

Chapter 12: Wildlife and Plants

Part 12.1 Definitions

12.1.1 In this chapter:

"Commercial Plant Operation" means an undertaking that Harvests Plants in the Labrador Inuit Settlement Area for commercial purposes but excludes an undertaking that Harvests less than 5,000 board feet of trees for saw logs, construction timber or pulp wood or 10 cords of firewood per annum;

"Conservation" means the management of Wildlife, Plants and Habitat, including the management of human activities in relation to them, to foster Sustainable Utilization and maintenance of natural populations, biodiversity and ecological processes;

"Immediate Family" means spouse, parent, brother, sister, child, grandchild, son-in-law or daughter-in-law;

"Inuit Commercial Wildlife Operation" means a Commercial Wildlife Operation owned by an Inuit Business;

"Inuit Harvest Level" means the quantity of a species or population of Wildlife or Plant established in accordance with part 12.4;

"Kamutet" is the plural of Kamutik;

"Kamutik" means a traditional Inuit sled consisting of two parallel wooden runners connected with wooden slats;

"Non-Migratory Species of Wildlife" means all Wildlife, other than caribou and Migratory Birds;

"Permanent Long-Term Resident" means an individual, who is not a Beneficiary, who has resided in the Labrador Inuit Settlement Area for no less than 10 consecutive years prior to November 30th 1990 and who at all times after that date is ordinarily resident in the Labrador Inuit Settlement Area and includes his or her descendants who are ordinarily resident in the Labrador Inuit Settlement Area at all times after that date;

"Precautionary Approach" means that, if there are threats of serious or irreversible damage to Wildlife or Plants, measures to prevent the reduction or loss of the Wildlife or Plants should not be postponed for lack of full scientific certainty;

"Qualified Inuit Guide" means a guide licenced by the Nunatsiavut Government under subsection 12.7.1(d);

"Subsistence" means hunting, trapping and gathering Wildlife and Plants as the primary, non-commercial means of providing food and fuel for the immediate household of the individual carrying out the hunting, trapping and gathering activity;

"Sustainable Utilization" means the use and management of Wildlife, Plants and Habitat in a manner that does not impair their natural viability in order that the needs of the present may be met without compromising the ability of future generations to meet their needs; and

"Total Allowable Harvest" means the total quantity of a species or population of Wildlife or Plant that may be lawfully Harvested.

Part 12.2 General

12.2.1 Conservation and the use of the Precautionary Approach are priorities in decision-making that relates to or directly affects Wildlife, Plants or Habitat in the Labrador Inuit Settlement Area.

12.2.2 Subject to this chapter, Inuit have the exclusive right to Harvest Wildlife and Plants in Labrador Inuit Lands.

Part 12.3 Inuit Domestic Harvest

12.3.1 Inuit have the right to Harvest Wildlife and Plants, under the terms of this chapter, throughout the Labrador Inuit Settlement Area at all times of the year, subject to:

- (a) Inuit Laws under section 12.7.1;
- (b) a restriction on seasons imposed for purposes of Conservation under Laws of General Application; or
- (c) federal Laws on firearms control.

12.3.2 If no Total Allowable Harvest has been established under this chapter, Inuit have the right to Harvest throughout the Labrador Inuit Settlement Area up to their full level of needs for food, social and ceremonial purposes and, in the case of Plants, for the additional purposes set out in section 12.4.13.

12.3.3 If a Total Allowable Harvest for a species or population of Wildlife or Plant is established:

- (a) Inuit have the right to Harvest that species or population of Wildlife or Plant within the Labrador Inuit Settlement Area up to the Inuit Harvest Level; and

- (b) an Inuk has the right to Harvest the share of the Inuit Harvest Level allocated to him or her by the Nunatsiavut Government.
- 12.3.4 An Inuk may use any method or technology to Harvest Wildlife under the terms of this chapter if it:
 - (a) is humane;
 - (b) does not contravene a Harvesting restriction on method or technology of Harvest imposed by the Nunatsiavut Government;
 - (c) does not contravene Laws of General Application regarding public health or public safety; or
 - (d) does not result in harmful alteration to the Environment.
- 12.3.5 For purposes of subsections 12.3.4(a) and 12.7.1(p), a method or technology used to Harvest Wildlife is humane if it was permissible under Laws of General Application in effect on September 1st, 1999, except as otherwise provided in Legislation implementing an International Agreement respecting the Harvesting of Wildlife.
- 12.3.6 Inuit have the exclusive right to Harvest, throughout the Labrador Inuit Settlement Area, the Total Allowable Harvest of polar bears established by the Province or in or for Newfoundland and Labrador.
- 12.3.7 If, in addition to or in place of the Total Allowable Harvest referred to in section 12.3.6, a Total Allowable Harvest of polar bears is established by or for Canada, Beneficiaries are entitled to an equitable share of that Total Allowable Harvest and have the right to Harvest polar bears that may be taken in the Labrador Inuit Settlement Area or Waters Adjacent to the Zone on a representative basis. For purposes of this section "representative basis" means the ratio of Beneficiaries to the total number of:
 - (a) Beneficiaries; and
 - (b) Inuit other than Beneficiaries,in the Labrador Inuit Settlement Area. The definition of "Inuit" in section 1.1.1 does not apply in subsection (b).
- 12.3.8 Inuit have the exclusive right to Harvest musk oxen throughout the Labrador Inuit Settlement Area.
- 12.3.9 No Person may sell Wildlife or Plants Harvested under section 12.3.2, 12.3.3 or 12.3.15 or a share of the Inuit Harvest Level under section 12.3.17 except as provided in sections 12.3.11 and 12.3.12 and under Laws of General Application.

- 12.3.10 Inuit have the right to give, trade, exchange or barter among themselves, and with other aboriginal individuals, any Wildlife or Plants Harvested under section 12.3.2, 12.3.3 or 12.3.15, subject to management by the Nunatsiavut Government under subsection 12.7.1(m) and sections 12.3.11, 12.3.12, 12.3.13 and 12.3.14.
- 12.3.11 Notwithstanding section 12.4.13, an Inuk has the right to sell trees Harvested under section 12.3.2, 12.3.3 or 12.3.15 to Inuit in the Labrador Inuit Settlement Area for purposes of firewood, subject to management by the Nunatsiavut Government under subsection 12.7.1(m).
- 12.3.12 Inuit have the right to sell to any Person:
- (a) any non-edible product of Wildlife Harvested under section 12.3.2, 12.3.3 or 12.3.15; and
 - (b) any craft, tool, artwork or other cultural artifact that they produce from Plants.
- 12.3.13 Inuit have the right to transport outside the Labrador Inuit Settlement Area to Inuit or other aboriginal individuals any Wildlife or Plant Harvested under section 12.3.2, 12.3.3 or 12.3.15, on condition that the Wildlife or Plant so transported is identified as having been Harvested in the Inuit Domestic Harvest.
- 12.3.14 Notwithstanding section 12.3.13, an Inuk may be required by the Minister or the Nunatsiavut Government to obtain a permit to transport any Wildlife or Plant outside the Labrador Inuit Settlement Area, but:
- (a) the permit shall be issued upon request unless good cause exists for refusing to issue the permit;
 - (b) the permit shall contain terms and conditions established under Laws of General Application; and
 - (c) any fee for the permit shall be waived.
- 12.3.15 An Inuk may transfer a right to Harvest under sections 12.3.2 and 12.3.3 to:
- (a) that Inuk's spouse;
 - (b) that Inuk's parent or child;
 - (c) an individual to whom that Inuk stands in the position of a parent;
 - (d) an individual who stands in the position of a parent to that Inuk;
 - (e) another Inuk; or
 - (f) another aboriginal individual,

and the transfer must be in writing and is subject to any terms and conditions respecting transfers that are established by the Nunatsiavut Government.

- 12.3.16 Notwithstanding section 12.3.15, an Inuk may not transfer a right to Harvest Migratory Birds under section 12.3.2 or 12.3.3 to an individual referred to in subsection 12.3.15(f) unless that individual is qualified to Harvest under Laws of General Application.
- 12.3.17 An Inuk may transfer, by way of gift, trade, exchange or barter, his or her share of an Inuit Harvest Level, or any portion thereof, to any individual on condition that:
- (a) the transferee is eligible to Harvest Wildlife and Plants under Laws of General Application and is subject to the same restrictions as the transferor;
 - (b) the transfer is subject to any terms or conditions under which the transferor's access to the share of the Inuit Harvest Level is acquired;
 - (c) no transfer shall be for a term, including any option for renewal, exceeding one year; and
 - (d) the transfer shall be made in accordance with, and subject to, Inuit Laws under part 12.7.
- 12.3.18 Notwithstanding section 12.3.17, an Inuk may not transfer a share of the Inuit Harvest Level for a species or population of Migratory Bird, or any portion thereof, to an individual referred to in section 12.3.17 unless the transfer:
- (a) is permitted by Laws of General Application; and
 - (b) is made without charge.
- 12.3.19 An Inuk may Harvest under section 12.3.2, 12.3.3 or 12.3.15 without any form of licence, permit, or fee to Harvest Wildlife or Plants, subject to Inuit Laws under subsection 12.7.1(c).
- 12.3.20 The Nunatsiavut Government may negotiate agreements with Canada or the Province concerning the enforcement of Laws in respect of Wildlife or Plants.

