

Nunavik Inuit Land Claims Agreement



Implementation Plan

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Nunavik Inuit Land Claims Agreement

Implementation Plan

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IMPLEMENTATION PLAN
FOR THE
NUNAVIK INUIT LAND CLAIM AGREEMENT

DEVELOPED BY:

The **Makivik Corporation**, (“Makivik”) herein acting for and on behalf of the Nunavik Inuit and on its own behalf, and represented by its undersigned authorized representatives; and

Her **Majesty the Queen in right of Canada**, ("Canada") as represented by the Minister of Indian Affairs and Northern Development (IAND)

(hereinafter referred to as the “Parties”)

WHEREAS the "Nunavik Inuit Land Claim Agreement", (hereinafter referred to as "NILCA"), has been signed by Makivik and Canada;

AND WHEREAS Article 23 of the NILCA requires an Implementation Plan which is to guide the implementation of the NILCA by the Parties;

AND WHEREAS representatives of the Parties have developed this Implementation Plan, hereinafter referred to as the "Plan", which identifies certain activities to be undertaken and certain costs which shall be incurred with respect to the implementation of the NILCA during the initial 10 year implementation period;

THEREFORE the Parties agree as follows:

1. Interpretation

- 1.1 The terms used in this Plan have the same meanings as those in the NILCA in respect of the provisions to which they relate.
- 1.2 The Plan shall be interpreted so as to promote the implementation of the NILCA.
- 1.3 Without limiting the generality of Section 1.2, the Plan shall be interpreted in accordance with the principles set out in Section 23.1 and the provisions set out in 23.2 of the NILCA.
- 1.4 For greater certainty, any responsibility assigned in Annex A (i.e. Implementation Plan Activity Sheets for the Nunavik Inuit Land Claims Agreement) to Nunavik Inuit, to Makivik by Nunavik Inuit, or to a MDO, shall not be an obligation of the Government of Canada or the Government of Nunavut.

- 1.5 For greater certainty, all rights and obligations of the Nunavik Inuit under this Plan may be enforced by and against Makivik.
- 1.6 Nothing in the Plan is to be considered an amendment to, modification of, or derogation from the NILCA.
- 1.7 Where there is any inconsistency or conflict between the Plan and the NILCA, the NILCA shall prevail to the extent of the inconsistency or conflict.

2. Status of the Plan

- 2.1 The Plan constitutes a legally binding contract between the Parties unless otherwise specified.
- 2.2 The Plan includes documents which identify certain activities to be undertaken and certain costs which shall be incurred in order to implement the NILCA.
- 2.3 The Plan does not form part of the NILCA and is not a land claims agreement or a treaty within the meaning of section 35 of the *Constitution Act 1982*.

3. Contents of the Plan

- 3.1 The Plan comprises the following sections:
 - General Provisions and Contract
 - Implementation Plan Activity Sheets for the NILCA (Annex A)
 - Financial Information Summary (Annex B)
 - Communication and Information Strategy (Annex C)
- 3.2 The English version of this Plan is the authoritative version.
- 3.3 Annex A (Implementation Plan Activity Sheets) identifies certain activities to be undertaken during the initial ten-year implementation period. Annex A is not legally binding. The activities and the estimates of certain costs referred to in 2.2, are based on assumptions made by the parties in order to determine the level of financial and human resources sufficient to undertake the activities to fulfill the obligations identified in the NILCA.
- 3.4 Annex B (Financial Payments Summary) identifies the payment of funds and any annual adjustments during the initial implementation period of ten years from the effective date of the NILCA for the following:
 - Part 1 - Boards and Commission
 - Part 2 - Enrolment and Eligibility
 - Part 3 - Nunavik Inuit Wildlife Research Fund
 - Part 4 - Implementation Funding
 - Part 5 - Government of Nunavut
 - Part 6 - Annual Adjustments

- 3.5 Annex C (Communications and Information Strategy) identifies a communication and information strategy to inform Nunavik Inuit and interested third parties of the content of the Agreement and the accompanying Implementation Plan in accordance with section 23.2.3 (e) of the Agreement. Annex C is not legally binding.

4. Financial Payments

- 4.1 Canada's financial payments described herein are subject to annual appropriation by Parliament.
- 4.2 Recognizing that years 1 to 10 may not coincide with government's fiscal years (April 1 to March 31) and that the recipients of the annual amounts identified in Annex B (Financial Information Summary) will need to budget on a fiscal year basis, those amounts will be allocated at the time of ratification to fiscal years in the manner described in Annex B. Upon verification of the calculations by the Implementation Committee, the fiscal year allocations will be deemed to replace the amounts in Annex B.
- 4.3 The Year 1 payments to the Government of Nunavut shall be made as soon as possible after the effective date of the NILCA. The first year's payments to the NMR Impact Review Board, the NMR Wildlife Board and NMR Planning Commission shall be made as soon as possible after the establishment of those bodies and, in accordance with subsections 5.6.16, 6.4.3, and 7.2.33 of the NILCA, the approval of their first budget.
- 4.4 The fiscal year allocations as calculated under 4.3, will be subject to annual adjustments in the manner described in Annex B (Financial Payments Summary), Part 6 - Annual Adjustments.

5. Implementation Funding

- 5.1 Pursuant to Section 23.4.1 of the NILCA, the Government of Canada shall provide implementation funding payments to Makivik and the Nunavik Inuit Trust (NIT) in accordance with Schedule A of Part 4 of Annex B, including funding for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada and for Nunavik Inuit Claims in Labrador onshore and offshore. Any payments made pursuant to Section 23.4.1 are not intended by the parties to fulfill or discharge the ongoing funding responsibilities of the Government of Canada for the implementation of this Agreement.
- 5.2 The Government of Canada's obligation to provide implementation funding in the amounts identified in Annex B shall not diminish in any way:
- a) the obligation of Her Majesty in Right of Canada to fulfil the financial aspects of the obligations in the NILCA other than the obligations referred to in sections 5.1 and 5.3; and

- b) the obligation to negotiate for the purpose of determining the amounts of funding pursuant to section 8.1.
- 5.3 The Government of Canada shall provide the Government of Nunavut with funding to assist the Government of Nunavut in fulfilling its responsibilities under the Agreement for the initial planning period. This funding shall be provided in accordance with further funding arrangements to be established between the Government of Canada and the Government of Nunavut.
- 5.4 The Government of Canada shall establish funding arrangements further to the arrangements in this Plan with each of the institutions of public government consistent with subsection 23.1.1(d) of the NILCA. The funding arrangements shall specify the manner and timing of payments and may provide for an annual payment or a schedule of payments within any one year. Payments under the funding arrangements are conditional on the approval of the budgets.
- 5.5 Consistent with subsection 23.1.1(d) (ii) of the NILCA, each institution of public government shall be provided the degree of flexibility within its funding arrangements to allocate, reallocate and manage funds within its approved budget no less than that generally accorded to comparable agencies of government. Such arrangements shall be consistent with the Plan and, for greater certainty, shall accommodate the exercise of powers of the Implementation Committee as described in section 23.3.3. of the NILCA.
- 5.6 For greater certainty, authority of a Minister or Minister's delegate to approve a proposed budget shall not be exercised so as to reduce the commitments under 5.1 and 5.5.
- 5.7 The Nunavik Marine Region Impact Review Board shall be required to submit budgets for hearings to the Implementation Committee for review. The budgets shall be forwarded to the appropriate Minister or Minister's delegate by the Implementation Committee with any recommendations of the Committee and are subject to the approval of the Minister or Minister's delegate.
- 5.8 The Government of Canada shall provide the Nunavik Marine Region Wildlife Board with a single payment of \$5 million at the commencement of Year 1 for the establishment of a Wildlife Research Fund to pay for the conduct of research proposed by the Government of Canada or the Government of Nunavut and approved by the Nunavik Marine Region Wildlife Board. The allocation of those funds for that purpose in any fiscal year and any reallocation to another fiscal year for that purpose is at the discretion of the Nunavik Marine Region Wildlife Board.
6. Eligibility and Enrolment
- 6.1 The Government of Canada shall provide the sums of \$45,000 in Year 1 and \$26,000 in Year 2 (2005 constant dollars) for the expenses incurred by the Registrar pursuant to
-

Article 4 for the establishment and maintenance of the NILCA Enrolment List and the provision of those amounts represents the fulfilment of the Government of Canada's obligation to provide funding pursuant to section 4.12 of the NILCA.

7. Dispute Resolution

7.1 Subsection 23.3.3(d) and Article 24 of the NILCA shall apply where a dispute arises between two parties, or among all parties, on any matter concerning the interpretation, application or implementation of the Plan

8. Implementation Funding for Subsequent Planning Periods

8.1 Without in any way limiting the funding obligations of Government, at least one year prior to the expiry of this or any subsequent Implementation Plan, the parties shall enter into negotiations for the purpose of determining the amounts of funding that shall be provided under the Plan to implement the NILCA in the subsequent planning period.

9. Amendment of Plan

9.1 The Plan may be amended only with the written consent of each party.

9.2 The parties shall consider whether to amend the Plan as a result of any recommendation from the Implementation Committee following any review conducted pursuant to sub-section 23.3.3 (b) of the NILCA

10. Coming into Force

10.1 The initial period of the Plan will commence on the effective date of the NILCA and will end on the tenth anniversary of the effective date of the NILCA.

**SIGNATORIES FOR THE IMPLEMENTATION PLAN OF
THE NUNAVIK INUIT LAND CLAIM AGREEMENT**

Signed at Kuujjuaq, Québec, on the ____ day of December, 2006.

FOR:

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

On Behalf of the Government of Canada

Witness:

On Behalf of the Government of Nunavut

Witness:

FOR:

THE NUNAVIK INUIT

On Behalf of the Makivik Corporation

Witness:

Witness:

ANNEX A

IMPLEMENTATION PLAN

ACTIVITY SHEETS

FOR THE

NUNAVIK INUIT LAND CLAIMS AGREEMENT

**FORMAT NOTES AND INTERPRETATION
FOR THE IMPLEMENTATION PLAN ACTIVITY SHEETS**

A. FORMAT**(i) Table Format**

Each Activity Sheet includes a table using the following format:

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
No of the activity	Description of the activity	Primary party(ies) responsible for an activity	Required or recommended time frames to carry out an activity

(ii) Timing

Most of the time frames indicated are mandatory as specified in the Agreement provision. In some cases, where the Agreement has not prescribed timing of an activity, the Activity Sheet will recommend timing that will assist parties to meet deadlines in subsequent steps of the Activity Sheet (e.g. "Recommended within 3 months").

(iii) Planning Assumptions, Guidelines and Explanations

Where some of the information contained in this section is prescribed in the Agreement, the relevant Agreement clause is referenced in brackets. This section also includes other information such as guidelines, legislation, policies, etc., and explanations for actions or decision-making, often providing a reference point to current Government policy or procedures.

(iv) Responsibility

Where a specific responsible Department or Agency for Canada is not identified in the Activity Sheets, the default department for implementation information shall be Indian and Northern Affairs Canada.

(v) Participant/Liaison

Where there may be indirect involvement or responsibility of a government agency or Nunavik Inuit organization or institution, these are identified as a participant or liaison.

(vi) Related Clause

Refers to the Article clauses which have a relation to the Project being described in the

Activity Sheet and includes a summary of the main points of the numbered clause.

B) COMMUNICATIONS

If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered, transmitted, or mailed to the intended recipient as follows:

For: Canada

Attention: Minister of Indian Affairs and Northern Development
House of Commons
Confederation Building
Ottawa, Ontario
K1A 0A6

For: Government of Nunavut

Attention: P.O. Box 1000, Station 205
Iqaluit, Nunavut
X0A 0H0

For: Makivik

Attention: President
P.O. Box 179
Kuujuaq, Québec
J0M 1C0

ARTICLE 2 - GENERAL PROVISIONS

Sheet # 2 - 1

PROJECT: Amendment of the Agreement following a court ruling that some provisions of the Agreement are invalid

RESPONSIBILITY: Makivik; Canada; Implementation Committee (Committee)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify other parties of the need to amend the Agreement and provide any proposed amendment, in writing, to the parties	Makivik, Canada	Following a court ruling
2	Enter into negotiations to amend or replace any provision of the Agreement found by a court of competent jurisdiction to be invalid	Makivik, Canada	As agreed
3	Amend the Agreement in accordance with the process set out in Activity Sheet 2-3 and in accordance with section 2.13	Makivik, Canada	In accordance with the process set out
4	Review the Implementation Plan and make best efforts to amend the Plan in accordance with changes to the Agreement, where required	Committee	Following agreement of the parties to specific amendments
5	Have a copy of the amendments to the Agreement deposited at the appropriate address	Canada	As soon after amendments to Final Agreement have been approved

OBLIGATIONS ADDRESSED:

2.6 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties shall make best efforts to amend this Agreement to remedy the invalidity or to replace the invalid provision.

2.13 Amendments to this Agreement shall require the consent of the parties as evidenced by:

- (a) in respect of Her Majesty, an order of the Governor-in-Council; and
- (b) in respect of Nunavik Inuit, a resolution of Makivik, except as provided otherwise by its by-laws.

RELATED CLAUSES:

- 2.20 - consult with Makivik when preparing legislation for amendments to this Agreement
- 28.11 - provisions of Article 28 may not be amended without the written agreement of the Crees

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A copy of any amendments to the Agreement, including any instrument giving effect to an amendment, will be deposited at the appropriate address as determined by the parties.

GENERAL PROVISIONS

Sheet # 2 - 2

PROJECT: Languages of the Agreement**RESPONSIBILITIES:** Makivik; Canada - Department of Indian Affairs and Northern Development (DIAND)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Sign the English version of the final Agreement	DIAND	As soon as possible following ratification by both parties
2	Translate the final Agreement into French.	DIAND	As soon as possible following initialling of the final Agreement
3	Verify French language translation of the final Agreement	Makivik	Prior to ratification by Canada
4	Publish the English and French versions of the final Agreement	DIAND	As soon as possible following ratification and signing by the parties and prior to the effective date
5	Translate and publish the final Agreement into Inuktitut language	Makivik	At their discretion

OBLIGATIONS ADDRESSED:

2.9 There shall be Inuktitut, English and French versions of this Agreement. The English and French versions shall be the authoritative versions.

FUNDING:

1. The costs of translating the English and French versions of the final Agreement as well the verification, publication and reprinting of the Agreement will be the responsibility of DIAND.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- "Agreement" means the Nunavik Inuit Land Claims Agreement or "NILCA".
- The Agreement shall come into force upon its ratification by the parties in accordance with the ratification provisions of this Agreement. (2.18)

3. Ratification of this Agreement by the parties in accordance with the ratification provisions of the Agreement is a condition precedent to the validity of the Agreement and, in the absence of such ratification, the Agreement shall be null and void and of no effect. (2.19)
4. It is assumed that once the Agreement has been initialled by the parties, that this version of the Agreement is the one which will be translated as well as used for the ratification process. Although there may be subsequent small, technical (e.g. editing) changes to the Agreement, the initialled version of the Agreement is considered to be the final version.
5. A “plain language” Inuktitut version of the final Agreement will be made available for the Makivik ratification process.

GENERAL PROVISIONS

Sheet # 2 - 3

PROJECT: Amendment of the Agreement by the parties**RESPONSIBILITIES:** Makivik; Canada; Implementation Committee (Committee)**PARTICIPANT/LIAISON:** Government of Nunavut;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the other parties where the need to amend the Agreement is identified and provide any proposed amendment, in writing, to the parties	Makivik, Canada,	At discretion, or as required by provisions of the Agreement or in response to a court decision
2	Enter negotiations to amend any provisions of the Agreement where amendment is required	Makivik, Canada,	As soon as possible after reaching agreement of need to amend the Agreement
3	Seek consent to amend the Agreement in accordance with the process set out in the section 2.13	Makivik, Canada,	In accordance with specific provisions
4	Make any consequential amendments to any applicable legislation	Makivik, Canada,	Following agreement of the parties to specific amendments
5	Review the Implementation Plan and, if required, make changes to the Plan in accordance with the approved amendments to the Agreement	Committee	As soon after the amendments have been approved
6	Have a copy of the amendments to the Agreement deposited at the appropriate address	Canada	As soon as possible following approval of the changes

OBLIGATIONS ADDRESSED:

2.13 Amendments to this Agreement shall require the consent of the parties as evidenced by:

- (a) in respect of Her Majesty, an order of the Governor-in-Council, and
- (b) in respect of Nunavik Inuit, a resolution of Makivik, except as provided otherwise by its by-laws.

RELATED CLAUSES:

- 2.6 - amend Agreement if a provision is found to be invalid by court of competent jurisdiction
- 2.20 - consult with Makivik when preparing legislation for amendments to this Agreement
- 28.11 - provisions of Article 28 may not be amended without the written agreement of the Crees

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A copy of any amendments to the Agreement, including any instrument giving effect to an amendment, will be deposited at the appropriate address as determined by the parties.

GENERAL PROVISIONS

Sheet # 2 - 4

PROJECT: Giving notice of a transfer of powers vested in a Minister**RESPONSIBILITIES:** Governor-in-Council (Canada); Government of Nunavut (GN)**PARTICIPANT/LIAISON:** Makivik; Department of Indian Affairs and Northern Development

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Makivik of a transfer of any power vested in a Minister	Canada, GN	As required

OBLIGATIONS ADDRESSED:

2.14 Any power vested in a Minister of the Government of Canada or in a Minister of the Executive Council of the Government of Nunavut, pursuant to the provisions of this Agreement, may be transferred to another Minister of the Government of Canada, or to another Minister of the Executive Council of the Government of Nunavut, respectively. Makivik shall be given notice of such transfer.

RELATED CLAUSES:

2.15 - nothing shall restrict the authority of Government of Canada to devolve/transfer powers or jurisdiction

GENERAL PROVISIONS

Sheet # 2 - 5

PROJECT: Devolve or transfer powers or jurisdiction by the Government of Canada to the Government of Nunavut

RESPONSIBILITIES: Government of Canada - Governor-in-Council (Canada); Government of Nunavut - Commissioner in Executive Council (GN)

PARTICIPANT/LIAISON: Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Devolve or transfer powers or jurisdiction to the Government of Nunavut	Canada	At discretion

OBLIGATIONS ADDRESSED:

2.15 Nothing in this Agreement shall restrict the authority of the Government of Canada to devolve or transfer powers or jurisdiction to the Government of Nunavut, provided that the devolution or transfer shall not abrogate or derogate from any rights of Nunavik Inuit in this Agreement. This section shall not be interpreted as affecting the fiduciary relationship between the Crown and Nunavik Inuit.

2.17 Subject to sections 2.15 and 2.16, and except as otherwise provided for in this Agreement, a party to this Agreement shall not directly or indirectly assign or otherwise transfer any right or obligation with respect to this Agreement without the prior written consent of the other party.

RELATED CLAUSES:

2.16 - designating a person or body to exercise a function of Government

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In general, under the Agreement, Canada does not require prior written consent of the other party when devolving or transferring powers or jurisdiction to the Government of Nunavut as long as the devolution or transfer does not abrogate or derogate from any rights of Nunavik Inuit in the Agreement.
2. This section shall not be interpreted as affecting the fiduciary relationship between the Crown and Nunavik Inuit.

GENERAL PROVISIONS

Sheet # 2 - 6

PROJECT: Designation of a person or body to exercise a function of Government**RESPONSIBILITIES:** Governor-in-Council - Canada (Canada); Commissioner in Executive Council - Government of Nunavut (GN)**PARTICIPANT/LIAISON:** Makivik; Canada - Department of Indian Affairs and Northern Development

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish a process for designations in accordance with section 2.16	Canada, GN	As required where the Agreement does not identify a particular person or body responsible for exercising a function of Government
2	Designate a person or body to exercise a function on behalf of Government or authorize a Minister to make such a designation	Canada, GN	At discretion
3	Notify Makivik of any designation of a person or body to exercise a function of Government	Canada, GN	As required after designation of a person or body

OBLIGATIONS ADDRESSED:

2.16 Without diminishing or otherwise altering the responsibilities of Her Majesty the Queen in Right of Canada under this Agreement, where this Agreement does not identify a particular person or body responsible for exercising a function of Government, the Governor-in-Council, in the case of the Government of Canada, and the Commissioner in Executive Council, in the case of the Government of Nunavut, may designate a person or body to exercise that function on its behalf or authorize a Minister to make such a designation. Makivik shall be given notice of such designation.

RELATED CLAUSES:

- 2.15 - nothing shall restrict the authority of Government of Canada to devolve/transfer powers or jurisdiction
- 2.17 - need for prior written consent of the other party when assigning any right or obligation

GENERAL PROVISIONS

Sheet # 2 - 7

PROJECT: Assign or transfer any right or obligation with respect to the Agreement

RESPONSIBILITIES: Makivik; Canada; Government of Nunavut (GN)

PARTICIPANT/LIAISON: Implementation Committee

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the other party in writing of the intent to assign or transfer a right or obligation with respect to the Agreement.	Makivik, Canada, GN	As required prior to assignment or transfer
2	Obtain written consent of the other party	Makivik, Canada, GN	Prior to assignment or transfer
3	Assign or transfer the right or obligation with respect to the Agreement.	Makivik, Canada, GN	After receiving written consent from the other party

OBLIGATIONS ADDRESSED:

2.17 Subject to sections 2.15 and 2.16 and except as otherwise provided for in this Agreement, a party to this Agreement shall not directly or indirectly assign or otherwise transfer any right or obligation with respect to this Agreement without the prior written consent of the other party.

RELATED CLAUSES:

2.15 - nothing shall restrict the authority of Government of Canada to devolve/transfer powers or authority

2.16 - designating a person or body to exercise a function of Government

GENERAL PROVISIONS

Sheet # 2 - 8

PROJECT: Preparing legislation to ratify, implement or amend the Agreement**RESPONSIBILITIES:** Makivik; Canada - Department of Indian Affairs and Northern Development (DIAND)**PARTICIPANT/LIAISON:** Canada - Department of Justice

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Makivik in writing of any proposal to prepare legislation to implement, ratify, or amend the Agreement, in sufficient form and detail to allow Makivik and GN to prepare their views on the matter	DIAND	Prior to preparation of the legislation or amendments to the legislation
2	Provide a reasonable period of time for Makivik to review information provided and prepare their views on the matter	DIAND	Within a reasonable period of time after notification given as per Activity 1
3	Present views on the matter	Makivik	Within reasonable period of time as provided for in Activity 2
4	Give full and fair consideration on any views presented	DIAND	After presentation of views on the matter and before passing or amending legislation
5	Provide written reasons for the rejection or variation on the views presented	DIAND	After giving full and fair consideration to views received
6	Make the decision to prepare the legislation or amendments as proposed, or as altered in response to the views received, or do not propose the legislation or amendments	DIAND	In accordance with the decision taken

OBLIGATIONS ADDRESSED:

2.20 Government shall, in consultation with Makivik, prepare any legislation required to ratify or implement this Agreement, including any amendments thereto.

RELATED CLAUSES:

- 2.11 - inconsistency or conflict between federal, territorial and local government laws
- 2.12 - inconsistency or conflict with any other legislation
- 25.21 - agreement shall be submitted for ratification

ARTICLE 4 - ELIGIBILITY AND ENROLMENT

Sheet # 4 - 1

PROJECT: Appointment of Registrar for NILCA Enrolment List**RESPONSIBILITY:** Makivik; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM)**PARTICIPANT/LIAISON:** Registrar; Nunavik Enrolment Office

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Designate person to serve as Registrar for purposes of Article 4	Makivik	On effective date, and as required from time to time thereafter
2	Pay the amounts for the costs incurred by the Registrar for the establishment and maintenance of the NILCA Enrolment List	DIAND - IM	Until the second anniversary of the effective date
3	Assume on-going responsibility for providing operational funding and Executive oversight in relation to the activities of the Registrar	Makivik	After the second anniversary of the effective date

OBLIGATIONS ADDRESSED:

- 4.7 On the effective date, Makivik shall designate a person who shall serve as the Registrar for purposes of this Article.
- 4.8 The Registrar shall establish and maintain the NILCA Enrolment List and enrol thereon the names of all persons who are entitled to be enrolled in accordance with this Article.
- 4.12 The Government of Canada shall pay all reasonable costs incurred by the Registrar for the establishment and maintenance of the NILCA Enrolment List until the second anniversary of the effective date of this Agreement.

RELATED CLAUSES:

- Article 1 - definition of "Nunavik Inuk" or "Nunavik Inuit"
- 4.1 to 4.6 - provisions for determining eligibility for enrolment
- 4.9 to 4.11 - duties of the Registrar
- 25.8 - official voters list for ratification vote

FUNDING:

1. Identified funding for the costs incurred by the Registrar for the establishment and maintenance of the NILCA Enrolment List until the second anniversary of the effective date (2005 constant dollars):

<u>Year 1</u>	<u>Year 2</u>
\$45,000	\$26,000

2. The detailed cost worksheet for the operations of the Registrar are attached for reference purposes and were developed for the purpose of estimating the funding to be provided for these activities. It is not intended that the funding for the Registrar shall be constrained to any particular line item.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Registrar, to be appointed pursuant to Article 4 of this Agreement, will be co-located with the Nunavik Enrolment Office that has been established at the Makivik Head Office in Kuujuaq pursuant to paragraph 3A.4 of Complementary Amending Agreement No. 18 of the *James Bay and Northern Quebec Agreement*. Arrangements for a mutually beneficial sharing of administrative and office costs between these two organizational entities will be developed.
2. The NILCA Enrolment List will be largely generated from the *Inuit Beneficiaries List* that is maintained by the Nunavik Enrolment Office pursuant to the provisions of paragraph 3A.4.2 of Complementary Amending Agreement No. 18 of the *James Bay and Northern Quebec Agreement* and that the Registrar will have continuing access to this data base in order to keep the NILCA Enrolment List up-to-date.

Cost Worksheet - Enrolment and Eligibility (Registrar)

Project: Enrolment and Eligibility (Registrar)		
	<u>Year 1</u>	<u>Year 2</u>
STAFF		
Registrar (contract or pro-rated salary)	25,000	15,000
Professional services	5,000	2,000
OFFICE / SUPPLIES / EQUIPMENT		
Computer and software	5,000	500
Office equipment, furnishings and supplies	2,000	1,000
Office space	6,000	6,000
Communications	1,000	1,000
GENERAL		
Bookkeeping and accounts	1,000	500
TOTAL	\$45,000	\$26,000

COST WORKSHEET NOTES

Enrolment and Eligibility (Office of Registrar for NILCA Enrolment List):

- Registrar to be retained on contract basis or by way of pro-rated salary arrangement (\$500 per day)
- Registrar costs based on **50 days of work in Year 1 and 30 days of work in Year 2**
- Registrar duties in Year 1 include:
 - establishing office for Registrar in co-operation with the Nunavik Enrolment Office
 - coordinating enrolment procedures and harmonizing with JBNQA enrolment procedures
 - developing information sharing and data transfer protocol with Nunavik Enrolment Office
(10 days)
 - designing NILCA Enrolment List
 - producing initial version of NILCA Enrolment List for public access
 - reviewing possibilities for producing on-line version of the NILCA Enrolment List
(10 days)
- Registrar duties in Year 1 and Year 2 include:
 - updating NILCA Enrolment List on regular basis according to Article 4 eligibility criteria
 - responding to public requests to have access to the NILCA Enrolment List
 - producing annual copies of the NILCA Enrolment List for government
(25 days)
 - managing Registrar's office throughout the year
 - preparing financial reporting information as required by Makivik
(5 days)
- Professional services (information technology) are related to installation of computers, design of NILCA enrolment data base, and review of possible web-based access by public to NILCA Enrolment List
- Office space costs estimated at \$500 per month

ELIGIBILITY AND ENROLMENT

Sheet # 4 - 2

PROJECT: Establishment and maintenance of NILCA Enrolment List**RESPONSIBILITY:** Registrar**PARTICIPANT/LIAISON:** Makivik; Nunavik Enrolment Office; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Nunavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish an initial listing of persons that are entitled to be enrolled as beneficiaries under this Agreement (i.e., the NILCA Enrolment List)	Registrar	As soon as reasonably possible after effective date
2	Add the names of all persons who subsequently become entitled to be enrolled on the NILCA Enrolment List in accordance with the eligibility provisions of Article 4	Registrar	As names of persons are added to the Inuit Beneficiaries List pursuant to Section 3A of the JBNQA
3	Remove the names of all persons who subsequently are not entitled to be enrolled on the NILCA Enrolment List according to Article 4	Registrar	As names of persons are removed from the Inuit Beneficiaries List pursuant to Section 3A of the JBNQA
4	Remove the name of a person listed on the NILCA Enrolment List upon written notice of intention to discontinue enrolment	Registrar	Upon the person's written direction to the Registrar
5	Coordinate the enrolment procedures set out in Article 4	Registrar	As necessary
6	Provide a free copy of the NILCA Enrolment List to the Government of Canada and the Nunavut Government	Registrar	Annually
7	Make the NILCA Enrolment List available to the public	Registrar	Continuing responsibility

OBLIGATIONS ADDRESSED:

4.4 Any person enrolled under this Agreement, may from time to time, decide to discontinue enrolment and, upon that person's written notice of intention to discontinue enrolment to the Registrar, that

person's name shall be removed by the Registrar from the NILCA Enrolment List.

- 4.8 The Registrar shall establish and maintain the NILCA Enrolment List and enrol thereon the names of all persons who are eligible to be enrolled in accordance with this Article.
- 4.9 The Registrar shall remove the name of a person listed on the NILCA Enrolment List if that person no longer meets the enrolment requirements pursuant to section 4.1.
- 4.10 The Registrar shall annually provide a free copy of the NILCA Enrolment List to the Government of Canada and to the Nunavut Government, and make such list available to the public.
- 4.11 The Registrar shall be responsible for coordinating the enrolment procedures set out in these provisions.

RELATED CLAUSES:

- 4.1 to 4.6 - provisions for determining eligibility for enrolment
- 4.7 - appointment of Registrar
- 4.12 - funding of Registrar until second anniversary of date of ratification
- 25.8 - official voters list for ratification vote

FUNDING:

1. Funding for the Registrar is identified in Sheet # 4-1. Funding for the Registrar will be the responsibility of Makivik after Year 2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The NILCA Enrolment List will be largely generated from the Inuit Beneficiaries List that is maintained by the Nunavik Enrolment Office pursuant to the provisions of paragraph 3A.4.2 of Complementary Amending Agreement No. 18 of the *James Bay and Northern Quebec Agreement* and that the Registrar will have continuing access to this data base in order to keep the NILCA Enrolment List up-to-date.
2. In relation to Activity 6 above, the NILCA Enrolment List should be sent to the following address in the Department of Indian Affairs and Northern Development:
 - Director
 - Implementation Management Directorate
 - Implementation Branch
 - Claims and Indian Government
 - Department of Indian Affairs and Northern Development
 - Les Terrasses de la Chaudière
 - Room 1550, 25 Eddy Street
 - Gatineau, Québec
 - Postal Address: Ottawa, ON K1A 0H4
3. In relation to Activity 6 above, the NILCA Enrolment List should be sent to the following address in

the Nunavut Government:

Government of Nunavut
P.O. Box 1000, Station 205
Iqaluit, Nunavut
X0A 0H0

ARTICLE 5 - WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 1

PROJECT: Establishment of the Nunavik Marine Region Wildlife Board (NMRWB)

RESPONSIBILITIES: Makivik; Nunavik Marine Region Wildlife Board (NMRWB); Canada - Minister of Environment, Canadian Wildlife Service (CWS - Minister); Canada - Canadian Wildlife Service (CWS); Canada - Department of Fisheries and Oceans (DFO); Canada - Minister of Fisheries and Oceans (DFO - Minister); Government of Nunavut - Department of Environment (GN - DOE); Government of Nunavut - Minister of Environment (GN - Minister DOE); officer authorized by law to administer oaths (Authorized Officer)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish Board	Makivik DFO - Minister CWS - Minister GN - Minister DOE	On the effective date
2	Appoint three Board members	Makivik	On the effective date
3	Appoint one Board member each	DFO - Minister CWS - Minister GN - Minister DOE	On the effective date
4	Administer the oaths in the form set out in Schedule 5-1.	Authorized Officer	Prior to members entering upon their duties on the Board
5	Provide Board members with the necessary documentation to begin their work	Makivik DFO CWS GN-DOE	Upon appointment
6	Provide federal and GN ministers with nominations for Board chairperson	NMRWB	As soon as possible following appointment of Board members, by consensus or majority of votes cast
7	Consult with the Minister of CWS for appointment of chairperson	DFO - Minister	Prior to appointment of a chairperson

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Jointly appoint chairperson	DFO - Minister GN - Minister DOE	As soon as possible after receiving nominations
9	Select and appoint a replacement member in accordance with section 5.6.5	The party that made the original appointment	Following appointment of the chairperson and ongoing as required and when a vacancy occurs

OBLIGATIONS ADDRESSED:

5.2.1 There shall be established on the effective date of this Agreement an institution of public government to be known as the Nunavik Marine Region Wildlife Board (NMRWB) consisting of seven (7) members to be appointed as follows:

- (a) Makivik shall appoint three (3) members;
- (b) the federal Minister responsible for fish and marine mammals and the federal Minister responsible for the Canadian Wildlife Service shall each appoint one (1) member;
- (c) the Government of Nunavut Minister responsible for wildlife shall appoint one (1) member; and
- (d) from nominations provided by the members referred to in paragraphs (a), (b) and (c) above, the federal Minister responsible for fish and marine mammals, in consultation with the federal Minister responsible for the Canadian Wildlife Service and jointly with the Government of Nunavut Minister responsible for wildlife, shall appoint a chairperson. For greater certainty, any nominations of the above mentioned members for chairperson shall be decided by consensus of those members, failing which, the nominations shall be decided by a majority of votes cast.

5.6.5 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.

RELATED CLAUSES:

- 5.1.3 (I) - establishes the NMRWB to make wildlife management decisions
- 5.6.1 - each member is appointed to hold office for a term of four years and may be reappointed.
- 5.6.2 - removal of a member from office for cause
- 5.6.3 - each member to take an oath in the form set out in Schedule 5-1.
- 5.6.4 - application of rules relating to conflict of interest
- 5.6.6 - All members of the NMRWB shall have one vote; the chairperson votes only to break a tie.
- 5.6.7 - All decisions to be decided by consensus, failing which, by a majority of votes cast.
- 5.6.8 - Each member may execute either a general or special proxy in favour of another member.
- 5.6.9 - a vacancy in membership does not impair the right of remainder of members to act
- 5.6.16 - cost of NMRWB is the responsibility of Government; NMRWB to prepare annual budget
- 5.6.17 - remuneration of members for work on the NMRWB

- 27.1.1 - reciprocal arrangements with Inuit of Nunavut for wildlife management
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRWB
- 28.5 and 28.6 - Cree membership on NMRWB where decisions affect Joint Zone
- 28.7 - NMRWB jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the Nunavik Marine Region Wildlife Board (NMRWB) is identified in IP Sheet # 5(6) - 1

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any nominations of the NMRWB for chairperson shall be decided by consensus of the NMRWB, failing which, they shall be decided by a majority of votes cast.
2. The costs of each non-voting observer shall be borne by the person or organization sending that observer. (5.6.19)
3. Makivik and Government have the right to have technical advisors at all meetings of NMRWB. (5.2.2)

WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 2

PROJECT: **Research**

RESPONSIBILITIES: Canada - Canadian Wildlife Service (CWS); Canada - Department of Fisheries and Oceans (DFO); Government of Nunavut - Department of Environment (GN - DOE); Nunavik Marine Region Wildlife Board (NMRWB); residents of Nunavik (residents); Makivik Designated Organizations (MDOs)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish a process for dealing with the Board when it identifies research requirements and deficiencies, identifies relevant persons and agencies to undertake research, and when it makes recommendations on the acceptance or rejection of such proposals	CWS DFO GN-DOE NMRWB	Ongoing as required
2	Coordinate research efforts with the Board informing each other of projects being conducted and planned	CWS DFO GN - DOE	Ongoing as required
3	Notify the residents of Nunavik and MDOs likely to be affected by the research, in sufficient form and detail, of intent to carry out the research to allow them to effectively assess the matter and to prepare views on the matter in accordance with section 5.2.8 (d)	NMRWB	Prior to carrying out research
4	Provide sufficient information to allow the residents of Nunavik and MDOs to prepare their views on the matter; provide additional information if requested	NMRWB	Once notice has been provided in Activity 3 and if the residents of Nunavik and MDOs request the information
5	Provide a reasonable period of time in which the residents of Nunavik and MDOs can prepare their views on the matter	NMRWB	After the information has been provided as per Activity 4
6	Present views on the matter	residents, MDOs	Within reasonable period of time as provided for in Activity 5

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Give full and fair consideration on any views presented	NMRWB	After presentation of views
8	Collect, classify, and disseminate wildlife statistics and information in accordance with section 5.2.7.1 (d)	NMRWB	As required
9	Maintain an adequate database for wildlife statistics and information in accordance with section 5.2.7.1 (d)	NMRWB	Ongoing

OBLIGATIONS ADDRESSED:

5.2.7.1 There is a need for an effective system of wildlife management, and to be effective, the system of management requires an efficient, coordinated research effort. The NMRWB, in fulfilling its management functions, requires an informed and effective role in wildlife research and its direction. The ability and right of the Government of Canada and the Government of Nunavut to continue their own research functions shall not be prejudiced by this subsection. Accordingly, the NMRWB shall:

- (a) identify research requirements and deficiencies pertinent to wildlife management and the rational utilization of wildlife resources, and promote and encourage on an ongoing basis, research aimed at meeting requirements and overcoming deficiencies;
- (b) identify relevant persons and agencies to undertake wildlife research;
- (c) review research proposals and applications and, where appropriate, recommend on the acceptance or rejection of such proposals to the appropriate government agency;
- (d) collect, classify, and disseminate wildlife statistics and information and maintain a data base adequate for such purposes; and
- (e) carry out all other research functions consistent with its responsibilities.

5.2.8 Further to its responsibilities in sub-section 5.2.7.1, the NMRWB shall:

- ...
- (d) prior to the carrying out of research, communicate, consult and cooperate with residents of Nunavik and MDOs likely to be affected.

RELATED CLAUSES:

- 5.2.7.2 - Canada to provide \$5 Million to assist the NMRWB in its research functions
- 5.2.8 (a) - establish and maintain an open file system for all raw and interpreted data and information
- 5.2.8 (b) - training for Nunavik Inuit in various fields of wildlife research and management

- 5.2.8 (c) - employment opportunities and use of Nunavik Inuit organizations in research
- 5.4.6 - wildlife research requirements in Northern and Southern Davis Strait and Hudson Bay Zone
- 12.3.6 - access to Nunavik Inuit Lands for the purpose of wildlife management and research

FUNDING:

1. 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 (refer to: 5.2.7.2).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The proposed \$5.0 M research fund will be similar in structure to the Wildlife Research Fund identified in the *Contract Relating to the Implementation of the Nunavut Final Agreement*, namely, the research fund would be used to pay for the conduct of research proposed by the Government of Canada or the Nunavut Government and approved by the Nunavik Marine Region Wildlife Management Board.
2. The ability and right of the Government of Canada and the Government of Nunavut to continue their own research functions shall not be prejudiced by this Section.
3. It is intended that the Nunavik Marine Region Wildlife Management Board, in order to fulfill its management functions, requires an informed and effective role in wildlife research and its direction. Government departments and agencies are therefore to work in close collaboration with the NMRWB and exchange full information on their policies, programs and research.

WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 3

PROJECT: Mandate of the NMRWB

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; residents of Nunavik; Makivik Designated Organizations

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	When exercising the powers of the Board as set out in this Agreement, including its primary responsibilities as listed in section 5.2.3, the Board will take into account the principles and objectives outlined in 5.1.2 to 5.1.3 and the principles of conservation as outlined in 5.1.4 and 5.1.5	NMRWB	Ongoing as required when exercising its mandate
2	Perform the functions as set out in section 5.2.4 related to management and protection of wildlife and wildlife habitat	NMRWB	At discretion
3	Perform other activities relating to the management of wildlife in the NMR and to the regulation of access to wildlife in the NMR	NMRWB,	As required and as agreed by the NMRWB, Government and the MDO

OBLIGATIONS ADDRESSED:

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

- (a) establishing, modifying or removing levels of total allowable take for a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with sections 5.2.10 and 5.2.11;
- (b) ascertaining the basic needs level for a species, stock or population of wildlife other than anadromous fish spawning in Québec, in accordance with sections 5.2.12 to 5.2.14;
- (c) adjusting the basic needs level for a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with sections 5.2.15 to 5.2.18;

- (d) allocating from the total allowable take opportunities to harvest a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with section 5.3.13.1;
- (e) establishing, modifying or removing non-quota limitations in accordance with sections 5.2.19 to 5.2.22;
- (f) participating in research in accordance with subsection 5.2.7.1 and section 5.2.8;
- (g) determining sufficiency of information and identifying and undertaking measures necessary to obtain the information to enable the NMRWB to establish the basic needs levels in accordance with section 5.2.14;
- (h) cooperating with other wildlife management institutions which deal with species that are harvested in the NMR and migrate outside the NMR;
- (i) setting any trophy fees on wildlife harvested in the NMR;
- (j) providing advice to any other management institutions as requested on all matters relating to management, conservation, protection and regulation of wildlife and wildlife habitat; and
- (k) any other function the NMRWB is required to perform by this Agreement and not specifically referred to in this section.

5.2.4 In addition to its primary functions outlined in section 5.2.3, the NMRWB shall in its discretion perform the following functions related to management and protection of wildlife and wildlife habitat:

- (a) except for national parks, and national park reserves and national marine parks, approve the establishment, disestablishment, and changes to boundaries of protected areas and Marine Protected Areas, related to management and protection of wildlife and wildlife habitat;
- (b) identify wildlife management zones and areas of high biological productivity and provide recommendations to the Nunavik Marine Region Planning Commission with respect to planning in those areas;
- (c) approve plans for management and protection of particular wildlife habitats including areas within protected areas;
- (d) approve plans for:
 - (i) management, classification, protection, restocking or propagation, cultivation or husbandry of particular wildlife, including endangered species;
 - (ii) the regulation of imported non-indigenous species and the management of transplanted wildlife populations;
- (e) provide advice to departments, the Nunavik Marine Region Impact Review Board and other concerned agencies and appropriate persons regarding mitigation measures and compensation to be required from commercial and industrial developers which cause damage to wildlife

habitat;

- (f) approve designation of species at risk;
- (g) provide advice as to requirements for the promotion of wildlife education, information and training of Nunavik Inuit for wildlife management; and
- (h) any other functions assigned to it by this Agreement

5.2.5 The NMRWB may perform other activities relating to the management of wildlife in the NMR and to the regulation of access to wildlife in the NMR as agreed by the NMRWB, Government and Makivik.

RELATED CLAUSES:

- 5.2.6 - management of lands by the appropriate institutions of public government
- 5.2.7.1 - NMRWB role in wildlife research and its direction in the NMR
- 5.2.8 - further wildlife research and management responsibilities of the NMRWB
- 5.2.10 - NMRWB has sole authority to establish, modify or remove levels of total allowable take or harvesting for all species in the NMR
- 5.2.11 - NMRWB determines the appropriate method for determining total allowable take
- 5.2.12 - NMRWB shall establish a basic needs level
- 5.2.14 - obtain information required for NMRWB to effectively establish basic needs level
- 5.2.15 - NMRWB to periodically review basic needs level for each species, stock or population
- 5.2.18 - NMRWB to conduct review for various species, stocks or populations from time to time
- 5.2.19 - NMRWB has sole authority to establish, modify or remove non-quota limitations on harvesting in the NMR
- 5.2.22 - non-quota limitations on harvesting in force on the effective date
- 5.3.13.1- order of priorities for total allowable take and allocation
- 5.5.4.1 - taking account of harvesting activities related to wildlife crossing jurisdictional boundaries
- 29.3.9 - NMRWB take into account historic and current harvesting by Nunavik and Labrador Inuit

FUNDING:

1. Funding for the Nunavik Marine Region Wildlife Board (NMRWB) is identified in IP Sheet # 5(6) - 1.

WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 4

PROJECT: Additional research responsibilities

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Services; Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; residents of Nunavik; Makivik Designated Organizations

	Activities	Responsibility	Timing
1	Establish and maintain an open file system for all raw and interpreted data	NMRWB	As soon as possible following establishment of the NMRWB and ongoing
2	Identify any research and technical employment opportunities and appropriate training opportunities in respect of wildlife management and notify the Nunavik Inuit and Nunavik Inuit organizations	NMRWB	As soon as possible following establishment of the NMRWB and ongoing
3	Provide training opportunities to allow Nunavik Inuit to develop capacity in the various fields of wildlife research and management	NMRWB	As soon as possible following establishment of NMRWB and ongoing
4	Notify residents of Nunavik and MDOs of proposed research	NMRWB	As required

OBLIGATIONS ADDRESSED:

5.2.8 Further to its responsibilities in sub-section 5.2.7.1, the NMRWB shall:

- (a) establish and maintain an open file system for all raw and interpreted data and information regardless of its source;
- (b) promote and encourage training for Nunavik Inuit in the various fields of wildlife research and management;
- (c) promote and encourage the employment of Nunavik Inuit and the use of Nunavik Inuit organizations in research and technical positions made available through government and

private sector research contracts; and

- (d) prior to the carrying out of research, communicate, consult and cooperate with residents of Nunavik and MDOs likely to be affected.

RELATED CLAUSES:

5.2.7.1 - NMRWB's effective role in wildlife research and direction

5.2.7.2 - Canada to provide \$5 Million to assist the NMRWB in its research functions

FUNDING:

1. 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 (5.2.7.2).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is expected that promotion and encouragement of employment of Nunavik Inuit and use of Nunavik Inuit organizations in research and technical positions will be for those made available through government and private sector research (refer to IP Sheet # 5(2) - 2).
2. It is expected that in notifying Nunavik residents and MDOs of proposed research, they will be provided a reasonable period of time in which to prepare their views on the matter (refer to IP Sheet # 5(2) - 2).

WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 5

PROJECT: Establishment, modification or removal of levels of total allowable take or harvesting for all species in the NMR

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB);

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; residents of Nunavik; Makivik Designated Organizations

	Activities	Responsibility	Timing
1	Establish levels of total allowable take or harvesting for all species in the NMR according to methods considered appropriate, and according to the order of priorities set out in 5.3.13.1	NMRWB	When allocating levels of total allowable take or harvesting
2	Modify or remove levels of total allowable take or harvesting for all species in the NMR	NMRWB	From time to time as required

OBLIGATIONS ADDRESSED:

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.

5.3.13.1 Where a total allowable take has been established pursuant to sections 5.2.10 and 5.2.11 the total allowable take and the allocation shall be allocated in the following order of priorities:

- (a) an amount to provide for the basic needs level or the adjusted basic needs level as the case may be;
- (b) an amount to provide for personal consumption by residents of Nunavik other than Nunavik Inuit and any Inuit visiting the NMR;
- (c) an amount to provide for the continuation of lawfully authorized commercial operations, including commercial fisheries existing at the effective date of this Agreement;

- (d) an amount to provide for the establishment of economic ventures sponsored by MDOs including commercial harvesting, domestication and animal husbandry, propagation, aquaculture and mariculture; and
- (e) an amount to provide for commercial, recreational, or other uses, considering the various demands on the resource and the benefits that may accrue to the local economy of Nunavik or Nunavut.

5.3.14 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.

RELATED CLAUSES:

- 5.2.3(a) - NMRWB to establish, modify or remove levels of total allowable take
- 5.2.3(d) - NMRWB to allocate harvest from total allowable take
- 5.3.1 - Nunavik Inuit right to harvest where total allowable take not established
- 5.3.3 - Nunavik Inuit right to harvest where total allowable take established
- 5.3.7 - Nunavik Inuit need for total allowable take established by the NMRWB
- 5.5.4.1 - Interjurisdictional and international agreements pertaining to wildlife in NMR

FUNDING:

1. Funding for the Nunavik Marine Region Wildlife Board (NMRWB) is identified in IP Sheet # 5 - 6 (1).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "Total Allowable Take" refers to an amount of wildlife for a species, stock or population to be lawfully harvested as established by the NMRWB pursuant to sections 5.2.10 and 5.2.11.
2. The NMRWB shall presume that the Nunavik Inuit need the total allowable take established by the NMRWB of: all scallops and mussels; all beluga whales; all polar bears; and eiderdown from eider duck nests (5.3.7).
3. Nunavik Inuit shall have the right to harvest the entire total allowable take if the latter is equal or less than the basic needs level or the Adjusted Needs Level (5.3.14).
4. The total allowable take set by the NMRWB does not include authority for anadromous fish spawning in Québec.
5. Except for anadromous fish spawning in Québec, any restriction or quota on the amount of wildlife that may be harvested, and that is in force immediately prior to the effective date of this Agreement, shall be deemed to have been established by the NMRWB, and shall remain in effect until removed or otherwise modified by the NMRWB in accordance with Article 5 (5.3.4).
6. Any restriction or quota on the amount of anadromous fish spawning in Québec that may be

harvested, and that is in force immediately prior to the effective date of this Agreement, shall remain in effect until removed or otherwise modified by the responsible authority (5.3.5).

7. Subject to the terms of Article 5, 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 (5.3.6).

WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 6

PROJECT: Establishment of basic needs level

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB); Regional Nunavimmi Umajutvijiit Katajuaqatigininga (RNUK); Local Nunavimmi Umajutvijiit Katajuaqatigininga (LNUKs)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Canada - Department of Fisheries and Oceans; Government of Nunavut; residents of Nunavik; Makivik Designated Organizations

	Activities	Responsibility	Timing
1	Establish the basic needs level for a species, stock or population which reflects the needs as set out in 5.2.13.	NMRWB	After total allowable take has been determined by the NMRWB
2	When existing information is insufficient, identify and undertake the measures necessary to obtain the information required to establish the basic needs level	NMRWB RNUK LNUKs	As required
3	Review basic needs level for each species, stock or population and determine whether an additional allocation is required in accordance with 5.2.16	NMRWB	Periodically
4	Conduct a review for various species, stocks or populations as requested by the appropriate Minister, the RNUK or LNUK, or another member of the NMRWB	NMRWB	From time to time when requested by the Minister, RNUK, LNUK, or member of the NMRWB.

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 5.2.3(a) - Mandate of NMRWB excludes anadromous fish spawning in Québec
- 5.2.10 - NMRWB's sole authority over levels of total allowable take or harvest
- 5.2.11 - total allowable take expressed by NMRWB by method it considers appropriate

FUNDING:

1. Funding for the Nunavik Marine Region Wildlife Board (NMRWB) is identified in IP Sheet # 5 - 6 (1).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “Basic Needs Level” refers to the level of harvesting by Nunavik Inuit identified in Sections 5.2.12 to 5.2.14.
2. “Total Allowable Take” refers to an amount of wildlife able to be lawfully harvested as established by the NMRWB pursuant to Sections 5.2.10 and 5.2.11.
3. The total allowable take set by the NMRWB does not include authority for anadromous fish spawning in Québec.
4. The basic needs level shall reflect consumption or use by Nunavik Inuit and marketing or trade by Nunavik Inuit for consumption or use in Nunavik.
5. The Adjusted basic needs level may expand up to the entire total allowable take but shall never fall below the basic needs level.

WILDLIFE
PART 2: ESTABLISHMENT OF NUNAVIK MARINE REGION
WILDLIFE BOARD

Sheet # 5 (2) - 7

PROJECT: Establish, modify or remove non-quota limitations on harvesting in the NMR

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; residents of Nunavik; Makivik Designated Organizations

	Activities	Responsibility	Timing
1	Establish, modify or remove non-quota limitations on harvesting in the NMR	NMRWB	From time to time and as circumstances require
2	Ensure that non-quota limitations for Nunavik Inuit harvesters are not more severe than non-quota limitations for other harvesters	NMRWB	Following establishment, modification or removal of non-quota limitations.

OBLIGATIONS ADDRESSED:

- 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.

RELATED CLAUSES:

- 5.2.3 (e) - NMRWB’s role to establish, modify or remove non-quota limitations
- 5.3.23 (a) - Nunavik Inuk’s method of harvest without conflicting non-quota limitations on method
- 5.3.27 (e) - right of access subject to non-quota limitations for Marine Protected Area

- 5.7.2 (c) - LNUK regulation of harvesting practices and techniques among members
- 5.7.4 (c) - RNUK regulation and monitoring of harvesting practices and techniques among the LNUKs,

FUNDING:

1. Funding for the Nunavik Marine Region Wildlife Board (NMRWB) is identified in IP Sheet # 5 - 6 (1).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "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.
2. Non-quota limitations on harvesting in force at the effective date of this Agreement are to be deemed to have been established by the NMRWB and are to remain in effect until removed or otherwise modified by the NMRWB. (5.2.22)

WILDLIFE
PART 3: HARVESTING

Sheet # 5 (3) - 1

PROJECT: Examination of the presumption of Nunavik Inuit need for total allowable take

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB);

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service ; Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; residents of Nunavik; Makivik Designated Organizations

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Examine a presumption of Nunavik Inuit need in accordance with section 5.3.7 for the purpose of rebuttal on a case-by-case basis for each discrete population of wildlife	NMRWB	Either when there is unpredictable and extensive growth, or upon the request of the appropriate Minister, RNUK or LNUK, or 20 years after the effective date

OBLIGATIONS ADDRESSED:

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.

5.3.8 Except where unpredicted and extensive growth of a wildlife population dictates otherwise, the NMRWB shall not examine a presumption set out in section 5.3.7 for the purpose of rebuttal until 20 years after the effective date of this Agreement. The NMRWB may examine a presumption for the purpose of rebuttal after 20 years has expired and at intervals thereafter of not less than five (5) years.

5.3.9 The NMRWB shall not be under any obligation pursuant to section 5.3.8 to examine a presumption for the purpose of rebuttal unless requested to do so by the appropriate Minister or

by the RNUK or a LNUK.

5.3.11 In examining a presumption for the purpose of rebuttal, the NMRWB shall treat each discrete population of wildlife on a case-by-case basis.

