

ASSESSMENT OF GOVERNANCE, CONSULTATION, AND ENGAGEMENT FRAMEWORKS IN THE AKAMI-UAPISHKU-KAKKASUAK–MEALY MOUNTAINS NATIONAL PARK RESERVE

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Executive Summary

This report presents the findings of an independent, general review commissioned by Parks Canada to examine the current engagement and partnership landscape associated with the establishment and management of Akami-Uapishk^u-KakKasuak–Mealy Mountains National Park Reserve. The review is mindful of the Parks Canada's Indigenous Stewardship Policy, which emphasizes respectful relationships, shared responsibility, and meaningful involvement in stewardship and management, while recognizing that Indigenous governance arrangements, legal status, and roles vary. The review was designed to support pragmatic, near-term solutions that would allow park establishment and operations to proceed while broader rights, governance, and legal questions continue to be addressed through appropriate federal processes.

The review was conducted over approximately 18 months and involved a structured document review, background briefings with Parks Canada, and bilateral discussions with Indigenous partners and advisory board representatives, consistent with the approved Terms of Reference. The purpose of the review was not to adjudicate Indigenous identity or determine section 35 rights, but to understand the practical operating environment, identify areas of friction or misalignment, and propose workable paths forward that honour Parks Canada's mandate and the existing comprehensive land claim agreements and the agreements that flow out of them.

A central finding of the review is that Parks Canada is operating within a complex and highly charged context shaped by multiple, legitimate Indigenous and local interests and perspectives. Consistent with its Indigenous Stewardship Policy, the Agency seeks to work respectfully with Indigenous governments, advisory boards, and other Indigenous and local communities with interests in the park area. In this case, however, differing agreements, objectives, and practices are not well aligned, and in some instances are directly conflicting. Where these mismatches are not clearly managed, they have increasingly affected Parks Canada's ability to advance routine planning, heritage protection, and operational activities in a timely and predictable manner.

Within this broader context, the review observes that some existing engagement mechanisms, while established in good faith, are not functioning as intended or are being asked to carry responsibilities beyond their original design. One such mechanism is the Shared Understanding Agreement (SUA) with the NunatuKavut Community Council (NCC), which was established as a pragmatic accommodation of asserted rights but has evolved in practice in ways that blur the distinction between consultation, collaboration, and governance. The associated NunatuKavut Consensus Board (NCB) has, at times, been treated by participants as a governance-like body, even though it was not established with a clear public-interest mandate or with an accepted rights-based claim or comprehensive agreement underpinning it. This has contributed to confusion, duplication, and friction with Innu Nation and Nunatsiavut Government, and has not reliably supported Parks Canada's ability to move forward on operational priorities.

The review also confirms that the duty to consult with NunatuKavut arises on a project-specific basis where Crown conduct may adversely affect asserted rights, and that this duty—consistent with established law and policy—is distinct from recognition, co-management, or shared decision-making.

Consultation obligations can be met through a range of tools and processes, and do not require a single standing governance structure. Where the duty to consult is triggered, notice and consultation must be directed to the appropriate party rather than to an advisory or consensus body. In the current environment, reliance on the SUA and NCB as proxy consultation mechanisms has, in some instances, impeded rather than facilitated effective engagement.

More broadly, the review finds that while Parks Canada remains committed to inclusive and collaborative approaches, expectations for tripartite or fully unified arrangements among Innu, Inuit, and NCC representatives are unlikely to be met in the near term under current conditions. The differences in legal status, governance responsibilities, and asserted interests among the parties create structural barriers that cannot be resolved through process design alone. Continued efforts to force unified tables risk entrenching conflict rather than enabling progress.

In response, the report outlines a set of pragmatic directions for Parks Canada to consider, aimed at strengthening stewardship outcomes while respecting the diversity of Indigenous governance arrangements and perspectives. These include clarifying the distinction between consultation, engagement, and governance; discontinuing engagement structures that are not fit for purpose; strengthening direct, activity-based engagement with individuals and families as traditional users; and focusing collaboration with Indigenous governments through existing co-management and advisory bodies established under land claim and related agreements. Detailed recommendations are set out later in the report and are intended to support near-term operational progress without prejudicing ongoing rights-related discussions.

In summary, this review concludes that while Parks Canada remains committed to reconciliation, Indigenous stewardship, and respectful engagement with Indigenous governments, rights-holding partners, and other Indigenous and local communities with interests in the park area, its current engagement framework requires adjustment to remain effective. Clearer roles, more differentiated tools, and a renewed focus on practical implementation are necessary to allow the park to move forward in a lawful, transparent, and constructive manner within a complex and evolving context.

Key Findings and Recommendations

The *Canada National Parks Act* provides for establishing national park reserves in Canada dedicated to the people of Canada for their benefit, education and enjoyment, and that the parks shall be maintained and made use of so as to leave them unimpaired for the enjoyment of future generations.

To this end, Parks Canada may develop and enter into collaborative management agreements. It is common for such arrangements to be entered into in the context of a land claim that has been accepted for negotiation.

Parks Canada has the mandate to manage national parks, and their approach, since the 1990s, has been co-operative management (evolving toward Indigenous Stewardship). Co-operative management arrangements generally resulted in the creation of Co-operative Management Boards (“**CMB**”). A single Co-operative Management Board was included in the Memorandum of Agreement for Akami-Uapishk^U–KakKasuak–Mealy Mountains National Park Reserve, which is situated in central



Labrador. ("**Park**"), intended to advise Parks Canada, amongst others, on the management of the Park.

