

AGREEMENT-IN-PRINCIPLE

BETWEEN

NUNAVIK INUIT

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

CONCERNING

THE NUNAVIK MARINE REGION

INITIALLED MARCH 26, 2002

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PARTIES TO THE AGREEMENT

BETWEEN:

NUNAVIK INUIT
as represented by Makivik Corporation

AND:

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

PREAMBLE

WHEREAS the Nunavik Inuit assert aboriginal rights, title, interests and jurisdiction in and to the Nunavik Marine Region;

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

AND WHEREAS the Nunavik Inuit intend to promote their self-sufficiency through comprehensive management regimes for the lands and resources of the Nunavik Marine Region;

AND WHEREAS the Nunavik Inuit want to promote a way of life that is based on the social and cultural identity of the Nunavik Inuit and on the institutions of the Nunavik Inuit;

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, as evidenced in a framework agreement concluded by them on August 19, 1993, on the desirability of negotiating a treaty with respect to the Nunavik Marine Region;

AND WHEREAS, for greater certainty, this Agreement addresses only the Nunavik Marine Region and is without prejudice to the aboriginal rights, title, interests and jurisdiction, if any, of the Nunavik Inuit in and to Labrador and the offshore area surrounding Labrador;

AND WHEREAS the Parties have negotiated this Agreement based on and reflecting the following objectives:

- to provide for certainty and clarity of rights to ownership and use of lands and resources, including marine resources;
- to secure Nunavik Inuit rights in respect of wildlife harvesting and participation in decision-making concerning wildlife management;
- to provide Nunavik Inuit with effective means of participating in economic opportunities;
- to provide effective Nunavik Inuit participation in decision-making concerning the use, management and conservation of the NMR;
- to permit access to Nunavik Inuit-owned lands and resources by persons other than Nunavik Inuit; and
- to provide Nunavik Inuit with financial resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS

"Agreement" means this entire Agreement-in-Principle, including its Preamble, maps, Schedules, and unless specified otherwise, does not mean or include the Final Agreement;

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

"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*.

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

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

"DIO" means the DIO referred to in Section 40.2.14 of the *Nunavut Land Claim Agreement*;

"Executive Council" means Executive Council of Nunavut or any successor body;

"Final Agreement" means the agreement to be concluded based on this Agreement;

"Final Domestic Demand Implicit Price Index" or **"FDDIPI"** means the Final Domestic Demand Implicit Price Index for Canada, series D15613 published regularly by Statistics Canada in Matrix 6544: Implicit Price Indexes, Gross Domestic Product;

"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, or else determined pursuant to Section 2.17;

"Harvest" means the reduction of wildlife into possession, and includes hunting, trapping, fishing, netting, eggging, picking, collecting, gathering, spearing, killing, capturing or taking by any means;

"James Bay and Northern Québec Agreement" or **"JBNQA"** means the *James Bay and Northern Quebec Agreement* executed on November 11, 1975 including Complementary Agreements thereto and as amended from time to time;

"Laws of General Application" means all federal, territorial and local government laws of general application according to common law definition;

"Legislation" means a statute or regulation;

"Local Nunavimmi Umajulivijiit Katuqiatigininga" or **"LNUK"** means a local hunters, trappers and fishermen association established by the regional Nunavimmi Umajulivijiit Katuqiatigininga referred to in subsection 5.7.1;

"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., having its head office in Kuujuaq, Québec;

"Makivik Designated Organization(s)" or **"MDO(s)"** means 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 or the Nunavik Marine Region and includes wildlife inhabiting the Nunavik Marine Region on a permanent, temporary or seasonal basis;

"Mineral(s)" means 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 appointed as Minister, as the context requires, responsible for the subject matter referred to;

"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*;

"Nunavik" means the Nunavik Marine Region and the "region" as defined in subsection 23.1.8 of the *James Bay and Northern Québec Agreement*;

"Nunavik Inuk" or **"Nunavik Inuit"** means a person or persons enrolled or eligible to be enrolled as a beneficiary or beneficiaries under the *James Bay and Northern Québec Agreement*;

"Nunavik Inuit Lands" means lands, so long as they are vested in the Makivik Designated Organisation (MDO), that are identified pursuant to the Nunavik Inuit Land Identification provisions and whose legal descriptions are appended to the Final Agreement and lands that are acquired or re-acquired by the MDO from time to time pursuant to the Final Agreement;

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

"Nunavik Marine Region Impact Review Board" or **"NMRIRB"** means the institution established pursuant to Article 7;

"Nunavik Marine Region Planning Commission" or **"NMRPC"** means the institution established pursuant to Article 6;

"Nunavik Marine Region Wildlife Board" or **"NMRWB"** means the institution established pursuant to Article 5;

"Protected Area(s)" means any protected area(s) defined in Section 12.1.1;

"Regional Nunavimmi Umajulivijiit Katujiqatigininga" or **"RNUK"** means the regional hunter, trappers and fishermen association referred to in section 5.7.3;

"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;

"Royalty" means any share of production whether in money or kind paid or payable to Government as owner 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; or
- c) any payment for incentives.

"Statute" means an Act of Parliament or an Act of a provincial government or territorial government, but does not include regulation;

"Territorial Parks" means any territorial parks as referred to in Section 12.1.1;

"Water" means waters in any river, stream, lake or other body of inland waters on the surface or underground in the Nunavik Marine Region (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 The Final Agreement shall be based on and reflect the principles and objectives set out in the Preamble and all Articles of the Agreement. For greater certainty, the Preamble to the Final Agreement shall form part of the Final Agreement.
- 2.2 The Final Agreement shall be a treaty within the meaning of Section 35 of the *Constitution Act, 1982*.
- 2.3 It is the intention of the parties that the rights of Nunavik Inuit in the Final Agreement shall not merge in any legislation enacted to ratify or implement the Final Agreement.
- 2.4 Nothing in the Final Agreement shall:
- (a) be construed so as to deny that Nunavik Inuit are an aboriginal people of Canada or, subject to Section 2.22, 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*.
- 2.5 The several Articles of the Final Agreement, including for greater certainty the Preamble to the Final Agreement, shall be read together and interpreted as one agreement.
- 2.6 The Final Agreement shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Final Agreement except as expressed in it.
- 2.7 If any provision of the Final Agreement is found by a court of competent jurisdiction to be invalid, the parties shall make best efforts to amend the Final Agreement to remedy the invalidity or to replace the invalid provision.
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- 2.8 Neither party to the Final Agreement shall have a claim or cause of action based on a finding that any provision of the Final Agreement is invalid.
- 2.9 Neither Government, Makivik nor any Nunavik Inuit eligible to be enrolled in the Final Agreement shall challenge the validity of any provision of the Final Agreement.
- 2.10 There shall be Inuktitut, English and French versions of the Final Agreement, all of which shall be signed by the parties. The English and French versions shall be the authoritative versions.
- 2.11 Subject to Sections 2.12 and 2.13, all federal, territorial and local government laws shall apply to Nunavik Inuit and Nunavik Inuit Lands.
- 2.12 Where there is any inconsistency or conflict between any federal, territorial and local government laws, and the Final Agreement, the Final Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.13 Where there is any inconsistency or conflict between any legislation ratifying or implementing the Final Agreement and any other legislation, the ratifying and implementing legislation shall prevail to the extent of the inconsistency or conflict.
- 2.14 Amendments to the Final Agreement shall require the consent of the parties by the process to be set out in the Final Agreement.
- 2.15 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 the Final 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.
- 2.16 Nothing in the Final 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 the Final Agreement. This Section shall not be interpreted as affecting the fiduciary relationship between the Crown and Nunavik Inuit.
- 2.17 Without diminishing or otherwise altering the responsibilities of Her Majesty The Queen in Right of Canada under the Final Agreement, where the Final 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.
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- 2.18 Subject to 2.16 and 2.17 and except as otherwise provided for in the Final Agreement, a party to the Final Agreement shall not directly or indirectly assign or otherwise transfer any right or obligation with respect to the Final Agreement without the prior written consent of the other party.
- 2.19 The Final Agreement shall come into force upon its ratification by the parties in accordance with the ratification provision of the Final Agreement.
- 2.20 Ratification of the Final Agreement by the parties in accordance with the ratification provision of the Final Agreement is a condition precedent to the validity of the Final Agreement and, in the absence of such ratification, the Final Agreement shall be null and void and of no effect.
- 2.21 Government shall in consultation with Makivik prepare any legislation required to ratify or implement the Final Agreement, including any amendments thereto.
- 2.22 a) The Final Agreement shall provide for certainty with respect to the use and ownership of lands and resources including marine resources in the Nunavik Marine Region and prior to ratification of the Final Agreement the parties shall determine the precise legal technique to achieve certainty.
- b) The Final Agreement is without prejudice to Nunavik Inuit aboriginal rights, titles, interests and claims if any, in and to lands and waters in Labrador and the Labrador offshore ("the Labrador claim"). For greater certainty, section 2.22 a) shall not apply to the Labrador claim. If a Treaty is negotiated between the Nunavik Inuit and Canada in respect of the Labrador claim, the Nunavik Inuit shall not seek from Canada nor Canada be required to provide to the Nunavik Inuit any capital transfer as the term is used only in Article 17.
- 2.23 Where a Nunavik Inuk has a right of action in relation to the Final 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.
- 2.24 Nothing in the Final Agreement shall be construed to affect, recognize or provide any rights under Section 35 of the *Constitution Act, 1982*, for any aboriginal peoples other than Nunavik Inuit.
- 2.25 The Final Agreement shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada. For greater certainty, the federal *Interpretation Act* shall apply.
- 2.26 The Nunavut Court of Justice shall have jurisdiction in respect of any action or proceeding arising out of the Final Agreement.
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- 2.27 Nothing in the Final Agreement shall be construed to limit any jurisdiction the Federal Court of Canada may have from time to time.
- 2.28 Once the Agreement is ratified by the parties in accordance with the ratification provision for the Agreement, it will be signed by them and the parties shall continue negotiations in good faith with the intention of concluding the Final Agreement within 12 months of the signing of the Agreement.
- 2.29 The Agreement is made on a without prejudice basis and nothing in it is to be interpreted as creating, recognizing or denying rights of the parties or as creating any legal obligation on either party.
- 2.30 Notwithstanding any other provision of the Final 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 into account the objects of the Final Agreement in exercising that discretion.
- 2.31 Nunavik Inuit-Owned Lands shall be deemed not to be Lands Reserved for Indians within the meaning of the *Constitution Act, 1867*.
- 2.32 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.

ARTICLE 3

NUNAVIK MARINE REGION

- 3.1 The Nunavik Marine Region, which, for greater certainty, includes the Areas of Equal Use and Occupancy, is that offshore area surrounding, but not in, Québec described in Schedule 3-1 and shown on the map contained in Schedule 3-2.
- 3.2 In the event of a discrepancy between Schedule 3-1 and Schedule 3-2, Schedule 3-1 shall prevail.

