

Chapter 2: General Provisions

Part 2.1 Status of Agreement

2.1.1 The Agreement is a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Part 2.2 Coming into Effect

2.2.1 The Agreement comes into effect upon its ratification by all Parties as set out in chapter 22.

2.2.2 On the Effective Date, the Nunatsiavut Government becomes the successor of Labrador Inuit Association for purposes of the Agreement.

Part 2.3 Identity as Aboriginal People

2.3.1 Nothing in the Agreement shall be construed so as to deny that:

- (a) Inuit are an aboriginal people of Canada; or
- (b) Inuit are "Indians" within the meaning of section 91(24) of the *Constitution Act, 1867*.

Part 2.4 Inuit Culture and Language

2.4.1 The right of Inuit to practice Inuit culture and to use Inuktitut shall be exercised in a manner consistent with the Agreement.

Part 2.5 Constitutional Division of Powers

2.5.1 The Agreement does not affect the constitutional distribution of powers between Canada and the Province and does not transfer any powers between Canada and the Province.

Part 2.6 Right to Benefit from Programs

- 2.6.1 Nothing in the Agreement affects the ability of Inuit to participate in or benefit from Provincial or federal programs of general application or federal programs for aboriginal people except as otherwise specifically agreed by the Nunatsiavut Government under a Fiscal Financing Agreement. Participation in or benefits from those programs shall be determined by general criteria for those programs established from time to time.
- 2.6.2 Prior to any transfer to the Province of any federal program for Inuit, Canada shall Consult the Nunatsiavut Government.

Part 2.7 Right to Benefit from Existing or Future Constitutional Rights

- 2.7.1 Subject to part 2.11, nothing in the Agreement affects the ability of Inuit to participate in or benefit from any existing or future constitutional rights for aboriginal peoples of Canada that may be applicable to them.

Part 2.8 Rights as Citizens of Canada

- 2.8.1 Nothing in the Agreement affects the rights of Inuit as Canadian citizens.

Part 2.9 Status of Lands

- 2.9.1 Labrador Inuit Lands are not "Lands reserved for the Indians" within the meaning of section 91(24) of the *Constitution Act, 1867*.

Part 2.10 Other Aboriginal Peoples of Canada

- 2.10.1 Nothing in the Agreement shall be construed to affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any aboriginal peoples of Canada other than Inuit.
- 2.10.2 If a court of last resort determines that section 2.10.1 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective because such provision would otherwise affect rights under section 35 of the *Constitution Act, 1982* of any aboriginal peoples of Canada other than Inuit, the Parties shall amend the Agreement so as to remedy or replace such provision.
- 2.10.3 If Canada or the Province enters into a land claims agreement with any aboriginal people of Canada other than Inuit and such land claims agreement adversely affects Inuit rights as set out in the Agreement, Canada and the Province shall, at the request of the Nunatsiavut Government, negotiate an amendment to the Agreement to provide Inuit with additional or replacement rights or other appropriate remedies

and if the Parties fail to reach agreement on such amendment within 90 clear days from the commencement of negotiations, any Party may refer the matter to arbitration under chapter 21.

2.10.4 Provisions in overlap agreements, if any, in respect of any overlapping interests between Inuit and other aboriginal peoples of Canada may, with the agreement of the Parties, be set out in the Agreement.

Part 2.11 Certainty

2.11.1 The Agreement:

- (a) constitutes the full and final settlement of the aboriginal rights of Inuit in Canada; and
- (b) exhaustively sets out the rights in Canada of Inuit that are recognized and affirmed by section 35 of the *Constitution Act, 1982*.

2.11.2 Subject to sections 2.11.3 and 2.11.7, Inuit hereby cede and release to Canada and the Province all the aboriginal rights which Inuit ever had, now have, or may in future claim to have within Canada.

2.11.3 The cession and release in section 2.11.2 does not apply to the aboriginal rights of Inuit in and to Labrador Inuit Lands other than to any aboriginal rights that Inuit ever had, now have, or may in future claim to have in and to Subsurface Resources in Labrador Inuit Lands.

