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- Makivik Corporation

AGREEMENT

BETWEEN

NUNAVIK INUIT

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

CONCERNING

NUNAVIK INUIT LAND CLAIMS

Nunavik Inuit Land Claims Agreement

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Nunavik Inuit Land Claims Agreement

PARTIES TO THE AGREEMENT

BETWEEN:

NUNAVIK INUIT
as represented by Makivik Corporation

AND:

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**

Nunavik Inuit Land Claims Agreement

PREAMBLE

WHEREAS the Nunavik Inuit assert aboriginal rights, title, interests and jurisdiction in and to the Nunavik Inuit Settlement Area;

AND WHEREAS the Nunavik Inuit assert that the Nunavik Marine Region is a fundamental and integral component of Nunavik;

AND WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;

AND WHEREAS the parties agree on the desirability of negotiating a treaty to address Nunavik Inuit rights and interests in the Nunavik Inuit Settlement Area;

AND WHEREAS the Parties have negotiated this Agreement to provide certainty respecting rights to ownership and use of lands and resources, including marine resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS

1.1 For the purposes of this Agreement:

"Agreement" means the *Nunavik Inuit Land Claims Agreement* or "*NILCA*";

"aquaculture" means the culture, propagation, keeping in captivity or husbandry of wildlife of the freshwater environment;

"aquatic plant" means all marine and freshwater plants and includes all benthic and attached algae, kelp, marine flowering plants, brown algae, red algae, green algae, phytoplankton and other plants that complete their entire life cycle in water;

"arbitration" means the arbitration process established pursuant to Article 24;

"areas of equal use and occupancy" means those areas described in Schedule 40-1 of the *Nunavut Land Claim Agreement* and in Schedule 27-1 of this Agreement;

"carving stone" means soap stone, marble, alabaster, argillite, steatite or slate in the NMR where those substances are suitable for use for carving purposes;

"commercial fishing licence" includes experiments and exploratory licences;

"consolidated revenue fund lending rate" means the amortized rate approved by the Minister of Finance on loans from the Consolidated Revenue Fund;

"consult and consultation" means:

- a) the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to effectively assess the matter and to prepare advice on the matter;
- b) the provision of a reasonable period of time in which the party to be consulted may prepare its advice on the matter, and provision of an opportunity to present such advice to the party obligated to consult;
- c) full and fair consideration by the party obligated to consult on any advice presented; and

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- d) the immediate provision of written reasons by the party obligated to consult for any advice that is rejected or varied;

“Cree/Inuit Offshore Overlap Agreement” means that agreement referred to in section 28.1 of this Agreement;

“Cree/Inuit Offshore Overlapping Interests Area” means that area as defined in the Cree/Inuit Offshore Overlap Agreement;

“DIO” means a DIO as defined in the *Nunavut Land Claim Agreement*;

“effective date of this Agreement” means the date on which the federal settlement statute has come into force;

“Final Domestic Demand Implicit Price Index” or **“FDDIPI”** means the Final Domestic Demand Implicit Price Index for Canada, published regularly by Statistics Canada;

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

“Grand Council of the Crees (Eeyou Istchee) or GCC(EI)” means the corporation representing the Crees of Eeyou Istchee and which was a signatory to the *James Bay and Northern Québec Agreement* (JBNQA) under the name Grand Council of the Crees (of Québec);

“Grand Council of the Crees (Eeyou Istchee) Designated Organization(s) or GDO means the GCC (EI), or an organization designated by the GCC (EI);

“harvest” means the reduction of wildlife into possession and the attempt thereto, and includes hunting, trapping, fishing, netting, egging, picking, collecting, gathering, spearing, killing, capturing or taking by any means;

“James Bay and Northern Québec Agreement” or **“JBNQA”** means the Agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-77, Chapter 32) and by the *Act* approving the Agreement concerning James Bay and Northern Québec (S.Q., 1976, Chapter 46), and as amended from time to time by Complementary Agreements thereto;

“law of Canada” means legislation and the common law;

“laws of general application” means all federal, territorial and local government laws of general application according to common law definition;

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"legislation" means a statute or regulation;

"Local Nunavimmi Umajulivijiit Katujiqatigininga" or **"LNUK"** means a local hunters, fishermen and trappers association as referred to in Article 5 Part 7;

"Makivik Corporation" or **"Makivik"** means a corporation duly incorporated by Special Act of the National Assembly of Québec, c. S-18.1, L.R.Q.;

"Makivik Designated Organization(s)" or **"MDO(s)"** means Makivik, or an organization or organizations referred to in Article 22;

"Marine Protected Area" means a Marine Protected Area established in the NMR in accordance with the *Oceans Act*, S.C., 1996, c. 31 as amended from time to time;

"marine resources" means organic and inorganic resources, including land, water and ice, located in, on or under the NMR and includes wildlife inhabiting the NMR on a permanent, temporary or seasonal basis;

"mineral(s)" means all precious and base metals and other non-living, naturally occurring substances whether solid, liquid or gaseous, excluding water, but including coal and petroleum;

"Minister" means a Minister of the Government of Canada or a member of the Executive Council of the Government of Nunavut appointed as Minister, as the context requires, responsible for the subject-matter referred to;

"NMR" or **"Nunavik Marine Region"** means that area described in Article 3;

"Nunavik" means the NMR and the "Region" as defined in paragraph 23.1.8 of the *James Bay and Northern Québec Agreement*;

"Nunavik Inuit Land Claims Agreement" or **"NILCA"** or **"this Agreement"** means the *Agreement Between Nunavik Inuit and Her Majesty the Queen in Right of Canada Concerning Nunavik Inuit Land Claims*;

"Nunavik Inuit Settlement Area" or **"NISA"** means the area described in Article 3;

"Nunavik Inuit Trust" means the trust referred to in Article 17;

"Nunavik Inuk" or **"Nunavik Inuit"** means an Inuk or Inuit as defined under the *James Bay and Northern Québec Agreement*;

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“Nunavut Impact Review Board” or **“NIRB”** has the same meaning as in the *Nunavut Land Claims Agreement*;

“Nunavut Land Claims Agreement” or **“NLCA”** means the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada*;

“Nunavut Planning Commission” or **“NPC”** has the same meaning as in the *Nunavut Land Claims Agreement*;

“Nunavut Settlement Area” or **“NSA”** has the same meaning as in the *Nunavut Land Claims Agreement*;

“protected area” means “protected area” as defined in Article 11;

“Regional Nunavimmi Umajulivijiit Katujiqatigininga” or **“RNUK”** means the regional hunters, fishermen and trapping association referred to in Article 5, Part 7;

“regulation” means an order, regulation, order-in-council, order prescribing regulations, rule, rule of court, form, tariff of costs or fees, letters patent, commission, warrant, proclamation, by-law, resolution or other instrument issued, made or established:

- (a) in the execution of a power conferred by or under the authority of a statute; or
- (b) by or under the authority of the Governor-in-Council or Commissioner-in-Executive Council;

“resource royalty” means any share of production whether in money or kind paid or payable to Government, as owner prior to production, in respect of a resource produced by a person from Crown lands in or under the Nunavik Marine Region, but does not include:

- (a) any payment for a service, the creation of special purpose funds, the issuance of the right or interests or the granting of an approval or authorization;
- (b) any payment required regardless of ownership of the resource;
- (c) any payment for incentives; or
- (d) for greater certainty, any payment to Government as owner or part owner of the produced resource;

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“statute” means an Act of Parliament or an Act of a provincial government or territorial government, but does not include regulation;

“Torngat Mountains National Park Reserve” includes the Torngat Mountains National Park of Canada once that Park is scheduled under the *Canada National Parks Act* on the effective date of this Agreement;

“water” means waters in any river, stream, lake or other body of inland waters on the surface or underground in the NMR and includes all inland ground waters and ice;

“wildlife” means all terrestrial, aquatic, avian and amphibian flora and fauna *ferae naturae*, and all parts and products thereof.

ARTICLE 2

GENERAL PROVISIONS

- 2.1 This Agreement shall be a treaty within the meaning of s. 35 of the *Constitution Act, 1982*.
- 2.2 It is the intention of the parties that the rights of Nunavik Inuit in this Agreement shall not merge in any legislation enacted to ratify or implement this Agreement.
- 2.3 Nothing in this Agreement shall:
- (a) be construed so as to deny that Nunavik Inuit are an aboriginal people of Canada or, subject to part 2.29, affect their ability to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them;
 - (b) affect the ability of Nunavik Inuit to participate in and benefit from government programs for Nunavik Inuit or aboriginal people generally as the case may be; benefits received under such programs shall be determined by general criteria for such programs established from time to time;
 - (c) affect the rights of Nunavik Inuit as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time; or
 - (d) affect the rights and benefits of Nunavik Inuit contained in the *James Bay and Northern Québec Agreement*.
- 2.4 The several Articles of this Agreement, the Preamble and all Schedules to this Agreement shall be read together and interpreted as one Agreement. For greater certainty, the Preamble and Schedules of this Agreement shall form an integral part thereof.
- 2.5 This Agreement shall be the entire Agreement and there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
- 2.6 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties shall make best efforts to amend this Agreement to remedy the invalidity or to replace the invalid provision.

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- 2.7 Neither party to this Agreement shall have a claim or cause of action based on a finding that any provision of this Agreement is invalid.
- 2.8 Neither Government, Makivik nor any Nunavik Inuit eligible to be enrolled in this Agreement shall challenge, or support a challenge to, the validity of any provision of this Agreement.
- 2.9 There shall be Inuktitut, English and French versions of this Agreement. The English and French versions shall be the authoritative versions.
- 2.10 Subject to sections 2.11 and 2.12, all federal, territorial and local government laws shall apply to Nunavik Inuit and Nunavik Inuit Lands.
- 2.11 Where there is any inconsistency or conflict between any federal, territorial and local government laws, and this Agreement, this Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.12 Where there is any inconsistency or conflict between any legislation ratifying or implementing this Agreement and any other legislation, the ratifying and implementing legislation shall prevail to the extent of the inconsistency or conflict.
- 2.13 Amendments to this Agreement shall require the consent of the parties as evidenced by:
- (a) in respect of Her Majesty, an order of the Governor-in-Council, and
 - (b) in respect of Nunavik Inuit, a resolution of Makivik, except as provided otherwise by its by-laws.
- 2.14 Any power vested in a Minister of the Government of Canada or in a Minister of the Executive Council of the Government of Nunavut, pursuant to the provisions of this Agreement, may be transferred to another Minister of the Government of Canada, or to another Minister of the Executive Council of the Government of Nunavut, respectively. Makivik shall be given notice of such transfer.
- 2.15 Nothing in this Agreement shall restrict the authority of the Government of Canada to devolve or transfer powers or jurisdiction to the Government of Nunavut, provided that the devolution or transfer shall not abrogate or derogate from any rights of Nunavik Inuit in this Agreement. This section shall not be interpreted as affecting the fiduciary relationship between the Crown and Nunavik Inuit.

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- 2.16 Without diminishing or otherwise altering the responsibilities of Her Majesty the Queen in Right of Canada under this Agreement, where this Agreement does not identify a particular person or body responsible for exercising a function of Government, the Governor-in-Council, in the case of the Government of Canada, and the Commissioner in Executive Council, in the case of the Government of Nunavut, may designate a person or body to exercise that function on its behalf or authorize a Minister to make such a designation. Makivik shall be given notice of such designation.
- 2.17 Subject to sections 2.15 and 2.16, and except as otherwise provided for in this Agreement, a party to this Agreement shall not directly or indirectly assign or otherwise transfer any right or obligation with respect to this Agreement without the prior written consent of the other party.
- 2.18 This Agreement shall come into force upon its ratification by the parties in accordance with the ratification provisions of this Agreement.
- 2.19 Ratification of this Agreement by the parties in accordance with the ratification provisions of this Agreement is a condition precedent to the validity of this Agreement and, in the absence of such ratification, this Agreement shall be null and void and of no effect.
- 2.20 Government shall, in consultation with Makivik, prepare any legislation required to ratify or implement this Agreement, including any amendments thereto.
- 2.21 Where a Nunavik Inuk has a right of action in relation to this Agreement, Makivik may bring such action on behalf of him or her. This section shall not preclude a Nunavik Inuk from commencing an action on his or her own behalf.
- 2.22 This Agreement shall be governed by and construed in accordance with the laws of Nunavut, Newfoundland and Labrador and the laws of Canada as otherwise applicable. For greater certainty, the federal *Interpretation Act* shall apply to this Agreement.
- 2.23 The Nunavut Court of Justice shall have jurisdiction in respect of any action or proceeding arising out of this Agreement with respect to Nunavut.
- 2.24 Nothing in this Agreement shall be construed to limit any jurisdiction that the Newfoundland and Labrador court may otherwise have.
- 2.25 Nothing in this Agreement shall be construed to limit any jurisdiction the Federal Court of Canada may have from time to time.

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- 2.26 Notwithstanding any other provision of this Agreement, Government shall not be required to disclose any information that it is required or entitled to withhold under any statute relating to access to and privacy of information. Where Government has a discretion to disclose any information, it shall take this Agreement into account in exercising that discretion.
- 2.27 Nunavik Inuit Lands shall be deemed not to be Lands Reserved for Indians within the meaning of the *Constitution Act, 1867*.
- 2.28 Citation of legislation refers to legislation and successor legislation as amended from time to time:
- (a) except where the parties have provided otherwise; and
 - (b) for greater certainty, reference to the *Constitution Act, 1982* includes the 1983 amendments and any later amendments.

PART 2.29: CERTAINTY

- 2.29.1 For the purposes of section 2.29, “**government**” means Her Majesty the Queen in right of Canada and any province and the government of any territory.
- 2.29.2 Section 2.29 does not apply to any aboriginal or treaty right which the Nunavik Inuit may have;
- (a) arising from, or in the Territory defined by, the JBNQA, or
 - (b) to the extent that the right does not relate to or affect lands or natural resources.
- 2.29.3 Subject to section 2.29.2, the Nunavik Inuit will not exercise or assert any aboriginal or treaty right other than the rights set out in this Agreement.
- 2.29.4 If an aboriginal right that section 2.29.3 prevents from being exercised or asserted;
- (a) has any effect on the ability of Nunavik Inuit to exercise and enjoy all their rights that are set out in this Agreement;
 - (b) has any effect on the ability of government or any other person to exercise and enjoy all their rights, authorities, jurisdictions and privileges; and

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- (c) creates or has any other effect on an obligation of government or any other person,

then the Nunavik Inuit cede, release and surrender, as of the effective date of this Agreement, that aboriginal right to the extent required to avoid that effect.

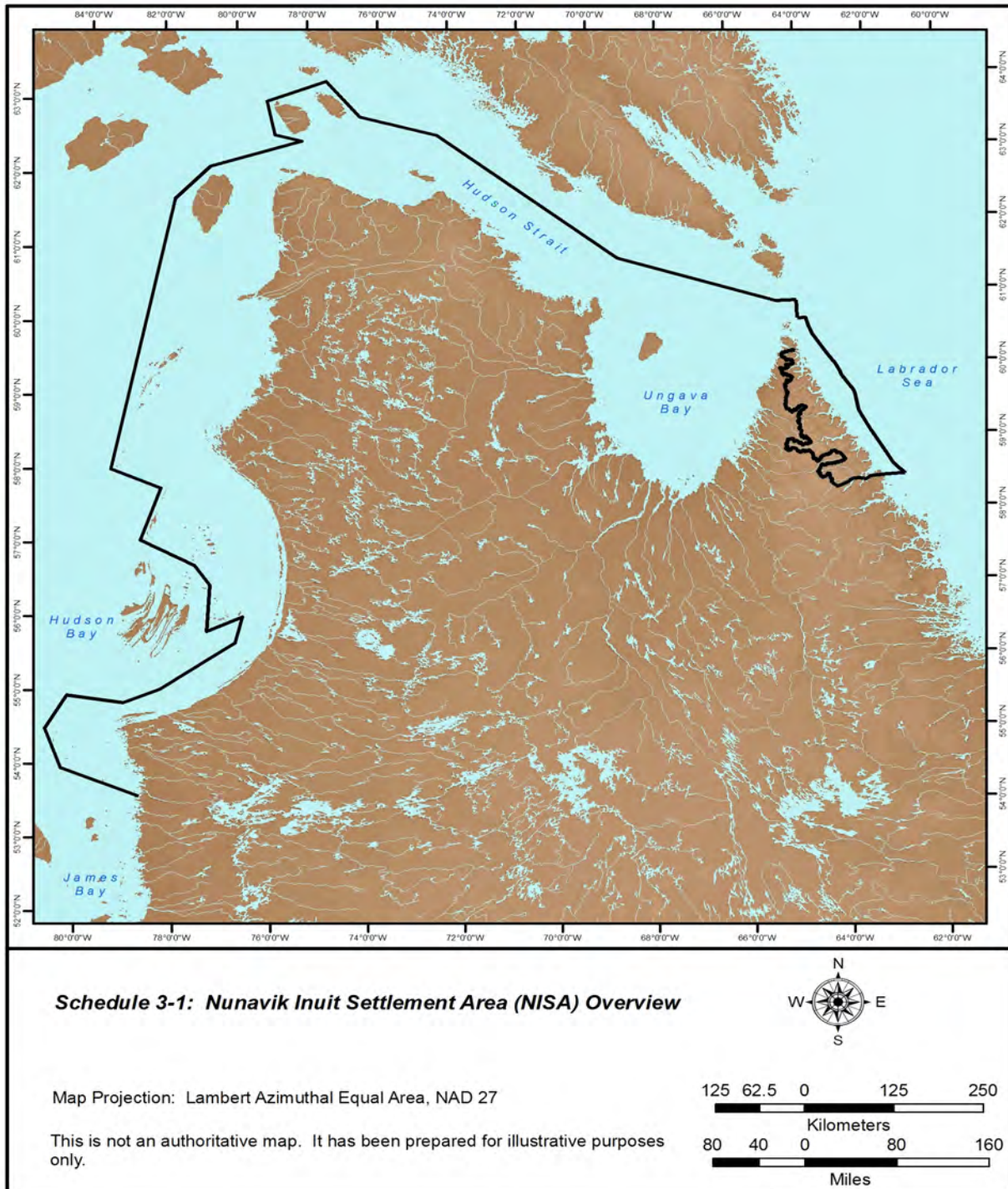
- 2.29.5 The Nunavik Inuit release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they ever had, now have or may have in the future, arising from any act or omission that occurred prior to the effective date of this Agreement that related to or affected any aboriginal right respecting lands and natural resources held by the Nunavik Inuit.
- 2.29.6 The Nunavik Inuit release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they now have or may have in the future, based on any right that section 2.29.3 prevents from being exercised or asserted and arising from any act or omission that occurs on or after the effective date of this Agreement.
- 2.29.7 The Nunavik Inuit shall indemnify and forever save harmless government from any claim to which sections 2.29.5 or 2.29.6 apply and that was brought on or after the effective date of this Agreement against government. For greater certainty, the right to be indemnified shall not extend to any claim relating to or in any way arising from the failure of government to carry out its obligations under this Agreement.
- 2.29.8 The right to be indemnified under section 2.29.7 applies only if government vigorously defends the claim and does not compromise or settle it without the consent of the Nunavik Inuit. The right to be indemnified under section 2.29.7 does not apply to any costs incurred by government in such a defence or settlement.

ARTICLE 3

NUNAVIK INUIT SETTLEMENT AREA

- 3.1 The Nunavik Inuit Settlement Area (NISA) as shown on Schedule 3-1 is comprised of the following components:
- (a) the Nunavik Marine Region; and
 - (b) the Labrador Inuit Settlement Area portion of the Nunavik Inuit/Labrador Inuit overlap area.
- 3.2 The Nunavik Marine Region, which, for greater certainty, includes the areas of equal use and occupancy and the overlap area of the Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area, is that offshore area adjacent to, but not in, Québec described in Schedule 3-2 and shown on the map contained in Schedule 3-3.
- 3.3 The Labrador Inuit Settlement Area portion of the Nunavik Inuit/Labrador Inuit overlap area is set out in Article 29.
- 3.4 In the event of a discrepancy between the descriptions of Schedule 3-2 and the map of Schedule 3-3, Schedule 3-2 shall prevail.
- 3.5 For greater certainty, all coordinates are in reference to the North American Datum 1927 (NAD 27) unless otherwise stated in Schedule 3-2.
- 3.6 For greater certainty, Nunavik Inuit shall enjoy additional rights to areas outside NISA as provided by other provisions of this Agreement.

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SCHEDULE 3-2

GEOGRAPHIC COORDINATES OF THE NUNAVIK MARINE REGION (NMR)

The Nunavik Marine Region, as illustrated on Schedule 3-3, includes all the marine area, islands, lands and waters within the following boundary:

1. Commencing at the boundary of Québec south of Chisasibi, as illustrated on Schedule 1a and Schedule 1b of Schedule 28-1, at the intersection of 53°45'31"N latitude and approximate 79°04'56"W longitude;
2. thence west following 53°45'31"N latitude to a point at the intersection of 79°06'55"W longitude, south of Tiny Island and north of locally known Aahchikuyaaniminishtikw Island;
3. thence northwesterly following the geodesic line to a point at the intersection of 54°00'N latitude and 80°50'W longitude;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30'N latitude and 81°20'W longitude, northwest of Bear Island;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the Nunavut Settlement Area (NSA), as defined in the *Nunavut Land Claims Agreement* (NLCA);
6. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 79°45'W longitude, north of Long Island;
7. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°15'N latitude and 79°00'W longitude, northeast of Long Island and southwest of Kuujjuaraapik and Whapmagoostui, Québec;
8. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik and Whapmagoostui, Québec;
9. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island;

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10. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Sallikuit Islands and west of the Nastapoka Islands;
11. thence southwesterly, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, as defined in the NLCA, to its deflection point at the intersection of 56°07'N latitude and 78°10'W longitude, southeast of the Salikuit Islands;
12. thence northerly, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, as defined in the NLCA, to its deflection point at the intersection of 56°45'N latitude and 78°15'W longitude, east of the Bakers Dozen Islands;
13. thence northwesterly, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, as defined in the NLCA, to its deflection point at the intersection of 57°00'N latitude and 78°40'W longitude, southwest of the King George Islands;
14. thence northwesterly, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, as defined in the NLCA, to its deflection point at the intersection of 57°15'N latitude and 80°00'W longitude, southwest of the Sleeper Islands;
15. thence northeasterly, coincident with the Areas of Equal Use and Occupancy in Hudson Bay, as defined in the NLCA, to its deflection point at the intersection of 58°00'N latitude and 79°45'W longitude, northwest of the Marcopeet Islands;
16. thence westerly, coincident with the NSA, to the intersection of 58°10'N latitude and 81°00'W longitude, southwest of Farmer Island;
17. thence northerly, following a geodesic line, to the intersection of 62°00'N latitude and 80°45'W longitude, west of Mansel Island, being a point coincident with the NSA;
18. thence northeast, coincident with the NSA, to the intersection of 62°30'N latitude and 80°00'W longitude, northwest of Mansel Island;
19. thence northeasterly, coincident with the NSA, to the intersection of 63°00'N latitude and 77°40'W longitude, southeast of Nottingham Island;
20. thence westerly, coincident with the Areas of Equal Use and Occupancy in Hudson Strait, as defined in the NLCA, to the intersection of 63°03'N latitude and 78°25'W longitude, southwest of Nottingham Island;

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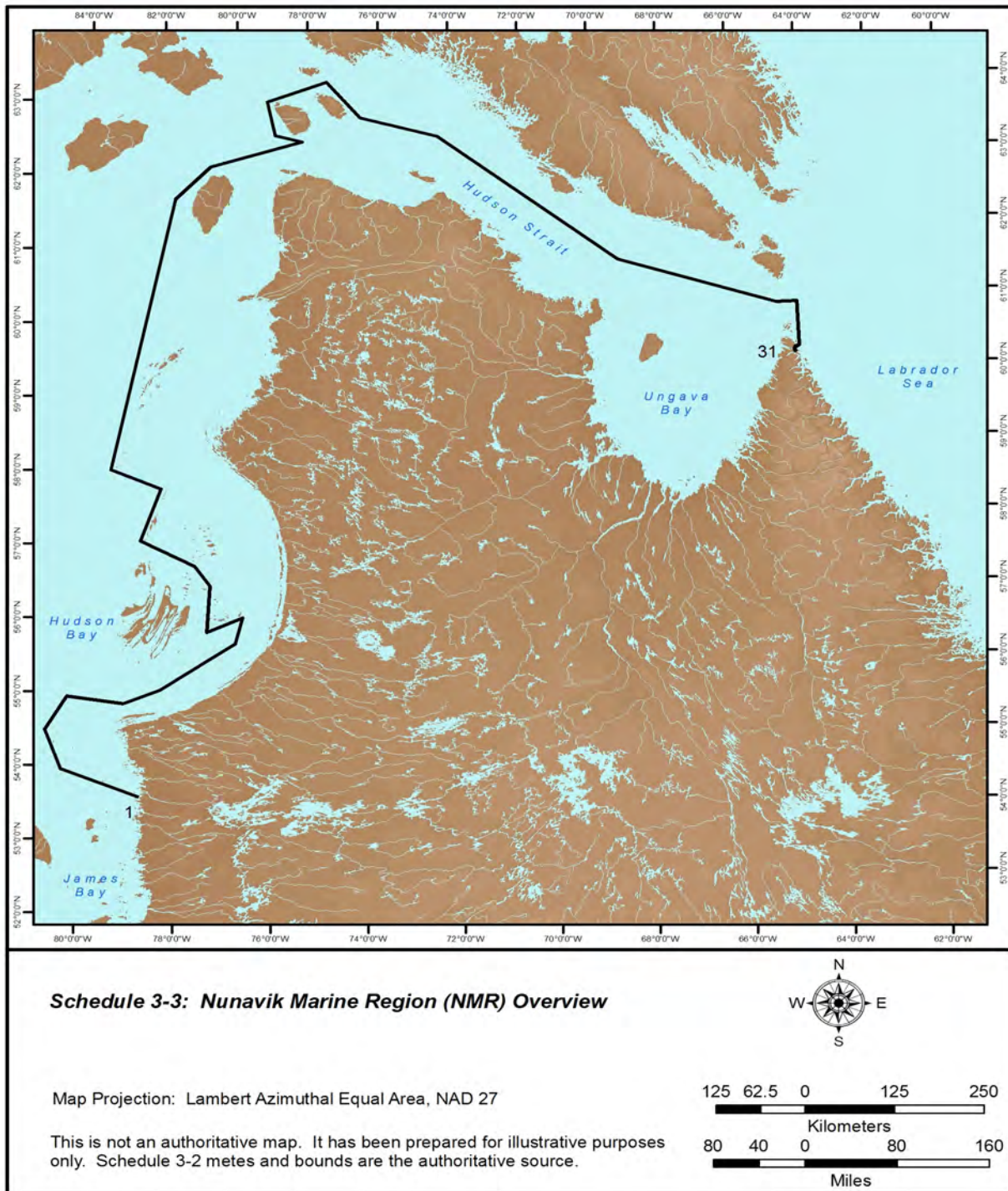
21. thence northwesterly, coincident with the Areas of Equal Use and Occupancy in Hudson Strait, as defined in the NLCA, to the intersection of 63°30'N latitude and 78°47'W longitude, west of Nottingham Island;
22. thence northeasterly, coincident with the Areas of Equal Use and Occupancy in Hudson Strait, as defined in the NLCA, to the intersection of 63°52'N latitude and 77°15'W longitude, north of Salisbury Island;
23. thence southeasterly, coincident with the Areas of Equal Use and Occupancy in Hudson Strait, as defined in the NLCA, to the intersection of 63°25'N latitude and 76°10'W longitude, approximately equidistant between the northern Québec and Baffin Island coasts, east of Salisbury Island;
24. thence easterly, coincident with the NSA, to the intersection of 63°15'N latitude and 74°00'W longitude, north of Charles Island;
25. thence southeasterly, coincident with the NSA, to the intersection of 61°38'N latitude and 69°00'W longitude, northeast of Quaqtaq, Québec;
26. thence southeasterly, coincident with the NSA, to the intersection of 61°00'N latitude and 64°55'W longitude, northwest of the Button Islands;
27. thence east, coincident with the NSA, to the intersection of 61°00'N latitude and 64°24'W longitude, northeast of the Button Islands;
28. thence southwesterly, following a geodesic line, to the northwest corner of the Labrador Inuit Settlement Area, as defined in the *Land Claim Agreement between the Inuit of Labrador and Her Majesty the Queen in Right of Newfoundland and Labrador and Her Majesty the Queen in Right of Canada* at approximate 60°59'59.6"N latitude and approximate 64°24'03.3"W longitude;
29. thence southerly and westerly, coincident with the Labrador Inuit Settlement Area, to the intersection on the shore of Cape Chidley at the Newfoundland and Labrador and Nunavut boundary;
30. thence southwesterly, following the said boundary across Killiniq Island to its intersection at the northern shore of McLelan Strait;

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31. thence southwesterly, crossing McLelan Strait, to the boundary of the Province of Newfoundland and Labrador and the Province of Québec on the southern shore of McLelan Strait;

thence westerly and southerly, along the boundary of Québec, to the point of commencement.

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ARTICLE 4

ELIGIBILITY AND ENROLMENT

- 4.1 Any person who is enrolled on the Inuit Beneficiaries List pursuant to the provisions of the *James Bay and Northern Québec Agreement*, as amended from time to time, shall be eligible to be enrolled as a beneficiary under this Agreement. For the purposes of determining eligibility under this Agreement, any period during which a person is permanently resident in NISA shall be deemed to be residence in Nunavik.
- 4.2 In order to be entitled to benefit from this Agreement, a person must be enrolled on the NILCA Enrolment List.
- 4.3 No person shall be under a legal obligation to be enrolled under this Agreement.
- 4.4 Any person enrolled under this Agreement, may from time to time, decide to discontinue enrolment and, upon that person's written notice of intention to discontinue enrolment to the Registrar, that person's name shall be removed by the Registrar from the NILCA Enrolment List.
- 4.5 No persons shall be enrolled at the same time under this Agreement and any other Canadian aboriginal land claims agreement, unless the Nunavik Inuit are party to such other agreement.
- 4.6 Notwithstanding section 4.5, a person who is enrolled in another Canadian aboriginal land claims agreement and who is otherwise eligible to enrol in this Agreement may enrol in this Agreement for any period during which that person discontinues enrolment in the other land claims agreement.
- 4.7 On the effective date of this Agreement, Makivik shall designate a person who shall serve as the Registrar for purposes of this Article.
- 4.8 The Registrar shall establish and maintain the NILCA Enrolment List and enrol thereon the names of all persons who are eligible to be enrolled in accordance with this Article.
- 4.9 The Registrar shall remove the name of a person listed on the NILCA Enrolment List if that person no longer meets the enrolment requirements pursuant to section 4.1.

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- 4.10 The Registrar shall annually provide a free copy of the NILCA Enrolment List to the Government of Canada and to the Nunavut Government, and make such list available to the public.
- 4.11 The Registrar shall be responsible for coordinating the enrolment procedures set out in these provisions.
- 4.12 The Government of Canada shall pay all reasonable costs incurred by the Registrar for the establishment and maintenance of the NILCA Enrolment List until the second anniversary of the effective date of this Agreement.

ARTICLE 5

WILDLIFE

PART 5.1: GENERAL

Definitions

5.1.1 In this Article:

“adjusted basic needs level” means the level of harvesting by Nunavik Inuit identified in sections 5.2.15 to 5.2.18;

“basic needs level” means the level of harvesting by Nunavik Inuit identified in sections 5.2.12 to 5.2.14;

“Hudson Bay Zone” means those areas of James Bay and Hudson Bay that are not part of the NMR or another land claims settlement area;

“international agreement” means a wildlife agreement between the Government of Canada and one or more foreign states or associations of foreign states;

“Local Nunavimmi Umajulivijiit Katujiqatigininga” or ***“LNUK”*** means a local hunters, fishermen and trappers association described in Part 5.7;

“mariculture” means the culture, propagation, keeping in captivity or husbandry of wildlife of the marine environment;

“non-quota limitation” means a limitation of any kind, except a total allowable take, and may include a limitation on season of harvest, sex of wildlife, size of wildlife, age of wildlife or method of harvest;

“Northern Davis Strait Zone” means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying north of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0A, and that is not part of the Nunavut Settlement Area;

“Nunavik Inuit guide” means, for the purposes of Part 5.3, a Nunavik Inuk approved by the RNUK or LNUK to act as a guide.

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“Regional Nunavimmi Umajulivijiit Katujiqatigininga” or ***“RNUK”*** means the regional hunters, fishermen and trapping association described in Part 5.7;

“Southern Davis Strait Zone” means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying south of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0B, and that is not part of the Nunavut Settlement Area; and

“total allowable take” for a species, stock or population means an amount of wildlife able to be lawfully harvested as established by the NMRWB pursuant to sections 5.2.10 and 5.2.11.

Principles

5.1.2 This Article recognizes and reflects the following principles:

- (a) Nunavik Inuit have traditionally used and occupied the NMR and continue to do so;
- (b) from Nunavik Inuit traditional use and occupancy flow certain legal interests with respect to wildlife which Nunavik Inuit enjoy throughout the NMR;
- (c) Nunavik Inuit are traditional and current users of wildlife and other resources of the NMR and have developed particular knowledge and understanding of the region and resources;
- (d) the Nunavik Inuit population is steadily increasing;
- (e) a long-term, healthy, renewable resource economy is both viable and desirable;
- (f) there is a need for an effective system of wildlife management that respects Nunavik Inuit harvesting rights and priorities;
- (g) there is a need for systems of wildlife management that provide optimum protection to the renewable resource economy;
- (h) the wildlife management system and the exercise of Nunavik Inuit harvesting rights are governed by and subject to the principles of conservation;

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- (i) Nunavik Inuit shall have an effective role in all aspects of wildlife management; and
- (j) Government has ultimate responsibility for wildlife management and agrees to exercise this responsibility in the NMR in accordance with the provisions of this Article.

Objective

5.1.3 The objective of this Article is to create a wildlife management system for the NMR that:

- (a) defines and protects Nunavik Inuit harvesting rights;
- (b) is governed by and implements the principles of conservation;
- (c) reflects levels, patterns and the character of Nunavik Inuit harvesting;
- (d) promotes the long-term economic, social and cultural interests of Nunavik Inuit;
- (e) provides for harvesting and continued access by persons other than Nunavik Inuit;
- (f) recognizes the value of Nunavik Inuit approaches to wildlife management and Nunavik Inuit knowledge of wildlife and wildlife habitat and integrates those approaches with knowledge gained through scientific research;
- (g) integrates the management of all wildlife species and wildlife habitat within a comprehensive management system;
- (h) provides for public participation and promotes public confidence in wildlife management, particularly amongst Nunavik Inuit;
- (i) establishes the NMRWB to make decisions pertaining to wildlife management; and
- (j) provides for effective coordination with other institutions responsible for the management of wildlife migrating between the NMR and other areas.

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Principles of Conservation

- 5.1.4 The principles of conservation will be interpreted and applied giving full regard to the principles and objective outlined in sections 5.1.2 and 5.1.3 and the rights and obligations set out in this Article.
- 5.1.5 For the purposes of this Article the principles of conservation are:
- (a) the maintenance of the natural balance of ecological systems within the NMR;
 - (b) the maintenance of vital, healthy wildlife populations capable of sustaining harvesting needs as defined in this Article;
 - (c) the protection of wildlife habitat; and
 - (d) the restoration and revitalization of depleted populations of wildlife and wildlife habitat.

Application

- 5.1.6 For greater certainty, none of the rights in this Article other than those in Part 5.4 apply in respect of wildlife harvested outside the NMR.
- 5.1.7 Provisions of this Article shall be interpreted in a manner consistent with Article 29.

PART 5.2: ESTABLISHMENT OF NUNAVIK MARINE REGION WILDLIFE BOARD

Membership

- 5.2.1 There shall be established on the effective date of this Agreement an institution of public government to be known as the Nunavik Marine Region Wildlife Board (NMRWB) consisting of seven (7) members to be appointed as follows:
- (a) Makivik shall appoint three (3) members;
 - (b) the federal Minister responsible for fish and marine mammals and the federal Minister responsible for the Canadian Wildlife Service shall each appoint one (1) member;
 - (c) the Government of Nunavut Minister responsible for wildlife shall appoint one (1) member; and

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- (d) from nominations provided by the members referred to in paragraphs (a), (b) and (c) above, the federal Minister responsible for fish and marine mammals, in consultation with the federal Minister responsible for the Canadian Wildlife Service and jointly with the Government of Nunavut Minister responsible for wildlife, shall appoint a chairperson. For greater certainty, any nominations of the above mentioned members for chairperson shall be decided by consensus of those members, failing which, the nominations shall be decided by a majority of votes cast.

5.2.2 Makivik and Government shall have the right to have technical advisors attend all meetings as non-voting observers.

Mandate of the NMRWB

5.2.3 The NMRWB shall be the main instrument of wildlife management in the NMR and the main regulator of access to wildlife and have the primary responsibility in relation thereto in the manner described in this Agreement. Accordingly, the NMRWB shall perform the following functions:

- (a) establishing, modifying or removing levels of total allowable take for a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with sections 5.2.10 and 5.2.11;
- (b) ascertaining the basic needs level for a species, stock or population of wildlife other than anadromous fish spawning in Québec, in accordance with sections 5.2.12 to 5.2.14;
- (c) adjusting the basic needs level for a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with sections 5.2.15 to 5.2.18;
- (d) allocating from the total allowable take opportunities to harvest a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with section 5.3.13;
- (e) establishing, modifying or removing non-quota limitations in accordance with sections 5.2.19 to 5.2.22;
- (f) participating in research in accordance with subsection 5.2.7.1 and section 5.2.8;

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- (g) determining sufficiency of information and identifying and undertaking measures necessary to obtain the information to enable the NMRWB to establish the basic needs levels in accordance with section 5.2.14;
 - (h) cooperating with other wildlife management institutions which deal with species that are harvested in the NMR and migrate outside the NMR;
 - (i) setting any trophy fees on wildlife harvested in the NMR;
 - (j) providing advice to any other management institutions as requested on all matters relating to management, conservation, protection and regulation of wildlife and wildlife habitat; and
 - (k) any other function the NMRWB is required to perform by this Agreement and not specifically referred to in this section.
- 5.2.4 In addition to its primary functions outlined in section 5.2.3, the NMRWB shall in its discretion perform the following functions related to management and protection of wildlife and wildlife habitat:
- (a) except for national parks, national park reserves and national marine parks, approve the establishment, disestablishment, and changes to boundaries of protected areas and Marine Protected Areas, related to management and protection of wildlife and wildlife habitat;
 - (b) identify wildlife management zones and areas of high biological productivity and provide recommendations to the Nunavik Marine Region Planning Commission with respect to planning in those areas;
 - (c) approve plans for management and protection of particular wildlife habitats including areas within protected areas;
 - (d) approve plans for:
 - (i) management, classification, protection, restocking or propagation, cultivation or husbandry of particular wildlife, including endangered species;
 - (ii) the regulation of imported non-indigenous species and the management of transplanted wildlife populations;

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- (e) provide advice to departments, the Nunavik Marine Region Impact Review Board and other concerned agencies and appropriate persons regarding mitigation measures and compensation to be required from commercial and industrial developers which cause damage to wildlife habitat;
 - (f) approve designation of species at risk;
 - (g) provide advice as to requirements for the promotion of wildlife education, information and training of Nunavik Inuit for wildlife management; and
 - (h) any other functions assigned to it by this Agreement.
- 5.2.5 The NMRWB may perform other activities relating to the management of wildlife in the NMR and to the regulation of access to wildlife in the NMR as agreed by the NMRWB, Government and Makivik.
- 5.2.6 While habitat management and protection is an integral function of wildlife management, and as such is commensurate with the NMRWB's responsibilities for wildlife matters, primary responsibility for the management of lands, including flora, shall be exercised by the appropriate institutions of public government.

Research

- 5.2.7.1 There is a need for an effective system of wildlife management, and to be effective, the system of management requires an efficient, coordinated research effort. The NMRWB, in fulfilling its management functions, requires an informed and effective role in wildlife research and its direction. The ability and right of the Government of Canada and the Government of Nunavut to continue their own research functions shall not be prejudiced by this subsection. Accordingly, the NMRWB shall:
- (a) identify research requirements and deficiencies pertinent to wildlife management and the rational utilization of wildlife resources, and promote and encourage on an ongoing basis, research aimed at meeting requirements and overcoming deficiencies;
 - (b) identify relevant persons and agencies to undertake wildlife research;
 - (c) review research proposals and applications and, where appropriate, recommend on the acceptance or rejection of such proposals to the appropriate government agency;

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- (d) collect, classify, and disseminate wildlife statistics and information and maintain a data base adequate for such purposes; and
 - (e) carry out all other research functions consistent with its responsibilities.
- 5.2.7.2 To assist the NMRWB in carrying out its research functions pursuant to this section, Canada shall provide the NMRWB on the effective date of this Agreement a payment of \$5 Million.
- 5.2.8 Further to its responsibilities in sub-section 5.2.7.1, the NMRWB shall:
 - (a) establish and maintain an open file system for all raw and interpreted data and information regardless of its source;
 - (b) promote and encourage training for Nunavik Inuit in the various fields of wildlife research and management;
 - (c) promote and encourage the employment of Nunavik Inuit and the use of Nunavik Inuit organizations in research and technical positions made available through government and private sector research contracts; and
 - (d) prior to the carrying out of research, communicate, consult and cooperate with residents of Nunavik and MDOs likely to be affected.

Proper Identification

- 5.2.9 The NMRWB shall determine the documentation required as proper identification for the purposes of section 5.3.18. Such documentation must be acceptable to Government.

Total Allowable Take

- 5.2.10 Subject to the terms of this Article and except for anadromous fish spawning in Québec, the NMRWB shall have sole authority to establish or modify or remove from time to time as circumstances require levels of total allowable take or harvesting for all species in the NMR.
- 5.2.11 The total allowable take will be expressed by the NMRWB for a species, stock or population by any method that the NMRWB considers appropriate.

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Basic Needs Level

- 5.2.12 Where a total allowable take has been determined by the NMRWB in accordance with sections 5.2.10 and 5.2.11, the NMRWB shall establish a basic needs level in accordance with this Part.
- 5.2.13 The basic needs level shall reflect the following needs:
- (a) consumption or use by Nunavik Inuit; and
 - (b) marketing or trade by Nunavik Inuit for consumption or use in Nunavik.
- 5.2.14 A basic needs level can be based, when the NMRWB considers it appropriate, on existing information. For a species, stock or population where the NMRWB determines that insufficient information exists to enable it to establish the basic needs level, the NMRWB in conjunction with the RNUK and LNUKs shall identify and undertake the measures necessary to obtain the information required to enable the NMRWB to effectively establish the basic needs level.

Adjusted Basic Needs Level

- 5.2.15 The NMRWB shall periodically review the basic needs level for each species, stock or population and determine whether an additional allocation is required to meet any or all of increased needs for:
- (a) consumption or use by Nunavik Inuit; and
 - (b) marketing or trade by Nunavik Inuit for consumption or use in Nunavik.
- 5.2.16 In reaching its decision, the NMRWB shall take into consideration the following factors:
- (a) population growth and demographic change on a community and regional basis, including the establishment of new communities;
 - (b) changing patterns of consumption and other uses including adjustments for marketing and trade in Nunavik;
 - (c) the nutritional and cultural importance of wildlife to Nunavik Inuit;

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- (d) variations in availability of and accessibility to species other than the species under consideration; and
 - (e) current use of wildlife for personal consumption by other residents of Nunavik in light of their length of residency.
- 5.2.17 The adjusted basic needs level may expand up to the entire total allowable take. In any year the adjusted basic needs level may float upward or downward, but shall never fall below the basic needs level.
- 5.2.18 The NMRWB shall conduct its review for various species, stocks or populations from time to time as requested by the appropriate Minister, by the RNUK or a LNUK or by a member of the NMRWB.

Non-quota Limitations

- 5.2.19 Subject to the terms of this Article, the NMRWB shall have sole authority to establish, modify or remove, from time to time and as circumstances require, non-quota limitations on harvesting in the NMR.
- 5.2.20 The NMRWB may distinguish between Nunavik Inuit harvesters and other harvesters in establishing, modifying or removing non-quota limitations, but non-quota limitations for Nunavik Inuit harvesters shall not be more severe than non quota limitations for other harvesters.
- 5.2.21 Non-quota limitations established on Nunavik Inuit shall not unduly or unreasonably constrain their harvesting activities.
- 5.2.22 Non-quota limitations on harvesting in force on the effective date of this Agreement shall be deemed to have been established by the NMRWB and shall remain in effect until removed or otherwise modified by the NMRWB in accordance with this section.

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PART 5.3: HARVESTING

Nunavik Inuit Rights to Harvest

- 5.3.1 Subject to the terms of this Article and except for anadromous fish spawning in Québec, where a total allowable take for a species, stock or population of wildlife has not been established, a Nunavik Inuk shall have the right to harvest that species, stock or population in the NMR up to the full level of his or her economic, social, and cultural needs.
- 5.3.2 For the purpose of section 5.3.1, full level of needs means full level of harvest.
- 5.3.3 Where a total allowable take for a species, stock or population of wildlife has been established by the NMRWB pursuant to sections 5.2.10 and 5.2.11 a Nunavik Inuk shall have the right to harvest that species in accordance with the terms of this Article.
- 5.3.4 Except for anadromous fish spawning in Québec, any restriction or quota on the amount of wildlife that may be harvested that is in force immediately prior to the effective date of this Agreement shall be deemed to have been established by the NMRWB, and shall remain in effect until removed or otherwise modified by the NMRWB in accordance with this Article.
- 5.3.5 Any restriction or quota on the amount of anadromous fish spawning in Québec that may be harvested that is in force immediately prior to the effective date of this Agreement shall remain in effect until removed or otherwise modified by the responsible authority.
- 5.3.6 Subject to the terms of this Article, where under the *James Bay and Northern Québec Agreement*, Nunavik Inuit have been allocated a quota or amount of anadromous fish spawning in Québec that may be taken by them in Québec, all or part of that quota or amount may be harvested by Nunavik Inuit in the NMR.

Presumption as to Needs

- 5.3.7 Subject to section 5.3.8, the NMRWB shall presume as a matter of fact and without further evidence that Nunavik Inuit need the total allowable take established by the NMRWB of:
- (a) all scallops and mussels;
 - (b) all beluga whales;

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- (c) all polar bears; and
 - (d) eiderdown from eider duck nests.
- 5.3.8 Except where unpredicted and extensive growth of a wildlife population dictates otherwise, the NMRWB shall not examine a presumption set out in section 5.3.7 for the purpose of rebuttal until 20 years after the effective date of this Agreement. The NMRWB may examine a presumption for the purpose of rebuttal after 20 years has expired and at intervals thereafter of not less than five (5) years.
- 5.3.9 The NMRWB shall not be under any obligation pursuant to section 5.3.8 to examine a presumption for the purpose of rebuttal unless requested to do so by the appropriate Minister or by the RNUK or a LNUK.
- 5.3.10 In assessing the economic, social and cultural needs of Nunavik Inuit, the NMRWB shall consider:
 - (a) actual levels of harvest;
 - (b) availability of and accessibility to wildlife; and
 - (c) the general economic, social and cultural conditions and circumstances of Nunavik Inuit.
- 5.3.11 In examining a presumption for the purpose of rebuttal, the NMRWB shall treat each discrete population of wildlife on a case-by-case basis.
- 5.3.12 Presumptions as to need shall not be implemented so as, in themselves, to prevent government wildlife officers and researchers from harvesting wildlife for purposes of research or of predator or disease control, as approved by the NMRWB.

Allocation of Total Allowable Take

- 5.3.13.1 Where a total allowable take has been established pursuant to sections 5.2.10 and 5.2.11 the total allowable take and the allocation shall be allocated in the following order of priorities:
 - (a) an amount to provide for the basic needs level or the adjusted basic needs level as the case may be;

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- (b) an amount to provide for personal consumption by residents of Nunavik other than Nunavik Inuit and any Inuit visiting the NMR;
 - (c) an amount to provide for the continuation of lawfully authorized commercial operations, including commercial fisheries existing at the date effective of this Agreement;
 - (d) an amount to provide for the establishment of economic ventures sponsored by MDOs including commercial harvesting, domestication and animal husbandry, propagation, aquaculture and mariculture; and
 - (e) an amount to provide for commercial, recreational, or other uses, considering the various demands on the resource and the benefits that may accrue to the local economy of Nunavik or Nunavut.
- 5.3.13.2 Any ongoing exploratory, experimental or test fisheries in the NMR, other than Nunavik Inuit fisheries, will cease at the end of the fiscal year this Agreement takes effect.
- 5.3.14 Where the total allowable take is equal to or less than the basic needs level or the adjusted basic needs level as the case may be, Nunavik Inuit shall have the right to harvest the entire total allowable take.

Commercial Operations

- 5.3.15 A MDO shall have the right of first refusal to establish and operate any new commercial operation excluding commercial fisheries in the NMR involving:
- (a) non-consumptive uses of wildlife within the NMR;
 - (b) recreational fishing and other consumptive uses of wildlife within the NMR; and
 - (c) marketing and processing of all wildlife, wildlife parts and wildlife products within the NMR.

