

FRAMEWORK ACCORD
(Hereinafter referred to as the "Accord")

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Environment for the purpose of the Parks Canada Agency
(Commonly and hereinafter referred to as "PCA")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Natural Resources Canada and acting through the Lands and
Minerals Sector, Surveyor General Branch
(Commonly and hereinafter referred to as "NRCan")

(Hereinafter jointly referred to as "the Participants")

Concerning

**THE PROVISION OF PROFESSIONAL ADVICE, CONSULTATION, LAND SURVEY
AND MAPPING SERVICES**

WHEREAS in 1955 the Department of Mines and Technical Surveys for the purpose of the Surveyor General of Canada Lands and the Department of Northern Affairs and National Resources for the purpose of lands administered by Parks Canada entered into an Interdepartmental Agreement which established rules respecting surveys, plans and description of lands when dealing with specific classes of transactions on public lands;

AND WHEREAS the Participants agree that the 1955 Interdepartmental Agreement no longer reflects the current administration of public lands under the administration and control of the Parks Canada Agency or of Her Majesty the Queen in the right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency and require a modern general framework to fulfill federal government obligations within their respective mandates, applicable statutes and regulatory regime;

AND WHEREAS the Participants agree that this Accord will replace the *Interdepartmental Agreement re Description of Canada Lands, 1955* and will provide a general framework for the provision of professional advice, consultation, land survey and mapping for the purpose of recording all public land interests for which are or will be under the administration and control of the Parks Canada Agency or Her Majesty the Queen in the right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency.

AND WHEREAS the Participants agree that this Accord reflects their continuing intention to fulfil federal government obligations within the mandate and any applicable statute and regulatory requirements of the Participants;

AND WHEREAS this Accord reflects the commitment of the Participants to work together in a timely and cost-efficient manner towards the common objectives in defining, describing and recording interests on public lands held under or to be held under the Minister of the Environment for the purpose of the PCA.

NOW THEREFORE, the Participants by this Accord have established the following understanding respecting their common objectives:

1.0 INTERPRETATION AND DEFINITIONS

For the purposes of this Accord the following words and expressions have the meaning as described below:

“**Canada Lands**” refers to the lands as defined under section 24 (1) of the *Canada Lands Surveys Act*, R.S.C., 1985, c. L-6.

“**Interdepartmental Letter of Agreement**” or “**ILOA**” means a negotiated agreement between PCA and NRCan for specific activities, services and/or products.

“**PCA Lands**” means any lands or infrastructure under the administration and control of the Parks Canada Agency or Her Majesty the Queen as represented by the Minister of the Environment for the purposes of the Parks Canada Agency; and includes Canada Lands, as defined above.

“**Survey**” includes a resurvey and a special survey.

“**Surveyor General**” means the Surveyor General of Canada Lands within the meaning of subsection 2(1) of the *Canada Lands Surveys Act*, R.S.C., 1985, c. L-6. In the context of this Accord, the Surveyor General Branch (referred to as “SGB”) is the Office of the Surveyor General forming part of Natural Resources Canada.

Any reference in this Accord to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

2.0 PURPOSE

The purpose of this Accord is to establish an overall framework for the provision of professional advice, consultation, land survey and mapping services between the Participants for the purpose of the administration and control of PCA Lands under the administration and control of the Minister of the Environment for the purposes of the Parks Canada Agency.

This Accord shall replace the *Interdepartmental Agreement re Description of Canada Lands, 1955*.

3.0 INTERDEPARTMENTAL LETTERS OF AGREEMENT (ILOA)

This Accord is general in nature and is neither comprehensive nor exhaustive. When PCA intends to conduct activity under this Accord, a written ILOA will be initiated and executed, which will be approved by the Participants and may include, but not be limited to, the following information:

- a. purpose, duration, and scope of the services and/or products;
- b. division of tasks, obligations and related responsibilities;
- c. work plan description, including products and/or services required;
- d. funding and resource details, including complete cost estimates;
- e. ownership of intellectual property;
- f. responsible senior managers of both parties of the ILOA;
- g. contact information for all persons/positions responsible for the implementation of the ILOA;
- h. specific provisions for the amendment, extension, duration, termination and renewal of the ILOA;
- i. dispute resolution provision;
- j. standards and specifications with respect to provision of legal land surveys, administrative map plans and descriptions in either one or both official languages, as required; and
- k. any other matters on which agreement of the parties to the ILOA are required.

4.0 TYPE OF COOPERATION

Cooperation between the Participants under this Accord may include the following activities and services, where appropriate:

- a. exchange of information and expertise on land and cadastral management activities;
- b. access to government facilities and equipment for developing projects as required;
- c. collaboration in the development of common standards;
- d. provision of advice and consultation regarding specific land management projects;
- e. provision of services including professional opinion, advice and consultation, survey investigations, contract management, quality assurance, and legal representation as an expert witness;
- f. training through participation in collaborative integrated land management projects or workshops; and
- g. other forms of cooperation, as may be mutually agreed upon between the Participants.

It is understood that the ability of each Participant to undertake the type of cooperation under this Accord is subject to the availability of funds and resources (including facilities and personnel). The type of cooperation shall be negotiated, agreed upon and ratified at the appropriate management level, within the scope of their respective mandates, responsibilities, authorities and capacities. Nothing in this Accord prevents the Participants from entering into tripartite agreements.

