

**AGREEMENT**  
**BETWEEN**  
**THE INUIT OF**  
**THE NUNAVUT SETTLEMENT AREA**  
**AND**  
**HER MAJESTY THE QUEEN**  
**IN RIGHT OF CANADA**

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## AN AGREEMENT

BETWEEN:

The Inuit of the Nunavut Settlement Area as represented by the Tungavik Federation of Nunavut

AND:

Her Majesty The Queen in Right of Canada.

WHEREAS the Inuit represented by the Tungavik Federation of Nunavut assert an aboriginal title to the Nunavut Settlement Area, more particularly described in Article 3, based on their traditional and current use and occupation of the lands, waters and land-fast ice therein in accordance with their own customs and usages;

AND WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and treaty rights includes rights that may be acquired by way of land claims agreements;

AND WHEREAS the Parties agree on the desirability of negotiating a land claims agreement through which Inuit shall receive defined rights and benefits in exchange for surrender of any claims, rights, title and interests based on their assertion of an aboriginal title;

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

to provide for certainty and clarity of rights to ownership and use of lands and resources, and of rights for Inuit to participate in decision-making concerning the use, management and conservation of land, water and resources, including the offshore;

to provide Inuit with wildlife harvesting rights and rights to participate in decision-making concerning wildlife harvesting;

to provide Inuit with financial compensation and means of participating in economic opportunities;

to encourage self-reliance and the cultural and social well-being of Inuit;

AND WHEREAS the Inuit, in a vote held on November 3 to 6, 1992, approved the Agreement and authorized it to be signed by the duly appointed officers of the Tungavik Federation of Nunavut;

AND WHEREAS following the Inuit ratification vote the Parties completed the text of Article 40 and certain other parts of the Agreement and finalized the text for purposes of clarity, all pursuant to their authority under the Agreement as approved by the Inuit ratification vote;

AND WHEREAS Cabinet authorized the Minister to sign the Agreement;

AND IN RECOGNITION of the contributions of Inuit to Canada's history, identity and

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sovereignty in the Arctic;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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# ARTICLE 1

## DEFINITIONS

### PART 1: GENERAL

1.1.1 In the Agreement, except where otherwise expressly provided in the Agreement or indicated by the context:

"Agreement" means this entire Agreement, including its preamble and schedules;

"Arbitration Board" (Board) means the body established under Part 1 of Article 38;

"arbitration panel" means a panel established under Article 38;

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

"Board" means the Arbitration Board;

"carving stone" means utkuhighak and hananguagahaq, which means serpentinite, argillite, and soapstone in the Nunavut Settlement Area where those substances are suitable for use for carving purposes;

"Commissioner" means the Commissioner of the Northwest Territories or any successor;

"Commissioner-in-Executive Council" means the Commissioner acting by and with the advice and consent of the Executive Council;

"Conservation Area" has the meaning set out in Section 9.1.1;

"Council" means the Nunavut Social Development Council;

"Crown" means the Crown in Right of Canada;

"Crown lands" means lands belonging to Her Majesty or in respect of which Government has the power of disposition;

"date of ratification of the Agreement" means the date on which the ratification legislation comes into force;

"Designated Inuit Organization" (DIO) means

(a) the Tungavik, or

(b) in respect of a function under the Agreement, any of the Organizations that

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has been designated under Section 39.1.3 as responsible for that function;

"domestic interjurisdictional agreement" means a wildlife agreement between two or more of the Government of Canada, provincial governments in Canada and territorial governments in Canada;

"Executive Council" means the Executive Council of the Northwest Territories or any successor body;

"flora" does not include trees suitable for commercial production of lumber or other building materials, but includes materials required by Inuit for local use, land-based activities and handicraft production;

"gas" means natural gas and includes all substances, other than oil, that are produced in association with natural gas;

"Government" means the Government of Canada or the Territorial Government or both, as the context requires, depending on their jurisdiction and the subject matter referred to, or as determined pursuant to Section 1.1.6;

"harvest" means the reduction of wildlife into possession, and includes hunting, trapping, fishing, as defined in the *Fisheries Act*, netting, egging, picking, collecting, gathering, spearing, killing, capturing or taking by any means;

"HTO" means a Hunters and Trappers Organization;

"Hunters and Trappers Organization" (HTO) means an organization referred to in Sections 5.7.1 to 5.7.15;

"IIBA" means an Inuit Impact and Benefit Agreement referred to in Article 8, 9 or 26;

"Implementation Panel" means the Panel established under Part 3 of Article 37;

"Inuit" means

(a) for the purpose of Sections 2.7.1 and 2.7.2 and Part 1 of Article 40, and of references of a general historical nature, all those members of the aboriginal people, sometimes known as Eskimos, that has traditionally used and occupied, and currently uses and occupies, the lands and waters of the Nunavut Settlement Area, but does not include persons enrolled in any other Canadian aboriginal land claim agreement,

(b) for the purpose of all provisions of the Agreement other than Sections 2.7.1 and 2.7.2, Part 1 of Article 40, and Sections 5.7.36, 35.3.1 and 35.3.2 and those containing references of a general historical nature,

(i) until such time as the Inuit Enrolment List has been developed in accordance with Article 35, all those persons entitled to be enrolled under that Article,

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(ii) upon development of the Inuit Enrolment List, those persons enrolled from time to time under the terms of Article 35;

"Inuit Heritage Trust" (Trust) means the trust established under Section 33.4.1;

"Inuit Owned Lands" means

(a) those lands that vest in the DIO as Inuit Owned Lands pursuant to Section 19.3.1, and

(b) any lands that are vested in, acquired by or re-acquired by the DIO as Inuit Owned Lands from time to time pursuant to the Agreement,

so long as they maintain such status pursuant to the Agreement;

"Inuit Owned Lands Parcel" means an area of Inuit Owned Lands given a distinct code on the maps titled *Inuit Owned Lands, Ownership Map*, in the series Nos. 1 to 237;

"Inuk" means a single member of the group of persons defined as Inuit;

"lands" does not include water but includes lands covered by water, whether in the onshore or offshore;

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

"legislation" means a statute or regulation;

"Legislative Assembly" means the Council of the Territories as established pursuant to the *Northwest Territories Act*, or any successor council or councils having jurisdiction over all or part of the Nunavut Settlement Area;

"marine areas" means that part of Canada's internal waters or territorial sea, whether open or ice-covered, lying within the Nunavut Settlement Area, but does not include inland waters. For greater certainty, the reference to internal waters or territorial sea includes the seabed and subsoil below those internal waters or territorial sea;

"marine species" means fish and includes parts of fish, shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals, and the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

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

"Minister" means a Minister of the Government of Canada or a member of the Executive Council appointed as Minister, as the context requires, responsible for

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the subject matter referred to;

"National Park" means

(a) an area that has been formally and fully dedicated as a National Park or National Marine Park under the *National Parks Act*, or

(b) a National Park Reserve, with respect to the provision of Part 4 of Article 8 and other provisions providing Inuit with the opportunity to secure benefits from the establishment, planning and management of a National Park in the Nunavut Settlement Area;

"National Park Reserve" means an area that has been set aside as a reserve for a National Park under the *National Parks Act*;

"NIRB" means the Nunavut Impact Review Board;

"NITC" means the Nunavut Implementation Training Committee;

"NPC" means the Nunavut Planning Commission;

"Nunavut Impact Review Board" (NIRB) is the institution referred to in Section 12.2.1;

"Nunavut Implementation Training Committee" (NITC) means the Committee established under Part 5 of Article 37;

"Nunavut Planning Commission" (NPC) is the institution referred to in Section 11.4.1;

"Nunavut Settlement Area" means the area described in Section 3.1.1;

"Nunavut Social Development Council" (Council) means the Council established under Section 32.3.1;

"Nunavut Trust" means the Trust referred to in Section 31.1.1;

"Nunavut Water Board" (NWB) is the institution referred to in Section 13.2.1;

"Nunavut Wildlife Management Board" (NWMB) is the institution referred to in Section 5.2.1;

"NWB" means the Nunavut Water Board;

"NWMB" means the Nunavut Wildlife Management Board;

"oil" means crude oil regardless of gravity, produced at a well head in liquid form and any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits or oil sand, bitumen, bituminous sand, oil shale, or from any other types of deposits

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on the surface or subsurface, or the seabed or its subsoil;

"operator" means a person or the authorized representative of such a person who has rights to explore, develop, produce or transport minerals, other than specified substances, in or on or under Inuit Owned Lands;

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

"Organization" means any of the following

- (a) the Nunavut Trust,
- (b) a Regional Inuit Organization,
- (c) a Hunters and Trappers Organization,
- (d) a Regional Wildlife Organization,
- (e) the Nunavut Social Development Council,
- (f) the Inuit Heritage Trust, or
- (g) any organization designated under Section 39.1.3;

"Outer Land Fast Ice Zone" means the area bounded by

- (a) in the north by Latitude 73E 40' off Cape Liverpool on Bylot Island,
- (b) in the south, by Latitude 66E 37' N, off Cape Dyer on Baffin Island,
- (c) in the west, by the seaward edge of the Territorial Sea boundary off the east coast of Baffin Island, and
- (d) in the east, by the maximum limit of land fast ice (1963-1989) as shown on the map titled *Limit of Land Fast Ice - East Baffin Coast*, jointly delivered by the Parties to the registrar, a copy of which is set out in Schedule 16-1 for general information purposes only;

"outpost camps" has the meaning set out in Section 7.1.1;

"Parliament" means the Parliament of Canada;

"Park" means a National Park or a Territorial Park;

"Parties" mean the Inuit of the Nunavut Settlement Area and Her Majesty The Queen in Right of Canada;

"petroleum" means oil or gas;

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"principles of conservation" means those principles set out in Section 5.1.5;

"project proposal" means a physical work that a proponent proposes to construct, operate, modify, decommission, abandon or otherwise carry out, or a physical activity that a proponent proposes to undertake or otherwise carry out, such work or activity being within the Nunavut Settlement Area, except as provided in Section 12.11.1;

"ratification legislation" means the statute referred to in Sub-section 36.1.3(b);

"Regional Inuit Organization" means the Kitikmeot Inuit Association, the Keewatin Inuit Association, the Baffin Region Inuit Association, or its successor;

"Regional Wildlife Organization" (RWO) means an organization referred to in Sections 5.7.1 and 5.7.5 to 5.7.14;

"registrar" means the registrar of land titles responsible for the Nunavut Settlement Area;

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

(a) in the execution of a power conferred by or under the authority of a statute, or

(b) by or under the authority of the Governor in Council or Commissioner-in-Executive Council;

"resources" means, for the purpose of Articles 25 to 27, coal, petroleum, precious and base metals and other naturally occurring substances that can be mined, but does not include specified substances;

"royalty" means any share of production whether in money or kind paid or payable to Government as owner in respect of a resource produced by a person from Crown lands in or under the Nunavut Settlement Area, but does not include

(a) any payment for a service, the creation of special purpose funds, the issuance of the right or interest or the granting of an approval or authorization,

(b) any payment required regardless of ownership of the resource, or

(c) any payment for incentives;

"RWO" means a Regional Wildlife Organization;

"specified substances" means construction stone, sand and gravel, limestone, marble, gypsum, shale, clay, volcanic ash, earth, soil, diatomaceous earth, ochre, marl, peat and carving stone;

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"statute" means an Act of Parliament or the Legislative Assembly, but does not include regulations;

"Surface Rights Tribunal" (Tribunal) is the institution referred to in Section 21.8.1;

"Territorial Government" means the Government of the Northwest Territories, or any successor government or governments, having jurisdiction over all or part of the Nunavut Settlement Area;

"Territorial Park" means an area that has been formally and fully dedicated as a Territorial Park under the *Territorial Parks Act*;

"third party" means any person, natural or artificial, but does not include Government, Inuit, or a DIO;

"Tribunal" means the Surface Rights Tribunal;

"Trust" means the Inuit Heritage Trust;

"Tungavik" means the corporation without share capital incorporated under the Canada Corporations Act by letters patent dated April 3, 1990 and supplementary letters patent dated December 16, 1992 and named the Tungavik Incorporated, or any successor;

"water" means waters in any river, stream, lake or other body of inland waters on the surface or under ground in the Nunavut Settlement Area, and includes ice and all inland ground waters, but does not include water or ice in marine areas;

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

"Zone I" means those waters north of 61E latitude subject to Canada's jurisdiction seaward of the Territorial Sea boundary as measured from lines drawn pursuant to the Territorial Sea Geographical Co-ordinates (Area 7) Order SOR/85-872 that are not part of the Nunavut Settlement Area or another land claim settlement area;

"Zone II" means those waters of James Bay, Hudson Bay and Hudson Strait that are not part of the Nunavut Settlement Area or another land claim settlement area.

### ***Citation of Legislation***

1.1.2 Citation of legislation refers to legislation as amended from time to time:

- (a) except where a specific date is indicated; and
- (b) for greater certainty, reference to the *Constitution Act, 1982* includes the 1983 amendments and any later amendments.

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- 1.1.3 The references in the Agreement to the Territorial Sea Boundary or to the Territorial Sea Geographic Coordinates (area 7) Order, SOR/85-872 are without prejudice to any negotiations or any positions that have been made or may be adopted by Canada respecting the limits of maritime jurisdiction.

***Land Descriptions***

- 1.1.4 The coded references in the Agreement to specific parcels of Inuit Owned Lands are to the codes for those parcels on the maps titled *Inuit Owned Lands, Ownership Map*, in the series Nos. 1 to 237 referred to in Section 19.3.1.
- 1.1.5 The Lands Files referred to in the Agreement in relation to parcels of land are the files held by the Land Resources Division, Department of Indian Affairs and Northern Development, in Yellowknife, N.W.T.

***Designation of Government***

- 1.1.6 Without diminishing or otherwise altering the responsibilities of Her Majesty The Queen in Right of Canada under the Agreement, where, in the Agreement, it is unclear from the context which Government is to perform a function or where the context indicates that both Governments are to perform a function, without abrogating or derogating from their obligations under the Agreement or altering their respective jurisdictions, the two Governments may designate one of them to perform that function on behalf of the other or both. The DIO shall be given notice of such designation.
- 1.1.7 Section 1.1.6 shall not affect the status or interpretation of the Implementation Plan referred to in Article 37.

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## ARTICLE 2

### GENERAL PROVISIONS

#### PART 1: PRINCIPLES AND OBJECTIVES

2.1.1 The Agreement is based on and reflects the principles and objectives set out in the Preamble.

#### PART 2: STATUS AS A LAND CLAIMS AGREEMENT

2.2.1 The Agreement shall be a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*.

#### PART 3: MERGER

2.3.1 It is the intention of the parties that the rights of the Inuit in the Agreement shall not merge in any legislation enacted to ratify or implement the Agreement.

#### PART 4: RATIFICATION

2.4.1 Ratification of the Agreement by Canada and Inuit in accordance with Article 36 is a condition precedent to the validity of the Agreement and, in the absence of such ratification, the Agreement shall be null and void and of no effect.

#### PART 5: COMING INTO FORCE

2.5.1 The Agreement shall come into force upon its ratification by both parties.

#### PART 6: UNDERTAKINGS AS TO FURTHER LEGISLATIVE ACTION

2.6.1 Government shall consult closely with a DIO in the preparation of any legislation proposed to implement the Agreement, including any amendments to implementing legislation.

#### PART 7: CERTAINTY

2.7.1 In consideration of the rights and benefits provided to Inuit by the Agreement, Inuit hereby:

- (a) cede, release and surrender to Her Majesty The Queen in Right of Canada, all their aboriginal claims, rights, title and interests, if any, in and to lands and waters anywhere within Canada and adjacent offshore areas within the sovereignty or jurisdiction of Canada; and
- (b) agree, on their behalf, and on behalf of their heirs, descendants and successors not to assert any cause of action, action for a declaration, claim or demand of whatever kind or nature which they ever had, now have or may hereafter have

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against Her Majesty The Queen in Right of Canada or any province, the government of any territory or any person based on any aboriginal claims, rights, title or interests in and to lands and waters described in Sub-section (a).

2.7.2 Nothing in the Agreement constitutes an admission or denial by Canada that Inuit have any aboriginal claims, rights, title or interests in and to lands and waters as described in Sub-section 2.7.1(a) outside the Nunavut Settlement Area.

2.7.3 Nothing in the Agreement shall:

- (a) be construed so as to deny that Inuit are an aboriginal people of Canada, or, subject to Section 2.7.1, affect their ability to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them;
- (b) affect the ability of Inuit to participate in and benefit from government programs for Inuit or aboriginal people generally as the case may be; benefits received under such programs shall be determined by general criteria for such programs established from time to time; or
- (c) affect the rights of Inuit as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time.

## **PART 8: LANGUAGES OF THE AGREEMENT**

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

## **PART 9: INTERPRETATION**

2.9.1 The several Articles of the Agreement shall be read together and interpreted as one agreement.

2.9.2 The Agreement shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Agreement except as expressed in it.

2.9.3 There shall not be any presumption that doubtful expressions in the Agreement be resolved in favour of Government or Inuit.

2.9.4 The several Articles in the Agreement shall be construed, with such modifications as the circumstances require, according to the *Interpretation Act* R.S.C. 1985, c.I-21.

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## **PART 10: GOVERNMENTAL POWERS**

### *Transfers of Powers Within Same Government*

- 2.10.1 Any power vested in a Minister of the Government of Canada or in a Minister of the Executive Council of the Territorial Government, pursuant to the provisions of the Agreement, may be transferred to another Minister of the Government of Canada, or to another Minister of the Executive Council of the Territorial Government, respectively. A DIO shall be given notice of such transfer.

### *Transfer of Powers Between Governments*

- 2.10.2 Nothing in the Agreement shall restrict the authority of the Government of Canada to devolve or transfer powers or jurisdiction to the Territorial Government, provided that the devolution or transfer shall not abrogate or derogate from any rights of Inuit in the Agreement.

### *Creation of a Province Not to Abrogate or Derogate from Rights*

- 2.10.3 The Government of Canada undertakes that the creation or extension of a province that encompasses all or part of the Nunavut Settlement Area shall not abrogate or derogate from any rights of Inuit in the Agreement.

### *Identification of Government Official*

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

## **PART 11: INVALIDITY**

- 2.11.1 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, Government and Inuit shall make best efforts to amend the Agreement to remedy the invalidity or replace the invalid provision.
- 2.11.2 Neither party shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid.
- 2.11.3 Neither Government nor any Inuk entitled to be enrolled shall challenge the validity of any provision of the Agreement.

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## **PART 12: APPLICATION OF LAWS**

### *All Laws to Apply*

- 2.12.1 Subject to Sections 2.12.2 and 2.12.3, all federal, territorial and local government laws shall apply to Inuit and Inuit Owned Lands.

### *Agreement to Prevail*

- 2.12.2 Where there is any inconsistency or conflict between any federal, territorial and local government laws, and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.

### *Ratification and Implementing Legislation to Prevail*

- 2.12.3 Where there is any inconsistency or conflict between the ratification and implementing legislation and any other legislation, the ratification and implementing legislation shall prevail to the extent of the inconsistency or conflict.

### *Interpretation with Regard to Conflict and Inconsistency*

- 2.12.4 For greater certainty, the terms "inconsistency" and "conflict" as used in Sections 2.12.2 and 2.12.3 shall be interpreted by having regard to the common law rules governing the interpretation of laws and documents and to the *Interpretation Act*.

## **PART 13: AMENDING THE AGREEMENT**

- 2.13.1 An amendment to the Agreement shall require the consent of the Parties as evidenced by,

- (a) in respect of Her Majesty, an order of the Governor in Council, and
- (b) in respect of Inuit, a resolution of the Tungavik, except as provided otherwise by its bylaws or Section 35.9.1,

but the jurisdiction of the Legislative Assembly shall not be altered, and the Territorial Government shall not incur any financial obligations, through any amendment without its written consent.

## **PART 14: SUITS ON BEHALF OF INUIT**

- 2.14.1 Where an Inuk has a right of action in relation to the Agreement, the DIO may bring such action on behalf of him or her. This Section shall not preclude an Inuk from commencing an action on his or her own behalf.

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## **PART 15: INDEMNITY**

- 2.15.1 In consideration of the rights and benefits provided by the Agreement, the Nunavut Trust and its beneficiaries shall indemnify and forever save harmless Her Majesty The Queen in Right of Canada from all manner of suits and actions, causes of actions, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after the date of ratification of the Agreement, whether known or unknown, against Her Majesty The Queen in Right of Canada which any person who is entitled to be enrolled in the Agreement, including any heir, successor or permitted assign of such a person ever had, now has, or may hereafter have, against Her Majesty The Queen in Right of Canada, relating to or in any way arising from the aboriginal claims, rights, titles and interests in and to lands and waters described in Sub-section 2.7.1(a).
- 2.15.2 Her Majesty The Queen in Right of Canada shall vigorously defend any suit or action, cause of action, claim or demand referred to in Section 2.15.1 and shall not compromise or settle any such suit or action, cause of action, claim or demand without the consent of the DIO.
- 2.15.3 The Nunavut Trust and its beneficiaries shall not be required to pay the costs of Her Majesty The Queen in Right of Canada under Sections 2.15.1 or 2.15.2.
- 2.15.4 For greater certainty, the right to be indemnified set out in Section 2.15.1 shall not extend to any manner of suit or action, cause of action, claim, demand, damage, cost or expense, liability or entitlement relating to or any way arising from the failure of Her Majesty The Queen in Right of Canada to carry out Her obligations under the Agreement.
- 2.15.5 Her Majesty The Queen in Right of Canada shall indemnify and save harmless the Inuit from all manner of suits, actions, causes of action, claims, demands, damages, costs or expense, liability and entitlement, initiated, made or incurred against Inuit by any person other than an Inuk or a DIO that arises from:
- (a) the creation of Inuit harvesting rights under Article 5 where that suit, action, cause of action, claim, demand, damage, cost or expense relates to the effect of the creation of those rights on any harvesting rights of the person initiating, making or incurring it; or
  - (b) the vesting of title in Inuit Owned Lands under Article 19 where that suit, action, cause of action, claim, demand, damage, cost or expense relates to the effect of that vesting on the right of the person initiating, making or incurring it in respect of those lands.
- 2.15.6 Inuit and the DIO shall vigorously defend any suit or action, cause of action, claim or demand referred to in Section 2.15.5 and shall not compromise or settle any such suit or action, cause of action, claim or demand without the consent of Government.

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**PART 16: DISCLOSURE OF INFORMATION**

2.16.1 Notwithstanding any other provision of the Agreement, except Section 21.7.6, Government is not required to disclose any information that it is required or entitled to withhold under any statute relating to access to and privacy of information. Where Government has a discretion to disclose any information, it shall take into account the objects of the Agreement in exercising that discretion.

**PART 17: INUIT LANDS**

2.17.1 Inuit Owned Lands shall be deemed not to be Lands Reserved for Indians within the meaning of the *Constitution Act, 1867*.

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## ARTICLE 3

### NUNAVUT SETTLEMENT AREA

#### PART 1: DESCRIPTION

- 3.1.1 The Nunavut Settlement Area shall be composed of "Area A", being that portion of the Arctic Islands and mainland of the Eastern Arctic and adjacent marine areas as described in Part 2, and "Area B", being the Belcher Islands, associated islands and adjacent marine areas in Hudson Bay, described in Part 3.
- 3.1.2 The parallels of latitude and meridians of longitude referred to in this description are derived from the 1:500,000 scale National Topographic Series maps, being North American Datum 1927.

#### PART 2: AREA A

- 3.2.1 Area A includes all those lands, water and marine areas enclosed within the following boundary:

- (a) Inuvialuit Settlement Region to Hudson Strait:

**Inuvialuit Settlement Region** Commencing at a point on the eastern boundary of the Inuvialuit Settlement Region, as described in the Inuvialuit Final Agreement 1984, being the point north of Borden Island where Canada's Territorial Sea Boundary, as set out in the Territorial Sea Geographic Co-ordinates (Area 7) Order, S.O.R./85-872, intersects with 110E00'W longitude;

**Arctic Islands** thence northeasterly along the Territorial Sea Boundary, north of Cape Columbia (83E07'N latitude and 70E30'W longitude) on Ellesmere Island;

thence southerly along the Territorial Sea Boundary off the eastern coasts of Ellesmere, Devon and Bylot Islands, to its intersection with 73E40'N latitude, east of Cape Liverpool on Bylot Island;

**East Baffin Coast** thence southerly along the Territorial Sea Boundary off the eastern coast of Baffin Island to its intersection with 66E37'N latitude, east of Cape Dyer on Baffin Island;

**Resolution Island** thence southerly along the Territorial Sea Boundary to its intersection with 61E00'N latitude, southeast of Resolution Island;

- (b) Hudson Strait to Hudson Bay:

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**Hudson Strait**

thence due west along said parallel of latitude to its intersection with 64E55'W longitude, south of Resolution Island;

thence northwesterly in a straight line to the intersection of 61E38'N latitude and 69E00'W longitude, being the point approximately equidistant between Cape Hopes Advance in Quebec and the Gray Goose Islands off the south coast of Baffin;

thence northwesterly in a straight line to the intersection of 63E15'N latitude and 74E00'W longitude, being the point approximately equidistant between the Baffin Island and northern Quebec coasts;

**Salisbury Island**

thence westerly in a straight line to the intersection of 63E25'N latitude and 76E10'W longitude, being the point approximately equidistant between the northern Quebec and Baffin Island coasts east of Salisbury Island;

thence southwesterly in a straight line to the intersection of 63E12'N latitude and 77E00'W longitude;

**Nottingham Island**

thence southwesterly in a straight line to the intersection of 63E00'N latitude and 77E40'W longitude, southeast of Nottingham Island;

**Mansel Island**

thence southwesterly in a straight line to the intersection of 62E30'N latitude and 80E00'W longitude, northwest of Mansel Island;

thence southwesterly in a straight line to the intersection of 62E00'N latitude and 80E45'W longitude, west of Mansel Island;

(c) Coats Island to Keewatin Coast:

**Coats Island**

thence westerly in a straight line to a point 15 statute miles due south of Cape Southampton on Coats Island at the approximate intersection of 61E55'N latitude and 83E40'W longitude;

**Southampton Island**

thence northwesterly in a straight line to a point 15 statute miles due south of Cape Kendall on Southampton Island at the approximate intersection of 63E20'N latitude and 87E00'W longitude;

**Keewatin Coast**

thence due west to a point approximately 50 statute miles due east of Chesterfield Inlet at the intersection of 63E20'N latitude and 89E00'W longitude;

thence southwesterly in a straight line to the intersection of 60E00'N latitude and 93E22'W longitude, being a point approximately 50 statute miles east of the Keewatin coast;

(d) 60th Parallel to Inuvialuit Settlement Region:

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**60th Parallel** thence due west along said parallel to its intersection with 102E00'W longitude, being the intersection of the Manitoba, Northwest Territories and Saskatchewan borders;

**Thelon River** thence due north to the intersection of 64E14'N latitude and 102E00'W longitude, near the south shore of the Thelon River;

**Gloworm Lake** thence west northwesterly in a straight line to the intersection of 64E50'N latitude and 109E20'W longitude, north of Gloworm Lake;

**Contwoyto Lake** thence northwesterly in a straight line to the intersection of 65E30'N latitude and 110E40' longitude, west of Contwoyto Lake;

**Itchen Lake** thence due west to the intersection of 65E30'N latitude and 112E30'W longitude, east of Itchen Lake;

(e) Inuvialuit Settlement Region boundary:

**Inuvialuit Settlement Region** thence northwesterly in a straight line to a point on the southeastern boundary of the Inuvialuit Settlement Region, being the intersection of 68E00'N latitude and 120E40'51"W longitude;

thence following the adjusted boundary of the Inuvialuit Settlement Region, as set out in the TFN/COPE Agreement of May 19, 1984, to the intersection of 70E00'N latitude and 110E00'W longitude; and finally

thence due north along said meridian of longitude, along the eastern boundary of the Inuvialuit Settlement Region, to its intersection with the Territorial Sea Boundary north of Borden Island at the point of commencement.

### **PART 3: AREA B**

3.3.1 Area B includes all those lands, waters, and marine areas enclosed within the following boundary:

**Southeastern Hudson Bay** Commencing at the intersection of 58E10'N latitude and 81E00'W longitude, northwest of the Sleeper Islands, and south of Farmer Island;

**Marcopeet Islands** thence southeasterly in a straight line to the intersection of 58E00'N latitude and 79E45'W longitude, near the Marcopeet Islands and north of the Sleeper Islands;

**King George Islands** thence southeasterly in a straight line to the intersection of 57E40'N latitude and 78E00'W longitude, northeast of the King George Islands;

thence southeasterly in a straight line to the intersection of 57E00'N latitude and 77E25'W longitude, southeast of the King George Islands and west of the Nastapoka Islands;

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**Salliquit  
Islands**

thence due south along said meridian of longitude to its intersection with 56E22'N latitude, east of the Salliquit Islands and west of the Nastapoka Islands;

thence southwesterly in a straight line to the intersection of 56E00'N latitude and 77E30'W longitude, east of Innetalling Island and northwest of Duck Island;

**Belcher  
Islands**

thence southwesterly in a straight line to the intersection of 55E45'N latitude and 78E00'W longitude, northwest of Kuujjuarapik, Quebec;

thence southwesterly in a straight line to the intersection of 55E15'N latitude and 79E00'W longitude, southwest of Kuujjuarapik, Quebec and northeast of Long Island;

thence southwesterly in a straight line to the intersection of 55E00'N latitude and 79E45'W longitude, north of Long Island;

thence due west along said parallel of latitude to its intersection with 81E00'W longitude, east of Cape Henrietta Maria, Ontario; and finally

thence due north along said meridian of longitude to its intersection with 58E10'N at the point of commencement.

**PART 4: MAP**

3.4.1 The map in Schedule 3-1 depicts for general information purposes only, Areas A and B, described in Parts 2 and 3.

**PART 5: GREATER CERTAINTY**

3.5.1 For greater certainty, Inuit shall enjoy additional rights to areas outside the Nunavut Settlement Area as stipulated by other provisions of the Agreement.

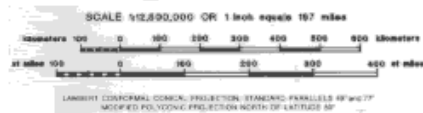
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# SCHEDULE 3-1: MAP OF THE NUNAVUT SETTLEMENT AREA

(Section 3.4.1)

(for general information purposes only)







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## ARTICLE 4

### NUNAVUT POLITICAL DEVELOPMENT

#### PART 1: GENERAL

- 4.1.1 The Government of Canada will recommend to Parliament, as a government measure, legislation to establish, within a defined time period, a new Nunavut Territory, with its own Legislative Assembly and public government, separate from the Government of the remainder of the Northwest Territories.
- 4.1.2 Therefore, Canada and the Territorial Government and Tungavik Federation of Nunavut shall negotiate a political accord to deal with the establishment of Nunavut. The political accord shall establish a precise date for recommending to Parliament legislation necessary to establish the Nunavut Territory and the Nunavut Government, and a transitional process. It is the intention of the Parties that the date shall coincide with recommending ratification legislation to Parliament unless Tungavik Federation of Nunavut agrees otherwise. The political accord shall also provide for the types of powers of the Nunavut Government, certain principles relating to the financing of the Nunavut Government, and the time limits for the coming into existence and operation of the Nunavut Territorial Government. The political accord shall be finalized before the Inuit ratification vote. It is the intention of the Parties to complete the Political Accord by no later than April 1, 1992.
- 4.1.3 Neither the said political accord nor any legislation enacted pursuant to the political accord shall accompany or form part of this Agreement or any legislation ratifying this Agreement. Neither the said political accord nor anything in the legislation enacted pursuant to the political accord is intended to be a land claims agreement or treaty right within the meaning of Section 35 of the *Constitution Act, 1982*.

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## ARTICLE 5

### WILDLIFE

#### PART 1: GENERAL

##### *Definitions*

5.1.1 In this Article:

"adjusted basic needs level" means the level of harvesting by Inuit identified in Sections 5.6.26 to 5.6.30;

"basic needs level" means the level of harvesting by Inuit identified in Sections 5.6.19 to 5.6.25;

"big game" means those species listed in Schedule 5-1;

"furbearers" means those species listed in Schedule 5-2;

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

"marketing" means sale and other types of commercial disposition, in raw or processed form, but does not include retail disposition at a restaurant;

"migratory birds" means birds referred to in Schedule 5-3;

"naturalist lodge" means a facility catering primarily to the observation or study of natural or cultural features;

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

"Nunavut Wildlife Harvest Study" (Study) means the harvesting study identified in Part 4;

"other residents" means residents of the Nunavut Settlement Area other than Inuit;

"Region" means the Baffin Region, Keewatin Region or Kitikmeot Region;

"species" means any particular species or any distinct sub-group within a species such as a stock or population;

"sports lodge" means a facility catering primarily to the sport harvesting of wildlife;

"Study" means the Nunavut Wildlife Harvest Study;

"surplus" means the difference between the adjusted basic needs level and the total allowable harvest and, where there is no adjusted basic needs level, the difference between the basic needs level and total allowable harvest;

"total allowable harvest" for a stock or population means an amount of wildlife able to be lawfully harvested as established by the NWMB pursuant to Sections 5.6.16 to 5.6.18.

### ***Principles***

5.1.2 This Article recognizes and reflects the following principles:

- (a) Inuit are traditional and current users of wildlife;
- (b) the legal rights of Inuit to harvest wildlife flow from their traditional and current use;
- (c) the Inuit population is steadily increasing;
- (d) a long-term, healthy, renewable resource economy is both viable and desirable;
- (e) there is a need for an effective system of wildlife management that complements Inuit harvesting rights and priorities, and recognizes Inuit systems of wildlife management that contribute to the conservation of wildlife and protection of wildlife habitat;
- (f) there is a need for systems of wildlife management and land management that provide optimum protection to the renewable resource economy;
- (g) the wildlife management system and the exercise of Inuit harvesting rights are governed by and subject to the principles of conservation;
- (h) there is a need for an effective role for Inuit in all aspects of wildlife management, including research; and
- (i) Government retains the ultimate responsibility for wildlife management.

### ***Objectives***

5.1.3 This Article seeks to achieve the following objectives:

- (a) the creation of a system of harvesting rights, priorities and privileges that
  - (i) reflects the traditional and current levels, patterns and character of Inuit harvesting,
  - (ii) subject to availability, as determined by the application of the principles of conservation, and taking into account the likely and actual increase in the population of Inuit, confers on Inuit rights to harvest wildlife sufficient to

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meet their basic needs, as adjusted as circumstances warrant,

(iii) gives DIOs priority in establishing and operating economic ventures with respect to harvesting, including sports and other commercial ventures,

(iv) provides for harvesting privileges and allows for continued access by persons other than Inuit, particularly long-term residents, and

(v) avoids unnecessary interference in the exercise of the rights, priorities and privileges to harvest;

(b) the creation of a wildlife management system that

(i) is governed by, and implements, principles of conservation,

(ii) fully acknowledges and reflects the primary role of Inuit in wildlife harvesting,

(iii) serves and promotes the long-term economic, social and cultural interests of Inuit harvesters,

(iv) as far as practical, integrates the management of all species of wildlife,

(v) invites public participation and promotes public confidence, particularly amongst Inuit, and

(vi) enables and empowers the NWMB to make wildlife management decisions pertaining thereto.

### ***Conservation***

5.1.4 The principles of conservation will be interpreted and applied giving full regard to the principles and objectives outlined in Sections 5.1.2 and 5.1.3 and the rights and obligations set out in this Article.

5.1.5 The principles of conservation are:

(a) the maintenance of the natural balance of ecological systems within the Nunavut Settlement Area;

(b) the protection of wildlife habitat;

(c) the maintenance of vital, healthy, wildlife populations capable of sustaining harvesting needs as defined in this Article; and

(d) the restoration and revitalization of depleted populations of wildlife and wildlife habitat.

### ***General***

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- 5.1.6 The Government of Canada and Inuit recognize that there is a need for an effective role for Inuit in all aspects of wildlife management.

*Application*

- 5.1.7 For greater certainty, none of the rights in this Article apply in respect of wildlife harvested outside the Nunavut Settlement Area.

**PART 2: ESTABLISHMENT OF NUNAVUT WILDLIFE  
MANAGEMENT BOARD**

*Membership*

- 5.2.1 There is hereby established on the date of ratification of the Agreement an institution of public government to be known as the Nunavut Wildlife Management Board (NWMB) consisting of nine members to be appointed as follows:
- (a) each of four DIOs shall appoint one member;
  - (b) the Governor in Council
    - (i) on the advice of the Minister responsible for fish and marine mammals shall appoint one member to represent the public interest,
    - (ii) on the advice of the Minister responsible for the Canadian Wildlife Service shall appoint one member,
    - (iii) on the advice of the Minister of Indian Affairs and Northern Development in consultation with the Commissioner-in-Executive Council shall appoint a third member ordinarily resident in the Nunavut Settlement Area;
  - (c) the Commissioner-in-Executive Council shall appoint one member; and
  - (d) from nominations provided by the NWMB, the Governor in Council shall appoint a chairperson.
- 5.2.2 Where a Minister nominates a member to the NWMB who is not a public servant, that Minister shall have the right to have an officer of the Minister's department attend all meetings of the NWMB as a non-voting observer.
- 5.2.3 Where a DIO appoints a member to the NWMB, that DIO shall have the right to have a technical advisor attend all meetings as a non-voting observer.
- 5.2.4 Each member shall be appointed to hold office during good behaviour for a term of four years. A member may be reappointed to office.
- 5.2.5 A member may be removed from office at any time for cause by the person appointing him or her.

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- 5.2.6 Each member shall, before entering upon his or her duties as such, take and subscribe before an officer authorized by law to administer oaths an oath in the form set out in Schedule 5-4.
- 5.2.7 Rules relating to conflict of interest set out in specified federal and territorial laws shall apply to members, but no member who is an Inuk shall be considered biased solely because the member is an Inuk.
- 5.2.8 Where a vacancy occurs a replacement member may be appointed by the body that made the original appointment under Section 5.2.1.
- 5.2.9 All members of the NWMB except the chairperson shall have one vote, and the chairperson shall vote only in order to break a tie.
- 5.2.10 All decisions of the NWMB shall be decided by a majority of votes cast.
- 5.2.11 Each member may execute either a general or special proxy in favour of another member.

***Meetings***

- 5.2.12 A vacancy in the membership of the NWMB does not impair the right of the remainder to act.
- 5.2.13 The head office of the NWMB shall be in the Nunavut Settlement Area.
- 5.2.14 The NWMB shall meet at least twice a year, and may meet as often as it deems fit.
- 5.2.15 The chairperson shall convoke a meeting of the NWMB within 21 days of receipt from any four members of the NWMB of a written request indicating the purpose of such meeting.
- 5.2.16 The NWMB shall, whenever practicable, meet in the Nunavut Settlement Area.
- 5.2.17 The NWMB shall conduct its business in Inuktitut and, as required by legislation or policy, in Canada's official languages.
- 5.2.18 Five members physically present constitute a quorum, except that the NWMB may modify the requirement for being physically present through a by-law permitting use of teleconference or like facilities in circumstances of emergency.

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### ***Costs***

- 5.2.19 The cost of the NWMB shall be the responsibility of Government. The NWMB shall prepare an annual budget subject to review and approval by Government.
- 5.2.20 Each member shall be paid fair and reasonable remuneration for work on the NWMB.
- 5.2.21 Each member shall be entitled to be paid such travelling and living expenses incurred by him or her in the performance of his or her duties as are consistent with Treasury Board guidelines for travelling and living expenses of public servants.
- 5.2.22 The costs of each non-voting observer shall be borne by the person or organization sending that observer.

### ***By-laws***

- 5.2.23 The NWMB may make by-laws and rules respecting:
- (a) the calling of meetings and sitting of the NWMB;
  - (b) the conduct of business at meetings of the NWMB and the establishment of special and standing committees of the NWMB and the fixing of quorums for meetings;
  - (c) the carrying on of the work of the NWMB, the management of its internal affairs, and the duties of its officers and employees;
  - (d) the procedure for making applications, representations and complaints to the NWMB;
  - (e) the procedure for collecting information and opinion, including the procedure and conduct of public hearings; and
  - (f) generally, the manner of conducting any business before the NWMB.

### ***Officers and Employees***

- 5.2.24 The officers and employees necessary for the proper conduct of business of the NWMB may be appointed and shall be remunerated by the NWMB.
- 5.2.25 Such officers and employees shall be responsible to and under the direction and control of the NWMB.

### ***Hearings***

- 5.2.26 The NWMB may hold public hearings into any issue requiring a decision on its part.

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- 5.2.27 The NWMB may make rules distinguishing the roles reserved for full parties and roles reserved for other classes of persons at public hearings.
- 5.2.28 Any representative or agent of the Government of Canada or Territorial Government, any Inuk or any HTO or RWO shall be accorded the status of full party at a public hearing and the NWMB may, at its discretion and in conformity with its rules, determine whether any other person is accorded the status of full party for the purpose of any particular public hearing.
- 5.2.29 The NWMB may, in any application proceeding or matter of special importance pending before it, if in the opinion of the NWMB the public interest so requires, hire counsel to conduct or argue the case or any particular question arising in the application, proceeding or matter.
- 5.2.30 The NWMB shall have the same powers as commissioners appointed pursuant to Part I of the *Inquiries Act*, R.S.C. 1970, c.I-13, however, the NWMB may not subpoena Ministers of the Crown.

***Confidential Information***

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

***Powers, Duties and Functions***

- 5.2.33 Recognizing that Government retains ultimate responsibility for wildlife management, the NWMB shall be the main instrument of wildlife management in the Nunavut Settlement Area and the main regulator of access to wildlife and have the primary responsibility in relation thereto in the manner described in the Agreement. Accordingly, the NWMB shall perform the following functions:
- (a) participating in research (Sections 5.2.37 to 5.2.38);
  - (b) conducting the Nunavut Wildlife Harvest Study (Part 4);
  - (c) rebutting presumptions as to need (Sections 5.6.5 to 5.6.11);
  - (d) establishing, modifying or removing levels of total allowable harvest (Sections 5.6.16 to 5.6.18);
  - (e) ascertaining the basic needs level (Sections 5.6.19 to 5.6.25);
  - (f) adjusting the basic needs level (Sections 5.6.26 to 5.6.30);

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- (g) allocating resources to other residents (Sections 5.6.32 to 5.6.37);
- (h) allocating resources to existing operations (Section 5.6.38);
- (i) dealing with priority applications (Section 5.6.39);
- (j) making recommendations as to allocation of the remaining surplus (Section 5.6.40);
- (k) establishing, modifying or removing non-quota limitations (Sections 5.6.48 to 5.6.51);
- (l) setting trophy fees (Section 5.7.41); and
- (m) any other function the NWMB is required to perform by the Agreement and not specifically referred to in this Section.

5.2.34 In addition to its primary functions outlined in Section 5.2.33, the NWMB shall in its discretion perform the following functions related to management and protection of wildlife and wildlife habitat:

- (a) approve the establishment, disestablishment, and changes to boundaries of Conservation Areas, related to management and protection of wildlife and wildlife habitat;
- (b) identify wildlife management zones and areas of high biological productivity and provide recommendations to the NPC with respect to planning in those areas;
- (c) approve plans for management and protection of particular wildlife habitats including areas within Conservation Areas, Territorial Parks and National Parks;
- (d) approve plans for
  - (i) management, classification, protection, restocking or propagation, cultivation or husbandry of particular wildlife, including endangered species,
  - (ii) the regulation of imported non-indigenous species and the management of transplanted wildlife populations;
- (e) provide advice to departments, NIRB and other concerned agencies and appropriate persons regarding mitigation measures and compensation to be required from commercial and industrial developers who cause damage to wildlife habitat;
- (f) approve designation of rare, threatened and endangered species;
- (g) provide advice as to requirements for the promotion of wildlife education, information and training of Inuit for wildlife management;

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- (h) establish qualifications respecting guides (Section 5.6.41); and
- (i) any other functions assigned to it by the Agreement not referred to in Section 5.2.33.

5.2.35 The NWMB may perform other activities relating to the management of wildlife in the Nunavut Settlement Area and to the regulation of access to wildlife in the Nunavut Settlement Area as agreed by the NWMB and Government.

5.2.36 While habitat management and protection is an integral function of wildlife management, and as such is commensurate with the NWMB's responsibilities for wildlife matters, primary responsibility for the management of lands, including flora, shall be exercised by the appropriate government agencies and such other related bodies as may be established in the Agreement.

### ***Research***

5.2.37 There is a need for an effective system of wildlife management, and to be effective, the system of management requires an efficient, co-ordinated research effort. The NWMB in fulfilling its management functions requires an informed and effective role in wildlife research and its direction. The ability and right of the Government of Canada and Territorial Government to continue their own research functions shall not be prejudiced by this Section. Accordingly the NWMB shall:

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

5.2.38 Further to its responsibilities in Section 5.2.37, the NWMB shall:

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

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research and technical positions made available through government and private sector research contracts; and

(d) prior to the carrying out of research, communicate, consult and cooperate with residents of the Nunavut Settlement Area and DIOs likely to be affected.

***Liability of the NWMB***

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

**PART 3: DECISIONS**

***Judicial Review***

5.3.1 Judicial review of a decision of the NWMB shall be available on the grounds set out in Paragraphs 28(1)(a) or (b) of the *Federal Court Act*, RSC 1985, c.F-7, at the motion of a person personally aggrieved or materially affected by the decision.

5.3.2 Except as provided for in Section 5.3.1, no decision, order or direction of the NWMB shall be questioned or reviewed in any court and no order shall be made or proceeding taken in any court whether by way of injunction, declaratory judgement, *certiorari*, *mandamus*, or prohibition or otherwise to question, review, prohibit or restrain the NWMB or any of its proceedings.

***Criteria for Decisions by NWMB and Minister***

5.3.3 Decisions of the NWMB or a Minister made in relation to Part 6 shall restrict or limit Inuit harvesting only to the extent necessary:

- (a) to effect a valid conservation purpose;
- (b) to give effect to the allocation system outlined in this Article, to other provisions of this Article and to Article 40; or
- (c) to provide for public health or public safety.

5.3.4 Certain populations of wildlife found in the Nunavut Settlement Area cross jurisdictional boundaries and are harvested outside the Nunavut Settlement Area by persons resident elsewhere. Accordingly, the NWMB and Minister in exercising their responsibilities in relation to Part 6 shall take account of harvesting activities outside the Nunavut Settlement Area and the terms of domestic interjurisdictional agreements or international agreements pertaining to such wildlife.

5.3.5 Where a decision of the NWMB is made in relation to a presumption as to needs, adjusted basic needs level or Section 5.6.39, the Minister may reject or disallow that decision only if the Minister determines that the decision is not supported by

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or consistent with the evidence that was before the NWMB or available to it.

- 5.3.6 In making decisions affecting Parks, sanctuaries and Conservation Areas, the NWMB and the Minister shall take into account the special purposes and policies relating to those areas.

***Legal Effect of Decisions (Territorial Government Jurisdiction)***

- 5.3.7 All decisions made by the NWMB in relation to Subsection 5.2.34(a), (c), (d) or (f) or any of Parts 4 to 6 or Article 40 and subject to territorial government jurisdiction shall be made in the manner set out in Sections 5.3.8. to 5.3.15.

- 5.3.8 When the NWMB makes a decision, it shall forward that decision to the Minister. The NWMB shall not make that decision public.

- 5.3.9 After receiving a decision of the NWMB pursuant to Section 5.3.8, the Minister may:

- (a) accept the decision; or
- (b) disallow the decision in accordance with Section 5.3.11.

- 5.3.10 Where the Minister accepts a decision of the NWMB or does not disallow that decision in accordance with Section 5.3.11, the Minister shall proceed forthwith to do all things necessary to implement that decision.

- 5.3.11 Where the Minister decides to disallow a decision of the NWMB:

- (a) the Minister must do so within 30 days of the date upon which the Minister received the decision or within such further period as may be agreed upon by the Minister and the NWMB; and
- (b) the Minister shall give the NWMB reasons in writing for deciding to disallow the decision.

- 5.3.12 Where the Minister disallows a decision of the NWMB pursuant to Section 5.3.11, the NWMB shall reconsider the decision in the light of the written reasons provided by the Minister and make a final decision, which it shall forward to the Minister. The NWMB may make that final decision public.

- 5.3.13 Subject to Section 5.3.14, after receiving a final decision of the Board made pursuant to Section 5.3.12, the Minister may:

- (a) accept the final decision;
- (b) disallow the final decision; or
- (c) vary the final decision.