With regard to the Park, Parks Canada and Newfoundland and Labrador established a Steering Committee to perform a study between 2004 and 2008 on the feasibility of establishing a National Park Reserve in the Mealy Mountains. Members of this Steering Committee included both the Innu Nation and the Nunatsiavut Government ("**NG**"), both of which had recognized land claims. It also included other organizations, i.e., Combined Councils of Labrador, NunatuKavut Community Council Inc. (formerly Labrador Metis Nation), Central Labrador Economic Development Board, and the Southeastern Aurora Development Corporation, which are councils and organizations who hold an interest in the area. A Steering Committee concluded that a National Park Reserve was feasible and submitted a consensus recommendation regarding a national park reserve boundary and a framework for the continuation of traditional activities and land use in the Park by Labradorians.

On February 5, 2010, Canada and the Government of Newfoundland and Labrador entered into a *Memorandum of Understanding Respecting the Establishment of a National Park Reserve in the Mealy Mountains in the Province of Newfoundland and Labrador* that endorsed a conceptual boundary and agreed to negotiate a land transfer agreement and a final boundary.

On July 31, 2015, a *Land Transfer Agreement* was entered into between the Government of Canada and the Government of Newfoundland and Labrador, providing for the transfer of administration and control of the Lands from Newfoundland and Labrador to Parks Canada for the establishment of the National Park/ National Park Reserve. The respective Innu and Inuit CMBs, as set out in the *Land Transfer Agreement*, were mandated to advise Parks Canada on matters related to management of the Park and the development of the Park Management Plan ("**Land Transfer Agreement**").

The *Land Transfer Agreement* also provided for Traditional Land Users, being "(a) a person: i. born in the Area or a Community, ii. Born to a biological parent who, at the time of that birth, was ordinarily resident in the Area or a Community, iii. adopted at law by a parent who, at the time the adoption took legal effect, was ordinarily resident in the Area or a Community, or iv. ordinarily resident in the Area or a Community or Communities for 10 consecutive years; and (b) a child, spouse, or common law partner of a person described in (a)." The "Area" is defined as within 50 km of the Park boundary and a "Community" is defined as being the seven specific communities identified in the *Land Transfer Agreement*.

Moreover, Article 14.1 of the *Land Transfer Agreement* provides sets out the list of traditional activities and land use by Traditional Land Users:

"14.1 Parks Canada will provide, in perpetuity, for the continuation of, in the National Park Reserve or National Park, the following traditional activities and land use by Traditional Land Users, subject to such terms, conditions, limits, seasons, and measures as Parks Canada considers reasonable to ensure Sustainable use or conservation:

- (a) the use of over-snow vehicles to access cabins and carry out traditional activities and land use;
- (b) fishing, including ice fishing;



- (c) berry picking;
- (d) motor boating;
- (e) gathering medicinal and healing herbs;
- (f) boil-ups (lunch and picnic fires);
- (g) hunting (ducks, geese, ptarmigan, porcupine, and grouse);
- (h) trapping, including for commercial purposes;
- (i) snaring (snowshoe hare and ptarmigan);
- (j) transporting and using firearms and ammunition for personal safety and hunting, and trapping;
- (k) cutting wood for personal use; and
- (l) camping.”

Article 14.10 of the *Land Transfer Agreement* provides for the establishment, funding and maintenance of a local advisory committee by Parks Canada that will include several members chosen from the Communities for the purpose of advising Parks Canada on issues related to the carrying on of traditional activities and land uses listed in section 14.1.

There are two groups which have recognized and accepted comprehensive land claims – the Inuit of Labrador, represented by NG have settled their land claim in a final Land Claims Agreement in January 2005. They also party to an *Impacts and Benefit Agreement* with Parks Canada signed on May 20, 2020. 8% of the Park land overlaps Labrador Inuit Settlement Lands.

The Innu of Labrador, as represented by the Innu Nation, first submitted a comprehensive land claim in 1978, entered into Framework agreement with the Government of Canada in 1996, and on November 18, 2011, the Innu and Government of Canada entered into the *Labrador Innu Agreement-in-principal* (AIP). They also concluded an *Impacts and Benefit Agreement* with Parks Canada signed on July 31, 2018, and have proceeded to negotiations of their final land claim agreement. On August 5, 2021, the Innu signed an *Incremental Treaty Agreement* (“ITA”) with Canada providing for advanced legal effect of the Parks Canada Chapter of the final agreement. 100% of the Park land overlaps Innu Settlement Lands.

The NunatuKavut Community Council Inc. (“NCC”) is a corporation originally founded as an association in 1981 and incorporated as the Labrador Métis Association (LMA) in 1985, changed its name to Labrador Métis Nation (LMN) in 1998 and, then to NCC in 2010. The LMA/LMN submitted a comprehensive land claim in 1991, which was refused, and again at least twice between 1996 and 2010.

On September 12, 2015, NCC and Parks Canada entered into a Shared Understanding Agreement (“SUA”). NCC is currently seeking recognition of its comprehensive land claim, which has yet to occur, and has asserted a claim which includes the entire area of the Park, which has also yet to be accepted. However, the SUA is modeled on an IBA but is less prescriptive.



On September 5, 2019, NCC entered into a *Memorandum of Understanding on the Recognition of Indigenous Rights and Self-Determination*, (“**MOU**”) with Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), on a non-binding and without prejudice basis to explore what rights the members of NCC may have.

