

TOQI'MALIAPTMU'K ARRANGEMENT FOR CO-GOVERNANCE AND CO-MANAGEMENT OF NATIONAL HISTORIC SITES AND NATIONAL PARKS IN NOVA SCOTIA

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1. PARTIES

THE MI'KMAQ OF NOVA SCOTIA as represented by the Maw-lukutijik Saqmaq ukjit Parks comprised of the Participating Communities

-and-

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of the Environment for the purposes of the Parks Canada Agency, and the Minister of Crown-Indigenous Relations (“Canada”)

Collectively referred to as “the Parties”

2. PREAMBLE

WHEREAS this Toqi'maliaptmu'k Arrangement (“Arrangement”) seeks to, among other things, address and preserve the recognized historic treaty rights of the Mi'kmaq and advance self-determination to close socio-economic gaps and improve the quality of life of the Mi'kmaq;

WHEREAS this Arrangement is time-limited, incremental in nature, and will build toward the longer term objective of reconciliation and aims to provide predictability, stability and clarity regarding the exercise of rights for the Parties for the duration of this Arrangement;

WHEREAS the Parties negotiated this Arrangement in a manner and spirit that respected and upheld the significance of the Peace and Friendship Treaties and the continuing treaty relationship of the Parties;

WHEREAS Canada recognizes that the Mi'kmaq have rights protected under section 35 of the *Constitution Act, 1982*;

WHEREAS Canada is committed to a renewed, nation-to-nation relationship with the Mi'kmaq based on recognition of Mi'kmaw Aboriginal and treaty rights, including the rights of self-determination and self-government, respect, co-operation and partnership, and rooted in the principles of the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”);

WHEREAS Canada, at the 15th session of the United Nations Permanent Forum on Indigenous Issues, expressed support without qualification for the UNDRIP and Canada supports its implementation in a manner consistent with the Canadian Constitution;

WHEREAS Canada supports reconciliation through understanding of and respect for Mi'kmaq culture and processes within Mi'kmaw traditional territory;

WHEREAS the Nova Scotia Court of Appeal in *R. v. Denny, Paul, and Sylliboy* has recognized the existence of certain Mi'kmaw Aboriginal rights;

WHEREAS the Supreme Court of Canada in *R. v. Sparrow* has recognized the existence of an Aboriginal right to harvest fish for food, social and ceremonial purposes;

WHEREAS the Supreme Court of Canada in *R. v. Marshall* (D.J.) I and II 1999 has recognized the existence of certain Mi'kmaw harvesting and trading rights pursuant to the Treaties of 1760-61;

WHEREAS the Supreme Court of Canada in *R. v. Sappier; R. v. Gray* has recognized the existence of an Aboriginal right to harvest wood for domestic uses; and

WHEREAS Canada adopts the following 10 principles to guide reconciliation and renewal of the nation-to-nation relationship with the Mi'kmaq:

1. All relations with Indigenous peoples need to be based on the recognition and implementation of their right to self-determination, including the inherent right of self-government.
2. Reconciliation is a fundamental purpose of section 35 of the Constitution Act, 1982.
3. The honour of the Crown guides the conduct of the Crown in all of its dealings with Indigenous peoples.
4. Indigenous self-government is part of Canada's evolving system of cooperative federalism and distinct orders of government.
5. Treaties, agreements, and other constructive arrangements between Indigenous peoples and the Crown have been and are intended to be acts of reconciliation based on mutual recognition and respect.
6. Meaningful engagement with Indigenous peoples aims to secure their free, prior and informed consent when Canada proposes to take actions which impact them and their rights on their land, territories and resources.
7. Respecting and implementing rights is essential and that any infringement of section 35 rights must by law meet a high threshold of justification which includes Indigenous perspectives and satisfies the Crown's fiduciary obligations.
8. Reconciliation and self-government require a renewed fiscal relationship, developed in collaboration with Indigenous nations, that promotes a mutually supportive climate for economic partnership and resource development.

9. Reconciliation is an ongoing process that occurs in the context of evolving Indigenous-Crown relationships.
10. A distinctions-based approach is needed to ensure that the unique rights, interests and circumstances of the First Nations, the Métis and Inuit are acknowledged, affirmed and implemented.

NOW THEREFORE, the Mi'kmaq and Canada agree as follows:

3. GENERAL

- 3.1. The Preamble is incorporated into this Arrangement to serve as an aid in interpreting the Arrangement and any instruments developed for the implementation of the Arrangement.

4. RECOGNITION LANGUAGE

- 4.1. Canada, as represented by the Minister of Crown-Indigenous Relations, and the Minister responsible for Parks Canada, recognizes that the Mi'kmaq have Aboriginal rights, including the right to self-determination, self-government, and rights related to culture and identity, and treaty rights.
- 4.2. Notwithstanding Clause 4.1, this Arrangement neither recognizes nor establishes the existence of Mi'kmaw rights or title within Sable Island National Park Reserve, and is without prejudice to any position or assertion of the Parties with respect to rights and title within the Sable Island National Park Reserve.

5. STATUS OF THE ARRANGEMENT

- 5.1. This Arrangement does not create Section 35 rights nor does this Arrangement define the nature, scope or location of Section 35 rights and it shall not have a permanent effect on these rights. The Parties may have differing views on the scope, nature, extent or location of these rights.
- 5.2. This Arrangement does not constitute a treaty within the meaning of Section 25 or 35 of the Constitution Act, 1982.
- 5.3. This Arrangement, once in effect, may be made public by any of the Parties.

6. OPERATIONAL PREDICTABILITY, REPRESENTATION AND WARRANTIES

- 6.1. Rights and benefits provided under this Arrangement for the Mi'kmaq are vested collectively and may be exercised by individual Mi'kmaw according to the terms of this Arrangement.
- 6.2. Where the Mi'kmaq have or assert an Aboriginal or treaty right which is related to a subject matter addressed in this Arrangement, the Mi'kmaq will only exercise that Aboriginal or treaty right in a manner consistent with this Arrangement during the term of this Arrangement.
- 6.3. The Mi'kmaq will not institute or support legal proceedings in relation to Section 35 Aboriginal and treaty rights where the subject matter of the Section 35 Aboriginal or treaty right is a subject matter addressed in this Arrangement or any stewardship, harvest or management plans agreed upon or adopted in accordance with this Arrangement, if the cause of the proceedings arises or arose while this Arrangement, stewardship and harvest plans are or were in force.
- 6.4. For greater certainty, this Arrangement does not prevent the Mi'kmaq from initiating legal proceedings to seek judicial relief in respect of any breach of this Arrangement, including any decisions or actions or lack of decision or action that would constitute a breach of this Arrangement.
- 6.5. The Mi'kmaq represent and warrant to Canada that, in respect of the matters dealt with in this Arrangement, it has the authority to enter into this Arrangement on behalf of all persons who are Mi'kmaq and to carry out its provisions on behalf of the Mi'kmaq.
- 6.6. Canada represents and warrants to the Mi'kmaq that, in respect of the matters dealt with in this Arrangement, it has the authority to enter into this Arrangement.

7. TERM OF THE ARRANGEMENT

- 7.1. The term of this Arrangement is 10 years.

8. PARTICIPATING COMMUNITIES

- 8.1. A Mi'kmaw First Nation (Band) may at any time, including after the Effective Date, enter this Arrangement and become a Participating Community by the signature of the Chief authorized by a resolution by the Chief and Council.

- 8.2. A Participating Community may withdraw from this Arrangement by a resolution by the Chief and Council and by written notice to Canada and the Assembly.
- 8.3. A Participating Community that has withdrawn from this Arrangement in accordance with Clause 8.2 may re-enter this Arrangement by a resolution by the Chief and Council and by written notice to Canada and the Assembly.
- 8.4. If a Participating Community withdraws from this Arrangement pursuant to Clause 8.2, this Arrangement will not automatically terminate. The Parties will individually consider whether or not to continue or to terminate the Arrangement pursuant to Clause 11.2.

