

**EXEMPTION AGREEMENT PURSUANT TO SCHEDULE 12-1 (Item 7)  
OF THE NUNAVUT AGREEMENT**

**BETWEEN:**

**THE NUNAVUT IMPACT REVIEW BOARD (NIRB)**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the  
Environment who is responsible for Environment and Climate Change Canada (ECCC),**

**Individually referenced as a “Party” and collectively referenced as the “Parties”**

**PREAMBLE**

WHEREAS the NIRB has statutory responsibilities pursuant to Article 12 of the *Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (Nunavut Agreement)*, the *Nunavut Land Claims Agreement Act*, S.C. 1993, c. 29 (*Nunavut Land Claims Agreement Act*) and Part 3 of the *Nunavut Planning and Project Assessment Act*, S.C. 2013, c. 14 (*NuPPAA*) to conduct environmental and socio-economic impact assessments of Project proposals within the Nunavut Settlement Area (NSA);

AND WHEREAS ECCC is the federal department established under the *Department of the Environment Act* (R.S.C., 1985, c. E-10), which also establishes the powers, duties and functions of the Minister of the Environment (Minister). As established under the Act, the Minister has various responsibilities including, but not limited to, protecting migratory birds and fauna located in National Wildlife Areas (NWA) and/or Migratory Bird Sanctuaries (MBS) within the NSA;

AND WHEREAS the Minister has the authority to issue Scientific Permits to authorize scientific research, works and/or activities involving fieldwork disturbing migratory birds inside or outside NWAs or MBSs, and/or issue Protected Area Access Permit(s) to authorize scientific research, works and/or activities to be undertaken in a NWA or a MBS, these works and activities are considered to be project proposals subject to the requirements of Article 12 of the *Nunavut Agreement*, Part 3 of the *NuPPAA*, and unless exempted (as described below) are subject to screening by the NIRB;

AND WHEREAS Schedule 12-1, Item 7 of the *Nunavut Agreement* and s. 230 of the *NuPPAA* authorizes the NIRB and the appropriate Minister to exempt from the requirements for screening under Article 12 of the *Nunavut Agreement* and Part 3 of the *NuPPAA*, such other categories of activities and projects as may be agreed upon by the NIRB and the Minister (an Exemption Agreement);

AND WHEREAS pursuant to s. 230(4) of the *NuPPAA*, an Exemption Agreement may be submitted by the Parties to the Minister of Northern Affairs to be added to *NuPPAA*, *Schedule 3: Classes of Works and Activities Exempt from Screening*.

## **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### **1.0 GENERAL**

#### **1.1 Definitions**

For the purposes of this Exemption Agreement, these terms will have the following meanings:

“ECCC” means the Department of the Environment of Canada, also operating under the name of Environment and Climate Change Canada, or means a duly authorized representative of the Department of the Environment, as appropriate.

“Minister” means the Minister of the Environment as established under s.2(2) of the *Department of the Environment Act*, R.S.C. 1985, c. E-10

“Migratory Bird Sanctuary (MBS)” means an area established and administered pursuant to the *Migratory Bird Sanctuary Regulations* (C.R.C., c. 1036) and *Migratory Birds Convention Act, 1994* (S.C. 1994, c. 22), and that is located in the NSA.

“National Wildlife Area (NWA)” means an area established and administered pursuant to the *Canada Wildlife Act* (R.S.C., 1985, c. W-9) and the *Wildlife Area Regulations* (C.R.C., c. 1609), and that is located in the NSA.

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

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

“Protected Area” means any Migratory Bird Sanctuary or National Wildlife Area inside the NSA.

“Protected Area Access Permit” means a Migratory Bird Sanctuary Permit issued under s. 9 of the *Migratory Bird Sanctuary Regulations* (C.R.C., c. 1036); and/or a National Wildlife Area Permit issued under s. 4(1) of the *Wildlife Areas Regulations* (C.R.C., c. 1609), that are issued for a Protected Area inside the NSA.

“Scientific Permit” means a permit issued as per ss. 4(1) and 19(2) of the *Migratory Bird Regulations* C.R.C., c. 1036 to a person from or to a person acting on behalf of

a museum, university, scientific society or government conducting research for a scientific or educational purpose involving fieldwork disturbing migratory birds inside or outside NWAs or MBSs, inside the NSA.

## **2.0 SCOPE OF THE EXEMPTION**

### **2.1 Authorizations Governed by the Exemption Agreement**

This Exemption Agreement applies to scientific research, work and/or activities that require the issuance of Scientific Permit(s) and/or Protected Area Access Permit(s) by the Minister.

### **2.2 Cumulative Impacts**

Where ECCC has concerns regarding the potential for cumulative ecosystemic and socio-economic impacts associated with the research, works and/or activities proposed in an application for a permit listed in Clause 2.1 of this Exemption Agreement, ECCC may, at their discretion, send any project proposals, including those that would otherwise be exempt from screening under this Exemption Agreement, to the Nunavut Planning Commission to determine whether cumulative effects concerns warrant forwarding the project proposal to the NIRB for screening.