Relations between NCC on the one hand and the two recognized Indigenous groups on the other hand have been extremely strained and have resulted in a standoff impeding Parks Canada’s ability to advance its work in managing and developing the Park based on a collaborative approach.

The NCC launched judicial review proceedings challenging the Innu ITA, which proceedings were subsequently withdrawn. The Innu initiated an application before the Federal Court requesting for judicial review of the MOU, which challenged the decision of the Government to enter into the MOU on the grounds that the Minister did not discharge its duty to consult the Innu. This application for judicial review was dismissed by the Federal Court on the grounds that the MOU is without prejudice, non-binding, and meant to establish what rights the NCC may have.

The collaborative approach to managing the Park is reflected in the respective IBAs of the Innu and NG, which established their respective of CMBs, mandated to advise Parks Canada, and are composed of five members, a chair named by both parties who is independent, as well two members named by the Indigenous group and two named by Parks Canada, all four having an obligation to act impartially and in the public interest.

With respect to NCC, the SUA provided for the establishment of a Consensus Board, as distinct from a CMB, composed of an independent chair, two members appointed by NCC and two members appointed by Parks Canada, but without any stipulation requiring those members to act impartially and in the public interest. Moreover, it is noted that it appears the SUA was a means for NCC to obtain a Consensus Board, which is somewhat similar to a CMB, but not anchored in the legitimacy of the *Land Transfer Agreement*, which is a foundational document for the Park, despite the fact that NCC, like the Innu Nation and NG, was on the Steering Committee for the creation of the Park. However, the *Land Transfer Agreement* provided for a Cooperative Management Board exclusively for Nunatsiavut Government and the Innu Nation. This structure reflects the legal and constitutional context of the park’s establishment. The Nunatsiavut Government is party to the *Labrador Inuit Land Claims Agreement*, a modern treaty that is constitutionally protected under section 35 of the *Constitution Act, 1982*. The Innu Nation, while not yet party to a finalized land claims treaty, negotiated the park within the framework of its land claims negotiations and the *Labrador Innu Land Claims Agreement-in-Principle*. The Cooperative Management Boards therefore reflect the rights-based governance relationships that formed the legal foundation for the creation of the park.

At the outset, it was the intention and hope of Parks Canada that it had set the stage for a collaborative process among in which the three groups would work together with Parks Canada in the collaborative development of the Park, including the Park management plan, required of Parks Canada in application legislation once the Parks is Scheduled to the *Canada National Parks Act*. This has not turned out to be the case. In essence, while the Innu and NG and the respective boards are able and willing to collaborate and work together, they refuse to do so with NCC, which is impeding the work of Parks Canada in developing the Park.



MANDATE

In this context, the undersigned has been asked to review the situation, agreements, applicable legislation, and meet with the parties in order to make recommendations to Parks Canada as to how it might proceed with its mandate to manage the Park.

GENERAL OBSERVATIONS AND PARTIES' POSITIONS

The land upon which the Park is being established is entirely Innu Settlement Land, as set out in their recognized land claim. The Innu have stated that they feel that this land was given to be used as a national park in posterity as their gift to Canada.

The agreements between Canada and the Innu concerning the Park provide for a "central role" of the Innu in the development, planning and operation of the Park. The Innu CMB was accepted by Parks Canada as the primary body advising on matters under the jurisdiction of the CMBs, as set out in the ITA.

If a disagreement arises in regard to a matter falling within the area in which the Innu Settlement Lands and NG Settlement Lands in the Park overlap, there are provisions in their IBA agreements for a process to deal with such situations. Furthermore, it would appear that the relative ease with which the Innu and NG are able to work together may be due in part from the fact that the overwhelming majority of land forming the Park is Innu Settlement Land, which reduces the likelihood of conflict.

The same may not be said in regard to NCC for several reasons. Neither the Innu nor NG recognize NCC claims in the park. Both feel threatened by NCC's assertions: NG, as a result of what they perceive as an attempt by NCC to appropriate their identity as Labrador Inuit and also challenge their land rights, and the Innu, based on their view that NCC is attempting challenge the rights of the Innu recognized in their AIP, IBA, and ITA.

Consequently, while NCC insists that they are ready to meet all parties at any time, this is seen by the other groups as a disingenuous non-starter, as long as they feel their rights and identities are being attacked. In effect, all three parties see this as being a "zero-sum" game.

In this regard, it is noted that in the course of the meetings held with all the parties separately, NCC is clearly frustrated by the lack of progress in terms of collaborative management with the other two groups. Of greater importance, NCC's position appears to be that the SUA has put them on the same footing as the IBAs flowing from the accepted land claims and agreements of the other parties. The Innu and NG vigorously disagree with and reject NCC's position.

It is of note that NCC seemed concerned with the notion of focusing on short term practical solutions, because to them, this might undermine their long-time aspirations. In addition, NCC also suggests that Parks Canada must "take a hard look at the historical evidence of who was doing what where", in order to recognize the rights of NCC members, which they claim are being denied. Moreover, NCC asserts rights over the entire Park, but is frustrated by their lack of a recognized land claim, AIP, or any other formal acknowledgement.



NCC has suggested in a variety of ways of suspending Parks Canada's mandate to develop the Park, either by suggesting that they have "no problem with putting the Park in abeyance, and let the federal government and courts and others have a referendum", or by suggesting and repeating the notion of "taking a deep breath and a pause for another 6 months or 1 year or until things happen...", and to allow for the parties' to think about their respective visions for the Park, and that they should be shared.