9. REVIEW AND AMENDMENT

- 9.1. Any Party may make a request in writing to review this Arrangement.
- 9.2. Any Party may propose, in writing, an amendment to this Arrangement for consideration by the other Parties.
- 9.3. This Arrangement may only be amended with the written consent of the Parties.

10. RENEWAL

- 10.1. If either Party wishes to extend or renew this Arrangement, it will provide a written request to the other Party at least twelve months prior to the end of the term of this Arrangement.

11. EFFECTIVE DATE, TERMINATION

- 11.1. This Arrangement will come into force and effect on the Effective Date and will continue to be in force and effect to the expiration unless terminated in accordance with this Arrangement.
- 11.2. Any Party may terminate this Arrangement upon six months written notice to the other Party.
- 11.3. When notice pursuant to Clause 11.2 has been provided, the Parties will meet within thirty (30) days to explore alternatives to termination of the Arrangement.
- 11.4. Clause 6.3 will survive and continue to have effect following the termination or expiration of this Arrangement.

12. DISPUTE RESOLUTION

- 12.1. If there is a dispute concerning the interpretation, breach, or anticipated breach of this Arrangement, the parties to the dispute must in good faith make every reasonable effort to resolve the dispute informally and quickly, failing which they may agree on mediation, arbitration, or both, on such terms as they agree.
- 12.2. A party to the dispute will bear its own costs, and an equal share of the costs of the mediation and or arbitration, including remuneration and expenses of the mediator and or arbitrator, unless otherwise agreed in writing by the parties to the dispute.

13. SHARED PRINCIPLES

- 13.1. These Shared Principles and the principles at Clauses 17.1 to 17.4, 20.1, and 20.2, read consistently with and in addition to Clause 3.1, serve as an aid in interpreting the Arrangement and its Schedules.

Mi'kmaq and Parks Canada Co-management

The Mi'kmaq have been here since time immemorial. The Lands have significance to the Mi'kmaq and their ancestors and are important places in the Treaty relationship developed with all Canadians.

Where Parks Canada and the Mi'kmaq over the recent past have forged a relationship, this Arrangement represents the next step to strengthening that relationship.

This relationship is rooted in the stewardship of natural and cultural resources of the Lands and is intended to foster reconciliation in a way that reflects the shared values of Parks Canada and the Mi'kmaq.

Important Mi'kmaw Landscapes

The Mi'kmaq are a part of the landscapes on the Lands, whether these spaces had importance before arrival, at contact or continue to present day.

Parks Canada historically omitted the Mi'kmaq from its interpretations of its spaces and landscapes and from its stories.

The Mi'kmaq and Parks Canada commit to working collaboratively to respect and understand current and historic Mi'kmaw cultural landscapes, and ensuring, as set out in this Arrangement, that decision-making and governance of these landscapes involves the Mi'kmaq, their stories, culture and history. Parks Canada recognizes that the Mi'kmaq have a perspective that may be intrinsically different from Parks Canada, and that the

Mi'kmaw perspective does not have to be modified to fit Parks Canada's narratives and/or stories. Each Party may bring forward different narratives or stories about the Lands. Part of this relationship of respect is an understanding that perspectives, stories and narratives may differ, and Parties do not need to come to consensus on a single narrative.

Netukulimk, Msit Ko'kmaq, Msit No'kmaq and Etuaptmumk are Important and Equal Management Concepts for the Lands

The Mi'kmaq and Parks Canada see the importance of Netukulimk and ecological integrity as an example of Etuaptmumk or also known as Two-Eyed Seeing. Netukulimk is a broad concept used by the Mi'kmaq to explain how the Mi'kmaq live in harmony with the natural world around them. Like the concept of ecological integrity, it includes stewardship and conservation. Mi'kmaw stewardship is about sharing and reciprocity between individuals, human and non-human, a respect for the land and the gifts it provides, the careful use of these resources, and natural self-regulation of resources in times of scarcity or hardship.

In the spirit of two-eyed seeing, the Mi'kmaq and Parks Canada acknowledge and respect each other's understandings of the Lands through principles of Netukulimk and through scientific, cultural and ecological integrity, and seek to ensure the respectful recognition and implementation of Mi'kmaw values, concepts and knowledge system.

Msit No'kmaq and Msit Ko'kmaq, or "all my relations", is the Mi'kmaw belief that humans are physically and spiritually related to all elements of the natural world and that this relationship is the basis of land and resource management.

Co-management and Toqi'maliaptmu'k

The Mi'kmaq and Parks Canada respect the role that each Party has in the management of the Lands, as set out in this Arrangement. The Mi'kmaq and Parks Canada will each make decisions based on its own processes, and the Mi'kmaq and Parks Canada will work together on issues of shared responsibility for the management of the Lands, as set out in this Arrangement.

The relationship between the Mi'kmaq and Parks Canada is based on the view that each brings a unique perspective to the way in which the Lands can be co-managed, in accordance with this Arrangement, based on shared concerns and mutual interests. In Mi'kmaq, Toqi'maliaptmu'k means "we will look after it together".

Renewable Resource Management

The exercise of renewable resource stewardship on and within the Lands must embody Netukulimk, Msit No'kmaq, Msit Ko'kmaq and Etuaptmumk, ensuring that decisions are grounded in conservation and Toqi'maliaptmu'k. For Mi'kmaq, the exercise of stewardship is a balance between livelihood and ensuring the protection and careful utilization of the resources not only today, but for future generations. Part of this includes Mi'kmaw teachings, lessons, and the involvement of youth and elders.

Netukulimk also is about "the use of the natural bounty provided by the Creator for the self-support and well-being of the individual and the community by achieving adequate standards of community nutrition and economic well-being without jeopardizing the integrity, diversity or productivity of" the Lands.

Mi'kmaq and Parks Canada Reconciliation

This Arrangement is an example of reconciliation between the Mi'kmaq and Parks Canada, and is created in the spirit of our Treaty relationship. It expresses a new way for Parks Canada and the Mi'kmaq to move forward in partnership in a way that honours Mi'kmaq ancestors and responsibilities to each other and the Lands.

14. APPLICABILITY OF THE ARRANGEMENT

- 14.1. This Arrangement applies to the Lands. For the purpose of this Arrangement, Lands means Federal Real Property in Nova Scotia under the administration and control of the Minister, excluding Sable Island Park Reserve of Canada.
- 14.2. If Parks Canada proposes to recommend the establishment of any new national parks, national marine conservation areas, or national historic sites, the Mi'kmaq and Parks Canada will negotiate any amendments to this Arrangement they consider necessary.

15. MI'KMAQ ACCESS TO THE LANDS

- 15.1. Parks Canada will not charge Mi'kmaq an entry fee for admission to the Lands on presentation of an access pass agreed by Parks Canada and the Assembly.
- 15.2. Except as otherwise provided in this Arrangement, Mi'kmaq will pay the fees for a service, the use of a facility or campsite, or for product provided by Parks Canada.

16. TOQI'MALIAPTMU'K CO-GOVERNANCE / CO-MANAGEMENT PROCESS

Toqi'maliaptmu'k Mi'kmaw Management Board Mandate and Responsibilities

- 16.1. The Assembly and Parks Canada hereby establish the Toqi'maliaptmu'k Board (the Board) to make recommendations for the implementation of this Arrangement to the Assembly and the Minister in accordance with the Board mandate set out in sections 17 to 21 of the Arrangement.

Toqi'maliaptmu'k Management Board Process

- 16.2. The Board will make recommendations to the Assembly and Parks Canada for consideration.
- 16.3. If the Assembly and Parks Canada do not object to a recommendation, the Mi'kmaq and Parks Canada will implement the recommendation.
- 16.4. If the Assembly and Parks Canada object to a recommendation, the Assembly and Parks Canada will discuss and decide how to proceed. The Assembly and Parks Canada may provide guidance back to the Board or reach agreement on the matter directly. In the latter case, if the Assembly and Parks Canada reach agreement on the matter directly, the Mi'kmaq and Parks Canada will implement the agreement.
- 16.5. If one but not both of the Assembly and Parks Canada objects to a Board recommendation, the Assembly and Parks Canada will immediately follow the steps in Clauses 16.6. to 16.8. to attempt to resolve the matter.
- 16.6. The Assembly and Parks Canada will first try to reach agreement on the matter in good faith.
- 16.7. The Assembly and Parks Canada may request the assistance of a jointly agreed third party to help the Assembly and Parks Canada in trying to reach an agreement.
- 16.8. If there remains a final disagreement on a recommendation of the Board, after the process outlined in Clauses 16.6. to 16.7. has taken place, each of the Assembly and Parks Canada will provide a written account of the matter in dispute to the Assembly and the Minister and include any written account of the matter by the Board. Parks Canada will consult the Mi'kmaq in advance of the Minister making a final decision.