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- 5.3.14 Where a final decision of the NWMB is made in relation to a presumption as to needs, adjusted basic needs level or Section 5.6.39 and the Minister disallows the final decision, the Minister shall refer the final decision to the Commissioner-in-Executive Council, who may:
- (a) accept the final decision;
  - (b) reject the final decision; or
  - (c) vary the final decision.

- 5.3.15 Where a final decision has been received by the Minister pursuant to Section 5.3.12 and the Minister or, where applicable, the Commissioner-in-Executive Council, decides to accept or vary the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

***Legal Effect of Decisions (Government of Canada Jurisdiction)***

- 5.3.16 All decisions made by the NWMB in relation to Subsection 5.2.34(a), (c), (d) or (f) or any of Parts 4 to 6 or Article 40 and subject to government of Canada jurisdiction shall be made in the manner set out in Sections 5.3.17 to 5.3.23.

- 5.3.17 When the NWMB makes a decision, it shall forward that decision to the Minister. The NWMB shall not make that decision public.

- 5.3.18 After receiving a decision of the NWMB pursuant to Section 5.3.17 the Minister shall within 60 days or within such further period as may be agreed upon by the Minister and the NWMB:

- (a) accept the decision and notify the NWMB in writing; or
- (b) give the NWMB reasons in writing for rejecting the decision.

- 5.3.19 The Minister shall be deemed to have accepted the decision of the NWMB when:

- (a) the Minister has so notified the NWMB in writing; or
- (b) the Minister has not rejected the decision within the time period required pursuant to Section 5.3.18.

- 5.3.20 Where the Minister is deemed to have accepted a decision of the NWMB as provided in Section 5.3.19, the Minister shall proceed forthwith to do all things necessary to implement that decision.

- 5.3.21 Where the Minister rejects a decision of the NWMB pursuant to Section 5.3.18 the NWMB shall reconsider the decision in light of the written reasons provided by the Minister and make a final decision, which it shall forward to the Minister. The NWMB may make the final decision public.

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5.3.22 After receiving a final decision of the NWMB made pursuant to Section 5.3.21, the Minister may:

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

5.3.23 Where a final decision has been received by the Minister pursuant to Section 5.3.21 and the Minister decides to accept or vary the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

***Interim Decisions***

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

***Ministerial Management Initiative***

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

**PART 4: NUNAVUT WILDLIFE HARVEST STUDY**

5.4.1 A Nunavut Wildlife Harvest Study (Study) shall be undertaken in, and cover, each of the three Regions of the Nunavut Settlement Area. Terms of reference for the Study are set out in Schedule 5-5.

5.4.2 The Study shall begin in each of the three Regions on or before the first anniversary of the date of ratification of the Agreement. The Study shall be carried out under the direction of the NWMB.

5.4.3 The research, data collection and fieldwork associated with the Study shall be designed to promote maximum harvester participation and shall be contracted to an appropriate DIO, and supervised by the NWMB.

5.4.4 The Study shall be undertaken over a period of five years, and shall be fully funded by Government. The NWMB shall prepare a budget for the Study which will be subject to review by Government.

5.4.5 The purpose of the Study shall be to furnish data, to establish current harvesting levels, to assist the NWMB in establishing levels of total allowable harvest and, in

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general, to contribute to the sound management and rational utilization of wildlife resources in the Nunavut Settlement Area. To this end, the Study shall:

(a) document the levels and patterns of Inuit use of wildlife resources for the purpose of determining the basic needs level; and

(b) gather, review and analyse existing biological, ecological and harvest data pertinent to the management of wildlife in the Nunavut Settlement Area.

5.4.6 Raw and interpreted data produced from the Study shall be fully and freely available to the Government of Canada, the Territorial Government and Inuit.

5.4.7 The NWMB shall ensure that the names of individual harvesters are not revealed when making available data pursuant to Section 5.4.6.

5.4.8 Without the prior written permission of the DIO and affected individuals, evidence obtained through the Study relating to an individual shall not be admissible in any proceeding where the individual may be held civilly or criminally liable.

5.4.9 The NWMB shall report annually on the progress of the Study. Upon completion of the Study, the NWMB shall publish a comprehensive summary of the findings of the research.

#### **PART 5: INUIT BOWHEAD KNOWLEDGE STUDY**

5.5.1 Commercial harvesting of bowhead whales earlier this century by non-Inuit greatly reduced the stocks of bowhead whales found in the Nunavut Settlement Area. Government acknowledges that Inuit view that, following the cessation of commercial harvesting, stocks of bowhead whales in the Nunavut Settlement Area have increased in recent decades as a result, in part, of Inuit voluntarily curtailing their harvesting practices to allow the recovery of the bowhead whale population.

5.5.2 The NWMB shall conduct an Inuit knowledge study to record sightings, location and concentrations of bowhead whales in the Nunavut Settlement Area. The study shall be completed within five years of the date of ratification of the Agreement. The amount of \$500,000 shall be included in the NWMB budget for this study.

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## **PART 6: HARVESTING**

### ***Inuit Rights to Harvest***

- 5.6.1 Where a total allowable harvest for a stock or population of wildlife has not been established by the NWMB pursuant to Sections 5.6.16 and 5.6.17, an Inuk shall have the right to harvest that stock or population in the Nunavut Settlement Area up to the full level of his or her economic, social, and cultural needs, subject to the terms of this Article.
- 5.6.2 For the purpose of Section 5.6.1, full level of needs means full level of harvest.
- 5.6.3 Where a total allowable harvest for a stock or population of wildlife has been established by the NWMB pursuant to Sections 5.6.16 to 5.6.18, an Inuk shall have the right to harvest that species in accordance with the terms of this Article.
- 5.6.4 Any restriction or quota on the amount of wildlife that may be harvested that is in force immediately prior to the date of ratification of the Agreement shall be deemed to have been established by the NWMB, and shall remain in effect until removed or otherwise modified by the Board in accordance with this Article.

### ***Presumptions as to Needs***

- 5.6.5 Subject to Section 5.6.6, the NWMB shall presume as a matter of fact and without further evidence that Inuit need the total allowable harvest established by the NWMB of:
- (a) all bears;
  - (b) musk-ox;
  - (c) bowhead whales;
  - (d) all migratory birds and their eggs except migratory game birds, as listed in Part I of Schedule 5-3, during the fall season, beginning every September 1;
  - (e) all raptors, including owls; and
  - (f) eiderdown from eider duck nests.
- 5.6.6 Except where unpredicted and extensive growth of a wildlife population dictates otherwise, the NWMB shall not examine a presumption set out in Section 5.6.5 for the purpose of rebuttal until 20 years after the date of ratification of the Agreement.
- 5.6.7 The NWMB may examine a presumption for the purpose of rebuttal after 20 years has expired and at intervals thereafter of not less than five years.
- 5.6.8 The NWMB shall not be under any obligation to examine a presumption for the purpose of rebuttal unless requested to do so by the appropriate Minister of the

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Government of Canada or Territorial Government, or by an HTO or RWO.

5.6.9 In assessing the economic, social and cultural needs of Inuit, the NWMB shall consider:

- (a) actual levels of harvest;
- (b) availability of and accessibility to wildlife; and
- (c) the general economic, social and cultural conditions and circumstances of Inuit.

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

5.6.11 Presumptions as to need shall not be implemented so as, in themselves, to prevent government wildlife officers and researchers from harvesting wildlife for purposes of research or of predator or disease control, as approved by the NWMB.

***Furbearers***

5.6.12 No person other than a person mentioned in Section 5.6.13 may harvest furbearers in the Nunavut Settlement Area.

5.6.13 Subject to the terms of this Article, the following persons, may harvest furbearers in the Nunavut Settlement Area, namely:

- (a) an Inuk;
- (b) a person who on October 27, 1981, held a valid General Hunting Licence, and who actually harvested furbearers in those areas in the Nunavut Settlement Area, where that person desires to continue to harvest furbearers after the date of the ratification of the Agreement, the burden of proving that the person qualifies under this Sub-section being on that person; and
- (c) a person whose application has been approved and recommended by an HTO of the place where the applicant desires to harvest furbearers, and subject to any terms and conditions imposed by the HTO.

5.6.14 Persons mentioned in Sub-sections 5.6.13(b) and (c) shall be subject to laws of general application.

5.6.15 For the purposes of Section 5.6.13, a General Hunting Licence held by a person who is not an Inuk is deemed to be a personal licence only, and is neither transferable nor heritable.

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***Total Allowable Harvest***

- 5.6.16 Subject to the terms of this Article, the NWMB shall have sole authority to establish, modify or remove, from time to time and as circumstances require, levels of total allowable harvest or harvesting in the Nunavut Settlement Area.
- 5.6.17 A total allowable harvest of a stock or population may be expressed in numbers, weight or any other method considered appropriate by the NWMB and shall be expressed:
- (a) in the case of a species ordinarily harvested by members of a single HTO, in terms of a community total allowable harvest, and
  - (b) in the case of a species ordinarily harvested by members of more than one HTO, in terms of a regional total allowable harvest.
- 5.6.18 By the first anniversary of the commencement of the study pursuant to Part 5, the NWMB shall establish a total allowable harvest for harvesting by Inuit in the Nunavut Settlement Area of at least one bowhead whale, subject to Sections 5.3.3 to 5.3.6 and considering the results of the study to date and other information as may be available to it. For greater certainty, the decision of the NWMB respecting the total allowable harvest is subject to Sections 5.3.16 to 5.3.23. Thereafter, the total allowable harvest shall be dealt with by the NWMB from time to time under Sections 5.6.16 and 5.6.17, considering the results of the study and other information as may become available.

***Basic Needs Level***

- 5.6.19 Where a total allowable harvest has been determined by the NWMB in accordance with Sections 5.6.16 and 5.6.17, the NWMB shall strike a basic needs level in accordance with this Part.
- 5.6.20 The basic needs level shall constitute the first demand on the total allowable harvest. Where the total allowable harvest is equal to or less than the basic needs level, Inuit shall have the right to the entire total allowable harvest.
- 5.6.21 For each stock or population subject to a total allowable harvest at the commencement of the Study, the NWMB shall calculate a basic needs level according to either:
- (a) the aggregate of the greatest amount harvested in any one year during the study, and the average annual amount harvested over the five years of the Study, which aggregate is then divided by two; or
  - (b) the amount harvested in any year during the Study that is nominated by an HTO at the conclusion of the Study, and the nominated year shall apply to all species subject to a total allowable harvest at the commencement of the Study.
- 5.6.22 In making a calculation under Section 5.6.21, the method described in Sub-section

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5.6.21(a) shall be used unless an HTO elects within six months of the commencement of the Study to use the method described in Sub-section 5.6.21(b).

5.6.23 Where a total allowable harvest is established with respect to a stock or population not previously subject to a total allowable harvest, the NWMB shall calculate the basic needs level as the higher of:

(a) an amount based on data from the original five year harvest Study, calculated according to the method described in Sub-section 5.6.21(a), or, where an HTO has previously elected the method described in Sub-section 5.6.21(b), the harvest level of the stock or population in the identified year; or

(b) the aggregate of the greatest amount harvested in any one year during the five years prior to imposition of a total allowable harvest and the average annual amount taken over the five years of the Study, which aggregate is then divided by two.

5.6.24 In making any calculations under Sub-section 5.6.23(b), the NWMB shall rely on the best evidence available as to the levels of harvesting by Inuit in the five years prior to establishment of a total allowable harvest.

5.6.25 The NWMB shall establish the basic needs levels for beluga, narwhal and walrus within 12 months of the NWMB being established taking into account the fact that they are in short supply in some areas and therefore that the harvest by Inuit has been and is artificially low in relation to their needs and does not necessarily reflect their full level of needs.

***Adjusted Basic Needs Level***

5.6.26 The NWMB shall periodically review the basic needs level for each stock or population and determine whether an additional allocation is required to meet any or all of:

(a) increased consumption or use by Inuit;

(b) intersettlement trade; and

(c) marketing for consumption or use in the Nunavut Settlement Area.

5.6.27 In reaching its decision, the NWMB shall take into consideration the following factors:

(a) population growth and demographic change on a community and regional basis, including the establishment of new communities;

(b) changing patterns of consumption, assignment and other uses including adjustments for intersettlement trade and marketing in the Nunavut Settlement Area;

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- (c) the nutritional and cultural importance of wildlife to Inuit;
- (d) variations in availability of and accessibility to species other than the species under consideration; and
- (e) current use of wildlife for personal consumption by other residents in light of their length of residency.

5.6.28 Where review by the NWMB indicates that an adjustment is required, the NWMB shall set an adjusted basic needs level.

5.6.29 The adjusted basic needs level may expand up to the entire total allowable harvest. In any year the adjusted basic needs level may float upward or downward, but shall never fall below the basic needs level.

5.6.30 The NWMB shall conduct its review for various stocks or populations from time to time as requested by the appropriate Minister, by an HTO or RWO, or by a member of the NWMB.

#### ***Surplus***

5.6.31 The NWMB shall determine the allocation of the surplus in the following order and priority:

- (a) to provide for personal consumption by other residents as described in Sections 5.6.32 to 5.6.37;
- (b) to provide for the continuation of existing sports and other commercial operations as described in Section 5.6.38;
- (c) to provide for economic ventures sponsored by HTOs and RWOs as described in Section 5.6.39; and
- (d) to provide for other uses as described in Section 5.6.40.

#### ***Other Residents***

5.6.32 From the surplus the NWMB shall first allocate a portion for personal consumption by other residents.

5.6.33 Personal consumption by other residents means consumption in the Nunavut Settlement Area by other residents or by their dependents.

5.6.34 The allocation for other residents shall be up to 14% of the amount remaining after the allocation of the basic needs level.

5.6.35 In any year the NWMB may supplement the allocation to other residents for their personal consumption after the NWMB has satisfied the requirements of economic ventures sponsored by HTOs and RWOs as described in Section 5.6.39.

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5.6.36 When the allocation for other residents is calculated, the terms of access to such allocation shall be determined and administered by the appropriate government agency.

5.6.37 Harvesting by a person other than an Inuk shall be subject to this Article and all laws of general application.

***Existing Sports and Other Commercial Operations***

5.6.38 From the portion, if any, of the surplus remaining after the allocation to other residents, the NWMB shall allocate a portion adequate to sustain the continuation of sports and other commercial operations for which lawful authorization is still in existence at the time the surplus is being allocated.

***Priority Harvesting By Inuit Organizations***

5.6.39 From the portion of the surplus after the allocation for existing sports and other commercial operations, the NWMB shall allocate resources to support the establishment and continued operation of viable economic ventures, including sports and all other forms of commercial ventures, designed to benefit Inuit. These ventures must be sponsored by HTOs and RWOs.

***Allocation of the Remainder***

5.6.40 If any portion of the surplus remains, the NWMB shall allocate the remainder among commercial, commercial sports, recreational, or other uses, considering the various demands on the resource and the benefits that may accrue to the local economy. Any portion of the surplus allocated for commercial use will be governed by a limited entry system for commercial harvesting as described in Sections 5.6.45 to 5.6.47.

***Inuit Guides***

5.6.41 A person other than an Inuk who harvests big game must:

(a) hold a valid licence issued by the appropriate government agency; and

(b) for at least two years following the acquisition of the licence, be accompanied by an Inuk approved as a guide by an HTO in accordance with any qualifications established by the NWMB.

5.6.42 The requirement for a guide referred to in Subsection 5.6.41(b) shall not apply where the HTO waives such requirement or where no guides are approved by an HTO.

***Moving into the Nunavut Settlement Area***

5.6.43 Every Canadian citizen and permanent resident within the meaning of the *Immigration Act* who:

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(a) has been resident in the Nunavut Settlement Area for 18 months before the date of ratification of the Agreement, or

(b) has been resident in other parts of the Northwest Territories for 18 months preceding the date of ratification of the Agreement and who becomes ordinarily resident in the Nunavut Settlement Area within five years of the date of ratification of the Agreement,

shall be eligible for hunting and fishing privileges in the Nunavut Settlement Area without further residency requirement unless otherwise disqualified under laws of general application.

***General Hunting Licence Holders***

5.6.44 Provision may have to be made for the persons mentioned in Sub-section 5.6.13(b) who may need to live off the land while harvesting furbearers. Accordingly, the NWMB shall make best efforts to accommodate this potential demand.

***Limited Entry System***

5.6.45 In the allocation of commercial licences, preference will be given to:

(a) an applicant who has made his principal residence in the Nunavut Settlement Area for at least 18 continuous months prior to the submission of his or her application and such residence must be real and not notional; and

(b) applications which will likely provide direct benefits to the Nunavut Settlement Area economy, in particular through employment of local human and economic resources.

5.6.46 The limited entry system is not intended to exclude Inuit from applying for access to commercial opportunities, but Inuit shall have at least the same right to apply as all other persons who qualify and to have their applications considered on their merits.

5.6.47 A commercial licence issued under the limited entry system shall not exceed three years in length.

***Non-Quota Limitations***

5.6.48 Subject to the terms of this Article, the NWMB shall have sole authority to establish, modify or remove, from time to time and as circumstances require, non-quota limitations on harvesting in the Nunavut Settlement Area.

5.6.49 The NWMB may distinguish between Inuit harvesters and other harvesters in establishing or removing non-quota limitations, but non-quota limitations for Inuit harvesters shall not be more severe than limitations for other harvesters.

5.6.50 Non-quota limitations established on Inuit shall not unduly or unreasonably

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constrain their harvesting activities.

- 5.6.51 Non-quota limitations on harvesting in force at the date of the ratification of the Agreement shall be deemed to have been established by the NWMB, and shall remain in effect until removed or otherwise modified by the Board in accordance with this Article.

***Emergency Kills***

- 5.6.52 Notwithstanding anything else in this Article, a person may kill wildlife if it is necessary to preserve a human life or to protect that person's property.
- 5.6.53 Notwithstanding anything else in this Article, a person may kill and consume wildlife where it is necessary to prevent starvation.
- 5.6.54 Sections 5.6.52 and 5.6.53 shall not be construed as providing lawful excuse under any law of general application to a person who kills wildlife as a result of his or her mismanagement.
- 5.6.55 Valuable parts of wildlife killed under Sections 5.6.52 and 5.6.53 shall be disposed of by the NWMB to the appropriate RWO.

**PART 7: SPECIAL FEATURES OF INUIT HARVESTING**

***Hunters and Trappers Organizations (HTOs) and Regional Wildlife Organizations (RWOs)***

- 5.7.1 In addition to the functions given to the NWMB, the exercise of harvesting by Inuit shall be overseen by HTOs and RWOs.
- 5.7.2 Each community, and each outpost camp that prefers a separate organization, shall have an HTO. Membership in each HTO shall be open to all Inuit resident in a community. Each HTO may, by by-law, provide for classes of non-voting membership and privileges that flow therefrom, and may distinguish between persons who are Inuit by descent or custom, but who are not enrolled under Article 35 and other persons. Existing community Hunters and Trappers Associations may, subject to their adaptation to the provisions of this Article, act as HTOs. Two or more HTOs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.
- 5.7.3 The powers and functions of HTOs shall include the following:
- (a) the regulation of harvesting practices and techniques among members, including the use of non-quota limitations;
  - (b) the allocation and enforcement of community basic needs levels and adjusted basic needs levels among members;
  - (c) the assignment to non-members, with or without valuable consideration and

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conditions, of any portion of community basic needs levels and adjusted basic needs levels; and

(d) generally, the management of harvesting among members.

5.7.4 Each Region shall have an RWO. The Kitikmeot Wildlife Federation, the Keewatin Wildlife Federation and the Baffin Region Hunters and Trappers Association may, subject to their adaptation to the provisions of this Article, act as RWOs.

5.7.5 The board of directors of each RWO shall be made up of representatives from each HTO in the Region.

5.7.6 The powers and functions of RWOs shall include:

(a) the regulation of harvesting practices and techniques among the members of HTOs in the region, including the use of non-quota limitations;

(b) the allocation and enforcement of regional basic needs levels and adjusted basic needs levels among HTOs in the region;

(c) the assignment to any person or body other than an HTO, with or without valuable consideration and conditions, of any portion of regional basic needs levels and adjusted basic needs levels; and

(d) generally, the management of harvesting among the members of HTOs in the region.

5.7.7 Two or more RWOs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.

5.7.8 In conformity with this Article, each HTO and RWO shall develop and adopt by-laws guiding its operations.

5.7.9 Subject to Section 5.7.10, the NWMB, RWOs and HTOs shall develop guidelines indicating the extent to which each HTO shall be obliged to conform to by-laws and decisions of the RWO in its region.

5.7.10 Each HTO shall be obliged to conform to RWO by-laws and decisions in relation to allocation of regional basic needs levels and adjusted basic needs levels.

5.7.11 No by-law or decision of an HTO or RWO shall unreasonably prevent the individual Inuk from harvesting for the purpose of meeting the consumption needs of himself or herself and his or her dependents.

5.7.12 Every member of an HTO or RWO shall be subject to the by-laws of the organization. Each RWO and HTO shall develop its own by-laws, including by-laws to discipline its membership for violation of its by-laws.

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5.7.13 Adequate funding for the operation of HTOs and RWOs shall be provided by the NWMB.

5.7.14 HTOs and RWOs shall not exercise their authority pursuant to Sub-section 5.7.3(a) or 5.7.6(a) in such a way as to conflict with any other regulations governing harvesting practices and techniques.

***Suits to Protect An Inuk's Interest***

5.7.15 Where a right of action accrues to an Inuk, the HTO of which that Inuk is a member may, with the consent of that Inuk, sue on that Inuk's behalf.

***Right of Access by Inuit***

5.7.16 Subject to Section 5.7.18, all Inuit shall have the free and unrestricted right of access for the purpose of harvesting to all lands, water and marine areas within the Nunavut Settlement Area, except the lands described in Section 5.7.17, and without limiting the generality of the foregoing, the said right of access shall extend to all Crown lands, including, for greater certainty, Parks and Conservation Areas, and, to all lands vested in a municipal corporation.

***Lands Not Subject to Right of Access***

5.7.17 The rights of access granted by Section 5.7.16 shall not extend to:

(a) lands that are

(i) dedicated to military or national security purposes or being temporarily used for such purposes under the *National Defence Act*,

(ii) owned in fee simple, other than by municipal corporations, at the date of ratification of the Agreement,

(iii) granted in fee simple after the date of ratification of the Agreement, where such parcel of land is less than one square mile,

(iv) subject to an agreement for sale at the date of ratification of the Agreement, or

(v) subject to a surface lease current on October 27, 1981, and which lease has not been re-negotiated to provide for the right of access as contemplated and intended by Section 5.7.21; or

(b) any place within a radius of one mile of any building, structure or other facility on lands under a surface lease, an agreement for sale or owned in fee simple.

5.7.18 The right of access granted by Section 5.7.16 is subject to:

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- (a) laws of general application enacted for the purpose of public safety;
- (b) any restrictions established by the NWMB for the purpose of conservation;
- (c) in the case of Parks or Conservation Areas, any bilateral agreement between Inuit affected and the management agency of such Park or Conservation Area; and
- (d) any land use activity which has been authorized in accordance with any applicable requirements, including Articles 11 and 12, to the extent that the right of access is incompatible with that land use activity and for only as long as is necessary to permit that land use to be exercised.

5.7.19 In the event that an Inuk or a DIO disagrees with any interested party as to the incompatibility of harvesting activities with an authorized land use pursuant to Sub-section 5.7.18(d), the matter shall be resolved in accordance with Article 38.

5.7.20 In case of an inconsistency or conflict between measures taken pursuant to Sub-section 5.7.18(b) and (c), those measures taken under Sub-section (c) shall prevail to the extent of such inconsistency or conflict.

#### ***Government Undertakings in Relation to Surface Leases***

5.7.21 Where a surface lease of land in the Nunavut Settlement Area in existence on or before the date of ratification of the Agreement is, after the date of ratification of the Agreement,

- (a) to be renewed, or
- (b) to be transferred and Government consent is required,

Government shall insert in the renewed or transferred lease a condition to the following effect:

"This lease is subject to any rights of Inuit under their final land claims agreement to enter on to land in the Northwest Territories to pursue, capture, kill, or remove any wildlife, wildlife parts, or wildlife products therefrom; and the provision of any such agreement relating to the right of access shall form a part of this lease as if contained herein."

5.7.22 The obligation set out in Section 5.7.21 shall not apply to any lease for an area which is less than one square mile, or where Government would incur legal liability were such condition to be inserted, and a certificate under the hand of the Deputy Minister of Justice shall be sufficient evidence of such fact. Government shall notify the DIO of all applications for and granting of surface leases.

#### ***Restrictions on Right of Access and Harvesting***

5.7.23 Any term of contract that attempts to limit rights of access of or harvesting by an Inuk during the leisure hours of that employee shall be null and void against Inuit.

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- 5.7.24 Restrictions, which have been enacted for the purpose of conservation, governing access by Inuit to Parks and Conservation Areas which are in effect at the date of ratification of the Agreement will remain in force until such time as they are removed or replaced by the NWMB subject to Part 3, or through a bilateral agreement between management agencies and the affected Inuit.

***Rights of Navigation***

- 5.7.25 The right of access granted by Section 5.7.16 shall not impede the exercise of the rights of navigation.

***Licensing***

- 5.7.26 Subject to the terms of this Article, an Inuk with proper identification may harvest up to his or her adjusted basic needs level without any form of licence or permit and without imposition of any form of tax or fee.
- 5.7.27 Pursuant to legislation governing commercial fishing, Inuit may be required to obtain a commercial licence from the appropriate management agency for the commercial harvest of those species of marine fish and shellfish not harvested commercially during the 12 months preceding October 27, 1981. Such licences shall not be unreasonably withheld or subject to an unreasonable fee.
- 5.7.28 Where any economic venture referred to in Section 5.6.39 has been approved in accordance with terms of this Article, a licence shall be issued forthwith by the appropriate Minister at a fair fee in accordance with the laws of general application.
- 5.7.29 Inuit may be required to obtain a licence from the responsible management agency for the harvest of those species of cetaceans not regularly harvested during the 12 months preceding October 27, 1981. Such licences shall not be unreasonably withheld or subject to an unreasonable fee.

***Disposition of Harvest***

- 5.7.30 Subject to Sections 5.6.26 to 5.6.30 and 5.7.31 to 5.7.33, an Inuk shall have the right to dispose freely to any person any wildlife lawfully harvested. The right to dispose shall include the right to sell, barter, exchange and give, either inside or outside the Nunavut Settlement Area.
- 5.7.31 An Inuk may be required by the appropriate government agency to obtain a permit to transport wildlife outside the Nunavut Settlement Area. If such a permit is required, the federal or territorial government agency shall issue the permit upon demand, unless it has good cause for refusing, and the permit may contain terms and conditions as established by laws of general application. Unless the wildlife in question has been harvested from the surplus, any fee for such permit shall be waived.

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5.7.32 Notwithstanding the right of free disposition in Section 5.7.30, the Freshwater Fish Marketing Corporation may have a role to play in the marketing of freshwater fish outside the Nunavut Settlement Area. Inuit are dissatisfied with the current operations of the Corporation. The NWMB shall be responsible for examining the concerns of Inuit and shall advise the Minister on appropriate remedial action.

5.7.33 Inuit are subject to laws of general application regarding the sale or offer for sale of any migratory bird, migratory bird's egg, or parts thereof.

***Assignment***

5.7.34 Subject to Section 5.7.3 an Inuk, and subject to Section 5.7.6, an RWO or an HTO may, except as provided for in Section 5.7.35:

(a) assign the right to harvest to

(i) an Inuk, or

(ii) the spouse or person cohabiting as the spouse of an Inuk,

and in all such cases the assignment of the right to harvest shall of itself also carry with it that share of the total allowable harvest as stated in the assignment; and

(b) assign part or all of his, her or its share of the total allowable harvest to a person qualified to harvest under laws of general application.

5.7.35 Notwithstanding anything in Section 5.7.34,

(a) any future total allowable harvest for migratory birds and their eggs between March 10 and September 1 in any given year, and

(b) the harvest authorized by Article II, Section 3 of the Schedule to the *Migratory Birds Convention Act*, R.S.C. 1985, c.M-7,

shall not be assignable to persons mentioned in Sub-section 5.7.34(b), unless permitted by laws of general application.

5.7.36 Upon proof of a promise to assign under Sub-section 5.7.34(b), a licence shall not be unreasonably withheld from a promised assignee who is an Inuk, by descent or custom. Such licence shall be issued without charge.

5.7.37 An assignee referred to in Sub-section 5.7.34(a) shall be subject to the same restrictions as an assignor.

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- 5.7.38 An assignment of a share of a total allowable harvest acquired under Section 5.6.39 or Sections 5.6.45 to 5.6.47 shall be subject to any terms or conditions under which access to the share was acquired.
- 5.7.39 No assignment by an Inuk of a right to harvest shall be for a term, including any option for renewal, exceeding one year. Any assignment for a term exceeding one year shall be void.
- 5.7.40 No assignment by an HTO or RWO of a right to harvest shall be for a term, including any option for renewal, exceeding three years. Any assignment for a term exceeding three years shall be void.
- 5.7.41 Any trophy fees levied on wildlife harvested in the Nunavut Settlement Area shall be set by the NWMB.

#### ***Methods of Harvesting***

- 5.7.42 An Inuk or assignee pursuant to Sub-section 5.7.34(a) may employ any type, method or technology to harvest pursuant to the terms of this Article that does not:
- (a) conflict with a non-quota limitation on type, method or technology of harvest established by the NWMB for a valid conservation purpose under Sections 5.6.48 to 5.6.51;
  - (b) conflict with laws of general application regarding humane killing of wildlife, public safety and firearms control; or
  - (c) result in harmful alteration to the environment.

#### ***Provision of Information***

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

#### ***Enforcement***

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

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## **PART 8: RIGHTS OF FIRST REFUSAL AND TO USE GOVERNMENT LAND**

### ***Sports and Naturalist Lodges***

5.8.1 DIOs shall have the right of first refusal to establish new sports lodges and naturalist lodges in the Nunavut Settlement Area subject only to the following conditions:

(a) Government is under no obligation to disclose any matter in an application which has been submitted on the faith of it being kept confidential;

(b) all material environmental and economic information available to any government agency independent of the application itself but pertinent thereto shall be made available to a DIO exercising the right of first refusal;

(c) generally, the procedures and time requirements conforming to current practice and, specifically, the steps set out in Schedule 5-6 shall be followed; and

(d) if a DIO exercises a right of first refusal, but subsequently fails to establish a new sports lodge or naturalist lodge in accordance with Schedule 5-6 without just cause, the Minister may declare that its right of first refusal has lapsed; in such circumstances, the area may be made available to other applicants and the DIO shall not have a further right of refusal over such applicants, except at the discretion of the Minister.

5.8.2 Upon request, Government shall lease, at usual rent, adequate and suitable lands to DIOs as are reasonably necessary for the purpose of establishing and operating sports lodges and naturalist lodges.

5.8.3 All sports lodges and naturalist lodges referred to in Sections 5.8.1 and 5.8.2 shall be subject to laws of general application.

### ***Propagation, Cultivation and Husbandry***

5.8.4 DIOs shall have the right of first refusal to establish and operate facilities, other than government facilities, for the purpose of indigenous wildlife and reindeer propagation, cultivation or husbandry. The conditions referred to in Sub-sections 5.8.1(a), and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.

5.8.5 Upon request, Government shall make available to DIOs, at nominal cost, such lands as are adequate, suitable and reasonably necessary for the purpose of establishing and operating facilities for propagation, cultivation or husbandry of indigenous wildlife or reindeer. The lands may be granted in fee simple, under lease or by licence of occupation or in such other manner as to implement the intent of Section 5.8.4. and this Section.

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- 5.8.6 All activities for the purpose of propagation, cultivation or husbandry of indigenous wildlife and reindeer referred to in Sections 5.8.4 and 5.8.5 shall be subject to laws of general application.

***Marketing of Wildlife in the Nunavut Settlement Area***

- 5.8.7 DIOs shall have the right of first refusal to market wildlife, wildlife parts and wildlife products in the Nunavut Settlement Area. The conditions referred to in Sub-sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.

- 5.8.8 All facilities for the marketing of wildlife, wildlife parts and wildlife products referred to in Section 5.8.7 shall be subject to laws of general application.

***Wildlife Parts and Products***

- 5.8.9 DIOs shall have the right of first refusal to carry out any venture aimed at the commercial collection or processing of non-edible wildlife parts and wildlife products. The right of first refusal shall extend to non-edible wildlife parts and wildlife products available as a consequence of a kill or as recoverable in an inanimate form. The conditions referred to in Sub-sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.

***Transitional Provisions***

- 5.8.10 The rights of first refusal referred to in Sections 5.8.4, 5.8.7 and 5.8.9 do not apply to ventures that exist at the date of ratification of the Agreement or to renewals thereof.

**PART 9: INTERNATIONAL AND DOMESTIC INTERJURISDICTIONAL AGREEMENTS**

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

- 5.9.2 The Government of Canada shall include Inuit representation in discussions leading to the formulation of government positions in relation to an international agreement relating to Inuit wildlife harvesting rights in the Nunavut Settlement Area, which discussions shall extend beyond those discussions generally available to non-governmental organizations.

- 5.9.3 Inuit representatives referred to in Section 5.9.2 shall be nominated by a DIO.

- 5.9.4 Subject to Section 5.9.1 all harvesting in the Nunavut Settlement Area shall be subject to legislation implementing those terms of an international agreement that

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were in existence at the date of ratification of the Agreement.

- 5.9.5 Government agrees that NWMB shall have a role in the negotiation or amendment of domestic interjurisdictional agreements commensurate with its status and responsibilities in the management of wildlife in the Nunavut Settlement Area.

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## **SCHEDULE 5-1**

### **BIG GAME**

(Section 5.1.1 "big game")

Canis - coyotes and wolves

Gulo - wolverine

Ovibos - muskox

Ursus - bears

Odobenidae - walrus

Cervidae - including caribou, moose, deer and reindeer

## **SCHEDULE 5-2**

### **FURBEARERS**

(Section 5.1.1 "furbearers")

Spermophilus - Arctic ground squirrel

Tamiascirus - red squirrels

Lepus - hares

Castor - beaver

Alopex - white fox and arctic fox

Vulpes - red, cross, black and silver fox

Canis - wolves and coyotes

Mustela - ermine, weasels, least weasels and mink

Gulo - wolverine

Lutra - otter

Martes - martens and fishers

Lynx - lynx

Ondatra - muskrat

Ursus - bears

Mephitis - striped skunk

Lemmus - brown lemming

Dicrostony - collared lemming

Synaptomys - northern bog lemming

Penacomys - heather vole

Clethrionomys - red-backed vole

Microtus - meadow vole

Marmota - marmot, groundhog or woodchuck

## **SCHEDULE 5-3**

### **MIGRATORY BIRDS**

(Section 5.1.1 "migratory birds", Subsection 5.6.5(d))

Migratory birds for the purposes of this Schedule include all birds listed within the *Migratory Birds Convention Act*, related schedules and regulations as of 1987. However, only those

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migratory birds known to frequent or range close to the Nunavut Settlement Area are listed below.

All family names of migratory birds listed below contain species found in Nunavut and are therefore listed recognizing that some families contain some species not found in the Nunavut Settlement Area.

### **Part I - Migratory Game Birds**

- Anatidae - including geese, ducks and swans
- Gruidae - including cranes
- Rallidae - including rails, coots and gallinules
- Columbidae - including pigeons and doves
- Charadriidae - including plovers
- Scolopacidae - including sandpipers, phalaropes, allies
- Limnicolae - shorebirds including godwits, curlews, tattlers, turnstones, woodcocks, snipes, dowitchers and knots

### **Part II - All Other Migratory Birds of the Nunavut Settlement Area**

- Gaviidae - including loons
- Podicipedidae - including grebes
- Procellariidae - including shearwaters, petrels and fulmars
- Hydrobatidae - including leach's storm petrels
- Sulidae - including gannets
- Ardeidae - including the American bittern
- Paridae - including titmice and chickadees
- Sittidae - including nuthatches
- Certhiidae - including creepers
- Cinclidae - including the North American dipper
- Laridae - including gulls, terns, kittiwakes, skuas, jaegers and skimmers
- Alcidae - including auks, murres and puffins, guillemots and auklets
- Caprimulgidae - including the common nighthawk
- Picidae - including woodpeckers and flickers
- Tyrannidae - including tyrant flycatchers and phoebes
- Alaudidae - including larks
- Hirundinidae - including swallows
- Troglodytidae - including the winter and marsh wren
- Mimidae - including mockingbirds and thrashers
- Muscicapidae - including thrushes, the American robin and the northern wheatear
- Motacillidae - including wagtails and pipits
- Bombycillidae - including waxwings
- Laniidae - including the northern shrike
- Vireonidae - including vireos
- Fringillidae - including finches and grosbeaks
- Emberizidae - including wood warblers, tanagers, sparrows, snow buntings, blackbirds and northern orioles

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## **SCHEDULE 5-4**

### **OATH OF OFFICE FOR MEMBERS OF THE NUNAVUT WILDLIFE MANAGEMENT BOARD**

(Section 5.2.6)

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 Nunavut Wildlife Management Board. (So help me God.)

## **SCHEDULE 5-5**

### **TERMS OF REFERENCE FOR THE NUNAVUT WILDLIFE HARVEST STUDY**

(Section 5.4.1)

#### **Research, Methodology, Design and Reporting**

The study shall be conducted primarily by means of a diary/calendar record kept by harvesters of all wildlife harvested daily. The records shall be kept in prepared diary/calenders which shall be given to community interviewers. The community interviewers shall interview respondents, and translate and transcribe the harvest records onto tabulation sheets for processing. The results of the study shall be reported and portrayed geographically. In particular, the specific location, where possible, of wildlife harvested shall be recorded. The study shall gather data from specific settlements for defined geographical regions over specified periods of time.

## **SCHEDULE 5-6**

### **RIGHT OF FIRST REFUSAL REGARDING SPORTS AND NATURALIST LODGES**

(Sections 5.8.1, 5.8.4., 5.8.7., 5.8.9)

Steps to be followed when exercising a right of first refusal pursuant to Section 5.8.1.

1. Upon receipt of a letter of interest from an individual other than an Inuk or an organization other than the DIO to establish a sports lodge or naturalist lodge, the Territorial Government shall notify the DIO in writing of such interest.
2. The DIO shall have 120 days after receipt of a notice under Paragraph 1 to inform the Territorial Government of its intent to exercise the right of first refusal.
3. The Territorial Government shall have 21 days from receipt of written notice from the DIO to notify the original applicant of the DIO's intentions.

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4. The DIO shall have 120 days within which to complete any required community consultations and to register a site specific proposal with the Territorial Government.
5. The Territorial Government shall have 60 days after the completion of the requirements of Paragraph 4 to approve the proposal, with or without conditions, or to reject the proposal.
6. If the proposal is approved, the DIO shall have 230 days within which to acquire any required building permits and to submit copies of all building plans.
7. After having complied with the requirements of Paragraph 6, the DIO shall have 590 days within which to complete all construction and to secure the approval of the appropriate building inspection agencies.
8. The Minister may extend any time periods listed in this schedule when requested by the DIO.

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## ARTICLE 6

### WILDLIFE COMPENSATION

#### PART 1: DEFINITIONS AND INTERPRETATION

6.1.1 In this Article:

"claimant" means Inuit or an Inuk;

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

"developer" means any person engaged in development activity;

"development" means any commercial or industrial undertaking, any municipal, territorial, provincial or federal government undertaking or extension thereof, on land or water in the Nunavut Settlement Area and in Zones I and II but does not include:

(a) marine transportation; or

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

"wildlife" does not include flora.

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

#### PART 2: APPLICATION

6.2.1 The wildlife compensation provisions in Articles 20 and 21 apply to damage which can be determined in advance. All other claims for wildlife compensation will be made through the provisions of this Article.

6.2.2 Subject to Section 6.2.3, this Article shall apply to marine transportation directly associated with any commercial or industrial or any municipal, territorial, provincial or federal government undertaking, or any extension thereof, on land or water in the Nunavut Settlement Area and in Zones I and II but does not apply to marine transportation not directly associated with such undertakings.

6.2.3 The Government of Canada shall specify a person, a fund, or both, capable of

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assuming the liability for marine transportation imposed under this Article by Section 6.2.2, and that specified person, or fund, or both, shall be considered to be a developer and that marine transportation shall be considered to be a development activity for the purpose of this Article.

- 6.2.4 In respect of commercial marine transportation through waters in the Nunavut Settlement Area and in Zones I and II, other than for marine transportation to which this Article applies pursuant to Section 6.2.2, Inuit will be entitled to wildlife compensation under laws of general application. Provision for such wildlife compensation under laws of general application in the Nunavut Settlement Area shall provide protection for Inuit on at least as favourable a basis as protection afforded to wildlife harvesters in other marine areas of Canada under laws of general application.

### **PART 3: GENERAL PRINCIPLE OF LIABILITY**

- 6.3.1 A developer is liable absolutely, without proof of fault or negligence, for loss or damage suffered by a claimant as a result of its development activity within the Nunavut Settlement Area in respect of:
- (a) loss or damage to property or equipment used in wildlife harvesting or to wildlife reduced into possession;
  - (b) present and future loss of income from wildlife harvesting; and
  - (c) present and future loss of wildlife harvested for personal use by claimants.
- 6.3.2 A developer is not liable where that developer establishes that the loss or damage was wholly the result of an act of war, hostilities, civil war, insurrection, or natural phenomenon of an exceptional, inevitable and irresistible character.
- 6.3.3 Claimants shall make all reasonable attempts to mitigate against any loss or damage.
- 6.3.4 Legislation may provide for appropriate limits of liability of developers or the methods of setting such limits and shall also require proof of fiscal responsibility and may also provide for security deposits and any other matters not inconsistent with this Article. Recognizing Inuit concerns regarding collection of compensation, Government will give consideration to including enforcement mechanisms. Limits on liability will be set at levels sufficient to cover reasonably foreseeable damages in relation to various development activities.

### **PART 4: PROCEDURE FOR MAKING A CLAIM**

- 6.4.1 A claimant, or a DIO or HTO on behalf of a claimant, shall make a claim for loss or damage in writing to the developer. If the claim is not settled within 30 days, the developer or the claimant, or a DIO or HTO on behalf of the claimant, may submit the claim to the Tribunal.

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- 6.4.2 For the purposes of this Article only, a claimant may also bring before the Tribunal claims in respect of development activities in Zones I and II and the claim will be dealt with in accordance with this Article.
- 6.4.3 In hearing a claim, the Tribunal is not bound by strict rules of evidence and may take into account any material which it considers relevant. The Tribunal in hearing a claim shall give due weight to Inuit knowledge of wildlife and the environment and shall take into account the social, cultural and economic importance of wildlife to Inuit. The Tribunal may appoint experts and may call witnesses.
- 6.4.4 As a general principle, compensation shall not be a guaranteed annual income in perpetuity. A compensation award may be reviewed by the Tribunal at the request of either party to the hearing.
- 6.4.5 A claim must be made within three years of the date on which the loss or damage occurred, or within three years of the date on which the loss or damage became known to the claimant.
- 6.4.6 The Tribunal shall hear the case and determine liability and compensation. The Tribunal shall make a decision within 30 days of completing the hearing of a claim.
- 6.4.7 Recognizing that it is the intention that loss or damage suffered by a claimant should be minimized by expeditious processing of claims and payment of compensation, the Tribunal may:
- (a) deal with a claim in respect of loss or damage to property or equipment used in wildlife harvesting or to wildlife reduced into possession before proceeding to hear evidence on any other loss or damage;
  - (b) require that interest be paid on monetary compensation at a rate set by the Tribunal; and
  - (c) provide for additional compensation to cover any additional loss or damage, and costs, including costs of collection, that may result from any delay in fulfilling the terms of a compensation decision.
- 6.4.8 At the request of a claimant, the Tribunal shall register the compensation decision in the superior court having jurisdiction over the Nunavut Settlement Area and the claimant may use that court to enforce the decision. The Tribunal may provide assistance in the enforcement of its decision.
- 6.4.9 When the Tribunal decides where to hold a hearing, the convenience of the claimant shall be a major factor.
- 6.4.10 When the Tribunal determines that loss or damage was caused by more than one developer, those developers shall be severally liable. The Tribunal shall apportion liability in accordance with generally accepted principles of statute and common law.

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- 6.4.11 The expenses incurred by the Tribunal in determining claims under this Article shall not be borne by the claimant nor any DIO or HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant shall not be the responsibility of the NWMB.

#### **PART 5: OTHER MATTERS**

- 6.5.1 Where an IIBA includes wildlife compensation provisions, that agreement shall preclude the need to address wildlife compensation under Articles 20 and 21.
- 6.5.2 In negotiating an IIBA, or an agreement referred to in Section 6.6.2, the parties to such negotiations are not limited to the definition of loss or damage in this Article. Subject to this Section, for all other purposes of the Agreement, wildlife compensation shall be interpreted to mean compensation for that loss or damage referred to in Section 6.3.1.

#### **PART 6: SAVINGS**

- 6.6.1 The provisions of this Article are without prejudice to any other rights or remedies that the claimant may have under laws of general application with respect to loss or damage arising out of development activity. However, if the claim is referred to the Tribunal under Section 6.4.1, the decision of the Tribunal shall be conclusive in relation to all losses or damages described in Sub-sections 6.3.1(a), (b) and (c), subject only to review by the Federal Court of Appeal under Section 28 of the *Federal Court Act*, R.S.C. 1985, c.F-7. If a claim against a developer is dismissed, a claimant is not precluded from claiming the same loss or damage against a different developer.
- 6.6.2 Nothing in this or any other Article relating to wildlife compensation prevents Inuit and a developer from entering into a wildlife compensation agreement that would replace all other obligations in relation to wildlife compensation under this Agreement.
- 6.6.3 Nothing in this Article shall be construed as limiting or restricting any right of recourse that a developer who is liable under Part 3 may have against any person other than the claimant.

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# **ARTICLE 7**

## **OUTPOST CAMPS**

### **PART 1: DEFINITIONS AND INTERPRETATION**

7.1.1 In this Article:

"outpost camp" means a camp occupied by families or other groups of Inuit who occupy the particular location on a temporary, seasonal, intermittent, semi-permanent or a year round basis for the purposes of wildlife harvesting and the associated use and enjoyment of lands, and includes

- (a) the residential base, and
- (b) the surface lands on which the residential base rests and the surface of lands within a distance of two kilometres from the centre of the residential base,

but does not include any randomly occupied locations used only for periods of several days or weeks.

7.1.2 This Article shall be interpreted so as to be consistent with Article 5.

### **PART 2: CROWN LANDS AVAILABLE FOR OUTPOST CAMPS**

7.2.1 Inuit may, subject to the terms of the Agreement, continue to occupy outpost camps.

7.2.2 From the date of ratification of the Agreement, Inuit may, subject to the exceptions mentioned in Sections 7.2.3 and 7.2.4, and also subject to the approval of the appropriate HTO or HTOs, establish and occupy new outpost camps in any lands in the Nunavut Settlement Area where Inuit enjoy a general right of access for the purpose of wildlife harvesting as granted by Section 5.7.16. The approval of the appropriate HTO or HTOs shall not be unreasonably withheld.

7.2.3 Outpost camps shall not be established on lands:

- (a) that are held in fee simple and are not Inuit Owned Lands or lands owned by a Municipal Corporation;
- (b) that are held under surface lease; or
- (c) that are within the municipal boundaries, without the approval of the Municipal Corporation, provided that such approval shall not be unreasonably withheld.

7.2.4 Inuit may establish outpost camps in Parks and Conservation Areas, except where

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the establishment of such camps is inconsistent with the requirements of the Park or Conservation Area management plan required in Sections 8.4.13 and 9.3.7. Site locations shall be determined as provided by an IIBA between the DIO and the appropriate management agency.

### **PART 3: TENURE OF OUTPOST CAMPS**

- 7.3.1 Inuit shall occupy the outpost camps referred to in Sections 7.2.1 and 7.2.2 as tenants-at-will.
- 7.3.2 A tenancy-at-will shall continue until Inuit occupants receive notice from Government of an intention to make use of the lands so occupied for purposes that would be inconsistent with the presence of the camp, or would remove the lands from the general right of access by Inuit for wildlife harvesting as granted by Section 5.7.16. Upon receipt of written notice, the occupants shall have a reasonable period of time within which to remove their possessions.
- 7.3.3 Where Inuit notify Government of their actual or intended occupation of an outpost camp and where Government does not identify in writing any use or interest that would be inconsistent in the immediate future with the presence of the camp, Inuit may, notwithstanding anything in Section 7.3.2, continue to occupy the camp until one year after Government has given notice in writing of an intention to make use of the lands.

