.2.5 When members, other than the chair, are first appointed to the CMB, Innu Nation and Parks Canada will each appoint at least one of their respective appointees to the CMB for

a two year term with other appointees appointed to a four year term. Following that, all appointments will be for four years.

- 4.2.6 If a member of the CMB, other than the chair, leaves or is removed before his or her term expires, a replacement will be appointed for the remainder of that member's term by the body that made the original appointment.
- 4.2.7 A body may reappoint a member whose term has expired.
- 4.2.8 Innu Nation and Parks Canada may remove any of their respective CMB appointees at any time for misconduct.
- 4.2.9 The Innu Nation and Parks Canada and the Province of Newfoundland and Labrador will have the right to send an observer to any or all meetings of the CMB. An observer:
  - a. may actively participate in a meeting with the permission of the CMB; and
  - b. does not have the right to vote.
- 4.2.10 The costs of each observer's participation will be borne by the body sending the observer.
- 4.2.11 Subject to budget considerations, the CMB may invite any individual to present information to it that the CMB agrees will be of use to it in carrying out its duties.
- 4.2.12 The CMB will, within one year of its first meeting, establish internal procedures and a code of conduct for members, both of which will be consistent with this Agreement and will take effect on approval by the Innu Nation and Parks Canada.
- 4.2.13 The CMB may by consensus or majority vote meet in private, but it may only do so in exceptional circumstances, on reasonable written notice to all bodies with observer status, giving reasons, and only for so long as is necessary to accomplish the purposes of the private meeting.

### **4.3 CMB OPERATIONS**

- 4.3.1 The CMB will meet in person at least three times per year for each of the first two years following the appointment of all members of the CMB as set out in part 4.2. Thereafter, the CMB will meet a minimum of twice per year, or more often as required by CMB business.
- 4.3.2 The CMB meetings will be open to the public, subject to section 4.2.13.
- 4.3.3 The language spoken at CMB meetings may be either Innu-aimun or one of Canada's official languages, at the discretion of the speaker. Interpretation will be provided as



required, subject to prior notice being given to the chair.

- 4.3.4 The chair will cause to be sent an informal notice of meeting to each member of the CMB. Within 10 days of the date the notice is sent, if the two members appointed by any one of the Innu Nation or Parks Canada or both give written notice they are unavailable for the date of the meeting, and if the chair is satisfied they both have a *bona fide* reason for not being available, then the chair will reschedule the meeting.
- 4.3.5 The quorum for any meeting will be the chair and three other members.
- 4.3.6 The CMB will make every effort to reach its advice by consensus. If that is not possible, it may provide advice in the form of a majority vote, in which case the chair will cause the minutes of meeting to include a record of the vote and a brief description of each of the majority and the dissenting opinions.
- 4.3.7 Advice provided by the CMB will be consistent with this Agreement, the Agreement in Principle, the Final Agreement, and the Labrador Inuit Land Claims Agreement as may be applicable.
- 4.3.8 In addition to the meetings described in section 4.3.1, the CMB may meet and conduct its business by way of teleconference or video conference.

#### **4.4 COSTS OF THE CMB**

- 4.4.1 The Innu Nation and Parks Canada will provide for initial orientation and training workshops and activities for the CMB to be undertaken within the first year after appointment of the CMB under part 4.2. These workshops will provide an opportunity to familiarize members of the CMB with:
- a. this Agreement, the Agreement in Principle or, if it is in effect, the Final Agreement;
  - b. the Labrador Inuit Land Claims Agreement;
  - c. the Federal-Provincial Memorandum of Agreement;
  - d. the *Canada National Parks Act* and regulations, national park reserve management planning processes;
  - e. the operation of the National Park Reserve; and,
  - f. any other matters the CMB considers relevant to its efficient operation and effectiveness.



Subject to agreement between the Innu Nation and Parks Canada, subsequent workshops may be provided as required.

- 4.4.2 Prior to the beginning of every fiscal year, the CMB will submit a budget to Parks Canada for CMB operations, based on eligible expenditures identified in Schedule 4-1 and the baseline budget set out in Schedule 4-2. Subject to approval of the budget by Parks Canada, Parks Canada will provide funding to the CMB for the eligible expenditures. Parks Canada will provide written reasons to Innu Nation in the event there is any reduction in funding for CMB operations from the baseline budget set out in Schedule 4-2.
- 4.4.3 The CMB may, if necessary or desirable, incorporate as a not-for-profit entity for purposes of managing its costs, expenditures, contracts and funding agreements. The CMB will submit any proposed constating documents and any amendments thereto, to the Innu Nation and Parks Canada for their approval before making any application to a governing authority for incorporation or for an amendment to a constating document.
- 4.4.4 Individual CMB members' expenses incurred in attending and participating in meetings of the CMB, including honoraria, transportation, meals, accommodation and incidentals, will be paid by the body who appointed that member, in accordance with each body's internal policies.
- 4.4.5 The chair's expenses relating to the CMB, including honoraria, transportation, meals, accommodation and incidentals, will be paid by Parks Canada.

#### **4.5 ROLE OF THE CMB**

- 4.5.1 The CMB may provide advice to the Innu Nation, Parks Canada, or other relevant entities on all matters related to management of the National Park Reserve and any other matters related to the National Park Reserve for which its advice is requested.
- 4.5.2 With respect to the role of the CMB described in section 4.5.1, management of the National Park Reserve includes, but is not limited to, the following matters:
  - a. changes to the National Park Reserve boundary, as set out in Chapter 3;
  - b. draft business plan and draft operational priorities;
  - c. management planning and the Management Plan, as set out in Chapter 5;
  - d. removal of carving stone, as set out in Chapter 6;
  - e. seasonal camps, cabins and camps;
  - f. visitor access and use, as set out in Chapter 7;

- g. recruitment and hiring of staff, and the removal of employment barriers, as set out in Chapter 8;
- h. economic opportunities, as set out in Chapter 9;
- i. the research strategy and authorization processes as set out in Chapter 10;
- j. safekeeping of Innu Archaeological and Cultural Material in the possession of the Parks Canada, as provided for in Chapter 11;
- k. the development of materials for the promotion of the National Park Reserve, as set out in Chapter 7;
- l. development plans for facilities, displays and exhibits about the National Park Reserve, as set out in Chapter 7;
- m. dispute resolution, as set out in Chapter 12;
- n. implementation and review of this Agreement, as set out in Chapter 13;
- o. traditional land use of the National Parks Reserve; and,
- p. matters related to maintenance or restoration of ecological integrity.

#### **4.6 THE CMB AND ADVICE ABOUT THE NATIONAL PARK RESERVE**

- 4.6.1 The CMB may provide advice on all matters related to the management of the National Park Reserve to Innu Nation and Parks Canada or to any other relevant entity by any appropriate means. The CMB will copy the Innu Nation and Parks Canada on any advice provided by the CMB.
- 4.6.2 Parks Canada will encourage and facilitate the active participation of the CMB in all matters related to the National Park Reserve.
- 4.6.3 Where the CMB provides its advice in writing to the Minister, it must be in one of Canada's official languages.
- 4.6.4 If the CMB provides written advice to the Innu Nation or Parks Canada that requires a decision by the recipient of the written advice, the recipient will seek the advice of the other and attempt to reach consensus before a decision is made and any action is taken. In the event of a disagreement, the Parties will engage the consensus process in part 12.2 prior to making that decision or taking action, unless the disagreement is in respect of an interpretation of this Agreement or a breach of anticipated breach of this Agreement, in which case the matter will be addressed under part 12.1.

- 4.6.6 Following receipt of written advice from the CMB, the Innu Nation or Parks Canada, as the case may be, will provide written reasons in the event of a decision to reject or vary the CMB's advice. If the written advice of the CMB is rejected or varied, the CMB may reconsider its advice and the reasons provided for the rejection or variance, and may forward further written advice within thirty days.
- 4.6.7 With respect to written advice from the CMB concerning carving stone, seasonal camps, cabins and camps, and management planning and the Management Plan, the advice may only be rejected or varied if the advice:
- a. is not supported by, or is inconsistent with, any relevant information, in which case such relevant information will be provided to the CMB to enable them to reconsider their advice pursuant to section 4.6.6;
  - b. would impair the enjoyment of the National Park Reserve by future generations;
  - c. would interfere with the maintenance or restoration of the ecological integrity of the National Park Reserve;
  - d. is contrary to applicable legislation, regulations, policies or directives;
  - e. would place too onerous a financial burden on the Innu Nation, Canada or Traditional Land Users; or
  - f. the recipient of the advice is unable to carry out the advice.
- 4.6.8 When urgent circumstances require an immediate decision, an interim decision may be made before the process outlined in sections 4.6.1 through 4.6.7 is complete. In such circumstances, the interim decision will be made known to the CMB and the Parties, and any final decision will be made in accordance with the process set out in this chapter.

#### **4.7 RELATIONSHIP BETWEEN THE CMB AND THE INNU RESOURCE MANAGEMENT BOARD**

- 4.7.1 The CMB and Innu Resource Management Board will be encouraged to work together in a collaborative manner on matters of mutual interest and, as applicable, to coordinate the provision of advice.

## **SCHEDULE 4-1**

### **ELIGIBLE ITEMS FOR CMB EXPENDITURE**

1. Translation costs for documents and materials;
2. Translation equipment;
3. Interpretation costs for meetings;
4. Meeting room and hall rentals;
5. Telephone, fax, internet, courier and other communication costs;
6. Secretarial costs or casual contracts;
7. Office supplies and miscellaneous; and
8. Any other items or categories agreed to by Parks Canada.

## **SCHEDULE 4-2**

### **BASELINE BUDGET**

Baseline Budget will be appended within 120 days of the execution of this Agreement.



## CHAPTER 5

### NATIONAL PARK RESERVE MANAGEMENT PLANNING

- 5.1 Parks Canada and the CMB will collaborate on concluding a National Park Reserve Management Plan in consultation with the Innu Nation.
- 5.2 Before the Management Plan is in effect, Parks Canada and the Innu Nation will jointly establish guidelines in respect of the National Park Reserve to:
  - a. protect known or potential areas of special importance, including sensitive natural and Innu cultural resources and the appropriate measures to protect such areas, which may include restricting or prohibiting access to and use of such areas;
  - b. provide for visitor experience opportunities; and
  - c. provide for public education.
- 5.3 The Management Plan will include key strategies that address issues related to resource protection, visitor experience and public education. It will identify related objectives and actions for specific areas within the National Park Reserve. The Management Plan will be informed by the guidelines established under part 5.2.
- 5.4 Additional requirements for facilities and infrastructure may be identified by Parks Canada, the CMB, or the Innu Nation. Parks Canada will, prior to establishing any additional facilities or infrastructure, seek the advice of the CMB.
- 5.5 The Management Plan will accord with this Agreement, the Agreement in Principle, and the Final Agreement, once in effect.
- 5.6 The CMB may advise the Parties on all matters related to the management planning process and the Management Plan.
- 5.7 The Management Plan and any supporting documents will take into account available Innu knowledge.



## CHAPTER 6

### INNU USE OF NATIONAL PARK RESERVE

#### 6.1 TRADITIONAL RENEWABLE RESOURCE HARVESTING ACTIVITIES

- 6.1.1 An Innu may exercise those rights applicable within the Labrador Innu Settlement Area under the Final Agreement, once in effect, throughout the entirety of the National Park Reserve, all without any requirement for Parks Canada's authorization, unless such authorization is required by law and not excepted by the Final Agreement, once in effect.
- 6.1.2 Until the Final Agreement comes into effect, Innu may continue the carrying on of Traditional Renewable Resource Harvesting Activities throughout the entirety of the National Park Reserve.
- 6.1.3 The Traditional Renewable Resource Harvesting Activities referred to in section 6.1.2 are only those harvesting activities:
- a. applicable and permissible in a National Park Reserve, as contemplated by and provided for in the Agreement in Principle; and
  - b. carried out in accordance with the Agreement in Principle.
- 6.1.4 In carrying on Traditional Renewable Resource Harvesting Activities, Innu may employ any method or technology traditionally used by them, and may possess and use any equipment for that purpose.
- 6.1.5 PCA will seek the advice of CMB and Innu Nation in the drafting of law enforcement plans for the National Park Reserve.

#### 6.2 CARVING STONE

- 6.2.1 If at law an Innu requires a permit in respect of the removal of carving stone from the National Park Reserve, Parks Canada:
- a. will not refuse an Innu a permit unless it has good reason and has first sought the advice of the CMB and consulted the Innu Nation; and
  - b. will act reasonably, on the advice of the CMB and in consultation with the Innu Nation, in imposing terms and conditions.
- 6.2.2 If authorized under the Final Agreement, once it has taken effect, an Innu may remove up to 10 cubic metres of carving stone annually from the National Park Reserve without a permit.



6.2.3 A permit referred to in section 6.2.1 will be at no cost to the Innu.

Handwritten signature or initials in the bottom right corner of the page.

## CHAPTER 7

### ADMINISTRATION OFFICE, VISITOR RECEPTION, ORIENTATION AND ACCESS

#### 7.1 NATIONAL PARK RESERVE ADMINISTRATION OFFICE

- 7.1.1 An administration office for the National Park Reserve will be established by Parks Canada in the Upper Lake Melville region to facilitate the administration, planning and management of the National Park Reserve. Pending the establishment of a permanent administration office, Parks Canada may establish a temporary administration office in Happy Valley - Goose Bay.
- 7.1.2 Within 18 months of the Effective Date, Parks Canada will begin discussions with the Innu Nation for the supply of the administration office for the National Park Reserve. If the discussions do not result in an agreement within two years of the commencement of those discussions, Parks Canada may procure the administration office in accordance with Chapter 9.

#### 7.2 VISITOR RECEPTION AND ORIENTATION

- 7.2.1 Parks Canada will establish a visitor reception and orientation centre in the Upper Lake Melville region. Pending the establishment of a permanent visitor reception and orientation centre, Parks Canada may establish temporary visitor reception and orientation services in Happy Valley - Goose Bay.
- 7.2.2 Parks Canada will ensure that visitors are informed of access points to the National Park Reserve, the natural and cultural history of the National Park Reserve area that includes Innu concepts of land use and history, services provided by Innu Businesses related to the National Park Reserve, and any other promotional material or safety information to inform the visitor about the National Park Reserve and region.
- 7.2.3 Signs in the National Park Reserve and signs in adjacent communities related to the National Park Reserve that are erected under the authority of Parks Canada will be in Innu-aimun and both of Canada's official languages.

#### 7.3 ACCESS AND USE

- 7.3.1 Access points for visitors to the National Park Reserve will be located and designed with the advice of the CMB and in consultation with the Innu Nation so that there will be
- a) minimal impact on Innu use of lands, waters and resources of the National Park Reserve; and
  - b) where possible, opportunities for economic benefits to Innu.