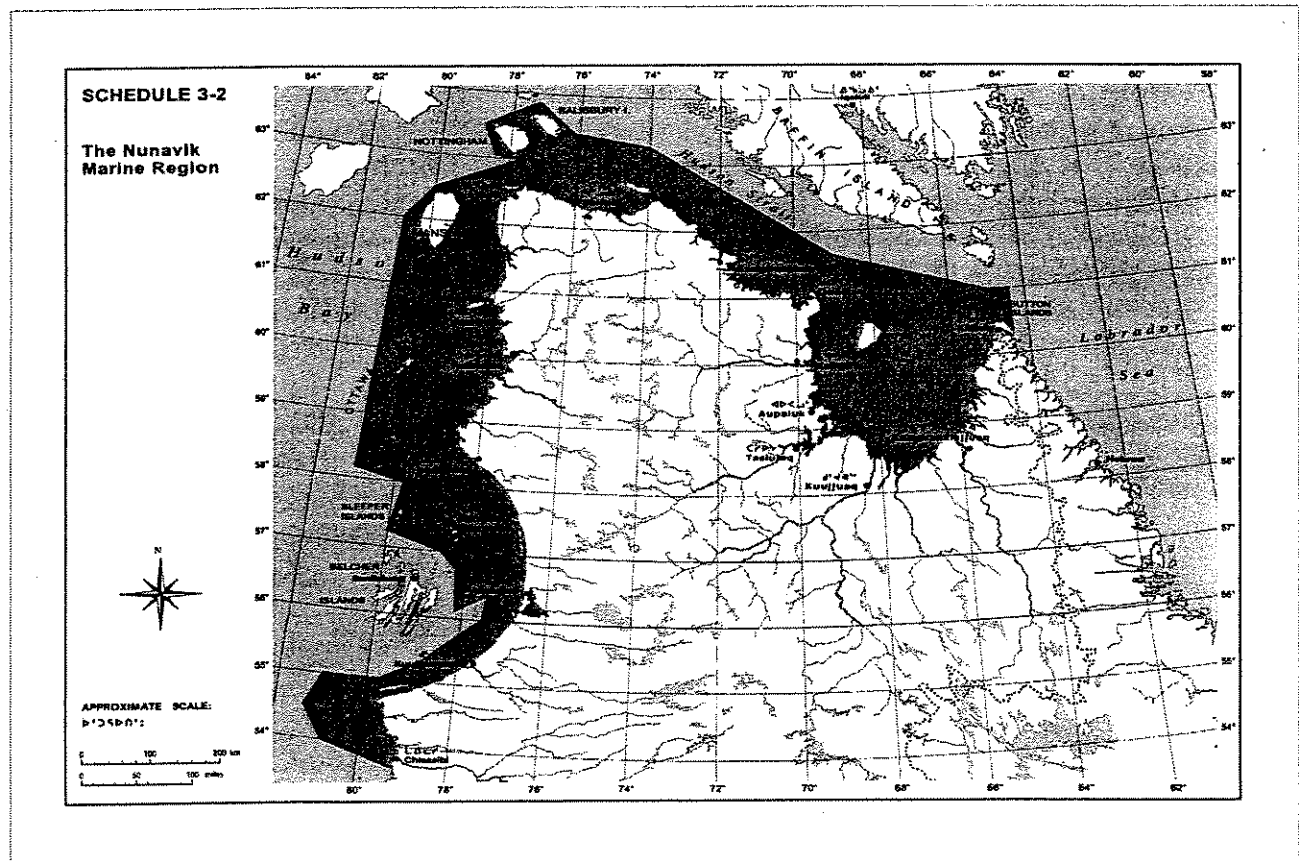
SCHEDULE 3-1**GEOGRAPHIC COORDINATES OF THE NUNAVIK MARINE REGION (NMR)**

The Nunavik Marine Region includes all the marine area, islands, lands and waters within the following boundary:

- Commencing at the intersection of the shore and the Québec/Newfoundland border on the southern shore of McLelan Strait on the Labrador Peninsula at 60°17'54"N and 64°31'24"W;
 - thence northeasterly to the intersection of the shore and the Québec/Newfoundland boundary on the northern shore of McLelan Strait on Killiniq Island at 60°18'27"N and 64°30'39"W;
 - thence north across Killiniq Island following the Québec/Newfoundland boundary to the intersection of the shore and the Québec/Newfoundland boundary on the northern shore of Killiniq Island at 60°22'38"N and 64°25'51"W;
 - thence northeasterly to a point at the intersection of 60°23'N and 64°24'W;
 - thence north in a straight line to a point at the intersection of 61°00'N and 64°24'W;
 - thence westerly in a straight line to a point at the intersection of 61°00'N latitude and 64°55'W longitude;
 - thence north in a straight line to a point at the intersection of 61°05'37"N and 64°24'W;
 - thence southwesterly in a straight line to a point at the intersection of 61°00'N latitude and 64°55'W longitude;
 - thence northwesterly in a straight line to a point at the intersection of 61°38'N latitude and 69°00'W longitude, being the point approximately equidistant between Cape Hopes Advance in Québec and the Gray Goose Islands off the south coast of Baffin Island;
 - thence northwesterly in a straight line to the intersection of 63°15'N latitude and 74°00'W longitude, being the point approximately equidistant between the coasts of Québec and Baffin Island;
 - thence westerly in a straight line to the intersection of 63°25'N latitude and 76°10'W longitude, being the point approximately equidistant between the northern Québec and
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- Baffin Island coasts, east of Salisbury Island;
- thence northwesterly in a straight line to a point at the intersection of 63°52'N latitude and 77°15'W longitude, being the point north of Salisbury Island;
 - thence southwesterly in a straight line to a point at the intersection of 63°30'N latitude and 78°47'W longitude, being the point west of Nottingham Island;
 - thence southeasterly in a straight line to a point at the intersection of 63°03'N latitude and 78°25'W longitude, being the point southwest of Nottingham Island;
 - thence southeasterly in a straight line to a point at the intersection of 63°00'N latitude and 77°40'W longitude, being the point southeast of Nottingham Island;
 - thence southwest in a straight line to a point at the intersection of 62°30'N latitude and 80°00'W longitude, being the point northwest of Mansel Island;
 - thence southwest in a straight line to a point at the intersection of 62°00'N latitude and 80°45'W longitude, being the point west of Mansel Island;
 - thence southerly in a straight line to a point at the intersection of 58°10'N latitude and 81°00'W longitude, northwest of Sleeper Islands, and south of Farmer Island;
 - thence southeasterly in a straight line to a point at the intersection of 58°00'N latitude and 79°45'W longitude, near the Marcopeet Islands, north of the Sleeper Islands;
 - thence southwesterly in a straight line to a point at the intersection of 57°15'N latitude and 80°00'W longitude, south of the Sleeper Islands;
 - thence southeasterly in a straight line to a point at the intersection of 57°00'N latitude and 78°40'W longitude, southwest of the King George Islands;
 - thence southeasterly in a straight line to a point at the intersection of 56°45'N latitude and 78°15'W longitude, east of the Bakers Dozen Islands;
 - thence southerly in a straight line to a point at the intersection of 56°07'N latitude and 78°10'W longitude, southeast of the Salliquit Islands;
 - thence northeast in a straight line 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;
 - thence southerly in a straight line 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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- thence southwesterly in a straight line to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuarapik, Québec;
- thence southwesterly in a straight line to a point at the intersection of 55°15'N latitude and 79°00'W longitude, southwest of Kuujjuarapik, Québec and northeast of Long Island;
- thence southwesterly in a straight line to a point at the intersection of 55°00'N latitude and 79°45'W longitude, north of Long Island;
- thence due west along 55°00'N latitude to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario;
- thence in a southwesterly direction to a point at the intersection of 54°30'N latitude and 81°20'W longitude;
- thence southeasterly in a straight line to a point at the intersection of 54°00'N latitude and 80°50'W longitude;
- 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;
- thence in a general northerly and easterly direction along the shore of Québec to the intersection of the shore of the Québec/Newfoundland boundary on the southern shore of McLellan Strait, on the Labrador Peninsula, at 60°17'54"N and 64°31'24"W.



ARTICLE 4

ELIGIBILITY AND ENROLMENT

- 4.1 Any person who is an Inuk as defined in the *James Bay and Northern Québec Agreement* shall be eligible to be enrolled as a beneficiary under the Final Agreement.
- 4.2 The Final Agreement shall provide for an enrolment procedure for those persons referred to in Section 4.1.
- 4.3 No person shall be under a legal obligation to apply for enrolment under the Final Agreement.
- 4.4 Any person enrolled under the Final Agreement may, from time to time, decide to discontinue enrolment.

ARTICLE 5

WILDLIFE

PART 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;

“Convention” means 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;

“Hudson Bay Zone” means those waters of James Bay and Hudson Bay that are not part of the Nunavik Marine Region or another land claim 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, trappers and fishermen association established by the regional Nunavimmi Umajulivijiit Katujiqatigininga referred to in section 5.7.1;

“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 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;

their own research functions shall not be prejudiced by this Section. 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;
 - (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.
- (B) To assist the NMRWB in carrying out its research functions pursuant to this Section, Canada shall provide the NMRWB on the effective date a payment of \$5 Million.

5.2.8 Further to its responsibilities in Section 5.2.7, 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.

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:

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- (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;
 - (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 at the date of ratification of the Final 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.

PART 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 Section.
- 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 date of ratification of the Final 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.
- 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 date of ratification of the Final Agreement shall remain in effect until removed or otherwise modified by the responsible authority.
- 5.3.6 Subject to the terms of this Section, 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;
 - (c) all polar bears; and
 - (d) eiderdown from eider duck nests.

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- 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 date of ratification of the Final 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 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 a) 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:
- (i) an amount to provide for the Basic Needs Level or the Adjusted Basic Needs Level as the case may be;
 - (ii) an amount to provide for personal consumption by residents of Nunavik other than Nunavik Inuit and any Inuit visiting the NMR;
 - (iii) an amount to provide for the continuation of lawfully authorized commercial operations, including commercial fisheries existing at the date of ratification of the Final Agreement;

- (iv) 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
 - (v) 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.
- b) Any ongoing exploratory, experimental or test fisheries in the NMR, other than Nunavik Inuit fisheries, will cease at the end of the calendar year in which ratification of the Final Agreement occurs.

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 The Final Agreement shall provide Nunavik Inuit with a 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 licences or similar authorizations shall be subject to laws of general application.

Existing Commercial Fishing Licences

5.3.17 For greater certainty, but subject to Section 5.3.13, nothing in this Part prevents the Minister from continuing to issue commercial fishing licences that were eligible for issuance on the date of ratification of the Final 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 licence or permit and without imposition of any form of tax or fee.
- 5.3.19 Nunavik Inuit may be required to obtain a licence from the responsible management agency for the harvest of those species of cetaceans not regularly harvested during a period to be identified in the Final Agreement. Such licences 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 licence 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 The Final Agreement will address possession, disposition, and transportation of wildlife. Nunavik Inuit are subject to laws of general application regarding the sale or offer for sale of any migratory birds, migratory birds' egg, or parts thereof.

Assignment

- 5.3.22 (a) The RNUK may assign any part, other than the whole, of the Basic Needs Level or Adjusted Basic Needs Level 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.
- (b) The RNUK may establish terms and conditions for any assignment pursuant to subsection 5.3.22 (a) including, but not limited to, the requirement for an assignee to use Nunavik Inuit guides.
- (c) Notwithstanding anything in subsections 5.3.22 (a) and 5.3.22 (b),
- (i) 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;

- (ii) the harvest authorized by Article II, Section 3 of the Schedule to the *Migratory Birds Convention Act, RSC 1985, c M-7*;

shall not be assignable to persons mentioned in subsection 5.3.22 (a), unless permitted by laws of general application.

- (d) No assignment pursuant to 5.3.22 shall be for a term, including any option for renewal, exceeding three years. Any assignment for a term exceeding three years shall be null and void.

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 the Final 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 the Final 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 the Final Agreement, all Nunavik Inuit shall have free and unrestricted access throughout the NMR for the purpose of harvesting.

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- 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;
 - (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 the Final 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 subsection 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 subsection 5.3.27 (b) and subsection 5.3.27 (c), those measures taken under subsection 5.3.27 (c) shall prevail to the extent of such inconsistency or conflict.