2.11.4 Notwithstanding any common law rule to the contrary, the aboriginal rights of Inuit in and to Labrador Inuit Lands as they existed before the Effective Date, including their attributes and geographic extent, that have not been ceded and released by virtue of section 2.11.3 are, as a result of the Agreement and the Legislation referred to in part 22.8, modified, and continue as modified, as set out in the Agreement.

2.11.5 If, despite the Agreement and the Legislation referred to in part 22.8, it is determined by a court of last resort that Inuit have an aboriginal right in and to Labrador Inuit Lands that is other than, or that is different in attributes or geographical extent from, the rights of Inuit as set out in the Agreement, Inuit, from the Effective Date, cede and release that aboriginal right to Canada and the Province to the extent that the aboriginal right is other than, or different in attributes or geographical extent from, the rights of Inuit as set out in the Agreement.

2.11.6 Inuit release Canada, the Province and all other Persons from all claims, demands, actions or proceedings, of whatever kind, whether known or unknown, that Inuit ever had, now have, or may have in the future, relating to or arising from any act

or omission occurring before the Effective Date that may have affected or infringed any aboriginal rights of Inuit in Canada.

2.11.7 Section 2.11.1, the cession and release in section 2.11.2 and the release in section 2.11.6 do not apply to the aboriginal claims and rights, if any, of Inuit in and to lands and waters within the region identified on the map attached as schedule 2-A.

2.11.8 Section 2.11.7 is without prejudice to, and does not affect the respective legal views of, Inuit or Canada regarding the aboriginal claims and rights, if any, of Inuit in and to lands and waters in the region identified on the map attached as schedule 2-A.

Part 2.12 Indemnity

2.12.1 The Nunatsiavut Government will indemnify and forever save harmless Canada or the Province, as the case may be, from all damages, costs, losses, or liabilities that Canada or the Province, respectively, may suffer or incur in connection with or as a result of any suits, actions, causes of action, claims, proceedings, or demands initiated or made after the Effective Date by Inuit against Canada or the Province relating to or arising from:

- (a) the aboriginal rights ceded and released under section 2.11.2;
- (b) any act or omission by Canada or the Province before the Effective Date that may have affected or infringed any aboriginal right that has not been ceded and released by virtue of section 2.11.3; and
- (c) the existence of an aboriginal right that is determined to be other than or different in attribute or geographical extent from the rights of Inuit as set out in the Agreement.

2.12.2 The costs referred to in section 2.12.1 do not include fees and disbursements of lawyers and other professional advisors.

2.12.3 Canada or the Province, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.12.1 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of the Nunatsiavut Government.

2.12.4 For greater certainty, the right of a Party to be indemnified under section 2.12.1 does not extend to any suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement that relates to or arises from its failure to carry out its obligations under the Agreement.

2.12.5 Canada indemnifies and saves harmless Inuit, the Nunatsiavut Government, and Labrador Inuit Association from any suit, action, claim, demand, proceeding, damage, cost, loss, liability and entitlement, whether known or unknown, that is

initiated, made or incurred after the Effective Date against Inuit, the Nunatsiavut Government or Labrador Inuit Association by any Person other than an Inuk, the Nunatsiavut Government or Labrador Inuit Association that arises from the Harvesting rights of Inuit under chapter 12, for Migratory Birds, and under chapter 13, for Fish and Aquatic Plants, where that suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement relates to the effect of those Inuit rights on any Harvesting rights of the Person initiating, making or incurring the suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement.

- 2.12.6 Inuit, the Nunatsiavut Government and Labrador Inuit Association, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.12.5 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of Canada.

Part 2.13 Invalidity

- 2.13.1 No Party shall challenge, or support a challenge to, the validity of the Agreement or any provision of the Agreement.
- 2.13.2 No Party shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid. Nothing in this section shall be construed so as to prevent a claim or cause of action under part 2.12.
- 2.13.3 If a court of competent jurisdiction finds any provision of the Agreement to be invalid, the Parties shall make best efforts to amend the Agreement or to agree on other measures to remedy the invalidity or replace the invalid provision.