RELATED CLAUSES:

- 5.2.3(a) - NMRWB to establish, modify or remove levels of total allowable take
- 5.2.3(d) - NMRWB to allocate harvest from total allowable take
- 5.2.10 - NMRWB is sole authority to establish, modify or remove total allowable take for all species in NMR
- 5.2.11 - Total Allowable Take expressed for species, stock or population by appropriate method
- 5.2.12 - NMRWB to establish basic needs level in accordance with total allowable take
- 5.2.17 - Adjusted basic needs level may expand up to entire total allowable take
- 5.3.1 - Nunavik Inuk's right to hunt for economic, social and cultural needs where no total allowable take established
- 5.3.3 - Nunavik Inuk to hunt according to total allowable take where established
- 5.3.10 - Considerations in assessing the economic, social and cultural needs of Nunavik Inuit
- 5.3.12 - Not to prevent government wildlife officers or researchers from harvesting for research or disease control
- 5.3.13.1 - Allocation of total allowable take
- 5.3.14 - Nunavik Inuit right to hunt entire total allowable take when equal or less than basic needs level
- 5.5.3 - Decisions of the NMRWB or a Minister to restrict or limit Nunavik Inuit harvesting
- 5.5.4 - NMRWB or Minister to take account of harvesting activities outside the NMR
- 27.3.3 - Allocation of total allowable take for the Nunavik Inuit and Nunavut Inuit

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is presumed 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.
2. "Total Allowable Take" refers to an amount of wildlife for a species, stock or population to be lawfully harvested as established by the NMRWB pursuant to sections 5.2.10 and 5.2.11.
3. 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 (5.5.5)

WILDLIFE
PART 3: HARVESTING

Sheet # 5 (3) - 2

PROJECT: Setting priorities for the allocation of total allowable take of wildlife species

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB);

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Canada - Department of Fisheries and Oceans; Government of Nunavut; residents of Nunavik; Makivik Designated Organizations

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Allocate a sufficient portion of the total allowable take according to the priorities set out in Section 5.3.13.1	NMRWB	Upon establishment of a total allowable take

OBLIGATIONS ADDRESSED:

5.3.13.1 Where a total allowable take has been established pursuant to sections 5.2.10 and 5.2.11 the total allowable take and the allocation shall be allocated in the following order of priorities:

- (a) an amount to provide for the basic needs level or the adjusted basic needs level as the case may be;
- (b) an amount to provide for personal consumption by residents of Nunavik other than Nunavik Inuit and any Inuit visiting the NMR;
- (c) an amount to provide for the continuation of lawfully authorized commercial operations, including commercial fisheries existing at the effective date of this Agreement;
- (d) an amount to provide for the establishment of economic ventures sponsored by MDOs including commercial harvesting, domestication and animal husbandry, propagation, aquaculture and mariculture; and
- (e) an amount to provide for commercial, recreational, or other uses, considering the various demands on the resource and the benefits that may accrue to the local economy of Nunavik or Nunavut.

RELATED CLAUSES:

- 5.2.3 (a) - NMRWB to establish, modify or remove levels of total allowable take
- 5.2.3 (d) - NMRWB to allocate harvest from total allowable take
- 5.2.10 - NMRWB's sole authority to establish, modify or remove total allowable take for all specie in the NMR
- 5.2.11 - total allowable take expressed for species, stock or population by appropriate method
- 5.2.12 - NMRWB to establish basic needs level in accordance with total allowable take
- 5.2.17 - adjusted basic needs level may expand up to entire total allowable take
- 5.3.1 - Nunavik Inuk's right to hunt for economic, social and cultural needs where no total allowable take established
- 5.3.3 - Nunavik Inuk to hunt according to total allowable take where established
- 5.3.7 - NMRWB to presume Nunavik Inuit need for established total allowable take
- 5.3.13.2 - ongoing exploratory, experimental or test fisheries in the NMR to cease
- 5.3.14 - Nunavik Inuit right to hunt entire total allowable take
- 27.3.1 - allocation of total allowable take for the Nunavik Inuit and Nunavut Inuit

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The NMRWB has the authority to establish, modify or remove the levels of "Total Allowable Take" by any method it considers appropriate for a species, stock or population of wildlife, except for anadromous fish spawning in Québec.
2. "Basic Needs Level" refers to the level of harvesting by Nunavik Inuit where the NMRWB has determined a total allowable take.

WILDLIFE
PART 3: HARVESTING

Sheet # 5 (3) - 3

PROJECT: Closure of exploratory, experimental or test fisheries in the NMR

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Nunavik Marine Region Wildlife Board; Government of Nunavut - Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify any ongoing exploratory, experimental or test fisheries in the NMR to cease	DFO	At the end of the fiscal year in which the Agreement takes effect

OBLIGATIONS ADDRESSED:

5.3.13.2 Any ongoing exploratory, experimental or test fisheries in the NMR, other than Nunavik Inuit fisheries, will cease at the end of the fiscal year this Agreement takes effect .

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Department of Fisheries and Oceans (DFO) is responsible for notifying ongoing fisheries in the NMR, other than Nunavik Inuit fisheries, to cease operations.

WILDLIFE
PART 3: HARVESTING

Sheet # 5 (3) - 4

PROJECT: Issuance of commercial fishing licences

RESPONSIBILITIES: Canada - Minister of the Department of Fisheries and Oceans (DFO - Minister)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Government of Nunavut; residents of Nunavik; Makivik Designated Organizations

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Issue commercial fishing licenses, subject to Section 5.3.13.1 and 5.3.13.2, that were eligible for issuance on the effective date of this Agreement	DFO - Minister	Ongoing at discretion

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 5.3.13.1 (c) - Allocation of total allowable take including for lawfully authorized commercial fisheries
- 5.3.13.2 - Exploratory, experimental or test fisheries in the NMR will cease when Agreement takes effect.
- 5.3.15 - MDO right of first refusal of commercial operations excludes commercial fisheries in NMR
- 5.3.16 - Harvesting activities pursuant to commercial fishing licenses subject to laws of general application
- 5.4.20 - Government to consider importance of marine resources when allocating commercial fishing licenses

FUNDING:

1. Any administrative costs associated with the issuance of licenses will be assumed by the responsible management agency (e.g. DFO) and sourced from their operational budget.

WILDLIFE
PART 3: HARVESTING

Sheet # 5 (3) - 5

PROJECT: Nunavik Inuit requirements for obtaining a licence to harvest species of cetaceans

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board; Government of Nunavut; residents of Nunavik; Makivik Designated Organizations

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Issue license for harvest of those species of cetaceans not regularly harvested during the 12 months preceding October 25, 2002	DFO	As required from time to time after the effective date.

OBLIGATIONS ADDRESSED:

5.3.19 Nunavik Inuit may be required to obtain a license from the responsible management agency for the harvest of those species of cetaceans not regularly harvested during the 12 months preceding October 25, 2002. Such licenses shall not be unreasonably withheld or subject to an unreasonable fee.

RELATED CLAUSES:

5.3.18 - Nunavik Inuit may harvest up to basic needs level without license/permit/fee

FUNDING:

1. Any administrative costs associated with the issuance of licenses will be assumed by the responsible management agency (e.g. DFO) and sourced from their operational budget.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. October 25, 2002 is the date the Agreement-in-Principle was signed by Canada and Makivik.

WILDLIFE

Sheet # 5 (3) - 6

PART 3: HARVESTING

PROJECT: Disposition of harvest either inside or outside the Nunavik Marine Region

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO); Canada - Canadian Wildlife Services (CWS); Government of Nunavut - Department of Environment (GN - DOE); Nunavik Inuit

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Dispose freely, sell, barter, trade, exchange, buy, possess and give to Nunavik Inuit, to other Canadian Inuit and to beneficiaries under the <i>JBNQA</i> any wildlife lawfully harvested for personal consumption inside or outside the NMR	Nunavik Inuit	At discretion
2	Obtain a permit to transport wildlife outside the NMR	Nunavik Inuit	When required by the appropriate government agency
3	Issue a permit to transport wildlife outside the NMR to a Nunavik Inuk	DFO, CWS GN - DOE	Upon demand unless there is good cause for refusing the permit

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 5.3.21.3 - right to dispose in section 5.3.21.1 subject to laws of general application regarding the sale of migratory birds, eggs and parts
- 5.3.21.4 - disposition of harvest other than in section 5.3.21.1 is subject to laws of general application
- 5.3.35 - procedure for disposal of wildlife killed under sections 5.3.32 and or 5.3.33

FUNDING:

1. Any fees for Nunavik Inuit to obtain a permit to transport wildlife outside the NMR shall be waived.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The right to dispose in subsection 5.3.21.1 is subject to laws of general application regarding the sale or offer for sale of any migratory birds, migratory bird eggs, or parts thereof.
2. Any disposition of harvest other than a disposition described in subsection 5.3.21.1 is subject to laws of general application.
3. "harvest" means the reduction of wildlife into possession and the attempt thereto, and includes hunting, trapping, fishing, netting, egging, picking, collecting, gathering, spearing, killing, capturing or taking by any means.
4. "wildlife" means all terrestrial, aquatic, avian and amphibian flora and fauna *ferae naturae*, and all parts and products thereof.

WILDLIFE

Sheet # 5 (3) - 7

PART 3: HARVESTING

PROJECT: Assignment of part of the basic needs levels for sport harvesting to qualified non-Nunavik Inuit

RESPONSIBILITIES: Regional Nunavimmi Umajutvijiit Katajuaqatigininga (RNUK)

PARTICIPANT/LIAISON: Canada - Canadian Wildlife Service; Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; Nunavik Marine Region Wildlife Board; Nunavik Inuk; non-Nunavik Inuit;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Assign part of the basic needs level or adjusted basic needs level for the purpose of sport harvesting to any qualified non-Nunavik Inuit	RNUK	At discretion from time to time.
2	Establish terms and conditions for any assignment pursuant to sub-section 5.3.22.4	RNUK	At discretion from time to time

OBLIGATIONS ADDRESSED:

5.3.22.1 The RNUK may assign any part, other than the whole, of the Basic Needs Level or Adjusted Basic Needs Levels for the purpose of sport harvesting to any non-Nunavik Inuit qualified to harvest under laws of general application. For greater certainty, a Nunavik Inuk may not assign a right to harvest.

5.3.22.4 The RNUK may establish terms and conditions for any assignment pursuant to sub-section 5.3.22.1 including, but not limited to, the requirement for an assignee to use Nunavik Inuit guides approved by the RNUK or LNUK.

RELATED CLAUSES:

- 5.3.22.2 - a Nunavik Inuit may assign a right to harvest to his or her spouse
- 5.3.22.3 - establish terms and conditions for any assignment pursuant to sub-section 5.3.22.2
- 5.3.22.5 - assignments pursuant to section 5.3.22.1 not to exceed three (3) years
- 5.3.22.6 - assignment pursuant to sub-section 5.3.22.2 not to exceed one (1) year
- 5.3.22.7 - exclusions to assignments to non-Nunavik Inuit pursuant to section 5.3.22.1
- 5.3.22.8 - any assignments pursuant to section 5.3.22 shall be in writing.
- 5.7.2 (f) - LNUKs authorize, regulate, and manage any assignments under 5.3.22.2

WILDLIFE
PART 3: HARVESTING

Sheet # 5 (3) -8

PROJECT: Disposal of valuable parts of emergency kills

RESPONSIBILITIES: Regional Nunavimmi Umajutvijiit Katajuaqatigininga (RNUK); Canada - Nunavik Marine Region Wildlife Board (NMRWB); person who kills wildlife

PARTICIPANT/LIAISON: Canada - Department of Fisheries and Oceans; Canada - Canadian Wildlife Service; Government of Nunavut - Department of Environment; Local Nunavimmi Umajutvijiit Katajuaqatigininga;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish a process for dealing with the NMRWB for determining and identifying which wildlife parts are valuable	RNUK NMRWB	After establishment of the RNUK
2	Notify the NMRWB of emergency kills	Person who kills wildlife	As soon as possible after an emergency kill
3	Dispose of valuable parts of wildlife killed under sections 5.3.32 and 5.3.33 to the concerned LNUK	Person who kills wildlife	As soon as possible after an emergency kill

OBLIGATIONS ADDRESSED:

5.3.32 Notwithstanding anything else in this Agreement, a person may kill wildlife if it is necessary to preserve a human life or to protect that person's property.

5.3.33 Notwithstanding anything else in this Agreement, a person may kill and consume wildlife where it is necessary to prevent starvation.

5.3.35 A person who kills wildlife under sections 5.3.32 and or 5.3.33 shall dispose of valuable parts of the wildlife to the concerned LNUK and shall provide notice to the NMRWB.

RELATED CLAUSES:

5.3.34 - killing of wildlife not to be construed as providing lawful excuse for individual mismanagement

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The NMRWB, in conjunction with the RNUK, will determine which wildlife parts are valuable and provide a list of these to the appropriate Government agencies.
2. The NMRWB and the RNUK will establish a process for disposal of valuable wildlife parts.
3. Current notification processes remain in place until new processes are agreed to.

WILDLIFE

Sheet # 5 (4) - 1

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Maintaining structure(s) to promote coordination of the management of migratory marine species in Southern and Northern Davis Strait and Hudson Bay Zones and adjacent areas

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO); Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Makivik; Canada - Canadian Wildlife Service; Government of Nunavut - Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Identify or establish structure(s) to promote coordination of the management of migratory marine species in Southern and Northern Davis Strait and Hudson Bay Zones and adjacent areas	DFO	As required after the effective date
2	Notify the NMRWB of applicable structure(s) in Activity 1	DFO	As required
3	Appoint appropriate representation from Nunavik to the structure(s)	NMRWB	At discretion and in accordance with procedures of the respective structure(s)
4	Maintain structure(s)	DFO	Ongoing as required

OBLIGATIONS ADDRESSED:

- 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.

RELATED CLAUSES:

- 5.1.6 - none of the rights in Article 5 other than those in Part 5.4 apply in respect of wildlife harvested outside the NMR.
- 5.4.3 - structures in 5.4.1 do not diminish the decision-making role of the NMRWB within the NMR
- 5.4.4 - Government shall seek advice of NMRWB with respect to wildlife decisions in Zones
- 5.4.5 - application of Part 5.8 to wildlife management in Southern Davis Strait and Hudson Bay Zones
- 5.4.6 - NMRWB may make recommendations towards decisions by Government in Zones

FUNDING:

1. Funding to maintain the structures will be the responsibility of the affected department(s) of Government.
2. Any costs for representation from Nunavik to the structure or structures referred to in section 5.4.1. will be the responsibility of the NMRWB.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "Northern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying north of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0A, and that is not part of the Nunavut Settlement Area.
2. "Southern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying south of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0B, and that is not part of the Nunavut Settlement Area.
3. "Hudson Bay Zone" means those areas of James Bay and Hudson Bay that are not part of the NMR or another land claims settlement area

WILDLIFE

Sheet # 5 (4) - 2

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Seeking advice on wildlife management decisions in Southern and Northern Davis Strait and Hudson Bay Zones

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO); Canada - Canadian Wildlife Service (CWS); Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Makivik; Government of Nunavut - Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Seek advice from NMRWB with respect to any wildlife management decisions in Southern and Northern Davis Strait and Hudson Bay Zones	DFO, CWS	Ongoing as required
2	Provide relevant information to Government that would assist in wildlife management in Southern and Northern Davis Strait and Hudson Bay Zones	NMRWB	Ongoing as required
3	Identify wildlife research requirements and deficiencies in Southern and Northern Davis Strait and Hudson Bay Zones	NMRWB	Ongoing as required
4	Review and recommend acceptance or rejection of research proposals or applications within Southern and Northern Davis Strait and Hudson Bay Zones	NMRWB	Where appropriate
5	Consider any decisions as a result of Activity 4	DFO, CWS	As required when making decisions which affects Southern Davis Strait and Hudson Bay Zones

OBLIGATIONS ADDRESSED:

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.

- 5.4.6 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.

RELATED CLAUSES:

- 5.2.7.1 - role of NMRWB in wildlife research and management within the NMR
- 5.4.5 - application of Part 5.8 to wildlife management in Southern Davis Strait and Hudson Bay Zones
- 5.1.6 - none of the rights in Article 5 other than those in Part 5.4 apply in respect of wildlife harvested outside the NMR.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. This Activity deals with wildlife management decisions and recommendation in marine areas beyond the NMR.
2. "Northern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying north of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0A, and that is not part of the Nunavut Settlement Area.
3. "Southern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying south of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0B, and that is not part of the Nunavut Settlement Area.
4. "Hudson Bay Zone" means those areas of James Bay and Hudson Bay that are not part of the NMR or another land claims settlement area.

WILDLIFE

Sheet # 5 (4) - 3

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Allocation of a portion of the total allowable catch of turbot to harvest in the Southern Davis Strait Zone

RESPONSIBILITIES: Canada - Minister of the Department of Fisheries and Oceans (DFO - Minister)

PARTICIPANT/LIAISON: Makivik Designated Organization; Nunavik Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine the portion of the total allowable catch of turbot in accordance with section 5.4.7	DFO - Minister;	In the calendar year in which Agreement takes effect and in each subsequent year thereafter
2	Allocate a portion of total allowable catch of turbot to one or more MDOs to harvest in the Southern Davis Strait Zone in accordance with section 5.4.7	DFO - Minister;	In calendar year in which Agreement takes effect
3	Provide access to the portion of total allowable catch of turbot in accordance with section 5.4.7 by issuance of a fishing licence to one or more MDOs or by some other means	DFO - Minister;	As required

OBLIGATIONS ADDRESSED:

5.4.8 A portion of the total allowable catch of turbot established by the Minister for NAFO Division 0B in the calendar year in which this Agreement takes effect and in subsequent calendar years will be allocated to one (1) or more MDOs to harvest in the Southern Davis Strait Zone. The portion will include any turbot allocation for the Southern Davis Strait Zone provided to, or to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect. The portion in any calendar year will be determined for that year as follows:

- (a) 2.54% of that part of the total allowable catch established by the Minister for NAFO Division 0B equal to or less than 5,500 metric tonnes; and
- (b) 10% of that part of the total allowable catch established by the Minister for NAFO Division

0B in excess of 5,500 metric tonnes.

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

5.4.10 The Minister will provide access to the portion of the total allowable catch of turbot referred to in section 5.4.8 through a fishing license issued to one (1) or more MDOs or by some other means.

RELATED CLAUSES:

5.4.7 - For purposes of 5.4.8, Makivik and any of its subsidiaries will be deemed to be a MDO

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Minister of DFO may provide to a MDO, or a MDO may acquire, outside of this Agreement, additional allocation of turbot in the Southern Davis Strait Zone. (5.4.7)
2. "Southern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying south of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0B, and that is not part of the Nunavut Settlement Area.

WILDLIFE

Sheet # 5 (4) - 4

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Allocation of a portion of the total allowable catch of species of groundfish other than turbot to harvest in the Southern Davis Strait Zone

RESPONSIBILITIES: Canada - Minister of the Department of Fisheries and Oceans (DFO - Minister)

PARTICIPANT/LIAISON: Makivik Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Offer access by issuance of a fishing licence or by some other means for 10% of the total allowable catch to one or more MDOs to harvest in the Southern Davis Strait Zone a species of groundfish other than turbot	DFO - Minister	In any calendar year after the effective date where the Minister establishes a total allowable catch in NAFO Division 0B or the Southern Davis Strait Zone

OBLIGATIONS ADDRESSED:

5.4.11 Where, in any calendar year after the effective date of this Agreement, the Minister establishes a total allowable catch in NAFO Division 0B or the Southern Davis Strait Zone for a species of groundfish other than turbot, the Minister shall offer access to a MDO through a fishing license issued to the MDO or by some other means for 10% of the total allowable catch to harvest in the Southern Davis Strait Zone.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

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

WILDLIFE

Sheet # 5 (4) - 5

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Allocation of a portion of the total allowable catch for shrimp to harvest in the Southern and Northern Davis Strait Zones

RESPONSIBILITIES: Canada - Minister of the Department of Fisheries and Oceans (DFO - Minister)

PARTICIPANT/LIAISON: Makivik Designated Organization; Nunavik Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Allocate a portion of the total allowable catch for shrimp to one or more MDOs to harvest in the Southern and Northern Davis Strait Zones in accordance with sections 5.4.11 and 5.4.15 respectively	DFO - Minister	In calendar year in which Agreement takes effect
2	Provide access to the portion of total allowable catch of shrimp in accordance with section 5.4.11 and 5.4.15 by issuance of a fishing licence to one or more MDOs or by some other means	DFO - Minister;	As required

OBLIGATIONS ADDRESSED:

5.4.12 In any calendar year after the calendar year in which this Agreement takes effect, 7% of any increase in the total allowable catch for shrimp established by the Minister for NAFO Division 0B will be allocated to one (1) or more MDOs to harvest in the Southern Davis Strait Zone. This amount will include any part of the increase provided to, or to be provided to, Makivik or any of its subsidiaries.

5.4.15 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.13 through a fishing license issued to one (1) or more MDOs or by some other means.

5.4.16 In any calendar year after the calendar year in which this Agreement takes effect, 8.8% of any increase in the total allowable catch for shrimp established by the Minister for NAFO Division 0A will be allocated to one (1) or more MDOs to harvest in the Northern Davis Strait Zone. This amount will include any part of the increase provided to or to be provided to, Makivik or any of its subsidiaries.

5.4.19 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.16 through a fishing license issued to one (1) or more MDOs or by some other means.

RELATED CLAUSES:

5.4.13 - meaning of "increase" for purposes of 5.4.12

5.4.14 - For purposes of 5.4.12, Makivik and any of its subsidiaries will be deemed to be a MDO

5.4.17 - meaning of "increase" for purposes of 5.4.16

5.4.18 - For purposes of 5.4.16, Makivik and any of its subsidiaries will be deemed to be a MDO

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. For the purposes of sections 5.4.11 and 5.4.15, "increase" means, for any calendar year after the calendar year in which this Agreement takes effect, the amount by which the total allowable catch for shrimp established by the Minister in that calendar year for a specific area exceeds the total allowable catch for shrimp established by the Minister for that same area in the calendar year in which this Agreement takes effect. (5.4.12)
2. "Northern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying north of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0A, and that is not part of the Nunavut Settlement Area.
3. "Southern Davis Strait Zone" means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying south of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0B, and that is not part of the Nunavut Settlement Area.

WILDLIFE

Sheet # 5 (4) - 6

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Distribution of commercial fishing licences within the Hudson Bay Zone

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Give special consideration to the principles of adjacency and economic dependence of communities in Nunavik on marine resources	DFO	When allocating commercial fishing licences within the Hudson Bay Zone
2	Promote a fair distribution of licenses between the residents of Nunavik and the other residents of Canada and in a manner consistent with Canada's interjurisdictional obligations	DFO	When allocating commercial fishing licences within the Hudson Bay Zone

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 5.3.16 - harvesting activities pursuant to commercial fishing licences shall be subject to laws of general application.
- 5.3.17 - Minister may continue to issue commercial fishing licenses to whomever the Minister chooses.
- 5.3.20 - Issuance of licence for any approved commercial operation undertaken by Nunavik Inuit in the NMR

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "*Hudson Bay Zone*" means those areas of James Bay and Hudson Bay that are not part of the NMR or another land claims settlement area.

WILDLIFE

Sheet # 5 (4) - 7

PART 4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS BEYOND THE NUNAVIK MARINE REGION

PROJECT: Decisions which affect marine areas outside of the NMR

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB); Nunavik Marine Region Impact Review Board (NMRIRB); Nunavik Marine Region Planning Commission (NMRPC); Canada - Department of Fisheries and Oceans (DFO); Government of Nunavut - Department of Environment (GN - DOE)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Advise and make recommendations to other government agencies regarding marine areas outside of the NMR	NMRPC, NMRIRB, NMRWB individually or jointly as the Marine Region Council	Ongoing as required
2	Consider advice and recommendations in Activity 1 in making decisions which affect marine areas outside of the NMR	DFO, GN - DOE	After receiving advice and recommendations and before making decisions
3	Make decision and inform appropriate NMR representative organization of the decision	DFO, GN - DOE	After consideration of advice and recommendations received

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

5.4.6 - NMRWB may make recommendations towards decisions by Government in Zones outside NMR.

WILDLIFE
PART 5: DECISIONS

Sheet # 5 (5) - 1

PROJECT: Judicial review of NMRWB decisions

RESPONSIBILITIES: aggrieved or materially affected person (Aggrieved person)

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Put forth motion requesting a judicial review of a decision of the NMRWB	Aggrieved person	As required

OBLIGATIONS ADDRESSED:

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.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Among other things, Section 28 of the *Federal Court Act, RSC 1985, c.F-7* states that “(1) The Federal Court of Appeal has jurisdiction to hear and determine applications for judicial review made in respect of any of the following federal boards, commissions or other tribunals: ...”

WILDLIFE
PART 5: DECISIONS

Sheet # 5 (5) - 2

PROJECT: Legal effect of decisions made by the NMRWB (Government of Canada Jurisdiction)

RESPONSIBILITIES: Nunavik Marine Region Wildlife Board (NMRWB); Government of Canada - Minister of Environment - Canadian Wildlife Service, Minister of the Department of Fisheries and Oceans (Canada - Minister CWS, DFO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make a decision in relation to subsections 5.2.3(a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28, [and 29] of this Agreement	NMRWB	As required
2	Forward decision to the Minister and not make it public	NMRWB	After making a decision
3	Accept decision and notify the NMRWB in writing	Canada - Minister CWS, DFO	Within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB after receiving a decision
4	Where the Minister has deemed to have accepted a decision of the NMRWB, proceed to do all things necessary to implement that decision.	Canada - Minister CWS, DFO	As soon as practicable after having accepted a decision
OR			
5	Reject the decision and give the NMRWB reasons in writing for so doing	Canada - Minister CWS, DFO	Within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB after receiving a decision
6	Reconsider the decision in light of the written reasons provided by the Minister	NMRWB	After receiving the written reasons for the rejection of a decision

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Make a final decision and forward this to the Minister	NMRWB	At discretion within a reasonable period after reviewing the rejection of a decision
8	Make decision public	NMRWB	After making final decisions and forwarding this to the Minister
9	Accept, reject, or vary the final decision	Canada - Minister CWS, DFO	After receiving a final decision of the NMRWB
10	Provide NMRWB with written reasons if the Minister rejects or varies the final decision	Canada - Minister CWS, DFO	After receiving a final decision of the NMRWB
11	Where the Minister decides to accept or vary the final decision pursuant to 5.5.12, do all things necessary to implement the final decision or the final decision as varied	Canada - Minister CWS, DFO	After deciding to accept or vary the final decision

OBLIGATIONS ADDRESSED:

- 5.5.6 All decisions made by the NMRWB in relation to paragraphs 5.2.3 (a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28, and 29 of this Agreement shall be made in the manner set out in sections 5.5.7 to 5.5.13.
- 5.5.7 When the NMRWB makes a decision, it shall forward that decision to the Minister. The NMRWB shall not make that decision public.
- 5.5.8 After receiving a decision of the NMRWB pursuant to section 5.5.7, the Minister shall within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB:
- (a) accept the decision and notify the NMRWB in writing; or
 - (b) reject the decision and give the NMRWB reasons in writing for so doing.
- 5.5.9 The Minister shall be deemed to have accepted the decision of the NMRWB when:
- (a) the Minister has so notified the NMRWB in writing; or
 - (b) the Minister has not rejected the decision within the time period and in the manner required pursuant to section 5.5.8.
- 5.5.10 Where the Minister is deemed to have accepted a decision of the NMRWB as provided in section 5.5.9, the Minister shall proceed forthwith to do all things necessary to implement that decision.

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

RELATED CLAUSES:

- 5.2.3 (a) - establish, modify, or remove levels of total allowable take of wildlife other than anadromous fish spawning in Québec
 - (b) - ascertain basic needs level of wildlife other than anadromous fish spawning in Québec
 - (c) - adjust basic needs level of wildlife other than anadromous fish spawning in Québec
 - (d) - allocate from total allowable take of wildlife other than anadromous fish spawning in Québec
 - (e) - establish, modify, or remove non-quota limitations
 - (f) - participate in research
- 5.2.4 (a) - approve the establishment of boundaries of protected areas and Marine Protected Areas
- (c) - approve plans for management and protection of wildlife habitats
 - (d) - approve plans for management, classification, protection etc. of particular wildlife
 - (f) - approve designation of species at risk
- Article 27 - Reciprocal Arrangements Between Nunavik Inuit and Inuit of Nunavut
- Article 28 - Reciprocal Arrangements Between Nunavik Inuit and the Crees of Eeyou Istchee
- Article 29 - Nunavik Inuit Rights in Labrador

WILDLIFE
PART 5: DECISIONS

Sheet # 5 (5) - 3

PROJECT: Legal effect of decisions made by the NMRWB (Territorial Government Jurisdiction)

RESPONSIBILITIES: Government of Nunavut - Minister of Environment (GN - Minister of DOE); Nunavik Marine Region Wildlife Board (NMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make a decision in relation to subsections 5.2.3(a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28, of this Agreement	NMRWB	As required
2	Forward decision to the Minister and not make it public	NMRWB	After making a decision
3	Accept decision and notify the NMRWB in writing	GN - Minister of DOE	Within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB after receiving a decision
4	Where the Minister has deemed to have accepted a decision of the NMRWB, proceed to do all things necessary to implement that decision.	GN - Minister of DOE	As soon as practicable after having accepted a decision
OR			
5	Reject or recommend a variation of a decision	GN - Minister of DOE	Within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB after receiving a decision
6	Provide the NMRWB with reasons in writing for rejecting or recommending a variation of the decision	GN - Minister of DOE	Within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB after receiving a decision

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Reconsider the decision in light of the written reasons provided by the Minister	NMRWB	After receiving the written reasons for the rejection or recommending a variation of a decision
8	Make a final decision and forward this to the Minister	NMRWB	At discretion within a reasonable period after reviewing the rejection or recommending a variation of a decision
9	Make decision public	NMRWB	After making final decisions and forwarding this to the Minister
10	Accept, reject, or vary the final decision	GN - Minister of DOE	After receiving a final decision of the NMRWB
11	Provide NMRWB with written reasons if the Minister rejects or varies the final decision	GN - Minister of DOE	After receiving a final decision of the NMRWB
12	Where the Minister decides to accept or vary the final decision pursuant to 5.5.20, do all things necessary to implement the final decision or the final decision as varied	GN - Minister of DOE	After deciding to accept or vary the final decision

OBLIGATIONS ADDRESSED:

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

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

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

(a) accept the decision and notify the NMRWB in writing; or

(b) reject the decision and give the NMRWB reasons in writing for so doing.

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

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

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 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 the final decision; or
- (c) vary the final decision,

and shall provide reasons for rejecting or varying the decision.

5.5.21 Where a final decision has been received by the Minister pursuant to section 5.5.20 and the Minister decides to accept decision, the Minister shall proceed forthwith to do all things necessary to implement decision or decision as varied.

RELATED CLAUSES:

- 5.2.3 (a) - establish, modify, or remove levels of total allowable take of wildlife other than anadromous fish spawning in Québec
- (b) - ascertain basic needs level of wildlife other than anadromous fish spawning in Québec
- (c) - adjust basic needs level of wildlife other than anadromous fish spawning in Québec
- (d) - allocate from total allowable take of wildlife other than anadromous fish spawning in Québec
- (e) - establish, modify, or remove non-quota limitations
- (f) - participate in research
- 5.2.4 (a) - approve the establishment of boundaries of protected areas and Marine Protected Areas
- (c) - approve plans for management and protection of wildlife habitats
- (d) - approve plans for management, classification, protection etc. of particular wildlife
- (f) - approve designation of species at risk

Article 27 - Reciprocal Arrangements Between Nunavik Inuit and Inuit of Nunavut

Article 28 - Reciprocal Arrangements Between Nunavik Inuit and the Crees of Eeyou Istchee

WILDLIFE
PART 5: DECISIONS

Sheet # 5 (5) - 4

PROJECT: Interim decisions regarding an immediate modification in harvesting activities

RESPONSIBILITIES: Government of Canada - Minister of Environment - Canadian Wildlife Service, Minister of the Department of Fisheries and Oceans (Canada - Minister CWS, DFO) Minister’s delegated agent; Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make and implement any reasonable interim decision to modify harvesting activities	Canada - Minister CWS, DFO or the Minister's delegated agent	When urgent and unusual circumstances require it
2	Conduct a full review of the harvesting activities in question	NMRWB	As soon as practicable after Activity 1

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

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

WILDLIFE
PART 5: DECISIONS

Sheet # 5 (5) - 5

PROJECT: Ministerial referral of management matter to the NMRWB

RESPONSIBILITIES: Canada - Minister of Indian Affairs and Northern Development, Minister of Environment - Canadian Wildlife Service, Minister of the Department of Fisheries and Oceans (Canada - Minister of DIAND, DFO, CWS); Nunavik Marine Region Wildlife Board (NMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer management matter to the NMRWB	Canada - Minister of DIAND, DFO, CWS	From time to time as required
2	Respond to Ministerial initiatives by making decisions on matters referred to it	NMRWB	In time to permit Ministers to meet their national and international obligations.

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

- 5.8.2 - include Nunavik Inuit in formulation of Government positions in international agreements dealing with wildlife harvesting in the NMR
- 5.8.5 - NMRWB role in the negotiation or amendment of domestic interjurisdictional agreements

WILDLIFE

Sheet # 5 (6) - 1

PART 6: NMRWB: ADMINISTRATIVE PROCEDURES**PROJECT:** Operation of the Nunavik Marine Region Wildlife Board**RESPONSIBILITIES:** Canada - Department of Indian Affairs and Northern Development - Implementation Management (DIAND - IM); Nunavik Marine Region Wildlife Board (NMRWB); Chairperson - Nunavik Marine Region Wildlife Board (Chairperson - NMRWB);**PARTICIPANT/LIAISON:** Makivik; Government of Nunavut;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide the Board with copies of applicable Government of Canada Treasury Board Guidelines	DIAND - IM	Upon initial appointment of Board, or upon request of any Board member
2	Convoke meetings	Chairperson - NMRWB	Within 21 days of receipt from any two members of the NMRWB of a written request or as often as the NMRWB deems fit, but no less than twice a year
3	Prepare an annual budget	NMRWB	45 days prior to the beginning of a new fiscal year
4	Review and approve budget	DIAND - IM	Within a reasonable time of receipt (45 days)
5	Subject to approved budget and Treasury Board guidelines, engage staff, professional and technical advisors and consultants necessary to conduct the official business of the Board	NMRWB	As required
6	Make by-laws and rules respecting those matters as set out in section 5.6.20	NMRWB	As required

OBLIGATIONS ADDRESSED:

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.
- 5.6.15 Four (4) members physically present constitute a quorum, except that the NMRWB may modify the requirement for being physically present through a by-law permitting use of teleconference, or like facilities, in circumstances of emergency.
- 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.
- 5.6.20 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.

RELATED CLAUSES:

- 5.2.1 - NMRWB membership
- 5.2.6 - primary responsibility for management of lands is the appropriate IPG
- 5.6.10 - head office of the NMRWB shall be in Nunavik.
- 5.6.17 - each member shall be paid fair and reasonable remuneration for work on the NMRWB.
- 5.6.18 - travelling and living expenses for each member
- 5.6.21 - officers and employees necessary for the proper conduct of business of the NMRWB
- 5.6.22 - such officers and employees shall be responsible to the NMRWB.
- 5.6.28 - NMRWB is subject to laws of general application relating to confidentiality and access to information
- 5.6.29 - exercise of discretion in disclosure of any information by Government and by the NMRWB
- 5.6.30 - liability of NMRWB in discharging any duties or in exercising any powers
- 23.1.1 (d) - conditions for funding arrangements of IPGs

FUNDING:

1. Identified funding for the Nunavik Marine Region Wildlife Board:

(**2005** constant dollars)

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
2,451,542	2,337,042	2,337,042	2,337,042	2,337,042	2,337,042	2,337,042	2,337,042	2,337,042	2,337,042

2. The detailed cost and worksheet notes and assumptions for the Nunavik Marine Region Wildlife Board are attached for reference purposes only. They were developed for the purpose of estimating the funding to be provided to the Board. It is not intended that the Board shall be constrained by any particular line item.
3. The Government of Canada shall establish funding arrangements further to the arrangements in this Plan with the NMRWB consistent with Subsection 23.1.1(d) of the NILCA. The funding arrangements shall specify the manner and timing of payments and may provide for an annual payment or a schedule of payments within any one year. Payments under the funding arrangements are conditional on the approval of the budgets.
4. Consistent with Subsection 23.1.1(d) (ii) of the NILCA, the NMRWB shall be provided the degree of flexibility within its funding arrangements to allocate, reallocate and manage funds within its approved budget no less than that generally accorded to comparable agencies of government. Such arrangements shall be consistent with the Plan and, for greater certainty, shall accommodate the exercise of powers of the Implementation Committee as described in Section 23.3.3 of the NILCA.
5. Identified funding for research by the NMRWB (5.2.7.2) to be all allocated in Year 1 - \$5,000,000
6. Refer to Annex B for conditions related to the research funding of the NMRWB.
7. The costs of each non-voting observer (to the NMRWB) shall be borne by the person or organization sending that observer (5.6.19).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The head office of the NMRWB shall be in Nunavik. (5.6.10)
2. The NMRWB shall, whenever practicable, meet in Nunavik. (5.6.13)
3. The NMRWB shall conduct its business in Inuktitut and, as required by legislation or policy, in Canada's official languages. (5.6.14)
4. Annual NMRWB budget submissions should be sent to the following:

Director
 Implementation Management Directorate
 Implementation Branch
 Claims and Indian Government
 Department of Indian Affairs and Northern Development
 Les Terrasses de la Chaudière

Room 1550, 25 Eddy St.
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

5. DIAND Implementation Management Directorate will need a minimum of 45 days to review and approve the NMRWB annual budget.

Costing Worksheet - Nunavik Marine Region Wildlife Board

2005 constant dollars										
Project: Nunavik Marine Region Wildlife Board										
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD										
Honoraria: Chairperson	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500
Members	58,050	58,050	58,050	58,050	58,050	58,050	58,050	58,050	58,050	58,050
Travel	69,500	69,500	69,500	69,500	69,500	69,500	69,500	69,500	69,500	69,500
Meals & incidentals	27,144	27,144	27,144	27,144	27,144	27,144	27,144	27,144	27,144	27,144
Accommodation	45,770	45,770	45,770	45,770	45,770	45,770	45,770	45,770	45,770	45,770
Meeting rooms	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500
Professional Development	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717
Transcripts, publications	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Sub-total	244,681									
STAFF-										
Executive Director (EX-01)	96,000	96,000	96,000	96,000	96,000	96,000	96,000	96,000	96,000	96,000
Financial Admin. Officer (FI-03)	72,609	72,609	72,609	72,609	72,609	72,609	72,609	72,609	72,609	72,609
Wildlife Mgmt. Director (BI-	78,853	78,853	78,853	78,853	78,853	78,853	78,853	78,853	78,853	78,853
Wildlife Biologist (BI-03)	66,864	66,864	66,864	66,864	66,864	66,864	66,864	66,864	66,864	66,864
Wildlife Liaison Officer ((BI-02)	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668
Secretary/Receptionist (ST-02)	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000
Benefits & Professional Development	250,347	250,347	250,347	250,347	250,347	250,347	250,347	250,347	250,347	250,347
Recruitment & relocation	40,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Travel (Staff)	23,082	23,082	23,082	23,082	23,082	23,082	23,082	23,082	23,082	23,082
Sub-total	721,423	686,423								
OFFICE										
Rent	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000
Office equipment & supplies	25,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Communications (phone, fax,	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
Public information, advertizing	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Computers, printers, software	25,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Books/periodicals	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Office Furniture	35,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Web site	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Translation	39,938	39,938	39,938	39,938	39,938	39,938	39,938	39,938	39,938	39,938
Audit fees/legal services	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Sub-total	240,438	160,938								
RNUK/LNUKs										
RNUK (1)	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000
LNUKs (15 @ \$65K)	975,000	975,000	975,000	975,000	975,000	975,000	975,000	975,000	975,000	975,000
Annual General Meeting	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Sub-total	1,245,000									
TOTAL	2,451,542	2,337,042								

COST WORKSHEET NOTESNunavik Marine Region Wildlife Board

- Honoraria for Chairperson: \$325 per day
- Honoraria for Members: \$225 per day
- Wildlife Board Chairperson and Members costed on the basis of:
 - 4 meetings per year of 3 days duration each
 - 1 hearing per year of 2 days duration each
 - 2 workshops per year of 2 days duration each
 - 4 staff meetings per year; (chairperson and 2 Board members attend)
- Meeting room costs estimated at \$500 per day for 3 meetings, 1 hearing, and 1 workshop (1 meeting and 1 workshop to be held in NMRWB HQ offices);
- Salaries costed at mid-range of the associated classification for:
 - 1 Executive Director (EX-01)
 - 1 Finance/Admin. Officer (FI-03)
 - 1 Wildlife Mgmt. Director (BI-04)
 - 1 Wildlife Biologist (BI-03)
 - 1 Regional Liaison Officer (BI-02)
 - 1 Secretary/Receptionist (ST-02)
- Meal allowances and incidental expenses based on federal government 2005 travel directive rates
- Accommodations for persons on travel status average \$230 per night, which reflects the cost of accommodation in Salluit, Kuujuaq and Inukjuak in 2005
- Recruitment and relocation costed at \$40,000 for start-up and \$5,000 per year thereafter
- Office costs based on equipment and supplies for 6 staff persons; \$25,000 for start up
- Rent and insurance based on \$4,000 per month for 5 separate offices and a common use area for meetings, secretary/receptionist, etc.
- Office communications costs have been averaged at \$500 per person (6) per month
- Computer equipment start-up costs are estimated at \$25,000 and software licenses and upgrades are costed at \$500 per person (6) per year thereafter
- Books and periodicals based on \$250 per person per year
- Office furnishings costed at \$35,000 start-up costs for the first year and \$1,000 per year thereafter
- Audit and legal fees costed at \$10,000 per year
- Public information and education costed at \$10,000 per year
- Translation services costed at approx. \$40,000 per year
- RNUK (Regional) and 15 LNUKs (Local) Hunters and Trappers Associations are costed at \$170,00 and \$975,000 respectively with \$100,000 for an Annual General Meeting

WILDLIFE

Sheet # 5 (6) - 2

PART 6: NMRWB: ADMINISTRATIVE PROCEDURES**PROJECT:** Hearings of the NMRWB**RESPONSIBILITIES:** Nunavik Marine Region Wildlife Board (NMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Hold public hearings into any issue requiring a decision on its part	NMRWB	As determined by the NMRWB
2	Make rules distinguishing the roles reserved for full parties and roles reserved for other classes of participants	NMRWB	As required
3	Determine whether any other person is accorded the status of full party for the purpose of any particular public hearing	NMRWB	As required
4	In any application, proceeding or matter of special importance pending before it, hire counsel to conduct or argue a case or any particular question arising in the application, proceeding or matter	NMRWB	At discretion

OBLIGATIONS ADDRESSED:

- 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.

RELATED CLAUSES:

- 5.6.20 (e) - NMRWB making by-laws and rules on procedures and conduct of public hearings
- 5.6.27 - powers of NMRWB the same as commissioners under the *Inquiries Act R.S.C. 1985*

FUNDING:

1. Funding for the NMRWB to conduct public hearings has been costed under IP Sheet # 5 (6) - 1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. 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 (5.6.24).

2. Part I of the *Inquiries Act, R.S.C. 1985*, states that concerning powers of commissioners:

“The commissioners have the power of summoning before them any witnesses, and of requiring them to:

- (a) give evidence, orally or in writing, and on oath or, if they are persons entitled to affirm in civil matters on solemn affirmation; and*
- (b) produce such documents and things as the commissioners deem requisite to the full investigation of the matters into which they are appointed to examine.” (R.S., c. I-13, s. 4)*

With regards to enforcement it provides that:

“The commissioners have the same power to enforce the attendance of witnesses and to compel them to give evidence as is vested in any court of record in civil cases” (R.S., c. I-13, s. 5)

WILDLIFE

Sheet # 5 (7) - 1

**PART 7: REGIONAL NUNAVIMMI UMAJUTVIJIIT KATAJUAQATIGININGA
(RNUK) AND LOCAL NUNAVIMMI UMAJUTVIJIIT
KATAJUAQATIGININGA (LNUK)**

PROJECT: Establishment and operation of the LNUKs

RESPONSIBILITIES: Local Nunavimmi Umajutvijiit Katajuaqatigininga (LNUK); Regional Nunavimmi Umajutvijiit Katajuaqatigininga (RNUK); Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Carry out the powers and functions of the LNUK as set forth in section 5.7.2	LNUK	On effective date
2	Develop and adopt by-laws guiding their functions	LNUK	After effective date
3	Subject to section 5.7.7, develop guidelines indicating the extent to which they are obliged to conform to by-laws and decisions of the RNUK	Each LNUK, RNUK, and NMRWB	After effective date
4	Conform to RNUK by-laws and decisions in relation to allocation of basic needs levels and adjusted basic needs levels	LNUK	As required
5	Provide an annual status report concerning their activities	LNUK	When requested by the NMRWB

OBLIGATIONS ADDRESSED:

5.7.1 There shall be a LNUK for each Nunavik Inuit community to carry out powers and functions set forth in section 5.7.2. Membership in each LNUK shall be open to all Nunavik Inuit residents in a community. Each LNUK may, by by-law, provide for classes of non-voting membership and privileges that flow therefrom. Existing community organizations may, subject to their adaptation to the provisions of this section, act as LNUKs. Two (2) or more LNUKs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.

5.7.2 The powers and functions of LNUKs shall include the following:

- (a) acting as a consultative body for their members to the RNUK with respect to wildlife matters in relation to the NMR;
- (b) the recommendation, on behalf of their members, of wildlife management measures and

techniques for the regulation of Nunavik Inuit harvesting to the RNUK;

- (c) the regulation of harvesting practices and techniques among members, including the use of non-quota limitations;
- (d) the allocation and the enforcement of basic needs levels and adjusted basic needs levels among members;
- (e) generally, the management of harvesting among members; and
- (f) the authorization, regulation and management of any assignments undertaken pursuant to paragraph 5.3.22.2.

5.7.5 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.

RELATED CLAUSES:

- 5.7.3 - Establish a RNUK
- 5.7.4 - Powers and functions of the RNUK
- 5.7.8 - Decisions and by-laws preventing Nunavik Inuit from harvesting
- 5.7.9 - Members subject to by-laws
- 5.7.10 - Funding for operation of RNUK and LNUKs
- 5.7.11 - RNUK/LNUK exercise of authority conflicting with other regulations
- 5.7.13 - Suits on behalf of Nunavik Inuk

FUNDING:

1. Funding for the operation of 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 LNUKs an annual status report concerning their activities. (5.7.10)
2. Funding for the LNUKs is to be provided by the NMRWB as identified in IP Sheet # 5 (6) - 1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the current local hunters, trappers and fishermen associations will become the LNUK for each respective community.

WILDLIFE

Sheet # 5 (7) - 2

PART 7: REGIONAL NUNAVIMMI UMAJUTVIJIIIT KATAJUAQATIGININGA (RNUK) AND LOCAL NUNAVIMMI UMAJUTVIJIIIT KATAJUAQATIGININGA (LNUK)**PROJECT:** Establishment and operation of the RNUK**RESPONSIBILITIES:** Regional Nunavimmi Umajutvijiit Katajuaqatigininga (RNUK); Nunavik Marine Region Wildlife Board (NMRWB); Local Nunavimmi Umajutvijiit Katajuaqatigininga (LNUK)**PARTICIPANT/LIAISON:** Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Carry out the powers and functions of the RNUK as set forth in section 5.7.4	RNUK	On effective date
2	Develop and adopt by-laws guiding its functions	RNUK	After effective date
3	Subject to section 5.7.7, develop guidelines indicating the extent to which each LNUK shall be obliged to conform to by-laws and decisions of the RNUK.	NMRWB LNUKs RNUK	After effective date
4	Provide an annual status report concerning its activities	RNUK	When requested by the NMRWB

OBLIGATIONS ADDRESSED:

5.7.3 A RNUK, consisting of representatives of the LNUKs, shall be established for Nunavik Inuit.

5.7.4 The powers and functions of the RNUK shall include:

- (a) acting as a consultative body for LNUKs to the NMRWB with respect to wildlife matters in relation to the NMR;
- (b) the recommendation, on behalf of LNUKs, of wildlife management measures and techniques for the regulation of Nunavik Inuit harvesting to the NMRWB;
- (c) the regulation and monitoring of harvesting practices and techniques among the LNUKs, including the use of non-quota limitations;
- (d) the allocation and enforcement of basic needs levels and adjusted basic needs levels among the LNUKs;

- (e) subject to section 5.3.22, the assignment to any person or body other than a LNUK, with or without valuable consideration and conditions, of any portion of basic needs levels and adjusted basic needs levels;
- (f) the RNUK, with the agreement of the relevant LNUKs and Makivik may designate a non-Nunavik Inuk spouse of a beneficiary under this Agreement as a Nunavik Inuk for the purposes of sections 5.3.1 and 5.3.26;
- (g) generally, the management of harvesting among the LNUKs; and
- (h) such other matters as may be set out in this Agreement.

5.7.5 The RNUK and the LNUKs shall each develop and adopt their own by-laws guiding their functions set out in this Article.

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.

RELATED CLAUSES:

- 5.7.2 - Powers and functions of the LNUK
- 5.7.7 - LNUK conforming to RNUK by-laws and decisions on basic needs levels
- 5.7.8 - Decisions and by-laws preventing Nunavik Inuit from harvesting
- 5.7.9 - Members subject to by-laws
- 5.7.10 - Funding for operation of RNUK and LNUKs
- 5.7.11 - RNUK/LNUK exercise of authority conflicting with other regulations

FUNDING:

1. Funding for the operation of the RNUK to enable it to fulfill its functions pursuant to this Part shall be provided by the NMRWB. The NMRWB may request from the RNUK an annual status report concerning their activities. (5.7.10)
2. Funding for the RNUK is to be provided by the NMRWB as identified in IP Sheet # 5 (6) - 1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the current regional association of hunters, trappers and fishermen will become the RNUK for Nunavik.
2. It is assumed that the membership/board representatives on the RNUK will be composed of the presidents of all functioning LNUKs in Nunavik.
3. The Annual General Meeting takes place to help coordinate policy, procedures, priorities, budgets and reporting by both the RNUK and the LNUKs.
4. The RNUK Executive is composed of a President, 2 vice-presidents, a treasurer and a secretary. The

RNUK staff will consist of a wildlife researcher/IQ coordinator. There are to be three executive meetings annually.

WILDLIFE

Sheet # 5 (7) - 3

**PART 7: REGIONAL NUNAVIMMI UMAJUTVIJIIIT KATAJUAQATIGININGA
(RNUK) AND LOCAL NUNAVIMMI UMAJUTVIJIIIT
KATAJUAQATIGININGA (LNUK)**

PROJECT: Suits on behalf of Nunavik Inuk

RESPONSIBILITIES: Local Nunavimmi Umajutvijiit Katajuaqatigininga (LNUK); Nunavik Inuk member (Inuk member)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide consent to the member's LNUK to sue on behalf of the individual Nunavik Inuk in accordance with section 5.7.13	Inuk member	At discretion
2	Carry out right of action by suing on behalf of the individual Nunavik Inuk	Inuk member's LNUK	After receiving consent of the individual Nunavik Inuk

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 5.7.2 - Powers and functions of the LNUK
- 5.7.9 - Members subject to by-laws

FUNDING:

1. Funding to carry out the right of action is to be borne by the parties to the suit.

WILDLIFE

Sheet # 5 (8) - 1

**PART 8: INTERJURISDICTIONAL AND DOMESTIC
INTERJURISDICTIONAL AGREEMENTS**

PROJECT: Formulation of Government of Canada positions in relation to an international agreement dealing with wildlife harvested in the NMR

RESPONSIBILITIES: Canada - Canadian Wildlife Service (CWS); Canada - Department of Fisheries and Oceans (DFO); Nunavik Inuit representatives

PARTICIPANT/LIAISON: Makivik; Makivik Designated Organization; Nunavik Marine Region Wildlife Board; Government of Nunavut; Canada - Department of Foreign Affairs

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Nunavik Inuit representatives, in writing, of any proposed discussions on the formulation of Government of Canada positions in relation to an international agreement dealing with wildlife harvested in the NMR	CWS DFO	Prior to adopting a position
2	Provide information in sufficient form and detail to allow the Nunavik Inuit representatives to prepare their views on the matter; provide additional information if requested	CWS DFO	Prior to adopting a position
3	Provide a reasonable period of time in which the Nunavik Inuit representatives may review the information and prepare their views on the matter and provide an opportunity to present their views	CWS DFO	Prior to adopting a position
4	Present their views on the matter	Nunavik Inuit representatives	Within reasonable period of time as provided for in Activity 3
5	Give full and fair consideration of any views presented	CWS DFO	After presentation of views
6	Make decision on government position and notify the Nunavik Inuit representatives of the decision	CWS DFO	After giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

- 5.4.5 - application of Part 5.8 to wildlife management in three Zones beyond the NMR
- 5.5.4.1 - interjurisdictional and international agreements applicability to wildlife harvesting across jurisdictional boundaries
- 5.8.1 - treatment of Nunavik Inuit in legislation implementing international or domestic interjurisdictional agreements
- 5.8.3 - nomination of Nunavik Inuit representatives by MDO
- 5.8.4 - harvesting in NMR subject to terms of any international agreement in existence on the effective date

FUNDING:

1. Government of Canada is expected to fund these activities from programs and policies in place from time to time

WILDLIFE

Sheet # 5 (8) - 2

**PART 8: INTERJURISDICTIONAL AND DOMESTIC
INTERJURISDICTIONAL AGREEMENTS**

PROJECT: 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

RESPONSIBILITIES: Makivik; Canada - Department of Fisheries and Oceans (DFO); Canada - Canadian Wildlife Service (CWS); Makivik Designated Organization (MDO); Nunavik Inuit representatives

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board; Government of Nunavut; Foreign Affairs Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Makivik, in writing, of any proposed discussions by Canada leading to government positions in relation to an international agreement dealing with wildlife harvested in the NMR	DFO CWS MDO	As applicable prior to any proposed discussions
2	Notify Canada of MDO responsible for nominating Nunavik Inuit representatives	Makivik	After receiving notification under Activity 1
3	Nominate Nunavik Inuit representatives	MDO	After notification under Activity 2
4	Undertake discussion on how the Nunavik Inuit are to be represented in any proposed discussions	DFO CWS Nunavik Inuit representatives	As agreed

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

- 5.4.5 - application of Part 5.8 to wildlife management in three Zones beyond the NMR
- 5.4.21 - interpretation of section 5.4
- 5.5.4.1 - interjurisdictional and international agreements applicability to wildlife harvesting across jurisdictional boundaries
- 5.5.16 (b) (v) - legal effect of decisions made by NMRWB related to interjurisdictional agreements
- 5.8.3 - nomination of Nunavik Inuit representatives by MDO
- 5.8.5 - NMRWB role in negotiation or amendment of domestic interjurisdictional agreements

FUNDING:

1. Government of Canada is expected to fund these activities from programs and policies in place from time to time

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Canada's Department of Fisheries and Oceans as well as its Canadian Wildlife Service are likely the key departments for this Activity Sheet although there may be a requirement to involve the Department of Foreign Affairs on occasion.

