

Nunavik Inuit Land Claims Agreement Act

Overview

News Release, Background and FAQ

Bill and Clause-by-Clause Analysis

Issue Papers

Reference Materials

February, 2007

E100
.A32
N856
2007
c. 1

Nunavik Inuit Land Claims Agreement Act



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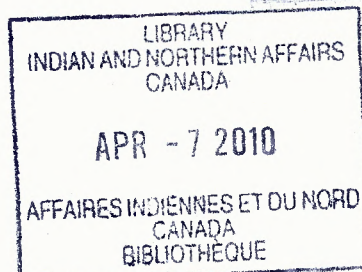
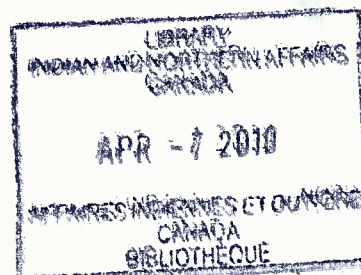
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February, 2007

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OVERVIEW

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BACKGROUND

The purpose of the proposed *Nunavik Inuit Land Claims Agreement Act* is to give effect to the Nunavik Inuit Land Claims Agreement, signed by the Nunavik Inuit, the Government of Canada and the Government of Nunavut as part of the federal team on December 1, 2006 in Kuujuaq, Québec.

The signing of the Nunavik Inuit Land Claims Agreement was the first of two steps in Canada's ratification process. The proposed Act is the second and final step in the federal ratification process.

WHAT THE LEGISLATION DOES

The *Nunavik Inuit Land Claims Agreement Act* is intended to give effect and force of law to the Nunavik Inuit Land Claims Agreement.

The Bill includes a preamble, and provides for the Governor in Council to make any necessary regulations to implement the Agreement. The Bill also makes related and consequential amendments to other federal acts.

CONSEQUENTIAL AMENDMENTS TO OTHER ACTS

The proposed *Nunavik Inuit Land Claims Agreement Act* provides for amendments to the *Canada National Parks Act*.

Backgrounder, News Release and Frequently Asked Questions

Have been developed and are in the approval process

SUMMARY

This enactment gives effect to the Nunavik Inuit Land Claims Agreement. It also includes a consequential amendment to an Act.

SOMMAIRE

Le texte met en vigueur l'accord sur les revendications territoriales des Inuits du Nunavik. De plus, il modifie une loi en conséquence.

1st Session, 39th Parliament,
55 Elizabeth II, 2006

1^{re} session, 39^e législature,
55 Elizabeth II, 2006

HOUSE OF COMMONS OF CANADA

CHAMBRE DES COMMUNES DU CANADA

BILL C-

PROJET DE LOI C-

An Act to give effect to the Nunavik Inuit Land Claims Agreement and to make a consequential amendment to another Act

Loi portant mise en vigueur de l'accord sur les revendications territoriales des Inuits du Nunavik et modifiant une loi en conséquence

Preamble

WHEREAS the Nunavik Inuit assert aboriginal rights, title, interests and jurisdiction in and to the Nunavik Inuit Settlement Area as defined in the Agreement;

WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;

WHEREAS the Nunavik Inuit, as represented by Makivik, and the Government of Canada have negotiated the Agreement;

WHEREAS the Nunavik Inuit, by a vote held from October 16 to 20, 2006, approved the Agreement;

WHEREAS the Agreement was signed on behalf of the Nunavik Inuit and Her Majesty the Queen in right of Canada on December 1, 2006;

AND WHEREAS the Agreement requires that legislation be enacted by the Parliament of Canada in order for the Agreement to be ratified;

Préambule

Attendu :

que les Inuits du Nunavik revendiquent des droits, titre, intérêts et compétences ancestraux à l'égard de la région visée par le règlement des revendications territoriales et délimitée dans l'accord;

que la *Loi constitutionnelle de 1982* reconnaît et confirme les droits existants — ancestraux ou issus de traités — des peuples autochtones du Canada;

que les Inuits du Nunavik, représentés par Makivik, et le gouvernement du Canada ont négocié l'accord;

que les Inuits du Nunavik ont approuvé l'accord par un vote tenu du 16 au 20 octobre 2006;

que l'accord a été signé le 1^{er} décembre 2006 pour le compte des Inuits du Nunavik et de Sa Majesté la Reine du chef du Canada;

que l'accord stipule que sa ratification est subordonnée à l'adoption d'une loi par le Parlement du Canada,

NOW, THEREFORE, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

SHORT TITLE

Short title

1. This Act may be cited as the *Nunavik Inuit Land Claims Agreement Act*.

TITRE ABRÉGÉ

Titre abrégé

1. *Loi concernant l'accord sur les revendications territoriales des Inuits du Nunavik.*

INTERPRETATION

Definitions

2. The following definitions apply in this Act.

DÉFINITIONS ET INTERPRÉTATION

Définitions

2. Les définitions qui suivent s'appliquent à la présente loi.

“Agreement”
« accord »

“Agreement” means the land claims agreement between the Nunavik Inuit and Her Majesty the Queen in right of Canada signed on December 1, 2006, including any amendments made to it.

« accord » L'accord sur les revendications territoriales conclu entre les Inuits du Nunavik et Sa Majesté la Reine du chef du Canada et signé le 1^{er} décembre 2006, avec ses modifications éventuelles.

« accord »
“Agreement”

“Makivik”
« Makivik »

“Makivik” means the corporation established by *An Act respecting the Makivik Corporation*, R.S.Q., c. S-18.1, and representing the Inuit of northern Quebec.

« Makivik » La société constituée par la *Loi sur la Société Makivik*, L.R.Q., ch. S-18.1, et représentant les Inuits du Nord québécois.

« Makivik »
“Makivik”

Status of
Agreement

3. The Agreement is a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

3. L'accord constitue un traité au sens de l'article 35 de la *Loi constitutionnelle de 1982*.

Statut de
l'accord

HER MAJESTY

Act binding on
Her Majesty

4. This Act is binding on Her Majesty in right of Canada or a province so as to give effect to the Agreement in accordance with its terms.

SA MAJESTÉ

Obligation de
Sa Majesté

4. La présente loi lie Sa Majesté du chef du Canada et de toute province de manière à donner effet à l'accord conformément à ses dispositions.

AGREEMENT

Agreement
given effect

5. (1) The Agreement is approved, given effect and declared valid.

ACCORD

Entérinement
de l'accord

5. (1) L'accord est approuvé, mis en vigueur et déclaré valide.

Rights and
obligations

(2) For greater certainty, any person or body has the powers, rights, privileges and benefits conferred on the person or body by the Agreement and shall perform the duties, and is subject to the liabilities, imposed on the person or body by the Agreement.

Droits et
obligations

(2) Il est entendu que les personnes et organismes visés par l'accord ont les droits, pouvoirs, privilèges et avantages qui leur sont conférés par lui et sont assujettis aux obligations et responsabilités qui y sont prévues.