Furthermore, NCC claims that the 2007 *Newfoundland and Labrador v. Labrador Métis Nation*¹ decision rendered by the Court of Appeal of Newfoundland and Labrador ("**2007 NLCA**") provides them with an unqualified right to be consulted based on their assertion of rights.

NCC has also suggested that all three groups have agreements "that are not polar opposites" and there are no commitments that are diametrically opposed to one another.

Both the Innu and NG feel that NCC has asserted rights which would have an impact on their recognized rights of under their agreements, as they feel that their rights under their agreements are being challenged by the assertions of the NCC.

The situation has become increasingly conflictual as the Innu and Inuit feel threatened by the demands of NCC. The Innu and Inuit also feel aggrieved because they have reached agreements with the Government of Canada which required many years of hard work and considerable cost to have their rights recognized. Furthermore, the Innu and Inuit are running governments which are responsible for managing and operating institutions such as school boards, social service institutions, youth protection, and in the case of NG, municipalities within their territory, all of which demands considerable time, attention and energy.

As such, the Innu and Inuit resent NCC, viewing it as a membership, community and advocacy organization that offers programs and services consistent with the function of advocacy groups. In this context, unlike the other two groups, NG and the Innu Nation view the NCC as functioning as a public relations and lobby organization unencumbered by governmental responsibilities, thus allowing NCC the liberty to aggressively and successfully outcompete them in securing economic and employment opportunities for their communities.

Ultimately, to the Innu, the SUA is a source of discord since they feel that there is a distinction in their current recognition and status as compared to NCC. This stems from the fact that they have a recognized land claim, AIP, IBA and ITA, while NCC is overstating the import of the 2007 NLCA decision and failing to mention that the NLCA only set the required level of consultation at a low level, and only where the Duty to Consult and Accommodate is engaged, as the Duty is fact-based and case specific. They also do not agree with the suggestion that the assertion of rights over the entire Park entitles NCC to consultation on everything that may happen in the Park.

The Innu state that there needs to be clarification regarding co-management versus consultation and a distinction between right-holders and stakeholders' bodies. The Innu Nation and NG complain that

¹ 2007 NLCA 75.



NCC is trying to utilize the Park's process to advance their claims of certain rights, when Parks Canada has no mandate or authority to recognize or determine Section 35 or other Aboriginal or Treaty rights.

At the same time, however, both the Innu Nation and NG take issue with NCC's claim to "Indigenous Knowledge" arguing that NCC are neither Aboriginal people under Section 35 of the Constitution Act, nor Indigenous.

The Innu also suggests that traditional users and other interested stakeholders should have a voice in the development of the Park, tourism and other activities.

NG maintains that the SUA is creating confusion regarding Section 35 rights and that Parks Canada should communicate publicly that the Federal Court has explicitly determined that Section 35 status has not been established by its decision in the case of NCC.

OBSERVATIONS

Based on the foregoing, it is unlikely that the three groups can be expected to move forward together collaboratively now or in the foreseeable future, unless something significant changes. While the SUA was offered and agreed to by Parks Canada in good faith and a spirit co-operation, it has become the source of confusion and animosity between the parties.

NG feel threatened as to their identity and Inuit culture. They, like the Innu, feel the SUA is being deliberately misinterpreted by NCC, with a view to overstating the current status of their asserted rights and recognition. By NCC's interpretation, the SUA has put them on the same footing as the other two parties. Unfortunately, that NCC position compounds the problem. To be clear, the other two groups have IBAs grounded in accepted land claims and agreements, and which are contemplated in the *Land Transfer Agreement*.

To the extent that NCC believes that it has been recognized as being on the same footing as the Innu Nation and NG, the SUA is a source of frustration for the NCC because it is not meeting their hopes and expectations. Moreover, they feel that Parks Canada is failing to recognize what they believe to be their rights. The reality is that Parks Canada's has neither the authority nor the mandate such rights recognition.

The Government of Canada has a duty to consult with and, if appropriate, accommodate Indigenous groups regarding any contemplated Crown conduct that could adversely impact asserted or established Section 35 rights.

Based on NCC's assertions, there may be a duty to consult them if there are potential impacts based on Crown conduct. However, a consultation process is not a rights-recognition process. The duty to consult is triggered in the case of both asserted and established Section 35 rights, and it is a legal obligation of the Crown to undertake such consultations.

Pursuant to the 2007 NLCA decision, it was established that a duty to consult at a low level on the matter in issue was triggered, which was the construction of a regional highway, and in that circumstance, not limited to simply giving notice. The 2007 NLCA decision was case specific and dealt with a specific assertion relating to a specific factual situation of a highway and a water course with potential impact on wildlife.



Consequently, NCC's claims that the 2007 NLCA decision provides them with an unqualified right to be consulted based on their assertion of rights over the entire Park is incorrect and works to undermine confidence among the parties. The NLCA was very clear in stating that the level of consultation would be at the low end of the spectrum, and in that case, beyond the provision of simple notice.

At the other end of the spectrum, the duty to consult could include full participation in decision making, as established in the Supreme Court of Canada decision in *Haida Nation v. British Columbia (Minister of Forests)*.² However, the second criteria is determining the level of accommodation required, and is based on the gravity or importance of the consequences of the impugned action, and including consideration of whether the consequences are irreversible.

It might be expected that NCC would see a major opportunity to engage directly with Canada regarding its rights, if any, in the process contemplated by the MOU, which they signed with Canada in September 2019. In that context, we understand that Canada continues to assess the nature of NCC's asserted rights and has not yet made a determination on its position regarding whether NCC is a Section 35 rights-bearing group.