Part 12.4 Inuit Harvest Levels

- 12.4.1 The Inuit Harvest Level is intended for the protection of the Inuit Domestic Harvest.
- 12.4.2 The Inuit Harvest Level constitutes a first demand against a Total Allowable Harvest, in accordance with this chapter.

- 12.4.3 The Nunatsiavut Government shall establish measures intended to ensure that the quantities of Wildlife and Plants taken in the Inuit Domestic Harvest do not exceed Inuit Harvest Levels.
- 12.4.4 If a Total Allowable Harvest is established for a species or population of Wildlife or Plant Harvested by Inuit in the Labrador Inuit Settlement Area, the Minister shall establish an Inuit Harvest Level for that species or population of Wildlife or Plant.
- 12.4.5 The Nunatsiavut Government shall:
- (a) recommend the Inuit Harvest Level to the Minister; and
 - (b) provide the Minister the data and information on which the recommendation is based.
- 12.4.6 The Inuit Harvest Level shall be:
- (a) as accurate a quantification as possible of the amount of a species or population of Wildlife or Plant required by Inuit for the Inuit Domestic Harvest; and
 - (b) based on a recommendation of the Nunatsiavut Government.
- 12.4.7 The Nunatsiavut Government shall base its recommendation for an Inuit Harvest Level for a species or population of Wildlife or Plant on all relevant information available to it, including:
- (a) any data, including Inuit traditional knowledge, that may be compiled on an ongoing basis with respect to the Inuit Domestic Harvest by the Nunatsiavut Government;
 - (b) historical data;
 - (c) any data that may be compiled on an ongoing basis by Inuit Government during its monitoring of the Inuit Domestic Harvest; and
 - (d) information on variations in the availability and accessibility of the species or population of Wildlife or Plant.
- 12.4.8 Subject to section 12.4.9, the Minister shall establish the Inuit Harvest Level recommended by the Nunatsiavut Government.
- 12.4.9 If the Minister determines that a recommendation referred to in section 12.4.5 is not supported by the information referred to in section 12.4.7, the Minister may, after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Harvest Level, establish an Inuit Harvest Level that differs from the Inuit Harvest Level recommended by the Nunatsiavut Government. The Minister shall give to the Nunatsiavut Government, on a timely basis, the

reasons in writing if the Minister establishes an Inuit Harvest Level that differs from the Inuit Harvest Level recommended by the Nunatsiavut Government unless agreement on the Inuit Harvest Level has been achieved through Consultation.

- 12.4.10 The Consultation referred to in section 12.4.9 may be terminated by the Minister 90 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.
- 12.4.11 If, after having been requested to make a recommendation under section 12.4.5, the Nunatsiavut Government fails to do so, the Minister may establish the Inuit Harvest Level for a species or population of Wildlife or Plant after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Harvest Level.
- 12.4.12 The Consultation referred to in section 12.4.11 may be terminated by the Minister 30 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.
- 12.4.13 The recommendation by the Nunatsiavut Government of an Inuit Harvest Level for a species or population of Plant and the establishment by the Minister of an Inuit Harvest Level for a species or population of Plant shall provide for Inuit needs with respect to Plants for all purposes other than commercial purposes, including:
- (a) food;
 - (b) firewood;
 - (c) construction of Aullâsimavet;
 - (d) construction of boats and Kamutet;
 - (e) personal house construction and domestic purposes;
 - (f) cultural and medicinal uses;
 - (g) wharves, fishing stages and slipways;
 - (h) uses incidental to Harvesting;
 - (i) construction for Inuit Community purposes, such as community halls and the fencing of cemeteries and parks; and
 - (j) poles.
- 12.4.14 The recommendation by the Nunatsiavut Government of an Inuit Harvest Level for a species or population of Plant and the establishment by the Minister of an Inuit Harvest Level for a species or population of Plant shall also provide for Inuit needs with respect to Plants for crafts, tools, artwork and other cultural artifacts for all purposes, including commercial purposes.

- 12.4.15 Subject to this chapter, if a Total Allowable Harvest for a species or population of Wildlife or Plant exceeds the Inuit Harvest Level for the species or population of Wildlife or Plant, the surplus may be allocated by the Minister.
- 12.4.16 If the Minister decides to allocate a portion of the surplus referred to in section 12.4.15 for commercial purposes, the Minister shall do so in accordance with this part.
- 12.4.17 After Consulting the Torngat Wildlife and Plants Co-Management Board and the owners or operators of Commercial Wildlife Operations existing on the Effective Date, the Minister shall establish and cap the total amount of a species or population of Wildlife other than Migratory Birds that may be taken annually at or from those Commercial Wildlife Operations.
- 12.4.18 If the Minister varies or rejects the advice or recommendation of the Torngat Wildlife and Plants Co-Management Board in relation to section 12.4.17, the Minister shall give the reasons, in writing, for the decision if the Torngat Wildlife and Plants Co-Management Board so requests.
- 12.4.19 The amount of a species or population of Wildlife established under section 12.4.17 is subject to section 12.4.2, and the share or allocation of that amount that may be taken annually at or from a Commercial Wildlife Operation shall not be transferred to a third party separately from a transfer of the Commercial Wildlife Operation.
- 12.4.20 If the total amount of a species or population of Wildlife, other than Migratory Birds, available for Commercial Wildlife Operations exceeds the number established under section 12.4.17, the Minister shall allocate to the Nunatsiavut Government, on a priority basis, a quantity of Wildlife required to support the establishment and continued operation of Inuit Commercial Wildlife Operations.
- 12.4.21 Any unused portion of the numbers allocated under sections 12.4.17 and 12.4.20 may be reallocated by the Minister.

Part 12.5 Limitations on the Inuit Domestic Harvest

- 12.5.1 The exercise by an individual of rights in the Inuit Domestic Harvest is subject to sections 12.5.3 through 12.5.6 and Laws of General Application respecting public health or public safety.
- 12.5.2 The quantity of Wildlife or Plants that may be Harvested in the Inuit Domestic Harvest shall not be restricted to an amount less than the Inuit Harvest Level, except in accordance with this part.
- 12.5.3 If, for a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area for which a Total Allowable Harvest is established, the Total Allowable Harvest is less than the Inuit Harvest Level, all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than Inuit

and an aboriginal people referred to in section 12.5.5 in the Labrador Inuit Settlement Area directed at that species or population of Wildlife or Plant shall be closed and, subject to section 12.5.5, the Minister shall allocate the Total Allowable Harvest to Inuit.

- 12.5.4 If, after a Total Allowable Harvest has been established for a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area, that Total Allowable Harvest is reduced for a period of time to a quantity that is less than the Inuit Harvest Level, all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than Inuit and an aboriginal people referred to in section 12.5.5 in the Labrador Inuit Settlement Area directed at that species or population of Wildlife or Plant shall be closed for that period and, subject to section 12.5.5, the Minister shall allocate the Total Allowable Harvest to Inuit.
- 12.5.5 If an aboriginal people of Canada, other than Inuit, has an aboriginal or treaty right in the Labrador Inuit Settlement Area with respect to a species or population of Wildlife or Plant to which section 12.5.3 or 12.5.4 applies, the Minister shall, prior to making any allocation of that species or population of Wildlife or Plant, Consult the Nunatsiavut Government and determine an equitable allocation of the Total Allowable Harvest for Inuit.
- 12.5.6 In circumstances referred to in sections 12.5.3 and 12.5.4, the Nunatsiavut Government shall, at the request of the Minister, make a portion of the Inuit Harvest Level available to Permanent Long-Term Residents who are eligible to receive licences to Harvest under Laws of General Application to provide them an opportunity to meet their Subsistence needs. The share of the Inuit Harvest Level to be made available further to a request under this section is in the sole discretion of the Nunatsiavut Government. The Nunatsiavut Government shall provide to each individual permitted to Harvest under this section documentation that specifies the species or population and the quantity of that species or population that may be taken.
- 12.5.7 If the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic Harvest is restricted under this part to an amount that is less than the Inuit Harvest Level in respect of that species or population, the Nunatsiavut Government shall use that lesser amount as a Conservation limit and if the Nunatsiavut Government allocates a portion of the Inuit Harvest Level to an Inuk, it shall provide that Inuk with documentation that specifies the species or population of Wildlife or Plant that may be Harvested and the quantity that may be Harvested by that Inuk.
- 12.5.8 Notwithstanding section 12.3.19, if the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic Harvest is restricted to an amount that is less than the Inuit Harvest Level for that species or population of Wildlife or Plant, an Inuk may be required to obtain a licence or permit from the Nunatsiavut Government to participate in the Inuit Domestic Harvest for that species or population of Wildlife or Plant.