WILDLIFE

Sheet # 5 (8) - 3

**PART 8: INTERJURISDICTIONAL AND DOMESTIC
INTERJURISDICTIONAL AGREEMENTS**

PROJECT: **Role of Nunavik Marine Region Wildlife Board (NMRWB) in the negotiation or amendment of domestic interjurisdictional agreements**

RESPONSIBILITIES: Canada - Canadian Wildlife Service (CWS); Canada - Department of Fisheries and Oceans (DFO)

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the NMRWB of upcoming negotiations or proposed amendments of domestic interjurisdictional agreements	CWS, DFO	Prior to negotiations or amendments
2	Determine the role of the NMRWB in the negotiations or development of proposed amendments	CWS, DFO	Prior to negotiations or amendments

OBLIGATIONS ADDRESSED:

5.8.5 Government agrees that the NMRWB shall have a role in the negotiation or amendment of domestic interjurisdictional agreements commensurate with its status and responsibilities in the management of wildlife in the NMR.

RELATED CLAUSES:

- 5.4.5 - application of Part 5.8 to wildlife management in three Zones beyond the NMR
- 5.4.19 - distribution of commercial harvesting licences - Hudson Bay Zone
- 5.5.4.1 - interjurisdictional and international agreements applicability to wildlife harvesting across jurisdictional boundaries
- 5.5.16 (b) (v) - legal effect of decisions made by NMRWB related to inter-jurisdictional agreements
- 5.8.1 - treatment of Nunavik Inuit in legislation implementing international or domestic interjurisdictional agreements

FUNDING:

1. Government of Canada is expected to fund these activities from programs and policies in place from time to time

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “Wildlife” means all terrestrial, aquatic, avian and amphibian flora and fauna *ferae naturae*, and all parts and products thereof. (Definitions)

ARTICLE 6 - LAND USE PLANNING**Sheet # 6 - 1****PROJECT:** Establishment of Nunavik Marine Region Planning Commission**RESPONSIBILITIES:** Makivik Designated Organization; Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Nunavik Marine Region Planning Commission (NMRPC); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Nominate members to the NMRPC	MDO	As soon as possible following effective date
2	Recommend at least one Government member each to the NMRPC	DIAND - Minister; GN - Minister	As soon as possible following effective date
3	Appoint members to the NMRPC	DIAND - Minister	As soon as possible after Activity 1 and Activity 2
4	Call initial meeting of the NMRPC	DIAND - IM	As soon as practicable after Activity 3
5	Identify nominees for chairperson of the NMRPC	NMRPC	At initial meeting of the NMRPC or as soon as possible thereafter
6	Provide nominees for chairperson to DIAND - Minister	NMRPC	As soon as possible after Activity 5
7	Consult with GN about nominees for chairperson provided by the NMRPC	DIAND - IM	As soon as practicable after Activity 6
8	Present views on nominees proposed for chairperson of the NMRPC	GN - Minister	As soon as practicable after Activity 7
9	Appoint chairperson of the NMRPC	DIAND - Minister	As soon as practicable after Activity 8 taking views presented by GN into account
10	Substitute alternates for its nominated members	MDO	At discretion from time to time

11	Nominate a replacement member if the chairperson that has been appointed is already a member of the NMRPC	MDO or DIAND - Minister or GN - Minister	If necessary as soon as possible after Activity 9
12	Appoint nominee as replacement member	DIAND - Minister	As soon as practicable after Activity 11

OBLIGATIONS ADDRESSED:

- 6.4.1 The NMRPC is hereby established as an institution of public government with the major responsibilities to:
- (a) establish broad planning policies, objectives and goals for the NMR in conjunction with Government;
 - (b) develop, consistent with other provisions of this Article, land use plans that guide and direct resource use and development in the NMR; and
 - (c) generally, fulfill the objectives of the Agreement in the manner described, and in accordance with the general principles mentioned in section 6.2.1, as well as such additional functions as may be agreed upon from time to time by Government and the MDO.
- 6.4.5 The size and makeup of the membership of the NMRPC may vary, but the Government of Canada and Territorial Government shall each recommend at least one (1) member and the MDO shall nominate a number of members equal to the total number recommended by Government. The NMRPC members shall be appointed by the Minister of Indian Affairs and Northern Development from the above-noted recommendations and nominations.
- 6.4.8 The MDO shall have the right to substitute from time to time alternates for its nominated members in order to ensure appropriate representation for the region for which planning is being conducted at any one time. Such alternates shall be appointed in a manner consistent with section 6.4.5.
- 6.4.10 From nominations provided by the members recommended and nominated pursuant to section 6.4.5, the Minister of Indian Affairs and Northern Development, in consultation with the Territorial Government Minister responsible for Renewable Resources, shall appoint a further member to act as a chairperson. A member of the NMRPC may be nominated as chairperson and another member appointed under section 6.4.5.

RELATED CLAUSES:

- 5.4.21 - NMRPC may participate in Nunavik Marine Region Council
- 6.1.2 - government departments and agencies to implement land use plans
- 6.1.3 - Article applies to land and marine areas within NMR
- 6.2.1 - principles to guide development of planning policies
- 6.2.2 - objectives of planning process
- 6.2.3 - factors to be taken into account
- 6.3.1 - required contents of land use plans

- 6.3.2 - purpose of land use plans
- 6.4.4 - role and responsibility of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.1 to 6.5.8 - development of land use plans
- 6.5.9 to 6.5.13 - implementation and monitoring of land use plans
- 6.6.1 to 6.6.5 - amendment and periodic review of land use plans
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands
- 7.3.1 to 7.3.5 - relationship of land use plan to project screening
- 7.7.6 - NMRPC to coordinate with government in developing general monitoring plan
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in land use planning regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRPC
- 28.5 and 28.6 - Cree membership on NMRPC where decisions affect Joint Zone
- 28.7 - NMRPC jurisdiction not exercised in Cree Zone

FUNDING:

1. The costs of the NMRPC is the responsibility of Government. The NMRPC is to prepare an annual budget, subject to review and approval by Government. (6.4.3)
2. Funding for the Nunavik Marine Region Planning Commission is identified in Sheet # 6-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The head office of the NMRPC is to be in Nunavik. (6.4.2)
2. Members are to be appointed for a term of three (3) years. (6.4.9)
3. A member may be reappointed. (6.4.13)
4. Federal and territorial public servants cannot be appointed to the NMRPC. (6.4.6)
5. At least half of the membership of the NMRPC are to be residents of Nunavik. (6.4.7)
6. Where a vacancy occurs, a replacement member may be nominated or recommended for the remainder of the term of the vacant member by the body nominating or recommending the member under sections 6.4.5 or 6.4.10. Upon receiving the recommendation or nomination the Minister shall appoint the replacement member. (6.4.12)
7. The chairperson or other member of NMRPC may be removed for cause. (6.4.11)
8. To initiate the start-up of the NMRPC, the DIAND Implementation Management Directorate may facilitate the calling of the first meeting where nominations for the position of Chairman will be made by members of the NMRPC. Thereafter meetings would be at the call of the Chairman.
9. As provided for under 6.4.5 of the NILCA, it is recognized that the size and makeup of the membership of the NMRPC may vary. However, the detailed cost and worksheet notes that have been prepared for the NMRPC, for the initial ten-year planning period, have assumed that

membership of the NMRPC will consist of two members nominated by the MDO, one member recommended by the Government of Canada, and one member recommended by the Government of Nunavut, for a total of four members plus a chairperson. If additional members were to be added to the NMRPC during the planning period, the budget would have to be adjusted accordingly.

10. For budget estimate purposes it has been assumed that the Chairperson of the NMRPC will be from Nunavik.

LAND USE PLANNING

Sheet # 6 - 2

PROJECT: Operation and administration of NMRPC**RESPONSIBILITIES:** Nunavik Marine Region Planning Commission (NMRPC); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); federal and territorial government departments and agencies (departments and agencies)**PARTICIPANT/LIAISON:** Nunavut Planning Commission; Canada - Minister of Indian Affairs and Northern Development; Government of Nunavut - Minister responsible for Renewable Resources; Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Hold meetings, conduct business and perform their duties in accordance with sections 6.4.4, 6.4.14 and 6.4.15	NMRPC	Ongoing as necessary
2	Establish by-laws and rules with regard to the conduct of business in accordance with 6.4.16 and 6.4.17	NMRPC	Ongoing as necessary
3	Prepare and submit an annual budget to DIAND - IM for review and approval	NMRPC	Prior to start of each fiscal year
4	Review and approve budget prepared by NMRPC	DIAND - IM	As soon as possible after Activity 3
5	Provide to the NMRPC any information relevant to a matter before the NMRPC	departments and agencies	As required
6	Coordinate NMRPC activities with the NPC and with other adjacent bodies	NMRPC	As required
7	Report annually to Government Ministers and Makivik	NMRPC	Annually

OBLIGATIONS ADDRESSED:

6.4.4 Consistent with the Agreement, the NMRPC shall:

- (a) identify planning regions;
- (b) identify specific planning objectives, goals and variables that apply to planning regions and

- are consistent with the broader objectives and goals;
- (c) contribute to the development and review of Arctic marine policy;
 - (d) disseminate information and data;
 - (e) solicit opinions from municipalities, residents and others about planning objectives, goals and options of the region;
 - (f) prepare and circulate draft land use plans;
 - (g) promote public awareness and discussion and conduct public hearings and debate throughout the planning process;
 - (h) recommend plans to the Ministers;
 - (i) consider modifications requested by the Ministers in the event that a draft plan is rejected;
 - (j) consider amendments to a land use plan in accordance with Part 6;
 - (k) determine whether a project proposal is in conformity with a land use plan;
 - (l) monitor projects to ensure that they are in conformity with land use plans; and
 - (m) report annually to the Ministers and the MDO on the implementation of land use plans.
- 6.4.14 The chairperson and other members shall perform their duties in accordance with:
- (a) an oath following the form set out in Schedule 5-1, taken and subscribed before assuming office before an officer authorized by law to administer oaths;
 - (b) rules relating to conflict of interest set out in applicable federal and territorial laws, provided that, where a matter before the NMRPC affects Nunavik Inuit in a general way, a member shall not be considered to have a conflict solely on the basis that the member is an Nunavik Inuk; and
 - (c) the terms of the Agreement.
- 6.4.15 The NMRPC shall conduct its business in Canada's official languages as required by legislation or policy and, upon request of any member, also in Inuktitut.
- 6.4.16 The NMRPC shall, to the extent possible, adopt the same by-laws and rules as those of the Nunavut Planning Commission.
- 6.4.17 Subject to 6.4.16, the NMRPC may make by-laws and rules respecting:
- (a) the calling of meetings and sittings of the NMRPC;
 - (b) the conduct of business at meetings of the NMRPC and the establishment of technical panels of the NMRPC;
-

- (c) the procedures for making submissions, representations and complaints to the NMRPC;
 - (d) the procedures for collecting information and opinion, including the procedures for conducting formal and informal public hearings;
 - (e) generally the manner of conducting the business of or before the NMRPC; and
 - (f) the admissibility of evidence.
- 6.4.18 In conducting its hearings, the NMRPC shall:
- (a) at all times, give weighty consideration to the tradition of Nunavik Inuit oral communication and decision making; and
 - (b) allow standing at all hearings to a MDO.
- 6.4.19 The NMRPC may, within its approved budget, engage and fix the remuneration of experts or persons having technical or special knowledge to assist the NMRPC.
- 6.4.20 Legislation may, subject to any matter contained in this Agreement, enable the NMRPC to coordinate the discharge of its powers, functions and duties with other similar institutions having jurisdiction over areas adjacent to the NMR.
- 6.4.21 The NMRPC shall make best efforts to coordinate the discharge of its powers, functions and duties with adjacent institutions.
- 27.6.4 The NMRWB, NMRPC and NMRIRB, in performing their functions in relation to islands and marine areas of the NMR traditionally used and occupied by the Inuit of Nunavut shall allow full standing to Nunavut Tunngavik Incorporated to make representations respecting the interests of the Inuit of Nunavut and shall take those representations into account.

RELATED CLAUSES:

- 5.2.4 - NMRWB wildlife management recommendations to be sent to NMRPC
- 5.4.21 - NMRPC may participate in Nunavik Marine Region Council
- 6.1.1 - definition of "land"
- 6.1.2 - government departments and agencies to implement land use plans
- 6.1.3 - Article applies to land and marine areas within NMR
- 6.2.1 - principles to guide development of planning policies
- 6.2.2 - objectives of planning process
- 6.2.3 - factors to be taken into account
- 6.3.1 - required contents of land use plans
- 6.3.2 - purpose of land use plans
- 6.3.3 - land use plans to contain an implementation strategy
- 6.4.1 to 6.4.3 - establishment of the NMRPC
- 6.4.4 - role and responsibility of NMRPC
- 6.4.5 to 6.4.13 - composition and appointment of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.1 to 6.5.8 - development of land use plans

- 6.5.9 to 6.5.13 - implementation and monitoring of land use plans
- 6.6.1 to 6.6.5 - amendment and periodic review of land use plans
- 6.7.1 to 6.7.4 - land use plans apply to municipalities, if created in the NMR
- 6.8.1 - land use plans to be consistent with Article 5 - Wildlife
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands
- 6.9.1 - clean up of waste sites in the NMR to be co-ordinated with land use plan
- 7.3.1 to 7.3.5 - relationship of land use plan to project screening and review process
- 7.7.6 - NMRPC to coordinate with government in developing general monitoring plan
- 7.7.7 - delegation of NMRPC functions under 7.7.6
- 7.9.10 - copies of project certificates and approvals to be sent to NMRPC
- 11.2.1 - establishment of protected areas to be in conformity with land use plan
- 11.2.2 - plan not to apply within or amend boundaries of protected areas once established
- 11.5.2 - establishment of marine protected areas to be in conformity with land use plan
- 11.5.3 - plan not to apply within or amend boundaries of marine protected areas once established
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in land use planning regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRPC
- 28.5 and 28.6 - Cree membership on NMRPC where decisions affect Joint Zone
- 28.7 - NMRPC jurisdiction not exercised in Cree Zone

FUNDING:

1. Identified funding, Nunavik Marine Region Planning Commission (2005 constant dollars) :

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
\$599,540	\$468,290	\$468,290	\$468,290	\$468,290	\$468,290	\$468,290	\$468,290	\$468,290	\$468,290

2. The detailed cost and worksheet notes for the Nunavik Marine Region Planning Commission are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided for the operation and administration of the NMRPC, and it is not intended that the commission shall be constrained to any particular line item.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. As provided for under 6.4.5 of the NILCA, it is recognized that the size and makeup of the membership of the NMRPC may vary. However, the detailed cost and worksheet notes that have been prepared for the NMRPC, for the initial ten-year planning period, have assumed that membership of the NMRPC will consist of two members nominated by the MDO, one member recommended by the Government of Canada, and one member recommended by the Government of Nunavut, for a total of four members plus a chairperson. If additional members were to be added to the NMRPC during the planning period, the budget would have to be adjusted accordingly.
2. It is also assumed that the Chairperson of the NMRPC will be from Nunavik (i.e., for budget estimate purposes).
3. As provided under 6.4.16 of the NILCA, it is assumed that the by-laws and rules of procedure for conducting business by the NMRPC will largely mirror those of the NPC with adjustments as appropriate to reflect the fact that it is a separate institution of public government.

4. It is assumed that the Nunavik Marine Region Impact Review Board (NMRIRB) shall share offices and administrative staff with the NMRPC. As well, as provided under 6.4.2 of the NILCA, it is assumed that the head office and administrative staff of the NMRPC will be located within Nunavik. This means that the offices of NMRPC and the NMRIRB will have to be co-located in a community in the Nunavik region and that secretariat and other administrative services will be shared between the two offices. The budgetary impacts related to the sharing of facilities and various administrative services are reflected in the detailed cost and worksheet notes that have been prepared for this Sheet and for Sheet # 7-2.
5. With regard to the preparation of an annual budget for the NMRPC, and the submission of the draft budget to Government for review and approval as provided for under 6.4.3 of the NILCA, it is expected that the draft budgets will be submitted 45 days prior to the beginning of a fiscal year.
6. The annual budget submissions should be sent to the following:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Hull, Québec
Postal Address: Ottawa, ON K1A 0H4
7. For purposes of reporting annually, as specified under 6.4.4 (m) of the NILCA, the NMRPC shall provide a report within 90 days of the end of the fiscal year to: Makivik; Canada - Minister of Indian Affairs and Northern Development; and, the Government of Nunavut - Minister responsible for Renewable Resources.

COST WORKSHEET - NUNAVIK MARINE REGION PLANNING COMMISSION

Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
COMMISSION										
NUNAVIK MARINE REGION PLANNING COMMISSION										
Members (4)	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400
Airfare	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400
Meals & incidentals	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000
Accommodations	8,352	8,352	8,352	8,352	8,352	8,352	8,352	8,352	8,352	8,352
Meeting room rental	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800
Training	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
STAFF	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134
Regional Planner (PM-5)	68,302	68,302	68,302	68,302	68,302	68,302	68,302	68,302	68,302	68,302
Benefits	45,345	45,345	45,345	45,345	45,345	45,345	45,345	45,345	45,345	45,345
Administrative Assistant (AS-4)	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606
Benefits	21,907	21,907	21,907	21,907	21,907	21,907	21,907	21,907	21,907	21,907
Hiring and relocation	15,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
OPERATIONAL TRAVEL										
Airfare	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Travel expenses	10,198	10,198	10,198	10,198	10,198	10,198	10,198	10,198	10,198	10,198
COMMUNITY CONSULTATIONS / HEARINGS										
Honoraria:										
Community Representatives	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Airfare	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Meals & incidentals	5,011	5,011	5,011	5,011	5,011	5,011	5,011	5,011	5,011	5,011
Accommodations	8,280	8,280	8,280	8,280	8,280	8,280	8,280	8,280	8,280	8,280
OFFICE COSTS										
Rent	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Office equipment & supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Communications	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Public information and advertising	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Computer, printer, software	10,000	750	750	750	750	750	750	750	750	750
Books & periodicals	35,000	375	375	375	375	375	375	375	375	375
Office furnishings	26,430	500	500	500	500	500	500	500	500	500
OTHER										
Translation fees and expenses	26,430	26,430	26,430	26,430	26,430	26,430	26,430	26,430	26,430	26,430
GIS and data acquisition	35,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Professional services	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Web site development & maintenance	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Audit fees	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Start-up shipping and vehicle	65,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL COSTS	599,540	468,290	468,290	468,290	468,290	468,290	468,290	468,290	468,290	468,290

COST WORKSHEET NOTES**Nunavik Marine Region Planning Commission**

- Honoraria for Chairperson: \$325 per day
- Honoraria for four (4) Members: \$225 per day
- Commission meetings costed on the basis of 2 meetings per year of 2 days duration each, which will be devoted to regular business, and 2 meetings per year of 2 days duration for community consultations related to the land use planning process
- Honoraria for Chairperson includes 48 days for other Commission work in addition to the time necessary to prepare for and attend Commission meetings
- Meeting room costs estimated at \$500 per day
- Salary for the Regional Planner (PM-5) position is costed at mid-range of the classification
- Salary and benefits for the Administrative Assistant (AS-4) position are shared 50/50 with the Nunavik Marine Region Impact Review Board (NMRIRB) and have been costed at mid-range of the classification for the position
- Operational travel costed on the basis of 2 trips per year within Nunavik and 2 trips per year to destinations outside Nunavik by the staff or Chairperson for purposes of liaison with either government officials or other institutions of public government (IPGs)
- Community consultations costed on the basis of 3 representatives per community to attend planning meetings and three communities represented, on average, at such community consultations
- Honoraria for community representatives: \$150 per day
- Meal allowances and incidental expenses based on federal government travel directive rates
- Accommodations for persons on travel status averaged at \$230 per night, which reflects the cost of accommodation in Salluit, Kuujjuaq and Inukjuak
- Office costs based on equipment and supplies for 3 people (2 staff plus Chairperson)
- Office costs are shared 50/50 with the Nunavik Marine Region Impact Review Board (NMRIRB)
- Rent based on \$2,000 per month for 3 offices and a common use area
- Office communications costs have been averaged at \$500 per person per month
- Computer equipment start-up costs are estimated at \$20,000 and software licenses and upgrades are costed at \$500 per person per year thereafter
- Books and periodicals based on \$250 per person per year
- Office furnishings costed at \$30,000 for first year and \$500 thereafter
- Other O&M costs are not shared with the NMRIRB
- Translation fees and expenses for the NMRPC are based on 40 days of translation work at \$450 per day that will be provided at Commission meetings, community consultations, and for the preparation of official Commission documents
- Geographic Information System and data acquisition costs estimated at \$35,000 for first year and \$5,000 thereafter
- Professional services costed at \$75,000 per year

LAND USE PLANNING**Sheet # 6 - 3****PROJECT:** Development of a land use plan for the NMR

RESPONSIBILITIES: Nunavik Marine Region Planning Commission (NMRPC); Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Canada; Government of Nunavut (GN); federal and territorial government departments and agencies (departments and agencies)

PARTICIPANT/LIAISON: Nunavut Planning Commission; other similar adjacent institutions

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare an initial draft land use plan for the NMR in accordance with section 6.5.4	NMRPC	After such consultation as NMRPC finds appropriate
2	Make draft land use plan public and solicit comments from appropriate government agencies, MDOs, Nunavik Inuit communities and the general public	NMRPC	Upon completion of a draft land use plan under Activity 1
3	Conduct public hearings in Nunavik communities on the draft land use plan	NMRPC	Number of hearings and schedule to be determined by the NMRPC
4	Evaluate initial draft land use plan in light of public hearings, revise the draft plan and prepare written report on the hearings	NMRPC	As appropriate upon completion of Activity 3
5	Submit to appropriate Ministers along with a written report on the public hearings and make public	NMRPC	Upon completion of Activity 4
6	Give full and fair consideration of the draft land use plan submitted by the NMRPC	DIAND - Minister GN - Minister	After receipt of the draft plan from the NMRPC
7	Ministers jointly accept the draft land use plan or refer back to the NMRPC for reconsideration with written reasons	DIAND - Minister GN - Minister	As soon as practicable upon receipt of the draft land use plan
8	Reconsider plan in light of written reasons and resubmit plan to Ministers for final consideration	NMRPC	When referred back under Activity 7

9	Joint acceptance of the draft land use plan by the federal and territorial government Ministers	DIAND - Minister GN - Minister	As soon as practicable after receipt of the resubmitted plan as per Activity 8
10	Submission of plan for formal Cabinet approval by the Government of Canada and by the Executive Council of the Government of Nunavut	DIAND - Minister GN - Minister	As soon as possible after joint acceptance of the plan by the Ministers
11	Implement NMR land use plan on the basis of jurisdictional responsibilities	NMRPC; departments and agencies	Ongoing as necessary after approval of the plan by the Canada and Government of Nunavut

OBLIGATIONS ADDRESSED:

- 6.3.3 A land use plan shall contain an implementation strategy.
- 6.5.1 A NMR land use plan shall be formulated by the NMRPC in accordance with section 6.5.4 to guide and direct short term and long term development in the NMR. Regional or sub-regional components of the land use plan shall be implemented where approved pursuant to section 6.5.9.
- 6.5.2 The first stage of the formulation of a land use plan, after such consultation as the NMRPC finds appropriate, shall be the preparation of a draft land use plan by the NMRPC.
- 6.5.3 The NMRPC shall prepare a draft land use plan in accordance with section 6.5.4 and, upon completion, shall make the draft land use plan public and solicit written and oral comments from all appropriate federal and territorial government agencies, MDOs, communities and the general public.
- 6.5.4 The NMRPC shall:
- (a) conduct public hearings on the draft plans;
 - (b) evaluate the draft plans in light of representations made at the public hearings; and
 - (c) as appropriate, revise the draft plans.
- 6.5.5 Upon completion of the process in section 6.5.4, the NMRPC shall submit the draft plan as revised along with a written report of the public hearings to the Minister of Indian Affairs and Northern Development [and the Territorial Government Minister responsible for Renewable Resources]. The NMRPC shall also make the revised draft land use plan public.
- 6.5.6 Upon receipt of the revised draft land use plans, the Minister[s jointly] shall, as soon as practicable:
- (a) accept the plan; or

- (b) refer it back to the NMRPC for reconsideration accompanied by written reasons; the NMRPC may make the reasons of the Minister[s] public.
- 6.5.7 The NMRPC shall reconsider the plan in light of written reasons and shall resubmit the plan to the Minister[s] for final consideration.
- 6.5.8 Upon accepting a plan, the Minister of Indian Affairs and Northern Development shall seek Cabinet approval and commitment, [and the Territorial Government Minister responsible for Renewable Resources shall seek approval and commitment of the Executive Council].

RELATED CLAUSES:

- 5.2.4 - NMRWB wildlife management recommendations to be sent to NMRPC
- 5.4.21- NMRPC may participate in Nunavik Marine Region Council
- 6.1.1 - definition of "land"
- 6.1.2 - government departments and agencies to implement land use plans
- 6.1.3 - Article applies to land and marine areas within NMR
- 6.2.1 - principles to guide development of planning policies
- 6.2.2 - objectives of planning process
- 6.2.3 - factors to be taken into account
- 6.3.1 - required contents of land use plans
- 6.3.2 - purpose of land use plans
- 6.4.1 to 6.4.3 - establishment of the NMRPC
- 6.4.4 - role and responsibility of NMRPC
- 6.4.5 to 6.4.13 - composition and appointment of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.9 to 6.5.13 and 7.9.10 - implementation and monitoring of land use plans
- 6.6.1 to 6.6.5 - amendment and periodic review of land use plans
- 6.7.1 to 6.7.4 - land use plans apply to municipalities, if created in the NMR
- 6.8.1 - land use plans to be consistent with Article 5 - Wildlife
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands
- 6.9.1 - clean up of waste sites in the NMR to be co-ordinated with land use plan
- 7.3.1 to 7.3.5 - relationship of land use plan to project screening ~~and review process~~
- 7.7.6 - NMRPC to coordinate with government in developing general monitoring plan
- 7.7.6 - delegation of NMRPC functions under 7.7.6
- 11.2.1 - establishment of protected areas to be in conformity with land use plan
- 11.2.2 - plan not to apply within or amend boundaries of protected areas once established
- 11.5.2 - establishment of marine protected areas to be in conformity with land use plan
- 11.5.3 - plan not to apply within or amend boundaries of marine protected areas once established
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in land use planning regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRPC
- 28.5 and 28.6 - Cree membership on NMRPC where decisions affect Joint Zone
- 28.7 - NMRPC jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the development of the draft land use plan and for public hearings and other expenses in this regard are included in the budget for the operation and administration of the NMRPC as set out in Sheet # 6-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. There will be one land use plan for the entire Nunavik Marine Region and this plan will be similar in format to the various regional land use plans that are being developed and implemented in relation to the other regions of Nunavut.
2. Land use planning activities of the NMRPC will need to be coordinated with the Nunavut Planning Commission and with the land use planning activities of other similar institutions having jurisdiction over areas adjacent to the NMR (i.e, for the Kativik region, the James Bay Cree communities, and Labrador).
3. Community consultations and public hearings will take place during all of the major stages of the regional land use planning process. The funding to be provided to the NMRPC, as shown in Sheet # 6-2, includes funding for two community consultations per year over the initial ten-year planning period.

LAND USE PLANNING**Sheet # 6 - 4****PROJECT:** Implementation and monitoring of the land use plan**RESPONSIBILITIES:** Nunavik Marine Region Planning Commission (NMRPC); Project Proponents; Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister) ; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM)**PARTICIPANT/LIAISON:** Federal and territorial agencies responsible for issuing land use permits

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review all applications for project proposals in the Nunavik marine region to determine if project proposals are in conformity with land use plan	NMRPC	After NMR land use plan approved as per Activity 10 of Sheet # 6-3 and upon receipt of project proposals from federal and territorial agencies
2	Forward determination and any recommendations to appropriate federal and territorial agencies	NMRPC	As soon as possible upon completion of Activity 1
3	Where NMRPC has determined project proposal not in conformity with land use plan, project proponents may apply to appropriate Minister for an exemption from the land use plan	Project proponent	At discretion of project proponent
4	Appropriate Minister to make decision on whether to accept or reject application for exemption from the land use plan	DIAND - Minister GN - Minister	As soon as practicable upon receipt of application under Activity 3
5	If Minister accepts an exemption, NMRPC to be supplied with written reasons and such reasons to also be made public	DIAND - IM	As soon as possible upon exemption of project proposal under Activity 4

6	Forward project proposal with determinations and recommendations to NMRIRB for screening	NMRPC	After determining project proposal is in conformity with NMR land use plan, or exemption granted by appropriate Minister, or where there are concerns over the cumulative impact of the project proposal
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OBLIGATIONS ADDRESSED:

6.5.9 Upon approval by Cabinet [and the Executive Council], the plan shall be implemented on the basis of jurisdictional responsibility. All federal [and territorial government] departments and agencies shall conduct their activities and operations in accordance with the plan as approved.

6.5.10 The NMRPC shall review all applications for project proposals. Upon receipt and review of a project proposal, the NMRPC or members thereof or officers reporting to the NMRPC shall:

- (a) determine whether the project proposals are in conformity with plans; and
- (b) forward the project proposals with its determination and any recommendations to the appropriate federal [and territorial] agencies.

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

6.5.11 Where the NMRPC has determined that a project proposal is not in conformity with the plan, the proponent may apply to the appropriate Minister for exemption. The Minister may exempt the project proposal from conformity with the plan and shall, subject to sections 7.3.2 and 7.3.3, refer it to NMRIRB for screening. Nonconforming project proposals shall not be sent to NMRIRB until such exemption is obtained or a variance has been approved.

6.5.12 Where the appropriate Minister exempts a project proposal, the Minister shall supply the NMRPC with written reasons and such reasons shall be made public.

6.5.13 Sections 6.5.10 to 6.5.12 shall apply where a land use plan has been approved pursuant to section 6.5.9.

7.3.1 Where the NMRPC determines, pursuant to section 6.5.10, that a project proposal is in conformity with the land use plans, or a variance has been approved, the NMRPC shall, subject to sections 7.3.2, 7.3.3 and 7.4.3, forward the project proposal with its determination and recommendations to NMRIRB for screening.

7.3.2 Project proposals falling within Schedule 7-1 shall be exempt from the requirement for screening by NMRIRB. The NMRPC shall not forward such project proposals to NMRIRB.

7.3.3 Notwithstanding section 7.3.2, the NMRPC may refer a project proposal falling within Schedule 7-1 to NMRIRB for screening, where the NMRPC has concerns respecting the cumulative impact

of that project proposal in relation to other development activities in a planning region.

- 7.3.4 NMRIRB shall not screen project proposals that are not in conformity with land use plans, unless an exemption has been received under 6.5.11 or a variance has been approved under section 6.5.10.
- 7.3.5 Sections 7.3.1 to 7.3.4 shall apply where a land use plan has been approved pursuant to section 6.5.9. In the absence of an approved land use plan, all project proposals other than those that fall within Schedule 7-1 shall be referred directly to NMRIRB for screening.

RELATED CLAUSES:

- 5.2.4 - NMRWB wildlife management recommendations to be sent to NMRPC
- 5.4.21 - NMRPC may participate in Nunavik Marine Region Council
- 6.1.1 - definition of "land"
- 6.1.2 - government departments and agencies to implement land use plans
- 6.1.3 - Article applies to land and marine areas within NMR
- 6.2.1 - principles to guide development of planning policies
- 6.2.2 - objectives of planning process
- 6.2.3 - factors to be taken into account
- 6.3.1 - required contents of land use plans
- 6.3.2 - purpose of land use plans
- 6.3.3 - land use plans to contain an implementation strategy
- 6.4.1 to 6.4.3 - establishment of the NMRPC
- 6.4.4 - role and responsibility of NMRPC
- 6.4.5 to 6.4.13 - composition and appointment of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.1 to 6.5.8 - development of land use plans
- 6.6.1 to 6.6.5 - amendment and periodic review of land use plans
- 6.7.1 to 6.7.4 - land use plans apply to municipalities, if created in the NMR
- 6.8.1 - land use plans to be consistent with Article 5 - Wildlife
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands
- 6.9.1 - clean up of waste sites in the NMR to be co-ordinated with land use plan
- 7.7.6 - NMRPC to coordinate with government in developing general monitoring plan
- 7.7.6 - delegation of NMRPC functions under 7.7.6
- 7.9.10 - copies of project certificates and approvals to be sent to NMRPC
- 11.2.1 - establishment of protected areas to be in conformity with land use plan
- 11.2.2 - plan not to apply within or amend boundaries of protected areas once established
- 11.5.2 - establishment of marine protected areas to be in conformity with land use plan
- 11.5.3 - plan not to apply within or amend boundaries of marine protected areas once established
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in land use planning regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRPC
- 28.5 and 28.6 - Cree membership on NMRPC where decisions affect Joint Zone
- 28.7 - NMRPC jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the implementation and monitoring of the NMR land use plan is included in the budget for the operation and administration of the NMRPC as set out in Sheet # 6-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Coordination between the land use planning activities of the NMRPC and the project proposal screening and review activities of the Nunavut Marine Region Impact Review Board (NMRIRB) will help to be ensured by the proposal for the sharing of offices and administrative staff between these two institutions of public government as provided for in Sheet # 6-2.
2. Land use planning activities of the NMRPC and the project proposal screening and review activities of the NMRIRB will need to be coordinated with the Nunavut Planning Commission or with institutions having similar jurisdiction over areas adjacent to the NMR (i.e, for the Kativik region, the Eeyou Marine Region, and Labrador) where project proposals have transboundary implications or where projects have impacts in areas of joint use and occupancy.

LAND USE PLANNING

Sheet # 6 - 5

PROJECT: Amendment and periodic review of land use plan

RESPONSIBILITIES: Canada; GN; MDO; person affected by the NMR land use plan (person affected); Nunavik Marine Region Planning Commission (NMRPC); Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (IM)

PARTICIPANT/LIAISON: Nunavut Planning Commission (NPC) and other similar adjacent institutions

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Propose amendments to the land use plan for the NMR	Canada, GN; MDO; person affected	After acceptance of the plan by the Ministers in accordance with Sheet # 6-3
2	Consider proposed amendments	NMRPC	After receiving proposed amendment as per Activity 1
3	Conduct a public review of the proposed amendments	NMRPC	If deemed appropriate by the NMRPC after receiving a proposal for the amendment as per Activity1
4	Prepare recommendations related to the proposed amendment	NMRPC	Upon completion of Activity 2 and after public hearings if held as per Activity3
5	Make public the recommendations related to the proposed amendment to the NMR land use plan and submit the recommendations to the Ministers for approval	NMRPC	Upon completion of Activity 4

6	Give full and fair consideration of the recommendations related to the proposed amendments to the NMR land use plan as submitted by the NMRPC	DIAND - Minister GN - Minister	As soon as practicable upon receipt of recommendations by the Ministers and upon agreement of joint response by Ministers
7	Ministers jointly accept the proposed amendments to the plan or refer back to the NMRPC for reconsideration with written reasons	DIAND - Minister GN - Minister	As soon as practicable after Activity 6
8	Reconsider proposed amendments in light of written reasons and resubmit proposed amendments to Ministers for final consideration	NMRPC	As soon as practicable after receiving written reasons from Ministers
9	Joint acceptance of the proposed amendments by the federal and territorial government Ministers	DIAND - Minister GN - Minister	As soon as practicable after receipt of the resubmitted amendments to the plan as per Activity 8
10	Notify NMRPC of the joint decision of the Ministers	DIAND - IM	As soon as possible after Activity 9
11	Make amendments to the NMR land use plan as approved by the Ministers	NMRPC	As soon as practicable after receipt of the notification as per Activity 10

OBLIGATIONS ADDRESSED:

- 6.6.1 Government, a MDO, or any person affected by a plan, may propose amendments to the plan to the NMRPC.
- 6.6.2 The NMRPC shall consider a proposed amendment and, if it deems a review appropriate, review the proposal publicly.
- 6.6.3 Upon completion of the process in section 6.6.2, the NMRPC shall recommend to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for Renewable Resources that:
- (a) the proposed amendment be rejected in whole or in part; or
 - (b) the proposed amendment be accepted, in whole or in part.
- 6.6.4 If the Ministers rejects the recommendations of the NMRPC, sections 6.5.6 and 6.5.7 shall

apply *mutatis mutandis*.

6.6.5 An amendment to a plan shall be effective when approved by the Ministers.

RELATED CLAUSES:

- 5.2.4 - NMRWB wildlife management recommendations to be sent to NMRPC
- 5.4.21- NMRPC may participate in Nunavik Marine Region Council
- 6.1.1 - definition of "land"
- 6.1.2 - government departments and agencies to implement land use plans
- 6.1.3 - Article applies to land and marine areas within NMR
- 6.2.1 - principles to guide development of planning policies
- 6.2.2 - objectives of planning process
- 6.2.3 - factors to be taken into account
- 6.3.1 - required contents of land use plans
- 6.3.2 - purpose of land use plans
- 6.4.1 to 6.4.3 - establishment of the NMRPC
- 6.4.4 - role and responsibility of NMRPC
- 6.4.5 to 6.4.13 - composition and appointment of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.1 to 6.5.8 - development of land use plans
- 6.5.9 to 6.5.13 and 7.9.10 - implementation and monitoring of land use plans
- 6.7.1 to 6.7.4 - land use plans apply to municipalities, if created in the NMR
- 6.8.1 - land use plans to be consistent with Article 5 - Wildlife
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands
- 6.9.1 - clean up of waste sites in the NMR to be co-ordinated with land use plan
- 7.3.1 to 7.3.5 - relationship of land use plan to project screening ~~and review process~~
- 7.7.6 - NMRPC to coordinate with government in developing general monitoring plan
- 7.7.6 - delegation of NMRPC functions under 7.7.6
- 11.2.1 - establishment of protected areas to be in conformity with land use plan
- 11.2.2 - plan not to apply within or amend boundaries of protected areas once established
- 11.5.2 - establishment of marine protected areas to be in conformity with land use plan
- 11.5.3 - plan not to apply within or amend boundaries of marine protected areas once established
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in land use planning regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRPC
- 28.5 and 28.6 - Cree membership on NMRPC where decisions affect Joint Zone
- 28.7 - NMRPC jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the amendment and periodic review of the NMR land use plan is included in the budget for the operation and administration of the NMRPC as set out in Sheet # 6-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. There will continue to be one land use plan for the entire Nunavik Marine Region in the future and this plan will continue to be similar in format to the various regional land use plans that are being

developed and implemented in relation to the other regions of the Nunavut Settlement Area.

- 2 The land use planning activities of the NMRPC will need to be coordinated with the Nunavut Planning Commission and possibly with other similar institutions having jurisdiction over areas adjacent to the NMR (i.e. for the Kativik region, the Eeyou Marine Region, and Labrador) not only with regard to the on-going implementation of the NMR land use plan, but also in relation to the amendment and periodic review of NMR land use plan.

LAND USE PLANNING**Sheet # 6 - 6****PROJECT:** Clean-up of waste sites in the NMR**RESPONSIBILITIES:** Nunavik Marine Region Planning Commission (NMRPC); Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Canada; Government of Nunavut (GN)**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management; Canada - Environment Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Identify and prioritize the requirement to clean-up hazardous and non-hazardous waste sites and inactive mining sites in the NMR	NMRPC	As determined by NMRPC in conjunction with activities described under Sheet # 6-3
2	Coordinate proposals for clean-up activities with development of the overall land use plan for the NMR	NMRPC	After Activity 1
3	Joint acceptance of the clean-up requirements as part of the overall NMR land use plan	DIAND - Minister GN - Minister	After consideration of the draft land use plan by Ministers as per Activity 6 of Sheet # 6-3
4	Approval of the clean-up requirements as part of the overall NMR land use plan	Canada, GN	In conjunction with Government approval of the NMR land use plan as per Activity 10 of Sheet # 6-3
5	Monitor the clean-up of hazardous and non-hazardous waste sites and inactive mine sites in conjunction with the implementation of the NMR land use plan as per Sheet # 6-4	NMRPC	Upon approval of the NMR land use plan as per Activity 4

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 6.1.1 - definition of “land”
- 6.1.2 - government departments and agencies to implement land use plans
- 6.1.3 - Article applies to land and marine areas within NMR
- 6.2.1 - principles to guide development of planning policies
- 6.2.2 - objectives of planning process
- 6.2.3 - factors to be taken into account
- 6.3.1 - required contents of land use plans
- 6.3.2 - purpose of land use plans
- 6.3.3 - land use plans to contain an implementation strategy
- 6.4.1 to 6.4.3 - establishment of the NMRPC
- 6.4.4 - role and responsibility of NMRPC
- 6.4.5 to 6.4.13 - composition and appointment of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.1 to 6.5.8 - development of land use plans
- 6.5.9 to 6.5.13 - implementation and monitoring of land use plans
- 6.6.1 to 6.6.5 - amendment and periodic review of land use plans
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands

FUNDING:

1. Funding for identifying and prioritizing the requirement to clean-up waste sites in the NMR is included in the budget for the operation and administration of the NMRPC as set out in Sheet # 6-2.
2. The cost of undertaking clean-up projects for any identified hazardous and non-hazardous waste sites and inactive mine sites in the NMR shall be borne by the responsible parties.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Land use planning activities of the NMRPC will need to be coordinated with the Nunavut Planning Commission and possibly with other similar institutions having jurisdiction over areas adjacent to the NMR (i.e, for the Kativik region, the Eeyou Marine Region, and Labrador) not only with regard to the on-going implementation of the NMR land use plan, but also in relation to the identification and prioritization of waste sites and any related clean-up activities .

ARTICLE 7 - DEVELOPMENT IMPACT

Sheet # 7 - 1

PROJECT: Establishment of Nunavik Marine Region Impact Review Board

RESPONSIBILITIES: Makivik; Minister of the Government of Canada (Canada - Minister); Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); Nunavik Marine Region Impact Review Board (NMRIRB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Nominate MDO members to the NMRIRB	Makivik	As soon as possible following effective date
2	Recommend Government members to the NMRIRB	Canada - Minister GN - Minister	As soon as possible following effective date
3	Appoint members to the NMRIRB	DIAND - Minister Canada - Minister GN - Minister	As soon as possible after Activity 1 and Activity 2
4	Call initial meeting of the NMRIRB	DIAND - IM	As soon as practicable after Activity 3
5	Identify nominees for chairperson of the NMRIRB	NMRIRB	At initial meeting of the NMRIRB or as soon as possible thereafter
6	Provide nominees for chairperson to the DIAND - Minister	NMRIRB	As soon as possible after Activity 5
7	Consult with GN about nominees for chairperson	DIAND - Minister	As soon as practicable after Activity 6
8	Present views on nominees proposed for chairperson of the NMRIRB	GN - Minister	As soon as practicable after Activity 7
9	Appoint chairperson of the NMRIRB	DIAND - Minister	As soon as practicable after Activity 8 taking views presented by GN into account

10	Nominate a replacement member if the chairperson that has been appointed is already a member of the NMRIRB	The party that made the original nomination or recommendation	If necessary, as soon as possible after Activity 9
11	Appoint nominee as replacement member	DIAND - Minister	As soon as practicable after Activity 10

OBLIGATIONS ADDRESSED:

- 7.2.1 A Nunavik Marine Region Impact Review Board (NMRIRB) is hereby established as an institution of public government. Responsibility for the operation of NMRIRB shall vest in the members of NMRIRB.
- 7.2.2 The primary functions of NMRIRB shall be:
- (a) to screen project proposals in order to determine whether or not a review is required;
 - (b) to gauge and define the extent of the regional impacts of a project, such definition to be taken into account by the Minister in making his or her determination as to the regional interest;
 - (c) to review the ecosystemic and socio-economic impacts of project proposals;
 - (d) to determine, on the basis of its review, whether project proposals should proceed, and if so, under what terms and conditions, and then report its determination to the Minister; in addition, NMRIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister; and
 - (e) to monitor projects in accordance with the provisions of Part 7.
- 7.2.3 The mandate of NMRIRB shall not include the establishment of requirements for socio-economic benefits.
- 7.2.4 NMRIRB shall carry out such other functions as are identified or contemplated in the Agreement, and such additional functions as may be agreed to from time to time by a MDO and the Government of Canada or Territorial Government or as may be set out in legislation.
- 7.2.5 In carrying out its functions, the primary objectives of NMRIRB shall be at all times to protect and promote the existing and future well-being of the persons and communities resident in or using the NMR, and to protect the ecosystemic integrity of the NMR. NMRIRB shall take into account the well-being of residents of Canada outside the NMR.
- 7.2.6 NMRIRB shall be a board composed of five (5) members, one (1) of whom shall be the chairperson. The members shall be appointed as follows:
- (a) two (2) members shall be appointed by the federal Minister responsible for Northern Affairs, upon nomination by the MDO;

- (b) one (1) member shall be appointed by a Minister of the Government of Canada;
 - (c) one (1) member shall be appointed by the Minister of the Territorial Government responsible for Renewable Resources;
 - (d) from nominations agreed to and provided by persons appointed under (a) and (b) the chairperson shall be appointed by the federal Minister responsible for Northern Affairs in consultation with the Territorial Government;
 - (e) in the nomination and appointment of a chairperson, preference shall be given to persons resident in Nunavik where candidates are equally qualified.
- 7.2.7 In the initial appointment of NMRIRB members, one (1) member under paragraph 7.2.6(a) and one (1) member under paragraph 7.2.6(b) shall be appointed for three (3) years, and the other members under paragraphs 7.2.6(a) and (b) shall be appointed for four (4) years. Thereafter, all appointments shall be for a term of three (3) years, except that any member appointed to replace any member whose term has not expired shall be appointed for the balance of the term of his or her predecessor.
- 7.2.8 The chairperson shall be appointed for a three (3)-year term.
- 7.2.9 Members of NMRIRB may be removed from office at any time for cause.
- 7.2.10 Where a vacancy occurs, a replacement member may be nominated and appointed pursuant to the provisions of section 7.2.6 for the remainder of the term of the former member.
- 7.2.11 Members of NMRIRB may be reappointed.
- 7.2.12 Members of NMRIRB shall perform their duties in accordance with:
- (a) an oath following the form set out in Schedule 5-1, taken and subscribed before assuming office, before an officer authorized by law to administer oaths;
 - (b) relevant laws relating to conflict of interest, provided that no board member who is a Nunavik Inuk shall be considered biased solely because the member is a Nunavik Inuk; and
 - (c) the terms of the Agreement.
- 7.2.13 Additional members may be appointed from time to time in the same manner and ratio as set out in paragraphs 7.2.6(a) and (b). Such members may be appointed for a specific purpose, or for a term not exceeding three (3) years.
- 7.2.14 Legislation may authorize NMRIRB to constitute itself into panels consisting of two (2) or more NMRIRB members. Such panels shall be composed of an equal number of Government and MDO nominees. Legislation may authorize the NMRIRB to delegate to a panel all or any powers of the NMRIRB, including the right to hold hearings.

RELATED CLAUSES:

- 5.4.21 - NMRIRB may participate in Nunavik Marine Region Council
- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7
- 7.12.4 to 7.12.5 - limitations
- 7.12.6 - no statutory defence
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

Funding for the Nunavik Marine Region Impact Review Board is identified in Sheet # 7-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. To initiate the start-up of the NMRPC, the DIAND Implementation Management Directorate may facilitate the calling of the first meeting where nominations for the position of Chairman will be made by members of the NMRPC. Thereafter meetings would be at the call of the Chairman.
2. The budget estimate has assumed that the Chairperson of the NMRPC will be from or reside in Nunavik.

DEVELOPMENT IMPACT

Sheet # 7 - 2

PROJECT: Operation and administration of NMRIRB**RESPONSIBILITIES:** Nunavik Marine Region Impact Review Board (NMRIRB); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); federal and territorial government departments and agencies**PARTICIPANT/LIAISON:** Nunavut Impact Review Board; Canada - Minister of Indian Affairs and Northern Development; and Government of Nunavut - Minister responsible for Renewable Resources

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Hold initial meeting of the NMRIRB and subsequent meetings as agreed by the NMRIRB	NMRIRB	After appointment of NMRIRB members per Activity 3 of Sheet # 7-1
2	Establish by-laws and rules with regard to conducting business before the NMRIRB based on those of the NIRB	NMRIRB	To be determined by NMRIRB members
3	Prepare annual budget and submit to DIAND - IM for review and approval	NMRIRB	Prior to start of each fiscal year
4	Review and approve budget prepared by NMRIRB	DIAND - IM	As soon as possible after Activity 3
5	Hire administrative staff and engage other professional and technical advisors and consultants necessary to conduct NMRIRB business	NMRIRB	As soon as practicable upon establishment of the NMRIRB
6	Provide to the NMRIRB any information relevant to a matter before the NMRIRB	Government departments and agencies	As required
7	Coordinate NMRIRB activities with the NIRB and with other adjacent bodies	NMRIRB	As required
8	Report annually to the Ministers and Makivik	NMRIRB	Annually

OBLIGATIONS ADDRESSED:

Head Office, Meetings

- 7.2.15 The head office of NMRIRB shall be in Nunavik.
- 7.2.16 NMRIRB shall, whenever practicable, meet in Nunavik.
- 7.2.17 NMRIRB shall conduct its business in Canada's official languages as required by legislation or policy and, upon request by any member, also in Inuktitut.
- 7.2.18 The chairperson shall convene a meeting of NMRIRB within 21 days of receipt, from any three (3) members, of a written request indicating the purpose of such meetings.
- 7.2.19 All decisions of NMRIRB shall be decided by a majority of the votes cast.
- 7.2.20 Each member other than the chairperson shall have one (1) vote on any matter requiring a decision of NMRIRB. If there is a tie vote, the chairperson shall vote on the matter.
- 7.2.21 Three (3) members of NMRIRB shall comprise a quorum.
- 7.2.22 Vacancies in NMRIRB shall not impair the right of the remainder to act.
- 7.2.23 The NMRIRB shall, to the extent possible, adopt the same by-laws and rules as those of the NIRB.
- 7.2.24 Subject to section 7.2.23, the NMRIRB, after due consultation, may make and shall publish its by-laws and rules of procedure respecting:
- (a) the calling of meetings of NMRIRB;
 - (b) the conduct of business at meetings of NMRIRB including the requirements with respect to physical presence and the use of tele-conferencing or like facilities;
 - (c) the establishment of special and standing committees of NMRIRB, and the fixing of quorums for meetings thereof;
 - (d) the carrying on of the work of NMRIRB, the management of its internal affairs, and the duties of its officers and employees;
 - (e) the procedures for making representations and complaints to NMRIRB;
 - (f) the procedures and guidelines for collecting information and opinions;
 - (g) the procedures to be used and the admission of evidence at public hearings before NMRIRB or NMRIRB panels;
 - (h) the establishment of standard guidelines for preparation of impact statements; and
 - (I) generally, the manner of conducting any business of or before NMRIRB.

Co-ordination with Adjacent Institutions

- 7.2.25 Legislation may, subject to any matter contained in this Agreement, enable the NMRIRB to coordinate the discharge of its powers, functions or and duties with other similar institutions having jurisdiction over areas adjacent to the NMR.
- 7.2.26 The NMRIRB shall make best efforts to coordinate the discharge of its powers, functions and duties with adjacent institutions.
- 7.2.27 In designing its by-laws and rules of procedure for the conduct of public hearings, NMRIRB shall:
- (a) to the extent consistent with the broad application of the principles of natural justice and procedural fairness, emphasize flexibility and informality, and, specifically
 - (i) allow, where appropriate, the admission of evidence that would not normally be admissible under the strict rules of evidence, and
 - (ii) give due regard and weight to the tradition of Nunavik Inuit oral communication and decision-making; and
 - (b) with respect to any classification of intervenors, allow full standing to a MDO.
- 7.2.28 NMRIRB shall have the power to subpoena witnesses, documents and things in carrying out its responsibilities.
- 7.2.29 NMRIRB shall conduct its public hearings in Canada's official languages as required by legislation or policy, and, upon request of any member, applicant or intervenor, also in Inuktitut.
- 7.2.30 All necessary steps shall be taken by way of notice, dissemination of information, and scheduling and location of hearings to provide and promote public awareness of and participation at hearings.
- 7.2.31 The officers and employees necessary for the proper conduct of NMRIRB, including experts or persons having technical knowledge, may be appointed, and shall be remunerated by NMRIRB recognizing that secondment of government staff may be appropriate in certain cases.
- 7.2.32 Such officers and employees shall be responsible to, and under the direction and control of NMRIRB.
- 7.2.33 All officers and employees of NMRIRB shall conform to the same rules respecting conflict of interest as members of NMRIRB.
- 7.2.33 The costs of NMRIRB shall be the responsibility of Government. NMRIRB shall prepare an annual budget subject to review and approval by Government.

RELATED CLAUSES:

- 5.4.21 - NMRIRB may participate in Nunavik Marine Region Council
- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7
- 7.12.4 to 7.12.5 - limitations
- 7.12.6 - no statutory defence
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. Identified funding, Nunavik Marine Region Impact Review Board (2005 constant dollars) :

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
\$359,336	\$323,086	\$323,086	\$323,086	\$323,086	\$323,086	\$323,086	\$323,086	\$323,086	\$323,086

2. The detailed cost and worksheet notes for the Nunavik Marine Region Impact Review Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided for the operation and administration of the NMRPC, and it is not intended that the board shall be constrained to any particular line item. The costs of NMRIRB shall be the responsibility of Government.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the chairperson of the NMRIRB will be from Nunavik (i.e., for budget estimate purposes).
2. It is assumed that the by-laws and rules of procedure for conducting the business of the NMRIRB will largely mirror those of the NIRB with adjustments as appropriate to reflect the fact that it is a separate institution of public government.