Third parties	(3) The Agreement is binding on, and may be relied on by, all persons and bodies that are not parties to it.	(3) L'accord est opposable à toute personne et à tout organisme qui n'y sont pas parties et ceux-ci peuvent s'en prévaloir.	Opposabilité
Inconsistency with Agreement	6. (1) In the event of an inconsistency or a conflict between the Agreement and this Act or any law referred to in section 2.11 of the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.	6. (1) En cas d'incompatibilité, les dispositions de l'accord l'emportent sur celles de la présente loi, de même que sur toute autre règle de droit mentionnée à l'article 2.11 de l'accord.	Primauté de l'accord
Inconsistency with Act	(2) In the event of an inconsistency or a conflict between this Act and any other statute, this Act prevails to the extent of the inconsistency or conflict.	(2) En cas d'incompatibilité, les dispositions de la présente loi l'emportent sur celles de toute autre loi.	Primauté de la présente loi
Legal capacity	7. (1) For the purposes of carrying out their objectives, the Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board established by the Agreement each have the capacity, rights, powers and privileges of a natural person.	7. (1) Pour accomplir leur mission respective, le Conseil de gestion des ressources fauniques de la région marine du Nunavik, la Commission d'aménagement de la région marine du Nunavik et la Commission de la région marine du Nunavik chargée de l'examen des répercussions, constitués par l'accord, ont la capacité, les droits et les pouvoirs d'une personne physique.	Capacité
Not agents of Her Majesty	(2) The Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board are not agents of Her Majesty in right of Canada.	(2) Les organismes mentionnés au paragraphe (1) ne sont pas mandataires de Sa Majesté du chef du Canada.	Statut

APPROPRIATION

Payments out of C.R.F.	8. There shall be paid out of the Consolidated Revenue Fund any sums that are required to meet the monetary obligations of Her Majesty in right of Canada under Articles 5, 15, 16 and 23 of the Agreement.
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AFFECTATION DE FONDS

8. Sont prélevées sur le Trésor les sommes nécessaires pour satisfaire aux obligations pécuniaires contractées par Sa Majesté du chef du Canada au titre des chapitres 5, 15, 16 et 23 de l'accord.	Paiement sur le Trésor
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GENERAL

Judicial notice of Agreement	9. (1) Judicial notice shall be taken of the Agreement.
Publication of Agreement	(2) The Agreement shall be published by the Queen's Printer.

DISPOSITIONS GÉNÉRALES

9. (1) L'accord est admis d'office.	Admission d'office de l'accord
(2) L'imprimeur de la Reine publie le texte de l'accord.	Publication

Evidence	(3) A copy of the Agreement published by the Queen's Printer is evidence of the Agreement and of its contents, and a copy purporting to be published by the Queen's Printer is deemed to be so published, unless the contrary is shown.	(3) Tout exemplaire de l'accord publié par l'imprimeur de la Reine fait preuve de l'accord et de son contenu. L'exemplaire donné comme publié par l'imprimeur de la Reine est, sauf preuve contraire, réputé avoir été ainsi publié.	Preuve
Notice of issues arising	10. (1) If, in any judicial or administrative proceeding, an issue arises in respect of the interpretation or validity of the Agreement or the validity or applicability of this Act, the issue shall not be decided unless the party raising the issue has served notice on the Attorney General of Canada and Makivik.	10. (1) Il ne peut être statué sur aucune question soulevée dans une instance judiciaire ou administrative quant à l'interprétation ou la validité de l'accord ou quant à la validité ou l'applicabilité de la présente loi à moins qu'un préavis n'ait été signifié par la partie qui la soulève au procureur général du Canada et à Makivik.	Préavis
Content of notice	(2) The notice shall (a) describe the judicial or administrative proceeding in which the issue arises; (b) state whether the issue arises in respect of the interpretation or validity of the Agreement or the validity or applicability of this Act, or both; (c) state the day on which the issue is to be argued; (d) give particulars necessary to show the point to be argued; and (e) be served at least 14 days before the day of argument, unless the court or tribunal authorizes a shorter period.	(2) Le préavis précise la nature de l'instance, l'objet de la question en litige, la date prévue pour le débat sur la question et assez de détails pour que soit révélée l'argumentation. Il est signifié au moins quatorze jours avant la date prévue pour le débat ou dans le délai plus court fixé par la juridiction saisie.	Teneur et délai du préavis
Participation in proceedings	(3) In any judicial or administrative proceeding to which subsection (1) applies, the Attorney General of Canada and Makivik may appear and participate in the proceeding as parties with the same rights as any other party.	(3) Le procureur général du Canada et Makivik peuvent, dans le cadre de l'instance, comparaître, intervenir et exercer les mêmes droits que toute autre partie.	Intervention
Saving	(4) For greater certainty, subsections (2) and (3) do not require that an oral hearing be held if one is not otherwise required.	(4) Il est entendu que les paragraphes (2) et (3) n'ont pas pour effet d'imposer la tenue d'une audience si elle n'est pas par ailleurs nécessaire.	Précision

*Statutory
Instruments
Act*

11. An instrument made under the Agreement is not a statutory instrument for the purposes of the *Statutory Instruments Act*.

11. Les textes établis au titre de l'accord ne sont pas des textes réglementaires pour l'application de la *Loi sur les textes réglementaires*.

*Loi sur les
textes
réglementaires*Orders and
regulations

12. The Governor in Council may make any orders and regulations that are necessary for the purpose of carrying out any of the provisions of the Agreement.

12. Le gouverneur en conseil peut prendre les décrets et les règlements nécessaires à l'application de l'accord.

Décrets et
règlements

2000, c. 32

CONSEQUENTIAL AMENDMENTS TO THE CANADA NATIONAL PARKS ACT

MODIFICATIONS CORRÉLATIVES À LA LOI SUR LES PARCS NATIONAUX DU CANADA

2000, ch. 32

13. Part 10 of Schedule 1 to the *Canada National Parks Act* is amended by adding the following after the description of Gros Morne National Park of Canada:

13. La partie 10 de l'annexe 1 de la *Loi sur les parcs nationaux du Canada* est modifiée par adjonction, après la description du parc national du Gros-Morne du Canada, de ce qui suit :

(3) TORNGAT MOUNTAINS NATIONAL PARK OF CANADA

(3) PARC NATIONAL DES MONTS-TORNGAT DU CANADA

All that parcel of land in the Province of Newfoundland and Labrador shown on a descriptive map plan prepared by the Department of Natural Resources, dated November 15, 2004 and recorded in the Crown Lands Registry Office in St. John's, Newfoundland and Labrador, under number SP 367; a copy of the plan is attached as appendix D-1 to the Agreement, as defined in section 2 of the *Labrador Inuit Land Claims Agreement Act*; the parcel contains an area of approximately 9 700 square kilometres.

Toute la parcelle de terre située dans la province de Terre-Neuve-et-Labrador et figurant sur le plan cartographique descriptif établi par le ministère des Ressources naturelles en date du 18 janvier 2005, inscrit au Crown Lands Registry Office de St. John's (Terre-Neuve-et-Labrador), sous le numéro SP 372, et dont une copie est jointe comme appendice D-1 de l'Accord, au sens de l'article 2 de la *Loi sur l'Accord sur les revendications territoriales des Inuit du Labrador*. Cette parcelle couvre une superficie d'environ 9 700 kilomètres carrés.

2005, c. 27, s.
17

14. The description of Torngat Mountains National Park Reserve of Canada in Schedule 2 to the Act and the heading before it are repealed.

14. La description de la réserve à vocation de parc national des Monts-Torngat du Canada figurant à l'annexe 2 de la même loi et l'intertitre la précédant sont abrogés.

2005, ch. 27,
art. 17

COMING INTO FORCE

ENTRÉE EN VIGUEUR

Order in
council

**15. This Act comes into force on a day
to be fixed by order of the Governor in
Council.**

**15. La présente loi entre en vigueur à
la date fixée par décret.**

Décret

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Clause by Clause Analysis

February, 2007

1st Session, 39th Parliament,
55 Elizabeth II, 2006

HOUSE OF COMMONS OF CANADA

BILL C-

An Act to give effect to the Nunavik Inuit
Land Claims Agreement and to amend
another Act

Long Title

What the provision does

- Provides a title for this proposed Act.

Explanation

Self-explanatory

Preamble

WHEREAS the Nunavik Inuit assert aboriginal rights, title, interests and jurisdiction in and to the Nunavik Inuit Settlement Area as defined in the Agreement;

WHEREAS the *Constitution Act, 1982*, recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;

WHEREAS the Nunavik Inuit, as represented by Makivik, and the Government of Canada have negotiated the Agreement;

WHEREAS the Nunavik Inuit, by a vote held from October 16 to 20, 2006, approved the Agreement;

WHEREAS the Agreement was signed on behalf of the Nunavik Inuit and Her Majesty the Queen in right of Canada on December 1, 2006;

AND WHEREAS the Agreement requires that legislation be enacted by the Parliament of Canada in order for the Agreement to be ratified;

PREAMBLE

Preamble

What the provision does

The Preamble sets out that the Nunavik Inuit claim aboriginal rights in and to the Nunavik Inuit Settlement area as defined in the Agreement; states that the Constitution Act, 1982 recognizes and affirms existing aboriginal and treaty rights; states that the parties have negotiated the Nunavik Inuit Land Claims Agreement and states that the Agreement was approved by Nunavik Inuit through a ratification vote held during the period of October 16 to October 20, 2006; and states that the Agreement was signed by the parties and requires legislation to come into effect.