- 12.5.9 If quotas are established with respect to any species or population of Wildlife or Plant and those quotas are managed by means of the issuance of licences or permits, those licences or permits assigned to or for Inuit shall be issued to the Nunatsiavut Government which may allocate and reissue the quotas under subsections 12.7.1(b) and 12.7.1(c).
- 12.5.10 An Inuk shall supply to the Nunatsiavut Government any information regarding Harvesting activities or Harvesting related activities that Laws of General Application require Non-Beneficiaries who Harvest Wildlife and Plants to supply in comparable circumstances.

Part 12.6 Emergencies

- 12.6.1 Nothing in this chapter shall be construed to prevent an individual from killing Wildlife or taking Plants for survival in an emergency.
- 12.6.2 Subject to section 12.6.3, an individual who kills Wildlife or takes a Plant under section 12.6.1 may use that Wildlife or Plant for personal use and consumption only.
- 12.6.3 An individual who kills a polar bear or musk ox under circumstances referred to in section 12.6.1 shall deliver the skin to the Nunatsiavut Government if it is practicable to do so.
- 12.6.4 Section 12.6.1 shall not be construed as providing lawful excuse under a Law to a Person who kills Wildlife or takes a Plant as a result of negligence, mismanagement or wilful misconduct.

Part 12.7 Nunatsiavut Government Powers and Authorities

- 12.7.1 The Nunatsiavut Government may make laws in relation to the following matters:
- (a) the establishment of the Total Allowable Harvest for polar bears in the Labrador Inuit Settlement Area, but the Total Allowable Harvest established by the Nunatsiavut Government shall not exceed the aggregate of the Total Allowable Harvest referred to in section 12.3.6 and the share of the Total Allowable Harvest referred to in section 12.3.7;
 - (b) the allocation among Inuit, Inuit Communities, Inuit families and Aullâsimavet of the Inuit Harvest Level and other allocations or quantities of Wildlife or Plants to which Inuit and the Nunatsiavut Government are entitled under this chapter;
 - (c) the issuing of licences, permits or other authorizations to Harvest the Inuit Harvest Level and other allocations or quantities of Wildlife or Plants to which Inuit and the Nunatsiavut Government are entitled under this chapter

- and the establishment of terms and conditions applicable to those licences, permits and authorizations, including the imposition of fees;
- (d) the licencing by the Nunatsiavut Government of Inuit who act as guides in the Labrador Inuit Settlement Area, but Inuit licenced to be guides must also satisfy the qualifications for guides established under Provincial Legislation;
 - (e) subject to sections 12.3.16 and 12.3.18, the transfer of rights to participate in the Inuit Domestic Harvest under section 12.3.15 and the transfer of shares of the Inuit Harvest Levels under section 12.3.17;
 - (f) the Harvesting of Plants in, and the forestation and reforestation of, Labrador Inuit Lands and the management of Harvesting by Inuit of Plants in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;
 - (g) subject to the Land Use Plan, the establishment of individual, family or group territories or areas for Harvesting by Inuit of Wildlife and Plants in Labrador Inuit Lands;
 - (h) the collection and publication of Inuit traditional knowledge with respect to Wildlife, Plants and Habitat;
 - (i) programs and measures established by Inuit Government to promote the maintenance and development of Harvesting and survival skills among Inuit;
 - (j) the management and administration of Inuit rights related to Wildlife, Plants and Habitat under this chapter;
 - (k) the resolution of disputes among Inuit with respect to the Harvesting of Wildlife and Plants;
 - (l) except when otherwise provided in this chapter, the regulation of Harvesting of Wildlife in Labrador Inuit Lands and the management of the Inuit Domestic Harvest in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;
 - (m) subject to sections 12.3.9, 12.3.13 and 12.3.14, the management of all aspects of the exchange, trade or barter of Wildlife or Plants Harvested by Inuit;
 - (n) the monitoring of Harvesting by Inuit of Wildlife and Plants in accordance with relevant management measures;
 - (o) the provision of the documentation referred to in section 12.5.7 to each Inuk and transferee;

- (p) the management of all aspects of commercial Harvesting of Furbearers in Labrador Inuit Lands, subject to Laws of General Application respecting seasons, quotas, humane trapping and the sale of furs; and
 - (q) the hiring of guides by Commercial Wildlife Operations in Labrador Inuit Lands.
- 12.7.2 The Nunatsiavut Government may make laws in relation to the following matters:
 - (a) the quantities of Plants that may be Harvested in Labrador Inuit Lands; and
 - (b) access to Labrador Inuit Lands and to Wildlife and Plants in Labrador Inuit Lands by third parties having rights and interests referred to in sections 12.7.9, 12.10.1, 12.12.2, 12.13.6 and 12.13.7.
- 12.7.3 An Inuit Law with respect to a matter referred to in section 12.7.2 other than a matter involving Migratory Birds must be submitted promptly to the Provincial Minister and if the Minister disallows the Inuit Law within 60 clear days from the date of its receipt, the Inuit Law shall be of no force or effect.
- 12.7.4 If the Provincial Minister disallows an Inuit Law under section 12.7.3 the Minister shall give the Nunatsiavut Government the reasons for the decision in writing.
- 12.7.5 If there is a Conflict between an Inuit Law under section 12.7.1 or an Inuit Law under section 12.7.2 that has not been disallowed under section 12.7.3, and a Law of General Application in relation to Conservation including the *Migratory Birds Convention Act, 1994*, or public health or public safety, including firearms Legislation, the Law of General Application prevails to the extent of the Conflict.
- 12.7.6 If there is a Conflict between an Inuit Law under section 12.7.1 or an Inuit Law under section 12.7.2 that has not been disallowed under section 12.7.3 and a federal or Provincial Law, other than one referred to in section 12.7.5, the Inuit Law prevails to the extent of the Conflict.
- 12.7.7 The Nunatsiavut Government may defend and preserve Inuit rights under this chapter and provide active support to Inuit in the exercise of their rights under this chapter.
- 12.7.8 The Nunatsiavut Government shall:
 - (a) inform the Torngat Wildlife and Plants Co-Management Board on a timely basis about its proposed measures for the Inuit Domestic Harvest; and
 - (b) provide to the Torngat Wildlife and Plants Co-Management Board on a timely basis all information about the measures established by it for the Inuit Domestic Harvest.
- 12.7.9 A Permanent Long-Term Resident who is eligible under Laws of General Application to Harvest Wildlife and Plants shall be issued a permit by the

Nunatsiavut Government to Harvest Wildlife and Plants in specified locations in Labrador Inuit Lands and in accordance with Inuit Laws if:

- (a) the Permanent Long-Term Resident can demonstrate to the satisfaction of the Nunatsiavut Government that the Permanent Long-Term Resident has traditionally Harvested and currently Harvests Wildlife and Plants in specified locations within Labrador Inuit Lands for Subsistence purposes; and
- (b) it would be unreasonable for the Permanent Long-Term Resident to Harvest Wildlife and Plants in areas outside Labrador Inuit Lands.

12.7.10 A decision of the Nunatsiavut Government under section 12.7.9 is final and binding and not subject to appeal.

12.7.11 Notwithstanding section 12.7.10, judicial review of a decision of the Nunatsiavut Government under section 12.7.9 shall be available at the motion of a Permanent Long-Term Resident personally affected by the decision.

12.7.12 The Nunatsiavut Government shall provide to each individual having a right to Harvest Wildlife or Plants in the Inuit Domestic Harvest documentation that specifies:

- (a) that the individual has a right to Harvest Wildlife or Plants in the Inuit Domestic Harvest;
- (b) the species or population that may be Harvested; and
- (c) the quantity of the species or population that may be Harvested.

12.7.13 The Nunatsiavut Government shall provide to each individual permitted to Harvest under section 12.7.9 documentation that specifies the areas in Labrador Inuit Lands to which that individual has a right of access.

12.7.14 No Person other than an Inuk may Harvest on Labrador Inuit Lands unless that Person is:

- (a) the holder of a valid permit issued by the Nunatsiavut Government, including a permit referred to in section 12.7.9;
- (b) a client, patron or guest of a Commercial Wildlife Operation in Labrador Inuit Lands referred to in section 12.10.1;
- (c) a Person acting under a lease, licence or permit referred to in section 12.12.2;
- (d) an individual referred to in subsections 12.10.22(b), (c) and (d);
- (e) Harvesting under section 12.13.6; or

- (f) acting in accordance with subsection 12.13.9(a).

