



**EXEMPTION AGREEMENT PURSUANT TO SCHEDULE 7-1 (Section 7)
OF THE NUNAVIK INUIT LAND CLAIMS AGREEMENT (NILCA)**

BETWEEN:

**THE NUNAVIK MARINE REGION IMPACT REVIEW
BOARD (NMRIRB)**

AND

**THE GOVERNMENT OF NUNAVUT, Department of Culture and Heritage (GN CH), as
represented by the Minister of Culture and Heritage**

Individually a Party and collectively the Parties

PREAMBLE

WHEREAS the NMRIRB has Treaty and statutory responsibilities pursuant to Article 7 of the *Nunavik Inuit Land Claims Agreement* (NILCA) and the *Nunavik Inuit Land Claims Agreement Act*, S.C. 2008, c.2 to conduct ecosystemic and socio-economic impact assessments of project proposals within the Nunavik Marine Region (NMR);

WHEREAS the GN CH is the Government of Nunavut Department with various responsibilities for the protection and management of archaeological and palaeontological resources in the Nunavut Territory administered under the *Nunavut Act*, S.C. 1993, c. 28 (Nunavut Act) and the *Nunavut Archaeological and Palaeontological Sites Regulations*, SOR/2001-220 (the Regulations);

WHEREAS the GN CH issues archaeological and palaeontological permits under the Regulations to authorize various works and activities in the Nunavik Marine Region and whereas those works and activities are considered to be projects subject to screening by the NMRIRB as per the NILCA, unless exempt under Schedule 7-1 therein;

WHEREAS pursuant to Articles 6 and 7 of the NILCA, project proposals, including project

proposals for archaeological and palaeontological works and activities in the Nunavik Marine Region, must be submitted to the Nunavik Marine Region Planning Commission (NMRPC) to determine if the project is in conformity with the Land Use Plan, and whether the project proposal is exempt from screening by the NMRIRB as per Schedule 7-1;

WHEREAS Schedule 7-1, Section 7 of the NILCA authorizes the NMRIRB and the appropriate Minister to enter into agreement to establish additional categories of activities or projects that are exempt from screening by the NMRIRB under Article 7 (an Exemption Agreement);

WHEREAS Article 22.2 of the NILCA states that Makivvik may, on such terms and conditions as it deems appropriate, designate a Makivvik Designated Organization (MDO) as responsible for any power, function, duty or authority of a MDO under the NILCA where the MDO has the capability to undertake that power, function or authority;

AND WHEREAS in March 2009, Makivvik, by way of resolution Number 2009-16, designated the Avataq Cultural Institute as the MDO pursuant to 22.2 of the NILCA with the functions and responsibilities in Article 20 (Archaeology) and Article 21 (Ethnographic Resources and Archival Records) of the NILCA; and

WHEREAS the signatories to the NILCA, specifically Makivvik Corporation ("Makivvik") and the Government of Canada, were consulted on the development of this Exemption Agreement and are in support of its establishment.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the terms will have the same meanings as provided in the NILCA and the *Nunavut Archaeological and Palaeontological Sites Regulations* SOR/2001-220. The following terms and associated meanings are listed for ease of reference:

"Archaeological artifact" means any tangible evidence of human activity that is more than 50 years old and in respect of which an unbroken chain of possession or regular pattern of usage cannot be demonstrated.

"Archaeological site" means a site where an archaeological artifact is found.

"Avataq" means the Avataq Cultural Institute or a duly authorized representative of the Avataq Cultural Institute, as appropriate.

"Project" or "Project Proposal" means a physical work that a proponent proposes to construct, operate, modify, decommission, abandon or otherwise carry out, such work or activity being within the Nunavik Marine Region.

"Class 1 permit" means a permit issued pursuant to section 8 of the *Nunavut Archaeological and Palaeontological Sites Regulations*, that entitles the permittee to survey and document the characteristics of an archaeological or palaeontological site in a manner that does not alter or otherwise disturb the site.

"Class 2 permit" means a permit issued pursuant to section 9 of the *Nunavut Archaeological and Palaeontological Sites Regulations* that entitles the permittee to

- (a) survey and document the characteristics of an archaeological or palaeontological site;
- (b) excavate an archaeological or palaeontological site;
- (c) remove archaeological artifacts from an archaeological site or remove fossils from a palaeontological site; or
- (d) otherwise alter or disturb an archaeological or palaeontological site.

"Fossil" means the hardened or preserved remains of or the impression of previously living organisms and vegetation and includes

- (a) natural casts;
- (b) preserved tracks, coprolites and plant remains; and
- (c) the preserved shells and exoskeletons of invertebrates and the preserved eggs, teeth and bones of vertebrates.

"Government(s)" means the Government of Canada or the Government of Nunavut, or both, as the context requires depending on their jurisdiction and the subject matter referred to.