Part 2.14 Litigation

- 2.14.1 Where a Beneficiary has a right of action that relates to or arises from the Agreement, the Designated Inuit Organization may initiate and carry on the action on behalf of that Beneficiary.
- 2.14.2 If in any Legal Proceeding a question is raised respecting the interpretation, validity or application of the Agreement, the Legislation referred to in part 22.8, or federal or Provincial Legislation made for purposes of implementing the Agreement, the question shall not be heard until reasonable prior notice has been given to the Parties.
- 2.14.3 A Party is entitled, as of right, to be heard with respect to a question referred to in section 2.14.2 and shall be considered a party to the Legal Proceeding for the purpose of an appeal from an adjudication as to such question or for the purpose of a judicial review of the Legal Proceeding or an order or decision made in the Legal Proceeding.

Part 2.15 Application of Laws

- 2.15.1 Subject to sections 2.15.2 to 2.15.5, federal and Provincial Laws apply to Inuit, Inuit Government, Labrador Inuit Lands and Community Lands.
- 2.15.2 If there is an inconsistency or a conflict between federal or Provincial Law and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.
- 2.15.3 If there is an inconsistency or a conflict between the Legislation referred to in part 22.8 and any other Law, the Legislation referred to in part 22.8 prevails to the extent of the inconsistency or conflict.
- 2.15.4 Subject to section 2.15.3, if there is an inconsistency or a conflict between federal Legislation made for purposes of implementing the Agreement and any other federal Legislation, the federal Legislation made for purposes of implementing the Agreement prevails to the extent of the inconsistency or conflict.
- 2.15.5 Subject to section 2.15.3, if there is an inconsistency or a conflict between Provincial Legislation made for purposes of implementing the Agreement and any other Provincial Legislation, the Provincial Legislation made for purposes of implementing the Agreement prevails to the extent of the inconsistency or conflict.
- 2.15.6 If there is an inconsistency or a conflict between an Inuit Law or a Bylaw and the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.

Part 2.16 Amending the Agreement

- 2.16.1 Unless otherwise provided in the Agreement, an amendment to the Agreement shall require the consent of the Parties and:
- (a) Canada will give its consent by an order of the Governor in Council;
 - (b) the Province will give its consent by an order of the Lieutenant-Governor in Council; and
 - (c) Inuit will give their consent by a resolution of the Designated Inuit Organization.
- 2.16.2 An amendment to the Agreement takes effect on the date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.

Part 2.17 Entire Agreement

2.17.1 The Agreement is the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Agreement unless otherwise provided in the Agreement.

Part 2.18 Charter of Rights and Freedoms

2.18.1 The *Canadian Charter of Rights and Freedoms* applies to Inuit Government in respect of all matters within its authority.

Part 2.19 Disclosure of Information

2.19.1 No Government is required to disclose any information that it is required or entitled to withhold under any Law relating to access to or privacy of information.

2.19.2 If a Government has a discretion to disclose any information, it shall take the Agreement into account in exercising that discretion.

Part 2.20 Communications

2.20.1 Communications from Inuit Government:

- (a) to Canada, shall be in one of Canada's official languages; and
- (b) to the Province, shall be in English.

2.20.2 Communications from Canada or the Province to Inuit Government shall be in English or at the sole discretion of Canada or the Province, as the case may be, in Inuktitut.

2.20.3 For greater certainty, nothing in section 2.20.2 abrogates or derogates from any right, privilege or obligation with respect to the official languages of Canada that Inuit Government may have under the Constitution of Canada.

2.20.4 Unless otherwise set out in the Agreement, notice between any two Parties or among all Parties under the Agreement must be in writing and be:

- (a) delivered personally or by courier;
- (b) transmitted by fax;
- (c) transmitted by e-mail; or
- (d) mailed by prepaid registered post in Canada.