Toqi'maliaptmu'k Management Board Procedures

- 16.9. The Board will develop recommendations to the Assembly and Parks Canada by consensus of its members or by majority vote in the absence of consensus. The

recommendations must be accepted, rejected or modified within 28 days of the receipt of the advice in accordance with the process outlined in Clauses 16.2. - 16.8.

- 16.10. The Board will determine its own operating procedures and rules for the performance of its functions.
- 16.11. The Board will make best efforts to meet in person at least two times per year following the appointment of all members of the Board as set out in 16.14. and 16.15.
- 16.12. When additional meetings over and above those described in section 16.11. are required, the Board may meet and conduct its business by way of teleconference or videoconference.
- 16.13. The quorum for any meeting will be the chair and two (2) other members, one appointed by each Assembly and Parks Canada.

Composition of the Toqi'maliaptmu'k Management Board

- 16.14. The Board will consist of seven (7) members: three (3) members appointed by the Assembly, three (3) appointed by the Minister, and a Chairperson jointly appointed by the Assembly and Parks Canada.
- 16.15. Initial appointments to membership on the Board will be for staggered terms and afterward for three-year renewable terms.
- 16.16. A member, other than the Chairperson, who departs the Board earlier than the end of that member's term will be replaced for the balance of that member's term by the Party that appointed that member.
- 16.17. If the Chairperson departs the Board earlier than the end of the Chairperson's term, the Mi'kmaq and Parks Canada will jointly appoint a replacement for the balance of the Chairperson's term.
- 16.18. Members' expenses for participating on the Board will be paid by the Party that appointed that member, and the Chairperson's expenses will be shared by the Assembly and Parks Canada.
- 16.19. Parks Superintendents and Assembly-appointed Mi'kmaw Lead Chiefs or their designates, will have observer status at all meetings of the Board. As observers:
 - a. they may actively participate in a meeting with the permission of the Board;
 - b. they do not have the right to vote;

- c. when requested by the Board, they shall leave for all of or any part of a meeting to allow the Board to meet without them; and
- d. their expenses are covered by the Party that requested their attendance.

Secretariat for the Toqi'maliaptmu'k Management Board

- 16.20. Parks Canada will provide secretariat support, including the costs of Board operations in accordance with an annual budget. Eligible items to be funded under "secretariat costs" are outlined in Schedule A.
- 16.21. The Board will develop an annual workplan in accordance with the annual budget.
- 16.22. The Board may legally incorporate with the written consent of the Assembly and Parks Canada.
- 16.23. The Board will make agendas, materials and minutes from meetings, reports, and any other information of interest available to the general public, subject to confidentiality and any other limitations at law.

Establishment and Role of Technical Committees

- 16.24. Three standing Technical Committees are created by this Arrangement:
 - a. hunting, fishing and gathering stewardship;
 - b. culture and heritage; and
 - c. archaeology.
- 16.25. The Assembly and Parks Canada together or the Board alone may create any other Technical Committees as required.
- 16.26. The Board may establish an ad hoc technical committee or appoint an expert in respect to a specific subject matter for the purpose of giving advice to the Board so that the Board may in turn give informed advice on that specific subject matter.
- 16.27. The composition of a technical committee, its procedures, the payment of its expenses, and any appointment of experts will be as agreed in writing between the Assembly and Parks Canada, on the advice of the Board.
- 16.28. The technical committees will give advice to the Board at its request, including in respect of stewardship and implementation plans.

Establishment of a Youth Forum

- 16.29. The Assembly and Parks Canada will establish a youth forum to meet with the Board annually to share youth perspectives with the Board in respect of the Lands on matters of interest to youth.
- 16.30. The youth forum will be appointed by the Board on advice from the Assembly and Parks Canada and will be comprised of fifteen (15) members, one each from the thirteen Mi'kmaq First Nations (Bands), and two (2) at large.
- 16.31. The youth forum will be chaired by the Board chairperson.
- 16.32. The procedures of the youth forum, including the payment of its expenses, will be agreed upon in writing by the Assembly and Parks Canada on the advice of the Board.

17. MI'KMAW CULTURE, CULTURAL LANDSCAPE, LANGUAGE AND HERITAGE

General Principles

- 17.1. Mi'kmaw culture, cultural landscape, language and heritage, expressed as Nmitki, is rooted in the lands and waters of Mi'kma'ki and is an integral concept connecting Mi'kmaq to the Lands.
- 17.2. The Assembly and Parks Canada will cooperate to conserve, protect and present Mi'kmaw culture, cultural landscape and heritage in and about the Lands in accordance with this Arrangement and on the advice of the Board.
- 17.3. The Mi'kmaq have the right to tell their own story, and as such the Parties agree that the interpretation and heritage presentation of Mi'kmaw culture, cultural landscape and heritage and the stewardship of Mi'kmaw archaeological and ethnographic ancestral belongings in, on or from the Lands form an integral part of the full story of the Lands.
- 17.4. The Assembly and Parks Canada will ensure that proper emphasis is placed on both the historic and contemporary importance of Mi'kmaw Culture, Cultural Landscape, Language and Heritage and develop joint initiatives to identify, study and better understand the role Mi'kmaq played on the Lands.

Mi'kmaw culture, cultural landscape and heritage Stewardship Plans

- 17.5. Specific Stewardship Plans will be developed for the following but not limited to:
 - a. Tourism strategies and initiatives supporting Mi'kmaw culture, cultural landscape, language and heritage.

- b. Mi'kmaw culture, cultural landscape, language and heritage components in Parks Canada mandated policies and strategies such as, but not limited to commemorative integrity statements, Parks Management Plans and cultural resource value statements.
- c. Interpretive messaging and materials for public and visitor education specific to the Lands and generally respecting the Arrangement.
- d. Research initiatives to explore and promote Mi'kmaw culture, cultural landscape, language and heritage in relation to the Lands.

Sacred and Ceremonial Site Management

- 17.6. Any identification or definition of a sacred or ceremonial site is exclusive to the Mi'kmaq. The Mi'kmaq may share with Parks Canada the locations of sacred and ceremonial sites on the Lands, and Parks Canada will not publicly disclose those locations as sacred and ceremonial sites except with consent of the Mi'kmaq or as required by law.
- 17.7. Upon the identification by the Mi'kmaq of a sacred or ceremonial site, the Assembly and Parks Canada will develop a plan specific to the nature of the site involved and forward the plan to the Board. In the event that the Assembly and Parks Canada recommend to the Board that the site remain publicly undisclosed, the plan shall be discussed with the Board *in camera*.
- 17.8. Parks Canada will ensure that appropriate Parks staff are informed of the site-specific plans for all identified sacred and ceremonial sites, including their undisclosed status if so designated, and will facilitate Mi'kmaq access to these areas for sacred and ceremonial purposes.
- 17.9. In the event that the location and significance of a sacred and ceremonial site is provided to Parks Canada by the Assembly, and the site is currently being used for other purposes, the Board will develop and recommend an accommodation plan to address the issue.

Community Events Protocol

- 17.10. A community events protocol for use of the Lands will be developed establishing the process for arranging special Mi'kmaw community events.
- 17.11. The protocol will address, but not be limited to, the following: scheduling of dates, applicability of fees, special needs (including infrastructure) and the nature of the event.