Applicable Conditions

- 5.3.16 All harvesting activities pursuant to commercial fishing licenses or similar authorizations shall be subject to laws of general application.

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Existing Commercial Fishing Licenses

- 5.3.17 For greater certainty, but subject to subsections 5.3.13.1 and 5.3.13.2, nothing in this Part prevents the Minister from continuing to issue commercial fishing licenses that were eligible for issuance on the effective date of this Agreement to whomever the Minister chooses.

Licensing

- 5.3.18 Subject to the terms of this Article, a Nunavik Inuk with proper identification as determined by the NMRWB in accordance with section 5.2.9 may harvest up to his or her basic needs level or adjusted basic needs level as the case may be without any form of license or permit and without imposition of any form of fee.
- 5.3.19 Nunavik Inuit may be required to obtain a license from the responsible management agency for the harvest of those species of cetaceans not regularly harvested during the 12 months preceding October 25, 2002. Such licenses shall not be unreasonably withheld or subject to an unreasonable fee.
- 5.3.20 Where any commercial operation approved in accordance with this Article and undertaken by Nunavik Inuit in the NMR requires a license under laws of general application, said license shall be issued forthwith by the appropriate Minister and at a fair fee.

Disposition of Harvest

- 5.3.21.1 Subject to subsections 5.3.21.2 and 5.3.21.3, Nunavik Inuit shall have the right to dispose freely, sell, barter, trade, exchange, buy, possess and give to Nunavik Inuit, other Canadian Inuit and other beneficiaries of the *James Bay and Northern Québec Agreement* either inside or outside the NMR, for personal consumption, any wildlife lawfully harvested.
- 5.3.21.2 Nunavik Inuit may be required by the appropriate government agency to obtain a permit to transport wildlife outside the NMR. If such permit is required, the federal or territorial government agency shall issue the permit upon demand, unless it has good cause for refusing, the permit, and the permit may contain terms and conditions as established by laws of general application. Any fees for such permit shall be waived.
- 5.3.21.3 The right to dispose in subsection 5.3.21.1 is subject to laws of general application regarding the sale or offer for sale of any migratory birds, migratory bird eggs, or parts thereof.

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- 5.3.21.4 Any disposition of harvest other than a disposition described in subsection 5.3.21.1 is subject to laws of general application.

Assignment

- 5.3.22.1 The RNUK may assign any part, other than the whole, of the Basic Needs Level or Adjusted Basic Needs Levels for the purpose of sport harvesting to any non-Nunavik Inuit qualified to harvest under laws of general application. For greater certainty, a Nunavik Inuk may not assign a right to harvest.
- 5.3.22.2 Notwithstanding sub-section 5.3.22.1 and subject to paragraph 5.7.2(f), a Nunavik Inuk may assign a right to harvest to his or her spouse or person cohabiting as his or her spouse.
- 5.3.22.3 Subject to paragraph 5.7.2(f), the assignor under sub-section 5.3.22.2 may establish terms and conditions for any assignment pursuant to sub-section 5.3.22.2, including, but not limited to, the requirement for an assignee to use a Nunavik Inuit guide approved by an LNUK.
- 5.3.22.4 The RNUK may establish terms and conditions for any assignment pursuant to sub-section 5.3.22.1 including, but not limited to, the requirement for an assignee to use a Nunavik Inuit guide approved by the RNUK or LNUK.
- 5.3.22.5 No assignment pursuant to sub-section 5.3.22.1 shall be for a term, including any option for renewal, exceeding three (3) years. Any assignment for a term exceeding three (3) years shall be null and void.
- 5.3.22.6 No assignment pursuant to sub-section 5.3.22.2 shall be for a term, including any option for renewal, exceeding one (1) year. Any assignment for a term exceeding one (1) year shall be null and void.
- 5.3.22.7 Notwithstanding anything in sub-sections 5.3.22.1 and 5.3.22.4,
- (a) any future Basic Needs Level or Adjusted Basic Needs Level for migratory birds and their eggs between March 10 and September 1 in any given year;
 - (b) the harvest authorized by Article II, Section 4 (a) of the Protocol Amending 1916 *Migratory Birds Convention Act*, 1994, c-22, M-7.01;

shall not be assignable to persons mentioned in paragraph 5.3.22.1, unless permitted by laws of general application.

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5.3.22.8 Any assignments pursuant to section 5.3.22 shall be in writing.

Methods of Harvesting

5.3.23 A Nunavik Inuk may employ any type, method or technology to harvest pursuant to the terms of this Article that does not:

- (a) conflict with a non-quota limitation on type, method or technology of harvest established by the NMRWB under sections 5.2.19 to 5.2.22;
- (b) conflict with laws of general application regarding humane killing of wildlife, public safety and firearms control; or
- (c) result in harmful alteration to the environment.

Provision of Information

5.3.24 Notwithstanding anything else in this Agreement, a Nunavik Inuk may be obliged by the appropriate agency of Government to supply any information regarding harvesting activities or harvesting-related activities that laws of general application would require harvesters other than Nunavik Inuit to supply in comparable circumstances.

Enforcement

5.3.25 Any penalties imposed on Nunavik Inuit with respect to harvesting in a manner contrary to this Agreement shall, as a general principle, be just and equitable, and shall not be more severe than those applicable to harvesters other than Nunavik Inuit in comparable situations.

Right of Access by Nunavik Inuit

5.3.26 Except as otherwise set out in this Agreement, all Nunavik Inuit shall have free and unrestricted access throughout the NMR for the purpose of harvesting.

5.3.27 The right of access granted or acknowledged by section 5.3.26 is subject to:

- (a) laws of general application enacted for the purpose of public safety;
- (b) any restrictions established by the NMRWB for the purpose of conservation;

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- (c) in the case of protected areas, any bilateral agreement between Nunavik Inuit affected and the management agency of such protected area;
 - (d) any land use activity otherwise not in conflict with this Agreement, to the extent that the right of access is incompatible with that land use activity and for only as long as is necessary to permit that land use to be exercised; and
 - (e) non-quota limitations on type, method or technology of harvest established for a Marine Protected Area.
- 5.3.28 In the event that a Nunavik Inuk or a MDO disagrees with any interested party as to the incompatibility of harvesting activities with land use pursuant to paragraph 5.3.27(d), the matter shall be resolved in accordance with Article 24.
- 5.3.29 In the case of an inconsistency or conflict between measures taken pursuant to paragraphs 5.3.27 (b) and 5.3.27 (c), those measures taken under paragraph 5.3.27 (c) shall prevail to the extent of such inconsistency or conflict.

Areas Not Subject to Right of Access

- 5.3.30.1 The right of access granted or acknowledged by section 5.3.26 shall not extend to:
- (a) lands that are dedicated to military or national security purposes or being temporarily used for such purposes under the *National Defence Act*;
 - (b) lands, other than Nunavik Inuit Lands, that are:
 - (i) owned in fee simple at the effective date of this Agreement;
 - (ii) granted in fee simple after the effective date of this Agreement, where such parcel of land is less than 1.6 square kilometre;
 - (iii) subject to an agreement for sale at the effective date of this Agreement, or
 - (c) any place, other than Nunavik Inuit Lands, that is within a radius of 1.6 kilometre of any building, structure or other facility on lands under a surface lease, an agreement for sale or owned in fee simple.

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- 5.3.30.2 Except for the trapping of fur bearing animals, there shall be no commercial harvesting in national parks, and national park reserves unless otherwise authorized by laws of general application.
- 5.3.30.3 The right of access set out in section 5.3.26 is subject to limitations established for a Marine Protected Area provided that any such limitation shall limit harvesting for the basic needs level and the adjusted basic needs level only to the extent necessary to effect a conservation purpose in accordance with sections 5.1.4 and 5.1.5.

Rights of Navigation

- 5.3.31 The right of access granted or acknowledged by section 5.3.26 shall not impede the exercise of the rights of navigation.

Emergency Kills

- 5.3.32 Notwithstanding anything else in this Agreement, a person may kill wildlife if it is necessary to preserve a human life or to protect that person's property.
- 5.3.33 Notwithstanding anything else in this Agreement, a person may kill and consume wildlife where it is necessary to prevent starvation.
- 5.3.34 Sections 5.3.32 and 5.3.33 shall not be construed as providing lawful excuse under any law of general application to a person who kills wildlife as a result of his or her mismanagement.
- 5.3.35 A person who kills wildlife under sections 5.3.32 or 5.3.33 shall dispose of valuable parts of the wildlife to the concerned LNUK and shall provide notice to the NMRWB.

PART 5.4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

- 5.4.1 Government shall maintain a structure or structures to promote coordinated management for migratory marine species in Southern and Northern Davis Strait and Hudson Bay Zones and adjacent areas.
- 5.4.2 The NMRWB shall appoint appropriate representation from Nunavik to the structure or structures referred to in section 5.4.1.
- 5.4.3 A structure or structures referred to in section 5.4.1 shall not diminish the decision-making role of the NMRWB within the NMR.

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- 5.4.4 Government shall seek the advice of the NMRWB with respect to any wildlife management decisions in Southern and Northern Davis Strait and Hudson Bay Zones which would affect the substance and value of Nunavik Inuit harvesting rights and opportunities within the NMR. The NMRWB shall provide relevant information to Government that would assist in wildlife management in Southern and Northern Davis Strait and Hudson Bay Zones and adjacent areas.
- 5.4.5 Part 5.8 of this Article shall apply to any international or domestic interjurisdictional agreement relating to wildlife management applicable to Southern and Northern Davis Strait and Hudson Bay Zones.
- 5.4.6 The NMRWB may identify wildlife research requirements and deficiencies, review research proposals and applications, and where appropriate recommend acceptance or rejection of such proposals or applications within Southern and Northern Davis Strait and Hudson Bay Zones and, in making any decisions which affects Southern Davis Strait and Hudson Bay Zones, Government shall consider such recommendations.
- 5.4.7 The commercial harvesting benefits provided to Nunavut Inuit by Government in the Southern and Northern Davis Strait Zones shall exceed the commercial harvesting benefits provided by Government to the Nunavik Inuit in those Zones.

Commercial Harvesting: Southern Davis Strait Zone

- 5.4.8 A portion of the total allowable catch of turbot established by the Minister for NAFO Division 0B in the calendar year in which this Agreement takes effect and in subsequent calendar years will be allocated to one (1) or more MDOs to harvest in the Southern Davis Strait Zone. The portion will include any turbot allocation for the Southern Davis Strait Zone provided to, or to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect. The portion in any calendar year will be determined for that year as follows:
- (a) 2.54% of that part of the total allowable catch established by the Minister for NAFO Division 0B equal to or less than 5,500 metric tonnes; and
 - (b) 10% of that part of the total allowable catch established by the Minister for NAFO Division 0B in excess of 5,500 metric tonnes.

but, for greater certainty, nothing in paragraphs (a) and (b) prevents the Minister from providing to a MDO, or a MDO from acquiring, outside of this Agreement, any additional allocation of turbot in the Southern Davis Strait Zone.

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- 5.4.9 For the purposes of section 5.4.8, where a turbot allocation has been provided to, or is to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect, Makivik and any such subsidiaries will be deemed to be a MDO as of the effective date of this Agreement.
- 5.4.10 The Minister will provide access to the portion of the total allowable catch of turbot referred to in section 5.4.8 through a fishing license issued to one (1) or more MDOs or by some other means.
- 5.4.11 Where, in any calendar year after the effective date of this Agreement, the Minister establishes a total allowable catch in NAFO Division 0B or the Southern Davis Strait Zone for a species of groundfish other than turbot, the Minister shall offer access to a MDO through a fishing license issued to the MDO or by some other means for 10% of the total allowable catch to harvest in the Southern Davis Strait Zone.
- 5.4.12 In any calendar year after the calendar year in which this Agreement takes effect, 7% of any increase in the total allowable catch for shrimp established by the Minister for NAFO Division 0B will be allocated to one (1) or more MDOs to harvest in the Southern Davis Strait Zone. This amount will include any part of the increase provided to, or to be provided to, Makivik or any of its subsidiaries.
- 5.4.13 For the purposes of section 5.4.12, “increase” means, for any calendar year after the calendar year in which this Agreement takes effect, the amount by which the total allowable catch for shrimp established by the Minister in that calendar year for a specific area exceeds the total allowable catch for shrimp established by the Minister for that same area in the calendar year in which this Agreement takes effect.
- 5.4.14 For the purposes of section 5.4.12, where a shrimp allocation has been provided to, or is to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect, Makivik and any such subsidiaries will be deemed to be a MDO as of the effective date of this Agreement.
- 5.4.15 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.13 through a fishing license issued to one (1) or more MDOs or by some other means.

Commercial Harvesting: Northern Davis Strait Zone

- 5.4.16 In any calendar year after the calendar year in which this Agreement takes effect, 8.8% of any increase in the total allowable catch for shrimp established by the Minister for NAFO Division 0A will be allocated to one (1) or more MDOs to harvest in the

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Northern Davis Strait Zone. This amount will include any part of the increase provided to or to be provided to, Makivik or any of its subsidiaries.

- 5.4.17 For the purposes of section 5.4.16 “increase” means, for any calendar year after the calendar year in which this Agreement takes effect, the amount by which the total allowable catch for shrimp established by the Minister in that calendar year for a specific area exceeds the total allowable catch for shrimp established by the Minister for that same area in the calendar year in which this Agreement takes effect.
- 5.4.18 For the purposes of section 5.4.16, where a shrimp allocation has been provided to, or is to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect, Makivik and any such subsidiaries will be deemed to be a MDO as of the effective date of this Agreement.
- 5.4.19 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.16 through a fishing license issued to one (1) or more MDOs or by some other means.

Commercial Harvesting: Hudson Bay Zone

- 5.4.20 Government recognizes the importance of the principles of adjacency and economic dependence of communities in Nunavik on marine resources, and shall give special consideration to these factors when allocating commercial fishing licenses within the Hudson Bay Zone. Adjacency means adjacent to or within a reasonable geographic distance of the Hudson Bay Zone. The principles will be applied in such a way as to promote a fair distribution of licenses between the residents of Nunavik and the other residents of Canada and in a manner consistent with Canada’s interjurisdictional obligations.

Marine Management

- 5.4.21 The Nunavik Marine Region Planning Commission (NMRPC), the Nunavik Marine Region Impact Review Board (NMRIRB) and the NMRWB may jointly, as a Nunavik Marine Region Council, or individually advise and make recommendations to other government agencies regarding marine areas outside of the NMR and Government shall consider such advice and recommendations in making decisions which affect marine areas outside of the NMR.

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Interpretation

- 5.4.22 Part 5.4 shall be interpreted in a manner consistent with Canada's sovereignty, sovereign rights and jurisdiction, and with Canada's international obligations.

PART 5.5: DECISIONS

Judicial Review

- 5.5.1 Judicial review of a decision of the NMRWB shall be available on the grounds set out in s. 28 of the *Federal Court Act*, RSC 1985, c.F-7, at the motion of a person personally aggrieved or materially affected by the decision.
- 5.5.2 Except as provided for in section 5.5.1, no decision, order or direction of the NMRWB shall be questioned or reviewed in any court and no order shall be made or proceeding taken in any court whether by way of injunction, declaratory judgment, *certiorari*, *mandamus*, or prohibition or otherwise to question, review, prohibit or restrain the NMRWB or any of its proceedings.

Criteria for Decisions Restricting or Limiting Nunavik Inuit Harvesting by NMRWB and/or Minister

- 5.5.3 Decisions of the NMRWB or a Minister made in relation to Parts 5.2 and 5.3 shall restrict or limit Nunavik Inuit harvesting only to the extent necessary:
- (a) to effect a conservation purpose in accordance with sections 5.1.4 and 5.1.5;
 - (b) to give effect to the allocation system outlined in this Article, to other provisions of this Article and to Articles 27, 28 and 29; or
 - (c) to provide for public health or public safety.
- 5.5.4.1 Certain populations of wildlife found in the NMR cross jurisdictional boundaries and are harvested outside the NMR by persons resident elsewhere. Accordingly, the NMRWB and the Minister in exercising their responsibilities in relation to section 5.2.3, paragraphs 5.2.4 (b), (c), (d), (f), (h), and sections 5.2.10 to 5.2.22, 5.3.8, 5.3.10 and 5.3.11 shall also take account of harvesting activities outside the NMR and the terms of domestic interjurisdictional agreements or international agreements pertaining to such wildlife.

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5.5.4.2 In making decisions affecting protected areas, the NMRWB and the Minister shall also take into account the special purposes and policies relating to those areas.

5.5.5 Where a decision of the NMRWB is made in relation to a presumption as to needs or adjusted basic needs level, the Minister may reject or disallow that decision only if the Minister determines that the decision is not supported by or consistent with the evidence that was before the NMRWB or available to it.

Legal Effect of Decisions of the NMRWB (Government of Canada Jurisdiction)

5.5.6 All decisions made by the NMRWB in relation to paragraphs 5.2.3 (a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28, and 29 of this Agreement shall be made in the manner set out in sections 5.5.7 to 5.5.13.

5.5.7 When the NMRWB makes a decision, it shall forward that decision to the Minister. The NMRWB shall not make that decision public.

5.5.8 After receiving a decision of the NMRWB pursuant to section 5.5.7, the Minister shall within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB:

- (a) accept the decision and notify the NMRWB in writing; or
- (b) reject the decision and give the NMRWB reasons in writing for so doing.

5.5.9 The Minister shall be deemed to have accepted the decision of the NMRWB when:

- (a) the Minister has so notified the NMRWB in writing; or
- (b) the Minister has not rejected the decision within the time period and in the manner required pursuant to section 5.5.8.

5.5.10 Where the Minister is deemed to have accepted a decision of the NMRWB as provided in section 5.5.9, the Minister shall proceed forthwith to do all things necessary to implement that decision.

5.5.11 Where the Minister rejects a decision of the NMRWB pursuant to section 5.5.8, the NMRWB shall reconsider the decision in light of the written reasons provided by the Minister and make a final decision, which it shall forward to the Minister. The NMRWB may make the final decision public.

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5.5.12 After receiving a final decision of the NMRWB made pursuant to section 5.5.11, the Minister may:

- (a) accept the final decision;
- (b) reject the final decision; or
- (c) vary the final decision,

and shall provide reasons for rejecting or varying the decision.

5.5.13 Where a final decision has been received by the Minister pursuant to section 5.5.12 and the Minister decides to accept or vary the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

Legal Effect of Decisions of the NMRWB (Territorial Government Jurisdiction)

5.5.14 All decisions made by the NMRWB in relation to paragraphs 5.2.3(a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28 and 29 of this Agreement shall be made in the manner set out in sections 5.5.15 to 5.5.21.

5.5.15 When the NMRWB makes a decision, it shall forward that decision to the Minister. The NMRWB shall not make that decision public.

5.5.16 After receiving a decision of the NMRWB pursuant to section 5.5.15, the Minister shall within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB:

- (a) accept the decision and notify the NMRWB in writing; or
- (b) reject the decision and give the NMRWB reasons in writing for so doing.

5.5.17 The Minister shall be deemed to have accepted the decision of the NMRWB when:

- (a) the Minister has so notified the NMRWB in writing; or
- (b) the Minister has not rejected or recommended a variation of the decision within the time period and in the manner required pursuant to section 5.5.16.

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- 5.5.18 Where the Minister is deemed to have accepted a decision of the NMRWB as provided in section 5.5.17, the Minister shall proceed forthwith to do all things necessary to implement that decision.
- 5.5.19 Where the Minister rejects a decision or recommends a variation of the decision of the NMRWB pursuant to section 5.5.16, the NMRWB shall reconsider the decision in light of the written reasons for the rejection or recommended variation of the decision provided by the Minister and make a final decision, which it shall forward to the Minister. The NMRWB may make the final decision public.
- 5.5.20 After receiving a final decision of the NMRWB made pursuant to section 5.5.19, the Minister may:
- (a) accept the final decision;
 - (b) reject the final decision; or
 - (c) vary the final decision,
- and shall provide reasons for rejecting or varying the decision.
- 5.5.21 Where a final decision has been received by the Minister pursuant to section 5.5.20 and the Minister decides to accept the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

Interim Decisions

- 5.5.22 When urgent and unusual circumstances require an immediate modification in harvesting activities, the Minister or the Minister's delegated agent may make and implement any reasonable interim decision. The NMRWB shall conduct a full review as soon as practicable thereafter.

Ministerial Management Initiative

- 5.5.23 Nothing in this Article will prevent a Minister, on the Minister's own initiative, from referring a management matter to the NMRWB. Where a matter is referred, the NMRWB shall deal expeditiously with it. The NMRWB will respond to Ministerial initiatives with decisions in time to permit Ministers to meet their national and international obligations.

PART 5.6: NMRWB: ADMINISTRATIVE PROCEDURES

Membership on the NMRWB

- 5.6.1 Each member shall be appointed to hold office during good behaviour for a term of four (4) years. A member may be reappointed to office.
- 5.6.2 A member may be removed from office at any time for cause by the body appointing that member under section 5.2.1.
- 5.6.3 Each member shall, before entering upon their duties as such, take and subscribe before an officer authorized by law to administer oaths, an oath in the form set out in Schedule 5-1.
- 5.6.4 Rules relating to conflict of interest set out in specified federal and territorial laws shall apply to members, but no member who is a Nunavik Inuk shall be considered biased solely because the member is a Nunavik Inuk.
- 5.6.5 Where a vacancy occurs, a replacement member may be appointed by the body that made the original appointment under section 5.2.1 for the remainder of the original term.
- 5.6.6 All members of the NMRWB, except the chairperson, shall have one (1) vote and the chairperson shall vote only in order to break a tie.
- 5.6.7 All decisions of the NMRWB shall be decided by consensus, failing which, they shall be decided by a majority of votes cast.
- 5.6.8 Each member may execute either a general or special proxy in favour of another member.

Meetings

- 5.6.9 A vacancy in the membership of the NMRWB does not impair the right of the remainder to act.
- 5.6.10 The head office of the NMRWB shall be in Nunavik.
- 5.6.11 The NMRWB shall meet as often as it deems fit, but no less than twice a year.

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- 5.6.12 The chairperson shall convoke a meeting of the NMRWB within twenty-one (21) days of receipt from any two (2) members of the NMRWB of a written request indicating the purpose of such meeting.
- 5.6.13 The NMRWB shall, whenever practicable, meet in Nunavik.
- 5.6.14 The NMRWB shall conduct its business in Inuktitut and, as required by legislation or policy, in Canada's official languages.
- 5.6.15 Four (4) members physically present constitute a quorum, except that the NMRWB may modify the requirement for being physically present through a by-law permitting use of teleconference, or like facilities, in circumstances of emergency.

Costs

- 5.6.16 The cost of the NMRWB shall be the responsibility of Government. The NMRWB shall prepare an annual budget subject to review and approval by Government.
- 5.6.17 Each member shall be paid fair and reasonable remuneration for work on the NMRWB.
- 5.6.18 Each member shall be entitled to be paid such travelling and living expenses incurred by that member in the performance of their duties as are consistent with Federal Treasury Board guidelines for travelling and living expenses of public servants.
- 5.6.19 The costs of each non-voting observer shall be borne by the person or organization sending that observer.

By-laws

- 5.6.20 The NMRWB may make by-laws and rules respecting:
- (a) the calling of meetings and sittings of the NMRWB;
 - (b) the conduct of business at meetings of the NMRWB and the establishment of special and standing committees of the NMRWB and the fixing of quorums for committee meetings;
 - (c) the carrying on of the work of the NMRWB, the management of its internal affairs, and the duties of its officers and employees;

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- (d) the procedure for making applications, representations and complaints to the NMRWB;
- (e) the procedure for collecting information and opinion, including the procedure and conduct of public hearings; and
- (f) generally, the manner of conducting any business before the NMRWB.

Officers and Employees

- 5.6.21 The officers and employees necessary for the proper conduct of business of the NMRWB may be engaged by and shall be remunerated by the NMRWB.
- 5.6.22 Such officers and employees shall be responsible to and under the direction and control of the NMRWB.

Hearings

- 5.6.23 The NMRWB may hold public hearings into any issue requiring a decision on its part.
- 5.6.24 Any representative or agent of the Government of Canada or Government of Nunavut, any Nunavik Inuk, any LNUK or the RNUK shall be accorded the status of full party at a public hearing and the NMRWB may, at its discretion and in conformity with its rules, determine whether any other person is accorded the status of full party for the purpose of any particular public hearing.
- 5.6.25 The NMRWB may make rules distinguishing the roles reserved for full parties and roles reserved for other classes of participants at public hearings.
- 5.6.26 The NMRWB may, in any application, proceeding or matter of special importance pending before it, if in the opinion of the NMRWB the public interest so requires, hire counsel to conduct or argue the case or any particular question arising in the application, proceeding or matter.
- 5.6.27 The NMRWB shall have the same powers as commissioners appointed pursuant to Part I of the *Inquiries Act, R.S.C. 1985, c.I-11*, however, the NMRWB may not subpoena Ministers of the Crown.

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Confidential Information

- 5.6.28 The NMRWB shall in obtaining and disclosing information be subject to laws of general application relating to confidentiality of, and access to, information as if it were a government department.
- 5.6.29 Where Government has a discretion to disclose any information to the NMRWB, or the NMRWB has a discretion to disclose information to a member of the public, it shall take into account this Agreement in exercising that discretion.

Liability of the NMRWB

- 5.6.30 In discharging any duties or in exercising any powers in good faith, the NMRWB shall not be liable to any person, whether natural or artificial, for any loss or damage howsoever occurring.

PART 5.7: REGIONAL NUNAVIMMI UMAJUTVIJIT KATAJUAQATIGININGA (RNUK) AND LOCAL NUNAVIMMI UMAJUTVIJIT KATAJUAQATIGININGA (LNUK)

Structure and Functions

- 5.7.1 There shall be a LNUK for each Nunavik Inuit community to carry out powers and functions set forth in section 5.7.2. Membership in each LNUK shall be open to all Nunavik Inuit residents in a community. Each LNUK may, by by-law, provide for classes of non-voting membership and privileges that flow therefrom. Existing community organizations may, subject to their adaptation to the provisions of this section, act as LNUKs. Two (2) or more LNUKs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.
- 5.7.2 The powers and functions of LNUKs shall include the following:
- (a) acting as a consultative body for their members to the RNUK with respect to wildlife matters in relation to the NMR;
 - (b) the recommendation, on behalf of their members, of wildlife management measures and techniques for the regulation of Nunavik Inuit harvesting to the RNUK;
 - (c) the regulation of harvesting practices and techniques among members, including the use of non-quota limitations;

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- (d) the allocation and enforcement of basic needs levels and adjusted basic needs levels among members;
 - (e) generally, the management of harvesting among members; and
 - (f) the authorization, regulation and management of any assignments undertaken pursuant to paragraph 5.3.22.2.
- 5.7.3 There shall be a RNUK consisting of representatives of the LNUKs.
- 5.7.4 The powers and functions of the RNUK shall include:
 - (a) acting as a consultative body for LNUKs to the NMRWB with respect to wildlife matters in relation to the NMR;
 - (b) the recommendation, on behalf of LNUKs, of wildlife management measures and techniques for the regulation of Nunavik Inuit harvesting to the NMRWB;
 - (c) the regulation and monitoring of harvesting practices and techniques among the LNUKs, including the use of non-quota limitations;
 - (d) the allocation and enforcement of basic needs levels and adjusted basic needs levels among the LNUKs;
 - (e) subject to section 5.3.22, the assignment to any person or body other than a LNUK, with or without valuable consideration and conditions, of any portion of basic needs levels and adjusted basic needs levels;
 - (f) the RNUK, with the agreement of the relevant LNUKs and Makivik may designate a non-Nunavik Inuk spouse of a beneficiary under this Agreement as a Nunavik Inuk for the purposes of sections 5.3.1 and 5.3.26.
 - (g) generally, the management of harvesting among the LNUKs; and
 - (h) such other matters as may be set out in this Agreement.
- 5.7.5 The RNUK and the LNUKs shall each develop and adopt their own by-laws guiding their functions set out in this Article.

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- 5.7.6 Subject to section 5.7.7, the NMRWB, the LNUKs and the RNUK shall develop guidelines indicating the extent to which each LNUK shall be obliged to conform to by-laws and decisions of the RNUK.
- 5.7.7 Each LNUK shall be obliged to conform to RNUK by-laws and decisions in relation to allocation of basic needs levels and adjusted basic needs levels.
- 5.7.8 No by-law or decision of the RNUK or the LNUKs shall unreasonably prevent the individual Nunavik Inuk from harvesting for the purpose of meeting their consumption needs of and those of their dependents.
- 5.7.9 Members of the RNUK or the LNUKs shall be subject to the by-laws of their respective organization.
- 5.7.10 Funding for the operation of the RNUK and the LNUKs to enable them to fulfill their functions pursuant to this Article shall be provided by the NMRWB. The NMRWB may request from the RNUK and LNUKs an annual status report concerning their activities.
- 5.7.11 The RNUK and the LNUKs shall not exercise their authority pursuant to paragraphs 5.7.2 (c) and 5.7.4 (c) respectively in such a way as to conflict with any other regulations governing harvesting practices and techniques.
- 5.7.12 Where a LNUK is failing to perform or to exercise its powers and functions set out in section 5.7.2, or a RNUK is failing to exercise its powers and functions set out in section 5.7.4, Makivik may exercise those powers and functions until such time as the LNUK or RNUK resumes the exercise of those powers and functions.

Suits on Behalf of a Nunavik Inuk

- 5.7.13 Where a right of action as a result of the provisions of this Article accrues to a Nunavik Inuk, the LNUK of which that Nunavik Inuk is a member may, with the consent of that Nunavik Inuk, sue on behalf of that Nunavik Inuk.

PART 5.8: INTERNATIONAL AND DOMESTIC INTERJURISDICTIONAL AGREEMENTS

- 5.8.1 Any legislation implementing an international or domestic interjurisdictional agreement shall be interpreted and administered to treat Nunavik Inuit on at least as favourable a basis as any other aboriginal people in Canada.

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- 5.8.2 The Government of Canada shall include Nunavik Inuit representation in discussions leading to the formulation of Government positions in relation to an international agreement dealing with wildlife harvested in the NMR, which discussions shall extend beyond those discussions generally available to non-governmental organizations.
- 5.8.3 Nunavik Inuit representatives referred to in section 5.8.2 shall be nominated by a MDO.
- 5.8.4 Subject to section 5.8.1 all harvesting in the NMR shall be subject to legislation implementing those terms of an international agreement that were in existence at the effective date of this Agreement.
- 5.8.5 Government agrees that the NMRWB shall have a role in the negotiation or amendment of domestic interjurisdictional agreements commensurate with its status and responsibilities in the management of wildlife in the NMR.

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SCHEDULE 5-1

OATH OF OFFICE

I, _____, do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly, and, to the best of my judgment, skill and ability, execute and perform the duties required of me as a member of the Nunavik Marine Region Wildlife Board.

(So help me God).

ARTICLE 6

LAND USE PLANNING

PART 6.1: APPLICATION

6.1.1 In this Article:

"land" includes water and resources including wildlife.

6.1.2 The appropriate government departments and agencies shall be responsible for the implementation of land use plans approved in accordance with section 6.5.9.

6.1.3 This Article applies to both land and marine areas within the NMR.

PART 6.2: PLANNING PRINCIPLES, POLICIES, PRIORITIES AND OBJECTIVES

6.2.1 The following principles shall guide the development of planning policies, priorities and objectives:

- (a) people are a functional part of a dynamic biophysical environment, and land use cannot be planned and managed without reference to the human community; accordingly, social, cultural and economic endeavours of the human community must be central to land use planning and implementation;
- (b) the primary purpose of land use planning in the NMR shall be to protect and promote the existing and future well being of those persons and communities resident in or using the NMR taking into account the interests of all Canadians; special attention shall be devoted to protecting and promoting the existing and future well-being of Nunavik Inuit and Nunavik Inuit Lands;
- (c) the planning process shall ensure land use plans reflect the priorities and values of the residents and users of the planning regions;
- (d) the public planning process shall provide an opportunity for the active and informed participation and support of Nunavik Inuit and other residents or users affected by the land use plans; such participation shall be promoted through various means, including ready access to all relevant materials,

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appropriate and realistic schedules, recruitment and training of local Nunavik Inuit and other local residents and users to participate in comprehensive land use planning;

- (e) plans shall provide for the conservation, development and utilization of land;
- (f) the planning process shall be systematic and integrated with all other planning processes and operations, including the impact review process contained in this Agreement; and
- (g) an effective land use planning process requires the active participation of both Government and Nunavik Inuit.

6.2.2 The objective of the planning process shall be:

- (a) to develop planning policies, priorities and objectives regarding the conservation, development, management and use of land in the NMR;
- (b) consistent with paragraph (a), to prepare land use plans which guide and direct resource use and development in the NMR; and
- (c) the implementation of land use plans.

6.2.3 In developing planning policies, priorities and objectives, factors such as the following shall be taken into account:

- (a) economic opportunities and needs;
- (b) community infrastructural requirements, including housing, health, education and other social services, and transportation and communication services and corridors;
- (c) cultural factors and priorities;
- (d) environmental protection and management needs, including wildlife conservation, protection and management; and
- (e) energy requirements, sources and availability.

PART 6.3: LAND USE PLANS

- 6.3.1 A land use plan shall be a document containing text, schedules, figures and maps for the establishment of objectives and guidelines for short-term and long-term development, taking into account factors such as the following:
- (a) demographic considerations;
 - (b) the natural resource base and existing patterns of natural resource use;
 - (c) economic opportunities and needs;
 - (d) transportation and communication services and corridors;
 - (e) energy requirements, sources and availability;
 - (f) community infrastructural requirements, including health, housing, education and other social services;
 - (g) environmental considerations, including Protected Areas, as defined in Article 11, and wildlife habitat;
 - (h) cultural factors and priorities, including the protection and preservation of archaeological sites and outpost camps, as the latter term is defined in the NLCA; and
 - (i) special local and regional considerations.
- 6.3.2 The purpose of a land use plan shall be to protect and promote the existing and future well-being of those persons and communities resident in or using of the NMR, taking into account the interests of all Canadians, and to protect, and where necessary, to restore the environmental integrity of the NMR.
- 6.3.3 A land use plan shall contain an implementation strategy.

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PART 6.4: NUNAVIK MARINE REGION PLANNING COMMISSION (NMRPC)

Establishment

- 6.4.1 The NMRPC is hereby established as an institution of public government with the major responsibilities to:
- (a) establish broad planning policies, objectives and goals for the NMR in conjunction with Government;
 - (b) develop, consistent with other provisions of this Article, land use plans that guide and direct resource use and development in the NMR; and
 - (c) generally, fulfill the objectives of this Agreement in the manner described, and in accordance with the general principles mentioned in section 6.2.1, as well as such additional functions as may be agreed upon from time to time by Government and the MDO.
- 6.4.2 The head office of the NMRPC shall be in Nunavik.
- 6.4.3 The costs of the NMRPC shall be the responsibility of Government. The NMRPC shall prepare an annual budget, subject to review and approval by Government.

Role and Responsibility

- 6.4.4 Consistent with this Agreement, the NMRPC shall:
- (a) identify planning regions;
 - (b) identify specific planning objectives, goals and variables that apply to planning regions and are consistent with the broader objectives and goals;
 - (c) contribute to the development and review of Arctic marine policy;
 - (d) disseminate information and data;
 - (e) solicit opinions from municipalities, residents and others about planning objectives, goals and options of the region;
 - (f) prepare and circulate draft land use plans;

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- (g) promote public awareness and discussion and conduct public hearings and debate throughout the planning process;
- (h) recommend plans to the Ministers;
- (i) consider modifications requested by the Ministers in the event that a draft plan is rejected;
- (j) consider amendments to a land use plan in accordance with Part 6;
- (k) determine whether a project proposal is in conformity with a land use plan;
- (l) monitor projects to ensure that they are in conformity with land use plans; and
- (m) report annually to the Ministers and the MDO on the implementation of land use plans.

Composition and Appointment

- 6.4.5 The size and makeup of the membership of the NMRPC may vary, but the Government of Canada and Territorial Government shall each recommend at least one (1) member and the MDO shall nominate a number of members equal to the total number recommended by Government. The NMRPC members shall be appointed by the Minister of Indian Affairs and Northern Development from the above-noted recommendations and nominations.
- 6.4.6 Federal and territorial public servants shall not be appointed to the NMRPC.
- 6.4.7 At least half of the membership of the NMRPC shall be residents of Nunavik.
- 6.4.8 The MDO shall have the right to substitute from time to time alternates for its nominated members in order to ensure appropriate representation for the region for which planning is being conducted at any one time. Such alternates shall be appointed in a manner consistent with section 6.4.5.
- 6.4.9 Subject to section 6.4.11, members shall be appointed for a term of three (3) years.

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- 6.4.10 From nominations provided by the members recommended and nominated pursuant to section 6.4.5, the Minister of Indian Affairs and Northern Development, in consultation with the Territorial Government Minister responsible for Renewable Resources, shall appoint a further member to act as a chairperson. A member of the NMRPC may be nominated as chairperson and another member appointed under section 6.4.5.
- 6.4.11 The chairperson or other member of NMRPC may be removed for cause.
- 6.4.12 Where a vacancy occurs, a replacement member may be nominated or recommended for the remainder of the term of the vacant member by the body nominating or recommending the member under sections 6.4.5 or 6.4.10. Upon receiving the recommendation or nomination the Minister shall appoint the replacement member.
- 6.4.13 A member may be reappointed.

Matters Binding on the Nunavik Marine Region Planning Commission

- 6.4.14 The chairperson and other members shall perform their duties in accordance with:
- (a) an oath following the form set out in Schedule 5-1, taken and subscribed before assuming office before an officer authorized by law to administer oaths;
 - (b) rules relating to conflict of interest set out in applicable federal and territorial laws, provided that, where a matter before the NMRPC affects Nunavik Inuit in a general way, a member shall not be considered to have a conflict solely on the basis that the member is a Nunavik Inuk; and
 - (c) the terms of this Agreement.
- 6.4.15 The NMRPC shall conduct its business in Canada's official languages as required by legislation or policy and, upon request of any member, also in Inuktitut.

By-laws and Rules

- 6.4.16 The NMRPC shall, to the extent possible, adopt the same by-laws and rules as those of the Nunavut Planning Commission.
- 6.4.17 Subject to 6.4.16, the NMRPC may make by-laws and rules respecting:
- (a) the calling of meetings and sittings of the NMRPC;

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- (b) the conduct of business at meetings of the NMRPC and the establishment of technical panels of the NMRPC;
- (c) the procedures for making submissions, representations and complaints to the NMRPC;
- (d) the procedures for collecting information and opinion, including the procedures for conducting formal and informal public hearings;
- (e) generally the manner of conducting the business of or before the NMRPC; and
- (f) the admissibility of evidence.

6.4.18 In conducting its hearings, the NMRPC shall:

- (a) at all times, give weighty consideration to the tradition of Nunavik Inuit oral communication and decision making; and
- (b) allow standing at all hearings to a MDO.

6.4.19 The NMRPC may, within its approved budget, engage and fix the remuneration of experts or persons having technical or special knowledge to assist the NMRPC.

Co-ordination with adjacent institutions

6.4.20 Legislation may, subject to any matter contained in this Agreement, enable the NMRPC to coordinate the discharge of its powers, functions and duties with other similar institutions having jurisdiction over areas adjacent to the NMR.

6.4.21 The NMRPC shall make best efforts to coordinate the discharge of its powers, functions and duties with adjacent institutions.

PART 6.5: DEVELOPMENT AND REVIEW OF LAND USE PLANS

6.5.1 A NMR land use plan shall be formulated by the NMRPC in accordance with section 6.5.4 to guide and direct short term and long term development in the NMR. Regional or sub-regional components of the land use plan shall be implemented where approved pursuant to section 6.5.9.

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- 6.5.2 The first stage of the formulation of a land use plan, after such consultation as the NMRPC finds appropriate, shall be the preparation of a draft land use plan by the NMRPC.
- 6.5.3 The NMRPC shall prepare a draft land use plan in accordance with section 6.5.4 and, upon completion, shall make the draft land use plan public and solicit written and oral comments from all appropriate federal and territorial government agencies, MDOs, communities and the general public.
- 6.5.4 The NMRPC shall:
- (a) conduct public hearings on the draft plans;
 - (b) evaluate the draft plans in light of representations made at the public hearings; and
 - (c) as appropriate, revise the draft plans.
- 6.5.5 Upon completion of the process in section 6.5.4, the NMRPC shall submit the draft plan as revised along with a written report of the public hearings to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for Renewable Resources. The NMRPC shall also make the revised draft land use plan public.
- 6.5.6 Upon receipt of the revised draft land use plans, the Ministers jointly shall, as soon as practicable:
- (a) accept the plan; or
 - (b) refer it back to the NMRPC for reconsideration accompanied by written reasons; the NMRPC may make the reasons of the Ministers public.
- 6.5.7 The NMRPC shall reconsider the plan in light of written reasons and shall resubmit the plan to the Ministers for final consideration.
- 6.5.8 Upon accepting a plan, the Minister of Indian Affairs and Northern Development shall seek Cabinet approval and commitment, and the Territorial Government Minister responsible for Renewable Resources shall seek approval and commitment of the Executive Council.

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- 6.5.9 Upon approval by Cabinet and the Executive Council, the plan shall be implemented on the basis of jurisdictional responsibility. All federal and territorial government departments and agencies shall conduct their activities and operations in accordance with the plan as approved.
- 6.5.10 The NMRPC shall review all applications for project proposals. Upon receipt and review of a project proposal, the NMRPC or members thereof or officers reporting to the NMRPC shall:
- (a) determine whether the project proposals are in conformity with plans; and
 - (b) forward the project proposals with its determination and any recommendations to the appropriate federal and territorial agencies.

The land use plan may make provision for the NMRPC to approve minor variances.

- 6.5.11 Where the NMRPC has determined that a project proposal is not in conformity with the plan, the proponent may apply to the appropriate Minister for exemption. The Minister may exempt the project proposal from conformity with the plan and shall, subject to sections 7.3.2 and 7.3.3, refer it to NMRIRB for screening. Nonconforming project proposals shall not be sent to NMRIRB until such exemption is obtained or a variance has been approved.
- 6.5.12 Where the appropriate Minister exempts a project proposal, the Minister shall supply the NMRPC with written reasons and such reasons shall be made public.
- 6.5.13 Sections 6.5.10 to 6.5.12 shall apply where a land use plan has been approved pursuant to section 6.5.9.

PART 6.6: AMENDMENT AND PERIODIC REVIEW OF LAND USE PLANS

- 6.6.1 Government, a MDO, or any person affected by a plan, may propose amendments to the plan to the NMRPC.
- 6.6.2 The NMRPC shall consider a proposed amendment and, if it deems a review appropriate, review the proposal publicly.
- 6.6.3 Upon completion of the process in section 6.6.2, the NMRPC shall recommend to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for Renewable Resources that:

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- (a) the proposed amendment be rejected in whole or in part; or
 - (b) the proposed amendment be accepted, in whole or in part.
- 6.6.4 If the Ministers rejects the recommendations of the NMRPC, sections 6.5.6 and 6.5.7 shall apply *mutatis mutandis*.
- 6.6.5 An amendment to a plan shall be effective when approved by the Ministers.

PART 6.7: MUNICIPALITIES

- 6.7.1 In the event that any municipalities are created in the NMR, sections 6.7.2 to 6.7.4 shall guide land use planning for such municipalities and their involvement in land use planning.
- 6.7.2 The principles of land use planning as set out in this Article shall be applied in the development of municipal plans. The development of municipal plans shall be the responsibility of the municipalities as provided for in territorial government legislation.
- 6.7.3 In the development of a regional land use plan, the NMRPC shall give great weight to the views and wishes of the municipalities in the areas for which planning is being conducted.
- 6.7.4 The NMRPC and municipal planning authorities shall cooperate to ensure that regional and municipal land use plans are compatible.

PART 6.8: INTERPRETATION

- 6.8.1 Land use plans shall be developed and implemented in a manner consistent with Article 5.
- 6.8.2 The land use planning process shall apply to Nunavik Inuit Lands. Land use plans shall take into account Nunavik Inuit goals and objectives for Nunavik Inuit Lands.

PART 6.9: WASTE CLEAN-UP

- 6.9.1 The NMRPC shall identify and prioritize the requirement to clean-up waste sites in NMR, including hazardous waste sites and inactive mining sites. To the extent possible, this initiative shall be co-ordinated with the development of land use plans.

ARTICLE 7

DEVELOPMENT IMPACT

PART 7.1: DEFINITIONS

7.1.1 In this Article:

"certificate" means a certificate issued by NMRIRB pursuant to sections 7.5.12 and 7.6.17;

"ecosystemic" means relating to the complex of a natural community of living organisms and its environment functioning as an ecological unit in nature;

"Minister", unless otherwise specified, means the federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed; however, the Government of Canada and Territorial Government may, within their respective jurisdictions, designate a single Minister to be responsible for NMRIRB and to perform all functions assigned to "the Minister";

"normal community resupply" means marine transportation whose primary purpose is the delivery to communities in the NMR of foodstuffs, household goods, construction materials for housing and other community-oriented facilities, and related goods and materials;

"proponent", in respect of a project proposal, means the person, body or government authority that proposes the project.

PART 7.2: NUNAVIK MARINE REGION IMPACT REVIEW BOARD (NMRIRB)

Establishment

7.2.1 A Nunavik Marine Region Impact Review Board (NMRIRB) is hereby established as an institution of public government. Responsibility for the operation of NMRIRB shall vest in the members of NMRIRB.

Functions

7.2.2 The primary functions of NMRIRB shall be:

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- (a) to screen project proposals in order to determine whether or not a review is required;
 - (b) to gauge and define the extent of the regional impacts of a project, such definition to be taken into account by the Minister in making his or her determination as to the regional interest;
 - (c) to review the ecosystemic and socio-economic impacts of project proposals;
 - (d) to determine, on the basis of its review, whether project proposals should proceed, and if so, under what terms and conditions, and then report its determination to the Minister; in addition, NMRIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister; and
 - (e) to monitor projects in accordance with the provisions of Part 7.
- 7.2.3 The mandate of NMRIRB shall not include the establishment of requirements for socio-economic benefits.
- 7.2.4 NMRIRB shall carry out such other functions as are identified or contemplated in this Agreement, and such additional functions as may be agreed to from time to time by a MDO and the Government of Canada or Territorial Government or as may be set out in legislation.

Primary Objectives

- 7.2.5 In carrying out its functions, the primary objectives of NMRIRB shall be at all times to protect and promote the existing and future well-being of the persons and communities resident in or using the NMR, and to protect the ecosystemic integrity of the NMR. NMRIRB shall take into account the well-being of residents of Canada outside the NMR.

Membership and Mode of Appointment

- 7.2.6 NMRIRB shall be a board composed of five (5) members, one (1) of whom shall be the chairperson. The members shall be appointed as follows:
- (a) two (2) members shall be appointed by the federal Minister responsible for Northern Affairs, upon nomination by the MDO;

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- (b) one (1) member shall be appointed by a Minister of the Government of Canada;
 - (c) one (1) member shall be appointed by the Minister of the Territorial Government responsible for Renewable Resources;
 - (d) from nominations agreed to and provided by persons appointed under (a), (b) and (c) the chairperson shall be appointed by the federal Minister responsible for Northern Affairs in consultation with the Territorial Government;
 - (e) in the nomination and appointment of a chairperson, preference shall be given to persons resident in Nunavik where candidates are equally qualified.
- 7.2.7 In the initial appointment of NMRIRB members, one (1) member under paragraph 7.2.6 (a) and the member under paragraph 7.2.6 (b) shall be appointed for three (3) years, and the other members under paragraphs 7.2.6 (a) and (c) shall be appointed for four (4) years. Thereafter, all appointments shall be for a term of three (3) years, except that any member appointed to replace any member whose term has not expired shall be appointed for the balance of the term of his or her predecessor.
- 7.2.8 The chairperson shall be appointed for a three (3)-year term.
- 7.2.9 Members of NMRIRB may be removed from office at any time for cause.
- 7.2.10 Where a vacancy occurs, a replacement member may be nominated and appointed pursuant to the provisions of section 7.2.6 for the remainder of the term of the former member.
- 7.2.11 Members of NMRIRB may be reappointed.
- 7.2.12 Members of NMRIRB shall perform their duties in accordance with:
 - (a) an oath following the form set out in Schedule 5-1, taken and subscribed before assuming office, before an officer authorized by law to administer oaths;
 - (b) relevant laws relating to conflict of interest, provided that no board member who is a Nunavik Inuk shall be considered biased solely because the member is a Nunavik Inuk; and
 - (c) the terms of this Agreement.

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- 7.2.13 Additional members may be appointed from time to time in the same manner and ratio as set out in paragraphs 7.2.6 (a), (b) and (c). Such members may be appointed for a specific purpose, or for a term not exceeding three (3) years.
- 7.2.14 Legislation may authorize NMRIRB to constitute itself into panels consisting of two (2) or more NMRIRB members. Such panels shall be composed of an equal number of Government and MDO nominees. Legislation may authorize the NMRIRB to delegate to a panel all or any powers of the NMRIRB, including the right to hold hearings.