Areas Not Subject to Right of Access

- 5.3.30 (A) 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 date of ratification of the Final Agreement;
 - (ii) granted in fee simple after the date of ratification of the Final Agreement, where such parcel of land is less than one square mile;

- (iii) subject to an agreement for sale at the date of ratification of the Final Agreement, or
- (c) any place, other than Nunavik Inuit Lands, that is within a radius of one mile of any building, structure or other facility on lands under a surface lease, an agreement for sale or owned in fee simple.
- (B) 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.
- (C) 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 Section 5.1.4 and Section 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 the Final 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 the Final 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 Valuable parts of wildlife killed under Sections 5.3.32 and 5.3.33 shall be disposed of by the NMRWB to the concerned LNUK.

PART 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.
- 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 in adjacent areas.
- 5.4.5 Part 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 Prior to the Final Agreement the Parties shall determine whether the Final Agreement shall provide to a MDO any allocation of shrimp in the Northern or Southern Davis Strait Zones based on any allocation to Makivik or its subsidiaries at the time of the Final Agreement and, if so, shall determine the quantum of any such allocation.

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 the Final Agreement takes effect and in subsequent calendar years will be allocated to one or more Makivik Designated Organization (MDO)(s) 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 Corporation or any of its subsidiaries in the calendar year in which the Final Agreement takes effect. The portion in any calendar year will be determined for that year as follows:

- (a) 4% 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 (a) and (b) prevents the Minister from providing to a MDO, or a MDO from acquiring, outside of the Final Agreement, any additional allocation of turbot in the Southern Davis Strait Zone.

5.4.9 For the purposes of section 5.4.7, where a turbot allocation has been provided to, or is to be provided to, Makivik Corporation or any of its subsidiaries in the calendar year in which the Final Agreement takes effect, Makivik Corporation and any such subsidiaries will be deemed to be a MDO as of the effective date of the Final Agreement.

5.4.10 The Minister will provide access to the portion of the total allowable catch of turbot referred to in section 5.4.7 through a fishing license issued to one or more MDO(s) or by some other means.

5.4.11 Where, in any calendar year after the effective date of the Final 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 For the purposes of section 5.4.12, "Increase" means, for any calendar year after the calendar year in which the Final 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 the Final Agreement takes effect.

5.4.13 In any calendar year after the calendar year in which the Final 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 or more Makivik Designated Organization (MDO)(s) to harvest in the Southern Davis Strait Zone.

This amount will include any part of the increase is provided to, or to be provided to, Makivik Corporation or any of its subsidiaries.

- 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 Corporation or any of its subsidiaries in the calendar year in which the Final Agreement takes effect, Makivik Corporation and any such subsidiaries will be deemed to be a MDO as of the effective date of the Final Agreement.
- 5.4.15 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.12 through a fishing license issued to one or more MDO(s) or by some other means.

Commercial Harvesting: Northern Davis Strait Zone

- 5.4.16 For the purposes of section 5.4.16, "Increase" means, for any calendar year after the calendar year in which the Final 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 the Final Agreement takes effect.
- 5.4.17 In any calendar year after the calendar year in which the Final 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 or more Makivik Designated Organization (MDO)(s) to harvest in the Northern Davis Strait Zone. This amount will include any part of the increase is provided to, or to be provided to, Makivik Corporation or any of its subsidiaries.
- 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 Corporation or any of its subsidiaries in the calendar year in which the Final Agreement takes effect, Makivik Corporation and any such subsidiaries will be deemed to be a MDO as of the effective date of the Final 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 or more MDO(s) 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 licences 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 licences 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 NMRPC, the NMRIRB and the NMRWB may jointly, as a Nunavik Marine Region Council, or severally 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.

Saving

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

PART 5: DECISIONS

Judicial Review

- 5.5.1 Judicial review of a decision of the NMRWB shall be available on the grounds set out in Section 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 Part 2 and Part 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 above, to other provisions of this Article and to provisions in the Final Agreement arising from Article 28 of this Agreement; or
 - (c) to provide for public health or public safety.
- 5.5.4
- (a) 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 Sections 5.2.3, 5.2.4 (b, c, d, f, h), 5.2.10 to 5.2.22, 5.3.8, 5.3.10 and 5.3.11 shall take account of harvesting activities outside the NMR and the terms of domestic interjurisdictional agreements or international agreements pertaining to such wildlife.
 - (b) In making decisions affecting Protected Areas, the NMRWB and the Minister shall 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 subsections 5.2.3(a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in the Final Agreement arising from Article 27 of this Agreement shall be made in the manner set out in subsections 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 subsections 5.2.3(a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in the Final Agreement arising from Article 28 of this Agreement shall be made in the manner set out in Section 5.5.15 to Section 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 or recommend a variation of the decision but only in the case of matters related to:
 - (i) principles of conservation in Section 5.1.5; or
 - (ii) public health; or
 - (iii) public safety; or
 - (iv) conservation of migratory species subject to competition between the NMR and other jurisdictions;

or

- (v) international and domestic inter- jurisdictional agreements affecting wildlife and wildlife habitats;

and give the NMRWB reasons in writing for rejecting or recommending a variation of the decision.

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.

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; or
- (b) reject or vary the final decision, but only in the case of matters set forth in subsection 5.5.16 (b) and provide the NMRWB reasons in writing for rejecting or varying the final 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.

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 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 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 him or her under 5.2.1.
- 5.6.3 Each member shall, before entering upon his or her 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 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.
- 5.6.12 The chairperson shall convoke a meeting of the NMRWB within 21 days of receipt from any two members of the NMRWB of a written request indicating the purpose of such meeting.
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- 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 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 him or her in the performance of his or her 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;
 - (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.

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 the objects of the Final 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 7: REGIONAL NUNAVIMMI UMAJUTVIJIT KATAJUAQATIGININGA (RNUK) AND LOCAL NUNAVIMMI UMAJUTVIJIT KATAJUAQATIGININGA (LNUK)

Structure and Functions

- 5.7.1 Each Nunavik Inuit community shall have a LNUK. 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 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 of wildlife management measures on behalf of their members 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;
 - (d) the enforcement of Basic Needs Levels and Adjusted Basic Needs Levels among members;
 - (e) generally, the management of harvesting among members; and
 - (f) such other matters as may be set out in the Final Agreement.
- 5.7.3 Nunavik Inuit shall have 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 of wildlife management measures on behalf of LNUKs 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) generally, the management of harvesting among the LNUKs; and
- (g) such other matters as may be set out in the Final 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.

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 the consumption needs of himself or herself and his or her 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 Part 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 subsections 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.

Suits to Protect A Nunavik Inuk's Interest

- 5.7.12 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 that Nunavik Inuk's behalf.

PART 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.
- 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 date of ratification of the Final Agreement.
- 5.8.5 Government agrees that 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.

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).

SCHEDULE 5-2

MIGRATORY BIRDS FOUND IN THE NUNAVIK MARINE REGION

To be defined prior to the Final Agreement

ARTICLE 6
LAND USE PLANNING

- 6.1 In recognition of the need to have a regime for land use planning in the NMR which reflects the distinct nature of the NMR there is hereby established a Nunavik Marine Region Planning Commission (the "NMRPC") as an institution of public government which shall be the NPC with such change of membership as set out in this Article. For greater certainty, the members appointed by Makivik to the NMRPC shall not be responsible for decisions of the NPC and the members appointed by the DIO to the NPC shall not be responsible for decisions of the NMRPC.
- 6.1.1 Makivik shall nominate to the NMRPC a number of members equal to those nominated by the DIO to the NPC, which members shall be appointed to the NMRPC in the same manner as members nominated by the DIO to the NPC. The members so appointed to the NMRPC shall replace the members nominated by the DIO to the NPC;
- 6.1.2 From nominations provided by the NMRPC, the Minister of Indian Affairs and Northern Development in consultation with the Government of Nunavut Minister of Sustainable Development shall appoint a further member to act as a chairperson in the place of the Chairperson of the NPC. A member of the NMRPC may be nominated as Chairperson and another member will be appointed by the party who originally nominated the Chairperson as a member of the NMRPC;
- 6.1.3 The role and responsibilities of the NMRPC for the NMR shall be the same as that of the NPC for the NSA as set out in the *Nunavut Land Claims Agreement* and, for greater certainty, Article 11 and any other provisions of that Agreement referring to the NPC shall apply *mutatis mutandis* to the NMRPC and Nunavik Inuit. In the event of any conflict arising from the above incorporation by reference, the Final agreement shall prevail;
- 6.1.4 The NMRPC shall have an administrative staff situated in Nunavik;
- 6.1.5 The NMRPC shall meet no less than once a calendar year unless the NMRPC agrees not to so meet; and
- 6.1.6 The costs of the NMRPC shall be the responsibility of Government. For this purpose, the NMRPC shall prepare an annual budget, subject to review and approval by Government.

Legislation

- 6.2 Upon the coming into effect of the Final Agreement, any existing legislation in relation to the NPC shall be amended to take into account and to make it consistent with provisions of this Article and any such legislation subsequent to the Final Agreement shall take into account and be consistent with the provisions of this Article.
- 6.3 The substantive powers, functions, objectives and duties of the NMRPC may be set out in statute. Matters that do not touch upon the substantive powers, functions, objectives, duties, membership ratios and manner of appointment of members of the institutions, may be implemented through regulation, but the discretion to implement through regulation shall in no way be construed so as to broaden the powers set out in Section 6.7.

Additional duties

- 6.4 Legislation relating to the NMRPC may provide for other matters not dealt with in this Article, and may assign additional powers, functions, objectives or duties to the NMRPC.

Co-ordination with adjacent institutions

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

Disclosure of information

- 6.6 The NMRPC 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. Where Government has a discretion to disclose any information to the NMRPC, or the NMRPC has a discretion to disclose information to a member of the public, it shall take into account the objects of the Agreement in exercising that discretion.

Consolidation and reallocation

- 6.7 Notwithstanding any other provision of the Final Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute consolidate or reallocate the functions of the NMRPC, or enable the consolidation of hearings conducted by the NMRPC, but any such statute shall not diminish or impair the combined powers, functions, objectives or duties of the NMRPC and the NMRIRB, or increase the powers of Government in relation thereto, and, without limiting the generality of the limitation, such statute shall,

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- (a) preserve the planning policy functions and the land use planning functions as discrete functions;
 - (b) not alter any requirement that a proposal conform to or with a Land Use Plan or is exempt from such requirement before any decision to screen a project proposal is made;
 - (c) not reduce the level of monitoring provided for in the Final Agreement;
 - (d) not adversely affect the ability of the NMRPC to obtain relevant information;
 - (e) not reduce the level of public participation or adversely affect the ability of members of the public to participate in the proceedings of the NMRPC;
 - (f) not alter the right of a member of the public to be heard by the NMRPC in Inuktitut, or alter the obligation of the NMRPC to conduct its business in Inuktitut; and
 - (g) preserve the membership ratios of the NMRPC.

6.8 The consolidation and reallocation powers outlined in Section 6.7 shall come into effect three years after the establishment of the NMRPC. In the period prior to these powers coming into effect, such consolidation or reallocation shall require the prior written approval of Makivik.

Varving certain administrative matters

6.9 Notwithstanding any other provision of the Final Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute vary from the provisions of the Final Agreement relating to the NMRPC, with respect to the following administrative matters:

- (a) the total number of members, provided that the number to be appointed upon nomination by Makivik respects the membership ratio and the opportunity for regional representation;
- (b) the terms of office of members or the reappointment of members, provided there is reasonable continuity in membership;
- (c) information to be provided to the NMRPC, subject to the limitation set out in section 6.6; and

(d) the authority of the NMRPC in respect of officers and experts;

- 6.10 Notwithstanding any other provision of the Final Agreement, where the Parliament of Canada or Legislative Assembly has allowed for the administrative matters referred to in Section 6.9 to be regulated by the Governor-in-Council or Commissioner-in-Executive Council, their regulations may vary from provisions of the Final Agreement with respect to administrative matters referred to in Section 6.9 subject to the limitations specified therein.
- 6.11 The powers to vary referred to in Sections 6.9 and 6.10 shall come into effect one year after the establishment of the NMRPC. In the period prior to these powers coming into effect, such variance shall require the prior written approval of Makivik.