3. It is assumed that the NMRIRB shall share offices and administrative staff with the Nunavik Marine Region Planning Commission. As well, as provided under 7.2.15 of the NILCA, it is assumed that the head office and administrative staff of the NMRIRB will be located within Nunavik. This means that the offices of NMRPC and the NMRIRB will have to be co-located in a community in the Nunavik region and that secretariat and other administrative services will be shared between the two offices. The budgetary impacts related to the sharing of facilities and various administrative services are reflected in the detailed cost and worksheet notes prepared for this Sheet and for Sheet # 6-2.
4. With regard to the preparation of an annual budget for the NMRIRB, and the submission of the draft budget to Government for review and approval as provided for under 7.2.33 of the NILCA, it is expected that the draft budgets will be submitted 45 days prior to the beginning of a fiscal year.
5. Annual budget submissions should be sent by the NMRIRB to the following:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Hull, Québec
Postal Address: Ottawa, ON K1A 0H4

COST WORKSHEET - NUNAVIK MARINE REGION IMPACT REVIEW BOARD

Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
	2005 constant dollars									
NUNAVIK MARINE REGION IMPACT REVIEW BOARD										
Honoraria:										
Chairperson	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Members (4)	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
Airfare	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Meals & incidentals	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264
Accommodations	10,350	10,350	10,350	10,350	10,350	10,350	10,350	10,350	10,350	10,350
Meeting room rental	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Training	1,290	1,290	1,290	1,290	1,290	1,290	1,290	1,290	1,290	1,290
Project screening by board members	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
STAFF										
Administrative Assistant (AS-4)	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606
Benefits	21,907	21,907	21,907	21,907	21,907	21,907	21,907	21,907	21,907	21,907
OPERATIONAL TRAVEL										
Airfare	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Travel expenses	7,753	7,753	7,753	7,753	7,753	7,753	7,753	7,753	7,753	7,753
INFORMATION TOURS / WORKSHOPS										
Airfare	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Meals & incidentals	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176
Accommodations	6,900	6,900	6,900	6,900	6,900	6,900	6,900	6,900	6,900	6,900
OFFICE COSTS										
Rent	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Office equipment & supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Communications	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Public information and advertising	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Computer, printer, software	10,000	750	750	750	750	750	750	750	750	750
Books & periodicals	375	375	375	375	375	375	375	375	375	375
Office furnishings	500	500	500	500	500	500	500	500	500	500
OTHER										
Translation - fees	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Translation - travel and expenses	4,215	4,215	4,215	4,215	4,215	4,215	4,215	4,215	4,215	4,215
Conference calls and mailings	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Professional services	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Web site development & maintenance	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Audit fees	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Start-up shipping	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL COSTS	359,336	323,086	323,086	323,086	323,086	323,086	323,086	323,086	323,086	323,086

COST WORKSHEET NOTESNunavik Marine Region Impact Review Board

- Honoraria for Chairperson: \$500 per day
- Honoraria for Members: \$375 per day
- Board meetings costed on the basis of 2 meetings per year of 2 days duration each, which will be devoted to regular business, and 1 meeting per year of 2 days duration for public information tours and policy workshops
- Honoraria for Chairperson includes 32 days for other Board work in addition to the time necessary to prepare for and attend Board meetings
- Project screening costs estimated on the basis of five projects per year being screened by Board members at a per diem rate of \$100 for each screening
- Board meeting room costs estimated at \$500 per day
- Salary and benefits for the Administrative Assistant (AS-4) position are shared 50/50 with the Nunavik Marine Region Planning Commission (NMRPC) and have been costed at mid-range of the classification for the position
- Operational travel costed on the basis of 2 trips per year within Nunavik and 2 trips per year to destinations outside Nunavik by either the staff or Chairperson of the NMRIRB for purposes of liaison with either government officials or other institutions of public government (IPGs)
- Public information tours and policy workshops include funding for up to ten invited participants for whom travel expenses will be paid, but not honoraria, as they will be expected to represent their employer or various types of stakeholder interests
- Meal allowances and incidental expenses based on federal government travel directive rates
- Accommodations for persons on travel status averaged at \$230 per night, which reflects the cost of accommodation in Salluit, Kuujjuaq and Inukjuak
- Office costs based on equipment and supplies for 3 people (2 staff plus Chairperson)
- Office costs are shared 50/50 with the Nunavik Marine Region Planning Commission (NMRPC)
- Rent based on \$2,000 per month for 3 offices and a common use area
- Office communications costs have been averaged at \$500 per person per month
- Computer equipment start-up costs are estimated at \$20,000 and software licenses and upgrades are costed at \$500 per person per year thereafter
- Books and periodicals based on \$250 per person per year
- Office furnishings costed at \$30,000 for first year and \$1,000 thereafter
- Other O&M costs are not shared with the NMRPC
- Translation fees and expenses for the NMRIRB are based on 20 days of translation work at \$450 per day that will be provided at Board meetings, public information tours and policy workshops, and for the preparation of official NMRIRB documents
- Costs of conference calls (e.g., for screening of projects) and mailings estimated at \$20,000 per year
- Professional services costed at \$75,000 per year

DEVELOPMENT IMPACT

Sheet # 7 - 3

PROJECT: Screening of project proposals

RESPONSIBILITIES: Nunavik Marine Region Planning Commission (NMRPC); Nunavik Marine Region Impact Review Board (NMRIRB); federal and territorial government departments and agencies; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); Federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister)

PARTICIPANT/LIAISON: Development project proponents

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	NMRIRB receives development proposal after the NMRPC determines that the proposed project is in conformity with the NMR land use plan and forwards project proposal to NMRIRB for screening	NMRPC and NMRIRB	As soon as possible after Activity 2 or Activity 6 on Sheet # 6-4
2	In the absence of an approved land use plan for the NMR, all project proposals are to be submitted for screening unless exempt under Schedule 7-1 of the NILCA	Government departments and agencies	Prior to approval of the NMR land use plan
3	NMRIRB screens the project proposal using guiding principles	NMRIRB	As soon as practicable after Activity 1 or Activity 2
4	NMRIRB indicates to the Minister in writing its determination and recommends whether (a) proposal may be processed without review (b) proposal requires formal review (c) proposal requires further clarification, or (d) proposal should be abandoned or modified	NMRIRB	As soon as practicable after Activity 3
5	Give full and fair consideration of the NMRIRB determination and recommendations	DIAND - IM and/or GN	As soon as practicable after Activity 4

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Minister decides whether (a) proposal may be processed without review (b) proposal to be referred to Minister of the Environment for review by a federal environmental assessment panel (c) proposal to be reviewed by NMRIRB, or (d) proposal should be abandoned, modified, or clarified and resubmitted to NMRIRB	Minister	As soon as practicable after Activity 5
7	NMRIRB informed of Minister's decision	DIAND - IM and/or GN	As soon as practicable after Activity 6

OBLIGATIONS ADDRESSED:

- 7.3.1 Where the NMRPC determines, pursuant to section 6.5.10, that a project proposal is in conformity with the land use plans, or a variance has been approved, the NMRPC shall, subject to sections 7.3.2, 7.3.3 and 7.4.3, forward the project proposal with its determination and recommendations to NMRIRB for screening.
- 7.3.2 Project proposals falling within Schedule 7-1 shall be exempt from the requirement for screening by NMRIRB. The NMRPC shall not forward such project proposals to NMRIRB.
- 7.3.3 Notwithstanding section 7.3.2, the NMRPC may refer a project proposal falling within Schedule 7-1 to NMRIRB for screening, where the NMRPC has concerns respecting the cumulative impact of that project proposal in relation to other development activities in a planning region.
- 7.3.4 NMRIRB shall not screen project proposals that are not in conformity with land use plans, unless an exemption has been received under 6.5.11 or a variance has been approved under section 6.5.10.
- 7.3.5 Sections 7.3.1 to 7.3.4 shall apply where a land use plan has been approved pursuant to section 6.5.9. In the absence of an approved land use plan, all project proposals other than those that fall within Schedule 7-1 shall be referred directly to NMRIRB for screening.
- 7.4.1 Upon receipt of a project proposal, NMRIRB shall screen the proposal to determine whether it has significant impact potential, and therefore whether it requires review under Part 5 or 6.
- 7.4.2 In screening a project proposal, NMRIRB shall be guided by the following principles:
- (a) NMRIRB generally shall determine that such a review is required when, in its judgement,
- (i) the project may have significant adverse effects on the ecosystem, wildlife habitat or Nunavik Inuit harvesting activities,

- (ii) the project may have significant adverse socio-economic effects on northerners,
 - (iii) the project will cause significant public concern, or
 - (iv) the project involves technological innovations for which the effects are unknown;
 - (b) NMRIRB generally shall determine that such a review is not required when, in its judgement, the project is unlikely to arouse significant public concern and
 - (i) the adverse ecosystemic and socio-economic effects are not likely to be significant, or
 - (ii) the project is of a type where the potential adverse effects are highly predictable and mitigable with known technology; and
 - (c) in determining whether a review is required or not NMRIRB shall give greater weight to the provisions of paragraph 7.4.2(a).
- 7.4.3 Any application for a component or activity of a project proposal that has been permitted to proceed in accordance with these provisions shall be exempt from the requirement for screening by NMRIRB unless:
- (a) such component or activity was not part of the original proposal; or
 - (b) its inclusion would significantly modify the project.
- 7.4.4 Upon receipt of a project proposal, NMRIRB shall screen the proposal and indicate to the Minister in writing that:
- (a) the proposal may be processed without a review under Part 5 or 6; NMRIRB may recommend specific terms and conditions to be attached to any approval, reflecting the primary objectives set out in section 7.2.5;
 - (b) the proposal requires review under Part 5 or 6; NMRIRB shall identify particular issues or concerns which should be considered in such a review;
 - (c) the proposal is insufficiently developed to permit proper screening, and should be returned to the proponent for clarification; or
 - (d) the potential adverse impacts of the proposal are so unacceptable that it should be modified or abandoned.
- 7.4.5 NMRIRB shall carry out its responsibilities under section 7.4.4:
- (a) where there is a legal requirement for a licensing authority to make a decision within a certain time period, within a time period that would allow the licensing authority to conform with that requirement;
 - (b) with the approval of the Minister, within a time period exceeding 45 days; or

- (c) in any other situation, within 45 days.
- 7.4.6 Where NMRIRB indicates to the Minister that a proposal may be processed without review, the proposal shall be processed under relevant legislation, unless the Minister decides to refer it for such a review.
- 7.4.7 Where NMRIRB indicates to the Minister that a proposal requires review, the Minister shall:
- (a) where required, by law or otherwise, refer the proposal to the Minister of the Environment for review by a federal environmental assessment panel; such review shall include both socio-economic and ecosystemic impacts;
 - (b) where a proposal is not to be reviewed by a federal environmental assessment panel, refer the proposal to NMRIRB for a review of the ecosystemic and socio-economic impacts in the NMR; or
 - (c) where the proposal is not in the national or regional interest, inform the proponent that the proposal should be abandoned or modified and resubmitted to NMRIRB to be dealt with in accordance with section 7.4.4.
- 7.4.8 Where NMRIRB indicates to the Minister that a proposal should be returned to the proponent for clarification, the Minister shall return the proposal to the proponent for clarification and resubmission to NMRIRB to be dealt with in accordance with paragraphs 7.4.4(a), (b) or (d).
- 7.4.9 Where NMRIRB indicates to the Minister that a proposal should be modified or abandoned, the Minister, after consultation with NMRIRB, shall:
- (a) return the proposal to the proponent for modification and resubmission to NMRIRB to be dealt with in accordance with section 7.4.4;
 - (b) where it appears to be in the national or regional interest that a proposal be reviewed, refer the proposal for review as provided in paragraphs 7.4.7(a) or (b) accompanied by written reasons for that decision; or
 - (c) inform the proponent that the project should be abandoned.

RELATED CLAUSES:

- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts

- 7.12.1 to 7.12.3 - geographic application of Article 7
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the screening of project proposals by the NMRIRB is included in the budget for the operation and administration of the NMRIRB as set out in Sheet # 7-2.

DEVELOPMENT IMPACT

Sheet # 7 - 4

PROJECT: Review of project proposals by the NMRIRB**RESPONSIBILITIES:** Federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister); Nunavik Marine Region Impact Review Board (NMRIRB); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); Government of Nunavut**PARTICIPANT/LIAISON:** Development project proponent

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Minister may identify particular issues or concerns that NMRIRB is to consider in a review of the project proposal	Minister	As soon as possible after Activity 6 of Sheet # 7-3
2	Guidelines issued to project proponent for preparation of impact statement after soliciting advice as appropriate	NMRIRB	As soon as practicable after Activity 1
3	Project proponent prepares impact statement and submits to NMRIRB	Project proponent	As soon as possible by proponent and within time frames as may be stipulated
4	Public review conducted by correspondence, public hearings, or other procedures	NMRIRB	As soon as practicable after submission of impact statement by proponent
5	Report submitted to the Minister with a determination on the acceptability of the project	NMRIRB	As soon as practicable after Activity 4
6	Give full and fair consideration of the report submitted by the NMRIRB after its review	DIAND - IM and/or GN	As soon as practicable after Activity 5
7	Minister responds to the report and accepts or rejects the recommendations contained therein, or refers the report back to the NMRIRB for further consideration	Minister	As soon as practicable after Activity 6
8	Revised report submitted to Minister	NMRIRB	As soon as practicable after Activity 7

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
9	Final decision by Minister with written reasons supplied to the NMRIRB	Minister	As soon as practicable after Activity 8
10	Project certificate issued including final terms and conditions for project to proceed	NMRIRB	As soon as practicable after Activity 9

OBLIGATIONS ADDRESSED:

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

- 7.5.3 NMRIRB may conduct its review by means of correspondence, public hearings or such other procedures as it deems appropriate to the nature of the project and range of impacts.
- 7.5.4 The Minister may propose priorities and reasonable time frames for completion of the reviews.
- 7.5.5 NMRIRB shall, when reviewing any project proposal, take into account all matters that are relevant to its mandate, including the following:
- (a) whether the project would enhance and protect the existing and future well-being of the persons and communities resident on or using the NMR, taking into account the interests of other Canadians;
 - (b) whether the project would unduly prejudice the ecosystemic integrity of the NMR;
 - (c) whether the proposal reflects the priorities and values of the persons resident in or using the NMR;
 - (d) steps which the proponent proposes to take to avoid and mitigate adverse impacts;
 - (e) steps the proponent proposes to take, or that should be taken, to compensate interests adversely affected by the project;
 - (f) posting of performance bonds;
 - (g) the monitoring program that the proponent proposes to establish, or that should be established, for ecosystemic and socio-economic impacts; and
 - (h) steps which the proponent proposes to take, or that should be taken, to restore ecosystemic integrity following project abandonment.
- 7.5.6 After reviewing the project proposal, NMRIRB shall issue a report to the Minister and the proponent containing:
- (a) its assessment of the project and its impacts;
 - (b) its determination as to whether or not the project should proceed based on its assessment under (a); and
 - (c) in the event the project were to proceed, terms and conditions reflecting the primary objectives set out in section 7.2.5.
- 7.5.7 Upon receipt of the NMRIRB report, the Minister shall:
- (a) accept the report of NMRIRB as to whether or not the project should or should not proceed, including terms and conditions;
 - (b) where NMRIRB has determined that a project should proceed, reject that determination on the basis that the proposal is not in the national or regional interest; the proponent shall be so advised by NMRIRB;

- (c) where NMRIRB has determined that a project should proceed, reject the report on the grounds that
 - (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the ecosystemic and socioeconomic impacts, or
 - (ii) the terms and conditions are so onerous that they would undermine the viability of a project that is in the national or regional interest,and in such situations NMRIRB shall reconsider terms and conditions under which the project should be approved in light of the Minister's reasons;
- (d) where NMRIRB has determined that a project should not proceed, reject that determination on the grounds that the project should have been approved because of its importance in the national or regional interest; thereupon, the Minister shall refer the report back to NMRIRB to consider terms and conditions which should be attached to any project approval; or
- (e) where the report is deficient with respect to ecosystemic and socio-economic issues, refer the report back to NMRIRB for further review or public hearings; upon such further review or hearings, NMRIRB shall submit a further report to the Minister which shall be accepted or rejected in accordance with paragraphs (a), (b), ©) or (d).

7.5.8 Upon considering or reconsidering the terms and conditions of a project approval further to paragraphs 7.5.7(c) or (d), NMRIRB shall:

- (a) within 30 days, or such time as agreed upon with the Minister, make any alterations it considers appropriate;
- (b) refer its revised report back to the Minister; and
- (c) make its revised report available to the public.

7.5.9 Upon receipt of a revised NMRIRB report under section 7.5.8, the Minister shall:

- (a) accept the terms and conditions; or
- (b) reject or vary the terms and conditions, in whole or in part, on the grounds set out in sub-paragraphs 7.5.7(c)(I) and (ii).

7.5.10 The Minister shall supply NMRIRB with written reasons for every decision.

7.5.11 Notwithstanding sections 7.5.7 and 7.5.9, NMRIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in sections 7.5.7 and 7.5.9.

7.5.12 Upon completion of the process described in sections 7.5.1 to 7.5.11 where it has been determined that a project should proceed, NMRIRB shall issue a project certificate including any terms and conditions which have been accepted or varied by the Minister.

RELATED CLAUSES:

- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the review of project proposals is included in the budget for the operation and administration of the NMRIRB as set out in Sheet # 7-2.

DEVELOPMENT IMPACT

Sheet # 7 - 5

PROJECT: **Review of projects by a federal environmental assessment panel**

RESPONSIBILITIES: Federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister); Canada - Minister of the Environment (Minister - EC); Environment Canada - federal environmental assessment panel (EC - Panel); Project proponent; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); Government of Nunavut (GN)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Minister refers project proposal for review by a federal environmental assessment panel where required by law or otherwise	Minister	As per Activity 6 of Sheet # 7-3
2	Panel constituted as stipulated pursuant to Part 7.6 of the NILCA	Minister - EC	As soon as practicable after Activity 1
3	Guidelines issued to project proponent for preparation of impact statement after soliciting advice as appropriate	EC - Panel	As soon as practicable after Activity 2
4	Project proponent prepares impact statement	Project proponent	As soon as possible by proponent and within time frames as may be stipulated
5	Public review conducted according to federal review procedures and special requirements as set out in Article 12, Part 6	EC - Panel	As soon as practicable after submission of impact statement by proponent
6	Report submitted to the Minister of the Environment and the Minister with a determination on the acceptability of the project	EC - Panel	As soon as practicable after Activity 5
7	EC - Panel report forwarded by Minister to the NMRIRB for its review and comment and made public	Minister	As soon as possible after Activity 6
8	NMRIRB reviews EC - Panel report and submits findings and conclusions to Minister	NMRIRB	Within 60 days of receipt of the report

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
9	Give full and fair consideration of the report submitted by the NMRIRB after its review	Minister	As soon as practicable after Activity 8
10	Minister responds to the EC Panel report and NMRIRB comments and accepts or rejects the recommendations contained therein, and may refer comments and recommendations back to the NMRIRB for further consideration	Minister	As soon as practicable after Activity 9
11	Revised recommendations submitted to Minister by the NMRIRB	NMRIRB	Within 30 days of Activity 10 or as agreed with Minister
12	Final decision by Minister with written reasons supplied to the NMRIRB	Minister	As soon as practicable after Activity 11
13	NMRIRB project certificate issued including final terms and conditions for project to proceed as approved by Minister	NMRIRB	As soon as practicable after Activity 12

OBLIGATIONS ADDRESSED:

- 7.6.1 Where the Minister under paragraph 7.4.7(a) decides to refer a project proposal to the Minister of the Environment for public review by a federal environmental assessment panel, the panel shall conduct its review in accordance with the provisions of this Part and with any other procedures, principles and general practices that provide at least the same opportunity for an open and comprehensive public review as provided by the Environmental Assessment and Review Process Guidelines Order (S.O.R./84-467, 22 June, 1984).
- 7.6.2 For a project proposal within the NMR, the Minister of the Environment shall be free to appoint members to a panel in accordance with the Minister's general practice, except that at least one quarter of the panel members shall be appointed from a list of nominees given to the Minister of the Environment by the MDO, and at least one quarter from a list of nominees given to the Minister of the Environment by the appropriate Territorial Government Minister. Nothing shall prevent the MDO or the Territorial Government Minister from nominating candidates who are already members of NMRIRB.
- 7.6.3 When a project proposal would take place both inside the NMR and an adjacent area used by another aboriginal group or groups, at least one quarter of the panel members shall be appointed from nominees of the MDO and the other relevant aboriginal group or groups, in accordance with any agreement between the MDO and the other aboriginal group or groups.
- 7.6.4 Members of panels shall:

- (a) be unbiased and free of any potential conflict of interest relative to the project proposal under review; for greater certainty no panel member who is a Nunavik Inuk shall be considered biased solely because the panel member is a Nunavik Inuk; and
 - (b) have special knowledge and experience relevant to the anticipated technical, environmental or social effects of the project proposal under review.
- 7.6.5 Once constituted, a panel may issue to the project proponent a set of guidelines for the preparation of a statement by the proponent on ecosystemic and socio-economic impacts. Any such guidelines shall, where appropriate, require the statement to contain information with respect to those matters listed in section 7.5.2. NMRIRB shall review the guidelines and provide input into their development.
- 7.6.6 The panel shall ensure that NMRIRB has adequate opportunity to review the proponent's impact statement prior to commencement of public hearings, and the panel shall take into account any recommendations or concerns that NMRIRB has identified.
- 7.6.7 In the conduct of its public hearings under these provisions, a panel shall be bound *mutatis mutandis* by sections 7.2.25, 7.2.27 and 7.2.28. The panel's powers, including any powers of subpoena, shall not be less than those available to federal environment assessment and review panels established under laws of general application.
- 7.6.8 The panel, when assessing any project proposal, shall take into account all matters that are relevant to its mandate, including as appropriate those matters listed in section 7.5.5.
- 7.6.9 Upon completion of its review, the panel shall forward its report to the Minister of the Environment and the Minister, who shall make it public and who shall forward a copy to NMRIRB.
- 7.6.10 Upon receipt of the report of the panel, NMRIRB shall have sixty (60) days to review the report and forward its findings and conclusions to the Minister with respect to ecosystemic and socio-economic impacts in the NMR, NMRIRB may identify deficiencies in the panel report, additional terms, conditions and mitigative measures that should be attached to any project approval, additional data requirements, and any other conclusions deemed pertinent by NMRIRB including whether or not the project proposal should proceed. In so doing, NMRIRB shall be guided by the primary objectives set out in section 7.2.5.
- 7.6.11 Upon receipt of the panel report and the recommendations of NMRIRB, the Minister shall:
- (a) accept the report with the terms and conditions proposed by the panel insofar as they apply to the NMR;
 - (b) accept the report insofar as it applies to the NMR with modifications proposed by NMRIRB; or
 - (c) reject the panel report or any part thereof insofar as it applies to the NMR on the following grounds:
 - (i) the project proposal should be rejected on the grounds that the proposal is not in the national or regional interest, in which case the proponent shall be so advised by the

Minister,

- (ii) the project proposal should be allowed to proceed because of its importance in the national or regional interest, in which case NMRIRB shall consider the terms and conditions with respect to the NMR which should be attached to any approval, or
- (iii) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level of ecosystemic or socio-economic impacts of the project, in which case NMRIRB shall thereupon reconsider the terms and conditions with respect to the NMR in the light of the Minister's objections.

7.6.12 In considering or reconsidering the terms and conditions of a project approval, NMRIRB shall, within thirty (30) days or such other period as agreed upon with the Minister, report back to the Minister, with respect to the terms and conditions which should be attached to any project approval.

7.6.13 Upon receipt of NMRIRB's report further to section 7.6.12, the Minister shall:

- (a) accept the terms and conditions; or
- (b) reject or vary the terms and conditions, in whole or in part, on the grounds that
 - (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the ecosystemic and socio-economic impacts in the NMR, or
 - (ii) the terms and conditions with respect to the NMR are so onerous that they would undermine the viability of a project which is in the national or regional interest.

7.6.14 The Minister shall supply NMRIRB with written reasons for every decision insofar as it applies to the NMR.

7.6.15 The role of NMRIRB with respect to any federal environmental assessment panel report shall be confined to those parts of that report that are applicable to or affect the NMR.

7.6.16 Notwithstanding sections 7.6.11 and 7.6.13, the panel's report or NMRIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in sections 7.6.11 and 7.6.13.

7.6.17 Upon completion of the process described in sections 7.6.1 to 7.6.16, NMRIRB shall issue a NMRIRB project certificate including any terms and conditions which have been accepted or varied by the Minister.

RELATED CLAUSES:

- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of "certificate", "Minister", "proponent", etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board

- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. The provision of funding for the review of projects, which are proposed for the NMR and that are to be undertaken by a federal environmental assessment panel, will be the responsibility of the federal government. To the extent that funding for the NMRIRB will be required for participation in this process, it will be provided for by way of the funding for the operation and administration of the NMRIRB as set out in Sheet # 7-2, or as intervener funding related to this process.

DEVELOPMENT IMPACT**Sheet # 7 - 6****PROJECT:** Monitoring of development projects**RESPONSIBILITIES:** Nunavik Marine Region Impact Review Board (NMRIRB); Project proponent**PARTICIPANT/LIAISON:** Federal and territorial government departments and agencies

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish monitoring program for an approved development project	NMRIRB	Upon a project certificate being issued by the NMRIRB as per Activity 10 of Sheet # 7-4, Activity 13 of Sheet # 7-5, or Activity 6 (a) of Sheet # 7-3, which require a project monitoring program
2	Supply reports and information to NMRIRB on project operations and impacts, and implementation of mitigative measures	Project proponent	As may be specified in the NMRIRB project certificate
3	Prepare reports and periodic evaluations on the monitoring program	NMRIRB	As may be specified in the NMRIRB project certificate
4	Collect data and fulfill monitoring responsibilities	Government departments and agencies	Continuing responsibilities according to jurisdiction

OBLIGATIONS ADDRESSED:

7.7.1 The terms and conditions contained in:

- (a) a NMRIRB project certificate issued pursuant to sections 7.5.12 or 7.6.17;
- (b) a recommendation of NMRIRB pursuant to paragraph 7.4.4(a); or
- (c) any approvals issued by the NWB,

may provide for the establishment of a monitoring program for that project which may specify responsibilities for the proponent, NMRIRB or Government.

- 7.7.2 The purpose of a monitoring program set up pursuant to section 7.7.1 shall be:
- (a) to measure the relevant effects of projects on the ecosystemic and socio-economic environments of the NMR;
 - (b) to determine whether and to what extent the land or resource use in question is carried out within the predetermined terms and conditions;
 - (c) to provide the information base necessary for agencies to enforce terms and conditions of land or resource use approvals; and
 - (d) to assess the accuracy of the predictions contained in the project impact statements.
- 7.7.3 Without limiting the generality of section 7.7.2, the monitoring program set up pursuant to that section may include:
- (a) a requirement that regulatory agencies and the proponent supply NMRIRB with reports and information respecting project operations and impacts, and the implementation of mitigative measures;
 - (b) a requirement for a periodic evaluation by NMRIRB of monitoring programs for projects; and
 - (c) based on paragraph (b), a requirement that NMRIRB compile a report on the adequacy of the monitoring program and on the ecosystemic and socio-economic impacts of the project.
- 7.7.4 Responsible government agencies and departments shall continue to fulfill their responsibilities for monitoring and data collection. Any monitoring responsibilities assigned to NMRIRB shall not be a duplication of those functions.
- 7.7.5 Any monitoring program established for a project under section 7.7.1 shall be designed so as to avoid duplication of duties and to facilitate coordination of monitoring activities and may, in addition to any other relevant matters, provide for the variables to be monitored and the program specifications.

RELATED CLAUSES:

- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts

- 7.12.1 to 7.12.3 - geographic application of Article 7
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for the monitoring of development projects in the NMR by the NMRIRB is included in the budget for the operation and administration of the NMRIRB as set out in Sheet # 7-2.

DEVELOPMENT IMPACT

Sheet # 7 - 7

PROJECT: Development of general environmental monitoring plan**RESPONSIBILITIES:** Canada - Environment Canada (Canada - EC); Government of Nunavut (GN); Nunavik Marine Region Planning Commission (NMRPC);**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Nunavut Planning Commission and other adjacent institutions

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop general environmental monitoring plan for the NMR	Canada - EC GN NMRPC	As soon as practicable upon establishment of the NMRPC as per Sheet # 6-1
2	In accordance with plan, collate information and data provided by, amongst others, industry and government departments and agencies on the long term state and health of the NMR environment	NMRPC	As required to carry out the plan developed under Activity 1
3	Report on the ecosystemic and socio-economic environment of the NMR	NMRPC	Periodically as necessary
4	Use the information collected under the general environmental monitoring plan to fulfill the responsibilities of the NMRPC under Article 6	NMRPC	As required

OBLIGATIONS ADDRESSED:

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

- (a) in accordance with the plan, collate information and data provided by, amongst others, industry, government departments and agencies;
- (b) in accordance with the plan, report periodically on the ecosystemic and socio-economic

environment of the NMR; and

- (c) use the information collected under paragraphs (a) and (b) to fulfill its existing responsibilities under Article 6.

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

RELATED CLAUSES:

- 6.4.4 - role and responsibility of NMRPC
- 6.4.14 to 6.4.21 - matters binding on NMRPC
- 6.5.1 to 6.5.8 - development of land use plans
- 6.5.9 to 6.5.13 - implementation and monitoring of land use plans
- 6.6.1 to 6.6.5 - amendment and periodic review of land use plans
- 6.8.2 - land use planning process applies to Nunavik Inuit Lands
- 5.4.20 - NMRIRB may participate in Nunavik Marine Region Council
- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7

FUNDING:

1. Funding for the NMRPC to participate in the development of the general environmental monitoring plan for the NMR, and for participating in the collection of data and the analysis of information on the long term state and health of the NMR environment, is included in the budget for the operation and administration of the NMRPC as set out in Sheet # 6-2.
2. The cost to government related to the development of the general environmental monitoring plan for the NMR, and for participating in the collection of data and the analysis of information on the long term state and health of the NMR environment, shall be borne by the federal and territorial governments according to their jurisdictional responsibilities.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the general environmental monitoring activities of the NMRPC will need to be coordinated with the Nunavut Planning Commission, as well as with other similar institutions having jurisdiction over areas adjacent to the NMR (i.e, for the Kativik region, the James Bay Cree

communities, and Labrador).

2. In order to initiate the collaborative process for the development of the general environmental monitoring plan for the NMR, it may be helpful for the Department of Indian Affairs and Northern Development - Implementation Management Directorate to identify the appropriate officials in the Government of Canada and the Government of Nunavut that will be responsible for undertaking these activities.

DEVELOPMENT IMPACT**Sheet # 7 - 8****PROJECT:** Amendment of project certificates**RESPONSIBILITIES:** Nunavik Marine Region Impact Review Board (NMRIRB); MDO, development project proponent or other interest; Federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister)**PARTICIPANT/LIAISON:** Project proponent

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Undertake a reconsideration of the terms and conditions of a project certificate on its own initiative	NMRIRB	After a project certificate has been issued by the NMRIRB as per Activity 10 of Sheet # 7-4, Activity 13 of Sheet # 7-5, or Activity 6(a) of Sheet # 7-3
2	Submission of a request to the NMRIRB for a review of the terms and conditions of a project certificate	An MDO, the project proponent, or other interests	After a project certificate has been issued as described in Activity 1
3	Determination by the Minister that the conditions requiring a reconsideration of the project certificate have been established	Minister	As soon as possible after Activity 1 or 2
4	Review the terms and conditions of the project certificate	NMRIRB	As soon as practicable after Activity 3
5	Prepare report on findings of the reconsideration by the board and submit to Minister	NMRIRB	As soon as practicable after Activity 4
6	Give full and fair consideration of the recommendations in the NMRIRB report	Minister	As soon as practicable after Activity 5
7	Minister to accept, reject or vary the recommendations in the NMRIRB report	Minister	As soon as practicable after Activity 6
8	NMRIRB informed of Minister's decision	Minister	As soon as practicable after Activity 7

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
9	NMRIRB project certificate amended including final terms and conditions for project to proceed as approved by Minister	NMRIRB	As soon as practicable after Activity 8

OBLIGATIONS ADDRESSED:

- 7.8.1 NMRIRB project certificates issued under either sections 7.5.12 or 7.6.17 may contain terms and conditions expressed to come into force at some time in the future or on the happening of any particular event or contingency.
- 7.8.2 NMRIRB may on its own account or upon application by a MDO, the proponent, or other interests, reconsider the terms and conditions contained in the NMRIRB certificate if it is established that:
- (a) the terms and conditions are not achieving their purpose;
 - (b) the circumstances relating to the project or the effect of the terms and conditions are significantly different from those anticipated at the time the certificate was issued; or
 - (c) there are technological developments or new information which provide a more efficient method of accomplishing the purpose of the terms and conditions.
- 7.8.3 Where the Minister determines that any of the conditions in paragraphs 7.8.2 (a), (b) or (c) have been established, NMRIRB shall reconsider the terms and conditions contained in a certificate, and NMRIRB shall produce a report of its reconsideration. The Minister may accept, reject or vary that report only on the grounds specified in section 7.6.13. NMRIRB shall amend its certificate to reflect any changes as accepted, rejected or varied by the Minister.
- 7.8.4 For greater certainty, section 7.5.4 applies to a reconsideration by NMRIRB pursuant to section 7.8.2 or 7.8.3.

RELATED CLAUSES:

- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7

- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. Funding for activities related to the amendment of project certificates by the NMRIRB is included in the budget for the operation and administration of the NMRIRB as set out in Sheet # 7-

ARTICLE 7 - DEVELOPMENT IMPACT**Sheet # 7 - 9****PROJECT:** Implementation and enforcement of project certificates

RESPONSIBILITIES: Federal or territorial departments and agencies of government having the jurisdictional responsibility for authorizing a project to proceed; independent regulatory boards of the Government of Canada or the Government of Nunavut (Regulatory boards); federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister); Nunavik Marine Region Impact Review Board (NMRIRB)

PARTICIPANT/LIAISON: Project proponent

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Discuss with NMRIRB how best to implement the permits, project certificates, licences or other approvals that the project proponent may require	Federal and territorial departments and agencies of government	After a project certificate has been issued by the NMRIRB as per Activity 10 of Sheet # 7-4, Activity 13 of Sheet # 7-5, or Activity 6(a) of Sheet # 7-3
2	Implementation and enforcement of the terms and conditions of NMRIRB project certificates	Government departments and agencies	As soon as possible after Activity 1
3	Provide copies to the NMRIRB and NMRPC of all approvals, regulatory or otherwise, for projects that have been issued a project certificate	Government departments and agencies	As soon as possible after such approvals issued to project proponent
4	Provide reasons to the NMRIRB why any terms and conditions in an independent regulatory board decision at variance with project certificate	Regulatory boards	As soon as possible after such a decision by a regulatory board
5	Consideration by Governor-in-Council of variance between project certificate and regulatory board terms and conditions	Minister	As soon as practicable after Activity 4
6	Amendment of NMRIRB project certificate as may be required	NMRIRB	As may be required after Activity 5

OBLIGATIONS ADDRESSED:

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

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

- 7.9.4 In this Part, "independent decision of a regulatory board" means a decision made by a statutory body in the exercise of regulatory or licensing powers in the course of which the body is not subject to specific direction or control by Government; a decision does not cease to be an independent decision of a regulatory board merely because that decision is subject to a general direction whether by guidelines, regulations or directives or to approval, variance or rescission by Government.
- 7.9.5 A decision ceases to be an independent decision of a regulatory board for the purposes of this Part where Government has varied such a decision prior to considering the conflict between the decision and the NMRIRB certificate.
- 7.9.6 Where there is conflict between any NMRIRB project certificate and a decision of a regulatory board not falling within section 7.9.3, the NMRIRB project certificate shall prevail.
- 7.9.7 A licence, permit, certificate or other governmental approval which implements or incorporates any term or condition of a NMRIRB project certificate may not be called into question in a court

of law on the grounds that the issuing agency thereby fettered its discretion or otherwise acted without jurisdiction, when implementing any term or condition of a NMRIRB project certificate.

- 7.9.8 Nothing in sections 7.9.1 to 7.9.7 shall preclude any regulatory or government agency from reviewing a project and imposing additional or more stringent terms and conditions, or from refusing to issue a licence or approval that would be required in order to allow a proposed project to proceed.
- 7.9.9 The duty to implement referred to in section 7.9.1 does not include an obligation on Government to amend legislation.
- 7.9.10 NMRIRB and the NMRPC shall, unless they specify otherwise, receive copies of all approvals, regulatory or otherwise, for projects for which NMRIRB has issued a certificate.
- 7.10.1 No licence or approval that would be required in order to allow a proposed project to proceed shall be issued in respect of a project that is to be screened by NMRIRB until the screening has been completed and, if a review pursuant to Part 5 or 6 is to be conducted, until after that review has been completed and a NMRIRB project certificate has been issued by NMRIRB pursuant to these provisions.
- 7.10.2 Notwithstanding section 7.10.1, where a project proposal has been referred for review pursuant to Part 5 or 6, approvals or licences for exploration or development activities related to that project may be issued if:
- (a) the activity falls within Schedule 7-1; or
 - (b) the activity can, in the judgement of NMRIRB, proceed without such a review.
- 7.10.3 Where permits, certificates, licences or other government approvals which implement or incorporate the terms and conditions of a NMRIRB project certificate have been issued, the responsible government department or agency shall continue to be responsible for the enforcement of the permit, certificate, licence or other government approval.
- 7.10.4 Responsible government departments and agencies shall apply effective techniques at their disposal for enforcement under section 7.10.3 and in applying such techniques, they shall not be confined to prosecution or to the suspension of any permit, certificate, licence or other government approval.
- 7.10.5 In addition to any person or body that is recognized by laws of general application as having standing to seek a court determination, a MDO shall have standing before an appropriate court:
- (a) to seek a determination as to whether any term or condition contained in a NMRIRB certificate has been implemented, and any remedy deemed appropriate by the court if the term and condition has not been implemented;
 - (b) to obtain a court order compelling a person to do or prohibiting a person from doing whatever that person is, by any licence, approval, permit or contract implementing any terms or conditions of a NMRIRB certificate, required to do or prohibited from doing; or
 - (c) to seek judicial review of decisions and orders, whether interim or final, made pursuant to

this Article.

RELATED CLAUSES:

- 6.5.11 - proposals to screening after exemption from conformity with land use plans
- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals
- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.11.1 to 7.11.2 - review of projects with transboundary impacts
- 7.12.1 to 7.12.3 - geographic application of Article 7
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. As provided for under 7.9.1 of the NILCA, the terms and conditions of NMRIRB project certificates shall be implemented by all government departments and agencies in accordance with their authorities and jurisdictional responsibilities.
2. Funding for activities related to the implementation and enforcement of project certificates by the NMRIRB is included in the budget for the operation and administration of the NMRIRB as set out in Sheet # 7-2.

ARTICLE 7 - DEVELOPMENT IMPACT

Sheet # 7 - 10

PROJECT: Review of projects with transboundary impacts

RESPONSIBILITIES: Nunavik Marine Region Impact Review Board (NMRIRB); Makivik Designated Organization (MDO); Government of Canada (Canada); Government of Nunavut (GN);

PARTICIPANT/LIAISON: Nunavut Impact Review Board and/or other similar institutions in adjacent jurisdictions; Canadian Environmental Assessment Agency; project proponent

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	NMRIRB reviews project proposal located outside the NMR which may have significant adverse ecosystemic or socioeconomic effects on the NMR	NMRIRB	Upon request by Government or, with consent of Government, upon request by a MDO
2	Seek to negotiate agreements with other jurisdictions to provide for collaboration in the review of project proposals which may have significant transboundary ecosystemic or socio-economic impacts	Canada , GN, NMRIRB	As required

OBLIGATIONS ADDRESSED:

7.11.1 NMRIRB may upon request by Government or, with the consent of Government, upon request by a MDO, review a project proposal located outside of the NMR which may have significant adverse ecosystemic or socioeconomic effects on the NMR.

7.11.2 Without limiting the jurisdiction of NMRIRB or the Canadian Environmental Assessment Agency (CEAA) as set out in this Article, the Government of Canada and the Territorial Government, assisted by NMRIRB, shall use their best efforts to negotiate agreements with other jurisdictions to provide for collaboration in the review of project proposals which may have significant transboundary ecosystemic or socio-economic impacts.

RELATED CLAUSES:

- 7.1.1 - definitions of “certificate”, “Minister”, “proponent”, etc.
- 7.2.1 to 7.2.14 - establishment of Nunavik Marine Region Impact Review Board
- 7.2.15 to 7.2.33 - operation and administration of NMRIRB
- 7.3.1 to 7.4.9 - screening of project proposals

- 7.5.1 to 7.5.12 - review of project proposals by the NMRIRB
- 7.6.1 to 7.6.17 - review of projects by a federal environmental assessment panel
- 7.7.1 to 7.7.5 - monitoring of development projects
- 7.7.6 to 7.7.7 - development of general environmental monitoring plan
- 7.8.1 to 7.8.4 - amendment of development project certificates
- 7.9.1 to 7.10.5 - implementation and enforcement of project certificates
- 7.12.1 to 7.12.3 - geographic application of Article 7
- Schedule 7-1 - types of projects exempt from screening
- 11.2.3 - development impact assessment to apply in protected areas
- 11.5.4 - development impact assessment to apply in Marine Protected Areas
- 27.1.1 - reciprocal arrangements with Inuit of Nunavut in impact assessment regime
- 27.6.4 - standing of Nunavut Tunngavik Incorporated before NMRIRB
- 28.5 and 28.6 - Cree membership on NMRIRB where decisions affect Joint Zone
- 28.7 - NMRIRB jurisdiction not exercised in Cree Zone

FUNDING:

1. If a review of a development project, proposed for outside the Nunavik Marine Region, is requested to be undertaken by the NMRIRB because of potential transboundary impacts within the NMR, it is likely that additional funding for this purpose would be necessary unless sufficient funds are available as provided in the budget for the operation and administration of the NMRIRB as set out in Sheet # 7-2. The provision of the additional funds required for the NMRIRB to undertake the review would be the responsibility of government.

ARTICLE 8 - NUNAVIK INUIT LANDS**Sheet # 8 - 1****PROJECT:** Disposition of interests in Nunavik Inuit Lands**RESPONSIBILITIES:** Makivik; Makivik Designated Organization (MDO); Purchaser of Nunavik Inuit Lands (Purchaser); Government of Nunavut - Registrar (Registrar)**PARTICIPANT/LIAISON:** Nunavik Inuit; Grand Council of the Crees (Eeyou Istchee) or GCCQ(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Grant a lease, license or any other interest less than fee simple in Nunavik Inuit Lands (See Sheet # 8-4)	MDO	After effective date and for a term of less than 75 years
2	Grant any interest in Nunavik Inuit Lands to another MDO (See Sheet # 8-5)	MDO	After effective date
3	Make a decision to dispose of Nunavik Inuit Lands to a party other than an MDO	MDO	After effective date and vesting of title to Nunavik Inuit Lands as per Sheet # 8-2
4	Agree to seek approval for the disposition of Nunavik Inuit Lands by way of holding a referendum in accordance with section 8.4.1	Makivik	After making the decision in Activity 3
5	Carry out the referendum related to the disposition of Nunavik Inuit Lands and notify the MDO of the results of the referendum	Makivik	After making the decision in Activity 3
6	Determine if lands proposed for disposition fall within the NMR Joint Inuit/Cree Zone (Zone B) as set out in Schedule 8-2 of the Agreement	MDO	After making the decision in Activity 3
7	If determination in Activity 6 is positive, the MDO shall abide by the provisions of Section 5.7 of the Cree/Inuit Overlap Agreement	MDO	Upon determination that the proposed disposition falls within Zone B of the NMR
8	Determine if lands proposed for disposition fall within the NMR Cree Zone (Zone C) as set out in Schedule 8-3 of the Agreement	MDO	After making the decision in Activity 3

9	If determination in Activity 8 is positive, the MDO shall provide the GDO with the opportunity to match the price and other terms and conditions of any proposed sale	MDO	Upon determination that the proposed disposition falls within Zone C of the NMR
10	Disposal of Nunavik Inuit Lands proposed for disposition as per Activity 3	MDO / Purchaser	After completing Activity 4 to Activity 8 above and upon reaching agreement with the Purchaser
11	Prepare survey or descriptive plan for portion of Nunavik Inuit Lands to be disposed of by MDO	MDO	After reaching agreement as per Activity 10
12	Submit survey or descriptive plan to Registrar	MDO	After completion of Activity 11
13	Record such parcel or area of Nunavik Inuit Lands disposed of by the MDO	Registrar	Upon receiving material as per Activity 12
14	Issue certificate of title to the lands disposed of by MDO	Registrar	As soon as practicable after Activity 13

OBLIGATIONS ADDRESSED:

- 8.4.1 Subject to sections 8.4.2, 8.4.3 and 8.4.6 Nunavik Inuit Lands shall not be conveyed, transferred or otherwise disposed of by the MDO unless approved by 75% of all eligible Nunavik Inuit voters in a referendum. Any expenses related to such referenda shall be solely the responsibility of Makivik.
- 8.4.2 A MDO may, without any requirement for a referendum, grant a lease, license or any other interest less than fee simple for a term of less than 75 years.
- 8.4.3 A MDO may, without any requirement for a referendum, grant any interest in Nunavik Inuit Lands to another MDO.
- 8.4.4 For Nunavik Inuit Lands in Zone C described in Schedule 8-3, the GDO shall enjoy a right of first refusal with respect thereto whereby the MDO cannot sell such Nunavik Inuit Lands without first providing the GDO with the opportunity to match the price and other terms and conditions of any proposed sale.
- 8.4.7 In addition to the provisions of Part 8.4, any disposition of lands identified in Schedule 8-2 are subject to section 5.7 of the Cree/Inuit Overlap Agreement.

RELATED CLAUSES:

Article 1 - definition of "GDO" - an organization designated by the Cree;

8.1.1 - "Registrar" means "Registrar" as defined in the *Nunavut Land Titles Act* and responsible for the Nunavik Marine Region from time to time

8.2 - definition of Nunavik Inuit Lands

8.3.3 - Nunavik Inuit title deemed to be held in fee simple

8.3.4 - Nunavik Inuit Lands held for and on behalf of all Nunavik Inuit

8.4.5 - Nunavik Inuit Lands may not be acquired by prescription, adverse possession or limitation of action.

8.4.6 - fee simple interest of MDO in Nunavik Inuit Lands is not subject to mortgage, attachment, charge, seizure, distress, execution or sale.

Schedule 8.1 - NMR Inuit Zone (Zone A)

Schedule 8.2 - NMR Joint Inuit / Cree Zone (Zone B)

Schedule 8.3 - NMR Cree Zone (Zone C)

Article 22 - definition of "MDO" - Makivik Designated Organization

FUNDING:

1. Funding for a referendum that would be required with regard to any potential disposition of Nunavik Inuit Lands shall be solely the responsibility of Makivik. Other costs related to the disposition of Nunavik Inuit Lands, for example, the determination and negotiations that would necessarily be involved, would be the responsibility of the various parties involved.

NUNAVIK INUIT LANDS**Sheet # 8 - 2****PROJECT:** Vesting of title to Nunavik Inuit Lands**RESPONSIBILITIES:** Canada; Canada - Department of Indian Affairs and Northern Development; Government of Nunavut - Registrar as defined in the *Nunavut Land Titles Act* (Registrar)**PARTICIPANT/LIAISON:** Makivik or Makivik Designated Organization (MDO); Grand Council of the Crees (Eeyou Istchee) or GCCQ(EI) Designated Organization (GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Vest title to Nunavik Inuit Lands in the MDO or jointly with the GDO, as the case may be, as per Article 8 of the Agreement	Canada	Upon ratification of the Agreement
2	Deliver to the Registrar an original signed copy of the Agreement along with notification that title to Nunavik Inuit Lands has been duly vested	DIAND	As soon as possible after ratification of the Agreement prior to the effective date
3	Treat the notification as if it were letters patent in favour of the MDO or jointly with the GDO, as the case may be	Registrar	Upon receipt of the documents described in Activity 2
4	Record the vesting of title	Registrar	After Activity 3
5	Issue certificate of title in the form set out in Schedule 8-4 of the Agreement	Registrar	As soon as practicable after Activity 4

OBLIGATIONS ADDRESSED:

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

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

RELATED CLAUSES:

- Article - definition of “GDO” - Cree Designated Organization
- 8.2 - definition of Nunavik Inuit Lands
- 8.3.2 - title to vested lands may be referred to as “Nunavik Inuit Title”
- 8.3.3 - Nunavik Inuit Title deemed to be held in fee simple title
- 8.6 - indemnification of Registrar in relation to vesting of title
- Schedule 8-4 - form for issuing certificate of title
- Article 22 - definition of “MDO” - Makivik Designated Organization
- 25.4 (b) - statute ratifying the Agreement is enacted by Parliament and comes into force

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “land titles office” means the office of the Registrar in Nunavut (8.1 - Definitions)
2. “Registrar” is defined in the *Nunavut Land Titles Act* and is responsible for the Nunavik Marine Region from time to time (8.1 - Definitions)
3. Nunavik Inuit Title is deemed to be held in fee simple title and not to be construed as extinguishing or affecting any rights recognized and affirmed by section 35 of the *Constitution Act, 1982* (8.3.3)
4. In relation to Activity 2 above, the specified documents should be delivered to the Registrar for Nunavut land titles in the Government of Nunavut by the following:
 - Claims and Indian Government
 - Department of Indian Affairs and Northern Development
5. In relation to Activity 2 above, the specified documents should be sent to the following address in the Government of Nunavut:
 - Registrar - Land Titles
 - Dept. of Justice
 - Government of Nunavut
 - Nunavut Legal Registries
 - 1st floor Brown Building
 - P.O Box 1000 Station 570
6. Parcels of land referred to in section 27.4.1 have been vested in the DIO and Makivik as joint tenants and were jointly delivered by them to the registrar of Nunavut on April 15, 1993.

NUNAVIK INUIT LANDS**Sheet # 8 - 3****PROJECT:** Survey of boundaries of Nunavik Inuit Lands**RESPONSIBILITIES:** Canada; Government of Nunavut (GN); Makivik or Makivik Designated Organization (MDO); Grand Council of the Crees (Eeyou Istchee) Designated Organization (GDO) Government of Nunavut - Registrar (Registrar)**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Surveyor General of Canada Lands;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to survey the boundaries or part of the boundaries of Nunavik Inuit Lands	Canada; GN	After effective date and at discretion
2	Undertake survey in accordance with the instructions of the Surveyor General and the provisions of the <i>Canada Lands Surveys Act</i>	Canada; GN	After decision is made to undertake a survey as per Activity 1
3	Sign the plan of survey	MDO, GDO if applicable, and Canada or GN	Upon the completion of Activity 2
4	Deliver plan of survey to the Registrar	Canada; GN	Upon the completion of Activity 3
5	Record the property description of the boundary or that part of Nunavik Inuit Lands, replacing any previous property description	Registrar	Upon submission of the plan of survey to the Registrar

OBLIGATIONS ADDRESSED:

- 8.7.1 Boundaries or part of the boundaries of Nunavik Inuit Lands may for any purpose be surveyed at Government's discretion.
- 8.7.2 Government shall be responsible for the cost of each legal survey that is conducted pursuant to section 8.7.1 provided that this provision shall not prevent Government from levying charges in respect of such surveys on any third party which is not a GDO whose lands abut Nunavik Inuit Lands.

- 8.7.3 Each boundary survey conducted pursuant to section 8.7.1 shall be conducted in accordance with the instructions of the Surveyor General and the *Canada Lands Surveys Act*, as if the lands were still Canada Lands.
- 8.7.4 Where a legal survey is completed for any boundary or any part of a boundary of Nunavik Inuit Lands, the plan of survey, when signed by the MDO, the GDO if applicable and Government and delivered to the Registrar, shall become the property description for that boundary or that part, replacing any previous property description of that boundary or that part, as of the effective date of this Agreement.

RELATED CLAUSES:

- Article 1 - definition of “GDO” - Cree designated organization
 - definition of “Government”
- 8.1.1 - definition of “natural boundary”
- 8.1.1 - definition of “ordinary high water mark” and “bank” of a body of water
- 8.1.1 - “Registrar” means “Registrar” as defined in the *Nunavut Land Titles Act* and responsible for the Nunavik Marine Region from time to time
- 8.1.1 - definition of “tideland”
- 8.2 - definition of Nunavik Inuit Lands
- 8.7.9 - natural boundaries of Nunavik Inuit Lands along tidal waters located at high water mark
- 8.7.10 - natural boundaries of Nunavik Inuit Lands move with natural processes of erosion and accretion
- Article 22 - definition of “MDO” - Makivik Designated Organization

FUNDING:

1. Government shall be responsible for the cost of each legal survey that is conducted pursuant to Section 8.7.1 provided that this provision shall not prevent Government from levying charges in respect of such surveys on any third party which is not a GDO whose lands abut Nunavik Inuit Lands.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “Surveyor General” means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized by the federal Minister of Natural Resources Canada to carry out any or all of the duties of the Surveyor General. (8.1.1 - Definitions)
2. Subject to Section 8.7.4, where a survey of Nunavik Inuit Lands is being conducted and where any natural boundary of Nunavik Inuit Lands is found to be unclear, the Surveyor General shall have the authority to define the mean position of the intended boundary by placing a series of monuments or other means. (8.7.8)

3. In relation to Activity 5 above, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O Box 1000 Station 570

NUNAVIK INUIT LANDS**Sheet # 8 - 4****PROJECT:** Subdivision or leasing of a portion of Nunavik Inuit Lands**RESPONSIBILITIES:** Makivik or Makivik Designated Organization (MDO); Government of Nunavut - Registrar (Registrar)**PARTICIPANT/LIAISON:** Party being granted interest in parcel of Nunavik Inuit Lands

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to parcel out one or more areas of Nunavik Inuit Lands in order to grant a lease, license or any other interest less than fee simple	MDO	After effective date at discretion
2	Prepare survey, descriptive plan or similar process for such parcel or area of Nunavik Inuit Lands	MDO	After decision made in Activity 1
3	Submit survey or descriptive plan to Registrar	MDO	After completion of Activity 2
4	Record such parcel or area of Nunavik Inuit Lands	Registrar	Upon receiving material as per Activity 3
5	Issue separate certificate of title to the MDO in the form set out in Schedule 8-4	Registrar	As soon as practicable after Activity 4
6	Record any interest granted by the MDO in relation to such parcel or area of Nunavik Inuit Lands	Registrar	Upon notification by the MDO that such an interest has been granted to another Party by the MDO

OBLIGATIONS ADDRESSED:

8.4.2 A MDO may, without any requirement for a referendum, grant a lease, license or any other interest less than fee simple for a term of less than 75 years.

8.7.6 The MDO may parcel out one or more area of Nunavik Inuit Lands by way of a survey, descriptive plan or similar process approved by the Surveyor General. The Registrar shall, in the ordinary course of operations and without charge or formalities, record such parcel or area of Nunavik Inuit Lands and issue therefore a separate certificate of title to the MDO in the form set

out Schedule 8-4, and shall thereafter record without charge or formalities any interest granted therein by the MDO.

RELATED CLAUSES:

- 8.1.1 “Registrar” means “Registrar” as defined in the *Nunavut Land Titles Act*
 - 8.2 definition of Nunavik Inuit Lands
 - 8.3.3 Nunavik Inuit Title deemed to be held in fee simple title
 - 8.3.4 Nunavik Inuit Lands held for and on behalf of all Nunavik Inuit
 - 8.7.5 Government not responsible for the costs of surveys associated with the leasing or subdivision of Nunavik Inuit Lands.
- Schedule 8-4 - form for issuing certificate of title
Article 22 - definition of MDO - Makivik Designated Organization

FUNDING:

1. The costs related to preparing any survey, descriptive plan or other process with regard to parcelling out one or more areas of Nunavik Inuit Land is the responsibility of the MDO.
2. Recording of the parcels of land and any interests granted therein by the MDO, and issuing any separate certificates of title to such parcels of land, is to be done by the Registrar in the ordinary course of operations and without charge or formalities to the MDO .