All services and products under an ILOA, including for digital data exchanges, will be conducted in accordance with the applicable statutes and regulations, policies, directives and standards of the Government of Canada and this Accord as they may be amended, revised, consolidated or substituted from time to time.

5.0 AREAS OF SPECIFIC INTEREST

Cooperation under this Accord may include the following areas of specific interest:

- a. legal land survey and land descriptions of PCA Lands, administrative map plans, in either one or both official languages, as required;
- b. development of cadastral management products, including plans, sketches, maps and access to geospatial databases;
- c. development of cadastral management standards for products and business processes;
- d. provision of cadastral data on existing and potential PCA Lands, as required; and
- e. other areas of interest to be mutually agreed upon by the Participants.

6.0 FINANCIAL ARRANGEMENTS

The terms of financing will be established and approved by the Participants as part of the ILOA prior to the commencement of any cooperative activity. Services provided by NRCan that are considered to be over and above those related to mandated activities will be calculated on an incremental cost recovery basis, as per Treasury Board policies.

No cost incurred by one Participant shall be assumed by the other Participant unless otherwise agreed to in writing under an ILOA to this Accord. All costs or estimated costs will be detailed in the ILOA.

6.1 NRCan Mandated Services and Products / Responsibilities of NRCan

For PCA Lands for which NRCan has legislated obligations to provide services and products, such services and products shall include:

- a. setting survey standards;
- b. providing specific survey instructions;
- c. examination of plans and survey returns deemed necessary by the Surveyor General;
- d. field inspections deemed necessary by the Surveyor General;
- e. boundary monitoring deemed necessary by the Surveyor General;

- f. confirm, approve and/or record appropriate documents in the Canada Lands Survey Records;
- g. custody and maintenance of Survey Records;
- h. Collection and maintenance of digital cadastral datasets on Canada Lands
- i. access to Survey Records;
- j. written opinions, advice, statutory declarations, expert testimony and provision of related materials for boundary disputes related to survey or errors on official plans approved by the Surveyor General; and
- k. registration of official Survey plans.

6.2 NRCan Additional Services and Products / Responsibilities of PCA

For PCA Lands for which NRCan does not have legislated obligations to provide services and products, those services and products shall be funded by those requesting the service or product. These products and services may include, but are not limited to:

- a. surveys, carried out by either private sector professionals or SGB;
- b. field inspections;
- c. preparation of legal land descriptions, in either one or both official languages, by SGB staff or their agents (e.g. for the purpose of legislation or an Order-in-Council);
- d. photo mapping, imagery and line mapping products;
- e. reports, sketches, plans and maps (including zoning plans, registry index plans, topographic or improvement plans, administrative plans and official plans);
- f. customized digital products;
- g. Collection and maintenance of digital cadastral datasets on PCA lands other than Canada Lands
- h. preparation and reformatting of digital information and products; and
- i. analysis of environmental impacts.

6.3 Other Activities and Services

Other survey-related activities or services requested by PCA will be funded as mutually negotiated and agreed upon in an ILOA. Normally, these agreements are developed regionally between the Participants on a program and/or project basis.

All survey services (except NRCan legislated obligations) requested by the PCA will be funded within the resource levels of PCA or the PCA lessee/licensee unless NRCan is specifically provided funding from other appropriation sources.

7.0 CORRESPONDENCE

Correspondence in regards to any aspect of this Accord, unless notice to the contrary is given, should be made to the following representatives of both Participants:

For PCA:

Director, Realty Services
Strategic Policy and Investment Directorate
Parks Canada Agency
30 Victoria Street (PC-05-H)
Gatineau, QC J8X 0B3

For NRCan:

Surveyor General and International Boundary
Commissioner
Surveyor General Branch,
Natural Resources Canada
588 Booth Street
Ottawa, ON K1A 0E9

8.0 TITLE TO PROPERTY AND EQUIPMENT

Unless otherwise agreed to in an ILOA, any and all property or equipment of whatever nature or kind furnished by either Participant in connection with work under this Accord is and will remain the property of the Participant furnishing such property and equipment.

9.0 LANGUAGE

This Accord is written in English and French with each version being equally valid.

10.0 DURATION AND TERMINATION

This Accord will become effective upon signing by both Participants and remain in effect for ten (10) years, unless extended or terminated. It may be amended or extended by mutual written agreement, and may be terminated immediately with the written consent of both Participants or by either Participant upon 90 days written notice to the other Participant.

Termination of this Accord does not affect the implementation of any existing ILOA between the Participants. Termination or amendment of the ILOA will be in accordance with the provisions of each specific ILOA.

11.0 LEGAL OBLIGATIONS

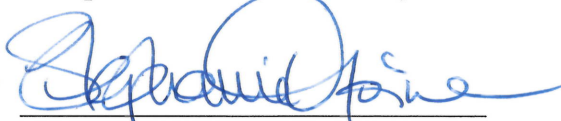
This Accord does not create any legally binding obligations between the Participants.

Accepted on behalf of NRCan by:



Jean Gagnon
Survey General and International
Boundary Commissioner
Surveyor General Branch
Natural Resources Canada

Accepted on behalf of PCA by:



Stephanie Moine
Director, Realty Services
Strategic Policy and Investment
Directorate
Parks Canada Agency
Department of the Environment

Date: 2019-07-26

Date: 22-02-2019