Explanation

The preamble sets out the context for the Act by noting that the Nunavik Inuit claim rights protected by the Constitution Act and that this claim was resolved through the Agreement which was ratified by the Inuit and signed by the parties and must be given effect by legislation in order to be ratified by Her Majesty the Queen in Right of Canada and to come into effect.

SHORT TITLE

Short title

1. This Act may be cited as the *Nunavik
Inuit Land Claims Agreement Act*.

SHORT TITLE

Clause 1

Short title

What the provision does

- Provides a short title for this proposed Act.

Explanation

Self-explanatory

INTERPRETATION

Definitions 2. The following definitions apply in this Act.

"Agreement"
« accord » "Agreement" means the land claims agreement between the Nunavik Inuit and Her Majesty the Queen in right of Canada signed on December 1, 2006, including any amendments made to it.

"Makivik"
« Makivik » "Makivik" means the corporation established by *An Act respecting the Makivik Corporation*, R.S.Q., c. S-18.1, and representing the Inuit of northern Quebec.

INTERPRETATION

Definitions of “Agreement” and “Makivik”

Clause 2	“Agreement”, “Makivik”
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Definition of “Agreement”

What the provision does

- Defines the term “Agreement” used in this proposed Act to mean the Nunavik Inuit Land Claims Agreement between the Nunavik Inuit and the Government of Canada, and the Government of Nunavut as part of the federal negotiating team, signed on December 1, 2006.

Explanation

Subsequent to this provision, the name of the Nunavik Inuit Land Claims Agreement would not need to be cited in its entirety throughout this proposed Act.

Definition of “Makivik”

What the provision does

- Defines the term “Makivik” used in this proposed Act to mean the corporation established by *An Act respecting the Makivik Corporation*, R.S.Q., c. 18.1, and representing the Inuit of northern Quebec.

Explanation

Subsequent to this provision, the name of the Makivik Corporation would not need to be cited in its entirety throughout this proposed Act.

Status of
Agreement

3. The Agreement is a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

HER MAJESTY

Act binding on
Her Majesty

4. This Act is binding on Her Majesty in right of Canada or a province so as to give effect to the Agreement in accordance with its terms.

INTERPRETATION (continued)

Clause 3

Status of Agreement

What the provision does

- Provides that the Nunavik Inuit Land Claims Agreement is a treaty and a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*.

Explanation

The rights of the Nunavik Inuit set out in the Nunavik Inuit Land Claims Agreement would receive the protection accorded to treaty rights by section 35 of the *Constitution Act, 1982*.

HER MAJESTY

Clause 4

Act binding on Her Majesty

What the provision does

- Provides that this proposed Act would be binding on Her Majesty in right of Canada or a province so as to give effect to the Agreement in accordance with its terms.

Explanation

There is a presumption set out in section 17 of the *Interpretation Act* that the Crown is not bound by enactments unless otherwise set out in the enactment. The Parties to the Agreement have agreed that the Agreement, and this statute which gives effect to the Agreement, shall be binding on the Crown. The provision gives effect to that commitment.

AGREEMENT

Agreement
given effect

5. (1) The Agreement is approved, given effect and declared valid.

Rights and
obligations

(2) For greater certainty, any person or body has the powers, rights, privileges and benefits conferred on the person or body by the Agreement and shall perform the duties, and is subject to the liabilities, imposed on the person or body by the Agreement.

AGREEMENT

Clause 5

Clause 5(1): Agreement given effect

What the provision does

- ▶ The purpose is to ratify and give effect to the Agreement.

Explanation

The Agreement provides that it has no legal effect until ratified and given effect by statute.

Clause 5(2): Rights and obligations

What the provision does

- ▶ Gives legal force and effect to any portion of the Nunavik Inuit Land Claims Agreement which provides that a person or body has powers or duties.

Explanation

This provision would make it clear that any person or body is able to exercise the powers, and shall perform the duties, and is subject to the liabilities, imposed on that person or body by the Nunavik Inuit Land Claims Agreement. For example, this would include members of the public, who are identified in the provisions of the Agreement respecting rights of access to Nunavik Inuit Lands (Part 12.2).

Third parties (3) The Agreement is binding on, and
may be relied on by, all persons and bodies
that are not parties to it.

AGREEMENT (continued)

Clause 5

Clause 5(3): Third parties

What the provision does

- Provides that the Nunavik Inuit Land Claims Agreement is enforceable in court by and against all persons and bodies that are not parties to it.

Explanation

Normally persons who are not party to an agreement are not bound by it and may not rely on it. This provision would make it clear that the Nunavik Inuit Land Claims Agreement is binding on and may be relied on by those persons or bodies to which the Agreement applies even if they are not parties to the Agreement.

Inconsistency
with
Agreement

6. (1) In the event of an inconsistency or a conflict between the Agreement and this Act or any law referred to in section 2.11 of the Agreement, the Agreement prevails to the extent of the inconsistency or conflict.

Inconsistency
with Act

(2) In the event of an inconsistency or a conflict between this Act and any other statute, this Act prevails to the extent of the inconsistency or conflict.

AGREEMENT (continued)

Clause 6

Clause 6(1): Inconsistency with Agreement

What the provision does

- Provides that the Agreement would prevail over any other federal or territorial law, including the proposed Act to the extent of any inconsistency or conflict.

Explanation

This provision would confirm the principle of section 2.11 of the Nunavik Inuit Land Claims Agreement which would give prevalence to the Agreement over any federal, territorial and local government laws to the extent of the extent of the inconsistency or conflict.

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

Clause 6(2): Inconsistency with Act

What the provision does

- Provides that this proposed Act would prevail over any other law to the extent of any inconsistency or conflict.

Explanation

This would confirm the principle of section 2.12 of the Nunavik Inuit Land Claims Agreement which would give priority to this proposed Act over other legislation where there is any inconsistency between the two.

2.12 Where there is any inconsistency or conflict between any legislation ratifying or implementing this Agreement and any other legislation, the ratifying and implementing legislation shall prevail to the extent of the inconsistency or conflict.

Legal capacity 7. (1) For the purposes of carrying out their objectives, the Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board established by the Agreement each have the capacity, rights, powers and privileges of a natural person.

Not agents of
Her Majesty (2) The Nunavut Wildlife Management Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board are not agents of Her Majesty in right of Canada.

AGREEMENT (continued)

Clause 7

Clause 7(1): Legal capacity

What the provision does

- Provides that for the purposes of carrying out their objectives, the Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board each would have the capacity, rights, powers and privileges of a natural person.

Explanation

The Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board each has to have the necessary powers and capacity to fulfill the objectives as set out in the Agreement. By providing the capacity, rights, powers and privileges of a natural person, such as the ability to enter into contracts, the two Boards and the Planning Commission acquires the powers and capacities they need to function in accordance with the Agreement.

Clause 7(2): Not agents of Her Majesty

What the provision does

- Provides that the Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board are not agents of Her Majesty in right of Canada.

Explanation

Confirms that the Nunavik Marine Region Wildlife Board, the Nunavik Marine Region Planning Commission and the Nunavik Marine Region Impact Review Board are independent bodies and not agents of Her Majesty in right of Canada.

APPROPRIATION

Payments out
of C.R.F.

8. There shall be paid out of the Consolidated Revenue Fund any sums that are required to meet the monetary obligations of Her Majesty in right of Canada under Articles 5, 15, 16 and 23 of the Agreement.