Elder, Youth and Cultural Experience Camps

- 17.12. The Assembly and Parks Canada will develop a protocol for use of the Lands to establish the process for arranging elder, youth and cultural experience camps.
- 17.13. The protocol will address, but not be limited to, the following: temporal or permanent nature of the camp, applicability of fees, special needs or requirements (including infrastructure) and the nature of the camp.

Archaeology and Ethnography

- 17.14. The Mi'kmaq consider all L'nu'k people and communities who have lived in Mi'kma'ki since time immemorial to be their direct ancestors.
- 17.15. The Assembly and Parks Canada agree, for the purposes of implementing this Arrangement, that all archaeological and ethnographical sites, objects and artifacts, on or from the Lands that have resulted from Indigenous presence, whether they are of Indigenous or European origin, will be treated as Mi'kmaw archaeological and ethnographic ancestral belongings.
- 17.16. In the event that any site, objects or artifacts are mutually determined to be associated with another Indigenous nation, the Assembly and Parks Canada will dialogue with the appropriate Indigenous authorities from that nation.
- 17.17. An archaeology Stewardship Plan will be developed by the Assembly and Parks Canada and will include, but not be limited to, the following:
 - a. Process for determining need and advisability for archaeological surveys within the Lands consistent with this Arrangement.
 - b. Protocols regarding the development of archaeological survey plans and activities, including disposition of materials found.
 - c. Protocols regarding the management of active and former archaeological survey sites including the maintenance and access to reports and records.
 - d. Process for determining research priorities including protocols for cooperating with outside research agencies such as academic institutions or third-party research initiatives.

Collections

- 17.18. Parks Canada will ensure that Mi'kmaw archaeological and ethnographic ancestral belongings that are or have been removed from the Lands and are in the possession of Parks Canada will remain in Mi'kma'ki and accessible to the Mi'kmaq unless otherwise

mutually agreed to. The Parties will establish a technical committee to develop a process to achieve this objective.

- 17.19. Upon request, Parks Canada will negotiate in good faith with the Mi'kmaq the transfer of possession of Mi'kmaw archaeological and ethnographic ancestral belongings that are or have been removed from the Lands and in the possession of Parks Canada.
- 17.20. Parks Canada will not use or publicly display, without the consent of the Mi'kmaq, Mi'kmaw archaeological and ethnographic ancestral belongings that are or have been removed from the Lands and in the possession of Parks Canada.
- 17.21. Upon request by Mi'kmaq, Parks Canada will facilitate access to Mi'kmaw archaeological and ethnographic ancestral belongings that are or have been removed from the Lands and in the possession of Parks Canada.
- 17.22. The Board will provide advice on any agreements, protocols, plans or policies developed respecting Mi'kmaw archaeological and ethnographic ancestral belongings that are or have been removed from the Lands and in the possession of Parks Canada and advice on whether a Stewardship Plan is recommended.

Inventory and Information Sharing

- 17.23. Parks Canada will continue to maintain an inventory of all known Mi'kmaw archaeological and ethnographic ancestral belongings in, on or from the Lands or otherwise in Parks Canada's possession, custody or control. Parks Canada will provide a copy of the current inventory and any updates to the Mi'kmaq and the Board upon request within a reasonable timeframe.
- 17.24. Parks Canada will share with the Assembly and the Board, at the time of receipt by Parks Canada, information concerning Mi'kmaw archaeological and ethnographic ancestral belongings originating from the Lands that are now outside Parks Canada's possession, custody or control,
- 17.25. Within the limits of the *Privacy Act*, Parks Canada will share with the Assembly and the Board all curatorial records that have applicability or relevance to the Mi'kmaq of Nova Scotia, their ancestors and Mi'kmaw archaeological and ethnographic ancestral belongings.

18. HUMAN REMAINS, BURIAL SITES AND BURIAL MATERIALS

- 18.1. All Mi'kmaw human remains, burial sites and burial materials in, on or from the Lands will be managed on the advice of the Board, and must be in accordance with the *Assembly of*

Nova Scotia Mi'kmaq Chiefs Principles of Mi'kmaq Ancestral Remains Protocols, attached as Schedule B, and Parks Canada's *Management Directive 2.3.1: Human Remains, Cemeteries and Burial Grounds*. Parks Canada's *Management Directive 2.3.1: Human Remains, Cemeteries and Burial Grounds* is available on Parks Canada Intranet and was shared with the Mi'kmaq. While this directive can be amended, reviewed or replaced in the future, the Assembly and Parks Canada will always refer to its most current version. Parks Canada will provide the Assembly with the current version upon request and with the new version as it is available.

- 18.2. Upon the identification of a burial site the Assembly and Parks Canada will develop a plan specific to the nature of the site involved and forward the plan to the Board. In the event that the Assembly and Parks Canada recommend to the Board that the site remain publicly undisclosed, the plan will be discussed with the Board *in camera*.
- 18.3. Parks Canada will ensure that appropriate Parks Canada staff are informed of the site-specific plans for all identified burial sites, including their undisclosed status if so designated, and will facilitate Mi'kmaq access to these areas for sacred and ceremonial purposes if mandated in the plan.
- 18.4. Parks Canada will share with the Assembly and the Board, at the time of receipt by Parks Canada, information concerning Mi'kmaq human remains, burial sites and burial materials outside Parks Canada's possession, custody or control.

19. STEWARDSHIP MANAGEMENT AND PLANNING

- 19.1. Harvesting of plants and animals will be carried out by Mi'kmaq in accordance with this Arrangement, applicable law, and Stewardship Plans concluded in accordance with this Arrangement.
- 19.2. For greater certainty, the Mi'kmaq agree they will harvest plants and animals within the Lands on the condition the harvesting of such plants and animals is addressed in the Stewardship Plan concluded in accordance with this Arrangement and attached as Schedule C.
- 19.3. The Assembly and Parks Canada may agree to amend or terminate the Stewardship Plan attached as Schedule C.
- 19.4. Stewardship Plans will be concluded, reviewed, amended, and terminated in accordance with the following process:

- a. Excluding Stewardship Plans concluded by the Assembly and Parks Canada before the effective date of this Arrangement, the Board will as expeditiously as possible prepare and recommend a Stewardship Plan to the Assembly and Parks Canada. As soon as possible following receipt of the Board's recommended Stewardship Plan, the Assembly and Parks Canada will negotiate and conclude the Stewardship Plan.
- b. The Board will periodically review Stewardship Plans and recommend the Assembly and Parks Canada amendments to Stewardship Plans, or the termination of such plans.
- c. Despite 19.4.a. and b., in urgent circumstances the Assembly and Parks Canada may conclude, review, amend, or terminate a Stewardship Plan without the involvement of the Board.

19.5. A Stewardship Plan will address at least the following:

- a. the species of plants and animals subject to harvesting;
- b. ecological integrity and conservation, including climate change considerations;
- c. manner of harvesting, including methods, tools and gear type;
- d. method of access;
- e. limitations and restrictions on harvesting, including quotas, zones, seasons, days of week, hours of day, locations;
- f. reporting and information sharing;
- g. public, visitor, and harvester safety;
- h. a plan for public education and communications; and
- i. any other factors identified by the parties.

19.6. If the Assembly or Parks Canada have a concern with harvesting by Mi'kmaq, including the manner of harvesting, the Assembly or Parks Canada may raise the concern with the other, and may obtain the advice of the Board. Mi'kmaq and Parks Canada shall then cooperate in good faith and as quickly as possible to finding a resolution.

19.7. Parks Canada will accept a valid Status Card issued by a Nova Scotia Mi'kmaw community as documentation for this Arrangement. On the advice of the Board and in consultation with Parks Canada, the Assembly will develop and supply to individual Mi'kmaq who do not possess a valid status card issued by a Mi'kmaw community documentation in evidence that the individual in question is authorized by the Assembly to harvest in accordance with this Arrangement.