- 2.20.5 A notice is considered to have been received:
- (a) if delivered personally or by courier on the day it was delivered;
 - (b) if transmitted by fax and the sender receives confirmation of the transmission on the date of receipt;
 - (c) if transmitted by e-mail and the sender received a delivery or a “read” receipt or an e-mail acknowledgment of receipt on the date of receipt; or
 - (d) if mailed by prepaid registered post in Canada, on the day the postal receipt is acknowledged by the addressee.
- 2.20.6 The Parties may agree to give, make or deliver a notice by a means other than one provided in section 2.20.4.
- 2.20.7 The Parties will provide to each other addresses for delivery of communications under the Agreement, and subject to section 2.20.8, will deliver a communication to the address provided by each other Party.
- 2.20.8 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 set out below:

For: Canada
Attention: Minister of Indian Affairs and Northern Development
House of Commons
Confederation Building
Ottawa, Ontario
K1A 0A6
Fax Number: 819-953-4941

For: the Province
Attention: Minister Responsible for Aboriginal Affairs
Department of Labrador and Aboriginal Affairs
P.O. Box 8700
St. John’s, Newfoundland and Labrador
A1B 4J6
Fax Number: 709-729-4900

For: Nunatsiavut Government
Attention: The President
P.O. Box 70
Nain, Newfoundland and Labrador
A0P 1L0
Fax Number: 709-922-2931

2.20.9 A Party may change its address or fax number specified in section 2.20.8 by giving a notice of the change to the other Parties.

Part 2.21 Warranty of Representation

2.21.1 Labrador Inuit Association represents and warrants to Canada and the Province that it represents Inuit.

Part 2.22 Conflict of Laws

2.22.1 Notwithstanding any other provision of the Agreement, if there is a Conflict between a Law of General Application and a valid Inuit Law or a valid Bylaw that has an incidental impact on:

- (a) a matter in respect of which the Nunatsiavut Government or an Inuit Community Government does not have jurisdiction; or
- (b) a matter in respect of which an Inuit Law or a Bylaw does not have paramountcy over federal or Provincial Law,

the Inuit Law or the Bylaw is valid but, with respect to the incidental impact, the Law of General Application prevails to the extent of the Conflict.

2.22.2 Notwithstanding any other provision of the Agreement, if there is a Conflict between an Inuit Law or a Bylaw and:

- (a) a federal Law in relation to the peace, order and good government of Canada; or
- (b) a federal Law that relates specifically to the criminal law or criminal procedure, the recognition and protection of human rights of all Canadians, or the protection of health and safety of all Canadians,

the federal Law prevails to the extent of the Conflict.

2.22.3 When considering an apparent Conflict between an Inuit Law or a Bylaw and a federal or Provincial Law, a court shall prefer any reasonable interpretation of the Laws that avoids a Conflict over any alternative interpretation that results in a Conflict.

2.22.4 Wherever a provision of the Agreement establishes a rule with respect to a Conflict of Laws, that rule applies to any Law made by a delegate.

Part 2.23 Inconsistency of Laws

2.23.1 For purposes of sections 4.8.2, 13.9.3, 17.8.6, 17.12.6, 17.13.5, 17.24.3 and 17.25.2, Laws are not inconsistent merely because they make provision for the same subject matter.