- 7.3.2 Areas in the National Park Reserve of special importance to Innu will be identified in the Management Plan unless the Innu Nation and Parks Canada agree otherwise. The Management Plan will include measures to ensure that visitor access to each area of special importance to Innu is managed appropriately, including where necessary by restricting or prohibiting visitor access to and use of such areas.
- 7.3.3 Parks Canada will prepare a visitor risk assessment and a visitor safety plan, and may prepare other documents concerning visitor safety in the National Park Reserve. Parks Canada will seek the advice of the CMB and Innu Nation during the drafting and review of such documents.
- 7.3.4 One or more areas of the National Park Reserve may be identified by Parks Canada as restricted access areas that a visitor may enter only if accompanied by a guide that is familiar with the area, including its terrain, weather conditions and wildlife. Such areas may be identified in the Management Plan. If Parks Canada intends to establish such a restricted area in a location that is not identified in the Management Plan, it will, prior to identifying such an area, seek the advice of the CMB and the Innu Nation.
- 7.3.5 Parks Canada will collaborate with the CMB and the Innu Nation to identify opportunities for visitor experiences through Innu interpretation and experiences within the National Park Reserve or in communities.
- 7.3.6 Visitor access points to the National Park Reserve from land, air and sea will be identified as part of the National Park Reserve management planning process.

#### **7.4 NATIONAL PARK RESERVE USER FEES AND FACILITIES**

- 7.4.1 Innu (including those who engage in business in the National Park Reserve under the authority of a Business Licence) will have entry at no cost to the National Park Reserve.
- 7.4.2 An Innu who enters the National Park Reserve in accordance with the terms of a Business Licence may be required to register with Parks Canada either in person, by phone, electronically, or by any other appropriate means. Registration will be at no cost to the Innu.
- 7.4.3 In an emergency an Innu may, at his or her own risk, use any Parks Canada facility in the National Park Reserve, including a cabin, hut, emergency shelter or campground, and may use any supplies from such facility. If he or she uses any such facility or supplies, he or she will give notice to Parks Canada as soon as practical and provide such information to Parks Canada as is reasonably requested.
- 7.4.4 Parks Canada and the Innu Nation will meet and work towards developing a solution if non-emergency use by Innu of the facilities or supplies described in section 7.4.3 becomes an issue that Parks Canada believes is detrimental to the operation and management of the National Park Reserve.



7.4.5 Employees of the Innu Nation carrying out responsibilities in support of the management objectives of the National Park Reserve may use, at their own risk or at the risk of the Innu Nation, the facilities and supplies described in section 7.4.3 with the consent of Parks Canada, or in an emergency. If the use is in an emergency, the Innu Nation will give notice to Parks Canada as soon as practical and provide such information to Parks Canada as is reasonably requested.

7.4.6 The Innu Nation will indemnify and forever save harmless Parks Canada from all damages, costs, losses, or liabilities that Parks Canada may suffer or incur in connection with or as a result of any suits, actions, causes of action, claims, proceedings, or demands initiated or made against Parks Canada arising from the uses provided for in section 7.4.5.

## **7.5 NATIONAL PARK RESERVE INFORMATION AND PROMOTION**

7.5.1 Parks Canada will make information and promotional materials available to the public, including:

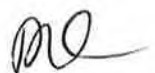
- a. material that speaks to the role that Innu play as part of the natural ecosystems and the cultural history of the National Park Reserve and the region;
- b. a comprehensive list, developed by the Innu Nation, of Innu Businesses in respect of the National Park Reserve activities and attractions;
- c. information promoting the National Park Reserve and the region that Parks Canada, with advice from the CMB, determines is appropriate and that has been prepared by reputable and reliable sources, such as government, tourism organizations or Innu Businesses; and
- d. an English, French and Innu-aimun glossary of basic phrases and terms useful to visitors to be developed jointly by Parks Canada, the CMB, and the Innu Nation.

7.5.2 Parks Canada will seek the advice of the CMB concerning any tourism strategies associated with the National Park Reserve and region.

7.5.3 When Parks Canada participates in tourism or trade shows to promote exclusively or primarily the National Park Reserve, Parks Canada may include in the delegation, when resources permit or cooperative funding arrangements can be made, a member of the CMB selected by the CMB. If Parks Canada includes in the delegation a member of the CMB, other than an appointee to the CMB by the Innu Nation, Parks Canada will invite the Innu Nation to name a representative to the delegation. That representative will participate in the delegation at the Innu Nation's cost.

## **7.6 National Park Reserve Heritage Presentation**

- 7.6.1 Parks Canada will incorporate Innu concepts of land use and history of the National Park Reserve and region in the heritage presentation program for the National Park Reserve. Parks Canada will involve Innu in the development and implementation of the heritage presentation program for the National Park Reserve.
- 7.6.2 Parks Canada will forward to the CMB all proposals for the development of materials for the heritage presentation program for the National Park Reserve, and the CMB may provide advice to Parks Canada on the development of such materials.
- 7.6.3 When planning heritage presentation programs, displays and facilities for the National Park Reserve that relate to Innu history and/or culture, Parks Canada will be guided by the advice of the Innu Nation.
- 7.6.4 Names of places, flora and fauna, and environmental processes in the National Park Reserve referred to in Parks Canada publications, programs, displays and facilities will be in Canada's official languages and Innu-aimun.
- 7.6.5 Before Parks Canada makes a decision to recommend to a naming authority the naming or the replacement of the name of a topographical feature within the National Park Reserve, Parks Canada will first seek the advice of the CMB and the Innu Nation and give priority consideration to the advice of the Innu Nation.



## CHAPTER 8

### CAREER OPPORTUNITIES, RECRUITMENT AND TRAINING

#### 8.1 CAREER OPPORTUNITIES

- 8.1.1 The Parties are committed to achieving Innu participation in Parks Canada employment in the Labrador Innu Settlement Area to at least a representative level consistent with section 21A.4.1 of the Agreement in Principle.

#### 8.2 RECRUITMENT AND HIRING

- 8.2.1 Parks Canada will seek the advice of the CMB on any recommendations made under section 21A. 4.3(a)(i) of the Agreement in Principle that apply to Parks Canada and are relevant to the National Park Reserve.
- 8.2.2 Parks Canada will work with the CMB and the Innu Nation to prepare and implement a human resource strategy to:
- a. increase Innu employability and employment;
  - b. promote and retain Innu employees; and
  - c. consider other appropriate matters.
- 8.2.3 Parks Canada will work with the CMB and the Innu Nation to maximize Innu employment opportunities and identify and remove barriers to the employment of Innu in the National Park Reserve. Parks Canada may also seek advice concerning:
- a. policies or procedures for filling a vacant or new position;
  - b. the methods used to advertise a vacant or new position;
  - c. hiring criteria or qualifications for a vacant or new position;
  - d. the weight assigned to each criterion set out in section 8.2.4;
  - e. the draft job description or statement of qualifications for a vacant or new position;
  - f. the identification of training needs and provision of appropriate training opportunities; and,
  - g. the establishment of a prior learning assessment process that will be available to Innu applicants to assess their suitability for employment in the absence of formal

qualifications.

- 8.2.4 Parks Canada will consider the following criteria when recruiting employees for the National Park Reserve:
- a. knowledge of Innu culture, society and economy;
  - b. knowledge of this Agreement, the Agreement in Principle, and, once in effect, the Final Agreement;
  - c. fluency in Innu-aimun;
  - d. knowledge of the environmental aspects of the National Park Reserve and surrounding areas;
  - e. community awareness; and
  - f. other relevant experience.
- 8.2.5 Unless it otherwise has good reason, Parks Canada will invite the CMB to be involved in the hiring process for any National Park Reserve staff. The CMB may designate one of its members or someone else to participate in the hiring process. Participation will include involvement in:
- a. preparation of interview questions; and
  - b. hiring interviews, as members of selection panels.
- 8.2.6 When externally recruiting employees for the National Park Reserve, Parks Canada will first open the competition to only qualified Participants if necessary to achieve the commitment by Canada in section 21A.4.1 of the Agreement in Principle, subject to laws and policies applicable to employment at Parks Canada (and despite section 2.3.5).
- 8.2.7 Innu who are unilingual Innu-aimun speakers will be given the opportunity to compete for jobs as National Park Reserve staff, for which they are otherwise qualified, where the lack of knowledge of either the English or French languages does not compromise public or staff safety or operational effectiveness.
- 8.2.8 Where practical, Parks Canada will assign unilingual Innu-aimun speaking employees to work with bilingual (Innu-aimun /English or Innu-aimun /French) employees.

### **8.3 TRAINING DURING EMPLOYMENT**

- 8.3.1 Subsequent to the hiring of a qualified Innu, and to encourage the advancement of Innu in positions as National Park Reserve staff, each manager who is responsible for an Innu employee will develop a personal learning plan with that employee and review it annually.
- 8.3.2 The personal learning plan referred to in section 8.3.1 will include, but not be limited to:
- a. specific training required for the existing position;
  - b. the employee's short and long term career goals; and
  - c. training available to assist the employee in achieving his or her career goals.
- 8.3.3 Parks Canada will provide each Innu employee with reasonable training opportunities, such as on-the-job training, off-site training, continuing education or educational leave, related to employment with Parks Canada.
- 8.3.4 Training options for an Innu employee will be designed and discussed with the employee so that they reasonably accommodate the employee's needs as an Innu, taking into account Innu culture and lifestyle. Possible means to achieve this include:
- a. providing instruction in Innu-aimun;
  - b. providing mentoring programs;
  - c. providing training in an Innu community;
  - d. job shadowing;
  - e. job assignments; and
  - f. second-language training for unilingual Innu-aimun speakers.



## CHAPTER 9

### INNU ECONOMIC BENEFITS AND OPPORTUNITIES

#### 9.1 GENERAL

- 9.1.1 In this chapter the objective of the Parties is to identify ways in which Innu Businesses can maximize their participation in economic opportunities relating to the National Park Reserve.
- 9.1.2 The Parties will follow the process set out in part 21A.3 of the Agreement in Principle to ensure this chapter provides for qualified Innu Businesses to have the opportunity to contract for the establishment, operation or maintenance of facilities within, or the provision of goods and services to, the National Park Reserve.

#### 9.2 INNU ECONOMIC BENEFITS

- 9.2.1 Subject to section 9.2.5, Canada will contribute to the Innu Nation a one-time payment of two hundred and fifty thousand dollars to:
- a. identify economic development opportunities for Innu Businesses related to the National Park Reserve;
  - b. prepare a plan on how Innu Businesses can take advantage of economic opportunities associated with the National Park Reserve; and
  - c. build capacity among Innu Businesses and Participants.
- 9.2.2 The Innu Nation will provide copies of the plan referred to in section 9.2.1 to Parks Canada subject to the terms and conditions agreed to pursuant to section 9.2.4.
- 9.2.3 Subject to section 9.2.5, Canada will make a one-time payment to the Innu Nation of seven hundred and fifty thousand dollars for the creation of a fund to assist Innu and Innu Businesses to take advantage of tourism, economic and employment opportunities arising from the National Park Reserve.
- 9.2.4 The timing, terms and conditions related to the payments referred to in sections 9.2.1 and 9.2.3 will be developed by Canada and the Innu Nation prior to the coming into effect of the Final Agreement.
- 9.2.5 The payments referred to in 9.2.1 and 9.2.3 will only be made following the coming into effect of the Final Agreement.

### **9.3 CONTRACTING OPPORTUNITIES FOR INNU BUSINESSES**

- 9.3.1 Parks Canada will design and develop its contract requirements for the establishment, operation or maintenance of facilities within, and for the provision of goods and services to, the National Park Reserve, by taking, where practicable and consistent with sound procurement practices, the following measures:
- a. use the registry of Innu Businesses to meet the objectives under part 21A.3 of the Agreement in Principle; and
  - b. providing all reasonable opportunities for Innu Businesses to submit competitive bids, including setting the date, location, terms and conditions for bidding so that Innu Businesses may readily bid, inviting bids by commodity groupings, permitting bids for goods and services for a specified portion of a larger contract package, and designing construction contracts so as to increase the opportunity for smaller and more specialized firms to bid.
- 9.3.2 On an annual basis, Parks Canada will seek the advice of the CMB concerning anticipated contracting opportunities relating to the National Park Reserve for the upcoming fiscal year.
- 9.3.3 At the beginning of each fiscal year, Parks Canada will notify the Innu Nation of all anticipated contracting opportunities relating to the National Park Reserve for that fiscal year for which funds have been budgeted.
- 9.3.4 All of Parks Canada's bid solicitations issued relating to the National Park Reserve will provide qualified Innu Businesses on the comprehensive list of Innu Businesses with a minimum of fifteen days to respond and, in any event, no less time than available to any other business.
- 9.3.5 Parks Canada may assist an Innu Business that is successful in bidding on a contract relating to the National Park Reserve that has a gross value of greater than five thousand dollars and less than twenty-five thousand dollars, by providing the Innu Business with a ten percent advance payment.
- 9.3.6 Parks Canada will assist an Innu Business that is successful in bidding on a contract relating to the National Park Reserve that has a gross value of greater than twenty-five thousand dollars to obtain commercial financing by providing a letter of intent to contract conditional upon the Innu Business obtaining financing.





#### **9.4 INNU BUSINESS OPPORTUNITIES**

- 9.4.1 The management planning process, as set out in chapter 5, will determine the appropriate opportunities for visitors to appreciate and understand the natural and cultural experiences found in the National Park Reserve, which in turn may form the basis for Innu business opportunities.
- 9.4.2 Parks Canada will inform the CMB annually about continuing and upcoming economic development opportunities associated with the National Park Reserve and seek its advice about how to maximize the participation of Innu and Innu Businesses in such opportunities.
- 9.4.3 Parks Canada will meet annually with the Innu Nation to discuss economic development opportunities associated with the National Park Reserve.
- 9.4.4 Within ten years of the Effective Date, Parks Canada, with the advice of the Innu Nation, will facilitate capacity building for Innu Businesses relating to the National Park Reserve by:
- a. facilitating a biennial workshop in a Community, for Innu Businesses, with respect to opportunities in the National Park Reserve, with the purpose of producing a plan or strategy; and
  - b. working with the Innu Nation and Innu Businesses to access government programs and funding.
- 9.4.5 Parks Canada and the Innu Nation will collaborate on workshop planning, facilities and the resources required to implement section 9.4.4(a).
- 9.4.6 Parks Canada will not limit the number of Business Licenses to carry on a particular kind of business in the National Park Reserve without first obtaining the advice of the CMB and consulting the Innu Nation.
- 9.4.7 After obtaining the advice of the CMB, the Parties will develop and implement policies and procedures for allocating Business Licenses that maximize Innu participation in economic opportunities relating to the National Park Reserve.

#### **9.5 CONTRACTING OUT GOVERNMENT SERVICES IN THE NATIONAL PARK RESERVE**

- 9.5.1 If Parks Canada decides to contract out services that it would normally undertake internally in the National Park Reserve as part of its mandate, it will notify the Innu Nation as soon as practicable of its decision to do so.

9.5.2 Once such notification has been given, Parks Canada will arrange to meet with the Innu Nation to discuss the terms and conditions applicable to Parks Canada's requirement for the services that are to be contracted out. Thereafter, Parks Canada will seek bids and award the contract in accordance with part 9.3.

**9.6 EXPENDITURES TO SUPPORT THE OPERATION OF THE NATIONAL PARK RESERVE**

9.6.1 Parks Canada has the responsibility for financing the planning, development, management and operation of the National Park Reserve and will make, subject to the appropriation of funds by Parliament, initial expenditures over twelve years of \$35 million dollars in respect of the National Park Reserve, such amount incorporating projected expenditures for, among other things, National Park Reserve operations and management, capital development, and employee compensation and benefits.

9.6.2 As part of the expenditures referred to in section 9.6.1, Parks Canada will commit to compensation and benefits, subject to the appropriation of funds by Parliament, for the number of full time equivalent and seasonal positions by the tenth year following the Effective Date, as described in the organizational chart to be appended to this Agreement within 120 days of execution..