Head Office, Meetings

- 7.2.15 The head office of NMRIRB shall be in Nunavik.
- 7.2.16 NMRIRB shall, whenever practicable, meet in Nunavik.
- 7.2.17 NMRIRB shall conduct its business in Canada's official languages as required by legislation or policy and, upon request by any member, also in Inuktitut.
- 7.2.18 The chairperson shall convene a meeting of NMRIRB within 21 days of receipt, from any three (3) members, of a written request indicating the purpose of such meetings.

Quorum, Voting

- 7.2.19 All decisions of NMRIRB shall be decided by a majority of the votes cast.
- 7.2.20 Each member other than the chairperson shall have one (1) vote on any matter requiring a decision of NMRIRB. If there is a tie vote, the chairperson shall vote on the matter.
- 7.2.21 Three (3) members of NMRIRB shall comprise a quorum.
- 7.2.22 Vacancies in NMRIRB shall not impair the right of the remainder to act.

By-laws and Rules of Procedure

- 7.2.23 The NMRIRB shall, to the extent possible, adopt the same by-laws and rules as those of the NIRB.
- 7.2.24 Subject to section 7.2.23, the NMRIRB, after due consultation, may make and shall publish its by-laws and rules of procedure respecting:

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- (a) the calling of meetings of NMRIRB;
- (b) the conduct of business at meetings of NMRIRB including the requirements with respect to physical presence and the use of tele-conferencing or like facilities;
- (c) the establishment of special and standing committees of NMRIRB, and the fixing of quorums for meetings thereof;
- (d) the carrying on of the work of NMRIRB, the management of its internal affairs, and the duties of its officers and employees;
- (e) the procedures for making representations and complaints to NMRIRB;
- (f) the procedures and guidelines for collecting information and opinions;
- (g) the procedures to be used and the admission of evidence at public hearings before NMRIRB or NMRIRB panels;
- (h) the establishment of standard guidelines for preparation of impact statements; and
- (i) generally, the manner of conducting any business of or before NMRIRB.

Co-ordination with Adjacent Institutions

- 7.2.25 Legislation may, subject to any matter contained in this Agreement, enable the NMRIRB to coordinate the discharge of its powers, functions and duties with other similar institutions having jurisdiction over areas adjacent to the NMR.
- 7.2.26 The NMRIRB shall make best efforts to coordinate the discharge of its powers, functions and duties with adjacent institutions.

Public Hearings

- 7.2.27 In designing its by-laws and rules of procedure for the conduct of public hearings, NMRIRB shall:
- (a) to the extent consistent with the broad application of the principles of natural justice and procedural fairness, emphasize flexibility and informality, and, specifically

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- (i) allow, where appropriate, the admission of evidence that would not normally be admissible under the strict rules of evidence, and
 - (ii) give due regard and weight to the tradition of Nunavik Inuit oral communication and decision-making; and
 - (b) with respect to any classification of intervenors, allow full standing to a MDO.
- 7.2.28 NMRIRB shall have the power to subpoena witnesses, documents and things in carrying out its responsibilities.
- 7.2.29 NMRIRB shall conduct its public hearings in Canada's official languages as required by legislation or policy, and, upon request of any member, applicant or intervenor, also in Inuktitut.
- 7.2.30 All necessary steps shall be taken by way of notice, dissemination of information, and scheduling and location of hearings to provide and promote public awareness of and participation at hearings.

Officers and Employees

- 7.2.31 The officers and employees necessary for the proper conduct of NMRIRB, including experts or persons having technical knowledge, may be appointed, and shall be remunerated by NMRIRB recognizing that secondment of government staff may be appropriate in certain cases.
- 7.2.32 Such officers and employees shall be responsible to, and under the direction and control of NMRIRB.
- 7.2.33 All officers and employees of NMRIRB shall conform to the same rules respecting conflict of interest as members of NMRIRB.

Costs of NMRIRB

- 7.2.34 The costs of NMRIRB shall be the responsibility of Government. NMRIRB shall prepare an annual budget subject to review and approval by Government.

PART 7.3: RELATIONSHIP TO THE LAND USE PLANNING PROVISIONS

- 7.3.1 Where the NMRPC determines, pursuant to section 6.5.10, that a project proposal is in conformity with the land use plans, or a variance has been approved, the NMRPC shall,

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subject to sections 7.3.2, 7.3.3 and 7.4.3, forward the project proposal with its determination and recommendations to NMRIRB for screening.

- 7.3.2 Project proposals falling within Schedule 7-1 shall be exempt from the requirement for screening by NMRIRB. The NMRPC shall not forward such project proposals to NMRIRB.
- 7.3.3 Notwithstanding section 7.3.2, the NMRPC may refer a project proposal falling within Schedule 7-1 to NMRIRB for screening, where the NMRPC has concerns respecting the cumulative impact of that project proposal in relation to other development activities in a planning region.
- 7.3.4 NMRIRB shall not screen project proposals that are not in conformity with land use plans, unless an exemption has been received under 6.5.11 or a variance has been approved under section 6.5.10.
- 7.3.5 Sections 7.3.1 to 7.3.4 shall apply where a land use plan has been approved pursuant to section 6.5.9. In the absence of an approved land use plan, all project proposals other than those that fall within Schedule 7-1 shall be referred by the NMRPC directly to NMRIRB for screening.

PART 7.4: SCREENING OF PROJECT PROPOSALS

- 7.4.1 Upon receipt of a project proposal, NMRIRB shall screen the proposal to determine whether it has significant impact potential, and therefore whether it requires review under Part 5 or 6.
- 7.4.2 In screening a project proposal, NMRIRB shall be guided by the following principles:
 - (a) NMRIRB generally shall determine that such a review is required when, in its judgement,
 - (i) the project may have significant adverse effects on the ecosystem, wildlife habitat or Nunavik Inuit harvesting activities,
 - (ii) the project may have significant adverse socio-economic effects on northerners,
 - (iii) the project will cause significant public concern, or

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- (iv) the project involves technological innovations for which the effects are unknown;
 - (b) NMRIRB generally shall determine that such a review is not required when, in its judgement, the project is unlikely to arouse significant public concern and
 - (i) the adverse ecosystemic and socio-economic effects are not likely to be significant, or
 - (ii) the project is of a type where the potential adverse effects are highly predictable and mitigable with known technology; and
 - (c) in determining whether a review is required or not NMRIRB shall give greater weight to the provisions of paragraph 7.4.2 (a).
- 7.4.3 Any application for a component or activity of a project proposal that has been permitted to proceed in accordance with these provisions shall be exempt from the requirement for screening by NMRIRB unless:
- (a) such component or activity was not part of the original proposal; or
 - (b) its inclusion would significantly modify the project.
- 7.4.4 Upon receipt of a project proposal, NMRIRB shall screen the proposal and indicate to the Minister in writing that:
- (a) the proposal may be processed without a review under Part 5 or 6; NMRIRB may recommend specific terms and conditions to be attached to any approval, reflecting the primary objectives set out in section 7.2.5;
 - (b) the proposal requires review under Part 5 or 6; NMRIRB shall identify particular issues or concerns which should be considered in such a review;
 - (c) the proposal is insufficiently developed to permit proper screening, and should be returned to the proponent for clarification; or
 - (d) the potential adverse impacts of the proposal are so unacceptable that it should be modified or abandoned.

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- 7.4.5 NMRIRB shall carry out its responsibilities under section 7.4.4:
- (a) where there is a legal requirement for a licensing authority to make a decision within a certain time period, within a time period that would allow the licensing authority to conform with that requirement;
 - (b) with the approval of the Minister, within a time period exceeding 45 days; or
 - (c) in any other situation, within 45 days.
- 7.4.6 Where NMRIRB indicates to the Minister that a proposal may be processed without review, the proposal shall be processed under relevant legislation, unless the Minister decides to refer it for such a review.
- 7.4.7 Where NMRIRB indicates to the Minister that a proposal requires review, the Minister shall:
- (a) where required, by law or otherwise, refer the proposal to the Minister of the Environment for review by a federal environmental assessment panel; such review shall include both socio-economic and ecosystemic impacts;
 - (b) where a proposal is not to be reviewed by a federal environmental assessment panel, refer the proposal to NMRIRB for a review of the ecosystemic and socio-economic impacts in the NMR; or
 - (c) where the proposal is not in the national or regional interest, inform the proponent that the proposal should be abandoned or modified and resubmitted to NMRIRB to be dealt with in accordance with section 7.4.4.
- 7.4.8 Where NMRIRB indicates to the Minister that a proposal should be returned to the proponent for clarification, the Minister shall return the proposal to the proponent for clarification and resubmission to NMRIRB to be dealt with in accordance with paragraphs 7.4.4 (a), (b) or (d).
- 7.4.9 Where NMRIRB indicates to the Minister that a proposal should be modified or abandoned, the Minister, after consultation with NMRIRB, shall:
- (a) return the proposal to the proponent for modification and resubmission to NMRIRB to be dealt with in accordance with section 7.4.4;

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- (b) where it appears to be in the national or regional interest that a proposal be reviewed, refer the proposal for review as provided in paragraphs 7.4.7 (a) or (b) accompanied by written reasons for that decision; or
- (c) inform the proponent that the project should be abandoned.

PART 7.5: REVIEW OF PROJECT PROPOSALS BY NMRIRB

- 7.5.1 In sending a proposal for review, the Minister may identify particular issues or concerns which NMRIRB shall consider in such a review. This shall not limit NMRIRB from reviewing any matter within its mandate.
- 7.5.2 When a project proposal has been referred to NMRIRB by the Minister for review, NMRIRB shall, upon soliciting any advice it considers appropriate, issue guidelines to the proponent for the preparation of an impact statement. It is the responsibility of the proponent to prepare an impact statement in accordance with any guidelines established by NMRIRB. Where the original project proposal submitted by the proponent for screening contains the information required for an impact statement, NMRIRB may accept the original project proposal instead of requiring the preparation of an impact statement. Where appropriate, an impact statement shall contain information with respect to the following:
 - (a) project description, including the purpose and need for the project;
 - (b) anticipated ecosystemic and socio-economic impacts of the project;
 - (c) anticipated effects of the environment on the project;
 - (d) steps which the proponent proposes to take including any contingency plans, to avoid and mitigate adverse impacts;
 - (e) steps which the proponent proposes to take to optimize benefits of the project, with specific consideration being given to expressed community and regional preferences as to benefits;
 - (f) steps which the proponent proposes to take to compensate interests adversely affected by the project;
 - (g) the monitoring program that the proponent proposes to establish with respect to ecosystemic and socio-economic impacts;

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- (h) the interests in lands and waters which the proponent has secured, or seeks to secure;
- (i) options for implementing the proposal; and
- (j) any other matters that NMRIRB considers relevant.

Hearings

- 7.5.3 NMRIRB may conduct its review by means of correspondence, public hearings or such other procedures as it deems appropriate to the nature of the project and range of impacts.

Time Frames

- 7.5.4 The Minister may propose priorities and reasonable time frames for completion of the reviews.

Matters Taken into Account

- 7.5.5 NMRIRB shall, when reviewing any project proposal, take into account all matters that are relevant to its mandate, including the following:
- (a) whether the project would enhance and protect the existing and future well-being of the persons and communities resident on or using the NMR, taking into account the interests of other Canadians;
 - (b) whether the project would unduly prejudice the ecosystemic integrity of the NMR;
 - (c) whether the proposal reflects the priorities and values of the persons resident in or using the NMR;
 - (d) steps which the proponent proposes to take to avoid and mitigate adverse impacts;
 - (e) steps the proponent proposes to take, or that should be taken, to compensate interests adversely affected by the project;
 - (f) posting of performance bonds;

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- (g) the monitoring program that the proponent proposes to establish, or that should be established, for ecosystemic and socio-economic impacts; and
- (h) steps which the proponent proposes to take, or that should be taken, to restore ecosystemic integrity following project abandonment.

NMRIRB Report

7.5.6 After reviewing the project proposal, NMRIRB shall issue a report to the Minister and the proponent containing:

- (a) its assessment of the project and its impacts;
- (b) its determination as to whether or not the project should proceed based on its assessment under (a); and
- (c) in the event the project were to proceed, terms and conditions reflecting the primary objectives set out in section 7.2.5.

7.5.7 Upon receipt of the NMRIRB report, the Minister shall:

- (a) accept the report of NMRIRB as to whether or not the project should or should not proceed, including terms and conditions;
- (b) where NMRIRB has determined that a project should proceed, reject that determination on the basis that the proposal is not in the national or regional interest; the proponent shall be so advised by NMRIRB;
- (c) where NMRIRB has determined that a project should proceed, reject the report on the grounds that
 - (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the ecosystemic and socioeconomic impacts, or
 - (ii) the terms and conditions are so onerous that they would undermine the viability of a project that is in the national or regional interest,

and in such situations NMRIRB shall reconsider terms and conditions under which the project should be approved in light of the Minister's reasons;

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- (d) where NMRIRB has determined that a project should not proceed, reject that determination on the grounds that the project should have been approved because of its importance in the national or regional interest; thereupon, the Minister shall refer the report back to NMRIRB to consider terms and conditions which should be attached to any project approval; or
 - (e) where the report is deficient with respect to ecosystemic and socio-economic issues, refer the report back to NMRIRB for further review or public hearings; upon such further review or hearings, NMRIRB shall submit a further report to the Minister which shall be accepted or rejected in accordance with paragraphs (a), (b), (c) or (d).
- 7.5.8 Upon considering or reconsidering the terms and conditions of a project approval further to paragraphs 7.5.7 (c) or (d), NMRIRB shall:
 - (a) within 30 days, or such time as agreed upon with the Minister, make any alterations it considers appropriate;
 - (b) refer its revised report back to the Minister; and
 - (c) make its revised report available to the public.
- 7.5.9 Upon receipt of a revised NMRIRB report under section 7.5.8, the Minister shall:
 - (a) accept the terms and conditions; or
 - (b) reject or vary the terms and conditions, in whole or in part, on the grounds set out in sub-paragraphs 7.5.7 (c) (i) and (ii).
- 7.5.10 The Minister shall supply NMRIRB with written reasons for every decision.
- 7.5.11 Notwithstanding sections 7.5.7 and 7.5.9, NMRIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in sections 7.5.7 and 7.5.9.
- 7.5.12 Upon completion of the process described in sections 7.5.1 to 7.5.11 where it has been determined that a project should proceed, NMRIRB shall issue a project certificate including any terms and conditions which have been accepted or varied by the Minister.

PART 7.6: REVIEW BY A FEDERAL ENVIRONMENTAL ASSESSMENT PANEL

Generally

- 7.6.1 Where the Minister under paragraph 7.4.7 (a) decides to refer a project proposal to the Minister of the Environment for public review by a federal environmental assessment panel, the panel shall conduct its review in accordance with the provisions of this Part and with any other procedures, principles and general practices that provide at least the same opportunity for an open and comprehensive public review as provided by the *Environmental Assessment and Review Process Guidelines Order* (S.O.R./84-467, 22 June, 1984).

Membership on Panels

- 7.6.2 For a project proposal within the NMR, the Minister of the Environment shall be free to appoint members to a panel in accordance with the Minister's general practice, except that at least one quarter of the panel members shall be appointed from a list of nominees given to the Minister of the Environment by the MDO, and at least one quarter from a list of nominees given to the Minister of the Environment by the appropriate Territorial Government Minister. Nothing shall prevent the MDO or the Territorial Government Minister from nominating candidates who are already members of NMRIRB.
- 7.6.3 When a project proposal would take place both inside the NMR and an adjacent area used by another aboriginal group or groups, at least one quarter of the panel members shall be appointed from nominees of the MDO and the other relevant aboriginal group or groups, in accordance with any agreement between the MDO and the other aboriginal group or groups.
- 7.6.4 Members of panels shall:
- (a) be unbiased and free of any potential conflict of interest relative to the project proposal under review; for greater certainty no panel member who is a Nunavik Inuk shall be considered biased solely because the panel member is a Nunavik Inuk; and
 - (b) have special knowledge and experience relevant to the anticipated technical, environmental or social effects of the project proposal under review.

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Guidelines

- 7.6.5 Once constituted, a panel may issue to the project proponent a set of guidelines for the preparation of a statement by the proponent on ecosystemic and socio-economic impacts. Any such guidelines shall, where appropriate, require the statement to contain information with respect to those matters listed in section 7.5.2. NMRIRB shall review the guidelines and provide input into their development.
- 7.6.6 The panel shall ensure that NMRIRB has adequate opportunity to review the proponent's impact statement prior to commencement of public hearings, and the panel shall take into account any recommendations or concerns that NMRIRB has identified.

Hearings

- 7.6.7 In the conduct of its public hearings under these provisions, a panel shall be bound *mutatis mutandis* by sections 7.2.25, 7.2.27 and 7.2.28. The panel's powers, including any powers of subpoena, shall not be less than those available to federal environment assessment and review panels established under laws of general application.

Relevant Factors

- 7.6.8 The panel, when assessing any project proposal, shall take into account all matters that are relevant to its mandate, including as appropriate those matters listed in section 7.5.5.

Report

- 7.6.9 Upon completion of its review, the panel shall forward its report to the Minister of the Environment and the Minister, who shall make it public and who shall forward a copy to NMRIRB.
- 7.6.10 Upon receipt of the report of the panel, NMRIRB shall have sixty (60) days to review the report and forward its findings and conclusions to the Minister with respect to ecosystemic and socio-economic impacts in the NMR, NMRIRB may identify deficiencies in the panel report, additional terms, conditions and mitigative measures that should be attached to any project approval, additional data requirements, and any other conclusions deemed pertinent by NMRIRB including whether or not the project proposal should proceed. In so doing, NMRIRB shall be guided by the primary objectives set out in section 7.2.5.

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- 7.6.11 Upon receipt of the panel report and the recommendations of NMRIRB, the Minister shall:
- (a) accept the report with the terms and conditions proposed by the panel insofar as they apply to the NMR;
 - (b) accept the report insofar as it applies to the NMR with modifications proposed by NMRIRB; or
 - (c) reject the panel report or any part thereof insofar as it applies to the NMR on the following grounds:
 - (i) the project proposal should be rejected on the grounds that the proposal is not in the national or regional interest, in which case the proponent shall be so advised by the Minister,
 - (ii) the project proposal should be allowed to proceed because of its importance in the national or regional interest, in which case NMRIRB shall consider the terms and conditions with respect to the NMR which should be attached to any approval, or
 - (iii) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level of ecosystemic or socio-economic impacts of the project, in which case NMRIRB shall thereupon reconsider the terms and conditions with respect to the NMR in the light of the Minister's objections.
- 7.6.12 In considering or reconsidering the terms and conditions of a project approval, NMRIRB shall, within thirty (30) days or such other period as agreed upon with the Minister, report back to the Minister, with respect to the terms and conditions which should be attached to any project approval.
- 7.6.13 Upon receipt of NMRIRB's report further to section 7.6.12, the Minister shall:
- (a) accept the terms and conditions; or
 - (b) reject or vary the terms and conditions, in whole or in part, on the grounds that:
 - (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the ecosystemic and socio-economic impacts in the NMR; or

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- (ii) the terms and conditions with respect to the NMR are so onerous that they would undermine the viability of a project which is in the national or regional interest.
- 7.6.14 The Minister shall supply NMRIRB with written reasons for every decision insofar as it applies to the NMR.
- 7.6.15 The role of NMRIRB with respect to any federal environmental assessment panel report shall be confined to those parts of that report that are applicable to or affect the NMR.
- 7.6.16 Notwithstanding sections 7.6.11 and 7.6.13, the panel's report or NMRIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in sections 7.6.11 and 7.6.13.
- 7.6.17 Upon completion of the process described in sections 7.6.1 to 7.6.16, NMRIRB shall issue a NMRIRB project certificate including any terms and conditions which have been accepted or varied by the Minister.

PART 7.7: MONITORING

Project Monitoring

- 7.7.1 The terms and conditions contained in:
 - (a) a NMRIRB project certificate issued pursuant to sections 7.5.12 or 7.6.17;
 - (b) a recommendation of NMRIRB pursuant to paragraph 7.4.4 (a); or
 - (c) any approvals issued by the NWB,may provide for the establishment of a monitoring program for that project which may specify responsibilities for the proponent, NMRIRB or Government.
- 7.7.2 The purpose of a monitoring program set up pursuant to section 7.7.1 shall be:
 - (a) to measure the relevant effects of projects on the ecosystemic and socio-economic environments of the NMR;

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- (b) to determine whether and to what extent the land or resource use in question is carried out within the predetermined terms and conditions;
- (c) to provide the information base necessary for agencies to enforce terms and conditions of land or resource use approvals; and
- (d) to assess the accuracy of the predictions contained in the project impact statements.

7.7.3 Without limiting the generality of section 7.7.2, the monitoring program set up pursuant to that section may include:

- (a) a requirement that regulatory agencies and the proponent supply NMRIRB with reports and information respecting project operations and impacts, and the implementation of mitigative measures;
- (b) a requirement for a periodic evaluation by NMRIRB of monitoring programs for projects; and
- (c) based on paragraph (b), a requirement that NMRIRB compile a report on the adequacy of the monitoring program and on the ecosystemic and socio-economic impacts of the project.

7.7.4 Responsible government agencies and departments shall continue to fulfill their responsibilities for monitoring and data collection. Any monitoring responsibilities assigned to NMRIRB shall not be a duplication of those functions.

7.7.5 Any monitoring program established for a project under section 7.7.1 shall be designed so as to avoid duplication of duties and to facilitate coordination of monitoring activities and may, in addition to any other relevant matters, provide for the variables to be monitored and the program specifications.

General Monitoring

7.7.6 There is a requirement for general monitoring to collect and analyse information on the long term state and health of the ecosystemic and socio-economic environment in the NMR. Government, in co-operation with the NMRPC, shall be responsible for developing a general monitoring plan and for directing and co-ordinating general monitoring and data collection. The NMRPC shall:

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- (a) in accordance with the plan, collate information and data provided by, amongst others, industry, government departments and agencies;
- (b) in accordance with the plan, report periodically on the ecosystemic and socio-economic environment of the NMR; and
- (c) use the information collected under paragraphs (a) and (b) to fulfill its existing responsibilities under Article 6.

7.7.7 The NMRPC may delegate any or all of its functions under this Part to members of the NMRPC or officers or employees of the NMRPC.

PART 7.8: FLEXIBILITY IN RELATION TO CERTIFICATES

7.8.1 NMRIRB project certificates issued under either sections 7.5.12 or 7.6.17 may contain terms and conditions expressed to come into force at some time in the future or on the happening of any particular event or contingency.

7.8.2 NMRIRB may on its own account or upon application by a MDO, the proponent, or other interests, reconsider the terms and conditions contained in the NMRIRB certificate if it is established that:

- (a) the terms and conditions are not achieving their purpose;
- (b) the circumstances relating to the project or the effect of the terms and conditions are significantly different from those anticipated at the time the certificate was issued; or
- (c) there are technological developments or new information which provide a more efficient method of accomplishing the purpose of the terms and conditions.

7.8.3 Where the Minister determines that any of the conditions in paragraph 7.8.2 (a), (b) or (c) have been established, NMRIRB shall reconsider the terms and conditions contained in a certificate, and NMRIRB shall produce a report of its reconsideration. The Minister may accept, reject or vary that report only on the grounds specified in section 7.6.13. NMRIRB shall amend its certificate to reflect any changes as accepted, rejected or varied by the Minister.

7.8.4 For greater certainty, section 7.5.4 applies to a reconsideration by NMRIRB pursuant to section 7.8.2 or 7.8.3.

PART 7.9: IMPLEMENTATION

- 7.9.1 Subject to section 7.9.3, the terms and conditions of NMRIRB project certificates shall be implemented by all government departments and agencies in accordance with their authorities and jurisdictional responsibilities.
- 7.9.2 Without limiting the generality of section 7.9.1, the terms and conditions of NMRIRB project certificates shall, in accordance with the authorities and jurisdictional responsibilities of government departments and agencies, be incorporated in relevant permits, certificates, licences or other government approvals that the proponent may require. Government departments and agencies shall discuss with NMRIRB how best to implement the terms and conditions of NMRIRB project certificates and may provide NMRIRB with drafts of permits, certificates, licences and other government approvals.
- 7.9.3 Where an independent decision of a regulatory board contains terms and conditions at variance with the terms and conditions of a NMRIRB project certificate, the regulatory board shall provide reasons to the Government and NMRIRB justifying the difference. The Governor-in-Council shall consider both the independent decision of the regulatory board and the NMRIRB project certificate. The NMRIRB project certificate shall prevail unless:
- (a) with respect to an independent decision of a regulatory board where Government does not have the authority to vary that decision, it is in the national or regional interest that the project proceed; or
 - (b) with respect to any other independent decision of a regulatory board, the project is considered to be in the national or regional interest and the acceptance of the terms and conditions in the NMRIRB project certificate would undermine the viability of the project; or
 - (c) an amendment to the NMRIRB project certificate is accepted pursuant to section 7.8.3.

If the NMRIRB project certificate does not prevail, the appropriate terms and conditions contained in the NMRIRB project certificate shall be amended accordingly.

- 7.9.4 In this Part, "independent decision of a regulatory board" means a decision made by a statutory body in the exercise of regulatory or licensing powers in the course of which the body is not subject to specific direction or control by Government; a decision does not cease to be an independent decision of a regulatory board merely because that decision is subject to a general direction whether by guidelines, regulations

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or directives or to approval, variance or rescission by Government.

- 7.9.5 A decision ceases to be an independent decision of a regulatory board for the purposes of this Part where Government has varied such a decision prior to considering the conflict between the decision and the NMRIRB certificate.
- 7.9.6 Where there is conflict between any NMRIRB project certificate and a decision of a regulatory board not falling within section 7.9.3, the NMRIRB project certificate shall prevail.
- 7.9.7 A licence, permit, certificate or other governmental approval which implements or incorporates any term or condition of a NMRIRB project certificate may not be called into question in a court of law on the grounds that the issuing agency thereby fettered its discretion or otherwise acted without jurisdiction, when implementing any term or condition of a NMRIRB project certificate.
- 7.9.8 Nothing in sections 7.9.1 to 7.9.7 shall preclude any regulatory or government agency from reviewing a project and imposing additional or more stringent terms and conditions, or from refusing to issue a licence or approval that would be required in order to allow a proposed project to proceed.
- 7.9.9 The duty to implement referred to in section 7.9.1 does not include an obligation on Government to amend legislation.
- 7.9.10 NMRIRB and the NMRPC shall, unless they specify otherwise, receive copies of all approvals, regulatory or otherwise, for projects for which NMRIRB has issued a certificate.

PART 7.10: ENFORCEMENT

Projects Not to Proceed

- 7.10.1 No licence or approval that would be required in order to allow a proposed project to proceed shall be issued in respect of a project that is to be screened by NMRIRB until the screening has been completed and, if a review pursuant to Part 5 or 6 is to be conducted, until after that review has been completed and a NMRIRB project certificate has been issued by NMRIRB pursuant to these provisions.

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Exceptions

- 7.10.2 Notwithstanding section 7.10.1, where a project proposal has been referred for review pursuant to Part 5 or 6, approvals or licences for exploration or development activities related to that project may be issued if:
- (a) the activity falls within Schedule 7-1; or
 - (b) the activity can, in the judgement of NMRIRB, proceed without such a review.

Continuing Responsibilities

- 7.10.3 Where permits, certificates, licences or other government approvals which implement or incorporate the terms and conditions of a NMRIRB project certificate have been issued, the responsible government department or agency shall continue to be responsible for the enforcement of the permit, certificate, licence or other government approval.
- 7.10.4 Responsible government departments and agencies shall apply effective techniques at their disposal for enforcement under section 7.10.3 and in applying such techniques, they shall not be confined to prosecution or to the suspension of any permit, certificate, licence or other government approval.

Standing

- 7.10.5 In addition to any person or body that is recognized by laws of general application as having standing to seek a court determination, a MDO shall have standing before an appropriate court:
- (a) to seek a determination as to whether any term or condition contained in a NMRIRB certificate has been implemented, and any remedy deemed appropriate by the court if the term and condition has not been implemented;
 - (b) to obtain a court order compelling a person to do or prohibiting a person from doing whatever that person is, by any licence, approval, permit or contract implementing any terms or conditions of a NMRIRB certificate, required to do or prohibited from doing; or
 - (c) to seek judicial review of decisions and orders, whether interim or final, made pursuant to this Article.

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PART 7.11: TRANSBOUNDARY IMPACTS

Transboundary Impacts

- 7.11.1 NMRIRB may upon request by Government or, with the consent of Government, upon request by a MDO, review a project proposal located outside of the NMR which may have significant adverse ecosystemic or socioeconomic effects on the NMR.
- 7.11.2 Without limiting the jurisdiction of NMRIRB or CEAA as set out in this Article, the Government of Canada and the Territorial Government, assisted by NMRIRB, shall use their best efforts to negotiate agreements with other jurisdictions to provide for collaboration in the review of project proposals which may have significant transboundary ecosystemic or socio-economic impacts.

PART 7.12: APPLICATION

Geographic Application

- 7.12.1 This Article shall apply to Nunavik Inuit Lands.
- 7.12.2 This Article shall apply to both land and marine areas within the NMR. Shipping associated with project proposals in the NMR shall be subject to this Article. However, normal community resupply or individual ship movements not associated with project proposals shall not be subject to Parts 4, 5 and 6.
- 7.12.3 This Article applies to the installations, facilities and activities required for the purpose of national defence. However, such installations, facilities and activities will be exempted from these provisions on an exceptional basis upon certification by the Minister of National Defence that an exemption is required in the interests of national security for reasons of confidentiality or urgency.

Limitations

- 7.12.4 No term or condition which is in contravention of any standards established by any federal or territorial environmental or socio-economic laws of general application, may be imposed pursuant to this Article.
- 7.12.5 Decisions made pursuant to these provisions shall be designed, implemented and interpreted in a manner consistent with Article 5.

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No Statutory Defence

- 7.12.6 The issuance of a NMRIRB project certificate shall not provide a defence of statutory authorization to an action in tort.

SCHEDULE 7-1

TYPES OF PROJECT PROPOSALS EXEMPT FROM SCREENING

(Sections 7.3.2, 7.3.3, 7.3.5, 7.10.2)

1. Land use activities not requiring a permit or authorization from the Government of Canada or Territorial Government.
2. Land use activities requiring only a Class B permit under the *Territorial Land Use Regulations* (SOR/77-210 4 March 1977).
3. All construction, operation and maintenance of all buildings and services within an established municipality, except for bulk storage of fuel, power generation with nuclear fuels, or hydro power and any industrial activity.
4. All hotels, motels or tourist facilities of twenty (20) beds or less outside the boundaries of a municipality.
5. Water uses that do not require a public hearing under section 13.7.3 of NLCA.
6. Prospecting, staking or locating a mineral claim unless it requires more than a Class B permit mentioned in item 2.
7. Such other categories of activities and projects as may be agreed upon by NMRIRB and the appropriate Minister.

ARTICLE 8

NUNAVIK INUIT LANDS

PART 8.1: DEFINITIONS

8.1.1 In this Article:

“*bed*” of a body of water means the land covered so long by water as to wrest it from vegetation or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself;

“*contaminated site*” means a site where persons have abandoned or disposed of substances of such a nature and in such a manner, quantity or concentration that the substances constitute or are likely to constitute a danger to human life or to the environment;

“*natural boundary*” means a boundary described in relation to the position of a natural feature;

“*ordinary high water mark*” or **“*bank*”** of a body of water means the limit or edge of its bed;

“*Registrar*” means **“*Registrar*”** as defined in the *Nunavut Land Titles Act* and responsible for the NMR from time to time;

“*Surveyor General*” means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized by the federal Minister of Natural Resources Canada to carry out any or all of the duties of the Surveyor General;

“*tideland*” means the land between the lines of the ordinary high and low tides that are covered and uncovered successively by the ebb and flow of normal tides;

PART 8.2: NUNAVIK INUIT LANDS

8.2.1 Nunavik Inuit Lands shall include:

- (a) any lands in the NMR identified as Nunavik Inuit Lands as provided in Schedules 8-1 and 8-3 of this Article;

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- (b) any lands jointly owned with the Crees of Eeyou Istchee within the Joint Inuit/Cree Zone of the NMR as provided in Schedule 8-2;
- (c) any replacement lands provided in accordance with Part 12.4.
- (d) where Government agrees, lands acquired by Makivik or a MDO in the NMR subsequent to the Final Agreement.

PART 8.3: NATURE OF TITLE

8.3.1 Title to Nunavik Inuit Lands shall include:

- (a) all lands described in Schedules 8-1 to 8-3 above the ordinary high water mark but, for greater certainty, shall exclude the tidelands and the seabed;
- (b) the beds of rivers, streams, lakes and other bodies of water above the tidelands;
- (c) the mines and minerals that may be found to exist within, upon or under Nunavik Inuit Lands;
- (d) the strip of land one hundred (100) feet in width, measured from ordinary high water mark or from the boundary line which, absent this provision, would be reserved to the Crown pursuant to s. 13 of the *Territorial Lands Act, R.S., c. T-6, s.1*.

8.3.2 Title vested pursuant to section 8.5.1 may be referred to as “Nunavik Inuit Title”.

8.3.3 Nunavik Inuit Title is deemed to be held in the form of fee simple title. The form of title shall not be construed as having the effect of extinguishing or affecting any rights recognized and affirmed by s.35 of the *Constitution Act, 1982*:

- (a) in the NMR of Nunavik Inuit, and
- (b) in the Cree/Inuit Overlap Area of Crees of Eeyou Istchee.

8.3.4 For greater certainty, Nunavik Inuit Lands shall be held for and on behalf of all Nunavik Inuit and not for an individual Nunavik Inuk or individual Nunavik Inuit communities.

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PART 8.4: DISPOSITION OF INTERESTS

- 8.4.1 Subject to sections 8.4.2, 8.4.3 and 8.4.6 Nunavik Inuit Lands shall not be conveyed, transferred or otherwise disposed of by the MDO unless approved by 75% of all eligible Nunavik Inuit voters in a referendum. Any expenses related to such referenda shall be solely the responsibility of Makivik.
- 8.4.2 A MDO may, without any requirement for a referendum, grant a lease, license or any other interest less than fee simple for a term of less than 75 years.
- 8.4.3 A MDO may, without any requirement for a referendum, grant any interest in Nunavik Inuit Lands to another MDO.
- 8.4.4 For Nunavik Inuit Lands in Zone C described in Schedule 8-3, the GDO shall enjoy a right of first refusal with respect thereto whereby the MDO cannot sell such Nunavik Inuit Lands without first providing the GDO with the opportunity to match the price and other terms and conditions of any proposed sale.
- 8.4.5 No person may acquire any estate or interest in Nunavik Inuit Lands by prescription, adverse possession or limitation of action.
- 8.4.6 The fee simple interest of a MDO in Nunavik Inuit Lands, while held by the MDO, is not subject to mortgage, attachment, charge, seizure, distress, execution or power of sale.
- 8.4.7 In addition to the provisions of Part 8.4, any disposition of lands identified in Schedule 8-2 are subject to section 5.7 of the Cree/Inuit Offshore Overlap Agreement.

PART 8.5: VESTING OF NUNAVIK INUIT LANDS UPON RATIFICATION

- 8.5.1 Upon ratification of this Agreement, title to Nunavik Inuit Lands excluding lands referred to in Schedule 8-2 shall vest in the MDO, in accordance with Parts 8.3 and 8.4. The lands identified in Schedule 8-2 shall vest in the MDO and the GDO.
- 8.5.2 Upon ratification of this Agreement, Government shall deliver to the Registrar an original signed copy of this Agreement and notification that title to Nunavik Inuit Lands has been vested as described in section 8.5.1.
- 8.5.3 At the delivery of this Agreement and notification to the Registrar, pursuant to section 8.5.2, the Registrar shall treat the notification as if it were letters patent in favour of the MDO or jointly with the GDO, as the case may be, even if there is no plan of survey.

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- 8.5.4 After the delivery of this Agreement in accordance with section 8.5.2, upon receipt of the notification pursuant to that section, the Registrar shall, in the ordinary course of operations, and without charge, record the vesting of title described in section 8.5.1 and shall issue certificate of title in the form set out in Schedule 8-4.

PART 8.6: INDEMNIFICATION OF REGISTRAR

- 8.6.1 Canada shall indemnify the Registrar, the Government of Nunavut, or the latter's agents or employees for any liability arising directly or indirectly as a result of the inability of the Registrar to require a survey prior to recording the vesting of title in accordance with this Agreement.
- 8.6.2 Absent negligence by the Registrar, Canada shall indemnify the Registrar, the Government of Nunavut, or the latter's agents or employees for any liability arising, directly or indirectly, from the issuance of a certificate of title where the liability arises as a result of the lands not being within the jurisdiction of the Registrar.

PART 8.7: PROPERTY DESCRIPTIONS, SURVEYS AND BOUNDARIES

- 8.7.1 Boundaries or part of the boundaries of Nunavik Inuit Lands may for any purpose be surveyed at Government's discretion.
- 8.7.2 Government shall be responsible for the cost of each legal survey that is conducted pursuant to section 8.7.1 provided that this provision shall not prevent Government from levying charges in respect of such surveys on any third party which is not a GDO whose lands abut Nunavik Inuit Lands.
- 8.7.3 Each boundary survey conducted pursuant to section 8.7.1 shall be conducted in accordance with the instructions of the Surveyor General and the *Canada Lands Surveys Act*, as if the lands were still Canada Lands.
- 8.7.4 Where a legal survey is completed for any boundary or any part of a boundary of Nunavik Inuit Lands, the plan of survey, when signed by the MDO, the GDO if applicable and Government and delivered to the Registrar, shall become the property description for that boundary or that part, replacing any previous property description of that boundary or that part, as of the effective date of this Agreement.
- 8.7.5 Government shall not be responsible for the costs of surveys associated with the leasing or subdivision of Nunavik Inuit Lands.

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- 8.7.6 The MDO may parcel out one or more area of Nunavik Inuit Lands by way of a survey, descriptive plan or similar process approved by the Surveyor General. The Registrar shall, in the ordinary course of operations and without charge or formalities, record such parcel or area of Nunavik Inuit Lands and issue therefore a separate certificate of title to the MDO in the form set out Schedule 8-4, and shall thereafter record without charge or formalities any interest granted therein by the MDO.
- 8.7.7 A notice to the Registrar referencing this section from a MDO in which title to Nunavik Inuit Lands is vested that another MDO has full authority in respect of those lands shall be dealt with in all respects as if it were a grant of title from the former MDO to the other MDO, and the Registrar shall, within 30 days and without charge, issue therefor a new certificate of title in the name of the other MDO in the form set out in Schedule 8-4.
- 8.7.8 Subject to section 8.7.4, where a survey of Nunavik Inuit Lands is being conducted and where any natural boundary of Nunavik Inuit Lands is found to be unclear, the Surveyor General shall have the authority to define the mean position of the intended boundary by placing a series of monuments or other means.
- 8.7.9 Natural boundaries of Nunavik Inuit Lands along tidal waters shall be located at the ordinary high water mark of those tidal waters, unless otherwise indicated in an official plan of survey or other property description.
- 8.7.10 Notwithstanding sections 8.7.4 and 8.7.8 and the descriptions of lands in schedules 8-1 to 8-3, natural boundaries of Nunavik Inuit Lands shall move with the various natural processes of erosion and accretion, including isostatic rebound of coastal areas, and any other natural movement of the natural feature in relation to which the boundary is described that is gradual and imperceptible from moment to moment.

PART 8.8: CONTAMINATED SITES

- 8.8.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in the NMR, the program shall apply to such sites on Nunavik Inuit Lands that are listed in Schedule 8A of this Article as if the lands were Crown lands.
- 8.8.2 After the effective date of this Agreement, the parties may agree that a site not listed in Schedule 8A, was a contaminated site on the effective date of this Agreement and, upon consent of the parties, the list in Schedule 8A shall be considered to have been amended to include that site.

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- 8.8.3 Any dispute as to whether a contaminated site existed on the effective date of this Agreement may be referred for resolution in accordance with Article 24 by a party. If a dispute goes to an arbitrator in accordance with Article 24 and if the arbitrator confirms that a site existed on the effective date of this Agreement, the list in Schedule 8A shall be considered to have been amended to include that site.
- 8.8.4 Government shall be responsible for the costs associated with any clean-up under section 8.8.1 on Nunavik Inuit Lands. This provision shall not prevent government from recovering from the person responsible for the contamination any costs associated with the clean-up of Nunavik Inuit Lands under section 8.8.1.
- 8.8.5 There shall be no compensation payable for damage which may be caused to Nunavik Inuit Lands as a result of the clean-up of Nunavik Inuit Lands under section 8.8.1
- 8.8.6 Government shall not be liable for any loss or damage to Nunavik Inuit, Makivik or a MDO from contaminated sites on Nunavik Inuit Lands whether or not they are known on the effective date of this Agreement. This provision does not affect any obligation of government under sections 8.8.1 and 8.8.4.
- 8.8.7 The Government of Canada has identified a contaminated site on Akpatok Island as per Schedule 8-1, D, parcel 3.
- 8.8.8 If the site referred to in section 8.8.7 is cleaned up, the Government of Canada shall transfer the said site to the MDO as Nunavik Inuit Lands.

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SCHEDULE 8A

Contaminated Sites (8.8.1, 8.8.2, 8.8.3)

Note: No contaminated sites identified as of the effective date of this Agreement.

SCHEDULE 8-1

NMR Zone A

As per this Agreement, the Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit, appended as Schedule 28-1, and the Areas of Equal Use and Occupancy of the Nunavut Land Claim Agreement (NLCA), as described in Schedule 27-1, the NMR Zone A, as illustrated in Schedule 8-1a, includes all the marine area, islands, lands and waters within the following boundary:

1. Commencing, as illustrated on Schedule 2c of Schedule 28-1, on the boundary of Québec, south of Rivière Devaux, at the intersection of 56°42'51" N latitude and approximate 76°32'10" W longitude, for greater certainty being also point 12 of Schedule 2 of Schedule 28-1;
2. thence west following 56°42'51" N latitude to a point at the intersection with 76°37'21" W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 11 of Schedule 2 of Schedule 28-1;
3. thence northwesterly following a geodesic line between Taylor and Gillies Islands to a point at the intersection of 56°43'12" N latitude and 76°38'28" W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 10 of Schedule 2 of Schedule 28-1;
4. thence west following 56°43'12" N latitude to a point at the intersection of 77°25' W longitude, coincident with the Nunavut Settlement Area (NSA), as defined in the NLCA, west of the Nastapoka Islands, for greater certainty being also point 9 of Schedule 2 of Schedule 28-1;
5. thence north, coincident with the NSA, following 77°25' W longitude to a point at the intersection of 57°00' N latitude, southeast of the King George Islands and west of the Nastapoka Islands, for greater certainty being also point 11 of Schedule 1 of Schedule 28-1;
6. thence northwesterly, coincident with the NSA, to a point at the intersection of 57°40' N latitude and 78°00' W longitude, for greater certainty being also point 12 of Schedule 1 of Schedule 28-1;
7. thence westerly, coincident with the NSA, to a point at the intersection of 58°00' N latitude and 79°45' W longitude, northwest of the Marcopeet Islands, for greater certainty being also point 15 of Schedule 3-2;

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8. thence westerly, coincident with the NSA, to the intersection of 58°10' N latitude and 81°00' W longitude, southwest of Farmer Island, for greater certainty being also point 16 of Schedule 3-2;
9. thence northerly, following a geodesic line, coincident with the NMR, to a point at the intersection with 58°45'00" N latitude, at approximate 80°57'32" W longitude, northwest of Farmer island;
10. thence east, following 58°45'00" N latitude, to its intersection with 79°45'00" W longitude, north of the Marcopeet Islands and southeast of the Ottawa Islands;
11. thence north, following a geodesic line, to a point at the intersection of 60°00' N latitude and 79°45' W longitude, northeast of Bronson Island;
12. thence west, following 60°00' N latitude to a point at the intersection with the NMR, as defined in Schedule 3-2, at approximate 80°52' 50" W longitude, northwest of J. Gordon Island of the Ottawa Islands;
13. thence northerly, following a geodesic line, to the intersection of 62°00' N latitude and 80°45' W longitude, west of Mansel Island, being a point coincident with the NSA and, for greater certainty, being also point 17 of Schedule 3-2;
14. thence northeast, coincident with the NSA, to the intersection of 62°30' N latitude and 80°00' W longitude, northwest of Mansel Island, for greater certainty being also point 18 of Schedule 3-2;
15. thence northeasterly, coincident with the NSA, to the intersection of 63°00' N latitude and 77°40' W longitude, southeast of Nottingham Island, for greater certainty being also point 19 of Schedule 3-2;
16. thence northeasterly, coincident with the NSA, to the intersection of 63°12' N latitude and 77°00' W longitude, southeast of Nottingham Island and southwest of Salisbury Island;
17. thence northeasterly, coincident with the NSA, to the intersection of 63°25' N latitude and 76°10' W longitude, approximately equidistant between the northern Québec and Baffin Island coasts, east of Salisbury Island, for greater certainty being also point 23 of Schedule 3-2;

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18. thence easterly, coincident with the NSA, to the intersection of 63°15' N latitude and 74°00' W longitude, north of Charles Island, for greater certainty being also point 24 of Schedule 3-2;
 19. thence southeasterly, coincident with the NSA, to the intersection of 61°38' N latitude and 69°00' W longitude, northeast of Quaqaq, Québec, for greater certainty being also point 25 of Schedule 3-2;
 20. thence southeasterly, coincident with the NSA, to the intersection of 61°00' N latitude and 64°55' W longitude, northwest of the Button Islands, for greater certainty being also point 26 of Schedule 3-2;
 21. thence southerly, following a geodesic line, to the intersection of 60°30'00" N latitude and 64°56'30" W longitude, west of Killiniq Island;
 22. thence south, following 64°56'30" W longitude to its intersection with the boundary of Québec, at approximate 60°16'10" N latitude, southwest of the Qikirtagalait Islands;
- thence westerly and southerly, along the boundary of Quebec, to the point of commencement.

