NATIONAL PARKS INTERIM ARRANGEMENT

Between

Mi'kmaq of Nova Scotia,

as represented by the Assembly of Nova Scotia Mi'kmaq Chiefs

(the "Assembly")

And

Parks Canada Agency, a body corporate

("Parks Canada Agency")
WHEREAS the Assembly and Parks Canada Agency wish to build a working relationship for the National Parks, as defined hereunder, that will address certain matters on a temporary basis;

AND WHEREAS Parks Canada Agency and the Mi'kmaq of Nova Scotia wish to make this expression of goodwill to work together on projects in the National Parks as they are close neighbours who share many common objectives in cultural and natural resource management;

AND WHEREAS the Mi'kmaq of Nova Scotia historically lived on and used lands in Nova Scotia and wish to be welcomed in the National Parks and to assist in protecting and presenting both the Mi'kmaq cultural resources and natural resources within their boundaries;

AND WHEREAS the mandate of the Parks Canada Agency, a body corporate established under Section 3 of the Parks Canada Agency Act, is to protect and present nationally significant examples of Canada's natural and cultural heritage and foster public understanding, appreciation and enjoyment in ways that ensure ecological and commemorative integrity for present and future generations;

NOW THEREFORE THE ASSEMBLY AND PARKS CANADA AGENCY AGREE AS FOLLOWS:

GENERAL

1. This Interim Arrangement applies to Kejimkujik National Park and National Historic Site of Canada, Cape Breton Highlands National Park of Canada and Fortress of Louisbourg National Historic Site of Canada (collectively referred to herein as the “National Parks”).

2. The Interim Arrangement or component parts may, by written consent of the Parties, be applied to other National Historic Sites of Canada under the administration and management of the Parks Canada Agency located in Nova Scotia on a case by case basis.
3. This Interim Arrangement applies to and for the benefit of the thirteen (13) Mi’kmaq First Nations in Nova Scotia and their members, and other Mi’kmaq who are on a General Indian List for Nova Scotia (collectively referred to herein as the “Mi’kmaq”).

CULTURAL RESOURCES

4. Parks Canada Agency will respect Mi’kmaq cultural resources, including petroglyphs, found within National Parks and protect them within its legislative authority, policy framework, and available financial and human resources.

5. Parks Canada Agency will notify and inform the Assembly about any new Mi’kmaq cultural resources found in the National Parks.

6. When requested, Parks Canada Agency will, subject to any restrictions at law, provide the Assembly with any information in its possession about existing or known Mi’kmaq cultural resources in or deriving from the National Parks.

CONSULTATION

7. Parks Canada Agency will notify the Assembly and the thirteen (13) Mi’kmaq Chiefs and Councils in Nova Scotia about proposed land disturbances (including new roads, new campgrounds, new camp sites, new buildings, and new uses that disturb land) in the National Parks that might negatively impact Mi’kmaq cultural resources.

8. When Parks Canada Agency owes a duty of consultation pursuant to the honour of the Crown, Parks Canada Agency will engage in such consultations with the Mi’kmaq of Nova Scotia pursuant to the Terms of Reference for a Consultation Process entered into August 31, 2010 (the “Consultation TOR”).
9. Parks Canada Agency will consult with the Mi’kmaq of Nova Scotia under the Consultation TOR respecting National Parks management plans referred to in sections 11 of the Canada National Parks Act and 32 of the Parks Canada Agency Act.

ACCESS

10. Mi’kmaq will not be required to pay entry fees to the National Parks.

11. Parks Canada Agency and the Assembly will agree on the appropriate form for an access pass and Parks Canada Agency will provide the annual access pass at no charge.

12. For the purposes of this agreement, Mi’kmaq presentation of the Indian Status Card issued by Canada when requested by a Parks Canada Agency official for this purpose shall be sufficient evidence to acquire the annual pass.

13. The agreed-upon annual access passes referred to above may be provided by a Mi’kmaq First Nation/Band to its members.

CULL

14. Where Parks Canada Agency determines that a cull of overabundant wildlife in the National Parks is necessary, Parks Canada Agency will provide the Mi’kmaq with the first opportunity to engage in the cull.

GATHERING OF PLANTS AND OTHER NATURAL OBJECTS

15. Parks Canada Agency and Mi’kmaq agree to cooperate in the planning, understanding and management for gathering of plants and other natural objects in the National Parks
16. Parks Canada Agency and Mi’kmaq will make reasonable efforts to provide or exchange information as needed on a timely basis to give effect to this gathering of plants and other natural objects process.

