

## Chapter 9: National Parks and Protected Areas

### Part 9.1 Torngat Mountains National Park Reserve

- 9.1.1 The area set out in the Map Atlas (shown for illustrative purposes only in schedule 9-A) and described in appendix D-2 shall become a National Park Reserve, to be called the Torngat Mountains National Park Reserve of Canada, on the Effective Date.
- 9.1.2 Subject to the *Canada National Parks Act*, Canada undertakes to:
- (a) establish the Torngat Mountains National Park Reserve of Canada as a National Park, to be called the Torngat Mountains National Park of Canada; and
  - (b) Consult the Nunatsiavut Government with respect to the establishment of the Torngat Mountains National Park Reserve of Canada as a National Park.
- 9.1.3 Canada shall conduct a process of public consultation in the Labrador Inuit Settlement Area before substantially redrawing the boundaries of the Torngat Mountains National Park of Canada or the Torngat Mountains National Park Reserve of Canada.
- 9.1.4 Parts 9.2 and 9.3, other than sections 9.2.1, 9.2.3 and 9.2.4, apply to this part.

### Part 9.2 National Parks and National Park Reserves

- 9.2.1 Prior to entering into any agreement for purposes of establishing a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, Canada and the Province shall Consult the Nunatsiavut Government about the proposed agreement.
- 9.2.2 Prior to the establishment or substantial enlargement of a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area, Canada and the Nunatsiavut Government shall negotiate a park impacts and benefits agreement that:
- (a) shall address any matter connected with the proposed National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve or any proposed substantial enlargement of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit; and

- (b) may include provisions related to:
- (i) the participation of Inuit in the management of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve through a co-operative management board;
  - (ii) Mitigation of potential negative impacts of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve on Inuit;
  - (iii) the use of Inuit camps, cabins and travel routes for the exercise of the Harvesting rights of Inuit in the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;
  - (iv) hiring of qualified Inuit in connection with the establishment, operation and maintenance of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;
  - (v) any opportunities for Inuit Businesses associated with the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, including guiding and tourism;
  - (vi) archaeology and access to and display of Archaeological Materials in the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, but no such provisions may relieve Canada of its obligations under part 9.3;
  - (vii) Harvesting by Inuit in the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;
  - (viii) technology to extract Carving Stone, the amount of Carving Stone that may be extracted, physical access for purposes of extracting Carving Stone, and the protection of the Environment and the integrity of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in relation to the extraction of Carving Stone; and
  - (ix) any other matters that Canada and the Nunatsiavut Government consider to be relevant to the needs of Inuit and the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve.

- 9.2.3 If Canada and the Nunatsiavut Government have not concluded an agreement referred to in section 9.2.2 within 18 months from the conclusion of an agreement between Canada and the Province providing for the transfer to Canada of administration and control of the area necessary for the establishment of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, or any other time agreed to by Canada and the Nunatsiavut Government, they shall select a conciliator who shall submit a report to Canada and the Nunatsiavut Government for consideration. If Canada and the Nunatsiavut Government cannot agree following conciliation, each of them shall, within 60 clear days from receipt of the conciliator's report, submit a report to the Minister for the Minister's consideration and decision on the terms of the agreement.
- 9.2.4 If an agreement between Canada and the Province referred to in section 9.2.3 is not necessary with respect to the establishment of a National Marine Conservation Area or National Marine Conservation Area Reserve and if Canada and the Nunatsiavut Government have not concluded an agreement referred to in section 9.2.2 within 18 months from the commencement of negotiations for that purpose, or any other time agreed to by them, they shall select a conciliator who shall submit a report to them for consideration. If Canada and the Nunatsiavut Government cannot agree following conciliation, each party shall, within 60 clear days from receipt of the conciliator's report, submit a report to the Minister for the Minister's consideration and decision on the terms of the agreement.
- 9.2.5 A Park Impacts and Benefits Agreement:
- (a) shall not form part of the Agreement; and
  - (b) is not intended to be a treaty or land claims agreement 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*.
- 9.2.6 Any provision respecting archaeology in a Park Impacts and Benefits Agreement shall be consistent with the regime applicable to land under the control and administration of Canada under chapter 15.
- 9.2.7 Notwithstanding section 9.2.2, where a Park Impacts and Benefits Agreement has been negotiated in respect of a National Park Reserve or National Marine Conservation Area Reserve, no additional Park Impacts and Benefits Agreement shall be required solely by virtue of the National Park Reserve or National Marine Conservation Area Reserve being designated a National Park or National Marine Conservation Area.
- 9.2.8 Except as provided in a Park Impacts and Benefits Agreement or in section 9.2.11 or 9.2.13, the establishment of a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area shall not affect Inuit rights under the Agreement unless otherwise specifically provided in the Agreement.