Ultimately, the SUA is constraining Parks Canada in ways that are not aligned with the low threshold duty to consult. If CIRNAC makes a determination that NCC should be recognized as an Indigenous group with Section 35 rights, then the SUA does not go far enough, and a door would remain open for whatever that outcome may be. If NCC rights are proven, it is recommended that Parks Canada negotiate an Impacts and Benefits agreement with NCC at that point.

It is to be noted that the IBAs of the Innu and NG contain provisions for a reconsideration and potential reopening of their respective agreements in the event that Canada enters into another IBA with another party in regard to the Park which may conflict with the existing IBAs of the Innu and NG.

Another source of difficulty is that, unlike the terms of reference for the CMBs of the Innu and NG, which require the chair to be independent and the four other members of the CMBs to "act impartially and in the public interest", the Consensus Board of NCC under the SUA requires an independent chair but places no obligation on the members to act impartially and in the public interest. As such, NCC has had two of their employees serve as appointees on the Consensus Board. Moreover, the Consensus Board may be viewed as a misnomer. There is no requirement for the Consensus Board to operate by consensus or for Parks Canada to reach consensus with NCC or with the Consensus Board in order for Park management decisions to be taken.

Moreover, the intended focus and work of the CMBs, and presumably the Consensus board, was to be advisory bodies to advise Parks Canada with a unique focus on developing the Park and the Park Management Plan. These bodies were not established in order to be or become a second forum for political debate for NG, Innu Nation or NCC.

² 2004 SCC 73.



However, representations have been made that as constituted, the Consensus Board of the NCC has become a duplication of the role of the NCC in advancing their political interests and debate and addressing its issues wherever it can.

In this context, it should be mentioned that the chairs of the Innu and Inuit CMBs and the NCC Consensus board are committed, thoughtful and constructive individuals who want to make the Park a success and have expressed some disappointment and frustration over the political interventions and constraints imposed by their respective parties on their processes, deliberations and advice.

Finally, it is difficult to understand the purpose of the NCC suggestion to pause the process of the Park development. Many people are anxiously awaiting the further development of the Park and the many benefits it will provide, guided by a strong Park's management plan to be developed by Parks Canada, in consultation with the interested parties.

RECOMMENDATIONS

In the circumstances, Parks Canada's desire to consult and work with the three groups collaboratively at the same table is not realistic until the status of NCC's asserted claim is resolved, and possibly beyond that. In the meantime, very little has been accomplished under the SUA in the 10 years since it was signed. While its purpose was to advance the collaborative development of the Park and make progress based on established rights, this has not been achieved and has been used instead by NCC as a forum for assertion of its claim.

Unfortunately, the SUA has contributed to discord and frustration among the parties, because it has not achieved NCC's expectations and has contributed to impeding progress for all. Moreover, as drafted, it seems to be modeled on and tracks the substance of an IBA, but without the same grounding in the *Land Transfer Agreement* of the IBAs of NG and Innu Nation and without being as precise and rigorous. Nonetheless, it seems to have created the impression that the SUA is predicated on an obligation to consult NCC at the same level and with the same breath as applicable to NG and Innu under their respective agreements, which is a misunderstanding. This has been a source of discord and confusion. The NCC is entitled to a low-level of the duty of consultation, which is substantially different and weaker, than the level required for the NG and Innu, which have accepted land claims and agreements. Furthermore, it must be understood that consultation is not required in every situation. A general assertion regarding an interest in the Park does not immediately trigger a duty of consultation and accommodation on everything that happens in the Park.

More specifically, the 2017 NLCA decision reiterated the Supreme Court of Canada decisions that the duty to consult of the Crown may be viewed as being on a spectrum, but it should be understood that it did not grant NCC an entitlement to consultation in general, since consultation and accommodation depend on specific circumstances and facts and the possibility of specific harm or damage. The NCLA ruled that, in that case, that NCC was entitled to a low level of consultation.

On the other hand, based on NG and Innu Nation's recognized status, claims and rights under Section 35, and in view of their respective agreements with the government as a consequence thereof, NG and Innu Nation are entitled to consultation at a very high, if not the highest level.



To the extent that Parks Canada looked for recommendations on how to move forward with all three groups working together collaboratively, that outcome is unlikely to happen in the near future. Maintaining the SUA only contributes to misunderstanding, frustration and distrust.

Consequently, I recommend the SUA should be terminated in accordance with its section 11.5. since at this time there does not appear to be any realistic possibility of the three groups working together. That being the case, I would recommend that Parks Canada get on with their mandate of managing the park and proceed to consult and work with NG and the Innu Nation, when appropriate, and consult and work separately with NCC, to advance the management and operation of the Park to the extent possible.

In this vein, I recommend that Parks Canada give consideration to measures or arrangements for consultation with the NCC at the appropriate level and that are beneficial to both parties.

There is also the matter of Traditional Land Users as defined in the *Land Transfer Agreement*. That agreement specifically recognized the interest of such Users, and specifically identified seven communities in which they reside, all of which are within a radius of 50km as specified in the *Land Transfer Agreement*.

In keeping with the spirit of the *Land Transfer Agreement* and goodwill associated with the creation and development of the National Park Reserve, I recommend that Parks Canada create a traditional users committee with appropriate community representation and parameters in order to advise Parks Canada on issues related to traditional activities and land use and as a means of including the views and interests of Labradorians in the Park.