Part 12.8 Torngat Wildlife and Plants Co-Management Board

- 12.8.1 On the Effective Date, there shall be established a public body known as the Torngat Wildlife and Plants Co-Management Board.
- 12.8.2 The Torngat Wildlife and Plants Co-Management Board shall consist of seven members, including the chairperson, to be appointed as follows:
 - (a) the chairperson shall be nominated by the members referred to in subsections (b), (c) and (d) and appointed by the Provincial Minister;
 - (b) three members shall be appointed by the Nunatsiavut Government;
 - (c) two members shall be appointed by the Provincial Minister; and
 - (d) one member shall be appointed by the federal Minister.
- 12.8.3 If the members referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) fail to agree on the nomination of the chairperson within 60 clear days from the commencement of discussions, the appointment shall be made by the Chief Justice.
- 12.8.4 For purposes of section 12.8.3, discussions shall be deemed to have commenced when all members of the Torngat Wildlife and Plants Co-management Board referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) have been first appointed and thereafter:
 - (a) 90 clear days prior to the expiration of the term of office of an incumbent chairperson; or
 - (b) on the date of receipt by the Torngat Wildlife and Plants Co-Management Board of notice of the death, resignation or termination of appointment of the incumbent chairperson.
- 12.8.5 Each member of the Torngat Wildlife and Plants Co-Management Board:
 - (a) shall be appointed to hold office during good behaviour for a term of four years, but upon the initial establishment of the Torngat Wildlife and Plants Co-Management Board one member appointed by the Nunatsiavut Government, one member appointed by the federal Minister and one member appointed by the Provincial Minister shall be appointed to hold office for a term of two years, and the remaining members, including the chairperson, shall be appointed to hold office for a term of four years;
 - (b) may be reappointed to office;

- (c) shall, before assuming office, take and subscribe an oath in the form set out in schedule 12-A before an officer authorized by Law to administer oaths;
 - (d) shall be remunerated at a fair and reasonable level determined by the Parties;
 - (e) shall be reimbursed travelling and living expenses incurred in the performance of the member's duties, at a level consistent with guidelines agreed to by the Parties; and
 - (f) shall be subject to such rules relating to conflict of interest as may be agreed among the Parties from time to time but no member shall be considered to be in a position of conflict of interest or to be biased solely because the member is an Inuk or a public servant.
- 12.8.6 The chairperson may be removed from office for cause by agreement of the Parties.
- 12.8.7 A member of the Torngat Wildlife and Plants Co-Management Board other than the chairperson may be removed from office for cause at any time by the Government that appointed the member.
- 12.8.8 No member of the Torngat Wildlife and Plants Co-Management Board shall be a delegate of the Government that appointed the member.
- 12.8.9 Subject to section 12.8.14, each member of the Torngat Wildlife and Plants Co-Management Board has the right to participate fully in all deliberations and decisions of the Torngat Wildlife and Plants Co-Management Board.
- 12.8.10 A vacancy in the membership of the Torngat Wildlife and Plants Co-Management Board, excluding the chairperson, shall be filled within 30 clear days by a replacement member appointed by the Government that made the original appointment. A vacancy in the position of the chairperson shall be filled in the manner set out in subsection 12.8.2(a) and section 12.8.3.
- 12.8.11 A quorum of the Torngat Wildlife and Plants Co-Management Board shall be the chairperson, two members appointed by the Nunatsiavut Government and one member appointed by each of the federal Minister and the Province.
- 12.8.12 Subject to section 12.8.13, all decisions of the Torngat Wildlife and Plants Co-Management Board shall be arrived at by consensus of the members.
- 12.8.13 If, in the opinion of the chairperson, a decision of the Torngat Wildlife and Plants Co-Management Board cannot be decided by consensus after reasonable efforts have been made to achieve consensus, the chairperson may declare that the decision shall be decided by a vote in accordance with section 12.8.14.
- 12.8.14 If a decision of the Torngat Wildlife and Plants Co-Management Board is decided by vote, the decision shall be decided by a majority of votes cast and the chairperson shall vote only in order to break a tie. In the event of a decision by

vote, a member in the minority may file a report that shall be appended to the decision.

- 12.8.15 The Torngat Wildlife and Plants Co-Management Board may request that a public servant, to be designated by Government, provide information and advice to it or attend its meetings for that purpose and the request shall not be unreasonably denied.
- 12.8.16 A member of the Torngat Wildlife and Plants Co-Management Board may invite non-voting observers or advisors to attend meetings of the Torngat Wildlife and Plants Co-Management Board in order to provide that member with assistance or advice, and a Party may have non-voting advisors and observers attend meetings of the Torngat Wildlife and Plants Co-Management Board.
- 12.8.17 The Torngat Wildlife and Plants Co-Management Board may pay the costs of an individual referred to in section 12.8.15 and the costs of each non-voting advisor or observer referred to in section 12.8.16 shall be paid by the inviting member or the Party sending that advisor or observer.
- 12.8.18 The Torngat Wildlife and Plants Co-Management Board shall submit an annual budget to the Parties for review and approval.
- 12.8.19 The Parties shall negotiate the funding of the operations of the Torngat Wildlife and Plants Co-Management Board as part of the Implementation Plan.
- 12.8.20 The Torngat Wildlife and Plants Co-Management Board shall conduct its business in Inuktitut and in one of Canada's official languages but the Nunatsiavut Government may, from time to time, waive the requirement that business be conducted in Inuktitut.
- 12.8.21 Inuit may use Inuktitut in all their dealings with the Torngat Wildlife and Plants Co-Management Board.
- 12.8.22 All resolutions, decisions, rules, recommendations and advice of the Torngat Wildlife and Plants Co-Management Board shall be made available in Inuktitut.
- 12.8.23 The obligations of the Torngat Wildlife and Plants Co-Management Board under sections 12.8.20, 12.8.21 and 12.8.22 may be met through interpretation and translation.
- 12.8.24 Communication from the Torngat Wildlife and Plants Co-Management Board:
- (a) to Canada shall be in one of Canada's official languages;
 - (b) to the Province shall be in English; and
 - (c) to the Nunatsiavut Government shall be in English and, at the request of the Nunatsiavut Government, in Inuktitut.

12.8.25 The Torngat Wildlife and Plants Co-Management Board may make rules respecting the management of its internal affairs and the conduct of its business.

Part 12.9 Powers and Responsibilities of the Torngat Wildlife and Plants Co-Management Board

12.9.1 Subject to the Agreement, the Torngat Wildlife and Plants Co-Management Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:

- (a) subject to section 12.9.4, to establish, when necessary, Total Allowable Harvests for Non-Migratory Species of Wildlife and for Plants and to modify or eliminate those Total Allowable Harvests;
- (b) to recommend to the Minister, Conservation and management measures for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including:
 - (i) Total Allowable Harvests for caribou and migratory game birds as defined in the *Migratory Birds Convention Act, 1994*;
 - (ii) the allocations under sections 12.4.17, 12.4.20 and 12.4.21;
 - (iii) Harvesting restrictions;
 - (iv) the establishment of new Commercial Wildlife Operations and measures respecting the commercial exploitation of Wildlife, including commercial Harvesting of Furbearers, the issuance of licences to Harvest Furbearers and the non-consumptive uses of Wildlife for commercial purposes;
 - (v) research respecting the Conservation and management of Wildlife, Plants and Habitat;
 - (vi) the establishment of Protected Areas for Wildlife, Plants and Habitat and the activities that may be carried out in those areas;
 - (vii) the activities that may be carried out in areas of important biological productivity;
 - (viii) matters related to species or populations at risk;
 - (ix) plans for forestation and reforestation and restocking or propagation of Wildlife and Plants;
 - (x) the establishment of new Commercial Plant Operations and measures respecting commercial exploitation of Plants, including

non-consumptive uses of Plants for commercial purposes and measures to manage Commercial Plant Operations;

- (xi) measures to permit and control the use of pesticides, chemicals or methods of biological control in connection with Plants or for purposes of pest and disease control;
 - (xii) measures for forest fire prevention and forest fire fighting and all related matters; and
 - (xiii) the coordination or harmonization of the management of Wildlife, Plants and Habitat;
- (c) subject to chapter 11, to participate in Environmental Assessment processes and to recommend to the Minister and the Nunatsiavut Government measures to monitor impacts of Projects and Undertakings on Wildlife, Plants and Habitat;
 - (d) if approved by the Minister and the Nunatsiavut Government, to implement measures to monitor impacts of Projects and Undertakings on Wildlife, Plants and Habitat; and
 - (e) to recommend to the Minister and the Nunatsiavut Government measures for the timely collection, analysis and sharing of data and information relevant to the implementation of Inuit rights under this chapter and to the Conservation and Sustainable Utilization of Wildlife, Plants and Habitat.

12.9.2 If requested by the Minister, the Torngat Wildlife and Plants Co-Management Board may make recommendations with respect to the coordination or harmonization of measures for the management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area and areas outside the Labrador Inuit Settlement Area.