Consultation

- 6.12 Government shall consult closely with Makivik and the NMRPC prior to taking any initiative under Sections 6.7, 6.9 or 6.10. Makivik and the NMRPC shall, upon request, be given an audience with the appropriate Minister as part of such consultation.

Intervener Funding

- 6.13 The Final Agreement shall in no way prejudice the ability of Nunavik Inuit to benefit from any programs of intervener funding that may be in place from time to time.

Waste Clean-up

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

ARTICLE 7**DEVELOPMENT IMPACT**

- 7.1 In recognition of the need to have a regime for development impact assessment in the NMR which reflects the distinct nature of the NMR, there is hereby established a Nunavik Marine Region Impact Review Board (the "NMRIRB"), as an institution of public government which shall be the NIRB with such change of membership as set out in this Article. For greater certainty, the members appointed by Makivik to the NMRIRB shall not be responsible for decisions of the NIRB and the members appointed by the DIO to the NIRB shall not be responsible for decisions of the NMRIRB.
- 7.1.1 Makivik shall nominate to the NMRIRB a number of members equal to those nominated by the DIO to the NIRB, which members shall be appointed to the NMRIRB in the same manner as members nominated by the DIO to the NIRB. The members so appointed to the NMRIRB shall replace the members nominated by the DIO to the NIRB;
- 7.1.2 From nominations provided by the NMRIRB, the Minister of Indian Affairs and Northern Development in consultation with the Government of Nunavut Minister of Sustainable Development shall appoint a further member to act as a Chairperson in the place of the Chairperson of the NIRB. A member of the NMRIRB may be nominated as Chairperson and another member will be appointed by the party who originally nominated the Chairperson as a member of the NMRIRB;
- 7.1.3 The functions and objectives of the NMRIRB for the NMR shall be the same as that of the NIRB for the NSA as set out in the *Nunavut Land Claims Agreement* and, for greater certainty, Article 12 and any other provisions of that Agreement referring to the NIRB shall apply *mutatis mutandis* to the NMRIRB and Nunavik Inuit. In the event of any conflict arising from the above incorporation by reference, the Final agreement shall prevail;
- 7.1.4 The NMRIRB shall share administrative staff with the NMRPC;
- 7.1.5 The NMRIRB shall meet no less than once a calendar year unless the NMRIRB agrees not to so meet; and
- 7.1.6 The costs of the NMRIRB shall be the responsibility of Government. For this purpose, the NMRIRB shall prepare an annual budget, subject to review and approval by Government.
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Legislation

- 7.2 Upon the coming into effect of the Final Agreement, any existing legislation in relation to the NIRB shall be amended to take into account and to make it consistent with provisions of this Article and any such legislation subsequent to the Final Agreement shall take into account and be consistent with the provisions of this Article.
- 7.3 The substantive powers, functions, objectives and duties of the NMRIRB may be set out in statute. Matters that do not touch upon the substantive powers, functions, objectives, duties, membership ratios and manner of appointment of members of the institutions, may be implemented through regulation, but the discretion to implement through regulation shall in no way be construed so as to broaden the powers set out in Section 7.7.

Additional Duties

- 7.4 Legislation relating to the NMRIRB may provide for other matters not dealt with in this Article, and may assign additional powers, functions, objectives or duties to the NMRIRB.

Co-ordination with adjacent institutions

- 7.5 Legislation may, subject to any matter contained in the Final Agreement, enable the NMRIRB to coordinate the discharge of its powers, functions or duties with other similar institutions having jurisdiction over areas adjacent to the NMR.

Disclosure of information

- 7.6 The NMRIRB 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. Where Government has a discretion to disclose any information to the NMRIRB, or the NMRIRB has a discretion to disclose information to a member of the public, it shall take into account the objects of the Final Agreement in exercising that discretion.

Consolidation and reallocation

- 7.7 Notwithstanding any other provision of the Final Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute consolidate or reallocate the functions of the NMRIRB, or enable the consolidation of hearings conducted by the NMRIRB, but any such statute shall not diminish or impair the combined powers, functions, objectives or duties of the NMRIRB and the NMRPC, or

increase the powers of Government in relation thereto, and, without limiting the generality of the limitation, such statute shall,

- (a) preserve the following as discrete functions
 - (i) screening functions,
 - (ii) development impact review functions, and
- (b) not alter any requirement that a project proposal conform to or with a Land Use Plan or is exempt from such requirement before any decision to screen a project proposal is made;
- (c) except where the Final Agreement otherwise permits, not alter any requirement that a project proposal be screened, or screened and reviewed, as the case may be, before any approval, licence or project certificate is granted;
- (d) not reduce the level of monitoring provided for in the Final Agreement;
- (e) not adversely affect the ability of the NMRIRB to obtain relevant information or exercise subpoena powers where provided for in the Final Agreement;
- (f) not reduce the level of public participation or adversely affect the ability of members of the public to participate in the proceedings of the NMRIRB;
- (g) not alter the right of a member of the public to be heard by the NMRIRB in Inuktitut, or alter the obligation of the NMRIRB to conduct its business in Inuktitut; and
- (h) preserve the membership ratios of the NMRIRB.

7.8 The consolidation and reallocation powers outlined in Section 7.7 shall come into effect three years after the establishment of the NMRIRB. In the period prior to these powers coming into effect, such consolidation or reallocation shall require the prior written approval of Makivik.

Varying certain administrative matters

7.9 Notwithstanding any other provision of the Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute vary from the provisions of the Final Agreement relating to the NMRIRB, with respect to the following administrative matters:

- (a) the total number of members, provided that the number to be appointed upon nomination by Makivik respects the membership ratio and the opportunity for regional representation;
 - (b) the terms of office of members or the reappointment of members, provided there is reasonable continuity in membership;
 - (c) information to be provided to the NMRIRB, subject to the limitation set out in Section 7.6;
 - (d) the authority of the NMRIRB in respect of officers and experts;
 - (e) the extension or, with the approval of the NMRIRB, shortening of deadlines for actions;
 - (f) the number of members required for a quorum for the NMRIRB;
 - (g) matters governed by Section 12.5.3 of the *Nunavut Land Claims Agreement*, as incorporated by Section 7.1.4 of this Agreement and by by-laws made by NMRIRB referred to in Section 12.2.23 of the *Nunavut Land Claims Agreement*, as incorporated, subject to the limitations set out in Subsections 7.7 (e), (f) and (g) of this Agreement; and
 - (h) the list of matters which the NMRIRB is required to take into account pursuant to the Final Agreement when reviewing a project proposal provided the ability of the NMRIRB to take into account matters relevant to its mandate is not impaired.
- 7.10 Notwithstanding any other provision of the Final Agreement, where the Parliament of Canada or Legislative Assembly has allowed for the administrative matters referred to in Section 7.9 to be regulated by the Governor-in-Council or Commissioner-in-Executive Council, their regulations may vary from provisions of the Final Agreement with respect to administrative matters referred to in Section 7.9 subject to the limitations specified therein.
- 7.11 The powers to vary referred to in Sections 7.9 and 7.10 shall come into effect one year after the establishment of the NMRIRB. In the period prior to these powers coming into effect, such variance shall require the prior written approval of Makivik.
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Consultation

- 7.12 Government shall consult closely with Makivik and the NMRIRB prior to taking any initiative under Sections 7.7, 7.9 or 7.10. Makivik and the NMRIRB shall, upon request, be given an audience with the appropriate Minister as part of such consultation.

Intervener funding

- 7.13 The Final Agreement shall in no way prejudice the ability of Nunavik Inuit to benefit from any programs of intervener funding that may be in place from time to time.

ARTICLE 8

TITLE TO NUNAVIK INUIT LANDS

- 8.1 Title to Nunavik Inuit Lands shall include title to those lands covered by water, except where a bank of a river, stream, lake or other water body forms a boundary of a parcel of Nunavik Inuit Lands or where, in the case of a lake or other water body, Nunavik Inuit Lands do not enclose the lake or water body.
- 8.2 Notwithstanding anything in Section 8.1., Government has the right, subject to the Final Agreement, to protect and manage water and land covered by water throughout the NMR for public purposes including:
- (a) management, conservation and research in respect of wildlife, and aquatic habitat;
 - (b) protection and management of navigation and transportation, establishment of navigation aid devices, and dredging of navigable water bodies.
- 8.3 Nunavik Inuit Lands shall be held in fee simple including the mines and minerals that may be found to exist within, upon or under such lands.
- 8.4 The MDO shall hold title to Nunavik Inuit Lands in an amount equal to 80% of the lands in the Nunavik Marine Region excluding lands jointly owned with Nunavut Tunngavik Inc. (NTI) in overlap areas, lands held in fee simple by third parties and lands held by the MDO in an overlap area with the Cree.
- 8.5 Nunavik Inuit Lands shall comprise:
- (a) any lands in the NMR identified as Nunavik Inuit Lands as a result of the process contained in Article 11;
 - (b) any fee simple jointly owned lands within the areas of equal use and occupancy in the NMR;
 - (c) any other fee simple lands within the NMR which Makivik owns either prior to or subsequent to ratification of the Final Agreement and which Makivik specifically indicates to Canada be included as Nunavik Inuit Lands within the Final Agreement.
- 8.6 For greater certainty, title shall be held for and on behalf of all Nunavik Inuit and not for individual Nunavik Inuk, individual Nunavik communities, or particular marine use regions.

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;
 - (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.

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 the Final 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;
- (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.

ARTICLE 11

IDENTIFICATION OF NUNAVIK INUIT LANDS

11.1 Process for the Identification of Nunavik Inuit Lands

11.1.1 The process to determine Nunavik Inuit Lands will be composed of three stages :

- (a) Preliminary identification by Government of the information referred to in Section 11.2.1;
- (b) community preparation program in which Makivik and Nunavik Inuit make a preliminary identification of land areas of particular interest to them taking into account the information referred to in 11.1.1 (a); and
- (c) land ownership negotiations.

11.1.2 Government shall provide loan funding for the process identified in 11.1.1.

11.1.3 The process of identification of Nunavik Inuit Lands shall begin immediately following the signing of this Agreement.

11.1.4 Makivik shall create, upon signing of this Agreement, a Nunavik Land Team. The membership of the Nunavik Land Team shall consist of no more than two representatives of each community as identified in Schedule 11-1.

11.1.5 Land fast ice, meaning ice in marine or estuarine environments that is attached to land, shall not constitute part of the land quantum.

11.2 Information from Government

11.2.1 Upon the signing of this Agreement referred to in Section 11.2.1, Government shall provide Makivik with a set of 1:50,000 scale maps or any suitable format agreed upon by the parties and supporting lists of information showing the following for the Nunavik Marine Region:

- (a) all lands held in fee simple;
 - (b) all lands currently identified as required or may be required by government in the foreseeable future for government facilities and operations;
 - (c) all lands currently identified, proposed or of interest for Protected Areas;
 - (d) consistent with national security requirements, all existing and abandoned military sites and installations;
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- (e) all known carving stone deposits;
- (f) all known deposits of sand, gravel and construction material;
- (g) all leases, permits, licences and authorizations related to mineral exploration and development;
- (h) all licenced tourism facilities and zones of operation; and
- (i) other lands that Government proposes to retain.