I note that in the longer term, much will depend on the outcome of the RIRSD table, as established under the MOU, which may bring forward conclusions that may help guide all of the parties.

It must not be overlooked that Parks Canada has an overriding responsibility for the management and operation of the Park, even if all the parties are not prepared or able to sit at the same table.

In this regard, I would recommend that Parks Canada undertake certain practical steps, such as: Parks Canada should move forward with its archeological research mandate while assuring that there is appropriate transparency and inclusion any such work. In making this recommendation, I am aware that the Strand has been a sensitive issue. However, it my understanding that this site is a vulnerable location affected by storms, tides, and high winds throughout the year. These natural factors erode the site, and I understand that important archeological material is relatively close to the surface and at risk of being lost. Consequently, my recommendation is made with a view to enable archeological research to take place at that site, and others, in reliance upon professional advice and recommendations.

In regard to Parks Canada's mandate in developing a plan for management of the Park, Parks Canada proposed to all Parties to create Interim Management Guidelines to orient park management. Innu Nation co-developed Interim Management Guidelines (IMGs) in an inclusive manner, taking into account the operational context of NG. As the IMGs are aligned with the IBA obligations of both Innu Nation and NG and are adaptable enough to accommodate the aspirations of



all Parties, work towards an interim Park Management Plan based on the Interim Management Guidelines co-developed by Parks Canada and Innu.

CONCLUSION

The creation of the Park is a wonderful gift to all: an opportunity to protect nature, preserve heritage and culture for generations to come, and at the same time, provide for appropriate and thoughtful development. This must be supported and should move forward energetically.

In terms of further practical measures: i) Parks Canada should endeavor to look for and advance opportunities for reconciliation and partnership through concrete actions with a continued emphasis on dialogue and partnership, ii) Parks Canada should move forward with projects such as the Beaver Brook Initiative, Barrow Brook trail development, establishing facilities and a Park entrance at Sheshatshui, Rigolet and Cartwright, and iii) Parks Canada should clearly define and communicate the differences between established rights holders and claimants.



Annex A: Engagement Summary

A.1 Purpose of the Review (from the Terms of Reference)

This independent review was commissioned by Parks Canada to examine the overall engagement and partnership environment associated with the establishment and management of Akami-Uapishk^U-KakKasuak–Mealy Mountains National Park Reserve. As set out in the Terms of Reference, the review was intended to:

- assess how existing engagement, advisory, and partnership mechanisms are functioning in practice;
- identify areas of misalignment, friction, or confusion affecting park establishment and operations;
- consider the interaction between consultation obligations, engagement practices, and cooperative management arrangements;
- provide pragmatic, near-term advice to support effective park management while broader rights-related questions continue to be addressed through appropriate federal processes.

The review was not intended to adjudicate Indigenous identity, determine section 35 rights, or assess the validity of any party's legal claims. Its focus was on practical governance, engagement effectiveness, and operational outcomes.

A.2 Scope and Approach

The review was conducted over approximately 18 months. It combined document analysis with qualitative engagement to understand both the formal framework and the lived experience of engagement among Parks Canada and its partners.

The approach emphasized:

- understanding how engagement mechanisms operate in practice, rather than solely as designed;
- identifying recurring themes, concerns, and points of divergence across perspectives;
- maintaining neutrality on contested rights and identity issues while focusing on Parks Canada's mandate and responsibilities.

A.3 Engagement Activities Undertaken

In carrying out the review, the consultant undertook a series of in-person meetings, bilateral discussions, and strategic sessions with Parks Canada officials, Indigenous governments, claimant organizations, and advisory board representatives. The consultant appreciated the opportunity to meet in-person with Party representatives and was impressed with their concern, engagement, sincerity and commitment to their communities, members and the Park. Key engagements included the following:



In-Person and Bilateral Meetings

- **September 19, 2024 – Bilateral meetings with Board Chairs and Parks Canada senior leadership (Montreal):** Meetings were held with the Chairs of the Innu Cooperative Management Board, the Nunatsiavut Cooperative Management Board, and the NunatuKavut Consensus Board, together with Parks Canada senior leadership, to discuss overarching governance and engagement issues.
- **November 14, 2024 – Innu Nation leadership meeting (Montreal):** A full-day meeting with Innu Nation political leadership, cooperative management board members, advisors, and Parks Canada representatives to discuss park establishment, governance expectations, and operational concerns.
- **January 29, 2025 – NunatuKavut Community Council meeting (Goose Bay):** An in-person meeting with NCC leadership, staff, board members, and community participants (approximately 20 attendees) to hear perspectives on engagement, consultation, and park-related issues.
- **January 29, 2025 – Innu Nation site visit (Sheshatshiu):** A community tour and discussion with Innu Nation representatives focused on place-based considerations and on-the-ground context.
- **May 12, 2025 – Nunatsiavut Government leadership meeting (Ottawa):** A bilateral meeting with Nunatsiavut Government political leadership and senior officials to discuss stewardship, cooperative management, and concerns related to engagement structures.
- **May 12, 2025 – Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) meeting (Gatineau):** A meeting with senior CIRNAC officials responsible for consultation and accommodation to discuss the federal context for asserted rights and consultation practices.
- **June 24, 2025 – Strategic planning meeting (Toronto):** A multi-party strategic session involving Parks Canada leadership, current and former field unit and site superintendents, and the Chairs of the Innu, Nunatsiavut, and NunatuKavut boards to reflect on engagement dynamics and operational pathways forward.
- **July 24, 2025 – NunatuKavut Community Council meeting (Halifax):** A follow-up meeting with NCC leadership and legal counsel to further discuss engagement challenges and expectations.
- **October 27, 2025 – NunatuKavut Community Council meeting (Montreal):** A subsequent in-person meeting with NCC leadership and legal representatives to clarify positions and outstanding issues.