12.9.3 The Torngat Wildlife and Plants Co-Management Board may, within its budget:

- (a) provide advice to Ministers and the Nunatsiavut Government on matters related to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including advice on:
 - (i) Mitigation measures and compensation to be required from Developers whose Development activities result in damage to or loss of Wildlife, Plants or Habitat; and
 - (ii) education and information respecting Wildlife, Plants and Habitat and the training of Inuit for Wildlife and Plant Conservation, management and research;

- (b) develop and undertake public education and promote public awareness with respect to Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;
- (c) develop plans for the training and employment of Inuit in the Conservation of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;
- (d) at the request of the Minister or the Nunatsiavut Government, whichever has jurisdiction in the particular case, and subject to funding specifically provided by the Party making the request, develop and undertake research activities related to Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area;
- (e) seek the views and advice of the public on matters related to its powers and functions under this chapter in a manner that avoids duplication of similar activities by the Governments and their agencies;
- (f) provide advice to the Minister regarding the integration into decision-making about Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area of relevant, accessible, Inuit traditional knowledge; and
- (g) exercise any other powers and perform any other functions delegated to it by agreement of the Parties.

12.9.4 A decision of the Torngat Wildlife and Plants Co-Management Board establishing a Total Allowable Harvest under subsection 12.9.1(a) shall be communicated forthwith to the Minister and may be disallowed or varied by the Minister.

12.9.5 If the Minister disallows or varies a decision of the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(a), the Minister shall give the Board the reasons, in writing, for the disallowance or variance of its decision.

12.9.6 A recommendation made by the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(b) or section 12.9.2 must be in writing.

12.9.7 The Minister shall:

- (a) approve the recommendation under subsection 12.9.1 (b) or section 12.9.2 and notify the Torngat Wildlife and Plants Co-Management Board in writing; or
- (b) reject, vary or replace the recommendation and give the Board the reasons, in writing, for the rejection, variance or replacement of its recommendation.

12.9.8 The Torngat Wildlife and Plants Co-Management Board shall not make public a decision under subsection 12.9.1(a) or a recommendation under subsection 12.9.1(b) or section 12.9.2 until after it has been dealt with by the Minister under section 12.9.4 or 12.9.7, as the case may be.

- 12.9.9 For emergency purposes related to Conservation, public health or public safety, the Minister may make and implement any interim decision with respect to a matter over which the Torngat Wildlife and Plants Co-Management Board has a power or function under section 12.9.1 or 12.9.2 before having received its decision or recommendation under section 12.9.1 or 12.9.2, but the Minister shall inform the Torngat Wildlife and Plants Co-Management Board and the other two Governments of the action within seven clear days from the date of the decision and as soon as practicable thereafter seek the advice of the Torngat Wildlife and Plants Co-Management Board before making a final decision.
- 12.9.10 If the Torngat Wildlife and Plants Co-Management Board intends to establish or vary a Total Allowable Harvest for a species or population of Wildlife or Plant under subsection 12.9.1(a) it shall, prior to establishing the Total Allowable Harvest, Consult the Nunatsiavut Government.
- 12.9.11 If the Minister intends to allow the importation or transplantation of a species or population of Wildlife or Plant that is not indigenous to the Labrador Inuit Settlement Area, the Minister shall Consult the Torngat Wildlife and Plants Co-Management Board before making the decision and if the Minister rejects or varies its recommendation or advice, the Minister shall give the Torngat Wildlife and Plants Co-Management Board the reasons for the decision, in writing, if it so requests.
- 12.9.12 The Minister or the Nunatsiavut Government may request advice from the Torngat Wildlife and Plants Co-Management Board on a matter related to Wildlife, Plants or Habitat.
- 12.9.13 In discharging any of its duties or in exercising any of its powers under section 12.9.1 in good faith, the Torngat Wildlife and Plants Co-Management Board is not liable to any Person for any loss or damage howsoever occurring.

Part 12.10 Commercial Harvesting of Wildlife

- 12.10.1 Subject to sections 12.4.17, 12.10.2 and 12.10.3 and subsection 12.7.2(b), Commercial Wildlife Operations existing on the Effective Date are subject to Laws of General Application.
- 12.10.2 The Minister shall not, without the consent of the Nunatsiavut Government, permit the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 that is located in Labrador Inuit Lands to expand beyond the maximum guest capacity or hunting quota that existed on the Effective Date or to change the nature of the operation.
- 12.10.3 If the owner, including any future or subsequent owner, of a Commercial Wildlife Operation existing on the Effective Date intends to sell or transfer the operation after the Effective Date, the Nunatsiavut Government shall have a right of first refusal to acquire the operation.

- 12.10.4 The exercise of the right of first refusal referred to in section 12.10.3 is governed by schedule 12-B.
- 12.10.5 Section 12.10.3 does not apply to the following:
- (a) a sale or transfer to Persons holding rights or options to purchase on the Effective Date;
 - (b) a renewal of the lease or permit and a renewal of an outfitting licence;
 - (c) an incorporation of the operation or a corporate reorganization that does not, directly or indirectly, affect the ownership of the operation or constitute a sale or transfer of all or part of the operation; or
 - (d) a sale or transfer to a member of the owner's Immediate Family who is eligible to continue the operation under Laws of General Application.
- 12.10.6 If the Nunatsiavut Government does not exercise its right of first refusal under section 12.10.3, the owner of the Commercial Wildlife Operation shall be free to sell or transfer the operation to another Person on condition that any terms and conditions that the owner offers to or is willing to accept from another Person shall not be more favourable than any terms and conditions that the owner offered to the Nunatsiavut Government.
- 12.10.7 The Nunatsiavut Government shall not deny or unreasonably restrict access to Labrador Inuit Lands by Commercial Wildlife Operations existing in Labrador Inuit Lands on the Effective Date.
- 12.10.8 A Dispute under section 12.10.7 between the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 and the Nunatsiavut Government shall be referred to dispute resolution under chapter 21.
- 12.10.9 Subject to section 12.10.1 the Nunatsiavut Government has the exclusive right to authorize Commercial Wildlife Operations in Labrador Inuit Lands and, notwithstanding any other provision of the Agreement, with respect to Inuit rights under sections 12.3.6 and 12.3.7. Nothing in this section confers any authority on the Nunatsiavut Government with respect to renewals of authorizations that may be required by Commercial Wildlife Operations referred to in section 12.10.1.
- 12.10.10 Subject to this chapter, all Commercial Wildlife Operations authorized in Labrador Inuit Lands after the Effective Date shall be subject to Inuit Laws.
- 12.10.11 The Minister shall Consult the Nunatsiavut Government before authorizing the establishment of a Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.

- 12.10.12 Except as otherwise provided in this chapter, all Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall be subject to Laws of General Application and the Agreement.
- 12.10.13 Licences or permits for the establishment of Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands issued after the Effective Date shall be issued by the Minister preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(iv), to applications for such licences or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit and other individuals resident in the Labrador Inuit Settlement Area.
- 12.10.14 The Nunatsiavut Government has a right of first refusal to establish Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.
- 12.10.15 The exercise of the right of first refusal referred to in section 12.10.14 is governed by schedule 12-C.
- 12.10.16 Notwithstanding section 12.10.14, an Inuit Business has the same right as any other Person to apply to establish a Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.
- 12.10.17 If the Nunatsiavut Government does not exercise its right of first refusal referred to in section 12.10.14, or if the right of first refusal is exercised but the Nunatsiavut Government fails, without just cause, to establish a new Commercial Wildlife Operation within two years of notifying the Minister of its intention to exercise the right of first refusal pursuant to paragraph 3 of schedule 12-C, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish a new Commercial Wildlife Operation may then be made available in accordance with paragraph 9 of schedule 12-C.
- 12.10.18 Commercial Wildlife Operations shall hire Qualified Inuit Guides subject to sections 12.10.19 and 12.10.20.
- 12.10.19 Guiding staff employed by Commercial Wildlife Operations on the Effective Date may continue their employment notwithstanding any temporary or seasonal layoff.
- 12.10.20 The requirements of section 12.10.18 shall be waived by the Nunatsiavut Government if no Qualified Inuit Guide is available.
- 12.10.21 An individual who hunts or fishes at or from a Commercial Wildlife Operation and who kills Wildlife or Fish in the Labrador Inuit Settlement Area shall give to his or her Qualified Inuit Guide all parts of any Wildlife or Fish that are not retained by the individual.

- 12.10.22 Except as provided in section 12.10.23 no Person may obtain a licence to Harvest Furbearers in the Labrador Inuit Settlement Area for commercial purposes unless that Person is:
- (a) an Inuk;
 - (b) an individual resident in the Labrador Inuit Settlement Area who holds a commercial trapping licence on the Effective Date;
 - (c) an individual resident in Labrador who held a commercial trapping licence on June 25, 2001 and who traditionally trapped in the Labrador Inuit Settlement Area; or
 - (d) an individual other than an Inuk having rights to Harvest Furbearers for commercial purposes in the Labrador Inuit Settlement Area under a land claims agreement.

A Person referred to in subsection (b) or (c) may Harvest Furbearers in Labrador Inuit Lands without the consent of the Nunatsiavut Government and without payment of any fee, charge or rent for access to Labrador Inuit Lands.