APPROPRIATION**Clause 8****Payments out of C.R.F.****What the provision does**

- Provides that any sums that are required to meet the monetary obligations of the Government of Canada, under articles 5, 15, 16 and 23 of the Agreement, will be paid out of the Consolidated Revenue Fund.

Explanation

The Consolidated Revenue Fund is normally used to meet the monetary obligations of the Government of Canada under provisions of land claim agreements. This would be the case with the sums to be paid to the Nunavik Inuit, on or after the effective date, as specified in the Agreement in:

- Article 5 - Wildlife
 - 5.2.7.2 - specifies that the Government of Canada shall provide the Nunavik Marine Region Wildlife Board a payment of \$5,000,000 on the effective date to assist it in carrying its research functions pursuant to the Agreement.
- Article 15 - Resource Royalty Sharing
 - 15.2.1(a) specifies that the Government of Canada shall pay fifty percent on any amount up to \$2,000,000 of resource royalty received by it in each and every calendar year;
 - 15.2.1(b) specifies that in the event that the Government of Canada receives less than \$2,000,000 of resource royalty in a calendar year, and therefore pays less than \$1,000,000 to the Nunavik Inuit, the Government of Nunavut shall pay fifty percent of the resource royalties which it receives in that year up to the amount necessary to bring the combined federal and Government of Nunavut total to \$1,000,000;
 - 15.2.1(c) specifies that the Government of Canada and the Government of Nunavut shall each pay five percent on any resource royalties received by each of them in addition to the first \$2,000,000 received by Government in each and every year.

(continued)

APPROPRIATION

Payments out
of C.R.F.

8. There shall be paid out of the Consolidated Revenue Fund any sums that are required to meet the monetary obligations of Her Majesty in right of Canada under Articles 5, 15, 16 and 23 of the Agreement.

APPROPRIATION (continued)

Clause 8 (continued)

Payments out of C.R.F.

- Article 16 - Capital Transfers
 - 16.1.1 specifies that the Government of Canada shall provide a capital transfer of approximately \$54,800,000 (2005 \$) paid in equal instalments, commencing on the effective date of the Agreement and concluding on the ninth anniversary of the effective date of the Agreement. and that Makivik's outstanding negotiation loan repayment of approximately \$12,000,000 will be deducted from the capital transfer.
- Article 23 - Implementation
 - 23.4.1 specifies that the Government of Canada shall make implementation funding payments of approximately \$39,800,000 (2005\$) paid in installments commencing on the effective date of the Agreement and concluding on the third anniversary of the effective date of the Agreement.

GENERAL

Judicial notice
of Agreement 9. (1) Judicial notice shall be taken of the Agreement.

Publication of
Agreement (2) The Agreement shall be published by the Queen's Printer.

Evidence (3) A copy of the Agreement published by the Queen's Printer is evidence of the Agreement and of its contents, and a copy purporting to be published by the Queen's Printer is deemed to be so published, unless the contrary is shown.

GENERAL

Clause 9

Clause 9(1): Judicial notice of Agreement

What the provision does

- Requires that judicial notice be taken of the Agreement.

Explanation

This provision provides that the court would recognize and accept the existence and contents of the Agreement without the production of evidence by parties to litigation.

Clause 9(2): Publication of Agreement

What the provision does

- Requires the Queen's Printer to publish the Agreement.

Explanation

This provision would ensure that the official version of the Agreement would be identifiable by a reference to the official government printer.

Clause 9(3): Evidence

What the provision does

- Confirms that the Queen's Printer version of the Agreement may be relied upon as proof of its contents in court.

Explanation

This provision provides that the court would recognize and accept a version of the Agreement purporting to be published by the Queen's Printer, without the production of evidence by parties to litigation.

Notice of
issues arising

10. (1) If, in any judicial or administrative proceeding, an issue arises in respect of the interpretation or validity of the Agreement or the validity or applicability of this Act, the issue shall not be decided unless the party raising the issue has served notice on the Attorney General of Canada and Makivik.

Content of
notice

(2) The notice shall

(a) describe the judicial or administrative proceeding in which the issue arises;

(b) state whether the issue arises in respect of the interpretation or validity of the Agreement or the validity or applicability of this Act, or both;

(c) state the day on which the issue is to be argued;

(d) give particulars necessary to show the point to be argued; and

(e) be served at least 14 days before the day of argument, unless the court or tribunal authorizes a shorter period.

Participation
in proceedings

(3) In any judicial or administrative proceeding to which subsection (1) applies, the Attorney General of Canada and Makivik may appear and participate in the proceeding as a party with the same rights as any other party.

GENERAL (continued)

Clause 10

Clause 10(1): Notice of issues arising

What the provision does

- ▶ Ensures that notice must be provided to Canada and Makivik of any legal proceeding in which the interpretation or validity of the Agreement or the validity or applicability of this proposed Act is an issue.

Explanation

The parties to the Agreement would be made aware of any legal proceedings in which the Agreement or this proposed Act are at issue. The parties would therefore be able to determine whether or not to participate in the proceedings.

Clause 10(2): Content of notice

What the provision does

- ▶ Provides for the contents of the notice required under clause 10(1).

Explanation

This provision would aid the parties in deciding whether or not to participate in legal proceedings in which the Agreement or the proposed Act is at issue and, if so, how to participate.

Clause 10(3): Participation in proceedings

What the provision does

- ▶ Provides an automatic right for Canada and Makivik to participate as a party in any legal proceedings referred to in clause 10(1).

Explanation

This provision would allow the parties the opportunity to participate in legal proceedings in which the Agreement or this proposed Act is at issue on the same basis as any other party to the proceedings.

Saving

(4) For greater certainty, subsections (2) and (3) do not require that an oral hearing be held if one is not otherwise required.

*Statutory
Instruments
Act*

(11) An instrument made under the Agreement is not a statutory instrument for the purposes of the *Statutory Instruments Act*.

GENERAL (continued)

Clause 10

Clause 10(4): Saving

What the provision does

- Clarifies that subsections 10(2) and 10(3) do not require oral hearings.

Explanation

This provision would make it clear that written submissions are admissible in lieu of an oral hearing if an oral hearing is not otherwise required.

Clause 11

Clause 11: *Statutory Instruments Act*

What the provision does

- Ensures that rules and bylaws made under the Agreement are not statutory instruments within the meaning of the *Statutory Instruments Act*.

Explanation

. This clarifies that rules and bylaws made under the Agreement by the various bodies given powers under the Agreement are not subject to the Statutory Instruments Act. This means that the rules and bylaws do not have to be reviewed, registered and published in the *Canada Gazette* as is required for federal regulations.

Orders and
regulations

12. The Governor in Council may make any orders and regulations that are necessary for the purpose of carrying out any of the provisions of the Agreement.

GENERAL (continued)

Clause 12

Clause 12: Orders and regulations

What the provision does

- Provides the Governor in Council with general regulation-making powers.

Explanation

This provision would facilitate the establishment of any orders or regulations that would be required to give effect to the Agreement.

2000, c. 32

**CONSEQUENTIAL AMENDMENTS
TO THE CANADA NATIONAL PARKS
ACT**

13. Part 10 of Schedule 1 to the *Canada National Parks Act* is amended by adding the following after the description of Gros Morne National Park of Canada:

**(3) TORNGAT MOUNTAINS NATIONAL PARK OF
CANADA**

All that parcel of land in the Province of Newfoundland and Labrador shown on a descriptive map plan prepared by the Department of Natural Resources, dated November 15, 2004 and recorded in the Crown Lands Registry Office in St. John's, Newfoundland and Labrador, under number SP 367; a copy of the plan is attached as appendix D-1 to the Agreement, as defined in section 2 of the *Labrador Inuit Land Claims Agreement Act*; the parcel contains an area of approximately 9 700 square kilometres.

2005, c. 27, s.
17

14. Schedule 2 to the Act is amended by repealing the description of Torngat Mountains National Park Reserve of Canada and the heading before it.

