

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF NATIONAL DEFENCE
AND
PARKS CANADA AGENCY
CONCERNING
DND USE OF CERTAIN SITES WITHIN QUTTINIRPAAQ NATIONAL
PARK OF CANADA
(Formerly Ellesmere Island National Park Reserve)

1. INTRODUCTION

- 1.1 The Reserve for a National Park on Ellesmere Island became Quttinirpaaq National Park (the Park) by the assent of the *Canada National Parks Act* on October 20, 2000. The Parks Canada Agency (Parks Canada) established the Park to protect for all time, a natural area of Canadian significance and to encourage public understanding and enjoyment of that area while leaving it unimpaired for future generations. The Park will include Ward Hunt Island, for which the Parks Canada Agency currently has administration and control. The description of the national park in the Canada National Parks Act will be amended, through Order-in-Council, to include the island.
- 1.3 The Department of National Defence (DND) has a requirement to access and use certain sites within the Park for national defence purposes.
- 1.4 Therefore, DND and Parks Canada, hereinafter referred to as the "Participants", enter into this Memorandum of Understanding (MOU) to set out the arrangements that will pertain to the access and use of such sites.
- 1.5 This MOU replaces the Memorandum of Understanding between the Department of National Defence and the Department of the Environment Concerning Certain Sites within Ellesmere Island National Park Reserve dated 19 September 1986, as revised by the Memorandum of Understanding dated 26 August, 1992.

2. OBJECTIVES AND SCOPE

- 2.1 The objective of this MOU is to:
 - 2.1.1 Identify specific sites for use by DND and to make provision for the use of other areas within the Park by DND.
 - 2.1.2 Indicate the activities that DND may carry out at these sites.
 - 2.1.3 Specify the provisions that will apply to the activities that DND may undertake at the sites.

3. RESPONSIBILITIES

- 3.1 **Parks Canada** will permit DND to:
 - 3.1.1 Use the camp on the north shore of Lake Hazen within the Park, commonly referred to as the "DRB Camp," and also known as the "Lake Hazen Warden Station," for use as necessary by work crews engaged in activities related to maintaining communications links in the area, and for temporary storage of materials required for such work. DND will consult with the Field Unit Superintendent, or designate, when work crews must enter the Park.

- 3.1.2 Use the Tanquary Fiord Warden Station within the Park, on the same basis as described in Section 1 above.
- 3.1.3 Have access to sites IDA (8135N 6923W), and Victor (8121N 7428W) within the Park for maintenance purposes and for the storage of related supplies and materials. These sites containing sensitive equipment will be out of bounds to visitors to the Park.
- 3.1.4 Use the Stuckberry Point site (GPS 8255.67N 6641.34W or 8300N 6644W from the 1:250,000 scale map I20 F-G, Edition 1 ASE, Series A 501) within the Park for the installation and maintenance of equipment. The site will be out of bounds to visitors to the Park.
- 3.1.5 Use areas of Ward Hunt Ice Shelf and areas of the North Shore of the Park, which may be required for national defence purposes. Should this occur, these areas will be restricted from use by visitors to the Park. The location and extent of these areas will be established by mutual written consent of both Participants. Such consent will include area coordinates and the date and times that the restrictions will be in force.
- 3.1.6 Carry out adventure training exercises, such as hiking, for small groups of 10 or less persons within the Park, subject to the *Canada National Parks Act and Regulations* and subject to the prior verbal or written approval by the Field Unit Superintendent. DND will not be charged any fees for park access or use during these exercises.

3.2 **DND** will:

- 3.2.1 Notify the Field Unit Superintendent, under normal circumstances, 90 days in advance of its proposed schedule of activities within the Park and will seek consent for the activities. This schedule will include an indication of the nature, timing, and duration of the proposed activities. The Field Unit Superintendent will acknowledge receipt of notice of the schedule and will advise DND of any special environmental, visitor, or other Park circumstances, and of any special precautions that may be necessary.
- 3.2.2 Carry out the visits in accordance with the schedule provided, and will ensure that visited sites are left in an orderly state, especially with respect to disposal of waste material and to use of the land in general. The Field Unit Superintendent, or designate, may monitor such visits by physical presence either during the visit or by subsequent follow-up inspection visits after DND has left the site. Any site clean-up or other requirements identified as a result of the Field Unit Superintendent's inspection will be communicated to DND.

- 3.2.3 In carrying out its activities within the Park, abide by the *Canada National Parks Act and Regulations* and all Parks Canada Directives. The Field Unit Superintendent will provide any advice and assistance required in this regard.
- 3.2.4 Abide by Park regulations and Directives pertaining to wildlife and fish harvesting and will comply with the *Canadian Environmental Assessment Act*.
- 3.2.5 Take no natural or cultural objects from the Park, except under permit.

4. USE OF AIRCRAFT

- 4.1 Aircraft landings within the Park will be permitted, pursuant to this MOU and to concurrence between the Field Unit Superintendent and the Commander Northern Region Headquarters, DND.
- 4.2 Each year, under the authority of the *Canada National Parks Act and Regulations*, the Field Unit Superintendent will issue an Aircraft Access Permit for Quttinirpaaq National Park to DND. DND will be required to abide by the conditions of the Aircraft Access Permit.
- 4.3 Deliberate harassment or disturbance of wildlife by aircraft is expressly forbidden within the Park.
- 4.4 Flights over the Park will be subject to air regulations issued by the Ministry of Transport.
- 4.5 DND will, wherever possible, schedule its aircraft activity outside the peak visitor use periods of July to mid-August.

5. EMERGENCIES

- 5.1 The Participants will collaborate and provide support to the extent possible should DND or visitor emergencies arise within the Park, or in the area surrounding the Park.
- 5.2 Every year in May, both parties will exchange an updated list of key personnel and contact information for staff working in Alert, Eureka, Iqaluit, Yellowknife and Quttinirpaaq National Park.

6. FINANCIAL ARRANGEMENTS

- 6.1 This MOU will not impose any financial responsibilities on its Participants, except that each Participant will be responsible for the funding costs it incurs in its own interest, related to the support of the MOU.

7. POINTS OF CONTACT

7.1 **DND** – Chief of Staff, Canadian Forces Northern Area, Headquarters, Yellowknife.

7.2 **Parks Canada** - Superintendent, Nunavut Field Unit, Iqaluit.

8. SETTLEMENT OF DISPUTES

8.1 Any disputes regarding the interpretation or application of this MOU will be settled only by consultation between the Participants and will not be referred to a national court or any other third party for settlement.

9. AMENDMENT

9.1 This MOU may be amended only with the mutual written consent of the Participants.

10. DURATION, WITHDRAWAL AND TERMINATION

10.1 This MOU will be reviewed every two years. It will otherwise remain in effect until withdrawn from or terminated pursuant to either paragraph 10.2 or 10.3.

10.2 Either Participant may withdraw from this MOU on presentation of twelve months written notice to the other Participant.

10.3 This MOU may be terminated with the mutual written consent of the Participants.

11. EFFECTIVE DATE AND SIGNATURE

11.1 This MOU will enter into effect on the date of the later signature.



Commander
Canadian Forces Northern Area
for the Department of National Defence

18 Aug 03

Date



Superintendent
Nunavut Field Unit
for Parks Canada Agency

July 31/03

Date