11.2.2 Makivik and Government shall establish a technical committee to facilitate the exchange of information referred to in this Article.

11.3 Community Preparation Program

11.3.1 Upon receiving the information, Makivik shall commence the community preparation program described in subsection 11.1.1 (b).

11.3.2 The community preparation program shall be completed within 6 months of the signing of this Agreement.

11.4 Land Ownership Negotiation Process

11.4.1 Within one month of completion of the community preparation program, Makivik shall prepare maps which identify areas of interests as Nunavik Inuit Lands and provide the maps to Government.

11.4.2 As soon as practical after Makivik has supplied the information referred to in Section 11.4.1, the parties shall negotiate Nunavik Inuit Lands, which negotiations shall be completed within six months.

11.4.3 The negotiations referred to in Section 11.4.2 shall be conducted in a location to be determined by Government and Makivik.

11.4.4 In the negotiations referred to in Section 11.4.2, Nunavik Inuit shall be represented by Makivik and the Nunavik Land Team may assist Makivik in those negotiations.

11.4.5 When Government, Makivik and the Nunavik Land Team have agreed to the land to be held by Nunavik Inuit, the maps identifying such lands will be initialled by Government, Makivik and the Nunavik Land Team.

11.5 Interim Protection

As soon as possible after the signing of this Agreement all lands within the NMR shall be withdrawn from disposal under the *Territorial Lands Act* or the *Commissioner's Land Act*, as may be applicable, provided adequate property descriptions are available. Such withdrawals shall be subject to existing interests and associated benefits and privileges, including rights of renewals as might have been granted had the land not been withdrawn. Between the date of the land withdrawal and the date of the ratification of the Final Agreement, as long as the parties are still in an active negotiation process, no leases or other alienations of such lands shall be granted by Government without the consent of Makivik. For the purposes of this Section, an active negotiation process continues so long as neither party has by notice in writing to the other party withdrawn from negotiations to conclude the Final Agreement.

SCHEDULE 11-1

NUNAVIK INUIT COMMUNITIES

- | | |
|--------------------|----------------|
| - Akulivik | - Kuujjuaq |
| - Aupaluk | - Kuujjuarapik |
| - Inukjuak | - Mailasie |
| - Ivujivik | - Povungnituk |
| - Kangiqsualujjuaq | - Quartaq |
| - Kangiqsujuaq | - Salluit |
| - Kangirsuk | - Tasiujaq |
| - Killiniq | - Umiujaq |

ARTICLE 12

PROTECTED AREAS

12.1 General

12.1.1 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 Parks²;
- (b) National Parks;
- (c) National Park Reserves;
- (d) National Historic Parks;
- (e) National Historic Sites when administered by Parks Canada;
- (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.

12.2 Establishment of Protected Areas

12.2.1 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.

² National Marine Parks are currently established under the *National Parks Act*. However, legislation is presently being drafted that will, if passed by Parliament, establish these areas under this separate legislation and re-name National Marine Parks as “National Marine Conservation Areas”. Provisions under the new legislation will allow for the establishment of National Marine Conservation Area Reserves. This National Marine Conservation Area legislation is expected to be passed by Parliament prior to the Final Agreement. Once the separate legislation is passed, “National Marine Parks” can be dropped from 12.1.1 and replaced with “National Marine Conservation Areas” and “National Marine Conservation Area Reserves”.

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- 12.4.6 Except where an IBA in good standing indicates otherwise, every IBA shall be re-negotiated at least every seven years.
- 12.5. Marine Protected Areas
- 12.5.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of Marine Protected Areas.
- 12.5.2 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.
- 12.5.3 No land use plan shall apply to or within the boundaries of Marine Protected Areas once established.
- 12.5.4 Development impact assessment shall apply to project proposals in Marine Protected Areas.
- 12.5.5 The establishment, disestablishment or changing of the boundary of a Marine Protected Area is subject to the approval of the NMRWB pursuant to subsection 5.2.4 (a).
- 12.5.6 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 section 12.5, first require the development of:
- (a) a management plan for the Marine Protected Area; and
 - (b) a marine protected area agreement.
- 12.5.7 For greater certainty, and except as provided for in Section 12.5.11, a Marine Protected Area cannot be established without the agreement of Government and the NMRWB to establish the Marine Protected Area referred to in Section 12.5.6.
- 12.5.8 Prior to the establishment of a Marine Protected Area, Government and NMRWB shall develop a management plan. 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.
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- 12.5.9 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 12-3. 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 report to the Minister for the Minister's consideration and recommendation to the parties on the matters set forth in Schedule 12-3.
- 12.5.10 A failure of the parties to achieve a marine protected area agreement following completion of the process set out in Section 12.5.9 shall not preclude establishment of a Marine Protected Area.
- 12.5.11 Notwithstanding anything else in Section 12.5, in cases of emergency, Government may create a Marine Protected Area without following the process otherwise set out in Section 12.5 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.
- 12.6 Nunavik Inuit Access
- 12.6.1 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.
- 12.7 Information
- 12.7.1 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.
- 12.8 Dedication
- 12.8.1 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.
- 12.9 Application
- 12.9.1 In the event of any conflict between this Article and Article 5, Article 5 shall prevail.
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SCHEDULE 12-1

**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 12-2

**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 12-3

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 13

ENTRY AND ACCESS

13.1 General

13.1.1 Except as otherwise provided for in the Agreement, a person other than a Nunavik Inuk may not enter, cross or remain on Nunavik Inuit Lands without the consent of the MDO.

13.1.2 For greater certainty, a Nunavik Inuk and Nunavik Inuit may enter, cross or remain on Nunavik Inuit Lands year-round.

13.2 Public Access

13.2.1 The public has a right of access to a 100 foot (approximately 30.5 meter) 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.

13.2.2 No person exercising the right of access referred to in Section 13.2.1 shall establish camps or structures other than for merely casual or temporary purposes, engage in any development activity or harvest on the said strip.

13.2.3 Where the MDO requires exclusive possession, the right of access referred to in Section 13.2.1 and the right to cross Nunavik Inuit Lands referred to in Section 13.2.8 may be removed with the agreement of the MDO and Government.

13.2.4 A member of the public may enter and remain on Nunavik Inuit Lands for emergency purposes.

13.2.5 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.

13.2.6 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.

13.2.7 With the consent of the MDO, persons conducting research for any purposes other than those referred to in Section 13.3.6 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.

13.2.8 The rights of access to Nunavik Inuit Lands set out in Section 13.2 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.

13.2.9 Persons exercising rights under Section 13.2 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 these provisions.

13.2.10 The rights of access to Nunavik Inuit Lands under Section 13.2 are not subject to the payment of any fee, or any term or condition, except as provided in Section 13.2.

13.3 Government Access

13.3.1 Agents, employees and contractors of Government and members of the Canadian Forces and members of the Royal Canadian Mounted Police shall have the right, in accordance with these provisions, to enter, to cross and to remain on Nunavik Inuit Lands and water on Nunavik Inuit Lands to carry out legitimate government purposes relating to the lawful delivery and management of their programs and enforcement of laws.

13.3.2 Except for where agents, employees and contractors of Government need access to Nunavik Inuit Lands for the purpose of wildlife management and research, should Government, the Canadian Forces or the Royal Canadian Mounted Police require continuing use or occupancy of Nunavik Inuit Lands for more than eighteen months, including use of unmanned facilities, the MDO may require Government to obtain an interest in the land.

13.3.3 The right in Section 13.3.1 shall be subject to subsection 13.2.8(b) and Section 13.2.9.

- 13.3.4 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 13.3.1. Where agreement cannot be achieved, the matter shall be referred to arbitration as set out in Article 24. Government activities relating to enforcement of laws or on-site inspection activities shall not be subject to this Section.
- 13.3.5 Without limiting the generality of Section 13.3, terms and conditions required under Section 13.3.4 for exercising government access shall ensure that:
- (a) environmental protection measures are consistent with the provisions of the Agreement;
 - (b) information is provided; and
 - (c) location, time and duration of access is addressed.
- 13.3.6 Government agents, employees and contractors need access to Nunavik Inuit Lands for the purpose of wildlife management and research. Notwithstanding Section 13.3.1, access to Nunavik Inuit Lands by Government agents, employees and contractors for the purposes of wildlife management and wildlife research shall be subject to the approval of the Nunavik Marine Region Wildlife Board subsequent to consultation with the RNUK.
- 13.3.7 In the event that any person exercising access under Section 13.3.1 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 for the determination of liability and fixing of appropriate compensation as set out in Article 24.
- 13.3.8 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 13.3.9 and 13.3.10.
- 13.3.9 The Minister of National Defense (DND) may authorize access to Nunavik Inuit Lands and water on Nunavik Inuit Lands for the execution of manoeuvres by the Canadian Forces pursuant to Section 257 of the *National Defence Act* and with the exception of Section 13.3.8 nothing in these provisions applies to or affects such access authorized by the Minister of National Defence.
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13.3.10 Other than access for those manoeuvrers referred to in Section 13.3.9 access onto and across Nunavik Inuit Lands and water on Nunavik Inuit Lands for each manoeuvrer shall only occur after the negotiation and conclusion of an agreement with the MDO dealing with 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.

13.3.11 The rights of access to Nunavik Inuit Lands under Section 13.3, except under Section 13.3.2 are not subject to the payment of any fee, or any term or condition except as provided in Section 13.3.

13.4 Third Party Access

13.4.1 In the event that lands identified by the parties following completion of the process set out in Article 11 are subject to any third party interest, the Final Agreement shall set out provisions concerning access to those lands by the third party interest holder.

13.5 Expropriation

13.5.1 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 the Agreement.

13.5.2 Nothing in this Section shall be construed to give the Government of Nunavut more extensive powers of expropriation than are given to the legislatures of the Provinces.

13.5.3 An expropriation shall be approved by a specific order of the Governor in Council.

13.5.4 Any expropriation legislation coming into force after the date of ratification of the Final 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

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- (c) the determination of compensation by negotiation and mediation and, failing that, by reference to arbitration or committee referred to in Section 13.5.8.
- 13.5.5 Where an interest in Nunavik Inuit Lands is expropriated, the expropriating authority shall, if reasonably possible, offer compensation in the form of alternate lands of equivalent utility and value in the NMR, or in combination of lands and money.
- 13.5.6 Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Nunavik Inuit Lands. Lands acquired 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 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 committee referred to in Section 13.5.8.
- 13.5.7 The MDO shall not be required to take compensation in the form of alternate lands.
- 13.5.8 Where the MDO and the expropriating authority continue to disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be by arbitration;
- (a) as set out in the arbitration provisions of 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 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 13.5.9.
- 13.5.9 In determining the amount of compensation payable to the MDO the arbitrators or 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;
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- (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 the Final Agreement;
 - (j) an amount to cover reasonable costs associated with the MDO inspections as deemed appropriate by the arbitrators or 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.
- 13.5.10 Where an expropriating authority would have a power of expropriation of Nunavik Inuit Lands, or an interest therein under Section 13.5.1, that power may not be executed if:
- (a) 12% of all Nunavik Inuit Lands vesting on the date of ratification of the Final Agreement or an interest therein has already been and remains expropriated: or
 - (b) within each marine use region referred to in Article 11, 12% of Nunavik Inuit Lands in that region vesting on the date of ratification of the Final Agreement or an interest therein has already been and remains expropriated.
- 13.5.11 In calculating the areas expropriated in Section 13.5.10, no account shall be taken of those situations in which the MDO accepted alternative lands pursuant to Section 13.5.6.
- 13.5.12 Where Government has a right under Section 13.5.1, as qualified by Section 13.5, to expropriate Nunavik Inuit Lands which it requires for its public transportation purposes, except for improvements, Government need not pay compensation for the lands taken up to an amount not exceeding, in respect of each Nunavik Inuit Lands parcel, a percentage of that parcel to be identified in the Final Agreement. 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.
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13.5.13 In calculating the areas expropriated under Section 13.5.10, lands taken pursuant to Section 13.5.12 shall be taken into account.