- 19.8. A Mi'kmaq individual will have such documentation on their person when harvesting within the Lands and show it on reasonable request by Parks Canada.
- 19.9. If Parks Canada, prior to the Effective Date, has granted a lease of lands to a third-party lessee, Mi'kmaq agree they will only harvest plants and animals on or within the Lands within the leasehold if permitted in or by the lease, or otherwise with the consent of the lessee.
- 19.10. Parks Canada will not enter a lease of lands within the Lands after the Effective Date unless the lease reserves to Mi'kmaq the right to harvest plants and animals in accordance with this Arrangement.

20. MI'KMAW ECONOMIC OPPORTUNITIES

General Principles

- 20.1. The Assembly and Parks Canada will work collaboratively to maximize Mi'kmaq participation in economic opportunities on the Lands.
- 20.2. Economic well-being is intrinsically tied to the cultural, social and spiritual well-being of the Mi'kmaq. In order to revive, promote and protect a healthy Mi'kmaw identity, economic self-sufficiency is an important component, which is fostered through the economic opportunities, employment and training.

Contracting Opportunities for Mi'kmaq

- 20.3. Where practical and consistent with the Government of Canada's procurement policies and practices, Parks Canada will work to ensure that Mi'kmaw businesses have every opportunity to bid on procurement by Parks Canada for the supply of goods and services to Parks Canada in respect of the Lands. Parks Canada will do so by at least doing the following:
 - a. use a registry of Mi'kmaw businesses developed by the Assembly (the "Registry") to notify registered business of procurement opportunities;
 - b. develop bidding conditions (date, location, terms and conditions) to better enable and support bidding by Mi'kmaw businesses;
 - c. develop tender/contract packages that better facilitate bidding by smaller, specialized firms.
- 20.4. Parks Canada will routinely share information with the Board concerning anticipated procurement opportunities relating to the Lands.

Mi'kmaw Business Opportunities

- 20.5. Parks Canada will inform the Board annually about continuing and upcoming economic development opportunities in respect of the Lands and seek its advice about how to maximize the participation of Mi'kmaq and Mi'kmaw businesses in such opportunities.
- 20.6. Within two years of the Effective Date of this Arrangement and within every subsequent 5 years, Parks Canada, with the advice of the Board, will facilitate capacity building for Mi'kmaq businesses relating to the Lands, which may include:
- a. engagement sessions for Mi'kmaw businesses with respect to opportunities in relation to the Lands; and
 - b. working with Mi'kmaw businesses to apply and register government programs and funding.
- 20.7. Parks Canada will not limit the number of business licenses to carry on a particular kind of business on the Lands without first obtaining the advice of the Board.
- 20.8. With the advice of the Board, Parks Canada will develop and implement procedures for allocating business licenses that maximize Mi'kmaq participation in economic opportunities relating to the Lands.

Contracting Out Government Services

- 20.9. If Parks Canada decides to contract out services that it would normally undertake internally on the Lands, it will notify the Board as soon as practicable of its decision to do so.
- 20.10. Once such notification has been given, Parks Canada will arrange to meet with the Board to discuss the terms and conditions applicable to Parks Canada's requirement for the services that are to be contracted out. Thereafter, Parks Canada may let the contract in accordance with the Government of Canada's procurement policies and practices.

Career Opportunities, Recruitment and Hiring

- 20.11. The Assembly and Parks Canada are committed to maximizing Mi'kmaq participation in Parks Canada employment in Nova Scotia.
- 20.12. Parks Canada will seek the advice of the Board to maximize Mi'kmaw employment opportunities and identify and remove barriers to the employment of Mi'kmaq in Parks Canada. Where applicable, Parks Canada may also seek advice concerning:
- a. procedures for externally filling a vacant or new position; and,

- b. the methods used to externally advertise a vacant or new position.

21. CONSULTATION

- 21.1. The legal requirements of Parks Canada to consult and, if appropriate, accommodate the Mi'kmaq are not affected or limited by this Arrangement. Parks Canada will continue to meet its legal obligations through the *Terms of Reference for a Mi'kmaq-Nova Scotia-Canada Consultation Process* or other such appropriate instruments.

22. PARKS CANADA MANAGEMENT PROCESS IN RELATION TO THE ARRANGEMENT

- 22.1. Parks Canada has a statutory requirement to develop and maintain Management Plans for all Parks Canada administered heritage places. Parks Canada will seek the advice of the Board at all stages and on all aspects of the preparation of these Management Plans in Nova Scotia and will consult with the Mi'kmaq on such plans.
- 22.2. These Management Plans will accord with this Arrangement.

23. EARTHKEEPER PROGRAM

- 23.1. Parks Canada hereby supports the Assembly in the Mi'kmaq establishment of an Earthkeeper program and applying that program to the Lands and the activities described in this Arrangement.
- 23.2. If the Mi'kmaq establish an Earthkeeper program and apply that program to the Lands and the activities described in this Arrangement:
 - a. the Assembly and Parks Canada will conclude a memorandum of understanding describing the role of the Earthkeeper program and Earthkeepers in respect of the Lands and the activities described in this Arrangement; and,
 - b. the Board may give advice on the role of the Earthkeeper program and Earthkeepers in respect of the Lands and the activities described in this Arrangement.
- 23.3. Parks Canada will pay the cost of such an Earthkeeper program if Parks Canada receives an appropriation for it. Otherwise, there is no obligation on Parks Canada to contribute to the cost of the Earthkeeper program, but Parks Canada will assist and support the Mi'kmaq in identifying and applying for funding from others, including other departments of government.

24. BUDGET RELATED PROVISIONS

- 24.1. Canada must provide the Assembly with annual implementation funding for the purposes of implementing this Arrangement, including Mi'kmaw participation in cooperative management and shared stewardship of the Lands.
- 24.2. Any obligation in this Arrangement to pay funds is subject to:
- a. the required appropriation of funds by Parliament;
 - b. Canada's funding policies, directives and processes; and
 - c. concluding collateral funding agreements outlining the nature of the funding and associated terms and conditions.

25. MISCELLANEOUS

- 25.1. If a provision of this Arrangement requires that the Assembly or Parks Canada perform an obligation within a specified time, unless the context requires otherwise, time is of the essence in the performance of the obligation.
- 25.2. A failure to enforce a provision of this Arrangement does not constitute a waiver of the provision or affect the right to enforce the provision at a later date.
- 25.3. If any provision of this Arrangement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Arrangement and the remainder of this Arrangement continues in full force and effect.
- 25.4. If a provision of this Arrangement is held to be invalid or unenforceable by a court of competent jurisdiction and is severed from the remainder of this Arrangement, the Parties will make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Arrangement.
- 25.5. All notices and other communications required or permitted to be given in this Arrangement will, unless otherwise provided for in this Arrangement, or by mutual consent of the Assembly and Parks Canada, be given in writing and delivered by mail, fax or courier to the following individuals and addresses:

To the Mi'kmaq

Chair, Assembly of Nova Scotia Mi'kmaw Chiefs
75 Treaty Trail
Millbrook, Nova Scotia B6L 1W3
Fax: (902) 843-3882

To Canada

Field Unit Superintendent
Cape Breton Field Unit
Parks Canada Agency
259 Park Service Road
Louisbourg, Nova Scotia B1C 2L2
Fax: (902) 733-2362

Field Unit Superintendent
Mainland Nova Scotia Field Unit
Parks Canada Agency
PO Box 9080, Station A
Halifax, Nova Scotia B3K 5M7
Fax: (902) 426-4228

AND

Field Unit Superintendent
Northern New Brunswick Field Unit
Parks Canada Agency
186, Route 117
Kouchibouguac National Park, NB E4X 2P1
Phone: (506) 876-1236
Fax: (506) 876-4802

A Party may change its address or the official who is to receive notices and other communications by giving written notice of the change to the other Party.

- 25.6. This Arrangement enures to the benefit of and binds each Party and its successors and assigns.
- 25.7. The sections of this Arrangement, and the schedules, will be read together and interpreted as one Arrangement.
- 25.8. The division of this Arrangement into chapters, parts and sections and the insertion of captions and headings is intended solely for the convenience of the reader, and will not affect the interpretation of this Arrangement.
- 25.9. In this Arrangement, words importing the singular number include the plural and the singular, words importing the plural include the singular and the plural and all references to gender include the female and male as the context requires.