Subject to Article 8 and in accordance with Schedule 28-1, all NMR Zone A islands, are Nunavik Inuit Lands, less the following:

- A. Taylor Island per Certificate of Title Number 164, Nunavut Land Titles Office;
- B. Digges Island: Eastern portion of Digges Island, encompassing approximately 7.4 square kilometers, subject to survey and approval by Makivik and Government, as illustrated on Schedule 8-1b;
- C. Awrey Island: At approximate 62°08' N latitude and 79°16' W longitude.
- D. Akpatok Island: The following three parcels:

Parcel 1, northern portion of Akpatok Island, encompassing approximately 52.3 square kilometers, located between Northeast Cliff and D'Aeth Point, subject to survey and approval by Makivik and Government, as illustrated on Schedule 8-1c;

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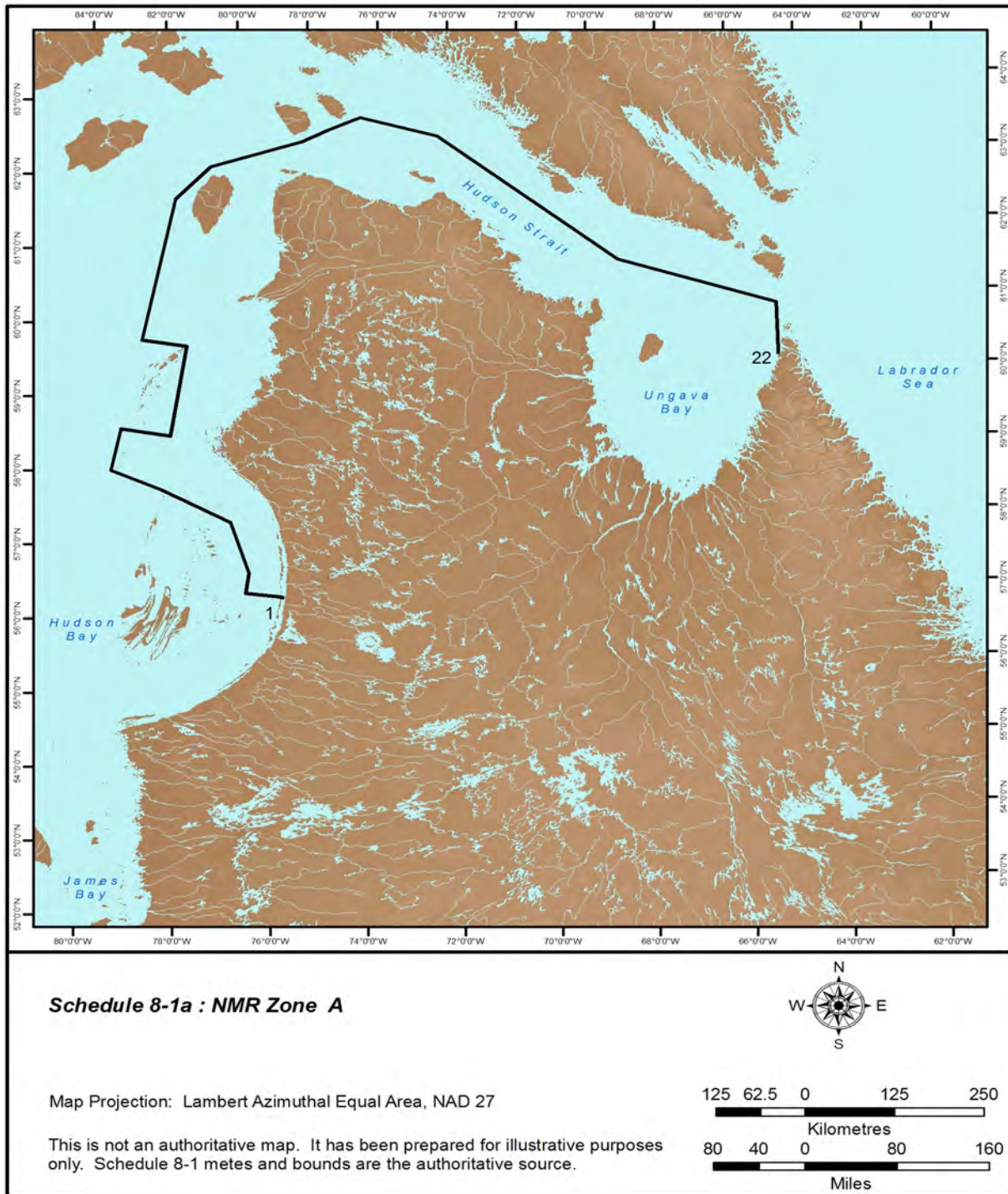
Parcel 2, southern portion of Akpatok Island, encompassing approximately 56.1 square kilometers, located between Clutterbuck Head and Umiak Cove subject to survey and approval by Makivik and Government, as illustrated on Schedule 8-1d;

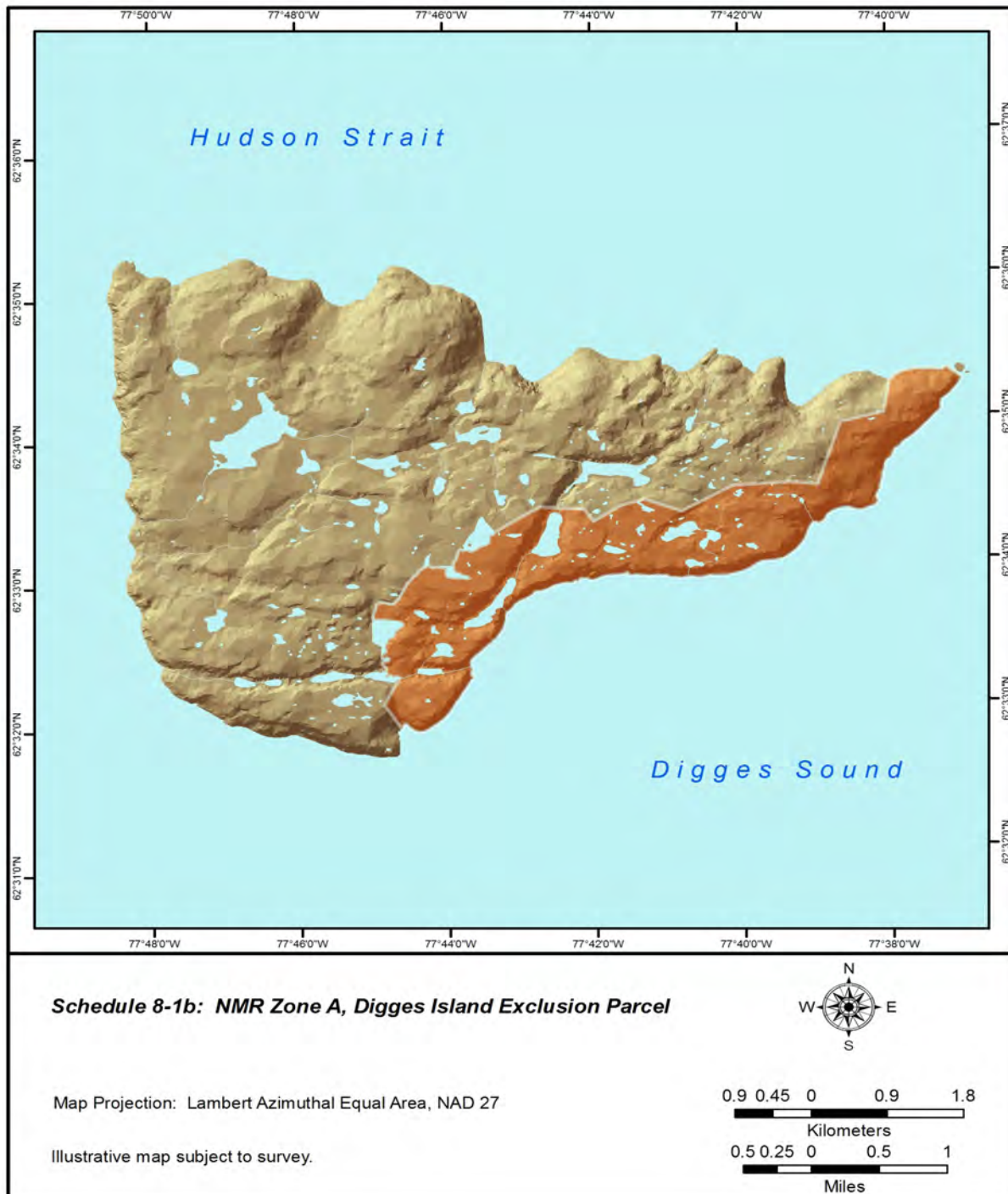
Parcel 3, subject to survey and approval by Makivik and Government, encompassing the abandoned exploration camp site north of Gregson Creek at approximate 60° 25' 35" N latitude and 68° 20' 01" W longitude.

NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail. When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail. All coordinates are in reference to North American Datum 1927 (NAD 27).

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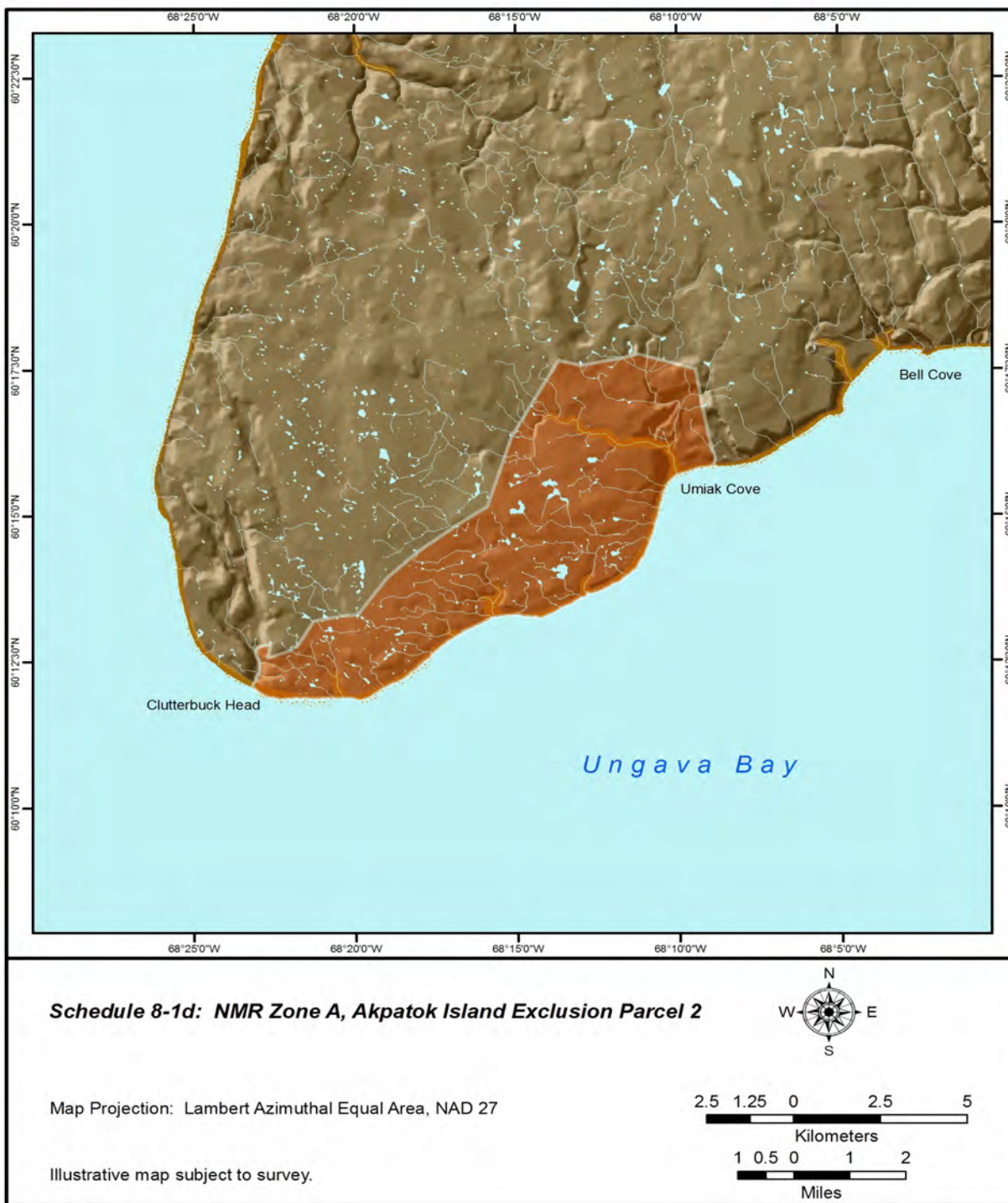




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SCHEDULE 8-2

NMR Zone B

As per this Agreement, the Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit, appended as Schedule 28-1, and the Areas of Equal Use and Occupancy of the Nunavut Land Claim Agreement (NLCA), as described in Schedule 27-1, the NMR Zone B, as illustrated on Schedule 8-2a, includes all the marine area, islands, lands and waters within the following boundary:

1. Commencing, as illustrated on Schedule 2b of Schedule 28-1, on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55" N latitude and approximate 79°45' 00" W longitude;
2. thence northwesterly following the geodesic line to a point at the intersection of 54°46' N latitude and 80°00' W longitude, southwest of Long Island;
3. thence north following 80°00' W longitude to a point at the intersection of 55°00' N latitude, northwest of Long Island, being coincident with the Nunavut Settlement Area (NSA), as defined in the NLCA;
4. thence east, coincident with the NSA, following 55°00' N latitude to a point at the intersection with 79°45' W longitude, north of Long Island, for greater certainty being also point 6 of Schedule 1 of Schedule 28-1;
5. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°15' N latitude and 79°00' W longitude, northeast of Long Island and southwest of Kuujjuaraapik and Whapmagoostui, Québec, for greater certainty being also point 7 of Schedule 1 of Schedule 28-1;
6. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°45' N latitude and 78°00' W longitude, northwest of Kuujjuaraapik and Whapmagoostui, Québec, for greater certainty being also point 8 of Schedule 1 of Schedule 28-1;
7. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°00' N latitude and 77°30' W longitude, east of the Innetalling Island and northwest of Duck Island, for greater certainty being also point 9 of Schedule 1 of Schedule 28-1;

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8. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°22' N latitude and 77°25' W longitude, east of the Salliquit Islands and west of the Nastapoka Islands, for greater certainty being also point 10 of Schedule 1 of Schedule 28-1;
 9. thence, coincident with the NSA, due north following 77°25' W longitude to a point at the intersection of 56°43'12" N latitude, west of the Nastapoka Islands, for greater certainty being also point 4 of Schedule 4 of Schedule 28-1;
 10. thence east, as illustrated in Schedule 2c of Schedule 28-1, following 56°43'12" N latitude to a point at the intersection of 76°38'28" W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 3 of Schedule 4 of Schedule 28-1;
 11. thence southeasterly following a geodesic line between Taylor and Gillies Islands to a point at the intersection of 56°42'51" N latitude and 76°37'21" W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 2 of Schedule 4 of Schedule 28-1;
 12. thence east following 56°42'51" N latitude to a point at the intersection with the boundary of Québec south of Riviere Devaux, at approximate 76°32'10" W longitude, for greater certainty being also point 1 of Schedule 4 of Schedule 28-1;
- thence in a general southerly direction following the boundary of Québec to the point of commencement.

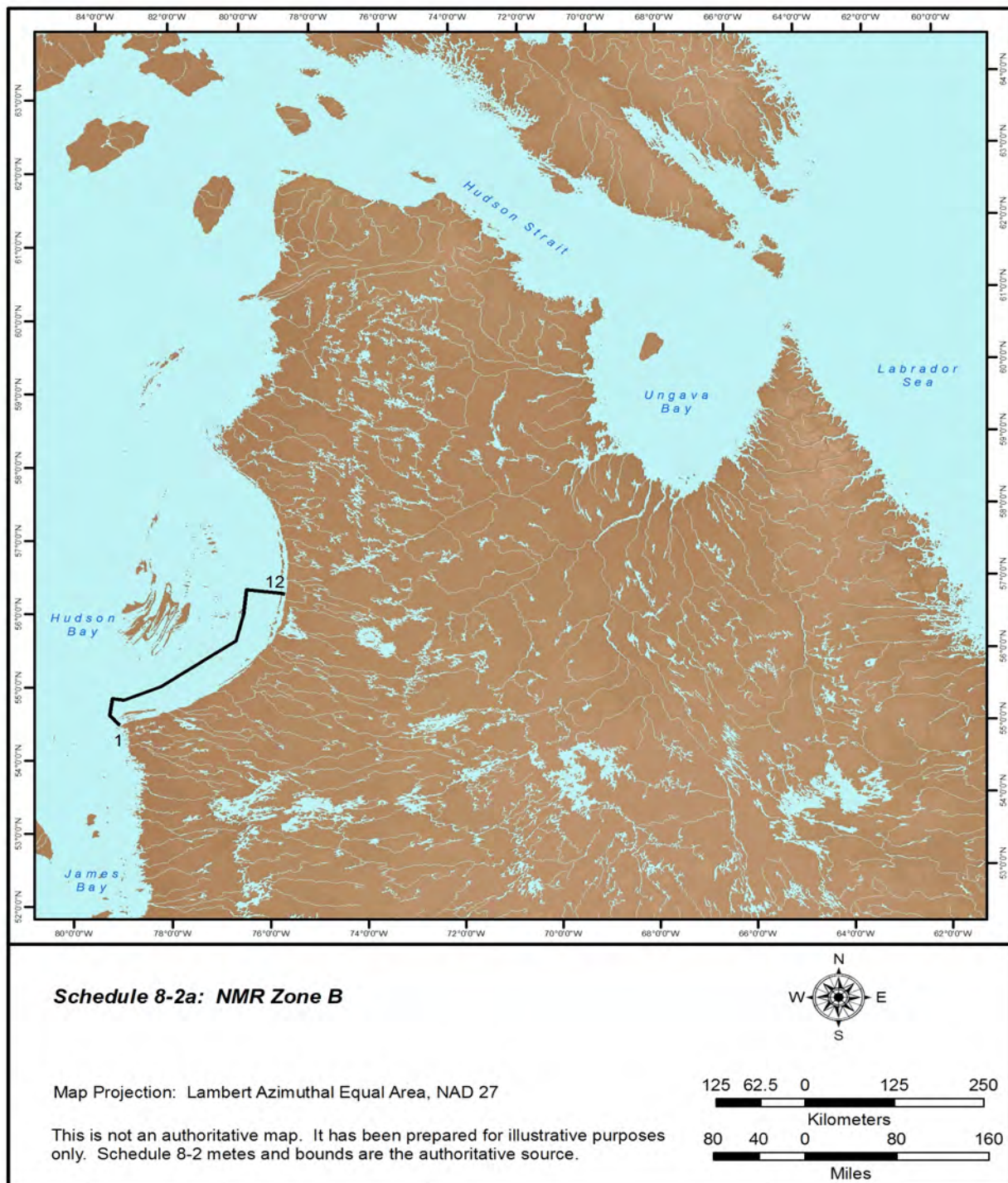
Subject to Article 8, and in accordance with Article 28 and Schedule 28-1, all NMR Zone B lands, are jointly owned by the MDO and GDO, less the following:

- A. Gillies Island per Certificate of Title 164, Nunavut Land Titles Office;
- B. Long Island; Lot 1, Group 432, Plan 783, per Certificate of Title 13904, Nunavut Land Titles Office.

NOTES:

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SCHEDULE 8-3

NMR Zone C

As per this Agreement, the Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit, appended as Schedule 28-1, the NMR Zone C, as illustrated on Schedule 8-3a, includes all the marine area, islands, lands and waters within the following boundary:

1. Commencing, as illustrated on Schedule 1b of Schedule 28-1, on the boundary of Québec, south of Chisasibi, at the intersection of 53°45'31" N latitude and approximate 79°04'56" W longitude, for greater certainty being also point 1 of Schedule 1 of Schedule 28-1;
2. thence west following 53°45'31" N latitude to a point at the intersection of 79°06'55" W longitude, south of Tiny Island and north of locally known Aahchikuyaaniminishtikw Island, for greater certainty being also point 2 of Schedule 1 of Schedule 28-1;
3. thence northwesterly following the geodesic line to a point at the intersection of 54°00' N latitude and 80°50' W longitude, for greater certainty being also point 3 of Schedule 1 of Schedule 28-1;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30' N latitude and 81°20' W longitude, northwest of Bear Island, for greater certainty being also point 4 of Schedule 1 of Schedule 28-1;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00' N latitude and 81°00' W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement, for greater certainty being also point 5 of Schedule 1 of Schedule 28-1;
6. thence east, coincident with the NSA, following 55°00' N latitude to a point at the intersection with 80°00' W longitude, northwest of Long Island, for greater certainty being point 3 of Schedule 2 of Schedule 28-1;
7. thence south along 80°00' W longitude to the intersection of 54°46' N latitude, southwest of Long Island, for greater certainty being point 2 of Schedule 2 of Schedule 28-1;

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8. thence southeasterly, as illustrated on Schedule 2b of Schedule 28-1, following the geodesic line to a point on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55" N latitude and approximate 79°45' 00" W longitude; for greater certainty being point 1 of Schedule 2 of Schedule 28-1;

thence generally southerly following the boundary of Québec to the point of commencement.

As per this Agreement, the Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit as described in Schedule 6 and illustrated in Schedule 6a of Schedule 28-1, the following are the only Nunavik Inuit Lands within NMR Zone C :

- A. Grass Island (Aamishkushiiunikaach) of which the centre is located at approximately 53°47'50" N latitude and 79°06'40" W longitude; and
- B. the lands bounded within the following coordinates:
1. 53°50'06" N Latitude and 79°07'59" W Longitude;
 2. 53°50'13" N Latitude and 79°04'11" W Longitude;
 3. 53°49'46" N Latitude and 79°04'27" W Longitude;
 4. 53°49'40" N Latitude and 79°05'00" W Longitude;
 5. 53°49'25" N Latitude and 79°05'35" W Longitude;
 6. 53°49'31" N Latitude and 79°07'20" W Longitude;
 7. 53°49'49" N Latitude and 79°08'00" W Longitude;

For greater certainty, included within the bounded area are the following named islands:

Governor Island: the centre of which is located at approximately 53°49'45" N latitude and 79°06'00" W longitude (locally known as Uchimaauinishtikw);

Sam Island: the centre of which is located at approximately 53°50'00" N Latitude and 79°06'00" W Longitude; and

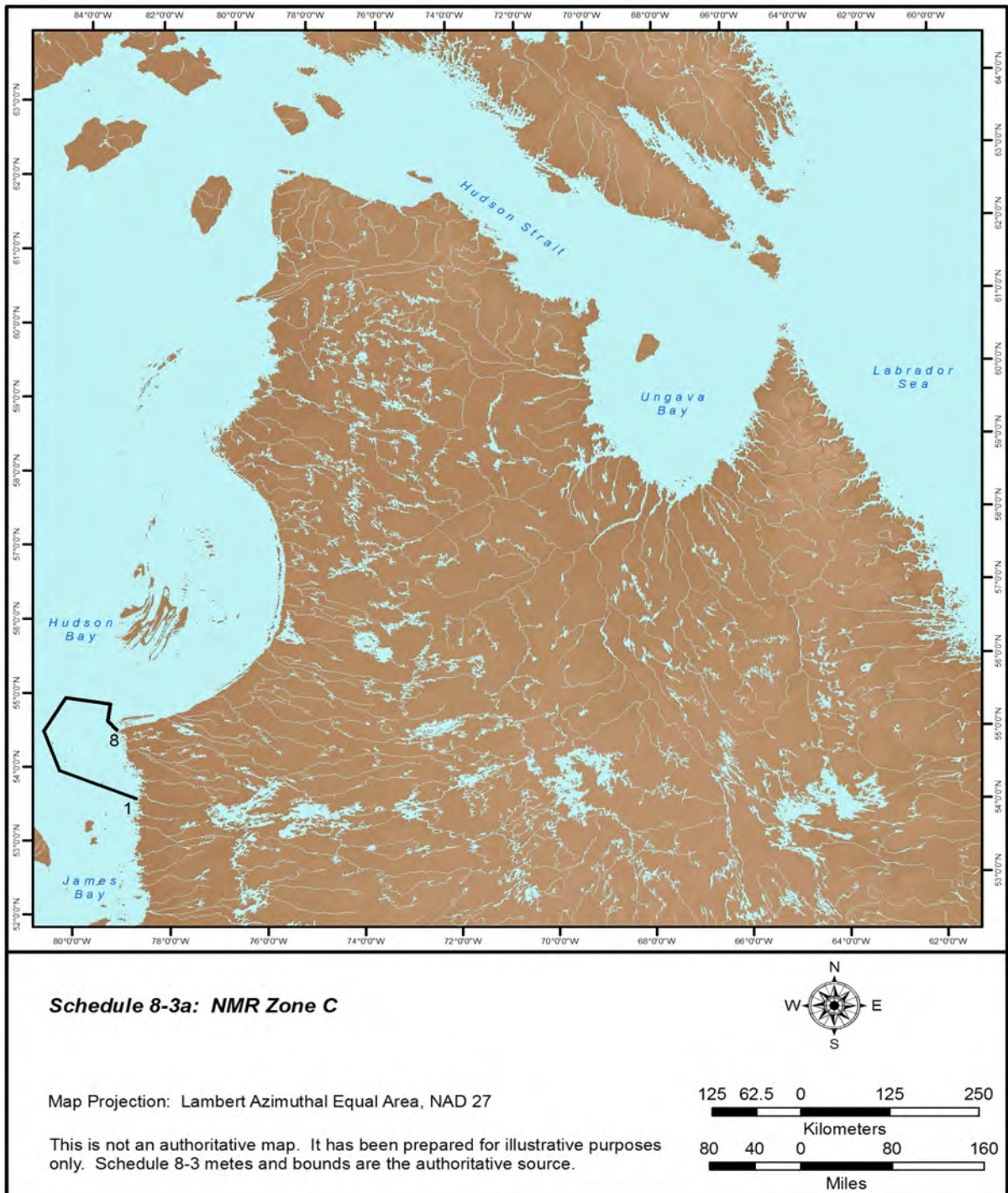
Seal Islands: the centre of which is located at approximately 53°49'45" N latitude and 79°07'30" W longitude (locally known as Aahchikuminishtikw).

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NOTES:

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SCHEDULE 8-4

FORM OF CERTIFICATE OF TITLE

<div>NUNAVUT REGISTRATION DISTRICT</div> <div>NUNAVIK INUIT LANDS</div>	<div>Pursuant To</div> <div>Previous Title</div> <div>CERTIFICATE No. -</div>
---	---

Land Titles Act, R.S.N.W.T., 1988, c. 8 as
enacted for Nunavut pursuant to the Nunavut
Act, S.C. 1993, c. 28.

Certificate of Title
(General)

Nunavut

This is to Certify that

Is (are) now the owner(s) of an estate in fee simple of and in

NUNAVIK INUIT LANDS

(Land description)

INCLUDING MINES AND MINERALS

As provided in the Nunavik Inuit Land Claims Agreement Act (Canada), subject to the rights,
interests and all other terms in the Act, and

subject to the encumbrances and interests, if any, endorsed on the
reverse side of this certificate.

Signed and sealed YYYY-MM-DD

Postal address of owner

(Postal Address)

NUNAVUT REGISTRATION DISTRICT

REGISTRAR

(List details of registration and brief particulars of encumbrances and interests on reverse)

ARTICLE 9

PURPOSES OF NUNAVIK INUIT LANDS

- 9.1 The primary purpose of Nunavik Inuit Lands shall be to provide Nunavik Inuit with rights in land that promote economic self-sufficiency of Nunavik Inuit through time, in a manner consistent with Nunavik Inuit social and cultural needs and aspirations.
- 9.2 To achieve the above, Nunavik Inuit Lands shall include areas with the following characteristics, not in any order of priority:
- (a) areas of value principally for renewable resource reasons, including:
 - (i) areas of current or potential Nunavik Inuit wildlife harvesting;
 - (ii) areas of significant biological productivity or of value for conservation purposes;
 - (iii) areas of high potential for propagation, aquaculture, cultivation or husbandry;
 - (iv) areas of current or potential occupation for Nunavik Inuit campsites;
 - (v) areas of important Nunavik Inuit travel routes;
 - (vi) areas of value for tourism development including outfitting campsites and for other tourist opportunities; and
 - (vii) areas of value for other forms of renewable resource development and related infrastructure including hydroelectric and tidal power generation.
 - (b) areas of value for non-renewable resources and for development of non-renewable resources, including:
 - (i) areas of known or potential mineral deposits;
 - (ii) sand, gravel and other construction materials;
 - (iii) areas of value for various operations and infrastructure associated with the development of non-renewable resources; and
 - (iv) deposits of carving stone;

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- (c) areas of other commercial value;
- (d) areas of archaeological or historical significance to Nunavik Inuit; and
- (e) areas of cultural, religious or spiritual significance to Nunavik Inuit.

9.3 The parties agree that the provisions of this Article have been complied with in respect of Nunavik Inuit Lands vested on the effective date of this Agreement.

9.4 Neither Government nor Inuit shall have a claim or a cause of action based on non-compliance with this Article in respect of Nunavik Inuit Lands vested on the effective date of this Agreement.

ARTICLE 10

**PRINCIPLES TO GUIDE THE IDENTIFICATION OF
NUNAVIK INUIT LANDS**

- 10.1 The primary principle to guide the process for the identification of Nunavik Inuit Lands shall be to provide Nunavik Inuit with maximum opportunity to identify such areas in pursuit of the purposes of Nunavik Inuit Lands. Subject to this primary principle, the identification process for Nunavik Inuit Lands shall take into account the following:
- (a) identification may take place in areas subject to third party interests; any rights or interests of third parties affected shall be dealt with equitably; the identification may be made on a case-by-case basis;
 - (b) in general, identification shall not include areas subject to third party interests in the form of fee simple estates in private hands;
 - (c) on a case by case basis, identification may not extend to lands needed to ensure an amount reasonably representative of the topography and quality of lands, and lands accessible for public purposes including recreation and wildlife harvesting, the needs for which clearly become apparent to both Nunavik Inuit and Government during the identification process;
 - (d) areas may be identified in all lands currently required, or foreseeably required, for protected areas, archaeological sites or similar categories of lands dedicated for the protection of wildlife or wildlife habitat or for recreational or cultural purposes, provided that:
 - (i) such areas shall be subject to provisions of this Agreement and, if applicable, laws of general application; and
 - (ii) certain areas within areas of particular archaeological, historical or cultural significance to non-Nunavik Inuit may not be identified;
 - (e) lands may be identified in areas of overlapping use and occupation with aboriginal claimant groups as defined in Article 27 but the title shall not vest pursuant to Article 8 until issues relating to such overlap are resolved;
 - (f) on a case-by-case basis, identification may not extend to certain areas required at present, or in the reasonably foreseeable future, for specific government facilities or installations;

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- (g) on a case-by-case basis, identification may not extend to lands needed for public purposes or utilities, the need for which clearly becomes apparent to both Nunavik Inuit and government during the identification process;
 - (h) in general, areas shall be identified so as to avoid undue fragmentation.
- 10.2 Notwithstanding the above, during the land identification process, Nunavik Inuit shall have the right to identify lands containing known deposits of carving stone as Nunavik Inuit Lands.
- 10.3 The parties agree that the provisions of this Article have been complied with in respect of Nunavik Inuit Lands vested on the effective date of this Agreement.
- 10.4 Neither Government nor Inuit shall have a claim or a cause of action based on non-compliance with this Article in respect of Nunavik Inuit Lands vested on the effective date of this Agreement.

ARTICLE 11

PROTECTED AREAS

PART 11.1: DEFINITIONS

11.1.1 In this Article:

“protected area” means any of the following areas, other than a Marine Protected Area, when established in the NMR under legislation:

- (a) National Marine Conservation Areas;
- (b) National Marine Conservation Area Reserves;
- (c) National Parks
- (d) National Park Reserves;
- (e) National Historic Sites when owned and administered by Parks Canada Agency;
- (f) Territorial Parks;
- (g) Migratory Bird Sanctuaries;
- (h) National Wildlife Areas including protected marine areas; and
- (i) other areas of particular significance for ecological, cultural, archaeological, research and similar reasons.

11.1.2 The remuneration and expenses incurred by the conciliator under this Article shall be borne by the Government of Canada.

PART 11.2: ESTABLISHMENT OF PROTECTED AREAS

11.2.1 The establishment of protected areas and the amendment of boundaries of protected areas shall be in conformity with an applicable land use plan, if any.

11.2.2 No land use plan shall apply within or amend the boundaries of protected areas once established.

11.2.3 Development impact assessment shall apply to project proposals in protected areas.

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- 11.2.4 Except for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves, the establishment, disestablishment or changing of the boundaries of protected areas is subject to the approval of the NMRWB pursuant to paragraph 5.2.4 (a).
- 11.2.5 In addition to the approval of the NMRWB, as referred to in section 11.2.4, the establishment, disestablishment or changing of the boundaries of protected areas on Nunavik Inuit Lands is subject to the approval of a MDO.
- 11.2.6 The establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves shall be done in consultation with a MDO.
- 11.2.7 Notwithstanding section 11.2.6, in the case of emergency, Government may establish, disestablish or change the boundaries of a protected area without consulting a MDO. Government shall advise the MDO as soon as possible after the establishment, disestablishment or changing of the boundaries of the protected area on the necessity of the action and the terms and conditions attached thereto.

PART 11.3: PLANNING AND MANAGEMENT OF PROTECTED AREAS

- 11.3.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of protected areas. Accordingly, in addition to all other rights and benefits in this Article, a MDO shall be consulted in the planning and management of protected areas.
- 11.3.2 A joint Nunavik Inuit/Government management advisory committee (“committee”) shall be established through an Impact and Benefits Agreement for each protected area when requested either by Government or a MDO.
- 11.3.3 If established, the committee shall consist of equal numbers of members appointed by the appropriate MDO and the appropriate Minister.
- 11.3.4 A committee may advise the Minister or the Minister’s designate, the NMRWB, or other agencies, as it deems appropriate, on all matters related to protected areas management.
- 11.3.5 Management plans for a protected area shall be developed by Government within five (5) years of the establishment of the protected area. Such plans shall be based on the recommendations of the committee, where such a committee is established, taking into account the recommendations of other interested persons and bodies. Upon review by the committee, such plans shall be forwarded to the Minister for consideration, and approval. Such plans shall be reviewed and may be revised as provided in the plan.

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- 11.3.6 Each committee shall prepare an annual operating budget to be forwarded to Government for consideration and approval. Government shall pay the approved annual operating expenses of the committee.

PART 11.4: IMPACT AND BENEFIT AGREEMENTS (IBAs)

- 11.4.1 No protected area shall be established until the obligations set out in sections 11.4.2 and 11.4.3 have been complied with.
- 11.4.2 Prior to the establishment of a protected area, Government and a MDO shall negotiate, in good faith, for the purpose of concluding an IBA. An IBA negotiated under this Article shall include any matter connected with the proposed protected area where that matter would have a detrimental impact on Nunavik Inuit, or could reasonably confer a benefit on Nunavik Inuit. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 11-1 and Schedule 11-2 shall be considered appropriate for negotiation and inclusion within an IBA in relation to a federal protected area and a territorial protected area respectively.
- 11.4.3 If the Government responsible for the establishment of the protected area and the MDO cannot agree on the terms of an IBA within 180 days or such further period of time as Government and the MDO may agree, they shall select a conciliator who shall submit a report to the Government and the MDO for consideration. If the Government and the MDO cannot agree following conciliation, the conciliator, Government and Makivik shall each submit a separate report to the Minister for his consideration and decision on the terms of the IBA.
- 11.4.4 Notwithstanding sections 11.4.1 and 11.4.2, the obligation to conclude an IBA with respect to protected areas shall:
- (a) not apply to a protected area so long as the protected area does not raise any matter that would have a detrimental impact on Nunavik Inuit or that could reasonably confer a benefit on Nunavik Inuit; and
 - (b) apply in any situation where it is intended that a protected area established for one purpose be re-established for a different purpose where such re-establishment would have a detrimental impact on Nunavik Inuit or could reasonably confer a benefit on Nunavik Inuit.
- 11.4.5 Notwithstanding sections 11.4.1 and 11.4.2, in cases of emergency, such as the establishment of a critical wildlife area, the IBA may be concluded immediately following, rather than prior to, the establishment of the protected area.
- 11.4.6 Except where an IBA in good standing indicates otherwise, every IBA shall be re-negotiated at least every seven (7) years.

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PART 11.5: MARINE PROTECTED AREAS

- 11.5.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of Marine Protected Areas.
- 11.5.2 The establishment of Marine Protected Areas and the amendment of boundaries of Marine Protected Areas shall be in conformity with an applicable land use plan, if any.
- 11.5.3 No land use plan shall apply to or within the boundaries of Marine Protected Areas once established.
- 11.5.4 Development impact assessment shall apply to project proposals in Marine Protected Areas.
- 11.5.5 The establishment, disestablishment or changing of the boundary of a Marine Protected Area is subject to the approval of the NMRWB pursuant to paragraph 5.2.4 (a).
- 11.5.6 Where Government and the NMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in Part 11.5, first require the development of:
- (a) a management plan for the Marine Protected Area; and
 - (b) a Marine Protected Area agreement.
- 11.5.7 For greater certainty, and except as provided for in section 11.5.11, a Marine Protected Area cannot be established without the agreement of Government and the NMRWB.
- 11.5.8 Where Government and the NMRWB are unable to agree on the contents of the management plan, the parties shall enter into conciliation. In the event that Government and the NMRWB cannot agree on the selection of a conciliator, the Minister may select a conciliator. If Government and the NMRWB cannot agree on the content of the management plan following the conciliation, the conciliator, Government and the NMRWB shall each submit a separate report to the Minister for the Minister's consideration and decision on the contents of the management plan.
- 11.5.9 Prior to the establishment of a Marine Protected Area, Government and Makivik, unless they otherwise agree, shall attempt to negotiate a Marine Protected Area agreement with respect to those matters set forth in Schedule 11-3. Where Government and Makivik are unable to achieve an agreement through negotiation, they shall enter into conciliation. In the event that Government and Makivik cannot agree on the selection of a conciliator, the Minister may select a conciliator. If Government and Makivik cannot agree to a Marine Protected Area agreement following conciliation, the conciliator, Government and Makivik shall each submit a separate

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report to the Minister for the Minister's consideration and recommendation to the parties on the matters set forth in Schedule 11-3.

11.5.10 A failure of the parties to achieve a Marine Protected Area agreement following completion of the process set out in section 11.5.9 shall not preclude establishment of a Marine Protected Area.

11.5.11 Notwithstanding anything else in Part 11.5, in cases of emergency, Government may create a Marine Protected Area without following the process otherwise set out in Part 11.5 in which event Government shall advise the NMRWB as soon as possible after creating the Marine Protected Area on the necessity of the action and the terms and conditions attached to the Marine Protected Area.

PART 11.6: NUNAVIK INUIT ACCESS

11.6.1 In addition to any other rights of access and use enjoyed by or flowing to Nunavik Inuit, Nunavik Inuit have entry to protected areas and Marine Protected Areas at no cost.

PART 11.7: INFORMATION

11.7.1 Government shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about protected areas and Marine Protected Areas. Any information disseminated or communicated to the public within any protected area and any Marine Protected Area shall be equally prominent in Inuktitut and in one or more of Canada's official languages.

PART 11.8: DEDICATION

11.8.1 Appropriate recognition shall be made of Nunavik Inuit history and presence as part of the process of the establishment and operation of a protected area or Marine Protected Area.

PART 11.9: INTERPRETATION

11.9.1 In the event of any conflict between this Article and Article 5, Article 5 shall prevail.

SCHEDULE 11-1

**MATTERS APPROPRIATE FOR IMPACT AND BENEFIT AGREEMENTS IN
RELATION TO FEDERAL PROTECTED AREAS**

1. Management advisory committee.
2. Employment rotation reflecting Nunavik Inuit needs and preferences.
3. Business opportunities for Nunavik Inuit in relation to all protected areas services and facilities including:
 - (a) provision of expert advice; and
 - (b) tourist packages and promotion.
4. Language of work in protected areas services and facilities.
5. Nunavik Inuit access to protected areas services and facilities.
6. Important environmental concerns, particularly disruption of wildlife, including measures for protection and conservation.
7. Nunavik Inuit campsites.
8. Insofar as use of the protected area affects Nunavik Inuit, such matters as:
 - (a) land use activities permitted in the protected area;
 - (b) zones and other matters requiring special protection, limitations or restrictions on use;
 - (c) types, forms and modes of technology and transportation permitted; and
 - (d) protection and management of archaeological sites and sites of religious or cultural significance.
9. The information flow and interpretation including liaison between Nunavik Inuit and the appropriate protected area agency regarding protected areas cooperative management and Nunavik Inuit participation and concerns.
10. Relationship to prior and subsequent IBAs.
11. Arbitration and amendment provisions.

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12. Implementation and enforceability.
13. Any other matters the parties consider to be relevant to the needs of the protected area and Nunavik Inuit.

SCHEDULE 11-2

**MATTERS APPROPRIATE FOR IMPACT AND BENEFIT AGREEMENTS IN
RELATION TO TERRITORIAL PROTECTED AREAS**

1. Management advisory committee.
2. Nunavik Inuit access to protected areas services and facilities.
3. Important environmental concerns, particularly disruption of wildlife, including measures for protection and conservation.
4. Nunavik Inuit campsites.
5. Insofar as use of the protected area affects Nunavik Inuit, such matters as:
 - (a) land use activities permitted in the protected area;
 - (b) zones and other matters requiring special protection, limitations or restrictions on use;
 - (c) types, forms and modes of technology and transportation permitted; and
 - (d) protection and management of archaeological sites and sites of religious or cultural significance.
6. The information flow and interpretation including liaison between Nunavik Inuit and the appropriate protected area agency regarding protected areas cooperative management, and Nunavik Inuit participation and concerns.
7. Relationship to prior and subsequent IBAs.
8. Arbitration and amendment provisions.
9. Implementation and enforceability.
10. Any other matters the parties consider to be relevant to the needs of the protected area and Nunavik Inuit.

SCHEDULE 11-3

**MATTERS FOR POSSIBLE INCLUSION IN THE MARINE PROTECTED AREA
AGREEMENT IN RELATION TO MARINE PROTECTED AREAS**

1. Contracting opportunities with Government for Nunavik Inuit in relation to Marine Protected Area activities and services, particularly enforcement, research and monitoring.
2. Employment opportunities with Government for Nunavik Inuit arising from the Marine Protected Area, particularly enforcement, research and monitoring.
3. Any effects of the Marine Protected Area on Nunavik Inuit uses of that area.
4. Communication strategy.
5. Dispute resolution procedure and amendment provisions.
6. Implementation of the Marine Protected Area agreement.
7. Any other matters the parties consider to be relevant.

ARTICLE 12

ENTRY AND ACCESS

PART 12.1: GENERAL

- 12.1.1 Except as otherwise provided for in this Agreement, a person other than a Nunavik Inuk may not enter, cross or remain on Nunavik Inuit Lands without the consent of the MDO.
- 12.1.2 For greater certainty, a Nunavik Inuk and Nunavik Inuit may enter, cross or remain on Nunavik Inuit Lands at any time.

PART 12.2: PUBLIC ACCESS

- 12.2.1 The public has a right of access to a 100 foot (approximately 30.5 metre) strip of Nunavik Inuit Lands bounding the sea coast, navigable rivers and navigable lakes that can be entered from the said rivers. The said strip shall be measured from the ordinary high water mark of the sea coast and the said navigable rivers, lakes and water bodies. The right of access includes access to the foreshore adjacent to the said strip.
- 12.2.2 No person exercising the right of access referred to in section 12.2.1 shall establish camps or structures other than for merely casual or temporary purposes, engage in any development activity or harvest on the said strip.
- 12.2.3 Where the MDO requires exclusive possession, the right of access referred to in section 12.2.1 and the right to cross Nunavik Inuit Lands referred to in section 12.2.6 may be removed with the agreement of the MDO and Government.
- 12.2.4 A member of the public may enter and remain on Nunavik Inuit Lands for emergency purposes.
- 12.2.5 A member of Parliament, the Legislative Assembly, or any municipal council or regional government, or a candidate for election to any of such bodies, or a person accompanying and assisting any such member or candidate, may enter on Nunavik Inuit Lands for the purpose of campaigning for an official election.
- 12.2.6 Members of the public may cross Nunavik Inuit Lands for the purpose of personal or casual travel, such as to go to or from their place of work or to or from a place of recreation. Whenever possible, crossings shall take place on routes designated by the MDO. The right to cross shall include the right to make any necessary stops.
- 12.2.7 With the consent of the MDO, persons conducting research for any purposes other than those referred to in section 12.3.6 shall have a right of access to Nunavik Inuit Lands in accordance with terms and conditions imposed by the MDO, other than the payment of fees.

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- 12.2.8 The rights of access to Nunavik Inuit Lands set out in Part 12.2 is subject to the conditions that there be:
- (a) no significant damage caused whether by way of physical alteration to the land or otherwise;
 - (b) no mischief committed; and
 - (c) no significant interference with Nunavik Inuit use and quiet enjoyment of such lands.
- 12.2.9 Persons exercising rights under Part 12.2 shall be:
- (a) liable for damages caused to the lands; and
 - (b) deemed to be trespassers and may be removed from the land, if they fail to comply with the conditions of Part 12.2.
- 12.2.10 The rights of access to Nunavik Inuit Lands under Part 12.2 are not subject to the payment of any fee, or any term or condition, except as provided in Part 12.2.

PART 12.3: GOVERNMENT ACCESS

- 12.3.1 Agents, employees and contractors of Government, members of the Canadian Forces and peace officers shall have the right, in accordance with these provisions, to enter, to cross and to remain on Nunavik Inuit Lands to carry out legitimate government purposes relating to the lawful delivery and management of their programs and to carry out duties in accordance with the law of Canada.
- 12.3.2 Except for where agents, employees and contractors of Government need access to Nunavik Inuit Lands for the purpose of wildlife management and research, or for the establishment of navigational aids pursuant to section 12.3.11, should Government, the Canadian Forces or the Royal Canadian Mounted Police require continuing use or occupancy of Nunavik Inuit Lands for more than eighteen (18) months, including use of unmanned facilities, the MDO may require Government to obtain an interest in the land.
- 12.3.3 Government shall be liable for damages caused to the lands by any person exercising rights pursuant to sections 12.3.1 and 12.3.11.
- 12.3.4 In a case where more than insignificant damage may be caused to the land, or where there may be more than insignificant interference with Nunavik Inuit use and quiet enjoyment of the land, Government shall consult the MDO and seek its agreement regarding the terms and conditions for exercising government access under section 12.3.1 or 12.3.11. Where agreement cannot be achieved, the matter shall be referred to

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- arbitration as set out in Article 24. The activities of peace officers, federal investigators and law enforcement officers carrying out duties under the law of Canada shall not be subject to this section.
- 12.3.5 Without limiting the generality of section 12.3.4, terms and conditions required under that section for exercising government access shall ensure that:
- (a) environmental protection measures are consistent with the provisions of this Agreement;
 - (b) information is provided; and
 - (c) location, time and duration of access is addressed.
- 12.3.6 Government agents, employees and contractors exercising access pursuant to section 12.3.1 for the purposes of wildlife management and wildlife research shall be subject to the approval of the NMRWB subsequent to consultation with the RNUK.
- 12.3.7 In the event that any person exercising access under section 12.3.1 or 12.3.11 causes damage to Nunavik Inuit Lands, and Government and the MDO are unable to agree on compensation for damages, the matter shall be referred to arbitration as set out in Article 24 for the determination of liability and fixing of appropriate compensation.
- 12.3.8 The Department of National Defence (DND) shall have no greater rights to conduct military manoeuvres, including exercises and movements, on Nunavik Inuit Lands than it has with respect to other non-public lands under generally applicable legislation. For greater certainty, this section shall prevail over sections 12.3.9 and 12.3.10.
- 12.3.9 The Minister of National Defence may authorize access to Nunavik Inuit Lands for the execution of manoeuvres by the Canadian Forces pursuant to s. 257 of the *National Defence Act* and with the exception of section 12.3.8 nothing in Part 12.3 applies to or affects such access authorized by the Minister of National Defence.
- 12.3.10 Other than access for those manoeuvrers referred to in section 12.3.9, access and across Nunavik Inuit Lands for each manoeuvrer shall only occur after the negotiation and conclusion of an agreement with the MDO respecting contact persons, consultation mechanisms and timing thereof and compensation for damages, which agreement may be amended from time to time. Land use fees shall not be charged.
- 12.3.11 Subject to sections 12.3.3, 12.3.4, 12.3.5, and 12.3.7, Government may maintain and establish navigational aids on Nunavik Inuit Lands. Navigation aids shall be the property of Government and may not be interfered with by any person while such aids are on Nunavik Inuit Lands and water on Nunavik Inuit Lands.

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- 12.3.12 The rights of access to Nunavik Inuit Lands under Part 12.3, except under section 12.3.2 are not subject to the payment of any fee, or any term or condition except as provided in Part 12.3.

PART 12.4: EXPROPRIATION

- 12.4.1 Any person or authorized representative of any person, who has power of expropriation under federal or territorial legislation (expropriating authority), may exercise that power of expropriation in accordance with laws of general application as qualified by this Agreement.
- 12.4.2 Nothing in Part 12.4 shall be construed to give the Government of Nunavut more extensive powers of expropriation than are given to the legislatures of the Provinces.
- 12.4.3 An expropriation shall be approved by a specific order of the Governor-in-Council.
- 12.4.4 Any expropriation legislation coming into force after the effective date of this Agreement shall, insofar as it applies to Nunavik Inuit Lands, provide for the following minimum procedures:
- (a) notice of intention to expropriate served on the MDO;
 - (b) an opportunity for the MDO to object to the expropriation on the basis that the expropriating authority has not complied with the expropriation legislation, and an opportunity to be heard on that objection; and
 - (c) the determination of compensation by negotiation and mediation and, failing that, by reference to arbitration or the committee referred to in section 12.4.8.
- 12.4.5 Where an interest in Nunavik Inuit Lands is expropriated, the expropriating authority shall, if reasonably possible, offer compensation in the form of alternate lands, in accordance with the purposes and principles of Nunavik Inuit Lands set out in Articles 9 and 10, or in combination of lands and money.
- 12.4.6 Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Nunavik Inuit Lands. Lands provided as compensation for expropriation shall be Nunavik Inuit Lands. Where lands which have been expropriated are no longer required, the MDO shall have an option for six (6) months following such a determination to re-acquire those lands as Nunavik Inuit Lands. If the parties are unable to agree on a price, the matter shall be referred to the arbitrators or the committee referred to in section 12.4.8.
- 12.4.7 The MDO shall not be required to take compensation in the form of alternate lands.

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- 12.4.8 Where the MDO and the expropriating authority disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be:
- (a) pursuant to arbitration as set out in Article 24, other than for expropriation under the *National Energy Board Act*; or
 - (b) for expropriation under the *National Energy Board Act*, by an arbitration committee appointed under the Act that shall include at least one (1) nominee of the MDO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in section 12.4.9.
- 12.4.9 In determining the amount of compensation payable to the MDO, the arbitrators or the committee shall be guided by:
- (a) the market value of the land;
 - (b) loss of use to the MDO and Nunavik Inuit;
 - (c) the effect on wildlife harvesting by Nunavik Inuit;
 - (d) the adverse effect of the taking, upon lands retained by the MDO;
 - (e) damage which may be caused to the land taken;
 - (f) nuisance, inconvenience and noise to the MDO and Nunavik Inuit;
 - (g) the cultural attachment of Nunavik Inuit to the land;
 - (h) the peculiar and special value of the land to Nunavik Inuit;
 - (i) the effect on rights and benefits otherwise provided Nunavik Inuit by this Agreement;
 - (j) an amount to cover reasonable costs associated with the MDO inspections as deemed appropriate by the arbitrators or the committee;
 - (k) an amount to cover reasonable costs to the MDO associated with the arbitration; and
 - (l) any other factors as may be provided for in legislation.

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- 12.4.10 Where an expropriating authority would have a power of expropriation of Nunavik Inuit Lands, or an interest therein under 12.4.1, that power may not be executed if 12% of all Nunavik Inuit Lands vesting on the effective date of this Agreement or an interest therein has already been and remains expropriated.
- 12.4.11 In calculating the areas expropriated in section 12.4.10, no account shall be taken of those situations in which the MDO accepted alternative lands pursuant to section 12.4.6.
- 12.4.12 Where Government has a right under section 12.4.1, as qualified by this Article to expropriate Nunavik Inuit Lands which it requires for public transportation purposes, Government need not pay compensation, except for improvements, for the lands taken up to an amount not exceeding two percent (2%) of Nunavik Inuit Lands in the NMR. Where lands taken under this section are no longer required for the purpose for which they were taken, they shall revert to the MDO at no cost.
- 12.4.13 In calculating the areas expropriated under section 12.4.10, lands taken pursuant to section 12.4.12 shall be taken into account.