9.6.3 Parks Canada will dedicate one full time equivalent position at the National Park Reserve for at least five years following the Effective Date, whose duties will include working with Communities and organizations in Labrador to assist capacity building by Innu and Innu Businesses to take advantage of employment and economic opportunities associated with the National Park Reserve. Parks Canada will evaluate the continuation of this position at the end of the five year period.

9.6.4 Upon request by the Innu Nation, Parks Canada will provide expenditure information to verify the obligations set out in this chapter.



## CHAPTER 10

### NATIONAL PARK RESERVE RESEARCH

- 10.1 Parks Canada will, in developing the National Park Reserve research strategy, obtain the advice of the CMB and consult the Innu Nation.
- 10.2 The research strategy will describe the research needs and priorities for the National Park Reserve.
- 10.3 The research strategy will outline the methods that will be used to gather social, cultural, and ecological information about the National Park Reserve.
- 10.4 The research strategy will include an Innu ecological and cultural knowledge component.
- 10.5 For greater certainty, the research strategy will include the research needs, priorities and guidelines for Archaeological Activity in the National Park Reserve.
- 10.6 The research strategy will contain principles and guidelines that Parks Canada will incorporate into protocols with researchers for the collection, use and attribution of Innu ecological or cultural knowledge.
- 10.7 The protocols will require researchers to obtain prior written authorization for the collection and use of knowledge from Innu and will set out requirements for communication of findings to the Innu.
- 10.7 The research strategy will be linked to the objectives of the Management Plan.
- 10.8 For greater certainty, the research strategy will be updated every ten years as part of the management planning process or at such earlier time as determined by Parks Canada legislation.
- 10.9 The CMB and Innu Nation may provide advice to Parks Canada on the research strategy at any time.
- 10.10 Parks Canada will keep the CMB informed concerning proposed research in the National Park Reserve, and will provide the CMB with an annual report on research activities.
- 10.11 Parks Canada will forward copies of the research strategy, and any amendments to it, to the Innu Nation for its information.



- 10.12 Parks Canada will notify the CMB and Innu Nation upon receipt of an application to conduct research in the National Park Reserve, and the CMB may provide advice to Parks Canada on the application.
- 10.13 If an employee of Parks Canada proposes to engage in research in the National Park Reserve, Parks Canada will notify the CMB and Innu Nation of the proposal, and the CMB may provide advice to Parks Canada on the proposal.
- 10.14 Before deciding on any application referred to in section 10.12 or any proposal referred to in section 10.13 involving Innu informants, culture or traditional knowledge, or places within the National Park Reserve that are known to be of particular significance to the Innu Nation, Parks Canada will require the researcher to seek the prior and informed consent of the Innu Nation for the proposed research.
- 10.15 Parks Canada will consult with Innu Nation before deciding on any application referred to in section 10.12 or any proposal referred to in section 10.13 if the proposed research involves Innu informants, culture or traditional knowledge, or places within the National Park Reserve that are known to be of particular significance to the Innu Nation.
- 10.16 In a permit authorizing research in the National Park Reserve, Parks Canada will impose a condition that the researcher will (1) prepare a report of research and share the report with the Innu Nation and the Resource Management Board, and (2) if requested by the Innu Nation, prepare and share with the Innu Nation a summary of the research report in Innu-aimun.
- 10.17 Research activities will be managed in such a way as to minimize impacts on Innu, natural resources and processes, Innu Archaeological Material and Innu Ethnographic Material, and visitors.
- 10.18 Parks Canada recognizes the value and benefit of research initiated and conducted by Innu researchers. To encourage such research, Parks Canada will facilitate such research by:
- a. providing Innu researchers with access to relevant research reports, research proposals, data bases or other information in the possession of Parks Canada that can be publicly released and that could assist Innu researchers in carrying out their research;
  - b. providing Innu researchers with reasonable access, as determined by Parks Canada, to the necessary Parks Canada facilities and equipment, at their own risk, if available, during the data collection and data analysis stages of the research;
  - c. waiving user fees or other fees associated with research for Innu researchers; and

- d. where feasible, allowing Innu researchers, at their own risk, to travel at no cost on Parks Canada charter aircraft flights or in Parks Canada vehicles or watercraft.



## **CHAPTER 11**

### **INNU ARCHAEOLOGICAL AND CULTURAL MATERIALS IN THE NATIONAL PARK RESERVE**

#### **11.1 ARCHAEOLOGICAL MATERIAL**

- 11.1.1 Parks Canada and the Innu Nation will jointly develop and implement a memorandum of understanding regarding permitting, presentation, management and safekeeping of Innu Archaeological and Cultural Material found in the National Park Reserve.
- 11.1.2 Upon the coming into effect of the Final Agreement, Parks Canada and the Innu Nation will modify as necessary the memorandum of understanding to reflect the obligations by both Parties in the Final Agreement.
- 11.1.3 The Innu Nation and Parks Canada will develop and implement the memorandum of understanding in consultation with the Province of Newfoundland and Labrador.
- 11.1.4 Parks Canada will maintain an inventory of Innu Archaeological Material found in the National Park Reserve. Innu Nation will have access to this inventory on request.
- 11.1.5 Parks Canada will work with Innu elders and Innu Nation regarding the interpretation of Innu Archaeological and Cultural Material found in the National Park Reserve prior to any display of such material. The parties will work towards consensus on the display and interpretation of Innu Archaeological and Cultural Material in a manner respectful of Innu wishes.

#### **11.2 SAFEKEEPING ARCHAEOLOGICAL MATERIAL AND INNU ETHNOGRAPHIC MATERIAL**

- 11.2.1 The memorandum of understanding will include standards for the safekeeping of Innu Archaeological and Ethnographic Material relating to the National Park Reserve. The standards will take into consideration the Cultural Resource Management Policy of Parks Canada and other relevant documents, policies and legislation.
- 11.2.2 Parks Canada will keep the CMB and the Innu Nation informed about the safekeeping of Innu Archaeological and Ethnographic Material relating to the National Park Reserve that is in the possession of Parks Canada. The CMB may give advice about the safekeeping of Innu Archaeological and Ethnographic Material relating to the National Park Reserve that is in the possession of Parks Canada.

**11.3 NATIONAL HISTORIC SITE(S) WITHIN THE NATIONAL PARK RESERVE**

11.3.1 This Agreement will serve to fulfill any requirements under the Final Agreement for an agreement with the Innu Nation in relation to any National Historic Site within the National Park Reserve.

11.3.2 If a National Historic Site is designated in the National Park Reserve, the CMB may give advice to Parks Canada regarding the National Historic Site.

11.3.3 The provisions of this Agreement will apply to any National Historic Site within the National Park Reserve unless the Parties agree otherwise in writing.



## CHAPTER 12

### DISPUTE RESOLUTION

#### **12.1 DISPUTES CONCERNING THE INTERPRETATION OR BREACH OF THIS AGREEMENT**

- 12.1.1 This part 12.1 applies to disputes between the Parties concerning the interpretation of this Agreement or a breach or anticipated breach of this Agreement.
- 12.1.2 For greater certainty, a dispute about a proposed amendment to this Agreement is not subject to this part 12.1.
- 12.1.3 In the event of a dispute between the Parties, the Party wishing to resolve the dispute will give written notice to the other, describing the dispute.
- 12.1.4 Within sixty days from the giving of notice under section 12.1.3, the Parties will meet to attempt in good faith to negotiate a resolution of the dispute, and the Parties may, if they consider it appropriate, seek the views of the CMB or the assistance of a mediator to resolve the dispute.
- 12.1.5 Disputes between the Parties which have not been resolved under 12.1.4 will be referred to arbitration under this chapter no later than thirty (30) days following the conclusion of negotiations.
- 12.1.6 An arbitrator or arbitration panel is without jurisdiction to consider the validity of this Agreement or alter, amend, delete or substitute any provision of this Agreement in any manner.
- 12.1.7 Subject to section 12.1.6, arbitration under this Agreement will be conducted in accordance with the *Commercial Arbitration Act* R.S.C., 1985, c. 17, as amended from time to time, until the coming into effect of the Final Agreement, after which time matters may be referred to arbitration in accordance with the dispute resolution provisions of the Final Agreement.
- 12.1.8 In an arbitration under this Agreement, unless the arbitrator decides otherwise, the Parties will each bear their own costs and pay equally all other costs of the arbitration.



## **12.2 CONSENSUS PROCESS**

- 12.2.1 This part 12.2 applies to disputes between the Parties, except for disputes concerning the interpretation of this Agreement or a breach or anticipated breach of this Agreement.
- 12.2.2 In the event of a dispute between the Parties on a matter, any related decisions and any actions arising will be deferred by the Parties, and will be referred to senior officials who will attempt to reach consensus on the matter in good faith. Deferrals will not affect the obligation of the Parties to deliberate in good faith and to strive to achieve consensus decisions on other matters.
- 12.2.3 The Parties may together, if they both consider it appropriate, initiate one or more of the following processes:
- a. refer the matter in dispute to a working group composed of members of the CMB and representatives of the Parties; and
  - b. commission third-party studies, evaluations or similar projects to provide the Parties with information, analysis or advice on how to resolve the matter in dispute.
- 12.2.4 Parties will meet to formally consider the matter in dispute within thirty (30) days of receiving the results of any process initiated under 12.2.3.
- 12.2.5 In the event of a clear and final disagreement of the Parties on a matter, related decisions and any actions arising will be held in abeyance, and will be referred to the Grand Chief of the Innu Nation and to the Minister to exhaust all reasonable efforts to reach consensus on the matter in good faith. The Parties may request the assistance of an agreed neutral third party in attempting to reach consensus.
- 12.2.6 The Minister shall not delegate responsibilities under 12.2.5.
- 12.2.7 When urgent circumstances require an immediate decision, an interim decision may be made before the process outlined in sections 12.2.2 through 12.2.5 is complete. In such circumstances, the interim decision will be made known to the Innu Nation or Parks Canada, as the case may be, and any final decision will be made in accordance with the process set out in this part.



## CHAPTER 13

### IMPLEMENTATION, REVIEW AND AMENDMENT OF THIS AGREEMENT

#### 13.1 IMPLEMENTATION OF THIS AGREEMENT

13.1.1 The Parties will monitor the implementation of this Agreement and will meet annually to determine whether the commitments set out in this Agreement are being achieved. The Parties may seek information and advice from the CMB to assist them in these monitoring efforts.

#### 13.2 REVIEW OF THIS AGREEMENT

13.2.1 Once the Final Agreement is in effect, the Parties will meet to review this Agreement and adjust this Agreement as necessary to ensure compliance between this Agreement and the Final Agreement.

13.2.2 Unless the Parties agree otherwise, five years after the Effective Date and subsequently at ten year intervals, the Parties will:

- a. conduct a joint review of this Agreement to determine whether the purposes and commitments of this Agreement are being achieved; and,
- b. share the cost of the joint review equally.

13.2.3 If the Parties agree, instead of conducting a joint review of this Agreement under section 13.2.2, the Parties may contract an independent third party to undertake an evaluation to determine whether the purpose and commitments of this Agreement are being achieved.

- a. The Parties will share the cost of the independent third party where both Parties agree to the evaluation; or
- b. the Party requesting the third party evaluation will be responsible for all costs of the third party where there is no agreement to having a third party evaluation.

13.2.4 The Parties will address issues raised by an evaluation or review conducted under this Part and may amend this Agreement, if agreed.

#### 13.3 AMENDMENT

13.3.1 This Agreement may only be amended with the written consent of the Parties.




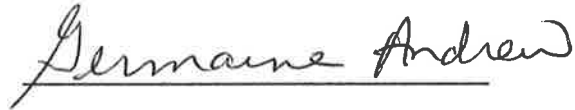
**Inuit Impact and Benefit Agreement for the Proposed  
Akami-Uapishk<sup>u</sup>- Kakkasuak - Mealy Mountains  
National Park Reserve of Canada**

SIGNED THIS 31<sup>st</sup> DAY OF July 2015.

**SIGNED BY:**

**WITNESSED BY:**

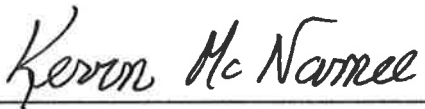
  
Grand Chief Anastasia Qupee  
Innu Nation



**SIGNED BY:**

**WITNESSED BY:**

  
Alan Latourelle  
Chief Executive Officer  
Parks Canada



Tab 3

**We have archived this page and will not be updating it.**

You can use it for research or reference.



Government  
of Canada

Gouvernement  
du Canada

[Canada.ca](#) > [News](#)

# Harper Government Announces Creation of a National Park Reserve in the Mealy Mountains of Labrador

## News Release

July 31, 2015  
Canada

– Ottawa, Ontario –

Parks

The Honourable Leona Aglukkaq, Minister of the Environment and Minister responsible for Parks Canada, along with the Honourable Dan Crummell, Minister of Environment and Conservation for the Province of Newfoundland and Labrador and Ms. Anastasia Qupee, Grand Chief of the Innu Nation, today announced Akami-uapishk<sup>u</sup> - KakKasuak - Mealy Mountains National Park Reserve as Canada's 46<sup>th</sup> national park.

The agreement between the governments of Canada and Newfoundland and Labrador will see the transfer of 10,700 square kilometres of land from the province to the Government of Canada to create the national park

reserve. The national park proposal was the subject of extensive consultation with Labradorians, local communities, stakeholders and Aboriginal groups.

The Government of Canada and the Innu Nation agreement will ensure the management of the national park reserve respects the rights and interests of the Innu and provides for the continued use by Innu of the land and its resources. The agreement confirms cooperative management and planning of the park between the Innu and Parks Canada.

Parks Canada is also working to finalize collaborative relationships with the Nunatsiavut Government, NunatuKavut Community Council and the Quebec Innu.

The national park reserve in the Mealy Mountains of Labrador will protect a nationally significant example of the East Coast Boreal Natural Region. The landscape is also of great cultural significance to Aboriginal people. The area includes mountain tundra, marine coasts, boreal forests, islands and rivers that are home to Atlantic salmon and trout. It will also protect important habitat for the threatened Mealy Mountains caribou herd, as well as for wolves, black bear, martens and many other species of wildlife.

This new national park reserve will provide unique Aboriginal cultural experiences and outdoor recreation activities such as canoeing, backcountry camping, and hiking.

The park's creation contributes to Canada's National Conservation Plan with concrete action to conserve Canada's lands and waters and connect Canadians to nature.

# Quick facts

- The national park reserve will protect roughly 10,700 sq. km, an area the size of Jamaica.
- Mealy Mountains National Park Reserve has been under consideration since the mid-1970s and will be the largest national park in Eastern Canada.
- The national park reserve is named for the Mealy Mountains, glacially-rounded, bare rock summits which overlook Lake Melville and reach to 1,100 metres. *Akami-uapishk<sup>u</sup>* and *KakKasuak* are the traditional names for the park reserve: *Akami-uapishk<sup>u</sup>* is the Innu name for the area meaning *White Mountain across* and *KakKasuak* is the Labrador Inuit word for *mountain*.
- The Mealy Mountains National Park Reserve is home to a 50 km long beach, the *Wunderstrand*, which was mentioned in the Viking sagas.
- The national park reserve will be formally protected under the *Canada National Parks Act* once a Park Impacts and Benefits Agreement has been negotiated with the Nunatsiavut Government and a bill tabled in Parliament.