Additional Engagement and Follow-Up

- Ongoing discussions with Parks Canada senior management, field unit staff, and advisors throughout the review period;
- Issue-specific follow-up discussions related to archaeology, access, visitor use, and planning;
- Review of written submissions, correspondence, and briefing materials provided by parties.

A.4 What This Engagement Was Intended to Produce

The engagement undertaken for this review was designed to:

- surface differing expectations and interpretations of engagement and consultation;
- identify where roles and mandates were unclear or contested;
- understand how engagement structures were affecting Parks Canada's ability to advance work;
- inform practical recommendations focused on clarity, proportionality, and implementation.

The engagement was not intended to produce consensus among parties, nor to reconcile competing legal or identity-based claims. Rather, it was intended to ensure that the findings and recommendations of the report were grounded in a clear understanding of the perspectives and experiences of those involved.

A.5 Limitations

As with any review of this nature, the engagement reflects a snapshot in time and the information provided by participants. The consultant did not independently verify historical claims or legal positions advanced by any party, and no conclusions are drawn regarding the merits of asserted rights or identities. The findings are therefore limited to matters within the scope of Parks Canada's mandate and the Terms of Reference for this review.



Annex B: What We Heard

This annex provides a neutral summary of perspectives and observations shared during engagement undertaken as part of the review. It is intended to document the range of views expressed by participants at the time they were shared. The annex does not assess the accuracy of statements, resolve disagreements, or draw conclusions. Analysis and recommendations are set out separately in the main body of the report.

B.1 Context and Evolution of the Shared Understanding Agreement (Parks Canada perspective)

Parks Canada representatives emphasized that the Shared Understanding Agreement (SUA) was negotiated in a particular legal and policy context, shortly following the Supreme Court of Canada's *Haida* decision. At that time, federal practice emphasized responding cautiously to asserted rights claims, given the low threshold required to trigger the duty to consult. The SUA was understood as a pragmatic, relationship-focused instrument intended to support park operations and clarity in engagement, not as a rights-recognition or governance agreement.

Participants noted that Parks Canada's understanding of consultation, proportionality, and risk has evolved significantly since that period, informed by a much larger body of jurisprudence and experience. Practices that were considered appropriate in the early 2000s—particularly the limited differentiation between asserted and established rights in engagement agreements—would not necessarily be replicated today.

Parks Canada emphasized that similar relationship-based agreements were entered into elsewhere during that era, reflecting a broader federal approach rather than a unique circumstance in Labrador. From this perspective, the SUA was intended to facilitate administration and cooperation, not to grant rights or status.

B.2 Current Operational Impacts (Parks Canada perspective)

Parks Canada staff described the current operating environment as increasingly constrained by the way existing agreements and forums are being used in practice. In particular, the SUA and associated NunatuKavut Consensus Board (NCB) were described as being relied upon in ways that exceed their original intent, contributing to delays, duplication, and difficulties advancing routine operational activities.

It was noted that some parties have used engagement provisions tactically to delay or prevent activities proposed by Parks Canada or other partners, resulting in a de facto veto dynamic. Despite the passage of time and provision of funding, Parks Canada observed limited progress on the original commitments contemplated under the SUA.



B.3 Federal Context and Consultation Guidance (CIRNAC perspective)

Representatives from Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) outlined the federal context for consultation and engagement with NunatuKavut. CIRNAC emphasized that the duty to consult is triggered at a low threshold where there is potential adverse impact on asserted or established section 35 rights, and that consultation processes are legally distinct from rights recognition.

Participants noted that courts have characterized NunatuKavut's claim as credible but unproven, giving rise to consultation obligations without conferring rights-holder status. CIRNAC stressed that consultation protocols and administrative agreements are not rights-recognition instruments.

CIRNAC advised that federal departments retain discretion to engage with NunatuKavut on a non-section 35 basis, consistent with program eligibility and mandates, and underscored the importance of clearly communicating that funding or engagement is undertaken without prejudice to rights determinations.

B.4 Innu Nation Perspectives

Innu Nation representatives expressed strong concern that Parks Canada's application of the SUA has blurred the distinction between rights-holders and stakeholders, to the detriment of recognized Indigenous rights. They emphasized that, in their view, NunatuKavut is entitled only to notice and consultation proportionate to the strength of its asserted but unproven claims.

Innu Nation participants stated that the SUA has been used by NCC to advance assertions of Indigenous status and to interfere with Parks Canada's fulfillment of obligations to Innu Nation under land claim-based agreements. They called for clear, public-facing statements distinguishing rights-holders from stakeholders, and for Parks Canada to cease treating NCC as an Indigenous rights-bearing group or as a source of Indigenous knowledge.

Innu Nation supported terminating or significantly revising the SUA, dissolving the NCB, and replacing it with engagement mechanisms that appropriately represent local communities and traditional users without conferring governance-like authority. They emphasized the importance of advancing Innu operational priorities, particularly in cultural resource stewardship, archaeology, and employment.

B.5 Nunatsiavut Government Perspectives

Nunatsiavut Government representatives described Parks Canada's continued engagement with NCC under the SUA as causing real harm by creating public confusion and undermining the legitimacy of recognized Inuit rights. They expressed concern that funding, branding, and engagement practices associated with the SUA convey an impression of recognition that has not been established in law.