- 25.10. References in this Arrangement to “preamble”, “chapter”, “part”, “section”, “subsection”, “clause”, or “schedule” are to the preamble, chapter, part, section, subsection, clause or schedule of this Arrangement unless otherwise stated.
- 25.11. Parks Canada and the Assembly will take all steps that are necessary to give full effect to the provisions of this Arrangement.

26. MONITORING AND REVIEW

Monitoring and Evaluation of the Toqi'maliaptmu'k Arrangement

- 26.1. The Board will monitor the implementation of this Arrangement and the Mi'kmaq and Parks Canada will meet annually to consider, on the advice of the Board, whether the commitments set out in this Arrangement are being achieved.

27. DEFINITIONS

- 27.1. The following words have the following meanings in this Arrangement:

“Assembly” means the Maw-lukutijik Saqmaq ukjit Parks representing Mi'kmaw communities in the Province of Nova Scotia participating in this Arrangement.

“Board” means the Co-management board established under section 16 of this Arrangement.

“Effective Date” means April 1, 2025 or such other date that is agreed by the Parties.

“Federal Real Property” has the same meaning as “federal real property” in the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50.

“Management Plan” means the management plan required under section 11 of the Canada National Parks Act that has been approved by the Minister as provided in section and that is in effect from time to time.

“Mi'kmaq/Mi'kmaw” means an individual of Mi'kmaw ancestry who is a member of one of the Participating Communities and collectively all the members of the Participating Communities.

“Minister” means the Minister of the Environment and Climate Change Canada for purposes of the Parks Canada Agency or the Minister's Delegate.

“Parks Canada” means the agency established by the Government of Canada under the *Parks Canada Agency Act*, Statutes of Canada 1998, Chapter 31.

“Participating Community” means a Mi'kmaw First Nation (Band) that has entered this Arrangement, as attested by the signature to this Arrangement by its Chief, at any time, including after the Effective Date, and has either: (a) not withdrawn from this Arrangement (in accordance

with the procedure described in this Arrangement); or (b) has withdrawn from this Arrangement and re-entered this Arrangement (in accordance with the procedure described in this Arrangement).

“Sable Island National Park Reserve of Canada” means the area described as Sable Island National Park Reserve of Canada in schedule 2 of the *Canada National Parks Act*.

“Stewardship Plan” means a plan as described in the Arrangement.

“Treaty” means those Peace and Friendship Treaties signed between the Crown and the Mi’kmaq of Nova Scotia.

27.2. The Mi’kmaq concepts described in the glossary attached as Schedule D are intended as an aid to Canada and the Board to help familiarise them with the described concepts. The concepts described in the glossary do not, and are not intended to define or limit their application within this Arrangement nor how these concepts are applied by the Board.

28. SIGNATORIES

Signed, the 6th day of March 2025

On behalf of His Majesty the King in right of Canada



The Honorable Steven Guilbeault
Minister of the Environment, for the Parks Canada Agency

Signed, the 7th day of March 2025

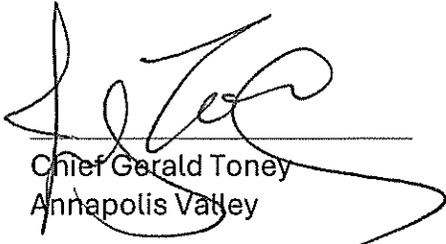
On behalf of His Majesty the King in right of Canada



The Honorable Gary Anandasangaree
Minister of Crown-Indigenous Relations

Signed, the 26 day of February 2025

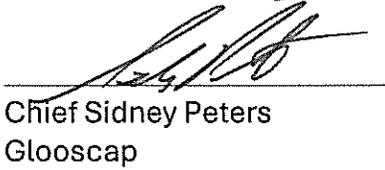
On behalf of the respective Participating Communities



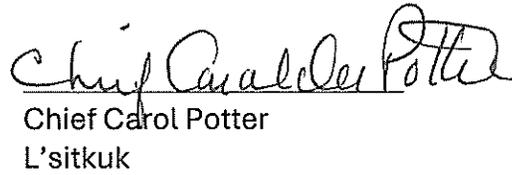
Chief Gerald Toney
Annapolis Valley



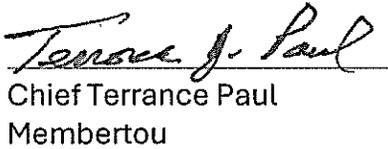
Chief Leroy Denny
Eskasoni



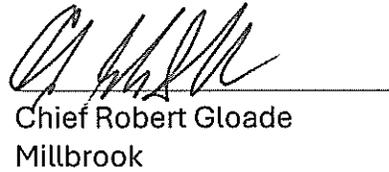
Chief Sidney Peters
Glooscap



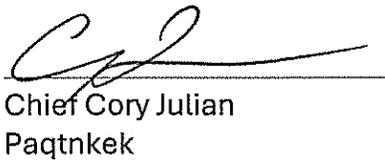
Chief Carol Potter
L'sitkuk



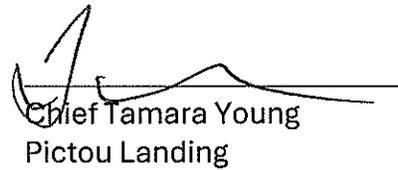
Chief Terrance Paul
Membertou



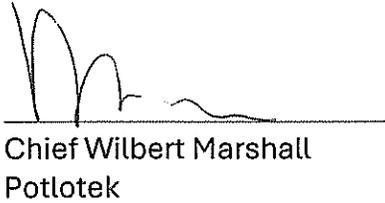
Chief Robert Gloade
Millbrook



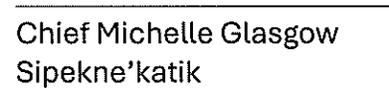
Chief Cory Julian
Paqtnkek



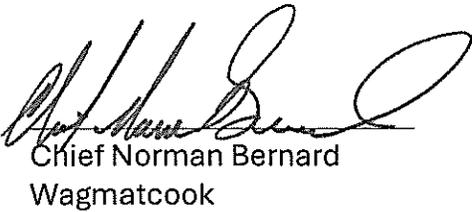
Chief Tamara Young
Pictou Landing



Chief Wilbert Marshall
Potlotek



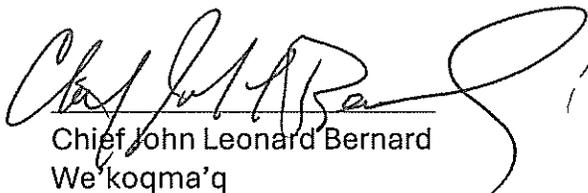
Chief Michelle Glasgow
Sipekne'katik



Chief Norman Bernard
Wagmatcook



Chief Deborah Robinson
Wasoqopa'q

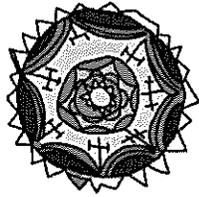


Chief John Leonard Bernard
We'koqma'q

SCHEDULE A : ELIGIBLE EXPENDITURE FOR THE BOARD

1. administrative expenses (e.g. phone, fax, internet, other utilities, bank fees, office supplies and materials)
2. contracted and professional service costs other than travel costs (would include costs related to training, etc.)
3. meeting expenses (e.g. hall, rent, supplies, hospitality)
4. GST or HST paid that is not eligible for reimbursement or exemption
5. outreach materials (e.g. printing costs, web site development; surveys)

SCHEDULE B : PRINCIPLES OF MI'KMAW ANCESTRAL REMAINS PROTOCOLS



Maw-lukutijjik Saqmaq
Assembly of Nova Scotia
Mi'kmaw Chiefs

FOR EXTERNAL DISTRIBUTION 2016

Principles of Mi'kmaw Ancestral Remains Protocols

These are to be used to guide all matters relating to Mi'kmaw ancestral remains

Basic Principle

Ancestors should be left to rest and their remains should not be disturbed.

This is the foundation of all policies and procedures developed by the Mi'kmaq of Nova Scotia regarding ancestral remains.