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 3 of this sheet, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O Box 1000 Station 570

NUNAVIK INUIT LANDS**Sheet # 8 - 5**

PROJECT: Change of title to Nunavik Inuit Lands from one MDO to another MDO

RESPONSIBILITIES: Makivik Designated Organization (MDO); Government of Nunavut - Registrar (Registrar)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to grant any interest in Nunavik Inuit Lands to another MDO	MDO	At discretion after effective date
2	Provide notice to the Registrar that another MDO has full authority in respect of those lands referred to in Activity 1	MDO	After making the decision in Activity 1
3	Record the change in title	Registrar	After receiving notice in Activity 2
4	Issue new certificate of title in the name of the other MDO in the form set out in Schedule 8-4.	Registrar	Within 30 days of receipt of the notification as per Activity 2

OBLIGATIONS ADDRESSED:

8.4.3 A MDO may, without any requirement for a referendum, grant any interest in Nunavik Inuit Lands to another MDO.

8.7.7 A notice to the Registrar referencing this section from a MDO in which title to Nunavik Inuit Lands is vested that another MDO has full authority in respect of those lands shall be dealt with in all respects as if it were a grant of title from the former MDO to the other MDO, and the Registrar shall, within 30 days and without charge, issue therefor a new certificate of title in the name of the other MDO in the form set out in Schedule 8-4.

RELATED CLAUSES:

8.1.1 “Registrar” means “Registrar” as defined in the *Nunavut Land Titles Act*

8.2 definition of Nunavik Inuit Lands

8.3.3 Nunavik Inuit Title deemed to be held in fee simple title

8.3.4 Nunavik Inuit Lands held for and on behalf of all Nunavik Inuit

Schedule 8-4 - form for issuing certificate of title

Article 22 - definition of MDO - Makivik Designated Organization

FUNDING:

1. Any costs related to recording the change in title and issuing the new certificate of title in the name of the other MDO are to be met within the ordinary course of the Registrar's operations and without charge or formalities to the MDO.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 2 above, the required notification should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O Box 1000 Station 570

NUNAVIK INUIT LANDS**Sheet # 8 - 6****PROJECT:** Clean-up of contaminated sites on Nunavik Inuit Lands**RESPONSIBILITIES:** Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (DIAND - NAP); Makivik**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Undertake the clean-up of contaminated sites identified in Schedule 8A	DIAND - NAP	When contaminated sites are identified in Schedule 8A and in accordance with clean-up program schedule
2	Notify the other party if a contaminated site is identified on Nunavik Inuit lands which is believed to have existed on the effective date but which was not included in Schedule 8A.	Makivik, DIAND - NAP	As soon as possible after identification of the site
3	Seek to reach agreement on whether a contaminated site on Nunavik Inuit lands is considered to have been contaminated on the effective date	Makivik,DIAND - NAP	As soon as possible following notification under Activity 2
4	Submit the issue for resolution in accordance with Article 24	Makivik,DIAND - NAP	If there is failure to reach agreement under Activity 3
5	Amend Schedule 8A in accordance with 8.8.2 or 8.8.3	Makivik,DIAND - NAP	Following agreement of the parties as per Activity 3 or as determined from the resolution process under Activity 4

OBLIGATIONS ADDRESSED:

8.8.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in the NMR, the program shall apply to such sites on Nunavik Inuit lands that are listed in Schedule 8A of this Article as if the lands were Crown lands.

- 8.8.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with Article 24 by a party. If a dispute goes to an arbitrator in accordance with Article 24 and if the arbitrator confirms that a site existed on the effective date, the list in Schedule 8A shall be considered to have been amended to include that site.
- 8.8.4 Government shall be responsible for the costs associated with any clean-up under section 8.8.1 on Nunavik Inuit Lands. This provision shall not prevent government from recovering from the person responsible for the contamination any costs associated with the clean-up of Nunavik Inuit Lands under section 8.8.1.

RELATED CLAUSES:

- 8.1.1 - “Registrar” means “Registrar” as defined in the *Nunavut Land Titles Act*
- 8.2 - definition of Nunavik Inuit Lands
- 8.3.4 - Nunavik Inuit Lands held for and on behalf of all Nunavik Inuit
- 8.8.5 - no compensation for damages which may be caused by clean-up
- 8.8.6 - Government not liable for damages from contaminated sites
- Schedule 8A - list of contaminated sites on Nunavik Inuit Lands as of the effective date
- Article 24 - dispute resolution mechanism

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. After the effective date, the parties may agree that a site not listed in Schedule 8A was a contaminated site on the effective date and, upon consent of the parties, the list in Schedule 8A shall be considered to have been amended to include that site. (8.8.2)
2. Government shall be responsible for the costs associated with any clean-up under Section 8.8.1 on Nunavik Inuit Lands. (8.8.4)
3. The Government may recover from the person responsible for the contamination any costs associated with the clean-up of Nunavik Inuit Lands under section 8.8.1. (8.8.4)
4. There shall be no compensation payable for damage which may be caused to Nunavik Inuit Lands as a result of the clean-up of Nunavik Inuit Lands under section 8.8.1 (8.8.5)

NUNAVIK INUIT LANDS**Sheet # 8 - 7****PROJECT:** **Transfer of title of contaminated site on Akpatok Island****RESPONSIBILITIES:** Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (DIAND - NAP); Makivik; Canada - Natural Resources (NRCan); Government of Nunavut - Registrar (Registrar)**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Agree on the transfer of title to the site on Akpatok Island, as described in Schedule 8-1 D, parcel 3, to have the site included within Nunavik Inuit Lands	Makivik, DIAND - NAP	If the site as described in Schedule 8-1 D, parcel 3 is cleaned up
2	Prepare a survey or descriptive plan of the site on Akpatok Island to be transferred to Makivik	DIAND - NAP, NRCan	In discussion with Makivik after reaching agreement under Activity 1
3	Submit survey or descriptive plan to Registrar	DIAND - NAP	After completion of Activity 2
4	Record the site as included within Nunavik Inuit lands	Registrar	Upon receiving material under Activity 3
5	Issue certificate of title to Makivik for the site	Registrar	As soon as practicable after Activity 5

OBLIGATIONS ADDRESSED:

8.8.7 The Government of Canada has identified a contaminated site on Akpatok Island as per Schedule 8-1, D, parcel 3.

8.8.8 If the site referred to in section 8.8.7 is cleaned up, the Government of Canada shall transfer the said site to the MDO as Nunavik Inuit Lands.

RELATED CLAUSES:

8.1.1 - "Registrar" means "Registrar" as defined in the *Nunavut Land Titles Act*

- 8.2 - definition of Nunavik Inuit Lands
- 8.3.4 - Nunavik Inuit Lands held for and on behalf of all Nunavik Inuit
- 8.8.5 - no compensation for damages which may be caused by clean-up
- 8.8.6 - Government not liable for damages from contaminated sites
- Schedule 8A - list of contaminated sites on Nunavik Inuit Lands as of the effective date
- Article 24 - dispute resolution mechanism

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 3 above, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O Box 1000 Station 570

2. There are 3 surveys required for Akpatok Island, 2 for CWS selections and 1 for the contaminated site on the island. This latter is Parcel 3, encompassing the abandoned exploration camp site north of Gregson Creek at approximate 60° 25' 35" N latitude and 68° 20' 01" W longitude.

ARTICLE 11 - PROTECTED AREAS

Sheet # 11 - 1

PROJECT: Establishment of and amendment of boundaries of protected areas**RESPONSIBILITIES:** Canada - Parks Canada Agency (PCA); Canada - Canadian Wildlife Services (CWS); Government of Nunavut - Department of Environment (GN - DOE); Makivik Designated Organization (MDO); Nunavik Marine Region Wildlife Board (NMRWB)**PARTICIPANT/LIAISON:** Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Propose establishment or amendment of boundaries of a protected area	PCA, CWS, GN - DOE or MDO	At discretion after effective date
2	Respond to proposal in Activity 1	PCA or CWS or GN - DOE	Within a reasonable period of time after making the proposal
3	Develop the proposal to establish or amend boundaries of a protected area	PCA or CWS or GN - DOE	At discretion, or in response to proposal by a party
4	Notify the MDO and the NMRWB, in writing, of the proposal for a protected area, in sufficient form and detail to allow the MDO and the NMRWB to prepare their views on the matter; provide additional information if requested	PCA or CWS or GN - DOE	As required
5	Provide a reasonable period of time in which the MDO and the NMRWB may review the information and prepare their views on the matter and provide an opportunity to present their views on the proposal	PCA or CWS or GN - DOE	Within a reasonable period of time after notification given as per Activity 4
6	Present views on the proposal	MDO, NMRWB	Within reasonable period of time as provided for in Activity 5
7	Give full and fair consideration on any views presented	PCA or CWS or GN - DOE	After presentation of views on the matter and before passing or amending legislation

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Make decision on the proposal for a protected areas and notify the MDO of the decision	PCA or CWS or GN - DOE	After giving full and fair consideration to views received
9	Except for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves, seek approval of the MDO and the NMRWB	PCA or CWS or GN - DOE	After making decision
10	Proceed in accordance with the decision taken	PCA or CWS or GN - DOE	After receiving approval of the MDO and the NMRWB
11	Make available Inuktitut translations of its publications that are aimed at informing the Canadian public about protected areas	PCA or CWS or GN - DOE	At discretion after establishment of a protected area
12	Make equally prominent in Inuktitut and in one or more of Canada's official languages any information disseminated or communicated to the public in a protected area	PCA or CWS or GN - DOE	As appropriate in the process of operating a protected area
13	Recognize Nunavik Inuit history and presence in the protected area	PCA or CWS or GN - DOE	As appropriate in the process of establishing and operating a protected area

OBLIGATIONS ADDRESSED:

- 11.2.1 The establishment of protected areas and the amendment of boundaries of protected areas shall be in conformity with an applicable land use plan, if any.
- 11.2.4 Except for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves, the establishment, disestablishment or changing of the boundaries of protected areas is subject to the approval of the NMRWB pursuant to paragraph 5.2.4(a).
- 11.2.5 In addition to the approval of the NMRWB, as referred to in Section 11.2.4, the establishment, disestablishment or changing of the boundaries of protected areas on Nunavik Inuit Lands is subject to the approval of a MDO.
- 11.7.1 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.

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

RELATED CLAUSES:

- 5.2.4(a) - NMRWB approval required for the establishment, disestablishment, and changes to boundaries of protected areas
- 5.5.4.2 - decisions to take into account the special purposes and policies relating to protected areas
- 11.1.1 - meaning of “Protected area”
- 11.2.7 - in case of emergency with respect to a protected area
- 11.3 - planning and management of protected areas
- 11.4.1 - obligations prior to establishing a protected area
- 11.4.2 - negotiation of an IBA connected to proposed protected area
- 11.4.3 - conciliation if Government and MDO fail to agree on IBA
- 11.4.4 - obligation to conclude an IBA with respect to a protected area
- 11.4.5 - concluding an IBA in case of emergency

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “Protected areas” can be either Federal or Territorial and means any of the following areas, other than a Marine Protected Area, when established in the NMR under legislation:
 - (a) National Marine Conservation Areas;
 - (b) National Marine Conservation Area Reserves;
 - (c) National Parks;
 - (d) National Park Reserves;
 - (e) National Historic Sites when owned and administered by Parks Canada;
 - (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.
2. In case of emergencies, Government may establish, disestablish or change the boundaries of a protected area without consulting a MDO. (Refer to IP Activity Sheet #11 - 2).
3. Land use plans shall not apply within or amend the boundaries of established protected areas. (11.2.2)
4. Project proposals within protected areas are subject to development impact assessments. (11.2.3)

PROTECTED AREAS

Sheet # 11 - 2

PROJECT: Establishment, disestablishment or changing of the boundaries of a protected area in the case of emergency

RESPONSIBILITIES: Canada - Parks Canada Agency (PCA); Canada - Canadian Wildlife Services (CWS); Government of Nunavut - Department of Environment (GN - DOE)

PARTICIPANT/LIAISON: Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish, disestablish, or change boundaries of a protected area without consulting a MDO in the case of emergency	PCA or CWS or GN - DOE	As required in response to an emergency
2	Advise MDO on the necessity of the action and the terms and conditions attached thereto	PCA or CWS or GN - DOE	As soon as possible after establishment, disestablishment, or change of boundaries of a protected area in response to an emergency

OBLIGATIONS ADDRESSED:

11.2.7 Notwithstanding Section 11.2.6, in the case of emergency, Government may establish, disestablish or change the boundaries of a protected area without consulting a MDO. Government shall advise the MDO as soon as possible after the establishment, disestablishment or changing of the boundaries of the protected area on the necessity of the action and the terms and conditions attached thereto.

RELATED CLAUSES:

- 5.5.4.2 - decisions to take into account the special purposes and policies relating to protected areas
- 11.1.1 - meaning of "Protected area"
- 11.2.1 - protected areas and conformity with applicable land use plan
- 11.2.2 - land use plans do not apply in established protected areas
- 11.2.3 - development impact assessment applies to project proposals in protected area
- 11.2.4 - approval of NMRWB
- 11.2.5 - approval of a MDO
- 11.2.6 - consultation with a MDO
- 11.3 - Planning and Management of protected areas

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Canada and GN will inform each other should they decide to initiate action with respect to a protected area in case of an emergency.

PROTECTED AREAS

Sheet # 11 - 3

PROJECT: Consultation on the establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves in the NMR

RESPONSIBILITIES: Canada - Parks Canada Agency (PCA); Makivik Designated Organization (MDO)

PARTICIPANT/LIAISON: Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, of intent to consult on the establishment, disestablishment, or changing of the boundaries of a National Park, National Park Reserve, National Marine Conservation Area and National Marine Conservation Area Reserve in the NMR in sufficient form and detail to allow the MDO to prepare their views on the matter; provide additional information if requested	PCA	As required after the effective date
2	Provide a reasonable period of time in which the MDO may review the information and prepare its views on the matter and provide an opportunity to present its views	PCA	Within a reasonable period of time after notification given as per Activity 1
3	Present views on the matter	MDO	Within reasonable period of time as provided for in Activity 2
4	Give full and fair consideration on any views presented	PCA	After presentation of views on the matter and before passing or amending legislation
5	Make decision on the establishment, disestablishment, or changing of the boundaries of a National Park, National Park Reserve, National Marine Conservation Area and National Marine Conservation Area Reserve in the NMR and inform the MDO	PCA	After giving full and fair consideration to views received

6	Inform the MDO	PCA	In accordance with decision taken
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OBLIGATIONS ADDRESSED:

11.2.6 The establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves shall be done in consultation with a MDO.

RELATED CLAUSES:

11.2.4 - approval of NMRWB not required

11.2.7 - in case of emergency with respect to a protected area

11.8.1 - recognition of Nunavik Inuit history when creating a protected area

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "Protected area" means any of the following areas, other than a Marine protected area, when established in the NMR under legislation:
 - (a) National Marine Conservation Areas;
 - (b) National Marine Conservation Area Reserves;
 - (c) National Parks;
 - (d) National Park Reserves;
 - (e) National Historic Sites when owned and administered by Parks Canada;
 - (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.

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

PROTECTED AREAS

Sheet # 11 - 4

PROJECT: Consultation by Government of a MDO in the planning and management of protected areas

RESPONSIBILITIES: Canada - Parks Canada Agency (PCA); Canada - Canadian Wildlife Services (CWS); Government of Nunavut - Department of Environment (GN - DOE); Makivik Designated Organization (MDO)

PARTICIPANT/LIAISON: Nunavik Inuit; Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, of intent to consult on the planning and management of a protected area in sufficient form and detail to allow the MDO to prepare their views on the matter; provide additional information if requested	PCA or CWS; GN - DOE	As required after the effective date
2	Provide a reasonable period of time in which the MDO may review the information and prepare its views on the matter and provide an opportunity to present its views	PCA or CWS; GN - DOE	Within a reasonable period of time after notification given as per Activity 1
3	Present views on the matter	MDO	Within reasonable period of time as provided for in Activity 2
4	Give full and fair consideration on any views presented	PCA or CWS; GN - DOE	After presentation of views on the matter and before passing or amending legislation
5	Make decision(s) on the planning and management of a protected area and notify the MDO of the decision(s)	PCA or CWS; GN - DOE	After giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

11.3.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of protected areas. Accordingly, in addition to all other rights and benefits in this Article, a MDO shall be consulted in the planning and management of protected areas.

RELATED CLAUSES:

- 5.5.4.2 - decisions to take into account the special purposes and policies relating to protected areas
- 11.3.2 - establishment of management advisory committee
- 11.3.4 - committee advising on all matters related to management of protected areas

PROTECTED AREAS

Sheet # 11 - 5

PROJECT: Establishment and operation of a joint Nunavik Inuit/Government management advisory committee for each protected area

RESPONSIBILITIES: Canada - Parks Canada Agency (PCA); Canada - Canadian Wildlife Service (CWS); Government of Nunavut - Department of Environment (GN - DOE); Makivik Designated Organization (MDO); Minister - Parks Canada Agency (PCA - Minister); Minister of Environment - Government of Nunavut (GN - DOE - Minister); Canada - Minister of Environment - Canadian Wildlife Service (CWS - Minister); Nunavik Inuit/ Government management advisory committee (Committee)

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board; Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request establishment of a joint Nunavik Inuit/Government management advisory committee ("Committee")	PCA or CWS or GN - DOE or MDO	At discretion as part of the negotiation of an Impact Benefits Agreement for a protected area
2	Nominate members for the Committee	PCA or CWS or GN - DOE; MDO	After request is made to establish the committee
3	Appoint an equal number of nominees as members of the committee	PCA - Minister or CWS - Minister or GN - DOE - Minister; MDO	As soon as possible after nomination of members
4	Advise the Minister or Minister's designate, the NMRWB, or other agencies on all matters related to the management of protected areas	Committee	Ongoing as deemed appropriate
5	Prepare an annual operating budget	Committee	Within reasonable time prior to the beginning of a new fiscal year
6	Forward budget for consideration and approval by Government	Committee	Prior to the beginning of the new fiscal year
7	Pay the approved annual operating expenses of the committee	PCA or CWS or GN - DOE	Based on approved budget

OBLIGATIONS ADDRESSED:

- 11.3.2 A joint Nunavik Inuit/Government management advisory committee ("committee") shall be established through an Impact and Benefits Agreement for each protected area when requested either by Government or a MDO.
- 11.3.3 If established, the committee shall consist of equal numbers of members appointed by the appropriate MDO and the appropriate Minister.
- 11.3.4 A committee may advise the Minister or the Minister's designate, the NMRWB, or other agencies, as it deems appropriate, on all matters related to protected areas management.
- 11.3.6 Each committee shall prepare an annual operating budget to be forwarded to Government for consideration and approval. Government shall pay the approved annual operating expenses of the committee.

RELATED CLAUSES:

- 5.5.4.2 - decisions to take into account the special purposes and policies relating to protected areas
- 11.3.1 - MDO to be consulted in the planning and management of protected areas
- 11.3.5 - committee makes recommendations on management plans for protected areas

FUNDING:

- 1. The Government shall pay the approved annual operating expenses of the management advisory committee if and when it is established.
- 2. The amount of the funding will be negotiated in the associated protected area's Impacts and Benefits Agreement.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. A management advisory committee would only be established for a protected area when requested either by Government or a MDO.

PROTECTED AREAS

Sheet # 11 - 6

PROJECT: Development of management plans for a protected area**RESPONSIBILITIES:** Canada - Parks Canada Agency (PCA); Government of Nunavut - Department of Environment (GN - DOE); Nunavik Inuit/Government management advisory committee (Committee); Minister - Parks Canada Agency (PCA - Minister); Canada - Minister of Environment - Canadian Wildlife Service (CWS - Minister); Minister of Environment - Government of Nunavut (GN - DOE - Minister);**PARTICIPANT/LIAISON:** Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate process to develop management plans for a protected area	PCA or CWS or GN - DOE	Within five years of the establishment of a protected area
2	Make recommendations for management plans of a protected area	Committee	During development of the plan
3	Take into account the recommendations of other interested persons and bodies when making recommendations for management plans of a protected area	PCA or CWS or GN - DOE	During development of the plan
4	Review the management plan and forward to the Minister for consideration and approval	Committee	As required after the plan is finalized
5	Provide for the review and revision of the plan	PCA or CWS or GN - DOE	During development of the plan
6	Consider and approve the plan	PCA - Minister or CWS - Minister or GN - DOE Minister	After the committee has forwarded the plan
7	Review and revise plan	PCA or CWS or GN - DOE	Ongoing as required after approval of the plan

OBLIGATIONS ADDRESSED:

11.3.5 Management plans for a protected area shall be developed by Government within five (5) years of the establishment of the protected area. Such plans shall be based on the recommendations of the committee where such a committee is established, taking into account the recommendations of other interested persons and bodies. Upon review by the committee, such plans shall be forwarded to the Minister for consideration and approval. Such plans shall be reviewed and may be revised as provided in the plan.

RELATED CLAUSES:

- 5.5.4.2 - decisions to take into account the special purposes and policies relating to protected areas
- 11.3.1 - involvement of Nunavik Inuit and consultation with MDO
- 11.3.2 - establishment of management advisory committee
- 11.3.3 - the committee shall consist of equal numbers of members
- 11.3.4 - committee advising on all matters related to management of protected areas

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The procedures for the ongoing review and revision of management plans for protected areas will be set out in the management plan and will be done by Government.

PROTECTED AREAS

Sheet # 11 - 7

PROJECT: Negotiation of Impact and Benefit Agreements (IBAs) for a protected area

RESPONSIBILITIES: Canada - Parks Canada Agency (PCA); Canada - Canadian Wildlife Service (CWS); Government of Nunavut - Department of Environment (GN - DOE); Makivik Designated Organization (MDO); Conciliator; Minister - Parks Canada Agency (PCA - Minister); Canada - Minister of Environment - Canadian Wildlife Service (CWS - Minister); Minister of Environment - Government of Nunavut (GN - DOE - Minister);

PARTICIPANT/LIAISON: Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Submit a request to the MDO with a view to negotiating an IBA for a protected area in compliance with Sections 11.4.2 and 11.4.3	PCA or CWS or GN - DOE	At discretion prior to establishing a protected area
2	Provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated	PCA or CWS or GN - DOE	As soon as reasonable after request has been submitted in Activity 1
3	Appoint negotiating representatives	PCA or CWS or GN - DOE; MDO	As soon as practicable after provisions have been made in Activity 2
4	Enter into negotiations concerning the subject matters set out in Sections 11.4.2 and 11.4.3 and, in particular, the matters identified in Schedule 11-1 and Schedule 11-2	PCA or CWS or GN - DOE; MDO	As soon as practicable after the appointment of negotiating representatives
5	Enter into agreement on the terms of an IBA	PCA or CWS or GN - DOE; MDO	If agreement reached
6	Select a conciliator if the negotiating parties cannot agree on the terms of an IBA	PCA or CWS or GN - DOE; MDO	Within 180 days or such further period of time as the parties may agree
7	Initiate and conclude conciliation process	Conciliator; PCA or CWS or GN - DOE; MDO	As soon as practicable and as agreed by the negotiating parties

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Submit a report for consideration by the Government and the MDO	Conciliator	As soon as practicable and as agreed by the negotiating parties
9	If there is no agreement following conciliation, submit separate reports on terms of an IBA to the Minister	Conciliator; PCA or CWS or GN - DOE; MDO	Following conciliation
10	Consider the separate reports received and make a decision on the terms of the IBA	PCA - Minister or CWS - Minister or GN - DOE Minister	Prior to the establishment of the protected area.
11	Renegotiate every IBA	PCA or CWS or GN - DOE, MDO	At least every seven years except where an IBA in good standing indicates otherwise

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 11.1.2 - remuneration and expenses incurred by the conciliator shall be borne by Canada
- 11.4.4 - obligation to conclude an IBA
- 11.4.4 (a) - does not apply to protected area where no detrimental impact
- 11.4.4 (b) - protected area re-established for different purpose

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In cases of emergency, such as the establishment of a critical wildlife area, the IBA may be concluded immediately following, rather than prior to, the establishment of the protected area..(11.4.5)

PROTECTED AREAS

Sheet # 11 - 8

PROJECT: Planning and management of Marine Protected Areas**RESPONSIBILITIES:** Canada - Department of Fisheries and Oceans (DFO); Nunavik Marine Region Wildlife Board (NMRWB); Nunavik Inuit**PARTICIPANT/LIAISON:** Makivik; Government of Nunavut - Department of Environment; Canada - Parks Canada Agency

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Nunavik Inuit of any proposal to establish a Marine Protected Area or amend the boundaries of an existing Marine Protected Area	DFO	At discretion after the effective date when planning a Marine Protected Area or managing an existing Marine Protected Area
2	Respond to the proposal in Activity 1	Nunavik Inuit, NMRWB	Within a reasonable period of time after making the proposal
3	Develop the proposal to establish or amend boundaries of a Marine Protected Area	DFO	At discretion, or in response to proposal by a party
4	Notify the NMRWB, in writing, of the proposal for a Marine Protected Area, in sufficient form and detail to allow the NMRWB to prepare their views on the matter; provide additional information if requested	DFO	As required
5	Provide a reasonable period of time in which the NMRWB may review the information and prepare their views on the matter and provide an opportunity to present their advice on the proposal	DFO	Within a reasonable period of time after notification given as per Activity 4
6	Present views on the proposal	NMRWB, Nunavik Inuit	Within reasonable period of time as provided for in Activity 5

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Give full and fair consideration on any views presented	DFO	After presentation of views on the matter and before passing or amending legislation
8	Make decision on the proposal for a Marine Protected Area and notify the NMRWB of the decision	DFO	After giving full and fair consideration to views received
9	Seek approval of the NMRWB	DFO	After making decision
10	Proceed with the decision taken under Activity 9	DFO	After receiving approval of the NMRWB
11	Make available Inuktitut translations of its publications that are aimed at informing the Canadian public about Marine Protected Areas	DFO	At discretion after establishment of a Marine Protected Area
12	Make equally prominent in Inuktitut and in one or more of Canada's official languages any information disseminated or communicated to the public in a Marine Protected Area	DFO	As appropriate in the process of operating a Marine Protected Area
13	Recognize Nunavik Inuit history and presence	DFO	As appropriate in the process of establishing and operating a Marine Protected Area

OBLIGATIONS ADDRESSED:

- 11.5.1 Government and Makivik agree to the general desirability of involving Nunavik Inuit in the planning and management of Marine Protected Areas.
- 11.5.2 The establishment of Marine Protected Areas and the amendment of boundaries of Marine Protected Areas shall be in conformity with an applicable land use plan, if any.
- 11.5.5 The establishment, disestablishment or changing of the boundary of a Marine Protected Area is subject to the approval of the NMRWB pursuant to paragraph 5.2.4 (a).
- 11.5.6 Where Government and the NMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in Part 11.5, first require the development of:
- (a) a management plan for the Marine Protected Area; and
 - (b) a Marine Protected Area agreement.

- 11.5.7 For greater certainty, and except as provided for in section 11.5.11, a Marine Protected Area cannot be established without the agreement of Government and the NMRWB.
- 11.7.1 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.
- 11.8.1 Appropriate recognition shall be made of Nunavik Inuit history and presence as part of the process of the establishment and operation of a protected area or Marine Protected Area.

RELATED CLAUSES:

- 5.2.4 (a) - NMRWB approval required for the establishment, disestablishment, and changes to boundaries of Marine Protected Areas
- 11.5.3 - land use plans do not apply to established Marine Protected Areas
- 11.5.11 - establishment of Marine Protected Areas in case of emergency

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A "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.
2. In case of emergencies, Government may create a Marine Protected Area without following the process set out in Section 11.5. See IP Activity #11 - 11.
3. Land use plans shall not apply to or within the boundaries of established Marine Protected Areas (11.5.3).
4. Project proposals within Marine Protected Areas are subject to development impact assessments (11.5.4).

PROTECTED AREAS

Sheet # 11 - 9

PROJECT: Development of management plans for a Marine Protected Area**RESPONSIBILITIES:** Canada - Department of Fisheries and Oceans (DFO); Nunavik Marine Region Wildlife Board (NMRWB); Conciliator; Minister - Department of Fisheries and Oceans (Minister - DFO)**PARTICIPANT/LIAISON:** Nunavik Inuit; Makivik; Canada - Parks Canada Agency; Government of Nunavut - Department of Environment;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate the process for developing a management plan for a Marine Protected Area	DFO	Prior to the establishment of a Marine Protected Area
2	Develop and agree on the contents of a management plan	DFO, NMRWB	As required
3	If unable to agree on the contents of a management plan, enter into conciliation	DFO, NMRWB	As soon as practicable after not agreeing
4	Agree on the selection of a conciliator	DFO, NMRWB	Within a time frame as the parties may agree
5	If there is no agreement on the selection of a conciliator, the Minister may select a conciliator	DFO - Minister	As soon as practicable
6	Initiate and conclude conciliation process	Conciliator, DFO, NMRWB	As soon as practicable after selection of the conciliator
7	If there is no agreement following conciliation, submit separate reports to the Minister	Conciliator, DFO, NMRWB	Following conciliation
8	Consider the separate reports received and make a decision on the contents of the management plan	DFO - Minister	After considering the submitted reports

OBLIGATIONS ADDRESSED:

11.5.6 Where Government and the NMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in section 11.5, first require the development of:

- (a) a management plan for the Marine Protected Area;
- (b) ...

11.5.8 Where Government and the NMRWB are unable to agree on the contents of the management plan, the parties shall enter into conciliation. In the event that Government and the NMRWB cannot agree on the selection of a conciliator, the Minister may select a conciliator. If Government and the NMRWB cannot agree on the content of the management plan following the conciliation, the conciliator, Government and the NMRWB shall each submit a separate report to the Minister for the Minister's consideration and decision on the contents of the management plan.

RELATED CLAUSES:

11.5.1 - desirability of involving Nunavik Inuit in the planning and management of Marine Protected Areas

PROTECTED AREAS**Sheet # 11 -10****PROJECT:** Negotiation of a Marine Protected Area agreement**RESPONSIBILITIES:** Canada - Department of Fisheries and Oceans (DFO); Nunavik Marine Region Wildlife Board (NMRWB); Conciliator; Minister - Department of Fisheries and Oceans (Minister - DFO); Makivik**PARTICIPANT/LIAISON:** Nunavik Inuit; Makivik; Canada - Parks Canada Agency; Government of Nunavut - Department of Environment;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Agree to establish a Marine Protected Area	DFO, NMRWB	As required
2	Submit a request to Makivik with a view to negotiating a Marine Protected Area agreement in compliance with Section 11.5.9	DFO	At discretion prior to establishing a Marine Protected Area
3	Provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated	DFO	As soon as reasonable after request has been submitted in Activity 2
4	Unless otherwise agreed, appoint negotiating representatives	DFO, Makivik	As soon as practicable after provisions have been made in Activity 3
5	Enter into negotiations according to the process set out in Section 11.5.9 and, in particular, those matters set forth in Schedule 11-3	DFO, Makivik	As soon as practicable after the appointment of negotiating representatives
6	Enter into agreement	DFO, Makivik	If agreement reached
7	Agree on the selection of a conciliator if the negotiating parties are unable to achieve an agreement through negotiation	DFO, Makivik	Within a time frame as the parties may agree
8	If there is no agreement on the selection of a conciliator by the negotiating parties, the Minister may select a conciliator	Minister - DFO	As soon as practicable
9	Initiate and conclude conciliation process	Conciliator, DFO, Makivik	As soon as practicable after selection of the conciliator

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
10	If there is no agreement following conciliation, submit separate reports to the Minister	Conciliator, DFO, Makivik	Following conciliation
11	Consider the separate reports received and make recommendation to the parties on the matters set forth in Schedule 11-3	Minister - DFO	Prior to the establishment of a Marine Protected Area
12	Establish a Marine Protected Area in accordance with the process set out in Activity sheet # 11- 8	DFO	As set forth in Activity sheet # 11 - 8

OBLIGATIONS ADDRESSED:

11.5.6 Where Government and the NMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in section 11.5, first require the development of:

- (a) ...
- (b) a Marine Protected Area agreement.

11.5.9 Prior to the establishment of a Marine Protected Area, Government and Makivik, unless they otherwise agree, shall attempt to negotiate a Marine Protected Area agreement with respect to those matters set forth in Schedule 11-3. Where Government and Makivik are unable to achieve an agreement through negotiation, they shall enter into conciliation. In the event that Government and Makivik cannot agree on the selection of a conciliator, the Minister may select a conciliator. If Government and Makivik cannot agree to a Marine Protected Area agreement following conciliation, the conciliator, Government and Makivik shall each submit a separate report to the Minister for the Minister's consideration and recommendation to the parties on the matters set forth in Schedule 11-3.

RELATED CLAUSES:

11.5.10 - failure to achieve a Marine Protected Area agreement

PROTECTED AREAS

Sheet # 11 - 11

PROJECT: Establishment of a Marine Protected Area in cases of emergency**RESPONSIBILITIES:** Canada - Department of Fisheries and Oceans (DFO)**PARTICIPANT/LIAISON:** Nunavik Marine Region Wildlife Board; Makivik; Government of Nunavut - Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Create a Marine Protected Area without following the process set out in Part 11.5	DFO	As required in response to an emergency
2	Advise MMRWB on the necessity of the action and the terms and conditions attached to the Marine Protected Area	DFO	As soon as possible after creating the Marine Protected Area

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 11.5 - process for planning, establishing and managing a Marine Protected Area
- 11.6.1 - Nunavik Inuit rights of access and use of a Marine Protected Area
- 11.7.1 - Inuktitut and other official language translation of publications
- 11.8.1 - recognition of Nunavik Inuit history and presence

PROTECTED AREAS

Sheet # 11 - 12

PROJECT: Inuktitut translations of publications about protected areas and Marine Protected Areas

RESPONSIBILITIES: Canada - Department of Fisheries and Oceans (DFO); Canada - Canadian Wildlife Services (CWS); Canada - Parks Canada Agency (PCA)

PARTICIPANT/LIAISON: Nunavik Marine Region Wildlife Board; Makivik;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make available Inuktitut translations of its publications that are aimed at informing the Canadian public about protected areas and Marine Protected Areas	DFO, CWS, PCA	As required
2	Disseminate or communicate information equally prominent in Inuktitut and in one or more of Canada's official languages to the public within any protected area and any Marine Protected Area	DFO, CWS, PCA	As required

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 11.1.1 - meaning of "protected area"
- 11.2.1 - Protected areas and conformity with applicable land use plan
- 11.3 - Planning and Management of protected areas
- 11.5 - process for planning, establishing and managing a Marine Protected Area
- 11.6.1 - Nunavik Inuit rights of access and use of a Marine Protected Area
- 11.8.1 - recognition of Nunavik Inuit history and presence

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Translations into Inuktitut of publications referred to in 11.7.1 are those related specifically to protected areas and Marine Protected Areas in the NMR.

ARTICLE 12 - ENTRY AND ACCESS

Sheet # 12 - 1

PROJECT: Provision of consent to persons other than Nunavik Inuk for access to Nunavik Inuit Lands

RESPONSIBILITIES: Makivik Designated Organisation (MDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish a process for providing consent to persons, other than a Nunavik Inuk or Inuit, for access to Nunavik Inuit Lands	MDO	As soon as possible after effective date and ongoing thereafter.
2	Make information about the process for obtaining consent to enter, cross or remain on Nunavik Inuit Lands available to those persons who may seek access	MDO	After establishing a process under Activity 1

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

12.2 - Public Access to Nunavik Inuit Lands

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Consent is not required for a Nunavik Inuk and Nunavik Inuit who may enter, cross or remain on Nunavik Inuit Lands year-round. (12.1.2)
2. Enforcement will be pursuant to general laws of trespass.

ENTRY AND ACCESS

Sheet # 12 - 2

PROJECT: Agreement on the removal of the right to access and cross Nunavik Inuit Lands

RESPONSIBILITIES: Makivik Designated Organisation (MDO); Canada - Department of Indian Affairs and Northern Development (DIAND); Government of Nunavut - Department of Environment (GN - DOE)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Propose guidelines and procedures to remove public rights of access and crossing on Nunavik Inuit Lands where the MDO requires exclusive possession	MDO	At discretion after the effective date
2	Enter into discussions on the proposed guidelines and procedures	MDO, DIAND, GN - DOE	As soon as reasonable after proposal made in Activity 1
3	Reach agreement on the guidelines and procedures for confirming exclusive possession	MDO, DIAND, GN - DOE	Following discussions
4	Designate routes on Nunavik Inuit Lands for public crossing for the purpose of personal or casual travel	MDO	At discretion

OBLIGATIONS ADDRESSED:

12.2.3 Where the MDO requires exclusive possession, the right of access referred to in Section 12.2.1 and the right to cross Nunavik Inuit Lands referred to in Section 12.2.6 may be removed with the agreement of the MDO and Government.

12.2.1 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.

12.2.6 Members of the public may cross Nunavik Inuit Lands for the purpose of personal or casual travel, such as to go to or from their place of work or to or from a place of recreation. Whenever possible, crossings shall take place on routes designated by the MDO. The right to cross shall include the right to make any necessary stops.

RELATED CLAUSES:

- 12.1.1 - MDO consent to non-Nunavik Inuk to enter, cross or remain on Nunavik Inuit Lands.
- 12.2.2 - No establishment of camps or structures other than temporarily
- 12.2.4 - Public right to enter and remain on Nunavik Inuit Lands in case of emergency
- 12.2.5 - Right to enter Nunavik Inuit Lands for campaigning purposes
- 12.2.7 - Right of access for persons conducting research
- 12.2.8 - Rights of public access subject to conditions
- 12.2.9 - Liability and failure to comply with conditions for rights of access under 12.2
- 12.2.10 - Right of access and payment of fee

ENTRY AND ACCESS

Sheet # 12 - 3

PROJECT: Continuing use or occupancy of Nunavik Inuit lands for government purposes

RESPONSIBILITIES: Canada; Government of Nunavut (GN); Makivik Designated Organisation (MDO)

PARTICIPANT/LIAISON: Department of National Defence; Royal Canadian Mounted Police

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, that government requires the continuous use or occupancy of Nunavik Inuit lands for government purposes	Canada or GN	As soon as possible after it is known that continuous use or occupancy is required
2	Notify government, in writing, whether the MDO wish government to acquire an interest in the lands	MDO	In a timely fashion
3	Seek to reach agreement under 12.3.2 if the MDO expresses a desire to negotiate an agreement	MDO, Canada or GN	Following notification
	<u>OR</u>		
	Seek to acquire the land in accordance with the expropriation process set out in Activity Sheet #12 - 10	Canada or GN	At discretion, following notification, if agreement is not reached
4	Use or occupy land in accordance with conditions of the agreement reached pursuant to 12.3.2 and 12.5	Canada or GN	After an agreement is reached or expropriation

OBLIGATIONS ADDRESSED:

12.3.2 Except for where agents, employees and contractors of Government need access to Nunavik Inuit Lands for the purpose of wildlife management and research, or for the establishment of navigational aids pursuant to section 12.3.11, should Government, the Canadian Forces or the Royal Canadian Mounted Police require continuing use or occupancy of Nunavik Inuit Lands for more than eighteen (18) months, including use of unmanned facilities, the MDO may require Government to obtain an interest in the land.

RELATED CLAUSES:

- 12.2.8 - Conditions for rights of access to Nunavik Inuit Lands
- 12.2.9 - Liability for damages to lands
- 12.2.10 - Rights of access not subject to payment or term or condition
- 12.3.5 - Terms and conditions required for exercising government access
- 12.3.11 - maintain and establish navigational aids by Canada

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Agents, employees and contractors of Government, members of the Canadian Forces and peace officers shall have the right, in accordance with these provisions, to enter, to cross and to remain on Nunavik Inuit Lands to carry out legitimate government purposes relating to the lawful delivery and management of their programs and to carry out duties in accordance with the law of Canada. (12.3.1)
2. Government shall be liable for damages caused to the lands by any person exercising rights pursuant to sections 12.3.1 and 12.3.11 (12.3.3)
3. The MDO does not require Government to obtain an interest in the land where agents, employees and contractors of Government need access to Nunavik Inuit Lands for more than (18) months for the purpose of wildlife management and research or for the establishment of navigational aids pursuant to section 12.3.11.

ENTRY AND ACCESS

Sheet # 12 - 4

PROJECT: Consultation by Government on access to Nunavik Inuit lands in cases where more than insignificant damage may be caused

RESPONSIBILITIES: Canada; Government of Nunavut (GN); Makivik Designated Organizations (MDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, that government requires the use and occupancy of Nunavik Inuit Lands for government purposes and that more than insignificant damage to the land or more than insignificant interference with Nunavik Inuit use and quiet enjoyment of the land may be caused	Canada or GN	As soon as possible after it is known that use or occupancy of the land that may cause more than insignificant damage or interference is known
2	Respond, in writing, to government request	MDO	In a timely fashion
3	Negotiate an agreement regarding the terms and conditions for exercising government access under 12.3.1 or 12.3.11	MDO; Canada or GN	Following MDO response to Government request
4	Ensure that the terms and conditions set out in section 12.3.5 (a), (b) and (c) are included in the negotiated agreement	MDO; Canada or GN	As required
5	Refer matter to arbitration as set out in Article 24 if no agreement can be reached	MDO; Canada or GN	As soon as possible after the parties fail to reach an agreement

OBLIGATIONS ADDRESSED:

12.3.4 In a case where more than insignificant damage may be caused to the land, or where there may be more than insignificant interference with Nunavik Inuit use and quiet enjoyment of the land, Government shall consult the MDO and seek its agreement regarding the terms and conditions for exercising government access under section 12.3.1 or 12.3.11. Where agreement cannot be achieved, the matter shall be referred to arbitration as set out in Article 24. The activities of peace officers, federal investigators and law enforcement officers carrying out duties under the law of Canada shall not be subject to this section.

12.3.5 Without limiting the generality of section 12.3.4, terms and conditions required under that section for exercising government access shall ensure that:

- (a) environmental protection measures are consistent with the provisions of this Agreement;

- (b) information is provided; and
- (c) location, time and duration of access is addressed.

RELATED CLAUSES:

- 12.3.1 - Access for Government employees, members of the Canadian Forces and peace officers
- 12.3.3 - Government liability for damages caused to lands
- 12.3.5 - Terms and conditions for government access under 12.3.4
- 12.3.11- Government maintenance of navigational aids on Nunavik Inuit lands
- 12.3.12 - Government access not subject to payment of fees

ENTRY AND ACCESS

Sheet # 12 - 5

PROJECT: Access to Nunavik Inuit lands for wildlife management and research**RESPONSIBILITIES:** Canada; Government of Nunavut (GN); Nunavik Marine Region Wildlife Board (NMRWB)**PARTICIPANT/LIAISON:** RNUK

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the NMRWB of proposal to access Nunavik Inuit Lands for the purpose of wildlife management and wildlife research	Canada or GN	As required prior to exercising right of access
2	Consult the RNUK regarding the government proposal to access Nunavik Inuit Lands	NMRWB	In a timely fashion
3	Notify government of decision	NMRWB	As soon as possible following Activity 2

OBLIGATIONS ADDRESSED:

12.3.6 Government agents, employees and contractors exercising access pursuant to section 12.3.1 for the purposes of wildlife management and wildlife research shall be subject to the approval of the NMRWB subsequent to consultation with the RNUK.

RELATED CLAUSES:

- 12.3.1 - Access for Government employees, members of the Canadian Forces and peace officers
- 12.3.2 - Requirement for Government to obtain interest in the land except for wildlife management and research
- 13.3.12 - Government access not subject to payment or fees

ENTRY AND ACCESS

Sheet # 12 - 6

PROJECT: Arbitration in the event of damage to Nunavik Inuit Lands**RESPONSIBILITIES:** Canada; Government of Nunavut (GN); Makivik Designated Organization (MDO)**PARTICIPANT/LIAISON:** Arbitrator

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify government of damage done to Nunavik Inuit Lands pursuant to access under Section 12.3.1 or 12.3.11	MDO	As soon as damage is known
2	Attempt to reach agreement regarding compensation for damages	MDO; Canada or GN	As soon as possible after damage is known
3	Submit unsettled matter to arbitration as set out in Article 24	MDO; Canada or GN	As soon as possible after failure to reach agreement

OBLIGATIONS ADDRESSED:

- 12.3.7 In the event that any person exercising access under section 12.3.1 or 12.3.11 causes damage to Nunavik Inuit Lands, and Government and the MDO are unable to agree on compensation for damages, the matter shall be referred to arbitration as set out in Article 24 for the determination of liability and fixing of appropriate compensation.
- 12.3.1 Agents, employees and contractors of Government and members of the Canadian Forces and peace officers shall have the right, in accordance with these provisions, to enter, to cross and to remain on Nunavik Inuit Lands to carry out legitimate government purposes relating to the lawful delivery and management of their programs and to carry out duties in accordance with the law of Canada.
- 12.3.11 Subject to sections 12.3.3, 12.3.4, 12.3.5, and 12.3.7, Government may maintain and establish navigational aids on Nunavik Inuit Lands. Navigation aids shall be the property of Government and may not be interfered with by any person while such aids are on Nunavik Inuit Lands and water on Nunavik Inuit Lands.

RELATED CLAUSES:

- 12.3.1 - Access for Government employees, members of the Canadian Forces and peace officers
- 12.3.3 - Government liability for damages caused to lands
- 12.3.4 - Consult the MDO and seek agreement for exercising access under Section 12.3.1 or

12.3.11.

12.3.5 - Terms and conditions for government access under 12.3.4

12.3.12 - Government access not subject to payment or fees

Article 24 - Dispute Resolution Process

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The dispute resolution and arbitration process is set out in Article 24 of the Nunavik Inuit Land Claims Agreement.

ENTRY AND ACCESS

Sheet # 12 - 7

PROJECT: Access to Nunavik Inuit Lands for the execution of manoeuvres by the Canadian Forces pursuant to section 257 of the *National Defence Act*

RESPONSIBILITIES: Canada - Department of National Defence (DND); Canada - Minister of National Defence (Minister - DND)

PARTICIPANT/LIAISON: Makivik Designated Organization (MDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, that government wishes to exercise right of access for military manoeuvres	DND	Prior to exercising right of access
2	Authorize access to Nunavik Inuit Lands for the execution of manoeuvres by the Canadian Forces pursuant to section 257 of the <i>National Defence Act</i>	Minister - DND	After providing notification to the MDO in Activity 1
3	Provide notice of military manoeuvres, by appropriate publication, to the inhabitants of any area concerned	DND	Prior to commencement of military manoeuvres

OBLIGATIONS ADDRESSED:

12.3.9 The Minister of National Defence may authorize access to Nunavik Inuit Lands for the execution of manoeuvres by the Canadian Forces pursuant to s. 257 of the *National Defence Act* and with the exception of section 12.3.8 nothing in these provisions applies to or affects such access authorized by the Minister of National Defence.

RELATED CLAUSES:

- 12.3.1 - Rights of access for agents, employees and contractors of Government and members of the Canadian Forces and peace officers
- 12.3.2 - Continued use and occupancy of Nunavik Inuit Lands over 18 months
- 12.3.3 Government liable for damages caused to lands by persons exercising rights pursuant to section 12.3.1.
- 12.3.10 - manoeuvres can only occur after negotiation and conclusion of an agreement with the MDO

FUNDING:

1. The rights of access to Nunavik Inuit Lands under Part 12.3, except under section 12.3.2, are not subject to the payment of any fee.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Department of National Defence (DND) has 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. This prevails over sections 12.3.9 and 12.3.10. (12.3.8)
2. The *National Defence Act* section 257 states:
 - (1) For the purpose of training the Canadian Forces, the Minister may authorize the execution of military exercises or movements, referred to in this section as "manoeuvres", over and on such parts of Canada and during such periods as are specified.
 - (2) Notice of manoeuvres shall, by appropriate publication, be given to the inhabitants of any area concerned.
 - (3) Units and other elements of the Canadian Forces may execute manoeuvres on and pass over such areas as are specified under subsection (1), stop or control all traffic thereover whether by water, land or air, draw water from such sources as are available, and do all things reasonably necessary for the execution of the manoeuvres.

ENTRY AND ACCESS

Sheet # 12 - 8

PROJECT: Negotiation of agreements with the MDO for access to and across Nunavik Inuit Lands by manoeuvrers

RESPONSIBILITIES: Makivik Designated Organization (MDO); manoeuvrer

PARTICIPANT/LIAISON: Canada; Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, of wishes to exercise right of access	manoeuvrer	As required
2	Negotiate and conclude an agreement in accordance with section 12.3.10 regarding access to and across Nunavik Inuit Lands	MDO; manoeuvrer	Prior to exercising right of access
4	Provide notice of manoeuvres, by appropriate publication, to the inhabitants of any area concerned	manoeuvrer	Prior to commencement of manoeuvres
3	Amend the agreement	MDO; manoeuvrer	From time to time as deemed necessary

OBLIGATIONS ADDRESSED:

12.3.10 Other than access for those manoeuvrers referred to in section 12.3.9, access to and across Nunavik Inuit Lands for each manoeuvrer shall only occur after the negotiation and conclusion of an agreement with the MDO respecting contact persons, consultation mechanisms and timing thereof and compensation for damages, which agreement may be amended from time to time. Land use fees shall not be charged.

RELATED CLAUSES:

- 12.3.1 - Rights of access for agents, employees and contractors of Government and members of the Canadian Forces and peace officers
- 12.3.2 - Continued use and occupancy of Nunavik Inuit Lands over 18 months
- 12.3.3 - Government liable for damages caused to lands by persons exercising rights pursuant to section 12.3.1.
- 12.3.8 - DND rights to conduct military manoeuvres on Nunavik Inuit Lands
- 12.3.9 - Minister of DND may authorize access to Nunavik Inuit Lands for the execution of military manoeuvres under the *National Defence Act*

FUNDING:

1. The rights of access to Nunavik Inuit Lands under Part 12.3, except under section 12.3.2, are not subject to the payment of any fee, or any term or condition except as provided in Part 12.3. (12.3.12)
2. Land use fees are not to be charged. (12.3.10)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The above excludes access for those manoeuvres referred to in section 12.3.9 (i.e. execution of manoeuvres by the Canadian Forces pursuant to section 257 of the *National Defence Act*).

ENTRY AND ACCESS

Sheet # 12 - 9

PROJECT: Use of Nunavik Inuit Lands for navigational aids**RESPONSIBILITIES:** Canada - Department of Fisheries and Oceans - Canadian Coast Guard (CCG)**PARTICIPANT/LIAISON:** Makivik Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO of any proposal to establish navigational aids in accordance with 12.3.2	CCG	Prior to exercising right of access
2	Establish navigational aids on Nunavik Inuit Lands	CCG	As soon as possible after notification
3	Maintain navigational aids on Nunavik Inuit Lands	CCG	As long as navigational aids are established on Nunavik Inuit Lands

OBLIGATIONS ADDRESSED:

12.3.11 Subject to sections 12.3.3, 12.3.4, 12.3.5, and 12.3.7, Government may maintain and establish navigational aids on Nunavik Inuit Lands. Navigation aids shall be the property of Government and may not be interfered with by any person while such aids are on Nunavik Inuit Lands and water on Nunavik Inuit Lands.

RELATED CLAUSES:

- 12.3.2 - Continuing use and occupancy of Nunavik Inuit Lands for more than 18 months
- 12.3.3 - Government liability for damages caused to lands
- 12.3.4 - Consult the MDO and seek agreement for exercising access under Section 12.3.1 or 12.3.11.
- 12.3.5 - Terms and conditions for government access under 12.3.4

FUNDING:

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

ENTRY AND ACCESS**Sheet # 12 - 10****PROJECT:** Expropriation of Nunavik Inuit Lands**RESPONSIBILITIES:** Makivik Designated Organization (MDO); federal or territorial expropriating authority (expropriating authority); mediation or arbitration committee; Governor-in-Council

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Serve notice of intention to expropriate to the MDO of the need to expropriate an interest in Nunavik Inuit Lands	expropriating authority	As soon as possible once need to expropriate Nunavik Inuit Lands is known
2	Allow MDO to object to the expropriation and an opportunity to be heard on that objection	expropriating authority	On the basis that the expropriating authority has not complied with the expropriation legislation
3	Determine the amount of compensation payable to the MDO by taking into account the elements under 12.4.9	expropriating authority	When determining compensation
4	Offer compensation for expropriated lands in accordance with sections 12.4.5 and 12.4.6	expropriating authority	Once compensation has been determined
5	Consider compensation offer made by the expropriating authority and respond to the offer	MDO	Within reasonable time period specified by expropriating authority
6	Refer the matter to mediation or arbitration in accordance with section 12.4.8	expropriating authority	When MDO and expropriating authority are unable to agree on compensation
7	Determine compensation payable	mediation or arbitration committee	When the matter of compensation goes to mediation or arbitration
8	Approve expropriation by specific order of the Governor-in-Council	Governor-in-Council	When final determination of compensation is approved

OBLIGATIONS ADDRESSED:

12.4.1 Any person or authorized representative of any person, who has power of expropriation under

federal or territorial legislation (expropriating authority), may exercise that power of expropriation in accordance with laws of general application as qualified by this Agreement.

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

12.4.5 Where an interest in Nunavik Inuit Lands is expropriated, the expropriating authority shall, if reasonably possible, offer compensation in the form of alternate lands in accordance with the purposes and principles of Nunavik Inuit Lands set out in Articles 9 and 10, or in combination of lands and money.

12.4.6 Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Nunavik Inuit Lands. Lands provided as compensation for expropriation shall be Nunavik Inuit Lands. Where lands which have been expropriated are no longer required, the MDO shall have an option for six (6) months following such a determination to re-acquire those lands as Nunavik Inuit Lands. If the parties are unable to agree on a price, the matter shall be referred to the arbitrators or the committee referred to in section 12.4.8.

12.4.9 In determining the amount of compensation payable to the MDO, the arbitrators or the committee shall be guided by:

- (a) the market value of the land;
- (b) loss of use to the MDO and Nunavik Inuit;
- (c) the effect on wildlife harvesting by Nunavik Inuit;
- (d) the adverse effect of the taking, upon lands retained by the MDO;
- (e) damage which may be caused to the land taken;
- (f) nuisance, inconvenience and noise to the MDO and Nunavik Inuit;
- (g) the cultural attachment of Nunavik Inuit to the land;
- (h) the peculiar and special value of the land to Nunavik Inuit;
- (i) the effect on rights and benefits otherwise provided Nunavik Inuit by this Agreement;
- (j) an amount to cover reasonable costs associated with the MDO inspections as deemed appropriate by the arbitrators or the committee;
- (k) an amount to cover reasonable costs to the MDO associated with the arbitration; and
- (l) any other factors as may be provided for in legislation.