# Quotes

“Our Government has demonstrated unparalleled leadership in the conservation and protection of Canada’s natural heritage. We have presided over one of the greatest periods of conservation in Canada’s history. Getting this done is a huge accomplishment for both the region and Canada and I am proud that today’s hard work means future generations will be able to experience this beautiful part of our country.”

*- The Honourable Leona Aglukkaq, Minister of the Environment and Minister responsible for Parks Canada*

“The Mealy Mountains National Park Reserve represents an excellent model of sustainable environmental, social and economic benefits for residents and communities of Newfoundland and Labrador. The Provincial Government is committed to protecting provincially and nationally significant landscapes and contributing to a Canada-wide network of protected areas and I welcome the addition of the Mealy Mountains National Park Reserve to our existing parks and protected areas system.”

*- The Honourable Dan Crummell, Minister of Environment and Conservation Province of Newfoundland and Labrador*



“Our Elders have been stewards of Akami-uapishk<sup>u</sup> for countless generations. Innu Nation looks forward to sharing the natural and cultural heritage of our land and the Innu way of life with all Canadians.”

- *Grand Chief Anastasia Qupee, Innu Nation*

## Related products

- [National Park Reserve Values](#)
- [Summary of Park Impacts and Benefits Agreement Between Labrador Innu Nation and Parks Canada](#)
- [Summary of Land Transfer Agreement Between Government of Newfoundland and Labrador and Parks Canada](#)

## Additional links

- Parks Canada: [www.pc.gc.ca](http://www.pc.gc.ca)

- 30 -

## Media contacts

Jonathan Lefebvre

Office of the Minister of the Environment

819-997-1441

Media Relations

Parks Canada

1-855-862-1812

[pc.media@pc.gc.ca](mailto:pc.media@pc.gc.ca)

## Search for related information by keyword

Hon. Leona Aglukkaq

Parks Canada

History and Archaeology

### **Date modified:**

2015-07-31

Tab 4

**AKAMI-UAPISHK<sup>u</sup> - KAKKASUAK - MEALY MOUNTAINS NATIONAL  
PARK RESERVE**

**AGREEMENT**

**BETWEEN**

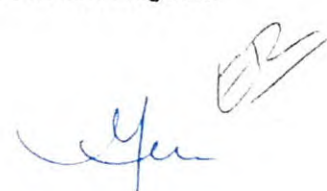
**INNU**  
as represented by Innu Nation

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of the Environment  
for the purposes of the Parks Canada Agency,  
and the Minister of Crown-Indigenous Relations

**PREAMBLE:**

- A. Innu are Aboriginal peoples of Canada. Existing Aboriginal and treaty rights are recognized and affirmed in subsection 35(1) of the *Constitution Act, 1982*.
- B. Canada is committed to a renewed, nation-to-nation relationship with Innu, based on recognition of rights, mutual respect, co-operation and partnership.
- C. Canada is committed to implementing the United Nations Declarations on the Rights of Indigenous Peoples in accordance with the Canadian Constitution and Canada's Principles.
- D. Akami-uapishk<sup>u</sup> is an integral part of Nitassinan, the Innu homeland, and forms a vital cultural, historic and natural part of the heritage of Innu.
- E. In 2015, Innu Nation and Parks Canada Agency entered into a PIBA for the National Park Reserve.
- F. Canada and Innu Nation, together with the Province, are also concluding a Final Agreement for ratification by them that will address, among other subject matters, the use of, access to, and management of Park Reserves.
- G. Recognizing that Canada and Innu bring responsibilities, authorities, legal systems, policies and values, the Parties are committed to work together



collaboratively on a nation-to-nation, government-to-government basis in a mutually respectful manner.

- H. Canada recognizes that meaningful engagement with Indigenous peoples aims to secure their free, prior, and informed consent, as identified in United Nations Declarations on the Rights of Indigenous Peoples, when Canada proposes to take actions which impact their rights, including their lands, territories and resources, and has committed to building creative and innovative mechanisms that will help build deeper collaboration, consensus and new ways of working together.
- I. The Parties are committed to Innu and their representative bodies having a central role, as set out in the Agreement-in-Principle, the Final Agreement and the PIBA, in the planning, management and operation of the National Park Reserve.
- J. Canada and Innu are committed to implementing the PIBA and to concluding the Final Agreement in a timely manner, and intend that the implementation of this Agreement will enable the implementation of certain elements of the PIBA and the Final Agreement prior to the effective date of the Final Agreement, on an incremental basis.

**Part 1 Definitions and Interpretation**

1.1 In this Agreement:

**"Agreement"** means this Akami-Uapishk<sup>u</sup> - Kakkasuak - Mealy Mountains National Park Reserve Agreement, as may be amended from time to time, and includes the Annexes;

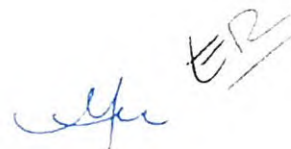
**"Agreement-in-Principle"** means the agreement-in-principle signed between Canada, Innu Nation, and the Province on November 18, 2011;

**"Business Licence"**, in respect of the National Park Reserve, has the same meaning as "licence" in the *National Parks of Canada Businesses Regulations*, SOR/98-455;

**"Canada"** means Her Majesty in right of Canada, unless the context refers to the geographic area;

**"Canada's Principles"** means the *Principles Respecting the Government of Canada's Relationship with Indigenous Peoples* published in 2018 and referenced as ISBN 978-0-660-25093-9 Cat. No. J2-476/2018E-PDF;

**"CMB"** means the Co-operative Management Board established under section 4.1.1. of the PIBA;



**"Final Agreement"** means the final land claims and self-government agreement between Innu, as represented by Innu Nation, the Province and Canada;

**"Innu"** means all members of the Aboriginal peoples of Labrador historically known as the Innu people, the Naskapi-Montagnais people, the Mushuau Innu people or the Sheshatshiu Innu people who:

- (a) have traditionally used and occupied and currently use and occupy lands and waters in Newfoundland and Labrador and parts of the offshore area; and
- (b) are the subject of comprehensive land rights negotiations among Innu Nation, Canada and the Province pursuant to the Framework Agreement they concluded, dated March 29, 1996;

**"Innu Business"** means a business that is a sole proprietorship, partnership, not-for-profit corporation, co-operative, limited partnership or incorporated company, operating independently or in a joint venture, alliance or consortium:

- (a) in which Innu, the Innu Government, or an Innu First Nation Government has or have:
  - (i) at least fifty-one (51) percent ownership or effective control, or in the case of a not-for-profit corporation, at least fifty-one (51) percent membership; or
  - (ii) where ownership or effective control or, in the case of a not-for-profit corporation, membership is less than fifty-one (51) percent, significant Innu benefit, ownership, effective control or Innu employment and on that basis has been added to the registry of Innu Businesses; or
- (b) in which, in the case of a business with six (6) or more full time employees, at least thirty three (33) percent of them are Innu or, where Innu employment is less than thirty three (33) percent, has significant Innu benefit, ownership, effective control or Innu employment and on that basis has been added to the registry of Innu Businesses;

**"Innu Nation"** means the body corporate named "Innu Nation Inc." duly incorporated and existing under that name under Provincial laws, including its successors and assigns, representing Sheshatshiu Innu First Nation,

Mushuau Innu First Nation and the Innu Nation membership for the purpose of this Agreement;

“**Inuit**” has the same meaning as in the Labrador Inuit Land Claims Agreement;

“**Management Plan**” means the management plan, in respect of the National Park Reserve, required under section 11 of the *Canada National Parks Act*;

“**Minister**” means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the Parks Canada Agency;

“**National Park Reserve**” means the Akami-uapishk<sup>u</sup> - KakKasuak - Mealy Mountains National Park Reserve, shown for illustrative purposes in Annex A of this Agreement;

“**National Park Reserve Contribution Agreement**” means the contribution agreement between the Innu Nation and the Minister referred to 5.1, and includes any amendment, substitution, renewal, or replacement of it;

“**Overlap Area**” means any portion of the National Park Reserve which is subject to a treaty between Canada and Aboriginal peoples other than Innu;

“**Park**” has the same meaning as in the *Canada National Parks Act*;

“**Park Reserve**” has the same meaning as in the *Canada National Parks Act*;

“**Party**” means Innu, as represented by Innu Nation, Canada or both;

“**PIBA**” means the Parks Impacts and Benefits Agreement, dated July 31, 2015, between Innu Nation and Canada with respect to the National Park Reserve;

“**Primary Body**” means the principal body for the responsibility set out in 6.1 when compared with the role of individual interests or stakeholder groups with respect to such a responsibility, and “individual interests or stakeholder groups” does not include another Aboriginal group having a treaty right to establish a co-operative management board or such a co-operative management board in respect of the National Park Reserve;

“**Province**” means Her Majesty in Right of Newfoundland and Labrador;  
and

ER  
[Signature]

**"Superintendent"** means an officer appointed under the *Parks Canada Agency Act* who holds the office of superintendent of the National Park Reserve, and includes any person under that Act who is authorized by such an officer to act on the officer's behalf.

- 1.2 A reference in this Agreement to legislation includes every amendment to it, every regulation made under it, and any substitution or replacement of it.
- 1.3 Unless it is otherwise clear from the context, in this Agreement:
- (a) the word "including" means "including but not limited to" and the word "includes" means "includes but is not limited to";
  - (b) the use of the singular includes the plural, and the use of the plural includes the singular;
  - (c) a reference to a body or official includes a reference to the body or official which replaces it or which substantially succeeds to its powers or functions; and
  - (d) a reference to a Party includes that Party's successors and permitted assigns.
- 1.4 Where a word is defined in this Agreement, other parts of speech and tenses of the same word have a corresponding meaning.
- 1.5 The headings in this Agreement are:
- (a) for convenience only;
  - (b) do not form a substantive part of this Agreement; and
  - (c) are not to be used to define, limit, alter or enlarge the scope or meaning of any other provision of this Agreement.
- 1.6 Subject to Part 12, this Agreement and the PIBA constitute the entire agreements between Innu and Canada with respect to the subject matters of this Agreement and the PIBA. There are no collateral warranties or agreements.
- 1.7 Except as otherwise provided in this Agreement, in the event of any inconsistency or conflict between this Agreement and the PIBA, or a policy of Parks Canada Agency that is applicable to the National Park Reserve, this Agreement prevails to the extent of the inconsistency or conflict.



- 1.8 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction and is severed from the remainder of this Agreement, the Parties will make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.

**Part 2 Purposes of Agreement**

2.1 The purposes of this Agreement are to:

- (a) give full effect to the central role contemplated for Innu in the planning, management and operation of the National Park Reserve, as set out in the PIBA;
- (b) facilitate and advance reconciliation between the Parties related to the National Park Reserve prior to the effective date of the Final Agreement;
- (c) provide predictability and stability in the planning, management and operation of the National Park Reserve;
- (d) address Canada's one-time funding obligations as set out in 9.2.1 and 9.2.3 of the PIBA; and
- (e) advance and implement certain elements of the PIBA and the Final Agreement, prior to effective date of the Final Agreement, on an incremental basis, which elements include:
  - (i) providing for an effective nation-to-nation relationship in the planning and management of the National Park Reserve;
  - (ii) supporting Innu to take up their roles and responsibilities for the co-operative management of the National Park Reserve;
  - (iii) enabling Innu to take advantage of economic opportunities in relation to the National Park Reserve;
  - (iv) building Innu capacity for the co-operative management of the National Park Reserve; and
  - (v) contributing to the development of healthy, self-reliant and sustainable Innu communities through economic opportunities in the National Park Reserve.

**PART 3 Consultation**



- 3.1 Canada will consult Innu with respect to the addition of the National Park Reserve to Schedule 2 of the *Canada National Parks Act* or as a Park under Schedule 1 of the *Canada National Parks Act*.

**Part 4 Benefits to Innu in Relation to the National Park Reserve**

- 4.1 If an Innu individual or Innu Business applies for a Business License to be a guide in the National Park Reserve, the Superintendent will not refuse the application on the basis of the qualifications of that individual or Innu Business, if those qualifications are recognized by Innu Nation, unless the Superintendent has good reason to refuse after seeking the advice of the CMB and consulting Innu Nation.
- 4.2 When externally recruiting employees for the National Park Reserve for positions in Happy Valley-Goose Bay, Parks Canada Agency will give preference to qualified Innu candidates, subject to laws and policies applicable to employment at Parks Canada Agency.
- 4.3 Subject to 7.5, Canada will make a payment of \$1,000,000 to Innu Nation in fulfillment of Canada's obligations under 9.2.1 and 9.2.3 of the PIBA.

**Part 5 Implementing the Park Impacts and Benefits Agreement**

- 5.1 Subject to 7.5, Canada will provide ongoing funding in accordance with the National Park Reserve Contribution Agreement as negotiated between Canada, and Innu Nation and any in-kind support as the Parties may agree in that agreement, to support Innu responsibilities set out in this Agreement and the PIBA.
- 5.2 Innu Nation will carry out Innu responsibilities under the PIBA within the National Park Reserve, including:
- (a) working with Canada to establish guidelines in respect of the National Park Reserve for the purposes set out in the PIBA;
  - (b) consulting with Canada to conclude a National Park Reserve Management Plan;
  - (c) training, employing and supporting Innu staff involved in the National Park Reserve, including Innu guardians;
  - (d) advising Canada in the drafting of law enforcement plans for the National Park Reserve;

ER  
Yen

- (e) working with Canada to ensure that visitors are informed of the natural and cultural history of the National Park Reserve and Innu concepts of land use and history;
- (f) consulting with Canada on designating access points for visitors to the National Park Reserve;
- (g) identifying areas in the National Park Reserve of special importance to Innu for identification and inclusion in the Management Plan;
- (h) advising Canada in the drafting and review of a visitor risk assessment and safety plan;
- (i) collaborating with Canada and the CMB to identify opportunities for visitor experiences through Innu interpretation and experiences within the National Park Reserve and Innu communities;
- (j) completing negotiations with Canada towards the supply of an administration office for the National Park Reserve;
- (k) developing an Innu Business list in respect of National Park Reserve activities and attractions;
- (l) working with Canada and the CMB to develop a glossary of Innu-aimun phrases and terms relevant to the National Park Reserve;
- (m) participating in the promotion of the National Park Reserve at tourism and trade shows in the circumstances described in 7.5.3 of the PIBA;
- (n) advising Canada in the planning and presentation of heritage programs, displays and facilities that relate to Innu history and culture;
- (o) advising Canada on the Innu-aimun naming of places, flora and fauna and environmental processes, and the naming and replacement of names for topographic features, within the National Park Reserve;
- (p) working with Canada and the CMB to develop a human resources strategy for the National Park Reserve;
- (q) working with Canada to maximize Innu employment opportunities and identifying and removing barriers to the employment of Innu in the National Park Reserve, and identifying ways in which Innu

*Alku*

*ER*

Businesses can maximize their participation in economic opportunities relating to the National Park Reserve;

- (r) consulting with Canada to develop a research strategy for the National Park Reserve and in the review of applications to conduct research within the National Park Reserve;
- (s) concluding and implementing a memorandum of understanding on permitting, presentation, management, and safekeeping of Innu archeological and cultural material found in the National Park Reserve;
- (t) managing the funding provided by Canada under this Agreement; and
- (u) generally, carrying out the communication, coordination and administration necessary for the implementation of Innu responsibilities under the PIBA.