CONSEQUENTIAL AMENDMENTS TO THE CANADA NATIONAL PARKS ACT

Clause 13

Clause 13: 2000, C. 32

What the provision does

- This provision would amend Part 10 of Schedule 1 to the *Canada National Parks Act* by adding a legal description of a parcel of land in the Province of Newfoundland and Labrador, containing an area of approximately 9,700 square kilometres, which would result in the establishment of the Torngat Mountains National Park of Canada.

Explanation

The Torngat Mountains National Park Reserve of Canada was created on the effective date of the Labrador Inuit Land Claims Agreement. At that time, the Nunavik Inuit still had an unresolved land claim to the area covered by the National Park and therefore it was established under the *Canada National Parks Act* as a National Park Reserve. Now, as a result of the Nunavik Inuit Land Claims Agreement and resolution of overlapping issues between the Nunavik Inuit and the Labrador Inuit, the Torngat Mountains National Park Reserve will become the Torngat Mountains National Park on the effective date of the Agreement.

Clause 14

Clause 14: 2005, c.27, s. 17

What the provision does

- This provision would amend Schedule 2 to the *Canada National Parks Act* by repealing the description of Torngat Mountains National Park Reserve of Canada and the heading before it.

Explanation

This provision repeals the existing description in Schedule 2 to the *Canada National Parks Act* relating to Torngat Mountains National Park Reserve of Canada.

COMING INTO FORCE

Order in
council

15. This Act comes into force on a day
to be fixed by order of the Governor in
Council.

COMING INTO FORCE

Clause 15

Order in council

What the provision does

- Provides that this proposed Act would come into force on a day to be specified by the Governor in Council.

Explanation

This provision would provide Canada the opportunity to determine a suitable date for the coming into force of the Agreement.

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Issue Sheets

February, 2007

THE NUNAVIK INUIT

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PEOPLE

The Nunavik Inuit inhabit the northern region of Québec. They have lived there for more than 4,000 years, with most of their contact with Europeans occurring during the last three centuries. Traditionally a nomadic people, they started to establish residence in permanent villages in the early 1950's. Today they number approximately 10,000, with more than 60% of the population under the age of 30.

More than 85% of Nunavik Inuit name Inuktitut as their first language. It is taught in schools until the third grade.

TERRITORY

Nunavik is made up of the entire portion of Québec that lies north of the 55th parallel; with an area of approximately 660,000 square kilometers, it covers one third of the province. Nunavik, meaning "place to live" in Inuktitut, is the traditional homeland of the Nunavik Inuit.

Formerly called Rupert's Land, Nunavik was incorporated within the boundaries of Canada at the time of Confederation in 1867. In 1912, jurisdiction over Nunavik was transferred to Québec on the condition that aboriginal rights in the territory be recognized and settled by the provincial government.

The James Bay and Northern Québec Agreement addresses Nunavik Inuit rights on the mainland of Québec. The Nunavik Inuit Land Claims Agreement (the Agreement) addresses their claim to the Nunavik marine region, a portion of northern Labrador and an offshore area adjacent to Labrador.

COMMUNITIES

The Nunavik Inuit who live in 15 villages along the James Bay, Hudson Bay, Hudson Strait and Ungava Bay coasts: Chisasibi, Kuujjuarapik, Umiujaq, Inukjuak, Puvirnituq, Akulivik, Ivujivik, Salluit, Kangiqsujuaq, Quaqtaq, Kangirsuk, Aupaluk, Tasijuaq, Kuujjuaq, and Kangiqsualujjuaq.

Nunavik Inuit communities are small and remote; all but four of the 15 communities have fewer than 1,000 inhabitants, and there are no road links from the south and no roads linking the communities. Air service provides the only year-round link between the communities and elsewhere, and maritime service is seasonal in the summer and fall.

Kuujjuaq, located on the southern coast of Ungava Bay, is Nunavik's administrative capital. Kuujjuaq is also largest community with a population of approximately 2,000 and the transportation hub of the entire region with its two airstrips..

MAKIVIK CORPORATION

Makivik Corporation is an Inuit-owned, non-profit organization that serves as the legal representative of the Nunavik Inuit. Created in 1978 pursuant to the signing of the James Bay and Northern Québec Agreement, Makivik's mandate is to protect the integrity of the James

Bay and Northern Québec Agreement and promote the economic and social development of the Nunavik Inuit.

Makivik has offices in Ottawa, Montréal and Québec City. Its corporate head office is located in Kuujuaq.

DEVELOPMENT IN NUNAVIK

In order to fulfill its mandate, Makivik participates in a variety of endeavours that stimulate economic and cultural growth in Nunavik.

Subsidiaries and Joint Ventures

Makivik has used a portion of the capital received from the James Bay and Northern Québec Agreement to create subsidiary companies and to participate in joint ventures in the areas of air transportation, shipping, logistics, fuel, biosciences, fashion and tourism. Makivik's wholly-owned and joint venture companies employ over 1500 Canadians in several provinces and territories, along with others working abroad in Greenland and the United Kingdom. These companies include First Air, Air Inuit, Halutik Enterprises, Pan Arctic Inuit Logistics, Nunavut Eastern Arctic Shipping, Nunavik Biosciences, Nunavik Creations, Cruise North Expeditions, Nunavik Arctic Foods and Unaaq Fisheries, which manages a shrimp licence owned jointly by Makivik and Qikiqtaaluk Corporation.

Resources Development

Two major contributors to resource development in Nunavik are the Nunavik Research Centre and the Raglan Mine. With funds provided by Makivik, the Nunavik Research Centre conducts research on the quality of country foods, environmental studies

and wildlife management. To ensure a healthy ecosystem is maintained throughout Nunavik, the Nunavik Research Centre undertakes a variety of projects, which include char hatcheries, stream enhancement and studies to monitor contaminants in ringed seals and lake trout.

The Raglan Mine is a nickel mine located near Salluit on the Hudson Strait. In 1995, Makivik and Falconbridge signed the Raglan Agreement, which gives priority to hiring and training qualified Inuit workers and provides contracting opportunities for qualified Inuit enterprises. It also provides for profit-sharing with the Nunavik Inuit through the Raglan Trust, which, over fifteen years, could amount to as much as \$60 million.

Social and Economic Development

Makivik participates in several initiatives designed to improve the economic well-being of Nunavik Inuit and to promote Nunavik Inuit culture. Nunavik Inuit benefit from Makivik's income tax service, which informs Nunavik Inuit of the benefits of completing income tax returns, and from the Makivik Scholarship Fund, which helps Inuit beneficiaries of the James Bay and Northern Québec Agreement pursue post-secondary education. The Avataq Cultural Institute, of which Makivik is a primary financier, promotes Nunavik Inuit Culture through initiatives such as the Nunavik Museums Program and traditional skills courses. Makivik also organizes Nunavik Inuit art workshops on soapstone carving skills, and Ivakkak, an annual dog team race.

HISTORY OF NEGOTIATIONS

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Role of Government of Nunavut	1
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BACKGROUND

The Nunavik Inuit Land Claims Agreement (the Agreement) represents the resolution of outstanding business stemming from the James Bay and Northern Québec Agreement, signed in 1975 by the Québec Cree, the Nunavik Inuit, the Government of Canada, the Government of Québec and Hydro-Québec. The James Bay and Northern Québec Agreement did not include negotiation of claims to offshore islands. When the Comprehensive Claims Policy at Indian and Northern Affairs Canada was revised in 1986 to allow the negotiation of marine areas, Makivik Corporation (Makivik) submitted a claim on behalf of the Nunavik Inuit.

The parties agreed to model this Agreement on the Nunavut Land Claims Agreement.

THE CLAIMS

Makivik's claim regarding offshore islands in Nunavut was accepted for negotiation in 1992 and includes the islands and the waters along the coast of James Bay, Hudson Bay, Hudson Strait and Ungava Bay, which is known as the Nunavik Marine Region. Although the Nunavik Marine Region has no full-time residents, it is part of the traditional territory of the Nunavik Inuit.