RELATED CLAUSES:

12.4.2 - Government of Nunavut has no more extensive powers of expropriation than Provinces

12.4.4 - Minimum procedures for expropriation legislation after the effective date

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The MDO is not required to take compensation in the form of alternate lands. (12.4.7)
2. Where an expropriating authority would have a power of expropriation of Nunavik Inuit Lands, or an interest therein under 12.4.1, that power may not be executed if 12% of all Nunavik Inuit Lands vesting on the effective date of this Agreement or an interest therein has already been and remains expropriated. (12.4.10)
3. In calculating the areas expropriated in section 12.4.10, no account shall be taken of those situations in which the MDO accepted alternative lands pursuant to section 12.4.6. (12.4.11)
4. Where Government has a right under section 12.4.1, as qualified by this Article to expropriate Nunavik Inuit Lands which it requires for public transportation purposes, Government need not pay compensation, except for improvements, for the lands taken up to an amount not exceeding two percent (2%) of Nunavik Inuit Lands in the NMR. Where lands taken under this section are no longer required for the purpose for which they were taken, they shall revert to the MDO at no cost. (12.4.12)
5. In calculating the areas expropriated under section 12.4.10, lands taken pursuant to section 12.4.12 shall be taken into account. (12.4.13)

ENTRY AND ACCESS

Sheet # 12 - 11

PROJECT: Appointment of arbitration committee for expropriation under *National Energy Board Act*

RESPONSIBILITIES: National Energy Board (NEB); Makivik Designated Organization (MDO)

PARTICIPANT/LIAISON: expropriating authority; National Energy Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Appoint an arbitration committee under the <i>National Energy Board Act</i> by choosing members who have special knowledge of, and experience related to, the criteria set out in section 12.4.9.	NEB	Upon inability to reach agreement on compensation by arbitration as set out in Article 24
2	Nominate at least one (1) member to the arbitration committee established under Activity 1	MDO	On the appointment of an arbitration committee in Activity 1

OBLIGATIONS ADDRESSED:

12.4.8 Where the MDO and the expropriating authority disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be:

- (a) pursuant to arbitration as set out in Article 24, other than for expropriation under the *National Energy Board Act*; or
- (b) for expropriation under the *National Energy Board Act*, by an arbitration committee appointed under the Act that shall include at least one (1) nominee of the MDO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in section 12.4.9.

12.4.9 In determining the amount of compensation payable to the MDO, the arbitrators or the committee shall be guided by:

- (a) the market value of the land;
- (b) loss of use to the MDO and Nunavik Inuit;
- (c) the effect on wildlife harvesting by Nunavik Inuit;
- (d) the adverse effect of the taking, upon lands retained by the MDO;
- (e) damage which may be caused to the land taken;

- (f) nuisance, inconvenience and noise to the MDO and Nunavik Inuit;
- (g) the cultural attachment of Nunavik Inuit to the land;
- (h) the peculiar and special value of the land to Nunavik Inuit;
- (i) the effect on rights and benefits otherwise provided Nunavik Inuit by the Final this Agreement;
- (j) an amount to cover reasonable costs associated with the MDO inspections as deemed appropriate by the arbitrators or the committee;
- (k) an amount to cover reasonable costs to the MDO associated with the arbitration; and
- (l) any other factors as may be provided for in legislation.

RELATED CLAUSES:

12.4.5 - Compensation for appropriation of MDO lands

12.4.6 - Re-acquisition of previously expropriated lands

12.4.7 - MDO not required to accept compensation in form of alternate lands

ENTRY AND ACCESS**Sheet # 12 - 12****PROJECT:** Re-acquisition of expropriated Nunavik Inuit Lands**RESPONSIBILITIES:** Expropriating authority; Makivik Designated Organization (MDO)**PARTICIPANT/LIAISON:** arbitrator; arbitration committee

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine which previously expropriated lands are no longer required and provide an option to the MDO to re-acquire these lands	Expropriating authority	Immediately following such a determination
2	Respond to the offer in Activity 1 and seek agreement on a price	MDO	Within 6 months of the offer in Activity 1
3	Transfer lands to the MDO if the MDO agrees to purchase them	Expropriating authority	Following MDO decision to purchase
<u>OR</u>			
3	Refer the matter for resolution by the arbitrators or a committee of arbitrators outlined in section 12.4.8	Expropriating authority, MDO	If the parties are unable to agree on a price

OBLIGATIONS ADDRESSED:

12.4.6 Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Nunavik Inuit Lands. Lands provided as compensation for expropriation shall be Nunavik Inuit Lands. Where lands which have been expropriated are no longer required, the MDO shall have an option for six (6) months following such a determination to re-acquire those lands as Nunavik Inuit Lands. If the parties are unable to agree on a price, the matter shall be referred to the arbitrators or the committee referred to in section 12.4.8.

12.4.8 Where the MDO and the expropriating authority disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be:

- (a) pursuant to arbitration as set out in Article 24, other than for expropriation under the *National Energy Board Act*; or
- (b) for expropriation under the *National Energy Board Act*, by an arbitration committee appointed under the Act that shall include at least one (1) nominee of the MDO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in section 12.4.9.

RELATED CLAUSES:

12.4.7 - MDO not required to accept compensation in form of alternate lands

ENTRY AND ACCESS**Sheet # 12 - 13****PROJECT:** Access to sand and gravel on Nunavik Inuit Lands**RESPONSIBILITIES:** Canada; Government of Nunavut (GN); Makivik Designated Organization (MDO); Arbitrator

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request access to Nunavik Inuit Lands to obtain sand and gravel and other like construction materials for public purposes	Canada or GN	As required
2	Respond to the request in Activity 1	MDO	In a timely fashion
3	Refer the matter to arbitration as set out in Article 24	Canada or GN	If the MDO refuses to permit Government to take materials
4	Grant entry order where determined appropriate	Arbitrator	Upon review of the matter
5	Pay MDO for materials removed as set out in 12.5.3	Canada or GN	Upon receiving entry order
6	Determine terms and conditions for access and compensation for access, and such compensation determined in 12.4.9	Arbitrator	Immediately following review of matter
7	Exercise right of access subject to terms and conditions established by arbitration process	Canada or GN	Following determination of conditions

OBLIGATIONS ADDRESSED:

12.5.1 Notwithstanding anything in this Agreement, if Government requires sand and gravel and other like construction materials from Nunavik Inuit Lands for public purposes but the MDO refuses to permit Government to take the said materials, Government may refer the matter to arbitration as set out in Article 24 of this Agreement for the purposes of obtaining an entry order enabling the removal of such material.

12.5.2 The arbitrators shall grant an entry order if, and only if, they determine that:

- (a) the materials are required for public purposes and no alternative supply is reasonably available; and
- (b) no competing Nunavik Inuit need for those materials in that location then exists and no alternative supply for that need is reasonably available.

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

- (a) \$1.00 (1993\$) per cubic metre, valued on the effective date of this Agreement and indexed by the Final Domestic Demand Implicit Price Index; or
- (b) the royalty rate imposed by the Crown, as amended from time to time, on the extraction of such materials from Crown lands.

12.5.4 The arbitrators shall determine the terms and conditions for access and compensation for access, and such compensation shall be determined in accordance with section 12.4.9. The calculation of compensation shall not take into account any amount mentioned in section 12.5.3, or the payment of any entry fee required by legislation.

RELATED CLAUSES:

- 12.5.5 - Access orders to minimize damage and interference with Nunavik Inuit use
- 12.4.9 - Determining compensation payable

ARTICLE 13 - GOVERNMENT OF CANADA EMPLOYMENT AND CONTRACTS Sheet # 13 - 1

PROJECT: **Priority with respect to Federal Public Service employment opportunities in the NMR**

RESPONSIBILITIES: Federal Government departments and agencies (Canada - Relevant Departments)

PARTICIPANT/LIAISON: Kativik Regional Government (KRG); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review job qualifications and recruitment procedures and remove inappropriate requirements in respect of cultural factors, experience or education in relation to Federal Public Service positions within the NMR.	Canada - Relevant Departments	On-going after the effective date
2	Undertake all reasonable and timely measures to provide Nunavik Inuit with priority with respect to Federal Public Service employment opportunities in the NMR in accordance with section 13.2.2	Canada - Relevant Departments	As may be required after the effective date

OBLIGATIONS ADDRESSED:

13.2.1 The Government of Canada undertakes to take all reasonable and timely measures to provide Nunavik Inuit with priority with respect to Federal Public Service employment opportunities in the NMR.

13.2.2 If Federal Public Service employment opportunities exist in the NMR, the Government of Canada is committed to awarding those opportunities so as to achieve a public service in the NMR which reflects the ratio of Nunavik Inuit to non-Nunavik Inuit in Nunavik.

13.2.3 The Government of Canada shall remove employment barriers for Nunavik Inuit in relation to Federal Public Service positions within the NMR by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.

RELATED CLAUSES:

Article 1 - definition of “Nunavik Inuk” or “Nunavik Inuit”

Article 4 - establishment and maintenance of NMR enrolment list

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the Kativik Regional Government (KRG) would be kept informed of any measures that are put in place to provide Nunavik Inuit with priority with respect to Federal Public Service employment opportunities in the NMR. The KRG is responsible for the delivery of employment and training programs provided to the inhabitants of Nunavik by Human Resources and Skills Development Canada.

GOVERNMENT OF CANADA EMPLOYMENT AND CONTRACTS**Sheet # 13 - 2**

PROJECT: Government of Canada support and assistance to Nunavik Inuit firms to compete for government contracts in the NMR

RESPONSIBILITIES: Federal Government departments and agencies (Canada - Relevant Departments); Nunavik Inuit Businesses

PARTICIPANT/LIAISON: Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	In designing government contracts for the procurement of goods or services in the NMR take into account the procurement management measures set out in 13.3.3	Canada - Relevant Departments	As required after the effective date
2	When establishing bid criteria for the award of contracts for the procurement of goods and services in the NMR take into account the bid evaluation criteria set out in 13.3.4	Canada - Relevant Departments	As required after the effective date
3	Call for bids on contracts for the procurement of goods and services in the NMR and provide all reasonable opportunities to the Nunavik Inuit businesses, enumerated on the list prepared under 13.3.5, to submit competitive bids that take into consideration the measures set out in 13.3.3 as per Activity 1	Canada - Relevant Departments	After Activities 1 and 2 and prior to the awarding of contracts
4	Submit bids for contract	Nunavik Inuit Businesses	According to any applicable time frame established in Activity 3
5	Assess bids against the applicable bid evaluation criteria, including the criteria set out in 13.3.4 as per Activity 2	Canada - Relevant Departments	After Activity 4
6	Give fair consideration to Nunavik Inuit businesses meeting the required technical and administrative conditions, including the criteria set out in 13.3.4 as per Activity 2	Canada - Relevant Departments	In awarding contracts

OBLIGATIONS ADDRESSED:

- 13.3.1 The Government of Canada shall provide reasonable support and assistance to Nunavik Inuit enterprises as set out in the following articles to enable them to compete for government contracts.
- 13.3.2 If the Government of Canada contracts for the procurement of goods or services in the NMR, Nunavik Inuit Enterprises shall, subject to meeting the technical and administrative conditions of the request for goods or services, be given fair consideration.
- 13.3.3 In inviting bids on Government of Canada contracts for the procurement of goods or services in the NMR, the Government of Canada shall provide all reasonable opportunities to Nunavik Inuit Enterprises enumerated on the list referred to in section 13.3.5 to submit competitive bids and in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:
- (a) set the date, location and terms and conditions for bidding so that Nunavik Inuit businesses may readily bid;
 - (b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
 - (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
 - (d) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and
 - (e) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.
- 13.3.4 Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts for the procurement of goods and services in the NMR:
- (a) the existence of head offices, administrative offices or other facilities in the NMR;
 - (b) the employment of Nunavik Inuit labour, engagement of Nunavik Inuit professional services, or use of suppliers that are Nunavik Inuit or Nunavik Inuit firms enterprises in carrying out the contracts; and
 - (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Nunavik Inuit.
- 13.3.5 The MDO shall prepare and maintain a comprehensive list of Nunavik Inuit Enterprises, together with information on goods and services which they would be in a position to supply in relation to contracts offered by the Government of Canada. This list shall be considered, where practicable and consistent with sound procurement practices, by the Government of Canada in meeting their obligations under this Article.

RELATED CLAUSES:

- 13.1 - Definition of “government contract” and “Government of Canada”
- 13.1 - Definition of “Nunavik Inuit Enterprise”
- 20.7.1 - Government contracts for carrying out archaeological work in the NMR
- 20.7.2 - Article 13 application to any archaeological programs administered by Government in the NMR

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that, upon ratification of the Agreement, the contracting policies and procedures of departments and agencies involved with or potentially involved with contracts for procurement of goods or services in the NMR, will be amended, to the extent necessary, in order to take into consideration the obligations of the Government of Canada as specified under 13.3.

GOVERNMENT OF CANADA EMPLOYMENT AND CONTRACTS**Sheet # 13 - 3**

PROJECT: Preparation and maintenance of a comprehensive list of Nunavik Inuit Enterprises

RESPONSIBILITIES: Makivik Designated Organization (MDO)

PARTICIPANT/LIAISON: Kativik Regional Development Council / Katutjiniq; Nunavik Inuit Businesses; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Collect information on Nunavik Inuit Enterprises together with information on goods and services which they would be in a position to supply in relation to contracts offered by the Government of Canada.	MDO	As soon as practicable after the effective date
2	Prepare a comprehensive list of Nunavik Inuit Enterprises	MDO	As soon as practicable after Activity 1
3	Make the list of Nunavik Inuit Enterprises available to the public by electronic or other means	MDO	As soon as practicable after Activity 2
4	Maintain and update the list of Nunavik Inuit Enterprises	MDO	On-going as necessary

OBLIGATIONS ADDRESSED:

13.3.5 The MDO shall prepare and maintain a comprehensive list of Nunavik Inuit Enterprises, together with information on goods and services which they would be in a position to supply in relation to contracts offered by the Government of Canada. This list shall be considered, where practicable and consistent with sound procurement practices, by the Government of Canada in meeting their obligations under this Article.

RELATED CLAUSES:

- Article 1 - definition of “Nunavik Inuk” or “Nunavik Inuit”
- Article 4 - establishment and maintenance of NMR enrolment list
- 13.1 - definition of “Nunavik Inuit Enterprise”
- 13.1 - definition of “government contract”, and “Government of Canada”
- 13.3.2 - Canada to give fair consideration to Nunavik Inuit Enterprises for the procurement of

goods and services in the NMR

FUNDING:

1. The MDO is responsible for meeting the costs of preparing and maintaining the list of Nunavik Inuit Enterprises, together with information on the goods and services which they would be in a position to supply in relation to contracts offered by the Government of Canada.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "government contract" means a contract, other than a contract for employment in the federal Public Service, between the Government of Canada and a party other than the Government of Canada or any other government for procurement of goods or services, and includes:
 - (a) contracts for the supply of goods;
 - (b) construction contracts;
 - (c) contracts for the supply of services; and
2. "Government of Canada" means all departments and agencies, including departmental corporations and branches designated as departments for purposes of the *Financial Administration Act*.
3. "Nunavik Inuit Enterprise" means an entity which complies with the legal requirements to carry on business in the NMR and which is, a partnership, including a joint venture partnership, at least fifty percent of which is owned by one (1) or more Nunavik Inuit, or a co-operative or non share-capital corporation, a majority of whose voting shares are beneficially owned by one (1) or more Nunavik Inuit, or a share-capital corporation, a majority of whose voting shares are owned by one (1) of the foregoing.
4. Makivik will undertake to prepare and maintain the list of Nunavik Inuit Enterprises in close cooperation with the Kativik Regional Development Council / Katutjiniq, which currently maintains a listing of private businesses (i.e., Aboriginal and non-Aboriginal firms) in the Nunavik region.
5. In relation to Activity 3 above, the copy of the list of Nunavik Inuit businesses should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

ARTICLE 14 - WILDLIFE COMPENSATION

Sheet # 14 - 1

PROJECT: Designating official and/or fund to assume liability for marine transportation

RESPONSIBILITIES: Canada - Transport Canada (TC)

PARTICIPANT/LIAISON: Canada - Department of Fisheries and Oceans

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Specify a person, a fund, or both to assume liability for loss or damage suffered by a claimant as a result of marine transportation related to a government undertaking in the NMR	TC	As soon as possible after effective date
2	Notify Makivik of designation of a person or fund or both in accordance with Activity 1	TC	Upon designation being made

OBLIGATIONS ADDRESSED:

14.5 There shall be a person, a fund or both, specified by the Government of Canada capable of assuming liability for marine transportation imposed under this Article by section 14.4 and that specified person, or fund, or both shall be considered to be a developer and that marine transportation shall be considered to be a development activity for the purpose of this section.

RELATED CLAUSES:

- 14.3 - Development activities begun prior to and continuing on effective date
- 14.6 - Instances when a developer is liable
- 14.7 - Instances when a developer is not liable (fortuitous events)
- 14.8 - Developer's liability with respect to flora

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "developer" means any person engaged in development activity;
2. "development activity" means any commercial or industrial undertaking, or extension thereof, including those undertaken by any municipal, territorial, provincial or federal government in the NMR but does not include:
 - (a) marine transportation; or
 - (b) any wildlife measure or use approved in accordance with Article 5.

3. Subject to section 14.5, this Article shall apply to marine transportation occurring on or after the effective date of this Agreement that is directly associated with any commercial or industrial or any municipal, territorial, provincial or federal government undertaking, or any extension thereof, in the NMR but does not apply to marine transportation not directly associated with such undertakings.
(14.4)
4. Annex H of the *Arctic Waters Pollution Prevention Act* (AWPPA) identifies the working relationship and the division of responsibilities between Transport Canada and Fisheries and Oceans with respect to parts of the AWPPA dealing with shipping and navigation of ships in the Canadian Arctic. The Minister of Transport is the Minister responsible for the shipping provisions of the AWPPA.
5. For the purpose of Annex H of the AWPPA, Transport Canada's Director of Ship Safety, Prairie & Northern Region and Fisheries & Oceans' Regional Director, Coast Guard, Central and Arctic Region, are identified as the principal contacts.

The contact for Canada's Ship-source Oil Pollution Fund (SOPF) is

Ship-source Oil Pollution Fund
8th Floor – 90 Elgin Street
Ottawa, Canada, K1A 0N5
Telephone: (613) 990-5807
Fax: (613) 990-5423

WILDLIFE COMPENSATION

Sheet # 14 - 2

PROJECT: Legislation to provide for limits of liability of developers**RESPONSIBILITIES:** Canada - Department of Justice (DOJ)**PARTICIPANT/LIAISON:** Makivik; Department of Fisheries and Oceans; Government of Nunavut - Department of Justice; Department of Indian Affairs and Northern Development

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide for appropriate limits of liability of developers or the methods of setting such limits in legislation in accordance with section 14.9	DOJ	After effective date as required
2	Consider the inclusion of enforcement mechanisms in the legislation to recognize Nunavik Inuit concerns	DOJ	During the development of the legislation

OBLIGATIONS ADDRESSED:

14.9 Legislation may provide for appropriate limits of liability of developers or the methods of setting such limits and shall also require proof of fiscal responsibility and may also provide for security deposits and any other matters not inconsistent with this Article. Limits on liability will be set at levels sufficient to cover reasonably foreseeable damages in relation to various development activities. Recognizing Nunavik Inuit concerns regarding enforcement of compensation decisions, Government will give consideration to including enforcement mechanisms in legislation.

RELATED CLAUSES:

- 14.6 - Instances when a developer is liable
- 14.7 - Instances when a developer is not liable (fortuitous events)
- 14.8 - Developer's liability with respect to flora

WILDLIFE COMPENSATION

Sheet # 14 - 3

PROJECT: Compensation for loss or damage to wildlife harvesting caused by a development project in the Nunavik Marine Region

RESPONSIBILITIES: Makivik Designated Organization (MDO); Claimant; developer; Arbitrators

PARTICIPANT/LIAISON: Nunavut Court of Justice

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make all reasonable efforts to mitigate against any loss or damage	Claimant	As soon as potential loss or damage becomes known
2	Submit claim for loss or damage in writing to the developer	Claimant or MDO on behalf of claimant	As soon as actual loss or damage is known
3	Attempt to settle the claim	Claimant; developer	As soon as possible after submission of claim
4	Submit the unsettled claim to arbitration	Claimant or MDO on behalf of claimant; developer	After 30 days of submitting the claim in Activity 2 and within three years of the loss or damage occurring or becoming known to the claimant
5	Make a decision on the location of the hearing keeping in mind the convenience of the claimant.	Arbitrators	As soon as possible after submission of the unsettled claim
6	Hear the claim and determine liability and compensation in accordance with 14.12, 14.13, 14.14, and 14.17 and in accordance with Article 24 (See Sheet # 24 - 1 outlining the arbitration process)	Arbitrators	Within 180 days after submission of claim or within further period as agreed to in writing by the parties
7	Make a decision on the claim	Arbitrators	Within 30 days of completing the hearing of the claim
8	Register compensation decision in the Nunavut Court of Justice	Arbitrators	At the request of the claimant

OBLIGATIONS ADDRESSED:

- 14.10 Claimants shall make all reasonable efforts to mitigate against any loss or damage.
- 14.11 A claimant or a MDO on behalf of a claimant shall make a claim for loss or damage in writing to the developer. If the claim is not settled within thirty (30) days of receipt by the developer, the developer or the claimant or a MDO on behalf of the claimant may submit the claim to arbitration.
- 14.12 In hearing a claim, the arbitrators are not bound by strict rules of evidence and may take into account any information which they consider relevant. The arbitrators, in hearing a claim, shall give due weight to Nunavik Inuit knowledge of wildlife and the environment and shall take into account the social, cultural and economic importance of wildlife to Nunavik Inuit.
- 14.13 The arbitrators may appoint experts and may call witnesses.
- 14.14 As a general principle, compensation shall not be a guaranteed annual income in perpetuity. A compensation award may be reviewed by the arbitrators at the request of either party to the hearing.
- 14.15 A claim must be made within three (3) years of the date on which the loss or damage occurred, or within three (3) years of the date on which the loss or damage became known to the claimant.
- 14.16 The arbitrators shall hear the case and determine liability and compensation within one hundred and eighty (180) days of the date that the claim was submitted to them or within such further period of time as the parties to the hearing may otherwise agree in writing. The arbitrators shall make a decision within thirty (30) days of completing the hearing of a claim.
- 14.17 Recognizing that it is the intention that loss or damage suffered by a claimant should be minimized by expeditious processing of claims and payment of compensation, the arbitrators may:
- (a) deal with a claim in respect of loss or damage to property or equipment used in wildlife harvesting or to wildlife reduced into possession before proceeding to hear evidence on any other loss or damage;
 - (b) require that interest be paid on monetary compensation at a rate set by the arbitrators; and
 - (c) provide for additional compensation to cover any additional loss or damage, or costs, including costs of collection, that may result from any delay in fulfilling the terms of the compensation decision.
- 14.18 At the request of a claimant, the arbitrators shall register the compensation decision in the Nunavut Court of Justice and the claimant may use that court to enforce the decision. The arbitrators may provide assistance in the enforcement of their decision.

RELATED CLAUSES:

- 14.1 - “claimant” means Nunavik Inuit or a Nunavik Inuk
- “developer” means any person engaged in development activity
- “development activity” means any commercial or industrial undertaking; certain exclusions

- 14.2 - Unless inconsistent with provisions of this Article, Article 24 shall apply to an arbitration
- 14.20 - Developers severally liable when loss or damage is caused by more than one developer
- 14.22 - Article without prejudice to other rights or remedies under laws of general application
- 14.23 - Article not to limit or restrict right of recourse of developer other than against the claimant
- 14.24 - Article not to prevent Nunavik Inuit and developer from entering into wildlife compensation agreement

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Article 24 (Dispute Resolution Process) shall apply to any arbitration undertaken pursuant to this Article.
2. In deciding upon the location of a hearing of the arbitration, the convenience of the claimant shall be a major factor in the decision of the arbitrators. (14.19)
3. The expenses incurred by the arbitrators in determining claims under this Article shall not be borne by the claimant nor any MDO acting on behalf of the claimant. (14.21)

WILDLIFE COMPENSATION

Sheet # 14 - 4

PROJECT: Update list of species with respect to flora**RESPONSIBILITIES:** Makivik; Canada - Department of Indian Affairs and Northern Development (DIAND); Government of Nunavut (GN)**PARTICIPANT/LIAISON:** Nunavik Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review and update list of species with respect to flora in Schedule 14-1	Makivik DIAND GN	As necessary every 5 years on the anniversary date of the effective date

OBLIGATIONS ADDRESSED:

14.8 With respect to flora, a developer is liable under Section 14.6 only for those species contained in Schedule 14-1. Schedule 14-1 shall be reviewed by the parties every five (5) years for the purposes of updating the list of species in Schedule 14-1, if necessary, on the anniversary date of the execution of this Agreement.

RELATED CLAUSES:

- 5.2.6 - Primary responsibility for the management of lands, including flora, shall be exercised by the appropriate institutions of public government
- 14.6 - liability of a developer as a result of damage to wildlife caused by development activities

ARTICLE 15 - RESOURCE ROYALTY SHARING**Sheet # 15 - 1****PROJECT:** Resource royalty payments to the Nunavik Inuit Trust**RESPONSIBILITIES:** Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (DIAND - NAP); Government of Nunavut (GN)**PARTICIPANT/LIAISON:** Makivik; Nunavik Inuit Trust

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Calculate payments to be made to the Nunavik Inuit Trust in accordance with section 15.2.2	DIAND -NAP; GN	From date of signing of agreement, and quarterly after the effective date
2	Remit payments calculated to the Nunavik Inuit Trust	DIAND -NAP; GN	Quarterly after the effective date
3	Provide the Nunavik Inuit Trust with an annual statement indicating the basis on which mineral royalties were calculated for the preceding year	DIAND -NAP; GN	Annually
4	Request the Auditor General to verify the annual statements	DIAND -NAP; GN	Upon request of the Nunavik Inuit Trust

OBLIGATIONS ADDRESSED:

15.1.1 Nunavik Inuit have the right, in each and every calendar year, to be paid an amount equal to:

- (a) fifty percent (50%) of the first two million dollars (\$2,000,000) of resource royalty received by Government in that year; and
- (b) five percent (5%) of any additional resource royalty received by Government in that year.

15.2.1 Government shall pay the Nunavik Inuit Trust the amount due to them pursuant to section 15.1.1 as follows:

- (a) The Government of Canada shall pay fifty percent on the first two million dollars of resource royalty received by it in each and every calendar year; or
- (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 (\$1,000,000) ; and

- (c) The Government of Canada and the Government of Nunavut shall each pay five percent on any resource royalties received by each of them in addition to the first two million dollars received by Government in each and every calendar year.

15.2.2 Amounts payable by Government pursuant to this Article shall be calculated on the basis of amounts due to and received by Government in respect of resources produced after the effective date of this Agreement.

15.2.3 Payments remitted to the Nunavik Inuit Trust shall be in quarterly payments on an as received basis.

15.2.4 Government shall annually provide the Nunavik Inuit Trust with a statement indicating the basis on which royalties were calculated for the preceding year.

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

RELATED CLAUSES:

12.5.3 - Government payment for removal of materials upon entry access

15.1.1 - Nunavik Inuit right to royalty and amounts

15.3.1 - Government consultation with Nunavik Inuit Trust to alter resource royalty payments

15.4.1 - Area of application

27.7.4 - Sharing of resource royalties in areas of equal use and occupancy

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In Nunavut, The *Canada Mining Regulations* (CMR's), under the authority of the *Territorial Lands Act*, govern the disposition of Crown Mineral rights. A mineral claim gives the exclusive right to extract minerals in exchange for the payment of a royalty to the Crown. Sections 6 through 69 and the definitions at the beginning of the CMR's are the primary provisions dealing with mining royalties.
2. The royalties payed by the mining companies are calculated by applying a graduated scale to the value of output of the mine. The value of output of a mine includes the proceeds of sale and the value of inventories of mine production for the year less allowable deductions as set out in the regulations. The deductions include development expenditures, capital expenditures, operating expenses and exploration expenditures. The company files a royalty return and pays any royalties due for that year no later than the last day of the fourth month after the end of that fiscal year (not calender year).
3. Each quarter a report is sent to the department's finance section indicating the royalties received for the last quarter. The finance section combines the mining information and information received from other sections re: oil and gas royalties and sand and gravel royalties to calculate and produce royalty sharing cheques for the various land claim agreements.
4. The department may audit each of the royalty returns to ensure that the Crown is receiving the proper amounts of royalties due. If, after an audit, government receives additional royalties, the payment to

the Nunavik Inuit Trust will be calculated and paid on the basis of the year for which those royalties were due (i.e. if an audit in 2007 finds an amount due to government for 2005, the payment to the Nunavik Inuit Trust will be calculated on the basis that the payment is for 2005). When, under legislation, government receives interest on late or overdue payments of royalties by producers, any such receipts will be considered as amounts due and received by government and the Nunavik Inuit Trust will receive the appropriate amounts. Any amounts received from the audit and re-assessment are reported in the year received.

5. If, after an audit, DIAND or GN owes a refund to a company, the appropriate percentage will be deducted from the next quarterly payment to the Nunavik Inuit Trust based on the royalties received for the year for which the refund was owed.
6. When asked to verify the accuracy of the information in the annual statements, the Auditor-General will verify the figures used (i.e. amounts of royalty received by the Crown, calculation of the Nunavik Inuit share) are correct.
7. In the case of royalties being received for a period which straddles the year for which the Nunavik Inuit share is paid, or in the case of a partial year after legislation bringing the Agreement into effect, the royalties will be apportioned on a prorated basis (i.e. based on days in the period for which the royalty was paid).
8. When the total value of mineral royalties received by government in a year exceeds \$2 million, then the payments made by each of Canada and the Government of Nunavut at their respective rates shall be in proportion to the amounts received by each government.
9. The amount of mining royalties collected each year may vary greatly for the following reasons:
 - The selling prices for various commodities on which mining royalties are calculated such as zinc, nickel, diamonds etc, are cyclical and often change rapidly.
 - The capital and exploration expenditures claimed as deductions can also differ greatly from year to year.
 - Many commodity contracts are in US dollars and the royalties are calculated and collected in Canadian dollars, thus the ever changing exchange rates will affect the revenue used in the royalty calculation.

10. For the purpose of this Article:

"resources" means, coal, petroleum, precious and base metals and other naturally occurring substances that can be mined, but does not include specified substances

"minerals" means precious and base metals and other non-living, naturally occurring substances whether solid, liquid or gaseous, excluding water, but including coal and petroleum

"oil" means crude oil regardless of gravity, produced at a well head in liquid form and any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale, or from any other types of deposits

"petroleum" means oil or gas

"specified substances" means construction stone, sand and gravel, limestone, marble, gypsum, shale, clay, volcanic ash, earth, soil, diatomaceous earth, ochre, marl, peat and carving stone

RESOURCE ROYALTY SHARING

Sheet # 15 - 2

PROJECT: Consultation on changes to legislation or fiscal regime in relation to resource royalties payable to the Nunavik Inuit Trust

RESPONSIBILITIES: Canada - Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP); Government of Nunavut - (GN); Nunavik Inuit Trust

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Nunavik Inuit Trust of any proposal to alter by legislation the resource royalty payable to government, in sufficient form and detail to allow the Nunavik Inuit Trust to prepare their views on the matter; provide a reasonable period of time in which the Nunavik Inuit Trust may prepare their views on the matter, and provide an opportunity to present their views	DIAND -NAP; GN	As appropriate when making a proposal
2	Review the proposal and prepare and present views to government	Nunavik Inuit Trust	Within reasonable period of time provided in Activity 1
3	Give full and fair consideration to views presented	DIAND - NAP; GN	After receiving views
4	Make determination concerning proposed legislative changes and inform the Nunavik Inuit Trust of the decision	DIAND - NAP; GN	After giving full and fair consideration to views received
5	Make any legislative changes	DIAND - NAP; GN	In accordance with decision
6	Notify the Nunavik Inuit Trust of any proposed changes to the fiscal regime which will affect the resource royalty payable, to government, in sufficient form and detail to allow the Nunavik Inuit Trust to prepare their views on the matter; provide a reasonable period of time in which the Nunavik Inuit Trust may prepare their views on the matter, and provide an opportunity to present their views	DIAND - NAP; GN	When consulting outside government on proposed changes
7	Review information provided and prepare and present views on the matter	Nunavik Inuit Trust	Within reasonable period of time indicated in Activity 6

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Give full and fair consideration to any views presented	DIAND - NAP; GN	After receiving views and before making changes
9	Make decision and inform the Nunavik Inuit Trust of the decision	DIAND - NAP; GN	After giving full and fair consideration to views received
10	Make any changes to the regime	DIAND - NAP; GN	In accordance with decision

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 12.5.3 - Government payment for removal of materials upon entry access
- 15.1.1 - Nunavik Inuit right to royalty and amounts
- 15.2.1 - Government payment to Nunavik Inuit Trust
- 15.2.2 - Amounts payable after effective date
- 15.2.3 - Payments remitted on quarterly basis
- 15.2.4 - Annual statement to Nunavik Inuit Trust
- 15.2.5 - Auditor-General to verify accuracy of annual statements
- 15.4.1 - Area of application

ARTICLE 16 - CAPITAL TRANSFER

Sheet # 16 - 1

PROJECT: Capital transfer payments and negotiation loan repayments**RESPONSIBILITIES:** Nunavik Inuit Trust; Canada - Department of Indian Affairs and Northern Development (DIAND)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Calculate and determine the amounts to be shown in the final Schedule of Capital Transfer Payments to be set out in Schedule A of Article 16	DIAND, Nunavik Inuit Trust	Prior to effective date
2	Calculate and determine the amounts to be shown in the final corresponding payment from the Negotiation Loans Repayment Schedule set out in Schedule C	DIAND, Nunavik Inuit Trust	Prior to effective date
3	Make calculations to set off and deduct from a payment made under 16.1.1 the amount of a repayment to be made under 16.2.1 on the same date	DIAND	After effective date, in accordance with schedules
4	Make payments in accordance with the final Schedule of payments calculated offset of the amounts from the Schedules in Article 16	DIAND	After effective date, in accordance with schedules

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- Article 16 - Schedule A "CAPITAL TRANSFER PAYMENTS SCHEDULE"
- 16.2.3 - Terms and conditions of the negotiation loans remain unaffected.
- Article 17 - The Nunavik Inuit Trust
- 18.1.1 (a) - no tax on amounts paid by Canada for capital transfers
- 18.1.2 - application of tax laws of general application

FUNDING:

1. The Capital Transfer Schedule is set out in Schedule B and the Negotiation Loans Repayment Schedule is set out in Schedule C of Article 16.

CAPITAL TRANSFER

Sheet # 16 - 2

PROJECT: Repayment or acceleration of the repayment of the outstanding negotiation loan amounts

RESPONSIBILITIES: Nunavik Inuit Trust; Canada - Department of Indian Affairs and Northern Development (DIAND)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Repay or accelerate the repayment of the outstanding negotiation loan amounts without bonus or penalty	Nunavik Inuit Trust	At discretion
2	Re-calculate the annual payment in accordance with 16.2.2	DIAND, Nunavik Inuit Trust	Following Activity 1

OBLIGATIONS ADDRESSED:

16.2.2 Notwithstanding section 16.2.1, Makivik may request to accelerate the repayment of the outstanding negotiation loan amounts without bonus or penalty, at their option, and the new negotiation loan repayment schedule payment shall be re-calculated such that the present value of the new Schedule C, including accelerated repayments, remains the same using an interest rate of ____%. Canada will then recalculate Schedule A in accordance with section 16.1.1.

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

RELATED CLAUSES:

- 16.1.1 - Calculation of the Capital Transfer Payments as set out in Schedule A of Article 16
- 16.2.1 - extinguishment of Makivik obligations on loan repayments to Canada.
- Article 17 - The Nunavik Inuit Trust

FUNDING:

1. The Negotiation Loans Repayment Schedule is set out in Schedule C of Article 16.

ARTICLE 17 - THE NUNAVIK INUIT TRUST

Sheet # 17 - 1

PROJECT: Establishment and operation of the Nunavik Inuit Trust**RESPONSIBILITIES:** Makivik; Nunavik Inuit Trust (Trust)**PARTICIPANT/LIAISON:** Nunavik Inuit (as beneficiaries of the Nunavik Inuit Trust)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Select trustees for the Nunavik Inuit Trust	Makivik	Prior to effective date
2	Establish the Nunavik Inuit Trust by trust deed and amend as may be required	Makivik	Prior to effective date and as required thereafter
3	Operate the Trust so as to achieve its objects	Trust	Ongoing
4	Make the following information freely available to all Nunavik Inuit: a) the trust deed b) constituting documents, and c) annual reports	Makivik	Upon establishment of the Trust and as required thereafter

OBLIGATIONS ADDRESSED:

- 17.1.1 Prior to the effective date of this Agreement, Makivik shall cause to be established by trust deed a Nunavik Inuit Trust to receive the capital transfer payments referred to in Article 16, any resource royalty amounts payable to it under Article 15 and implementation funding referred to in Article 23. The Nunavik Inuit Trust shall receive, hold and administer the Trust Patrimony for the benefit of the Trust Beneficiaries and distribute monies therefrom to the beneficiaries of the Trust, both individually and collectively, for educational, social, cultural and socio-economic needs of Trust Beneficiaries and generally to improve their social, cultural, educational and economic conditions, their quality of life and the quality of community life.
- 17.1.2 The Nunavik Inuit Trust shall be resident in Canada.
- 17.1.3 The Nunavik Inuit Trust shall be subject to control by its trustees, who shall be selected by Makivik.
- 17.1.4 The trust deed establishing the Nunavik Inuit Trust may be amended by Makivik in accordance with the law.
- 17.1.6. The Nunavik Inuit Trust shall provide for the protection and enhancement of settlement assets based on sound management practices.

17.2.1 Makivik shall provide the following information freely to all Nunavik Inuit:

- (a) the trust deed establishing and governing the Nunavik Inuit Trust;
- (b) the constituting documents of the principal beneficiary and any other corporate beneficiaries of the Nunavik Inuit Trust; and
- (c) annual reports of the Nunavik Inuit Trust and any corporate beneficiaries.

RELATED CLAUSES:

- 1.1 - definition of “Nunavik Inuit Trust”
- 15.2.1 and 15.2.3-5 - Government payment of resource royalties to Nunavik Inuit Trust
- 15.3.1 - Consultations for proposals to alter by legislation the resource royalties payable to Government
- 16.1.1 - Capital transfer payments to be made by Canada to the Nunavik Inuit Trust
- 17.1.5 - Trust and Rule against Perpetuities
- 17.1.7 - Trust subject to laws of general application
- 17.3.1 - Nunavik Inuit have standing to enforce objects and other provisions of the trust deed
- 18.1.1 - Capital transfer payments received by Nunavik Inuit Trust not subject to taxation by Government
- 18.1.2 - Application of tax laws to the Nunavik Inuit Trust
- 23.4.1 - Implementation payments to be made by Canada to the Nunavik Inuit Trust
- 23.4.3 - Canada not responsible for costs of the Trust to implement the Agreement
- 27.7.4 - Two Groups to share equally revenues obtained by either Group in the areas of equal use and occupancy

FUNDING:

- 1. Any costs related to the establishment of the Nunavik Inuit Trust are the responsibility of Makivik. Upon the establishment of the Nunavik Inuit Trust, the Trust will assume responsibility for its operational costs.

ARTICLE 20 - ARCHAEOLOGY**Sheet # 20 - 1**

PROJECT: Nunavik Inuit participation in policy and legislation development on archaeology in the NMR

RESPONSIBILITIES: Government of Nunavut - Department of Culture, Language, Elders and Youth (GN - CLEY); Makivik Designated Organization (MDO)

PARTICIPANT/LIAISON: Makivik; Canada - Canadian Museum of Civilization (CMC);

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO in writing of the intent to develop government policy and legislation on archaeology in the NMR	GN - CLEY	As required after the effective date
2	Provide information in sufficient form and detail to allow the MDO to prepare its views on the matter and to provide the MDO with additional information if requested	GN - CLEY	Once notice has been provided in Activity 1 and if MDO has requested additional information
3	Provide a reasonable period of time for the MDO to review the information and prepare its views on the matter, and provide the MDO with an opportunity to present its views	GN - CLEY	After the information has been provided as per Activity 2
4	Present its views on the proposed policy or legislative initiative	MDO	Within a reasonable period of time as provided in Activity 3
5	Give full and fair consideration of any views presented	GN - CLEY	After receiving views and before making final decision on the matter
6	Make decision on the proposed policy or legislative initiative and notify the parties to the consultation of the decision	GN - CLEY	After giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence
- 20.2.2 - involvement of Inuit in identifying, protecting, conserving sites & specimens
- 20.2.3 - government and Inuit responsibilities in managing and conserving sites and specimens
- 20.3 - provisions related to the permit system for archaeological investigations
- Article 22 - provisions related to the establishment of Makivik Designated Organizations (MDOs)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The protection of Nunavut's archaeological and palaeontological heritage is a shared responsibility of the Governments of Nunavut and of Canada. Under the *Nunavut Act*, the federal government can make regulations for the protection, care and preservation of archaeological and palaeontological sites and specimens. However, it is the Nunavut Government's Department of Culture, Language, Elders and Youth (CLEY) which administers the *Nunavut Archaeological and Palaeontological Sites Regulations* (NAPSR) through which it grants research permits to qualified applicants for the purpose of documenting and investigating archaeological and palaeontological sites in a controlled and professional manner.
2. In accordance with the provisions of Article 33 of the *Nunavut Land Claims Agreement (NLCA)*, the Inuit Heritage Trust was invited by the Nunavut Government to participate in the development of new archaeological regulations for Nunavut. The *Nunavut Archaeological and Palaeontological Sites Regulations* were subsequently approved and came into force on June 15, 2001. It is assumed that discussions with the Nunavut Government will be required to review the extent to which, if any, these regulations might need to be amended in order to implement the provisions of Article 20 of the Agreement.
3. Nunavut Tunngavik Inc., the Inuit Heritage Trust, and the Nunavut Government signed a *Memorandum of Cooperation and Understanding* leading to NTI and the IHT each nominating two representatives to the Nunavut Historical Advisory Board. It is assumed that a similar understanding will need to be reached with respect to the MDO responsible for archaeology in the NMR.
4. Article 20 of the Agreement includes a number of "general principles" which would be of particular relevance with regard to the development of policy and legislation in relation to archaeology in the NMR.

ARCHAEOLOGY

Sheet # 20 - 2

PROJECT: Application process for a permit authorizing an archaeological investigation in the NMR

RESPONSIBILITIES: Designated Agencies as set out in Schedule 20-1 (Designated Agency); Makivik Designated Organization (MDO); permit holder

PARTICIPANT/LIAISON: Canada -Canadian Museum of Civilization; Government of Nunavut - Department of Culture, Language, Elders and Youth

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Forward a copy of the application to the MDO	Designated Agency	Upon receipt of an application
2	Consult with the MDO to determine a reasonable number of calendar days for the MDO to object in writing to an application	Designated Agency	Upon receipt of the copy in Activity 1
3	Review the application	MDO	With the time frame determined in Activity 2
4	If the decision is made to object to the application, send written objections to the Designated Agency	MDO	Within the specified number of calendar days determined in Activity 2
5	Withhold issuance of any permit, investigate the objections, prepare a report on the basis of the investigation and provide the MDO with a copy of the report	Designated Agency	Upon receipt of written objections
6	Reject application of the permit if the objections are reasonably founded in accordance with section 20.3.4 (a) and (b)	Designated Agency	After preparing the investigation report in Activity 5
<u>OR</u>			
6	Issue permit for archaeological investigation in the NMR	Designated Agency	After preparing the investigation report in Activity 5
7	Except where a permit specifically requires a permit holder to leave archaeological specimens <i>in situ</i> for purposes of scientific, historic or cultural reasons, submit to the Designated Agency or the MDO all archaeological specimens collected	permit holder	At a place and time specified on the permit

8	Submit a report to the Designated Agency, with a copy to the MDO	permit holder	As required by the Designated Agency after issuance of a permit
9	Provide the MDO with an Inuktitut summary of the report	Designated Agency	Upon reasonable request by the MDO

OBLIGATIONS ADDRESSED:

- 20.3.1 Upon receipt of any application for a permit authorizing an archaeological investigation in the NMR, the Designated Agency shall, except in cases of emergency, forward a copy of the application forthwith to the MDO.
- 20.3.2 Upon receipt of the copy, the MDO shall have a reasonable number of calendar days, as determined by the Designated Agency in consultation with the MDO, to object in writing to the application.
- 20.3.3 If the Designated Agency is in receipt of such written objections within the specified number of calendar days, it shall:
- (a) withhold the issuance of any permit;
 - (b) investigate the objections and prepare a report thereon; and
 - (c) provide the MDO with a copy of the report referred to in paragraph 20.3.3 (b).
- 20.3.4 Where the objections referred to in section 20.3.3 are reasonably founded on:
- (a) inadequate efforts to secure Nunavik Inuit participation and benefits or inadequate performance of commitments to provide such participation and benefits under permits issued at an earlier date, or
 - (b) disturbance of a site of Nunavik Inuit religious or spiritual significance as such significance is defined by the MDO in consultation with the Designated Agency,
- the Designated Agency shall reject the application for the permit.
- 20.3.7 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.
- 20.3.9 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.

RELATED CLAUSES:

- 20.1.1 - definitions for “archaeological investigation”, “archaeological specimen”, and “archaeological site”
- 20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence
- 20.2.2 - involvement of Inuit in identifying, protecting and conserving sites & specimens
- 20.2.3 - government and Inuit responsibilities in managing and conserving sites and specimens
- 20.3.5 - community meetings attached as condition of granting of permit
- 20.3.6 - permit applications associated requiring a land use permit
- Article 22 - provisions related to the establishment of Makivik Designated Organizations (MDOs)

SCHEDULE 20-1

DESIGNATED AGENCIES

PART 1: GOVERNMENT OF CANADA

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

PART 2: GOVERNMENT OF NUNAVUT

Department of Culture, Language, Elders and Youth

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that regulatory jurisdiction with respect to the operation of the permit system for the protection, excavation, restoration, etc. of archaeological sites, as well as for the application of sanctions against unauthorized disturbance of archaeological sites and specimens, is held by the Government of Nunavut and that ministerial responsibility would be exercised by the Minister of Culture, Language, Elders and Youth.
2. Article 20 of the Agreement includes a number of “general principles” which would be of particular relevance with regard to the operation of the permit system for archaeological investigations in the NMR.
3. Article 20 assumes that a permit system has already been established. In this respect it can be noted that Part 5 of Article 33 of the *Nunavut Land Claims Agreement* obliged government to put such a permit system in place, by way of legislation, for archaeological investigations in the Nunavut Settlement Area. It is therefore also assumed that the permit system for the NMR will be incorporated into or carried out in conjunction with the larger permit system for other parts of the Nunavut Territory.
4. The above permit application process does not apply in cases of emergency. It is assumed that if the Designated Agency that responds to a permit request believes, on reasonable grounds, that an emergency exists which has the potential to result in the destruction of or significantly injure or damage archaeological sites and specimens, the Designated Agency may act without first consulting

the MDO. However, as soon as practicable thereafter, the Designated Agency shall inform the MDO and provide reasons for the action taken.

ARCHAEOLOGY

Sheet # 20 - 3

PROJECT: Community meetings as a condition to the grant of a permit**RESPONSIBILITIES:** Makivik Designated Organization (MDO); Designated Agencies as set out in Schedule 20-1 (Designated Agency)**PARTICIPANT/LIAISON:** Communities as set out in Schedule 25-1 (community); permit holder

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Send a written request to the Designated Agency to attach a condition to the granting of a permit for community meetings as set out in section 20.3.5 (a) and (b)	MDO	Prior to the issuance of a permit
2	Attach the condition to the permit	Designated Agency	After considering the request in Activity 1 and when issuing permit as per Activity 6, Sheet # 20-2

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

- 20.1.1 - definition of "archaeological site" and "archaeological specimen"
- 20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence
- 20.2.2 - involvement of Inuit in identifying, protecting and conserving sites & specimens
- 20.2.3 - government and Inuit responsibilities in managing and conserving sites and specimens
- 20.3.1 to 20.3.4 and 20.3.7 - provisions related to processing of applications for archaeological investigations
- Article 22 - provisions related to the establishment of Makivik Designated Organizations (MDOs)

SCHEDULE 20-1

DESIGNATED AGENCIES

PART 1: GOVERNMENT OF CANADA

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

PART 2: GOVERNMENT OF NUNAVUT

Department of Culture, Language, Elders and Youth

ARCHAEOLOGY**Sheet # 20 - 4****PROJECT:** Processing permit applications associated with land use permits**RESPONSIBILITIES:** Designated Agencies as set out in Schedule 20-1 (Designated Agency)**PARTICIPANT/LIAISON:** Makivik Designated Organization (MDO); Nunavik Marine Region Planning Commission; permit applicant

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine if there are reasonably founded objections for the granting of a permit for an archaeological investigation in the NMR	Designated Agency	After preparing an investigation report as set out in Activity 5, Sheet #20-2
2	Determine whether or not the permit application is associated with a proposed land use requiring a land use permit	Designated Agency	As soon as possible after the determination in Activity 1
3	Make a decision either to issue a permit with terms and conditions that adequately deal with reasonably founded objections or to reject the application for a permit	Designated Agency	After the determination in Activity 2
4	Notify the MDO and permit applicant of the decision	Designated Agency	As soon as possible after making its decision
5	If the permit application is approved, provide the terms and conditions attached to the approval of the permit application	Designated Agency	On issuing the permit and in conjunction with approval of the land use permit

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

- 20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence
- 20.2.2 - involvement of Inuit in identifying, protecting and conserving sites & specimens
- 20.2.3 - government and Inuit responsibilities in managing and conserving sites and specimens

- 20.3.1 to 20.3.4 and 20.3.7 - processing of permit applications for archaeological investigations
 - 20.3.10 - land use permit for lands affected by important archaeological site
 - 20.3.11 - land use permits to specify plans and methods of archaeological site protection and restoration
- Article 6 - Land use planning provisions of Agreement

SCHEDULE 20-1

DESIGNATED AGENCIES

PART 1: GOVERNMENT OF CANADA

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

PART 2: GOVERNMENT OF NUNAVUT

Department of Culture, Language, Elders and Youth

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Article 20 of the Agreement includes a number of “general principles” which are of relevance with regard to the different aspects of the operation of the permit system for archaeological investigations in the NMR.

ARCHAEOLOGY

Sheet # 20 - 5

PROJECT: Land use permit applications on potentially important archaeological sites in the NMR

RESPONSIBILITIES: Nunavik Marine Region Planning Commission (NMRPC); Designated Agencies as set out in Schedule 20-1 (Designated Agency)

PARTICIPANT/LIAISON: Makivik Designated Organization (MDO); land use permit applicant

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Designated Agency of any land use permit application for lands in the NMR which could be an important archaeological site	NMRPC	As soon as reasonable after receipt of the land use application
2	Determine if there are reasonable grounds to believe there could be important archaeological sites on lands affected by the land use permit application	Designated Agency	As soon as reasonable after being notified as per Activity 1
3	Obtain written consent from the Designated Agency for the land use permit application	NMRPC	After the determination in Activity 2
4	Specify the plans and methods of archaeological site protection and restoration to be followed by the permit holder and any other conditions	Designated Agency	As part of the written consent in Activity 3
5	Consult and receive the consent of the MDO pursuant to section 20.6.2.2 prior to issuing a land use permit	Designated Agency	If archaeological site contains Nunavik Inuit human remains and associated burial objects
6	Issue land use permit	NMRPC	After receiving the consent of the Designated Agency as per Activity 3 and, if applicable, the consent of the MDO as per Activity 5

OBLIGATIONS ADDRESSED:

20.3.10 Where an application is made for a land use permit in the NMR and there are reasonable

grounds to believe there could be important archaeological sites on lands affected, no land use permit shall be issued without the written consent of the Designated Agency. Such consent shall not be unreasonably withheld.

- 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.
- 20.6.2.2 Subject to section 20.6.2.4, if determined by the MDO and government that the burial site on Nunavik Inuit Lands contains Nunavik Inuit human remains or associated burial objects the burial site shall not be surveyed or disturbed without the written consent of the MDO and subject to conditions established by the MDO.
- 20.6.2.5 With respect to section 20.3.10, if there are reasonable grounds to believe that the archaeological site on Nunavik Inuit Lands contains Nunavik Inuit human remains and associated burial objects, the Designated Agency shall first consult and receive the consent of the MDO pursuant to section 20.6.2.2 prior to issuing a land use permit.

RELATED CLAUSES:

- 20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence
- 20.2.2 - involvement of Inuit in identifying, protecting and conserving sites & specimens
- 20.2.3 - government and Inuit responsibilities in managing and conserving sites and specimens
- 20.3.1 to 20.3.4 and 20.3.7 - provisions related to processing of applications for archaeological investigations
- 20.6.2.4 - police investigation on a burial site
- Article 6 - Land use planning provisions of the Agreement

SCHEDULE 20-1

DESIGNATED AGENCIES

PART 1: GOVERNMENT OF CANADA

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

PART 2: GOVERNMENT OF NUNAVUT

Department of Culture, Language, Elders and Youth

ARCHAEOLOGY**Sheet # 20 - 6****PROJECT:** Disposition and long-term alienation of archaeological specimens found in the NMR**RESPONSIBILITIES:** Makivik Designated Organization (MDO); Designated Agencies as set out in Schedule 20-1 (Designated Agencies); Arbitrators

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Seek agreement and provide joint consent, in writing, prior to any long-term alienation of any archaeological specimens found in the NMR.	MDO, Designated Agency	As required
2	Refer the matter for resolution by arbitration in accordance with Article 24	MDO or Designated Agency	When agreement cannot be reached under Activity 1,
3	Issue decision, in writing, after taking into account the overall intent of the Final Agreement, the provisions of Article 20, and any other relevant consideration	Arbitrators	In accordance with the arbitration process set out in Article 24
4	Determine the disposition of all archaeological specimens found on Nunavik Inuit Lands.	MDO	As required
5	Determine the disposition of all archaeological specimens found in the NMR other than on Nunavik Inuit Lands subject to rights of the MDO to acquire possession as per Sheet # 20-7	Designated Agency	As required

OBLIGATIONS ADDRESSED:

20.4.5 The Designated Agency and the MDO must jointly consent, in writing, prior to any long-term alienation of any archaeological specimens found in the NMR.