5.3 Funding from Parks Canada Agency for the Innu responsibilities referred to in this Agreement and the PIBA will be addressed through the National Park Reserve Contribution Agreement or other mechanisms at Canada's discretion.

5.4 Subject to 5.5, this Agreement and the National Park Reserve Contribution Agreement do not affect the ability of Innu Nation or Innu to:

- (a) participate in or benefit from any program for registered Indians, other Indians or aboriginal people in accordance with general criteria established for that program in effect from time to time; or
- (b) participate in or benefit from any federal program other than a program referred to in 5.4 (a) or to receive any public service from Canada in accordance with general criteria established for that program or public service in effect from time to time.

5.5 Innu Nation and Innu are not eligible to participate in or benefit from any federal program or to receive a public service from Canada to the extent that funding to support that program or public service has been included in this Agreement or the National Park Reserve Contribution Agreement.

## **Part 6 Co-operative Management Boards**

6.1 Subject to 6.2 and 6.3, the CMB is the Primary Body providing advice to the Minister and Innu Nation on all matters related to management of the

*ER*  
*elven*

National Park Reserve and any other matters relating to the National Park Reserve for which its advice is requested.

- 6.2 The CMB may collaborate with another co-operative management board established between Canada and another Aboriginal group having a treaty right to establish a co-operative management board within the National Park Reserve on matters of mutual interest, and may coordinate the provision of advice.
- 6.3 In the Overlap Area, if the Minister receives conflicting or inconsistent advice from the CMB and another co-operative management board referred to in 6.2, on the request of the Minister, the CMB and that other board will collaborate with one another in a reasonable and good faith effort to reconcile the conflicting or inconsistent advice and coordinate the provision of replacement advice.

#### **Part 7 Contribution Towards Final Agreement**

- 7.1 Subject to 7.2 to 7.4, the benefits, risks and opportunities obtained by or on behalf of Innu under this Agreement from Canada will be considered by the Parties in the conclusion of the Final Agreement.
- 7.2 Innu Nation and Innu agree that funds provided by Canada under 4.3 fulfills the obligation of Canada to make the contributions described in 9.2.1 and 9.2.3 of the PIBA.
- 7.3 The Parties agree that 9.2.5 of the PIBA is of no force or effect.
- 7.4 Innu Nation and Innu forever release Canada from all suits, actions, claims, demands, proceedings, costs or liabilities that Innu Nation or Innu ever had, now has or may in the future have with respect to the funds referred to in 4.3.
- 7.5 Canada is committed to provide the funds referred to in 4.3 and 5.1, but that commitment is subject to:
- (a) the required appropriation of funds by Parliament;
  - (b) Canada's funding policies, directives and processes; and
  - (c) the signing of any necessary collateral funding agreement outlining the nature of the funding and associated terms and conditions.

#### **Part 8 Information Sharing**

- 8.1 Each Party agrees, subject to any confidentiality obligations to third parties, to provide to the other Party such information requested by that other Party as may be necessary to properly carry out this Agreement.

**Part 9 General Provisions**

- 9.1 Nothing in this Agreement will fetter or limit, or be deemed to fetter or limit, in any manner the rights, jurisdiction, authority, obligations or responsibilities of a Party or its representatives.
- 9.2 If a provision of this Agreement requires that a Party perform an obligation within a specified time, unless the context requires otherwise, time is of the essence in the performance of that obligation.
- 9.3 A Party's failure to enforce a provision of this Agreement does not constitute a waiver of the provision or affect that Party's right to enforce the provision at a later date.
- 9.4 Each Party will execute and deliver further documents and assurances as may be necessary to carry out this Agreement.
- 9.5 A Party may not waive any provision of this Agreement except by written notice to the other Party. Any waiver of a provision is:
- (a) valid only with respect to the specific instance to which it relates;
  - (b) not a continuing waiver; and
  - (c) not a waiver of any other provision.
- 9.6 There will be Innu-aimun, English and French versions of this Agreement. The English version is the authoritative version.

**Part 10 Other Aboriginal Peoples**

- 10.1 If Canada and an Aboriginal peoples, other than Innu or Inuit, conclude a treaty or a park impacts and benefits agreement applicable to the National Park Reserve, the Parties will meet to review any provisions that affect a subject matter of this Agreement within ninety (90) days after the date such treaty or park impacts and benefits agreement comes into effect.
- 10.2 Based on the review under 10.1, if the Parties agree that this Agreement requires amendment, they will enter into good faith negotiations for that purpose.

**Part 11 Status of Agreement**

11.1 This Agreement:

- (a) is a legally binding contract;
- (b) will be implemented in accordance with the Honour of the Crown;
- (c) is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
- (d) is made without prejudice to the positions taken by the Parties with respect to Aboriginal or treaty rights;
- (e) does not define the existence, nature or scope of Aboriginal or treaty rights of Innu;
- (f) does not affect, recognize, or provide any Aboriginal or treaty rights of or to any Indigenous peoples, including Innu;
- (g) does not impact or affect the Crown's constitutional obligations to Innu, including the duty to consult and accommodate;
- (h) does not oblige the Parties to act in a manner inconsistent with or fetter their legislative or regulatory jurisdictions or other authorities, including their laws, customs and traditions; and,
- (i) does not prejudice any future arrangements or agreements, including the Final Agreement, which may be entered into between Canada and the Innu with respect to the establishment, planning, management and operation of other Parks or Park Reserves.
- (j)

**Part 12 Term and Termination**

12.1 Subject to 12.2 and 12.4, this Agreement remains in effect until the effective date of the Final Agreement.

12.2 A Party may terminate this Agreement on written notice to the other Party and the Agreement terminates six (6) months after the date the notice is delivered.

12.3 Notwithstanding 12.2, 4.3, 7.1, 7.2, 7.3, to 7.4 and 15.9 survive the termination of this Agreement.

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'wefec' and the initials are 'CR'.

12.4 In the event that there is no Final Agreement ten (10) years after the effective date of this Agreement, the Parties will meet within six (6) months to discuss the status of this Agreement, including the possibility of renewing or replacing it.

**Part 13 Implementation**

13.1 Parks Canada Agency and Innu will monitor the implementation of this Agreement and determine whether the objectives of this Agreement are being met as part of the annual meeting that is required by 13.1.1 of the PIBA.

**Part 14 Review and Amendment**

14.1 The Parties will conduct a review of the effectiveness of this Agreement every five (5) years that this Agreement is in effect, starting on a date agreed to by the Parties but such date will be no earlier than the fifth (5<sup>th</sup>) anniversary of the effective date of this Agreement.

14.2 A Party may propose an amendment in the review referred to in 14.1 or at any time.

14.3 The Parties may amend this Agreement in writing.

14.4 An amendment to this Agreement takes effect on the date specified in the amendment or on a date agreed to by the Parties.

**Part 15 Dispute Resolution**

15.1 This part applies to disputes between the Parties concerning the interpretation of this Agreement or a breach or anticipated breach of this Agreement.

15.2 A dispute about a proposed amendment to this Agreement is not subject to dispute resolution under this Part.

15.3 A Party may request negotiations to resolve a dispute referred to in 15.1 by giving written notice and details of the dispute to the other Party.

15.4 Within sixty (60) days after giving notice under 15.3, the Parties will meet to attempt in good faith to negotiate a resolution of the dispute.

15.5 During negotiations under 15.4, the Parties may agree to seek the views of the CMB or the assistance of a mediator to resolve the dispute.





- 15.6 The Parties will refer Disputes between the Parties that have not been resolved under 15.4 or 15.5 to arbitration under 15.9 no later than thirty (30) days after the conclusion of negotiations or mediation, whichever is later.
- 15.7 An arbitrator will not consider the validity of this Agreement or alter, amend, delete or substitute any provision of this Agreement in any manner.
- 15.8 Disputes related to the ongoing funding provided under 5.1 will be addressed in the National Park Reserve Contribution Agreement.
- 15.9 Subject to 15.7 and 15.10, arbitration with respect to a dispute arising under this Agreement will be conducted in accordance with the *Commercial Arbitration Act* (Canada).
- 15.10 Unless the arbitrator decides otherwise, the Parties will each bear their own costs and pay equally all other costs of the arbitration under 15.9.
- 15.11 Any reference to a court will be made to the Federal Court of Canada.

**Part 16 Coming into Effect**

- 16.1 This Agreement may be signed in counterpart.
- 16.2 Each counterpart:
- (a) may be transmitted personally, by courier or email; and
  - (b) constitutes an original instrument.
- 16.3 The counterparts, taken together, constitute one and the same Agreement.
- 16.4 This Agreement comes into effect on the date the last Party signs.

**Part 17 Representation and Warranty**

- 17.1 The signatories are authorized to represent their respective Party.

**Part 18 Enurement**

- 18.1 This Agreement enures to the benefit of and binds each Party and its successors and assigns.

**Part 19 Notice**



- 19.1 Unless otherwise provided for in this Agreement or by mutual consent of the Parties, all notices and other communications required or permitted by this Agreement will be in writing and delivered by mail or courier to the following individuals and addresses:

**To the Innu Nation**

Grand Chief of the Innu Nation  
Innu Nation  
PO Box 119  
Sheshatshiu, NL A0P1M0

**To Canada**

Parks Canada Agency

Field Unit Superintendent  
Newfoundland West and Labrador  
Field Unit  
Parks Canada Agency  
c/o Gros Morne National Park  
P.O. Box 130  
Rocky Harbour, NL A0K 4N0

and

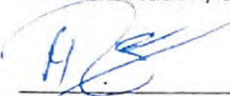
Minister of Crown-Indigenous Relations  
Crown-Indigenous Relations and  
Northern Affairs Canada  
10 Wellington St, 21<sup>th</sup> Floor  
Gatineau, QC K1A 0H4

- 19.2 A Party may change its address or the official who is to receive notices and other communications by giving written notice of the change to the other Party.
- 19.3 The Parties may agree to give notice or exchange communications by electronic means.



**Part 20 Signatures**

For Innu Nation, on behalf of Innu:

  
\_\_\_\_\_

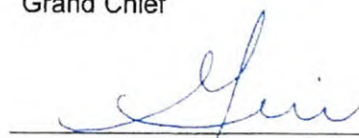
Witness

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Grand Chief

  
\_\_\_\_\_

Deputy Grand Chief

For Her Majesty the Queen in Right of Canada:

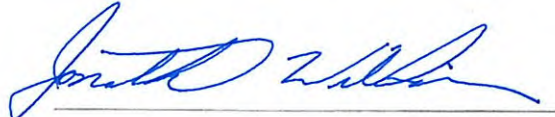
  
\_\_\_\_\_

Witness

*Sarah Labelle*  
\_\_\_\_\_

Witness

AUG 0 5 2021

  
\_\_\_\_\_

Minister of Environment and Climate  
Change Canada

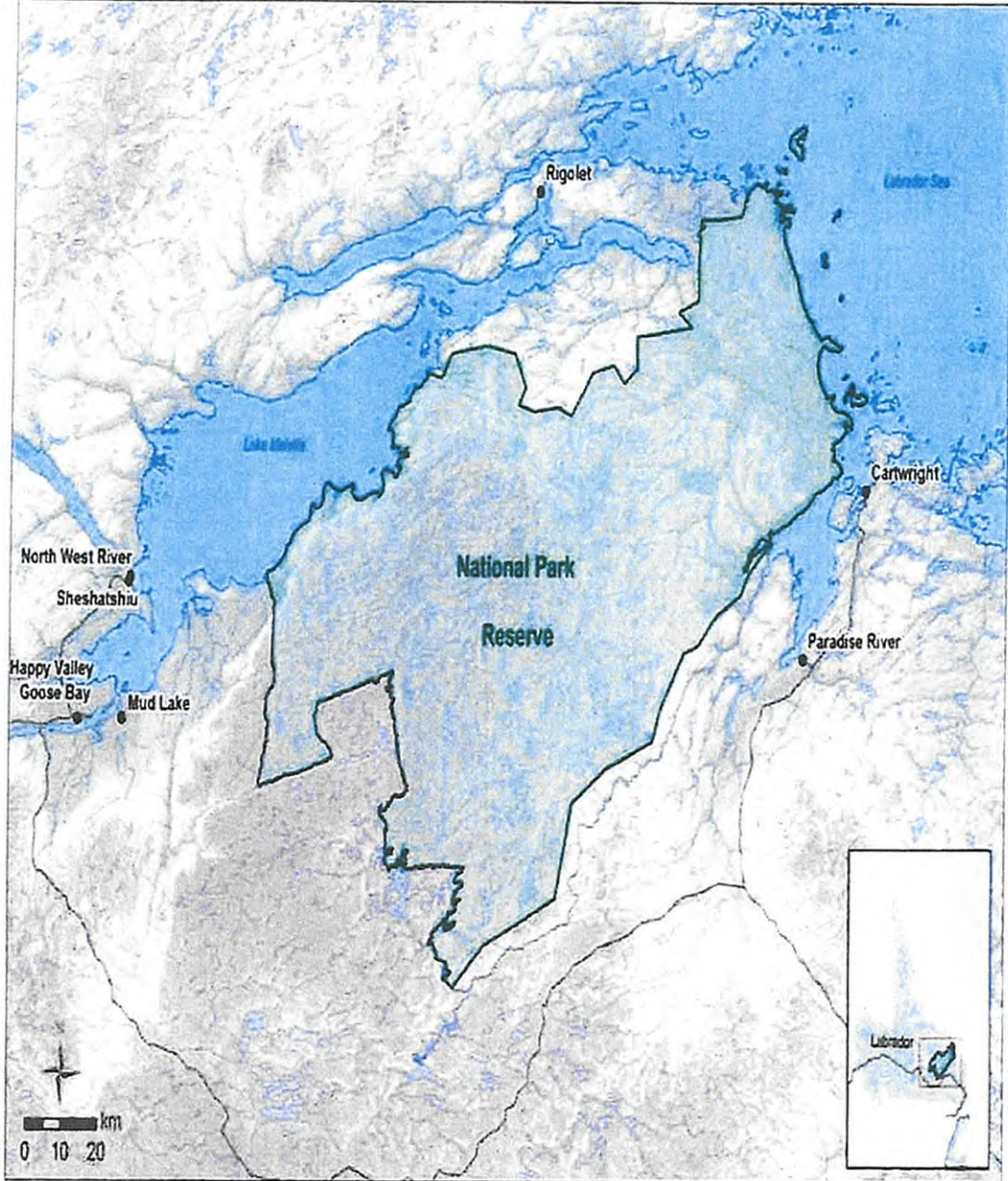
  
\_\_\_\_\_

Minister of Crown-Indigenous Relations

AUG 0 5 2021



**AKAMI-UAPISHKU - KAKKASUAK - MEALY MOUNTAINS NATIONAL PARK  
RESERVEBOUNDARY**



*ER*  
*[Signature]*



**RÉSERVE DE PARC NATIONAL AKAMI-UAPISHK<sup>U</sup> – KAKKASUAK –  
MONTS MEALY**

**ENTENTE**

**ENTRE**

**LES INNUS,**  
représentés par Innu Nation

**ET**

**SA MAJESTÉ LA REINE DU CHEF DU CANADA,**  
représentée par le ministre de l'Environnement  
pour les besoins de l'Agence Parcs Canada,  
et le ministre des Relations Couronne-Autochtones

**PRÉAMBULE :**

- A. Les Innus sont des peuples autochtones du Canada. Les droits existants – ancestraux ou issus de traités – sont reconnus et confirmés au paragraphe 35(1) de la *Loi constitutionnelle de 1982*.
- B. Le Canada s'est engagé à établir une relation renouvelée, de nation à nation, avec les Innus, fondée sur la reconnaissance des droits, le respect mutuel, la coopération et le partenariat.
- C. Le Canada s'est engagé à mettre en œuvre la Déclaration des Nations Unies sur les droits des peuples autochtones conformément à la Constitution canadienne et aux principes du Canada.