13.6 Sand and Gravel

13.6.1 Notwithstanding anything in the Final 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 the Final Agreement for the purposes of obtaining an entry order enabling the removal of such material.

13.6.2 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.

13.6.3 If an entry order is granted, Government shall pay the MDO for the materials removed, the greater of:

- (a) \$_ per cubic meter, valued at the date of ratification of the 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.

13.6.4 The arbitrators shall determine the terms and conditions for access and compensation for access, and such compensation shall be determined in accordance with Section 13.5.9. The calculation of compensation shall not take into account any amount mentioned in Section 13.6.3, or the payment of any entry fee required by legislation.

13.6.5 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.

13.7 Application and Saving

13.7.1 For greater certainty, any person exercising access rights referred to under this Article, except rights referred to under Section 13.2 and Section 13.3.8 to Section 13.3.10, shall acquire appropriate authorizations where required,

including under Article 7 of the Final Agreement and Article 13 of the NLCA prior to the exercise of those rights.

- 13.7.2 No person may acquire by prescription an estate or interest in Nunavik Inuit Lands.
- 13.7.3 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.
- 13.7.4 For greater certainty, a Nunavik Inuk may be the holder of a third party interest.

ARTICLE 14

GOVERNMENT OF CANADA CONTRACT AND EMPLOYMENT PRIORITY

14.1. In this Article:

“federal 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;

“Government of Canada” means all federal departments and departmental corporations listed in Schedules I and II, and parent Crown Corporations listed in Schedule III, Part I of the *Financial Administration Act* RSC 1985, Chapter F-11;

“Nunavik Inuit Enterprise” means a partnership, including a joint venture partnership, at least fifty percent of which is owned by one or more Nunavik Inuit, or a co-operative or non share-capital corporation, a majority of whose voting members are Nunavik Inuit, or a share-capital corporation, a majority of whose voting shares are beneficially owned by one or more Nunavik Inuit, or a share-capital corporation, a majority of whose voting shares are owned by one of the foregoing.

- 14.2. 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.
- 14.3. The Government of Canada undertakes to take all reasonable and timely measures to provide Nunavik Inuit and Nunavik Inuit Enterprises with priority with respect to federal contracts to be carried out in the NMR.
- 14.4. All reasonable and timely measures for the purposes of Section 14.2 and Section 14.3 shall be set forth in the Final Agreement and shall minimally include provisions to ensure timely notice to Nunavik Inuit of the above mentioned employment and contract opportunities and design of contract packages to provide Nunavik Inuit a reasonable opportunity to submit competitive tenders.

ARTICLE 15

WILDLIFE COMPENSATION

15.1 In this Article:

“authority” means the entity which shall be identified in the Final Agreement;

“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, any municipal, territorial, provincial or federal government undertaking or extension thereof, on land or water in the Nunavik Marine Region (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.

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

15.3 Subject to Section 15.4, this Article shall apply to marine transportation occurring on or after the coming into effect of the Final Agreement that is directly associated with any commercial or industrial or any municipal, territorial, provincial or federal government undertaking, or any extension thereof, on land or water in the NMR but does not apply to marine transportation not directly associated with such undertakings.

- 15.4 The Government of Canada shall by the date of the ratification of the Final Agreement specify a person, a fund or both, capable of assuming liability for marine transportation imposed under this provision by Section 15.3 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.
- 15.5 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.
- 15.6 A developer is not liable where that developer establishes that the loss or damage was wholly the result of a fortuitous event.
- 15.7 With respect to flora, a developer is liable under Section 15.5 only for those species contained in Schedule 15-1 which Schedule will be provided before the Final Agreement. Schedule 15-1 shall be reviewed by the parties every five (5) years for the purposes of updating the list of species in Schedule 15-1, if necessary, on the anniversary date of the execution of the Final Agreement.
- 15.8 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.
- 15.9 Claimants shall make all reasonable efforts to mitigate against any loss or damage.
- 15.10 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, the developer or the claimant or a MDO on behalf of the claimant may submit the claim to the authority for a hearing.
- 15.11 In hearing a claim, the authority is not bound by strict rules of evidence and may take into account any fact or material which it considers relevant. The authority,
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- 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.
- 15.12 The authority may appoint experts and may call witnesses.
- 15.13 As a general principle, compensation shall not be a guaranteed annual income in perpetuity. A compensation award may be reviewed by the authority at the request of either party to the hearing.
- 15.14 A claim must be made within three years of the date on which the loss or damage occurred, or within three years of the date on which the loss or damage became known to the claimant.
- 15.15 The authority 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 it or within such further period of time as the parties to the hearing may otherwise agree in writing. The authority shall make a decision within thirty (30) days of completing the hearing of a claim.
- 15.16 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 authority 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 authority; 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.
- 15.17 At the request of a claimant, the authority shall register the compensation decision in the Nunavut Court of Justice and the claimant may use that court to enforce the decision. The authority may provide assistance in the enforcement of its decision.
- 15.18 In deciding upon the location of a hearing of the authority, the convenience of the claimant shall be a major factor in the decision of the authority.
- 15.19 When the authority determines that loss or damage was caused by more than one developer, those developers shall be severally liable. The authority shall apportion liability in accordance with generally accepted principles of statute and common law.
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- 15.20 The expenses incurred by the authority in determining claims under this Article shall not be borne by the claimant nor any MDO acting on behalf of the claimant.
- 15.21 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 appropriate authority under Section 15.10, the decision of the authority shall be conclusive in relation to all losses and damages described in Section 15.5 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.
- 15.22 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.
- 15.23 Nothing in the Final 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 the Final Agreement.

ARTICLE 16

RESOURCE ROYALTY SHARING

PART 1: NUNAVIK INUIT RIGHT TO ROYALTY

- 16.1.1 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 2: PAYMENT OF ROYALTY

- 16.2.1 Government shall pay the MDO the amount due to them pursuant to 16.1.1 as follows:
- (a) The Government of Canada shall pay fifty percent on the first two million dollars of resource royalty received by it in each and every calendar year;
 - (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 one million dollars;
 - (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.
- 16.2.2 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 date of ratification of the Final Agreement.
- 16.2.3 Payments remitted to the MDO shall be in quarterly payments on an as received basis.
- 16.2.4 Government shall annually provide the MDO with a statement indicating the basis on which royalties were calculated for the preceding year.
- 16.2.5 On the request of the MDO, Government shall request the Auditor-General to verify the accuracy of the information in the annual statements.

PART 3: CONSULTATION

- 16.3.1 Government shall consult with the MDO 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 MDO.

PART 4: AREA OF APPLICATION

- 16.4.1 This Article applies to the Nunavik Marine Region.

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ARTICLE 17

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CAPITAL TRANSFERS

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17.1 Capital Transfer Payments

17.1.1 Canada shall make capital transfer payments to Makivik or an MDO in accordance with the following provisions.

17.1.2 A provisional schedule of payments will be negotiated prior to the initialling of the Final Agreement such that:

- (a) the provisional schedule will provide for a first payment on the Effective Date and subsequent payments on each anniversary date;
- (b) the present value of the amounts listed in the provisional schedule will equal \$50 million; and
- (c) the present value referred to in subsection 17.1.2 (b) will be calculated using as a discount rate, the most recent appropriate Consolidated Revenue Fund Lending Rate available prior to the signing of the Final Agreement, less one eighth of one percent.

17.1.3 A final schedule of payments will be calculated prior to the Effective Date by multiplying each amount in the provisional schedule of payments by the value of the Canada Final Domestic Demand Implicit Price Index (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 2000.

17.1.4 Payments will be made to Makivik or an MDO in accordance with the final schedule of payments, which shall be incorporated into the Final Agreement immediately prior to the Effective Date.

17.2 Negotiation Loan Repayment

17.2.1 Prior to the signing of the Final Agreement, the outstanding amount of negotiation loans of Makivik shall be determined up to the time of signing the Final Agreement and serve to establish a provisional schedule of repayments of the negotiation loans in accordance with the following provisions.

17.2.2 A provisional schedule of payments for the repayment of negotiation loans will be negotiated prior to the signing of the Final Agreement such that:

- (a) the provisional schedule of repayments will provide for a first repayment on the Effective Date and subsequent repayments on any or all of the anniversary dates;

- (b) the present value of the amounts listed in the provisional schedule will equal the outstanding amount of negotiation loans (principal plus accrued interest) as at the date of signature of the Final Agreement as described in Section 17.2.1; and
- (c) the present value referred to in Section 17.2.2 (b) will be calculated using as a discount rate, the most recent appropriate Consolidated Revenue Fund Lending Rate available prior to the signing of the Final Agreement, less one eighth of one percent.

17.2.3 The amounts in the provisional schedule referred to in Section 17.2.2 will be adjusted by multiplying each amount by the following factor:

$$(1 + I / T)$$

where "I" is the sum of any interest which may have accrued , under the terms and conditions of the individual loan agreements, between the date of signature of the Final Agreement and the Effective Date; and

where "T" is the outstanding amount of negotiation loans as at the date of signature of this Agreement as referred to in Section 17.2.1.

17.2.4 Canada will set off and deduct from a payment made under Section 17.1 the amount of a repayment to be made under Section 17.2 on the same date.

17.2.5 Except as provided in this part, terms and conditions of the negotiation loans shall remain unaffected.

ARTICLE 18

TAXATION

PART 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 or the MDO, of the following amounts paid by the Government of Canada pursuant to the Final Agreement:

- (a) any capital transfer referred to in Article 17;
- (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 or the MDO or any other recipient of a portion of the capital transfer, and to the recipient of any capital or income from Makivik or the MDO.

18.1.3 Nunavik Inuit Lands shall be deemed not to be reserves for the purposes of Section 87 of the *Indian Act*, R.S.C. 1985, c.I-5.

PART 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 the Final Agreement.

Acquisition Cost of Lands

18.2.2 The cost of acquisition to a Nunavik Inuk or to Makivik or a MDO of any real property acquired under the Final 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 or 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.

Disposition of Lands

18.2.3 Where any real property acquired under the Final 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 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 2: GENERAL PROVISIONS

19.2.1 Subject to this Article and the Final Agreement, 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 the 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 the Nunavik Inuit Lands.

19.2.2 Subject to Section 19.2.4, the 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 tax arrears.

19.2.5 No federal, territorial, provincial or municipal charge, levy or tax shall be payable in 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

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 Nunavik Marine Region (NMR);

"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;

"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;

"areas administered by Parks Canada" means National Parks, National Marine Conservation Areas, National Historic Parks and National Historic Sites administered by Parks Canada under the *Historic Sites and Monuments Act* and the *National Parks Act*;

"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;

"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;

"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.

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 same.

20.2.4 A MDO shall be invited to participate in any development of government policy and legislation on archaeology in the NMR.

20.3 Permits

20.3.1 Upon receipt of any application for a permit authorizing an archaeological investigation, 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 to the application in writing.

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 subsection 20.3.3 (b).

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

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- (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 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.