### **2.3 Public Concern**

Where public concern has been expressed regarding the research, works and/or activities proposed in an application for a permit listed in Clause 2.1 of this Exemption Agreement, ECCC, may at their discretion, send any project proposals, including those that would otherwise be exempt from screening under this Exemption Agreement, to the Nunavut Planning Commission to determine whether the project proposal should be forwarded to the NIRB for screening.

### **2.4 Authorizations Not Governed by the Exemption Agreement**

Any authorizations issued by ECCC or the Minister for research, works and/or activities that constitute project proposals in the NSA other than the Scientific Permit(s) and/or Protected Area Access Permit(s) to which this Exemption Agreement applies, will continue to be subject to screening by the NIRB as required under Article 12 of the *Nunavut Agreement* and Part 3 of the *NuPPAA*.

### **3.0 TERM OF THIS AGREEMENT**

#### **3.1 Term**

This Exemption Agreement commences on the date the last of the Parties signs the Exemption Agreement, and continues until the Exemption Agreement is terminated as set out in Clause 3.2 of this Exemption Agreement.

#### **3.2 Termination of the Agreement**

Upon providing 120 days' written notice to the other Party and an explanation as to the rationale for terminating the Exemption Agreement (including issues such as noncompliance with the terms of the Exemption Agreement, a determination that the Exemption Agreement is no longer appropriate or required, etc.), either Party to this Exemption Agreement may terminate the Exemption Agreement.

### **4.0 TERMS AND CONDITIONS**

#### **4.1 Monitoring and Reporting**

For the purposes of monitoring the effectiveness of the Exemption Agreement, every year, on or before March 31<sup>st</sup> of the following year, ECCC will provide the NIRB with:

- copies of the Scientific Permits and Protected Area Access Permit(s), issued by the Minister in the previous year; and
- a report which notifies the NIRB of any particular concerns regarding potential adverse impacts of proposed or authorized research, works and/or activities to which the Exemption Agreement applied from the previous year.

#### **4.2 Notifications**

Scientific Permit(s) and Protected Area Access Permit(s) issued by the Minister in the NSA shall include a statement or term noting the following (or similar language):

*Project proposals within National Wildlife Areas and Migratory Bird Sanctuaries, or for which a Scientific Permit administered by Environment and Climate Change Canada in Nunavut are subject to the Nunavut Agreement and the Nunavut Planning and Project Assessment Act (NuPPAA), and therefore screening by the Nunavut Impact Review Board (NIRB) in accordance with Section 8.2.11 of the Nunavut Agreement and Part 3 of the NuPPAA. However, Schedule 12-1 of the Nunavut Agreement exempts certain types of Project proposals from screening by the NIRB. Under an exemption agreement concluded pursuant to Schedule 12-1(7) of the Nunavut Agreement, the NIRB and the Minister of the Environment have agreed to exempt Scientific Permits and its associated Protected Area Access Permit(s) from screening by the NIRB.*

## **5.0 EXEMPTION AGREEMENTS UNDER NUPPAA SCHEDULE 3**

### **5.1 Submission for Inclusion**

When the NIRB and the Minister of the Environment have signed the Exemption Agreement and the NIRB has complied with the notice and comment requirements set out in s. 230 of the NuPPAA, the NIRB shall forward the Exemption Agreement to the Minister of Crown-Indigenous Relations and Northern Affairs Canada to be added to NuPPAA, *Schedule 3: Classes of Works and Activities Exempt from Screening*.

### **5.2 The Effect of Termination of The Exemption Agreement**

In the event this Exemption Agreement is terminated by either Party as set out in Clause 3.2 above, the NIRB shall post notice of the termination and the rationale for the termination and shall provide specific notice of the termination of the Exemption Agreement to the Minister of Northern Affairs, with a request to remove the works and activities included under the terminated Exemption Agreement from NuPPAA, *Schedule 3: Classes of Works and Activities Exempt from Screening*.

## **6.0 COUNTERPARTS**

This Exemption Agreement may be signed in several counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same agreement. The Parties agree that executed counterparts may be transmitted electronically and that such counterparts shall be treated as originally executed instruments. Each Party undertakes to provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable time following the execution of this Exemption Agreement

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives:

On behalf of the Nunavut Impact  
of Review Board

On behalf of Her Majesty the Queen in Right  
Canada, as represented by the Minister of the  
Environment

\_\_\_\_\_  
Marjorie Kaviq Kaluraq

Chairperson  
Nunavut Impact Review Board

\_\_\_\_\_  
Bruce MacDonald

Regional Director, CWS-Northern Regions,  
Environment and Climate Change Canada

Date \_\_\_\_\_

Date: \_\_\_\_\_