- 9.2.9 If there is a Conflict between an Inuit Law and a federal Law of General Application relating to a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, the federal Law of General Application prevails to the extent of the Conflict.
- 9.2.10 Any co-operative management board for a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve shall be an advisory board. The Minister may accept or reject the advice of the co-operative management board.
- 9.2.11 There shall be no Commercial Wildlife Operations, commercial fishing, or commercial Harvesting of Plants or Aquatic Plants in National Parks or National Park Reserves in the Labrador Inuit Settlement Area, except for the trapping of Furbearers by Inuit in accordance with chapter 12 and non-consumptive commercial activities in relation to Wildlife and Fish.
- 9.2.12 Except as provided in section 4.6.9 and except for quarrying of Quarry Material that may be required for construction necessary for, or related to, a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, exploration for and development of Subsurface Resources shall not be permitted in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area.
- 9.2.13 Inuit shall not extract Carving Stone in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area with power tools or explosives unless a permit to do so has been issued by the Minister. A permit shall not be denied unless the Minister has reason to believe that the use of power tools or explosives for the extraction of Carving Stone would be a hazard to public safety or would impair the ecological integrity of the National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve.
- 9.2.14 Where Canada intends to contract for the establishment, operation or maintenance of facilities in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area, Canada shall:
- (a) give fair consideration to qualified Inuit contractors; and
  - (b) ensure that all contractors give fair consideration to qualified Inuit contractors.
- 9.2.15 Section 9.2.14 shall not restrict the provisions of a Park Impacts and Benefits Agreement in relation to a proposed National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area that deal with economic benefits for Inuit.

**Part 9.3 Archaeological Activities in National Parks and National Park Reserves**

9.3.1 Canada shall Consult the Province and the Nunatsiavut Government before:

- (a) carrying out, permitting or authorizing an Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area;
- (b) cancelling any permit or authorization in relation to an Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area; or
- (c) altering the terms or conditions of any permit or authorization in relation to an Archaeological Activity in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area.

9.3.2 If Consultation under section 9.3.1 is not practicable because of an emergency, Canada shall, as soon as practicable after taking an action referred to in subsection 9.3.1(a), 9.3.1(b) or 9.3.1(c), notify the Province and the Nunatsiavut Government of, and provide the reasons for, its action. For purposes of this section an emergency shall be deemed to exist if:

- (a) a Person is wilfully ignoring the terms of Legislation or a permit in respect of an Archaeological Activity, Archaeological Material or an Archaeological Site; or
- (b) Archaeological Material or an Archaeological Site is in imminent danger of being destroyed or of being disturbed contrary to the terms of Legislation or a permit.

9.3.3 Canada shall provide the Province and the Nunatsiavut Government the following information relative to any National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve in the Labrador Inuit Settlement Area:

- (a) copies of all reports, forms and records received from a Permit Holder as defined in chapter 15;
- (b) Archaeological Site record forms for all known Archaeological Sites; and
- (c) Archaeological Site inventory maps showing the locations of all known Archaeological Sites.

**Part 9.4 Protected Areas**

- 9.4.1 The establishment of Protected Areas in the Labrador Inuit Settlement Area is subject to chapters 10 and 11.
- 9.4.2 Except as provided in a Protected Area Agreement or in section 9.4.18, nothing in this part affects the rights of Inuit or the Nunatsiavut Government under the Agreement.
- 9.4.3 A Protected Area established in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be established under Laws of General Application, subject to the Agreement.
- 9.4.4 Subject to section 9.4.5, Protected Areas in Labrador Inuit Lands shall be established by the Nunatsiavut Government, which may make laws in relation to the establishment, use and operation of Protected Areas in Labrador Inuit Lands.
- 9.4.5 Nothing in section 9.4.4 confers jurisdiction on the Nunatsiavut Government to make laws in relation to the establishment, use or operation of a Protected Area under federal or Provincial Legislation.
- 9.4.6 No Protected Area may be established under federal or Provincial Legislation in Labrador Inuit Lands until an agreement with respect to the Protected Area has been concluded between the Nunatsiavut Government and Canada or the Province, as the case may be, but an agreement under this section:
- (a) shall not form part of the Agreement; and
  - (b) is not intended to be a treaty or land claims agreement 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*.
- 9.4.7 Nothing in section 9.4.6 or 9.4.9 is intended to affect, or shall be construed so as to affect, part 4.18.
- 9.4.8 If there is a Conflict between an Inuit Law under section 9.4.4 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict.
- 9.4.9 Notwithstanding anything in the Agreement, if there is a Conflict between an Inuit Law and federal or Provincial Legislation in relation to critical habitat of species at risk, the federal or Provincial Legislation prevails to the extent of the Conflict.
- 9.4.10 Canada or the Province, as the case may be, shall Consult the Nunatsiavut Government before it:
- (a) establishes a Protected Area,
  - (b) discontinues a Protected Area,