- D. Akami-uapishk<sup>u</sup> fait partie intégrante du Nitassinan, la terre natale des Innus, et constitue un élément essentiel du patrimoine culturel, historique et naturel des Innus.
- E. En 2015, Innu Nation et l'Agence Parcs Canada ont conclu une ERAP pour la réserve de parc national.
- F. Le Canada et Innu Nation, en collaboration avec la province, sont aussi à conclure une entente définitive, aux fins de ratification par eux-mêmes, qui portera notamment sur l'utilisation et la gestion des réserves de parc et l'accès à celles-ci.
- G. Reconnaissant que le Canada et les Innus portent des responsabilités, des pouvoirs, des systèmes juridiques, des politiques et des valeurs, les parties s'engagent à travailler ensemble et à collaborer dans le cadre d'une relation de nation à nation, de gouvernement à gouvernement, et dans le respect mutuel.
- H. Le Canada reconnaît qu'un engagement significatif avec les peuples autochtones vise à obtenir leur consentement préalable, donné librement et en connaissance de cause, conformément à la Déclaration des Nations Unies sur les droits des peuples autochtones, lorsque le Canada propose de prendre des mesures ayant une incidence sur les peuples autochtones et leurs droits sur leurs terres, leurs territoires et leurs ressources, et s'est engagé à mettre en place des mécanismes créatifs et novateurs qui contribueront à améliorer la collaboration, le consensus et de nouvelles façons de travailler ensemble.
- I. Les parties s'engagent à faire en sorte que les Innus et les organismes qui les représentent jouent un rôle essentiel, comme le prévoient l'entente de principe, l'entente définitive et l'ERAP, dans la planification, la gestion et l'exploitation de la réserve de parc national.
- J. Le Canada et les Innus s'engagent à mettre en œuvre l'ERAP et à conclure l'entente définitive en temps opportun, et entendent que la mise en œuvre de la présente entente permette la mise en œuvre de certains éléments de l'ERAP et de l'entente définitive avant la date de prise d'effet de l'entente définitive, de façon progressive.

## **Part 1 Définitions et interprétation**

### **1.1 Dans la présente entente :**

« **entente** » s'entend de la présente entente concernant la réserve de parc national Akami-Uapishk<sup>u</sup> – KakKasuak – Monts Mealy, et ses modifications, et comprend les annexes;

ER  
Yeu

« **entente de principe** » s'entend de l'entente de principe signée par le Canada, Innu Nation et la province le 18 novembre 2011;

« **permis d'exploitation** », en ce qui a trait à la réserve de parc national, s'entend au sens du terme « permis » dans le *Règlement sur l'exploitation de commerces dans les parcs nationaux du Canada*, DORS/98-455;

« **Canada** » s'entend de Sa Majesté la Reine du chef du Canada, sauf si le contexte indique qu'il s'agit du territoire canadien;

« **principes du Canada** » s'entend du document *Principes régissant la relation du Gouvernement du Canada avec les peuples autochtones* publié en 2018 et identifié sous l'ISBN 978-0-660-25093-9, no de cat. J2-476/2018E-PDF;

« **conseil de cogestion** » s'entend du conseil de cogestion créé en vertu de l'article 4.1.1. de l'ERAP;

« **entente définitive** » s'entend de l'entente définitive sur les revendications territoriales et l'autonomie gouvernementale entre les Innus, représentés par Innu Nation, la province et le Canada;

« **Innu** » s'entend de tout membre du peuple autochtone du Labrador connu sous le nom de « Innu », de « Naskapi-Montagnais », de « Innu de Mushuau » ou de « Innu de Sheshatshiu » qui :

- (a) traditionnellement et actuellement utilise et occupe les terres et les eaux de Terre-Neuve-et-Labrador et une partie de la région extracôtière;
- (b) fait l'objet de négociations dans le cadre de revendications territoriales globales entre la Nation innue, le Canada et la province suivant l'entente-cadre datée du 29 mars 1996; (*Innu*)

« **entreprise innue** » s'entend d'une entreprise individuelle, d'une société de personnes, d'une société sans but lucratif, d'une coopérative, d'une société en commandite ou d'une société constituée qui est exploitée en indépendance, en coentreprise, en alliance ou en consortium :

- (a) où les Innus, le gouvernement innu ou un gouvernement communautaire innu détiennent ce qui suit :
  - (i) propriété ou contrôle effectif dans une proportion d'au moins cinquante et un (51) pour cent ou, s'il s'agit d'une société sans but lucratif, participation sociale d'au moins cinquante et un (51) pour cent;
  - (ii) en cas de propriété ou contrôle effectif ou, s'il s'agit d'une société sans but lucratif, de participation sociale à moins de cinquante et un

Handwritten signatures in blue ink, appearing to be initials and a full name.



(51) pour cent, droit, propriété, contrôle effectif ou emploi appréciable des Innus, l'entreprise étant inscrite à ce titre au Registre des entreprises innues;

- (b) où les Innus forment au moins trente-trois (33) pour cent de l'effectif d'une entreprise comptant six (6) salariés à plein temps et plus ou, si la proportion des emplois occupés par des Innus est de moins de trente-trois (33) pour cent, où un droit, une propriété, un contrôle effectif ou un nombre d'emplois appréciable va aux Innus, l'entreprise étant inscrite à ce titre au Registre des entreprises innues; (*Innu Business*)

« **Nation innue** » s'entend de la personne morale nommée « Nation innue inc. » dûment constituée et subsistant sous ce nom suivant la législation provinciale, ce qui comprend ses ayants droit et ses ayants cause, qui représente la Première Nation innue de Sheshatshiu, la Première Nation innue de Mushuau et les membres de la Nation innue aux fins de la présente entente; (*Innu Nation*)

« **Inuit** » s'entend au sens de l'Accord sur les revendications territoriales des Inuit du Labrador; (*Inuit*)

« **plan directeur** » s'entend du plan directeur, relativement à la réserve de parc national, requis en vertu de l'article 11 de la *Loi sur les parcs nationaux du Canada*; (*Management Plan*)

« **ministre** » s'entend du ministre de l'Environnement ou tout autre ministre désigné par le gouverneur en conseil pour les besoins de l'Agence Parcs Canada; (*Minister*)

« **réserve de parc national** » s'entend de la réserve de parc national Akami-uapishk<sup>u</sup> - KakKasuak – Monts Mealy, présentée à des fins d'illustration à l'annexe A de la présente entente; (*National Park Reserve*)

« **entente de contribution relative à la réserve de parc national** » s'entend de l'entente de contribution entre la Nation innue et le ministre dont il est question à l'article 5.1, ce qui comprend ses modifications, son renouvellement ou son remplacement; (*National Park Reserve Contribution Agreement*)

« **zone de chevauchement** » s'entend de toute partie de la réserve de parc national qui est visée par un traité entre le Canada et des peuples autochtones autres que les Innus; (*Overlap Area*)

« **parc** » s'entend au sens de la *Loi sur les parcs nationaux du Canada*; (*Park*)

« **réserve de parc** » s'entend au sens de la *Loi sur les parcs nationaux du Canada*; (*Park Reserve*)



« **partie** » s'entend des Innus, représentés par la Nation innue, et le Canada, ou les deux; (*Party*)

« **ERAP** » s'entend de l'entente sur les répercussions et les avantages d'un parc datée du 31 juillet 2015 qui a été conclue entre la Nation innue et le Canada relativement à la réserve de parc national; (*PIBA*)

« **organe principal** » s'entend de l'organe principal chargé des responsabilités mentionnées à l'article 6.1, lorsque comparé au rôle des intérêts individuels ou de groupes d'intervenants par rapport à ces responsabilités, et l'expression « intérêts individuels ou de groupes d'intervenants » n'englobe pas les autres groupes autochtones qui ont un droit issu de traités leur permettant de mettre sur pied un conseil de cogestion ou un conseil de cogestion de la réserve de parc national; (*Primary Body*)

« **province** » s'entend de Sa Majesté la Reine du chef de Terre-Neuve-et-Labrador; (*Province*)

« **directeur** » s'entend du fonctionnaire nommé, en vertu de la *Loi sur l'Agence Parcs Canada*, directeur de la réserve de parc national. Y est assimilée toute personne nommée en vertu de cette loi qu'il autorise à agir en son nom. (*Superintendent*)

1.2 Dans la présente entente, toute référence à une loi vise aussi les modifications, les règlements pris en vertu de ladite loi et tous les éléments de substitution ou de remplacement.

1.3 Dans la présente entente, sauf indication claire du contexte :

- (a) les termes « comprend » et « ce qui comprend » s'entendent de mentions non exhaustives;
- (b) l'utilisation du singulier comprend le pluriel et l'utilisation du pluriel comprend le singulier;
- (c) toute référence à un organisme ou à un représentant comprend une référence à l'organisme ou au représentant qui le remplace ou qui lui succède dans la plupart de ses pouvoirs ou ses fonctions;
- (d) toute référence à une partie comprend les successeurs et les ayants droit autorisés de cette partie.

1.4 Lorsqu'un mot est défini dans la présente entente, les autres natures grammaticales et temps de ce mot ont un sens correspondant au mot défini.

1.5 Les titres de la présente entente sont :



- (a) à des fins de commodité uniquement;
  - (b) ne constituent pas une partie substantielle de la présente entente;
  - (c) ne doivent pas être utilisés pour définir, limiter, modifier ou élargir la portée ou le sens de toute disposition de la présente entente.
- 1.6 Sous réserve de la partie 12, la présente entente et l'ERAP constituent l'intégralité de l'entente entre les Innus et le Canada en ce qui concerne les objets définis dans la présente entente et dans l'ERAP. Il n'existe aucune garantie ni aucune convention accessoire.
- 1.7 Sauf disposition contraire de la présente entente, en cas de contradiction ou d'incompatibilité entre la présente entente et l'ERAP, ou une politique de l'Agence Parcs Canada applicable à la réserve de parc national, la présente entente l'emporte sur les dispositions incompatibles ou contradictoires.
- 1.8 Si une disposition de la présente entente est jugée invalide ou non exécutoire par un tribunal compétent et est considérée comme dissociée de la présente entente, les parties doivent mettre tout en œuvre pour négocier une autre disposition en remplacement de la disposition dissociée, conformément à l'esprit et à l'intention de la présente entente.

**Partie 2      Objet de la présente entente**

- 2.1 La présente entente a pour objet :
- (a) de donner plein effet au rôle essentiel que doivent jouer les Innus dans la planification, la gestion et l'exploitation de la réserve de parc national, comme le prévoit l'ERAP;
  - (b) de faciliter et favoriser la réconciliation entre les parties en ce qui concerne la réserve de parc national avant la datée d'entrée en vigueur de l'entente définitive;
  - (c) de promouvoir la prévisibilité et la stabilité dans la planification, la gestion et l'exploitation de la réserve de parc national;
  - (d) d'honorer les obligations du Canada en matière de financement ponctuel, lesquelles sont énoncées aux articles 9.2.1 et 9.2.3 de l'ERAP;
  - (e) de développer et mettre en œuvre progressivement certains éléments de l'ERAP et de l'entente définitive, avant la date d'entrée en vigueur de l'entente définitive, notamment :
    - (i) établir une relation efficace de nation à nation dans la planification et la gestion de la réserve de parc national;

- (ii) aider les Innus à assumer leurs rôles et responsabilités dans la cogestion de la réserve de parc national;
- (iii) permettre aux Innus de tirer profit des possibilités économiques liées à la réserve de parc national;
- (iv) renforcer la capacité des Innus à cogérer la réserve de parc national;
- (v) contribuer au développement de collectivités innues saines, autonomes et viables en créant des possibilités économiques dans la réserve de parc national.

**Partie 3 Consultation**

- 3.1 Le Canada consultera les Innus en ce qui concerne l'ajout de la réserve à vocation de parc national à l'annexe 2 de la *Loi sur les parcs nationaux du Canada* ou l'ajout d'un parc à l'annexe 1 de la *Loi sur les parcs nationaux du Canada*.

**Partie 4 Avantages de la réserve de parc national pour les Innus**

- 4.1 Si une personne innue, physique ou morale, demande un permis d'exploitation afin d'agir comme guide dans la réserve de parc national, le directeur ne rejettera pas la demande en raison des qualifications de cette personne, si ces qualifications sont reconnues par la Nation innue, à moins que le directeur ait de bonnes raisons de refuser après avoir demandé l'avis du conseil de cogestion et consulté la Nation innue.
- 4.2 Au moment de recruter à l'externe des employés pour la réserve de parc national à Happy Valley-Goose Bay, l'Agence Parcs Canada doit privilégier les candidats innus qualifiés, sous réserve des lois et politiques applicables à l'emploi à l'Agence Parcs Canada.
- 4.3 Sous réserve de l'article 7.5, le Canada versera 1 000 000 \$ à la Nation innue pour s'acquitter des obligations qui lui incombent aux termes des articles 9.2.1 et 9.2.3 de l'ERAP.

**Partie 5 Mise en œuvre de l'entente sur les répercussions et les avantages d'un parc**

- 5.1 Sous réserve de l'article 7.5, le Canada fournira un financement continu conformément à l'entente de contribution relative à la réserve de parc national négociée entre le Canada et la Nation innue, et tout soutien, selon ce que les

Handwritten signature and initials in the bottom right corner of the page. The initials appear to be 'EP' and the signature is a cursive name.

parties conviendront, afin de permettre aux Innus d'assumer les responsabilités énoncées dans la présente entente et dans l'ERAP.

5.2

La Nation innue s'acquittera des responsabilités des Innus prévues dans l'ERAP dans les limites de la réserve de parc national, notamment :

- (a) travailler avec le Canada afin d'établir des lignes directrices à l'égard de la réserve de parc national aux fins énoncées dans l'ERAP;
- (b) consulter le Canada afin d'élaborer un plan directeur de la réserve de parc national;
- (c) former, employer et soutenir les employés innus de la réserve de parc national, y compris les gardiens innus;
- (d) donner des conseils au Canada dans le cadre de l'élaboration de plans d'application de la loi pour la réserve de parc national;
- (e) travailler avec le Canada pour que les visiteurs soient informés de l'histoire naturelle et culturelle de la réserve de parc national et des concepts innus relatifs à l'utilisation et à l'histoire du territoire;
- (f) tenir des consultations avec le Canada en ce qui concerne la désignation des points d'accès pour les visiteurs de la réserve de parc;
- (g) déterminer quelles zones de la réserve de parc national revêtent une importance particulière pour les Innus afin de les identifier et de les inclure dans le plan directeur;
- (h) donner des conseils au Canada dans le cadre de la rédaction et de l'examen d'une évaluation des risques pour les visiteurs et d'un plan de sécurité;
- (i) collaborer avec le Canada et le conseil de cogestion pour offrir des expériences aux visiteurs au moyen d'activités d'interprétation et d'expériences innues dans la réserve de parc national et les collectivités innues;
- (j) conclure les négociations avec le Canada afin d'ouvrir un bureau administratif pour la réserve de parc national;
- (k) dresser une liste d'entreprises innues en lien avec les activités et les attraits de la réserve de parc national;

Handwritten signature and initials in the bottom right corner of the page. The initials appear to be 'ER' and the signature is a cursive name.