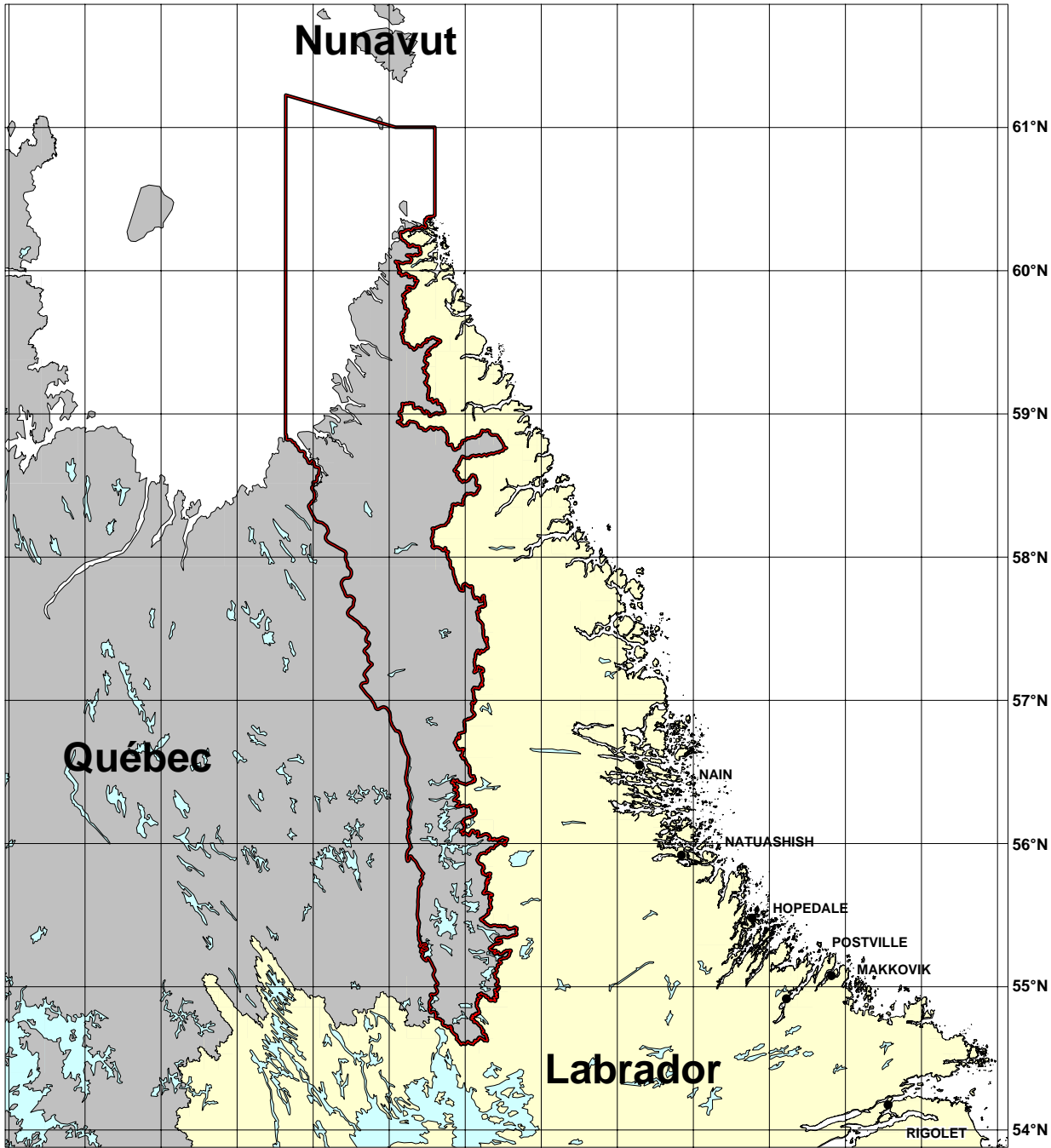
Part 2.24 Negotiations under the Agreement

2.24.1 Where the Agreement requires a Person to negotiate a matter, that Person shall negotiate in good faith.

Part 2.25 Vacancies in Appointments under the Agreement

2.25.1 If a vacancy occurs in the membership of a board established under the Agreement prior to the expiry of the member's term, the replacement member shall be appointed for the unexpired portion of the term unless the Parties agree, in writing, that the replacement member shall be appointed for a full term.

70°W 69°W 68°W 67°W 66°W 65°W 64°W 63°W 62°W 61°W 60°W 59°W 58°W 57°W




Labrador Inuit Land Claims Agreement

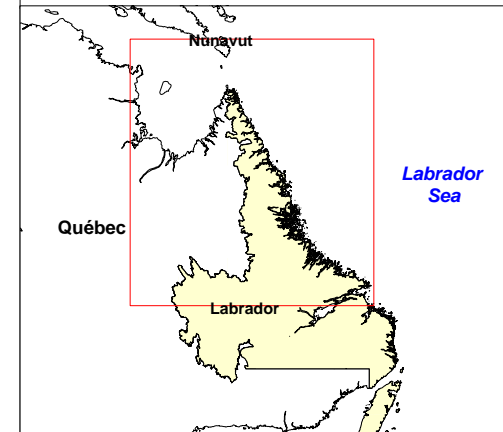
Schedule 2-A

Area excluded from cession and releases under part 2.11

This is an authoritative map of the area excluded from cession and releases under part 2.11

legend

 area excluded from cession and releases under part 2.11



0 100 200
kilometres

scale
1 : 5,000,000