- (c) changes the level or scope of protection in a Protected Area, or
  - (d) redraws the boundaries of a Protected Area,
- in the Labrador Inuit Settlement Area.
- 9.4.11 The Nunatsiavut Government shall Consult the Province and Canada before establishing a Protected Area, discontinuing a Protected Area, redrawing the boundaries of a Protected Area or changing the level or scope of protection in a Protected Area in Labrador Inuit Lands.
- 9.4.12 If, following the Consultation referred to in section 9.4.10, the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or make a substantial change in the level or scope of protection in a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, the Minister shall, subject to sections 9.4.16, 9.4.17 and 9.4.18, negotiate with the Nunatsiavut Government for purposes of concluding an agreement with respect to the Protected Area.
- 9.4.13 A Protected Area Agreement shall address all matters relevant to the establishment, development and operation of a Protected Area and any matter connected with the Protected Area that might have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit and shall include provisions related to:
- (a) steps that will be taken by the relevant Parties in the establishment of the Protected Area;
  - (b) management of the Protected Area;
  - (c) Mitigation of potential negative impacts of the Protected Area on Inuit;
  - (d) the use of Inuit camps, cabins and travel routes for the exercise of Harvesting rights of Inuit in the Protected Area;
  - (e) hiring of qualified Inuit in connection with the establishment, development and operation of the Protected Area;
  - (f) archaeology;
  - (g) any opportunities for Inuit Businesses associated with the Protected Area including guiding and tourism; and
  - (h) Harvesting by Inuit.
- 9.4.14 A Protected Area Agreement:
- (a) shall not form part of the Agreement; and

- (b) is not intended to be a treaty or land claims agreement 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*.

9.4.15 A Protected Area Agreement shall be consistent with chapter 15.

9.4.16 If the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or make a substantial change in the level or scope of protection in a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands under section 9.4.12 for the purposes of Conservation, as defined in chapter 12 or 13, and a Protected Area Agreement has not been concluded with the Nunatsiavut Government within 120 clear days from the commencement of negotiations, the Minister may establish the Protected Area without first concluding a Protected Area Agreement and any matter in dispute may be referred by the Nunatsiavut Government to arbitration under chapter 21.

9.4.17 If the Minister intends to establish a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or make a substantial change in the level or scope of protection in a Protected Area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands under section 9.4.12 for any purpose other than for purposes of Conservation, as defined in chapter 12 or 13, and a Protected Area Agreement has not been concluded with the Nunatsiavut Government within 120 clear days from the commencement of negotiations, any matter in dispute may be referred to arbitration under chapter 21.

9.4.18 An emergency reserve may be established under the *Wilderness and Ecological Reserves Act* in an endangered area in the Labrador Inuit Settlement Area outside Labrador Inuit Lands prior to the commencement of negotiations for purposes of concluding a Protected Area Agreement with respect to such Protected Area but:

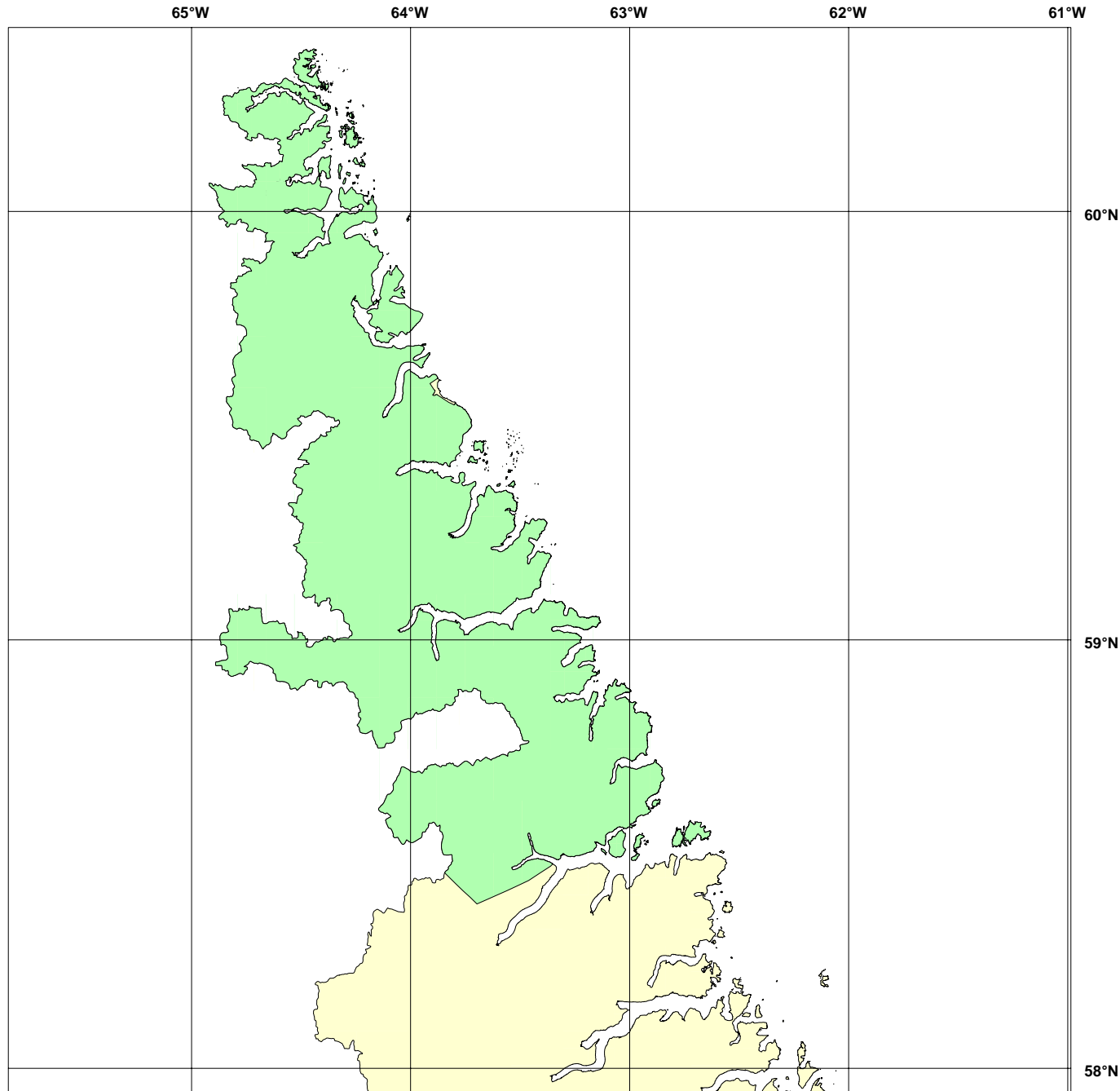
- (a) negotiation of a Protected Area Agreement in respect of such Protected Area must be commenced within 90 clear days from the date of the Legislation or order establishing the emergency reserve;
- (b) if a Protected Area Agreement has not been concluded with the Nunatsiavut Government within 120 clear days from the commencement of negotiations, any matter in dispute may be referred to arbitration under chapter 21;
- (c) subject to sections 9.4.16 and 9.4.17, an emergency reserve shall not be established as a reserve under the *Wilderness and Ecological Reserves Act* until a Protected Area Agreement has been concluded with the Nunatsiavut Government; and
- (d) if the emergency reserve is not established as a reserve within two years from the date of the Legislation or order establishing the emergency reserve, the emergency reserve shall cease to exist as a Protected Area.



For purposes of this section an “endangered area” is an area that has been found suitable for the establishment in it of a reserve and in the opinion of the Minister is in danger, because of some imminent activity, action or event, of becoming an area that would not be suitable for the establishment in it of a reserve.

9.4.19 In addition to any other rights of access and use enjoyed by Inuit under the Agreement or a Protected Area Agreement, Inuit shall have a right of entry at no cost into Protected Areas in the Labrador Inuit Settlement Area, but nothing in this section creates a right to free use of facilities for which user fees are charged in a Protected Area.

9.4.20 Any Government publication informing the public about Protected Areas in the Labrador Inuit Settlement Area must be made available in Inuktitut.




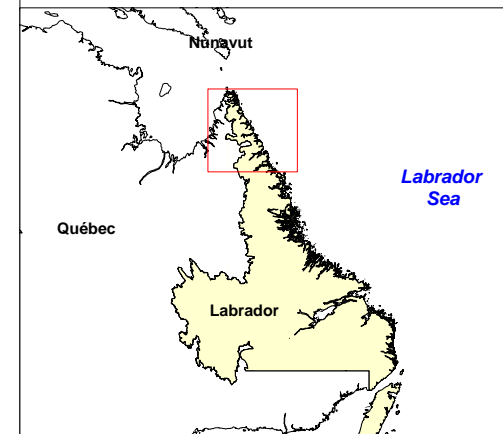
# Labrador Inuit Land Claims Agreement

## Schedule 9-A Torngat Mountains National Park Reserve of Canada (section 9.1.1)

This is not an authoritative map of the Torngat Mountains National Park Reserve of Canada and has been prepared for illustrative purposes only. The authoritative maps of the Torngat Mountains National Park Reserve of Canada are contained in the Map Atlas.

### legend

 Torngat Mountains National Park Reserve of Canada



scale  
1 : 1,600,000