### **PART 4: GOVERNMENT TO MAKE LANDS AVAILABLE**

- 7.4.1 Upon request by potential occupiers of outpost camps or by a DIO on their behalf, governmental owners of lands in the Nunavut Settlement Area shall make available such lands as are adequate, suitable and reasonably necessary for the purpose of establishing outpost camps. The lands may be provided under lease or by licence of occupation or in such other manner as to implement the intent of this section. The term shall be for five years or such longer period as may be reasonable. Renewal of a lease, upon request by the occupiers or by the DIO on their behalf, shall not be unreasonably withheld. Where an outpost camp is requested for establishment in Parks and Conservation Areas, Section 7.2.4 will apply.

### **PART 5: GENERAL RIGHTS**

- 7.5.1 Inuit occupying or establishing outpost camps shall not be liable to pay any fee, levy, rent or like tax for the purpose of such occupation or establishment, associated with the purposes of wildlife harvesting.
- 7.5.2 The holders of rights in the subsurface of lands occupied as outpost camps shall enjoy the same rights of access as are available to subsurface rights holders through common law or statute.
- 7.5.3 As a general principle, the internal operation and management of outpost camps shall be left to the discretion of Inuit occupying the camp.

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## **PART 6: OTHER MATTERS**

- 7.6.1 Organizations and agencies responsible for the management of wildlife, lands, resources or the offshore as provided for in the Agreement or legislation shall endeavor to protect the interests and well-being of Inuit occupying outpost camps.
- 7.6.2 Nothing in the Agreement shall prevent outpost camps from becoming communities or municipalities.
- 7.6.3 Inuit may establish, subject to Section 7.2.4, outpost camps on archaeological sites. The Trust may develop policy guidelines for the use and occupation of archaeological sites. The Trust may put in place terms and conditions regarding the use and occupation of a site or sites.

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# ARTICLE 8

## PARKS

### PART 1: DEFINITIONS

8.1.1 In this Article:

"National Park Natural Regions" means the terrestrial natural regions as described in National Parks System Plan 1990 published by Environment Canada;

"Zone I - Special Preservation" means specific areas or features which deserve special preservation because they contain or support unique, rare or endangered features or the best examples of natural features;

"Zone II - Wilderness" means extensive areas which are good representations of each natural history themes of the Park and which will be maintained in a wilderness state.

### PART 2: NATIONAL PARKS

#### *General Desirability*

8.2.1 It is desirable to establish National Parks in National Parks Natural Regions 39, 38, 37, 36, 28, 26, 25, 17, 16 and 15. The Canadian Parks Service shall work with the DIO, affected communities, and the Territorial Government to establish National Parks required by the Government of Canada in the Nunavut Settlement Area to complete representation of those National Park Natural Regions, recognizing that only National Park Natural Regions 39, 37 and 26 lie exclusively within the Nunavut Settlement Area.

#### *Auyuittuq National Park*

8.2.2 Auyuittuq National Park Reserve shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for Auyuittuq National Park within two years of the date of ratification of the Agreement. The boundaries of Auyuittuq National Park on the date of establishment and the boundaries of Auyuittuq National Park Reserve on the date of ratification shall be as defined in Schedule 8-1.

#### *National Park - Ellesmere Island*

8.2.3 Ellesmere Island National Park Reserve shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4, unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within two years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in Schedule 8-2.



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***National Park - North Baffin***

- 8.2.4 The area withdrawn by Order-In-Council P.C. 1992 - 345 dated 27 February 1992 for a National Park in North Baffin shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within three years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in that Order in Council unless otherwise agreed to by the Government of Canada and the DIO.

***National Park Proposal - Wager Bay***

- 8.2.5 Recognizing that the parcels of Inuit Owned Lands RE-31/56H and RE-32/56H may lie within the boundaries that may be proposed for a National Park on Wager Bay, Government and the DIO shall consider possible exchanges of some of those lands for other lands during the consultation process leading to a decision on Park establishment. Any lands acquired by the DIO in such an exchange shall have the status of Inuit Owned Lands and any lands relinquished shall cease to be Inuit Owned Lands.

***Changes to National Parks***

- 8.2.6 Where the Government of Canada at any time intends to redraw the boundaries of a National Park, or otherwise act, so as to remove lands from a National Park, it shall:
- (a) first conduct an extensive process of public consultation; and
  - (b) offer the lands to the DIO
    - (i) at a favourable price where the Government of Canada intends to dispose of the land, or
    - (ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Government of Canada intends to remove the lands from National Park status solely for the purpose of establishing its own facilities or operations on the lands in question.

- 8.2.7 Sub-section 8.2.6(b) shall not apply to marine areas within National Parks.

***Park Management***

- 8.2.8 Subject to provisions of an IIBA in relation to a National Park, each National Park in the Nunavut Settlement Area shall contain a predominant proportion of Zone I - Special Preservation and Zone II - Wilderness.
- 8.2.9 The establishment of new National Parks in the Nunavut Settlement Area after the

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date of the ratification of the Agreement shall be subject to Articles 11 and 12, but those Articles shall not apply to the Auyuittuq, Ellesmere Island or North Baffin National Parks.

- 8.2.10 Article 11 shall not apply to or within the boundaries of National Parks, once established.
- 8.2.11 Article 12 shall apply to project proposals in the National Parks.
- 8.2.12 Water use in the National Parks shall be regulated in accordance with park management plans and laws of general application. The jurisdiction of the NWB within National Parks shall be determined in relevant legislation. Where water use in National Parks affects Inuit water rights in Inuit Owned Lands, Inuit shall be entitled to compensation as set out in Article 20 or in relevant IIBAs.

### **PART 3: TERRITORIAL PARKS**

#### *General Desirability*

- 8.3.1 It is generally desirable to establish Territorial Parks in the Nunavut Settlement Area.
- 8.3.2 Where the Territorial Government at any time intends to re-draw the boundaries of a Territorial Park, or otherwise act, so as to remove lands from a Territorial Park, it shall:
  - (a) first conduct an extensive process of public consultation; and
  - (b) offer the lands to a DIO
    - (i) at a favourable price where the Territorial Government intends to dispose of the lands, or
    - (ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Territorial Government intends to remove the lands from Territorial Parks status solely for the purpose of establishing its own facilities or operations on the lands in question.
- 8.3.3 Subsection 8.3.2(b) shall not apply to marine areas within Territorial Parks.

#### *Involvement of Inuit - Generally*

- 8.3.4 The territorial government and Inuit agree to the general desirability of involving Inuit, and other local residents, in the planning and management of Territorial Parks in the Nunavut Settlement Area. Accordingly, in addition to all other rights and benefits of these provisions, Inuit and other local residents of the Nunavut Settlement Area shall be involved in the planning and management of Territorial Parks in the Nunavut Settlement Area.

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### ***Parks Management***

- 8.3.5 The establishment of new Territorial Parks in the Nunavut Settlement Area after the date of the ratification of the Agreement shall be subject to Articles 11 and 12.
- 8.3.6 Article 11 shall not apply to or within the boundaries of Territorial Parks once they have been established.
- 8.3.7 Article 12 shall apply to project proposals in Territorial Parks.
- 8.3.8 Articles 13 and 20 shall apply to waters in Territorial Parks in the Nunavut Settlement Area.
- 8.3.9 When the Territorial Government and the affected DIOs agree, they may negotiate Inuit participation in the planning and management of Territorial Parks on a Regional or by a Territorial Park category basis.

### ***Proposed Katannilik Territorial Park***

- 8.3.10 In the event that the proposed Katannilik Territorial Park is established prior to the date of the ratification of the Agreement so as to enclose the Inuit Owned Lands Parcel LH-5/25K, such establishment shall in no way limit the rights of access flowing to the DIO, as a consequence of its ownership of the minerals, at common law and as recognized by the Agreement, but the rights of access are subject to any conditions in an IIBA respecting the protection of the environment and the integrity of the Park.
- 8.3.11 In the event that the proposed Katannilik Territorial Park is not established prior to the date of ratification of the Agreement, the DIO shall have the right to acquire, as Inuit Owned Lands in the form described in Sub-section 19.2.1(b), any or all of Inuit Lands Identification Parcels LH-25K-O1, LH-25K-O1(SSO1) and LH-25N-O1 as shown on the two maps titled *Inuit Lands Identification Parcels* on deposit with the registrar in exchange for an equal amount of Inuit Owned Lands within the South Baffin Land Use Region as defined in Schedule 19-3.

## **PART 4: GENERAL PROVISIONS APPLICABLE TO BOTH NATIONAL PARKS AND TERRITORIAL PARKS**

### ***Generally***

- 8.4.1 This Part shall apply to National Parks established by the Government of Canada and Territorial Parks established by the Territorial Government.

### ***Inuit Impact and Benefit Agreements (IIBAs)***

- 8.4.2 No Park shall be established in the Nunavut Settlement Area until the obligations set out in Sections 8.4.4 and 8.4.5 have been complied with.
- 8.4.3 Where the Government of Canada, the Territorial Government and the DIO are

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agreeable, the Territorial Government may be made a party to the negotiation and conclusion of an IIBA pertaining to a National Park.

- 8.4.4 Prior to the establishment of a Park in the Nunavut Settlement Area, the Government responsible for the establishment of the Park, and in the case of the Government of Canada, the Canadian Parks Service in concert with other affected federal government agencies, and a DIO shall negotiate, in good faith, for the purpose of concluding an IIBA. An IIBA negotiated under this Article shall include any matter connected with the proposed park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit either on a Nunavut-wide, regional or local basis. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 8-3 shall be considered appropriate for negotiation and inclusion within an IIBA in relation to a Park.
- 8.4.5 If the Government responsible for the establishment of the Park and the DIO cannot agree on the terms of an IIBA in a reasonable period of time, they shall select a conciliator who shall submit a report to the Minister, for his consideration and decision. The obligation to conclude an IIBA with respect to any proposed Park, shall endure only as long as the other party is acting in good faith and reasonably. This Section shall not derogate from the requirement of Sections 8.4.11 to 8.4.14.
- 8.4.6 With respect to Territorial Parks that have been established prior to and continue to exist at the date of ratification of the Agreement, the Territorial Government and DIO are obligated to conclude an IIBA prior to the fifth anniversary of the date of ratification of the Agreement.
- 8.4.7 Except where an IIBA in good standing indicates otherwise, every agreement shall be re-negotiated at least every seven years.

***Other Inuit Economic Benefits***

- 8.4.8 Where Government intends to contract for the establishment, operation or maintenance of park facilities in the Nunavut Settlement Area, Government shall:
- (a) give preferential treatment to qualified Inuit contractors where Government proposes to tender such contracts; and
  - (b) ensure that all contractors give preferential treatment to Inuit.
- 8.4.9 A DIO shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the Nunavut Settlement Area.
- 8.4.10 Sections 8.4.8 and 8.4.9 shall not restrict the provisions of an IIBA in relation to a proposed Park in the Nunavut Settlement Area that deals with economic benefits for Inuit.

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### ***Management***

- 8.4.11 A joint Inuit/Government parks planning and management committee ("the Committee") shall be established through an IIBA when requested either by Government or a DIO. The Committee shall consist of equal numbers of members appointed by the appropriate DIO and the appropriate territorial or federal Minister responsible for Parks. There shall be separate committees for Territorial and National Parks.
- 8.4.12 The Committee may advise the Minister or the Minister's designate, the NWMB, or other agencies, as it deems appropriate, on all matters related to park management.
- 8.4.13 Management plans for Parks shall be developed within five years of the establishment of a Park or of the date of ratification of the Agreement, whichever is the later date, by the Canadian Parks Service for National Parks and by the Territorial Government for Territorial Parks. Such plans shall be based on the recommendations of the Committee, where such a Committee is established, taking into account the recommendations of other interested persons or bodies. Upon review by the Committee, Park management plans shall be forwarded to the Minister for consideration and approval. Park management plans shall be reviewed and may be revised as provided in the plan.
- 8.4.14 Management plans for Parks shall accord with or be revised to accord with relevant terms and conditions of the appropriate IIBA.

### ***Inuit Access***

- 8.4.15 In addition to any other rights of access and use enjoyed by or flowing to Inuit, Inuit have entry at no cost into Parks.

### ***Information***

- 8.4.16 Government shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about Parks in the Nunavut Settlement Area, and any information disseminated or communicated to the public within any Parks in the Nunavut Settlement Area shall be equally prominent in one or more of Canada's official languages and in Inuktitut.

### ***New Parks***

- 8.4.17 The establishment, after the date of ratification of the Agreement, of Parks not identified in a Schedule to this Article, as well as the expansion of a Park, shall be subject to the provisions dealing with the negotiation of an IIBA and other provisions providing Inuit with an opportunity to secure benefits from the establishment, planning and management of Parks in the Nunavut Settlement Area.

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*Dedication*

- 8.4.18 Appropriate recognition shall be made of Inuit history and presence as part of the process of the establishment and operation of a Park.

*Interpretation*

- 8.4.19 In the event of a conflict between this Article and Article 5, Article 5 shall prevail.

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## **SCHEDULE 8-1**

### **AUYUITTUQ NATIONAL PARK**

(Section 8.2.2)

That area as described in Part III of Schedule V of S.C. 1974, c. 11, excluding Narpaing and Quajon Fiords, the inlet between Quajon Fiord and Inuit Owned Lands Parcel BI-38/26P, the islands in those fiords and inlet, Kivitoo Harbour and Kivitoo DEW Line Site and the following Inuit Owned Lands Parcels:

BI-20/26P,27A	BI-25/26O,27A
BI-23/26O,27A	BI-38/26P
BI-24/26O,27A	

## **SCHEDULE 8-2**

### **NATIONAL PARK - ELLESMERE ISLAND**

(Section 8.2.3)

That area described in S.C. 1988, c. 48, Schedule III.

## **SCHEDULE 8-3**

### **MATTERS APPROPRIATE FOR INUIT IMPACT AND BENEFITS AGREEMENTS IN RELATION TO PARKS**

(Section 8.4.4)

1. Inuit training at all levels.
2. Preferential hiring of Inuit.
3. Employment rotation reflecting Inuit needs and preferences.
4. Scholarships.
5. Labour Relations.
6. Business opportunities for Inuit in relation to all parks services and facilities including:
  - (a) provision of seed capital;
  - (b) provision of expert advice;
  - (c) tourist packages and promotion.
7. Housing, accommodation and recreation for Inuit working in the park services and at park facilities including their dependents.
8. Language of work in park services and at park facilities.
9. Inuit access to park services and park facilities.
10. Routes and locations of access to the Park.
11. Important environmental concerns, particularly disruption of wildlife, including measures for protection and conservation.
12. Outpost camps.
13. Insofar as use of the Park affects Inuit, such matters as:
  - (a) land use activities permitted in the Park;
  - (b) zones and other matters requiring special protection, limitations or restrictions on

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use;

- (c) types, forms and modes of technology and transportation permitted;
  - (d) protection and management of archaeological sites and sites of religious or cultural significance.
14. Information flow and interpretation including liaison between Inuit and the appropriate park agency regarding park management and Inuit participation and concern.
  15. Relationship to prior and subsequent IIBAs.
  16. Arbitration and amendment provisions.
  17. Implementation and enforceability.
  18. Any other matters the Parties consider to be relevant to the needs of the Park and Inuit.

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# ARTICLE 9

## CONSERVATION AREAS

### PART 1: DEFINITION

9.1.1 In this Article:

"Conservation Area" means any Conservation Area in existence at the date of ratification of the Agreement listed in Schedule 9-1, and any of the following areas when established under legislation;

- (a) National Wildlife Areas;
- (b) Migratory Bird Sanctuaries;
- (c) International Biological Program Ecological Sites/Ecological Areas;
- (d) Man and the Biosphere Reserves;
- (e) World Heritage Convention/Natural and Cultural Sites;
- (f) Wildlife Sanctuaries;
- (g) Critical Wildlife Areas;
- (h) National Historic Sites;
- (i) National Historic Parks;
- (j) Wetlands of International Importance for Waterfowl (Ramsar);
- (k) Canadian Landmarks;
- (l) Canadian Heritage Rivers;
- (m) Historic Places; and
- (n) other areas of particular significance for ecological, cultural, archaeological, research and similar reasons.

### PART 2: GENERAL

9.2.1 In addition to Parks, other areas that are of particular significance for ecological, cultural, archaeological, research and similar reasons, require special protection. Inuit shall enjoy special rights and benefits with respect to these areas.

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### **PART 3: CONSERVATION AND MANAGEMENT**

- 9.3.1 Government, in consultation with Inuit, shall conduct a study to determine the need for new legislation or amendments to existing legislation to designate and manage Conservation Areas in terrestrial and marine environment in the Nunavut Settlement Area. This study shall be completed and published by Government within two years of the date of ratification of the Agreement.
- 9.3.2 The establishment, disestablishment or changing of the boundaries of Conservation Areas related to management and protection of wildlife and wildlife habitat shall be subject to the approval of the NWMB pursuant to Sub-section 5.2.34(a). Conservation Areas shall be co-managed by Government and the DIO as provided in Section 9.3.7.
- 9.3.3 Without limiting the application of Section 2.12.1, each parcel of Inuit Owned Lands identified in Schedule 9-2 which lies within the boundaries of a Conservation Area in existence at the date of ratification of the Agreement shall, unless removed through a boundary change to the Conservation Area, remain as part of such area and subject to the *Migratory Birds Convention Act* or the territorial *Wildlife Act* applicable to such areas.
- 9.3.4 Without limiting the application of Section 2.12.1 and recognizing that Government may establish Conservation Areas in the general area identified in an item of Schedule 9-3, which include parcels of Inuit Owned Lands identified in that item of Schedule 9-3, Inuit and Government agree that if such Conservation Areas are established, those parcels of Inuit Owned Lands identified in Schedule 9-3 shall be subject to the *Migratory Birds Convention Act* or the *Canada Wildlife Act* applicable to such areas.
- 9.3.5 Articles 11 and 12 shall apply to Conservation Areas. Article 11, however, shall not apply to or within the boundaries of National Historic Parks, once established, or National Historic Sites when administered by the Canadian Parks Service.
- 9.3.6 Articles 13 and 20 shall apply to Conservation Areas.
- 9.3.7 Sections 8.4.11 and 8.4.12 shall apply in like manner to Conservation Areas except that where an IIBA is not concluded in the process of establishing a Conservation Area, the Committee referred to in those sections shall be established when requested by Government or a DIO.
- 9.3.8 Subject to Section 9.5.2, Sections 8.4.13 and 8.4.14 shall apply in like manner to Conservation Areas.

### **PART 4: INUIT IMPACT AND BENEFIT AGREEMENTS AND OTHER MATTERS**

- 9.4.1 Sections 8.4.2 to 8.4.10 shall apply in like manner to Conservation Areas and to government agencies having responsibilities with respect to Conservation Areas.

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Notwithstanding Sections 8.4.2 to 8.4.4, in cases of emergency, such as the establishment of a critical wildlife area, the IIBA may be concluded forthwith upon, rather than prior to, the establishment of the protected area.

9.4.2 Notwithstanding Sections 8.4.2 to 8.4.4, the obligation to conclude an IIBA with respect to Conservation Areas shall:

(a) not apply to a Conservation Area so long as the Conservation Area does not raise any matter that would have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit;

(b) with respect to Conservation Areas that have been established prior to and continue to exist at the date of ratification of the Agreement, be an obligation to conclude an IIBA prior to the fifth anniversary of the date of ratification of the Agreement; and

(c) apply in any situation where it is intended that a Conservation Area established for one purpose be re-established for a different purpose where such re-establishment would have a detrimental impact on Inuit or could reasonably confer a benefit on Inuit.

9.4.3 Sections 8.4.16 and 8.4.18 shall apply in the like manner to Conservation Areas and to government agencies having responsibilities with respect to Conservation Areas.

## **PART 5: THELON GAME SANCTUARY**

9.5.1 On the second anniversary of the date of ratification of the Agreement, Inuit Owned Lands Parcel BL-44/66C shall cease to constitute a part of the Thelon Game Sanctuary, unless, prior to that anniversary date, the NWMB determines that the continued sanctuary status of that portion is integral to the conservation purpose served by the Sanctuary as a whole.

9.5.2 The Territorial Government shall, within five years of the date of ratification of the Agreement, coordinate the preparation of a management plan to jointly conserve and manage the Thelon Game Sanctuary. This shall entail applying the process set out in Sections 8.4.11 and 8.4.12 for that part of the Sanctuary in the Nunavut Settlement Area, and coordinating that process with a process applicable in that part of the Sanctuary which is outside the Nunavut Settlement Area. The Thelon Game Sanctuary Management Plan shall be based on recommendations of the DIO and affected communities. This plan shall be subject to the approval of the federal and territorial governments. No changes will be made to the status of the Thelon Game Sanctuary or its boundary, until the Sanctuary management plan is approved by the federal and territorial governments. Following approval of the Sanctuary management plan, proposals to change the boundary of the Thelon Game Sanctuary, to disestablish the Sanctuary, or to alter its status shall be subject to joint public review by the NWMB and the agency having jurisdiction over management and protection of wildlife and wildlife habitat in that part of the Sanctuary which is outside the Nunavut Settlement Area. Section 9.3.2 applies to

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any decision of the NWMB respecting that part of the Sanctuary that is within the Nunavut Settlement Area.

**PART 6: APPLICATION**

- 9.6.1 In the event of any conflict between this Article and Article 5, Article 5 shall prevail.
- 9.6.2 This Article shall apply to marine areas within Conservation Areas.
- 9.6.3 Inuit participation in the planning and management of Conservation Areas may be negotiated on a regional and site category basis where so agreed by the DIO and the Government responsible for the establishment of those Conservation Areas.

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## **SCHEDULE 9-1**

### **EXISTING CONSERVATION AREAS**

(Section 9.1.1)

#### **PART I**

Migratory Bird Sanctuaries established pursuant to the *Migratory Birds Convention Act*, migratory bird sanctuary regulations:

1. Bylot Island Bird Sanctuary
2. Dewey Soper Bird Sanctuary
3. East Bay Bird Sanctuary
4. Harry Gibbons Bird Sanctuary
5. McConnell River Bird Sanctuary
6. Queen Maud Gulf Bird Sanctuary
7. Cape Dorset Bird Sanctuary
8. Seymour Island Bird Sanctuary

#### **PART II**

National Wildlife Areas established pursuant to the *Canada Wildlife Act*, wildlife area regulations:

1. Polar Bear Pass National Wildlife Area

#### **PART III**

Territorial Game Sanctuary established pursuant to the territorial *Wildlife Act*:

1. Bowman Bay Game Sanctuary

#### **PART IV**

Canadian Heritage Rivers, designated by the Minister of Environment - Canada, the Minister of Indian Affairs and Northern Development - Canada and the Minister of Economic Development and Tourism, Government of the Northwest Territories:

1. Kazan River (Lower Reaches only)
2. Thelon River (Lower Reaches only)

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## **SCHEDULE 9-2**

### **PARCELS OF INUIT OWNED LANDS WITHIN EXISTING CONSERVATION AREAS**

(Section 9.3.3)

<i>Location</i>	<i>Parcel</i>
1. Bylot Island Bird Sanctuary	PI-29/38B
2. Bylot Island Bird Sanctuary	PI-28/38B
3. Dewey Soper Bird Sanctuary and Bowman Bay Game Sanctuary	CD-01/36H
4. East Bay Bird Sanctuary	CH-13/45O,P,46A,B
5. Harry Gibbins Bird Sanctuary	CH-06/45N
6. McConnell River Bird Sanctuary	AR-04/55D AR-05/55D AR-06/55D
7. Queen Maud Gulf Bird Sanctuary	GH-20/66O GH-21/66O,P,67A CB-01/66M CB-02/66M CB-03/66M CB-04/66M,67B,76P CB-05/66M,67B,76P,77A CB-06/77A CB-07/77A CB-08/77A CB-10/77A CB-11/77A CB-17/77A BB-19/76I,P

## **SCHEDULE 9-3**

### **PARCELS OF INUIT OWNED LANDS THAT MAY BE WITHIN CONSERVATION AREAS IN THE FUTURE**

(Section 9.3.4)

<i>General Area</i>	<i>Parcel</i>
1. Baillarge Bay, Baffin Island	AB-16/48C
2. Scott Inlet, Baffin Island	CR-18/27F,G
3. Buchan Gulf, Baffin Island	PI-07/37H PI-08/37H
4. Browne Island	RB-31/68E
5. Reid Bay, Baffin Island	BI-01/16L,K BI-02/16K

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|----|----------------------------|-------------|
| 6. | Cape Searle, Baffin Island | BI-16/16M   |
| 7. | Coats Island, Hudson Bay   | CH-02/45I,J |
| 8. | Rasmussen Lowlands         | SB-04/57B   |
|    |                            | SB-05/57B   |
|    |                            | SB-06/57B   |
| 9. | Hantzsch Island            | IQ-10/25H   |

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# ARTICLE 10

## LAND AND RESOURCE MANAGEMENT INSTITUTIONS

### PART 1: TIMETABLE

- 10.1.1 The Government of Canada undertakes that the following institutions will be established as institutions of public government in accordance with the Agreement, according to the following timetable:
- (a) the Surface Rights Tribunal (Tribunal), six months after the date of ratification of the Agreement, unless established at an earlier date; and
  - (b) the following institutions, namely
    - (i) the Nunavut Impact Review Board (NIRB),
    - (ii) the Nunavut Planning Commission (NPC), and
    - (iii) the Nunavut Water Board (NWB),
- on the second anniversary of the date of ratification of the Agreement, unless established at an earlier date.
- 10.1.2 Without in any way limiting the obligation of the Government of Canada, the institutions referred to in Section 10.1.1 shall be established by legislation of the Legislative Assembly to the extent that it has jurisdiction.

### PART 2: MANNER OF IMPLEMENTATION

- 10.2.1 All substantive powers, functions, objectives and duties of the institutions referred to in Section 10.1.1 shall be set out in statute. Matters that do not touch upon the substantive powers, functions, objectives, duties, membership ratios and manner of appointment of members of the institutions, may be implemented through regulation, but the discretion to implement through regulation shall in no way be construed so as to broaden the powers set out in Section 10.6.1 and Section 10.7.1.

### PART 3: ADDITIONAL DUTIES

- 10.3.1 Legislation relating to the institutions referred to in Section 10.1.1 may provide for other matters not dealt with in Articles 11, 12, 13 and 21, and may assign additional powers, functions, objectives or duties to the said institutions.

### PART 4: CO-ORDINATION WITH ADJACENT INSTITUTIONS

- 10.4.1 Legislation may, subject to any matter contained in the Agreement, enable the institutions referred to in Section 10.1.1 to coordinate the discharge of their powers, functions or duties with other similar institutions having jurisdiction over areas adjacent to the Nunavut Settlement Area.

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## **PART 5: DISCLOSURE OF INFORMATION**

10.5.1 The institutions referred to in Section 10.1.1 shall in obtaining and disclosing information be subject to laws of general application relating to confidentiality of and access to information as if they were government departments. Where Government has a discretion to disclose any information to the institution, or an institution has a discretion to disclose information to a member of the public, it shall take into account the objects of the Agreement in exercising that discretion.

## **PART 6: CONSOLIDATION AND REALLOCATION**

10.6.1 Notwithstanding any other provision of the Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute consolidate or reallocate the functions of the institutions referred to in Section 10.1.1, or enable the consolidation of hearings conducted by the institutions, but any such statute shall not diminish or impair the combined powers, functions, objectives or duties of the said institutions, or increase the powers of Government in relation thereto, and, without limiting the generality of the limitation, such statute shall,

- (a) preserve the following as discrete functions
  - (i) planning policy functions,
  - (ii) land use planning functions,
  - (iii) screening functions,
  - (iv) development impact review functions, and
  - (v) water use approval functions, except that these functions need not be discrete from development impact review functions;
- (b) not alter any requirement that a project proposal conform to or with a Land Use Plan or is exempt from such requirement before any decision to screen a project proposal is made;
- (c) except where the Agreement otherwise permits, not alter any requirement that a project proposal be screened, or screened and reviewed, as the case may be, before any approval, licence or project certificate is granted;
- (d) not reduce the level of monitoring provided for in the Agreement;
- (e) not adversely affect the ability of the said institutions to obtain relevant information or exercise subpoena powers where provided for in the Agreement;
- (f) not reduce the level of public participation or adversely affect the ability of members of the public to participate in the proceedings of the said institutions;

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(g) not alter the right of a member of the public to be heard by the said institutions in Inuktitut, or alter the obligation of the said institutions to conduct their business in Inuktitut; and

(h) preserve the membership ratios of the institutions.

10.6.2 The consolidation and reallocation powers outlined in Section 10.6.1 shall come into effect three years after the establishment of the relevant institutions referred to in Section 10.1.1. In the period prior to these powers coming into effect, such consolidation or reallocation shall require the prior written approval of the DIO.

## **PART 7: VARYING CERTAIN ADMINISTRATIVE MATTERS**

10.7.1 Notwithstanding any other provision of the Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute vary from the provisions of the Agreement relating to the institutions referred to in section 10.1.1, with respect to the following administrative matters:

(a) the total number of members, provided that the number to be appointed upon nomination by a Designated Inuit Organization (DIO) respects the membership ratio and the opportunity for regional representation;

(b) the terms of office of members or the reappointment of members, provided there is reasonable continuity in membership;

(c) information to be provided to an institution, subject to the limitation set out in Sub-section 10.6.1(e);

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

(e) with respect to the provisions of Article 12

(i) the extension or, with the approval of NIRB, shortening of deadlines for actions,

(ii) the number of members required for a quorum for NIRB,

(iii) matters governed by Section 12.5.3 and by by-laws made by NIRB referred to in Section 12.2.23, subject to the limitations set out in Subsections 10.6.1(e), (f) and (g), and

(iv) the list of matters NIRB is required to take into account when reviewing a project proposal provided the ability of NIRB to take into account matters relevant to its mandate is not impaired.

10.7.2 Notwithstanding any other provision of the Agreement, where the Parliament of Canada or Legislative Assembly has allowed for the administrative matters referred to in Section 10.7.1 to be regulated by the Governor-in-Council or Commissioner-in-Executive Council, their regulations may vary from provisions of the Agreement

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with respect to administrative matters referred to in Section 10.7.1 subject to the limitations specified therein.

- 10.7.3 The powers to vary referred to in Sections 10.7.1 and 10.7.2 shall come into effect one year after the establishment of the relevant institutions referred to in Section 10.1.1. In the period prior to these powers coming into effect, such variance shall require the prior written approval of the DIO.

#### **PART 8: CONSULTATION**

- 10.8.1 Government shall consult closely with the DIO and the relevant institution referred to in Section 10.1.1 prior to taking any initiative under Sections 10.6.1, 10.7.1 or 10.7.2. The appropriate DIO or institution shall, upon request, be given an audience with the appropriate Minister as part of such consultation.

#### **PART 9: INTERVENOR FUNDING**

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

#### **PART 10: DELAY IN LEGISLATION**

- 10.10.1 Where the legislation to establish any of the institutions referred to in Section 10.1.1 is not in effect by the first anniversary of the date specified for their establishment,

(a) in respect of the Tribunal, the Minister shall appoint persons as members of the Tribunal; and

(b) in respect of NIRB, the NPC or the NWB, the provisions of the Agreement respecting the appointment of the members of that institution shall be considered to be in effect on that anniversary date, and

upon their appointment, those members shall be considered to have, for all purposes of law, all the powers and duties described in the Agreement.

- 10.10.2 Without in any way limiting Section 10.2.1, or any other relevant provisions of the Agreement, where an institution is established under Section 10.10.1, Government may provide, by regulation or order, for any matter in relation to that institution, not inconsistent with those powers and duties, to facilitate the operation of that institution.

- 10.10.3 Government may, at any time, re-establish in the manner provided for in, and consistent with, the other Parts of this Article, any institution established under Section 10.10.1.

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# ARTICLE 11

## LAND USE PLANNING

### PART 1: APPLICATION

- 11.1.1 Until such time as the Nunavut Planning Commission is established, land use planning in the Nunavut Settlement Area shall be conducted according to the July 28, 1983 *Basis of an Agreement for Land Use Planning in the NWT*, subject to any interim changes that may be agreed to by the Tungavik Federation of Nunavut or its successor and Government.
- 11.1.2 In this Article:
- "land" includes water and resources including wildlife.
- 11.1.3 The appropriate government departments and agencies shall be responsible for the implementation of land use plans approved in accordance with Section 11.5.9.
- 11.1.4 This Article applies to both land and marine areas within the Nunavut Settlement Area and the Outer Land Fast Ice Zone.

### PART 2: PLANNING PRINCIPLES, POLICIES, PRIORITIES AND OBJECTIVES

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

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recruitment and training of local residents to participate in comprehensive land use planning;

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

11.2.2 The objective of the planning process shall be:

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

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

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

### **PART 3: LAND USE PLANS**

11.3.1 A land use plan shall be a document containing text, schedules, figures and maps for the establishment of objectives and guidelines for short-term and long-term development, taking into account factors such as the following:

- (a) demographic considerations;
- (b) the natural resource base and existing patterns of natural resource use;

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- (c) economic opportunities and needs;
- (d) transportation and communication services and corridors;
- (e) energy requirements, sources and availability;
- (f) community infrastructural requirements, including health, housing, education and other social services;
- (g) environmental considerations, including Parks and Conservation Areas, and wildlife habitat;
- (h) cultural factors and priorities, including the protection and preservation of archaeological sites and outpost camps; and
- (i) special local and regional considerations.

11.3.2 The purpose of a land use plan shall be to protect and promote the existing and future well-being of the residents and communities of the Nunavut Settlement Area, taking into account the interests of all Canadians, and to protect, and where necessary, to restore the environmental integrity of the Nunavut Settlement Area.

11.3.3 A land use plan shall contain an implementation strategy.

#### **PART 4: NUNAVUT PLANNING COMMISSION (NPC)**

##### ***Establishment***

11.4.1 A Nunavut Planning Commission (NPC) shall be established with the major responsibilities to:

- (a) establish broad planning policies, objectives and goals for the Nunavut Settlement Area in conjunction with Government;
- (b) develop, consistent with other provisions of this Article, land use plans that guide and direct resource use and development in the Nunavut Settlement Area; and
- (c) generally, fulfill the objectives of the Agreement in the manner described, and in accordance with the general principles mentioned in Section 11.2.1, as well as such additional functions as may be agreed upon from time to time by Government and the DIO.

11.4.2 The head office of the NPC shall be in the Nunavut Settlement Area.

11.4.3 The costs of the NPC shall be the responsibility of Government. The NPC shall prepare an annual budget, subject to review and approval by Government.

##### ***Role and Responsibility***

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- 11.4.4 Consistent with the Agreement, the NPC shall:
- (a) identify planning regions;
  - (b) identify specific planning objectives, goals and variables that apply to planning regions and are consistent with the broader objectives and goals;
  - (c) contribute to the development and review of Arctic marine policy;
  - (d) disseminate information and data;
  - (e) solicit opinions from municipalities, residents and others about planning objectives, goals and options of the region;
  - (f) prepare and circulate draft land use plans;
  - (g) promote public awareness and discussion and conduct public hearings and debate throughout the planning process;
  - (h) recommend plans to the Ministers;
  - (i) consider modifications requested by the Ministers in the event that a draft plan is rejected;
  - (j) consider amendments to a land use plan in accordance with Part 6;
  - (k) determine whether a project proposal is in conformity with a land use plan;
  - (l) monitor projects to ensure that they are in conformity with land use plans; and
  - (m) report annually to the Ministers and the DIO on the implementation of land use plans.

***Composition and Appointment***

- 11.4.5 The size and makeup of the membership of the NPC may vary, but the Government of Canada and Territorial Government shall each recommend at least one member and the DIO shall nominate a number of members equal to the total number recommended by Government. The NPC members shall be appointed by the Minister of Indian Affairs and Northern Development from the above-noted recommendations and nominations.
- 11.4.6 Federal and territorial public servants shall not be appointed to the NPC.
- 11.4.7 At least half of the membership of the NPC shall be residents of the Nunavut Settlement Area.
- 11.4.8 The DIO shall have the right to substitute from time to time alternates for its nominated members in order to ensure appropriate representation from the region

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for which planning is being conducted at any one time. Such alternates shall be appointed in a manner consistent with Section 11.4.5.

11.4.9 Subject to Section 11.4.11, members shall be appointed for a term of three years.

11.4.10 From nominations provided by the NPC, the Minister of Indian Affairs and Northern Development, in consultation with the Territorial Government Minister responsible for Renewable Resources, shall appoint a further member to act as a chairperson. A member of the NPC may be nominated as chairperson and another member appointed under Section 11.4.5.

11.4.11 The chairperson or other member of NPC may be removed for cause.

11.4.12 Where a vacancy occurs, a replacement member may be nominated or recommended for the remainder of the term of the vacant member by the body nominating or recommending the member under Sections 11.4.5 or 11.4.10. Upon receiving the recommendation or nomination the Minister shall appoint the replacement member.

11.4.13 A member may be reappointed.

***Matters Binding on the Nunavut Planning Commission***

11.4.14 The chairperson and other members shall perform their duties in accordance with:

(a) an oath following the form set out in Schedule 5-4, taken and subscribed before assuming office before an officer authorized by law to administer oaths;

(b) rules relating to conflict of interest set out in applicable federal and territorial laws, provided that, where a matter before the NPC affects Inuit in a general way, a member shall not be considered to have a conflict solely on the basis that the member is an Inuk; and

(c) the terms of the Agreement.

11.4.15 The NPC shall conduct its business in Canada's official languages as required by legislation or policy and, upon request of any member, also in Inuktitut.

***By-laws and Powers***

11.4.16 The NPC may make by-laws and rules respecting:

(a) the calling of meetings and sittings of the NPC;

(b) the conduct of business at meetings of the NPC and the establishment of technical panels of the NPC;

(c) the procedures for making submissions, representations and complaints to the NPC;

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- (d) the procedures for collecting information and opinion, including the procedures for conducting formal and informal public hearings;
- (e) generally the manner of conducting the business of or before the NPC; and
- (f) the admissibility of evidence.

11.4.17 In conducting its hearings, the NPC shall:

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

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

#### **PART 5: DEVELOPMENT AND REVIEW OF LAND USE PLANS**

11.5.1 A Nunavut land use plan shall be formulated by the NPC in accordance with Section 11.5.4 to guide and direct short term and long term development in the Nunavut Settlement Area. Regional or sub-regional components of the land use plan shall be implemented where approved pursuant to Section 11.5.9.

11.5.2 The first stage of the formulation of a land use plan, after such consultation as the NPC finds appropriate, shall be the preparation of a draft land use plan by the NPC.

11.5.3 The NPC shall prepare a draft land use plan in accordance with Section 11.5.4 and, upon completion, shall make the draft land use plan public and solicit written and oral comments from all appropriate federal and territorial government agencies, DIOs, communities and the general public.

11.5.4 The NPC shall:

- (a) conduct public hearings on the draft plans;
- (b) evaluate the draft plans in light of representations made at the public hearings; and
- (c) as appropriate, revise the draft plans.

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- 11.5.5 Upon completion of the process in Section 11.5.4, the NPC shall submit the draft plan as revised along with a written report of the public hearings to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for Renewable Resources. The NPC shall also make the revised draft land use plan public.
- 11.5.6 Upon receipt of the revised draft land use plans, the Ministers jointly shall, as soon as practicable:
- (a) accept the plan; or
  - (b) refer it back to the NPC for reconsideration accompanied by written reasons; the NPC may make the reasons of the Ministers public.
- 11.5.7 The NPC shall reconsider the plan in light of written reasons and shall resubmit the plan to the Ministers for final consideration.
- 11.5.8 Upon accepting a plan, the Minister of Indian Affairs and Northern Development shall seek Cabinet approval and commitment, and the Territorial Government Minister responsible for Renewable Resources shall seek approval and commitment of the Executive Council.
- 11.5.9 Upon approval by Cabinet and the Executive Council, the plan shall be implemented on the basis of jurisdictional responsibility. All federal and territorial government departments and agencies shall conduct their activities and operations in accordance with the plan as approved.
- 11.5.10 The NPC shall review all applications for project proposals. Upon receipt and review of a project proposal, the NPC or members thereof or officers reporting to the NPC shall:
- (a) determine whether the project proposals are in conformity with plans; and
  - (b) forward the project proposals with its determination and any recommendations to the appropriate federal and territorial agencies.
- The land use plan may make provision for the NPC to approve minor variances.
- 11.5.11 Where the NPC has determined that a project proposal is not in conformity with the plan, the proponent may apply to the appropriate Minister for exemption. The Minister may exempt the project proposal from conformity with the plan and shall, subject to Sections 12.3.2 and 12.3.3, refer it to NIRB for screening. Non-conforming project proposals shall not be sent to NIRB until such exemption is obtained or a variance has been approved.
- 11.5.12 Where the appropriate Minister exempts a project proposal, the Minister shall supply the NPC with written reasons and such reasons shall be made public.
- 11.5.13 Sections 11.5.10 to 11.5.12 shall apply where a land use plan has been approved

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pursuant to Section 11.5.9.

#### **PART 6: AMENDMENT AND PERIODIC REVIEW OF LAND USE PLANS**

- 11.6.1 Government, a DIO, or any person affected by a plan, may propose amendments to the plan to the NPC.
- 11.6.2 The NPC shall consider a proposed amendment and, if it deems a review appropriate, review the proposal publicly.
- 11.6.3 Upon completion of the process in Section 11.6.2, the NPC shall recommend to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for Renewable Resources that:
- (a) the proposed amendment be rejected in whole or in part; or
  - (b) the proposed amendment be accepted, in whole or in part.
- 11.6.4 If the Ministers reject the recommendations of the NPC, Sections 11.5.6 and 11.5.7 shall apply *mutatis mutandis*.
- 11.6.5 An amendment to a plan shall be effective when approved by the Ministers.

#### **PART 7: MUNICIPALITIES**

- 11.7.1 Sections 11.7.2 to 11.7.5 shall guide land use planning for municipalities and the involvement of municipalities in regional land use planning.
- 11.7.2 The principles of land use planning as set out in this Article shall be applied in the development of municipal plans. The development of municipal plans shall be the responsibility of the municipalities as provided for in territorial government legislation.
- 11.7.3 In the development of a regional land use plan, the NPC shall give great weight to the views and wishes of the municipalities in the areas for which planning is being conducted.
- 11.7.4 The NPC and municipal planning authorities shall cooperate to ensure that regional and municipal land use plans are compatible.

#### **PART 8: INTERPRETATION**

- 11.8.1 Land use plans shall be developed and implemented in a manner consistent with Articles 5 and 7.
- 11.8.2 The land use planning process shall apply to Inuit Owned Lands. Land use plans shall take into account Inuit goals and objectives for Inuit Owned Lands.

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## **PART 9: WASTE CLEAN-UP**

- 11.9.1 The NPC shall identify and prioritize the requirement to clean-up waste sites in the Nunavut Settlement Area, including hazardous waste sites, inactive mining sites, abandoned DEW Line sites, and non-hazardous sites near communities. The NPC shall consider waste sites in the Kitikmeot region on a priority basis. To the extent possible, this initiative shall be co-ordinated with the development of land use plans.

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# ARTICLE 12

## DEVELOPMENT IMPACT

### PART 1: DEFINITIONS

12.1.1 In this Article:

"certificate" means a certificate issued by NIRB pursuant to Sections 12.5.12 and 12.6.17;

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

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

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

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

### PART 2: NUNAVUT IMPACT REVIEW BOARD (NIRB)

#### *Establishment*

12.2.1 A Nunavut Impact Review Board (NIRB) shall be established as an institution of public government. Responsibility for the operation of NIRB shall vest in the members of NIRB.

#### *Functions*

12.2.2 The primary functions of NIRB shall be:

(a) to screen project proposals in order to determine whether or not a review is required;

(b) to gauge and define the extent of the regional impacts of a project, such definition to be taken into account by the Minister in making his or her determination as to the regional interest;

(c) to review the ecosystemic and socio-economic impacts of project proposals;

(d) to determine, on the basis of its review, whether project proposals should proceed, and if so, under what terms and conditions, and then report its



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determination to the Minister; in addition, NIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister; and

(e) to monitor projects in accordance with the provisions of Part 7.

12.2.3 The mandate of NIRB shall not include the establishment of requirements for socio-economic benefits.

12.2.4 NIRB shall carry out such other functions as are identified or contemplated in the Agreement, and such additional functions as may be agreed to from time to time by a DIO and the Government of Canada or Territorial Government or as may be set out in legislation.

***Primary Objectives***

12.2.5 In carrying out its functions, the primary objectives of NIRB shall be at all times to protect and promote the existing and future well-being of the residents and communities of the Nunavut Settlement Area, and to protect the ecosystemic integrity of the Nunavut Settlement Area. NIRB shall take into account the well-being of residents of Canada outside the Nunavut Settlement Area.

***Membership and Mode of Appointment***

12.2.6 NIRB shall be a board composed of nine members, one of whom shall be the chairperson. The members shall be appointed as follows:

(a) four members shall be appointed by the federal Minister responsible for Northern Affairs, upon nomination by the DIO;

(b) a total of two members shall be appointed by one or more Ministers of the Government of Canada;

(c) a total of two members shall be appointed by one or more Ministers of the Territorial Government; at least one of whom shall be appointed by the Minister responsible for Renewable Resources;

(d) from nominations agreed to and provided by persons appointed under (a) to (c), the chairperson shall be appointed by the federal Minister responsible for Northern Affairs in consultation with the Territorial Government;

(e) in the nomination and appointment of a chairperson, preference shall be given to persons resident in the Nunavut Settlement Area where candidates are equally qualified.

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- 12.2.7 In the initial appointment of NIRB members, two members under Sub-section 12.2.6(a), one member under Sub-section 12.2.6(b) and one member under Sub-section 12.2.6(c) shall be appointed for three years, and the other members under Sub-sections 12.2.6(a), (b) and (c) shall be appointed for four years. Thereafter, all appointments shall be for a term of three years, except that any member appointed to replace any member whose term has not expired shall be appointed for the balance of the term of his or her predecessor.
- 12.2.8 The chairperson shall be appointed for a three-year term.
- 12.2.9 Members of NIRB may be removed from office at any time for cause.
- 12.2.10 Where a vacancy occurs, a replacement member may be nominated and appointed pursuant to the provisions of Section 12.2.6 for the remainder of the term of the former member.
- 12.2.11 Members of NIRB may be reappointed.
- 12.2.12 Members of NIRB shall perform their duties in accordance with:
- (a) an oath following the form set out in Schedule 5-4, taken and subscribed before assuming office, before an officer authorized by law to administer oaths;
  - (b) relevant laws relating to conflict of interest, provided that no board member who is an Inuk shall be considered biased solely because the member is an Inuk; and
  - (c) the terms of the Agreement.
- 12.2.13 Additional members may be appointed from time to time in the same manner and ratio as set out in Sub-sections 12.2.6(a), (b) and (c). Such members may be appointed for a specific purpose, or for a term not exceeding three years.
- 12.2.14 Legislation may authorize NIRB to constitute itself into panels consisting of two or more NIRB members. Such panels shall be composed of an equal number of Government and DIO nominees. Legislation may authorize the NIRB to delegate to a panel all or any powers of the NIRB, including the right to hold hearings.

***Head Office, Meetings***

- 12.2.15 The head office of NIRB shall be in the Nunavut Settlement Area.
- 12.2.16 NIRB shall, whenever practicable, meet in the Nunavut Settlement Area.
- 12.2.17 NIRB shall conduct its business in Canada's official languages as required by legislation or policy and, upon request by any member, also in Inuktitut.
- 12.2.18 The chairperson shall convene a meeting of NIRB within 21 days of receipt, from

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any five members, of a written request indicating the purpose of such meetings.

***Quorum, Voting***

- 12.2.19 All decisions of NIRB shall be decided by a majority of the votes cast.
- 12.2.20 Each member other than the chairperson shall have one vote on any matter requiring a decision of NIRB. If there is a tie vote, the chairperson shall vote on the matter.
- 12.2.21 Five members of NIRB shall comprise a quorum.
- 12.2.22 Vacancies in NIRB shall not impair the right of the remainder to act.

***By-laws and Procedures***

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

***Public Hearings***

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

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specifically

(i) allow, where appropriate, the admission of evidence that would not normally be admissible under the strict rules of evidence, and

(ii) give due regard and weight to the tradition of Inuit oral communication and decision-making; and

(b) with respect to any classification of intervenors, allow full standing to a DIO.