PART 12.5: SAND AND GRAVEL

- 12.5.1 Notwithstanding anything in this Agreement, if Government requires sand and gravel and other like construction materials from Nunavik Inuit Lands for public purposes but the MDO refuses to permit Government to take the said materials, Government may refer the matter to arbitration as set out in Article 24 of this Agreement for the purposes of obtaining an entry order enabling the removal of such material.
- 12.5.2 The arbitrators shall grant an entry order if, and only if, they determine that:
- (a) the materials are required for public purposes and no alternative supply is reasonably available; and
 - (b) no competing Nunavik Inuit need for those materials in that location then exists and no alternative supply for that need is reasonably available.
- 12.5.3 If an entry order is granted, Government shall pay the MDO for the materials removed, the greater of:
- (a) \$1.00 (1993\$) per cubic metre, valued on the effective date of this Agreement and indexed by the Final Domestic Demand Implicit Price Index; or
 - (b) the royalty rate imposed by the Crown, as amended from time to time, on the extraction of such materials from Crown lands.

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- 12.5.4 The arbitrators shall determine the terms and conditions for access and compensation for access, and such compensation shall be determined in accordance with section 12.4.9. The calculation of compensation shall not take into account any amount mentioned in section 12.5.3, or the payment of any entry fee required by legislation.
- 12.5.5 An entry order shall include terms and conditions to minimize the damage and interference with Nunavik Inuit use, and shall also provide that Government rehabilitate the site.

PART 12.6: APPLICATION AND SAVING

- 12.6.1 For greater certainty, any person exercising access rights referred to under this Article, except rights referred to under Part 12.2 and sections 12.3.8 to 2.3.10, shall acquire appropriate authorizations where required, including under Article 7 of this Agreement and Article 13 of the NLCA prior to the exercise of those rights.
- 12.6.2 Persons exercising rights under this Article have no right of action against the MDO for alleged loss or damage arising from the exercise of those rights.
- 12.6.3 For greater certainty, a Nunavik Inuk may be the holder of a third party interest.

ARTICLE 13

GOVERNMENT OF CANADA EMPLOYMENT AND CONTRACTS

PART 13.1: DEFINITIONS

In this article:

“government contract” means a contract, other than a contract for employment in the federal Public Service, between the Government of Canada and a party other than the Government of Canada or any other government for procurement of goods or services, and includes:

- (a) contracts for the supply of goods;
- (b) construction contracts;
- (c) contracts for the supply of services; and
- (d) leases, other than leases respecting real property.

“Government of Canada” means all departments and agencies, including departmental corporations and branches designated as departments for purposes of the *Financial Administration Act*.

“Nunavik Inuit Enterprise” means an entity which complies with the legal requirements to carry on business in the NMR and which is:

- (a) a partnership, including a joint venture partnership, at least fifty percent of which is owned by one (1) or more Nunavik Inuit;
- (b) a co-operative or non share-capital corporation, a majority of whose voting members are Nunavik Inuit;
- (c) a share-capital corporation, a majority of whose voting shares are beneficially owned by one (1) or more Nunavik Inuit; or
- (d) a share-capital corporation, a majority of whose voting shares are owned by one (1) of the foregoing entities.

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PART 13.2: EMPLOYMENT

- 13.2.1 The Government of Canada undertakes to take all reasonable and timely measures to provide Nunavik Inuit with priority with respect to federal Public Service employment opportunities in the NMR.
- 13.2.2 If Federal Public Service employment opportunities exist in the NMR, the Government of Canada is committed to awarding those opportunities so as to achieve a public service in the NMR which reflects the ratio of Nunavik Inuit to all other residents in Nunavik.
- 13.2.3 The Government of Canada shall remove employment barriers for Nunavik Inuit in relation to Federal Public Service positions within the NMR by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.

PART 13.3: CONTRACTS

- 13.3.1 The Government of Canada shall provide reasonable support and assistance to Nunavik Inuit enterprises as set out in this part to enable them to compete for government contracts.
- 13.3.2 If the Government of Canada contracts for the procurement of goods or services in the NMR, Nunavik Inuit Enterprises shall, subject to meeting the technical and administrative conditions of the request for goods or services, be given fair consideration.
- 13.3.3 In inviting bids on Government of Canada contracts for the procurement of goods or services in the NMR, the Government of Canada shall provide all reasonable opportunities to Nunavik Inuit Enterprises enumerated on the list referred to in section 13.3.5 to submit competitive bids and in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:
 - (a) set the date, location and terms and conditions for bidding so that Nunavik Inuit businesses may readily bid;
 - (b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
 - (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
 - (d) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and

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- (e) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.
- 13.3.4 Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts for the procurement of goods and services in the NMR:
 - (a) the existence of head offices, administrative offices or other facilities in the NMR;
 - (b) the employment of Nunavik Inuit labour, engagement of Nunavik Inuit professional services, or use of suppliers that are Nunavik Inuit or Nunavik Inuit enterprises in carrying out the contracts; and
 - (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Nunavik Inuit.
- 13.3.5 The MDO shall prepare and maintain a comprehensive list of Nunavik Inuit enterprises, together with information on goods and services which they would be in a position to supply in relation to contracts offered by the Government of Canada. This list shall be considered, where practicable and consistent with sound procurement practices, by the Government of Canada in meeting their obligations under this Article.

ARTICLE 14

WILDLIFE COMPENSATION

14.1 In this Article:

“arbitrators” means a panel of arbitrators appointed pursuant to provisions of Article 24;

“claimant” means Nunavik Inuit or a Nunavik Inuk;

“compensation” means monetary compensation, including cash payment in a lump sum or by instalments, and also includes non-monetary compensation such as the cost of temporary or permanent relocation, replacement or repair of property, and reimbursement in kind subject to conservation limits, or any combination thereof;

“developer” means any person engaged in development activity;

“development activity” means any commercial or industrial undertaking, or extension thereof, including those undertaken by any municipal, territorial, provincial or federal government in the NMR but does not include:

(a) marine transportation; or

(b) any wildlife measure or use approved in accordance with Article 5.

“fortuitous event” means an act of war, hostilities, civil war, insurrection or natural phenomenon of an exceptional, inevitable and irresistible character.

14.2 Unless inconsistent with a specific provision of this Article, Article 24 shall apply to an arbitration undertaken pursuant to this Article.

14.3 For greater certainty, in the case of development activities, if any, begun prior to and continuing on the effective date of this Agreement, this Article applies only in respect of that portion of those development activities occurring on or after the coming into effect of this Agreement.

14.4 Subject to section 14.5, this Article shall apply to marine transportation occurring on or after the effective date of this Agreement that is directly associated with any commercial or industrial or any municipal, territorial, provincial or federal government undertaking, or any extension thereof, in the NMR but does not apply to marine transportation not directly associated with such undertakings.

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- 14.5 There shall be a person, a fund or both, specified by the Government of Canada capable of assuming liability for marine transportation imposed under this Article by section 14.4 and that specified person, or fund, or both shall be considered to be a developer and that marine transportation shall be considered to be a development activity for the purpose of this Article.
- 14.6 A developer is liable absolutely, without proof of fault or negligence, for loss or damage suffered by a claimant as a result of its development activities in respect of:
- (a) loss or damage to property or equipment used in wildlife harvesting or to wildlife reduced into possession;
 - (b) present and future loss of income from wildlife harvesting; and
 - (c) present and future loss of wildlife harvested for personal use by claimants.
- 14.7 A developer is not liable where that developer establishes that the loss or damage was wholly the result of a fortuitous event.
- 14.8 With respect to flora, a developer is liable under section 14.6 only for those species contained in Schedule 14-1. Schedule 14-1 shall be reviewed by the parties every five (5) years for the purposes of updating the list of species in Schedule 14-1, if necessary, on the anniversary of the effective date of this Agreement.
- 14.9 Legislation may provide for appropriate limits of liability of developers or the methods of setting such limits and shall also require proof of fiscal responsibility and may also provide for security deposits and any other matters not inconsistent with this Article. Limits on liability will be set at levels sufficient to cover reasonably foreseeable damages in relation to various development activities. Recognizing Nunavik Inuit concerns regarding enforcement of compensation decisions, Government will give consideration to including enforcement mechanisms in legislation.
- 14.10 Claimants shall make all reasonable efforts to mitigate against any loss or damage.
- 14.11 A claimant or a MDO on behalf of a claimant shall make a claim for loss or damage in writing to the developer. If the claim is not settled within thirty (30) days of receipt by the developer, the developer or the claimant or a MDO on behalf of the claimant may submit the claim to arbitration.
- 14.12 In hearing a claim, the arbitrators are not bound by strict rules of evidence and may take into account any information which they consider relevant. The arbitrators, in hearing a claim, shall give due weight to Nunavik Inuit knowledge of wildlife and the environment and shall take into account the social, cultural and economic importance of wildlife to Nunavik Inuit.

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- 14.13 The arbitrators may appoint experts and may call witnesses.
- 14.14 As a general principle, compensation shall not be a guaranteed annual income in perpetuity. A compensation award may be reviewed by the arbitrators at the request of either party to the hearing.
- 14.15 A claim must be made within three (3) years of the date on which the loss or damage occurred, or within three (3) years of the date on which the loss or damage became known to the claimant.
- 14.16 The arbitrators shall hear the case and determine liability and compensation within one hundred and eighty (180) days of the date that the claim was submitted to them or within such further period of time as the parties to the hearing may otherwise agree in writing. The arbitrators shall make a decision within thirty (30) days of completing the hearing of a claim.
- 14.17 Recognizing that it is the intention that loss or damage suffered by a claimant should be minimized by expeditious processing of claims and payment of compensation, the arbitrators may:
- (a) deal with a claim in respect of loss or damage to property or equipment used in wildlife harvesting or to wildlife reduced into possession before proceeding to hear evidence on any other loss or damage;
 - (b) require that interest be paid on monetary compensation at a rate set by the arbitrators; and
 - (c) provide for additional compensation to cover any additional loss or damage, or costs, including costs of collection, that may result from any delay in fulfilling the terms of the compensation decision.
- 14.18 At the request of a claimant, the arbitrators shall register the compensation decision in the Nunavut Court of Justice and the claimant may use that court to enforce the decision. The arbitrators may provide assistance in the enforcement of their decision.
- 14.19 In deciding upon the location of a hearing of the arbitration, the convenience of the claimant shall be a major factor in the decision of the arbitrators.
- 14.20 When the arbitrators determine that loss or damage was caused by more than one developer, those developers shall be severally liable. The arbitrators shall apportion liability in accordance with generally accepted principles of statute and common law.
- 14.21 The remuneration and expenses incurred by the arbitrators in determining claims under this Article shall be borne by the Government of Canada.

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- 14.22 The provisions of this Article are without prejudice to any other rights or remedies that a claimant may have under laws of general application with respect to loss or damage arising out of a development activity. However, if the claim is referred to the arbitration under section 14.11, the decision of the arbitrators shall be conclusive in relation to all losses and damages described in section 14.6 subject only to review by the Federal Court of Appeal under Article 28 of the *Federal Court Act*, R.S.C. 1985, c.F-7. If the claim against a developer is dismissed, a claimant is not precluded from claiming the same loss or damage against a different developer.
- 14.23 Nothing in this Article shall be construed as limiting or restricting any right of recourse that a developer who is found liable under this Article may have against any person other than the claimant.
- 14.24 Nothing in this Agreement shall prevent Nunavik Inuit and a developer from entering into a wildlife compensation agreement that would replace all other obligations in relation to wildlife compensation under this Agreement.

SCHEDULE 14-1

LIST OF FLORA

Brown Seaweed:

Fucus sp. (Rockweeds)

Fucus vesiculosus

Fucus evenescens

Fucus filiformis

Ascophyllum nodosum (Knotted Wrack)

Ascophyllum mackaii

Kelp

Laminaria longicuris (Hollow-Stemmed Kelp)

Laminaria agardhii (Common Kelp)

Laminaria digitata (Horsetail Kelp)

Agarum cribrosum (Sea Colander)

Alaria sp. (Edible Kelp)

Red Seaweed:

Porphyra sp.

Euthora sp.

Ahnfeltia sp.

Phyllophora sp.

Gigartina stellata (Tufted Red Weed)

Rhodomenia palmata (Dulse)

Green Seaweed:

Enteromorpha sp. (Hollow Green Weeds)

Ulva lactuca (Sea Lettuce)

ARTICLE 15

RESOURCE ROYALTY SHARING

PART 15.1: NUNAVIK INUIT RIGHT TO RESOURCE ROYALTY

- 15.1.1 Nunavik Inuit have the right, in each and every calendar year, to be paid an amount equal to:
- (a) fifty percent (50%) of the first two million dollars (\$2,000,000) of resource royalty received by Government in that year; and
 - (b) five percent (5%) of any additional resource royalty received by Government in that year.

PART 15.2: PAYMENT OF RESOURCE ROYALTY

- 15.2.1 Government shall pay the Nunavik Inuit Trust the amount due to them pursuant to section 15.1.1 as follows:
- (a) The Government of Canada shall pay fifty percent on any amount up to two million dollars of resource royalty received by it in each and every calendar year; and
 - (b) In the event that the Government of Canada receives less than two million dollars of resource royalty in a calendar year, the Government of Nunavut shall pay fifty percent on that portion of the resource royalty received by it in that same calendar year that when added to the resource royalty received by the Government of Canada amounts to no more than two million dollars (\$2,000,000); and
 - (c) The Government of Canada and the Government of Nunavut shall each pay five percent on any resource royalties received by each of them in addition to the first two million dollars received by Government in each and every calendar year.
- 15.2.2 Amounts payable by Government pursuant to this Article shall be calculated on the basis of amounts due to and received by Government in respect of resources produced after the effective date of this Agreement.
- 15.2.3 Payments remitted to the Nunavik Inuit Trust shall be in quarterly payments on an as received basis.
- 15.2.4 Government shall annually provide the Nunavik Inuit Trust with a statement indicating the basis on which royalties were calculated for the preceding year.

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- 15.2.5 On the request of the Nunavik Inuit Trust, Government shall request the Auditor-General to verify the accuracy of the information in the annual statements.

PART 15.3: CONSULTATION

- 15.3.1 Government shall consult with the Nunavik Inuit Trust on any proposal specifically to alter by legislation the resource royalty payable to Government. Where Government consults outside of Government on any proposed changes to the fiscal regime which will change the resource royalty regime, it shall also consult with the Nunavik Inuit Trust.

PART 15.4: AREA OF APPLICATION

- 15.4.1 This Article applies to the NMR.

ARTICLE 16

CAPITAL TRANSFER

PART 16.1: CAPITAL TRANSFER PAYMENTS TO THE NUNAVIK INUIT TRUST

- 16.1.1 Canada shall make capital transfer payments to the Nunavik Inuit Trust as set out in Schedule A of this Article which shall be calculated by deducting from each amount listed in the Capital Transfer Schedule set out in Schedule B, the corresponding payment from the Negotiation Loans Repayment Schedule set out in Schedule C .

PART 16.2: NEGOTIATION LOAN REPAYMENT

- 16.2.1 By deducting amounts listed in the Negotiation Loans Repayment Schedule set out in Schedule C of this Article, Canada extinguishes any and all obligations Makivik might have had with respect to such loans.
- 16.2.2 Notwithstanding section 16.2.1, Makivik may request to accelerate the repayment of the outstanding negotiation loan amounts without bonus or penalty, at their option, and the new negotiation loan repayment schedule payment shall be re-calculated such that the present value of the new Schedule C, including accelerated repayments, remains the same using an interest rate of 4.045%. Canada will then recalculate Schedule A in accordance with section 16.1.1.
- 16.2.3 Except as provided in this part, terms and conditions of the negotiation loans shall remain unaffected.

SCHEDULE A

PROVISIONAL CAPITAL TRANSFER PAYMENT SCHEDULE

<u>Date</u>	<u>Payments</u>
On the effective date of this Agreement	\$5,067,146
On the first anniversary of effective date of this Agreement	\$5,067,146
On the second anniversary of effective date of this Agreement	\$5,067,146
On the third anniversary of effective date of this Agreement	\$5,067,146
On the fourth anniversary of effective date of this Agreement	\$5,067,146
On the fifth anniversary of effective date of this Agreement	\$5,067,146
On the sixth anniversary of effective date of this Agreement	\$5,067,146
On the seventh anniversary of effective date of this Agreement	\$5,067,146
On the eighth anniversary of effective date of this Agreement	\$5,067,146
On the ninth anniversary of effective date of this Agreement	\$5,067,146

Notes to Finalize Schedule A

1. Payments will be made to the Nunavik Inuit Trust in accordance with a final schedule of payments, which shall be incorporated into this Agreement immediately prior to the effective date of this Agreement calculated in accordance with section 16.1.1.

SCHEDULE B

PROVISIONAL CAPITAL TRANSFER SCHEDULE

<u>Date</u>	<u>Amount</u>
On the effective date of this Agreement	\$6,582,881
On the first anniversary of effective date of this Agreement	\$6,582,881
On the second anniversary of effective date of this Agreement	\$6,582,881
On the third anniversary of effective date of this Agreement	\$6,582,881
On the fourth anniversary of effective date of this Agreement	\$6,582,881
On the fifth anniversary of effective date of this Agreement	\$6,582,881
On the sixth anniversary of effective date of this Agreement	\$6,582,881
On the seventh anniversary of effective date of this Agreement	\$6,582,881
On the eighth anniversary of effective date of this Agreement	\$6,582,881
On the ninth anniversary of effective date of this Agreement	\$6,582,881

Notes to Finalize Schedule B

1. The purpose of this note is to enable the parties to calculate the amounts to be shown in the provisional capital transfer schedule and the amounts for the final schedule.
2. A provisional capital transfer schedule will be negotiated prior to the signing of this Agreement such that:
 - (a) the provisional schedule will provide for a first amount on the effective date of this Agreement and subsequent amounts on each anniversary date;

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- (b) the present value of the amounts listed in the provisional schedule will equal \$50 million multiplied by the value of the FDDIPI for the 2nd quarter of 2006 and by dividing the resulting product by the value of FDDIPI for the 3rd quarter of 2000; and
 - (c) the present value referred to in (b) will be calculated using as a discount rate, 4.045%, which is the most recently released 9 year amortized consolidated revenue fund lending rate that the Minister of Finance for Canada has approved prior to the calculation of the provisional schedule, less 0.125 percent.
- 3. A final schedule will be calculated prior to the effective date of this Agreement by multiplying each amount in the provisional schedule by the value of the FDDIPI for the latest quarter available prior to that date for which FDDIPI has been published by Statistics Canada, and by dividing the resulting product by the value of FDDIPI for the 2nd quarter of 2006.

SCHEDULE C

PROVISIONAL NEGOTIATION LOANS REPAYMENT SCHEDULE

<u>Date</u>	<u>Repayments</u>
On the effective date of this Agreement	\$1,515,735
On the first anniversary of effective date of this Agreement	\$1,515,735
On the second anniversary of effective date of this Agreement	\$1,515,735
On the third anniversary of effective date of this Agreement	\$1,515,735
On the fourth anniversary of effective date of this Agreement	\$1,515,735
On the fifth anniversary of effective date of this Agreement	\$1,515,735
On the sixth anniversary of effective date of this Agreement	\$1,515,735
On the seventh anniversary of effective date of this Agreement	\$1,515,735
On the eighth anniversary of effective date of this Agreement	\$1,515,735
On the ninth anniversary of effective date of this Agreement	\$1,515,735

Notes to Finalize Schedule C

1. The purpose of this note is to enable the parties to calculate the amounts to be shown in the provisional schedule and the amounts for the final schedule of payments.
2. Prior to the signing of this Agreement, the outstanding negotiation loans of Makivik shall be determined up to the time of signing this Agreement and serve to establish a provisional schedule of repayments loans in accordance with the following provisions.
3. A provisional negotiation loan repayment schedule will be negotiated prior to the signing of this Agreement such that:
 - (a) the provisional schedule of repayments will provide for a first payment on the effective date of this Agreement and subsequent payments on any or all of the

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anniversary dates;

- (b) the present value of the amounts listed in the provisional schedule will equal \$12,155,109 which is the outstanding amount of negotiation loans (principal plus accrued interest) as at the date of signature of this Agreement; and
 - (c) the present value referred to in (b) will be calculated using as a discount rate, 4.045%, which is the most recently released 9 year amortized consolidated revenue fund lending rate that the Minister of Finance for Canada has approved prior to the calculation of the provisional schedule of payments, less 0.125 percent.
- 4. A final schedule of loan repayment amounts will be calculated prior to the effective date of this Agreement such that:
 - (a) the present value of the amounts listed in the final schedule will equal the total outstanding amount of negotiation loans (principal plus accrued interest) as at the effective date of this Agreement; and
 - (b) the present value referred to in (a) will be calculated using as a discount rate, 4.045%, which is the same 9 year amortized consolidated revenue fund lending rate utilized in the calculation of the provisional schedule, less 0.125 percent.
- 5. The final loan repayment schedule will be incorporated into this Agreement immediately prior to the effective date of this Agreement.

ARTICLE 17

NUNAVIK INUIT TRUST

PART 17.1: GENERAL

- 17.1.1 Prior to the effective date of this Agreement, Makivik shall cause to be established by trust deed a Nunavik Inuit Trust to receive the capital transfer payments referred to in Article 16, any resource royalty amounts payable to it under Article 15 and implementation funding referred to in Article 23. The Nunavik Inuit Trust shall receive, hold and administer the Trust Patrimony for the benefit of the Trust Beneficiaries and distribute monies therefrom to the beneficiaries of the Trust, both individually and collectively, for educational, social, cultural and socio-economic needs of Trust Beneficiaries and generally to improve their social, cultural, educational and economic conditions, their quality of life and the quality of community life.
- 17.1.2 The Nunavik Inuit Trust shall be resident in Canada.
- 17.1.3 The Nunavik Inuit Trust shall be subject to control by its trustees, who shall be selected by Makivik.
- 17.1.4 The trust deed establishing the Nunavik Inuit Trust may be amended by Makivik in accordance with the law.
- 17.1.5 The rule commonly known as the Rule against Perpetuities shall not apply to the Nunavik Inuit Trust which shall have a duration of no more than two hundred (200) years.
- 17.1.6 The Nunavik Inuit Trust shall provide for the protection and enhancement of settlement assets based on sound management practices.
- 17.1.7 Subject to section 17.1.5, the Nunavik Inuit Trust shall be subject to laws of general application including applicable tax laws.

PART 17.2: ACCESS TO INFORMATION

- 17.2.1 Makivik shall provide the following information freely to all Nunavik Inuit:
- (a) the trust deed establishing and governing the Nunavik Inuit Trust;
 - (b) the constituting documents of any corporate beneficiaries of the Nunavik Inuit Trust; and
 - (c) annual reports of the Nunavik Inuit Trust and any corporate beneficiaries.

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PART 17.3: STANDING

- 17.3.1 In addition to any relevant rights at common law or provided through legislation, all Nunavik Inuit shall have standing in a court of competent jurisdiction to enforce the objects and other provisions of the trust deed and the constituting documents of any corporate beneficiaries of the Nunavik Inuit Trust.

ARTICLE 18

TAXATION

PART 18.1: GENERAL RULES

- 18.1.1 There shall be no federal or territorial tax or municipal government tax of any kind or nature whatsoever, or similar charges exigible in respect of the payment to or receipt by Makivik, the MDO or the Nunavik Inuit Trust, of the following amounts paid by the Government of Canada pursuant to this Agreement:
- (a) any capital transfer referred to in Article 16;
 - (b) any implementation monies or funds referred to in Article 23.
- 18.1.2 Subject to section 18.1.1, tax laws of general application shall apply to Makivik, a MDO, the Nunavik Inuit Trust or any other recipient of a portion of the capital transfer, and to the recipient of any capital or income from Makivik, a MDO or the Nunavik Inuit Trust.
- 18.1.3 Nunavik Inuit Lands shall be deemed not to be reserves for the purposes of s. 87 of the *Indian Act*, R.S.C. 1985, c.I-5.

PART 18.2: INCOME FROM NUNAVIK INUIT LANDS AND DEPRECIABLE PROPERTY

- 18.2.1 All profits, rents, royalties and other revenues or gain derived from Nunavik Inuit Lands shall be taxable under laws of general application except as otherwise provided in this Agreement.

Acquisition Cost of Lands

- 18.2.2 The cost of acquisition to a Nunavik Inuk, to Makivik or a MDO of any real property acquired under this Agreement, other than depreciable property, shall, for the purposes of the *Income Tax Act*, be deemed to be an amount equal to the fair market value thereof at the earlier of:
- (a) the time at which title to such property is registered in the name of the Nunavik Inuk, Makivik or the MDO; or
 - (b) the time at which any right or interest in such property is acquired by the Nunavik Inuk, Makivik or the MDO.

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Disposition of Lands

- 18.2.3 Where any real property acquired under this Agreement, other than depreciable property, is disposed of by Makivik or the MDO (the "transferor")
- (a) to a Nunavik Inuk (the "transferee"), and such real property has not previously been disposed of by Makivik or the MDO to another Nunavik Inuk, or
 - (b) within ten years of the vesting of such property in Makivik or the MDO, by Makivik or that MDO to another MDO (the "transferee"),

the real property shall, for the purpose of the *Income Tax Act*, be deemed to have been disposed of by the transferor for proceeds of disposition equal to the greater of the amount that would otherwise be the proceeds of disposition and the adjusted cost base to the transferor of the real property at that time, and to have been acquired by the transferee at a cost equal to the amount at which it was deemed to have been disposed.

Disposition of Depreciable Property

- 18.2.4 The rules of sections 18.2.2 and 18.2.3 shall apply to depreciable property with such modifications as the circumstances require.

ARTICLE 19

REAL PROPERTY TAXATION

PART 19.1: DEFINITIONS

19.1.1 In this Article:

“real property taxation” means any tax, levy, charge or other assessment against lands imposed for local government services or improvements including for schools and water;

“personal property” means chattels real and personal, including all choses in action and choses in possession.

PART 19.2: GENERAL PROVISIONS

- 19.2.1 Subject to this Article, no federal, territorial, provincial or municipal charge, levy or tax of any kind whatsoever shall be assessable or payable on the value or assessed value of Nunavik Inuit Lands and, without limiting the generality of the foregoing, no capital, wealth, realty, school, water or business tax shall be assessable or payable on the value or assessed value of Nunavik Inuit Lands.
- 19.2.2 Subject to section 19.2.4, Nunavik Inuit Lands on which improvements have been made shall be subject to real property taxation under laws of general application. Notwithstanding, where an improvement has been constructed, and an area of land for that improvement has not been demised, the assessor may assign an area no greater than four times the total ground area of the improvements.
- 19.2.3 For the purpose of section 19.2.2, improvements do not include:
- (a) improvements which result from government or public activity;
 - (b) any non-commercial structure associated with wildlife harvesting, including cabins, camps, tent frames, traps, caches, and weirs; or
 - (c) any non-commercial structure associated with any other traditional activity.
- 19.2.4 Nunavik Inuit Lands shall not be subject to charge, pledge, mortgage, attachment, levy, seizure, distress or execution in respect of real property taxation for purposes of collection of tax arrears. The taxation authority may, however, execute upon all personal property of Makivik or the MDO by way of seizure and sale or attachment, for purposes of collection of their respective tax arrears.
- 19.2.5 No federal, territorial, provincial or municipal charge, levy or tax shall be payable in

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respect of the vesting in Makivik or a MDO of lands pursuant to Article 8.

- 19.2.6 Nothing in this Article, or in laws of general application, shall preclude a MDO and a municipal corporation from entering into a fee-for-services agreement to govern the supply of local government services to Nunavik Inuit Lands.

ARTICLE 20

ARCHAEOLOGY

PART 20.1: DEFINITIONS AND INTERPRETATION

20.1.1 In this section:

“archaeological investigation” means any archaeological research, survey, excavation, reconstruction, work or other activity within the NMR;

“archaeological site” means a site or work within the NMR of archaeological, ethnographical or historical importance, interest or significance or a place where an archaeological specimen is found, and includes explorers' cairns and burial sites;

“archaeological specimen” means an object or specimen found in an archaeological site of archaeological, ethnological or historical importance, interest or significance and includes explorers' documents, human remains or associated burial objects;

“areas administered by Parks Canada Agency” means National Parks, National Parks Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves, and National Historic Sites administered by Parks Canada Agency under the *Historic Sites and Monuments Act, the Canada National Parks Act and the Canada National Marine Conservation Areas Act, as appropriate*;

“Designated Agency” means the government agencies, and departments, or their successors, described in Schedule 20-1;

“long-term alienation” means

- (a) any sale or gift, or
- (b) loan or other transfer of possession or rights to an archaeological specimen,
 - (i) for an indefinite duration, or
 - (ii) for a period, including any extension by way of renewal, for three years or longer;

“Nunavik Inuit human remains and associated burial objects” means human remains of individuals of Nunavik Inuit ancestry and any objects associated with the burial of those individuals;

“private property” means moveable property to which a person can demonstrate ownership in law other than by discovery or through title to or interest in land;

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“public records” means records held by any department or agency or public office of any level of Government including records which were formerly held by any such department, agency or public office.

PART 20.2: GENERAL PRINCIPLES

- 20.2.1 The archaeological record of Nunavik Inuit in the NMR is a record of Nunavik Inuit use and occupancy of lands and resources through time. The evidence associated with Nunavik Inuit use and occupancy represents a cultural, historical and ethnographic heritage of Nunavik Inuit society and, as such, Government recognizes that Nunavik Inuit have a special relationship with such evidence which shall be expressed in terms of special rights and responsibilities.
- 20.2.2 The archaeological record of the NMR is of cultural, spiritual, religious and educational importance to Nunavik Inuit. Accordingly, the process of identification, protection and conservation of archaeological sites and specimens and the interpretation of the archaeological record is of primary importance to Nunavik Inuit and their involvement is both desirable and necessary.
- 20.2.3 Government responsibilities for the management and conservation of archaeological sites and specimens shall be balanced with Nunavik Inuit responsibilities for these same matters.
- 20.2.4 A MDO shall be invited to participate in any development of government policy and legislation on archaeology in the NMR.

PART 20.3: PERMITS

- 20.3.1 Upon receipt of any application for a permit authorizing an archaeological investigation in the NMR, the Designated Agency shall, except in cases of emergency, forward a copy of the application forthwith to the MDO.
- 20.3.2 Upon receipt of the copy, the MDO shall have a reasonable number of calendar days, as determined by the Designated Agency in consultation with the MDO, to object in writing to the application.
- 20.3.3 If the Designated Agency is in receipt of such written objections within the specified number of calendar days, it shall:
- (a) withhold the issuance of any permit;
 - (b) investigate the objections and prepare a report thereon; and
 - (c) provide the MDO with a copy of the report referred to in paragraph 20.3.3 (b).

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- 20.3.4 Where the objections referred to in section 20.3.3 are reasonably founded on:
- (a) inadequate efforts to secure Nunavik Inuit participation and benefits or inadequate performance of commitments to provide such participation and benefits under permits issued at an earlier date, or
 - (b) disturbance of a site of Nunavik Inuit religious or spiritual significance as such significance is defined by the MDO in consultation with the Designated Agency,
- the Designated Agency shall reject the application for the permit.
- 20.3.5 The Designated Agency shall upon reasonable request by the MDO, attach as a condition to the grant of a permit, a requirement that upon completion of each season's field work, the permit holder shall, to the extent practicable:
- (a) attend at a location identified by the MDO, in the community closest to the site, to explain and discuss the work carried out; and
 - (b) provide an opportunity for residents of the community to examine any specimen removed from the site.
- 20.3.6 Notwithstanding section 20.3.4, where the application before the Designated Agency is associated with a proposed land use requiring a land use permit, the Designated Agency may, instead of rejecting the application, issue a permit with terms and conditions that adequately deal with the reasonably founded objections.
- 20.3.7 Every permit holder shall submit a report as required by the Designated Agency with a copy to the MDO. Upon reasonable request, the Designated Agency shall provide the MDO with an Inuktitut summary of the report.
- 20.3.8 The Designated Agency shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about archaeology in the NMR.
- 20.3.9 Except where a permit specifically requires a permit holder to leave archaeological specimens *in situ* for purposes of scientific, historic or cultural reasons, all archaeological specimens collected by a permit holder shall be submitted to the Designated Agency or the MDO at a place and time specified on the permit.
- 20.3.10 Where an application is made for a land use permit in the NMR and there are reasonable grounds to believe there could be important archaeological sites on lands affected, no land use permit shall be issued without the written consent of the Designated Agency. Such consent shall not be unreasonably withheld.

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- 20.3.11 Each land use permit referred to in section 20.3.10 shall specify the plans and methods of archaeological site protection and restoration to be followed by the permit holder, and any other conditions the Designated Agency may deem fit.

PART 20.4: TITLE IN ARCHAEOLOGICAL SPECIMENS

- 20.4.1 In this part, “Archaeological Specimens” does not include human remains.
- 20.4.2 Government and the MDO shall jointly own all archaeological specimens found within the NMR following the effective date of this Agreement and that are not:
- (a) public records;
 - (b) the private property of any person; or
 - (c) within areas administered by Parks Canada Agency.
- 20.4.3 Archaeological specimens found within areas of the NMR administered by Parks Canada Agency shall be managed in accordance with the provisions of this Agreement.
- 20.4.4 Any disturbance or disposition of archaeological specimens shall be managed in accordance with this Article.
- 20.4.5 The Designated Agency and the MDO must jointly consent, in writing, prior to any long-term alienation of any archaeological specimens found in the NMR.
- 20.4.6 Where the Designated Agency and the MDO cannot reach an agreement on a proposal for a long-term alienation, as outlined in section 20.4.5, the matter shall be referred for resolution by arbitration under Article 24 by the Designated Agency or the MDO. In arriving at a decision, the arbitrators shall take into account the overall intent of this Agreement, the provisions of this Article, and any other relevant consideration.
- 20.4.7 Subject to section 20.4.5, the MDO shall determine the disposition of all archaeological specimens found on Nunavik Inuit Lands.
- 20.4.8 Subject to section 20.4.5, the Designated Agency shall determine the disposition of all archaeological specimens found in the NMR other than on Nunavik Inuit Lands subject to the rights of the MDO to acquire possession as set out in this Article.
- 20.4.9 Public records wherever they are found shall be owned and managed by the Government by which they were created or held.

PART 20.5: USE OF ARCHAEOLOGICAL SPECIMENS

- 20.5.1 The MDO may request possession of any archaeological specimen found within the NMR or from any federal or territorial government agency, including the Canadian Museum of Civilization, and any territorial archaeological agency. Such requests shall not be refused by the agency unless:
- (a) the MDO is unable to maintain the archaeological specimen without risk;
 - (b) the MDO is unable to provide access to the archaeological specimen commensurate with scientific or public interests;
 - (c) the agency is unable to give up possession because of some term or condition of its original acquisition from a non-government source;
 - (d) the Canadian Museum of Civilization, the Library and Archives Canada, Parks Canada Agency or a territorial government agency currently requires the archaeological specimen,
 - (i) for its own active display or research, or
 - (ii) on account of the unique characteristics of the archaeological specimen;
 - (e) the condition of the archaeological specimen prohibits its movement; or
 - (f) the archaeological specimen has previously been made available to, and is in the possession of, a party other than a federal or territorial government agency.
- 20.5.2 Where the agency referred to in section 20.5.1 complies with a request by the MDO, the Designated Agency may attach any terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of possession.
- 20.5.3 If the MDO requests a loan under section 20.5.1. but the material is subject to an existing, legally binding loan commitment, the MDO shall have priority over others to obtain possession of the material once that commitment has been fulfilled.
- 20.5.4 A Designated Agency may request possession of any archaeological specimen in the possession of the MDO and the MDO may grant possession on a basis to be negotiated between the Designated Agency and the MDO.

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PART 20.6: NUNAVIK INUIT HUMAN REMAINS AND ASSOCIATED BURIAL OBJECTS AND BURIAL SITES

20.6.1 *Repatriation*

- 20.6.1.1 At the request of the MDO, Government shall use reasonable efforts to facilitate the MDO's access to Nunavik Inuit human remains and associated burial objects that are held in public and private collections other than by Government.

20.6.2 *Protection and Rules of Access*

Notwithstanding the other provisions of this Article:

- 20.6.2.1 Immediately upon discovering a burial site in the NMR a person shall notify the MDO and Government.
- 20.6.2.2 Subject to subsection 20.6.2.4, if determined by the MDO and Government that the burial site on Nunavik Inuit Lands contains Nunavik Inuit human remains or associated burial objects the burial site shall not be surveyed or disturbed without the written consent of the MDO and subject to conditions established by the MDO.
- 20.6.2.3 Any person having received permission in subsection 20.6.2.2 to survey or disturb a Nunavik Inuit burial site shall take appropriate measures to respect the dignity of the site and of any human remains and associated burial objects therein.
- 20.6.2.4 A Nunavik Inuit burial site on Nunavik Inuit Lands may be disturbed by police, where authorized by legislation, without the consent of the MDO, if such disturbance is required in relation to a police investigation.
- 20.6.2.5 With respect to section 20.3.10, if there are reasonable grounds to believe that the archaeological site on Nunavik Inuit Lands contains Nunavik Inuit human remains and associated burial objects, the Designated Agency shall first consult and receive the consent of the MDO pursuant to subsection 20.6.2.2 prior to issuing a land use permit.
- 20.6.2.6 If the MDO and Government determine that Nunavik Inuit human remains or associated burial objects must be removed from a Nunavik Inuit burial site, the MDO shall determine the reburial or other disposition of the Nunavik Inuit human remains or associated burial objects. If the MDO wishes to bury or otherwise dispose of the Nunavik Inuit human remains in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, Canada and the MDO must jointly agree.

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PART 20.7: EMPLOYMENT AND CONTRACTING

- 20.7.1 Where any agency of the Government intends to contract for carrying out of archaeological work in the NMR, the agency shall:
- (a) give preferential treatment to qualified Nunavik Inuit contractors where the agency proposes to tender such contract; and
 - (b) ensure that all contractors give preferential treatment to qualified Nunavik Inuit.
- 20.7.2 Any archaeological programs in the NMR that are administered by Government shall also conform with Article 13.

SCHEDULE 20-1

DESIGNATED AGENCIES

PART 1: GOVERNMENT OF CANADA

Canadian Museum of Civilization
Library and Archives Canada
Department of Indian Affairs and Northern Development
Department of Canadian Heritage
Parks Canada Agency
Social Sciences and Humanities Research Council of Canada
Department of Fisheries and Oceans

PART 2: GOVERNMENT OF NUNAVUT

Department of Culture, Language, Elders and Youth

ARTICLE 21

ETHNOGRAPHIC RESOURCES AND ARCHIVAL RECORDS

PART 21.1: DEFINITIONS AND INTERPRETATION

21.1.1 In this section:

“archival records” means records of historical value that are created and/or held or both by the Government. It includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof;

“ethnographic agency” means an organization within Government mandated to conduct ethnographic research and/or preserve ethnographic resources and archival records;

“ethnographic resource” means any object that was made, used or modified by people, including for greater certainty any photograph, recording or cultural account made, collected or documented for the interpretation and study of human culture.

21.1.2 Nothing in this Article shall be interpreted so as to conflict with Article 20.

PART 21.2: USE OF ETHNOGRAPHIC RESOURCES

21.2.1 Where the MDO requests the loan of any ethnographic resource originating in or relating to the NMR and in the possession of any federal or territorial government ethnographic agency, including the Canadian Museum of Civilization and Parks Canada Agency, or territorial government agency, such request shall not be refused unless:

- (a) the MDO is unable to maintain the ethnographic resource without risk of damage or destruction, including provision for climate control and security;
- (b) the MDO is unable to provide access to the ethnographic resource commensurate with scientific or public interest;
- (c) the agency is unable to lend the ethnographic resource because of a term or condition of its original acquisition from a non-governmental source;
- (d) the Canadian Museum of Civilization, Parks Canada Agency, or a territorial government agency requires the ethnographic resource,
 - (i) for its own active display or research, or
 - (ii) on account of the unique characteristics of the ethnographic resource;

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- (e) the condition of the ethnographic resource prohibits its movement; or
 - (f) the ethnographic resource has previously been lent to, and is in the possession of, a party other than the federal or territorial government agency.
- 21.2.2 Where the agency referred to in section 21.2.1 complies with a request by the MDO, the agency may attach any terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of the loan.
- 21.2.3 If the MDO requests a loan under section 21.2.1 but the material is subject to an existing, legally binding loan commitment, the MDO shall have priority over others to obtain possession of the material once that commitment has been fulfilled.
- 21.2.4 Where the ethnographic agency is party to an agreement which governs the use and disposition of ethnographic resources deposited with the agency, that agreement will be respected.

PART 21.3: USE OF ARCHIVAL RECORDS

- 21.3.1 Where the MDO requests the loan of original archival records relating to the NMR for display or exhibit, or copies of such archival records for research or study purposes, from the Library and Archives Canada or any territorial government archival agency, such request shall be treated on at least as favourable a basis as similar requests from any other institutions. Unless otherwise agreed, such requests shall comply with laws of general application, policies and procedures.

PART 21.4: PLACE NAMES

- 21.4.1 The Nunavik Inuit have traditionally referred to various locations, geographic features and landmarks in the NMR by their traditional Nunavik Inuit place names. The official names of such places shall be reviewed by the MDO and may be changed to traditional Nunavik Inuit place names in accordance with the process described in section 21.4.2.
- 21.4.2 The process for review of place names within the NMR shall be, pursuant to the Government of Nunavut's geographical names policy dated November 2004, subject to the requirement that the MDO be consulted on any place name decisions in the NMR.

ARTICLE 22

MAKIVIK DESIGNATED ORGANIZATIONS (MDOs)

- 22.1 Nunavik Inuit shall maintain Makivik and ensure it operates with accountability to, and democratic control by, Nunavik Inuit.
- 22.2 Makivik may, on such terms and conditions as it deems appropriate, designate a MDO as responsible for any power, function, duty or authority of a MDO under this Agreement where that MDO has the capability to undertake that power, function or authority.
- 22.3 Makivik may revoke a designation under section 22.2 at any time.
- 22.4 Makivik shall provide written notice to Government as soon as reasonably possible of any designation under section 22.2 and any revocation under section 22.3.
- 22.5 Makivik shall be responsible for a power, function, duty or authority of a MDO under this Agreement if a designation in respect of that power, function, duty or authority either has not been made under section 22.2 or has been revoked under section 22.3.
- 22.6 Makivik shall establish and keep up to date at its head office a public record of all MDOs designated under section 22.2 which record shall specify the powers, functions, duties or authorities under this Agreement for which each one has been designated.
- 22.7 Every MDO designated under section 22.2 shall be constituted and operate with accountability to, and democratic control by, Nunavik Inuit.
- 22.8 Makivik and every MDO designated under section 22.2 shall be subject to laws of general application except as otherwise provided for in this Agreement.
- 22.9 In addition to any power, function, duty or authority for which a MDO is designated under section 22.2, the MDO may exercise any other powers, functions, duties or authorities granted to it by some other means.
- 22.10 Government is not liable to Nunavik Inuit for any damage or loss suffered by Nunavik Inuit as a consequence of any act or omission of or by Makivik or a MDO in exercising or failing to exercise a power, function, duty or authority acquired under this Agreement.
- 22.11 Without limiting the rights of a Nunavik Inuk in relation to Makivik or a MDO, every power, function, duty or authority exercised by Makivik or a MDO under this Agreement shall be deemed to be exercised on behalf of and for the benefit of Nunavik Inuit.

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- 22.12 Nunavik Inuit shall not be liable as principal of Makivik or a MDO in respect of any power, function, duty or authority exercised by it under this Agreement solely because that power, function, duty or authority is deemed to be exercised on behalf of and for the benefit of Nunavik Inuit.

ARTICLE 23

IMPLEMENTATION

PART 23.1: PRINCIPLES

- 23.1.1 The following principles shall guide the implementation of this Agreement and shall be reflected in the Implementation Plan:
- (a) there shall be an ongoing process for Nunavik Inuit and Government to plan for and monitor the implementation of this Agreement which shall mirror the spirit and intent of this Agreement and its various terms and conditions;
 - (b) implementation shall reflect the objective of this Agreement of encouraging self-reliance and the cultural and social well-being of Nunavik Inuit;
 - (c) to promote timely and effective implementation of this Agreement, Nunavik Inuit and Government shall:
 - (i) identify, for multi-year planning periods, the implementation activities, responsibilities and the level of government implementation funding which will be provided during any planning period; and
 - (ii) allow flexibility through the establishment of an Implementation Committee.
 - (d) reflecting the level of independence and the authorities of the institutions of public government identified in Articles 5, 6 and 7, the funding arrangements shall:
 - (i) provide those institutions with sufficient resources to plan for and carry out the duties and responsibilities assigned to them in this Agreement in a professional manner with appropriate public involvement;
 - (ii) provide those institutions with a degree of flexibility to allocate, re-allocate and manage funds within their budgets, no less than that generally accorded to comparable agencies of Government;
 - (iii) require those institutions to follow normally accepted management and accounting practices; and
 - (iv) ensure the accountability of those institutions for expenditure of their resources in fulfilling their obligations under this Agreement.

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PART 23.2: IMPLEMENTATION PLAN

- 23.2.1 Makivik and the Government of Canada and Government of Nunavut (“the parties to the Implementation Plan”) shall prepare a detailed Implementation Plan prior to this Agreement which shall be appended to but not form part of this Agreement. The plan is not intended to be a land claims agreement within the meaning of s. 35 of the *Constitution Act, 1982*. For greater certainty, in the event of conflict or inconsistency between this Agreement and the Implementation Plan, this Agreement shall prevail.
- 23.2.2 The Implementation Plan shall be a legally binding contract except as otherwise agreed by the parties to the Implementation Plan. A provision of the Implementation Plan providing for the payment of funds as a result of an obligation created in this Agreement shall be included in such contract, provided the parties have agreed that payment of such funds constitutes the fulfilment of that obligation. Where the parties fail to so agree, the treaty obligation shall prevail.
- 23.2.3 The Implementation Plan shall:
- (a) identify the ongoing and time-limited obligations, specific activities, and projects required to implement this Agreement;
 - (b) identify how and by whom the activities will be carried out and identify the associated time-frames and how the obligations will be discharged;
 - (c) identify the funding levels and specific funding arrangements for implementing this Agreement for an initial ten-year planning period following ratification of this Agreement;
 - (d) identify, at times deemed appropriate by the parties to the Implementation Plan, the implementation activities and funding levels for implementing this Agreement for successive multi-year planning periods subsequent to the initial ten-year planning period;
 - (e) identify a communication and information strategy to inform Nunavik Inuit and interested third parties of the content and implementation of this Agreement;
 - (f) provide for a process for monitoring the implementation of this Agreement by requiring the establishment of an Implementation Committee to oversee, monitor and report on implementation of this Agreement;
 - (g) provide for a process for the review and amendment of the Implementation Plan; and
 - (h) address other matters as agreed to by the parties to the Implementation Plan.

Nunavik Inuit Land Claims Agreement

PART 23.3: THE IMPLEMENTATION COMMITTEE

- 23.3.1 As soon as practicable, but no later than three (3) months after the effective date of this Agreement, an Implementation Committee shall be established.
- 23.3.2 The Implementation Committee shall be composed of three (3) senior officials: one (1) representing the Government of Canada designated by the Minister; one representing the Government of Nunavut; and one (1) representing Makivik.
- 23.3.3 The Implementation Committee shall:
- (a) oversee and provide direction to guide the implementation of this Agreement;
 - (b) monitor the Implementation Plan;
 - (c) when it deems necessary, revise the schedule of activities, reallocate resources and amend the Implementation Plan;
 - (d) attempt to resolve implementation disputes arising among the parties to the Implementation Plan. Unresolved implementation disputes shall be resolved pursuant to Article 24;
 - (e) provide the Minister of Indian Affairs and Northern Development, the Leader of the Government of Nunavut and Makivik with a report on the implementation of this Agreement, every two (2) years, which shall be made public. The cost of the report shall be borne by the Government of Canada; and
 - (f) make recommendations for the implementation of this Agreement, including the role of the Implementation Committee, to the parties to the Implementation Plan for future planning periods following the initial ten-year period.
- 23.3.4 All decisions of the Implementation Committee shall be by unanimous agreement of all members.

PART 23.4: NUNAVIK INUIT IMPLEMENTATION FUNDING

- 23.4.1 The Government of Canada shall make implementation funding payments, including funding for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada and for the resolution of Nunavik Inuit Claims in the Labrador Inuit Settlement Area of the Overlap Area and offshore Labrador, to Makivik and the Nunavik Inuit Trust in accordance with Schedule A to this Article.
- 23.4.2 Any payments made pursuant to section 23.4.1 are not intended by the parties to fulfill or discharge the ongoing funding responsibilities of the Government of Canada for the implementation of this Agreement.