- (l) travailler avec le Canada et le conseil de cogestion pour élaborer un glossaire des expressions et des termes en innu-aimun qui ont trait à la réserve de parc national;
- (m) participer à la promotion de la réserve de parc national lors de salons touristiques et commerciaux dans les circonstances décrites à l'article 7.5.3 de l'ERAP;
- (n) donner des conseils au Canada dans le cadre de la planification et la présentation de programmes, d'expositions et d'installations patrimoniales ayant trait à l'histoire et à la culture innues;
- (o) donner des conseils au Canada sur la dénomination en innu-aimun des lieux, de la flore, de la faune et des processus environnementaux, ainsi que sur la dénomination et le remplacement des noms des caractéristiques topographiques, dans la réserve de parc national;
- (p) travailler avec le Canada et le conseil de cogestion afin d'élaborer une stratégie en matière de ressources humaines pour la réserve de parc national;
- (q) travailler avec le Canada pour optimiser les possibilités d'emploi pour les Innus et identifier et éliminer les obstacles à l'emploi des Innus dans la réserve de parc national, et identifier les moyens par lesquels les entreprises innues peuvent optimiser leur participation aux possibilités économiques liées à la réserve de parc national;
- (r) tenir des consultations avec le Canada afin d'élaborer une stratégie de recherche pour la réserve de parc national et examiner les demandes de recherche dans la réserve de parc national;
- (s) conclure et mettre en œuvre un protocole d'entente sur l'octroi de permis, la présentation, la gestion et la conservation du matériel archéologique et culturel innu trouvé dans la réserve de parc national;
- (t) gérer le financement accordé par le Canada en vertu de la présente entente;
- (u) de façon générale, assurer la communication, la coordination et l'administration nécessaires à la mise en œuvre des responsabilités des Innus en vertu de l'ERAP.

5.3

Il sera question du financement que prévoit accorder l'Agence Parcs Canada pour permettre aux Innus de s'acquitter des responsabilités énoncées dans la présente entente et dans l'ERAP dans l'entente de contribution relative à la réserve de parc national ou dans d'autres mécanismes, à la discrétion du Canada.

- 5.4 Sous réserve de l'article 5.5, la présente entente et l'entente de contribution relative à la réserve de parc national ne compromettent pas la capacité de la Nation innue ou des Innus de :
- a) participer à tout programme destiné aux Indiens inscrits, aux autres Indiens ou aux Autochtones, ou d'en bénéficier, sur la base des critères généraux établis de temps à autre pour ce programme, tel qu'il peut s'appliquer de temps à autre;
  - b) participer à tout programme fédéral, ou d'en bénéficier, autre qu'un programme visé à l'alinéa 5.4a), ou de recevoir tout service public offert par le Canada sur la base des critères généraux établis de temps à autre pour ce programme et ce service.
- 5.5 La Nation innue et les Innus ne sont pas admissibles à participer à un programme fédéral, ou à en bénéficier, ou à recevoir un service public du Canada dans la mesure où le financement versé pour soutenir ce programme ou ce service est prévu dans la présente entente ou dans l'entente de contribution relative à la réserve de parc national.

#### **Partie 6 Conseils de cogestion**

- 6.1 Sous réserve de 6.2 et de 6.3, le conseil de cogestion est l'organisme principal qui donne des conseils au ministre et à la Nation innue sur toutes les questions liées à la gestion de la réserve de parc national et sur toute autre question relative à la réserve de parc national pour laquelle son avis est demandé.
- 6.2 Le conseil de cogestion peut collaborer avec un autre conseil de cogestion coopérative établi entre le Canada et un autre groupe autochtone ayant le droit, en vertu d'un traité, d'établir un conseil de cogestion dans la réserve de parc national sur des questions d'intérêt mutuel, et peut coordonner la prestation de conseils.
- 6.3 Dans la zone de chevauchement, si le ministre reçoit des avis contradictoires ou incompatibles de la part du conseil de cogestion et d'un autre conseil de cogestion visé à 6.2, à la demande du ministre, le conseil de cogestion et cet autre conseil collaboreront les uns avec les autres dans un effort raisonnable et de bonne foi pour concilier les conseils contradictoires ou incohérents et coordonner la fourniture de conseils de remplacement.

#### **Partie 7 Contribution en vue d'une entente définitive**

- 7.1 Sous réserve de 7.2 à 7.4, les risques encourus par les Innus et les avantages et les possibilités obtenus par les Innus ou en leur nom en vertu de la présente



entente avec le Canada seront pris en considération par les Parties dans la conclusion de l'entente définitive.

- 7.2 La Nation innue et les Innus conviennent que les fonds fournis par le Canada en vertu de 4.3 remplissent l'obligation du Canada de faire les contributions décrites à 9.2.1 et à 9.2.3 de l'ERAP.
- 7.3 Les Parties conviennent que 9.2.5 de l'ERAP est nul et sans effet.
- 7.4 La Nation innue et les Innus libèrent à jamais le Canada de toutes les poursuites, actions, réclamations, demandes, procédures, coûts ou responsabilités que la Nation innue ou les Innus ont eu, ont maintenant ou peuvent avoir à l'avenir en ce qui concerne les fonds visés à 4.3.
- 7.5 Le Canada s'engage à verser les fonds visés à 4.3 et 5.1, mais cet engagement dépend de :
- (a) l'affectation requise des fonds par le Parlement;
  - (b) les politiques, directives et processus de financement du Canada;
  - (c) la signature de tout accord de financement collatéral nécessaire décrivant la nature du financement et les conditions associées.

#### **Partie 8 Échange de renseignements**

- 8.1 Chaque Partie convient, sous réserve de toute obligation de confidentialité à l'égard de tiers, de fournir à l'autre partie les renseignements demandés par cette dernière et nécessaires à la bonne exécution de la présente entente.

#### **Partie 9 Dispositions générales**

- 9.1 Rien dans la présente entente n'entravera ou ne limitera, ou sera réputé entraver ou limiter, de quelque manière que ce soit, les droits, la compétence, l'autorité, les obligations ou les responsabilités d'une Partie ou de ses représentants.
- 9.2 Si une disposition de la présente entente exige qu'une Partie exécute une obligation dans un délai déterminé, à moins que le contexte n'exige autre chose, le temps est un facteur essentiel quant à l'exécution de cette obligation.
- 9.3 Le manquement d'une partie à faire respecter une disposition de la présente entente ne constitue pas une renonciation à la disposition et n'affecte pas le droit de cette partie de faire appliquer la disposition à une date ultérieure.
- 9.4 Chaque partie signera et fournira les autres documents et assurances nécessaires à l'exécution de la présente entente.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.



9.5 Une partie ne peut renoncer à aucune disposition de la présente entente, sauf par notification écrite à l'autre partie. Toute renonciation à une disposition :

- (a) est valable uniquement en ce qui concerne le cas spécifique auquel elle se rapporte;
- (b) ne constitue pas une renonciation permanente;
- (c) ne constitue pas une renonciation à toute autre disposition.

9.6 Des versions Innu-aimun, anglaises et françaises de la présente entente seront rédigées. La version anglaise est la version qui fait autorité.

#### **Partie 10 Autres peuples autochtones**

10.1 Si le Canada et un autre peuple autochtone, autre que les Innus ou les Inuits, conclut un traité ou une entente sur les répercussions et les avantages d'un parc applicable à la réserve de parc national, les parties se réuniront pour examiner toutes les dispositions qui touchent un sujet de la présente entente dans les quatre-vingt-dix (90) jours suivant la date d'entrée en vigueur de ce traité ou de cette entente sur les répercussions et les avantages d'un parc.

10.2 Selon l'examen effectué en vertu de 10.1, si les parties conviennent que la présente entente doit être modifiée, elles engageront des négociations de bonne foi à cette fin.

#### **Partie 11 État d'avancement de l'entente**

11.1 La présente entente :

- (a) constitue un contrat exécutoire en droit;
- (b) sera mise en œuvre conformément au principe de l'honneur de la Couronne;
- (c) n'est ni un traité ni un accord sur des revendications territoriales au sens des articles 25 et 35 de la Loi constitutionnelle de 1982;
- (d) est conclue sous réserve des positions défendues par les Parties à l'égard de droits ancestraux ou issus de traités;



- (e) ne détermine pas l'existence, la nature ou l'étendue de droits ancestraux ou issus de traités;
- (f) n'a pas d'incidence sur les droits ancestraux et issus de traités d'un peuple autochtone, ne reconnaît ni ne confère aucun droit ancestral ou issu de traités à aucun peuple autochtone, y compris les Innus;
- (g) n'a pas d'incidence sur les obligations de la Couronne envers les Innus, y compris l'obligation de consulter et de prendre des mesures d'accommodement;
- (h) n'oblige les Parties à agir d'une manière qui va à l'encontre de leurs compétences ou pouvoirs législatifs et réglementaires ou de leurs lois, coutumes et traditions;
- (i) ne cause aucun préjudice à tout arrangement ou toute entente à venir, y compris l'entente définitive, qui peut être conclu(e) entre le Canada et les Innus relativement à la création, la planification, la gestion et l'exploitation d'autres parcs ou réserves de parc.

**Partie 12 Durée et résiliation**

- 12.1 Sous réserve de 12.2 et de 12.4, la présente entente demeure en vigueur jusqu'à la date d'entrée en vigueur de l'entente définitive.
- 12.2 Une Partie peut résilier la présente entente après en avoir avisé par écrit l'autre Partie et l'entente prend fin six (6) mois après la date de remise de l'avis.
- 12.3 Nonobstant la résiliation de la présente entente, 12.2, 4.3, 7.1, 7.2, 7.3, 7.4 et 15.9 continuent de s'appliquer après la date de résiliation.
- 12.4 Advenant qu'il n'y ait pas d'entente définitive dix (10) ans après la date d'entrée en vigueur de la présente entente, les Parties se rencontreront dans les six (6) mois pour discuter du statut de la présente entente, y compris la possibilité de la renouveler ou de la remplacer.

**Partie 13 Mise en œuvre**

- 13.1 L'Agence Parcs Canada et les Innus surveilleront la mise en œuvre de la présente entente et détermineront si les objectifs de la présente entente sont atteints dans le cadre de l'assemblée annuelle requise par 13.1.1 de l'ERAP.

**Partie 14 Examen et modification**

- 14.1 Les Parties procéderont à un examen de l'efficacité de la présente entente tous les cinq (5) ans pendant lesquels la présente entente est en vigueur, à compter d'une date convenue par les Parties, mais cette date ne sera pas antérieure au cinquième (5) anniversaire de la date d'entrée en vigueur de la présente entente.
- 14.2 Une Partie peut proposer une modification dans le cadre de l'examen visé à 14.1 ou à tout moment.
- 14.3 Les Parties peuvent modifier par écrit la présente entente.
- 14.4 Une modification à la présente entente prend effet à la date précisée dans la modification ou à une date convenue par les Parties.

**Partie 15 Règlement des différends**

- 15.1 La présente partie s'applique aux différends entre les parties concernant l'interprétation de la présente entente ou un manquement ou un manquement anticipé à la présente entente.
- 15.2 Un différend concernant une modification proposée à la présente entente n'est pas assujéti au règlement des différends en vertu de la présente partie.
- 15.3 Une Partie peut demander la tenue de négociations pour résoudre un différend visé à 15.1 en donnant un avis écrit et les détails du différend à l'autre partie.
- 15.4 Dans les soixante (60) jours suivant la communication de l'avis prévu à 15.3, les Parties se réuniront pour tenter de négocier un règlement de bonne foi.
- 15.5 Au cours des négociations menées en vertu de 15.4, les Parties peuvent convenir de solliciter les points de vue du conseil de gestion ou l'aide d'un médiateur pour résoudre le différend.
- 15.6 Les Parties renverront à l'arbitrage en vertu de 15.9 les différends entre les Parties qui n'ont pas été résolus en vertu de 15.4 ou 15.5 dans les trente (30) jours au plus tard après la conclusion des négociations ou de la médiation, selon la dernière de ces éventualités.
- 15.7 Un arbitre ne tiendra pas compte de la validité de la présente entente ni ne modifiera, ne modifiera, ne supprimera ou ne substituera aucune disposition de la présente entente de quelque manière que ce soit.
- 15.8 Les différends liés au financement en cours fourni en vertu de 5.1 seront traités dans l'Entente de contribution nationale relative à la réserve de parc.



- 15.9 Sous réserve de 15.7 et 15.10, l'arbitrage à l'égard d'un différend découlant de la présente entente sera mené conformément à la *Loi sur l'arbitrage commercial* (Canada).
- 15.10 À moins que l'arbitre n'en décide autrement, les Parties assumeront chacune leurs propres frais et paieront en parts égales tous les autres coûts de l'arbitrage en vertu de 15.9.
- 15.11 Toute référence à un tribunal renvoie à la Cour fédérale du Canada.

**Partie 16 Entrée en vigueur**

- 16.1 La présente entente peut êtreignée en plusieurs exemplaires.
- 16.2 Chaque exemplaire :
- (a) peut être remis en personne, ou transmis par service de messagerie ou par courriel.
  - (b) constitue un original.
- 16.3 L'ensemble des exemplaires constitue un seul et même document.
- 16.4 La présente entente entre en vigueur à la date ou la dernière Partie la signe.

**Partie 17 Déclaration et attestation**

- 17.1 Les signataires sont dûment autorisés à représenter leur Partie respective.

**Partie 18 Application**

- 18.1 La présente entente s'applique en faveur de chacune des Parties et de leurs successeurs et ayants droit, et a pour eux force exécutoire.

**Partie 19 Avis**

- 19.1 Sauf si la présente entente en dispose autrement, ou si les Parties en conviennent autrement, tous les avis et toutes les autres communications pouvant ou devant être signifiés en application de la présente entente le sont par écrit et sont envoyés par la poste ou par service de messagerie aux personnes et aux adresses suivantes :

**Pour la Nation innue**

Grand chef de la Nation innue



Nation innue  
C. P. 119  
Sheshatshiu  
(T-N-L) A0P 1M0

**Pour le Canada**

Agence Parcs Canada

Directeur

Unité de gestion de l'Ouest de Terre-Neuve  
et du Labrador Agence Parcs  
Canada

a/s du parc national du Gros-Morne

C.P. 130

Rocky Harbour (T-N-L) A0K 4N0

et

Ministre des Relations Couronne-  
Autochtones

Relations Couronne-Autochtones et Affaires  
du Nord Canada

10, rue Wellington, 21<sup>a</sup> étage

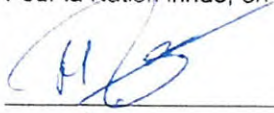
Gatineau, QC K1A 0H4

- 19.2 L'une ou l'autre des Parties peut, en avisant l'autre Partie par écrit, modifier son adresse ou le représentant à qui adresser les avis et autres communications.
- 19.3 Les Parties peuvent convenir de donner un avis ou d'échanger des communications par voie électronique.

A handwritten signature in black ink, appearing to be 'C. P. 119' or similar, located in the bottom right corner of the page.