12.2.25 NIRB shall have the power to subpoena witnesses, documents and things in carrying out its responsibilities.

12.2.26 NIRB shall conduct its public hearings in Canada's official languages as required by legislation or policy, and, upon request of any member, applicant or intervenor, also in Inuktitut.

12.2.27 All necessary steps shall be taken by way of notice, dissemination of information, and scheduling and location of hearings to provide and promote public awareness of and participation at hearings.

#### ***Officers and Employees***

12.2.28 The officers and employees necessary for the proper conduct of NIRB, including experts or persons having technical knowledge, may be appointed, and shall be remunerated by NIRB recognizing that secondment of government staff may be appropriate in certain cases.

12.2.29 Such officers and employees shall be responsible to, and under the direction and control of NIRB.

12.2.30 All officers and employees of NIRB shall conform to the same rules respecting conflict of interest as members of NIRB.

#### ***Costs of NIRB***

12.2.31 The costs of NIRB shall be the responsibility of Government. NIRB shall prepare an annual budget subject to review and approval by Government.

### **PART 3: RELATIONSHIP TO THE LAND USE PLANNING PROVISIONS**

12.3.1 Where the NPC determines, pursuant to Section 11.5.10, that a project proposal is in conformity with the land use plans, or a variance has been approved, the NPC shall, subject to Sections 12.3.2, 12.3.3 and 12.4.3, forward the project proposal with its determination and recommendations to NIRB for screening.

12.3.2 Project proposals falling within Schedule 12-1 shall be exempt from the requirement for screening by NIRB. The NPC shall not forward such project proposals to NIRB.

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- 12.3.3 Notwithstanding Section 12.3.2, the NPC may refer a project proposal falling within Schedule 12-1 to NIRB for screening, where the NPC has concerns respecting the cumulative impact of that project proposal in relation to other development activities in a planning region.
- 12.3.4 NIRB shall not screen project proposals that are not in conformity with land use plans, unless an exemption has been received under 11.5.11 or a variance has been approved under Section 11.5.10.
- 12.3.5 Sections 12.3.1 to 12.3.4 shall apply where a land use plan has been approved pursuant to Section 11.5.9. In the absence of an approved land use plan, all project proposals other than those that fall within Schedule 12-1 shall be referred directly to NIRB for screening.

#### **PART 4: SCREENING OF PROJECT PROPOSALS**

- 12.4.1 Upon receipt of a project proposal, NIRB shall screen the proposal to determine whether it has significant impact potential, and therefore whether it requires review under Part 5 or 6.
- 12.4.2 In screening a project proposal, NIRB shall be guided by the following principles:
- (a) NIRB generally shall determine that such a review is required when, in its judgement,
- (i) the project may have significant adverse effects on the ecosystem, wildlife habitat or Inuit harvesting activities,
  - (ii) the project may have significant adverse socio-economic effects on northerners,
  - (iii) the project will cause significant public concern, or
  - (iv) the project involves technological innovations for which the effects are unknown;
- (b) NIRB generally shall determine that such a review is not required when, in its judgement, the project is unlikely to arouse significant public concern and
- (i) the adverse ecosystemic and socio-economic effects are not likely to be significant, or
  - (ii) the project is of a type where the potential adverse effects are highly predictable and mitigable with known technology; and
- (c) in determining whether a review is required or not NIRB shall give greater weight to the provisions of Sub-section 12.4.2(a).
- 12.4.3 Any application for a component or activity of a project proposal that has been

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permitted to proceed in accordance with these provisions shall be exempt from the requirement for screening by NIRB unless:

- (a) such component or activity was not part of the original proposal; or
- (b) its inclusion would significantly modify the project.

12.4.4 Upon receipt of a project proposal, NIRB shall screen the proposal and indicate to the Minister in writing that:

- (a) the proposal may be processed without a review under Part 5 or 6; NIRB may recommend specific terms and conditions to be attached to any approval, reflecting the primary objectives set out in Section 12.2.5;
- (b) the proposal requires review under Part 5 or 6; NIRB shall identify particular issues or concerns which should be considered in such a review;
- (c) the proposal is insufficiently developed to permit proper screening, and should be returned to the proponent for clarification; or
- (d) the potential adverse impacts of the proposal are so unacceptable that it should be modified or abandoned.

12.4.5 NIRB shall carry out its responsibilities under Section 12.4.4:

- (a) where there is a legal requirement for a licensing authority to make a decision within a certain time period, within a time period that would allow the licensing authority to conform with that requirement;
- (b) with the approval of the Minister, within a time period exceeding 45 days; or
- (c) in any other situation, within 45 days.

12.4.6 Where NIRB indicates to the Minister that a proposal may be processed without review, the proposal shall be processed under relevant legislation, unless the Minister decides to refer it for such a review.

12.4.7 Where NIRB indicates to the Minister that a proposal requires review, the Minister shall:

- (a) where required, by law or otherwise, refer the proposal to the Minister of the Environment for review by a federal environmental assessment panel; such review shall include both socio-economic and ecosystemic impacts;
- (b) where a proposal is not to be reviewed by a federal environmental assessment panel, refer the proposal to NIRB for a review of the ecosystemic and socio-economic impacts in the Nunavut Settlement Area; or
- (c) where the proposal is not in the national or regional interest, inform the

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proponent that the proposal should be abandoned or modified and resubmitted to NIRB to be dealt with in accordance with Section 12.4.4.

12.4.8 Where NIRB indicates to the Minister that a proposal should be returned to the proponent for clarification, the Minister shall return the proposal to the proponent for clarification and resubmission to NIRB to be dealt with in accordance with Sub-sections 12.4.4(a), (b) or (d).

12.4.9 Where NIRB indicates to the Minister that a proposal should be modified or abandoned, the Minister, after consultation with NIRB, shall:

(a) return the proposal to the proponent for modification and resubmission to NIRB to be dealt with in accordance with Section 12.4.4;

(b) where it appears to be in the national or regional interest that a proposal be reviewed, refer the proposal for review as provided in Sub-sections 12.4.7(a) or (b) accompanied by written reasons for that decision; or

(c) inform the proponent that the project should be abandoned.

## **PART 5: REVIEW OF PROJECT PROPOSALS BY NIRB**

12.5.1 In sending a proposal for review, the Minister may identify particular issues or concerns which NIRB shall consider in such a review. This shall not limit NIRB from reviewing any matter within its mandate.

12.5.2 When a project proposal has been referred to NIRB by the Minister for review, NIRB shall, upon soliciting any advice it considers appropriate, issue guidelines to the proponent for the preparation of an impact statement. It is the responsibility of the proponent to prepare an impact statement in accordance with any guidelines established by NIRB. Where the original project proposal submitted by the proponent for screening contains the information required for an impact statement, NIRB may accept the original project proposal instead of requiring the preparation of an impact statement. Where appropriate, an impact statement shall contain information with respect to the following:

(a) project description, including the purpose and need for the project;

(b) anticipated ecosystemic and socio-economic impacts of the project;

(c) anticipated effects of the environment on the project;

(d) steps which the proponent proposes to take including any contingency plans, to avoid and mitigate adverse impacts;

(e) steps which the proponent proposes to take to optimize benefits of the project, with specific consideration being given to expressed community and regional preferences as to benefits;

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- (f) steps which the proponent proposes to take to compensate interests adversely affected by the project;
- (g) the monitoring program that the proponent proposes to establish with respect to ecosystemic and socio-economic impacts;
- (h) the interests in lands and waters which the proponent has secured, or seeks to secure;
- (i) options for implementing the proposal; and
- (j) any other matters that NIRB considers relevant.

***Hearings***

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

***Time Frames***

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

***Matters Taken into Account***

- 12.5.5 NIRB shall, when reviewing any project proposal, take into account all matters that are relevant to its mandate, including the following:
- (a) whether the project would enhance and protect the existing and future well-being of the residents and communities of the Nunavut Settlement Area, taking into account the interests of other Canadians;
  - (b) whether the project would unduly prejudice the ecosystemic integrity of the Nunavut Settlement Area;
  - (c) whether the proposal reflects the priorities and values of the residents of the Nunavut Settlement Area;
  - (d) steps which the proponent proposes to take to avoid and mitigate adverse impacts;
  - (e) steps the proponent proposes to take, or that should be taken, to compensate interests adversely affected by the project;
  - (f) posting of performance bonds;
  - (g) the monitoring program that the proponent proposes to establish, or that should be established, for ecosystemic and socio-economic impacts; and

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(h) steps which the proponent proposes to take, or that should be taken, to restore ecosystemic integrity following project abandonment.

***NIRB Report***

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

- (a) its assessment of the project and its impacts;
- (b) its determination as to whether or not the project should proceed based on its assessment under (a); and
- (c) in the event the project were to proceed, terms and conditions reflecting the primary objectives set out in Section 12.2.5.

12.5.7 Upon receipt of the NIRB report, the Minister shall:

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

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

(d) where NIRB has determined that a project should not proceed, reject that determination on the grounds that the project should have been approved because of its importance in the national or regional interest; thereupon, the Minister shall refer the report back to NIRB to consider terms and conditions which should be attached to any project approval; or

(e) where the report is deficient with respect to ecosystemic and socio-economic issues, refer the report back to NIRB for further review or public hearings; upon such further review or hearings, NIRB shall submit a further report to the Minister which shall be accepted or rejected in accordance with Sub-sections (a), (b), (c) or (d).

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- 12.5.8 Upon considering or reconsidering the terms and conditions of a project approval further to Sub-sections 12.5.7(c) or (d), NIRB shall:
- (a) within 30 days, or such time as agreed upon with the Minister, make any alterations it considers appropriate;
  - (b) refer its revised report back to the Minister; and
  - (c) make its revised report available to the public.
- 12.5.9 Upon receipt of a revised NIRB report under Section 12.5.8, the Minister shall:
- (a) accept the terms and conditions; or
  - (b) reject or vary the terms and conditions, in whole or in part, on the grounds set out in Paragraphs 12.5.7(c)(i) and (ii).
- 12.5.10 The Minister shall supply NIRB with written reasons for every decision.
- 12.5.11 Notwithstanding Sections 12.5.7 and 12.5.9, NIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in Sections 12.5.7 and 12.5.9.
- 12.5.12 Upon completion of the process described in Sections 12.5.1 to 12.5.11 where it has been determined that a project should proceed, NIRB shall issue a project certificate including any terms and conditions which have been accepted or varied by the Minister.

## **PART 6: REVIEW BY A FEDERAL ENVIRONMENTAL ASSESSMENT PANEL**

### ***Generally***

- 12.6.1 Where the Minister under Sub-section 12.4.7(a) decides to refer a project proposal to the Minister of the Environment for public review by a federal environmental assessment panel, the panel shall conduct its review in accordance with the provisions of this Part and with any other procedures, principles and general practices that provide at least the same opportunity for an open and comprehensive public review as provided by the Environmental Assessment and Review Process Guidelines Order (S.O.R./84-467, 22 June, 1984).

### ***Membership on Panels***

- 12.6.2 For a project proposal within the Nunavut Settlement Area, the Minister of the Environment shall be free to appoint members to a panel in accordance with the Minister's general practice, except that at least one quarter of the panel members shall be appointed from a list of nominees given to the Minister of the Environment by the DIO, and at least one quarter from a list of nominees given to the Minister of the Environment by the appropriate Territorial Government Minister. Nothing

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shall prevent the DIO or the Territorial Government Minister from nominating candidates who are already members of NIRB.

12.6.3 When a project proposal would take place both inside the Nunavut Settlement Area and an adjacent area used by another aboriginal group or groups, at least one quarter of the panel members shall be appointed from nominees of the DIO and the other relevant aboriginal group or groups, in accordance with any agreement between the DIO and the other aboriginal group or groups.

12.6.4 Members of panels shall:

(a) be unbiased and free of any potential conflict of interest relative to the project proposal under review; for greater certainty no panel member who is an Inuk shall be considered biased solely because the panel member is an Inuk; and

(b) have special knowledge and experience relevant to the anticipated technical, environmental or social effects of the project proposal under review.

#### ***Guidelines***

12.6.5 Once constituted, a panel may issue to the project proponent a set of guidelines for the preparation of a statement by the proponent on ecosystemic and socio-economic impacts. Any such guidelines shall where appropriate, require the statement to contain information with respect to those matters listed in Section 12.5.2. NIRB shall review the guidelines and provide input into their development.

12.6.6 The panel shall ensure that NIRB has adequate opportunity to review the proponent's impact statement prior to commencement of public hearings, and the panel shall take into account any recommendations or concerns that NIRB has identified.

#### ***Hearings***

12.6.7 In the conduct of its public hearings under these provisions, a panel shall be bound *mutatis mutandis* by Sub-sections 12.2.24, 12.2.26 and 12.2.27. The panel's powers, including any powers of subpoena, shall not be less than those available to federal environment assessment and review panels established under laws of general application.

#### ***Relevant Factors***

12.6.8 The panel, when assessing any project proposal, shall take into account all matters that are relevant to its mandate, including as appropriate those matters listed in Section 12.5.5.

#### ***Report***

12.6.9 Upon completion of its review, the panel shall forward its report to the Minister of the Environment and the Minister, who shall make it public and who shall forward

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a copy to NIRB.

- 12.6.10 Upon receipt of the report of the panel, NIRB shall have 60 days to review the report and forward its findings and conclusions to the Minister with respect to ecosystemic and socio-economic impacts in the Nunavut Settlement Area. NIRB may identify deficiencies in the panel report, additional terms, conditions and mitigative measures that should be attached to any project approval, additional data requirements, and any other conclusions deemed pertinent by NIRB including whether or not the project proposal should proceed. In so doing, NIRB shall be guided by the primary objectives set out in Section 12.2.5.
- 12.6.11 Upon receipt of the panel report and the recommendations of NIRB the Minister shall:
- (a) accept the report with the terms and conditions proposed by the panel insofar as they apply to the Nunavut Settlement Area;
  - (b) accept the report insofar as it applies to the Nunavut Settlement Area with modifications proposed by NIRB; or
  - (c) reject the panel report or any part thereof insofar as it applies to the Nunavut Settlement Area on the following grounds
    - (i) the project proposal should be rejected on the grounds that the proposal is not in the national or regional interest, in which case the proponent shall be so advised by the Minister,
    - (ii) the project proposal should be allowed to proceed because of its importance in the national or regional interest, in which case NIRB shall consider the terms and conditions with respect to the Nunavut Settlement Area which should be attached to any approval, or
    - (iii) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level of ecosystemic or socio-economic impacts of the project, in which case, NIRB shall thereupon reconsider the terms and conditions with respect to the Nunavut Settlement Area in the light of the Minister's objections.
- 12.6.12 In considering or reconsidering the terms and conditions of a project approval, NIRB shall, within 30 days or such other period as agreed upon with the Minister, report back to the Minister, with respect to the terms and conditions which should be attached to any project approval.
- 12.6.13 Upon receipt of NIRB's report further to Section 12.6.12, the Minister shall:
- (a) accept the terms and conditions; or
  - (b) reject or vary the terms and conditions, in whole or in part, on the grounds that

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- (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the ecosystemic and socio-economic impacts in the Nunavut Settlement Area, or
- (ii) the terms and conditions with respect to the Nunavut Settlement Area are so onerous that they would undermine the viability of a project which is in the national or regional interest.

- 12.6.14 The Minister shall supply NIRB with written reasons for every decision insofar as it applies to the Nunavut Settlement Area.
- 12.6.15 The role of NIRB with respect to any federal environmental assessment panel report shall be confined to those parts of that report that are applicable to or affect the Nunavut Settlement Area.
- 12.6.16 Notwithstanding Sections 12.6.11 and 12.6.13, the panel's report or NIRB's determination with respect to socio-economic impacts unrelated to ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in Sections 12.6.11 and 12.6.13.
- 12.6.17 Upon completion of the process described in Sections 12.6.1 to 12.6.16, NIRB shall issue a NIRB project certificate including any terms and conditions which have been accepted or varied by the Minister.

## **PART 7: MONITORING**

### ***Project Monitoring***

- 12.7.1 The terms and conditions contained in:
- (a) a NIRB project certificate issued pursuant to Section 12.5.12 or 12.6.17;
  - (b) a recommendation of NIRB pursuant to Sub-section 12.4.4(a); or
  - (c) any approvals issued by the NWB,
- may provide for the establishment of a monitoring program for that project which may specify responsibilities for the proponent, NIRB or Government.
- 12.7.2 The purpose of a monitoring program set up pursuant to Section 12.7.1 shall be:
- (a) to measure the relevant effects of projects on the ecosystemic and socio-economic environments of the Nunavut Settlement Area;
  - (b) to determine whether and to what extent the land or resource use in question is carried out within the predetermined terms and conditions;
  - (c) to provide the information base necessary for agencies to enforce terms and

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conditions of land or resource use approvals; and

(d) to assess the accuracy of the predictions contained in the project impact statements.

12.7.3 Without limiting the generality of Section 12.7.2, the monitoring program set up pursuant to that section may include:

(a) a requirement that regulatory agencies and the proponent supply NIRB with reports and information respecting project operations and impacts, and the implementation of mitigative measures;

(b) a requirement for a periodic evaluation by NIRB of monitoring programs for projects; and

(c) based on Sub-section (b), a requirement that NIRB compile a report on the adequacy of the monitoring program and on the ecosystemic and socio-economic impacts of the project.

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

12.7.5 Any monitoring program established for a project under Section 12.7.1 shall be designed so as to avoid duplication of duties and to facilitate coordination of monitoring activities, and may, in addition to any other relevant matters, provide for the variables to be monitored and the program specifications.

#### ***General Monitoring***

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

(a) in accordance with the plan, collate information and data provided by industry, government departments and agencies, amongst others;

(b) in accordance with the plan, report periodically on the ecosystemic and socio-economic environment of the Nunavut Settlement Area; and

(c) use the information collected under Sub-sections (a) and (b) to fulfill its existing responsibilities under Article 11.

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

### **PART 8: FLEXIBILITY IN RELATION TO CERTIFICATES**

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- 12.8.1 NIRB project certificates issued under either Sections 12.5.12 or 12.6.17 may contain terms and conditions expressed to come into force at some time in the future or on the happening of any particular event or contingency.
- 12.8.2 NIRB may on its own account or upon application by a DIO, the proponent, or other interests, reconsider the terms and conditions contained in the NIRB certificate if it is established that:
- (a) the terms and conditions are not achieving their purpose;
  - (b) the circumstances relating to the project or the effect of the terms and conditions are significantly different from those anticipated at the time the certificate was issued; or
  - (c) there are technological developments or new information which provide a more efficient method of accomplishing the purpose of the terms and conditions.
- 12.8.3 Where the Minister determines that any of the conditions in Sub-sections 12.8.2(a), (b) or (c) have been established, NIRB shall reconsider the terms and conditions contained in a certificate, and NIRB shall produce a report of its reconsideration. The Minister may accept, reject or vary that report only on the grounds specified in Section 12.6.13. NIRB shall amend its certificate to reflect any changes as accepted, rejected or varied by the Minister.
- 12.8.4 For greater certainty, Section 12.5.4 applies to a reconsideration by NIRB pursuant to Section 12.8.2 or 12.8.3.

## **PART 9: IMPLEMENTATION**

- 12.9.1 Subject to Section 12.9.3, the terms and conditions of NIRB project certificates shall be implemented by all government departments and agencies in accordance with their authorities and jurisdictional responsibilities.
- 12.9.2 Without limiting the generality of Section 12.9.1, the terms and conditions of NIRB project certificates shall, in accordance with the authorities and jurisdictional responsibilities of government departments and agencies, be incorporated in relevant permits, certificates, licences or other government approvals that the proponent may require. Government departments and agencies shall discuss with NIRB how best to implement the terms and conditions of NIRB project certificates and may provide NIRB with drafts of permits, certificates, licences and other government approvals.
- 12.9.3 Where an independent decision of a regulatory board contains terms and conditions at variance with the terms and conditions of a NIRB project certificate, the regulatory board shall provide reasons to the Government and NIRB justifying the difference. The Governor-in-Council shall consider both the independent decision of the regulatory board and the NIRB project certificate. The NIRB project certificate shall prevail unless:

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(a) with respect to an independent decision of a regulatory board where the government does not have the authority to vary that decision, it is in the national or regional interest that the project proceed; or

(b) with respect to any other independent decision of a regulatory board, the project is considered to be in the national or regional interest and the acceptance of the terms and conditions in the NIRB project certificate would undermine the viability of the project; or

(c) an amendment to the NIRB project certificate is accepted pursuant to Section 12.8.3.

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

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

12.9.5 A decision ceases to be an independent decision of a regulatory board for the purposes of this Part where Government has varied such a decision prior to considering the conflict between the decision and the NIRB certificate.

12.9.6 Where there is conflict between any NIRB project certificate and a decision of a regulatory board not falling within Section 12.9.3, the NIRB project certificate shall prevail.

12.9.7 A licence, permit, certificate or other governmental approval which implements or incorporates any term or condition of a NIRB project certificate may not be called into question in a court of law on the grounds that the issuing agency thereby fettered its discretion or otherwise acted without jurisdiction, when implementing any term or condition of a NIRB project certificate.

12.9.8 Nothing in Sections 12.9.1 to 12.9.7 shall preclude any regulatory or government agency from reviewing a project and imposing additional or more stringent terms and conditions, or from refusing to issue a licence or approval that would be required in order to allow a proposed project to proceed.

12.9.9 The duty to implement referred to in Section 12.9.1 does not include an obligation on Government to amend legislation.

12.9.10 NIRB and the NPC shall, unless they specify otherwise, receive copies of all approvals, regulatory or otherwise, for projects for which NIRB has issued a certificate.

## **PART 10: ENFORCEMENT**

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***Projects Not to Proceed***

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

***Exceptions***

- 12.10.2 Notwithstanding Section 12.10.1, where a project proposal has been referred for review pursuant to Part 5 or 6, approvals or licences for exploration or development activities related to that project may be issued if:
- (a) the activity falls within Schedule 12-1; or
  - (b) the activity can, in the judgement of NIRB, proceed without such a review.

***Continuing Responsibilities***

- 12.10.3 Where permits, certificates, licences or other government approvals which implement or incorporate the terms and conditions of a NIRB project certificate have been issued, the responsible government department or agency shall continue to be responsible for the enforcement of the permit, certificate, licence or other government approval.
- 12.10.4 Responsible government departments and agencies shall apply effective techniques at their disposal for enforcement under Section 12.10.3 and in applying such techniques, they shall not be confined to prosecution or to the suspension of any permit, certificate, licence or other government approval.

***Standing***

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

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## **PART 11: TRANSBOUNDARY IMPACTS**

### *Transboundary Impacts*

- 12.11.1 NIRB may upon request by Government or, with the consent of Government, upon request by a DIO, review a project proposal located outside of the Nunavut Settlement Area which may have significant adverse ecosystemic or socio-economic effects on the Nunavut Settlement Area.
- 12.11.2 Without limiting the jurisdiction of NIRB or EARP as set out in this Article, the Government of Canada and the Territorial Government, assisted by NIRB, shall use their best efforts to negotiate agreements with other jurisdictions to provide for collaboration in the review of project proposals which may have significant transboundary ecosystemic or socio-economic impacts.

## **PART 12: APPLICATION**

### *Geographic Application*

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

### *Limitations*

- 12.12.4 No term or condition which is in contravention of any standards established by any federal or territorial environmental or socio-economic laws of general application, may be imposed pursuant to this Article.
- 12.12.5 Decisions made pursuant to these provisions shall be designed, implemented and interpreted in a manner consistent with Articles 5 and 7.

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*No Statutory Defence*

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

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## **SCHEDULE 12-1**

### **TYPES OF PROJECT PROPOSALS EXEMPT FROM SCREENING**

(Sections 12.3.2, 12.3.3, 12.3.5, 12.10.2)

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

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## ARTICLE 13

### WATER MANAGEMENT

#### PART 1: DEFINITION

13.1.1 In this Article:

"drainage basin" means a geographical area determined by the watershed limits of the systems of water, including surface and underground water, flowing into a common terminus;

"Use of water" does not include navigation.

#### PART 2: NUNAVUT WATER BOARD (NWB) ESTABLISHED

13.2.1 A Nunavut Water Board (NWB) shall be established as an institution of public government. It shall have responsibilities and powers over the regulation, use and management of water in the Nunavut Settlement Area, on a basis at least equivalent to the powers and responsibilities currently held by the Northwest Territories Water Board under the *Northern Inland Waters Act* RSC 1985, c. N-25, and any other responsibilities acquired under this Article.

#### PART 3: ORGANIZATION AND OPERATION OF THE NWB

##### *Membership, Appointment, and Panels*

13.3.1 The NWB shall be composed of nine members. The members shall be appointed as follows:

(a) four members shall be appointed by the Minister of Indian Affairs and Northern Development upon nomination by a DIO;

(b) two members shall be appointed by the Minister of Indian Affairs and Northern Development;

(c) two members shall be appointed by the Minister of Indian Affairs and Northern Development upon nomination by designated Ministers of the Territorial Government, one of whom shall be the Minister responsible for Renewable Resources; and

(d) a chairperson shall be appointed by the Minister of Indian Affairs and Northern Development following consultation with the other members.

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- 13.3.2 Subject to Sections 13.3.3 and 13.3.4, each member shall be appointed for a three year term. Members shall be eligible for reappointment.
- 13.3.3 Additional members may be appointed from time to time in the same manner and ratio as set out in Section 13.3.1. Any such member may be appointed for a specific purpose or for a term of less than three years.
- 13.3.4 Any member may be removed for cause.
- 13.3.5 Where a vacancy occurs, a replacement member may be nominated or appointed for the remainder of the term of the vacant member by the DIO nominating the member under paragraph 13.3.1(a) or by the Minister appointing the member under paragraphs 13.3.1(b) or (c). Upon receiving the nomination, the Minister shall appoint the replacement member pursuant to Section 13.3.1.

#### ***Panels***

- 13.3.6 Legislation may authorize the NWB to constitute itself into panels consisting of two or more NWB members. Such panels shall be composed of an equal number of government and DIO nominees. Legislation may authorize the NWB to delegate to a panel all or any powers of the NWB including the right to hold hearings and grant approvals.

#### ***Matters Binding on Members***

- 13.3.7 Members of the NWB shall perform their duties in accordance with:
- (a) an oath following the form set out in Schedule 5-4 and subscribed prior to assuming office before an officer authorized by law to administer oaths; and
- (b) laws relating to conflict of interest, provided no member shall be considered to be biased in any application before the NWB solely because the member is an Inuk.

#### ***Administration***

- 13.3.8 Members of the NWB shall perform duties on a part-time or full-time basis, as workload dictates, and shall receive fair remuneration as determined by Government for the performance of such duties. Each member shall be entitled to be paid such reasonable travelling and living expenses as are consistent with Treasury Board guidelines for travelling and living expenses of public servants.
- 13.3.9 The NWB shall maintain a head office in the Nunavut Settlement Area.
- 13.3.10 The NWB shall ordinarily meet in the Nunavut Settlement Area.
- 13.3.11 The NWB shall conduct its business in Canada's official languages as required by legislation or policy, and upon request of any member, also in Inuktitut.

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### ***Public Hearings***

- 13.3.12 The NWB shall conduct its hearings in Canada's official languages as required by legislation or policy and, upon request of any member, applicant or intervenor, also in Inuktitut.
- 13.3.13 In designing its by-laws and rules of procedure for the conduct of public hearings, the NWB shall:
- (a) allow and give appropriate weight to evidence to be admitted at public hearings that would not normally be admissible under the strict rules of evidence; and
  - (b) give due regard and weight to Inuit culture, customs and knowledge.
- 13.3.14 Prior to the holding of public hearings on any water application, the NWB shall take all steps necessary by way of notice, dissemination of information and scheduling and location of hearings to provide and promote public awareness in such public hearings.
- 13.3.15 Within a reasonable period of time prior to the commencement of any public hearing, the information provided to the NWB in relation to any water application shall be made available to the public.
- 13.3.16 In the conduct of public reviews, the NWB shall hold hearings in the communities most affected by the water application.

### ***Costs of NWB***

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

## **PART 4: RELATIONSHIP TO LAND USE PLANNING**

### ***Development of Land Use Plans***

- 13.4.1 The NWB shall contribute fully to the development of land use plans as they concern water in the Nunavut Settlement Area by providing its recommendations to the NPC.

### ***Lack of Conformity with Land Use Plans***

- 13.4.2 Where pursuant to Section 11.5.10, the NPC informs the appropriate agencies that a water application does not conform to land use plans or a variance has not been approved, the application shall be rejected. If, pursuant to Section 11.5.11, the applicant subsequently requests and receives an exemption from planning conformity requirements, the application shall be processed by the NWB or NIRB as required.

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### ***Conformity with Land Use Plans***

- 13.4.3 Where the NPC determines, pursuant to Section 11.5.10, that a water application is in conformity with land use plans or a variance has been approved, and where the application falls within Schedule 12-1, the NPC shall forward the application with its determination and recommendations to the NWB for disposition, unless the NPC exercises its authority under Section 13.4.4.
- 13.4.4 Where the NPC has concerns respecting the cumulative impact of development activities in a planning region, it may refer water applications to NIRB for screening even though the application falls within Schedule 12-1.
- 13.4.5 Where the NPC determines, pursuant to Section 11.5.10, that a water application is in conformity with the land use plans or when a variance has been approved, and where the application does not fall within Schedule 12-1, the NPC shall forward the application with its determination and recommendations to NIRB for screening.

### ***Absence of Land Use Plans***

- 13.4.6 Sections 13.4.3, 13.4.4 and 13.4.5 shall apply where a land use plan has been approved pursuant to Section 11.5.9. In the absence of a land use plan, water applications requiring screening by NIRB shall be forwarded directly to NIRB.

## **PART 5: RELATIONSHIP TO DEVELOPMENT IMPACT REVIEW**

- 13.5.1 Following receipt of a water application for screening, NIRB shall determine whether it requires a review pursuant to Article 12 and shall so advise the NWB.
- 13.5.2 Where the water application is referred for review under Article 12, the NWB and the review body shall coordinate their efforts to avoid unnecessary duplication in the review and processing of the application. Legislation may provide for joint hearings or authorize the NWB to forego public hearings on any water application where it has participated in a public review of the relevant water application pursuant to Article 12.
- 13.5.3 Where the water application is not referred for review under Article 12, the NWB may process the application.
- 13.5.4 Subject to Sections 12.10.2 and 13.5.5, where a review is required pursuant to Article 12, the NWB shall not approve any water application that forms part of that review until Article 12 has been complied with.
- 13.5.5 Notwithstanding Section 12.10.1, the NWB shall not be precluded from issuing interim, short-term approvals for water uses related to exploration or developmental work for a proposal under development impact review.

## **PART 6: CO-ORDINATION OF RESOURCE MANAGEMENT ACTIVITIES**

- 13.6.1 The NPC, NIRB and the NWB shall co-operate and co-ordinate their efforts in the

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review, screening and processing of water applications to ensure they are dealt with in a timely fashion.

## **PART 7: WATER APPLICATION APPROVAL**

- 13.7.1 With the exception of domestic or emergency use of waters as set out in Section 5 of the *Northern Inland Waters Act* RSC 1985, c. N-25, no person may use water or dispose of waste into water without the approval of the NWB.
- 13.7.2 Subject to Section 13.7.4, the NWB shall hold a public hearing before approving any application. The NWB may, where there is no public concern expressed, waive the requirement for a public hearing.
- 13.7.3 From time to time the Governor-in-Council, after consultation with or on the advice of the NWB, may by regulation prescribe certain classes or types of water applications for which a public hearing need not be held.
- 13.7.4 NWB shall deal summarily with applications prescribed by regulation under Section 13.7.3, unless the NWB considers a public hearing warranted, in which case it may hold a public hearing following, to the extent appropriate, the same procedure as for an application not so prescribed.
- 13.7.5 The NWB shall have the right to delegate its authority to approve applications which do not require public hearings to the chief administrative officer of the NWB.

## **PART 8: PROVISION OF INFORMATION**

- 13.8.1 Consistent with subsection 13(2) of the *Northern Inland Waters Act*, RSC 1985, c. N-25, the NWB, when considering a water application, may issue guidelines to the applicant for provision of information with respect to the following:
- (a) project description;
  - (b) any qualitative and quantitative effects of the proposed water use on the water management area, including anticipated impacts on other water users of that area;
  - (c) steps which the proponent proposes to take to avoid and mitigate adverse impacts;
  - (d) steps which the proponent proposes to take to compensate interests adversely affected by water use;
  - (e) the program the proponent proposes to establish for monitoring impacts of the water use;
  - (f) interests in the lands and waters which the proponent has secured or seeks to secure;

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- (g) options for implementing the project; and
- (h) any other matters that the NWB considers relevant.

#### **PART 9: ENFORCEMENT**

- 13.9.1 Where approval of the NWB is required for a water application, the applicant shall not proceed until approval has been granted.

#### **PART 10: OVERLAP**

##### *Interjurisdictional Water Management*

- 13.10.1 Where a drainage basin is shared between the Nunavut Settlement Area and another jurisdiction, the Government of Canada and the Territorial Government, assisted by the NWB, shall use their best efforts to negotiate agreements with other jurisdictions concerned with the use and management of such drainage basins.
- 13.10.2 In the event that it is determined that the approval of a water application in the Nunavut Settlement Area would have significant bearing upon water use outside the Nunavut Settlement Area, the NWB may collaborate with the competent water authority in the review, if appropriate, of that water application.

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# ARTICLE 14

## MUNICIPAL LANDS

### PART 1: DEFINITIONS

14.1.1 In this Article:

"Municipal Lands" means all lands within a municipal boundary, but excluding:

- (a) Inuit Owned Lands;
- (b) Crown Lands that are
  - (i) the beds of water bodies,
  - (ii) subject to Part 5, within a 100 foot strip along the shoreline of the seacoast, navigable rivers, and navigable lakes measured from the ordinary high water mark,
  - (iii) identified in the *Inventory of Government and Crown Agency Lands in Municipalities*, deposited with the registrar, comprising lands required at present, or in the reasonable foreseeable future, for government facilities or operations, or
  - (iv) acquired by the Crown subsequent to the date of ratification of the Agreement;
- (c) lands owned in fee simple other than lands owned by a Municipal Corporation; and
- (d) mines and minerals, other than granular, quarry and construction materials.

### PART 2: MUNICIPAL STATUS

14.2.1 Schedule 14-1 identifies those communities which, prior to the date of ratification of the Agreement have been afforded corporate municipal status under the applicable Territorial Government legislation.

### PART 3: CONVEYANCE OF MUNICIPAL LANDS

14.3.1 As soon as practicable, and in any event no later than three years after the date of ratification of the Agreement, the Commissioner shall convey the fee simple estate to the Municipal Lands within the built-up area of the municipality to the Municipal Corporation. The built-up area shall include, but shall not be restricted to infrastructure requirements of the municipality including water reservoirs and facilities, community dump sites, sewage lagoons and treatment plants, borrow pits

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for granular, quarry and construction materials, and graveyards. Necessary remedial surveys of the built-up area shall be done expeditiously by the Territorial Government which shall be responsible for the cost thereof.

14.3.2 Subsequent to the conveyance of the fee simple estate of the built-up area of the municipality under Section 14.3.1, and upon the request of the Municipal Corporation, the fee simple estate to any or all legally surveyed portions of Municipal Lands shall be conveyed forthwith to the Municipal Corporation.

14.3.3 Any conveyance pursuant to Sections 14.3.1 or 14.3.2 shall be subject to third party interests existing at the time of conveyance.

#### **PART 4: ADMINISTRATION OF MUNICIPAL LANDS**

14.4.1 As of the date of the ratification of the Agreement, all Municipal Lands, the fee simple estate to which has not been conveyed to the Municipal Corporation, shall be administered and controlled by the Commissioner for the use and benefit of the municipality.

14.4.2 The Commissioner shall not create or dispose of any interest or estates in Municipal Lands without prior written permission of the Municipal Corporation, conditional or otherwise.

14.4.3 Notwithstanding Sections 14.4.1 and 14.4.2, following the date of ratification of the Agreement, and prior to the conveyance to the Municipal Corporation, the Commissioner may transfer administration and control of Municipal Lands to any Minister, agent, or servant of the Crown but subject to,

- (a) the approval of the Municipal Corporation, conditional or otherwise; or
- (b) the payment of compensation to the Municipal Corporation, on the same basis as if the transfer were an expropriation,

and upon such transfer the lands shall cease to be Municipal Lands.

#### **PART 5: ADMINISTRATION OF THE 100-FOOT STRIP**

14.5.1 As of the date of ratification of the Agreement, the 100 foot strip referred to in Paragraph 14.1.1(b) (ii) shall be administered and controlled by the Commissioner for the use and benefit of the municipality.

14.5.2 The Commissioner shall not:

- (a) permanently alienate all or any part of the 100 foot strip referred to in Paragraph 14.1.1(b) (ii), or
- (b) create any interest in all or any part of the 100 foot strip referred to in Paragraph 14.1.1(b) (ii) without prior written permission of the Municipal Corporation, conditional or otherwise.

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14.5.3 Notwithstanding Sections 14.5.1 and 14.5.2, following the date of ratification of the Agreement, the Commissioner may transfer administration and control of any part of the 100 foot strip referred to in Paragraph 14.1.1(b) (ii) to any Minister, agent, or servant of the Crown but subject to,

- (a) the approval of the Municipal Corporation, conditional or otherwise, or
- (b) the payment of compensation to the Municipal Corporation, on the same basis as if the transfer were an expropriation,

and upon such transfer the lands shall cease to be administered and controlled for the use and benefit of the municipality.

## **PART 6: MUNICIPAL BOUNDARIES**

14.6.1 Nothing in this Article shall be construed so as to prevent the variance of a municipal boundary or the creation of a new municipality after the date of ratification of the Agreement. Such variance of a municipal boundary or creation of a new municipality shall not:

- (a) affect, in itself, the title to lands;
- (b) include Inuit Owned Lands without the written permission, conditional or otherwise, of a DIO; or
- (c) require amending the Agreement.

14.6.2 Any variance to an existing municipal boundary or creation of a boundary for a new municipality shall be drawn in such a way as to provide the municipality with sufficient lands based on current and future needs to encompass:

- (a) the projected expansion requirements of the community;
- (b) the community water supply;
- (c) the solid waste disposal areas;
- (d) resource areas sufficient to provide a supply of granular, quarry, and construction materials for the community;
- (e) existing or proposed community transportation and communication networks;
- (f) community airstrips and docking areas;
- (g) a necessary buffer area around the perimeter of the projected urban community to control development and discourage unorganized development;
- (h) areas contiguous to the community that are actively utilized by the community on a continuous or seasonal basis for recreational or other purposes and which

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have property development implications; and

- (i) areas unique to an individual community that may arise on a case-by-case basis and which may be required by a community in the conduct of its municipal responsibilities.

#### **PART 7: RIGHT TO ACQUIRE SURPLUS GOVERNMENT LANDS**

- 14.7.1 Where, after the date of ratification of the Agreement, Government determines that land within a municipal boundary held at the date of ratification of the Agreement, is no longer needed for government purposes, and such land has been declared to be surplus, Government shall convey the fee simple estate to the Municipal Corporation in exchange for nominal consideration.

#### **PART 8: LIMITS ON ALIENATION OF MUNICIPAL LANDS**

- 14.8.1 Between the first and second anniversary of the date of the ratification of the Agreement, the Territorial Government shall conduct a referendum within each municipality to determine whether a majority of the municipal voters are in favour of restricting alienation of Municipal Lands.
- 14.8.2 Where a majority of municipal voters choose by referendum to restrict alienation of Municipal Lands, the Municipal Corporation shall not sell, assign, or create any interest or rights in such lands that:
  - (a) exceed 99 years in duration, including any period of renewal; or
  - (b) arise more than 99 years in the future.
- 14.8.3 Prior to the conducting of the referendum referred to in Section 14.8.1, the restrictions referred to in Section 14.8.2 shall apply to Municipal Lands.
- 14.8.4 At any time after 20 years, the municipal voters may elect by referendum to remove the restriction on alienation.
- 14.8.5 Where a municipal plan is not in effect with respect to all or part of the Municipal Lands of a municipality, the Municipal Corporation shall not create any legal or equitable interest or estate in the land or otherwise allow development to proceed on the lands, without the prior written permission of the Commissioner.

#### **PART 9: TEMPORARY TRANSFER OF ADMINISTRATION**

- 14.9.1 A Municipal Corporation may at any time exchange undertakings or enter into agreements with the Commissioner whereby its administrative responsibilities over all or part of the Municipal Lands that it owns may be temporarily discharged by the Commissioner.

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**PART 10: ABANDONED MUNICIPALITIES**

14.10.1 In the event that a Municipal Corporation no longer exists, its Municipal Lands are abandoned and its Municipal Lands are not required for government purposes the DIO shall have a right of first refusal:

(a) to purchase the lands; or

(b) at the election of the DIO, to exchange the lands for Inuit Owned Lands of comparable value; when Government and the DIO cannot agree on the lands to be exchanged, the matter shall be resolved pursuant to Article 38.

**PART 11: EXPROPRIATION OF MUNICIPAL LANDS**

14.11.1 Expropriation of Municipal Lands shall occur in accordance with laws of general application.

**PART 12: NEW MUNICIPALITIES**

14.12.1 This Article, with the exception of Section 14.2.1, shall apply to municipalities established subsequent to the date of ratification of the Agreement, and for this purpose, "the date of ratification of the Agreement" shall be deemed to be "the date of establishment of the municipality".

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## **SCHEDULE 14-1**

### **EXISTING MUNICIPALITIES**

(Section 14.2.1)

#### ***Baffin Region***

Arctic Bay  
Broughton Island  
Cape Dorset  
Clyde River  
Hall Beach  
Grise Fiord  
Igloolik  
Iqaluit  
Lake Harbour  
Pangnirtung  
Pond Inlet  
Resolute Bay  
Sanikiluaq

#### ***Keewatin Region***

Arviat  
Baker Lake  
Chesterfield Inlet  
Coral Harbour  
Rankin Inlet  
Repulse Bay  
Whale Cove

#### ***Kitikmeot Region***

Cambridge Bay  
Coppermine  
Gjoa Haven  
Pelly Bay  
Spence Bay

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## **ARTICLE 15**

### **MARINE AREAS**

#### **PART 1: PRINCIPLES**

- 15.1.1 This Article recognizes and reflects the following principles:
- (a) Inuit are traditional and current users of certain marine areas, especially the land-fast ice zones;
  - (b) the legal rights of Inuit in marine areas flowing from the Agreement are based on traditional and current use;
  - (c) Canada's sovereignty over the waters of the arctic archipelago is supported by Inuit use and occupancy;
  - (d) Inuit harvest wildlife that might migrate beyond the marine areas;
  - (e) an Inuit economy based in part on marine resources is both viable and desirable;
  - (f) there is a need to develop and co-ordinate policies regarding the marine areas; and
  - (g) there is a need for Inuit involvement in aspects of Arctic marine management, including research.

#### **PART 2: APPLICATION**

- 15.2.1 If a Park or Conservation Area is established and that Park or Conservation Area partially extends beyond the marine areas, Article 8 or 9, as the case requires, shall apply to that entire Park or Conservation Area.
- 15.2.2 Articles 5, 6, 8, 9, 11, 12, 23, 24, 25, 27, 33, and 34 shall apply to marine areas subject to any qualifications contained in those Articles.
- 15.2.3 There shall be no Inuit Owned Lands in marine areas.

#### **PART 3: WILDLIFE MANAGEMENT AND HARVESTING BEYOND THE MARINE AREAS OF THE NUNAVUT SETTLEMENT AREA**

- 15.3.1 Government will maintain a structure or structures to promote coordinated management of migratory marine species in Zones I and II and adjacent areas.
- 15.3.2 The NWMB shall appoint appropriate representation from the Nunavut Settlement Area to the structure or structures referred to in Section 15.3.1.

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- 15.3.3 A structure or structures referred to in Section 15.3.1 shall not diminish the decision-making role of the NWMB within the marine areas of the Nunavut Settlement Area.
- 15.3.4 Government shall seek the advice of the NWMB with respect to any wildlife management decisions in Zones I and II which would affect the substance and value of Inuit harvesting rights and opportunities within the marine areas of the Nunavut Settlement Area. The NWMB shall provide relevant information to Government that would assist in wildlife management beyond the marine areas of the Nunavut Settlement Area.
- 15.3.5 Part 9 of Article 5 shall apply to any international or domestic interjurisdictional agreement relating to wildlife management applicable to Zones I and II.
- 15.3.6 The NWMB may identify wildlife research requirements and deficiencies, review research proposals and applications, and where appropriate recommend acceptance or rejection of such proposals or applications within Zones I and II and, in making any decision which affects Zones I and II, Government shall consider such recommendations.
- 15.3.7 Government recognizes the importance of the principles of adjacency and economic dependence of communities in the Nunavut Settlement Area on marine resources, and shall give special consideration to these factors when allocating commercial fishing licences within Zones I and II. Adjacency means adjacent to or within a reasonable geographic distance of the zone in question. The principles will be applied in such a way as to promote a fair distribution of licences between the residents of the Nunavut Settlement Area and the other residents of Canada and in a manner consistent with Canada's interjurisdictional obligations.
- 15.3.8 For greater certainty, nothing in this Article shall preclude Inuit access to wildlife for harvesting purposes in Zones I and II.

#### **PART 4: MARINE MANAGEMENT**

- 15.4.1 The NIRB, the NWB, the NPC, and the NWMB may jointly, as a Nunavut Marine Council, or severally advise and make recommendations to other government agencies regarding the marine areas, and Government shall consider such advice and recommendations in making decisions which affect marine areas.

#### **PART 5: SAVING**

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

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## **ARTICLE 16**

### **OUTER LAND FAST ICE ZONE - EAST BAFFIN COAST**

#### **PART 1: GENERAL**

- 16.1.1 In the Outer Land Fast Ice Zone the following Articles shall apply, in a manner consistent with Canada's sovereignty, sovereign rights and jurisdiction, and with Canada's international obligations:
- (a) Article 5, with respect to;
    - (i) all harvesting from land-fast ice, and
    - (ii) all marine mammals in open waters; and
  - (b) Articles 6, 11, 12 and 25.
- 16.1.2 In addition to the rights under Section 16.1.1, Inuit shall have the right to continue to use open waters in the Outer Land Fast Ice Zone for the purpose of harvesting, for domestic consumption, all species other than marine mammals. Inuit shall not need licences for such activities but shall be subject to all other management regulations imposed by appropriate government authorities consistent with Part 3 of Article 15.
- 16.1.3 Fisheries in the Outer Land Fast Ice Zone shall be managed so as not to deplete marine mammal populations.