- 12.10.23 The Minister may issue a licence to Harvest Furbearers to an individual other than one referred to in subsection 12.10.22(a), 12.10.22(b) or 12.10.22(c) if the Torngat Wildlife and Plants Co-Management Board has recommended the issuance of licences in addition to those referred to in section 12.10.22 but an individual issued a licence under this section requires the consent of the Nunatsiavut Government to enter Labrador Inuit Lands and must pay an applicable fee, charge or rent for access to Labrador Inuit Lands.

- 12.10.24 Commercial trapping licences shall be issued under federal and Provincial Laws and may be renewed annually but may not be assigned or transferred.

- 12.10.25 The marketing, transportation and exportation of furs commercially Harvested in the Labrador Inuit Settlement Area shall be governed by federal and Provincial Laws.

Part 12.11 Inuit Rights to Plants

- 12.11.1 Except as provided in sections 12.11.2 and 12.12.5, the Inuit Domestic Harvest with respect to Plants shall not:
- (a) be construed to grant Inuit commercial rights to Plants in the Labrador Inuit Settlement Area outside Labrador Inuit Lands;
 - (b) prevent a Person from cutting trees in the Labrador Inuit Settlement Area, outside Labrador Inuit Lands, in accordance with federal or Provincial Laws; or

- (c) entitle Inuit to any compensation for damage to or loss of Plants or Plant Harvesting opportunities in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.11.2 If any Legislation restricts the Harvesting of a species or population of Plant in the Labrador Inuit Settlement Area, the Inuit Harvest Level for that Plant shall constitute a first priority right to that Plant in the Labrador Inuit Settlement Area.

12.11.3 When recommending the terms and conditions applicable to the Harvesting of Plants allocated for commercial purposes on lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, other than lands held in freehold, the Tornqat Wildlife and Plants Co-Management Board shall recommend terms and conditions respecting the establishment of employment and training opportunities for Inuit.

Part 12.12 Commercial Harvesting of Plants

12.12.1 Subject to section 12.12.2, the Nunatsiavut Government has the exclusive authority to establish, impose and collect fees, charges, rents and royalties for commercial Harvesting of Plants in Labrador Inuit Lands.

12.12.2 Notwithstanding sections 4.4.1, 12.7.1 and 12.12.1, timber leases, licences or permits existing in Labrador Inuit Lands on the Effective Date, and any renewals thereof, continue in effect in accordance with their terms under Laws of General Application, but the right to receive revenues from those leases, licences or permits shall be assigned by the Province to the Nunatsiavut Government.

12.12.3 Commercial Plant Operations existing in the Labrador Inuit Settlement Area outside Labrador Inuit Lands on the Effective Date are subject to Laws of General Application.

12.12.4 The Minister shall Consult the Nunatsiavut Government before authorizing a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands other than one referred to in section 12.12.3 and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.

12.12.5 The Nunatsiavut Government has a right of first refusal to establish a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.12.6 The exercise of the right of first refusal referred to in section 12.12.5 is governed by schedule 12-C.

12.12.7 If the Nunatsiavut Government does not exercise its right of first refusal under section 12.12.5, or if the right of first refusal is exercised but the Nunatsiavut Government fails, without just cause, to establish a new Commercial Plant Operation within one year of notifying the Minister of its intention to exercise the

right of first refusal pursuant to paragraph 3 of schedule 12-C, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish a new Commercial Plant Operation may then be made available in accordance with paragraph 9 of schedule 12-C.

- 12.12.8 Licences, leases or permits for the establishment of Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands after the Effective Date shall be issued preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(x), to applications for such licences, leases or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit.
- 12.12.9 Notwithstanding section 12.12.5, an Inuit Business has the same right as any other Person to apply to establish a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

Part 12.13 Access

- 12.13.1 Subject to sections 12.13.3 and 12.13.4, and for purposes of the Inuit Domestic Harvest, Inuit and their transferees under sections 12.3.15 and 12.3.17 have a free and unrestricted right of access to all lands, Waters and Tidal Waters within the Labrador Inuit Settlement Area outside Labrador Inuit Lands, including National Parks, National Parks Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves, Marine Protected Areas, Protected Areas, lands vested in municipal corporations, Community Lands and lands belonging to the Crown or over which Canada or the Province has a power of disposal. This access shall not interfere with other authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.
- 12.13.2 The right of access referred to in section 12.13.1 includes the right to establish temporary camps and to light fires necessary for or incidental to Harvesting.
- 12.13.3 The right of access referred to in section 12.13.1 is subject to:
- (a) Laws of General Application enacted for purposes of Conservation, public health or public safety; and
 - (b) in the case of a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve, Marine Protected Area or Protected Area, any agreement between Inuit affected and the management agency of the National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve, Marine Protected Area or Protected Area.
- 12.13.4 The right of access referred to in section 12.13.1 shall not extend:

- (a) to lands dedicated to military or national security purposes or being temporarily used by Canadian Forces for those purposes under the *National Defence Act*;
- (b) to lands owned in freehold, other than Community Lands or land owned in freehold by municipal corporations;
- (c) with respect to hunting or trapping, to any place within a radius of one kilometre of any building, structure, or other facility on lands under a surface lease and with respect to the Harvesting of Plants, within a radius of 50 metres (164 feet) of any building, structure or other facility on lands under a surface lease; and
- (d) with respect to Harvesting of Plants, within a cutting block or on lands actually being Harvested under a Crown lease, permit, timber licence or timber cutting permit.

12.13.5 All surface leases granted in the Labrador Inuit Settlement Area after the Effective Date and all renewals of surface leases that take place subsequent to the Effective Date and all leases transferred or assigned subsequent to the Effective Date shall, where the Crown is the lessor, contain a condition to the following effect:

"This lease is subject to the rights of Inuit under their final land claims agreement to enter onto land in the Labrador Inuit Settlement Area for purposes of hunting, fishing, trapping and gathering, and the provisions of the Labrador Inuit final land claims agreement relating to such right of access shall form a part of this lease as if contained herein".

12.13.6 A Non-Beneficiary who holds a Surface Interest in Labrador Inuit Lands on the Effective Date whose name is enumerated on schedule 12-D and the Immediate Family of such Non-Beneficiary may Harvest Wildlife and Plants in Labrador Inuit Lands for personal, non-commercial use, subject to:

- (a) section 12.13.7;
- (b) Laws of General Application; and
- (c) any restrictions established under an Inuit Law under section 12.7.2 or 9.4.4.

12.13.7 Access to Labrador Inuit Lands by a Non-Beneficiary referred to in section 12.13.6 shall be restricted to those areas which the Non-Beneficiary can demonstrate to the satisfaction of the Nunatsiavut Government have been traditionally used and are currently used for personal, non-commercial Harvesting and such access is further subject to:

- (a) sections 4.15.3, 4.15.4, 4.15.7, 4.15.8, 4.15.9, 4.15.11 and 4.15.12; and

- (b) any restrictions established under an Inuit Law under section 12.7.2 or 9.4.4.

If the Non-Beneficiary disagrees with the Nunatsiavut Government's determination of the areas of traditional and current use, the Non-Beneficiary may submit the matter to arbitration under chapter 21.

12.13.8 The rights established under sections 12.13.6 and 12.13.7 are personal to the individuals enumerated on schedule 12-D and are non-transferable but shall continue for the term of the Surface Interest and any renewal thereof. For greater certainty, sections 12.13.6 and 12.13.7 are not intended to create, and shall not be construed so as to create, an interest in land or an amendment of the terms and conditions of the Surface Interest.

12.13.9 Without the consent of the Nunatsiavut Government and without payment of a fee a Non-Beneficiary resident of Labrador may have access to a 30-metre (100-foot) strip of Labrador Inuit Lands bounding Tidal Waters for purposes of establishing a temporary camp while Harvesting in Tidal Waters outside Labrador Inuit Lands for personal, non-commercial use under Laws of General Application. An individual who exercises access to Labrador Inuit Lands under this section:

- (a) may cut firewood for purposes of camping subject to Inuit Laws made pursuant to section 12.7.2 or 9.4.4; and
- (b) is subject to sections 4.15.3, 4.15.4, 4.15.7, 4.15.8, 4.15.9, 4.15.11 and 4.15.12.

For purposes of this section, any structure other than a tent shall be absolutely deemed to be permanent.

12.13.10 Subject to any overlap agreement between Inuit and another aboriginal people, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area may Harvest Wildlife, other than Migratory Birds, and Plants in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to schedule 12-F. Notwithstanding any other provision of the Agreement, this section and schedule 12-F shall not create, confer or establish or be construed as creating, conferring or establishing treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

12.13.11 If an Inuit Harvest Level is established in relation to a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area, any quantity of that species or population of Wildlife or Plant that may be Harvested under schedule 12-F shall be part of the Inuit Harvest Level.

12.13.12 Harvesting under section 12.13.10 shall not be carried out when the Inuit Harvest Level for a species or population of Wildlife, other than Migratory Birds, or Plant is greater than the Total Allowable Harvest for that species or population of Wildlife, other than Migratory Birds, or Plant in the Labrador Inuit Settlement Area.