**Partie 20 Signatures**

Pour la Nation innue, en son nom :

  
\_\_\_\_\_

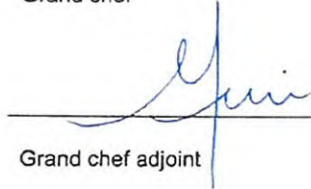
Témoin

  
\_\_\_\_\_

Témoin

  
\_\_\_\_\_

Grand chef

  
\_\_\_\_\_

Grand chef adjoint

Pour Sa Majesté la Reine du chef du Canada :

 05 AOUT 2021  
\_\_\_\_\_

Témoin

*Sarah Labelle*  
\_\_\_\_\_

Témoin

  
\_\_\_\_\_

Ministre d'Environnement et Changement  
climatique Canada

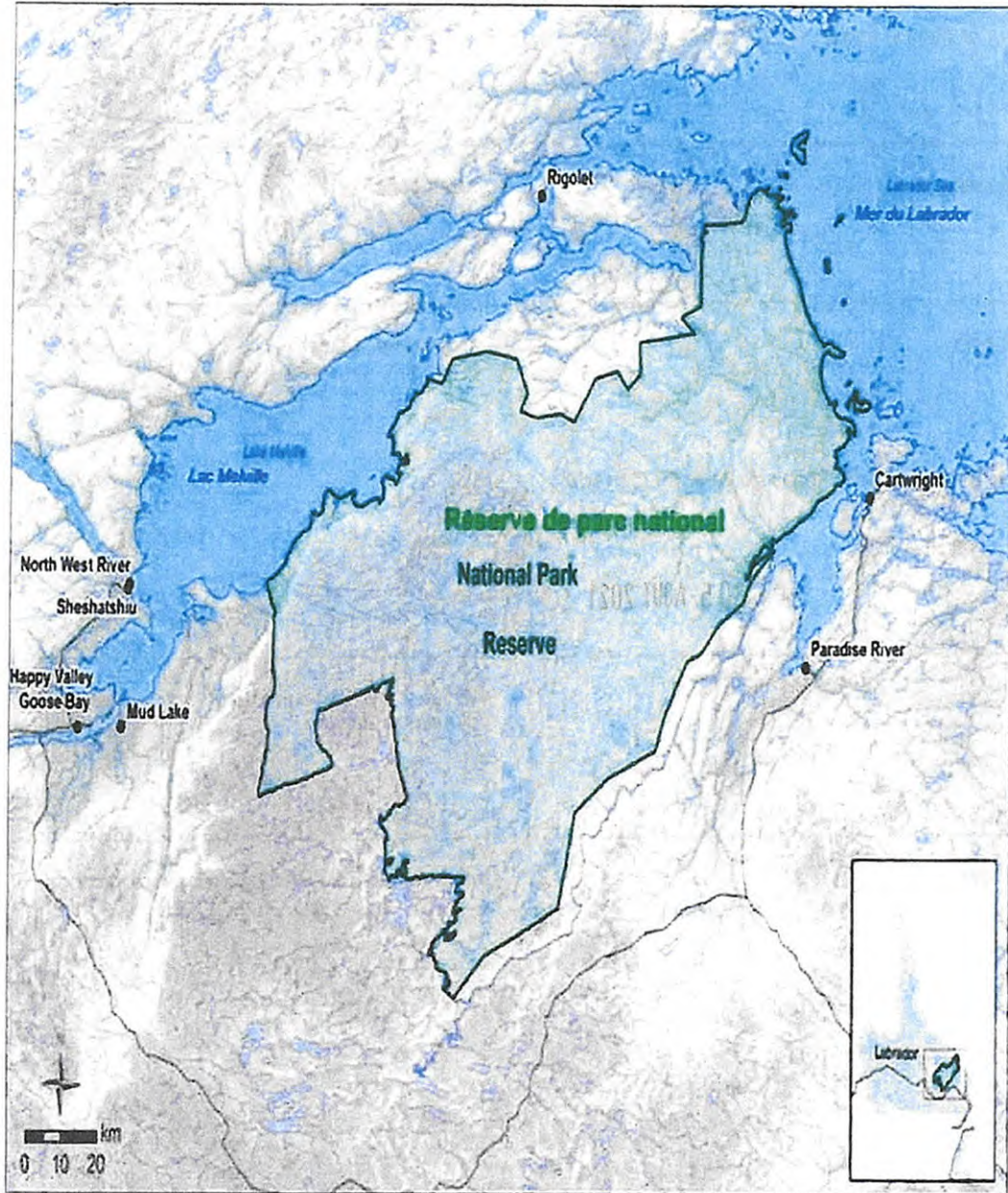
  
\_\_\_\_\_

Ministre des Relations Couronne-Autochtones

05 AOUT 2021


RÉSERVE DE PARC NATIONAL AKAMI-UAPISHKU – KAKKASUAK –  
MONTS MEALY



*ER*  
*[Signature]*

Tab 5





Government  
of Canada

Gouvernement  
du Canada

[Canada.ca](#) › [Fisheries and Oceans Canada](#)

# Incremental Treaty Agreements reached between Government of Canada and Innu Nation of Labrador

From: [Fisheries and Oceans Canada](#)

## News release

August 12, 2021

**Ottawa, Ontario** - The Government of Canada is committed to a renewed relationship with Indigenous Peoples based on the recognition of rights, respect, cooperation and partnership. Building on this commitment, Etienne Rich, Grand Chief of the Innu Nation of Labrador, and the Minister of Fisheries, Oceans and the Canadian Coast Guard, the Honourable Bernadette Jordan, as well as the Minister of Environment and Climate Change and Minister responsible for Parks Canada, the Honourable Jonathan Wilkinson, and the Minister of Crown-Indigenous Relations, the Honourable Carolyn Bennett, announced today that the Government of Canada and the Innu Nation of Labrador have signed two Incremental Treaty Agreements.

These particular Agreements with the Innu Nation are the first of their kind in Canada and will advance the implementation of treaty-related rights and benefits, as a way to build Innu capacity and self-determination.

The Agreement with Fisheries and Oceans Canada will increase the Innu Nation's ability to participate in commercial fisheries – enhancing economic wellbeing and helping close the socioeconomic gap between Innu Nation and non-Indigenous Canadians.

The Agreement between the Innu Nation and Parks Canada will increase opportunities for Innu businesses related to Akami-Uapishk<sup>u</sup>-KakKasuak-Mealy Mountains National Park Reserve, as well as support the Innu to play a central role in the cooperative management and operation of the National Park Reserve, including shared stewardship of its natural and cultural heritage.

These agreements also build on a nation-to-nation relationship, and seek to both maintain and improve the long-term health of ecosystems, as well as the foundation of Innu culture and way of life on Nutshimit (the land), through collaborative conservation, protection and resource stewardship of local fisheries and the National Park Reserve.

## Quotes

“On behalf of Innu Nation, I am very pleased that we have made progress on our ongoing Treaty negotiations. These Incremental Treaty Agreements are positive and signify important contributions to reconciliation by enabling Innu to assume our rightful place as a full participant in the commercial fishery and by supporting the central role of Innu in the planning, management and operation of Akami-Uapishk<sup>u</sup>-KakKasuak-Mealy Mountains National Park Reserve.”

Grand Chief Etienne Rich, Innu Nation of Labrador

“Coastal Indigenous peoples were the first stewards of the oceans, and they should be full participants in the Blue Economy of today. With this agreement, Canada and the Innu Nation take an important step forward together—one that will enable their community members to support their families through commercial fishing. Our nations will continue to share knowledge and research to achieve our common goal of a sustainable, productive fishery.”

The Honourable Bernadette Jordan, Minister of Fisheries, Oceans and the Canadian Coast Guard

“The Government of Canada recognizes that the Akami-Uapishk<sup>u</sup>-KakKasuak-Mealy Mountains National Park Reserve is an integral part of Nitassinan, the Innu homeland, and forms a vital cultural, historic and natural part of the heritage of the Innu. This Agreement furthers our mutual goals of protecting the stunning beauty of the national park reserve as well as the Innu’s cultural ties to the land and water and showcasing these to visitors from Canada and around the world.”

The Honourable Jonathan Wilkinson, Minister of Environment and Climate Change and Minister responsible for Parks Canada

“Supporting the Innu Nation of Labrador in working to fulfill their vision of self-determination is part of our shared path of reconciliation. The Incremental Treaty Agreements signed today are major achievements that demonstrate our commitment to advancing reconciliation through respectful, constructive dialogue.”

The Honourable Carolyn Bennett, Minister of Crown-Indigenous Relations

## Quick facts

- There are approximately 3,000 Innu individuals who are members of the two reserve communities of Sheshatshiu and Natuashish, in Labrador. They claim Aboriginal rights and title throughout a large area of Labrador.
- An Incremental Treaty Agreement is a legally binding pre-treaty agreement intended to address section 35 of the *Constitution Act, 1982* Aboriginal rights by implementing certain treaty elements.
- The Agreement with Fisheries and Oceans Canada includes three components: support for commercial fisheries access, establishing a collaborative fisheries management regime, and ongoing financial resources to implement the Agreement and support managing Innu fisheries in Labrador.
- The Innu Nation holds three multi-species inshore enterprises and one midshore enterprise with allocations of groundfish and shrimp. Currently, the primary fishery focus for the Innu Nation is Greenland halibut.

- Akami-Uapishk<sup>u</sup>-KakKasuak-Mealy Mountains National Park Reserve is a landscape of mountain tundra, marine coasts, boreal forests, islands and rivers and is home to numerous boreal species. The Innu hold this region as a sacred and important place, where the spiritual, ecological, and practical foundations of the Innu way of life were borne, nurtured, and upheld. The Agreement with the Innu Nation and Parks Canada will protect Innu homeland, and support the continued protection of the cultural, historic and natural part of the heritage of Innu.

## Contacts

Olivia McMackin

Press Secretary

Office of the Minister of Fisheries, Oceans and the Canadian Coast Guard

343-571-9193

[Olivia.McMackin@dfo-mpo.gc.ca](mailto:Olivia.McMackin@dfo-mpo.gc.ca)

Media Relations

Fisheries and Oceans Canada

613-990-7537

[Media.xncr@dfo-mpo.gc.ca](mailto:Media.xncr@dfo-mpo.gc.ca)

Joanna Sivasankaran

Press Secretary

Office of the Minister of Environment and Climate Change

819-790-1907

[Joanna.sivasankaran@ec.gc.ca](mailto:Joanna.sivasankaran@ec.gc.ca)

Media Relations

Parks Canada Agency

855-862-1812

[pc.medias-media.pc@canada.ca](mailto:pc.medias-media.pc@canada.ca)

Ani Dergalstanian

Press Secretary and Communications Advisor

Office of the Honourable Carolyn Bennett

Minister of Crown-Indigenous Relations

819-997-0002

Media Relations

Crown-Indigenous Relations and Northern Affairs Canada

819-934-2302

[RCAANC.media.CIRNAC@canada.ca](mailto:RCAANC.media.CIRNAC@canada.ca)

Donna Paddon

Innu Nation

709-899-5799

[donna.paddon@kashkuan.ca](mailto:donna.paddon@kashkuan.ca)

Search for related information by keyword: [NE Nature and Environment](#) | [Fisheries and Oceans Canada](#) | [Canadian Coast Guard](#) | [Atlantic](#) | [Treaties, laws and regulations](#) | [Commercial fishing](#) | [general public](#) | [news releases](#) | [Hon. Jonathan Wilkinson](#)

**Date modified:**

2021-08-12

Tab 6



November 6, 2023

## **An Open Letter from Inuit Tapiriit Kanatami to Alert Canadians to False Claims to Inuit Identity**

This letter is intended to draw attention to efforts by the NunatuKavut Community Council (NCC) to engage federal leaders, academic institutions, and Canadians in an attempt to advance its illegitimate claims to Inuit rights and status. NCC seeks to secure the lands and rights of legitimate Indigenous peoples and to further misappropriate the already limited resources that are intended to benefit Inuit, First Nations, and Métis.

NCC is not an Inuit rights-holding organization, and the organization has no affiliation with the four Inuit Treaty Organizations that collectively represent all Inuit in Canada.

In recent years, Canadians have been confronted with a tidal wave of false claims to Indigenous identity. These cases take advantage of the uncertainty many Canadians have surrounding Indigenous identity. Fraudulent claimants often change their stories over time and use aggressive measures to silence those who question them.

Before 2010, NCC called itself the Labrador Métis Nation, and its members, including president Todd Russell, identified as Métis. During the period when this group called themselves Métis, the Métis National Council did not recognize the Labrador Métis Nation and did not include them in their governance.

NCC is a shape-shifting non-Indigenous organization that is part of the alarming trend of non-Indigenous people and groups co-opting Indigenous identities, cultures, and experiences to secure financial resources and rights.

Inuit are one people, and we share a common history, language, culture and way of life. We are bound to each other through this commonality and through our kinship and family ties. Inuit know who we are and where our people are in Canada and throughout the circumpolar world.

ITK has served as the national Inuit representative organization for more than half a century. We serve and are directed by Inuit, through the four Inuit Treaty Organizations that form the ITK Board of Directors.

...2



Inuit-Crown treaties recognize and affirm the rights of Inuit under section 35 of the Constitution of Canada. This affirmation came after decades of negotiations and legal battles and culminated in the negotiation of Inuit-Crown treaties.

These Treaties, which are negotiated agreements between the four Inuit Treaty Organizations and the Crown, include extensive and detailed provisions regarding membership and citizenship in Inuit Treaty Organizations – provisions that the Crown required and agreed to in order to have certainty with respect to who Inuit are.

Inuit Treaty Organizations co-developed the federal [Inuit Nunangat Policy](#) with the Government of Canada. This Policy is premised on the recognition of Inuit inherent rights and treaty rights and defines Inuit as members of the [Inuvialuit Regional Corporation](#), [Nunavut Tunngavik Incorporated](#), [Makivvik](#), and the [Nunatsiavut Government](#).

The solution to the alarming threat posed by false claims to Inuit identity is for federal departments to actively implement the Inuit Nunangat Policy by ensuring that only Inuit Treaty Organizations and their members are eligible to access federal programs, policies and initiatives that are intended to benefit Inuit.

Academic and other institutions should follow suit by adopting formal eligibility policies that cohere with this definition of Inuit, the basis of which must be the official identity documents provided by Inuit Treaty Organizations to prevent non-Inuit from exploiting opportunities reserved for Inuit.

Those who falsely align themselves with a recognized Indigenous people to secure resources, rights and status are practicing a perverse form of colonial racism that not only harms Inuit by diverting badly needed resources away from our people but may, in certain circumstances, amount to criminal fraud. The federal government must stop enabling this morally reprehensible and possibly criminal behaviour.

Federal and other government leaders need to show leadership and prevent the erosion of Indigenous rights and status by rebuffing NCC and other fraudulent organizations that are seeking to exploit Inuit, undermine carefully negotiated and hard-fought Inuit-Crown treaties, as well as the rights of other Indigenous peoples. The future of our rights and our cultural survival depend on it.

For more information, please visit [www.itk.ca/open-letter-false-claims-to-inuit-identity](http://www.itk.ca/open-letter-false-claims-to-inuit-identity).

Nakummek,



Natan Obed, President

*Inuit Tapiriit Kanatami (ITK) is the national representative organization for Inuit in Canada, the majority of whom live in Inuit Nunangat, the Inuit homeland encompassing 51 communities across the Inuvialuit Settlement Region (Northwest Territories), Nunavut, Nunavik (Quebec), and Nunatsiavut (Labrador). Inuit Nunangat makes up nearly 40 percent of Canada's land area and more than 72 percent of its coastline.*