The Agreement also includes a Labrador component that was accepted by the federal

government for negotiation in 1993. This component covers an offshore area adjacent to Labrador from Killinik Island to north of Hebron and an onshore portion in Northern Labrador.

(N.B. See maps in Tab 6.1a-c)

The federal government and Makivik signed a Framework Agreement in 1993 to begin Agreement-in-Principle negotiations relating to the Nunavik Marine Region. An Agreement-in-Principle was signed in 2002. In 2004, the federal government agreed to negotiate the settlement of Makivik's claim in both the Labrador onshore and the Labrador offshore.

The claim overlaps with the Nunavut land claim, the Québec Crees offshore claim and the Labrador Inuit land claim. Makivik has reached overlap arrangements with each of these groups, as reflected in the Agreement (refer to issue paper # 21 - *Overlapping Claims*).

The Agreement and Implementation Plan were initialled on November 15, 2005 by Chief Negotiators for the federal government, the Government of Nunavut and Makivik.

In October 2006, a ratification vote was held in 15 Inuit communities across Nunavik. Seventy eight percent of eligible Nunavik Inuit voters supported the agreement. Voter turnout was 81% of eligible voters.

The Nunavik Inuit Land Claims Agreement was signed by Makivik Corporation, the Government of Nunavut and the Government of Canada on December 1, 2006.

The Agreement addresses only land claims and does not include a self-government component.

ROLE OF THE GOVERNMENT OF NUNAVUT

The Government of Nunavut and its predecessor, the Government of the Northwest Territories, has been part of the federal negotiating team since negotiations began, providing regional perspective and input on issues within its jurisdiction. However, the Government of Nunavut left the table in March 2002, protesting what it saw as providing access to commercial fishing for Nunavik Inuit in the Davis Strait, and did not participate in the signing of the Agreement-In-Principle.

In November 2005 the Government of Nunavut rejoined the federal government at the negotiating table as a result of the inclusion of a provision ensuring that commercial fishing rights of the Nunavut Inuit in the Davis Strait fishery, would exceed benefits provided to Nunavik Inuit in the same area.

INTERGOVERNMENTAL

The Government of Québec is not a party to the Agreement. However, Québec officials have been briefed and have been fully supportive of the Agreement.

The Government of Newfoundland and Labrador has taken the position that it will only negotiate with groups that are resident in Newfoundland and Labrador. Nunavik Inuit are not resident in Newfoundland and Labrador.

With the transfer of lands to Canada to create the Torngat Mountains National Park Reserve, a requirement of the Labrador Inuit Land

Claims Agreement, it was possible for Canada to address Nunavik Inuit rights in northern Labrador, within areas of federal jurisdiction.

In exchange for the rights that are set out in the Nunavik Inuit Land Claims Agreement, including those in northern Labrador and adjacent offshore areas, the Nunavik Inuit have provided certainty throughout Canada, including Newfoundland and Labrador.

The Nunavik Inuit Land Claims Agreement does not affect provincial jurisdiction. The federal government did undertake consultations with the provincial government in order to ensure that any issues of concern could be addressed. As well, the Government of Newfoundland and Labrador indicated that it supported the rights set out for Nunavik Inuit within the boundary of the National Park Reserve and adjacent offshore area.

RATIFICATION PROCEDURE FOR THE AGREEMENT

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RATIFICATION PROCEDURE

Ratification of the Nunavik Inuit Land Claims Agreement will require:

- approval by a majority of all eligible Nunavik Inuit voters in the Nunavik Inuit ratification vote; and
- enactment of ratification legislation by Parliament.

A Ratification Committee was established which prepared for and conducted the Nunavik Inuit ratification vote, held on October 16 - 20, 2006. The Committee consisted of five individuals: three named by Makivik, one by Canada and one by Nunavut, which is part of the federal negotiating team.

The ratification vote was held in 15 Inuit communities across Nunavik. An overwhelming 78 per cent of eligible Nunavik Inuit voters supported the agreement: Voter turn-out was 81% of eligible voters.

The Nunavik Inuit Land Claims Agreement was signed by Makivik Corporation, the Government of Nunavut and the Government of Canada on December 1, 2006.

Parliamentary passage and coming into force of the proposed Nunavik Inuit Land Claims Agreement Act will complete the ratification process.

QUÉBEC - NUNAVUT BOUNDARY

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QUÉBEC - NUNAVUT BOUNDARY

Land claims agreements are intended to achieve certainty by replacing ambiguous Aboriginal rights with precise rights set out in the agreements. However, there is a second element of uncertainty associated with Nunavik Inuit rights which cannot be dealt with by the Nunavik Inuit Land Claims Agreement (the Agreement). The precise location of these rights, whether Aboriginal or set out in an agreement, is subject to the location of the Québec-Nunavut boundary.

Canada and Québec have differing views respecting the precise location of the offshore boundary of the Province. The Agreement addresses rights only outside the boundary of Québec. Nunavik Inuit rights within Québec were addressed in the James Bay and Northern Québec Agreement concluded in 1975. However, neither agreement attempts to define the precise location of the Québec-Nunavut boundary. As a result, there may be some locations where it will be uncertain which agreement applies until the boundary issue is resolved.

In the *Boundary Extension Act* of 1912, the boundary of Québec was specified as following the “shores”. However, the term “shore” was never defined as being either the high or low water mark nor were there any provisions, or subsequent agreements, between Québec and Canada, on how the mouths of rivers and bays should be bisected. The only practical way to establish a definitive

“boundary of Québec” is through a Boundary Commission.

The phrase “boundary of Québec” is used in the Agreement to describe the geographic scope of its application. This wording allows for a future agreement or determination on where the boundary actually exists. Nunavik Inuit understand the issue and have accepted the approach used to resolve their claim.

The same holds for the Québec government which has expressed no objection to the use of the phrase “boundary of Québec” to define the internal limits of the Agreement. The federal negotiating team has briefed and exchanged correspondence with Québec officials concerning the Agreement and they are fully supportive of it.

Wherever the Québec - Nunavut boundary may ultimately be determined to be, Nunavik Inuit rights on the Québec side will be exercised under the James Bay and Northern Québec Agreement and those on the Nunavut side will be exercised under the Nunavik Inuit Land Claims Agreement. Certainty will be obtained concerning all remaining Nunavik Inuit Aboriginal rights respecting land and resources.

GENDER EQUALITY

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GENDER EQUALITY

Charter

The Nunavik Inuit Land Claims Agreement (the Agreement) provides Nunavik Inuit women and men the continued protection of the *Canadian Charter of Rights and Freedoms*.

Constitution

The Agreement will become a treaty as per section 35 of the *Constitution Act, 1982*, and treaty rights will be guaranteed equally to female and male persons as per subsection 35(4).

Eligibility

The eligibility criteria to become a beneficiary is the same for each gender and beneficiaries have equal access to the rights and benefits accorded under the Agreement.

WITHIN THE CANADIAN LEGAL CONTEXT

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LEGAL DEVELOPMENTS

Calder

In 1973, the Supreme Court of Canada released a landmark decision in *Calder*. At issue was the right of the Nisga'a to lands in the region of British Columbia's Nass Valley. The six judges who ruled on the substance of the case acknowledged that Aboriginal title to land could be rooted in its historical occupation and possession (the seventh judge decided the case on a procedural point).

This pronouncement provided the basis for a potentially large number of new claims and hastened the reassessment of federal policy in this field. Later that year, the federal government indicated its willingness to negotiate Aboriginal land claims, and the modern era of treaty-making was born.

Constitution Act, 1982

In 1982, the *Constitution Act, 1982* came into effect. Its provisions included s. 35(1), which provides that the "existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed", and s. 35(3) which extends this protection to rights obtained under land claims agreements.