- 12.13.13 For nine years immediately following the Effective Date, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall be entitled, subject to section 12.13.14, to Harvest Migratory Birds in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) and in so Harvesting, be otherwise subject to the Agreement as if they were Harvesting in the Labrador Inuit Settlement Area.
- 12.13.14 Harvesting under section 12.13.13 shall not be carried out:
- (a) in freehold or fee simple lands without the consent of the owner;
 - (b) in lands that are subject to a Surface Interest, without the consent of the interest holder; or
 - (c) when the Inuit Harvest Level is greater than the Total Allowable Harvest for Migratory Birds in the Labrador Inuit Settlement Area.

Part 12.14 Interjurisdictional Matters

- 12.14.1 Any Legislation implementing an International Agreement that relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada.
- 12.14.2 Subject to section 12.14.1, Harvesting in the Labrador Inuit Settlement Area shall be subject to Legislation implementing those terms of an International Agreement that were in effect on the Effective Date.
- 12.14.3 Canada shall include Inuit representation, nominated by the Nunatsiavut Government, in discussions leading to the formulation of Canada's position in relation to any International Agreement or an amendment thereto relating to Inuit rights referred to in this chapter and the discussions shall extend beyond those generally available to non-governmental organizations.
- 12.14.4 Any Legislation implementing a Domestic Interjurisdictional Agreement that relates to a matter dealt with in this chapter and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada affected by the Domestic Interjurisdictional Agreement.
- 12.14.5 The Province shall seek the advice of the Nunatsiavut Government prior to the preparation of any Legislation that relates to this chapter and is intended to effect the implementation of a Domestic Interjurisdictional Agreement.
- 12.14.6 When Canada or the Province negotiates a Domestic Interjurisdictional Agreement or an amendment to a Domestic Interjurisdictional Agreement existing on the Effective Date that might affect Wildlife, Plants or Habitat in the Labrador Inuit

Settlement Area, the Nunatsiavut Government shall have a role in the negotiations commensurate with its status, functions and responsibilities.

Schedule 12-A: Oath of Office of Torngat Wildlife and Plants Co-Management Board Members (subsection 12.8.5(c))

I, _____ do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly and to the best of my judgement, skill and ability, execute and perform the duties required of me as a member of the Torngat Wildlife and Plants Co-Management Board. (So help me God.)

_____)	
(Officer Administering Oath))	
_____)	_____)
(Date))	(Signature of Member)

Schedule 12-B: Inuit Right of First Refusal Regarding Existing Commercial Wildlife Operations (section 12.10.4)

1. The owner, including any future or subsequent owner, (herein "Owner") of an existing Commercial Wildlife Operation (herein "Operation") who intends to sell or transfer the Operation after the Effective Date shall notify the Nunatsiavut Government and the Province in writing of the intended sale or transfer and the Nunatsiavut Government shall have the right to purchase the Operation for Market Value in accordance with this schedule and the Agreement.
2. For purposes of this schedule, "Market Value" means the amount that could reasonably be expected to be realized on the open market on a sale of the Operation as between a willing vendor and a willing purchaser with the benefit of the governmental consents and permits required under federal or Provincial Laws for continuation of the Operation.
3. The right referred to in paragraph 1 shall be exercisable by notice in writing from the Nunatsiavut Government to the Owner at any time within 45 clear days from receipt of the notice referred to in paragraph 1.
4. The Owner and the Nunatsiavut Government shall enter into an Agreement of Purchase and Sale (herein "Agreement of Purchase and Sale"), that shall:
 - (a) set out the Market Value of the Operation;
 - (b) establish the date for completion of the sale or transfer which date shall be within 120 clear days from the date on which the Nunatsiavut Government receives all necessary Government consents and permits, including approval of its business plan, or any longer period agreed to by the Owner and the Nunatsiavut Government;
 - (c) require that the Operation shall be sold with vacant possession;
 - (d) allow the Nunatsiavut Government at least 30 clear days to raise any requisition or objection to the title of the Owner; and
 - (e) contain any other terms and conditions as are deemed necessary and advisable for the sale or transfer of the Operation to the Nunatsiavut Government.
5. The Operation shall be sold subject to and with the benefit of the covenants, rights, easements and other matters that are for the benefit of the Operation, but otherwise free from encumbrances.
6. The Agreement of Purchase and Sale may be assigned by the Nunatsiavut Government to an Inuit Business.

7. If the Owner and the Nunatsiavut Government cannot agree on the Market Value or any other matter that is necessary or advisable for completion of the Agreement of Purchase and Sale, the matter in dispute shall be determined by arbitration under chapter 21.
8. If the Market Value is determined by arbitration, the Nunatsiavut Government may, within 15 clear days from the date of the determination, serve written notice on the Owner that it is ending its exercise of the right referred to in paragraph 1 or is ending any contract then subsisting in connection with the purchase and sale of the Operation without any further obligation.
9. If the Nunatsiavut Government gives notice under paragraph 8 or if the Agreement of Purchase and Sale is not completed by the Nunatsiavut Government in accordance with its terms and this schedule, the Owner may deal with or dispose of the Operation free of the rights of the Nunatsiavut Government, subject to paragraphs 10 and 11.
10. If, after an event referred to in paragraph 9, the Owner concludes an agreement to sell the Operation to a third party, the agreement shall be made subject to paragraph 11 and the Owner shall give the Nunatsiavut Government written notice of the agreement.
11. If the Owner intends to dispose of the Operation for an amount less than the Market Value set out in the Agreement of Purchase and Sale or less than the value established by arbitration or on other terms and conditions more favourable than those offered to the Nunatsiavut Government, the Nunatsiavut Government shall have a right of preemption, exercisable on 30 clear days written notice, to purchase the Operation at the same price and on the same terms and conditions as the Owner is willing to sell or transfer the Operation to the third party.

Schedule 12-C: Right of First Refusal for Commercial Wildlife Operations and Commercial Plant Operations (sections 12.10.15, 12.10.17, 12.12.6 and 12.12.7)

1. Any Person other than an Inuit Business who intends to establish a Commercial Wildlife Operation or Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall forward a letter of intent to the Province.
2. Within 30 clear days from receipt of a letter of intent referred to in paragraph 1, the Province shall notify the Nunatsiavut Government.
3. The Nunatsiavut Government shall have 90 clear days from receipt of the notice under paragraph 2 to notify the Province in writing whether or not it intends to exercise the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be.
4. If the Nunatsiavut Government does not exercise the right of first refusal within the time set out in paragraph 3, the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be, shall lapse.
5. The Province shall, within 21 clear days from the receipt of notice from the Nunatsiavut Government that it intends to exercise the right of first refusal, notify the original applicant for a Commercial Wildlife Operation or Commercial Plant Operation of the Nunatsiavut Government's decision.
6. The Nunatsiavut Government shall have 120 clear days from the date it gives the notice referred to in paragraph 3 within which to complete any required community consultations, identify an operator if the operator will not be the Nunatsiavut Government (herein "Designated Operator"), and to register a site specific proposal with the Province.
7. The Province shall have 60 clear days to approve the proposal referred to in paragraph 6, with or without conditions, or to reject the proposal.
8. If the proposal referred to in paragraph 6 is approved, the Nunatsiavut Government or Designated Operator must make every attempt to establish the proposed Commercial Wildlife Operation or Commercial Plant Operation within two years from the notice referred to in paragraph 3 in respect of a Commercial Wildlife Operation and within one year from the notice referred to in paragraph 3 in respect of a Commercial Plant Operation, and if the Nunatsiavut Government or Designated Operator fails, without just cause, to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, within that time, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed.
9. If the Minister declares that the right of first refusal of the Nunatsiavut Government has lapsed or that the proposal of the Nunatsiavut Government referred to in paragraph 6 has been finally rejected, the opportunity to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, may then

be made available to the original applicant or other third party and the Nunatsiavut Government shall not have a further right of first refusal in relation to the application, except at the discretion of the Minister.

10. The Minister may extend any time period set out in this schedule when requested by the Nunatsiavut Government.

Schedule 12-D: List of Non-Beneficiaries (sections 12.13.6 and 12.13.8)

Surface Interest Holder	Interest Number
Alfred Decker	72032
Dean B. Coombs	106084
Gladys L. Roberts	73074
Henry J. Shouse	61621
John C. Chiasson	78337
Joseph Arseneault	61964
Raymond Bennett	78401
Roger W. Pike	61039
Samuel E. Propsom	115742
Tom Goodwin	72709




Note: This schedule is provisional only and shall be revised and finalized prior to the Effective Date.