20.4.6 Where the Designated Agency and the MDO cannot reach an agreement on a proposal for a long-term alienation, as outlined in section 20.4.5, the matter shall be referred for resolution by arbitration under Article 24 by the Designated Agency or the MDO. In arriving at a decision, the arbitrators shall take into account the overall intent of this Agreement, the provisions of this Article, and any other relevant consideration.

20.4.7 Subject to section 20.4.5, the MDO shall determine the disposition of all archaeological

specimens found on Nunavik Inuit Lands.

20.4.8 Subject to section 20.4.5, the Designated Agency shall determine the disposition of all archaeological specimens found in the NMR other than on Nunavik Inuit Lands subject to the rights of the MDO to acquire possession as set out in this Article.

FUNDING:

1. Where the request for any long-term alienation of any archaeological specimens found in the NMR has been granted by a Designated Agency, the costs associated with transporting or otherwise preparing or handling the archaeological specimens shall be negotiated between the Designated Agency and the MDO.

RELATED CLAUSES:

Article 8 - description of Nunavik Inuit Lands

20.1.1 - definition of “archaeological specimen”, “areas administered by Parks Canada”, “long-term alienation”, “private property”, and “public records”

20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence

20.2.2 - involvement of Inuit in identifying, protecting and conserving sites and specimens

20.2.3 - government and Inuit responsibilities in managing and conserving sites and specimens

20.3.1 to 20.3.4 and 20.3.7 - provisions related to processing of applications for archaeological investigations

20.3.9 - submission of archaeological specimens collected by a permit holder

20.5.1 to 20.5.4 - requests for possession of archaeological specimens found within the NMR

20.4.1 - “Archaeological Specimens” does not include human remains

20.4.2 - Government and the MDO joint ownership of all archaeological specimens in the NMR

20.4.3 - management of archaeological specimens in areas of the NMR administered by Parks Canada

20.4.4 - managing the disturbance or disposition of archaeological specimens

20.4.9 - public records, wherever they are found, shall be owned and managed by Government

SCHEDULE 20-1- list of designated agencies

Article 22 - provisions related to the establishment of Makivik Designated Organizations (MDOs)

Article 24 - provisions related to dispute resolution

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Article 20 of the Agreement includes a number of “general principles” which are of relevance with regard to the ownership and disposition of archaeological specimens found in the NMR.
2. In this part, “Archaeological Specimens” does not include human remains. (20.4.1)
3. Government and the MDO jointly own all archaeological specimens found within the NMR following the effective date of the Agreement and that are not:
 - (a) public records;
 - (b) the private property of any person; or
 - (c) within areas administered by Parks Canada Agency. (20.4.2)

4. Archaeological specimens found within areas of the NMR administered by Parks Canada Agency are to be managed in accordance with the provisions of the Agreement. (20.4.3)
5. Any disturbance or disposition of archaeological specimens is to be managed in accordance with Article 20. (20.4.4)
6. Public records, wherever they are found, shall be owned and managed by the Government by which they were created or held. (20.4.9)

ARCHAEOLOGY

Sheet # 20 - 7

PROJECT: Requests for possession of archaeological specimens**RESPONSIBILITIES:** Makivik Designated Organization (MDO); Designated Agencies as set out in Schedule 20-1 (Designated Agency)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request possession of an 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	MDO	At discretion
2	Comply with the request or refuse the request if any of section 20.5.1 (a), (b), (c), (d), (e) or (f) applies or if section 20.5.3 applies	Designated Agency	As soon as practicable after receiving the request in Activity 1
3	Attach terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of possession	Designated Agency	If the ethnographic agency deems it necessary and when complying with a request under Activity 2
4	Request an archaeological specimen in the possession of the MDO	Designated Agency	At discretion
5	Negotiate the basis for granting possession of an archaeological specimen held by the MDO	MDO, Designated Agency	As soon as practicable after receiving the request in Activity 4

OBLIGATIONS ADDRESSED:

20.5.1 The MDO may request possession of any archaeological specimen found within the NMR or from any federal or territorial government agency, including the Canadian Museum of Civilization, and any territorial archaeological agency. Such requests shall not be refused by the agency unless:

- (a) the MDO is unable to maintain the archaeological specimen without risk;
- (b) the MDO is unable to provide access to the archaeological specimen commensurate with scientific or public interests;

- (c) the agency is unable to give up possession because of some term or condition of its original acquisition from a non-government source;
- (d) the Canadian Museum of Civilization, Library and Archives 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 If the MDO requests a loan under section 20.5.1 but the material is subject to an existing, legally binding loan commitment, the MDO shall have priority over others to obtain possession of the material once that commitment has been fulfilled.

20.5.4 A Designated Agency may request possession of any archaeological specimen in the possession of the MDO and the MDO may grant possession on a basis to be negotiated between the Designated Agency and the MDO.

FUNDING:

1. Where the request for the possession of any archaeological specimens has been granted by a Designated Agency, the costs associated with transporting or otherwise preparing or handling the archaeological specimens shall be negotiated between the Designated Agency and the MDO.

RELATED CLAUSES:

20.1.1 - definition of “archaeological specimen”

20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence

20.2.2 - recognises involvement of Inuit desirable in identifying, protecting and conserving sites and specimens

20.2.3 - government and Inuit responsibilities to be balanced in managing and conserving sites and specimens

20.4.1 to 20.4.8 and 20.3.9 - provisions related to ownership and dispossession of specimens

SCHEDULE 20-1 - list of designated agencies

Article 22 - provisions related to the establishment of Makivik Designated Organizations (MDOs)

ARCHAEOLOGY

Sheet # 20 - 8

PROJECT: Inuktitut translations of Designated Agency publications**RESPONSIBILITIES:** Designated Agencies as set out in Schedule 20-1 (Designated Agency)**PARTICIPANT/LIAISON:** Makivik Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Translate into Inuktitut and make available any publications by a Designated Agency that are aimed at informing the Canadian public about archaeology in the NMR	Designated Agency	Upon publication of such documents

OBLIGATIONS ADDRESSED:

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.

RELATED CLAUSES:

20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence

20.2.2 - recognition involvement of Inuit desirable in identifying, protecting and conserving sites & specimens

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Publications that are to be translated into Inuktitut would only be those which result from the outcome of work related to permits authorizing archaeological investigations in the NMR.

ARCHAEOLOGY

Sheet # 20 - 9

PROJECT: Repatriation of human remains and associated burial objects found in Nunavik Inuit burial sites in the NMR

RESPONSIBILITIES: Makivik Designated Organization (MDO); Canada; Government of Nunavut (GN)

PARTICIPANT/LIAISON: Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request, in writing, Nunavik Inuit human remains and associated burial objects that were found in Nunavik Inuit burial sites in the NMR and subsequently removed from the NMR and are still being held by government	MDO	At discretion
2	Deliver to the MDO the Nunavik Inuit human remains and associated burial objects requested in Activity 1	Canada, GN	Upon request and in accordance with applicable legislation and government policies
3	Facilitate the MDO's access to Nunavik Inuit human remains and associated burial objects that are held in other public and private collections	Canada, GN	Upon request by the MDO

OBLIGATIONS ADDRESSED:

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

FUNDING:

1. Where the request to deliver to the MDO any Nunavik Inuit human remains and associated burial objects has been granted by government, the associated costs for the delivery shall be negotiated between the government and the MDO in accordance with applicable legislation and government policies.

ARCHAEOLOGY

Sheet # 20 - 10

PROJECT: Discovery of a burial site in the NMR**RESPONSIBILITIES:** person making the discovery; Makivik Designated Organization (MDO); Canada; Government of Nunavut (GN); person wishing to survey or disturb the burial site; Parks Canada Agency (PCA)**PARTICIPANT/LIAISON:** Makivik

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO and government of the discovery of a burial site on Nunavik Inuit Lands	person making the discovery	Immediately upon discovering a burial site
2	Determine if the burial site contains Nunavik Inuit human remains or associated burial objects	MDO, GN	Within a reasonable time after being notified in Activity 1
3	Obtain written consent of the MDO to survey or disturb the burial site subject to conditions established by the MDO	person wishing to survey or disturb the burial site	As required
4	Take appropriate measures to respect the dignity of the site and of any human remains and associated burial objects therein	person wishing to survey or disturb the burial site	As required after obtaining written consent as per Activity 3
5	Determine the reburial or other disposition of the Nunavik Inuit human remains or associated burial objects	MDO	If the MDO and government determine that Nunavik Inuit human remains or associated burial objects must be removed from a Nunavik Inuit burial site
6	Seek and reach agreement if the MDO wishes to bury or otherwise dispose of the Nunavik Inuit human remains in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve	PCA, MDO	As required

OBLIGATIONS ADDRESSED:

20.6.2.1 Immediately upon discovering a burial site in the NMR a person shall notify the MDO and

Government.

- 20.6.2.2 Subject to section 20.6.2.4, if determined by the MDO and government that the burial site on Nunavik Inuit Lands contains Nunavik Inuit human remains or associated burial objects the burial site shall not be surveyed or disturbed without the written consent of the MDO and subject to conditions established by the MDO.
- 20.6.2.3 Any person having received permission in section 20.6.2.2 to survey or disturb a Nunavik Inuit burial site shall take appropriate measures to respect the dignity of the site and of any human remains and associated burial objects therein.
- 20.6.2.6 If the MDO and government determine that Nunavik Inuit human remains or associated burial objects must be removed from a Nunavik Inuit burial site, the MDO shall determine the reburial or other disposition of the Nunavik Inuit human remains or associated burial objects. If the MDO wishes to bury or otherwise dispose of the Nunavik Inuit human remains in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, Canada and the MDO must jointly agree.

RELATED CLAUSES:

- 20.6.2.4 - A Nunavik Inuit burial site on Nunavik Inuit Lands may be disturbed by police
20.6.2.5 - consult and receive the consent of the MDO prior to issuing a land use permit for a burial site.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A Nunavik Inuit burial site on Nunavik Inuit Lands may be disturbed by police, where authorized by legislation, without the consent of the MDO, if such disturbance is required in relation to a police investigation. (20.6.2.4)

ARCHAEOLOGY**Sheet # 20 - 11**

PROJECT: Preferential treatment for Nunavik Inuit in contracting for carrying out archaeological work in the NMR

RESPONSIBILITIES: Makivik; Canada; Government of Nunavut (GN)

PARTICIPANT/LIAISON: Makivik Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make available to federal and Nunavut government agencies a current and comprehensive list of qualified Nunavik Inuit contractors	Makivik	Prior to contracting for archaeological work in the NMR and from time to time thereafter
2	Notify any qualified Nunavik Inuit contractors of contracting opportunities related to archaeological work to be carried out in the NMR	Canada, GN	When intending to contract for archaeological work in the NMR
3	Develop system for informing qualified Nunavik Inuit of employment opportunities related to archaeological programs administered by Government in the NMR	Canada, GN	Ongoing in accordance with the requirements of Article 13
4	Include appropriate clauses in tender and contract documents to meet the requirements of 20.7.1	Canada, GN	As contracting documents are being prepared
5	Provide notice to Nunavik Inuit contractors and take other appropriate measures to inform Inuit firms of archaeological contract opportunities and bid requirements as they arise	Canada, GN	When contract documents are made available to select firms or the general public
6	Ensure that the archaeological programs administered by Canada or the Government of Nunavut in the NMR conform with the employment and training provisions set out in Article 13.	Canada, GN	Ongoing as required

OBLIGATIONS ADDRESSED:

20.7.1 Where any agency of the Government intends to contract for carrying out of archaeological work

in the NMR, the agency shall:

- (a) give preferential treatment to qualified Nunavik Inuit contractors where the agency proposes to tender such contract; and
- (b) ensure that all contractors give preferential treatment to qualified Nunavik Inuit.

20.7.2 Any archaeological programs in the NMR that are administered by Government shall also conform with Article 13.

RELATED CLAUSES:

20.1.1 - definition of “archaeological investigation”

20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence

20.2.2 - involvement of Inuit in identifying, protecting and conserving sites and specimens

20.6.1 - repatriation of human remains and associated burial objects

Article 13 - provisions related to contracts and employment priority in the NMR

**ARTICLE 21 - ETHNOGRAPHIC RESOURCES AND
ARCHIVAL RECORDS**

Sheet # 21 - 1

PROJECT: MDO requests for the loan of NMR ethnographic resources**RESPONSIBILITIES:** Makivik Designated Organization (MDO); Canada or Government of Nunavut ethnographic agencies, Canadian Museum of Civilization, Parks Canada Agency (ethnographic agency)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate request for the loan of any ethnographic resource originating in or relating to the NMR and in the possession of any federal or territorial government agency	MDO	At discretion
2	Give full and fair consideration to the request and respond to the MDO	ethnographic agency	As soon as practicable after receiving the request in Activity 1
3	Comply with the request for the loan or refuse the request if any of section 21.2.1 (a), (b), (c), (d), (e) or (f) applies or if section 21.2.3 applies	ethnographic agency	As soon as practicable after receiving the request in Activity 1
4	Attach terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of the loan	ethnographic agency	If the ethnographic agency deems it necessary and when complying with a request under Activity 3
5	Arrange for the loan of the ethnographic resource	MDO, ethnographic agency	As soon as practicable after agreeing to the request for the loan

OBLIGATIONS ADDRESSED:

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 If the MDO requests a loan under section 21.2.1 but the material is subject to an existing, legally binding loan commitment, the MDO shall have priority over others to obtain possession of the material once that commitment has been fulfilled.

RELATED CLAUSES:

21.1.1 - definition of "ethnographic agency" and "ethnographic resource"

21.1.2 - Article 21 not to be in conflict with Article 20 (Archaeology)

21.2.4 - where ethnographic agency is party to another agreement governing use and disposition

FUNDING:

1. Where the request for the loan of any ethnographic resource originating in or relating to the NMR has been granted by a Designated Agency, the costs associated with transporting or otherwise preparing or handling the ethnographic resource shall be negotiated between the Designated Agency and the MDO.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Where the Ethnographic agency is party to an agreement which governs the use and disposition of ethnographic resources deposited with the agency, that agreement will be respected. (21.2.4)
2. "ethnographic agency" means an organization within Government mandated to conduct ethnographic research and/or preserve ethnographic resources and archival records. (21.1.1 - definitions)
3. "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. (21.1.1 - definitions)

ETHNOGRAPHIC RESOURCES AND ARCHIVAL RECORDS

Sheet # 21 - 2

PROJECT: MDO requests for the loan of original NMR archival records**RESPONSIBILITIES:** Makivik Designated Organization (MDO); Library and Archives Canada (LAC); territorial archival agency (archival agency)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate request for the loan of original archival records relating to the NMR for display or exhibit, or copies of such archival records for research or study purposes	MDO	At discretion of the MDO
2	Give full and fair consideration to the request by treating the request on at least as favourable a basis as similar requests from any other institutions	LAC or archival agency	As soon as practicable after Activity 1
3	Respond to the MDO's request for the loan	LAC or archival agency	After giving full and fair consideration to the request
4	Unless otherwise agreed, set terms and conditions for the loan which comply with laws of general application, policies and procedures	LAC or archival agency	As part of agreeing to the loan
5	Arrange for the loan of the archival records to the MDO	MDO, LAC or archival agency	As required

OBLIGATIONS ADDRESSED:

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 Library and Archives Canada or any territorial government archival agency, such request shall be treated on at least as favourable a basis as similar requests from any other institutions. Unless otherwise agreed, such requests shall comply with laws of general application, policies and procedures.

RELATED CLAUSES:

- 20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence
- 20.2.3 - Inuit and government responsibilities regarding archaeological sites and specimens
- 21.1.1 - definition of "ethnographic agency" and "archival records"
- 21.1.2 - Article 21 not to be in conflict with Article 20 (Archaeology)

Article 22 - provisions related to the establishment of a Makivik Designated Organization (MDO)

FUNDING:

1. Where the request for the loan of original archival records relating to the NMR has been granted by a Designated Agency, the costs associated with transporting or otherwise preparing or handling the original archival records shall be negotiated between the LAC or archival agency and the MDO in accordance with laws of general application, policies and procedures.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "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.. (21.1.1 - Definitions)
2. "ethnographic agency" means an organization within Government mandated to conduct ethnographic research and/or preserve ethnographic resources and archival records. (21.1.1 - Definitions)
3. Article 20 of the Agreement includes a number of "general principles" which are of relevance with regard to the use of ethnographic resources and archival material related to the NMR. One of these states that 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. (20.2.1)

ETHNOGRAPHIC RESOURCES AND ARCHIVAL RECORDS**Sheet # 21- 3****PROJECT:** Process for the review of place names within the NMR**RESPONSIBILITIES:** Makivik Designated Organization (MDO); Government of Nunavut - Culture, Language, Elders and Youth (GN - CLEY)**PARTICIPANT/LIAISON:** Nunavik Inuit; Canada - Natural Resources Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review locations, geographic features and landmarks in the NMR to determine if a request should be made to change the place names to their traditional Nunavik Inuit place names	MDO	After effective date and at the discretion of the MDO
2	Request that a current official place name in the NMR be changed to a traditional Nunavik Inuit place name in accordance with the process described in section 21.4.2.	MDO	At discretion after review conducted as per Activity 1
3	Give full and fair consideration to any request in Activity 2 in accordance with the process described in section 21.4.2.	GN - CLEY	As required
4	Make final decision with respect to the proposed change of place name in the NMR and inform the MDO and Natural Resources Canada of the decision, in writing, of the decision	GN - CLEY	After completion of the review process as per Activity 3

OBLIGATIONS ADDRESSED:

21.4.1 The Nunavik Inuit have traditionally referred to various locations, geographic features and landmarks in the NMR by their traditional Nunavik Inuit place names. The official names of such places shall be reviewed by the MDO and may be changed to traditional Nunavik Inuit place names in accordance with the process described in section 21.4.2.

21.4.2 The process for review of place names within the NMR shall be, pursuant to the Government of Nunavut's geographical names policy dated November 2004, subject to the requirement that the MDO be consulted on any place name decisions in the NMR.

RELATED CLAUSES:

Article 1 - definition of “Nunavik Inuit”

20.2.1 - recognition of special interest of Nunavik Inuit in archaeological evidence

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Article 20 of the Agreement includes a number of “general principles”, which are of general relevance with regard to the cultural, historical and ethnographic heritage of Nunavik Inuit society.
2. The Government of Nunavut’s Department of Culture, Language, Elders and Youth developed a *Geographic Names Policy*, which was revised in November 2004. The policy includes the establishment of a Nunavut Geographic Names Committee which reviews all requests for place name approvals and/or changes in Nunavut and it also sets out a review process.
3. It is assumed that, upon receipt of details of decisions to adopt or change geographical names within the NMR, the Government of Nunavut, in collaboration with the MDO, will forward the information to the Secretariat for the Geographical Names Board of Canada (formerly the Canadian Permanent Committee on Geographical Names), who maintain the Canadian Geographical Names Data Base. The National Topographic System (NTS) maps will be amended to reflect these name decisions when they are produced or revised.

ISSUE FOR CLARIFICATION:

1. 21.4.2 has not yet been agreed to. It is suggested that given the GN’s *Geographic Names Policy*, reference to the former 1997 territorial (GNWT) policy should be replaced by the GN’s new policy.

ARTICLE 22 - MAKIVIK DESIGNATED ORGANIZATIONS (MDOs) Sheet # 22 - 1**PROJECT:** Maintenance of Makivik and designation of MDOs**RESPONSIBILITIES:** Nunavik Inuit; Makivik; Makivik Designated Organizations (MDOs)**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Nunavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Maintain Makivik and ensure it operates with accountability to, and democratic control by, Nunavik Inuit	Nunavik Inuit	Ongoing
2	Exercise responsibility for any power, function, duty or authority of a MDO under the Agreement if a designation in respect of that power, function, duty or authority has not been made	Makivik	Ongoing after effective date
3	Review the appropriateness of and make decision to designate a MDO as responsible for any power, function, duty or authority of a MDO under the Agreement where that MDO has the capability to undertake that power, function or authority	Makivik	Ongoing as required
4	Set terms and conditions for any designation of a power, function, duty or authority of a MDO under the Agreement	Makivik	As required in response to Activity 3 and after consultation with the MDO
5	Provide written notice to Government of any designation or revocation of an MDO	Makivik	As soon as reasonably possible after making a designation
6	Enter appropriate information into the public record of all MDOs specifying the powers, functions, duties or authorities under the Agreement for which the MDO has been designated (see Sheet # 22-3, Activity 1 and 2)	Makivik	As soon as reasonably possible after a designation has been made as per Activity 4

7	Ensure that the MDO is constituted and operates with accountability to, and democratic control by, Nunavik Inuit	Makivik	Continuing responsibility for as long as the MDO has been designated powers, functions, duties or authorities under Agreement
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OBLIGATIONS ADDRESSED:

- 22.1 Nunavik Inuit shall maintain Makivik and ensure it operates with accountability to, and democratic control by, Nunavik Inuit.
- 22.2 Makivik may, on such terms and conditions as it deems appropriate, designate a MDO as responsible for any power, function, duty or authority of a MDO under this Agreement where that MDO has the capability to undertake that power, function or authority.
- 22.4 Makivik shall provide written notice to Government as soon as reasonably possible of any designation under Section 22.2 and any revocation under Section 22.3.
- 22.5 Makivik shall be responsible for a power, function, duty or authority of a MDO under this Agreement if a designation in respect of that power, function, duty or authority either has not been made under Section 22.2 or has been revoked under Section 22.3.
- 22.7 Every MDO designated under Section 22.2 shall be constituted and operate with accountability to, and democratic control by, Nunavik Inuit.

RELATED CLAUSES:

- 1.1 - definition of “Makivik Designated Organization(s)” or “MDO(s)”
- 2.3 - MDOs continue to benefit from government programs for Nunavik Inuit or aboriginal people
- 5.2.5 - MDOs and regulation of access to wildlife
- 5.2.8 - consultation on wildlife research
- 5.3.13 - allocation of total allowable take
- 5.3.15 - first refusal for new commercial operations
- 5.3.28 - incompatibility of harvesting and land use activities
- 5.4 - MDO role related to commercial harvesting in marine areas beyond the NMR
- 5.8.3 - MDO to nominate representation on discussions related to interjurisdictional agreements
- 6.4.1 - Government and MDO may add functions to role of NMRPC
- 6.4.5 - nomination of membership of NMRPC
- 6.4.8 - alternates for MDO nominated members of NMRPC
- 6.4.18 - standing allowed to a MDO at all hearings
- 6.5.3 - review of draft land use plans
- 6.6.1 - MDOs may propose amendments to land use plans
- 7.2.4 - assignment of additional functions to the NMRIRB
- 7.2.6 - nomination of members to the NMRIRB
- 7.2.14 - membership of NMRIRB panels
- 7.2.27 - MDOs allowed full standing at public hearings
- 7.6.2 and 7.6.3 - membership of federal environmental assessment panels

- 7.8.2 - reconsideration of terms and conditions of certificates
- 7.10.5 - MDOs have standing in court to enforce certificates
- 7.11.1 - review of projects with transboundary impacts
- 8.2.1 - addition of MDO acquired lands to Nunavik Inuit Lands
- 8.4 - disposition of interests in Nunavik Inuit Lands
- 8.5 - vesting of title to Nunavik Inuit Lands
- 8.7.4 - MDOs to sign legal surveys
- 8.7.6 - subdivision of Nunavik Inuit Lands
- 8.7.7 - change of title from one MDO to another MDO
- 8.8.6 - liability for loss or damage from contaminated sites
- 8.8.8 - transfer of contaminated sites to MDO following clean-up
- 11.2 - establishment of boundaries of protected areas in the NMR
- 11.3.1 - consultations on planning and management of protected areas in the NMR
- 11.3.2 and 11.3.3 - management advisory committees for protected areas in the NMR
- 11.4.2 and 11.4.3 - MDO involvement in Impact and Benefit Agreements (IBAs)
- 12.1.1 - consent required from MDO for entry to Nunavik Inuit Lands
- 12.2 - public access to Nunavik Inuit Lands
- 12.3 - Government access to Nunavik Inuit Lands
- 12.4 - MDO rights and responsibilities with respect to expropriation of Nunavik Inuit Lands
- 12.5 - MDO rights with regard to the use of sand and gravel by Government in NMR
- 12.6.2 - saving clause related to exercising rights under Article 12
- 13.3.5 - MDO to prepare and maintain a comprehensive list of Nunavik Inuit Firms
- 14.11 - MDO may make claim on behalf of claimant for wildlife compensation
- 18.1 - no taxation on capital transfer or implementation funds received by MDO
- 18.2 - treatment of income from Nunavik Inuit Lands and depreciable property
- 19.2 - Nunavik Inuit Lands and real property taxation
- 20.2.4 - MDO to participate in developing policy and legislation on archaeology in NMR
- 20.3 - role of MDO in authorizing permits for archaeological investigations
- 20.4 - role of MDO with respect to ownership and disposition of archaeological specimens
- 20.5 - rights of MDO with respect to requests for possession of archaeological specimens
- 20.6 - human remains, burial objects and burial sites
- 21.2 - rights of MDO with respect to requests for loan of ethnographic resources
- 21.3 - rights of MDO with respect to requests for loan of original archival records
- 21.4 - rights of MDO with respect to change of place names in the NMR
- 22.3 - revoking a designation of an MDO
- 22.6 - Makivik to keep public record of all MDOs
- 22.8 - Makivik and MDOs subject to laws of general application
- 22.9 - MDOs may exercise powers and functions granted by other means
- 22.10 - Government not liable for acts or omissions of Makivik or MDOs
- 22.11 - Powers and functions of MDOs deemed to be exercised on behalf of Nunavik Inuit
- 22.12 - Nunavik Inuit not liable for powers and functions exercised by Makivik or MDOs
- 27.4.3 - rights and responsibilities of MDOs with regard to jointly owned lands
- 27.5.2 - exercise of Nunavut Inuit rights in areas of equal use and occupancy
- 27.8.1 - MDOs and standing before courts or other bodies in relation to rights in overlap areas

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 5 of this sheet, the notice to government related to the designation of a MDO by Makivik should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

2. In relation to Activity 5 of this sheet, the notice to government related to the designation of a MDO by Makivik should be sent to the following address in the Nunavut Government:

Government of Nunavut
P.O. Box 1000, Station 205
Iqaluit, Nunavut
X0A 0H0

MAKIVIK DESIGNATED ORGANIZATIONS (MDOs)

Sheet # 22 - 2

PROJECT: Revocation of the designation of a MDO**RESPONSIBILITIES:** Makivik**PARTICIPANT/LIAISON:** Makivik Designated Organizations; Nunavik Inuit; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Nunavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review designation of a MDO and make decision to revoke	Makivik	At any time at the discretion of Makivik
2	Exercise responsibility for any power, function, duty or authority of a MDO under the Agreement upon the revocation by Makivik of such a designation	Makivik	Immediately upon making revocation as per Activity 1
3	Provide written notice to the MDO of any revocation of any of the powers, functions, duties, and authorities under a designation of an MDO	Makivik	As soon as reasonably possible after Activity 1
4	Provide written notice to government of any revocation of any of the powers, functions, duties, and authorities under a designation of an MDO	Makivik	As soon as reasonably possible after Activity 1
5	Make appropriate changes to the information contained in the public record of all MDOs	Makivik	As soon as reasonably possible after Activity 1

OBLIGATIONS ADDRESSED:

22.3 Makivik may revoke a designation under Section 22.2 at any time.

22.4 Makivik shall provide written notice to Government as soon as reasonably possible of any designation under Section 22.2 and any revocation under Section 22.3.

22.5 Makivik shall be responsible for a power, function, duty or authority of a MDO under this Agreement if a designation in respect of that power, function, duty or authority either has not been made under Section 22.2 or has been revoked under Section 22.3.

RELATED CLAUSES:

- 22.2 - Makivik may designate powers and functions to a MDO on terms and conditions it deems appropriate
- 22.6 - Makivik to keep public record of all MDOs and the powers and authorities designated
- 22.9 - MDOs may exercise powers and functions granted by other means
- 22.10 - Government not liable for acts or omissions of Makivik or MDOs
- 22.11 - Powers and functions of MDOs deemed to be exercised on behalf of Nunavik Inuit
- 22.12 - Nunavik Inuit not liable for powers and functions exercised by Makivik or MDOs

FUNDING:

1. Makivik is responsible for meeting the costs related to any power, function, duty or authority for which it has re-assumed authority.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 4 of this sheet, the provision of written notice to government of any revocation of any of the powers, functions, duties, and authorities under a designation of an MDO, should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

2. In relation to Activity 4 of this sheet, the provision of written notice to government of any revocation of any of the powers, functions, duties, and authorities under a designation of an MDO, should be sent to the following address in the Nunavut Government:

Government of Nunavut
P.O. Box 1000, Station 205
Iqaluit, Nunavut
X0A 0H0

MAKIVIK DESIGNATED ORGANIZATIONS (MDOs)

Sheet # 22 - 3

PROJECT: Establishment of public record of all MDOs**RESPONSIBILITIES:** Makivik**PARTICIPANT/LIAISON:** Makivik Designated Organizations; Nunavut Government; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish at its head office a public record of all MDOs designated under Section 22.2 specifying their powers, functions, duties or authorities under the Agreement	Makivik	Upon effective date
2	Enter additional information into the public record whenever additional powers, functions, duties or authorities under the Agreement have been designated to a MDO by Makivik	Makivik	As soon as reasonably possible upon the designation of powers, functions, duties or authorities to a MDO
3	Enter additional information into the public record whenever a designation of powers, functions, duties or authorities to a MDO under the Agreement has been revoked by Makivik	Makivik	As soon as reasonably possible upon the revocation of the designation of powers, functions, duties or authorities to a MDO

OBLIGATIONS ADDRESSED:

22.6 Makivik shall establish and keep up to date at its head office a public record of all MDOs designated under Section 22.2 which record shall specify the powers, functions, duties or authorities under this Agreement for which each one has been designated.

RELATED CLAUSES:

22.2 - Makivik may designate powers and functions to a MDO on terms and conditions it deems appropriate

22.3 - Makivik may revoke a designation of a MDO at any time

FUNDING:

1. Makivik is responsible for meeting the costs of establishing and keeping up to date the public record of all MDOs that have been designated powers, functions, duties or authorities under Section 22.2 of the Agreement.

ARTICLE 23 - IMPLEMENTATION

Sheet # 23 - 1

PROJECT: Establishment of the Implementation Committee**RESPONSIBILITIES:** Makivik; Canada - Minister of Department of Indian Affairs and Northern Development (DIAND - Minister) ; Minister - Government of Nunavut (GN - Minister); Canada - Department of Indian Affairs and Northern Development - Implementation Management (DIAND - IM); Government of Nunavut (GN)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish the Implementation Committee by designating one senior official to represent each respective party on the Implementation Committee and notify each other, in writing, of their designates	Makivik, DIAND - Minister, GN - Minister	No later than three (3) months after the effective date
2	Appoint replacement representatives and notify other parties in writing of the replacement	Makivik, DIAND - IM, GN	As required from time to time after the effective date

OBLIGATIONS ADDRESSED:

23.3.1 As soon as practicable, but no later than three (3) months after effective date, an Implementation Committee shall be established.

23.3.2 The Implementation Committee shall be composed of three (3) senior officials: one (1) representing the Government of Canada designated by the Minister; one (1) representing the Government of Nunavut; and one (1) representing Makivik.

RELATED CLAUSES:

- 23.1.1 (c) (ii) - allow flexibility through the establishment of an Implementation Committee
- 23.2.3 (f) - monitoring the implementation of the Agreement through the Implementation Committee
- 23.3.3 - responsibilities of the Implementation Committee

FUNDING:

1. Each party shall be responsible for the costs of the participation of their representative to the Implementation Committee.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Potential representatives for the Implementation Committee are to be identified by each Party prior to the coming into effect of the Agreement.

IMPLEMENTATION

Sheet # 23 - 2

PROJECT: Operation of the Implementation Committee**RESPONSIBILITIES:** Implementation Committee (Committee)**PARTICIPANT/LIAISON:** Makivik; Canada - Department of Indian Affairs and Northern Development - Implementation Management; Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop Committee protocol or procedures including the scheduling of meetings	Committee	As soon as possible after the establishment of the Committee
2	Perform the duties of the Implementation Committee in accordance with section 23.3.3	Committee	As required, ongoing
3	Assist in coordinating the implementation activities of the parties	Committee	As required, ongoing
4	Attempt to resolve implementation disputes arising among the parties to the Implementation Plan	Committee	As required at the request of any of the parties prior to reference to Article 24 on the dispute resolution process
5	Revise the schedule of activities, reallocate resources and amend the Implementation Plan	Committee	When deemed necessary
6	Coordinate the preparation and publication of the report on the implementation of the Agreement as required under section 23.3.3 (e)	Committee	Every two years
7	Conduct a review and make recommendations to the parties on the renewal of the Implementation Plan beyond the initial ten (10) year period	Committee	Prior to the end of the ninth (9) year of the Plan or as otherwise determined by the parties

OBLIGATIONS ADDRESSED:

23.3.3 The Implementation Committee shall:

- (a) oversee and provide direction to guide the implementation of this Agreement;

- (b) monitor the Implementation Plan;
- (c) when it deems necessary, revise the schedule of activities, reallocate resources and amend the Implementation Plan;
- (d) attempt to resolve implementation disputes arising among the parties to the Implementation Plan. Unresolved implementation disputes shall be resolved pursuant to Article 24;
- (e) provide the Minister of IAND, the Leader of the Government of Nunavut and Makivik with a report on the implementation of this Agreement, every two (2) years, which shall be made public. The cost of the report shall be borne by the Government of Canada; and
- (f) make recommendations for the implementation of this Agreement, including the role of the Implementation Committee, to the parties to the Implementation Plan for future planning periods following the initial ten-year period.

RELATED CLAUSES:

- 23.1.1 (c) (ii) - allow flexibility through the establishment of an Implementation Committee
- 23.2.3 (f) - monitoring the implementation of the Agreement through the Implementation Committee

FUNDING:

1. The report referred to in Section 23.3.3 (e) shall be a cost of the Government of Canada.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. All decisions of the Implementation Committee shall be by unanimous agreement of all members.
(23.3.4)

IMPLEMENTATION

Sheet # 23 - 3

PROJECT: Nunavik Inuit Implementation Funding**RESPONSIBILITIES:** Makivik; Canada - Department of Indian Affairs and Northern Development (DIAND)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Calculate a final schedule of payments to be set out in Schedule A attached to Article 23	DIAND	Prior to the effective date of the Agreement
2	Make implementation funding payments to Makivik and the Nunavik Inuit Trust in accordance with section 23.4.1 and as set out in Schedule A attached to Article 23	DIAND	A first payment on the effective date and subsequent payments on each anniversary date as set out in Schedule A attached to Article 23
3	Administer and use the implementation funding provided for under section 23.4.1 and in accordance with section 23.4.4	Makivik	Ongoing as required

OBLIGATIONS ADDRESSED:

- 23.4.1 The Government of Canada shall make implementation funding payments, including funding for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada and for the resolution of Nunavik Inuit Claims in Labrador onshore and offshore, to Makivik and the Nunavik Inuit Trust in accordance with Schedule A to this Article.
- 23.4.4 Makivik shall use the funds referred to in section 23.4.1 to implement this Agreement and to carry out the objects of Makivik as set out in the Act respecting the Makivik Corporation, R.S.Q., chapter S-18.1.

RELATED CLAUSES:

- 23.1.1 (c) (i) - Implementation Plan shall identify level of government implementation funding.

FUNDING:

1. The Government of Canada shall make implementation funding payments to Makivik and the Nunavik Inuit Trust according to Schedule A of Article 23.

2. Any payments made pursuant to Section 23.4.1 are not intended by the parties to fulfill or discharge the ongoing funding responsibilities of the Government of Canada for the implementation of this Agreement. (23.4.2)
3. Unless otherwise specified in the Agreement, Canada shall not be responsible for the costs of Makivik or the Nunavik Inuit Trust to implement this Agreement. (23.4.3)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The schedule of implementation transfer payments, to be negotiated prior to the effective date, will provide for a first payment on the effective date and subsequent payments on each anniversary date and will be set out in Schedule A attached to Article 23

ARTICLE 24 - DISPUTE RESOLUTION PROCESS

Sheet # 24 - 1

PROJECT: Arbitration process**RESPONSIBILITIES:** Party to the dispute; Arbitrators; judge, Makivik, Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate arbitration in respect of any matter specified in section 24.1 by serving written notice to the other party to the dispute in accordance with section 24.3	Party to the dispute requesting arbitration	As required
2	Reply to the notice of arbitration in accordance with section 24.4	Other party to the dispute	Within 30 days of receipt of notice under Activity 1
3	Name one arbitrator each	Parties to the dispute	As part of initiating arbitration and replying to the notice
4	Agree on a third arbitrator	Arbitrators named in Activity 3	As soon as reasonable after initiating the arbitration process
5	Appoint a third arbitrator pursuant to the <i>Arbitration Act</i> , R.S.N.W.T. 1988, c. A-5 as duplicated in Nunavut pursuant to the <i>Nunavut Act</i> , if parties to the dispute fail to agree on a third arbitrator in Activity 4	Judge	As soon as reasonable after initiating the arbitration process
OR			
6	Consider the application of any person to participate as an intervener whose interest may be affected by the arbitration and notify the person of any decision taken	Arbitrators	Prior to commencement of the arbitration process
7	Conduct the arbitration hearings in accordance with section 24.7 and in an informal and expeditious manner	Arbitrators	Within 45 days of agreement on the appointment of the third arbitrator or within such longer period as the parties to the arbitration may agree

8	Make a decision on the dispute and release the decision, in writing, giving reasons for the decision	Arbitrators	After majority decision is made or, if no majority decision, after decision of third arbitrator
9	Maintain a public record of the arbitration decisions in accordance with section 24.14	Makivik, Canada	As required

OBLIGATIONS ADDRESSED:

24.1 The following matters shall be arbitrated pursuant to this Article:

- (a) matters specifically designated in other articles of this Agreement for resolution by arbitration under this Article; and
- (b) where Makivik and Government agree to be bound by an arbitration decision, any other matters arising from this Agreement including, without limiting the generality of the foregoing, any matter concerning the interpretation, application or implementation of this Agreement.

24.3 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 paragraph 24.1(b) where the arbitrators uphold the position of Makivik.

24.9 The arbitrators shall proceed to arbitrate a dispute within 45 days of agreement on 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 it is released in writing. The decision shall be released with reasons.
- 24.18 Except in respect of disputes arbitrated under these provisions, nothing in these provisions affects the jurisdiction of any court.

RELATED CLAUSES:

- 5.3.28 - incompatibility of harvesting and land use activities
- 8.8.3 - dispute on contaminated site existing prior to effective date
- 12.3.4 - failure to reach agreement on terms and conditions for access to Inuit lands
- 12.3.7 - MDO and government unable to agree on compensation for damage caused by access
- 12.4.8 - MDO and expropriation authority disagree on compensation
- 12.5.1 - MDO and government disagree on access to sand and gravel
- 20.4.6 - lack of agreement on a proposal for a long-term alienation of Nunavik Inuit lands as outlined in section 20.4.5
- 23.3.3 (d) - unresolved implementation disputes shall be resolved pursuant to Article 24
- 24.2 - arbitration decisions may not alter, amend, delete or substitute any provisions of the Agreement
- 24.8 - intent of the arbitration process
- 24.15 - failure of a party to comply with any terms and conditions of an arbitration decision
- 24.16 - a party to an arbitration may request an interim measure of protection
- 24.17 - effective date of a decision is when it is released in writing and with reasons
- 24.18 - affect on jurisdiction of any court of disputes arbitrated under these provisions

FUNDING:

1. 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. (24.10)
2. No costs shall be awarded against Makivik in any arbitration within subsection 24.1(b) where the arbitrators uphold the position of Makivik. (part of 24.7)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. 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. (24.13)
2. 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. (24.15)
3. 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. (24.16)

ARTICLE 25 - RATIFICATION PROCEDURE**Sheet # 25 - 1****PROJECT:** Establishment and operation of the Ratification Committee

RESPONSIBILITIES: Makivik; Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Premier (GN - Premier); Ratification Committee (Committee); Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM)

PARTICIPANT/LIAISON: Nunavik Inuit; Voters List Committee; Library and Archives Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Name three individuals to serve on the Ratification Committee and provide DIAND - IM and GN with written notice of the nominations	Makivik	As soon as possible after the Agreement is initialled
2	Name one individual each to serve on the Ratification Committee and provide Makivik with written notice of the nominations	DIAND - Minister GN - Premier	As soon as possible after the Agreement is initialled
3	Prepare an operations budget for the Committee, including funding for the Voters List Committee and for holding the ratification vote, and submit to DIAND - IM	Committee	As soon as reasonably possible after notice of the nominations to the Committee have been received
4	Review budget and approve as submitted or as varied by DIAND - IM and provide funding, as approved, to the Committee	DIAND - IM	As soon as reasonably possible after Activity 3
5	Organize offices and hire administrative staff, translators, and other personnel that are required to carry out the mandate of the Committee and the Voters List Committee	Committee	As soon as reasonably possible after the budget is approved as per Activity 4
6	Provide Committee with a list of the names of all Nunavik Inuit along with their birth dates.	Makivik	As soon as reasonably possible after establishment of the Committee

7	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	Committee	Not less than 60 days and not more than 90 days after Activity 6
8	Receive information from the Voters List Committee related to all applications made to have an individual's name added to or removed from the voters list and decisions made thereon, as set out in Activity 6, Sheet # 25-2	Committee	As soon as possible after a decision has been made on all applications submitted to the Voters List Committee
9	Forward an amended preliminary voters list to Makivik and DIAND - IM for review and approval	Committee	Within 7 days of receipt of notification from the Voters List Committee on all decisions rendered as per Activity 6, Sheet # 25-2
10	Approve the amended preliminary voters list	Makivik DIAND - IM	After receipt of the amended preliminary voters list as per Activity 9
11	Publish the Official Voters List including posting the list in each of the communities listed in Schedule 25-1 of the Agreement and other such places deemed appropriate by the Committee	Committee	Upon receipt of approval of the list from DIAND - IM and Makivik
12	Prepare material in English, French and Inuktitut that summarizes the substance and details of the Agreement and prepare sufficient copies for distribution at community consultations	Committee	After establishment of the Committee and before start of the community consultations
13	Establish rules for the Nunavik Inuit ratification vote, the format of the ballot, and the day(s) on which the vote will be held.	Committee	After establishment of the Committee and before start of the community consultations
14	Organize community consultations, as deemed appropriate by the Committee, to provide voters an opportunity to discuss the Agreement with representatives of the Committee and other persons	Committee	After establishment of the Committee and before the start of the consultations

15	Organize the ratification vote, including the printing of the ballots, engaging voting officers and securing polling locations	Committee	After establishment of the Committee and before the first day of the vote
16	Publish dates of vote and location of polling stations in each community with a polling station	Committee	A reasonable period of time prior to first day of the vote
17	Carry out the ratification vote based upon the initialled Agreement	Committee	On dates set by the Committee, but no earlier than 7 days after publication of the Official Voters List, as per Activity 11
18	Receive and tabulate all ballots, make the results available to the public, and forward the results of the vote to DIAND - IM and Makivik	Committee	As soon as reasonable after the ratification vote
19	Retain all ballots, document all events and decisions related to the ratification vote, and make such documentation available to Government or Makivik	Committee	Upon request during the ratification vote
20	Forward all documentation assembled under Activity 19 to Library and Archives Canada	Committee	Within 6 months after the final Inuit ratification vote

OBLIGATIONS ADDRESSED:

- 25.5 Upon initialling of this Agreement, a Ratification Committee shall be established with responsibility to conduct the Nunavik Inuit ratification vote.
- 25.6 The Ratification Committee shall consist of three (3) individuals named by Makivik, one (1) individual named by the Minister of IAND and one (1) individual named by the Premier of Nunavut.
- 25.7 The Ratification Committee shall prepare a budget, subject to review and approval by the Department of Indian Affairs and Northern Development, for its operation and the Nunavik Inuit ratification vote, including for greater certainty funding for the Voters List Committee. The approved budget shall be a charge on the Government of Canada.
- 25.8 There shall be created an Official Voters List that shall include the names of all eligible Nunavik Inuit voters. Eligible Nunavik Inuit voters are all living Nunavik Inuit who are eighteen (18) years of age or older on the last day of the ratification vote.
- 25.9 Makivik, as soon as reasonably possible after the establishment of the Ratification Committee,

- shall provide the Ratification Committee with a list of the names of all Nunavik Inuit. The list shall also include the birth dates of all Nunavik Inuit.
- 25.10 Within ninety (90) days of receiving the list referred to in section 25.9, the Ratification Committee shall make available a preliminary voters list for public review by posting a preliminary voters list in the Communities identified in Schedule 25-1 and by such other means as the Ratification Committee deems appropriate. The preliminary voters list shall be based on the list referred to in section 25.9, less those individuals under eighteen (18) years of age on the last day of the Nunavik Inuit ratification vote.
- 25.14 Within seven (7) days after the Voters List Committee has rendered a decision on all applications, the Ratification Committee shall forward to the Government of Canada and Makivik the amended preliminary voters list. Upon receipt of approval of this list from the Department of Indian Affairs and Northern Development and Makivik, the Ratification Committee shall publish this list as the Official Voters List including posting in the communities identified in Schedule 25-1 and in such other places as the Ratification Committee deems appropriate.
- 25.15 The Ratification Committee shall take all reasonable steps necessary to ensure that eligible Nunavik Inuit voters have a reasonable opportunity to review the substance and details of this Agreement. Particular attention shall be given to the need for community meetings and to the production and distribution of materials in Inuktitut throughout various media.
- 25.16 The Nunavik Inuit ratification vote shall be held no earlier than seven (7) days after the publication of the Official Voters List on such day or days as may be agreed to by the Ratification Committee.
- 25.17 The Nunavik Inuit ratification vote shall occur on the same day or days for all eligible voters except for advance polls or where the Ratification Committee determines circumstances require an alternate day or days.
- 25.18 The vote shall be by secret ballot and may include, according to procedures determined by the Ratification Committee, proxy ballots.
- 25.19 Voting ballots shall be in Inuktitut and Canada's official languages.
- 25.20 The Ratification Committee shall be responsible for the conduct of the vote and tabulation of all ballots and publication of the results of the vote. The Committee shall retain all ballots and document all events and decisions related to the ratification vote, and shall make such documentation available to Government and Makivik upon request and within six (6) months shall transfer all such documentation to the Library and Archives Canada. The documentation shall not be disposed of, in whole or in part, without prior written approval of Makivik and Government. Makivik and Government shall be entitled to have access to and make copies of any and all such documents.

RELATED CLAUSES:

- 25.1 - Agreement to be submitted for ratification after being initialled by Chief negotiators
25.2 and 25.3 - Procedures for ratification of Agreement by Nunavik Inuit
25.4 and 25.21 - Procedures for ratification of Agreement by Canada

25.11 to 25.13 - Appeal process in relation to preparation of the Official Voters List

SCHEDULE 25-1

NUNAVIK INUIT COMMUNITIES

- Akulivik	- Kuujjuaq
- Aupaluk	- Kuujjuarapik
- Chisasibi	- Puvirnituk
- Inukjuak	- Quaqtaq
- Ivujivik	- Salluit
- Kangiqsualujjuaq	- Tasiujaq
- Kangiqsujuaq	- Umiujaq
- Kangirsuk	

FUNDING:

1. Funding for the Ratification Committee shall be a charge on the Government of Canada.
2. Funding for the Ratification Committee, including funding for the Voters List Committee, is to be based on a detailed budget prepared for the operation and administration of the Ratification Committee and agreed to by Makivik and Canada.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activities 3, 10 and 18 of this sheet, the draft operating budget, the amended preliminary voters list, and the results of the ratification vote, respectively, should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
 Implementation Management Directorate
 Implementation Branch
 Claims and Indian Government
 Department of Indian Affairs and Northern Development
 Les Terrasses de la Chaudière
 Room 1550, 25 Eddy Street
 Gatineau, Québec
 Postal Address: Ottawa, ON K1A 0H4

2. It is assumed that the list of the names of all Nunavik Inuit that shall be provided by Makivik

Corporation to the Ratification Committee, as referred to in Activity 6 of this sheet, will be generated from the Inuit Beneficiaries List that is maintained by the Nunavik Enrolment Office located at the Makivik Head Office in Kuujuaq pursuant to the provisions of paragraph 3A.4.2 of the James Bay and Northern Quebec Agreement.

3. The documentation related to the ratification vote 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)

RATIFICATION PROCEDURE

Sheet # 25 - 2

PROJECT: Establishment and operation of the Voters List Committee**RESPONSIBILITIES:** Makivik; Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); individual eligible to be on the voters list; Voters List Committee**PARTICIPANT/LIAISON:** Ratification Committee; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Appoint three members to the Voters List Committee	Makivik	Upon initialling of the Agreement
2	Appoint one non-voting member to the Voters List Committee	DIAND - Minister	Upon initialling of the Agreement
3	Make application to have his/her name added to or removed from the voters list	individual eligible to be on the voters list	Within 30 days from the posting of the preliminary voters list
4	Review applications to have a name added to or removed from the voters list and render a decision on all applications	Voters List Committee	Ongoing as required prior to finalization of the preliminary voters list
5	Notify applicant, any person whose eligibility has been challenged, and the Ratification Committee, of its decision	Voters List Committee	As soon as reasonably possible after Activity 4
6	Forward to the Ratification Committee all documentation collected or produced with respect to the review of applications made in relation to the preparation of the voters list	Voters List Committee	Within 7 days after the Voters List Committee has rendered a decision on all applications

OBLIGATIONS ADDRESSED:

25.11 Within thirty (30) days from the posting of the preliminary voters list, an individual eligible to be on the voters list may make application to have an individual's name added to or removed from the voters list.

25.12 Upon initialling of this Agreement there shall be established a Voters List Committee consisting of three (3) members appointed by Makivik and one (1) non-voting member appointed by the

Department of Indian Affairs and Northern Development, which shall review applications referred to in section 25.11.

- 25.13 Decisions of the Voters List Committee in respect of an application shall be by majority of voting members and shall be final. The Voters List Committee shall notify the applicant, any person whose eligibility has been challenged and the Ratification Committee, of its decision.

RELATED CLAUSES:

- 25.1 - Agreement to be submitted for ratification after being initialled by Chief negotiators
- 25.2 and 25.3 - Procedures for ratification of Agreement by Nunavik Inuit
- 25.4 and 25.21 - Procedures for ratification of Agreement by Canada
- 25.5 to 25.10, 25.14 to 25.20 - Establishment and operation of the Ratification Committee

FUNDING:

1. Funds for the ratification of the Agreement, including the operations of the Voters List Committee, are included in the budget prepared by the Ratification Committee, subject to review and approval by the Minister, as set out in Sheet # 25-1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that Makivik Corporation, in making appointments to the Voters List Committee, will attempt to appoint one member from each of the three following regions: the Ungava Bay region, the Hudson Strait region, and the Hudson Bay region.

RATIFICATION PROCEDURE

Sheet # 25 - 3

PROJECT: Ratification of the Agreement by the Nunavik Inuit**RESPONSIBILITIES:** Chief Negotiators; Chief Negotiator for Makivik; Nunavik Inuit; Makivik; Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); eligible Nunavik Inuit voters (Nunavik Inuit); Makivik duly appointed and authorized officers (Makivik officers)**PARTICIPANT/LIAISON:** Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Government of Nunavut; Nunavik Inuit

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initial the Agreement	Chief Negotiators	Upon completion of negotiations
2	Submit the initialled Agreement to the Nunavik Inuit for ratification	Chief Negotiator for Makivik	As soon as possible after initialling
3	Vote on approving the initialled Agreement	Nunavik Inuit	On the ratification vote date as determined by the Ratification Committee
4	Determine that a majority of all eligible Nunavik Inuit voters approve the Agreement	Makivik	After receiving the results of the Nunavik Inuit ratification vote from the Ratification Committee
5	Sign the Agreement	Makivik officers	After determination as per Activity 4
6	Notify DIAND - Minister that the Agreement has been ratified by the Nunavik Inuit	Makivik	As soon as practicable after Activity 5

OBLIGATIONS ADDRESSED:

- 25.1 This Agreement shall be submitted for ratification by the parties as set out in this Article only after it has been initialled by Chief negotiators for Makivik and Government.
- 25.2 This Agreement shall be ratified by the Nunavik Inuit prior to ratification by Government.

25.3 Nunavik Inuit shall be considered to have ratified this Agreement when:

- (a) a majority of all eligible Nunavik Inuit voters by way of the Nunavik Inuit ratification vote approve this Agreement and authorize duly appointed officers of Makivik to sign this Agreement; and
- (b) the duly appointed and authorized officers of Makivik sign this Agreement.

RELATED CLAUSES:

- 2.2 - Rights of Nunavik Inuit shall not merge in legislation to ratify Agreement
- 2.18 - Agreement comes into force upon ratification by the parties
- 2.19 - Ratification by the parties is a condition precedent to the validity of the Agreement
- 2.20 - Government to consult with Makivik in preparing legislation to ratify Agreement
- 25.1 - Agreement to be submitted for ratification after being initialled by Chief negotiators
- 25.4 and 25.21 - Procedures for ratification of Agreement by Canada
- 25.5 to 25.10, 25.14 to 25.20 - Establishment and operation of the Ratification Committee
- 25.11 to 25.13 - Appeal process in relation to preparation of the Official Voters List

FUNDING:

1. Funds for the ratification of the Agreement, including the funding necessary for holding the Nunavik Inuit ratification vote, are included in the budget prepared by the Ratification Committee, subject to review and approval by the Minister, as set out in Sheet # 25-1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The vote shall be by secret ballot.(25.18)
2. The Nunavik Inuit ratification vote is to be held no earlier than seven (7) days after the publication of the Official Voters List on such day or days as may be agreed to by the Ratification Committee.
(25.16)
3. The Nunavik Inuit ratification vote is to occur on the same day or days for all eligible voters except for advance polls or where the Ratification Committee determines circumstances require an alternate day or days.(25.17)
4. Voting ballots shall be in Inuktitut and Canada's official languages.(25.19)
5. In relation to Activity 4 of this sheet, the notification to the DIAND - Minister should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
Implementation Management Directorate
Implementation Branch
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière

Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

RATIFICATION PROCEDURE

Sheet # 25 - 4

PROJECT: Ratification of the Agreement by Canada**RESPONSIBILITIES:** Chief Federal Negotiator; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate (DIAND - IM); Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Canada; Makivik**PARTICIPANT/LIAISON:** Nunavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Submit the initialled Agreement to the DIAND Minister for ratification	Chief Federal Negotiator	As soon as possible after receiving notification that the Nunavik Inuit have approved the Agreement
2	Submit initialled Agreement to Cabinet for approval and authority to sign	DIAND - Minister	As soon as reasonably possible after Activity 1
3	Sign the Agreement	DIAND - Minister	Upon Cabinet approval
4	Present the Agreement to Parliament	DIAND - IM	Upon consultation with with Makivik
5	Propose the enactment of ratification statute in accordance with 25.21 (a) to (g)	DIAND - IM	After consultation with Makivik prior to enactment of the statute ratifying the Agreement
6	Bring into force the statute ratifying the Agreement	Canada	After approval of the proposed ratification statute

OBLIGATIONS ADDRESSED:

- 25.1 This Agreement shall be submitted for ratification by the parties as set out in this Article only after it has been initialled by Chief negotiators for Makivik and Government.
- 25.4 Her Majesty the Queen in Right of Canada shall be considered to have ratified this Agreement when:
- (a) this Agreement is signed by a Minister of the Crown; and

(b) a statute ratifying this Agreement is enacted by Parliament and comes into force.