Sparrow

In 1990, the Supreme Court decided *Sparrow*, which involved an Aboriginal individual charged with illegal fishing. Exploring for the

first time the scope of s. 35(1), the Supreme Court confirmed that it was prepared to take the same liberal approach as it had previously taken with respect to other constitutional provisions addressing minority rights. In the course of setting out the applicable principles, the Supreme Court noted that s. 35(1) "provides a solid constitutional base upon which subsequent negotiations can take place".

Delgamuukw

In 1997, the Supreme Court in *Delgamuukw* pronounced for the first time on the content of Aboriginal title, setting out a series of tests designed to offer guidance on when such a claim would be made out. The Supreme Court remarked that, ultimately, it is through negotiated settlements, reinforced by its judgements, that the pre-existence of Aboriginal societies would be reconciled with the sovereignty of the Crown.

CONCLUSIONS

The Supreme Court, beginning with the 1973 *Calder* decision and particularly in the years following the advent of the *Constitution Act, 1982*, has encouraged negotiations rather than litigation as a means of resolving Aboriginal land claims. The Nunavik Inuit Land Claims Agreement is a product of this approach and represents an example of the reconciliation between the parties referred to by the Supreme Court.

CERTAINTY

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CERTAINTY

The Nunavik Inuit Land Claims Agreement (the Agreement) will provide for certainty with respect to all the remaining Aboriginal rights of the Nunavik Inuit respecting lands and resources. Nothing in the Agreement, including the certainty provisions, will affect any Aboriginal or treaty right which the Nunavik Inuit may have arising from the James Bay and Northern Québec Agreement or in the territory covered by the James Bay and Northern Québec Agreement. Certainty is achieved through the following model:

- The Nunavik Inuit agree not to exercise or assert any Aboriginal or treaty right to lands or resources except the rights set out in the Agreement.
- If, for any reason, the promise by the Inuit not to exercise or assert rights outside the Agreement is ineffective and this has any adverse effect on the rights of government, third parties or the Inuit themselves, there is an automatic release of the rights which the Inuit promised not to exercise or assert. This release applies only to the extent necessary to avoid adversely affecting the rights of government, third parties or Inuit rights under the Agreement.
- The Nunavik Inuit will release government and other persons from all claims of past infringements of Aboriginal rights respecting lands and

natural resources held by the Nunavik Inuit. They will also release them from all claims based on any Aboriginal or treaty right not set out in the Agreement arising after the Agreement comes into effect. The Nunavik Inuit will indemnify government from all such claims.

LANDS

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NUNAVIK INUIT SETTLEMENT AREA

The Nunavik Inuit Settlement Area is comprised of:

- the Nunavik Marine Region; and
- the Labrador Inuit Settlement Area portion of the Nunavik Inuit/Labrador Inuit overlap area

(N.B. See maps in Tab 6.1a-c)

Nunavik Marine Region

The Nunavik Marine Region, which covers the Nunavut offshore islands adjacent to Quebec, the intervening waters, and the offshore lands including the ice that separates them

The Nunavik Marine Region covers over 250,000 square kilometers, has no full-time residents, and is totally within the jurisdiction of Canada and Nunavut.

Labrador Inuit Settlement Area Portion of Overlap Area

The Labrador portion of the settlement area covers an offshore area adjacent to Labrador from Killinik Island to just north of Hebron and an onshore portion in northern Labrador, consistent with the boundaries of the Torngat Mountains National Park Reserve.

NUNAVIK INUIT LANDS

The Makivik Designated Organization will own in fee simple almost 80% of the total area comprised by the islands in the Nunavik Marine Region, representing approximately

5100 square kilometers including surface and sub-surface rights. Of that 80%, approximately 400 square kilometres will be shared with the Crees of Eeyou Istchee in the Joint Zone in their overlap area.

Nunavik Inuit Lands will include all lands above the ordinary high water mark and the mines and minerals found within, upon or under them.

Nunavik Inuit Lands will not be disposed of unless approved by 75% of all eligible Nunavik Inuit voters in a referendum.

Nunavik Inuit Lands will include areas of value for renewable resource reasons; areas of value for non-renewable resources and their development; areas of other commercial value; areas of archaeological or historical significance to Nunavik Inuit; and areas of cultural, religious or spiritual significance to Nunavik Inuit.

The identification process for Nunavik Inuit Lands took into account third party interests, geographical configurations, protected areas and archaeological sites, overlapping claims, government needs and public purposes.

ENTRY AND ACCESS

A person other than a Nunavik Inuit will not be able to access Nunavik Inuit Lands without the consent of the Makivik Designated Organization, except as provided for in the Nunavik Inuit Land Claims Agreement.

Public Access

The public will have access to Nunavik Inuit Lands for purposes of casual travel,

emergencies or political campaigning. There will also be public access to a 100 foot strip of Nunavik Inuit Lands bounding the sea coast, rivers and lakes.

Government Access

Government officials, the Canadians Forces and peace officers will be able to access Nunavik Inuit Lands to carry out government purposes.

Expropriation

Government powers of expropriation will continue. Compensation for expropriated Nunavik Inuit Lands will, if possible, be offered in the form of alternate lands or a combination of lands and money. Lands provided as compensation will be Nunavik Inuit Lands, if the expropriated interest is in fee simple.

No more than 12% of all Nunavik Inuit Lands will remain expropriated at any time.

Government may expropriate up to 2% of Nunavik Inuit Lands for public transportation purposes without compensation.

ELIGIBILITY AND ENROLMENT

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collectivity (in this case the Nunavik Inuit) has separate claims in different jurisdictions.

ELIGIBILITY AND ENROLMENT

Anyone enrolled on the Inuit Beneficiaries List pursuant to the provisions of the James Bay and Northern Québec Agreement will be eligible to be enrolled as a beneficiary under the Nunavik Inuit Land Claims Agreement (the Agreement). In order to be entitled to benefit from the Agreement, a person must be enrolled on the Nunavik Inuit Land Claims Agreement enrolment list.

A person enrolled in another Canadian Aboriginal land claims agreement may also be enrolled as a beneficiary under the Agreement only if the Nunavik Inuit are party to that other agreement.

Anyone enrolled in another Canadian Aboriginal land claims agreement and who is otherwise eligible may also enrol as a beneficiary under the Agreement, but must discontinue his or her enrolment in the other land claims agreement.

As of the effective date of the Agreement, Nunavik Inuit are entitled to be beneficiaries in two land claims agreements: theirs and the James Bay and Northern Québec Agreement. The Comprehensive Claims Policy at Indian and Northern Affairs Canada requires an individual to elect in which land claims agreement to be enrolled, but this policy is not offended by the Agreement. That policy is intended to prevent individuals from claiming membership in more than one collectivity and does not apply to the situation where a single

WILDLIFE

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Nunavik Inuit Harvesting	1
Local and Regional Associations	2
Beyond the Nunavik Marine Region	2
Wildlife Compensation	2

GENERAL

The Nunavik Inuit Land Claims Agreement (the Agreement) provides that the federal government will continue to have ultimate responsibility for wildlife management. Principles of conservation will be applied.

NUNAVIK MARINE REGION WILDLIFE BOARD

An institution of public government called the Nunavik Marine Region Wildlife Board (the Board) will be established, consisting of seven members: three appointed by Makivik, two appointed by the federal government, one appointed by the Government of Nunavut and a chairperson jointly determined by the federal government and the Government of Nunavut, from among nominations provided by the other members.

The Board will be the main instrument of wildlife management in the Nunavik Marine Region and the main regulator of access to wildlife. Its functions will include:

- establishing, modifying or removing amounts of wildlife to be harvested;
- establishing, and adjusting, the level of harvesting by Nunavik Inuit from such amounts;
- allocating harvesting opportunities from such amounts;

- establishing, modifying or removing non-quota limitations on harvesting; and
- participating in research.

The federal government will provide a fund of \$5 million to the Board to assist it in carrying out its research functions.

Board decisions requiring Ministerial approval, as specified in the Agreement, will be forwarded to the appropriate federal or territorial minister as identified in the Agreement for acceptance or rejection. In cases of rejection, the Board will have one further opportunity to reconsider its decision in light of written reasons for the rejection provided by the Minister and this reconsidered decision will likewise be forwarded to the Minister for a final acceptance or rejection.