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- 23.4.3 Unless otherwise specified in this Agreement, Canada shall not be responsible for the costs of Makivik or the Nunavik Inuit Trust to implement this Agreement.
- 23.4.4 Makivik shall use the funds referred to in section 23.4.1 to implement this Agreement and to carry out the objects of Makivik as set out in the *Act respecting the Makivik Corporation, R.S.Q., chapter S-18.1*.

SCHEDULE A

PROVISIONAL PAYMENTS SCHEDULE - Re: 23.4.1

<u>Date</u>	<u>Payments to NIT</u>	<u>Payments to Makivik</u>
On the effective date of this Agreement	\$1,324,933	\$12,779,776*
On the first anniversary of effective date of this Agreement	\$1,324,933	\$6,624,667
On the second anniversary of effective date of this Agreement	\$1,324,933	\$6,624,667
On the third anniversary of effective date of this Agreement	\$1,324,933	\$6,624,667

*Payment includes \$1 million for Parks Impact and Benefit Agreement and a \$5 million implementation payment adjusted from 3rd quarter 2002 to 3rd quarter 2004.

Notes to Finalize Schedule A

1. The purpose of this note is to enable the parties to calculate the amounts to be shown in the provisional schedule of payments and the amounts for the final schedule of payments.
2. A provisional schedule of payments will be negotiated prior to the signing of this Agreement such that:
 - (a) the provisional schedule will provide for a first payment on the effective date of this Agreement and subsequent payments on each anniversary date;
 - (b) the present value of the amounts listed in the provisional schedule of payments to NIT will equal \$5 million and payments to Makivik will equal \$31,155,109; and
 - (c) the present value referred to in (b) will be calculated using as a discount rate, 4.025%, which is the most recently released 3 year amortized consolidated revenue fund lending rate that the Minister of Finance for Canada has approved prior to the calculation of the provisional schedule of payments, less 0.125 percent.

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3. A final schedule of payments will be calculated prior to the effective date of this Agreement by multiplying each amount in the provisional schedule of payments by the value of the FDDIPI for the latest quarter available prior to that date for which FDDIPI has been published by Statistics Canada, and by dividing the resulting product by the value of FDDIPI for the 3rd quarter of 2004.

ARTICLE 24

DISPUTE RESOLUTION PROCESS

- 24.1 The following matters shall be arbitrated pursuant to this Article:
- (a) matters specifically designated in other articles of this Agreement for resolution by arbitration under this Article; and
 - (b) where Makivik and Government agree to be bound by an arbitration decision, any other matters arising from this Agreement including, without limiting the generality of the foregoing, any matter concerning the interpretation, application or implementation of this Agreement.
- 24.2 No arbitration decision made pursuant to this Article may alter, amend, delete or substitute any provision of this Agreement in any manner.
- 24.3 An arbitration shall be initiated by a party to a dispute serving written notice to the other party to the dispute, which notice shall set out the nature of the dispute, a summary of the facts, describe the issue to be arbitrated, name an arbitrator and describe the relief sought.
- 24.4 Within 30 days of receipt of a notice referred to in section 24.3, the other party to the dispute shall reply to the notice, naming its arbitrator and describing any relief sought.
- 24.5 The two arbitrators named under sections 24.3 and 24.4 shall agree upon a third arbitrator. Failing such agreement, the third arbitrator shall be appointed by a judge pursuant to the *Arbitration Act*, R.S.N.W.T. 1988, c. A-5 as duplicated for Nunavut by s.29 of the *Nunavut Act*, S.C. 1993, c.28, and in such case the judge may appoint any person as the judge thinks fit.
- 24.6 The arbitrators may, on application, allow any person to participate, on such terms as the arbitrators in their discretion may order, in an arbitration as an intervener, if in their opinion the interest of that person may be affected by the arbitration.
- 24.7 The arbitrators shall have jurisdiction, after hearing the parties to the arbitration, to determine all questions of fact and procedure, including the method of giving evidence, and to make an award, including interim relief, payment of interest, and costs; but no costs shall be awarded against Makivik in any arbitration within paragraph 24.1 (b) where the arbitrators uphold the position of Makivik.
- 24.8 It is intended that the process of arbitration established by this Article will resolve disputes submitted to it in an informal and expeditious manner.

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- 24.9 The arbitrators shall proceed to arbitrate a dispute within 45 days of the agreement on, or the appointment of, the third arbitrator or within such longer period as the parties to the arbitration may agree.
- 24.10 If the arbitrators make no decision as to costs, each party to an arbitration shall bear its own costs and its proportionate share of the other costs of the arbitration, including the remuneration and expenses of the arbitrators.
- 24.11 In the absence of a majority decision, the decision of the third arbitrator referred to in section 24.5 shall prevail.
- 24.12 The decision of the arbitrators shall be final and binding on the parties to the arbitration and shall not be subject to appeal or review in any court except that the decision may be reviewed by the Nunavut Court of Justice on the grounds that the arbitrators erred in law or exceeded or refused to exercise their jurisdiction.
- 24.13 The *Arbitration Act*, R.S.N.W.T. 1988, c. A-5 as duplicated for Nunavut by s.29 of the *Nunavut Act*, S.C. 1993, c.28 shall apply to any arbitration to the extent that it is not inconsistent with this Article.
- 24.14 Makivik and Government shall maintain a public record of arbitration decisions.
- 24.15 Where a party to an arbitration has failed to comply with any of the terms of an arbitration decision, any party to the arbitration may file in the office of the Registrar of the Nunavut Court of Justice, a copy of the decision, exclusive of the reasons therefore, in the prescribed form, whereupon the decision shall be entered in the same way as a judgement or order of that court and is enforceable as such.
- 24.16 A party to an arbitration may request from the Nunavut Court of Justice, either before or during arbitral proceedings, an interim measure of protection and the Court may grant such a measure.
- 24.17 Unless otherwise specified in an arbitration decision, the effective date of this Agreement of the decision is the date on which it is released in writing. The decision shall be released with reasons.
- 24.18 Except in respect of disputes arbitrated under these provisions, nothing in these provisions affects the jurisdiction of any court.

ARTICLE 25

RATIFICATION PROCEDURE

- 25.1 This Agreement shall be submitted for ratification by the parties as set out in this Article only after it has been initialled by Chief negotiators for Makivik and Government.
- 25.2 This Agreement shall be ratified by the Nunavik Inuit prior to ratification by Government.
- 25.3 Nunavik Inuit shall be considered to have ratified this Agreement when:
- (a) a majority of all eligible Nunavik Inuit voters by way of the Nunavik Inuit ratification vote approve this Agreement and authorize duly appointed officers of Makivik to sign this Agreement; and
 - (b) the duly appointed and authorized officers of Makivik sign this Agreement.
- 25.4 Her Majesty the Queen in Right of Canada shall be considered to have ratified this Agreement when:
- (a) this Agreement is signed by a Minister of the Crown; and
 - (b) a statute ratifying this Agreement is enacted by Parliament and comes into force.
- 25.5 Upon initialling of the this Agreement, a Ratification Committee shall be established with responsibility to conduct the Nunavik Inuit ratification vote.
- 25.6 The Ratification Committee shall consist of three (3) individuals named by Makivik, one (1) individual named by the Minister of IAND and one (1) individual named by the Premier of Nunavut.
- 25.7 The Ratification Committee shall prepare a budget, subject to review and approval by the Department of Indian Affairs and Northern Development, for its operation and the Nunavik Inuit ratification vote, including for greater certainty funding for the Voters List Committee. The approved budget shall be a charge on the Government of Canada.
- 25.8 There shall be created an Official Voters List that shall include the names of all eligible Nunavik Inuit voters. Eligible Nunavik Inuit voters are all living Nunavik Inuit who are eighteen (18) years of age or older on the last day of the ratification vote.
- 25.9 Makivik, as soon as reasonably possible after the establishment of the Ratification Committee, shall provide the Ratification Committee with a list of the names of all Nunavik Inuit. The list shall also include the birth dates of all Nunavik Inuit.

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- 25.10 Within ninety (90) days of receiving the list referred to in section 25.9, the Ratification Committee shall make available a preliminary voters list for public review by posting a preliminary voters list in the Communities identified in Schedule 25-1 and by such other means as the Ratification Committee deems appropriate. The preliminary voters list shall be based on the list referred to in section 25.9, less those individuals under eighteen (18) years of age on the last day of the Nunavik Inuit ratification vote.
- 25.11 Within thirty (30) days from the posting of the preliminary voters list, an individual eligible to be on the voters list may make application to have an individual's name added to or removed from the voters list.
- 25.12 Upon initialling of this Agreement there shall be established a Voters List Committee consisting of three (3) members appointed by Makivik and one (1) non-voting member appointed by the Department of Indian Affairs and Northern Development, which shall review applications referred to in section 25.11.
- 25.13 Decisions of the Voters List Committee in respect of an application shall be by majority of voting members and shall be final. The Voters List Committee shall notify the applicant, any person whose eligibility has been challenged and the Ratification Committee, of its decision.
- 25.14 Within seven (7) days after the Voters List Committee has rendered a decision on all applications, the Ratification Committee shall forward to the Government of Canada and Makivik the amended preliminary voters list. Upon receipt of approval of this list from the Department of Indian Affairs and Northern Development and Makivik, the Ratification Committee shall publish this list as the Official Voters List including posting in the communities identified in Schedule 25-1 and in such other places as the Ratification Committee deems appropriate.
- 25.15 The Ratification Committee shall take all reasonable steps necessary to ensure that eligible Nunavik Inuit voters have a reasonable opportunity to review the substance and details of this Agreement. Particular attention shall be given to the need for community meetings and to the production and distribution of materials in Inuktitut throughout various media.
- 25.16 The Nunavik Inuit ratification vote shall be held no earlier than seven (7) days after the publication of the Official Voters List on such day or days as may be agreed to by the Ratification Committee.
- 25.17 The Nunavik Inuit ratification vote shall occur on the same day or days for all eligible voters except for advance polls or where the Ratification Committee determines circumstances require an alternate day or days.
- 25.18 The vote shall be by secret ballot and may include, according to procedures determined by the Ratification Committee, proxy ballots.

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- 25.19 Voting ballots shall be in Inuktitut and Canada's official languages.
- 25.20 The Ratification Committee shall be responsible for the conduct of the vote and tabulation of all ballots and publication of the results of the vote. The Committee shall retain all ballots and document all events and decisions related to the ratification vote, and shall make such documentation available to Government and Makivik upon request and within six (6) months shall transfer all such documentation to Library and Archives Canada. The documentation shall not be disposed of, in whole or in part, without prior written approval of Makivik and Government. Makivik and Government shall be entitled to have access to and make copies of any and all such documents.
- 25.21 Following signing of this Agreement by the parties pursuant to paragraphs 25.3 (b) and 25.4 (a), and upon consultation with Makivik, the Government of Canada shall present this Agreement to Parliament, and propose the enactment of the ratification statute. The proposed statute shall:
- (a) contain a clear statement that this Agreement is ratified, approved, given effect and declared valid;
 - (b) stipulate that this Agreement is binding on third parties;
 - (c) state that where there is an inconsistency or conflict between the ratification statute and this Agreement, this Agreement prevails;
 - (d) authorize the payment out the Consolidated Revenue Fund of such sums as may be required to meet the monetary obligations of Her Majesty under Articles 5, 15, 16 and 23;
 - (e) comply with s. 53 and s. 54 of the *Constitution Act, 1867*;
 - (f) include two (2) recitals in the preamble stating that:
 - (i) Her Majesty The Queen in Right of Canada and the Nunavik Inuit, through their duly mandated representatives, have entered into an Agreement; and
 - (ii) this Agreement contemplates ratification by Her Majesty by an Act of Parliament; and
 - (g) make the statute binding on the Crown.

SCHEDULE 25-1

NUNAVIK INUIT COMMUNITIES

- | | |
|--------------------|----------------|
| - Akulivik | - Kuujjuaq |
| - Aupaluk | - Kuujjuarapik |
| - Chisasibi | - Puvirnituq |
| - Inukjuak | - Quaqaq |
| - Ivujivik | - Salluit |
| - Kangiqsualujjuaq | - Tasiujaq |
| - Kangiqsujuaq | - Umiujaq |
| - Kangirsuk | |

ARTICLE 26

OTHER ABORIGINAL PEOPLES

- 26.1 Nothing in this Agreement, other than Articles 27, 28, and 29, or in any legislation ratifying or implementing the terms of this Agreement, shall be construed to recognize or provide any rights under s. 35 of the *Constitution Act, 1982* for any aboriginal peoples other than Nunavik Inuit;
- 26.2 Nothing in this Agreement, or in any legislation ratifying or implementing its terms shall be construed to;
- (a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights under the *Constitution Act, 1982* for any aboriginal peoples other than Nunavik Inuit; or
 - (b) abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights under the *Constitution Act, 1982* for any aboriginal peoples other than Nunavik Inuit.

ARTICLE 27

**RECIPROCAL ARRANGEMENTS BETWEEN NUNAVIK INUIT
AND INUIT OF NUNAVUT**

PART 27.1: GENERAL PROVISIONS

- 27.1.1 The object of this Article is to provide rights reciprocal to Article 40 under the Nunavut Land Claims Agreement as follows:
- (a) to provide for the continuation of harvesting by each Group in areas traditionally used and occupied by it, regardless of land claims agreement boundaries;
 - (b) to identify areas of equal use and occupancy between the Two Groups and with respect to such areas, to provide for:
 - (i) joint ownership of lands by the Two Groups;
 - (ii) sharing of wildlife and certain other benefits by the Two Groups;
 - (iii) participation by the Two Groups in regimes for wildlife management, land use planning, impact assessment and water management in such areas; and
 - (c) to promote cooperation and good relations between the Two Groups and among the Two Groups and Government.

PART 27.2: DEFINITIONS AND INTERPRETATIONS

- 27.2.1 In this Article:

“areas of equal use and occupancy” means those areas described in Schedule 40-1 of the *Nunavut Land Claims Agreement*, reproduced in Schedule 27-1 of this Agreement, and depicted for information purposes only on the map appended thereto.

“basic needs level” means, in the case of Nunavik Inuit, the level of harvesting by Nunavik Inuit in the Nunavut Settlement Area determined under sections 40.2.4 and 40.2.5 and Article 5 of the *Nunavut Land Claims Agreement*, and, in the case of the Inuit of Nunavut, the level of harvesting by the Inuit of Nunavut in the NMR determined under sections 27.3.2 and 27.3.3 and Article 5 of this Agreement.

“DIO” means Nunavut Tunngavik Incorporated, or an Organization that has been designated under Article 39.1.3 of the *Nunavut Land Claims Agreement* as responsible for a function under Part 2 of Article 40 of that Agreement to which a reference to a DIO in this Article relates;

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“Group” means the Inuit of Nunavut or Nunavik Inuit, and **“the Two Groups”** means both;

“HTO” means Hunters and Trappers Organization as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“Inuit of Nunavut” means Inuit as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“Inuit Lands” means Inuit Owned Lands as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“marine areas” means Canada’s internal waters or territorial sea, whether open or ice-covered, but does not include inland waters in Québec. For greater certainty, the reference to internal waters or territorial sea includes the seabed and subsoil below those internal waters or territorial sea;

“NWB” means the Nunavut Water Board, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“NWMB” means the Nunavut Wildlife Management Board, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“Nunavut Tunngavik Incorporated” means the Tungavik, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“Organization” means an Organization, defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“resources” includes lands, minerals, wildlife, waters and the environment generally;

“RWO” means Regional Wildlife Organization, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“total allowable harvest” means total allowable harvest as defined in section 5.1.1 of the *Nunavut Land Claims Agreement*;

“total allowable take” means total allowable take as defined in section 5.1.1 of this Agreement;

“wildlife” has the same meaning as in Article 1 of this Agreement but does not include reindeer.

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27.2.2 The Schedules referred to in this Article form an integral part of it.

PART 27.3: WILDLIFE HARVESTING

- 27.3.1 Subject to sections 27.3.3 and 27.3.4, Nunavik Inuit have the same rights respecting the harvesting of wildlife in the marine areas and islands of the Nunavut Settlement Area traditionally used and occupied by them as the Inuit of Nunavut under Article 5 of the *Nunavut Land Claims Agreement* except Nunavik Inuit do not have the rights under Parts 2, 4 and 5, sections 5.6.18 and 5.6.39, Part 8 and sections 5.9.2 and 5.9.3 of that Agreement.
- 27.3.2 Subject to sections 27.3.3 and 27.3.5, the Inuit of Nunavut have the same rights respecting the harvesting of wildlife in the marine areas and islands of the NMR traditionally used and occupied by them as Nunavik Inuit under Article 5 of this Agreement, except the Inuit of Nunavut do not have the rights under Part 5.2 of Article 5, paragraphs 5.3.13.1 (d) and (e), and sections 5.3.15, 5.8.2 and 5.8.3 of that Article.
- 27.3.3 The basic needs level for Nunavik Inuit and the basic needs level for the Inuit of Nunavut shall be determined on the basis of available information. Where the basic needs levels of the Two Groups exceeds the total allowable harvest or the total allowable take, the total allowable harvest or the total allowable take shall be allocated between the Two Groups so as to reflect the ratio of their basic needs levels.
- 27.3.4 Makivik shall exercise the power of an HTO or RWO on behalf of Nunavik Inuit.
- 27.3.5 A DIO shall exercise the power of a LNUK or RNUK on behalf of the Inuit of Nunavut.

PART 27.4: AREAS OF EQUAL USE AND OCCUPANCY: LAND OWNERSHIP

- 27.4.1 Those lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement*, within the areas illustrated on Schedule 27-2 of this Agreement, were vested in the form indicated on the Maps referred to in Schedule 40-2, in the DIO on behalf of and for the benefit of the Inuit of Nunavut and in Makivik on behalf of and for the benefit of Nunavik Inuit, as joint tenants and not as tenants in common.
- 27.4.2 All provisions of the *Nunavut Land Claims Agreement* applying to Inuit Owned Lands except Part 3 of Article 19 of that Agreement, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in section 27.4.1. Any power of a DIO under the *Nunavut Land Claims Agreement* in respect of Inuit Owned Lands in the area of equal use and occupancy shall be exercised and enjoyed jointly by the DIO and Makivik in respect of those jointly owned lands.
- 27.4.3 All provisions of this Agreement applying to Nunavik Inuit Lands except provisions providing for vesting of Nunavik Inuit Lands but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred

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to in section 27.4.1. Any power of a MDO under this Agreement in respect of Nunavik Inuit Lands in the area of equal use and occupancy shall be exercised and enjoyed jointly by the MDO and Nunavut Tunngavik Incorporated, or a DIO designated by it, in respect of those jointly owned lands.

27.4.4 With respect to the lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 27-2 of this Agreement and notwithstanding any other rule or process provided by statute, at law or in equity, neither Group shall:

- (a) create or dispose of a legal or equitable interest to or in the lands;
- (b) seek or submit to sever or partition the lands;
- (c) establish or operate facilities associated with the sports or commercial use of wildlife or facilities associated with the observation, study or enjoyment of natural or cultural features of the lands; or
- (d) make use of the lands so as to cause physical alteration or in any way diminish their value;

without the prior written agreement of the other Group and any act or instrument purporting to do so shall be null, void and of no effect.

27.4.5 No act or inaction by either of the Two Groups in relation to section 27.4.4 shall impose any liability on Government.

PART 27.5: AREAS OF EQUAL USE AND OCCUPANCY: OTHER BENEFITS

27.5.1 Notwithstanding section 27.3.1 and subject to section 27.5.4 in the areas of equal use and occupancy, the rights of the Inuit of Nunavut pursuant to section 5.6.39 and Part 8 of Article 5 and to Articles 8, 9, 26, 33, 34 of the *Nunavut Land Claims Agreement* shall apply equally to Nunavik Inuit and the functions of a DIO pursuant to those Articles shall be exercised by an organization jointly designated by Nunavut Tunngavik Incorporated and Makivik to exercise those functions or, in the absence of such designation, by the DIO.

27.5.2 Notwithstanding section 27.3.2 in the areas of equal use and occupancy, the rights of Nunavik Inuit pursuant to paragraphs 5.3.13.1 (c, d & e), section 5.3.15 and Articles 11, 20 and 21 of this Agreement shall apply equally to the Inuit of Nunavut and the functions of a MDO pursuant to those Articles shall be exercised by an organization jointly designated by Nunavut Tunngavik Incorporated and Makivik to exercise those functions or, in the absence of such designation, by the MDO.

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- 27.5.3 For greater certainty, notwithstanding section 27.3.1, Nunavik Inuit may exercise the rights provided under sections 5.8.2 and 5.8.3 of this Agreement in the areas of equal use and occupancy.
- 27.5.4 Section 27.5.1 does not apply to the rights of the Inuit of Nunavut under section 5.8.9 of the *Nunavut Land Claims Agreement* in relation to the eiderdown venture conducted by Sanniit Co-operative Limited.

PART 27.6: AREAS OF EQUAL USE AND OCCUPANCY: MANAGEMENT

- 27.6.1 Notwithstanding section 27.3.1, Makivik, on behalf of Nunavik Inuit, has the right to appoint to the NWMB and to nominate to each of the NPC, NIRB and the NWB, members equal to one half of those appointed or nominated by the DIO, which members shall be appointed in the same manner as members nominated by the DIO. Any members so appointed shall replace an equal number of members appointed or nominated by the DIO for decisions of the NWMB, NPC, NIRB and NWB that apply to activities that take place in the areas of equal use and occupancy, but shall not otherwise be considered to be or act as a member of those institutions.
- 27.6.2 For the purposes of management regimes in the areas of equal use and occupancy, the arrangement, as outlined in section 27.6.1 of this agreement and Section 40.2.14 of the *Nunavut Land Claims Agreement*, shall continue to apply until agreement has been reached pursuant to Section 40.2.15 of the *Nunavut Land Claims Agreement*.
- 27.6.3 The NWMB, NPC, NIRB and NWB, in performing their functions in relation to islands and marine areas of the Nunavut Settlement Area traditionally used and occupied by Nunavik Inuit shall allow full standing to Makivik to make representations respecting the interests of the Nunavik Inuit and shall take those representations into account.
- 27.6.4 The NMRWB, NMRPC and NMRIRB, in performing their functions in relation to islands and marine areas of the NMR traditionally used and occupied by the Inuit of Nunavut shall allow full standing to Nunavut Tunngavik Incorporated to make representations respecting the interests of the Inuit of Nunavut and shall take those representations into account.

PART 27.7: MUTUAL PROTECTION OF RIGHTS AND INTERESTS, BETWEEN THE TWO GROUPS

- 27.7.1 Each Group shall exercise its rights with respect to harvesting and resource management, including rights derived from this Agreement, the *Nunavut Land Claims Agreement* and the *James Bay and Northern Québec Agreement*, in a manner consistent with the rights and interests of the other Group.
- 27.7.2 In exercising rights with respect to harvesting and resource management which may affect the other Group, each Group shall be guided by the principles of conservation and the importance of effective environmental protection and, accordingly, shall pursue the

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application of appropriate management techniques aimed at the rational and sustainable use of resources.

- 27.7.3 Each Group shall consult with the other with respect to all issues concerning all aspects of harvesting or resource management over which the Group has control or influence and which may affect the other Group. The obligation to consult shall include the obligation to give timely written notice and to facilitate in the making of adequate written representations.
- 27.7.4 Notwithstanding section 31.1.1 of the *Nunavut Land Claims Agreement* and section 17.1.1 of this Agreement the Two Groups shall share equally any revenues obtained by either Groups resulting from any right to a share of resource royalties in the areas of equal use and occupancy pursuant to a land claim agreement.
- 27.7.5 If any lands, additional to those described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 27-2 of this Agreement, are acquired by Nunavik Inuit in the areas of equal use and occupancy under this Agreement, the Inuit of Nunavut will acquire title thereto as joint tenants and not as tenants in common with Nunavik Inuit.
- 27.7.6 Nothing in Section 40.2.22 of the *Nunavut Land Claims Agreement* or section 27.7.5 of this Agreement constitutes an admission or commitment by Government to negotiate additional ownership of lands in the areas of equal use and occupancy for the Inuit of Nunavut.
- 27.7.7 Sections 27.7.1 to 27.7.4 express arrangements between the Two Groups and neither of these sections nor any act or inaction by either of those groups or of their members in relation to these sections shall impose any liability or obligation on Government or any other person or affect any power or right of Government or any other person.

PART 27.8: STATUS AND SECURITY OF RIGHTS

- 27.8.1 In addition to any person or body that is recognized by laws of general application as having standing, a MDO on behalf of Nunavik Inuit and a DIO on behalf of the Inuit of Nunavut shall have standing before an appropriate court or other body to enforce this Article against the Crown or any person.
- 27.8.2 Notwithstanding section 2.14 of this Agreement, this Article shall not be amended without the prior written consent of Nunavut Tunngavik Incorporated.
- 27.8.3 In the event of conflict or inconsistency between the sections of this Article other than sections 27.7.1 to 27.7.3, and any other provisions of this Agreement, the sections of this Article other than sections 27.7.1 to 27.7.3 shall prevail.

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- 27.8.4 In the event of any inconsistency or conflict between this Agreement and Article 40 of the *Nunavut Land Claims Agreement*, the latter shall prevail to the extent of such inconsistency or conflict.

SCHEDULE 27-1

**COORDINATES OF AREAS OF EQUAL USE AND OCCUPANCY IN HUDSON STRAIT
AND HUDSON BAY**

The following replicates Article 40, Schedule-1 of the *Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada* referenced in North American Datum 1927 (NAD 27).

(a) Coordinates of Areas of Equal Use and Occupancy in Hudson Strait

- The line shall commence at the intersection of 63°25'N and 76°10'W;
- then it shall proceed generally south and west in a straight line to the intersection of 63°12'N and 77°00'W;
- then generally west and south in a straight line to the intersection of 63°00'N and 77°40'W;
- then generally north and west in a straight line to the intersection of 63°03'N and 78°25'W;
- then generally north and west in a straight line to the intersection of 63°30'N and 78°47'W;
- then generally north and east in a straight line to the intersection of 63°52'N and 77°15'W;
- then generally south and east in a straight line to the intersection of 63°25'N and 76°10'W.

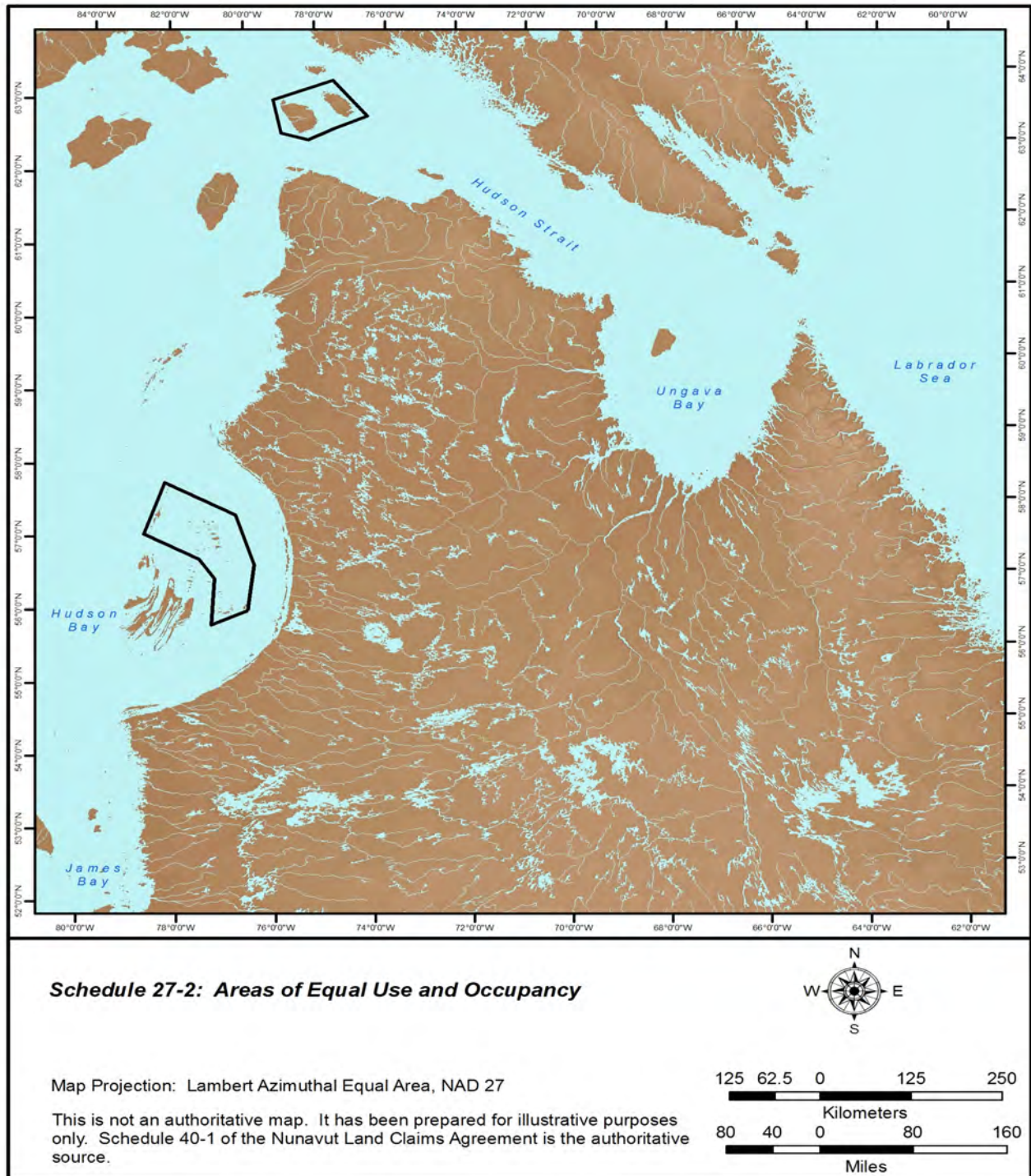
(b) Coordinates of Areas of Equal Use and Occupancy in Hudson Bay

- The line shall commence at the intersection of 56°22'N and 77°25'W;
- then it shall proceed generally west and south in a straight line to the intersection of 56°07'N and 78°10'W;
- then shall proceed northerly in a straight line to the intersection of 56°45'N and 78°15'W;
- then shall proceed generally west and north in a straight line to the intersection of 57°00'N and 78°40'W;

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- then shall proceed generally west and north in a straight line to the intersection of 57°15'N and 80°00'W;
- then northerly in a straight line to 58°00'N and 79°45'W;
- then generally east and south in a straight line to the intersection of 57°40'N and 78°00'W;
- then generally east and south in a straight line to the intersection of 57°00'N and 77°25'W;
- then southerly in a straight line to the intersection of 56°22'N and 77°25'W.

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ARTICLE 28

**RECIPROCAL ARRANGEMENTS BETWEEN THE NUNAVIK INUIT AND THE CREES
OF EYYOU ISTCHEE**

- 28.1 *A Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit* (Cree/Inuit Offshore Overlap Agreement) is appended as Schedule 28-1 to this Article.
- 28.2 Government shall not be bound by the Preamble or Part 8 of the Cree/Inuit Offshore Overlap Agreement nor shall the incorporation of the Cree/Inuit Offshore Overlap Agreement in this Agreement be construed as recognition by Government of aboriginal rights in the overlap area.
- 28.3 For greater certainty the definitions in Part 3 of the Cree/Inuit Offshore Overlap Agreement shall apply only to the Cree/Inuit Offshore Overlapping Interests Area.
- 28.4 Notwithstanding any other provision of this Agreement, but subject to sections 28.2 and 28.3, the provisions set out in the Cree/Inuit Offshore Overlap Agreement shall form part of this Agreement, shall be given effect by Government upon the effective date of this Agreement or of the Crees of Eeyou Istchee Final Agreement as defined in section 3.1 of the Cree/Inuit Offshore Overlap Agreement (whichever comes first), and shall prevail over the provisions of this Agreement to the extent of any inconsistency or conflict.
- 28.5 In the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, the Grand Council of the Crees (Eeyou Istchee) on behalf of the Crees of Eeyou Istchee, shall nominate or appoint, as the case may be, to the Nunavik Marine Region Planning Commission (NMRPC), the Nunavik Marine Region Wildlife Board (NMRWB) and Nunavik Marine Region Impact Review Board (NMRIRB), respectively:
- (a) members equal to one-half of those appointed or nominated thereto by the Nunavik Inuit insofar as an even number of members have been originally nominated or appointed thereto by the Nunavik Inuit or, as the case may be;
 - (b) members in equal numbers to those appointed or nominated thereto by the Nunavik Inuit insofar as an uneven number of members have been originally nominated or appointed thereto by the Nunavik Inuit;

which members shall be nominated or appointed in the same manner as members appointed or nominated by the Nunavik Inuit.

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- 28.6 Any members appointed under the circumstances described in paragraph 28.5(a) shall, for the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, replace an equal number of members appointed or nominated by the Nunavik Inuit for decisions or recommendations of the concerned body that apply or affect the joint Zone, but shall not otherwise be considered to be or act as a member of those bodies. For the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, any members appointed under the circumstances described in paragraph 28.5(b), shall be entitled to participate in and shall hold one-half of a vote for decisions or recommendations of the concerned body that apply or affect the Joint Zone but shall not otherwise be considered to be or act as a member of those bodies, and those appointed or nominated thereto by the Nunavik Inuit shall also hold one-half of a vote for decisions or recommendations of the concerned body that apply to or affect the Joint Zone.
- 28.7 The jurisdictions of the NMRPC, NMRWB, and the NMRIRB shall not be exercised in the Cree Zone, the whole in accordance with section 7.1 of the Cree/Inuit Offshore Overlap Agreement.
- 28.8 In order to facilitate the efficiency and effectiveness of operation of the management regimes in the Joint Zone, the words “shall apply jointly and equally” in section 7.5 of the Cree/Inuit Offshore Overlap Agreement shall mean that those regimes set out in this Agreement and the Crees of Eeyou Istchee Final Agreement :
- (a) shall be given equal weight and authority in the Joint Zone;
 - (b) the bodies created pursuant to the management regimes provided under either the Crees of Eeyou Istchee Final Agreement or this Agreement shall sit together when making decisions or recommendations concerning the Joint Zone and render the same recommendations or decisions concerning the Joint Zone; and
 - (c) where the time requirements regarding decisions or recommendations for the application in the joint Zone of a management regime by the bodies provided for in the concerned regime differ between this Agreement and the Crees of Eeyou Istchee Final Agreement, the longest time requirement period shall apply.
- 28.9 An arbitration decision made pursuant to section 8.6 of the Cree/Inuit Offshore Overlap Agreement only binds the parties to the arbitration.
- 28.10 While the parties to the Cree/Inuit Offshore Overlap Agreement may amend that agreement pursuant to its amendment provisions, no such amendment shall be effective to change Schedule 28-1 without the consent of Government.
- 28.11 The provisions of Article 28 may not be amended without the written agreement of the Crees of Eeyou Istchee as represented by the Grand Council of the Crees (Eeyou Istchee).

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- 28.12 The incorporation of the Cree/Inuit Offshore Overlap Agreement in this Agreement does not create any obligation on the Crees of Eeyou Istchee or on Government to conclude any further agreement.
- 28.13 Article 28 is contemplated by and is subject to the provisions of section 1.6 of the Cree/Inuit Offshore Overlap Agreement.

SCHEDULE 28-1

A CONSOLIDATED AGREEMENT RELATING TO THE
CREE/INUIT OFFSHORE
OVERLAPPING INTERESTS AREA
BETWEEN
THE CREES OF EYYOU ISTCHEE
AND
THE NUNAVIK INUIT

**CONSOLIDATED AGREEMENT
RELATING TO THE CREE/INUIT OFFSHORE
OVERLAPPING INTERESTS AREA**

**BETWEEN
THE CREES OF EEYOU ISTCHEE
AND
THE NUNAVIK INUIT**

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CONSOLIDATED AGREEMENT
RELATING TO THE CREE/INUIT
OFFSHORE OVERLAPPING INTERESTS AREA

BETWEEN, ON THE ONE HAND: The **CREES OF EYYOU ISTCHEE**, acting through the **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**

AND

ON, THE OTHER HAND: **NUNAVIK INUIT**, acting through **MAKIVIK CORPORATION**.

PREAMBLE

WHEREAS the Crees of Eeyou Istchee and the Nunavik Inuit have always occupied and used the Overlap Area and have developed traditions for sharing the Overlap Area;

WHEREAS, on November 11th, 1975, the Crees of Eeyou Istchee and the Nunavik Inuit entered into the James Bay and Northern Québec Agreement, which gave, granted, recognized and provided to the Crees of Eeyou Istchee and the Nunavik Inuit the rights, privileges and benefits set out therein;

WHEREAS the James Bay and Northern Québec Agreement did not affect, modify or otherwise impair, restrict or infringe upon the aboriginal and other rights, titles and interests of the Crees of Eeyou Istchee and of the Nunavik Inuit in areas situated outside the borders of the province of Québec, including the marine areas and islands adjacent to the said province in James Bay, Hudson's Bay, Hudson's strait and Ungava bay;

WHEREAS, in a letter of commitments dated November 15th, 1974, certain understandings reached between the Government of Canada and the Crees of Eeyou Istchee and the Nunavik Inuit were set out, including the undertaking of Canada to negotiate with the Crees of Eeyou Istchee and the Nunavik Inuit in regard to the said offshore areas;

WHEREAS such negotiations are ongoing with both the Crees of Eeyou Istchee and the Nunavik Inuit;

WHEREAS the Crees of Eeyou Istchee and the Nunavik Inuit have certain overlapping aboriginal and other rights, titles and interests in certain marine areas and islands adjacent to the province of Québec in James Bay and Hudson's Bay;

WHEREAS, on August 21st, 2002, the Grand Council of the Crees (Eeyou Istchee) and Makivik Corporation reached a “Cree/Inuit Agreement on Offshore Overlap” which was subsequently ratified pursuant to the terms of that agreement;

WHEREAS on October 25th, 2002 the Nunavik Inuit and the Government of Canada signed an “Agreement-in-Principle concerning the Nunavik Marine Region”;

WHEREAS the parties hereto wish to set out in writing the terms and arrangements flowing from the “Cree/Inuit Agreement on offshore overlap” and to incorporate such terms and arrangements in the Nunavik Inuit Final Agreement and in the Crees of Eeyou Istchee Final Agreement;

WHEREAS the Crees of Eeyou Istchee and the Nunavik Inuit wish to reiterate the continued good relations, cooperation and solidarity which has characterized their relationship since the negotiations of the James Bay and Northern Québec Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I - GENERAL

- 1.1 The provisions of this Agreement shall all be incorporated in the Nunavik Inuit Final Agreement, and any modifications to the wording of this Agreement carried out for purposes of coherence with the Nunavik Inuit Final Agreement shall only be made with the consent of the GCC(EI), which consent shall not be arbitrarily or unreasonably withheld.
- 1.2 The provisions of this Agreement shall all be incorporated in the Crees of Eeyou Istchee Final Agreement, and any modifications to the wording of this Agreement carried out for purposes of coherence with the Crees of Eeyou Istchee Final Agreement shall only be made with the consent of Makivik Corporation, which consent shall not be arbitrarily or unreasonably withheld.
- 1.3 In the event of any inconsistency between the Nunavik Inuit Final Agreement or the Crees of Eeyou Istchee Final Agreement and the provisions herein, this Agreement shall prevail to the extent of such inconsistency or conflict.
- 1.4 For greater certainty, nothing on this Agreement, in the Nunavik Inuit Final Agreement, or in any legislation ratifying or implementing their terms, shall:
 - a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights of the Crees of Eeyou Istchee, including those rights set out under the terms of the JBNQA;
 - b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights of the Crees of Eeyou Istchee, including those rights set out under the terms of the JBNQA.

- 1.5 For greater certainty, nothing in this Agreement, in the Crees of Eeyou Istchee Final Agreement, or in any legislation ratifying or implementing their terms shall:
- a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights of the Nunavik Inuit, including those rights set out under the terms of the JBNQA;
 - b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights of the Nunavik Inuit, including those rights set out under the terms of the JBNQA.
- 1.6 The reciprocal arrangements between the Nunavik Inuit and the Inuit of Nunavut set out in article 28 of the Nunavik Inuit AIP and in article 40 of the Nunavut Land Claims Agreement shall not affect the rights, titles and interests of the Crees of Eeyou Istchee in the Cree/Inuit Offshore Overlapping Interests Area as set out in this Agreement and the Crees of Eeyou Istchee Final agreement.
- 1.7 The Nunavik Marine Region which will be set out and described in the Nunavik Inuit Final Agreement shall comprise the Nunavik Marine Region as described in Schedule 3-1 of the Nunavik Inuit AIP save that the geographic coordinate of that description which reads as follows:

“- thence southeasterly in a straight line to a point at the intersection of 53°45’N latitude and 79°05’W longitude at the ordinary low water mark on the south shore of Québec, south of Chisasibi”

shall be changed in the Nunavik Inuit Final Agreement in order to reflect the following geographic coordinates:

“- thence southeasterly in a straight line to a point at the intersection of 53°45’31”N latitude and 79°06’55”W longitude, north of Aatsiguuyaannuminshtuk island;

- thence due east along the 53°45’31”N latitude to a point at the ordinary low water mark on the shore of Québec south of Chisasibi at the intersection of 53°45’31”N latitude and 79°04’56”W longitude;”

- 1.8 Unless otherwise stipulated in this Agreement, nothing in this Agreement affects or is intended to affect any rights of Nunavik Inuit under the Nunavik Inuit Final Agreement or of Crees of Eeyou Istchee, under the Crees of Eeyou Istchee Final Agreement in or related to the Overlap Area, including with respect to wildlife compensation, capital transfers, resource revenues sharing or resource royalty sharing.

PART II - OBJECTS

2.1 The principal objects of this Agreement are as follows:

- a) to provide for the continuation of harvesting by the Crees of Eeyou Istchee and the Nunavik Inuit in the Cree/Inuit Offshore Overlapping Interests Area, regardless of land claims agreement boundaries;
- b) to identify the Cree/Inuit Offshore Overlapping Interests Area and the three (3) zones comprised within this Overlap Area;
- c) to identify a Joint Inuit/Cree Zone within this Overlap Area, and with respect to such Joint Zone to provide for:
 - i) the joint and equal ownership of lands and the joint and equal sharing of other interests, benefits and revenues by the Crees of Eeyou Istchee and the Nunavik Inuit;
 - ii) the sharing of wildlife between the Crees of Eeyou Istchee and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the joint and equal participation of the Crees of Eeyou Istchee and the Nunavik Inuit in the management of the lands, resources and wildlife, including joint and equal participation in regimes for wildlife management, planning, land and water management and development impact assessment in such zone;
- d) to identify an Inuit Zone within this Overlap Area and with respect to such zone, to provide for:
 - i) the ownership of lands by the Nunavik Inuit and other interests, benefits and revenues of the Nunavik Inuit;
 - ii) the sharing of wildlife between the Crees of Eeyou Istchee and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the participation of the Crees of Eeyou Istchee in the management of wildlife, including participation in the regime for wildlife management to be provided for in the Nunavik Inuit Final Agreement;
- e) to identify a Cree Zone within this Overlap Area and with respect to such zone, to provide for:

- i) the ownership of lands by the Crees of Eeyou Istchee (save those islands described in schedule 6) and other interests, benefits and revenues of the Crees of Eeyou Istchee;
 - ii) the sharing of wildlife between the Crees of Eeyou Istchee and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the participation of the Nunavik Inuit in the management of wildlife, including participation in the regime for wildlife management provided for in the Crees of Eeyou Istchee Final Agreement;
- f) to promote cooperation and good relations between the Crees of Eeyou Istchee and the Nunavik Inuit and with third parties.

PART III - DEFINITIONS AND INTERPRETATIONS

3.1 In this Agreement:

“Basic Needs Level” means:

- a) for the Nunavik Inuit, the level of harvest in the Overlap Area for specific species, stocks or populations of wildlife determined on the basis of available information and reflecting consumption or use by Nunavik Inuit and marketing or trade by Nunavik Inuit for consumption or use in the Overlap Area or in northern Québec;
- b) for the Crees of Eeyou Istchee, the level of harvest in the Overlap Area for specific species, stocks or populations of wildlife determined on the basis of available information and reflecting consumption or use by the Crees of Eeyou Istchee and marketing or trade by the Crees of Eeyou Istchee for consumption or use in the Overlap Area or in northern Québec.

“Cree/Inuit Offshore Overlapping Interests Area” or *“Overlap Area”* means those areas described in Schedule 1 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“Crees of Eeyou Istchee” means the *“Crees”* as defined in the JBNQA;

“Crees of Eeyou Istchee Final Agreement” means a Final Agreement between the Crees of Eeyou Istchee and Her Majesty the Queen in Right of Canada concerning the Eeyou Marine Region and which is to be negotiated, signed and ratified;

“Cree Zone” means those areas described in Schedule 3 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“*EMR*” means the “*Eeyou Marine Region*”;

“*Eeyou Marine Region*” means the area to be described in the Crees of Eeyou Istchee Final Agreement and including the Overlap Area;

“*GCC(EI)*” means the “*Grand Council of the Crees (Eeyou Istchee)*”;

“*GDO*” means the *GCC(EI)* or an organization designated by the *GCC(EI)*;

“*Grand Council of the Crees (Eeyou Istchee)*” or “*GCC(EI)*” means the Corporation representing the Crees of Eeyou Istchee;

“*harvest*” means the reduction of wildlife into possession, and includes hunting, trapping, fishing, netting, egging, picking, collecting, gathering, spearing, killing, capturing or taking by any means;

“*Inuit of Nunavut*” means “Inuit” as defined in Section 1.1.1 of the Nunavut Land Claims Agreement;

“*Inuit Zone*” means those areas described in Schedule 4 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“*James Bay and Northern Québec Agreement*” or “*JBNQA*” means the Agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-77, chapter 32) and by the *Act approving the Agreement concerning James Bay and Northern Québec* (S.Q., 1976, chapter 46), and as amended from time to time by Complementary Agreements thereto;

“*JBNQA*” means the “*James Bay and Northern Québec Agreement*”;

“*Joint Inuit/Cree Zone*” or “*Joint Zone*” means those areas described in Schedule 2 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“*Joint Zone*” means the “*Joint Inuit/Cree Zone*”;

“*land*” includes land covered by water, and the minerals in or on land;

“*Makivik Corporation*” or “*Makivik*” means the Corporation representing Nunavik Inuit and created by virtue of *An Act respecting the Makivik Corporation*, S.Q., 1978, chapter 91, R.S.Q., chapter S-18.1;

“*Makivik*” means the “*Makivik Corporation*”;

“*marine areas*” means Canada’s internal waters or territorial sea, whether open or ice-covered, but does not include inland waters in Québec. For greater certainty, the reference to internal waters or territorial sea includes the seabed and subsoil below those internal waters or territorial sea;

“*marine resources*” means organic and inorganic resources, including land, water and ice, located in, on or under the Overlap Area, and includes wildlife inhabiting the Overlap Area on a permanent, temporary or seasonal basis.

“*MDO*” means Makivik Corporation or an organization designated by Makivik Corporation;

“*minerals*” means precious and base metals and other non-living, naturally occurring substances whether solid, liquid or gaseous, excluding water, but including coal, petroleum, gold and silver;

“*Nunavik Inuit*” means the “*Inuit*” as defined in the JBNQA;

“*Nunavik Inuit Final Agreement*” means the Nunavik Inuit Land Claims Agreement which is to be negotiated, signed and ratified pursuant to the Nunavik Inuit AIP;

“*Nunavik Inuit Marine Region Agreement-in-Principle*” or “*Nunavik Inuit AIP*” means the Agreement-in-Principle between Nunavik Inuit and Her Majesty the Queen in Right of Canada signed on October 25th, 2002;

“*Nunavik Inuit AIP*” means the “*Nunavik Inuit Marine Region Agreement-in-Principle*”;

“*NMR*” means the “*Nunavik Marine Region*”;

“*Nunavik Marine Region*” or “*NMR*” means the area described in Article 3 of the Nunavik Inuit AIP as amended by section 1.7 hereof and including the Overlap Area;

“*Nunavut Land Claims Agreement*” means the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada ratified, given effect and declared valid by the *Nunavut Land Claims Agreement*, S.C. 1993, c. 29;

“*Overlap Area*” means the “Cree/Inuit Offshore Overlapping Interests Area”;

“*Total Allowable Take*” for a species, stock or population means an amount of wildlife able to be lawfully harvested;

“*resources*” includes lands, minerals, wildlife, water and the environment generally;

“*wildlife*” means all terrestrial, aquatic, avian and amphibian flora and fauna *ferae naturae*, and all parts and products thereof;

“*water*” means waters in any river, stream, lake or other body of inland waters on the surface or underground and includes all inland ground waters and ice.