Guiding Principles

1. Mi'kmaq are the authorities regarding the care and control of the remains of Mi'kmaw ancestors.
All L'nu'k in Mi'kma'ki, including Ancient People, are considered Mi'kmaw ancestors. Their care is a responsibility of the Mi'kmaq.
2. Remains include remains of individuals, their graves and their burial sites.
3. The Lead Chief of the Culture, Heritage and Archaeology Portfolio is the Assembly-appointed Chief responsible for matters involving Mi'kmaw ancestral remains.
4. If suspected remains of Mi'kmaw ancestors are encountered, non-Mi'kmaw discoverers are asked to immediately contact the Archaeology Research Division at KMKNO on behalf of the Assembly of Nova Scotia Mi'kmaw Chiefs, who will immediately inform the Lead Chief of the Culture, Heritage and Archaeology Portfolio to determine next steps.
5. No material removal is to occur prior to contacting the KMKNO unless the remains are in imminent danger of loss or destruction. Material removal from its place of discovery, if deemed necessary according to preceding sentence, must happen in a respectful and honourable manner.
6. If material has been removed, place in red fabric (such as felt) bundle tied with red string. Place bundles in a birch bark container if available. Make a tobacco offering (loose tobacco) in birch bark container, or in red bundles, if no birch bark container immediately available. Await feedback from KMKNO.
7. No testing or invasive procedures shall be carried out, unless deemed acceptable by the Assembly of Nova Scotia Mi'kmaw Chiefs in accordance with the guidance of their Elders and communicated through their designate.

KMKNO, Senior Archaeologist Contact Information:

Heather MacLeod-Leslie, PhD

hml@mikmaqrights.com

O: 902-843-3880 M: 902-956-4247

SCHEDULE C: STEWARDSHIP PLAN

Fishing, Hunting and Gathering Stewardship Plan

Pursuant to Section 19 of the Toqi'maliaptmu'k Arrangement

This Stewardship Plan is Appended to and Forms Part of the Toqi'maliaptmu'k Arrangement and Applies to the Lands as Defined Therein

PREAMBLE

The Toqi'maliaptmu'k Arrangement acknowledges that the Mi'kmaq of Nova Scotia are free to hunt, fish and gather in National Parks and Historic Sites pursuant to the Toqi'maliaptmu'k Arrangement, applicable law, and a mutually developed and agreed to Stewardship Plan.

This Stewardship Plan comes into force upon the Effective Date of the Toqi'maliaptmu'k Arrangement and remains in effect while that Arrangement is valid.

This Stewardship Plan may be amended from time to time pursuant to section 19 of the Toqi'maliaptmu'k Arrangement.

SHARED PRINCIPLES AND VALUES

Within the Toqi'maliaptmu'k Arrangement, the Parties have agreed to the following Shared Principles:

A. Mi'kmaq and Parks Canada Co-management

The Mi'kmaq have been here since time immemorial. The Lands have significance to the Mi'kmaq and their ancestors and are important places in the Treaty relationship developed with all Canadians.

Where Parks Canada and the Mi'kmaq over the recent past have forged a relationship, this Arrangement represents the next step to strengthening that relationship.

This relationship is rooted in the stewardship of natural and cultural resources of the Lands and is intended to foster reconciliation in a way that reflects the shared values of Parks Canada and the Mi'kmaq.

B. Netukulimk, Msit Ko'kmaq, Msit No'kmaq (all My Relations) and Etuaptmumk are important and equal Management Concepts for the Lands

The Mi'kmaq and Parks Canada see the importance of Netukulimk and ecological integrity as an example of Etuaptmumk or also known as Two-Eyed Seeing. Netukulimk is a broad concept used by the Mi'kmaq to explain how the Mi'kmaq live in harmony with the natural world around them. Like the concept of ecological integrity, it includes stewardship and conservation. Mi'kmaq stewardship is about sharing and reciprocity between individuals, human and non-human, a respect for the land and the gifts it provides, the careful use of these resources, and natural self-regulation of resources in times of scarcity or hardship.

In the spirit of two-eyed seeing, the Mi'kmaq and Parks Canada acknowledge and respect each other's understandings of the Lands through principles of Netukulimk and through scientific, cultural and ecological integrity, and seek to ensure the respectful recognition and implementation of Mi'kmaq values, concepts and knowledge system.

Msit No'kmaq and Msit Ko'kmaq, or "all my relations", is the Mi'kmaw belief that humans are physically and spiritually related to all elements of the natural world and that this relationship is the basis of land and resource management.

C. Renewable Resource Management

The exercise of renewable resource stewardship on and within the Lands must embody Netukulimk, Msit No'kmaq, Msit Ko'kmaq and Etuaptmumk, ensuring that decisions are grounded in conservation and Toqi'maliaptmu'k. For Mi'kmaq, the exercise of stewardship is a balance between livelihood and ensuring the protection and careful utilization of the resources not only today, but for future generations. Part of this includes Mi'kmaq teachings, lessons, and the involvement of youth and elders.

Netukulimk also is about "the use of the natural bounty provided by the Creator for the self-support and well-being of the individual and the community by achieving adequate standards of community nutrition and economic well-being without jeopardizing the integrity, diversity or productivity of" the Lands.

STEWARDSHIP PLAN APPLICATION AND PROVISIONS

Subject to the Toqi'maliaptmu'k Arrangement and applicable law and pursuant to section 19 of the Arrangement:

GENERAL PROVISIONS FOR ALL FISHING, HUNTING AND GATHERING

<p>Conservation/Ecological Integrity Considerations</p>	<ul style="list-style-type: none"> • This Stewardship Plan is in place to ensure common understanding of fishing, hunting, and gathering practices by Mi'kmaq on the Lands and to promote shared Mi'kmaw principles and values in the conservation of the Lands. • The Parties will annually review this Stewardship Plan to reflect new information respecting Mi'kmaw knowledge, conservation and ecological integrity goals for the Lands. • The Parties may conclude species-specific Stewardship Plans to collaborate on conservation projects and initiatives. These Plans may include restoration and monitoring efforts.
<p>Public Communications</p>	<ul style="list-style-type: none"> • This Stewardship Plan and any ancillary documents will be made public and Parks officials and Mi'kmaw

	<p>Earth Keepers will liaise with harvesters and visitors respecting the Stewardship Plan.</p> <ul style="list-style-type: none"> • Signs and other communication materials may be produced to communicate to the public about ongoing harvesting activities that may occur on the Lands to promote understanding, education, and Mi'kmaw/Parks shared values and principles. • An overarching Co-Management Communication Plan may be developed by the Parties if deemed necessary.
Identification	<ul style="list-style-type: none"> • For the purpose of implementation of the Arrangement and Stewardship Plans, the Mi'kmaq of Nova Scotia and Parks Canada agree that a valid Status Card issued by a Nova Scotia Mi'kmaw community will be the documentation used to identify Mi'kmaw harvesters. A Mi'kmaw individual shall have this documentation when harvesting and show it on reasonable request by Parks Canada. Where an individual does not possess a valid Status Card, the Mi'kmaq, in consultation with Parks Canada, will develop and supply documentation in evidence that the individual in question is authorized by the Mi'kmaq to harvest in accordance with the Arrangement and Stewardship Plans.