25.21 Following signing of this Agreement by the parties pursuant to paragraphs 25.3 (b) and 25.4 (a), and upon consultation with Makivik, the Government of Canada shall present this Agreement to Parliament, and propose the enactment of the ratification statute. The proposed statute shall:

(a) contain a clear statement that this Agreement is ratified, approved, given effect and declared valid;

(b) stipulate that this Agreement is binding on third parties;

(c) state that where there is an inconsistency or conflict between the ratification statute and this Agreement, this Agreement prevails;

(d) authorize the payment out the Consolidated Revenue Fund of such sums as may be required to meet the monetary obligations of Her Majesty under Articles 5, 15, 16 and 23;

(e) comply with s. 53 and s. 54 of the *Constitution Act, 1867*;

(f) include two (2) recitals in the preamble stating that:

(i) Her Majesty The Queen in Right of Canada and the Nunavik Inuit, through their duly mandated representatives, have entered into an Agreement; and

(ii) this Agreement contemplates ratification by Her Majesty by an Act of Parliament; and

(g) make the statute binding on the Crown.

RELATED CLAUSES:

- 2.3 - Rights of Nunavik Inuit shall not merge in legislation to ratify Agreement
- 2.19 - Agreement comes into force upon ratification by the parties
- 2.20 - Ratification by the parties is a condition precedent to the validity of the Agreement
- 2.21 - Government to consult with Makivik in preparing legislation to ratify Agreement
- 2.22 - Agreement to provide certainty for use and ownership of lands prior to ratification
- 2.24 and 26.4 - Ratification does not affect or confer rights for other aboriginal peoples
- 25.1 - Agreement to be submitted for ratification after being initialled by Chief negotiators
- 25.2 and 25.3 - Procedures for ratification of Agreement by Nunavik Inuit
- 25.5 to 25.10, 25.14 to 25.20 - Establishment and operation of the Ratification Committee
- 25.11 to 25.13 - Appeal process in relation to preparation of the Official Voters List

FUNDING:

1. Funds for the ratification of the Agreement, including the funding necessary for holding the Nunavik Inuit ratification vote, are included in the budget prepared by the Ratification Committee, subject to review and approval by the Minister, as set out in Sheet # 25-1.

**ARTICLE 27 - RECIPROCAL ARRANGEMENTS BETWEEN
NUNAVIK INUIT AND INUIT OF NUNAVUT**

Sheet # 27 - 1

PROJECT: Establishment of the basic needs level for wildlife harvesting in areas of equal use and occupancy

RESPONSIBILITIES: Makivik; Designated Inuit Organization (DIO); Nunavik Marine Region Wildlife Board (NMRWB); Nunavut Wildlife Management Board (NWMB); Nunavut Tunngavik Incorporated (NTI)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Respect the rights of Nunavik Inuit harvesting of wildlife in the marine areas and islands of the Nunavut Settlement Area traditionally used and occupied by them in accordance with section 27.3.1	DIO	Ongoing as required after the effective date
2	Respect the rights of the Inuit of Nunavut harvesting of wildlife in the marine areas and islands of the NMR traditionally used and occupied by them in accordance with section 27.3.2	Makivik	Ongoing as required after the effective date
3	Determine the basic needs level for the Nunavik Inuit and for the Inuit of Nunavut in areas of equal use and occupancy on the basis of available information	NMRWB, NWMB	After determining the total allowable harvest or the total allowable take
4	Allocate the total allowable harvest or the total allowable take between the Two Groups so as to reflect the ratio of their basic needs levels	NMRWB, NWMB	Whenever the basic needs levels of the Two Groups exceeds the total allowable harvest or the total allowable take
5	Exercise the power of an HTO or RWO on behalf of Nunavik Inuit	Makivik	Ongoing as required
6	Exercise the power of a LNUK or RNUK on behalf of the Inuit of Nunavut	NTI	Ongoing as required

OBLIGATIONS ADDRESSED:

27.3.1 Subject to sections 27.3.3 and 27.3.4, Nunavik Inuit have the same rights respecting the harvesting of wildlife in the marine areas and islands of the Nunavut Settlement Area traditionally used and occupied by them as the Inuit of Nunavut under Article 5 of the *Nunavut Land Claims Agreement* except Nunavik Inuit do not have the rights under Parts 2, 4 and 5, sections 5.6.18 and 5.6.39, Part 8 and sections 5.9.2 and 5.9.3 of that Agreement.

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

RELATED CLAUSES:

- Article 5 - Wildlife
- 5.2.7.1 - NMRWB wildlife research functions
- 5.3.13.1 (d) - priority for total allowable take and allocation for economic ventures
- 5.3.13.1 (e) - priority for total allowable take and allocation for commercial, recreational or other uses
- 5.3.15 - commercial operations harvesting
- 5.7.2 - powers and functions of the LNUKs
- 5.7.4 - powers and functions of the RNUK
- 5.8.2 - Nunavik Inuit representation in discussions of government positions in relation to an international agreement on harvesting in the NMR
- 5.8.3 - nomination of Nunavik Inuit representatives in relation to 5.8.2

NLCA

- Article 5 - Wildlife
- Article 5 - Part 2 - Establishment of NWMB
- Article 5 - Part 4 - Nunavut Wildlife Harvest Study
- Article 5 - Part 5 - Inuit Bowhead Knowledge Study
- 5.6.18 - NWMB total allowable harvest for harvesting bowhead whale
- 5.6.39 - NWMB to allocate resources to support the establishment and operation of viable economic ventures
- 5.7.3 - powers and functions of the HTOs
- 5.7.6 - powers and functions of the RWOs
- Article 5 - Part 8 - Rights of First Refusal and to Use Government Land
- 5.9.2 - Inuit representation in discussions of government positions in relation to an international agreement on harvesting in the NSA
- 5.9.3 - nomination of Inuit representatives in relation to 5.9.2

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "areas of equal use and occupancy" means those areas described in Schedule 40-1 of the *Nunavut Land Claims Agreement*, and reproduced in Schedule 27-1 of this Agreement, and depicted for

information purposes only on the map appended thereto.

2. "*basic needs level*" means, in the case of Nunavik Inuit, the level of harvesting by Nunavik Inuit in the Nunavut Settlement Area determined under sections 40.2.4 and 40.2.5 and Article 5 of the *Nunavut Land Claims Agreement*, and, in the case of the Inuit of Nunavut, the level of harvesting by the Inuit of Nunavut in the NMR determined under sections 27.53.2 and 27.63.3 and Article 5 of this Agreement.
3. "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.
4. "HTO" means Hunters and Trappers Organization as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*.
5. "RWO" means Regional Wildlife Organization, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*.

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

Sheet # 27 - 2

PROJECT: Exercise of power to jointly owned lands in areas of equal use and occupancy

RESPONSIBILITIES: Makivik; Nunavut Tunngavik Incorporated (NTI); Designated Inuit Organization (DIO); Makivik Designated Organization (MDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Ensure that the provisions of the NLCA applying to Inuit Owned Lands are also applied, in accordance with section 27.4.2, to the jointly owned lands referred to in section 27.4.1	DIO, Makivik	Ongoing as required
2	Ensure that the provisions of this Agreement applying to Nunavik Inuit Lands are also applied, in accordance with section 27.4.3, to the jointly owned lands referred to in section 27.4.1	MDO, NTI or DIO	Ongoing as required
3	Jointly exercise the powers in respect to lands provided to them under their respective land claims agreements, in areas of equal use and occupancy in respect of jointly owned lands	MDO, DIO	Ongoing as required
4	Obtain written agreement to carry out actions as described in section 27.4.4 on jointly owned lands	MDO, DIO	As required prior to carrying out any actions

OBLIGATIONS ADDRESSED:

27.4.1 Those lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 27-2 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.

27.4.2 All provisions of the *Nunavut Land Claims Agreement* applying to Inuit Owned Lands except Part 3 of Article 19 of that Agreement, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in section 27.4.1. Any power of a DIO under the *Nunavut Land Claims Agreement* in respect of Inuit Owned Lands in the area of equal use and occupancy shall be exercised and enjoyed jointly by the DIO and Makivik in respect of those jointly owned lands.

27.4.3 All provisions of this Agreement applying to Nunavik Inuit Lands except provisions providing for vesting of Nunavik Inuit Lands but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in section 27.4.1. Any power of a MDO under this Agreement in respect of Nunavik Inuit Lands in the area of equal use and occupancy shall be exercised and enjoyed jointly by the MDO and Nunavut Tunngavik Incorporated, or a DIO designated by it, in respect of those jointly owned lands.

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

- (a) create or dispose of a legal or equitable interest to or in the lands;
- (b) seek or submit to sever or partition the lands;
- (c) establish or operate facilities associated with the sports or commercial use of wildlife or facilities associated with the observation, study or enjoyment of natural or cultural features of the lands; or
- (d) make use of the lands so as to cause physical alteration or in any way diminish their value, without the prior written agreement of the other Group and any act or instrument purporting to do so shall be null, void and of no effect.

RELATED CLAUSES:

27.4.5 - no liability of Government to actions taken under section 27.4.4

NLCA

Article 19 - Part 3 Vesting of Inuit Owned Lands Upon Ratification

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Parcels of lands referred to in section 27.4.1 have been vested in the DIO and Makivik as joint tenants and were jointly delivered by them to the registrar of Nunavut on April 15, 1993.

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

Sheet # 27 - 3

PROJECT: Designation of an organization to exercise functions in areas of equal use and occupancy

RESPONSIBILITIES: Makivik; Nunavut Tunngavik Incorporated (NTI); Designated Inuit Organization (DIO); Makivik Designated Organization (MDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Jointly designate an organization to exercise the functions of a DIO pursuant to those Articles listed in 27.5.1 and the functions of a MDO pursuant to those Articles listed in 27.5.2, in areas of equal use and occupancy	NTI, Makivik	As required
2	In the absence of a joint designation, exercise functions of a DIO pursuant to those Articles listed in 27.5.1 and the functions of a MDO pursuant to those Articles listed in 27.5.2, in areas of equal use and occupancy	DIO, MDO	As required

OBLIGATIONS ADDRESSED:

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

27.5.2 Notwithstanding section 27.3.2 in the areas of equal use and occupancy, the rights of Nunavik Inuit pursuant to paragraphs 5.3.13 (c, d & e), section 5.3.15 and Articles 11, 20 and 21 of this Agreement, shall apply equally to the Inuit of Nunavut and the functions of a MDO pursuant to those Articles shall be exercised by an organization jointly designated by Nunavut Tunngavik Incorporated and Makivik to exercise those functions or, in the absence of such designation, by the MDO.

RELATED CLAUSES:

5.3.13.1 (c, d, & e) - allocation of total allowable take in the NMR

5.3.15 - MDO right of first refusal for new commercial operation in the NMR

Article 5 - Part 8 - International and Domestic Interjurisdictional Agreements

Article 11 - Protected areas

Article 20 - Archaeology

Article 21 - Ethnographic Resources and Archival Records

27.3.1 - Rights of Nunavik harvesting of wildlife in marine areas and islands of the NSA

27.3.2 - Rights of Inuit of Nunavut harvesting of wildlife in marine areas and islands of the NMR

27.5.4 - non-application of 27.5.1 to eiderdown venture conducted by Sanniit Cooperative Limited

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5.6.39 - NWMB to allocate resources to support the establishment and operation of viable economic ventures

Article 5 - Part 8 - Rights of First Refusal and to Use Government Land

Article 8 - Parks

Article 9 - Conservation Areas

Article 26 - Inuit Impact and Benefit Agreements

Article 33 - Archaeology

Article 34 - Ethnographic Objects and Archival Materials

**RECIPROCAL ARRANGEMENTS BETWEEN NUNAVIK INUIT
AND INUIT OF NUNAVUT****Sheet # 27 - 4****PROJECT:** Interim management regimes in the areas of equal use and occupancy**RESPONSIBILITIES:** Makivik; Designated Inuit Organization (DIO); Nunavut Wildlife Management Board (NWMB); Nunavut Planning Commission (NPC); Nunavut Impact Review Board (NIRB); Nunavut Water Board (NWB); Nunavik Marine Region Wildlife Board (NMRWB); Nunavik Marine Region Planning Commission (NMRPC); Nunavik Marine Region Impact Review Board (NMRIRB)**PARTICIPANT/LIAISON:** Nunavut Tunngavik Incorporated

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Appoint to the NWMB and nominate to each of the NPC, NIRB and the NWB, members equal to one half of those appointed or nominated by the DIO in accordance with section 27.6.1	Makivik	At discretion only for those decisions to be made by the NWMB, NPC, NIRB and NWB that apply to activities that take place in the areas of equal use and occupancy in relation to islands and marine areas of the Nunavut Settlement Area
2	Replace an equal number of members appointed or nominated by the DIO	DIO	When appointments or nominations are made by Makivik under Activity 1
3	Allow full standing to Makivik to make representations respecting the interests of the Nunavik Inuit in the areas of equal use and occupancy in relation to islands and marine areas of the Nunavut Settlement Area	NWMB, NPC, NIRB and NWB	As required
4	Take into account any representations made under Activity 3	NWMB, NPC, NIRB and NWB	As required
5	Allow full standing to NTI to make representations respecting the interests of the Inuit of Nunavut in the areas of equal use and occupancy in relation to islands and marine areas of the NMR	NMRWB, NMRPC, NMRIRB	As required
6	Take into account any representations made under Activity 5	NMRWB, NMRPC, NMRIRB	As required

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

- 27.3.1 - Nunavik Inuit rights in the harvesting of wildlife in the marine areas and islands of the NSA
- 27.6.2 - management regime in place until agreement has been reached pursuant to Section 40.2.15 the *Nunavut Land Claims Agreement*.

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- 40.2.14 - appointment of Nunavik Inuit members to the NWMB, NPC, NIRB and NWB
- 40.2.15 - after settlement of the NILCA, a permanent management regime to be established for areas of equal use and occupancy

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. For the purposes of management regimes in the areas of equal use and occupancy, the arrangement as outlined in section 27.6.1 of the NILCA and Section 40.2.14 of the *Nunavut Land Claims Agreement*, shall continue to apply until agreement has been reached pursuant to Section 40.2.15 of the *Nunavut Land Claims Agreement*. (27.6.2)

In 40.2.14 of the NLCA it states that the appointments/nominations of Nunavik Inuit to the NWMB, NPC, NIRB and NWB shall be for the period “... after the [NLCA] Agreement is ratified and before a Northern Québec Inuit Offshore Land Claims Agreement is ratified...” The NILCA says the time limit for this management arrangement is “... until agreement has been reached pursuant to Section 40.2.15 the *Nunavut Land Claims Agreement*.” Section 40.2.15 of the NLCA says that “... after settlement of the *NILCA* ...”, a permanent management regime is to be established. This could well be after the *NILCA* is ratified. According to 27.8.4, the *NLCA* prevails in the case of an inconsistency or conflict.

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

Sheet # 27 - 5

PROJECT: Consultation between the two Groups with respect to all aspects of harvesting or resource management which may affect the other Group

RESPONSIBILITIES: Nunavik Inuit or Inuit of Nunavut (Group);

PARTICIPANT/LIAISON: Makivik; Nunavut Tunngavik Incorporated

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify in writing the Group which may be affected by any issue concerning any aspect of harvesting or resource management, in sufficient form and detail to allow the Group affected to prepare their views on the matter	Group that has control or influence over the issue	As appropriate in a timely manner
2	Provide a reasonable period of time in which the Group affected may prepare written representations of their views on the issue and provide them an opportunity to present their views	Group that has control or influence over the issue	As appropriate
3	Review the issue and prepare a written representation to the other Group	Group affected	Within a reasonable period of time provided for in Activity 2
4	Give full and fair consideration to views presented	Group that has control or influence over the issue	After receiving written representation under Activity 3
5	Make a determination concerning the issue and inform the Group affected of the decision	Group that has control or influence over the issue	After giving full and fair consideration to the written representation

OBLIGATIONS ADDRESSED:

27.7.3 Each Group shall consult with the other with respect to all issues concerning all aspects of harvesting or resource management over which the Group has control or influence and which may affect the other Group. The obligation to consult shall include the obligation to give timely written notice and to facilitate in the making of adequate written representations.

RELATED CLAUSES:

- 27.7.1 - Group exercise of rights with respect to harvesting and resource management
- 27.7.2 - exercise of rights to be guided by principles of conservation and environmental protection
- 27.7.4 - each Group to share resource royalties equally in areas of equal use and occupancy
- 27.7.7 - Sections 27.7.1 and 27.7.4 do not impose liability or obligation on Government

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "Group" means the Inuit of Nunavut or Nunavik Inuit, and "the Two Groups" means both.
2. In referring to "the Group [that] has control or influence" consulting with the other Group, either Makivik or Nunavut Tunngavik Incorporated would respectively designate who would represent their "Group" in any consultations between the two Groups.

**ARTICLE 28 - RECIPROCAL ARRANGEMENTS BETWEEN
NUNAVIK INUIT AND THE CREES**

Sheet # 28 - 1

PROJECT: Appointment of Crees to the NMRPC, NMRWB, and the NMRIRB for decisions and recommendations in the Joint Zone

RESPONSIBILITIES: Grand Council of the Crees (Eeyou Istchee); Cree members; Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister)

PARTICIPANT/LIAISON: Nunavik Marine Region Planning Commission; Nunavik Marine Region Wildlife Board; Nunavik Marine Region Impact Review Board; Makivik; Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Nominate members to the NMRPC, NMRWB and NMRIRB in accordance with section 28.5 (a) & (b)	Eeyou Istchee	As soon as possible following effective date but before the Crees of Eeyou Istchee Final Agreement comes into force
2	Appoint Cree nominees as members of the NMRPC, NMRWB and NMRIRB	DIAND - Minister	As soon as possible following nomination of members
3	Participate on NMRPC, NMRWB, and NMRIRB	Cree members	When the concerned body makes decisions or recommendations that apply or affect the Joint Zone

OBLIGATIONS ADDRESSED:

28.5 In the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, the Grand Council of the Crees (Eeyou Istchee) on behalf of the Crees of Eeyou Istchee, shall nominate or appoint, as the case may be, to the Nunavik Marine Region Planning Commission (NMRPC), the Nunavik Marine Region Wildlife Board (NMRWB) and Nunavik Marine Region Impact Review Board (NMRIRB), respectively:

(a) members equal to one-half of those appointed or nominated thereto by the Nunavik Inuit insofar as an even number of members have been originally nominated or appointed thereto by the Nunavik Inuit or, as the case may be;

(b) members in equal numbers to those appointed or nominated thereto by the Nunavik Inuit

insofar as an uneven number of members have been originally nominated or appointed thereto by the Nunavik Inuit;

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

- 28.6 Any members appointed under the circumstances described in paragraph 28.5(a) shall, for the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, replace an equal number of members appointed or nominated by the Nunavik Inuit for decisions or recommendations of the concerned body that apply to or affect the joint Zone, but shall not otherwise be considered to be or act as a member of those bodies. For the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, any members appointed under the circumstances described in paragraph 28.5(b), shall be entitled to participate in and shall hold one-half of a vote for decisions or recommendations of the concerned body that apply to or affect the Joint Zone but shall not otherwise be considered to be or act as a member of those bodies, and those appointed or nominated thereto by the Nunavik Inuit shall also hold one-half of a vote for decisions or recommendations of the concerned body that apply to or affect the Joint Zone.

RELATED CLAUSES:

- 5.2.1 (a to d) - establishment of the NMRWB and appointment of members
- 5.6.5 - membership replacement where vacancy occurs on the MNRWB
- 6.4.5 - size and makeup of the membership of the NMRPC
- 7.2 (a to e) - membership and mode of appointment to the NMRIRB

FUNDING:

1. Funding for the NMRPC, NMRIRB, and NMRWB is identified respectively in Sheets # 6 - 2, # 7 - 2, and # 5(6) - 1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “concerned body” in 28.6 refers to either of the NMRPC, NMRIRB, or NMRWB.
2. The Cree members appointed to the NMRPC, the NMRWB, or the NMRIRB shall only participate and vote on decisions and recommendations that apply to and affect the Joint Zone and shall not otherwise be considered to be or act as a member of those concerned bodies.
3. The Nunavik Marine Region Wildlife Board (NMRWB) currently has seven members consisting of a Chairperson, three members appointed by Makivik and three members appointed by Government. This means, pursuant to 28.5(b), that the Grand Council of the Crees shall nominate three members to the NMRWB.

The Makivik and the Cree members on the NMRWB will each hold one-half of a vote for decisions or recommendations that apply to or affect the Joint Zone so that the total votes of the Makivik and the Cree combined would be equal to the total votes entitled to Government.

4. The Nunavik Marine Region Planning Commission (NMRPC) will have 5 members consisting of a Chairperson, two members appointed by Makivik and two members appointed by Government. This means, pursuant to 28.5(a), that the Grand Council of the Crees shall nominate one member to the NMRPC. This Cree member will replace one of the two members nominated by the Nunavik Inuit to the NMRPC so that Makivik and Cree membership on the board will consist of one representative each and the total votes of the Makivik and the Cree combined would be equal to the total number of votes entitled to Government.

5. The Nunavik Marine Region Impact Review Board (NMRIRB) will have five members consisting of a Chairperson, two members appointed by Makivik and two members appointed by Government. This means, pursuant to 28.5(a), that the Grand Council of the Crees shall nominate one member to the NMRIRB. This one member will replace one of the members nominated by the Nunavik Inuit so that Makivik and Cree membership on the board will consist of one representatives each. The total votes of the Makivik and the Cree members combined would be equal to the total number of votes entitled to Government.

6. The “Joint Zone” refers to the Joint Inuit/Cree Zone as described in Schedule 2 “Geographic coordinates of the Joint Inuit/Cree Zone” and illustrated on Schedule 2a, of the “Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Québec and the Nunavik Inuit”, attached as Schedule 28-1 of the NILCA.

**ARTICLE 28 - RECIPROCAL ARRANGEMENTS BETWEEN
NUNAVIK INUIT AND THE CREES**

Sheet # 28 - 2

PROJECT: Application of management regimes in the Joint Zone.

RESPONSIBILITIES: The bodies created pursuant to the management regimes under either the Crees of Eeyou Istchee Final Agreement or the NILCA (Management regime bodies)

PARTICIPANT/LIAISON: Nunavik Marine Region Planning Commission; Nunavik Marine Region Wildlife Board; Nunavik Marine Region Impact Review Board; Makivik; Grand Council of the Crees (Eeyou Istchee)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Follow the directions set out in Section 28.8 (a) to (c) when making decisions or carrying out responsibilities in the Joint Zone	Management regime bodies	Ongoing as required after the effective date

OBLIGATIONS ADDRESSED:

28.8 In order to facilitate the efficiency and effectiveness of operation of the management regimes in the Joint Zone, the words "shall apply jointly and equally" in section 7.5 of the *Cree/Inuit Offshore Overlap Agreement* shall mean that those regimes set out in this Agreement and the Crees of Eeyou Istchee Final Agreement:

- (a) shall be given equal weight and authority in the Joint Zone;
- (b) the bodies created pursuant to the management regimes provided under either the Crees of Eeyou Istchee Final Agreement or this Agreement shall sit together when making decisions or recommendations concerning the Joint Zone and render the same recommendations or decisions concerning the Joint Zone; and
- (c) where the time requirements regarding decisions or recommendations for the application in the joint Zone of a management regime by the bodies provided for in the concerned regime differ between this Agreement and the Crees of Eeyou Istchee Final Agreement, the longest time requirement period shall apply.

RELATED CLAUSES:

- 28.5 - Interim membership on NILCA boards by Crees of Eeyou Istchee for Joint Zone decisions
- 28.6 - Membership and voting for decisions or recommendations of the concerned body that apply to or affect the Joint Zone

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Section 7.5 of the *Cree/Inuit Overlap Agreement* states that:

“In the Joint Zone, the management regimes provided in both the Nunavik Inuit Final Agreement and the Crees of Québec Final Agreement, including those related to wildlife management, planning, and land and water management and development impact assessment, shall apply jointly and equally. The Nunavik Inuit and the Crees of Québec shall have equal participation and an equal voice in the bodies or organisations designated or created under these Final Agreements for such purposes when they are making decisions or carrying out their responsibilities in the Joint Zone.”

2. The “Joint Zone” refers to the Joint Inuit/Cree Zone as described in Schedule 2 “Geographic coordinates of the Joint Inuit/Cree Zone” and illustrated on Schedule 2a, of the “Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Québec and the Nunavik Inuit”, attached as Schedule 28-1 of the NILCA.

ARTICLE 29 - NUNAVIK INUIT RIGHTS IN THE LABRADOR INUIT SETTLEMENT AREA OF THE OVERLAP AREA **Sheet # 29 - 1**

PROJECT: Allocation of established Inuit harvest levels in the overlap area

RESPONSIBILITIES: Nunavik Inuit; Labrador Inuit

PARTICIPANT/LIAISON: Makivik; Nunatsiavut Government; Canada - Canadian Wildlife Service; Newfoundland and Labrador - Department of Environment and Conservation

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Jointly determine how to allocate any established Inuit harvest level in the overlap area	Labrador Inuit and Nunavik Inuit	After establishment of Inuit harvest level by the Nunatsiavut Government
2	Provide joint determination to the Nunatsiavut Government	Labrador Inuit and Nunavik Inuit	After joint determination under Activity 1

OBLIGATIONS ADDRESSED:

29.3.4 Nunavik Inuit shall determine with Labrador Inuit how to allocate any established Inuit harvest level for a species of population of wildlife or plant between Labrador Inuit and Nunavik Inuit. Their joint determination shall be provided to the Nunatsiavut Government. Any allocations under this section shall not exceed the Inuit harvest level established for that species or population of wildlife or plant.

RELATED CLAUSES:

- 29.2.1 - definition of the Labrador Inuit Settlement Area portion of the overlap area
- 29.3.1 - Nunavik Inuit right to harvest in the Labrador Inuit Settlement Area portion of the overlap area
- 29.3.2 - Application and exceptions of Nunavik Inuit right to harvest wildlife and plants in the Labrador Inuit Settlement Area portion of the overlap area
- 29.3.3 - Take into account historic and current harvesting by Nunavik Inuit and Labrador Inuit when recommending Inuit harvest levels in the Labrador Inuit Settlement Area portion

LILCA

- 12.4 - definition of Inuit Harvest Levels
- 12.4.5 (a) - Nunatsiavut Government recommends Inuit Harvest Levels to the Minister
- 12.4.5 (b) - Nunatsiavut Government provides basis for recommendation of Inuit Harvest Levels

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "Inuit harvest level" means the quantity of a species or population of wildlife or plant established in accordance with part 12.4 of the Labrador Inuit Land Claims Agreement. (29.2.1)
"Plant" means any species of plant, other than an aquatic plant, that is wild by nature and all seeds, parts and products thereof and includes trees and wild plant species that have been planted or transplanted in the wild by humans.
"Wildlife" means all species and populations of wild mammals, amphibians and birds and all parts and products thereof, but does not include fish.
2. It is assumed that Makivik would act on behalf of the Nunavik Inuit in the determination with Labrador Inuit on how to allocate any established Inuit harvest level. It is assumed that the Nunatsiavut Government will act in a similar manner on behalf of the Labrador Inuit. The Nunatsiavut Government means the government established under the Labrador Inuit Constitution pursuant to subsection 17.3.3(a) of the Labrador Inuit Land Claims Agreement;
3. Any allocations under this activity are not to exceed the Inuit harvest level established by the Nunatsiavut Government under 12.4.4 of the Labrador Inuit Land Claims Agreement

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

Sheet # 29 - 2

PROJECT: Allocation of established domestic Inuit harvest level in the overlap area

RESPONSIBILITIES: Nunavik Inuit; Labrador Inuit; Nunavik Marine Region Wildlife Board (NMRWB)

PARTICIPANT/LIAISON: Makivik; Nunatsiavut Government; Canada - Canadian Wildlife Service; Newfoundland and Labrador - Department of Environment and Conservation

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Jointly determine how to allocate any established domestic Inuit harvest level in the overlap area	Labrador Inuit and Nunavik Inuit	After establishment of domestic Inuit harvest level by the Nunatsiavut Government
2	Provide joint determination to the Nunatsiavut Government	Labrador Inuit and Nunavik Inuit	After joint determination under Activity 1
3	Take into account historic and current harvesting of that stock, species or population by Nunavik Inuit and Labrador Inuit	NMRWB	When recommending a basic needs level or adjusted basic needs level for a stock, species or population of wildlife in the Nunavik Marine portion of the overlap area under section 5.2.3

OBLIGATIONS ADDRESSED:

29.3.7 Nunavik Inuit shall determine with Labrador Inuit how to allocate any established Inuit domestic harvest level between Labrador Inuit and Nunavik Inuit. Their joint determination shall be provided to the Nunatsiavut Government. Any allocations under this section shall not exceed the Inuit domestic harvest level established for that species or population.

29.3.8 In recommending any Inuit domestic harvest level for a species or stock of fish or aquatic plant in the Labrador Inuit Settlement Area portion of the overlap area under section 13.6.4 of the *Labrador Inuit Land Claims Agreement*, the Nunatsiavut Government shall take into account historic and current harvesting of that species or stock by Nunavik Inuit and Labrador Inuit.

29.3.9 In recommending a basic needs level or adjusted basic needs level for a stock, species or population of wildlife in the Nunavik Marine portion of the overlap area under section 5.2.3, the

Nunavik Marine Region Wildlife Board shall take into account historic and current harvesting of that stock, species or population by Nunavik Inuit and Labrador Inuit.

RELATED CLAUSES:

5.2.3 - functions of the NMRWB as the main instrument of wildlife management in the NMR

LILCA

13.6 - definition of Inuit domestic harvest level

13.6.4 - Nunatsiavut Government recommends Inuit domestic harvest levels to the Minister

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "Inuit domestic harvest level" means the quantity of a species or stock of fish or aquatic plant established in accordance with part 13.6 of the Labrador Inuit Land Claims Agreement (29.2.1)
2. According to part 13.6 of the *Labrador Inuit Land Claims Agreement*, the Minister (Canada - Department of Fisheries and Oceans) establishes an Inuit domestic harvest level for the food, social and ceremonial purposes of Inuit in relation to each species or stock of fish or aquatic plant in the Labrador Inuit Settlement Area. The Inuit domestic harvest level:
 - constitutes a first demand against a total allowable catch or total allowable harvest established for each species or stock of fish or aquatic plant in the Labrador Inuit Settlement Area;
 - is intended for the protection of the Inuit domestic fishery and is a basis for management of harvesting of the species or stock of fish or aquatic plant to which it relates;
 - is an estimate of the quantity of a species or stock of fish or aquatic plant in the Labrador Inuit Settlement Area needed annually by Inuit for their food, social and ceremonial purposes that is based on all relevant available information;

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

Sheet # 29 - 3

PROJECT: Application for a permit to conduct archaeological activities in the Torngat Mountains National Park Reserve of Canada

RESPONSIBILITIES: Canada - Parks Canada Agency (PCA); Makivik

PARTICIPANT/LIAISON: Labrador Inuit Association; Nunatsiavut Government; Government of Newfoundland and Labrador - Provincial Archaeology Department; Canada - Museum of Civilization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Forward a copy of the application for a permit to conduct archaeological activities in the Torngat Mountains National Park Reserve of Canada to Makivik	PCA	As soon as practicable after receipt of an application
2	Provide written notice of the permit application in sufficient form and detail to allow Makivik to prepare its views on the matter	PCA	Prior to issuing a permit
3	Provide a reasonable period of time for Makivik to prepare its views on the permit application and an opportunity to present its views	PCA	After providing Makivik with written notice of the permit application
4	Present its views on the permit application	Makivik	Within the reasonable time provided
5	Give full and fair consideration to any views presented by Makivik	PCA	After the presentation of views in Activity 4
6	Make a decision on whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.	PCA	After giving full and fair consideration to Makivik's views on the matter

OBLIGATIONS ADDRESSED:

29.6.2 Upon receipt of an application for a permit to conduct archaeological activities in the Torngat Mountains National Park Reserve of Canada, Parks Canada, as the permitting authority, shall forward a copy of the application to Makivik as soon as practicable.

29.6.3 Prior to issuing a permit to conduct archaeological activity in the Torngat Mountains National

Park Reserve of Canada, Parks Canada, as the permitting authority, shall consult Makivik about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "archaeological activity" means physical activity carried out in the Labrador Inuit Settlement Area in connection with the discovery, recovery or field study of the remains of pre-contact and post-contact periods and includes an "archaeological investigation" as defined in the Historic Resources Act, RSNL 1990, c. H-4 and any activity that disturbs or may result in the disturbance of an archaeological site or archaeological material;
2. "archaeological material" means an object of archaeological importance, interest or significance found in whole or in part on or in land in the Labrador Inuit Settlement Area and includes an "archaeological object" as defined in the Historic Resources Act, RSNL 1990, c. H-4, but does not include Inuit cultural material;
3. "archaeological site" means land in the Labrador Inuit Settlement Area containing archaeological material or where an archaeological activity is conducted;

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

Sheet # 29 - 4

PROJECT: List of Nunavik Inuit burial sites and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area

RESPONSIBILITIES: Nunavik Inuit; Makivik

PARTICIPANT/LIAISON: Canada - Parks Canada Agency; Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide Parks Canada with a list of known Nunavik Inuit burial sites and sites of religious or spiritual significance in the Labrador portion of the overlap area.	Nunavik Inuit	By effective date
2	Make amendments or supplement the list and provide to Parks Canada	Makivik	At discretion from time to time after effective date

OBLIGATIONS ADDRESSED:

29.7.1 Nunavik Inuit shall provide Parks Canada with a list of known Nunavik Inuit burial sites and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area. Such list shall be provided by the effective date of the *Nunavik Inuit Land Claims Agreement* and may be amended or supplemented by Makivik which shall then provide the list, as amended or supplemented, to Parks Canada.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Nunavik Inuit have the same rights and obligations as Labrador Inuit with respect to the treatment of human remains and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area (29.7.2)

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

Sheet # 29 - 5

PROJECT: Consultation of the Nunavik Inuit with respect to place names in the Labrador Inuit Settlement Area portion of the overlap area

RESPONSIBILITIES: Makivik Designated Organization (MDO); Canada

PARTICIPANT/LIAISON: Nunavik Inuit; Canada - Natural Resources Canada; Nunavik Inuit; Labrador Inuit Association; Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the MDO, in writing, providing sufficient details of any proposal to name or rename place names in the Labrador Inuit Settlement Area portion of the overlap area	Canada	As required when considering any proposal to name or rename place names
2	Provide a reasonable period of time for Makivik to prepare its views on the proposal and an opportunity to present its views	Canada	After notifying Nunavik Inuit in Activity 1
3	Present its views on the proposal	MDO	Within the reasonable time provided
4	Give full and fair consideration to any views presented by Makivik	Canada	After the presentation of views in Activity 3
5	Inform Makivik of the decision taken on the proposal providing written reasons if the decision varies from the views presented by Makivik	Canada	After giving full and fair consideration to Makivik's views on the matter
6	Inform the Nunavik Inuit of the decision to name or rename place names in the Labrador Inuit Settlement Area portion of the overlap area	Canada	Prior to naming or renaming place names

OBLIGATIONS ADDRESSED:

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

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that, upon receipt of details of decisions to adopt or change geographical names within the NMR, the Nunatsiavut Government, in collaboration with the MDO, will forward the information to the Secretariat for the Geographical Names Board of Canada (formerly the Canadian Permanent Committee on Geographical Names), who maintain the Canadian Geographical Names Data Base. The National Topographic System (NTS) maps will be amended to reflect these name decisions when they are produced or revised.

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

Sheet # 29 - 6

PROJECT: Agreement on amendment of the Labrador Inuit Land Claims Agreement that affects the rights of Nunavik Inuit in the Labrador Inuit Settlement Area portion of the overlap area

RESPONSIBILITIES: Canada; Makivik

PARTICIPANT/LIAISON: Labrador Inuit Association; Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Makivik, in writing, of any proposed amendment of the Labrador Inuit Land Claims Agreement which would affect the rights of Nunavik Inuit in the Labrador Inuit Settlement Area portion of the overlap area	Canada	As required prior to approving any amendment
2	Review the information provided on the proposed amendment	Makivik	Within a reasonable time after receiving notification under Activity 1
3	Make decision whether to agree or not to the proposed amendment	Makivik	After review the information provided

OBLIGATIONS ADDRESSED:

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

RELATED CLAUSES:

29.2.1 - Labrador Inuit Settlement Area portion of the overlap area, as described in Schedule 29-2

**ARTICLE 30 - COMMERCIAL FISHING AND AQUATIC PLANT
GATHERING OFFSHORE LABRADOR**

Sheet # 30 - 1

PROJECT: Offer additional commercial fishing licences to Nunavik Inuit

RESPONSIBILITIES: Canada - Minister of the Department of Fisheries and Oceans (DFO - Minister)

PARTICIPANT/LIAISON: Makivik Corporation; Canada - Department of Fisheries and Oceans

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Offer to issue to the Nunavik Inuit 10% of the additional commercial fishing licenses than the number available for issuance in the year of this Agreement: a) for scallops, Atlantic salmon and arctic char in the fishing area; b) to fish in the fishing area for species or stocks of fish listed in Schedule 30-1; c) to fish for species or stock of fish listed in schedule 30-2 in that area adjacent to the fishing area	DFO - Minister	In any calendar year after the effective date when the Minister decides to issue more commercial fishing licences with respect to Activity 1
2	Offer to issue to the Nunavik Inuit 10% of the commercial fishing licenses: a) to fish in the fishing area for a species or stock of fish listed in schedule 30-1 that was not subject to commercial licensing on the effective date b) to fish in the area adjacent to the fishing area for a species or stock of fish listed in schedule 30-2 that was not subject to commercial licensing on the effective date	DFO - Minister	In any calendar year after the effective date when the Minister decides to issue commercial fishing licences with respect to Activity 2
3	Through an additional commercial fishing licence issued to Nunavik Inuit or by some other means, offer access to the Nunavik Inuit of 8.8% of the quantity of shrimp available to be harvested in the area adjacent to the fishing area	DFO - Minister	In any calendar year after the effective date when the Minister decides to issue more commercial licences to fish for shrimp in the area adjacent to the fishing area

4	Offer to Nunavik Inuit participation under any new system that is at least as favourable as that set out under sections 30.2.1 through 30.2.6 in relation to that species or stock of fish	DFO - Minister	If and when the system for allocating commercial opportunities in relation to a species or stock of fish changes from the system existing on the effective date
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OBLIGATIONS ADDRESSED:

- 30.2.1 Subject to section 30.2.8, if in any calendar year after the effective date, the Minister decides to issue more commercial fishing licences for scallops, Atlantic salmon and arctic char in the fishing area than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 10% of additional licences to Nunavik Inuit.
- 30.2.2 Subject to section 30.2.8, if in any calendar year after the effective date, the Minister decides to issue more commercial fishing licences to fish in the fishing area for species or stock of fish listed in schedule 30-1 than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 10% of the additional licences to Nunavik Inuit.
- 30.2.3 Subject to section 30.2.8, if in any calendar year after the effective date, the Minister decides to issue more commercial fishing licences to fish for species or stock of fish listed in schedule 30-2 in that area adjacent to the fishing area than the number available for issuance in the year of the Agreement, the Minister shall offer to issue 10% of the additional licences to Nunavik Inuit.
- 30.2.4 Subject to section 30.2.8, if after the effective date of this Agreement the Minister decides to issue commercial fishing licences to fish in the fishing area for a species or stock of fish listed in schedule 30-1 that was not subject to commercial licensing on the effective date of this Agreement, the Minister shall offer 10% of the licences to Nunavik Inuit.
- 30.2.5 Subject to section 30.2.8, if after the effective date of this Agreement the Minister decides to issue commercial fishing licences to fish in the area adjacent to the fishing area for a species or stock of fish listed in schedule 30-2 that was not subject to commercial licensing on the effective date of this Agreement, the Minister shall offer to issue 10% of the licences to Nunavik Inuit.
- 30.2.6 If in any calendar year after the effective date of this Agreement, the Minister decides to issue more commercial fishing licences to fish for shrimp in the area adjacent to the fishing area than the number available for issuance in the year of the Agreement, the Minister shall offer access to Nunavik Inuit through an additional commercial fishing licence issued to Nunavik Inuit or by some other means to 8.8% of the quantity available to be harvested under those licences.
- 30.2.8 If the system for allocating commercial opportunities in relation to a species or stock of fish or aquatic plant changes from the system existing on the effective date, the Minister shall offer to Nunavik Inuit participation under the new system that is at least as favourable as that set out under sections 30.2.1 through 30.2.7 in relation to that species or stock of fish or aquatic plant.

RELATED CLAUSES:

Definitions - "commercial fishing licence" includes experiments and exploratory licences

- 5.3.16 - Harvesting pursuant to commercial fishing licenses subject to laws of general application
- 5.3.17 - Minister can continue to issue commercial fishing licenses to whomever the Minister chooses

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. "fishing area" means that portion of the Northwest Atlantic Fisheries Organization Division 2G above the 58th parallel extending between 12 and 40 nautical miles from the limit as defined in the Territorial Sea Geographical Coordinates Order pursuant to the Oceans Act as amended from time to time. (Definitions - 30.1.1)
2. "area adjacent to the fishing area" means those Canadian fisheries waters within that portion of the Northwest Atlantic Fisheries Organization Division 2G above the 58th parallel adjoining and lying due east of the fishing area. (Definitions: 30.1.1)
3. Nothing in Part 30.2 prevents the Minister from continuing to issue commercial fishing licences available for issuance on the effective date. (30.2.9)
4. All licences issued to Makivik under this Part 30.2 shall be subject to laws of general application governing any other similar licence. (30.2.10)
5. For purposes of calculating the number of licences available for issuance in sections 30.2.1, 30.2.2, 30.2.3 and 30.2.6, a licence is deemed to be available for issuance if a person is eligible to be issued the licence in accordance with the then existing federal policy for the issuance of commercial fishing licences. (30.2.11)

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

Sheet # 30 - 2

PROJECT: Offer additional commercial licences to Nunavik Inuit to harvest aquatic plants

RESPONSIBILITIES: Canada - Minister of the Department of Fisheries and Oceans (DFO - Minister)

PARTICIPANT/LIAISON: Makivik Corporation; Canada - Department of Fisheries and Oceans

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Offer to issue 10% of the commercial licences to Nunavik Inuit to harvest in the fishing area and the area adjacent to the fishing area an aquatic plant that was not subject to commercial licencing on the effective date	DFO - Minister	In any calendar year after the effective date when the Minister decides to issue commercial licences with respect to Activity 1
2	Offer to Nunavik Inuit participation under any new system that is at least as favourable as that set out under section 30.2.7 in relation to aquatic plants	DFO - Minister	If and when the system for allocating commercial opportunities in relation to aquatic plants changes from the system existing on the effective date

OBLIGATIONS ADDRESSED:

30.2.7 Subject to section 30.2.8, if after the effective date, the Minister decides to issue commercial licences to harvest in the fishing area and the area adjacent to the fishing area an aquatic plant that was not subject to commercial licencing on the effective date, the Minister shall offer to issue 10% of the licences to Nunavik Inuit.

30.2.8 If the system for allocating commercial opportunities in relation to a species or stock of fish or aquatic plant changes from the system existing on the effective date, the Minister shall offer to Nunavik Inuit participation under the new system that is at least as favourable as that set out under sections 30.2.1 through 30.2.7 in relation to that species or stock of fish or aquatic plant.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- "aquatic plant" means all marine and freshwater plants and includes all benthic and attached algae, kelp, marine flowering plants, brown algae, red algae, green algae, phytoplankton and other plants that complete their entire life cycle in water (Definitions - 1.1)
- "fishing area" means that portion of the Northwest Atlantic Fisheries Organization Division 2G

above the 58th parallel extending between 12 and 40 nautical miles from the limit as defined in the Territorial Sea Geographical Coordinates Order pursuant to the Oceans Act as amended from time to time. (Definitions - 30.1.1)

3. "area adjacent to the fishing area" means those Canadian fisheries waters within that portion of the Northwest Atlantic Fisheries Organization Division 2G above the 58th parallel adjoining and lying due east of the fishing area. (Definitions: 30.1.1)
4. All licences issued to Makivik under this Part 30.2 shall be subject to laws of general application governing any other similar licence. (30.2.10)

ANNEX B

FINANCIAL PAYMENTS

SUMMARY

PART 1: BOARDS AND COMMISSION

The annual sums shown below represent the implementation funding required for the listed Boards and Commission to fulfil their duties as identified in the *Nunavik Inuit Land Claims Agreement* and in the Implementation Plan for the initial implementation period. The Boards and Commission listed will fulfil their duties within the budgets identified. During the initial implementation period, should changes to the remuneration rates for appointees to boards and committees in Nunavik be approved by the Minister of the Department of Indian Affairs and Northern Development, the boards' budgets will be reviewed on a case-by-case basis to determine the need for additional funding.

Subject to annual appropriation by Parliament, Canada will provide funding according to the following schedule:

2005 CONSTANT DOLLARS	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
NMR Wildlife Board	2,451,542	2,337,042	2,337,042	2,337,042	2,337,042
NMR Planning Commission	599,540	468,290	468,290	468,290	468,290
NMR Impact Review Board	359,336	323,086	323,086	323,086	323,086
TOTAL:	3,410,418	3,128,418	3,128,418	3,128,418	3,128,418

2005 CONSTANT DOLLARS	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
NMR Wildlife Board	2,337,042	2,337,042	2,337,042	2,337,042	2,337,042
NMR Planning Commission	468,290	468,290	468,290	468,290	468,290
NMR Impact Review Board	323,086	323,086	323,086	323,086	323,086
TOTAL:	3,128,418	3,128,418	3,128,418	3,128,418	3,128,418

PART 2: ENROLMENT AND ELIGIBILITY

The Government of Canada will pay all reasonable costs incurred by the Registrar for the establishment and maintenance of the NILCA Enrolment List until the second anniversary of the effective date of this Agreement. Identified funding for the costs incurred by the Registrar for the establishment and maintenance of the NILCA Enrolment List until the second anniversary of the effective date (2005 constant dollars) will be as follows:

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

<u>Year 1</u>	<u>Year 2</u>
\$45,000	\$26,000

PART 3: NUNAVIK INUIT WILDLIFE RESEARCH FUND

The sum shown below represents the amount of one-time funding to be provided by the Government of Canada for the establishment of a Wildlife Research Fund. The funding is intended for the conduct of research proposed by the Government of Canada [or the Government of Nunavut] and approved by the

Nunavik Marine Region Wildlife Board. The allocation of those funds for that purpose in any fiscal year and any reallocation to another fiscal year for that purpose is at the discretion of the Nunavik Marine Region Wildlife Board.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

CURRENT DOLLARS:	YEAR 1
Wildlife Research Fund:	\$5,000,000

PART 4: IMPLEMENTATION FUNDING

The Government of Canada shall make implementation funding payments to Makivik and the Nunavik Inuit Trust (NIT), including funding for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada and for Nunavik Inuit Claims in Labrador onshore and offshore, in accordance with Schedule A below. Makivik shall use these funds in implementing this Agreement and in carrying the objects of Makivik. The implementation transfer payments set out in Schedule A provide for a first payment on the effective date and subsequent payments on each anniversary date.

Subject to appropriation by Parliament, Canada will provide funding in accordance with Schedule A of Article 23 of the final Agreement.

PART 5: GOVERNMENT OF NUNAVUT

Funding arrangements to assist the Government of Nunavut in fulfilling its responsibilities under the Agreement for the initial planning period are to be established between the Government of Canada and the Government of Nunavut.

PART 6: ANNUAL ADJUSTMENTS

A. Annual Calculation of Net Transfer Amounts

Adjustments by price used in this Implementation Plan will be based on *Canada Final Domestic Demand Implicit Price Index* "FDDIPI" as published regularly by Statistics Canada for the third quarter, on or about November 30 of each year, in CANSIM II Table 380-0003, Series D100466, and printed in Catalogue Number 13-001, matrix 10512, labelled as "Canada Implicit price index; Final Domestic Demand," or any successor index or publication.

The annual year over year change in the annual values for FDDIPI is equal to the annual FDDIPI value of the latest calendar year divided by the annual FDDIPI value of the calendar year immediately prior to the latest calendar year. In the calculation of the price adjustor all FDDIPI values shall be taken from the Fourth Quarter publication of the *National Economic and Income Accounts* as published by Statistics Canada.

B. Periodic or Irregular Payment Amounts

Where there are line items in a budget which do not appear in each consecutive year, the Annual

Price Adjustment Factor, as calculated above, shall be applied cumulatively and unchanged, in order to determine the adjusted amount for any year in which that item appears.

C. Calculation of the Effective Year Funding Amounts

If necessary, funding amounts shown in 2005 dollars will be adjusted to determine the funding for the effective year in accordance with the following calculation:

- for a one-time adjustment only, the adjustor will be the change in FDDIPI which would have applied as of April 1st of the effective year (i.e. the third quarter of EY - 1), over FDDIPI for the third quarter of 2005.

One-time adjustor = $FDDIPI_{3QEY-1} / FDDIPI_{3Q2005}$ using both FDDIPI values appearing in the same publication which contains the latest available annual value of FDDIPI.

ANNEX C

COMMUNICATION AND INFORMATION

STRATEGY

COMMUNICATION AND INFORMATION STRATEGY

1. Introduction

The Agreement (section 23.2.3 (e)) requires that the Parties to the Agreement to develop a communication and information strategy to inform Nunavik Inuit and interested third parties of the content of the Agreement and the accompanying Implementation Plan.

Communication initiatives surrounding the implementation process will seek to inform target audiences of the key activities in the implementation process. Direct involvement of the Parties in transmitting information to their respective audiences will increase the likelihood of effective implementation.

2. Target Audiences

Target audiences include Nunavik Inuit; Makivik Designated Organizations (MDOs); Territorial Members of the House of Assembly of Nunavut; and federal government Members of Parliament, including their respective departments and agencies. Target audiences also include third parties with interests in the Nunavik Inuit lands such as, but not limited to: commercial wildlife operators, hunters and fishers, archaeologists, environmental groups and the media.

Communication to the general public is essential for effective implementation of the Agreement in the communities along the coast of the Nunavik Inuit Land Claims area. It is through effective communications that the concept of fairness and equity of the Agreement will be reinforced. The general public must be given information on how their interests are or are not affected.

3. Responsibilities

Nunavik Inuit Beneficiaries

The implementation of the Agreement most directly affects Nunavik Inuit beneficiaries to the Agreement. Of particular importance, therefore, is leadership involvement to ensure effective implementation of the Agreement. Makivik must play a lead role in ensuring that the Nunavik Inuit beneficiaries are made aware of their rights and obligations under the Agreement.

Acceptance of the Agreement by the Nunavik Inuit and their designated organizations and institutions and their assistance in implementation will depend on a clear understanding of the process. Beneficiaries will therefore have a responsibility to become familiar with and understand the Agreement and the accompanying Implementation Plan.

Translation into Inuktituk of communication activities and instruments will be provided by Makivik, as deemed appropriate, to assist Nunavik Inuit beneficiaries in become aware of their rights and obligations under the Agreement

Government of Nunavut

Direct involvement of the Government of Nunavut is essential to the implementation of the Agreement. The Government of Nunavut will inform its departments and agencies and their employees, contractors and agents of their obligations, responsibilities and any new processes under the Agreement. Where these obligations may affect the Nunavik Inuit or third parties, appropriate

communication strategies will be developed and implemented by the Government of Nunavut.

Translation into Inuktitut of communications activities and instruments will be provided by the Government of Nunavut as required by the Agreement, or if not specified in the Agreement, as deemed appropriate by the Territorial government.

Federal Government

The federal Government will inform its departments and agencies and their employees, contractors and agents of their obligations, responsibilities and any new processes under the Agreement and the Implementation Plan. Where these obligations affect the Nunavik Inuit or third parties, appropriate communication strategies shall be developed and implemented by the federal government. The Department of Indian Affairs and Northern Development will play a lead role in these internal and external communication initiatives.

Translation into Inuktitut of communications activities and instruments will be provided by the federal government as required by the Agreement, or if not specified in the Agreement, as deemed appropriate by the federal government.

Institutions of Public Government

Consistent with the final Agreement, the institutions of public government have significant responsibilities and obligations for informing Nunavik Inuit, industry and the public about their roles and responsibilities and to provide for public involvement in their land use planning, development impact, and wildlife management procedures and processes.

4. General Information Activities

In order to assist in the effective communication of the Agreement, the parties to the Agreement will endeavour to undertake and internally sponsor workshops, seminars and other means of in-service training in order to ensure that their respective employees, agents and contractors are aware of and understand the impact of the Agreement and the Implementation Plan on the performance of their duties.

In an effort to promote awareness of the Agreement among members of the public who are interested in or affected by it, the parties to the Agreement will undertake activities to make public and explain the Agreement and the Implementation Plan.

The parties shall consider using methods such as: regular and special publications, computer-based information, video aids, public service announcements, news releases and advertising, communiques and media briefings, and public information meetings.

Specific communication activities may be held to ensure that special interest or third party groups are well informed about the Agreement and the Implementation Plan and their potential impacts. These specific communication activities may be undertaken as actions occur during the implementation process.

5. Designated Information Activities

Media

The continuation of open and effective communication, such as joint news briefings on implementation developments will help ensure accurate media coverage of the Agreement. During the implementation process, the distribution of information and media kits will continue, at the discretion of the parties, in light of any new Agreement developments.

Annual Reporting

In accordance with section 23.3.3 (e) of the Agreement, a report on the implementation of the Agreement by the Implementation Committee is required every two (2) years. The costs of this report will be borne by the federal Government.

6. Budget

The costs of communication and education activities will be the responsibility of the party or organization undertaking the activity unless expressly stated otherwise.

When the Parties are undertaking activities in support of the Communication Strategy they will, if they agree that it is desirable, conduct communications activities jointly.