3.2 The preamble and schedules referred to in this Agreement form an integral part hereof.

3.3 The Overlap Area constitutes part of both the NMR and of the EMR.

PART IV - WILDLIFE HARVESTING

- 4.1 Subject to the terms of this Agreement, throughout the Overlap Area, the Nunavik Inuit and the Crees of Eeyou Istchee shall have the same rights respecting the harvest of wildlife, with these rights being exercised in accordance with their respective customs and traditions in a manner so as not to compromise each other's harvesting activities.
- 4.2 The Nunavik Inuit shall not, without the consent of the Crees of Eeyou Istchee, harvest for commercial purposes nor exercise any harvest rights of a commercial nature or any rights to operate outfitting or recreational harvest facilities in the Cree Zone. The Crees of Eeyou Istchee shall not, without the consent of the Nunavik Inuit, harvest for commercial purposes nor exercise any harvest rights of a commercial nature or any rights to operate outfitting or recreational harvest facilities in the Inuit Zone.
- 4.3 Where the Basic Needs Levels for the Overlap Area of both the Nunavik Inuit and of the Crees of Eeyou Istchee exceed the Total Allowable Take in the Overlap Area for a specific species, stock or population of wildlife, the Total Allowable Take in the Overlap Area for the concerned species, stock or population of wildlife shall be allocated between the Nunavik Inuit and the Crees of Eeyou Istchee so as to reflect the ratio of their Basic Needs Levels for that species, stock or population, and both such allocations shall be awarded the same order of priority.
- 4.4 In the Joint Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be jointly and equally determined and assumed by the bodies responsible for such under the Nunavik Inuit Final Agreement and the Crees of Eeyou Istchee Final Agreement. The Nunavik Inuit and the Crees of Eeyou Istchee shall have equal participation and an equal voice in such bodies when such bodies are making decisions or carrying out their responsibilities related to wildlife management in the Joint Zone.
- 4.5 In the Inuit Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be determined and assumed by the body responsible for such under the Nunavik Inuit Final Agreement. The Crees of Eeyou Istchee shall be entitled to have an observer with the right of participating in the deliberations of such body when it is making any decisions or carrying out any of its responsibilities. This observer shall moreover be entitled to vote in such body and to replace an Inuit nominee therein when it is making decisions or carrying out its responsibilities related to wildlife management in the Inuit Zone.
- 4.6 In the Cree Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be determined and assumed by the body responsible for such under the Crees of Eeyou Istchee Final Agreement.

The Nunavik Inuit shall be entitled to have an observer with the right of participating in the deliberations of such body when it is making any decisions or carrying out any of its responsibilities. This observer shall moreover be entitled to vote in such body and to replace a Cree nominee therein when it is making decisions or carrying out its responsibilities related to wildlife management in the Cree Zone.

- 4.7 For greater certainty, the presumptions as to needs provided in sections 5.3.7 to 5.3.12 and the allocation of Total Allowable Take provided for in sections 5.3.13 and 5.3.14 of the Nunavik Inuit AIP (and any related provisions in the Nunavik Inuit Final Agreement) as well as any similar provisions in the Crees of Eeyou Istchee Final Agreement shall be shared and applied throughout the Overlap Area in a manner consistent with the level of harvest of each group within the Overlap Area.
- 4.8 The right of first refusal to establish and operate new commercial operations set out in section 5.3.15 of the Nunavik Inuit AIP (and any related provisions in the Nunavik Inuit Final Agreement) and any similar provisions in the Crees of Eeyou Istchee Final Agreement shall be jointly and equally held by Nunavik Inuit and the Crees of Eeyou Istchee in the Joint Zone. In the Cree Zone, this right will be exclusively exercised by the Crees of Eeyou Istchee. In the Inuit Zone, this right will be exclusively exercised by the Nunavik Inuit.
- 4.9 The GCC(EI) shall represent the Crees of Eeyou Istchee for all purposes related to wildlife management in the Joint Zone and in the Inuit Zone unless the GCC(EI) designates another organization for such purposes. Makivik Corporation shall represent the Nunavik Inuit for all purposes related to wildlife management in the Joint Zone and in the Cree Zone unless Makivik Corporation designates another organization for such purposes.

PART V - LAND OWNERSHIP IN THE OVERLAP AREA

A) JOINT ZONE

- 5.1 In the Joint Zone, lands may be selected pursuant to Article 11 of the Nunavik Inuit AIP (or its equivalent in the Nunavik Inuit Final Agreement) or pursuant to similar provisions under the Crees of Eeyou Istchee Final Agreement, only with the consent of both the GCC(EI) and of Makivik Corporation, which consent shall not be arbitrarily or unreasonably withheld.
- 5.2 Unless the GCC(EI) and Makivik Corporation agree otherwise, in the Joint Zone, all the lands shall be selected for joint ownership by the Crees of Eeyou Istchee and the Nunavik Inuit, and all lands selected therein by either group shall be jointly owned as provided herein.

- 5.3 In respect to any lands in the Joint Zone which are withdrawn from disposal under the *Territorial Land Act* or the *Commissioner's Land Act*, as may be applicable, and which require the consent of either Makivik or of the GCC(EI) to be leased or otherwise alienated, the parties agree that neither the consent of Makivik or of the GCC(EI) will be provided for such purposes unless both Makivik and the GCC(EI) jointly consent to said lease or alienation.
- 5.4 Upon the ratification of either the Nunavik Inuit Final Agreement or the Crees of Eeyou Istchee Final Agreement, whichever comes first, the lands selected by either the Nunavik Inuit or the Crees of Eeyou Istchee in the Joint Zone shall vest equally in a MDO on behalf of and for the benefit of Nunavik Inuit and in a GDO on behalf of and for the benefit of the Crees of Eeyou Istchee, as joint tenants and not as tenants in common. The Crees of Eeyou Istchee and the Nunavik Inuit shall have, through the MDO and the GDO respectively, the same and equal interests in such lands.
- 5.5 All provisions of the Nunavik Final Agreement applying to Nunavik Inuit Lands under the meaning of that Final Agreement, except provisions incompatible with the present Agreement such as provisions providing for vesting of Nunavik Inuit Land, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands in the Joint Zone. Any rights or powers of a MDO under the Nunavik Final Agreement in respect of Nunavik Inuit Lands shall be exercised and enjoyed jointly and equally by a MDO and a GDO in respect of the jointly owned lands in the Joint Zone.
- 5.6 All provisions of the Crees of Eeyou Istchee Final Agreement applying to Cree Lands under the meaning of that Final Agreement, except provisions incompatible with the present Agreement such as provisions for vesting of Cree Lands, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands in the Joint Zone. Any rights or powers of a GDO under the Crees of Eeyou Istchee Final Agreement in respect of Cree Lands shall be exercised and enjoyed jointly and equally by a GDO and a MDO in respect of the jointly owned lands in the Joint Zone.
- 5.7 With respect to any lands in the Joint Zone, and notwithstanding any other rule or process provided by statute, at law or in equity, neither the Nunavik Inuit nor the Crees of Eeyou Istchee shall:
- a) create or dispose of a legal or equitable interest to or in the lands;
 - b) seek or submit to sever or partition the lands;
 - c) establish or operate facilities associated with the sports or commercial use of wildlife or facilities associated with the observations, study or enjoyment of natural or cultural features of the land; or
 - d) make use of the lands so as to cause physical alteration or in any way diminish their value;

without the prior written consent of both the Nunavik Inuit and the Crees of Eeyou Istchee acting through a MDO and a GDO respectively, and any act or instrument purporting to do so shall be null, void and of no effect.

B) CREE ZONE

- 5.8 In the Cree Zone, to the exception of the lands described in schedule 6, no land may be selected by the Nunavik Inuit pursuant to Article 11 of the Nunavik Inuit AIP (or its equivalent in the Nunavik Inuit Final Agreement); and all other land selections made by the Nunavik Inuit pursuant to the Nunavik Inuit Final Agreement must be carried out in such a fashion as to ensure that the Cree of Eeyou Istchee will be capable of selecting for exclusive ownership 80% of the lands in the Cree Zone should they so desire.
- 5.9 The lands described in Schedule 6 will be taken out of the 80% land allocation for the Nunavik Inuit outside the Overlap Area and will not affect in any way the land allocation of the Crees of Eeyou Istchee as set out in the Crees of Eeyou Istchee Final Agreement.

C) INUIT ZONE

- 5.10 In the Inuit Zone, no lands may be selected by the Crees of Eeyou Istchee pursuant to the Crees of Eeyou Istchee Final Agreement and all other land selections made by the Crees of Eeyou Istchee pursuant to the Crees of Eeyou Istchee Final Agreement must be carried out in such a fashion as to ensure that the Nunavik Inuit will be capable of selecting for exclusive ownership 80% of the lands in the Inuit Zone should they so desire.

PART VI - OTHER INTERESTS, BENEFITS AND REVENUES

- 6.1 Notwithstanding any other provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement, the Nunavik Inuit and the Crees of Eeyou Istchee shall jointly and equally benefit and share all and any interests, benefits and revenues arising, derived or related to the Joint Zone (including marine resources) and provided by or resulting from either or both Final Agreements.
- 6.2 For greater certainty, and without limiting the provisions of section 6.1, the Nunavik Inuit and the Crees of Eeyou Istchee shall jointly and equally benefit and share all and any revenues obtained by either and arising, derived or related to the Joint Zone and resulting from any right or interest to a share of resource revenues or resource royalties provided by either or both the Nunavik Inuit Final Agreement or the Crees of Eeyou Istchee Final Agreement.
- 6.3 In the Joint Zone, the rights of the Nunavik Inuit pursuant to Articles 12 (Protected Areas), 20 (Archaeology) and 21 (Ethnographic Resources and

Archival Records) of the Nunavik Inuit AIP (and the related provisions of the Nunavik Inuit Final Agreement) shall be jointly held and shall apply on an equal basis to the Crees of Eeyou Istchee, and the functions of a MDO pursuant to these articles shall be exercised by an organization jointly designated by the GCC(EI) and Makivik Corporation to exercise these functions.

- 6.4 In the Cree Zone, the rights of the Nunavik Inuit pursuant to Articles 12, 20 and 21 of the Nunavik Inuit AIP (and the related provisions of the Nunavik Inuit Final Agreement) shall not be exercised and shall be fully transferred and assigned to the Crees of Eeyou Istchee to be held and exercised by the GCC(EI) or a GDO. In the event an archaeological find in the Eeyou Marine Region outside the Joint Zone can be reasonably attributed to Inuit populations, the GDO responsible for such shall consult Makivik in regard to the use and ownership of such find and of the artefacts related thereto.
- 6.5 In the Inuit Zone, the Crees of Eeyou Istchee shall not exercise under the Crees of Eeyou Istchee Final Agreement any rights similar to or equivalent to those set out pursuant to Articles 12, 20 and 21 of the Nunavik Inuit AIP. In the event an archaeological find in the Nunavik Marine Region outside the Joint Zone can be reasonably attributed to Cree populations, the MDO responsible for such shall consult the GCC(EI) in regard to the use and ownership of such find and of the artefacts related thereto.
- 6.6 Neither the Crees of Eeyou Istchee nor the Nunavik Inuit shall carry out any mineral resources development or any other economic or business related activities on Crown lands in the Joint Zone without the consent of the other. Such consent may be given by the GCC(EI) for the Crees of Eeyou Istchee and by Makivik Corporation for the Nunavik Inuit.
- 6.7 Neither the Crees of Eeyou Istchee nor the Nunavik Inuit shall operate any wildlife outfitting activities (including sport lodges and naturalist lodges) or commercial wildlife harvesting anywhere in the Joint Zone (including marine areas and Crown lands) without the consent of the other. Such consent may be given by the GCC(EI) for the Crees of Eeyou Istchee and by Makivik Corporation for the Nunavik Inuit.
- 6.8 Should either the Crees of Eeyou Istchee or the Nunavik Inuit wish to carry out mineral resources development activities or other economic or business related activities in marine areas located in the Joint Zone, they shall consult the other before proceeding with such activities. Such consultation shall be carried out with the GCC(EI) for the Crees of Eeyou Istchee and with Makivik Corporation for the Nunavik Inuit.

PART VII - MANAGEMENT IN THE OVERLAP AREA

- 7.1 In the Cree Zone, the management regimes provided in the Crees of Eeyou Istchee Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply and shall be substituted to any other similar regimes provided for in the Nunavik Inuit Final Agreement.
- 7.2 When making a decision concerning the Cree Zone which may directly affect rights or interest of Nunavik Inuit, the bodies or organizations designated or created pursuant to the Crees of Eeyou Istchee Final Agreement for planning, land and water management and development impact assessment, shall ensure the effective participation and an effective voice for the Nunavik Inuit in such body or organization when making such decision.
- 7.3 In the Inuit Zone, the management regimes provided in the Nunavik Inuit Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply and shall be substituted to any other similar regimes provided for in the Crees of Eeyou Istchee Final Agreement.
- 7.4 When making a decision concerning the Inuit Zone which may directly affect rights or interests of Crees of Eeyou Istchee, the bodies or organization designated or created pursuant to the Nunavik Inuit Final Agreement for planning, land and water management and development impact assessment, shall ensure the effective participation and an effective voice for the Crees of Eeyou Istchee in such body or organization when making such decision.
- 7.5 In the Joint Zone, the management regimes provided in both the Nunavik Inuit Final Agreement and the Crees of Eeyou Istchee Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply jointly and equally. The Nunavik Inuit and the Crees of Eeyou Istchee shall have equal participation and an equal voice in the bodies or organisations designated or created under these Final Agreements for such purposes when they are making decisions or carrying out their responsibilities in the Joint zone.
- 7.6 In the event the Nunavik Inuit Final Agreement is ratified prior to the Crees of Eeyou Istchee Final Agreement, the GCC(EI) shall exercise all management responsibilities for the Crees of Eeyou Istchee in the Joint Zone in order to render effective sections 7.4 and 7.5 hereof between the date the Nunavik Inuit Final Agreement becomes effective and the date the Crees of Eeyou Istchee Final Agreement becomes effective.
- 7.7 In the event the Crees of Eeyou Istchee Final Agreement is ratified prior to the Nunavik Inuit Final Agreement, Makivik shall exercise all management

responsibilities for the Nunavik Inuit in the Joint Zone in order to render effective sections 7.2 and 7.5 hereof between the date the Crees of Eeyou Istchee Final Agreement becomes effective and the date the Nunavik Inuit Final Agreement becomes effective.

PART VIII - SETTLEMENT OF DISPUTES

- 8.1 Generally, the parties will endeavour to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement reproducing this Agreement. To this end, the parties agree to put in place a dispute resolution mechanism to ensure that recourse to courts or other forums only occurs as a last resort.
- 8.2 For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of this Agreement or of the provisions of either the Nunavik Inuit Final Agreement or of the Crees of Eeyou Istchee Final Agreement reproducing this Agreement and which is formally raised by any of the parties for these purposes.
- 8.3 The only parties authorized to bring disputes for resolution under the present dispute resolution mechanism are the GCC(EI) or a GDO and Makivik Corporation or a MDO.
- 8.4 The parties will endeavour in good faith to settle the dispute through cooperation and consultation in order to arrive at a mutually satisfactory solution.
- 8.5 Failing resolution by the parties, the dispute shall be referred to an independent and impartial third party for mediation as hereinafter set out:
- a) the mediator shall be chosen jointly by the parties, and failing agreement, by a Judge of the Québec Superior Court, upon application to the court;
 - b) the parties shall each submit to the mediator their views on the issue in dispute;
 - c) the parties undertake that as a condition of the mediation process, to renounce to any prescription acquired and to agree that prescription (if applicable) of any right, claim or matter which is the subject of the dispute shall be interrupted and shall, if necessary, be specifically renounced from time to time until the mediator declares the mediation process to be at an end;
 - d) the mediation process and all proceedings in connection therewith shall be and will remain confidential;

- e) the mediator shall not issue a report or make any recommendations unless authorized to do so by all the parties;
 - f) any party may request that the mediator terminate the mediation process when there are reasonable and probable grounds to believe that, despite the best efforts of the parties acting in good faith, no settlement is likely to be reached in the dispute through mediation.
- 8.6 At any time during the course of the mediation process, the parties may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, including those of an *amiable compositeur*, the whole within the meaning, and as set out in the Civil Code of Québec and the Code of Civil Procedure of Québec.
- 8.7 Each party will assume its expenses related to the mediation and half the expenses and fees of the mediator.

PART IX - STATUS AND SECURITY OF RIGHTS

- 9.1 In addition to any person or body that is recognized by laws of general application as having standing, a MDO on behalf of the Nunavik Inuit and a GDO on behalf of the Crees of Eeyou Istchee shall have standing before an appropriate court or other body to enforce this Agreement and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement in which the terms of this Agreement are reproduced, against the Crown or any person.
- 9.2 This Agreement, and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement in which its terms are reproduced, shall not be amended without the prior written consent of both the GCC(EI) and of Makivik.
- 9.3 The parties will ensure that the Government of Canada will not include any provisions contrary to this Agreement in either the Nunavik Inuit Final Agreement, the Crees of Eeyou Istchee Final Agreement or in any legislation implementing their terms.

SIGNATURES

AND THE PARTIES HAVE SIGNED at Whapmagoostui / Kuujjuaraapik, this 30th day of April, 2003.

GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)

Per: *(S) Ted Moses*

(S) Roderick Pachano
Witness

Per: *(S) David Masty*

MAKIVIK CORPORATION

Per : *(S) Pita Aatami*

(S) Anthony Ittoshat
Witness

Per: *(S) Johnny Peters*

**SCHEDULE 1 -
GEOGRAPHIC COORDINATES OF THE CREE/INUIT
OFFSHORE OVERLAPPING INTERESTS AREA**

The Cree/Inuit Offshore Overlapping Interests Area (Overlap Area), as illustrated on Schedule 1a and Schedule 5, includes all the marine areas, islands, lands and waters within the following boundary:

1. Commencing at the boundary of Québec south of Chisasibi, as illustrated on Schedule 1a and Schedule 1b, at the intersection of 53°45'31"N latitude and approximate 79°04'56"W longitude;
2. thence west following 53°45'31"N latitude to a point at the intersection of 79°06'55"W longitude, south of Tiny Island and north of locally known Aahchikuyaaniminishtikw Island;
3. thence northwesterly following the geodesic line to a point at the intersection of 54°00'N latitude and 80°50'W longitude;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30'N latitude and 81°20'W longitude, northwest of Bear Island;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement;
6. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 79°45'W longitude, north of Long Island;
7. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°15'N latitude and 79°00'W longitude, northeast of Long Island and southwest of Kuujjuaraapik and Whapmagoostui, Québec;
8. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik and Whapmagoostui, Québec;
9. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island;
10. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Salliquit Islands and west of the Nastapoka Islands;
11. thence north following 77°25'W longitude, coincident with the NSA, to a point at the intersection of 57°00'N latitude;

12. thence northwesterly, coincident with the NSA, to a point at the intersection of 57°40'N latitude and 78°00'W longitude;
13. thence north following 78°00'W longitude to a point at the intersection of 57°47'56"N latitude;
14. thence east following 57°47'56"N latitude, passing approximately one kilometer north of Cotter Island, as illustrated on Schedule 1c, to a point at the intersection with the boundary of Québec at approximate 76°58'45"W longitude;

thence in a general southerly direction following the boundary of Québec to the point of commencement.

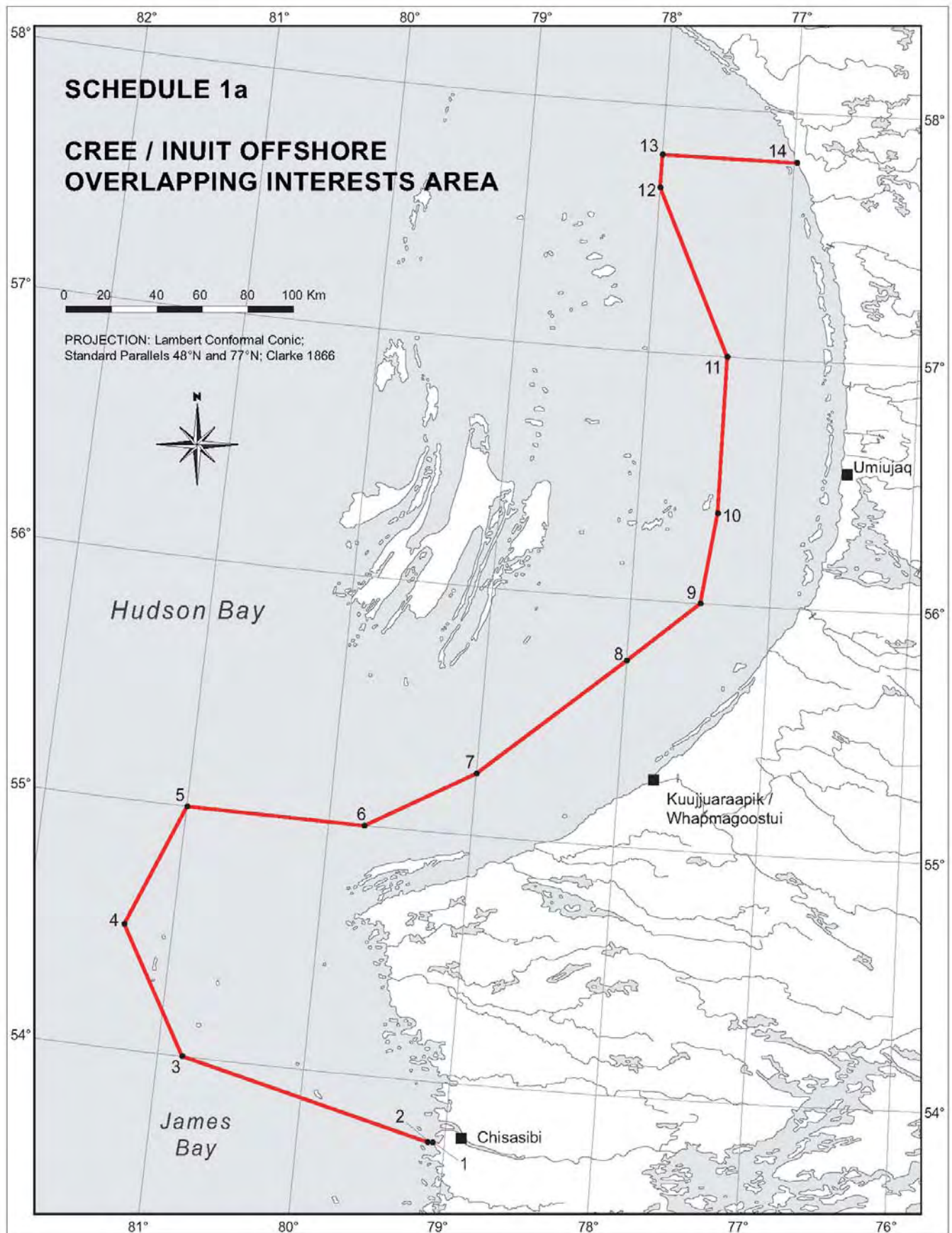
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

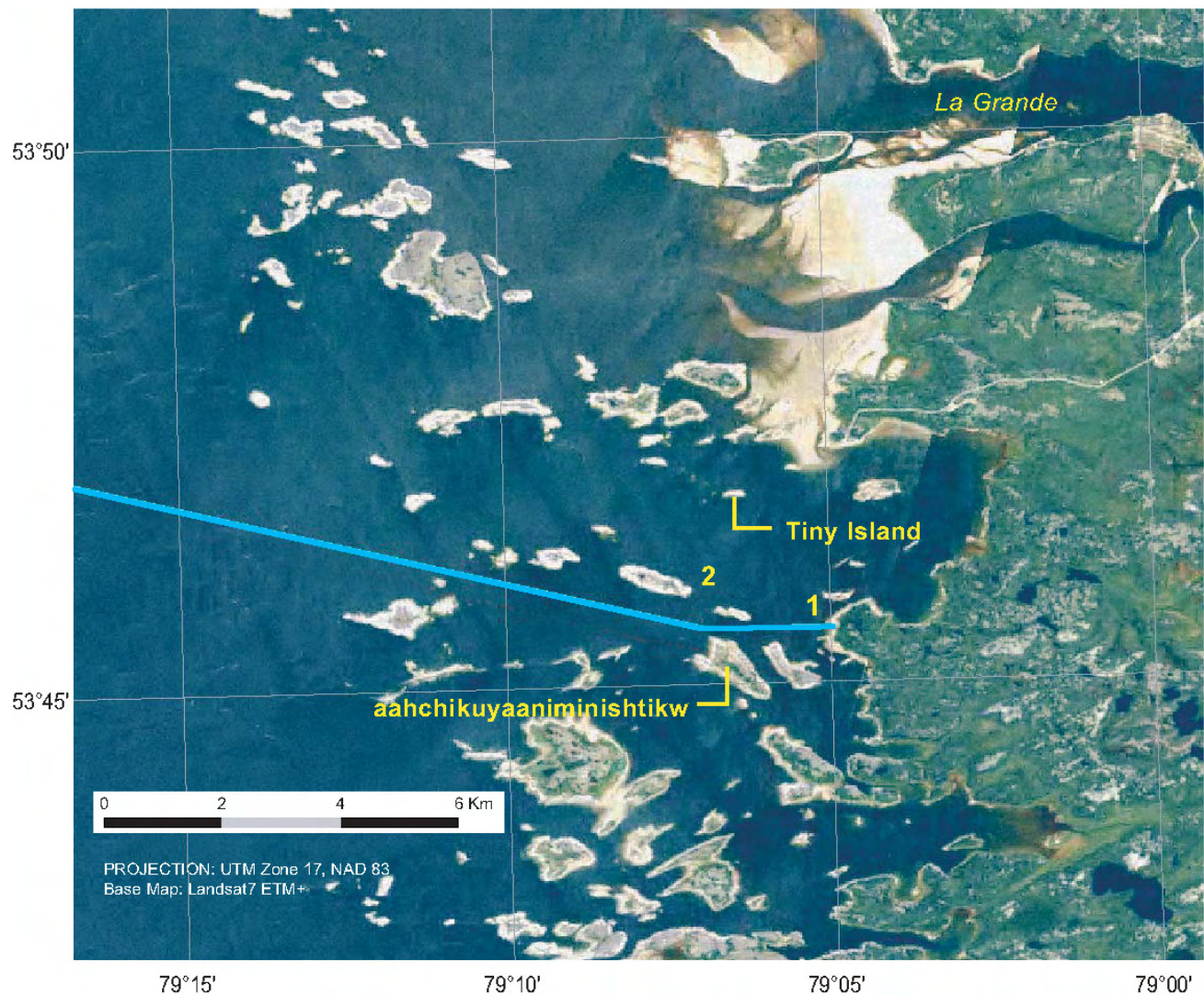
**SCHEDULE 1A -
MAP “CREE/INUIT OFFSHORE OVERLAPPING INTERESTS AREA”**



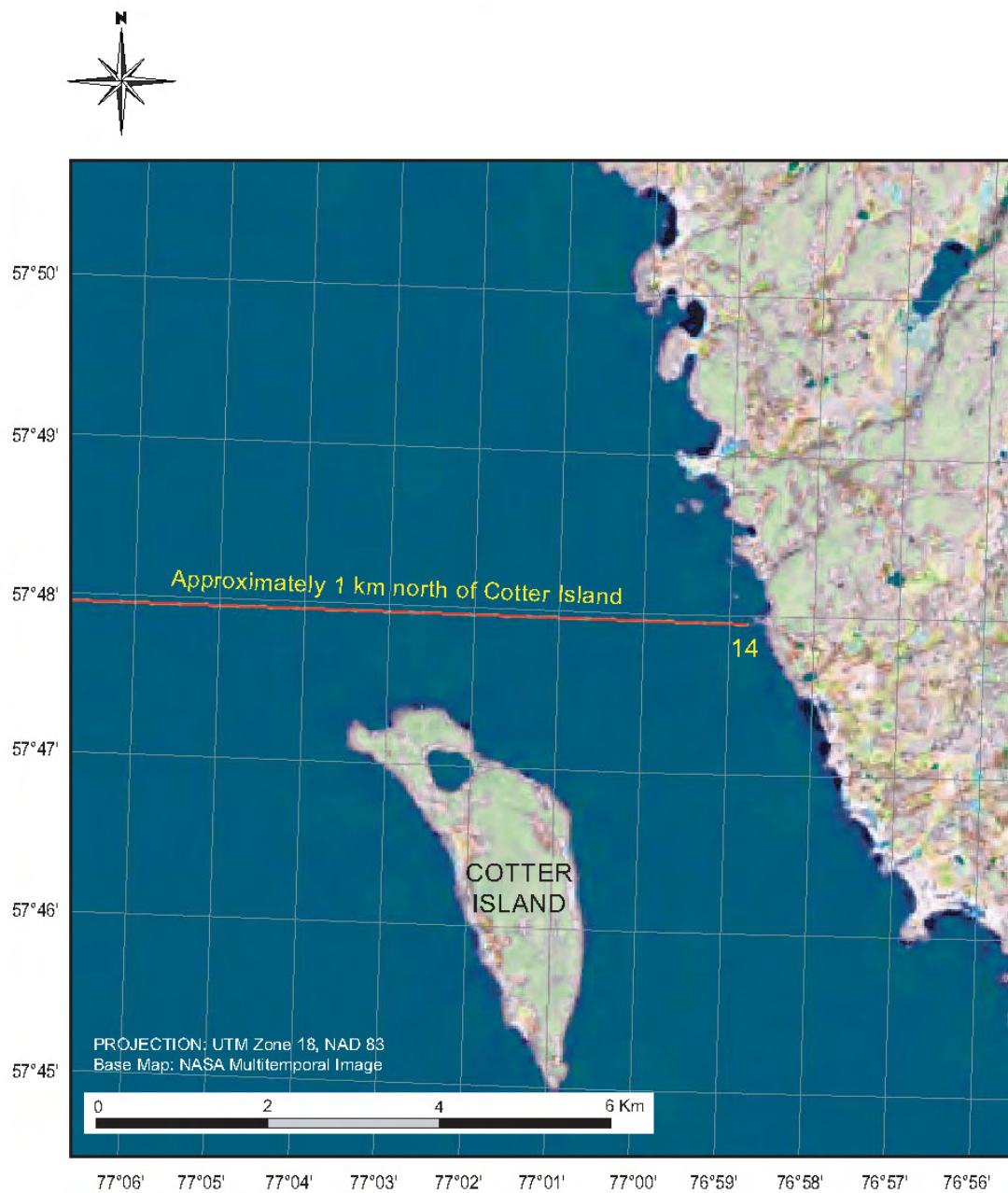
**SCHEDULE 1B -
MAP “SOUTHERN BOUNDARY OF THE CREE / INUIT
OFFSHORE OVERLAPPING INTERESTS AREA”**

SCHEDULE 1b

SOUTHERN BOUNDARY OF THE CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA



**SCHEDULE 1C -
MAP “NORTHERN BOUNDARY OF THE CREE / INUIT
OFFSHORE OVERLAPPING INTERESTS AREA”**

SCHEDULE 1c**NORTHERN BOUNDARY OF THE CREE / INUIT
OFFSHORE OVERLAPPING INTERESTS AREA**

**SCHEDULE 2 -
GEOGRAPHIC COORDINATES
OF THE JOINT INUIT / CREE ZONE**

The Joint Inuit/Cree Zone (Joint Zone), as illustrated on Schedule 2a, includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interests Area within the following boundary:

1. Commencing on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55"N latitude and approximate 79°45'00"W longitude, as illustrated on Schedule 2b;
2. thence northwesterly following the geodesic line to a point at the intersection of 54°46'N latitude and 80°00'W longitude, southwest of Long Island;
3. thence north following 80°00'W longitude to a point at the intersection of 55°00'N latitude, northwest of Long Island, being coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement;
4. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 79°45'W longitude, north of Long Island, for greater certainty being also point 6 of Schedule 1;
5. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°15'N latitude and 79°00'W longitude, northeast of Long Island and southwest of Kuujjuaraapik and Whapmagoostui, Québec, for greater certainty being also point 7 of Schedule 1;
6. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik and Whapmagoostui, Québec, for greater certainty being also point 8 of Schedule 1;
7. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island, for greater certainty being also point 9 of Schedule 1;
8. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Salliquit Islands and west of the Nastapoka Islands, for greater certainty being also point 10 of Schedule 1;
9. thence, coincident with the NSA, north following 77°25'W longitude to a point at the intersection of 56°43'12"N latitude, west of the Nastapoka Islands, for greater certainty being also point 4 of Schedule 4;
10. thence east, as illustrated in Schedule 2c, following 56°43'12"N latitude to a point at the intersection of 76°38'28"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 3 of Schedule 4;

11. thence southeasterly following a geodesic line between Taylor and Gillies Islands to a point at the intersection of 56°42'51"N latitude and 76°37'21"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 2 of Schedule 4;
12. thence east following 56°42'51"N latitude to a point at the intersection with the boundary of Québec south of Riviere Devaux, at approximate 76°32'10"W longitude, for greater certainty being also point 1 of Schedule 4;

thence in a general southerly direction following the boundary of Québec to the point of commencement.

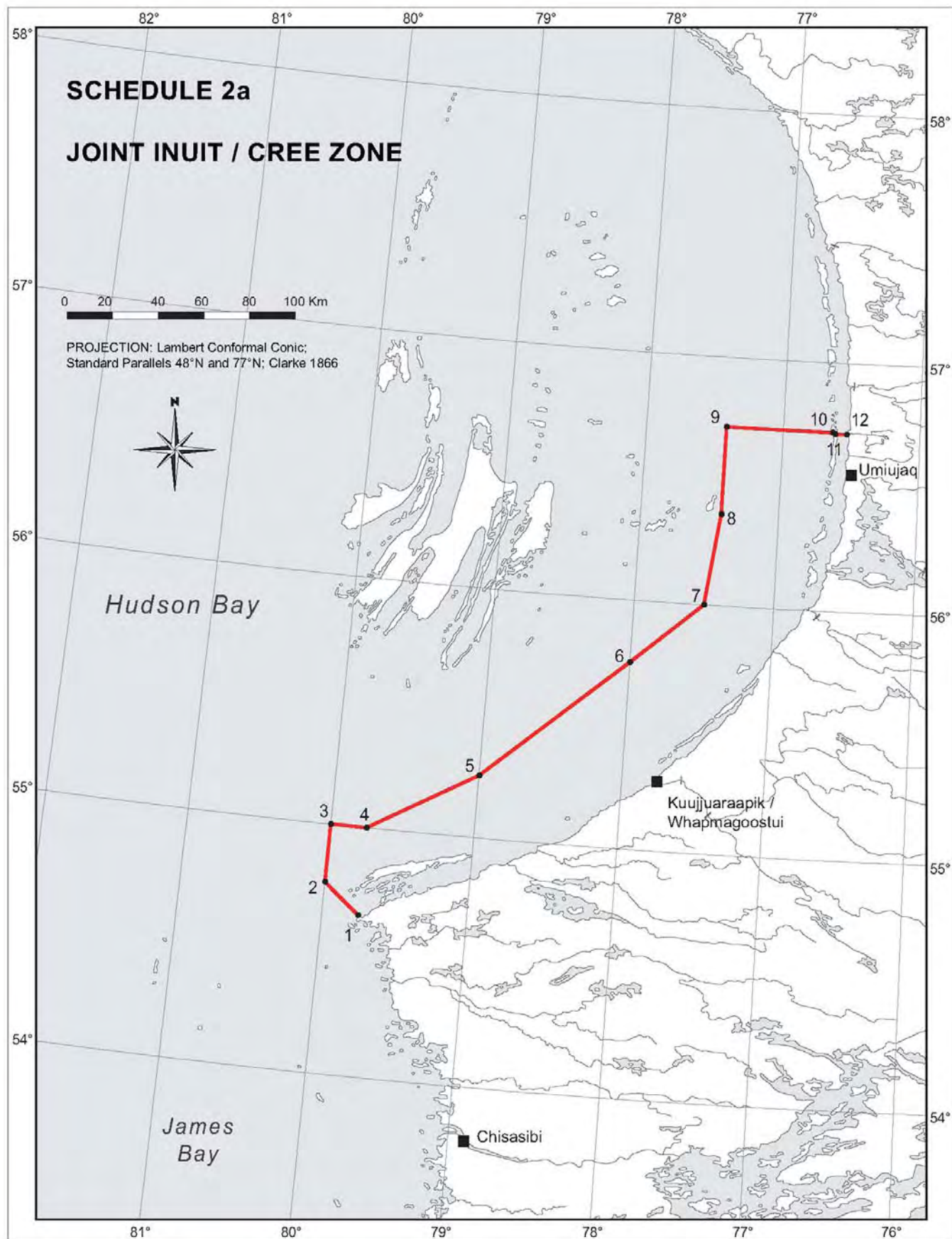
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

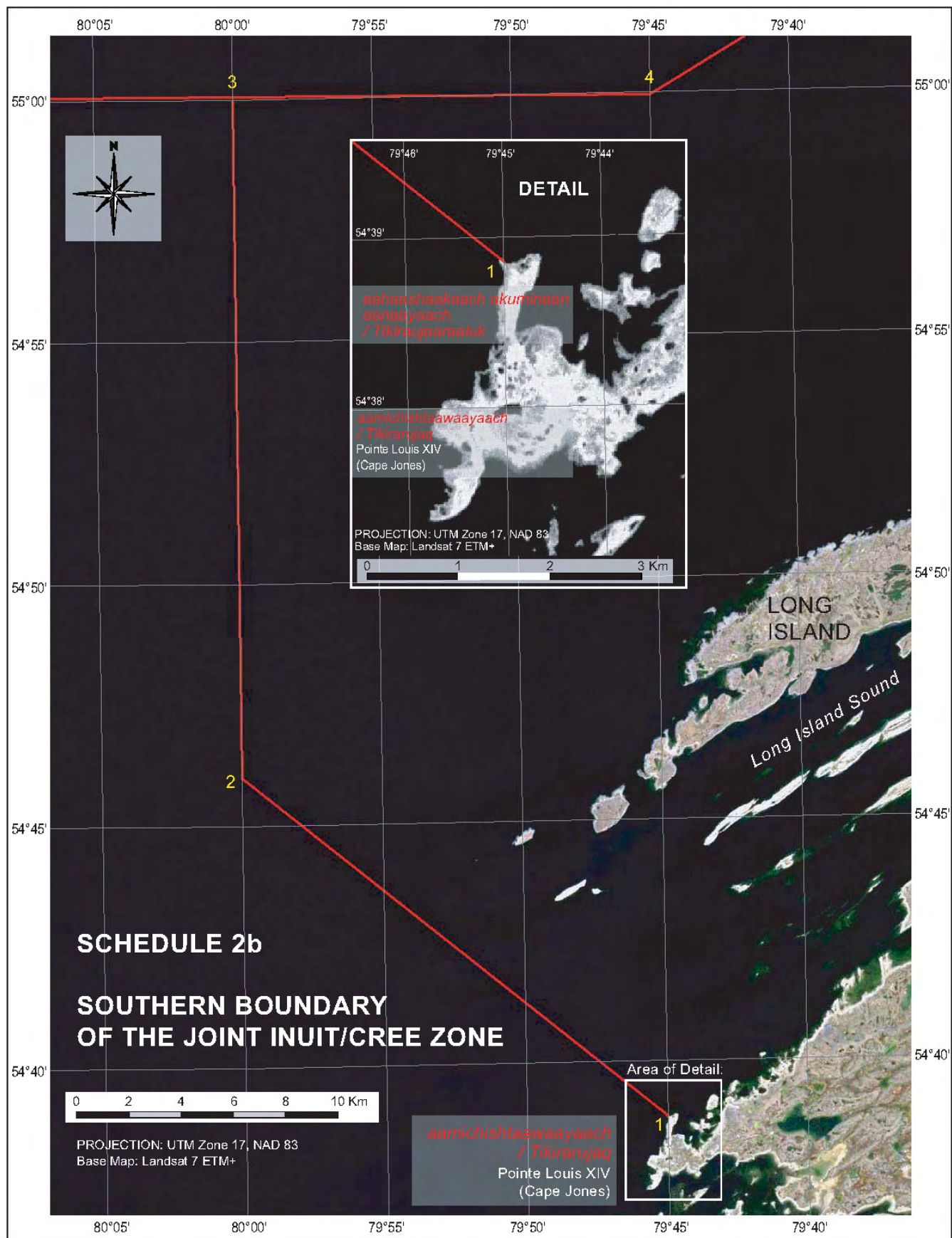
When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

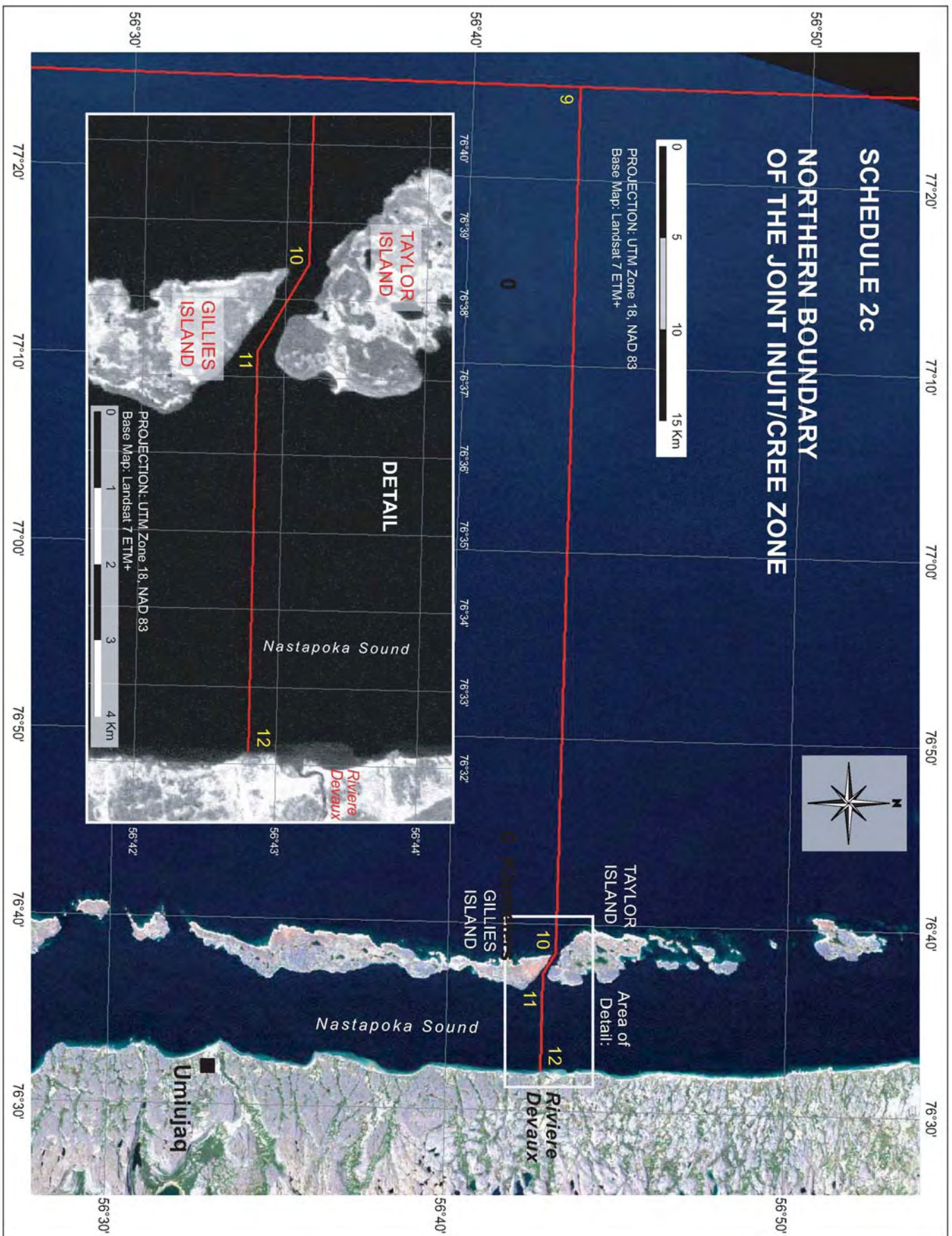
**SCHEDULE 2A -
MAP “JOINT INUIT / CREE ZONE”**



**SCHEDULE 2B -
MAP “SOUTHERN BOUNDARY OF THE JOINT INUIT / CREE ZONE”**



**SCHEDULE 2C -
MAP “NORTHERN BOUNDARY OF THE JOINT INUIT / CREE ZONE”**



SCHEDULE 3 - GEOGRAPHIC COORDINATES OF THE CREE ZONE

The Cree Zone, as illustrated on Schedule 3a, includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interests Area within the following boundary:

1. Commencing, as illustrated on Schedule 1b and Schedule 3a, on the boundary of Québec, south of Chisasibi, at the intersection of 53°45'31"N latitude and approximate 79°04'56"W longitude, for greater certainty being also point 1 of Schedule 1;
2. thence west following 53°45'31"N latitude to a point at the intersection of 79°06'55"W longitude, south of Tiny Island and north of locally known Aahchikuyaaniminishtikw Island, for greater certainty being also point 2 of Schedule 1;
3. thence northwesterly following the geodesic line to a point at the intersection of 54°00'N latitude and 80°50'W longitude, for greater certainty being also point 3 of Schedule 1;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30'N latitude and 81°20'W longitude, for greater certainty being also point 4 of Schedule 1;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement, for greater certainty being also point 5 of Schedule 1;
6. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 80°00'W longitude, northwest of Long Island, for greater certainty being point 3 of Schedule 2;
7. thence south along 80°00'W longitude to the intersection of 54°46'N latitude, southwest of Long Island, for greater certainty being point 2 of Schedule 2;
8. thence southeasterly, as illustrated on Schedule 2b, following the geodesic line to a point on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55"N latitude and approximate 79°45'00"W longitude; for greater certainty being point 1 of Schedule 2;

thence generally southerly following the boundary of Québec to the point of commencement.

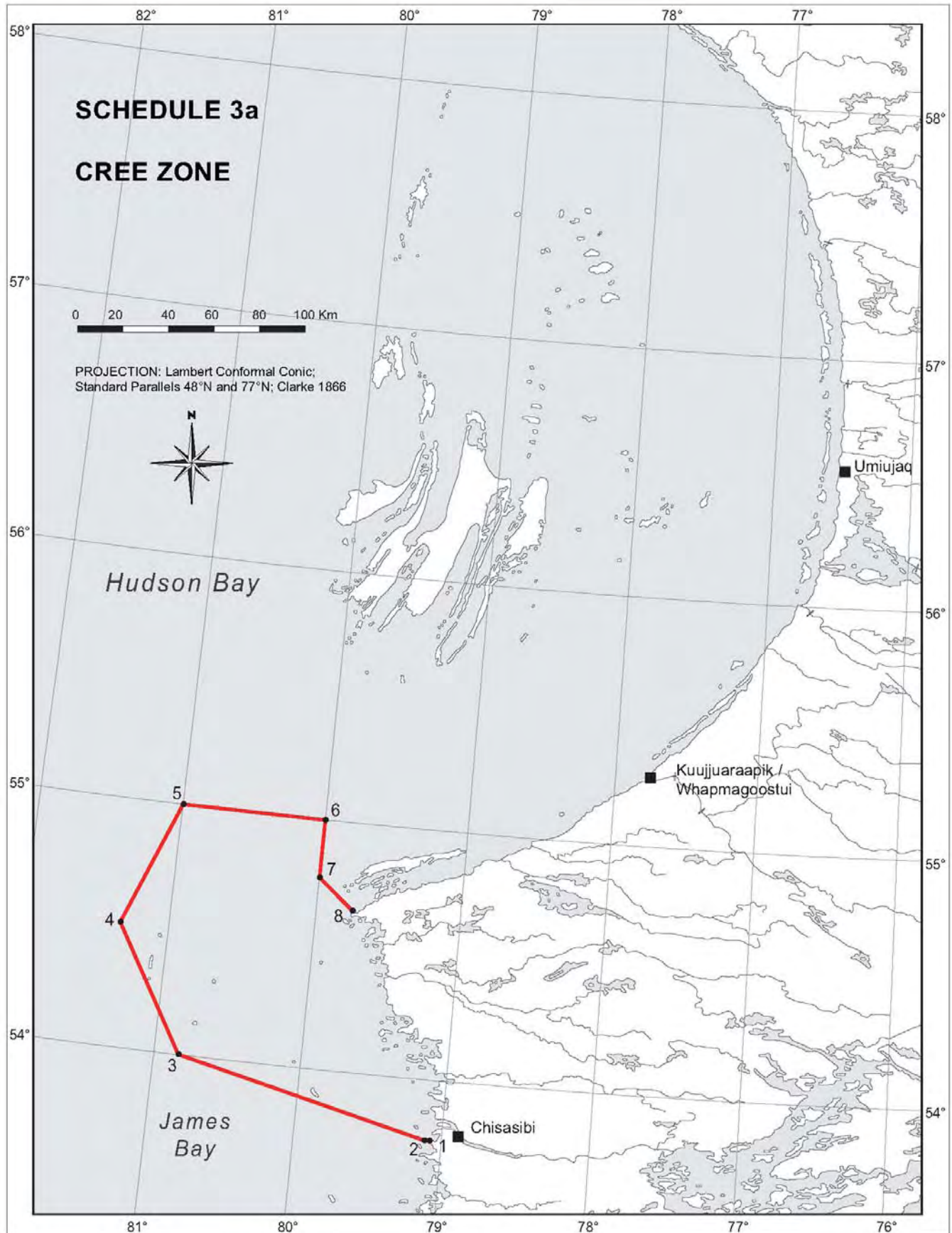
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

**SCHEDULE 3A -
MAP “CREE ZONE”**



SCHEDULE 4 - GEOGRAPHIC COORDINATES OF THE INUIT ZONE

The Inuit Zone, as illustrated on Schedule 4a, includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interests Area within the following boundary:

1. Commencing, as illustrated in Schedule 2c and Schedule 4a, on the boundary of Québec, south of Rivière Devaux, at the intersection of 56°42'51"N latitude and approximate 76°32'10"W longitude, for greater certainty being also point 12 of Schedule 2;
2. thence west following 56°42'51"N latitude to a point at the intersection with 76°37'21"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also coordinate point 11 of Schedule 2;
3. thence northwesterly following a geodesic line between Taylor and Gillies Islands to a point at the intersection of 56°43'12"N latitude and 76°38'28"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 10 of Schedule 2;
4. thence west following 56°43'12"N latitude to a point at the intersection of 77°25'W longitude, coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claim Agreement, west of the Nastapoka Islands, for greater certainty being also point 9 of Schedule 2;
5. thence north, coincident with the NSA, following 77°25'W longitude to a point at the intersection of 57°00'N latitude, southeast of the King George Islands and west of the Nastapoka Islands, for greater certainty being also point 11 of Schedule 1;
6. thence northwesterly, coincident with the NSA, to a point at the intersection of 57°40'N latitude and 78°00'W longitude, for greater certainty being also point 12 of Schedule 1;
7. thence north following 78°00'W longitude to a point at the intersection of 57°47'56"N latitude, for greater certainty being also point 13 of Schedule 1;
8. thence east following 57°47'56"N latitude, passing approximately one kilometer north of Cotter Island, as illustrated on Schedule 1c, to a point at the intersection with the boundary of Québec at approximate 76°58'45"W longitude, for greater certainty being also point 14 of Schedule 1;

thence in a general southerly direction following the boundary of Québec to the point of commencement.