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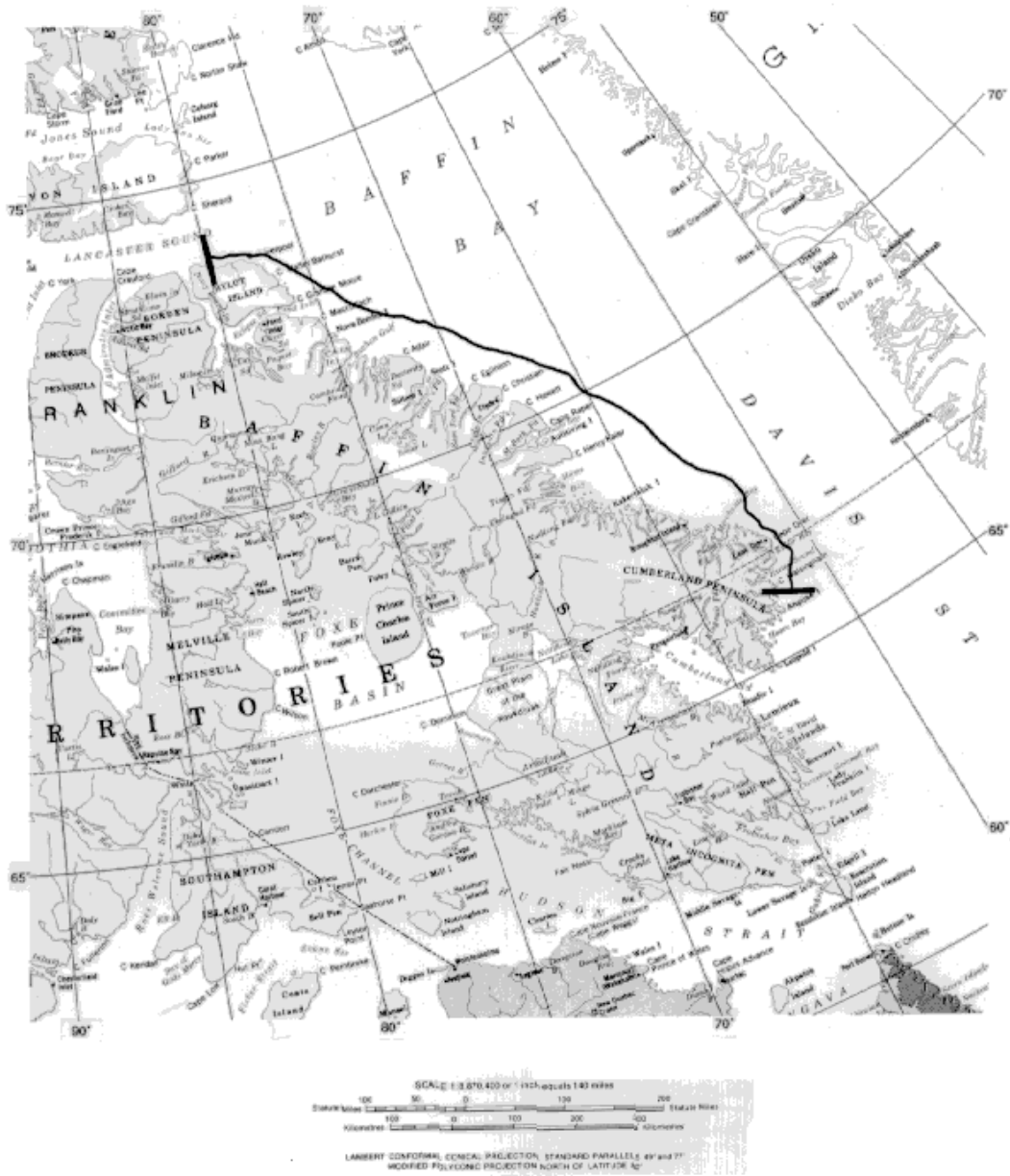
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# SCHEDULE 16-1

## LIMIT OF LAND FAST ICE - EAST BAFFIN COAST

(for general information purposes only)

(Section 1.1.1 "Outer Land Fast Ice Zone")



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# ARTICLE 17

## PURPOSES OF INUIT OWNED LANDS

### PART 1: GENERAL

- 17.1.1 The primary purpose of Inuit Owned Lands shall be to provide Inuit with rights in land that promote economic self-sufficiency of Inuit through time, in a manner consistent with Inuit social and cultural needs and aspirations.
- 17.1.2 Inuit Owned Lands are expected to include areas with the following characteristics, not in order of priority:
- (a) areas of value principally for renewable resource reasons, including
    - (i) principal or other wildlife harvesting areas,
    - (ii) areas of significant biological productivity or of value for conservation purposes,
    - (iii) areas of high potential for propagation, cultivation or husbandry,
    - (iv) areas of current or potential occupation by outpost camps,
    - (v) areas of value for sport camps or other tourist opportunities; and
  - (b) areas of value principally for reasons related to the development of non-renewable resources, including
    - (i) areas of known or potential mineral deposits,
    - (ii) areas of value for various operations and facilities associated with the development of non-renewable resources;
  - (c) areas of commercial value; and
  - (d) areas of archaeological, historical or cultural importance.
- 17.1.3 Inuit Owned Lands shall, to the extent possible, provide for a mix of the characteristics outlined above in order to secure balanced economic development. However, the relative weighting of the characteristics with respect to any particular community or region shall turn on the actual and potential economic opportunities at hand and the particular community or regional preferences.
- 17.1.4 The Parties agree that the provisions of this Article have been complied with in respect of Inuit Owned Lands vested on the date of ratification of the Agreement.

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

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## ARTICLE 18

### PRINCIPLES TO GUIDE THE IDENTIFICATION OF INUIT OWNED LANDS

#### PART 1: GENERAL

- 18.1.1 The primary principle to guide the identification process of Inuit Owned Lands shall be to provide Inuit with maximum opportunity to identify such areas in pursuit of the purposes of Inuit Owned Lands. Subject to this primary principle, the identification process for Inuit Owned Lands shall reflect the following:
- (a) identification may take place in areas subject to third party interests; any rights or interests of third parties shall be dealt with equitably; the identification may be made on a case-by-case basis;
  - (b) in general, identification shall not include areas subject to third party interests in the form of fee simple estates in private hands;
  - (c) consistent with provisions dealing with community ownership of land, areas may be identified in or near communities, provided that identification of such areas shall not prevent a community from carrying out its regular community functions or prevent its growth;
  - (d) areas may be identified in all lands currently required, or foreseeably required, for wildlife sanctuaries, Conservation Areas, Parks, archaeological sites or similar categories of lands dedicated for the protection of wildlife or wildlife habitat or for recreational or cultural purposes, provided that
    - (i) such areas shall be subject to provisions dealing with wildlife, land management, and laws of general application, and
    - (ii) certain areas within potential parks, and within areas of particular archaeological, historical or cultural significance, may not be identified; it is expected that the boundaries of Parks will emerge through the identification process;
  - (e) identification in areas of overlapping use and occupation with other aboriginal peoples may not be finalized until issues relating to such overlap are resolved;
  - (f) on a case-by-case basis, identification may not extend to certain areas required at present, or in the reasonably foreseeable future, for federal or territorial government facilities or operations;
  - (g) on a case-by-case basis, identification may not extend to lands needed for public purposes or utilities, the need for which becomes apparent during the identification process;



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(h) on a case-by-case basis, identification may not extend to within a 100 feet of certain shorelines; and

(i) in general, areas shall be identified so as to avoid undue fragmentation.

18.1.2 During the land identification process, Inuit shall have the right to identify lands containing known deposits of carving stone as Inuit Owned Lands.

18.1.3 The Parties agree that the provisions of this Article have been complied with in respect of Inuit Owned Lands vested on the date of ratification of the Agreement.

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

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## ARTICLE 19

### TITLE TO INUIT OWNED LANDS

#### PART 1: DEFINITIONS

19.1.1 In this Article:

"land titles office" means the office of the registrar;

"natural boundary" means a boundary described in relation to the position of a natural feature;

"property description" means

(a) in the case of those lands that vest pursuant to Section 19.3.1, any of the maps titled *Inuit Owned Lands, Ownership Map*, in the series Nos. 1 to 237 or any plan replacing any of those maps pursuant to Section 19.8.4 or 19.8.12, and

(b) in the case of those lands that vest pursuant to another section of the Agreement, the map or plan or other description of those lands;

"significant deposit" means a deposit of carving stone determined by the DIO to be suitable for the exercise of Inuit rights under Sections 19.9.2 and 19.9.7;

"Surveyor General" means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized by the federal Minister of Energy, Mines and Resources to carry out any or all of the duties of the Surveyor General.

#### PART 2: FORM OF TITLE

19.2.1 Inuit Owned Lands shall be held in either of the following forms:

(a) fee simple including the mines and minerals that may be found to exist within, upon or under such lands; or

(b) fee simple saving and excepting the mines and minerals that may be found to exist within, upon or under such lands, together with the right to work the same, but including the right to all specified substances.

19.2.2 The right to work minerals referred to in Sub-section 19.2.1(b) does not entail the right to empower a person to explore, develop, produce or transport minerals in, on or under Inuit Owned Lands except in accordance with Article 21.

19.2.3 Where a third party holds a mineral interest from the Crown in relation to lands, title to which is held by Inuit in the form referred to in Sub-section 19.2.1(a) or (b), the third party shall have the right to remove, work and use all or any specified

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substances in the lands subject to that mineral interest in the course of exercising the rights accorded by the interest, provided that such removal, working or use is strictly incidental to the working of the interest. No compensation shall be payable by the third party to the DIO for such specified substances except:

- (a) as may be provided under Part 7 of Article 21; and
- (b) where the specified substances are used for a purpose not directly related to the exercise of that mineral interest.

19.2.4 Any dispute as to the amount of any compensation payable or the circumstances in which it becomes payable under Section 19.2.3 may be referred by either the DIO or the third party to the Tribunal for resolution.

19.2.5 Unless otherwise provided in a property description, title to Inuit Owned Lands shall include title to those lands covered by water except where:

- (a) a bank of a river, stream, lake or other water body forms the boundary of a parcel of Inuit Owned Lands; or,
- (b) in the case of a lake or other water body, Inuit Owned Lands do not enclose the lake or water body.

19.2.6 Inuit Owned Lands shall not include areas described in Schedule 19-1 and shown on the map appended thereto for information purposes only, or marine areas.

19.2.7 Notwithstanding anything in Section 19.2.5, Government has the right, subject to the Agreement, to protect and manage water and land covered by water, and to use water in connection with such right, throughout the Nunavut Settlement Area for public purposes, including:

- (a) management and research in respect of wildlife, and aquatic habitat;
- (b) protection and management of navigation and transportation, establishment of navigation aid devices, and dredging of navigable water bodies;
- (c) protection of water resources from contamination and degradation; and
- (d) flood control and fire fighting.

### **PART 3: VESTING OF INUIT OWNED LANDS UPON RATIFICATION**

19.3.1 Upon ratification of the Agreement, the Inuit Owned Lands totalling an area at least equal to the amounts specified in Schedules 19-2 to 19-7 and shown on the maps titled *Inuit Owned Lands, Ownership Map*, in the series Nos. 1 to 237 shall vest in the DIO in the form indicated on those maps and in accordance with the descriptions on those maps.

19.3.2 The maps referred to in Section 19.3.1 are those maps that were jointly delivered

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by the Parties to the registrar on the 15th day of April 1993.

- 19.3.3 A copy of the maps referred to in Section 19.3.1, certified by both Parties as true and accurate, shall be provided to each of the Parties prior to the delivery of the maps pursuant to Section 19.3.2.
- 19.3.4 The registrar shall record the fact of the vesting of title in the DIO of the Inuit Owned Lands referred to in Section 19.3.1 as soon as possible after the date of ratification of the Agreement.

#### **PART 4: FUTURE INUIT OWNED LANDS**

19.4.1 Government shall grant to the DIO, as Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b), the lands described in an item of Part I or II of Schedule 19-8:

- (a) in the case of Part I of the Schedule, six months after
- (i) the DIO provides Government with a letter obtained from the lessee referred to in that item stating that the lessee consents to its lease being located on Inuit Owned Lands, or
  - (ii) the lease referred to in that item terminates,

whichever event first occurs, on the condition the consent is given or the lease terminates within two years of the date of ratification of the Agreement; and

- (b) in the case of Part II of the Schedule, when Government declares the lands to be surplus to its needs and the DIO pays Government their fair market value.

19.4.2 The lands described in an item of Part III of Schedule 19-8 shall vest in the DIO as Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b) on the date or event specified in that item.

#### **PART 5: FUTURE INUIT OWNED LANDS STATUS**

19.5.1 Any portion of the lands in Pangnirtung described in an item of Schedule 19-9 shall become Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b) when the DIO acquires the fee simple interest to that portion at no cost to Government.

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## **PART 6: FUTURE GRANTS TO GOVERNMENT**

### ***North Warning System Microwave Repeater Sites***

19.6.1 The DIO shall grant to Government, at no cost to Government, for microwave repeater structures to be established as part of the North Warning System,

- (a) its full interest in the parcels of Inuit Owned Lands specified in Part I of Schedule 19-10, and
- (b) up to two easements on the parcels of Inuit Owned Lands specified in Part II of Schedule 19-10,

upon receipt by the DIO from Government of a description of the more precise locations of these parcels and that easement. Government shall survey the parcels granted under Sub-section (a).

### ***North Warning System Resupply Easement***

19.6.2 The Inuit Owned Lands described in an item of Part III of Schedule 19-10 shall become subject to an easement, at no cost to Government, as a route for the winter resupply of the North Warning System between the places referred to in that item upon:

- (a) agreement between Government and the DIO granting to Government that easement; or
- (b) determination by an arbitration panel pursuant to Article 38 of the location of that easement and of the terms and conditions of use for that easement.

### ***Public Easements***

19.6.3 The Inuit Owned Lands described in an item of Schedule 19-11 are subject to the easement described in that item except that the more precise location of the easement and the terms and conditions of its exercise may be determined by:

- (a) agreement between Government and the DIO; or
- (b) an arbitration panel, pursuant to Article 38, at the request of Government or the DIO.

## **PART 7: ALIENATION OF INUIT TITLE**

19.7.1 Subject to Section 19.7.2, title to Inuit Owned Lands shall not be conveyed, transferred or otherwise disposed of by the DIO except to another DIO or the Government of Canada or as otherwise provided in the Agreement.

19.7.2 Within a municipality, title to Inuit Owned Lands may be conveyed, transferred or otherwise disposed of by the DIO to the Government of Canada, Territorial

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Government or a Municipal Corporation as appropriate.

- 19.7.3 Sections 19.7.1 and 19.7.2 shall not be construed as preventing the grant of leases, licences or any other interest less than fee simple title in or over Inuit Owned Lands by the DIO.

## **PART 8: PROPERTY DESCRIPTIONS, SURVEYS AND BOUNDARIES**

### *Descriptive Map Plans*

- 19.8.1 Government shall prepare, and, within two years of the date of ratification of the Agreement, complete at no cost to the DIO, descriptive map plans for all Inuit Owned Lands vesting pursuant to Section 19.3.1 or Sub-section 19.4.1(a) that have not been surveyed and that are not required to be surveyed pursuant to Sub-section 19.8.8(d).
- 19.8.2 Subject to Section 19.8.3, the descriptive map plans prepared pursuant to Section 19.8.1 shall contain text incorporated directly onto plans derived from National Topographic Series maps with the necessary detail appearing at a scale not smaller than 1:250,000, describing in detail the boundaries of Inuit Owned Lands.
- 19.8.3 For the purpose of the descriptive map plans prepared pursuant to Section 19.8.1, the boundaries of Inuit Owned Lands within municipalities shall be described on 1:2,000 scale municipal maps or on plans derived from the National Topographic Series maps with necessary detail appearing at a scale not smaller than 1:50,000.
- 19.8.4 Upon approval by the DIO and Government, the descriptive map plans prepared pursuant to Section 19.8.1 shall be jointly delivered by the Parties to the registrar at no cost to the DIO and shall, immediately upon delivery, become the property descriptions of Inuit Owned Lands, replacing the initial property descriptions, effective as of the date of ratification of the Agreement.
- 19.8.5 Upon delivery pursuant to Section 19.8.4 of any descriptive map plan for any parcel of Inuit Owned Lands that vests under Section 19.3.1 or Sub-section 19.4.1(a), the Minister shall deposit with the registrar a notification that the parcel of Inuit Owned Lands has been vested in the DIO and this notification shall be accepted by the registrar and dealt with in all respects, including the issuance of a certificate of title, as if it were letters patent in favour of the DIO, even if there is no plan of survey and regardless of the size of the parcel.
- 19.8.6 A notification referred to in Section 19.8.5 shall specify that the title is subject to any qualifications provided by the Agreement.
- 19.8.7 After deposit of a notification under Section 19.8.5, a notice to the registrar from a DIO in which title to Inuit Owned Lands is vested that another DIO has full authority in respect of those lands shall be dealt with in all respects as if it were a grant of title from the former DIO to the other DIO.

### *Surveys*

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19.8.8 The majority of Inuit Owned Lands will not require surveys to determine the boundaries, however:

(a) the boundaries or part of the boundaries of Inuit Owned Lands shall be surveyed by Government when the DIO and Government agree that surveys are required to avoid or resolve conflicts with another title or interest holder;

(b) the boundaries or part of the boundaries of Inuit Owned Lands may for any purpose be surveyed at Government's discretion;

(c) the boundaries of the parcels excluded from Inuit Owned Lands described in Schedule 19-12 shall be surveyed by Government within one year of the date of ratification of the Agreement; and

(d) the boundaries of Inuit Owned Lands within municipal boundaries that are described in Schedule 19-13 shall be surveyed by Government within three years of the date of ratification of the Agreement.

19.8.9 The Government of Canada shall be responsible for the cost of each legal survey which is conducted pursuant to Section 19.8.8 provided that this provision shall not prevent that Government from levying charges in respect of such surveys on any person whose lands abut Inuit Owned Lands.

19.8.10 Government shall not be responsible for the costs of surveys associated with the leasing or subdivision of Inuit Owned Lands.

19.8.11 Each boundary survey conducted pursuant to Section 19.8.8 shall be conducted and monuments shall be placed in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act*, as if the lands were still Crown lands.

19.8.12 Where a legal survey is completed for any boundary or any part of a boundary of Inuit Owned Lands, the plan of survey, when signed by the DIO and Government and delivered to the registrar, shall become the property description for that boundary or that part, replacing any previous property description of that boundary or that part, effective as of the date of ratification of the Agreement.

***Natural Boundaries***

19.8.13 Natural boundaries of Inuit Owned Lands along waters shall be located at the ordinary high water mark, unless otherwise indicated in property descriptions.

19.8.14 Notwithstanding Sections 19.3.1, 19.8.4 and 19.8.12 and for greater certainty, natural boundaries, including offset natural boundaries, of Inuit Owned Lands shall move with the various natural processes of erosion and accretion, including isostatic rebound of coastal areas, and any other natural movement of the natural feature in relation to which the boundary is described that is gradual and imperceptible from moment to moment.

19.8.15 Subject to Section 19.8.12, where a survey of Inuit Owned Lands is being

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conducted and where any natural boundary of Inuit Owned Lands is found to be unclear, the Surveyor General shall have the authority to place a series of monuments approximating the mean position of the intended boundary.

- 19.8.16 Lands within 100 feet of the boundary of the Nunavut Settlement Area shall not be Inuit Owned Lands, except where the bank of a river or lake forms part of the boundary of the Nunavut Settlement Area and can be used to clearly locate the Inuit Owned Lands parcel as being within the Nunavut Settlement Area.

***Subsurface Boundary Disputes***

- 19.8.17 Any dispute as to boundaries between the holders of recorded mineral claims, one or more of which is,

- (a) in existence at the date of ratification of the Agreement, or
- (b) recorded after the date of ratification of the Agreement but under the terms of a prospecting permit in effect on the date of ratification of the Agreement,

and which is located in whole or in part on Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) shall be resolved in accordance with the provisions of the *Canada Mining Regulations* in existence at the date of ratification of the Agreement.

- 19.8.18 Any disputes as to boundaries between a holder of a recorded mineral claim described in Sub-section 19.8.17(a) or (b) and the holder of an interest created by the DIO in Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) shall be resolved in accordance with the provisions of the *Canada Mining Regulations* in existence at the date of ratification of the Agreement.

- 19.8.19 The registrar shall, upon deposit of a decision pursuant to Section 19.8.17 or 19.8.18 in the land titles office, reflect that decision in any documents registered in the office.

**PART 9: RIGHTS TO CARVING STONE**

- 19.9.1 Following the date of the ratification of the Agreement, Government shall notify the DIO of the discovery of any deposits of carving stone on Crown lands.

- 19.9.2 Following the date of the ratification of the Agreement, the DIO shall, subject to Government obligations respecting third party rights, have the right:

- (a) to obtain an exclusive quarry lease to significant deposits of carving stone; or
- (b) to acquire title to the land containing significant deposits of carving stone in exchange for other Inuit Owned Lands.

Lands acquired under Sub-section (b) shall be Inuit Owned Lands.

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- 19.9.3 If Government and the DIO cannot agree on the lands to be exchanged pursuant to Sub-section 19.9.2(b), the matter shall be referred to arbitration pursuant to Article 38.
- 19.9.4 An Inuk shall have the right to remove up to 50 cubic yards per year of carving stone from Crown lands without a permit and the right may be exercised on Crown lands that are subject to other interests on condition that:
- (a) there be no significant damage; and
  - (b) there be no significant interference with use and quiet enjoyment of the land by the interest holder.
- 19.9.5 In the event of any conflict between a DIO holding a permit or a lease to quarry carving stone and a person who has rights to explore for, develop or produce minerals other than specified substances, the conflict in respect of those rights shall be resolved by the Tribunal.
- 19.9.6 No person other than a DIO may be granted a permit or a lease to quarry carving stone on Crown lands for carving purposes, or to dispose of carving stone for carving purposes.
- 19.9.7 Prior to the establishment of a National Park in the Nunavut Settlement Area, the agency responsible for establishing the Park shall undertake at the request of Inuit in affected communities, when there is potential for carving stone, a detailed study to determine the location, the extent and quality of any deposit of carving stone within the proposed boundaries of the Park. At the request of Inuit, significant deposits of carving stone and routes of access shall be excluded from the boundaries of the Park, insofar as such exclusions would not appreciably detract from the park purpose or objectives.
- 19.9.8 Sections 19.9.1 to 19.9.6 do not apply within National Parks. Within National Parks, Inuit have the right to remove carving stone subject to the terms and conditions of an IIBA pursuant to Article 8 regarding technology, amount, physical access, the protection of the environment and integrity of the Park, and any other terms and conditions as may be appropriate. Except as permitted by the agency responsible, Inuit shall not extract carving stone in National Parks with powered tools or explosives.
- 19.9.9 Within Territorial Parks and Conservation Areas, Inuit rights under Sections 19.9.2 and 19.9.4 shall be exercised only as provided for in an IIBA pursuant to Article 8 or 9.

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**PART 10: MUNICIPAL LAND DEVELOPMENT COSTS**

19.10.1 The DIO shall reimburse the Territorial Government for the costs listed in Schedule 19-14, being costs incurred before the date of ratification of the Agreement in the development of each of the parcels of Inuit Owned Lands that are specified in the Schedule, payment to be made at the time that a development permit is issued in respect of that parcel.

**PART 11: CONDITION OF VESTING**

19.11.1 The vesting of title under Section 19.3.1 in respect of

- (a) parcel RE-28/46O,P on the Melville Peninsula is subject to any surface disturbances or improvements created, before the date of ratification of the Agreement, by Borealis Exploration Limited, and
- (b) Lot 52, Plan 737 (former RCMP post), Lake Harbour is subject to any improvements created, before the date of ratification of the Agreement, by the Royal Canadian Mounted Police,

and Government is not liable to Inuit or the DIO for any loss or damage relating to or costs incurred in respect of those disturbances or improvements.

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## SCHEDULE 19-1

### HIGH ARCTIC AREAS EXEMPTED FROM AREAS AVAILABLE FOR INUIT OWNED LANDS

(Section 19.2.6)

- Melville Island** Commencing at the intersection of 75E00'N latitude and 110E00'W longitude, on the eastern land boundary of the Inuvialuit Settlement Region;
- thence northeasterly in a straight line to the intersection of 75E10'N latitude and 109E00'W longitude;
- thence northeasterly in a straight line to the intersection of 75E18'N latitude and 107E00'W longitude;
- thence northeasterly in a straight line to the intersection of 76E00'N latitude and 106E00'W longitude;
- Byam Martin Channel** thence easterly in a straight line to the intersection of 76E00'N latitude and 105E00'W longitude, in Byam Martin Channel;
- thence southeasterly in a straight line to the intersection of 75E51'N latitude and the western shore of Ile Marc at approximately 103E49'W longitude;
- thence southeasterly in a straight line to the intersection of 75E45'N latitude and the western shore of Alexander Island at approximately 103E21'W longitude;
- thence easterly along the southern shore of Alexander Island to the intersection of 75E47'N latitude and 102E32'W longitude;
- Bathurst Island West** thence due east along said parallel of latitude to its intersection with 101E00'W longitude, on Bathurst Island;
- thence northeasterly in a straight line to the intersection of the north shore of Dundee Bight and 76E00'N latitude at approximately 99E57'W longitude;
- thence northeasterly in a straight line to mouth of the Stuart River on the east shore of Stuart Bay at approximately 76E10'N latitude and 99E24'W longitude;
- thence northwesterly in a straight line to Cape Mary at the intersection of 76E38'N latitude and 99E40'W longitude;

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**Allard and Richards Islands**

thence due east along said parallel of latitude to the west coast of Allard Island at approximately 99E23'W longitude, and then easterly in a straight line along the north coast to the northernmost point of said island;

thence northeasterly in a straight line to the west coast of Richards Island at approximately 76E40'N latitude and 99E09'W longitude and then easterly along the north coast to the northeasternmost point of said island;

**Bathurst Island North**

thence easterly in a straight line to the coast of Bathurst Island at approximately 76E41'N latitude and 98E46'W longitude, north of Cracraft Sound;

thence easterly along the northern coast of Bathurst Island to Cape Lady Franklin at 76E40'N latitude and approximately 98E27'W longitude;

**Pioneer Island**

thence northeasterly in a straight line to and along the north coast of Pioneer Island to the point of intersection with 96E55'W longitude and approximately 76E59'N latitude;

**Devon Island**

thence in a straight line to and then along the north coast of the Grinnell Peninsula of Devon Island to Cape Briggs at 77E12'N latitude and approximately 95E43'W longitude;

thence northeasterly in a straight line to the intersection of 77E26'N latitude and 93E30'W longitude in Norwegian Bay, southwest of Cornwall Island;

**Axel Heiberg Island**

thence northeasterly in a straight line to Cape Southwest on Axel Heiberg Island at 78E12'N latitude and approximately 92E02'W longitude;

thence easterly along the coast of Axel Heiberg Island to Hyperite Point at 78E09'N latitude and approximately 88E51'W longitude;

thence northerly following the west shore of Wolf Fiord to the intersection of approximately 78E38'N latitude and 88E45'W longitude;

thence northerly in a straight line to a point west of Skaare Fiord at 79E00'N latitude and 88E20'W longitude;

thence northerly in a straight line to the intersection of 79E43'N latitude and 88E00'W longitude;

**Eureka Sound**

thence easterly in a straight line to the intersection of 80E00'N latitude and 87E00'W longitude in Eureka Sound;

**Ellesmere Island**

thence easterly in a straight line to the shore of Slidre Fiord at 79E58'N latitude and approximately 86E25'W longitude, near Cape Hare;

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**Fosheim Peninsula** thence east along the south shore of Slidre Fiord to the intersection of 79E55'N latitude and approximately 85E00'W longitude;

thence southeasterly in a straight line to the intersection of 79E38'N latitude and 83E45'W longitude in the Sawtooth Mountains;

thence northerly in a straight line to the intersection of 79E41'N latitude and 83E40'W longitude;

thence southerly in a straight line to the intersection of 79E37'N latitude and 83E35'W longitude;

**Canon Fiord** thence northeasterly in a straight line to the intersection of 79E43'N latitude and the west shore of Canon Fiord at approximately 81E58'W longitude;

thence easterly following the south shore of Canon Fiord to the intersection of 79E39'N latitude and 79E50'W longitude;

thence easterly in a straight line to the intersection of 79E42'N latitude and 79E05'W longitude, near the southern edge of the Agassiz Ice Cap;

thence southwesterly in a straight line to the intersection of 79E38'N latitude and 79E43'W longitude;

thence southerly in a straight line to the intersection of 79E12'N latitude and 80E00'W longitude;

**Sawyer Bay** thence northeasterly in a straight line to the west shore of Sawyer Bay at 79E21'N latitude and approximately 78E05'W longitude;

**Copes Bay** thence northeasterly in a straight line to the west shore of Copes Bay at approximately 79E30'N latitude and 77E10'W longitude;

**Dobbin Bay** thence northeasterly in a straight line to the southwest shore of Dobbin Bay at approximately 79E47'N latitude and 74E45'W longitude;

thence east and south along the south shore of Dobbin Bay to 79E32'N latitude and approximately 73E06'W longitude, near Cape Hawks;

thence due east to the seaward extent of the Territorial Sea Boundary;

**Territorial Sea Boundary** thence north and west along the Territorial Sea Boundary off the eastern and northern coasts of Ellesmere Island to its intersection with the eastern boundary of the Inuvialuit Settlement Region at 110E00'W longitude; and finally

**Inuvialuit Settlement Region** thence due south along said meridian of longitude to its intersection with 75E00'N latitude at the point of commencement.

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# SCHEDULE 19-1

## APPENDIX: Map of Exempted High Arctic Areas (for general information purposes only)



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## **SCHEDULE 19-2**

### **LAND QUANTUM: NORTH BAFFIN LAND USE REGION**

(Section 19.3.1)

1. The North Baffin Land Use Region includes the communities of Arctic Bay, Clyde River, Grise Fiord, Hall Beach, Igloolik, Pond Inlet and Resolute Bay and every Inuit Owned Lands Parcel bearing one of the following codes: AB, CR, GF, HB, IG, PI or RB.
2. Upon the date of ratification of the Agreement, title shall vest in the DIO to at least 86,060 square kilometres (approximately 33,230 square miles) of Inuit Owned Lands in the North Baffin Land Use Region, consisting of
  - at least 6,010 square kilometres (approximately 2,320 square miles) in the form referred to in Sub-section 19.2.1(a), and
  - approximately 80,050 square kilometres (30,910 square miles) in the form referred to in Sub-section 19.2.1(b).

## **SCHEDULE 19-3**

### **LAND QUANTUM: SOUTH BAFFIN LAND USE REGION**

(Section 19.3.1)

1. The South Baffin Land Use Region includes the communities of Broughton Island, Cape Dorset, Iqaluit, Lake Harbour and Pangnirtung and every Inuit Owned Lands Parcel bearing one of the following codes: BI, CD, IQ, LH or PA.
2. Upon the date of ratification of the Agreement, title shall vest in the DIO to at least 64,745 square kilometres (approximately 25,000 square miles) of Inuit Owned Lands in the South Baffin Land Use Region consisting of
  - at least 4,480 square kilometres (approximately 1,730 square miles) in the form referred to in Sub-section 19.2.1(a), and
  - approximately 60,265 square kilometres (23,270 square miles) in the form referred to in Sub-section 19.2.1(b).

These quantums do not include the lands described in Schedule 40-2.

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## **SCHEDULE 19-4**

### **LAND QUANTUM: KEEWATIN LAND USE REGION**

(Section 19.3.1)

1. The Keewatin Land Use Region includes the communities of Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Repulse Bay and Whale Cove and every Inuit Owned Lands Parcel bearing one of the following codes: AR, CH, CI, RI, RE or WC.
2. Upon the date of ratification of the Agreement, title shall vest in the DIO to at least 95,540 square kilometres (approximately 36,890 square miles) of Inuit Owned Lands in the Keewatin Land Use region, consisting of

at least 12,845 square kilometres (approximately 4,960 square miles) in the form referred to in Sub-section 19.2.1(a), and

approximately 82,695 square kilometres (31,931 square miles) in the form referred to in Sub-section 19.2.1(b).

## **SCHEDULE 19-5**

### **LAND QUANTUM: KITIKMEOT EAST LAND USE REGION**

(Section 19.3.1)

1. The Kitikmeot East Land Use Region includes the communities of Gjoa Haven, Pelly Bay and Spence Bay and every Inuit Owned Lands Parcel bearing one of the following codes: GH, PB or SB.
2. Upon date of ratification of the Agreement, title shall vest in the DIO to at least 36,970 square kilometres (approximately 14,275 square miles) of Inuit Owned Lands in the Kitikmeot East Land Use Region, consisting of

at least 1,500 square kilometres (approximately 580 square miles) in the form referred to in Sub-section 19.2.1(a), and

approximately 35,470 square kilometres (13,696 square miles) in the form referred to in Sub-section 19.2.1(b).

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## **SCHEDULE 19-6**

### **LAND QUANTUM: KITIKMEOT WEST LAND USE REGION**

(Section 19.3.1)

1. The Kitikmeot West Land Use Region includes the communities of Bathurst Inlet, Bay Chimo, Cambridge Bay and Coppermine and every Inuit Owned Lands Parcel bearing one of the following codes: BB, CB or CO.
2. Upon the date of ratification of the Agreement, title shall vest in the DIO to at least 66,390 square kilometres (approximately 25,635 square miles) of Inuit Owned Lands in the Kitikmeot West Land Use Region, consisting of

at least 9,645 square kilometres (approximately 3,724 square miles) in the form referred to in Sub-section 19.2.1(a), and

approximately 56,745 square kilometres (21,911 square miles) in the form referred to in Sub-section 19.2.1(b).

## **SCHEDULE 19-7**

### **LAND QUANTUM: SANIKILUAQ LAND USE REGION**

(Section 19.3.1)

1. The Sanikiluaq Land Use Region is the area defined in Section 3.3.1.
2. The community of Sanikiluaq is the only community within the Sanikiluaq Land Use Region.
3. Upon the date of ratification of the Agreement, title shall vest in the DIO to at least 2,486 square kilometres (approximately 960 square miles) of Inuit Owned Lands in the Sanikiluaq Land Use Region, in the form referred to in Sub-section 19.2.1(a).

These quantum do not include the lands described in Schedule 40-2.

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## SCHEDULE 19-8

### FUTURE INUIT OWNED LANDS

#### PART I

(Sub-section 19.4.1(a))

<i>Parcel Description</i>	<i>Lessee</i>
1. The whole Crown lands parcel at Chantry Inlet, including the area subject to Lease No. 3371 (Tourism) (Lands File No. 56L/13-1), abutting Inuit Owned Lands Parcels GH-07/56L,M, 66I,P.	Chantry Inlet Lodge Ltd.
2. The whole Crown lands parcel at Char Lake, Victoria Island, including the area subject to Lease No. 67C/12-3-2 (Tourism) (Lands File No. 67C/12-3), abutting Inuit Owned Lands Parcels CB-21/67C,77D.	Northern Emak Outfitting Ltd. (Adventures Northwest Ltd.)
3. The whole Crown lands parcel at Merkely Lake, Victoria Island, including the area subject to Lease No. 3773 (Tourism) (Lands File No. 77D/13-1), abutting Inuit Owned Lands Parcels CB-41/77C,D,E,F.	High Arctic Sportsfishing Camps Ltd.
4. The whole Crown lands parcel at Read Island, Victoria Island, including the area subject to Lease No. 87D/2-1-5 (Institutional) (Lands File No. 87D/2-1), abutting Inuit Owned Lands Parcel CO-79/87D.	A. and E. Joss

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## **PART II**

(Sub-section 19.4.1(b))

### **NAVIGATION AIDS SITES - CHESTERFIELD INLET**

<i>General Location</i>	<i>Parcel Description</i>
1. Monark Reef	federal government reserve No. 55N/15-1-2 as shown on the map in Lands File No. 55N/15-1
2. Big Bay	federal government reserve No. 55N/15-2-2 as shown on the map in Lands File No. 55N/15-2
3. Skwa Reef	federal government reserve No. 55N/15-3-2 as shown on the map in Lands File No. 55N/15-3
4. Deer Island	federal government reserve No. 55O/11-1-2 as shown on the map in Lands File No. 55O/11-1
5. Ranger Seal Island	federal government reserve No. 55O/12-1-2 as shown on the map in Lands File No. 55O/12-1
6. Fox Point	federal government reserve No. 55O/12-2-2 as shown on the map in Lands File No. 55O/12-2
7. Big Island	federal government reserve No. 55O/12-4-4 as shown on the map in Lands File No. 55O/12-4
8. Bittern Point	federal government reserve No. 55O/12-5-2 as shown on the map in Lands File No. 55O/12-5

### **WATER SURVEY SITES - BAKER LAKE**

<i>Location</i>	<i>Parcel Description</i>
1. Kunwak River	federal government reserve No. 65P/14-1-2 as shown on the map in Lands File No. 65P/14-1
2. Schultz Lake	federal government reserve No. 66A/14-1-2 as shown on the map in Lands File No. 66A/14-1
3. Dubawnt River	federal government reserve No. 66B/3-1-2 as shown on the map in Lands File No. 66B/3-1
4. Dubawnt River	federal government reserve No. 66B/5-2-2 as shown on the map in Lands File No. 66B/5-2

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### **PART III**

(Section 19.4.2)

<i>Parcel Description</i>	<i>Interest Holder</i>	<i>Date of Vesting</i>
1. The Whole Crown lands parcel at Hiukitak Lake, Bathurst Bay, including the area subject to Lease No. 76J/16-1-7 (Lands File No. 76J/16-1), abutting Inuit Owned Lands Parcel BB-32/76I,J,O,P.	Bathurst Inlet Developments (1984) Ltd.	March 31, 2001
2. The whole Crown lands parcel at Wilberforce Falls, Hood River, including the area subject to Lease No. 76N/2-3-2 (Lands File No. 76N/2-3), abutting Inuit Owned Lands Parcel BB-39/76K,N.	Bathurst Inlet Developments (1984) Ltd.	January 31, 1997
3. The whole Crown lands parcel at Tree River, Coronation Gulf, including the area subject to Lease No. 76M/12-2-6 (Lodge) (Lands File No. 76M/12-2) and Lease No. 76M/12-3-5 (Airstrip) (Land File No. 76M/12-3), abutting Inuit Owned Lands Parcel CO-33/76M.	Great Bear Lake Lodge Ltd.	December 31, 2008
4. The whole Crown lands parcel at Char Lake, Victoria Island, including area subject to former Lease No. 2149 (Lands File No. 67C/12-2), abutting Inuit Owned Lands Parcel CB-21/67C,77D.	Arctic Outpost Camps Ltd.	December 31, 1998
5. The whole Crown lands parcel at Coppermine River at Melville Creek, including the area subject to Lease No. 86O/4-1-2 (Lands File No. 86O/4-1), abutting Inuit Owned Lands Parcel CO-60/86O	352732 Alberta Ltd.	August 31, 2005

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<i>Parcel Description</i>	<i>Interest Holder</i>	<i>Date of Vesting</i>
6. Pipeline right of way at Iqaluit between Lot 536, Plan 911 and Lot 56, Plan 674.		Date when Municipality of Iqaluit gives written confirmation the right of way is no longer needed by it.
7. Two parcels excluded from Inuit Owned Lands Parcel PI-29/38B at Button Point area, Bylot Island, containing Certificates of Title 91 and 93 as shown on that Parcel's property description.	15519 Canada Inc. (Northwest Company)	Date when the interest holder relinquishes its fee simple interest in the two parcels excluded from Inuit Owned Lands Parcel PI-29/38B.
8. The whole Crown lands parcel at South Henik Lake, including the area subject to former Lease No. 3378 (Tourism) (Lands File No. 65H/11-1), abutting Inuit Owned Lands Parcel AR-27/65H.	Keewatin Arctic Camps Co. Ltd.	December 31, 1998

## **SCHEDULE 19-9**

### **FUTURE INUIT OWNED LANDS STATUS**

(Section 19.5.1)

<i>Owner</i>	<i>Description</i>
1. 155191 Canada Inc. (Northwest Company)	Lot 351, LTO 1526
2. Bishop of the Arctic (Anglican)	Lot 445, LTO 2059

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## **SCHEDULE 19-10**

### **NORTH WARNING SYSTEM**

#### **PART I**

(Sub-section 19.6.1(a))

1. Six parcels of 1.3 square kilometres (approximately one-half square mile) each on Inuit Owned Lands Parcels:

BI-01/16L,K  
BI-10/16L,M,26I  
BI-19/26P  
BI-20/26P,27A  
BI-21/26P,27A  
BI-31/27A,B

2. Four 61 metre (approximately 200 foot) square parcels on Inuit Owned Lands Parcels:

SB-06/57B  
SB-08/57B  
CB-37/77D  
CB-39/77A,C,D

#### **PART II**

(Sub-section 19.6.1(b))

1. Inuit Owned Lands parcels:

HB-06/47A,D  
HB-10/47B

#### **PART III**

(Section 19.6.2)

<i>Parcels affected</i>	<i>Easement Route</i>
1. HB-06/47A,D HB-07/47A,D HB-10/47B	Between Lailor Lakes and Hall Beach
2. PB-49/57A PB-51/57A SB-05/57B SB-06/57B	Between Pelly Bay and Shepherd Bay

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## SCHEDULE 19-11

### PUBLIC EASEMENTS

(Section 19.6.3)

<i>Parcels Affected</i>	<i>Easement</i>
1. CD-21/36B,C	A 91.5 metre (approximately 300 foot) wide public travel route between Tasiujaqua and Ipitaup Qungua, near Cape Dorset.
2. IQ-24/25J	Access by the public to aircraft landing sites north of the York River currently being used by research teams.
3. PA-19/26L,E	Access by the public to aircraft landing sites on Burwash Bay at Nettilling Lake.
4. BL-19/66A BL-21/66A BL-22/66A	A public transportation route, the location to be based on the location of the winter road routes used in the years 1980 to 1990 between Baker Lake and the Kiggavik area.
5. BL-14/56D,E,66A,H	A public transportation route, the location to be based on the location of the winter road routes used in the years 1980 to 1990 between Baker Lake and the Meadowbank River area.
6. AR-09/55E	A public travel route between Arviat and Maguse Lake.
7. RI-24/55L, 65I RI-25/55L,65I,P	A public travel route along the overland portion of the existing winter road between Ferguson Lake and Kaminuriak Lake.
8. RI-07/55J,K	A public travel route across Pangnirqtuuq Peninsula between Rankin Inlet and Whale Cove.
9. PB-01/56P PB-02/56P PB-03/56P PB-04/56P PB-31/57A PB-32/57A RE-21/46L,M,56I	A public transportation route between Pelly Bay and Repulse Bay.
10. HB-05/47A	A public travel route between Hall Beach and Hall Lake.

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## SCHEDULE 19-12

### PARCELS EXCLUDED FROM INUIT OWNED LANDS TO BE SURVEYED WITHIN ONE YEAR

(Sub-section 19.8.8(c))

<i>Location</i>	<i>Parcel Description</i>
1. Koluktoo Bay, Baffin Island	That portion of the Crown lands parcel, including the aircraft landing site and the 30.5 metre (approximately 100 foot) strip lying between the landing site and the ordinary high water mark of the north shore of Koluktoo Bay, that is excluded from Inuit Owned Lands Parcel PI-31/48A.
2. Walrus Island, Southampton Island, Hudson Bay	That portion of the unreserved navigation aid site encompassing the existing beacon and a service area, as staked by Government and the Coral Harbour CLINT, abutting Inuit Owned Lands Parcel CH-12/45O.
3. Sentry Island, Hudson Bay	That portion of the existing navigation aid site, shown as Reserve No. 55F/4-2-2 on Lands File No. 55F/4-2, encompassing the existing navigation aid and helicopter landing site, as staked by Government and the Arviat CLINT, abutting Inuit Owned Lands Parcel AR-18/55F.
4. McConnell River, Right Bank	The Crown lands parcel encompassing the existing wildlife research facility in the McConnell River Bird Sanctuary, shown as Reserve No. 55D/16-1-2 on Lands File No. 55D/16-1, abutting Inuit Owned Lands Parcel AR-04/55D.
5. Walrus Island, Hudson Bay	That portion of the existing navigation aid site, shown as Reserve No. 55F/16-1-2 on Lands File No. 55F/16-1, encompassing the existing navigation aid and helicopter landing site, as staked by Government and the Arviat CLINT, abutting Inuit Owned Lands Parcel AR-22/55F.
6. Long Point, Victoria Island	That portion of the existing navigation aid site, shown as Reserve No. 77D/2-38-4 on Land Files No. 77D/2-38, encompassing the existing navigation aid and a servicing area, as staked by Government and the Cambridge Bay CLINT, abutting Inuit Owned Lands Parcel CB-37/77D.
7. Cape Colborne, Victoria Island	That portion of the existing navigation aid site, shown as Reserve No. 77A/15-1-4 on Lands File No. 77A/15-1 encompassing the existing navigation aid and a servicing area, as staked by Government and the Cambridge Bay CLINT, abutting Inuit Owned Lands Parcel CB-20/67B,C,77A,D.

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## SCHEDULE 19-13

### LANDS WITHIN MUNICIPALITIES TO BE SURVEYED WITHIN 3 YEARS

(Sub-section 19.8.8(d))

<i>Community</i>	<i>Inuit Owned Lands Parcel</i>	<i>General Description</i>
1. Coppermine:	501 - SK - 062	southwest of land assembly area
	501 - SK - 063	southwest of land assembly area
2. Rankin Inlet:	600 - SK - 150	portion of commercial Lots 41, 280, 349
	600 - SK - 151	portion of commercial Lots 41, 280, 349
	600 - SK - 152	Nuvuk Subdivision Block 200
	600 - SK - 153	Nuvuk Subdivision Block 206
	600 - SK - 154	Nuvuk Subdivision Lot 196
	600 - SK - 155	Nuvuk Subdivision Lot 217
	600 - SK - 156	Nuvuk Subdivision Lot 218
	600 - SK - 157	parcel between Williamson Lake and Lot 1001 quad 55/K
3. Pangnirtung:	804 - SK - 095	east side of Duval River
	804 - SK - 096	west side of Duval River
	804 - SK - 097	Duval River (Island)
	804 - SK - 098	adjacent to Lot 351
	804 - SK - 099	portion of Lot 474
4. Iqaluit:	800 - SK - 197	unsurveyed beach front parcel adjacent to MOT reserve including easement for buried sewage line, excluding that parcel now surveyed and identified as Prov. Lot 2, Block 47
	800 - SK - 199	unsurveyed parcel adj. to Lots 433 and 504
	800 - SK - 200	portion of Provisional Block 200 - near Ukiivik residence
	800 - SK - 201	unsurveyed parcel in North 40 with utilidor and power easements
5. Cape Dorset:	803 - SK - 081	adjacent to block 16
	803 - SK - 082	parcel adjacent to LTO 87

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<i>Community</i>	<i>Inuit Owned Lands Parcel</i>	<i>General Description</i>
6. Lake Harbour:	801 - SK - 028 801 - SK - 027	parcel including POL easement parcel at south end of existing airstrip
7. Whale Cove:	608 - SK - 054	parcel along coast west of built- up area excluding 6.1 metre (approximately 20 foot) setback from existing road
8. Spence Bay:	504 - SK - 089 504 - SK - 090	parcel adj. to Lot 74 LTO 2042 parcel west side of land assembly
9. Cambridge Bay:	500 - SK - 103 500 - SK - 104 500 - SK - 105 500 - SK - 106 500 - SK - 107 500 - SK - 108 500 - SK - 109	Provisional Lot P15 Provisional Lot P67 Provisional Lot P68 Provisional Lot P71 Provisional Lot P72 Provisional Lot P75 unsurveyed industrial parcel, west side of community

**SCHEDULE 19-14**

**MUNICIPAL LAND DEVELOPMENT COSTS**

(Section 19.10.1)

<i>Community</i>	<i>Parcel</i>	<i>Costs</i>
1. Cambridge Bay	500 - SK - 103/104/105	\$6,400 per lot
2. Cape Dorset	Lot 1, B1.16, Plan 1552 Lot 2, B1.16, Plan 1552	\$3,887.46 \$3,887.46
3. Rankin Inlet	600 - SK - 150 600 - SK - 151 600 - SK - 152 600 - SK - 153 600 - SK - 154/155/156	\$11,600 \$11,600 \$40,000 \$51,200 \$19,829
4. Pond Inlet	Lot 277, Plan 1954 Lot 279, Plan 1954	\$3,769.37 \$2,108.54

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## **ARTICLE 20**

### **INUIT WATER RIGHTS**

#### **PART 1: INUIT WATER RIGHTS**

20.1.1 In this Article:

"geothermal resources" means steam, water and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water or water vapour;

"use of water" includes the use of water power and geothermal resources.

#### **PART 2: RIGHTS OF INUIT**

20.2.1 In this Article, any rights vested in a DIO are vested in trust for the use and benefit of Inuit.

20.2.2 Subject to the Agreement and any exception identified in the property descriptions of Inuit Owned Lands, the DIO shall have the exclusive right to the use of water on, in, or flowing through Inuit Owned Lands.

20.2.3 Notwithstanding Section 20.2.2, any use of water on, in, or flowing through Inuit Owned Lands must comply with the terms of Article 13.

20.2.4 Subject to Section 20.5.1, the DIO shall have the right to have water flow through Inuit Owned Lands substantially unaffected in quality and quantity and flow.

#### **PART 3: COMPENSATION**

20.3.1 No project or activity within the Nunavut Settlement Area which may substantially affect the quality of water flowing through Inuit Owned Lands, or the quantity of such water, or its flow, shall be approved by the NWB unless the applicant for a licence has entered into a compensation agreement with the DIO for any loss or damage which may be caused by the change in quality, quantity or flow of the water or the NWB has made a determination in accordance with Section 20.3.2.

20.3.2 The applicant and the DIO shall negotiate in good faith for the purpose of reaching an agreement on compensation referred to in Section 20.3.1, but in the event that they are unable to reach agreement, either may refer the determination of the appropriate compensation to the NWB, and the decision of the NWB shall be binding.