SPECIAL ARRANGEMENTS

17. Parks Canada Agency will consider when requested special arrangements within the National Parks for the Mi’kmaq.

EMPLOYMENT AND CONTRACTS

18. Parks Canada Agency will apply its own guidelines respecting Aboriginal employment and Treasury Board guidelines respecting Aboriginal contracts and procurement for the Mi’kmaq.

ADVISORY COMMITTEES

19. Parks Canada Agency will work with the Mi’kmaq to establish advisory committees for the National Parks located in Cape Breton and Mainland Nova Scotia and will work toward achieving and maintaining a mutually beneficial relationship based on openness, mutual trust and respect.

20. Parks Canada Agency will fund travel and honoraria approved in advance by Parks Canada Agency according to Parks Canada Agency policies and guidelines for participants who are not already receiving a salary and expenses for attending meetings.

21. Parks Canada Agency and the Assembly will negotiate the terms of reference for the advisory committees consistent with this Interim Arrangement. The objectives of the advisory committees are to:

a. build stronger relationships between Parks Canada Agency and the Mi’kmaq communities within Nova Scotia;
b. present and integrate Mi’kmaq themes in the National Parks to increase knowledge and awareness of Mi’kmaq history and culture;

c. provide a venue for Mi’kmaq involvement in processes related to the management of natural resources and Mi’kmaq cultural resources such as monitoring, ecological restoration, environmental assessment, research permits, fire management, and species at risk stewardship; and,

d. facilitate viable economic development activities associated with the tourism industry and employment in the National Parks administration and operations.

22. The terms of reference referred to in section 21 will include the composition, meeting location, and meeting frequency of the committees. The committees will adopt their own rules of procedure and reporting on meetings.

23. The advisory committees may form sub-committees to work on specific project proposals as required.

24. The Mi’kmaq members of the advisory committees may provide advice or recommendations on matters which affect the Mi’kmaq, however, the advisory committees will not discuss either party’s legal or political rights and obligations.

25. The advisory committees shall not be a vehicle or forum for carrying out the duty of Parks Canada Agency to consult with the Mi’kmaq.

26. The advisory committees shall be and shall operate without prejudice to any Mi’kmaq right. For greater certainty, all discussions, meetings, minutes, notes, recordings, and documents associated with the advisory committees and their operation are without prejudice to and shall have no impact or effect on any Aboriginal or treaty right of the Mi’kmaq and the positions of the Mi’kmaq and Parks Canada Agency in a court of law or other forum, and are intended to have no legal impact or significance.
27. The Assembly and Parks Canada Agency undertake not to seek the admission of the terms of reference for the advisory committees or any evidence relating to the advisory committees and their operation in a proceeding of a court of law or regulatory or administrative tribunal.

DISPUTE SETTLEMENT

28. In the event of a dispute between the Assembly and Parks Canada Agency concerning the interpretation, application or operation of this Interim Arrangement, the Assembly and Parks Canada Agency will convene a meeting between the Lead Chief for Parks of the Assembly and the relevant Parks Canada Agency Field Superintendent to discuss the matter and use their best efforts in good faith to seek agreement upon a resolution.

AMENDMENT

29. This Interim Arrangement may be amended by written agreement of the Assembly and Parks Canada Agency.

TERMINATION

30. The intent of Parks Canada Agency and Mi’kmaq is to work together as set out in the Interim Arrangement for a period of five (5) years. It is understood that the history and goodwill of the Interim Arrangement will be passed on to new leaders and members for them to respect and implement.

31. Either party may terminate this Interim Arrangement by giving the other thirty (30) days written notice, or upon completion of the Made in Nova Scotia negotiation process.
NATURE OF ARRANGEMENT

32. This Interim Arrangement 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.

33. Nothing in this Interim Arrangement shall be construed so as to abrogate or derogate from any aboriginal or treaty rights of the Mi'kmaq.

SIGNED at Glace Bay, Nova Scotia this 9 day of May, 2012.

ON BEHALF OF THE ASSEMBLY PURSUANT TO A RESOLUTION OF THE ASSEMBLY PASSED ON THE 14 DAY OF December, 2011:

Witness

[Signatures]

Chief Terrance J. Paul, Co-Chair

Chief M. Gerard Julian, Co-Chair

ON BEHALF OF PARKS CANADA AGENCY:

Witness

[Signatures]

Linda Frank, Field Unit Superintendent Mainland Nova Scotia Field Unit

Chip Bird, Field Unit Superintendent Cape Breton Field Unit