"GN CH" means the Government of Nunavut, Department of Culture and Heritage or a duly authorized representative of the Government of Nunavut, Department of Culture and Heritage, as appropriate.

"NMR Zone A" means the zone outlined in Schedule 8-1a of the NILCA.

"NMRIRB" means the Nunavik Marine Region Impact Review Board or a duly authorized representative of the Nunavik Marine Region Impact Review Board, as appropriate.

"NMRPC" means the Nunavik Marine Region Planning Commission or a duly authorized representative of the Nunavik Marine Region Planning Commission, as appropriate.

"MDO" or "Makivvik Designated Organization(s)" means Makivvik or an organization or organizations referred to in Article 22 of the NILCA.

"Palaeontological site" means a site where a fossil is found.

"Regulations" means the *Nunavut Archaeological and Palaeontological Sites Regulations*, SOR/2001-220, as may be amended from time to time, and any successor legislation or regulations that replace the Regulations.

2.0 SCOPE OF THE EXEMPTION

2.1 Application of this Exemption Agreement

This Exemption Agreement applies to project proposals that meet all of the following conditions:

- a) the project proposal is submitted by Avataq;
- b) the project proposal is for archaeological or palaeontological works or activities to be performed by Avataq;
- c) the archaeological or palaeontological works or activities are proposed to take place in the NMR Zone A; and
- d) the proposed archaeological or palaeontological works or activities require Class 1 and/or Class 2 Permits under the Regulations.

2.2 Cumulative Effects

Projects falling under the scope of this Agreement remain subject to Article 7.3.3 of the NILCA wherein if the NMRPC has concerns regarding the potential cumulative impacts of a project proposal in relation to other development activities in a planning region, the NMRPC may, at their discretion, forward it to the NMRIRB for screening.

2.3 Project Proposals Not Governed by the Exemption Agreement

2.3.1 *Archaeological or Palaeontological Work Performed for a Proponent other than Avataq*

If the proposed archaeological or palaeontological work is to be performed by Avataq under contract with and for the benefit of a third party, this Exemption Agreement does not apply. As an exception to this rule, if the proposed archaeological or palaeontological work is to be performed by Avataq under contract with and for the benefit of Makivvik on behalf of Nunavik Inuit, this Exemption Agreement applies.

2.3.2 *Requirement for Authorizations other than Class 1 or Class 2 Permits under the Regulations*

This Exemption Agreement does not apply to projects that require, in addition to a permit listed in Clause 2.1 d), any other authorization, permit or license issued by Government, that would trigger the requirement for the NMRPC to submit the project proposal to the NMRIRB for screening under Article 7 of the NILCA.

3.0 TERMS AND CONDITIONS

3.1 Monitoring and Reporting

For the purposes of monitoring the effectiveness of this Exemption Agreement, every year, by the end of February, the GN CH will provide the NMRIRB with a report that:

- a) provides a list of permit applications from Avataq received by the GN CH the previous year;
- b) identifies the outcome of the Avataq permit applications (i.e., whether permits were issued or refused); and
- c) informs the NMRIRB about any particular concerns regarding potential adverse impacts of Avataq project proposals from the previous year.

3.2 Requirements Imposed on Avataq

The GN CH agrees that all permits issued to Avataq pursuant to this Exemption Agreement where the work or activity involves excavation will include terms, in accordance with the Regulations, requiring Avataq to restore the site, in so far as is practicable, to its original state (thereby minimizing environmental impact) upon completion of the excavation, and that such terms will be strictly enforced.

4.0 GENERAL

4.1 Term

This Exemption Agreement commences on the date when the Exemption Agreement has been signed by both Parties and continues until the Exemption Agreement is terminated as set out in Clause 4.2 of this Exemption Agreement.

4.2 Termination of the Agreement

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

4.3 Providing Notice to NILCA Parties

Upon the signing of this Exemption Agreement, the NMRIRB shall provide notice of the Agreement to Makivik Corporation's Department of Environment, Wildlife and Research (DEWR) and the Department of Crown Indigenous Relations and Northern Affairs Canada (CIRNAC). Further, a copy of the written notice of termination shall be provided to DEWR and to CIRNAC concurrently as it is sent to the other Party.

4.4 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Nunavut and the laws of Canada applicable therein.

4.5 Dispute Resolution and Jurisdiction

Any and all disputes arising under or by virtue of this Agreement shall be settled by mutual consultation between the Parties in good faith as promptly as possible, but failing such amicable settlement, within thirty (30) days after delivery of the written notice requesting the said amicable settlement, such disputes, claims or differences shall be submitted to the exclusive jurisdiction of the Nunavut Court of Justice, with respect to all matters pertaining to this Agreement.



Barrie Ford

Chairperson, Nunavik Marine Region
Impact Review Board



Brian Koonoo

Minister of Culture and Heritage
Government of Nunavut

Signed on: August 27, 2026