20.3.3 In determining the appropriate compensation for loss or damage under Section 20.3.2, the NWB shall take into account the following:

(a) the adverse effects of the change in quality, quantity or flow of water on Inuit

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Owned Lands, owned or used by the person or group affected;

- (b) the nuisance, inconvenience, disturbance or noise caused by the change in quality, quantity or flow of water to the person or group affected;
- (c) the adverse effects of the change in quality, quantity or flow of water in combination with existing water uses;
- (d) the cumulative effect of the change in quality, quantity or flow of water in combination with existing water uses;
- (e) the cultural attachment of Inuit to Inuit Owned Lands, including water, adversely affected by the change in quality, quantity or flow of water;
- (f) the peculiar and special value of Inuit Owned Lands, including water, affected by the change in quality, quantity or flow of water; and
- (g) interference with Inuit rights, whether derived from this Article or some other source.

20.3.4 Unless otherwise agreed by the DIO and the applicant, all awards shall provide for periodic payments and a periodic review for the purpose of adjustments, having due regard for the nature and duration of the water use. Costs of the DIO incurred in the determination process under Section 20.3.2 shall be borne by the applicant for water use unless otherwise determined by the NWB.

#### **PART 4: PROJECTS OUTSIDE THE NUNAVUT SETTLEMENT AREA**

20.4.1 Where a project or activity occurring outside the Nunavut Settlement Area but within the boundaries of the Northwest Territories as they exist immediately prior to the date of ratification of the Agreement may substantially affect the quality of water flowing through Inuit Owned Lands, or the quantity of such water, or its flow, the project or activity shall not be approved by the competent water authority unless the applicant has entered into a compensation agreement with the DIO for any loss or damage that may be caused by that change in quality, quantity or flow, or unless such compensation has been determined in accordance with Section 20.4.2.

20.4.2 The applicant and the DIO shall negotiate in good faith for the purpose of reaching an agreement on compensation referred to in Section 20.4.1, but in the event that they are unable to reach agreement, either may refer the determination of the appropriate compensation for a joint determination by the NWB and the competent water authority, and the joint decision shall be binding. The decision shall be governed by Sections 20.3.3 and 20.3.4. When the NWB and the competent water authority are unable to make a joint determination, compensation shall be determined by the judge of the appropriate court.

20.4.3 Notwithstanding Section 20.4.1 the competent water authority may approve a project or activity at the time a reference is made for joint determination on

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compensation pursuant to Section 20.4.2.

**PART 5: SAVINGS**

- 20.5.1 Subject to the compensation provisions herein, the NWB shall retain the jurisdiction to approve water uses throughout the Nunavut Settlement Area.
- 20.5.2 Nothing in these provisions shall be interpreted so as to derogate from or to allow the attaching of conditions or charges to the exercise of public rights of navigation, rights of innocent public passage on water, or use of water for emergency purposes or the ability to use water for domestic use as defined in the *Northern Inland Waters Act*.
- 20.5.3 Where an operator working on Inuit Owned Lands has obtained from the NWB a right to use water, the operator shall not be required to obtain the consent of the DIO to use that water, but the use shall be subject to the payment of compensation where required by Sections 20.3.1 to 20.3.3, and existing Inuit water uses will take priority over the operator's requirements for water in Inuit Owned Lands.
- 20.5.4 For greater certainty, an operator who has obtained a water right may still be required to obtain a right of way agreement and pay compensation for that right of way.
- 20.5.5 This Article shall be subject to Section 21.3.3.

**PART 6: APPLICATION**

- 20.6.1 For greater certainty Sections 20.2.4 and Parts 3 and 4 shall apply where a body of water delineates a boundary between Inuit Owned Lands and other lands and that body of water is not located entirely on Inuit Owned Lands.

**PART 7: STANDING**

- 20.7.1 The DIO shall have standing at all times in a court of competent jurisdiction to seek a determination of the authority of any person to use water in the Nunavut Settlement Area or to change the quality, quantity or flow of water.

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## **ARTICLE 21**

### **ENTRY AND ACCESS**

#### **PART 1: DEFINITIONS**

21.1.1 In this Article:

"foreshore" means that stretch of land between the edge of the water and the ordinary high water mark;

"navigable" means capable of navigation by boat or other craft for commercial or non-commercial purposes;

"surface rights" means, for the purpose of Section 21.7.11,

(a) rights relating to land other than an interest in minerals, or

(b) rights in respect of specified substances;

"third party interest" means, for the purpose of Sections 21.7.1 to 21.7.6, a right granted under the *Territorial Lands Act* or *Public Lands Grants Act* that is enforceable against the Crown, but does not include a prospecting licence in respect of Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a). For greater certainty, "third party interest" includes a land use permit and a permit to prospect;

"use of water" includes the use of water power.

#### **PART 2: ACCESS ONLY WITH CONSENT**

21.2.1 Except where otherwise provided in the Agreement persons other than Inuit may not enter, cross or remain on Inuit Owned Lands without the consent of the DIO.

#### **PART 3: PUBLIC ACCESS**

21.3.1 There shall be a public right of access for the purpose of travel by water, including travel associated with development activity making use of the strip incidental to travel by water, and for recreation to a 100 foot (approximately 30.5 metre) strip of Inuit Owned Lands bounding the sea coast, navigable rivers, navigable lakes that can be entered from the said rivers. The said strip shall be measured from the ordinary high water mark of the sea coast and the said navigable rivers, lakes and water bodies. The right of access includes access to the foreshore adjacent to the said strip.

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- 21.3.2 A member of the public exercising the right of access referred to in Section 21.3.1 may harvest wildlife other than for commercial purposes, but subject always to laws of general application and Article 5.
- 21.3.3 A member of the public may harvest wildlife in the waters referred to in Section 21.3.1, but subject always to laws of general application and Article 5.
- 21.3.4 No person
- (a) exercising the right of access referred to in Section 21.3.1; or
  - (b) harvesting wildlife pursuant to Section 21.3.2,
- shall engage in any development activity, or establish camps or structures other than for merely casual or temporary purposes, on the said strip.
- 21.3.5 Where the DIO requires exclusive possession, the right of access referred to in Section 21.3.1, the right to harvest referred to in Section 21.3.2, and the right to cross Inuit Owned Lands referred to in Section 21.3.9 may be removed with the agreement of the DIO and Government.
- 21.3.6 Where the DIO and Government agree, the right to harvest referred to in Section 21.3.3 may be removed.
- 21.3.7 A member of Parliament, the Legislative Assembly, or any municipal council or regional government, or a candidate for election to such bodies, or a person accompanying and assisting any such member or candidate, may enter on Inuit Owned Lands for the purpose of campaigning for an election.
- 21.3.8 A member of the public may enter and remain on Inuit Owned Lands for emergency purposes.
- 21.3.9 Members of the public may cross Inuit Owned Lands for the purpose of personal or casual travel, such as to go to or from their place of work or to or from a place of recreation. Whenever possible, crossings shall take place on routes designated by the DIO. The right to cross shall include the right to make any necessary stops.
- 21.3.10 There shall be a public right of access, as described in Schedule 21-1, on the Inuit Owned Lands described in that Schedule.
- 21.3.11 With the consent of the DIO, persons conducting research for public knowledge shall:
- (a) have the same right of access to Inuit Owned Lands as agents, employees and contractors of Government; or
  - (b) have a right of access to Inuit Owned Lands in accordance with terms and conditions imposed by the DIO, other than the payment of fees.

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21.3.12 The right of access to Inuit Owned Lands set out in this Part is subject to the conditions that there be:

- (a) no significant damage caused;
- (b) no mischief committed; and
- (c) no significant interference with Inuit use and quiet enjoyment of the lands.

21.3.13 Persons exercising rights under this Part shall be:

- (a) liable for damages caused to the lands; and
- (b) deemed to be trespassers and may be removed from the land, if they fail to comply with the conditions of this Article.

21.3.14 The rights of access to Inuit Owned Lands under this Part are not subject to the payment of any fee, or any term or condition, except as provided in this Part.

#### **PART 4: MILNE INLET TOTE ROAD PUBLIC ACCESS EASEMENT**

21.4.1 There shall be a public right of access, as described in Schedule 21-2, on the Inuit Owned Lands described in that Schedule.

#### **PART 5: GOVERNMENT ACCESS**

21.5.1 Agents, employees and contractors of Government and members of the Canadian Forces and members of the R.C.M.P. shall have the right, in accordance with this Article, to enter, to cross and to remain on Inuit Owned Lands and water on Inuit Owned Lands to carry out legitimate government purposes relating to the lawful delivery and management of their programs and enforcement of laws.

21.5.2 Should Government, the Canadian Forces or the R.C.M.P. require continuing use or occupancy of Inuit Owned Lands for more than two years, including use for unmanned facilities, the DIO may require Government to obtain an interest in the land.

21.5.3 Agents, employees and contractors of the user described in an item in Schedule 21-3 shall have a right to enter, cross and remain on the area identified in the property description in respect of the parcels of Inuit Owned Lands listed in that item, for the purpose specified in that item, including the right to do what is necessary for that purpose.

21.5.4 The right in Sections 21.5.1 and 21.5.3 shall be subject to Sub-section 21.3.12(b) and Section 21.3.13.

21.5.5 In a case where more than insignificant damage may be caused to the land, or where there may be more than insignificant interference with Inuit use and quiet enjoyment of the land, Government shall consult the DIO and seek its agreement

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regarding the procedures for exercising government access under Sections 21.5.1 and 21.5.3. Where agreement cannot be achieved, the matter shall be referred to the Arbitration Board for the determination of such procedures pursuant to Article 38. Activities identified in Schedule 21-4 shall not be subject to the requirements of this Section.

- 21.5.6 Without limiting the generality of this Section, procedures required under Section 21.5.5 for exercising government access shall ensure that:
- (a) environmental protection measures are consistent with the provisions of the Agreement;
  - (b) information is provided; and
  - (c) location, time and duration of access is addressed.
- 21.5.7 Government personnel need access to Inuit Owned Lands for the purpose of wildlife management and research. Notwithstanding Section 21.5.1, access to Inuit Owned Lands by Government personnel for the purposes of wildlife management and wildlife research shall be subject to the approval of the NWMB subsequent to consultation with the appropriate RWO.
- 21.5.8 The exercise of the right in Section 21.5.1 shall not be subject to the provision of a security bond, but may be subject to a fee if provided for in legislation.
- 21.5.9 In the event that any person exercising access under Section 21.5.1 causes damage to Inuit Owned Lands, and Government and the DIO are unable to agree on compensation for damages, the matter shall be referred to the Arbitration Board, for the determination of liability and fixing of appropriate compensation pursuant to Article 38.
- 21.5.10 The Department of National Defence (DND) shall have no greater rights to conduct military manoeuvres, including exercises and movements, on Inuit Owned Lands than it has with respect to other non-public lands under generally applicable legislation. For greater certainty, this section shall prevail over Sections 21.5.11 and 21.5.12.
- 21.5.11 The Minister of National Defence may authorize access to Inuit Owned Lands and water on Inuit Owned Lands for the execution of manoeuvres by the Canadian Forces pursuant to Section 257 of the *National Defence Act* and with the exception of Section 21.5.10 nothing in this Article applies to or affects such access authorized by the Minister of National Defence.
- 21.5.12 Other than access for those manoeuvres referred to in Section 21.5.11, access onto and across Inuit Owned Lands and water on Inuit Owned Lands for each manoeuvre shall only occur after the negotiation and conclusion of an agreement with the DIO dealing with contact persons, consultation mechanisms and timing thereof and compensation for damages, which agreement may be amended from time to time. Land use fees shall not be charged.

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- 21.5.13 Reasonable advance notice, in Inuktitut, of military manoeuvres shall be given by DND to the inhabitants of any area affected.
- 21.5.14 The rights of access to Inuit Owned Lands under this Part, except under Section 21.5.2, are not subject to the payment of any fee, or any term or condition, except as provided in this Part.
- 21.5.15 In this Part, "Government" includes municipal corporations.

#### **PART 6: SAND AND GRAVEL**

- 21.6.1 Notwithstanding anything in Sub-section 19.2.1(b), if Government requires sand and gravel and other like construction materials from Inuit Owned Lands for public purposes, but the DIO refuses to permit Government to take the said materials, Government may apply to the Tribunal for an entry order enabling the removal of such material.
- 21.6.2 The Tribunal shall grant an entry order if, and only if, it determines that:
- (a) the materials are required for public purposes; and
  - (b) no alternative supply is reasonably available.
- 21.6.3 If an entry order is granted, Government shall pay the DIO, for the materials removed, the greater of:
- (a) \$1.00 per cubic metre, valued at the date of ratification of the Agreement and indexed by the Final Domestic Demand Implicit Price Index; or
  - (b) the royalty rate imposed by the Crown, as amended from time to time, on the extraction of such materials from Crown lands.
- 21.6.4 The Tribunal shall determine the terms and conditions for access and compensation for access, and such compensation shall be determined in accordance with Section 21.8.3. The calculation of compensation shall not take into account any amount mentioned in Section 21.6.3, or the payment of any entry fee required by legislation.
- 21.6.5 An entry order shall include terms and conditions to minimize the damage and interference with Inuit use, and shall also provide that Government rehabilitate the site.

#### **PART 7: THIRD PARTY ACCESS**

##### *Existing Interests*

- 21.7.1 Where Inuit Owned Lands are subject to,

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- (a) a third party interest other than an interest in minerals, or
- (b) a third party interest in respect of specified substances,

in existence immediately before the vesting of the Inuit Owned Lands in the DIO, the third party interest shall continue in accordance with its terms and conditions, but the DIO shall assume the rights and obligations of the Crown in relation to any such interest. The DIO shall receive whatever consideration is paid or payable by the interest holder for the use or exploitation of these lands and specified substances in respect of any period following the date of vesting.

21.7.2 Where Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) are subject to a third party interest in minerals other than specified substances, in existence immediately before the vesting of the Inuit Owned Lands in the DIO, that interest shall continue in accordance with its terms and conditions, including rights granted to the interest holder under the legislation in force at the date of vesting pursuant to which the interest is held, or from any successor legislation applicable to similar interests on Crown lands. Any provisions of such successor legislation that would have the effect of diminishing the rights of the DIO shall only apply to Inuit Owned Lands with the consent of the DIO. The DIO shall receive whatever consideration is paid or payable by the interest holder for the use or exploitation of the minerals other than specified substances in respect of any period following the date of vesting.

21.7.3 Every third party interest referred to in Section 21.7.2 shall continue to be administered by Government in accordance with legislation applicable to similar interests in Crown lands. Subject to any consent from the DIO required by Section 21.7.2, such legislation, including any successor legislation, shall be deemed to apply to the third party interest unless the holder of that interest and the DIO agree to the administration of that interest by the DIO. Upon notification by the interest holder and the DIO of such an agreement, the legislation shall no longer be deemed to apply to that interest and Government shall do whatever is required to transfer administration to the DIO.

21.7.4 Subject to Section 21.7.5, all powers, discretions and authorities in relation to third party interests referred to in Section 21.7.2, affecting the interest of the DIO as title holder, shall be exercised by Government in consultation with the DIO.

21.7.5 Where Government has the discretion to reduce or waive a royalty payable by a third party interest holder referred to in Section 21.7.2, such discretion shall not be exercised without the written consent of the DIO.

21.7.6 Government shall share with the DIO any information received from a third party interest holder referred to in Section 21.7.2 which that party is required to provide by legislation, where such information is required to permit the DIO:

- (a) to verify the consideration paid or payable to Government by the interest holder for the use or exploitation of the minerals other than specified substances;
- or

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(b) to participate in consultation with Government regarding third party interests as provided for in this Article.

21.7.7 A DIO receiving any information or documentation pursuant to Section 21.7.6 shall not disclose that information or documentation.

***Exercise of Rights Respecting Minerals***

21.7.8 An operator may exercise rights to explore, develop, produce or transport minerals, in, on or under Inuit Owned Lands only in accordance with the Agreement.

21.7.9 A person having a right to prospect for minerals and whose activities are of a nature that would not require a land use permit under the *Territorial Land Use Regulations* (SOR/77-210, March 4, 1977) if they were conducted on Crown lands, shall have a right of access to Inuit Owned Lands, for the purpose of conducting those activities, with the consent of the DIO, and the DIO shall grant its consent if the activities are conducted in a manner consistent with the code for expedited prospecting access approved pursuant to Section 21.7.10.

21.7.10 For the purpose of Section 21.7.9, the DIO shall propose, for review with Government and relevant industry organizations, a code to provide expedited prospecting access to Inuit Owned Lands, which code shall come into effect upon approval by Government and the DIO. The code shall reflect the need to provide confidentiality for prospectors.

21.7.11 Except where the operator is exercising a right of access under Section 21.7.1 or 21.7.9, no operator may exercise the rights referred to in Section 21.7.8 until it has obtained the consent of the DIO for the exercise of surface rights to Inuit Owned Lands. If the operator is unable to obtain the consent of the DIO, it may apply to the Tribunal for an entry order for its required purpose.

21.7.12 A person having a right to prospect for minerals shall, when applying to the Tribunal, make a separate application in respect of each parcel of Inuit Owned Lands, as indicated by the parcel designator, on which that person intends to exercise a right of access. The Tribunal shall take into account the need to provide confidentiality for prospectors.

21.7.13 Where a person who has no other right of access under this Agreement, requires access to Inuit Owned Lands to exercise a right under legislation to explore, develop, produce or transport minerals on lands other than Inuit Owned Lands, the provisions of Part 8 shall apply where it is established before the Tribunal that such access is reasonably required.

***Other Commercial Purposes***

21.7.14 Where the DIO has consented to permit a third party to cross Inuit Owned Lands for commercial purposes but they are unable to agree on appropriate compensation, the matter shall be referred to the Tribunal for resolution.

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21.7.15 Where a person requires access across Inuit Owned Lands for commercial purposes, and is not otherwise covered in this Article, that person shall be permitted access, including on a seasonal basis where appropriate, with the consent of the DIO or, if such consent is not forthcoming after an arbitration panel, pursuant to Article 38, within 30 days of being presented with a request,

(a) has established that the person attempted for a period of not less than 60 days, to negotiate the access in good faith,

(b) has determined that the access is essential to the commercial purpose and access by any other means is physically or financially impractical, and

(c) has determined the route such access will follow so as to minimize the damage and interference with Inuit use,

and, based on the arbitration panel's findings, the Tribunal, in keeping with Part 8, has issued an entry order. The entry order shall include terms and conditions to minimize damage and interference with Inuit use.

## **PART 8: SURFACE RIGHTS TRIBUNAL**

### *Establishment and Authority*

21.8.1 A DIO has the right to require Government to establish and maintain an independent Surface Rights Tribunal ("Tribunal") which shall, within the Nunavut Settlement Area:

(a) issue entry orders to operators to use and occupy lands to the extent necessary for their operations and subject to the payment of an entry fee to the owner or occupant in recognition of the forced nature of the taking, which fee shall be fixed by the appropriate legislation;

(b) hold hearings to determine compensation payable to the surface rights holders;

(c) periodically review the level of compensation payable under an entry order;

(d) terminate an entry order, after a hearing, where lands are no longer being used for the purpose authorized; and

(e) such other functions as may be provided for in the Agreement or legislation.

21.8.2 Where the DIO is the surface title holder, it shall not be required to cover any of the costs of establishing or operating the Tribunal. Government may establish and maintain the Tribunal notwithstanding the absence of a demand from a DIO, provided that the Tribunal fulfills the functions described in Section 21.8.1.

21.8.3 In determining the amount of compensation payable to the DIO in respect of Inuit Owned Lands, the Tribunal shall consider,

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- (a) the market value of the land,
- (b) loss of use to the DIO and Inuit,
- (c) the effect on wildlife harvesting by Inuit,
- (d) the adverse effect of the use or occupancy, upon other Inuit Owned Lands not so used or occupied,
- (e) damage which may be caused to the land used or occupied,
- (f) nuisance, inconvenience and noise to the DIO and Inuit,
- (g) the cultural attachment of Inuit to the land,
- (h) the peculiar and special value of the land to Inuit,
- (i) an amount to cover reasonable costs associated with DIO inspections as deemed appropriate by the Tribunal,
- (j) an amount to cover reasonable costs to the DIO associated with the application for an entry order and its processing, and
- (k) such other factors as may be provided for in legislation,

but shall not consider the reversionary value or any entry fee payable.

- 21.8.4 Prior to exercising an entry order on Inuit Owned Lands, the applicant shall be required to pay the DIO the entry fee and 80% of its last compensation offer made to the DIO before it submitted the matter to the Tribunal.
- 21.8.5 The term DIO as used in Sections 21.8.3 and 21.8.4 shall include, where appropriate, any occupier of the land in question, and the Tribunal may apportion compensation between the DIO and the occupier.
- 21.8.6 With regard to Inuit Owned Lands, the period for review under Sub-section 21.8.1(c) shall be the lesser of five years or whatever period is provided in legislation. The DIO and the applicant may jointly waive the requirement for review.
- 21.8.7 The legislation shall provide that at least half of the members of any panel in any case dealing with Inuit Owned Lands shall be residents of the Nunavut Settlement Area.
- 21.8.8 The Tribunal shall conduct its business in Canada's official languages as required by legislation or policy, and upon request of any DIO, also in Inuktitut.

**PART 9: EXPROPRIATION**

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- 21.9.1 Any person or authorized representative of any person, who has power of expropriation under federal or territorial legislation (expropriating authority), may exercise that power of expropriation in accordance with laws of general application as qualified by the Agreement.
- 21.9.2 Nothing in this Part shall be construed to give the Territorial Government more extensive powers of expropriation than are given to the legislatures of the Provinces.
- 21.9.3 An expropriation other than an expropriation referred to in Section 21.9.14, shall be approved by a specific order of the Governor in Council.
- 21.9.4 Any expropriation legislation coming into force after the date of ratification of the Agreement shall, insofar as it applies to Inuit Owned Lands, provide for the following minimum procedures:
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- (a) notice of intention to expropriate served on the DIO;
  - (b) an opportunity for the DIO to object to the expropriation on the basis that the expropriating authority has not complied with the expropriation legislation, and an opportunity to be heard on that objection; and
  - (c) the determination of compensation by negotiation and mediation and, failing that, by reference to an arbitration panel or committee referred to in Section 21.9.8.
- 21.9.5 Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Inuit Owned Lands. Lands acquired as compensation for expropriation shall be Inuit Owned Lands. Where lands which have been expropriated are no longer required, the DIO shall have an option for six months following such a determination to re-acquire those lands as Inuit Owned Lands. If the parties are unable to agree on a price, the matter shall be referred to the arbitration panel or committee referred to in Section 21.9.8.
- 21.9.6 Where Inuit Owned Lands are expropriated, the expropriating authority shall, if reasonably possible, offer compensation in the form of alternate lands of equivalent utility and value in the Nunavut Settlement Area, or in combination of lands and money.
- 21.9.7 The DIO shall not be required to take compensation in the form of alternate lands.
- 21.9.8 Where the DIO and the expropriating authority continue to disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be by arbitration:
- (a) as set out in Article 38, other than for expropriation under the *National Energy Board Act*; or
  - (b) for expropriation under the *National Energy Board Act*, by an arbitration

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committee appointed under the Act that shall include at least one nominee of the DIO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in Section 21.9.9.

21.9.9 In determining the amount of compensation payable to the DIO the arbitration panel or committee shall be guided by:

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

21.9.10 Where an expropriating authority would have a power of expropriation of Inuit Owned Lands, or an interest therein under Section 21.9.1, that power may not be executed if:

- (a) 12% of all Inuit Owned Lands vesting on the date of ratification of the Agreement or an interest therein has already been and remains expropriated; or
- (b) within a Land Use Region referred to in any of Schedules 19-2 to 19-7, 12% of Inuit Owned Lands in that region vesting on the date of ratification of the Agreement or an interest therein has already been and remains expropriated.

21.9.11 In calculating the areas expropriated in Section 21.9.10, no account shall be taken of those situations in which the DIO accepted alternative lands pursuant to Section 21.9.6.

21.9.12 Where Government has a right under Section 21.9.1, as qualified by this Article,

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to expropriate Inuit Owned Lands which it requires for its public transportation purposes, Government need not pay compensation for the lands taken, except for improvements, up to an amount not exceeding,

- (a) in respect of each Inuit Owned Lands Parcel, five percent (5%) of that Parcel, or
- (b) two percent (2%) of Inuit Owned Lands in the Land Use Region, referred to in any of Schedules 19-2 to 19-7, where the lands taken are located.

Where lands taken under this Section are no longer required for the purpose for which they were taken, they shall revert to the DIO at no cost.

- 21.9.13 In calculating the areas expropriated under Section 21.9.10, lands taken pursuant to Section 21.9.12 shall be taken into account.
- 21.9.14 An expropriation of Inuit Owned Lands within municipal boundaries for municipal purposes must be approved by a specific order of the Commissioner-in-Executive Council. Inuit Owned Lands expropriated for municipal purposes shall be taken into account in calculating areas under Sections 21.9.10 and 21.9.12.

## **PART 10: APPLICATION AND SAVING**

### ***Management***

- 21.10.1 For greater certainty, any person exercising access rights referred to under this Article, except rights referred to under Part 3 and Sections 21.5.10 to 21.5.12, shall, where required, acquire the appropriate authorization as required under Article 12 and 13 prior to the exercise of those rights.

### ***Other***

- 21.10.2 No person may acquire by prescription an estate or interest in Inuit Owned Lands.
- 21.10.3 Persons exercising rights under this Article have no right of action against the DIO for alleged loss or damage arising from the exercise of those rights.
- 21.10.4 For greater certainty an Inuk may be the holder of a third party interest.

## **PART 11: ACCESS ON CROWN LANDS**

- 21.11.1 Where there is no adequate public route available, Government shall not, through the enactment or administration of laws of general application, or through the management or alienation of Crown lands, deprive Inuit of reasonable access to Inuit Owned Lands through Crown lands for the beneficial use and enjoyment of those Inuit Owned Lands. The manner of exercising that access shall be subject to laws of general application.

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## **SCHEDULE 21-1**

### **KINGNAIT PUBLIC ACCESS EASEMENT**

(Section 21.3.10)

<i>Easement Description</i>	<i>Location</i>
Public right of access, from November 1 to March 31 in each year, for the purpose of transportation	<p>A 30.5 metre (approximately 100 foot) strip of Inuit Owned Lands:</p> <ul style="list-style-type: none"><li>(a) measured from ordinary high watermark of the following waterways within Kingnait Pass between the head of Kingnait Fiord and the head of Padle Fiord:<ul style="list-style-type: none"><li>(i) Padle Lake and Padle River,</li><li>(ii) Tundra Lake,</li><li>(iii) Circle Lake,</li><li>(iv) Terrace Lake,</li><li>(v) Island Lake,</li><li>(vi) the unnamed river draining Island Lake to Kingnait Fiord, and</li><li>(vii) the rivers and lakes connecting the waterways listed in (i) to (vi) in a direct fashion; and</li></ul></li><li>(b) located within lines connecting Terrace Lake and Circle Lake as drawn on the property descriptions for Inuit Owned Lands Parcels BI-10/16L,M,26I.</li></ul>

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## SCHEDULE 21-2

### MILNE INLET TOTE ROAD PUBLIC ACCESS EASEMENT

(Section 21.4.1)

<i>Easement Description</i>	<i>Location</i>
Public right of access for the purpose of transportation.	From Milne Inlet to the Mary River mine on Baffin Island on the route shown as Milne Inlet Tote Road on the property descriptions for Inuit Owned Lands Parcels: PI-16/37G,47H PI-17/37G PI-19/37G,47H,48A

## SCHEDULE 21-3

### EASEMENTS WITHIN MUNICIPALITIES

(Section 21.5.3)

<i>Municipality</i>	<i>Location</i>	<i>Purpose</i>	<i>User</i>
1. Iqaluit:	on beachfront on Inuit Owned Lands Parcel 800 - SK - 197 width: 10 metres	repair, maintain, replace buried sewage line	Town of Iqaluit
2. Iqaluit:	on beachfront on Inuit Owned Lands Parcel 800 - SK - 197 width: 6 metres	repair, maintain, replace 2 surface drainage ditches	Town of Iqaluit
3. Iqaluit:	Inuit Owned Lands Parcel 800 - SK - 201 width: 6 metres	repair, maintain, replace above- ground water distribution line	Town of Iqaluit
4. Iqaluit:	Inuit Owned Lands Parcel 800 - SK - 201 width: 10 metres	repair, maintain, replace drainage ditch	Town of Iqaluit
5. Iqaluit:	Inuit Owned Lands Parcel 800 - SK - 201 width: 10 metres	repair, maintain, replace electric transmission line	N.W.T. Power Corporation
6. Lake Harbour:	Inuit Owned Lands Parcel 801 - SK - 028 width: 10 metres	repair, maintain, replace fuel, distribution (P.O.L.) line	Government or owner of the line

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7. Pangnirtung:	Inuit Owned Lands Parcel 804 - SK - 101	emergency access to the alternate community water supply being the river entering the north side of Pangnirtung Fiord across from the community	Municipal Corporation of Pangnirtung
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<i>Municipality</i>	<i>Location</i>	<i>Purpose</i>	<i>User</i>
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8.	Cambridge Bay:	Inuit Owned Lands Parcel 500 - SK - 112/113	repair, maintain and upgrade and use of existing road from Cambridge Bay to Greiner Lake and Mt. Pelly areas	Public use, Territorial Government or Municipal Corporation of Cambridge Bay repairs, maintenance and upgrading.
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**SCHEDULE 21-4**

**GOVERNMENT ACTIVITIES NOT SUBJECT TO SECTION 21.5.5**  
(Section 21.5.5)

1. On-site inspection activities.
2. Enforcement of laws.
3. Activities not related to construction.

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## ARTICLE 22

### REAL PROPERTY TAXATION

#### PART 1: DEFINITIONS

22.1.1 In this Article:

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

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

#### PART 2: GENERAL

22.2.1 Subject to this Article and the Agreement, no federal, territorial, provincial or municipal charge, levy or tax of any kind whatsoever shall be assessable or payable on the value or assessed value of Inuit Owned Lands and, without limiting the generality of the foregoing, no capital, wealth, realty, school, water or business tax shall be assessable or payable on the value or assessed value of Inuit Owned Lands.

22.2.2 Subject to Section 22.2.5, Inuit Owned Lands within municipal boundaries that,

- (a) have improvements, or
- (b) do not have improvements, and lie within a planned and approved subdivision and are available for development,

shall be subject to real property taxation under laws of general application.

22.2.3 Subject to Section 22.2.5, Inuit Owned Lands outside municipalities on which improvements have been made shall be subject to real property taxation under laws of general application. Notwithstanding, where an improvement has been constructed, and an area of land for that improvement has not been demised, the assessor may assign an area no greater than four times the total ground area of the improvements.

22.2.4 For the purpose of Sections 22.2.2 and 22.2.3, improvements do not include:

- (a) improvements which result from government or public activity;
- (b) outpost camps;
- (c) any non-commercial structure associated with wildlife harvesting, including cabins, camps, tent frames, traps, caches, and weirs; or

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(d) any non-commercial structure associated with any other traditional activity.

22.2.5 Inuit Owned Lands shall not be subject to charge, pledge, mortgage, attachment, levy, seizure, distress or execution in respect of real property taxation for purposes of collection of tax arrears. The taxation authority may, however, execute upon all personal property of the DIO, or the Nunavut Trust, by way of seizure and sale or attachment, for purposes of collection of tax arrears.

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

22.2.7 No federal, territorial, provincial or municipal charge, levy or tax shall be payable in respect of the vesting in a DIO of lands pursuant to Section 19.3.1.

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## ARTICLE 23

### INUIT EMPLOYMENT WITHIN GOVERNMENT

#### PART 1: DEFINITIONS

23.1.1 In this Article:

"government employment" includes

(a) positions in the federal Public Service for which Treasury Board is the employer,

(b) positions in the territorial Public Service for which the Commissioner is the employer, which shall include positions in the Northwest Territories Housing Corporation, and positions for which a Municipal Corporation is the employer;

"government organization" means a department or similar body within Government in the Nunavut Settlement Area;

"in-service training" means training provided to persons working in government employment;

"Inuit employment plan" means a plan designed to meet the objective of these provisions in accord with the process set out in Part 4;

"pre-employment training" means training provided to persons not employed by Government in anticipation of government employment;

"representative level" means a level of Inuit employment within Government reflecting the ratio of Inuit to the total population in the Nunavut Settlement Area; this definition will apply within all occupational groupings and grade levels;

"systemic discrimination" means policies or practices, which are not intended to discriminate, but which have a disproportionate and adverse effect on members of designated groups, and for which there is no justification;

"under-representation" means a level of Inuit employment within Government in the Nunavut Settlement Area that is lower than the ratio of Inuit to the total population in the Nunavut Settlement Area.

#### PART 2: OBJECTIVE

23.2.1 The objective of this Article is to increase Inuit participation in government employment in the Nunavut Settlement Area to a representative level. It is recognized that the achievement of this objective will require initiatives by Inuit and by Government.

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- 23.2.2 In pursuit of this objective, Government and the DIO shall cooperate in the development and implementation of employment and training as set out in the Agreement.

### **PART 3: INUIT LABOUR FORCE ANALYSIS**

- 23.3.1 Within six months of the date of ratification of the Agreement and as a basis for the development of initiatives contemplated in this Article, the Government shall, with the participation of the NITC, undertake a detailed analysis of the labour force of the Nunavut Settlement Area to determine the availability, interest and level of preparedness of Inuit for government employment. The data shall be maintained and updated on an on-going basis.
- 23.3.2 The purpose of the analysis in Section 23.3.1 is to assess the existing skill level and degree of formal qualification among the Inuit labour force and to assist in formulating Inuit employment plans and pre-employment training.
- 23.3.3 It is understood that the analysis in Section 23.3.1 will incorporate and build upon existing data wherever possible.

### **PART 4: INUIT EMPLOYMENT PLANS**

- 23.4.1 Within three years of the date of ratification of the Agreement, each government organization shall prepare an Inuit employment plan to increase and maintain the employment of Inuit at a representative level.
- 23.4.2 An Inuit employment plan shall include the following:
- (a) an analysis to determine the level of representation of Inuit in the government organization and to identify areas of under-representation by occupational grouping and level and regular full-time and regular part-time employment status;
  - (b) phased approach, with reasonable short and medium term goals, in the form of numerical targets and timetables for employment of qualified Inuit in all levels and occupational groupings where under-representation has been identified; such goals to take into account the number of Inuit who are qualified or who would likely become qualified, projected operational requirements, and projected attrition rates;
  - (c) an analysis of personnel systems, policies, practices and procedures in the organization to identify those which potentially impede the recruitment, promotion, or other employment opportunities of Inuit;
  - (d) measures consistent with the merit principle designed to increase the recruitment and promotion of Inuit, such as
    - (i) measures designed to remove systemic discrimination including but not limited to

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- removal of artificially inflated education requirements,
  - removal of experience requirements not based on essential consideration of proficiency and skill,
  - use of a variety of testing procedures to avoid cultural biases,
- (ii) intensive recruitment programs, including the distribution of competition posters throughout the Nunavut Settlement Area, with posters in Inuktitut as well as Canada's official languages as required,
- (iii) inclusion in appropriate search criteria and job descriptions of requirements for an understanding of the social and cultural milieu of the Nunavut Settlement Area, including but not limited to
- knowledge of Inuit culture, society and economy,
  - community awareness,
  - fluency in Inuktitut,
  - knowledge of environmental characteristics of the Nunavut Settlement Area,
  - northern experience,
- (iv) Inuit involvement in selection panels and boards or, where such involvement is impractical, advice to such panels and boards,
- (v) provision of counselling services with particular attention to solving problems associated with accessibility to such services,
- (vi) provision of in-service education assignment and upgrading programs adequate to meet employment goals,
- (vii) promotion of apprenticeship, internship and other relevant on-the-job training programs,
- (viii) special training opportunities,
- (ix) use of measures which are found to be successful in achieving similar objectives in other initiatives undertaken by Government, and
- (x) cross-cultural training;
- (e) identification of a senior official to monitor the plan; and
- (f) a monitoring and reporting mechanism on implementation of the plan.

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- 23.4.3 All employment plans shall be posted in accessible locations for employee review.
- 23.4.4 Notwithstanding the overall objectives of this Article, it is understood that some organizations may employ so few persons in the Nunavut Settlement Area that strict application of the above measures may not be practicable.

#### **PART 5: PRE-EMPLOYMENT TRAINING**

- 23.5.1 The plans outlined in Part 4 will require special initiatives to provide some Inuit with skills to qualify for government employment. Government and the DIO shall develop and implement pre-employment training plans.
- 23.5.2 To the extent possible, the plans referred to in Section 23.5.1 shall be designed to meet the special needs of Inuit by various means, including:
- (a) instruction in Inuktitut;
  - (b) training within the Nunavut Settlement Area;
  - (c) distribution of training sites among communities, it being understood that circumstances may require that training take place in central locations within the Nunavut Settlement Area or in other locations outside the Area; and
  - (d) the taking into account of Inuit culture and lifestyle.

#### **PART 6: SUPPORT**

- 23.6.1 Recognizing that active participation of Inuit in the employment and training programs will be required in order to meet the objective set out in Part 2, the DIO shall, to the extent possible, undertake, with assistance from Government, to play a primary role in the establishment and maintenance of support measures to enhance the potential for success of the measures undertaken pursuant to this Article.

#### **PART 7: REVIEW, MONITORING AND COMPLIANCE**

- 23.7.1 On the fifth anniversary of the date of ratification of the Agreement and at five-year intervals thereafter, or at such other dates as may be agreed upon by the Implementation Panel, the Panel shall arrange for an independent review of the Inuit employment plans and other measures under this Article. The Implementation Panel shall identify and recommend measures to correct any deficiencies in the implementation of this Article. With respect to pre-employment training plans under Part 5, the Panel shall consult with the NITC prior to identifying or recommending measures to correct any deficiencies in the implementation of Part 5.
- 23.7.2 The findings of the independent review and recommendations of the Implementation Panel shall be consolidated in the relevant annual report prepared by the Implementation Panel pursuant to Sub-section 37.3.3(h).

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## **PART 8: CANADIAN FORCES AND RCMP**

23.8.1 Although uniformed members of the Canadian Forces and the R.C.M.P. are excluded from the broad application of the provisions of this Article, it is understood that with respect to these categories of government employment, current policies for increasing recruitment, training and retention of Inuit shall continue, but will not necessarily reflect representative levels of the population in the Nunavut Settlement Area.

## **PART 9: SAVING**

23.9.1 Notwithstanding any other provisions in this Article, Inuit shall continue to be eligible to benefit, on as favourable a basis as any other persons, from any special employment program, employment equity program, equal opportunity program or similar program that may exist, from time to time, for the purpose of increasing or otherwise promoting the employment of aboriginal people or other designated groups within or by Government.

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# ARTICLE 24

## GOVERNMENT CONTRACTS

### PART 1: DEFINITIONS

24.1.1 In this Article:

"Government" means the Government of Canada or the Territorial Government;

"government contract" means a contract, other than a contract for government employment as defined in Article 23, between the Government and a party other than Government or any other government for procurement of goods or services, and includes

- (a) contracts for the supply of goods,
- (b) construction contracts,
- (c) contracts for the supply of services, and
- (d) leases;

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

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- (b) a cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership;

"invite" means to call publicly for bids;

"representative level of employment" means a level of employment in the Nunavut Settlement Area that reflects the ratio of Inuit to the total population of the Nunavut Settlement Area;

"solicit" means to request bids from a limited number of businesses based on some form of prequalification;

"Territorial Government" means all territorial government departments and all public agencies defined by the *Financial Administration Act*, S.N.W.T. 1987 (1), c.16, Part IX, and Schedules A, B, and C, but excluding the Northwest Territories Power Corporation.



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## **PART 2: OBJECTIVE**

- 24.2.1 The Government of Canada and the Territorial Government shall provide reasonable support and assistance to Inuit firms in accordance with this Article to enable them to compete for government contracts.

## **PART 3: PROCUREMENT POLICIES**

### *Government of Canada Policies*

- 24.3.1 Consistent with this Article, the Government of Canada shall develop, implement or maintain procurement policies respecting Inuit firms for all Government of Canada contracts required in support of its activities in the Nunavut Settlement Area.
- 24.3.2 The Government of Canada shall develop or maintain its procurement policies in close consultation with the DIO, and shall implement the policies through legislative, regulatory or administrative measures.
- 24.3.3 The measures referred to in Section 24.3.2 shall be binding on the Government of Canada, and shall be given effect:
- (a) in all cases, no later than one year following the date of the ratification of the Agreement; and
  - (b) with respect to survey contracts, prior to the award of survey contracts arising from Article 19.

### *Territorial Government Policies*

- 24.3.4 Subject to Section 24.9.2, the Territorial Government shall maintain preferential procurement policies, procedures and approaches consistent with this Article for all Territorial Government contracts required in support of Territorial Government activities in the Nunavut Settlement Area. The Territorial Government will consult with the DIO when developing further modifications to its preferential policies, procedures and approaches in order that the provisions of this Article may be met.

### *Adaptability Over Time*

- 24.3.5 Procurement policies and implementing measures shall be carried out in a manner that responds to the developing nature of the Nunavut Settlement Area economy and labour force. In particular, the policies shall take into account the increased ability, over time, of Inuit firms to compete for and to successfully complete government contracts.

### *Policy Objectives*

- 24.3.6 Procurement policies and implementing measures shall reflect, to the extent

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possible, the following objectives:

- (a) increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- (b) improved capacity of Inuit firms to compete for government contracts; and
- (c) employment of Inuit at a representative level in the Nunavut Settlement Area work force.

***Consultation***

24.3.7 To support the objectives set out in Section 24.3.6, the Government of Canada and the Territorial Government shall develop and maintain policies and programs in close consultation with the DIO which are designed to achieve the following objectives:

- (a) increased access by Inuit to on-the-job training, apprenticeship, skill development, upgrading, and other job related programs; and
- (b) greater opportunities for Inuit to receive training and experience to successfully create, operate and manage Northern businesses.

**PART 4: BID INVITATION**

24.4.1 In cooperation with the DIO, the Government of Canada and the Territorial Government shall assist Inuit firms to become familiar with their bidding and contracting procedures, and encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area.

24.4.2 In inviting bids on government contracts in the Nunavut Settlement Area, the Government of Canada and the Territorial Government shall provide all reasonable opportunities to Inuit firms to submit competitive bids, and, in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:

- (a) set the date, location, and terms and conditions for bidding so that Inuit firms may readily bid;
- (b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
- (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
- (d) design construction contracts in a way so as to increase the opportunity for smaller and more specialized firms to bid; and
- (e) avoid artificially inflated employment skills requirements not essential to the

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fulfilment of the contract.

- 24.4.3 Where the Government of Canada or the Territorial Government intends to invite bids for government contracts to be performed in the Nunavut Settlement Area, it shall take all reasonable measures to inform Inuit firms of such bids, and provide Inuit firms with a fair and reasonable opportunity to submit bids.

#### **PART 5: BID SOLICITATION**

- 24.5.1 Where the Government of Canada or the Territorial Government solicits bids for government contracts to be performed in the Nunavut Settlement Area, it shall ensure that qualified Inuit firms are included in the list of those firms solicited to bid.
- 24.5.2 Where an Inuit firm has previously been awarded a government contract, and has successfully carried out the contract, that Inuit firm shall be included in the solicitation to bid for contracts of a similar nature.
- 24.5.3 In the absence of competitive bidding for government contracts, qualified Inuit firms will be given fair consideration.

#### **PART 6: BID CRITERIA**

- 24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:
- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
  - (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
  - (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
- 24.6.2 Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Territorial Government for the awarding of its government contracts in the Nunavut Settlement Area:
- (a) the proximity of head offices, administrative offices or other facilities to the area where the contract will be carried out;
  - (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract; or

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(c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

#### **PART 7: LIST OF INUIT FIRMS**

24.7.1 The DIO shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and services which they would be in a position to furnish in relation to government contracts. This list shall be considered by the Government of Canada and the Territorial Government in meeting their obligations under this Article.

#### **PART 8: EVALUATION AND MONITORING**

24.8.1 The Government of Canada and the Territorial Government, in cooperation with the DIO, shall take the necessary measures to monitor and periodically evaluate the implementation of this Article.

#### **PART 9: IMPLEMENTATION**

24.9.1 The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.

24.9.2 The Territorial Government will carry out the terms of this Article through the application of Territorial Government preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.

24.9.3 The Government of Canada, the Territorial Government and the DIO shall conduct a review of the effect of this Article within 20 years of its implementation. If the DIO and the Government of Canada or the Territorial Government, as the case may be, agree after the review that the objectives of this Article have been met, the obligations under this Article of the Government of Canada or the Territorial Government, as the case may be, shall cease within one year of the completion of the review. If the obligations of the Government of Canada or the Territorial Government under this Article remain in effect after the initial review, the Parties shall review the requirement to continue such provisions every five years or at such other times as they may agree.

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# **ARTICLE 25**

## **RESOURCE ROYALTY SHARING**

### **PART 1: INUIT RIGHT TO ROYALTY**

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

### **PART 2: PAYMENT OF ROYALTY**

- 25.2.1 Government shall pay to the Nunavut Trust the amounts payable under Section 25.1.1.
- 25.2.2 Amounts payable by Government pursuant to this Article shall be calculated on the basis of amounts due to and received by Government in respect of resources produced after the date of ratification of the Agreement.
- 25.2.3 Payments remitted to the Nunavut Trust shall be in quarterly payments on an as received basis.
- 25.2.4 Government shall annually provide the Nunavut Trust with a statement indicating the basis on which royalties were calculated for the preceding year.
- 25.2.5 On the request of the Nunavut Trust, Government shall request the Auditor-General to verify the accuracy of the information in the annual statements.

### **PART 3: CONSULTATION**

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

### **PART 4: AREA OF APPLICATION**

- 25.4.1 This Article applies to the Nunavut Settlement Area and the Outer Land Fast Ice Zone.



# ARTICLE 26

## INUIT IMPACT AND BENEFIT AGREEMENTS

### PART 1: DEFINITIONS

26.1.1 In this Article:

"capital costs" shall consist of expenditures for designing, procuring, constructing and installing all buildings, housing, machinery and equipment and infrastructure associated with a project, including any such costs incurred outside of the Nunavut Settlement Area in relation to the project; but shall not include financing costs;

"Crown corporation" means those Crown corporations that are not subject to Article 24;

"infrastructure" shall be considered as any transportation facilities directly in support of a project, such as a marine port, airport, road, railway, pipeline or power transmission line;

"Major Development Project" means any Crown corporation or private sector project that

(a) is a water power generation or water exploitation project in the Nunavut Settlement Area, or

(b) is a project involving development or exploitation, but not exploration, of resources wholly or partly under Inuit Owned Lands,

and either entails, within the Nunavut Settlement Area during any five-year period, more than 200 person years of employment, or entails capital costs in excess of thirty-five million dollars (\$35,000,000), in constant 1986 dollars, including, where Government is the proponent for a portion of a development project or directly-related infrastructure, the capital costs and employment projections for the government portion of the project;

"parties" means parties to an IIBA or negotiations leading thereto.

### PART 2: OBLIGATION TO FINALIZE

26.2.1 Subject to Sections 26.11.1 to 26.11.3, no Major Development Project may commence until an IIBA is finalized in accordance with this Article.

### PART 3: PARAMETERS FOR NEGOTIATION AND ARBITRATION

26.3.1 An IIBA may include any matter connected with the Major Development Project that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit, on a Nunavut Settlement Area-wide, regional or local basis. Without limiting the generality of the foregoing, the matters identified in Schedule 26-1 shall be considered appropriate for negotiation and inclusion within an IIBA.



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- 26.3.2 An IIBA shall be consistent with the terms and conditions of project approval, including those terms and conditions established pursuant to any ecosystemic and socio-economic impact review.
- 26.3.3 Negotiation and arbitration of IIBAs shall be guided by the following principles:
- (a) benefits shall be consistent with and promote Inuit cultural goals;
  - (b) benefits shall contribute to achieving and maintaining a standard of living among Inuit equal to that of persons other than Inuit living and working in the Nunavut Settlement Area, and to Canadians in general;
  - (c) benefits shall be related to the nature, scale and cost of the project as well as its direct and indirect impacts on Inuit;
  - (d) benefits shall not place an excessive burden on the proponent and undermine the viability of the project; and
  - (e) benefit agreements shall not prejudice the ability of other residents of the Nunavut Settlement Area to obtain benefits from major projects in the Nunavut Settlement Area.

#### **PART 4: NEGOTIATIONS**

##### *Commencement*

- 26.4.1 At least 180 days prior to the proposed start-up date of any Major Development Project, the DIO and the proponent, unless they otherwise agree, will commence negotiations, in good faith, for the purpose of concluding an IIBA.

##### *Written Contract*

- 26.4.2 Where the proponent and the DIO agree on the contents of an IIBA, the agreement shall be written in the form of a contract. Once agreement has been reached, the parties shall send a copy to the Minister.