20.3.11 Each land use permit referred to in 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.

20.4 Title in Archaeological Specimens

20.4.1 Government and the MDO shall jointly own all archaeological specimens found within the NMR following the date of ratification of the Final Agreement and that are not:

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- (a) public records;
 - (b) the private property of any person; or
 - (c) within areas administered by Parks Canada.
- 20.4.2 Archaeological specimens found within areas of the NMR administered by Parks Canada shall be managed in accordance with the provisions of the Final Agreement.
- 20.4.3 Any disturbance or disposition of archaeological specimens shall be managed in accordance with this Article.
- 20.4.4 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.
- 20.4.5 Where the Designated Agency and the MDO cannot reach an agreement on a proposal for a long-term alienation, as outlined in 20.4.4, 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 the Final Agreement, the provisions of this Article, and any other relevant consideration.
- 20.4.6 Subject to Section 20.4.4, the MDO shall determine the disposition of all archaeological specimens found on Nunavik Inuit Lands.
- 20.4.7 Subject to Section 20.4.4, 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.
- 20.4.8 Public records wherever they are found shall be owned and managed by the government by which they were created or held.
- 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;
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- (d) the Canadian Museum of Civilization, the National Archives of Canada, Parks Canada 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 Where the MDO requests possession of any archaeological specimen mentioned in Section 20.5.1, but such archaeological specimen is currently on loan to a party other than a federal or territorial government agency, the MDO shall have priority over all other persons to obtain possession of the archaeological specimen, subject to compliance with any conditions outlined in Section 20.5.1 and Section 20.5.2.
- 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.
- 20.6 Employment and Contracting
- 20.6.1 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
- 20.6.2 Any archaeological programs in the NMR that are administered by Government shall conform with Article 14.
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SCHEDULE 20-1

DESIGNATED AGENCIES

(Section 20.1.1 "Designated Agency")

PART 1: GOVERNMENT OF CANADA

Canadian Museum of Civilization
National Archives of 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****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.

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;
- (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 Where the MDO requests the loan of any ethnographic resource mentioned in Section 21.2.1, but such ethnographic resource is currently on loan to a party other than a federal or territorial government agency, the MDO shall have priority over all other persons to obtain the loan of the said ethnographic resource, subject to compliance with any conditions outlined in Section 21.2.1 and Section 21.2.2.
- 21.2.4 Where the Ethnographic agency has agreements with third parties who have originated ethnographic resources which govern their use and disposition, those agreements will be respected.
- 21.3 Use of Archival Records
- 21.3.1 Where the MDO requests the loan of original archival records to the NMR for display or exhibit, or copies of such archival records for research or study purposes, from the National Archives of 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.
- 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 comparable to that set out in the Territorial Government Directive 17.03 on *Geographical And Community Names*, dated May 28, 1990, subject to the requirement that the MDO be consulted on any place name decisions.
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ARTICLE 22

MAKIVIK CORPORATION DESIGNATED ORGANIZATIONS (MDO)

- 22.1 Nunavik Inuit shall maintain Makivik Corporation and ensure it operates with accountability to, and democratic control by, Nunavik Inuit.
- 22.2 Makivik Corporation 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 the Final Agreement where that MDO has the capability to undertake that power, function or authority.
- 22.3 Makivik Corporation may revoke a designation under Section 22.2 at any time.
- 22.4 Makivik Corporation 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 Corporation shall be responsible for a power, function, duty or authority of a MDO under the Final 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 Corporation 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 the Final 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 Corporation and every MDO designated under Section 22.2 shall be subject to laws of general application except as otherwise provided for in the Final 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 Corporation or a MDO in exercising or failing to exercise a power, function, duty or authority acquired under the Final Agreement.
- 22.11 Without limiting the rights of a Nunavik Inuk in relation to Makivik Corporation or a MDO, every power, function, duty or authority exercised by Makivik Corporation or a MDO under the Final Agreement shall be deemed to be exercised on behalf of and for the benefit of Nunavik Inuit.

22.12 Nunavik Inuit shall not be liable as principal of Makivik Corporation or a MDO in respect of any power, function, duty or authority exercised by it under the Final 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

23.1 Principles

23.1.1 The following principles shall guide the implementation of the Final 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 the Final Agreement which shall mirror the spirit and intent of the Final Agreement and its various terms and conditions;
- (b) implementation shall reflect the objective of the Final Agreement of encouraging self-reliance and the cultural and social well-being of Nunavik Inuit;
- (c) to promote timely and effective implementation of the Final 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 the Final 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 the Final Agreement.

23.2 Implementation Plan

- 23.2.1 (a) Makivik and Government of Canada and Government of Nunavut ("the parties to the Implementation Plan") shall prepare a detailed Implementation Plan prior to the Final Agreement which shall be appended to but not form part of the Final Agreement. The plan is not intended to be a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*;
- (b) For greater certainty, in the event of conflict or inconsistency between the Final Agreement and the Implementation Plan, the Final Agreement shall prevail.
- 23.2.2 (a) Subject to subsection 23.2.2 (b), all provisions of the Implementation Plan shall be consolidated into a contract except as otherwise agreed by the parties to the Implementation Plan;
- (b) In any event, a provision of the Implementation Plan providing for the payment of funds as a result of an obligation created in the Final Agreement shall be legally binding, provided the parties agree that payment of those funds constitutes the fulfilment of that obligation.
- 23.2.3 The Implementation Plan shall:
- (a) identify the ongoing and time-limited obligations, specific activities, and projects required to implement the 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 the Final Agreement for an initial ten-year planning period following ratification of the Final Agreement taking into account the need for coordination with the Nunavut Planning Commission and the Nunavut Impact Review Board;
- (d) identify, at times deemed appropriate by the parties to the Implementation Plan, the implementation activities and funding levels for implementing the Final 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 the Final Agreement;
- (f) provide for a process for monitoring the implementation of the Final Agreement by requiring the establishment of an Implementation Committee to oversee, monitor and report on implementation of the Final 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.

23.2.4 For greater certainty, negotiations between the parties to the Implementation Plan concerning the detailed Implementation Plan shall commence as soon as possible after the initialling of this agreement at a time agreed to by the parties and shall be concluded prior to the ratification of the Final Agreement.

23.3 The Implementation Committee

- 23.3.1 As soon as practicable, but no later than three (3) months after the date of the coming into effect of the Final Agreement, an Implementation Committee shall be established.
- 23.3.2 The Implementation Committee shall be composed of three senior officials: one representing the Government of Canada designated by the Minister; one representing the Government of Nunavut; and one representing Makivik.
- 23.3.3 The Implementation Committee shall:
- (a) oversee and provide direction to guide the implementation of the Final 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 LAND, the Premier of Nunavut and Makivik with a report every two years, which shall be made public, on the implementation of the Final Agreement; and
- (f) make recommendations for the implementation of the Final Agreement, including the role of the committee, to the parties to the Implementation Plan for future planning periods following the initial ten-year period.

23.3.4 The report referred to in Section 23.3.3 shall be a cost of the Government of Canada.

23.3.5 All decisions of the Implementation Committee shall be by unanimous agreement of all members.

23.4 Nunavik Inuit Implementation Fund

23.4.1 The Nunavik Inuit Implementation Fund shall be established upon ratification of the Final Agreement and shall be administered by Makivik.

23.4.2 The Nunavik Inuit Implementation Fund shall be used to:

- (a) assist Makivik to establish the entities required for Nunavik Inuit to carry out their responsibilities in implementing the Final Agreement;
- (b) assist Nunavik Inuit to take advantage of the opportunities, including economic opportunities, arising from the Final Agreement; and
- (c) assist Makivik to provide training to Nunavik Inuit.

23.4.3 Upon ratification of the Final Agreement, the Government of Canada shall provide implementation funding in an amount to be identified in the Final Agreement to Makivik as capital for the Nunavik Inuit Implementation Fund.

23.4.4 For greater clarity, the obligation in Section 23.4.3 is a one-time payment to assist Makivik in undertaking Section 23.4.2 but is not intended by the parties to fulfill or discharge the ongoing funding responsibilities of the Government of Canada for the implementation of the Final Agreement.

ARTICLE 24**DISPUTE RESOLUTION PROCESS**

- 24.1 The following matters may be arbitrated pursuant to this Article:
- (a) matters specifically designated in other articles of the Final 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 the Final Agreement including, without limiting the generality of the foregoing, any matter concerning the interpretation, application or implementation of the Final Agreement.
- 24.2 No arbitration decision made pursuant to this Article may alter, amend, delete or substitute any provision of the Final 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 in Nunavut pursuant to the *Nunavut Act* 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 subsection 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 in Nunavut pursuant to the *Nunavut Act* 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 the decision is the date on which the decision 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 FOR FINAL AGREEMENT

- 25.1 The Final Agreement shall be submitted for ratification by the parties as set out in this Article only after it has been initialed by Chief negotiators for Makivik and Government.
- 25.2 Nunavik Inuit shall be considered to have ratified the Final Agreement when:
- (a) a majority of all eligible Nunavik Inuit voters by way of the Nunavik Inuit ratification vote approve the Final Agreement and authorize duly appointed officers of Makivik to sign the Final Agreement; and
 - (b) the duly appointed and authorized officers of Makivik sign the Final Agreement.
- 25.3 Her Majesty the Queen in Right of Canada shall be considered to have ratified the Final Agreement when:
- (a) the Final Agreement is signed by a Minister of the Crown; and
 - (b) a statute ratifying the Final Agreement is enacted by Parliament and comes into force.
- 25.4 Upon initialling of the Final Agreement, a Ratification Committee shall be established with responsibility to conduct the Nunavik Inuit ratification vote.
- 25.5 The Ratification Committee shall consist of three individuals named by Makivik, one individual named by the Minister of IAND and one individual named by the Premier of Nunavut.
- 25.6 The Ratification Committee shall prepare a budget, subject to review and approval by the Minister of IAND, 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.
- 25.7 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 Nunavik Inuit who are eighteen (18) years of age or older on the last day of the ratification vote and alive.
- 25.8 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 born after the year to be set out in the Final Agreement.

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- 25.9 Not less than 60 days, and not more than 90 days, after the Ratification Committee receives the list referred to in Section 25.8, 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 25.8, less those individuals under 18 years of age on the last day of the Nunavik Inuit ratification vote.
- 25.10 On or before the date to be set out in the Final Agreement, 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.
- 25.11 Applications referred to in Section 25.10 shall be reviewed by the Voters List Committee consisting of three members appointed by Makivik and one non-voting member appointed by the Minister of IAND.
- 25.12 The decision of the Voters List Committee in respect of an application shall be final and the Voters List Committee shall notify the applicant, any person whose eligibility has been challenged and the Ratification Committee, of its decision.
- 25.13 Within seven days after the Voters List Committee has rendered a decision on all applications, the Ratification Committee shall forward to the Government and Makivik the amended preliminary voters list. Upon receipt of approval of this list from the Minister of IAND 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.
- 25.14 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 the Final 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.
- 25.15 The Nunavik Inuit ratification vote shall be held no earlier than 7 days after the publication of the Official Voters List on such day or days as may be agreed to by the Ratification Committee.
- 25.16 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.
- 25.17 The vote shall be by secret ballot.
- 25.18 Voting ballots shall be in Inuktitut, and Canada's official languages.
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- 25.19 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 months shall transfer all such documentation to the National Archives of 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.
- 25.20 Following signing of the Final Agreement by the parties, and upon consultation with Makivik, the Government of Canada shall present the Final Agreement to Parliament, and propose the enactment of the ratification statute. The proposed statute shall:
- (a) contain a clear statement that the Final Agreement is ratified, approved, given effect and declared valid;
 - (b) stipulate that the Final Agreement is binding on third parties;
 - (c) state that where there is an inconsistency or conflict between the ratification statute and the Final Agreement, the Final 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 Article 16 and Article 17;
 - (e) comply with Sections 53 and 54 of the *Constitution Act, 1867*;
 - (f) include two 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 a Final Agreement; and
 - (ii) the Final Agreement contemplates ratification by Her Majesty by an Act of Parliament; and
 - (g) make the statute binding on the Crown.
- 25.21 The Nunavik Inuit ratification vote shall be completed no later than a date to be set out in the Final Agreement.
- 25.22 Ratification by Her Majesty the Queen in Right of Canada shall be completed no later than a date to be set out in the Final Agreement.
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25.23 The time limits to be established in the Final Agreement providing for the ratification procedure for the final Agreement may be varied by agreement of Makivik and the Minister of IAND.