FISHING

Species Fished	<ul style="list-style-type: none"> • This Stewardship Plan addresses any aquatic species that may be harvested by Fishing Activities on the Lands. If the Parties intend that specific Parks Canada Land(s) are not included within this Stewardship Plan, a specific exclusion shall be noted. • Fishing Activities are defined as fishing for, catching or attempting to catch fish by any method. Fish means all species of fish including shellfish. • Any provincially or federally listed aquatic Species at Risk, or Mi'kmaq identified species of concern shall not be harvested. • A listing of Species at Risk or Mi'kmaq identified species of concern shall be appended to this Stewardship Plan. • Any aquatic species harvested pursuant to a species-specific plan shall be noted and that species-specific plan shall incorporate and supersede this one for that species.
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	<ul style="list-style-type: none"> • Harvesting of the following species requires a species-specific plan to ensure that a co-developed and co-managed approach is taken to promote species conservation, and no fishing is allowed unless provided for in the species-specific plan: <ul style="list-style-type: none"> • Plamu (salmon) in Cape Breton Highlands National Park <ul style="list-style-type: none"> ▪ A listed species at risk, salmon populations in Cape Breton Highlands are conservation/restoration efforts are underway to stabilize and improve fish and habitat health. Future discussions of salmon harvest will be based on sustainable populations. • Katew (eel including elver) for all Parks Canada Sites <ul style="list-style-type: none"> ▪ To co-create a plan to develop better understanding and monitoring of eel, so that appropriate conservation measures can be taken together. Future discussions of eel including elver harvest will be based on sustainable populations. • A species-specific plan may be considered in the future for the following, but until a species-specific plan is adopted for brook trout the general provisions of this Fishing, Hunting and Gathering Stewardship Plan will apply: <ul style="list-style-type: none"> • brook trout in Kejimikujik National Park <ul style="list-style-type: none"> ▪ Due to invasive species, there is some concern on the health of the Brook Trout population.
Harvest Methods	<ul style="list-style-type: none"> • Harvesters can access fishing opportunities in the park by shore or non-motorized watercraft to ensure visitor safety. • In following Netukulimk and promoting species conservation, nets shall not be used unless otherwise prescribed in a species-specific plan. • To promote best practices for conservation, ensure that hazardous objects are not introduced in the environment and ensure that invasive species are not introduced into the ecosystem, live bait or chemical attractants, lead jigs, sinkers, and weights will not be used.

Catch Limitations and Use of Harvested Materials	<ul style="list-style-type: none"> • Unless prescribed in a species-specific plan, there are no catch limits. Harvesters will follow Netukulimk; in doing so, ensuring the careful use of resources and respect for the Lands and the fish that are harvested ensuring that catch amounts reflect harvester need.
Monitoring and Reporting	<ul style="list-style-type: none"> • The Parties will develop a voluntary electronic reporting system for harvesters to provide data for Stewardship consideration if mutually deemed required.
Safety and Health	<ul style="list-style-type: none"> • For greater certainty, Federal and Provincial boating safety rules and regulations shall apply to fishing from watercraft. • Harvesters should be knowledgeable of their surroundings and make plans to ensure their safety. • Harvesters should be knowledgeable about health and safety risks about potential toxicity of shellfish or other potential chemical impacts on fish in the environment.

HUNTING AND TRAPPING

Species Hunted	<ul style="list-style-type: none"> • This Stewardship Plan addresses any species that may be harvested by Hunting and Trapping Activities on the Lands. • Hunting means to trap, chase, pursue, worry, follow after or on the trail of, search for, shoot at, stalk, lie in wait for, or to attempt, in any manner, to capture, kill or injure any wildlife whether or not the wildlife is captured, killed or injured. • Trapping means placing of one or more traps in locations where wildlife may be trapped. Trap means a snare, spring trap, deadfall, box trap, net or device used to capture wildlife. • As described above, any Hunting and Trapping activities require a specific operational plan for each event. • In the event that an animal is found already deceased, that animal or associated animal materials may be harvested as a person comes upon that animal. • Unless this Stewardship Plan is amended, due to safety concerns, Kejimikujik National Park, Louisbourg and Cape Breton Highlands National
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	<p>Park are the only Lands where Hunting and Trapping are mutually approved.</p> <ul style="list-style-type: none"> • Any provincially or federally listed Species at Risk or Mi'kmaq identified species of concern shall not be harvested. • A listing of Species at Risk or Mi'kmaq identified species of concern shall be appended to this Stewardship Plan. • Any hunted or trapped species harvested pursuant to a single operational harvest plan shall be noted and that operational harvest plan shall incorporate and supersede this one for that species.
Specific Operational Plans	<ul style="list-style-type: none"> • Authorized representatives for the Assembly will notify Parks Canada annually of proposed Hunting and Trapping Activities by Mi'kmaw communities, groups or individuals. • Due to safety concerns, the Parties will develop annual specific Hunting and Trapping operational plans for requested harvest activities. • The operational plans will address all safety considerations including, but not limited to, dates of harvest, specific sites of harvest, specific methods of harvest, communication and coordination procedures in advance and during the harvest, the number of harvesters involved, reporting mechanisms and monitoring.
Harvest Methods	<ul style="list-style-type: none"> • Methods are as described in the definition of Hunting and Trapping Activities or as agreed to in the specific operational plan.
Harvest Limitations Use of Harvested Materials	<ul style="list-style-type: none"> • The agreed to operational plan for specific harvests will identify species being harvested and number of animals being harvested. • Harvesters will follow Netukulimk; in doing so, ensuring the careful use of resources and respect for the Lands and the animals that are harvested.
Monitoring and Reporting	<ul style="list-style-type: none"> • The agreed to operational plan for specific harvests will identify monitoring and reporting mechanisms.
Safety and Health	<ul style="list-style-type: none"> • For greater certainty, all laws respecting harvester safety and firearm safety will apply, including applicable firearms registration regulations.

GATHERING

Species Gathered	<ul style="list-style-type: none"> • This Stewardship Plan addresses plants, fungi, insects, lichens and related organisms that may be
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	<p>harvested by Gathering Activities on the Lands. If the Parties intend that specific Parks Canada Land(s) are not included within this Stewardship Plan, a specific exclusion shall be noted.</p> <ul style="list-style-type: none"> • Gathering Activities are defined as the collection of plants or animal materials not procured through Hunting. • Any provincially or federally listed plant, insect, fungi and lichen Species at Risk or Mi'kmaq identified species of concern shall not be harvested. • A listing of the relevant Species at Risk or Mi'kmaq identified species of concern shall be appended to this Stewardship Plan. • Any species harvested pursuant to a species-specific plan shall be noted and that species-specific plan shall incorporate and supersede this one for that species.
Harvest Methods	<ul style="list-style-type: none"> • Unless mutually agreed to by the Parties, all Gathering Activities will be conducted with manual non-motorized tools and methods.
Harvest Limitations Use of Harvested Materials	<ul style="list-style-type: none"> • In the event that a harvester wants to harvest a whole tree or trees, a specific operational plan will be developed by the Parties.
Monitoring and Reporting	<ul style="list-style-type: none"> • The Parties will develop a voluntary electronic reporting system for harvesters to provide data for Stewardship consideration if mutually deemed required.
Safety and Health	<ul style="list-style-type: none"> • No safety or health concerns have been identified for Gathering Activities. • Should safety and health considerations arise. The Assembly and Parks Canada will address them through this Stewardship Plan or the specific operational plan developed for the activity.

SCHEDULE D: GLOSSARY OF MI'KMAW CONCEPTS AND TERMS

Etuaptmunk - To help describe how both science and Indigenous Knowledge can work together harmoniously as a way to encourage co-learning between settlers and Indigenous peoples. It encourages the realization that beneficial outcomes are much more likely in any given situation when we are willing to bring two or more perspectives into play. Etuaptmunk or Two-eyed Seeing can be understood as the gift of multiple perspectives, which is treasured by the Mi'kmaw people.

L'nu'k – The people of this land, also refers to people of common tongue. This would include different tribes such as we the Mi'kmaq.

Maw-lukutjik Saqmaq ukjit Parks – The Chiefs that are working together for Parks.

Msit Ko'kmaq - All your relations, this would include all living things, not just those in human form such as animals, plants and even water.

Msit No'kmaq – All my relations, this would include all living things, not just those in human form such as animals, plants and even water.

Netukulimk - is a culturally-rooted concept which refers to the use of the natural bounty provided by the Creator for the self-support and well-being of the individual and the community. Netukulimk is achieving adequate standards of community nutrition and economic well-being without jeopardizing the integrity, diversity, or productivity of our environment.

Nmitki - Our home and native land, our homeland. It can mean Mi'kmaki or even all of Turtle Island.

Toqi'maliaptmu'k – We're taking care of it together - the two of us.