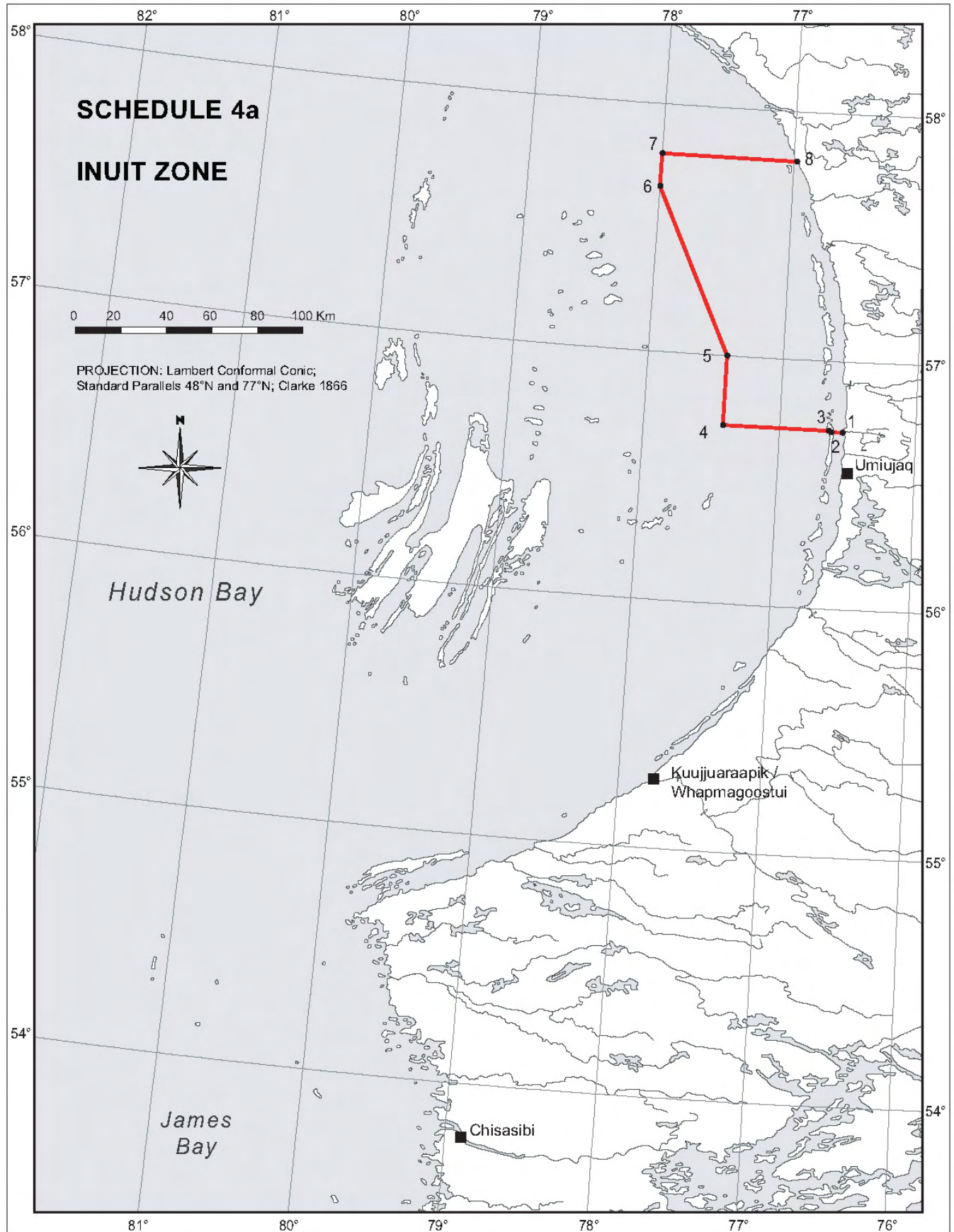
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

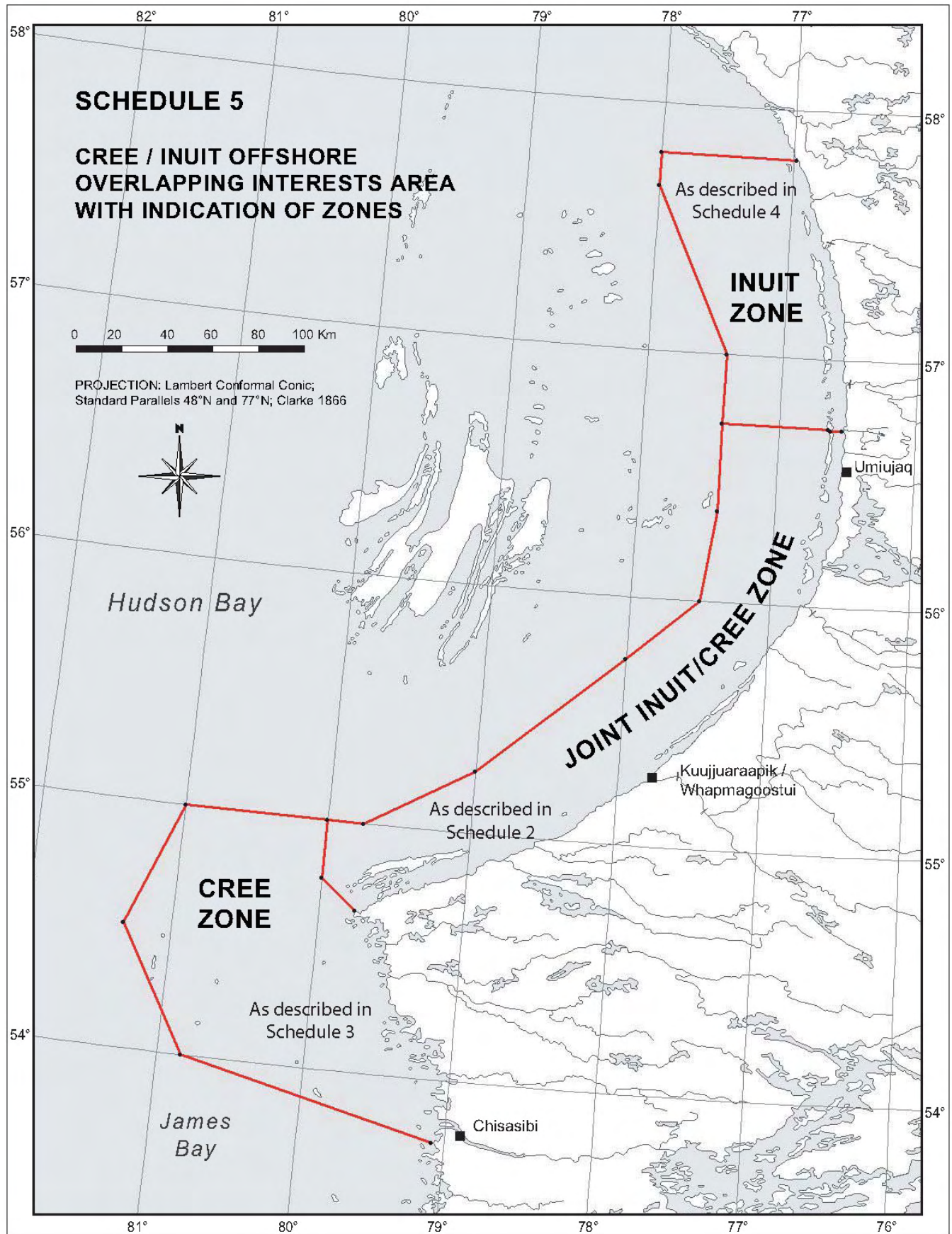
When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

**SCHEDULE 4A -
MAP “INUIT ZONE”**



**SCHEDULE 5 -
MAP “CREE / INUIT OFFSHORE OVERLAPPING
INTERESTS AREA WITH INDICATION OF ZONES”**



**SCHEDULE 6 -
LANDS SELECTED BY
NUNAVIK INUIT IN THE CREE ZONE**

As illustrated in Schedule 6a, the following lands are selected by Nunavik Inuit:

- A. Grass Island (Aamishkushiiunikaach) of which the center is located at approximately 53°47'50"N latitude and approximate 79°06'40"W longitude; and
- B. the lands bounded within the following coordinates:
1. 53°50'06"N latitude and 79°07'59"W longitude;
 2. 53°50'13"N latitude and 79°04'11"W longitude;
 3. 53°49'46"N latitude and 79°04'27"W longitude;
 4. 53°49'40"N latitude and 79°05'00"W longitude;
 5. 53°49'25"N latitude and 79°05'35"W longitude;
 6. 53°49'31"N latitude and 79°07'20"W longitude;
 7. 53°49'49"N latitude and 79°08'00"W longitude.

For greater certainty, included within the bounded area are the following named islands:

- Governor Island: the center of which is located at approximately 53°49'45"N latitude and approximately 79°06'00"W longitude (locally known as Uchimaaminishtikw);
- Sam Island: the center of which is located at approximately 53°50'00"N latitude and approximately 79°06'00"W longitude; and
- Seal Islands: the center of which is located at approximately 53°49'45"N latitude and approximately 79°07'30"W longitude (locally known as Aahchikuminishtikw).

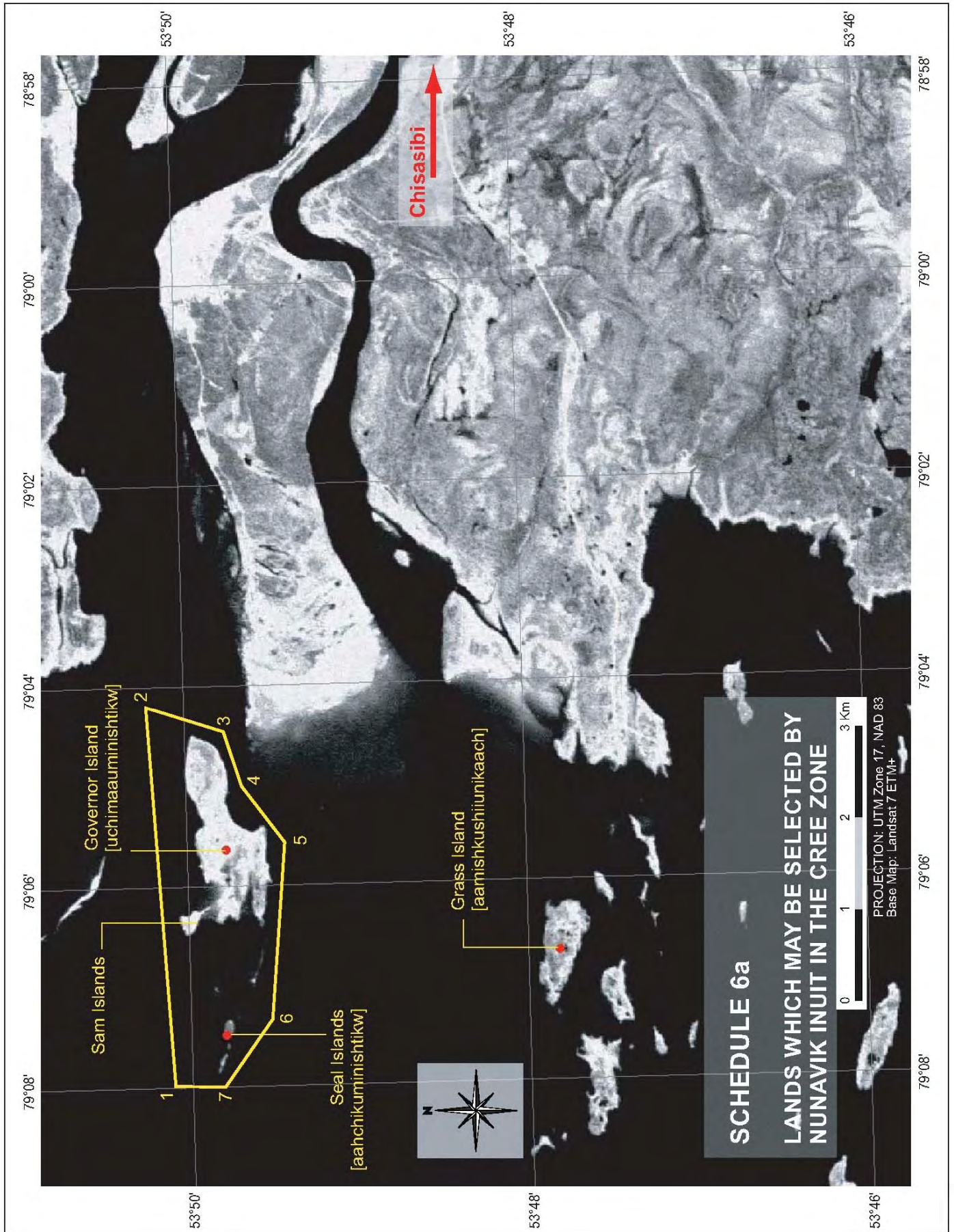
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

**SCHEDULE 6A -
MAP “LANDS SELECTED BY NUNAVIK INUIT IN THE CREE ZONE”**



ARTICLE 29

**NUNAVIK INUIT RIGHTS AND INTERESTS IN THE LABRADOR INUIT SETTLEMENT
AREA PORTION OF THE OVERLAP AREA**

PART 29.1: PREAMBLE

- 29.1.1 Whereas Canada agreed to resolve the claim of the Nunavik Inuit respecting Labrador and the area offshore Labrador;
- 29.1.2 Whereas Nunavik Inuit and Labrador Inuit have agreed that the area described in Schedule 29-1 is an overlap area;
- 29.1.3 Whereas Nunavik Inuit and Labrador Inuit have entered into an Agreement relating to the sharing of the Nunavik Inuit/Labrador Inuit Overlap Area (the Overlap Agreement); and
- 29.1.4 Whereas this article sets out rights of Nunavik Inuit in the Labrador Inuit Settlement Area portion of the overlap area.

PART 29.2: DEFINITIONS AND INTERPRETATION

- 29.2.1 In this article:

"archaeological activity" means physical activity carried out in the Labrador Inuit Settlement Area in connection with the discovery, recovery or field study of the remains of pre-contact and post-contact periods and includes an "archaeological investigation" as defined in the Historic Resources Act, RSNL 1990, c. H-4 and any activity that disturbs or may result in the disturbance of an archaeological site or archaeological material;

"archaeological material" means an object of archaeological importance, interest or significance found in whole or in part on or in land in the Labrador Inuit Settlement Area and includes an "archaeological object" as defined in the Historic Resources Act, RSNL 1990, c. H-4, but does not include Inuit cultural material;

"archaeological site" means land in the Labrador Inuit Settlement Area containing archaeological material or where an archaeological activity is conducted;

"carving stone" means soapstone and serpentinite that is suitable for carving purposes;

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"consult" means to provide:

- (a) to the person being consulted, notice of a matter to be decided in sufficient form and detail to allow that person to prepare its views on the matter;
- (b) a reasonable period of time in which the person being consulted may prepare its views on the matter, and an opportunity to present its views to the person obliged to consult; and
- (c) full and fair consideration by the person obliged to consult of any views presented;

"fish" includes:

- (a) parts of fish;
- (b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals; and
- (c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"harvest" means the reduction or attempted reduction of wildlife, plants, fish or aquatic plants into possession, and includes fishing, hunting, trapping, netting, egging, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method and, with reference to plants, includes wooding, cutting or digging or attempting to do so;

"Inuit cultural material" means any object from the Labrador Inuit Settlement Area, other than Archaeological Material, that is made, modified or used by humans and collected and documented for the interpretation and descriptive study of human culture and that is of cultural importance to Inuit or of value for the information it may give about contemporary, post-contact or pre-contact Inuit, but does not include Archival Records;

"Inuit domestic harvest level" means the quantity of a species or stock of fish or aquatic plant established in accordance with part 13.6 of the Labrador Inuit Land Claims Agreement;

"Inuit harvest level" means the quantity of a species or population of wildlife or plant established in accordance with part 12.4 of the Labrador Inuit Land Claims Agreement;

"Labrador Inuit" means the same as Inuit as defined in the Labrador Inuit Land Claims Agreement;

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“Labrador Inuit Settlement Area portion”, as described in Schedule 29-2, is the “Labrador portion” of the Overlap Agreement.

“Nunatsiavut Government” means the government established under the Labrador Inuit Constitution pursuant to subsection 17.3.3 (a) of the Labrador Inuit Land Claims Agreement;

“Nunavik Marine Region portion”, as described in Schedule 29-3, is the “Nunavik Marine portion” of the Overlap Agreement.

“plant” means any species of plant, other than an aquatic plant, that is wild by nature and all seeds, parts and products thereof and includes trees and wild plant species that have been planted or transplanted in the wild by humans;

“wildlife” means all species and populations of wild mammals, amphibians and birds and all parts and products thereof, but does not include fish;

“total allowable harvest” means the total quantity of a species or population of wildlife or plant that may be lawfully harvested.

PART 29.3: HARVESTING

- 29.3.1 Nunavik Inuit have the right to harvest wildlife, plants, fish and aquatic plants in the Labrador Inuit Settlement Area portion of the overlap area, as set out in this Article.
- 29.3.2 (a) Nunavik Inuit rights and obligations respecting the harvesting of wildlife and plants in the Labrador Inuit Settlement Area portion of the overlap area shall be the same as those of Labrador Inuit under Chapter 12 of the Labrador Inuit Land Claims Agreement except Nunavik Inuit do not have rights under sections 12.3.6, 12.3.7, 12.3.8, and parts 12.7, 12.8, 12.9, 12.10, 12.12 and 12.14 of the Labrador Inuit Land Claims Agreement.
- (b) Section 9.2.11 of the Labrador Inuit Land Claims Agreement shall apply to Nunavik Inuit harvesting under paragraph 29.3.2 (a) of this article.
- 29.3.3 In recommending any Inuit harvest level for a species or population of wildlife or plant in the Labrador Inuit Settlement Area portion of the overlap area under section 12.4.5 of the Labrador Inuit Land Claims Agreement, the Nunatsiavut Government shall take into account historic and current harvesting of that species or population by Nunavik Inuit and Labrador Inuit.
- 29.3.4 Nunavik Inuit shall determine with Labrador Inuit how to allocate any established Inuit harvest level for a species or population of wildlife or plant between Labrador Inuit and Nunavik Inuit. Their joint determination shall be provided to the Nunatsiavut Government. Any allocations under this section shall not exceed the

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Inuit harvest level established for that species or population of wildlife or plant.

- 29.3.5 Nunavik Inuit and Labrador Inuit have the right to share the right to harvest set out in sections 12.3.6 and 12.3.7 of the Labrador Inuit Land Claims Agreement and section 5.3.7 of this Agreement, subject to any applicable obligations, in the Labrador Inuit Settlement Area portion of the overlap area and the Nunavik Marine Region portion of the overlap area. The harvest shall not exceed the total allowable harvest or total allowable take within either of those overlap areas.
- 29.3.6 (a) Nunavik Inuit rights and obligations respecting the harvesting of fish and aquatic plants in the Labrador Inuit Settlement Area portion of the overlap area shall be the same as those of Labrador Inuit under Chapter 13 of the Labrador Inuit Land Claims Agreement except Nunavik Inuit do not have rights under Parts 13.9, 13.10, 13.11, 13.12, 13.13 and 13.14 of the Labrador Inuit Land Claims Agreement.
- (b) Section 9.2.11 of the Labrador Inuit Land Claims Agreement shall apply to Nunavik Inuit harvesting under paragraph 29.3.6 (a) of this Agreement.
- 29.3.7 Nunavik Inuit shall determine with Labrador Inuit how to allocate any established Inuit domestic harvest level between Labrador Inuit and Nunavik Inuit. Their joint determination shall be provided to the Nunatsiavut Government. Any allocations under this section shall not exceed the Inuit domestic harvest level established for that species or population.
- 29.3.8 In recommending any Inuit domestic harvest level for a species or stock of fish or aquatic plant in the Labrador Inuit Settlement Area portion of the overlap area under section 13.6.4 of the Labrador Inuit Land Claims Agreement, the Nunatsiavut Government shall take into account historic and current harvesting of that species or stock by Nunavik Inuit and Labrador Inuit.
- 29.3.9 In recommending a basic needs level or adjusted basic needs level for a stock, species or population of wildlife in the Nunavik Marine Region portion of the Overlap Area under section 5.2.3, the Nunavik Marine Region Wildlife Board shall take into account historic and current harvesting of that stock, species or population by Nunavik Inuit and Labrador Inuit.

PART 29.4: CARVING STONE

- 29.4.1 Nunavik Inuit have the right to extract carving stone in the Labrador Inuit Settlement Area portion of the overlap area. Notwithstanding section 4.6.9 of the Labrador Inuit Land Claims Agreement, Labrador Inuit have agreed to share the right to extract carving stone in the Labrador Inuit Settlement Area portion of the overlap area. The rights and obligations of Nunavik Inuit shall be the same as those of the Labrador Inuit under sections 4.6.9 and 9.2.13 of the Labrador Inuit Land Claims Agreement.

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- 29.4.2 The Nunavik Inuit right to extract carving stone under section 29.4.1 includes the right to remove and transport carving stone from Labrador to Quebec.

PART 29.5: NATIONAL PARKS

- 29.5.1 Prior to completion of the Nunavik Inuit Land Claims Agreement, Nunavik Inuit and Parks Canada Agency shall negotiate a park impacts and benefits agreement for the Torngat Mountains National Park Reserve of Canada. The park impacts and benefits agreement shall address the matters set out in section 9.2.2 of the Labrador Inuit Land Claims Agreement. The Nunavik Inuit park impacts and benefits agreement shall be designed to provide Nunavik Inuit with opportunities comparable to the Labrador Inuit in respect of business, hiring and participation in management related to the Torngat Mountains National Park Reserve of Canada.
- 29.5.2 Nunavik Inuit and Parks Canada Agency shall attempt to harmonize any Nunavik Inuit park impacts and benefits agreement for the Torngat Mountains National Park Reserve of Canada with the Labrador Inuit Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada.
- 29.5.3 A Nunavik Inuit park impacts and benefits agreement shall not form part of the Nunavik Inuit Land Claims Agreement, is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

PART 29.6: ARCHAEOLOGICAL RESOURCES

- 29.6.1 Where archaeological sites, archaeological materials and Inuit cultural materials are determined by Nunavik Inuit and Labrador Inuit to be those of Nunavik Inuit, or of both Nunavik Inuit and Labrador Inuit, Nunavik Inuit shall have the same rights and obligations as Labrador Inuit with respect to the treatment of archaeological materials, archaeological sites and Inuit cultural materials in the Labrador Inuit Settlement Area portion of the overlap area.
- 29.6.2 Upon receipt of an application for a permit to conduct archaeological activities in the Torngat Mountains National Park Reserve of Canada, Parks Canada Agency, as the permitting authority, shall forward a copy of the application to Makivik Corporation as soon as practicable.
- 29.6.3 Prior to issuing a permit to conduct archaeological activity in the Torngat Mountains National Park Reserve of Canada, Parks Canada Agency, as the permitting authority, shall consult Makivik Corporation about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.

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PART 29.7: INUIT BURIAL SITES, HUMAN REMAINS AND SITES OF RELIGIOUS OR SPIRITUAL SIGNIFICANCE

- 29.7.1 Nunavik Inuit shall provide Parks Canada Agency with a list of known Nunavik Inuit burial sites and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area. Such list shall be provided by the effective date of the Nunavik Inuit Land Claims Agreement and may be amended or supplemented by Makivik Corporation which shall then provide the list, as amended or supplemented, to Parks Canada Agency.
- 29.7.2 Nunavik Inuit shall have the same rights and obligations as Labrador Inuit with respect to the treatment of human remains and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area where such human remains or sites of religious or spiritual significance have been determined by Nunavik Inuit and Labrador Inuit to be of Nunavik Inuit origin.

PART 29.8: PLACE NAMES

- 29.8.1 Canada shall consult Nunavik Inuit with respect to place names in the Labrador Inuit Settlement Area portion of the overlap area in the same manner as Labrador Inuit are consulted under part 16.4 of the Labrador Inuit Land Claims Agreement.

PART 29.9: AMENDMENT

- 29.9.1 Canada shall not agree, without the consent of the Nunavik Inuit, to any amendment of the Labrador Inuit Land Claims Agreement that would affect the rights of Nunavik Inuit in the Labrador Inuit Settlement Area portion of the overlap area. For greater certainty, the Labrador Inuit Settlement Area portion of the Overlap Area may not be amended without the consent of the Nunavik Inuit.

SCHEDULE 29-1

**GEOGRAPHIC COORDINATES OF THE NUNAVIK INUIT/LABRADOR INUIT
OVERLAP AREA WITHIN NILCA**

In the event of a discrepancy between the descriptions of this Schedule and the illustrative map of Schedule 29-1a, this Schedule shall prevail.

The Nunavik Inuit / Labrador Inuit Overlap Area is bounded within the following:

1. Commencing at the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec on the southern shore of McLellan Strait;
2. Thence westerly and southerly along the boundary of Quebec to the intersection of 66°21'40"W longitude at Cap Naujaat, at approximate 58°51'10"N latitude;
3. Thence northerly, following the geodesic line, to a point offshore northeast of Sallijukak Islet and northwest of Beacon Island at the intersection of 59°00'30"N latitude and 66°21'45"W longitude;
4. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°10'20"N latitude and 66°14'05"W longitude;
5. Thence northerly, following the geodesic line, to a point at the intersection of 59°17'45"N latitude and 66°13'40"W longitude;
6. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°25'30"N latitude and 66°04'45"W longitude;
7. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°29'15"N latitude and 65°58'20"W longitude;
8. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°34'55"N latitude and 65°54'30"W longitude;
9. Thence northwesterly, following the geodesic line, to a point at the intersection of 59°44'50"N latitude and 65°57'10"W longitude;
10. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°49'05"N latitude and 65°53'25"W longitude;
11. Thence northeasterly, following the geodesic line, to a point at the intersection of 60°05'50"N latitude and 65°29'45"W longitude;

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12. Thence northeasterly, following the geodesic line, to a point at the intersection of 60°24'30"N latitude and 65°13'55"W longitude;
13. Thence northerly, following the geodesic line, to a point at the intersection of 60°34'10"N latitude and 65°11'45"W longitude;
14. Thence northeasterly, following the geodesic line, to a point northwest of the Button Islands at the intersection of 60°45'00"N latitude and 64°57'45"W longitude;
15. Thence east along 60°45'00"N latitude to the intersection with a line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the *Oceans Act*;
16. Thence in a general southerly direction following the line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the *Oceans Act* to the intersection of that limit with 58°30'45"N latitude;
17. Thence westerly, following the geodesic line, to a point south of Big Island at the intersection of 58°30'45"N latitude and 62°38'20"W longitude;
18. Thence westerly, following the geodesic line, to a point southeast of Rose Island at the intersection of 58°30'20"N latitude and 62°53'55"W longitude;
19. Thence southwesterly, following the geodesic line, to a point southwest of Upernavik Island at the intersection of 58°28'10"N latitude and 62°59'45"W longitude;
20. Thence northwesterly, following the geodesic line, to a point southwest of Branagin Island at the intersection of 58°29'25"N latitude and 63°11'00"W longitude;
21. Thence westerly, following the geodesic line, to point NP1 as illustrated in Canada Lands Survey Record 89784, dated February 01, 2005 and recorded in the Crown Land Office, St. John's, Newfoundland and Labrador under No. SP369;
22. Thence southwesterly and northwesterly following the surveyed line to point NP13, as illustrated on Canada Lands Survey Record 89784;

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23. Thence northwesterly, extending the line from NP13 through NP14 to a point where it intersects the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec;

Thence northerly following said Jurisdictional Boundary to the point of commencement.

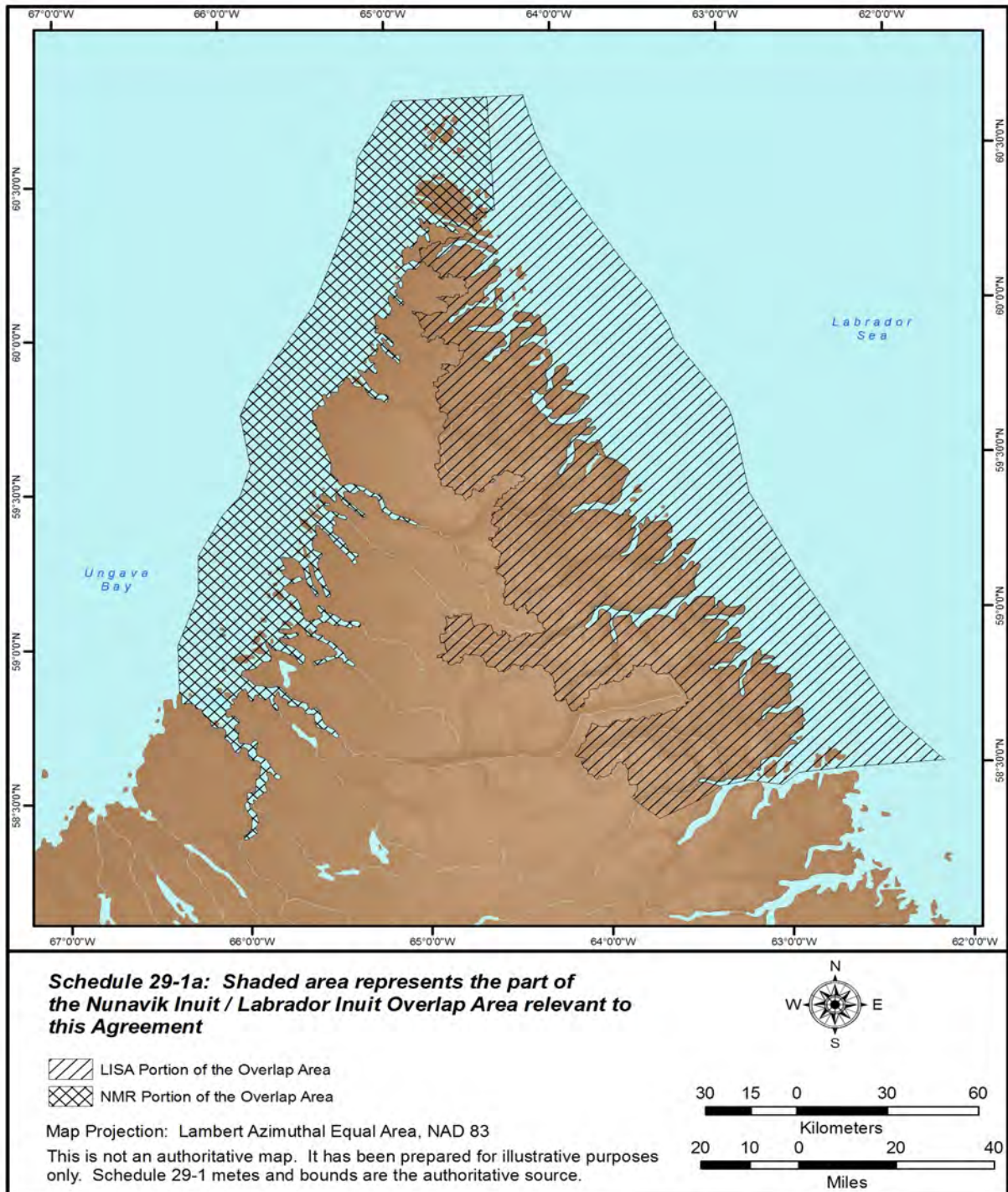
The Nunavik Inuit / Labrador Inuit Overlap Area, includes all the marine area, islands, lands and waters within the bounded area excluding the following:

1. As illustrated in the Detail B, C and D of the descriptive map plan prepared by the Department of Natural Resources Canada, Canada Lands Survey Record 89788, dated November 15, 2004 and recorded in the Land Registry Office at St John's, Newfoundland and Labrador under Number SP 367:

Detail B:	Parcel 98-1 and Parcel "LAB 1"
Detail C:	Labrador Inuit Lands parcel LIL-01
Detail D:	Parcels A, B, C and D.
2. Water Lot WL-01, for greater certainty being that lot adjacent to LIL-01.

For greater certainty, all coordinates are in reference to the North American Datum 1983 (NAD 83).

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SCHEDULE 29-2

**GEOGRAPHIC COORDINATES OF THE LABRADOR INUIT SETTLEMENT AREA
PORTION OF THE OVERLAP AREA**

In the event of a discrepancy between the descriptions of this Schedule and the illustrative map of Schedule 29-1a, this Schedule shall prevail.

The Labrador Inuit Settlement Area portion of the Overlap Area (the LISA Portion as illustrated on Schedule 29-1a), is bounded within the following:

1. Commencing on Killiniq Island at the intersection of the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Territory of Nunavut at the shoreline of Cape Chidley;
2. Thence northeasterly in a straight line to the point offshore at 60°23'N latitude and 64°24'W longitude;
3. Thence northerly in a straight line to the point offshore at 60°45'00"N latitude and 64°24'W longitude;
4. Thence proceeding east along 60°45'00"N latitude to the intersection with a line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the Oceans Act;
5. Thence in a general southerly direction following the line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the Oceans Act to the intersection of that limit with 58°30'45"N latitude;
6. Thence westerly, following the geodesic line, to a point south of Big Island at the intersection of 58°30'45"N latitude and 62°38'20"W longitude;
7. Thence westerly, following the geodesic line, to a point southeast of Rose Island at the intersection of 58°30'20"N latitude and 62°53'55"W longitude;
8. Thence southwesterly, following the geodesic line, to a point southwest of Upernavik Island at the intersection of 58°28'10"N latitude and 62°59'45"W longitude;
9. Thence northwesterly, following the geodesic line, to a point southwest of Branagin Island at the intersection of 58°29'25"N latitude and 63°11'00"W longitude;

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10. Thence westerly, following the geodesic line, to point NP1 as illustrated in Canada Lands Survey Record 89784, dated February 01, 2005 and recorded in the Crown Land Office, St. John's, Newfoundland and Labrador under No. SP369;
11. Thence southwesterly and northwesterly following the surveyed line to point NP13, as illustrated on Canada Land Survey Records 89784;
12. Thence northwesterly, extending the line from NP13 through NP14 to a point where it intersects the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec;
13. Thence in a general northerly direction following said Jurisdictional Boundary to the intersection with the southern shoreline of McLelan Strait;
14. Thence northeasterly to the intersection point of the Jurisdictional Boundary of the Province of Newfoundland and Labrador and Nunavut Territory with the northern shoreline of McLelan Strait on Killiniq Island;

Thence in a general northerly direction following said Jurisdictional Boundary to the point of commencement.

The Labrador Inuit Settlement Area portion of the Overlap Area, includes all the marine area, islands, lands and waters within the bounded area excluding the following:

1. As illustrated in the Detail B, C and D of the descriptive map plan prepared by the Department of Natural Resources Canada, Canada Lands Survey Record 89788, dated November 15, 2004 and recorded in the Land Registry Office at St John's, Newfoundland and Labrador under Number SP 367:

Detail B:	Parcel 98-1 and Parcel "LAB 1"
Detail C:	Labrador Inuit Lands parcel LIL-01
Detail D:	Parcels A, B, C and D.

2. Water Lot WL-01, for greater certainty being that lot adjacent to LIL-01.

For greater certainty, all coordinates are in reference to the North American Datum 1983 (NAD 83).

SCHEDULE 29-3

**GEOGRAPHIC COORDINATES OF THE
NUNAVIK MARINE REGION PORTION
OF THE OVERLAP AREA**

In the event of a discrepancy between the descriptions of this Schedule and the illustrative map of Schedule 29-1a, this Schedule shall prevail.

The Nunavik Marine Region portion of the Overlap Area (the NMR Portion as illustrated on Schedule 29-1a), includes all the Nunavut marine area, islands, lands and waters bounded within the following:

1. Commencing at the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec on the southern shore of McLellan Strait;
2. Thence westerly and southerly along the boundary of Quebec to the intersection of 66°21'40"W longitude at Cap Naujaat, at approximate 58°51'10"N latitude;
3. Thence northerly, following the geodesic line, to a point offshore northeast of Sallijukak Islet and northwest of Beacon Island at the intersection of 59°00'30"N latitude and 66°21'45"W longitude;
4. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°10'20"N latitude and 66°14'05"W longitude;
5. Thence northerly, following the geodesic line, to a point at the intersection of 59°17'45"N latitude and 66°13'40"W longitude;
6. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°25'30"N latitude and 66°04'45"W longitude;
7. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°29'15"N latitude and 65°58'20"W longitude;
8. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°34'55"N latitude and 65°54'30"W longitude;
9. Thence northwesterly, following the geodesic line, to a point at the intersection of 59°44'50"N latitude and 65°57'10"W longitude;

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10. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°49'05"N latitude and 65°53'25"W longitude;
11. Thence northeasterly, following the geodesic line, to a point at the intersection of 60°05'50"N latitude and 65°29'45"W longitude;
12. Thence northeasterly, following the geodesic line, to a point at the intersection of 60°24'30"N latitude and 65°13'55"W longitude;
13. Thence northerly, following the geodesic line, to a point at the intersection of 60°34'10"N latitude and 65°11'45"W longitude;
14. Thence northeasterly, following the geodesic line, to a point northwest of the Button Islands at the intersection of 60°45'00"N latitude and 64°57'45"W longitude;
15. Thence east along 60°45'00"N latitude to the intersection of 64°24'W longitude, northeast of the Button Islands, being a point coincident with the Labrador Inuit Settlement Area, as defined in the Land Claims Agreement Between the Inuit of Labrador and Her Majesty the Queen In Right Of Newfoundland and Labrador and Her Majesty The Queen In Right Of Canada;

Thence southerly and southwesterly, coincident with the Labrador Inuit Settlement Area, to the point of commencement.

For greater certainty, all coordinates are in reference to the North American Datum 1983 (NAD 83).

ARTICLE 30

**COMMERCIAL FISHING AND AQUATIC PLANT GATHERING OFFSHORE
LABRADOR**

PART 30.1: DEFINITIONS

30.1.1 ***“area adjacent to the fishing area”*** means those Canadian fisheries waters within that portion of Northwest Atlantic Fisheries Organization Division 2G above the 58th parallel adjoining and lying due east of the fishing area as illustrated on Schedule 30-3.

“fishing area” means that portion of Northwest Atlantic Fisheries Organization Division 2G above the 58th parallel extending between 12 and 40 nautical miles from the limit as defined in the *Territorial Sea Geographical Coordinates Order* pursuant to the *Oceans Act*, as amended from time to time as illustrated on Schedule 30-3.

PART 30.2: COMMERCIAL FISHING AND AQUATIC PLANT GATHERING

30.2.1 Subject to section 30.2.8, if in any calendar year after the effective date of this Agreement, the Minister decides to issue more commercial fishing licences for scallops, Atlantic salmon and arctic char in the fishing area than the number available for issuance in the year of this Agreement, the Minister shall offer to issue 10% of the additional licences to Nunavik Inuit.

30.2.2 Subject to section 30.2.8, if in any calendar year after the effective date of this Agreement, the Minister decides to issue more commercial fishing licences to fish in the fishing area for species or stock of fish listed in schedule 30-1 than the number available for issuance in the year of this Agreement, the Minister shall offer to issue 10% of the additional licences to Nunavik Inuit.

30.2.3 Subject to section 30.2.8, if in any calendar year after the effective date of this Agreement, the Minister decides to issue more commercial fishing licences to fish for species or stock of fish listed in schedule 30-2 in that area adjacent to the fishing area than the number available for issuance in the year of this Agreement, the Minister shall offer to issue 10% of the additional licences to Nunavik Inuit.

30.2.4 Subject to section 30.2.8, if after the effective date of this Agreement the Minister decides to issue commercial fishing licences to fish in the fishing area for a species or stock of fish listed in schedule 30-1 that was not subject to commercial licensing on the effective date of this Agreement, the Minister shall offer 10% of the licences to Nunavik Inuit.

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- 30.2.5 Subject to section 30.2.8, if after the effective date of this Agreement the Minister decides to issue commercial fishing licences to fish in the area adjacent to the fishing area for a species or stock of fish listed in schedule 30-2 that was not subject to commercial licensing on the effective date of this Agreement, the Minister shall offer to issue 10% of the licences to Nunavik Inuit.
- 30.2.6 If in any calendar year after the effective date of this Agreement, the Minister decides to issue more commercial fishing licences to fish for shrimp in the area adjacent to the fishing area than the number available for issuance in the year of this Agreement, the Minister shall offer access to Nunavik Inuit through an additional commercial fishing licence issued to Nunavik Inuit or by some other means to 8.8% of the quantity available to be harvested under those licences.
- 30.2.7 Subject to section 30.2.8, if after the effective date of this Agreement, the Minister decides to issue commercial licences to harvest in the fishing area and the area adjacent to the fishing area an aquatic plant that was not subject to commercial licensing on the effective date of this Agreement, the Minister shall offer to issue 10% of the licences to Nunavik Inuit.
- 30.2.8 If the system for allocating commercial opportunities in relation to a species or stock of fish or aquatic plant changes from the system existing on the effective date of this Agreement, the Minister shall offer to Nunavik Inuit participation under the new system that is at least as favourable as that set out under sections 30.2.1 through 30.2.7 in relation to that species or stock of fish or aquatic plant.
- 30.2.9 Nothing in this part prevents the Minister from continuing to issue commercial fishing licences available for issuance on the effective date of this Agreement.
- 30.2.10 All licences issued to Makivik under this part shall be subject to laws of general application governing any other similar licence.
- 30.2.11 For purposes of calculating the number of licences available for issuance in sections 30.2.1, 30.2.2, 30.2.3 and 30.2.6, a licence is deemed to be available for issuance if a person is eligible to be issued the licence in accordance with the then existing federal policy for the issuance of commercial fishing licences.

SCHEDULE 30-1

GREY SEAL	WOLF FISH
HARP SEAL	BROOK TROUT
RINGED SEAL	LAKE TROUT
HARBOUR SEAL	OUANANICHE
HOODED SEAL	NORTHERN PIKE
BEARDED SEAL	WHITEFISH
WALRUS	LANDLOCKED CHAR
CLAM	BURBOT
MUSSEL	SKATE
SQUID	SUCKERS
WHELK	SHARK
SHRIMP	ARCTIC COD (POLAR COD)
SEA URCHIN	GRENADIER
SEA CUCUMBER	ATLANTIC HALIBUT
STAR FISH	FLOUNDER
LUMP FISH	SOLE
ROCK COD	PLAICE
TOM COD	REDFISH
SCULPIN	ROCK CRAB
SMELT	TOAD CRAB
CAPELIN	SNOW CRAB
EEL	PORCUPINE CRAB
SAND LANCE	STONE CRAB
MACKEREL	SPINY CRAB
HERRING	SEA TROUT
	GREENLAND HALIBUT (TURBOT)

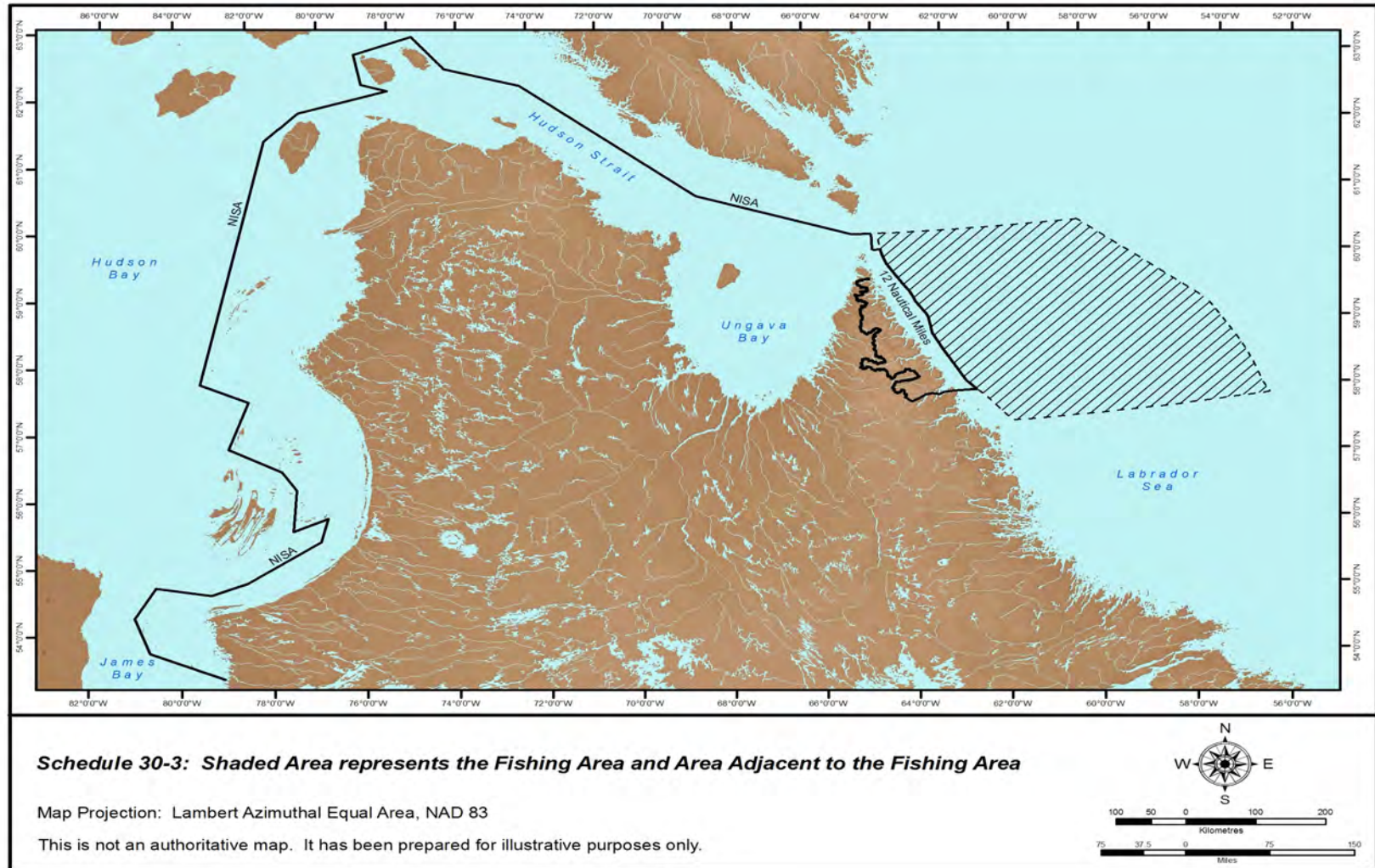
The list in this schedule is subject to the addition of further species or stocks of Fish as agreed to by Makivik and the Minister.

SCHEDULE 30-2

HARP SEAL
HOODED SEAL
TOAD CRAB
SNOW CRAB
SEA CUCUMBER
SAND LANCE
WOLF FISH
PORCUPINE CRAB
SHARK
ARCTIC COD (POLAR COD)
GRENADIER
ATLANTIC HALIBUT
FLOUNDER
SOLE
PLAICE
STONE CRAB
SPINY CRAB
CAPELIN
SQUID
SKATE
REDFISH
GREENLAND HALIBUT (TURBOT)

The list in this schedule is subject to the addition of further species or stocks of Fish as agreed to by Makivik and the Minister.

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SIGNATORIES TO THE AGREEMENT

SIGNED at _____, **on the** _____ **day of** _____, **200**__.

FOR:

**HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

On Behalf of the Government of Canada

FOR:

THE NUNAVIK INUIT

On Behalf of Makivik Corporation

The Honourable Jim Prentice
Minister of Indian Affairs and
Northern Development

Pita Aatami, President

W.T Molloy, OC
Chief Federal Negotiator

Johnny Peters, Vice-President

On Behalf of the Government of Nunavut

The Honourable Paul Okalik
Premier of Nunavut

William MacKay
Negotiator, Government of Nunavut