#### **PART 5: VOLUNTARY ARBITRATION**

- 26.5.1 At any time during the negotiations, the DIO and the proponent may submit any or all questions relating to the content of an IIBA to an arbitrator, in those cases where they can agree on the scope of the questions to be submitted and the identity of the arbitrator.
- 26.5.2 Where the parties reach agreement through voluntary arbitration, the agreement shall be written in the form of a contract and a copy sent to the Minister.

#### **PART 6: COMPULSORY ARBITRATION**

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***Application to Minister***

26.6.1 Where full agreement has not been reached, within 60 days after negotiation has been commenced, and where the DIO and the proponent are not engaged in voluntary arbitration, either party may apply to the Minister for the appointment of an arbitrator. The scope of the arbitration shall include the full range of benefits possible in an IIBA, unless the parties agree the range should be restricted.

***Obligation to Negotiate in Good Faith***

26.6.2 In the event that a proponent or the DIO consider that the other party is not negotiating in good faith during the initial 60 days negotiation period referred to in Section 26.6.1, that party may immediately apply to the Minister for the appointment of an arbitrator. The arbitrator shall, within seven days of appointment, determine the validity of the allegation of bad faith. If the arbitrator upholds the allegation, the arbitrator shall proceed immediately in accordance with Section 26.6.4.

***Appointment of Arbitrator***

26.6.3 Within 15 days of an application to the Minister for the appointment of an arbitrator, an arbitrator shall be appointed with the approval of the parties negotiating the IIBA. If the parties cannot agree on the appointment of an arbitrator, the arbitrator shall be appointed by the Minister from a standing list of arbitrators which has been approved jointly by the DIO and by those industry organizations determined by Government to be relevant.

***Decision of Arbitrator***

26.6.4 An arbitrator, within 60 days of his or her appointment, or within 60 days of upholding an allegation of bad faith, shall:

- (a) ascertain the views and proposals of both the DIO and the proponent;
- (b) submit a decision in the form of a contract to the parties; and
- (c) send a copy of the decision to the Minister.

26.6.5 Costs of the arbitrator and the parties shall be borne equally by the parties, unless otherwise determined by the arbitrator. Costs of the DIO incurred in arbitration dealing with compensation pursuant to Section 26.11.4 shall be borne by the proponent of the Major Development Project, unless otherwise determined by the arbitrator.

**PART 7: EXTENSIONS OF TIME**

26.7.1 The parties negotiating an IIBA may agree to waive any of the time periods

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referred to in Parts 4 and 6, and the arbitrator may apply to the Minister for an extension of the time provided for in Section 26.6.4.

#### **PART 8: COMING INTO EFFECT**

- 26.8.1 An IIBA shall take effect 30 days after its receipt by the Minister unless the Minister has determined within that time that the IIBA does not conform to the provisions of Section 26.3.2 or the principles of Subsections 26.3.3(a) to (e), or that, with respect to an IIBA pursuant to Parts 5 or 6, an arbitrator has exceeded the arbitrator's jurisdiction.
- 26.8.2 If the Minister makes a determination pursuant to Section 26.8.1, the Minister shall provide written reasons and may provide direction for achieving conformity or remedying the excess of jurisdiction.
- 26.8.3 The parties with respect to a negotiated agreement, and the arbitrator with respect to an arbitrated agreement, shall take into account the Minister's reasons and revise the IIBA implementing any direction by the Minister to achieve conformity or to remedy the excess of jurisdiction.
- 26.8.4 The parties with respect to a negotiated agreement, and the arbitrator with respect to an arbitrated decision, shall submit the revised IIBA to the Minister and the parties within seven days of receipt of the Minister's written reasons.
- 26.8.5 The revised IIBA shall take effect seven days after its receipt by the Minister.

#### **PART 9: ENFORCEMENT**

- 26.9.1 An IIBA may be enforced by either party in accordance with the common law of contract. The parties may negotiate liquidated damages clauses for the eventuality of default and such a clause, however phrased, shall not be construed as constituting a penalty. In any deliberation as to the remedy of specific performance, due regard shall be given at all times to the desirability of protecting Inuit lifestyle and culture and providing Inuit with opportunities for economic advancement.
- 26.9.2 The negotiation and conclusion of an IIBA shall be without prejudice to the participation by the DIO, any other Inuit organization, and any Inuit in any hearings or other proceedings of NIRB, the National Energy Board, or any other administrative agency, or to the enforcement or contesting of any decision or order of such agency.

#### **PART 10: RENEGOTIATION**

- 26.10.1 Except where otherwise agreed by the proponent and the DIO, an IIBA shall provide for its renegotiation.

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## **PART 11: OTHER MATTERS**

### ***Agreement Not Required***

- 26.11.1 The DIO and the proponent of a Major Development Project may agree that an IIBA is not required.

### ***Military or National Emergency***

- 26.11.2 In cases of military or national emergency, the Minister may allow commencement of a Major Development Project prior to the conclusion of an IIBA.

### ***Early Project Start-up***

- 26.11.3 If, once negotiations have begun on an IIBA, the proponent finds it necessary for the project to start sooner than the projected start-up date, the Minister may, if the project has received approval from the appropriate agencies, authorize the project to commence:

- (a) if the parties agree; or
- (b) if the delay would jeopardize the project.

Where the Minister proposes to exercise this authority, the Minister shall consult with the parties and, where one has been appointed, the arbitrator.

- 26.11.4 If, pursuant to Section 26.11.2 or 26.11.3, a Major Development Project commences prior to an IIBA being concluded, the arbitrator shall ensure that benefits received by Inuit shall include compensation, which may be in the form of replacement benefits, for the benefits lost through the early commencement of the Major Development Project.

### ***Other Government Requirements***

- 26.11.5 Where an IIBA has been concluded which is at least equal to government requirements respecting the mitigation of impacts or provision of benefits for aboriginal peoples, Government may accept the IIBA as sufficient to satisfy those requirements.

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## **SCHEDULE 26-1**

### **MATTERS CONSIDERED APPROPRIATE FOR INUIT BENEFITS**

(Section 26.3.1)

1. Inuit training at all levels.
2. Inuit preferential hiring.
3. Employment rotation reflecting Inuit needs and preferences.
4. Scholarships.
5. Labour relations.
6. Business opportunities for Inuit including:
  - (a) provision of seed capital;
  - (b) provision of expert advice;
  - (c) notification of business opportunities;
  - (d) preferential contracting practices.
7. Housing, accommodation and recreation.
8. Safety, health and hygiene.
9. Language of workplace.
10. Identification, protection and conservation of archaeological sites and specimens.
11. Research and development.
12. Inuit access to facilities constructed for the project such as airfields and roads.
13. Particularly important Inuit environmental concerns and disruption of wildlife, including wildlife disruption compensation schemes.
14. Outpost camps.
15. Information flow and interpretation, including liaison between Inuit and proponent regarding project management and Inuit participation and concerns.
16. Relationship to prior and subsequent agreements.
17. Co-ordination with other developments.
18. Arbitration and amendment provisions.
19. Implementation and enforceability, including performance bonds and liquidated damages clauses.
20. Obligations of subcontractors.
21. Any other matters that the Parties consider to be relevant to the needs of the project and Inuit.

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## ARTICLE 27

### NATURAL RESOURCE DEVELOPMENT

#### PART 1: PETROLEUM

##### *Opening of Lands for Petroleum Exploration*

- 27.1.1 Prior to opening any lands in the Nunavut Settlement Area for petroleum exploration, Government shall notify the DIO and provide an opportunity for it to present and to discuss its views with Government regarding the terms and conditions to be attached to such rights.

##### *Exercise of Petroleum Rights*

- 27.1.2 Prior to the initial exercise of rights in respect of exploration, development or production of petroleum on Crown lands in the Nunavut Settlement Area, and in order to prepare a benefits plan for the approval of the appropriate regulatory authority, the proponent shall consult the DIO, and Government shall consult the DIO, in respect to those matters listed in Schedule 27-1.

#### PART 2: OTHER RESOURCES

##### *Other Resources*

- 27.2.1 Prior to the initial exercise of rights in respect of development or production of resources other than petroleum on Crown lands in the Nunavut Settlement Area, the proponent shall consult the DIO in respect to those matters listed in Schedule 27-1.

##### *Nature of Consultation*

- 27.2.2 The consultation provided for in this Part shall balance the needs of the DIO for information, an opportunity for discussion among Inuit, and the needs of Government and the proponent for timely and cost-effective decisions.

#### PART 3: EXISTING SUBSURFACE RIGHTS

- 27.3.1 The obligations to consult under Sections 27.1.2 to 27.2.2 shall apply *mutatis mutandis* to operators whose rights are continued under Section 21.7.2.

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## **SCHEDULE 27-1**

### **MATTERS CONSIDERED APPROPRIATE FOR CONSULTATION**

(Sections 27.1.2, 27.2.1)

1. Inuit training.
2. Inuit hiring.
3. Employment rotation.
4. Labour relations.
5. Business opportunities for Inuit.
6. Housing, accommodation and recreation on project site.
7. Safety, health and hygiene.
8. Language of workplace.
9. Identification, protection and conservation of archaeological sites and specimens.
10. Research and development.
11. Inuit access to facilities constructed for the project such as airfields and roads.
12. Particularly important Inuit environmental concerns and disruption of wildlife.
13. Outpost camps.
14. Information flow, including liaison between Inuit and proponent regarding project management and Inuit participation and concerns.
15. Co-ordination with other developments.
16. Any other matters that the Parties consider to be relevant to the needs of the project and Inuit.

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## **ARTICLE 28**

### **NORTHERN ENERGY AND MINERALS ACCORDS**

#### **PART 1: GENERAL**

- 28.1.1 The Territorial Government shall include representatives of the Tungavik in the Territorial Government team to develop and to implement northern energy and minerals accords with the Government of Canada.
- 28.1.2 Section 28.1.1 shall not impose any obligations on the Government of Canada or the Territorial Government to negotiate or to conclude northern energy or minerals accords.

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# ARTICLE 29

## CAPITAL TRANSFER

### PART 1: PAYMENT OF CAPITAL TRANSFER

- 29.1.1 Inuit acknowledge that they have received the capital transfer payments as listed in Schedule 29-1.
- 29.1.2 The Government of Canada shall make additional capital transfer payments to the Nunavut Trust as listed in Schedule 29-2.
- 29.1.3 The capital transfer payments referred to in Sections 29.1.1 and 29.1.2 include the Government of Canada's funding obligations in respect of the Nunavut Social Development Council and of the Inuit Heritage Trust, but such payment shall in no way affect the eligibility of the Council or Heritage Trust to apply for and receive government funds available for similar institutions in the Nunavut Settlement Area and throughout Canada by way of government grants, core funding, or other such funding mechanisms.
- 29.1.4 Any payment to which the Nunavut Trust is entitled under Section 29.1.2 shall, if the Trustees of the Nunavut Trust so direct, be paid directly to any beneficiary of the Trust.

### PART 2: NEGOTIATION LOAN PAYMENT

- 29.2.1 The Nunavut Trust shall repay the negotiation loans of the Tungavik Federation of Nunavut in accordance with Schedule 29-3.
- 29.2.2 The Government of Canada may deduct any amounts due under Section 29.2.1 against payments referred to in Section 29.1.2.
- 29.2.3 In all other respects, terms and conditions of the negotiation loans shall be unaffected.

### PART 3: LOANS AGAINST CAPITAL TRANSFER

- 29.3.1 At any time after three years from the date of ratification of the Agreement, the Nunavut Trust may request a loan from the Government of Canada against the then unpaid balance of the capital transfer.
- 29.3.2 If the Government of Canada agrees to consider the request, the Minister of Finance, representing Canada, and the Nunavut Trust will negotiate the amount and terms and conditions of the loan.
- 29.3.3 The Minister of Finance is authorized to consider a request and to grant a loan, on terms and conditions as agreed, up to the amount requested, if the Minister of Finance is satisfied that:

- (a) the loan is intended for the social or economic development of Inuit;

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- (b) in any year, the unpaid balance of the capital transfer payment is sufficient to cover the total of all outstanding loan repayments, interest and fees required of the Nunavut Trust;
- (c) the terms and conditions of the loan, including the amount of the loan, the timing and amount of repayments, and the interest rate,
  - (i) are consistent with government policies and practices for granting loans, and
  - (ii) enable the Minister to manage public disbursements and ensure fiscal constraint; and
- (d) an amount to be paid is available for that purpose from the applicable Parliamentary appropriation.

29.3.4 A condition of any loan made under this Part shall be that the Nunavut Trust pay, at the time of the loan, an amount on any outstanding balance of negotiation loans described in Section 29.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under this Part bears to the unpaid balance of capital transfer payments referred to in Section 29.1.2. The amount so paid shall be credited to the last payments under Schedule 29-3.

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## **SCHEDULE 29-1**

### **ADVANCE PAYMENTS**

(Section 29.1.1)

<i>Date</i>	<i>Payments</i>
Advance Payment to the Nunavut Trust on April 30, 1990	\$2,000,000
Advance Payment to the Tungavik Federation of Nunavut on April 30, 1990	\$1,000,000
Advance Payment to the Nunavut Trust on February 14, 1991	\$1,000,000
Advance Payment to the Tungavik Federation of Nunavut on October 17, 1991	\$1,000,000

## **SCHEDULE 29-2**

### **SCHEDULE OF PAYMENTS**

(Section 29.1.2)

<i>Date</i>	<i>Payments</i>
On the date of signing of the Agreement	\$79,307,736
On the first anniversary of signing of the Agreement	\$53,809,338
On the second anniversary of signing of the Agreement	\$71,745,785
On the third anniversary of signing the Agreement	\$89,682,231
On the fourth anniversary of signing the Agreement	\$89,682,231
On the fifth anniversary of signing the Agreement	\$89,682,231
On the sixth anniversary of signing the Agreement	\$89,682,231
On the seventh anniversary of signing the Agreement	\$89,682,231
On the eighth anniversary of signing the Agreement	\$89,682,231
On the ninth anniversary of signing the Agreement	\$89,682,231
On the tenth anniversary of signing the Agreement	\$89,682,231
On the eleventh anniversary of signing the Agreement	\$89,682,231
On the twelfth anniversary of signing the Agreement	\$71,745,785
On the thirteenth anniversary of signing the Agreement	\$53,809,338
On the fourteenth anniversary of signing the Agreement	\$35,872,892
Total	\$1,173,430,953

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## **SCHEDULE 29-3**

### **NEGOTIATION LOANS REPAYMENT**

(Sections 29.2.1 and 29.3.4)

Outstanding Balance of Negotiation Loans

\$39,760,797.68 Tungavik Federation of Nunavut

First Payment	\$2,913,833.80	on the first anniversary of date signing of the Agreement
Second Payment	\$3,885,111.79	on the second anniversary of date signing of the Agreement
Third Payment	\$4,856,389.72	on the third anniversary of date signing of the Agreement
Fourth Payment	\$4,856,389.72	on the fourth anniversary of date signing of the Agreement
Fifth Payment	\$4,856,389.72	on the fifth anniversary of date signing of the Agreement
Sixth Payment	\$4,856,389.72	on the sixth anniversary of date signing of the Agreement
Seventh Payment	\$4,856,389.72	on the seventh anniversary of date signing of the Agreement
Eighth Payment	\$4,856,389.72	on the eighth anniversary of date signing of the Agreement
Ninth Payment	\$4,856,389.72	on the ninth anniversary of date signing of the Agreement
Tenth Payment	\$4,856,389.72	on the tenth anniversary of date signing of the Agreement
Eleventh Payment	\$4,856,389.72	on the eleventh anniversary of date signing of the Agreement
Twelfth Payment	\$3,885,111.79	on the twelfth anniversary of date signing of the Agreement
Thirteenth Payment	\$2,913,833.80	on the thirteenth anniversary of date signing of the Agreement
Fourteenth Payment	\$1,942,555.86	on the fourteenth anniversary of date signing of the Agreement

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## ARTICLE 30

### GENERAL TAXATION

#### PART 1: GENERAL RULES

- 30.1.1 There shall be no federal, territorial or municipal government tax or other similar charges exigible in respect of the payment to or receipt by the Nunavut Trust, or a beneficiary under Section 29.1.4, of the following amounts paid by the Government of Canada pursuant to the Agreement:
- (a) any capital transfer referred to in Article 29; and
  - (b) any loan against capital transfer payments described in Article 29.
- 30.1.2 Subject to Section 30.1.1, tax laws of general application shall apply to the Nunavut Trust, any other recipient of a portion of the capital transfer, and to the recipient of any capital or income from the Nunavut Trust.
- 30.1.3 Inuit Owned Lands shall be deemed not to be reserves for the purposes of Section 87 of the *Indian Act*, R.S.C. 1985, c.I-5.

#### PART 2: INCOME FROM INUIT LANDS AND DEPRECIABLE PROPERTY

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

##### *Acquisition Cost of Lands*

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

##### *Disposition of Lands*

- 30.2.3 Where any real property acquired under the Agreement, other than depreciable property, is disposed of by a DIO (the "transferor")
- (a) to an Inuk (the "transferee"), and such real property has not previously been disposed of by a DIO to another Inuk, or

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(b) within ten years of the vesting of such property in a DIO, by that DIO to another DIO (the "transferee"),

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

***Disposition of Depreciable Property***

30.2.4 The rules of Sections 30.2.2 and 30.2.3 shall apply to depreciable property with such modifications as the circumstances require.

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## ARTICLE 31

### THE NUNAVUT TRUST

#### PART 1: GENERAL

- 31.1.1 Prior to the date of ratification of the Agreement, the Tungavik Federation of Nunavut shall cause to be established by trust deed a Nunavut Trust to receive the capital transfer payments referred to in Article 29 and any amounts payable to it under Article 25, and the Nunavut Trust may invest the same and distribute the income therefrom to the beneficiaries of the Trust for the general benefit of Inuit.
- 31.1.2 The Nunavut Trust shall be resident in Canada.
- 31.1.3 The Nunavut Trust shall be subject to control by its trustees, who shall be selected by Regional Inuit Organizations or through some other method that ensures conformity with Section 39.1.6.
- 31.1.4 The trust deed establishing the Nunavut Trust shall provide that amendment of the trust deed must involve ratification by Inuit through an appropriately designed voting procedure.
- 31.1.5 The rule commonly known as the Rule against Perpetuities shall not apply to the Nunavut Trust.
- 31.1.6 The Nunavut Trust shall provide for the protection and enhancement of settlement assets based on sound management practices.
- 31.1.7 Subject to Section 31.1.5, the Nunavut Trust and other Inuit structures shall be subject to laws of general application including applicable tax laws.

#### PART 2: ACCESS TO INFORMATION

- 31.2.1 The following information shall be freely available to all Inuit:
- (a) the trust deed establishing and governing the Nunavut Trust;
  - (b) the constituting documents of the principal beneficiary and any other beneficiaries of the Trust; and
  - (c) annual reports detailing the activities and finances of the Trust, its principal beneficiary, and any other beneficiaries.

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### **PART 3: STANDING**

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

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## **ARTICLE 32**

### **NUNAVUT SOCIAL DEVELOPMENT COUNCIL**

#### **PART 1: GENERAL PRINCIPLES**

32.1.1 Without limiting any rights of Inuit or any obligations of Government, outside of the Agreement, Inuit have the right as set out in this Article to participate in the development of social and cultural policies, and in the design of social and cultural programs and services, including their method of delivery, within the Nunavut Settlement Area.

#### **PART 2: GOVERNMENT OBLIGATIONS**

32.2.1 Government obligations under Section 32.1.1 shall be fulfilled by Government:

- (a) providing Inuit with an opportunity to participate in the development of social and cultural policies, and in the design of social and cultural programs and services, including their method of delivery, in the Nunavut Settlement Area; and
- (b) endeavouring to reflect Inuit goals and objectives where it puts in place such social and cultural policies, programs and services in the Nunavut Settlement Area.

#### **PART 3: ESTABLISHMENT OF NUNAVUT SOCIAL DEVELOPMENT COUNCIL (COUNCIL)**

32.3.1 A Nunavut Social Development Council (Council) shall be established to promote the principles and objectives in Sections 32.1.1 and 32.2.1, notwithstanding that there may be other bodies established in the Agreement or outside it which also promote these principles and objectives.

32.3.2 The Council shall be incorporated to operate as a non-profit DIO and its tax status shall be in accordance with laws of general application applicable from time to time.

32.3.3 The Council shall assist Inuit to define and promote their social and cultural development goals and objectives and shall encourage Government to design and implement social and cultural development policies and programs appropriate to Inuit. Accordingly, the Council may:

- (a) conduct research on social and cultural issues;
- (b) publish and distribute information on social and cultural issues to Inuit, governments and the public;
- (c) consult and work in collaboration with community, regional, territorial, federal and other bodies and agencies involved in social and cultural issues;

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(d) advise Inuit and governments on social and cultural policies, programs and services that relate to the Nunavut Settlement Area; and

(e) undertake other activities relating to social and cultural issues in the Nunavut Settlement Area.

32.3.4 The Council shall prepare and submit an annual report on the state of Inuit culture and society in the Nunavut Settlement Area to the Leader of the Territorial Government for tabling in the Legislative Assembly, as well as to the Minister of Indian Affairs and Northern Development for tabling in the House of Commons.

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## ARTICLE 33

### ARCHAEOLOGY

#### PART 1: DEFINITIONS AND INTERPRETATION

33.1.1 In this Article:

"archaeological site" means a site or work within the Nunavut Settlement Area of archaeological, ethnographical or historical importance, interest or significance or a place where an archaeological specimen is found, and includes explorers' cairns;

"archaeological specimen" means an object or specimen found in an archaeological site of archaeological, ethnological or historical importance, interest or significance and includes explorers' documents;

"areas administered by the Canadian Parks Service" means National Parks, National Marine Parks, National Historic Parks, Canadian Landmarks, and National Historic Sites administered by the Canadian Parks Service under the *Historic Sites and Monuments Act*;

"Designated Agency" means the government agencies, and departments, or their successors, described in Schedule 33-1;

"long-term alienation" means

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

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

"public records" means records held by any department or agency or public office of any level of government including records which were formerly held by any such department, agency or public office.

33.1.2 This Article shall apply to marine areas of the Nunavut Settlement Area.

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## **PART 2: GENERAL PRINCIPLES**

- 33.2.1 The archaeological record of the Inuit of the Nunavut Settlement Area is a record of Inuit use and occupancy of lands and resources through time. The evidence associated with their use and occupancy represents a cultural, historical and ethnographic heritage of Inuit society and, as such, Government recognizes that Inuit have a special relationship with such evidence which shall be expressed in terms of special rights and responsibilities.
- 33.2.2 The archaeological record of the Nunavut Settlement Area is of spiritual, cultural, religious and educational importance to Inuit. Accordingly, the identification, protection and conservation of archaeological sites and specimens and the interpretation of the archaeological record is of primary importance to Inuit and their involvement is both desirable and necessary.
- 33.2.3 Government responsibilities for the management and conservation of archaeological sites and specimens shall be balanced with Inuit responsibilities for the same.
- 33.2.4 There is an urgent need to establish facilities in the Nunavut Settlement Area for the conservation and management of a representative portion of the archaeological record. It is desirable that the proportion of the Nunavut Settlement Area archaeological record finding a permanent home in the Nunavut Settlement Area increase over time.
- 33.2.5 In recognition of the spiritual, cultural and religious importance of certain areas in the Nunavut Settlement Area to Inuit, Inuit have special rights and interests in these areas as defined by this Article.

## **PART 3: INUIT PARTICIPATION**

- 33.3.1 The Trust shall be invited to participate in developing government policy and legislation on archaeology in the Nunavut Settlement Area.

## **PART 4: INUIT HERITAGE TRUST**

- 33.4.1 The Tungavik Federation of Nunavut or its successor, shall cause to be established by trust deed an Inuit Heritage Trust ("Trust") within one year of the date of ratification of the Agreement.
- 33.4.2 The Trust shall be subject to control by its trustees who shall be nominated by the DIO. The trustees collectively shall have an appropriate balance of cultural awareness and technical expertise.
- 33.4.3 The Trust shall assume increasing responsibilities for supporting, encouraging, and facilitating the conservation, maintenance, restoration and display of archaeological sites and specimens in the Nunavut Settlement Area, in addition to any other functions set out in the Agreement.
- 33.4.4 The terms of the Trust shall ensure the safekeeping and safe use of property

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entrusted to it.

- 33.4.5 The Designated Agency shall allow the Trust access to information in its possession regarding archaeological work in the Nunavut Settlement Area, subject to reasonable restrictions on access intended to safeguard the confidentiality of sensitive information.

## **PART 5: PERMIT SYSTEM**

- 33.5.1 The legislation and policy referred to in Part 3 shall establish a permit system with respect to the protection, excavation and restoration, recording and reporting of archaeological sites. Appropriate sanctions against unauthorized disturbance of archaeological sites and specimens and unauthorized dealing in archaeological specimens shall be contained in appropriate legislation.

- 33.5.2 The legislation and policy referred to in Part 3 shall provide that a permit holder shall not survey, investigate, excavate or alter an archaeological site without the consent of the title holder to the land. Such consent shall not be unreasonably withheld.

- 33.5.3 Upon receipt of any application for a permit for archaeological activity, including investigation of archaeological sites, or the removal of archaeological specimens, the Designated Agency shall, except in cases of emergency, forward a copy of such application forthwith to the Trust.

- 33.5.4 Upon receipt of the copy, the Trust shall have a reasonable number of calendar days, as determined by the Designated Agency in consultation with the Trust, to object to the application in writing.

- 33.5.5 If the Designated Agency is in receipt of such written objections within the specified number of calendar days, it shall:

- (a) withhold the issuance of any permit;
- (b) investigate the objections; and
- (c) provide the Trust with a copy of the report prepared on the basis of the investigation.

- 33.5.6 Where the objections referred to in Section 33.5.5 are reasonably founded on

- (a) inadequate efforts to secure Inuit participation and benefits or inadequate performance of commitments to provide such participation and benefits under permits issued at an earlier date, or
- (b) disturbance of a site of Inuit religious or spiritual significance, as such significance is defined by the Trust in consultation with the Designated Agency,

the Designated Agency shall reject the application for the permit.

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- 33.5.7 The Designated Agency shall, upon reasonable request by the Trust, attach as a condition to the grant of a permit, a requirement that upon completion of each season's field work, the permit holder shall, to the extent practicable:
- (a) attend at a location identified by the Trust, in the community closest to the site, to explain and discuss the work carried out; and
  - (b) provide an opportunity for residents of the community to examine any specimen removed from the site.
- 33.5.8 Notwithstanding Section 33.5.6, where the application before the Designated Agency is associated with a proposed land use requiring a land use permit, the Designated Agency may, instead of rejecting the application, issue a permit with terms and conditions that adequately deal with the reasonably founded objections.
- 33.5.9 The legislation and policy referred to in Part 3 shall provide that every permit holder shall submit a report to the Designated Agency and the Trust. Upon reasonable request, the Agency shall provide the Trust with an Inuktitut summary of the report.
- 33.5.10 The Designated Agency shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about archaeology in the Nunavut Settlement Area.
- 33.5.11 Except where a permit specifically requires a permit holder to leave a specimen in situ for purposes of scientific or historic interest, all specimens collected by a permit holder shall be submitted to the Designated Agency or the Trust at a place and time specified by the permit.
- 33.5.12 Where an application is made for a land use permit in the Nunavut Settlement Area, and there are reasonable grounds to believe there could be sites of archaeological importance on the lands affected, no land use permit shall be issued without the written consent of the Designated Agency. Such consent shall not be unreasonably withheld.
- 33.5.13 Each land use permit referred to in Section 33.5.12 shall specify the plans and methods of archaeological site protection and restoration to be followed by the permit holder, and any other conditions the Designated Agency may deem fit.

## **PART 6: EMPLOYMENT AND CONTRACTING**

- 33.6.1 Where any agency of the Government intends to contract for carrying out of archaeological work in the Nunavut Settlement Area, the agency shall:
- (a) give preferential treatment to qualified Inuit contractors where the agency proposes to tender such contract; and
  - (b) ensure that all contractors give preferential treatment to qualified Inuit.
- 33.6.2 Any archaeological programs in the Nunavut Settlement Area that are administered

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by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.

**PART 7: TITLE IN SPECIMENS**

- 33.7.1 Government and the Trust shall jointly own all archaeological specimens that are found within the Nunavut Settlement Area and that are not:
  - (a) public records;
  - (b) the private property of any person; or
  - (c) within areas administered by the Canadian Parks Service.
- 33.7.2 Specimens found within areas of the Nunavut Settlement Area administered by the Canadian Parks Service shall be managed in accordance with the provisions of the Agreement.
- 33.7.3 Any disturbance or disposition of specimens shall be managed in accordance with this Article.
- 33.7.4 The Designated Agency and the Trust must jointly consent, in writing, prior to any long-term alienation of any archaeological specimen found in the Nunavut Settlement Area.
- 33.7.5 Where the Designated Agency and the Trust cannot reach an agreement on a proposal for a long-term alienation, as outlined in Section 33.7.4, the matter shall be referred for resolution by arbitration under Article 38 by the Designated Agency or the Trust. In arriving at a decision, an arbitration panel shall take into account the overall intent of the Agreement, the provisions of this Article, and any other relevant consideration.
- 33.7.6 The Trust shall determine the disposition of all specimens found on Inuit Owned Lands.
- 33.7.7 Designated Agencies shall determine the disposition of all specimens found in the Nunavut Settlement Area other than on Inuit Owned Lands subject to the rights of the Trust to acquire possession as set out in this Article.
- 33.7.8 Public records wherever they are found shall be owned and managed by the government by which they were created or held.

**PART 8: USE OF ARCHAEOLOGICAL SPECIMENS**

- 33.8.1 The Designated Agency shall endeavor at all times to dispose of a maximum number of specimens to institutions in the Nunavut Settlement Area such as the Trust.
- 33.8.2 The Trust may request possession of any specimens found within the Nunavut Settlement Area or from any federal or territorial government agency, including the

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Canadian Museum of Civilization, and any territorial archaeological agency. Such requests shall not be refused by the agency unless:

- (a) the Trust is unable to maintain the specimen without risk;
- (b) the Trust is unable to provide access to the specimen commensurate with scientific or public interests;
- (c) the agency is unable to give up possession because of some term or condition of its original acquisition from a non-governmental source;
- (d) the Canadian Museum of Civilization, the National Archives of Canada, the Canadian Parks Service or a territorial government agency currently requires the specimen,
  - (i) for its own active display or research, or
  - (ii) on account of the unique characteristics of the specimen;
- (e) the condition of the specimen prohibits its movement; or
- (f) the specimen has previously been made available to, and is in the possession of, a party other than a federal or territorial government agency.

33.8.3 Where the agency referred to in Section 33.8.2 complies with a request by the Trust, the agency may attach any terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of possession.

33.8.4 Where the Trust requests possession of a specimen mentioned in Section 33.8.2, but such specimen is currently on loan to a party other than a federal or territorial government agency, the Trust shall have priority over all other persons to obtain possession of the said specimen, subject to compliance with any conditions outlined in Sections 33.8.2 and 33.8.3.

33.8.5 A Designated Agency may request possession of any specimen in the possession of the Trust and the Trust may grant possession on a basis to be negotiated between the Designated Agency and the Trust.

## **PART 9: PLACE NAMES**

33.9.1 The Inuit of the Nunavut Settlement Area have traditionally referred to various locations, geographic features and landmarks by their traditional Inuit place names. The official names of such places shall be reviewed by the Trust and may be changed to traditional Inuit place names in accordance with the process described in Section 33.9.2.

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33.9.2 The process for review of place names within the Nunavut Settlement Area shall be comparable to that set out in the Territorial Government Directive 17.03 on *Geographical And Community Names*, dated May 28, 1990, subject to the requirement that the Trust be consulted on any place name decisions.

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## **SCHEDULE 33-1**

### **DESIGNATED AGENCIES**

(Section 33.1.1 "Designated Agency")

#### **PART 1: GOVERNMENT OF CANADA**

Canadian Museum of Civilization

National Archives of Canada

Canadian Parks Service

Department of Indian Affairs and Northern Development

Canadian Permanent Committee on Geographical Names

Department of Communications

Secretary of State

Social Sciences and Humanities Research Council of Canada

#### **PART 2: GOVERNMENT OF THE NORTHWEST TERRITORIES**

Prince of Wales Northern Heritage Centre

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## **ARTICLE 34**

### **ETHNOGRAPHIC OBJECTS AND ARCHIVAL MATERIALS**

#### **PART 1: DEFINITIONS AND INTERPRETATION**

34.1.1 In this Article:

"ethnographic object" means an object made, modified or used by man and collected and documented for the interpretation and descriptive study of human culture;

"archival materials" means unpublished or unique material of a documentary nature which may shed light upon the past.

34.1.2 Nothing in this Article shall be interpreted so as to conflict with Article 33.

34.1.3 This Article shall apply to marine areas.

#### **PART 2: GENERAL**

34.2.1 Any ethnological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.

#### **PART 3: ETHNOGRAPHIC OBJECTS**

34.3.1 The Canadian Museum of Civilization and any territorial government ethnographic agency shall endeavour at all times to lend a maximum number of ethnographic objects to institutions in the Nunavut Settlement Area such as the Trust.

34.3.2 Where the Trust requests the loan of any ethnographic objects originating in or relating to the Nunavut Settlement Area, and in the possession of a federal or territorial government ethnographic agency, including the Canadian Museum of Civilization, the National Archives of Canada and the Canadian Parks Service or territorial government agency, such request shall not be refused unless:

- (a) the Trust is unable to maintain the object without risk of damage or destruction, including provision for climate control and security;
- (b) the Trust is unable to provide access to the object commensurate with scientific or public interest;
- (c) the agency is unable to lend the object because of a term or condition of its original acquisition from a non-governmental source;
- (d) the Canadian Museum of Civilization, the National Archives of Canada, the

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Canadian Parks Service or territorial government agency requires the object;

- (i) for its own active display or research, or,
  - (ii) on account of the unique characteristics of the object;
- (e) the condition of the object prohibits its movement; or
- (f) the object has been previously lent to, and is in the possession of, a party other than a federal or territorial government agency.

34.3.3 Where the agency referred to in Section 34.3.2 complies with a request by the Trust, the agency may attach any terms or conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of the loan.

34.3.4 Where the Trust requests the loan of an object mentioned in Section 34.3.2, but such object is currently on loan to a party other than a federal or territorial government agency, the Trust shall have priority over all other persons to obtain a loan of the said object, subject to compliance with any conditions outlined in Sections 34.3.2 and 34.3.3.

#### **PART 4: ARCHIVAL MATERIALS**

34.4.1 Where the Trust requests the loan of original archival materials relating to the Nunavut Settlement Area for display or exhibit, or copies of archival material for research or study purposes, from the National Archives of Canada, the Canadian Museum of Civilization or any territorial government archival agency, such request shall be treated on at least as favourable a basis as similar requests from any other institutions.

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## **ARTICLE 35**

### **ENROLMENT**

#### **PART 1: PRINCIPLES AND OBJECTIVES**

35.1.1 This Article:

- (a) recognizes that Inuit are best able to define who is an Inuk for the purposes of this Agreement;
- (b) guarantees that the Inuit of the Nunavut Settlement Area will be recognized according to their own understanding of themselves, and that Inuit shall determine who is an Inuk for the purposes of this Agreement, and entitled to be enroled under the Agreement;
- (c) establishes a process that is just and equitable for determining who is an Inuk for the purposes of this Agreement, and entitled to be enroled under the Agreement.

#### **PART 2: INUIT ENROLMENT LIST**

35.2.1 A DIO shall establish and maintain a list of Inuit (Inuit Enrolment List), and enrol thereon the names of all persons who are entitled to be enroled in accordance with this Article.

35.2.2 A person who is enroled on the Inuit Enrolment List shall be entitled to benefit from the Agreement so long as he or she is alive and his or her name is enroled thereon.

#### **PART 3: ENROLMENT REQUIREMENTS**

35.3.1 Subject to Sections 35.3.3 to 35.3.5, a person who

- (a) is alive,
- (b) is a Canadian citizen,
- (c) is an Inuk as determined in accordance with Inuit customs and usages,
- (d) identifies himself or herself as an Inuk, and
- (e) is associated with
  - (i) a community in the Nunavut Settlement Area, or
  - (ii) the Nunavut Settlement Area,

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is entitled to have his or her name enroled on the Inuit Enrolment List.

- 35.3.2 For the purpose of Sub-section 35.3.1(d), the guardian of a person who in consequence of legal disability is unable to identify himself or herself as an Inuk may identify that person as an Inuk.
- 35.3.3 No persons shall be enroled under the Agreement and any other Canadian aboriginal land claims agreement at the same time.
- 35.3.4 A person who is entitled may transfer into the Agreement so long as that person gives up, for the duration of such transfer, the ability to benefit from or participate in a Canadian aboriginal land claims agreement out of which that person is transferring. The DIO shall determine the date upon which this provision comes into force with respect to beneficiaries or participants of any other Canadian aboriginal land claims agreements.
- 35.3.5 No person shall be under a legal obligation to apply for enrolment under the Agreement.
- 35.3.6 Any person enroled under the Agreement, may from time to time, decide to discontinue enrolment and, upon that person's written directions to that effect, that person's name shall be removed from the Inuit Enrolment List.

#### **PART 4: COMMUNITY ENROLMENT COMMITTEES**

- 35.4.1 A Community Enrolment Committee (Enrolment Committee) shall be established in each community in the Nunavut Settlement Area.
- 35.4.2 The functions of an Enrolment Committee are to decide:
- (a) whether a person applying to be enroled under the Agreement (applicant) meets the enrolment requirements of Part 3 (enrolment requirements);
  - (b) upon its own motion, or the request of another enroled person, whether the name of a person listed on the Inuit Enrolment List should be removed from the list as a consequence of that person no longer meeting the enrolment requirements.
- 35.4.3 An interim Enrolment Committee shall be established for each community composed of not less than three and not more than six persons chosen by the Inuit elders of that community.
- 35.4.4 On or before the first anniversary of the date of ratification of the Agreement, the interim Enrolment Committees shall complete their determination as to which applicants are entitled to be enroled on the Inuit Enrolment List, and those applicants shall be enroled by the DIO on the Inuit Enrolment List.
- 35.4.5 Upon completion of the work of an interim Enrolment Committee under Section 35.4.4, the persons from that community enroled on the Inuit Enrolment List shall structure, in a manner they deem fit, an Enrolment Committee for that community

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to operate thereafter.

## **PART 5: APPEALS**

- 35.5.1 A Nunavut Enrolment Appeals Committee (Appeals Committee) shall be established to hear and decide:
- (a) appeals, commenced by an applicant for enrolment or another enrolled person, from a decision of an Enrolment Committee as to whether the applicant is entitled to be enrolled on the Inuit Enrolment List;
  - (b) appeals, commenced by a person whose name would be removed or another enrolled person, from a decision of an Enrolment Committee as to whether a name should be removed from the Inuit Enrolment List; and
  - (c) applications for enrolment by persons who believe that they meet the enrolment requirements of Paragraph 35.3.1(e)(ii) but not Paragraph 35.3.1(e)(i).
- 35.5.2 The Baffin Region Inuit Association, the Kitikmeot Inuit Association and the Keewatin Inuit Association, or their successors, shall each appoint one person from each community in its Region to a standing list of members for its Region.
- 35.5.3 The Appeals Committee shall consist of the three standing lists of members created under section 35.5.2.
- 35.5.4 The members of the standing list from each Region shall elect from among their number a member who shall be a co-chairperson of the Appeals Committee.
- 35.5.5 The co-chairperson of the Region of an appellant shall select another Appeals Committee member from that Region, and a co-chairperson from one of the other Regions, and the said co-chairpersons and that member shall hear and determine the appeal.
- 35.5.6 An appeal to the Appeals Committee shall be by way of a re-hearing, and further evidence may be allowed by the Appeals Committee.
- 35.5.7 Where a person appeals to the Appeals Committee as to a decision of an interim Enrolment Committee, the Appeals Committee shall hear and determine the appeal on or before the second anniversary of the date of ratification of the Agreement.
- 35.5.8 Every order, decision or ruling of the Appeals Committee is final and binding and is not subject to appeal, but the order, decision or ruling may be reviewed by the superior court having jurisdiction in the Nunavut Settlement Area for a failure to observe the principles of natural justice or otherwise acting beyond or refusing to exercise its jurisdiction.
- 35.5.9 In no case may a member of an Enrolment Committee, interim or otherwise, be a member of the Appeals Committee.

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35.5.10 The provisions of Section 35.5.2 to 35.5.5 may be modified by a decision of the majority of the Enrolment Committees.

#### **PART 6: PROCEEDINGS OF COMMITTEES**

35.6.1 Subject to Section 35.6.2, the Enrolment Committees, interim or otherwise, and the Appeals Committee may establish rules for conducting proceedings, including rules for the use of teleconferencing, written submissions, and time limits.

35.6.2 In making any decisions that would confirm, deny or remove entitlement to enrolment, the Enrolment Committees, interim or otherwise, shall:

- (a) give appropriate notice to applicants, appellants, and other directly interested parties; and
- (b) allow applicants, appellants, and other directly interested parties an opportunity to make representations.

35.6.3 The Enrolment Committees, interim or otherwise, and Appeal Committee shall, upon request, supply to applicants, appellants and other directly interested parties written reasons for their decisions.

35.6.4 All proceedings of the Enrolment Committees, interim or otherwise, and the Appeals Committee shall be in Inuktitut and, at the request of a member of a Committee, the applicant or the appellant, in one or both of Canada's official languages.

#### **PART 7: PUBLICATION OF INUIT ENROLMENT LIST**

35.7.1 Each Enrolment Committee, interim or otherwise, shall make available to the public without charge a list containing the names of persons enrolled on the Inuit Enrolment List.

35.7.2 The DIO shall annually provide a free copy of the Inuit Enrolment List to the Government of Canada and to the Territorial Government, and shall make the Inuit Enrolment List available to a member of the public on request.

#### **PART 8: IMPLEMENTATION**

35.8.1 The Government of Canada shall pay all expenses incurred for the establishment and work of the interim Enrolment Committees, and the work of the Appeals Committee, until the second anniversary of the date of ratification of the Agreement.

35.8.2 The DIO shall be responsible for co-ordinating the enrolment procedures set out in these provisions and permanently maintaining a complete and up-to-date Inuit Enrolment List.

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## **PART 9: AMENDMENTS**

35.9.1 Notwithstanding Section 2.13.1, the Tungavik may not consent to an amendment of these provisions without the consent of all the Enrolment Committees.

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# ARTICLE 36

## RATIFICATION

### PART 1: GENERAL

- 36.1.1 Once the Agreement has been initialled by the Tungavik Federation of Nunavut and Government negotiators, they shall submit it for ratification by the Parties as set out in this Article.
- 36.1.2 Inuit shall be considered to have ratified the Agreement when:
- (a) a majority of the eligible Inuit voters in each of the Kitikmeot, Keewatin and Baffin Regions of the Nunavut Settlement Area by way of the Inuit ratification vote approve the Agreement and authorize the duly appointed officers of the Tungavik Federation of Nunavut to sign the Agreement; and
  - (b) the duly appointed officers of the Tungavik Federation of Nunavut sign the Agreement.
- 36.1.3 Her Majesty The Queen in Right of Canada shall be considered to have ratified the Agreement when:
- (a) the Agreement is signed by the Minister of the Crown authorized by Cabinet; and
  - (b) a statute ratifying the Agreement is enacted by Parliament and comes into force.

### PART 2: INUIT RATIFICATION VOTE

#### *Ratification Committee*

- 36.2.1 Upon initialling of the Agreement, a Ratification Committee shall be established with responsibility to conduct the Inuit ratification vote.
- 36.2.2 The Ratification Committee shall consist of three individuals named by the Tungavik Federation of Nunavut, one individual named by the Minister of Indian Affairs and Northern Development and one individual named by the Territorial Associate Minister of Aboriginal Rights and Constitutional Development.
- 36.2.3 The Ratification Committee shall prepare a budget for its operations and the Inuit ratification vote, subject to review and approval by the Minister of Indian Affairs and Northern Development. The approved budget shall be a charge on the Government of Canada.

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*Official Voters List*

- 36.2.4 The Official Voters List shall include the names of all eligible Inuit voters. Eligible voters shall be all individuals defined as "Inuit" under Part (a) of the definition of Inuit in Article 1 and who are:
- (a) 16 years of age or older on the last day of the Inuit ratification vote;
  - (b) alive;
  - (c) Canadian citizens; and
  - (d) not enrolled in any other Canadian aboriginal land claims agreement.
- 36.2.5 The Official Voters List shall be comprised of Regional Voters Lists for the Kitikmeot, Keewatin and Baffin Regions. The Regional Voters Lists shall comprise a Community Voters List for each community in that Region.
- 36.2.6 Not less than 60 days after the establishment of the Ratification Committee, a preliminary voters list shall be made available for public review by posting a Community Voters List in each community in the Nunavut Settlement Area and by such other means as the Ratification Committee deems appropriate. The preliminary voters list shall be based on the preliminary enrolment list provided by the Tungavik Federation of Nunavut, less those individuals under 16 years of age on the last day of the Inuit ratification vote.
- 36.2.7 Applications from those individuals who have applied for enrolment pursuant to Article 35 and have not been accepted but whose application has not been rejected by the Appeals Committee under Part 5 of Article 35 shall be reviewed by the Voters List Committee referred to in Section 36.2.9 to determine whether their names should be placed on the voters list.
- 36.2.8 On or before September 21, 1992:
- (a) an individual not covered by the provisions of Section 36.2.7 who is not on the preliminary voters list, or not on the appropriate voters list, may apply to be placed on the appropriate list; and
  - (b) an individual eligible to be on the voters list may make an application to have an individual's name added to or removed from the voters list.
- 36.2.9 Applications referred to in Section 36.2.7 and 36.2.8 shall be reviewed by the Voters List Committee consisting of three members appointed by Tungavik Federation of Nunavut who have not heard appeals in respect of the preliminary enrolment list and one non-voting member appointed by the Minister of Indian Affairs and Northern Development.
- 36.2.10 The decision of the Voters List Committee in respect of an application shall be final and the Voters List Committee shall notify the applicant, any person whose

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eligibility has been challenged and the Ratification Committee, of its decision.

- 36.2.11 Within seven days after the Voters List Committee has rendered a decision on all applications, the Ratification Committee shall forward to the Government and Tungavik Federation of Nunavut a voters list which shall be the preliminary voters list as amended by such decisions. Upon receipt of approval of the list from the Minister of Indian Affairs and Northern Development and Tungavik Federation of Nunavut, the Ratification Committee shall publish the list as the Official Voters List.

***Information***

- 36.2.12 The Ratification Committee shall take all reasonable steps necessary to ensure that eligible Inuit voters have a reasonable opportunity to review the substance and details of the Agreement. Particular attention shall be given to the need for community meetings and to the production and distribution of materials in Inuktitut.

***Voting Process***

- 36.2.13 The Inuit ratification vote will be held no earlier than 7 days after the publication of the Official Voters List on such day or days as may be agreed to by the Ratification Committee.
- 36.2.14 The Inuit ratification vote shall occur on the same day or days for all eligible voters except for advance polls or where circumstances require an alternate day.
- 36.2.15 The vote shall be by secret ballot.
- 36.2.16 Voting ballots shall be in Inuktitut, and Canada's official languages.
- 36.2.17 The Ratification Committee shall be responsible for the conduct of the vote and tabulation of all ballots and publication of the results of the vote. The Committee shall retain all ballots and document all events and decisions related to the ratification vote, and shall make such documentation available to Government and the Tungavik upon request and within six months shall transfer all such documentation to the National Archives of Canada. The documentation shall not be disposed of, in whole or in part, without prior written notification to the Tungavik and Government. The Tungavik and Government shall be entitled to have access to and make copies of any and all documents.

**PART 3: GOVERNMENT RATIFICATION PROCESS**

- 36.3.1 Following signing of the Agreement by the parties, and upon consultation with the Tungavik Federation of Nunavut pursuant to Section 2.6.1, the Government of Canada shall present the Agreement to Parliament, and propose the enactment of the ratification statute. The proposed statute shall:

- (a) contain a clear statement that the Agreement is ratified;

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- (b) stipulate that the Agreement is given effect and made binding on third parties;
- (c) stipulate that the rights and benefits of Inuit under the Agreement shall not merge in the ratification statute or any other law;
- (d) state that where there is an inconsistency or conflict between the ratification statute and the Agreement, the Agreement prevails;
- (e) authorize the payment out of the Consolidated Revenue Fund of such sums as may be required to meet the monetary obligations of Her Majesty under Articles 25 and 29;
- (f) comply with Sections 53 and 54 of the *Constitution Act, 1867*;
- (g) include two recitals in the preamble stating that
  - (i) Her Majesty The Queen in Right of Canada and the Inuit of the Nunavut Settlement Area, through their duly mandated representatives have entered into an Agreement, and
  - (ii) Article 36 of the Agreement contemplates ratification by Her Majesty by an Act of Parliament;
- (h) make the statute binding on the Crown; and
- (i) stipulate that the statute shall come into force on December 31, 1993 or such earlier date as may be set under legislation.