SCHEDULE 25-1

NUNAVIK INUIT COMMUNITIES

- | | |
|--------------------|----------------|
| - Akulivik | - Kuujjuaq |
| - Aupaluk | - Kuujjuarapik |
| - Inukjuak | - Mailasie |
| - Ivujjivik | - Povungnituk |
| - Kangiqsualujjuaq | - Quartaq |
| - Kangiqsujuaq | - Salluit |
| - Kangirsuk | - Tasiujaq |
| | - Umiujaq |

ARTICLE 26

RATIFICATION OF AGREEMENT

- 26.1 After initialling the Agreement, the Chief Negotiators of the parties shall seek ratification.
- 26.2 In the case of the Nunavik Inuit, the ratification of the Agreement shall be by resolution of the Board of Directors of Makivik approving the Agreement and authorizing the signature thereof as soon as possible after initialling.
- 26.3 In the case of Her Majesty the Queen in Right of Canada, ratification shall be by signature by a Minister of the Crown as soon as possible after initialling of the Agreement and ratification by the Nunavik Inuit.

ARTICLE 27

OTHER ABORIGINAL PEOPLES

- 27.1 In this Article:
- “Aboriginal claimant group” means aboriginal peoples having a comprehensive land claim to any part of the NMR which claim has been accepted by Canada for the purposes of negotiation.
- 27.2 Provisions in respect of any overlapping interests in the NMR between the Nunavik Inuit and other aboriginal claimant groups may be set out in the Final Agreement.
- 27.3 In the event of any inconsistency or conflict between the Final Agreement and Article 40 of the *Nunavut Land Claims Agreement*, the latter shall prevail to the extent of such inconsistency or conflict.
- 27.4 For greater certainty, and without limiting Section 2.24, nothing in the Final Agreement, or in any legislation ratifying or implementing its terms, shall:
- (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) be interpreted as to 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.
- 27.5 Nothing in the Final Agreement shall limit the negotiation of agreements between Nunavik Inuit and any other aboriginal peoples respecting overlapping interests or claims, except that the provisions of such agreements shall not be binding on Government or any person other than Nunavik Inuit and those aboriginal peoples without the consent of Government.

ARTICLE 28

RECIPROCAL ARRANGEMENTS BETWEEN NUNAVIK INUIT
AND INUIT OF NUNAVUT

General Provisions

28.1 The objects of this Article are 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.

Definitions and Interpretations

28.2 In this Article:

"Areas of Equal Use and Occupancy" means those areas described in Schedule 40-1 of the *Nunavut Land Claims Agreement* and depicted for information purposes only on the map appended as Schedule 28-1 of the Final Agreement;

"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 Section 28.5 and 28.6 and Article 5 of the Final 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;

"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 Lands as defined in Section 1.1.1 of the *Nunavut Land Claims Agreement*;

"Nunavik Inuit" means Nunavik Inuit as defined in Article 1 of this 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;

"NIRB" means the Nunavut Impact Review Board, as defined in Section 1.1.1 of the *Nunavut Land Claims Agreement*;

"NPC" means the Nunavut Planning Commission, as defined in Section 1.1.1 of the *Nunavut Land Claims Agreement*;

"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 Tunngavik, as defined in Section 1.1.1 of the *Nunavut Land Claims Agreement*;

"Organization" means an Organization, as 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.

28.3 The Schedule referred to in this Article forms an integral part of it.

Wildlife Harvesting

28.4 Subject to Sections 28.6 and 28.7, 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.

28.5 Subject to Sections 28.6 and 28.8, 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 the Final Agreement, except the Inuit of Nunavut do not have the rights under Part 2 of Article 5 and Sections 5.2.7, 5.3.15, 5.8.2 and 5.8.3 of that Article.

28.6 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.

28.7 Makivik shall exercise the power of an HTO or RWO on behalf of Nunavik Inuit.

28.8 Nunavut Tunngavik Incorporated shall exercise the power of a LNUK or RNUK on behalf of the Inuit of Nunavut.

Areas of Equal Use and Occupancy: Land Ownership

28.9 Those lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 28-1 of this Agreement are vested in the form indicated on the Maps referred to in those Schedules, 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.

28.10 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 28.9. 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.

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- 28.11 All provisions of the Final 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 to in Section 28.9. Any power of a MDO under the Final 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.
- 28.12 With respect to the lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 28-1 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.

- 28.13 No act or inaction by either of the Two Groups in relation to Section 28.12 shall impose any liability on Government.

Areas of Equal Use and Occupancy: Other Benefits

- 28.14 Notwithstanding Section 28.4 and subject to Section 28.17 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.
- 28.15 Notwithstanding Section 28.5 in the Areas of Equal Use and Occupancy, the rights of Nunavik Inuit pursuant to Section 5.3.13 (iii, iv & v) and to Articles 12, 20 and 21 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.

- 28.16 For greater certainty, notwithstanding Section 28.4, 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.
- 28.17 Section 28.14 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.

Areas of Equal Use and Occupancy: Management

- 28.18 Notwithstanding Section 28.4, in the period before the Final Agreement is ratified, Makivik, on behalf of Nunavik Inuit, shall appoint to the NWMB and shall 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 member 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.
- 28.19 In association with the conclusion of the Final Agreement, Government, the Inuit of Nunavut and the Nunavik Inuit shall decide on appropriate permanent wildlife and land and water management regimes for the Areas of Equal Use and Occupancy.
- 28.20 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 shall take those representations into account.
- 28.21 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.

Mutual Protection of Rights and Interests, between the Two Groups

- 28.22 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 Quebec Agreement, in a manner consistent with the rights and interests of the other Group.

- 28.23 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 application of appropriate management techniques aimed at the rational and sustainable use of resources.
- 28.24 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.
- 28.25 Before the Final Agreement is ratified, to the extent they have the authority, Nunavik Inuit shall permit the Inuit of Nunavut to appoint or nominate an equal number of members to any resource management institution or panel, to which Nunavik Inuit may appoint or nominate members, when that institution or panel is making a decision that may affect the rights or interests of the Inuit of Nunavut in the Areas of Equal Use or Occupancy.
- 28.26 Notwithstanding Section 31.1.1 of the *Nunavut Land Claims Agreement* and Section 16.1.1 of this Agreement the Two Groups shall share equally any revenues obtained by either Group resulting from any right to a share of resource royalties in the Areas of Equal Use and Occupancy pursuant to a land claim agreement.
- 28.27 If any lands, additional to those described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 28-1 of the Final Agreement, are acquired by Nunavik Inuit in the Areas of Equal Use and Occupancy under the Final Agreement, the Inuit of Nunavut will acquire title thereto as joint tenants and not as tenants in common with Nunavik Inuit.
- 28.28 Nothing in Section 40.2.22 of the *Nunavut Land Claims Agreement* or Section 28.27 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.
- 28.29 Sections 28.22 to 28.26 express arrangements between the Two Groups and neither 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.

Status and Security of Rights

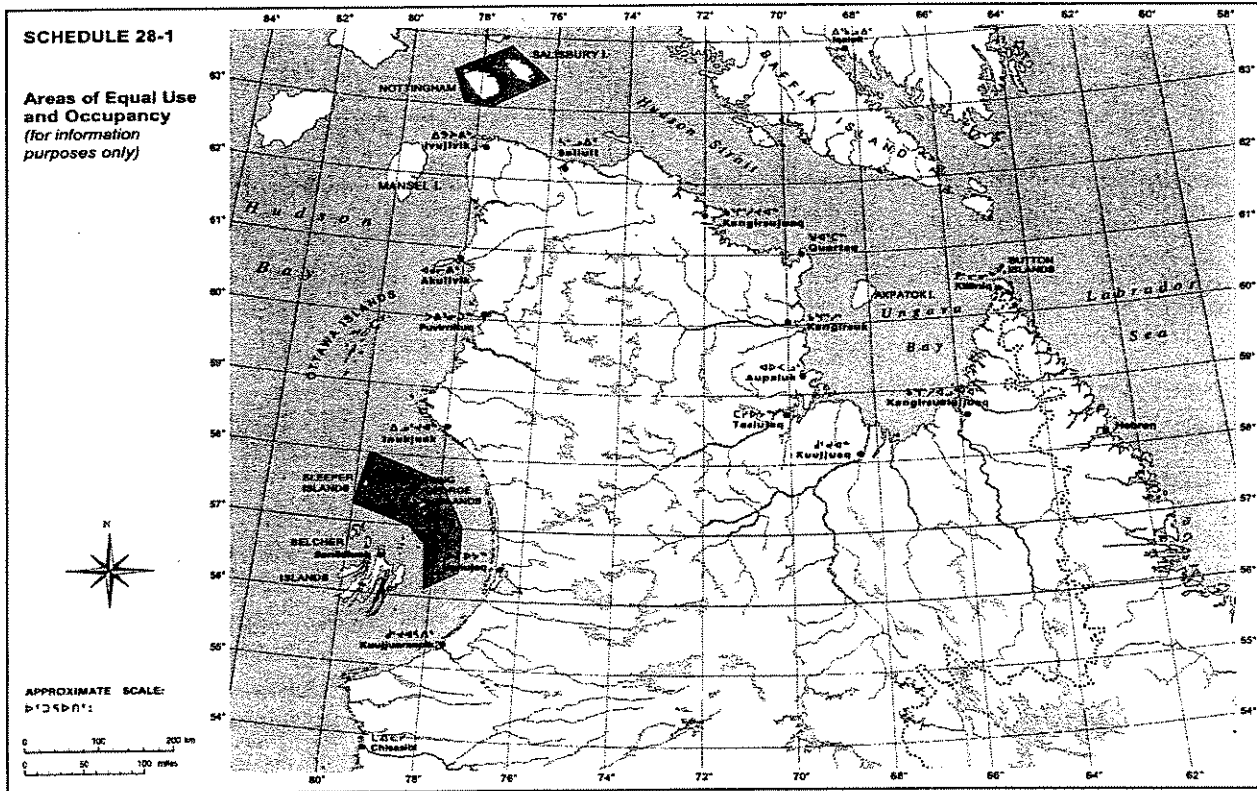
- 28.30 In addition to any person or body that is recognized by laws of general application as having standing, a MDO on behalf of Nunavik Inuit and a DIO on behalf of the Inuit of
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Nunavut shall have standing before an appropriate court or other body to enforce this Article against the Crown or any person.

28.31 Notwithstanding Section 2.14 of this Agreement, this Article shall not be amended without the prior written consent of Nunavut Tunngavik Incorporated.

28.32 In the event of conflict or inconsistency between the Sections of this Article other than Sections 28.22 to 28.25, and any other provisions of the Final Agreement, the Sections of this Article other than Sections 28.22 to 28.25 shall prevail.

28.33 The Government of Canada will not include any provisions in the Final Agreement contrary to this Article.



SIGNATORIES TO THE AGREEMENT

SIGNED at _____, on the _____ day of _____, 2002.

FOR:

FOR:

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

NUNAVIK INUIT

On Behalf of the Government of Canada

On Behalf of the Makivik Corporation

Name: _____
[in Block Letters]

Name: _____
[in Block Letters]

Title: _____

Title: _____