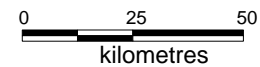
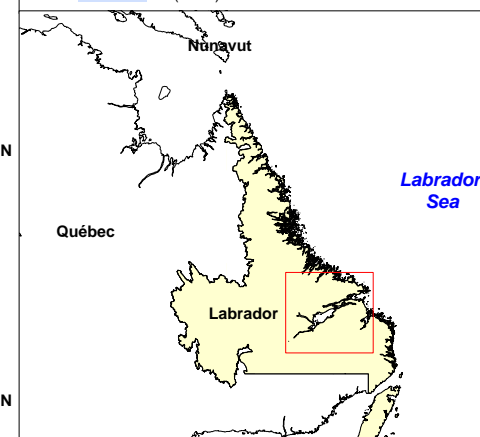
Labrador Inuit Land Claims Agreement

Schedule 12-E Areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply.

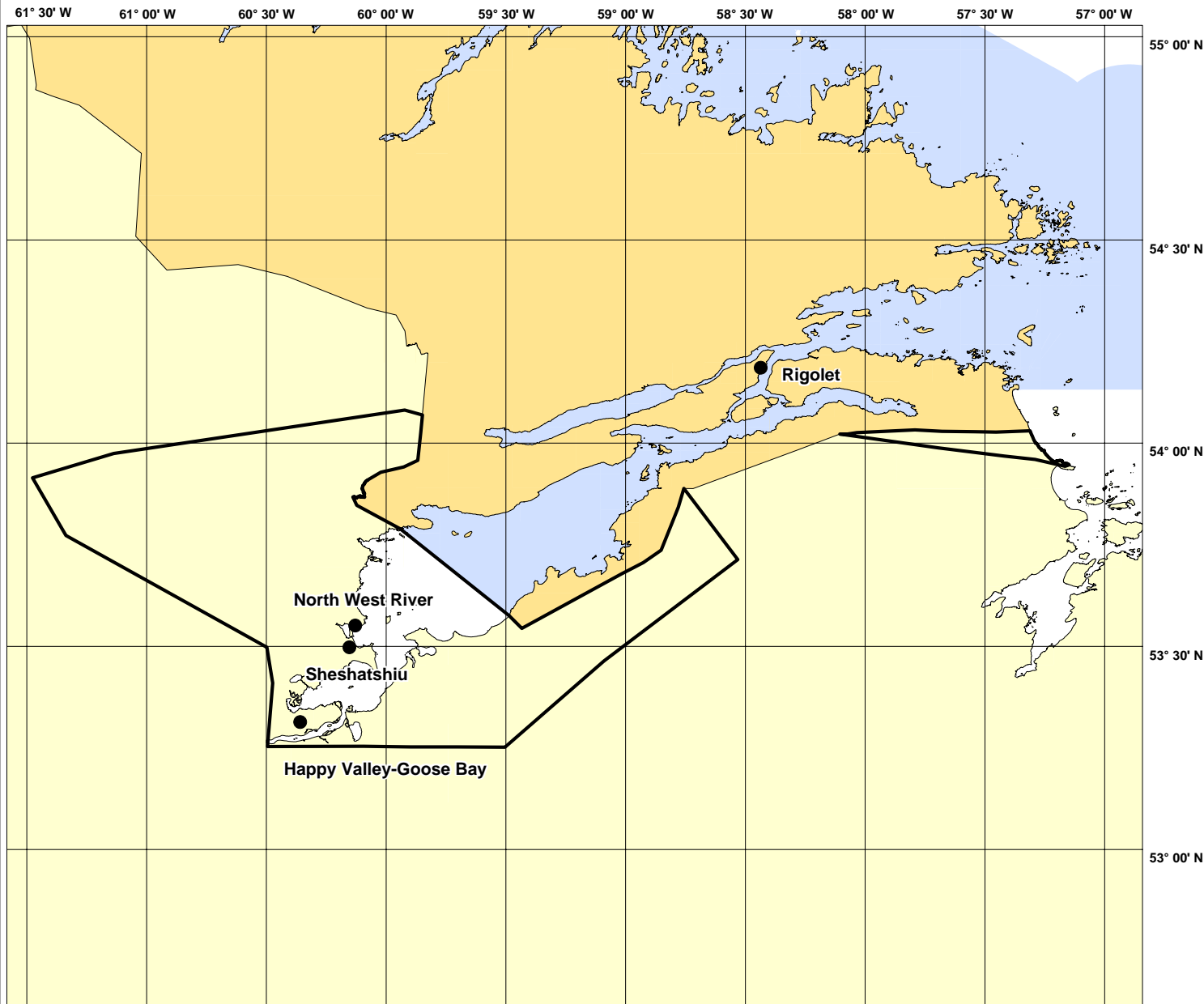
This is not an authoritative map of the areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply and has been prepared for illustrative purposes only. The authoritative maps of the areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply are contained in the Map Atlas.

legend

-  areas outside the Labrador Inuit Settlement Area where Inuit rights under sections 12.13.10 and 12.13.13 apply.
-  Labrador Inuit settlement Area (land and Waters)
-  Labrador Inuit Settlement Area (Zone)



scale
1 : 1,675,000



Schedule 12-F: Measures Under Provincial Law to Permit Harvesting Outside the Labrador Inuit Settlement Area by Inuit Ordinarily Resident in Labrador Outside the Labrador Inuit Settlement Area (sections 12.13.10 and 12.13.11)

1. This schedule shall be implemented by orders or regulations made from time to time under Provincial Law.
2. In this schedule:

"Communal Inuit Licence" means a licence to Harvest Wildlife or Plants referred to in paragraph 9; and

"Special Inuit Licence" means a licence to Harvest Wildlife or Plants referred to in paragraph 3.
3. Inuit who are ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall, subject to any applicable Communal Inuit Licence, be issued licences to Harvest Wildlife or Plants for Subsistence purposes that they cannot otherwise acquire under the Agreement, free of charge.
4. The issuance of licences under this schedule is subject to Laws of General Application respecting Conservation, public health and public safety.
5. The holder of a Special Inuit Licence shall be permitted to take Wildlife or Plants specified in the licence in any area, zone or portion of an area or zone in that part of Labrador outside the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) that is open under Provincial Law.
6. Subject to paragraphs 3, 4 and 5, the Minister may, after Consulting the Torngat Wildlife and Plants Co-Management Board, set any other conditions and limits in Special Inuit Licences as may, in the opinion of the Minister, be necessary to provide Subsistence opportunities to licence holders, subject to the requirements of Conservation, public health and public safety.
7. Notwithstanding any other provision of this schedule, the Minister retains the jurisdiction to determine bag limits and other Harvesting limits with respect to Harvesting under this schedule.
8. Bag or other Harvesting limits for holders of Special Inuit Licences shall, subject to any applicable Communal Inuit Licence, not be less than limits for ordinary or regular licences.
9. The Minister may, after Consulting the Torngat Wildlife and Plants Co-Management Board, if the Minister deems it necessary for purposes of providing Subsistence opportunities for Inuit or for purposes of Conservation or the better management or administration of Wildlife or Plants, issue a communal licence to the Nunatsiavut Government to enable Inuit who are ordinarily resident in

Labrador outside the Labrador Inuit Settlement Area to Harvest a species or population of Wildlife or Plant and carry on related activities in the areas set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to limits and conditions set out in the communal licence.

10. Without restricting the generality of paragraph 9, a Communal Inuit Licence may specify any condition respecting any of the following matters:
 - (a) the species or population and quantities of Wildlife or Plants that are permitted to be Harvested or transported;
 - (b) the dates, times and places where Wildlife or Plants may be Harvested or transported;
 - (c) the method by which the Nunatsiavut Government may designate individuals, vehicles or vessels that may participate in the Harvesting or transportation of Wildlife or Plants;
 - (d) the documents that constitute proof of designation to Harvest or transport Wildlife or Plants under the Communal Inuit Licence;
 - (e) the maximum number of individuals, vehicles or vessels that may be designated to carry on Harvesting or related activities under the Communal Inuit Licence;
 - (f) the equipment, gear and vehicles or vessels that may be used;
 - (g) the disposition of Wildlife or Plants Harvested under authority of the Communal Inuit Licence; and
 - (h) information to be reported with respect to Harvesting under the Communal Inuit Licence and the methods, places and times for the reporting of that information.
11. If there is an inconsistency between the conditions of a Special Inuit Licence or a Communal Inuit Licence and any order or regulation, the conditions of the Special Inuit Licence or Communal Inuit Licence prevail to the extent of the inconsistency.
12. No individual carrying on Harvesting or any related activity under the authority of a Special Inuit Licence or a Communal Inuit Licence shall contravene or fail to comply with any condition of the licence.
13. The holder of a Special Inuit Licence may designate another Inuk to use that licence on condition that the Inuk so designated:
 - (a) holds or is entitled to hold a Special Inuit Licence; and
 - (b) is in possession of the licence while Harvesting.

14. No Person other than an individual designated by the Nunatsiavut Government may Harvest under the authority of a Communal Inuit Licence.
15. The Minister shall Consult the Nunatsiavut Government about Legislation proposed for the implementation of this schedule and about any amendment to that Legislation.