#### **PART 4: TIMETABLE**

- 36.4.1 The Inuit ratification vote shall be completed not later than December 31, 1992.
- 36.4.2 Ratification by Her Majesty The Queen in Right of Canada shall be completed no later than December 31, 1993.
- 36.4.3 The time limits established in this Article may be varied by agreement of the Tungavik Federation of Nunavut and the Minister of Indian Affairs and Northern Development.

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# ARTICLE 37

## IMPLEMENTATION

### PART 1: GUIDING PRINCIPLES

37.1.1 The following principles shall guide the implementation of the Agreement and shall be reflected in the Implementation Plan:

- (a) there shall be an ongoing process for Inuit and Government to plan for and monitor the implementation of the Agreement which shall mirror the spirit and intent of the Agreement and its various terms and conditions;
- (b) implementation shall reflect the objective of the Agreement of encouraging self-reliance and the cultural and social well-being of Inuit;
- (c) timely and effective implementation of the Agreement with active Inuit participation, including those provisions for training, is essential for Inuit to benefit from the Agreement;
- (d) to promote timely and effective implementation of the Agreement, Inuit and Government shall
  - (i) identify, for multi-year planning periods, the implementation activities and the level of government implementation funding which will be provided during any planning period, and
  - (ii) allow flexibility through an implementation panel to reschedule activities, and consistent with government budgetary processes, to re-allocate funds within the planning period; and
- (e) reflecting the level of independence and the authorities of the NWMB and the other institutions of public government identified in Article 10, the funding arrangements for implementation of the Agreement shall
  - (i) provide those institutions with a degree of flexibility to allocate, re-allocate and manage funds within their budgets, no less than that generally accorded to comparable agencies of Government,
  - (ii) provide those institutions with sufficient financial and human resources to plan for and carry out the duties and responsibilities assigned to them in the Agreement in a professional manner with appropriate public involvement,
  - (iii) require those institutions to follow normally accepted management and accounting practices, and



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- (iv) ensure the accountability of those institutions for expenditure of their resources in fulfilling their obligations under the Agreement.

## **PART 2: IMPLEMENTATION PLAN**

- 37.2.1 There shall be an Implementation Plan developed and approved by the Tungavik Federation of Nunavut, the Government of Canada and the Territorial Government prior to the date of ratification of the Agreement.
- 37.2.2 The Implementation Plan shall identify:
- (a) the ongoing and time limited obligations, specific activities, and projects required to implement the Agreement;
  - (b) which obligations, specific activities, and projects the DIOs, the Government of Canada and the Territorial Government are, respectively or jointly, responsible for carrying out;
  - (c) where appropriate, timeframes for the completion of the obligations, specific activities, and projects;
  - (d) the funding levels for implementing the Agreement for the ten-year period following the ratification of the Agreement;
  - (e) as agreed to from time to time by the parties to the Plan, the obligations and funding levels for implementing the Agreement for successive multi-year periods;
  - (f) the authority of the Implementation Panel to revise the schedule of implementation activities and the allocation of resources in the Plan without requiring amendment to the Plan; and
  - (g) a communication and education strategy to inform Inuit and interested third parties of the content and implementation of the Agreement.
- 37.2.3 All provisions of the Implementation Plan shall be consolidated into a contract except as otherwise agreed by the parties to the Plan.
- 37.2.4 Amendments to the Implementation Plan shall require written consent of the parties to the Plan.
- 37.2.5 The Implementation Plan shall be appended to but not form part of the Agreement, and the Plan is not intended to be a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*.
- 37.2.6 The provisions of this Article or of the Implementation Plan identifying the obligations and responsibilities of any Minister, official or agent of the Crown acting on behalf of the Government of Canada or the Territorial Government shall not be interpreted so as to derogate from the obligations of Her Majesty under the

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Agreement or so as to alter, directly or indirectly, the respective jurisdictions of the Government of Canada and the Territorial Government.

### **PART 3: IMPLEMENTATION PANEL**

37.3.1 Within sixty days of the date of ratification of the Agreement, an Implementation Panel shall be established.

37.3.2 The Implementation Panel shall be composed of four members: one senior official representing the Government of Canada, one senior official representing the Territorial Government and two individuals representing the DIO.

37.3.3 The Implementation Panel shall:

- (a) oversee and provide direction on the implementation of the Agreement;
- (b) monitor the implementation of the Implementation Plan, determining whether the ongoing and time-limited obligations, specific activities, and projects have been and are being carried out in accordance with the Plan and in the context of the Agreement and shall for that purpose, without duplicating other independent reviews, arrange for an independent review at five-year intervals unless otherwise agreed by the Panel;
- (c) monitor the development of the Implementation Training Plan;
- (d) accept or reject, with direction as appropriate, the Implementation Training Plan and monitor its operation when accepted;
- (e) attempt to resolve any dispute that arises between the DIO and Government regarding the implementation of the Agreement, without in any way limiting the opportunities for arbitration under Article 38 or legal remedies otherwise available;
- (f) when it deems it necessary, revise the schedule of implementation activities and the allocation of resources in the Implementation Plan, obtaining consent of the parties to the Plan where such revision requires an amendment to the Plan;
- (g) make recommendations to the parties to the Implementation Plan respecting the identification of funding levels for implementing the Agreement for multi-year periods beyond the initial ten-year period; and
- (h) prepare and submit an annual public report on the implementation of the Agreement including any concerns of any of the Panel members,
  - (i) to the Leader of the Territorial Government for tabling in the Legislative Assembly,
  - (ii) to the Minister of Indian Affairs and Northern Development for tabling in the House of Commons, and

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(iii) to the DIO.

37.3.4 The costs of the Implementation Panel shall be funded by the Government of Canada except that each of the governments and the DIO shall be responsible for the costs and expenses of its members.

37.3.5 All decisions of the Implementation Panel shall be by unanimous agreement of all members.

#### **PART 4: INUIT IMPLEMENTATION FUND**

37.4.1 The Inuit Implementation Fund shall be established upon ratification of the Agreement, and shall be administered by the Nunavut Trust as a charitable trust.

37.4.2 The Inuit Implementation Fund shall be used to:

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

37.4.3 Upon ratification of the Agreement, the Government of Canada shall provide \$4,000,000 of implementation funding to the Nunavut Trust, as capital for the Inuit Implementation Fund. Inuit shall be responsible for any implementation costs incurred by Inuit in excess of amounts available from the Fund. However, nothing in this provision shall prevent the Fund from receiving donations, grants or funds from other sources.

#### **PART 5: NUNAVUT IMPLEMENTATION TRAINING COMMITTEE**

37.5.1 The Nunavut Implementation Training Committee (NITC) shall be established within three months of ratification of the Agreement, and will consist of seven members to be appointed as follows:

- (a) the Tungavik and four other DIOs shall each appoint one member; and
- (b) Government shall appoint two members, one of whom is a senior official with authority to represent the Government of Canada in respect of training and education matters and one of whom is a senior official with authority to represent the Territorial Government in respect of training and education matters.

37.5.2 The NITC shall:

- (a) be trustees of the Implementation Training Trust established under Part 8 and administer it as a charitable trust;

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- (b) develop guidelines for the expenditure of money from the Implementation Training Trust;
- (c) direct the Inuit Implementation Training Study as outlined in Part 6;
- (d) establish principles to guide the development of the Implementation Training Plan;
- (e) develop the Implementation Training Plan;
- (f) oversee the fulfillment of the Implementation Training Plan;
- (g) establish consultative arrangements between Government and Inuit that ensure effective integration of training funded from the Implementation Training Trust with existing Government training programs;
- (h) arrange for an independent review of the operations of the NITC and the implementation of the Implementation Training Plan to be undertaken no later than the fifth anniversary of the date of ratification of the Agreement and at least every fifth year thereafter during the life of the Plan; and
- (i) prepare an annual report on its activities, including expenditures from the Implementation Training Trust, for the Implementation Panel.

#### **PART 6: INUIT IMPLEMENTATION TRAINING STUDY**

- 37.6.1 Within three months of the date of ratification of the Agreement, an Inuit Implementation Training Study shall be undertaken in the Nunavut Settlement Area.
- 37.6.2 The Inuit Implementation Training Study shall be carried out under the direction of the NITC.
- 37.6.3 The Inuit Implementation Training Study shall be completed within six months of its commencement.
- 37.6.4 The Inuit Implementation Training Study shall:
- (a) identify the positions likely to be required to implement the Agreement, including,
    - (i) positions within the NWMB and the institutions of public government identified in Article 10, and
    - (ii) positions within the DIOs required for Inuit to carry out their responsibilities in implementing the Agreement, including those that assist Inuit in taking advantage of the economic opportunities arising from the Agreement;

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- (b) identify the necessary skills and qualifications required for positions identified in Sub-section (a); and
- (c) identify implementation training requirements for Inuit respecting the positions identified in Sub-section (a), in the short and long term, utilizing any available labour force data analysis.

37.6.5 The conduct of the Inuit Implementation Training Study may be coordinated with the conduct of the Inuit labour force analysis conducted pursuant to Section 23.3.1 or other studies of Inuit training requirements.

## **PART 7: IMPLEMENTATION TRAINING PLAN**

37.7.1 An Implementation Training Plan shall be developed by the NITC to address the implementation training requirements identified under the Inuit Implementation Training Study.

37.7.2 The Implementation Training Plan shall identify:

- (a) existing Government training programs which, within their existing budgets, meet Inuit implementation training requirements identified under Section 37.7.1; and
- (b) training initiatives to be funded from the Implementation Training Trust where Inuit training requirements identified under Section 37.7.1 cannot be met under Sub-section (a).

37.7.3 The implementation of the Implementation Training Plan may be coordinated with broader Inuit training initiatives.

37.7.4 The NITC shall forward a copy of its Implementation Training Plan to the Implementation Panel for its review and acceptance.

## **PART 8: IMPLEMENTATION TRAINING TRUST**

37.8.1 The DIO shall establish an Implementation Training Trust.

37.8.2 The object of the Implementation Training Trust shall be to fund the functions of the NITC including:

- (a) the Inuit Implementation Training Study;
- (b) the development of the Implementation Training Plan;
- (c) training in accordance with the Implementation Training Plan; and
- (d) the functions of the NITC, including the reasonable costs associated with the administration of the Trust, except that each Government and DIO shall be responsible for the costs and expenses of its own member.

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- 37.8.3 On establishment of the Implementation Training Trust or ratification of the Agreement, whichever occurs later, the Government of Canada shall contribute \$13,000,000 of implementation funding to the Implementation Training Trust. Nothing in this provision shall prevent the Trust from receiving donations, grants or funds from other sources.

**PART 9: GENERAL**

- 37.9.1 Except as expressly provided in the Agreement, Government shall have no obligation pursuant to the Agreement to fund training for Inuit.
- 37.9.2 Parts 5 to 8 do not apply in respect of training for the purpose of Article 23, but implementation training may be coordinated with any training under pre-employment training plans developed under Article 23.
- 37.9.3 Nothing in this Article shall be construed to limit the obligations of Government under Article 23 or affect the ability of Inuit to participate in and benefit from government training programs existing from time to time.

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# **ARTICLE 38**

## **ARBITRATION**

### **PART 1: ESTABLISHMENT OF ARBITRATION BOARD**

- 38.1.1 An Arbitration Board (the "Board") shall be established.
- 38.1.2 The Board shall have nine members. The chairperson and the vice-chairperson shall be selected by and from the members of the Board.
- 38.1.3 The Government of Canada, the Territorial Government and the DIO will consult and attempt to reach agreement as to the persons to be initially appointed by them jointly to the Board.
- 38.1.4 If agreement is not reached within six months of the date of ratification of the Agreement for any or all of the nine appointments under Section 38.1.3, the remainder of appointments, upon request of the Government of Canada, the Territorial Government or the DIO, shall be made by a judge of the superior court having jurisdiction in the Nunavut Settlement Area.
- 38.1.5 Re-appointments or new appointments to the Board shall be made in accordance with Section 38.1.3 and 38.1.4, except that a judge may be requested to make any such appointment if agreement is not reached within six months of the vacancy occurring.
- 38.1.6 The term of appointment of a member of the Board shall be for five years and a member shall be eligible to be re-appointed.
- 38.1.7 Any staff of the Board shall be provided by Government and any office of the Board shall be in the Nunavut Settlement Area. The Board shall prepare an annual budget, subject to review and approval by Government. The approved expenses of the Board shall be borne by Government.

### **PART 2: JURISDICTION OF ARBITRATION PANEL**

- 38.2.1 An arbitration panel shall have jurisdiction to arbitrate in respect of:
- (a) any matter concerning the interpretation, application or implementation of the Agreement where the DIO and Government agree to be bound by the decision; and
  - (b) matters specifically designated in other Articles for resolution by arbitration under this Article.
- 38.2.2 An arbitration panel is prohibited from making a decision that alters, amends, deletes, or substitutes any Article of the Agreement in any manner.



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### **PART 3: RULES AND PROCEDURES**

- 38.3.1 The Board may establish rules and procedures for the conduct of references under this Article.
- 38.3.2 It is intended that the process of arbitration will resolve disputes submitted to it in an informal and expeditious manner.
- 38.3.3 A reference shall be heard and determined by an arbitration panel selected from among members of the Board, consisting of:
- (a) one arbitrator, if agreed to by the parties to the arbitration; or
  - (b) three arbitrators, where one is selected by each of the parties to the arbitration, and a chairperson appointed in accordance with Section 38.3.6.
- 38.3.4 An arbitration shall be initiated by a reference to arbitration filed with the Board by any party to a dispute. The reference shall name the other party to the dispute, set out the nature of the dispute, a summary of the facts, describe the issue to be arbitrated, name an arbitrator from the Board and describe the relief sought.
- 38.3.5 Within 30 days of being notified by the Board of a reference to arbitration, the other party to the dispute shall file a reply responding to the reference, agreeing to the arbitrator named in the reference or naming its arbitrator from the Board and describing any relief sought.
- 38.3.6 The chairperson shall be a person agreed upon by the two arbitrators named under Sections 38.3.4 and 38.3.5, except that, failing agreement, the chairperson shall be appointed by a judge pursuant to the territorial *Arbitration Act*, and in such case the judge may appoint any person as a chairperson as the judge thinks fit, whether the person is a member of the Board or not.
- 38.3.7 The arbitration panel may, on application, allow any person to participate in an arbitration as an intervenor, if in the arbitration panel's opinion the interest of that person may be affected by the arbitration, and on such terms as the arbitration panel in its discretion may order.
- 38.3.8 The arbitration panel shall have jurisdiction to determine all questions of fact, and to make an award, including interim relief, payment of interest, and costs; but no costs shall be awarded against the DIO in any arbitration within Section 38.2.1 where the arbitration panel upholds the decision of the DIO.
- 38.3.9 If an arbitration panel makes no decision as to costs, each party to an arbitration shall bear its own costs and its proportionate share of the other costs of the arbitration, including the remuneration and expenses of the arbitration panel.
- 38.3.10 Notwithstanding Section 38.3.9, the parties to an arbitration shall not bear the costs of the arbitration panel in any expropriation proceeding where such costs are normally paid by Government.

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- 38.3.11 In the absence of a majority decision, the decision of the chairperson shall prevail.
- 38.3.12 The decision of the arbitration panel is final and binding and is not subject to appeal, but the decision may be reviewed by the superior court having jurisdiction in the Nunavut Settlement Area for a failure to observe the principles of natural justice or otherwise acting beyond or refusing to exercise its jurisdiction.
- 38.3.13 The territorial *Arbitration Act*, shall apply to any arbitration to the extent that it is not inconsistent with these provisions.
- 38.3.14 The Board shall maintain a public record of the arbitration decisions of the arbitration panels.
- 38.3.15 Where a party to an arbitration has failed to comply with any of the terms of the decision of an arbitration panel, any party to the arbitration may file in the office of the Registrar of the superior court having jurisdiction in the Nunavut Settlement Area, a copy of the decision, exclusive of the reason therefore, in the prescribed form, whereupon the decision shall be entered in the same way as a judgement or order of that court and is enforceable as such.
- 38.3.16 A party to an arbitration may request from a court, either before or during arbitral proceedings, an interim measure of protection and a court may grant such a measure.
- 38.3.17 Unless otherwise specified in a decision of the arbitration panel, the effective date of the decision of the arbitration panel is the date on which the decision is released.
- 38.3.18 Except in respect of disputes arbitrated under these provisions, nothing in these provisions affects the jurisdiction of any court.

#### **PART 4: TRANSITIONAL**

- 38.4.1 Until the Board is established, the territorial *Arbitration Act*, applies to any arbitration described in Section 38.2.1.

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# ARTICLE 39

## INUIT ORGANIZATIONS

### PART 1: GENERAL

- 39.1.1 This Article applies to the Tungavik and to every Organization in respect of a power, function or authority assigned to it by the Agreement or under Section 39.1.3.
- 39.1.2 Inuit shall maintain the Tungavik and ensure it operates in accordance with this Article.
- 39.1.3 The Tungavik may, on such terms and conditions as it deems appropriate, designate an Organization as responsible for any power, function or authority of a DIO under the Agreement, where that Organization has the capability to undertake that power, function or authority.
- 39.1.4 The Tungavik may revoke a designation under Section 39.1.3 at any time.
- 39.1.5 The Tungavik shall establish a public record of all Organizations designated under Section 39.1.3 and of all jointly designated organizations exercising powers of a DIO in accordance with Section 40.2.12, which record shall specify the powers, functions or authorities under the Agreement for which each one has been designated, and shall keep the record up to date.
- 39.1.6 The Tungavik and every Organization shall be constituted and operate with accountability to, and democratic control by Inuit.
- 39.1.7 The Tungavik and every Organization shall be subject to laws of general application except as otherwise provided for in the Agreement.
- 39.1.8 In addition to any power, function or authority for which an Organization is designated under Section 39.1.3, the Organization may exercise any other powers, functions or authorities granted to it by some other means.
- 39.1.9 Government is not liable to Inuit for any damage or loss suffered by Inuit as a consequence of any act or omission of or by the Tungavik or an Organization in exercising or failing to exercise a power, function or authority acquired under the Agreement.
- 39.1.10 Without limiting the rights of an Inuk in relation to the Tungavik or an Organization, every power, function or authority exercised by the Tungavik or an Organization under the Agreement shall be deemed to be exercised on behalf of and for the benefit of Inuit.

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39.1.11 Inuit shall not be liable as principal of the Tungavik or an Organization in respect of any power, function or authority exercised by it under the Agreement solely because that power, function or authority is deemed to be exercised on behalf of and for the benefit of Inuit.

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## ARTICLE 40

### OTHER ABORIGINAL PEOPLES

#### PART 1: GENERAL

- 40.1.1 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 other than Inuit.
- 40.1.2 For greater certainty, and without limiting Section 40.1.1, nothing in the Agreement, or in any legislation ratifying or implementing its terms, shall:
- (a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights under the *Constitution Act, 1982* for any aboriginal peoples other than Inuit; or
  - (b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with, any aboriginal or treaty rights under the *Constitution Act, 1982* for any aboriginal peoples other than Inuit.
- 40.1.3 Nothing in the Agreement shall limit the negotiation of agreements between Inuit and any other aboriginal peoples respecting overlapping interests or claims, except that the provisions of such agreements shall not be binding on Government or any person other than Inuit and those aboriginal peoples without the consent of Government.

#### PART 2: INUIT OF NORTHERN QUEBEC

##### *General Provisions*

- 40.2.1 The objects of this Part are as follows:
- (a) to provide for the continuation of harvesting by each Group in areas traditionally used and occupied by it, regardless of land claims agreement boundaries;
  - (b) to identify areas of equal use and occupancy between the Two Groups and with respect to such areas, to provide for:
    - (i) joint ownership of lands by the Two Groups;
    - (ii) sharing of wildlife and certain other benefits by the Two Groups;
    - (iii) participation by the Two Groups in regimes for wildlife management, land use planning, impact assessment and water management in such areas; and

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(c) to promote cooperation and good relations between the Two Groups and among the Two Groups and Government.

***Definitions and Interpretations***

40.2.2 In this Part:

"Areas of Equal Use and Occupancy" means those areas described in Schedule 40-1 and shown for general information purposes only on the map appended thereto;

"Group" means the Inuit of Nunavut or the Inuit of Northern Quebec and "the Two Groups" means both;

"Inuit of Northern Quebec" means Inuit as defined in the James Bay and Northern Quebec Agreement;

"Inuit of Nunavut" means Inuit as defined in Section 1.1.1;

"Makivik" means the Corporation representing the Inuit of Northern Quebec and created by virtue of *An Act Respecting the Makivik Corporation*, S.Q. 1978, c. 91; R.S.Q. c. S-18.1;

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

"Northern Quebec Inuit Offshore Land Claims Agreement" means any land claims agreement between the Northern Quebec Inuit and the Crown dealing with islands and marine areas outside Quebec;

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

"wildlife" has the same meaning as in Section 1.1.1 but does not include reindeer.

40.2.3 The Schedules and maps attached to this Article form an integral part of it.

***Wildlife Harvesting***

40.2.4 Subject to Sections 40.2.5 and 40.2.6, the Inuit of Northern Quebec have the same rights respecting the harvesting of wildlife in the marine areas and islands of the Nunavut Settlement Area traditionally used and occupied by them as the Inuit of Nunavut under Article 5 except they do not have the rights under Parts 2, 4 and 5, Sections 5.6.18 and 5.6.39, Part 8 and Sections 5.9.2 and 5.9.3.

40.2.5 The basic needs level for the Inuit of Northern Quebec shall be determined on the basis of available information. Where the basic needs levels of the Two Groups exceeds the total allowable harvest, the total allowable harvest shall be allocated

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between the Two Groups so as to reflect the ratio of their basic needs levels.

40.2.6 Makivik shall exercise the power of an HTO or RWO on behalf of the Inuit of Northern Quebec.

40.2.7 The Inuit of Nunavut may harvest wildlife in marine areas and islands between the Nunavut Settlement Area and Quebec traditionally used and occupied by them on a basis equivalent to the Inuit of Northern Quebec.

***Areas of Equal Use and Occupancy: Land Ownership***

40.2.8 Upon ratification of the Agreement, those lands described in Schedule 40-2, shall vest in the form indicated on the Maps referred to in that Schedule, in the DIO on behalf of and for the benefit of the Inuit of Nunavut and in Makivik on behalf of and for the benefit of the Inuit of Northern Quebec, as joint tenants and not as tenants in common.

40.2.9 All provisions of the Agreement applying to Inuit Owned Lands except Part 3 of Article 19 but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in Section 40.2.8. Any power of a DIO under the Agreement in respect of Inuit Owned Lands in the Area of Equal Use and Occupancy shall be exercised and enjoyed jointly by the DIO and Makivik in respect of those jointly owned lands.

40.2.10 With respect to the lands described in Schedule 40-2 and notwithstanding any other rule or process provided by statute, at law or in equity, neither Group shall:

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

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

40.2.11 No act or inaction by either of the Two Groups in relation to Section 40.2.10 shall impose any liability on Government.

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***Areas of Equal Use and Occupancy: Other Benefits***

- 40.2.12 Notwithstanding Section 40.2.4 and subject to Section 40.2.13, in the Areas of Equal Use and Occupancy, the rights of the Inuit of Nunavut pursuant to Section 5.6.39 and Part 8 of Article 5 and to Articles 8, 9, 26, 33, 34 shall apply equally to the Inuit of Northern Quebec and the functions of a DIO pursuant to those Articles shall be exercised by an organization jointly designated by the Tungavik and Makivik to exercise those functions or, in the absence of such designation, by the DIO.
- 40.2.13 Section 40.2.12 does not apply to the rights of the Inuit of Nunavut under Section 5.8.9 in relation to the eiderdown venture conducted by Sanniit Co-operative Limited.

***Areas of Equal Use and Occupancy: Management***

- 40.2.14 Notwithstanding Section 40.2.4, in the period after the Agreement is ratified and before a Northern Quebec Inuit Offshore Land Claims Agreement is ratified, Makivik, on behalf of the Inuit of Northern Quebec, shall appoint to the NWMB and shall nominate to each of the NPC, NIRB and the NWB, members equal to one half of those appointed or nominated by the DIO, which members shall be appointed in the same manner as members nominated by the DIO. Any member so appointed shall replace an equal number of members appointed or nominated by the DIO for decisions of the NWMB, NPC, NIRB and NWB that apply to activities that take place in the Areas of Equal Use and Occupancy, but shall not otherwise be considered to be or act as a member of those institutions.
- 40.2.15 In association with the conclusion of a Northern Quebec Inuit Offshore Land Claim Agreement, Government, the Inuit of Nunavut and the Inuit of Northern Quebec shall decide on appropriate permanent wildlife and land and water management regimes for the Areas of Equal Use and Occupancy.
- 40.2.16 The NWMB, NPC, NIRB and NWB, in performing their functions in relation to islands and marine areas of the Nunavut Settlement Area traditionally used and occupied by the Inuit of Northern Quebec shall allow full standing to Makivik to make representations respecting the interests of the Inuit of Northern Quebec and shall take those representations into account.

***Mutual Protection of Rights and Interests, between the Two Groups***

- 40.2.17 Each Group shall exercise its rights with respect to harvesting and resource management, including rights derived from this Agreement, the Northern Quebec Inuit Offshore Land Claims Agreement and the James Bay and Northern Quebec Agreement, in a manner consistent with the rights and interests of the other Group.
- 40.2.18 In exercising rights with respect to harvesting and resource management which may affect the other Group, each Group shall be guided by the principles of conservation and the importance of effective environmental protection and, accordingly, shall pursue the application of appropriate management techniques

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aimed at the rational and sustainable use of resources.

- 40.2.19 Each Group shall consult with the other with respect to all issues concerning all aspects of harvesting or resource management over which the Group has control or influence and which may affect the other Group. The obligation to consult shall include the obligation to give timely written notice and to facilitate in the making of adequate written representations.
- 40.2.20 In the period after the Agreement is ratified and before the Northern Quebec Inuit Offshore Land Claims Agreement is ratified, to the extent they have the authority, the Inuit of Northern Quebec shall permit the Inuit of Nunavut to appoint or nominate an equal number of members to any resource management institution or panel, to which the Inuit of Northern Quebec may appoint or nominate members, when that institution or panel is making a decision that may affect the rights or interests of the Inuit of Nunavut in the Areas of Equal Use or Occupancy.
- 40.2.21 Notwithstanding Section 31.1.1, the Two Groups shall share equally any revenues obtained by either Group resulting from any right to a share of resource royalties in the Areas of Equal Use and Occupancy pursuant to a land claim agreement.
- 40.2.22 If any lands, additional to those described in Schedule 40-2, are acquired by the Inuit of Northern Quebec in the Areas of Equal Use and Occupancy under the Northern Quebec Inuit Offshore Land Claims Agreement, the Inuit of Northern Quebec will acquire title thereto as joint tenants and not as tenants in common with the Inuit of Nunavut.
- 40.2.23 Nothing in Section 40.2.22 constitutes an admission or commitment by Government to negotiate additional Inuit ownership of lands in the Areas of Equal Use and Occupancy.
- 40.2.24 Sections 40.2.17 to 40.2.21 express arrangements between the Two Groups and neither these Sections nor any act or inaction by either of those groups or of their members in relation to these Sections shall impose any liability or obligation on Government or any other person or affect any power or right of Government or any other person.

***Status and Security of Rights***

- 40.2.25 In addition to any person or body that is recognized by laws of general application as having standing, a DIO on behalf of the Inuit of the Nunavut Settlement Area and Makivik on behalf of the Inuit of Northern Quebec shall have standing before an appropriate court or other body to enforce this Part against the Crown or any person.
- 40.2.26 Notwithstanding Section 2.13.1, this Part shall not be amended without the prior written consent of Makivik.
- 40.2.27 In the event of conflict or inconsistency between the Sections of this Part other than Sections 40.2.17 to 40.2.20, and any other provisions of the Agreement, the

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Sections of this Part other than Sections 40.2.17 to 40.2.20 shall prevail.

40.2.28 The Government of Canada will not include any provisions in the Northern Quebec Offshore Land Claims Agreement contrary to this Part.

### **PART 3: OTHER ABORIGINAL PEOPLES - NORTHWEST TERRITORIES**

40.3.1 In this Part:

"Northwest Territories" means the Northwest Territories as defined in the *Northwest Territories Act* R.S.C. 1985 c. N-27;

"wildlife" has the same meaning as in Section 1.1.1 but does not include bowhead whales.

40.3.2 Subject to the provisions of any agreement between Inuit and another aboriginal people of the Northwest Territories, Inuit may harvest wildlife in any area of the Northwest Territories west of the Nunavut Settlement Area which Inuit have traditionally used and continue to use for that purpose:

(a) in an area where there is a treaty or land claim agreement, on a basis equivalent to the other aboriginal people of the Northwest Territories which is party to that treaty or land claim agreement, or

(b) in an area where there is no treaty or land claim agreement, on a basis equivalent to any other aboriginal people of the Northwest Territories using that area.

40.3.3 Notwithstanding any provision of Article 5, members of an aboriginal people of the Northwest Territories other than Inuit may harvest wildlife within areas of the Nunavut Settlement Area which that aboriginal people has traditionally used and continue to use for that purpose, on a basis equivalent to Inuit under Article 5, subject to the provisions of any agreement between Inuit and that aboriginal people. Where a total allowable harvest is established for a species that is harvested by Inuit and another aboriginal people of the Northwest Territories, the NWMB shall allocate a basic needs level for that other aboriginal people, separate from any basic needs level for Inuit, based on available evidence of that other aboriginal people's harvesting of that species inside the Nunavut Settlement Area. Where the basic needs levels for Inuit and another aboriginal people of the Northwest Territories exceed the total allowable harvest, the total allowable harvest shall be allocated between Inuit and that other aboriginal people so as to reflect the ratio of their basic needs levels.

### **PART 4: DENESULINE INDIAN BANDS: NORTHERN MANITOBA**

40.4.1 In this Part, "Bands" means the Fort Churchill Indian Band and the Northlands Indian Band.

40.4.2 Notwithstanding any provision of Article 5, the members of the Bands may harvest

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wildlife for personal, family or community consumption and may trap wildlife within areas of the Nunavut Settlement Area which they have traditionally used and continue to use for those purposes, on a basis equivalent to Inuit under Article 5. Where a total allowable harvest is established for a species that is harvested by members of the Bands and Inuit, the NWMB shall allocate a basic needs level for the Bands, separate from any basic needs level for Inuit, based on available evidence of the Bands' harvesting of that species inside the Nunavut Settlement Area, taking into account the Bands' harvesting of that species outside the Nunavut Settlement Area. Where the basic needs levels for Inuit and the Bands exceed the total allowable harvest, the total allowable harvest shall be allocated between Inuit and the Bands so as to reflect the ratio of their basic needs levels.

- 40.4.3 For the purpose of exercising the rights under Section 40.4.2 within areas of the Nunavut Settlement Area which they have traditionally used and continued to use, members of the Bands shall have the same access to lands, including Inuit Owned Lands, as do Inuit.
- 40.4.4 Notwithstanding Sections 40.4.2 and 40.4.3, the NWMB may establish limits and regulations governing wildlife harvesting by members of the Northlands and Fort Churchill Bands within the Nunavut Settlement Area commensurate with any limits and regulations governing wildlife harvesting by Inuit in areas which Inuit have traditionally used and continue to use for wildlife harvesting in northern Manitoba.
- 40.4.5 The NWMB shall consult with the Councils of the Bands on decisions of the NWMB of direct concern to those Bands and to determine how fairly to give effect to Sections 40.4.2 and 40.4.4.
- 40.4.6 The NWMB shall work cooperatively with any interjurisdictional management institutions for protecting and conserving caribou herds or other species which are harvested by members of a Band and Inuit.
- 40.4.7 Notwithstanding Part 8 of Article 5, an application from a member of a Band to establish or carry out any facility or venture described in Part 8 of Article 5 in an area that has been traditionally used and continues to be used by members of that Band shall not be subject to a right of first refusal by Inuit. Any such application shall be subject to laws of general application.
- 40.4.8 The NPC, NIRB and the NWB, in performing their review functions, shall allow full standing to the Councils of the Bands to make representations respecting their interests in areas they have traditionally used and continue to use, and shall take those representations into account.
- 40.4.9 Part 7 of Article 33 shall not apply in respect of Denesuline archaeological specimens.

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- 40.4.10 In the event that there is any cabin of a member of a Band on Inuit Owned Land and that cabin existed on January 1, 1992, members of the Band may continue to use and occupy that cabin and the DIO shall, upon request of the Band Council accompanied by adequate evidence, relinquish to the Crown title to the site of the cabin. The obligation to relinquish title to the Crown shall not apply to any request made more than 2 years after the date of ratification. In the event of disagreement between the DIO and a Band Council regarding any matter concerning this section, either party may require the disagreement to be resolved pursuant to the territorial *Arbitration Act*. For greater certainty, the relinquishment to the Crown shall not have the effect of making the lands reserves within the meaning of the *Indian Act*.

#### **PART 5: DENESULINE INDIAN BANDS: NORTHERN SASKATCHEWAN**

- 40.5.1 In this Part, "Bands" means the Black Lake Indian Band, The Hatchet Lake Indian Band and the Fond du Lac Indian Band.
- 40.5.2 Notwithstanding any provision of Article 5, the members of the Bands may harvest wildlife for personal, family or community consumption and may trap wildlife within areas of the Nunavut Settlement Area which they have traditionally used and continue to use for those purposes, on a basis equivalent to Inuit under Article 5. Where a total allowable harvest is established for a species that is harvested by members of the Bands and Inuit, the NWMB shall allocate a basic needs level for the Bands, separate from any basic needs level for Inuit, based on available evidence of the Bands' harvesting of that species inside the Nunavut Settlement Area, taking into account the Bands' harvesting of that species outside the Nunavut Settlement Area. Where the basic needs levels for Inuit and the Bands exceed the total allowable harvest, the total allowable harvest shall be allocated between Inuit and the Bands so as to reflect the ratio of their basic needs levels.
- 40.5.3 For the purpose of exercising the rights under Section 40.5.2 within areas of the Nunavut Settlement Area which they have traditionally used and continued to use, members of the Bands shall have the same access to lands, including Inuit Owned Lands, as do Inuit.
- 40.5.4 The NWMB shall consult with the Councils of the Bands on decisions of the NWMB of direct concern to those Bands and to determine how fairly to give effect to Section 40.5.2.
- 40.5.5 The NWMB shall work cooperatively with any interjurisdictional management institutions for protecting and conserving caribou herds or other species which are harvested by members of a Band and Inuit.
- 40.5.6 Notwithstanding Part 8 of Article 5, an application from a member of a Band to establish or carry out any facility or venture described in Part 8 of Article 5 in an area that has been traditionally used and continues to be used by members of that Band shall not be subject to a right of first refusal by Inuit. Any such application shall be subject to laws of general application.
- 40.5.7 The NPC, NIRB and the NWB, in performing their review functions, shall allow

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full standing to the Councils of the Bands to make representations respecting their interests in areas they have traditionally used and continue to use, and shall take those representations into account.

40.5.8 Part 7 of Article 33 shall not apply in respect of Denesuline archaeological specimens.

40.5.9 In the event that there is any cabin of a member of a Band on Inuit Owned Land and that cabin existed on January 1, 1992, members of the Band may continue to use and occupy that cabin and the DIO shall, upon request of the Band Council accompanied by adequate evidence, relinquish to the Crown title to the site of the cabin. The obligation to relinquish title to the Crown shall not apply to any request made more than 2 years after the date of ratification. In the event of disagreement between the DIO and a Band Council regarding any matter concerning this section, either party may require the disagreement to be resolved pursuant to the territorial *Arbitration Act*. For greater certainty, the relinquishment to the Crown shall not have the effect of making the lands reserves within the meaning of the *Indian Act*.

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## **SCHEDULE 40-1**

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

(Section 40.2.2)

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

- The line shall commence at the intersection of 63E25'N and 76E10'W;
- then it shall proceed generally south and west in a straight line to the intersection of 63E12'N and 77E00'W;
- then generally west and south in a straight line to the intersection of 63E00'N and 77E40'W;
- then generally north and west in a straight line to the intersection of 63E03'N and 78E25'W;
- then generally north and west in a straight line to the intersection of 63E30'N and 78E47'W;
- then generally north and east in a straight line to the intersection of 63E52'N and 77E15'W;
- then generally south and east in a straight line to the intersection of 63E25'N and 76E10'W.

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

- The line shall commence at the intersection of 56E22'N and 77E25'W;
- then it shall proceed generally west and south in a straight line to the intersection of 56E07'N and 78E10'W;
- then shall proceed northerly in a straight line to the intersection of 56E45'N and 78E15'W;
- then shall proceed generally west and north in a straight line to the intersection of 57E00'N and 78E40'W;
- then shall proceed generally west and north in a straight line to the intersection of 57E15'N and 80E00'W;
- then northerly in a straight line to 58E00'N and 79E45'W;
- then generally east and south in a straight line to the intersection of 57E40'N and 78E00'W;

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- then generally east and south in a straight line to the intersection of 57E00'N and 77E25'W;
- then southerly in a straight line to the intersection of 56E22'N and 77E25'W.

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## SCHEDULE 40-1

### APPENDIX: MAP OF AREAS OF EQUAL USE AND OCCUPANCY (for general information purposes only)



A AREA OF EQUAL USE AND OCCUPANCY IN HUDSON STRAIT

B AREA OF EQUAL USE AND OCCUPANCY IN HUDSON BAY

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## **SCHEDULE 40-2**

### **DESCRIPTION OF JOINTLY OWNED LANDS INUIT OF NUNAVUT AND INUIT OF NORTHERN QUEBEC**

(Sections 40.2.8, 40.2.10, 40.2.22)

Parcels shown as jointly owned lands on the maps titled *Jointly Owned Lands, Inuit of Nunavut and Inuit of Northern Quebec, Ownership Map* in the series Nos. 1 to 4 that were jointly delivered by the Parties to the registrar on the 15th day of April, 1993.

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## ARTICLE 41

### CONTWOYTO LAKE LANDS

#### PART 1: GENERAL

- 41.1.1 Upon ratification of the Agreement, Government shall grant to the DIO fee simple title, including the mines and minerals that may be found to exist within, upon or under such lands, to the parcels of lands described in Schedule 41-1.
- 41.1.2 The lands referred to in Section 41.1.1 shall not have the status of Inuit Owned Lands.
- 41.1.3 Where the lands referred to in Section 41.1.1 are, immediately before the date of vesting of the lands in the DIO, subject to a right in minerals, other than specified substances, that:
- (a) is not a prospecting licence;
  - (b) was granted under the Territorial Lands Act or the Public Lands Grants Act; and
  - (c) was at June 12, 1992, enforceable against the Crown,
- that right shall continue in accordance with its terms and conditions, including rights under the Territorial Lands Act or the Public Lands Grants Act in force at that date or under any successor legislation applicable to similar interests in Crown lands.
- 41.1.4 Any provision of successor legislation referred to in Section 41.1.3 that would have the effect of diminishing the rights of the DIO shall only apply with the consent of the DIO.
- 41.1.5 Sections 21.7.3 to 21.7.7 shall apply to the rights continued by Section 41.1.3 as if they were third party interests referred to in Section 21.7.2.
- 41.1.6 Sections 19.8.17 to 19.8.19 shall apply to the lands referred to in Section 41.1.1 as if those lands were Inuit Owned Lands.
- 41.1.7 The DIO shall receive from government whatever consideration is paid or payable to Government by the holder of a right continued by Section 41.1.3 for the use or exploitation of the minerals other than specified substances in respect of any period following the date of vesting.

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41.1.8 Article 26 shall apply to a project involving the development or exploitation of but not exploration for the minerals other than specified substances on the lands referred to in Section 41.1.1, as if the project were a Major Development Project as defined in that Article, except that the benefits shall be related to the nature and scale of that portion of the project located on those lands and to the production from those lands relative to project production from other associated lands.

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## **SCHEDULE 41-1**

### **DESCRIPTION OF PARCELS**

(Section 41.1.1)

The following parcels of land as shown on National Topographic Series Map 76E on file at the office of the Regional Manager, Land Resources Division of the Department of Indian Affairs and Northern Development at Yellowknife, which map is entitled "Inuit Fee Simple Lands at Contwoyto Lake" and signed on the 21st day of August 1992 by the Parties:

- (a) parcel 01/76E, on the west side of Fry Inlet at Contwoyto Lake, containing 406 square kilometres (approximately 157 square miles), more or less;
- (b) parcel 02/76E, on the east side of Fry Inlet at Contwoyto Lake, containing 166 square kilometres (approximately 64 square miles), more or less.



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## **ARTICLE 42**

### **MANITOBA AND MARINE AREA EAST OF MANITOBA**

#### **PART 1: INUIT HARVESTING RIGHTS: MANITOBA**

- 42.1.1 Notwithstanding anything in the Agreement, Section 2.7.1 shall not apply in and to lands and waters in Manitoba.
- 42.1.2 Inuit shall not be entitled to seek or secure from the Government of Canada any consideration other than a definition of Inuit wildlife harvesting rights in Manitoba in exchange for any Inuit aboriginal claims, rights, titles and interests in and to the lands and waters in Manitoba.
- 42.1.3 Section 42.1.2 shall not limit any remedy Inuit may have in respect of any infringement of any aboriginal claims, rights, titles and interests in and to the lands and waters in Manitoba.

#### **PART 2: INUIT HARVESTING RIGHTS: MARINE AREA EAST OF MANITOBA**

- 42.2.1 In this Part, "marine area east of Manitoba" means the area of Hudson Bay bounded by the coast of Manitoba, the 60th parallel of latitude and a straight line running southerly, from the point at the 60th parallel of latitude 15 miles distant from the coast of Manitoba, to the east bank of the mouth of the Churchill River.
- 42.2.2 In the marine area east of Manitoba, Inuit designated by the Keewatin RWO shall have the right to harvest wildlife up to the level, taking into account Inuit harvesting of that species outside the marine area east of Manitoba, required to satisfy their personal, family or community consumption needs, subject only to restrictions or limitations imposed by management agencies necessary to:
- (a) effect a valid conservation purpose;
  - (b) provide for public health or safety, or humane methods of harvesting;
  - (c) implement those terms of an international agreement, as qualified by Section 5.9.1, that were in existence at the date of ratification of the Agreement;
  - (d) provide for harvesting by other aboriginal peoples pursuant to an aboriginal or treaty right and the reasonable harvesting activities of other harvesters, provided that the Inuit right to harvest a species:
    - (i) shall not be more severely limited or adversely regulated than is the

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case with any other aboriginal peoples harvesting the same species; and

(ii) shall take priority over harvesting of that species by non aboriginal users;

(e) provide reasonable limits on disturbance or depletion of any species important for tourism; or

(f) in relation to a Park or Conservation Area, implement the terms of an agreement between the Keewatin RWO and the management agency responsible for that Park or Conservation Area.

42.2.3 For greater certainty, any restriction or limitation referred to in Section 42.2.2 may be imposed as a result of a domestic interjurisdictional agreement.

42.2.4 Before imposing a restriction or limitation under Section 42.2.2, the management agency shall consult with the NWMB and the Keewatin RWO.

42.2.5 The Keewatin RWO shall cooperate with management agencies in monitoring harvesting pursuant to Section 42.2.2.

42.2.6 The Keewatin RWO, in making its designations pursuant to Section 42.2.2, shall take into account which Inuit have traditionally and currently harvested in the marine area east of Manitoba.

42.2.7 In making decisions for the purpose of Section 42.2.2 in Parks and Conservation areas, the management agency shall take into account the special purposes and policies relating to those areas.

42.2.8 The right to harvest referred to in Section 42.2.2 shall not be exercised so as to:

(a) impede the exercise of the rights of navigation; or

(b) interfere with any activity authorized by government to the extent the harvesting is incompatible with that activity, but this restriction on the right to harvest shall apply only as long as is necessary to permit that activity to be conducted.

42.2.9 The Keewatin RWO shall provide the Inuit designated by it with proof of such designation. Inuit may exercise the right to harvest under Section 42.2.2 with such proof without any form of licence or permit and without the imposition of any form of tax or fee.

42.2.10 Notwithstanding Section 42.2.9, Inuit designated under Section 42.2.2 may be required to have and use tags when harvesting certain species.

42.2.11 Inuit may employ any type, method or technology to harvest in the marine area east of Manitoba pursuant to Section 42.2.2 that does not conflict with any laws of general application established:

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- (a) for a valid conservation purpose;
- (b) to provide for humane killing of wildlife, public safety or firearms control; or
- (c) to avoid harmful alteration to the environment.

42.2.12 Notwithstanding anything else in the Agreement, an Inuk may be obliged by the appropriate agency of Government to supply any information regarding harvesting activities or harvesting-related activities in the marine area east of Manitoba that laws of general application would require harvesters other than Inuit to supply in comparable circumstances.

42.2.13 Any penalties imposed on Inuit with respect to harvesting in the marine area east of Manitoba in a manner contrary to the Agreement shall, as a general principle, be just and equitable, and shall not be more severe than those applicable to harvesters other than Inuit in comparable situations.


42.2.14 Nothing in this Part shall derogate from rights provided by Section 15.3.7.

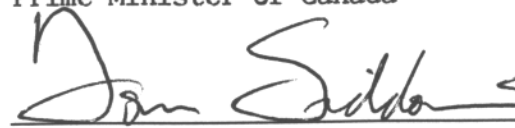
)


## SIGNATURES

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

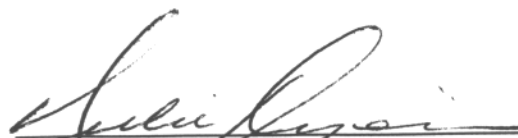
**On behalf of the Government  
of Canada**

  
The Right Honourable Brian Mulroney  
Prime Minister of Canada


  
The Honourable Thomas E. Siddon  
Minister of Indian Affairs and  
Northern Development

  
W.T. Molloy  
Chief Federal Negotiator

**On behalf of the Government  
of the Northwest Territories**


  
The Honourable Nellie Cournoyea  
Government Leader

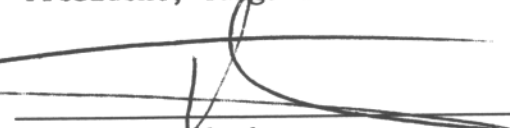
  
The Honourable Titus Alooloo  
Minister of Renewable Resources


  
Ross McKinnon  
Senior Negotiator

**FOR THE INUIT OF THE  
NUNAVUT SETTLEMENT  
AREA**

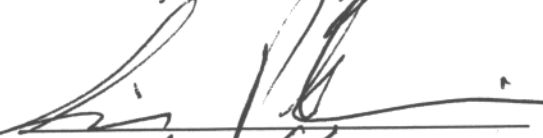
**On behalf of the Tungavik  
Federation of Nunavut**

  
Paul Quassa  
President, Tungavik

  
James Eetoook  
President, TFN

  
Jack Kupeuna  
Vice President, TFN

  
Mark Evaluardjuk  
Secretary Treasurer, TFN

  
Louis Pitakapsi  
TFN Board Member

  
Pauloosie Keyootak  
TFN Board Member

  
Joe Allen Evyagotailak  
TFN Board Member

Signed in Iqaluit, Northwest Territories, on the 25 day of May, 1993.

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## SIGNATURES

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

**On behalf of the Government  
of Canada**

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**On behalf of the Government  
of the Northwest Territories**

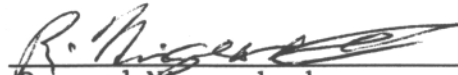
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**FOR THE INUIT OF THE  
NUNAVUT SETTLEMENT  
AREA**

**On behalf of the Tungavik  
Federation of Nunavut**

  
Raymond Ningeocheak  
Second Vice President, Tungavik

  
Bernadette Makpah  
Secretary Treasurer, Tungavik

  
Lazarus Arreak  
Witness

  
Leena Evic-Twerdin  
Witness

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Signed in Iqaluit , Northwest Territories, on the 25 day of May, 1993.