Participants urged Parks Canada to terminate the SUA using its notice provisions, issue clear directives reflecting the Federal Court's findings regarding NCC's legal status, and discontinue the



use of NCC-provided information as Indigenous Knowledge. Nunatsiavut Government emphasized the importance of presenting authentic Indigenous histories and narratives, and expressed concern that current practices dilute Inuit representation and perpetuate harm.

B.6 NunatuKavut Community Council Perspectives

NunatuKavut representatives emphasized their historical and ongoing connection to lands in southern and central Labrador, citing archaeological evidence, oral histories, and experiences of colonization, displacement, and cultural erosion. They described the park as central to cultural continuity and intergenerational teaching, and expressed a desire to see the park move forward in a way that includes NCC members.

NCC participants characterized the SUA as an effective and necessary mechanism that has allowed engagement to occur in a challenging political environment. They rejected the view that the SUA is the source of conflict, attributing current tensions primarily to political positioning and disputes over benefits.

Concerns were raised regarding archaeology activities, particularly on the Strand, where NCC felt excluded from decision-making and on-the-ground participation. NCC representatives emphasized that exclusion reinforces perceptions of erasure and marginalization, and warned that proceeding without their involvement would exacerbate conflict.

NCC expressed willingness to pause implementation to allow broader issues to settle, but cautioned that terminating the SUA would create additional instability. They emphasized their commitment to stewardship, cooperation, and finding practical ways forward.

B.7 Observations from Advisory Board Chairs

Advisory board chairs noted that the current engagement environment is shaped by the coexistence of three bilateral agreements in the absence of a federal determination on NunatuKavut's asserted rights. This has created public confusion regarding roles and status, and has impeded operational progress.

Chairs identified confusion regarding the ambiguity between rights holders and claimants, and different parties experience this ambiguity in different ways: some view it as harmful to recognized rights, while others view it as essential to inclusion and fairness. Parks Canada's continued operation in this ambiguous space is widely seen—by all sides—as a source of mistrust and friction.

Chairs identified federal ambiguity regarding roles, status, and expectations as a key contributor to conflict. Chairs suggested that elucidating Innu's central role could help clarify the landscape and allow management to proceed without ambiguity, and enable Parks Canada to refocus on pragmatic operational priorities, including gateway community development, infrastructure, interim planning, and clearly scoped archaeological work.



B.8 Cross-Cutting Themes

Across perspectives, several recurring themes emerged:

- confusion between consultation, engagement, and governance roles;
- misalignment between agreements negotiated in different legal and policy contexts;
- increasing politicization of operational decisions;
- a shared recognition that current structures are not delivering timely, predictable outcomes;
- a desire, expressed differently by all parties, for the park to advance in a way that delivers tangible benefits to communities.

These themes informed the analysis and recommendations set out in the main body of the report.



Annex C: Document Review

Review of the various agreements, correspondence and court cases

- The Land Transfer Agreement (LTA) between the Government of Canada (Parks Canada) and the Government of Newfoundland and Labrador to transfer land for the establishment of the Akami-uapishk – KakKasuak – Mealy Mountains National Park Reserve
- Labrador Inuit Land Claims Agreement
- The Land Claims and Self-Government Agreement-in-Principle (AIP) for the Innu of Labrador
- The Park Impacts and Benefits Agreement (PIBA) between the Labrador Innu Nation and Parks Canada for the Akami-Uapishk^U-KakKasuak-Mealy Mountains National Park Reserve
- The Park Impacts and Benefits Agreement (PIBA) between the Labrador Inuit (Nunatsiavut Government) and Parks Canada for the Akami-Uapishk^U-KakKasuak-Mealy Mountains National Park Reserve
- Parks Incremental Treaty Agreement between Innu as represented by Innu Nation and Her Majesty In Right of Canada as represented by the Minister of Parks Canada and the Minister of Crown-Indigenous Relations
- The Shared Understanding Agreement (SUA) between NunatuKavut Community Council and Parks Canada for the Akami-Uapishk^U-KakKasuak-Mealy Mountains National Park Reserve
- The Memorandum of Understanding (MOU) between the NunatuKavut Community Council (NCC) and the Government of Canada, on the Recognition of Indigenous Rights and Self-Determination (RIRSD).
- Nunatukavut Community Council v. The Minister of the Environment and Climate Change, court file T-1391-21: NCC application challenging the decision of the Minister of the Environment and Climate Change to enter into an Incremental Treaty Agreement (the “ITA”) with Innu Nation (on behalf of the Innu).
- 2024 Court Ruling: On June 12, 2024, the Federal Court (Case T-1606-19).
- The Labrador Metis Nation v Her Majesty in Right of Newfoundland and Labrador, 2006 NLTD 119
- Kebaowek First Nation v. Canadian Nuclear Laboratories (2025 FC 319),
- Public Utilities Board decision w.r.t. the 2025 Newfoundland and Labrador Hydro application to build a new regional diesel generating station and interconnection in southern Labrador.
- Falardeau v. Boivin, 2025 QCCS 2117 (CanLII)
- Parks Canada’s Principals-based Implementation Approach Strategy for the Akami-Uapishk^U-KakKasuak-Mealy Mountains National Park Reserve
- Parks Canada Indigenous Stewardship Policy
- Correspondance from Innu Nation (November 2024 and April 2025)
- Correspondance from NunatuKavut Community Council (January 2026)
- NunatuKavut Membership Application