Judicial review of the Board's decisions will be available on the grounds set out in the *Federal Courts Act*.

The Board will be subject to laws of general application relating to confidentiality of, and access to, information as if it were a government department.

Costs of the Board will be the responsibility of the federal government.

NUNAVIK INUIT HARVESTING

Harvesting Rights

Nunavik Inuit will have the right to harvest any species of wildlife in the Nunavik Marine Region for economic, social and cultural needs, unless the Board has established a limit for the species. Otherwise, each Inuk will be able to harvest the amount allocated to him or

her by the Board. Nunavik Inuit harvesting will take priority over other forms of harvesting.

A Makivik Designated Organization will have the right to establish new commercial operations (excluding commercial fisheries) in the Nunavik Marine Region.

All harvesting under commercial fishing licences will be subject to laws of general application.

Disposition of Harvest

Nunavik Inuit will have the right to dispose of, for personal consumption, their harvested wildlife to Nunavik Inuit, other Canadian Inuit and other beneficiaries of the James Bay and Northern Québec Agreement.

Harvesting Methods

Nunavik Inuit harvesting will not conflict with laws of general application regarding humane killing of wildlife, public safety and firearms control or result in harmful alteration to the environment.

Access

The Nunavik Inuit right of access for the purpose of harvesting will be subject to laws of general application for public safety, conservation, agreements respecting protected areas, incompatible land use activities and limitations established for Marine Protected Areas. There will be no right of access to lands subject to the *National Defence Act* or owned in fee simple (other than Nunavik Inuit Lands). Except for the trapping of fur bearing animals, there will be no commercial harvesting in national parks and national park reserves unless otherwise authorized by laws of general application. The rights of

navigation will not be impeded.

LOCAL AND REGIONAL ASSOCIATIONS

A local hunters, fishermen and trappers association will be established for each Nunavik Inuit community, as well as a regional hunters, fishermen and trapping association, to provide input and perform tasks with respect to wildlife matters in the Nunavik Marine Region.

BEYOND THE NUNAVIK MARINE REGION

The Board will appoint Nunavik representation to government structures promoting coordinated management for migratory management species in the Southern Davis Strait Zone, Northern Davis Strait Zone, Hudson Bay Zone and adjacent areas.

A specified portion of the total allowable catch established by the federal minister for the commercial harvesting of identified species of fish in the Southern Davis Strait Zone and the Northern Davis Strait Zone will be allocated to Makivik Designated Organizations. The federal government will promote a fair distribution of commercial fishing licenses between residents of Nunavik and other Canadian residents in the Hudson Bay Zone.

WILDLIFE COMPENSATION

Developers will be absolutely liable for loss suffered by the Nunavik Inuit respecting wildlife harvesting resulting from their development activities, unless the loss was the result of a fortuitous event, such as a natural disaster. Legislation may limit this liability.

Claims not settled within 30 days of receipt by the developer may be submitted to arbitration.

Costs incurred by arbitrators will be paid by the federal government.

The wildlife compensation provisions will apply to marine transportation that is directly associated with commercial, industrial or government undertakings in the Nunavik Marine Region.

LAND USE PLANNING

CONTENTS	
Nunavik Marine Region Planning Commission	1
Land Use Plan	1
Project Proposals	1

NUNAVIK MARINE REGION PLANNING COMMISSION

The Nunavik Marine Region Planning Commission (the Commission) will be established as an institution of public government with the responsibility to:

- establish planning policies, objectives and goals for the Nunavik Marine Region, in conjunction with the federal government; and
- develop land use plans for resource use and development in the Nunavik Marine Region.

The federal government and the Government of Nunavut will each recommend at least one member to the Commission, and the Makivik Designated Organization will nominate an equal number of members as recommended by the federal and territorial governments. Members will be appointed by the Minister of Indian Affairs and Northern Development from the nominations provided.

The Minister Indian Affairs and Northern Development, in consultation with the Territorial Government Minister responsible for renewable resources, will appoint a further person as chairperson, from nominations provided by the other members. Members will be appointed for three-year terms.

Costs of the Commission will be the responsibility of the federal government and

the head office will be located in Nunavik.

LAND USE PLAN

The Commission will involve the public in its preparation of a land use plan and, when complete, submit the plan to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for renewable resources. The Ministers will accept the plan or refer it back to the Commission. In the latter case, the Commission will reconsider and resubmit the plan for the Ministers' final consideration.

The approved plan will be implemented by the federal and territorial governments on the basis of jurisdictional responsibility.

PROJECT PROPOSALS

The Commission will review applications for project proposals and forward to the federal and territorial governments the proposals and its determinations as to whether they conform with accepted land use plans.

If the Commission determines that a proposal conforms with the plans, it will in most cases forward the proposal to the Nunavik Marine Region Impact Review Board (the Board) for screening.

In the absence of an approved land use plan, the Commission will in most cases refer proposals directly to the Board for screening.

The Minister may exempt a proposal from conformity with a land use plan and, in most such cases, will refer it to the Board for screening (refer to issue paper # 12 - *Development Impact*).

DEVELOPMENT IMPACT

CONTENTS	
Nunavik Marine Region Impact Review Board	1
Project Proposals	1
Monitoring	2
Application	2

NUNAVIK MARINE REGION IMPACT REVIEW BOARD

A Nunavik Marine Region Impact Review Board (the Board) will be established as an institution of public government with the responsibility to:

- screen project proposals to determine whether a review is required;
- review impacts of project proposals; and
- monitor projects.

The Board will be comprised of five members: three appointed by the federal government (two upon nomination by the Makivik Designated Organization), one by the Government of Nunavut and a chairperson appointed by the federal government from nominations provided by the federal appointments. For the most part, members and the chairperson will be appointed for 3-year terms.

The head office of the Board will be located in Nunavik.

Costs of the Board will be the responsibility of the federal government.

PROJECT PROPOSALS

Screening

If the Board indicates to the Minister that a proposal requires no review, the proposal will be processed under relevant legislation (such as the *Canada Water Act* or the *Fisheries Act*) unless the Minister decides to refer it for review.

If the Board indicates to the Minister that a proposal requires review, the Minister will refer the proposal to either the Board or to the Minister of the Environment for review by a federal environmental assessment panel.

Review of Project Proposals by the Board

If the Board conducts a review of a project proposal, it will issue a report containing its determination as to whether the project should proceed, including any terms and conditions, to the federal Minister for a decision.

If the Minister rejects the Board's report, there is an iterative process for the Board and the Minister to reconcile their views prior to the Minister's final decision.

Review of Project Proposals by a Federal Environmental Assessment Panel

If a federal environmental assessment panel reviews a project proposal within the Nunavik Marine Region:

- at least one quarter of the panel members will be appointed from a list of nominees provided to the Minister of the Environment by the Makivik Designated Organization; and

- at least one quarter of the panel members will be appointed from a list of nominees provided by the Government of Nunavut.

For a project proposal both inside the Nunavik Marine Region and an adjacent area used by other Aboriginal groups, the total Aboriginal appointees will constitute one quarter of the membership.

Panel reports will be forwarded to the Minister of Environment and the Minister of Indian and Northern Affairs and the Board. The Board will review the report and forward its findings and conclusions to the Minister.

If the Minister rejects the panel report, the Board will in some cases have the opportunity to consider or reconsider terms and conditions of project approval, for the Minister's final decision.

The role of the Board with respect to any federal environmental assessment panel report will be confined to those parts of the report applicable to or affecting the Nunavik Marine Region.

If a proposal is not in the national or regional interest, the Minister will inform the proponent that the project should be abandoned or modified and resubmitted to the Board for re-screening.

MONITORING

Any monitoring role assigned to the Board will be coordinated with, and not duplicate, government duties.

APPLICATION

The development impact process is applicable in both land and marine areas within the Nunavik Marine Region, as well as installations, facilities and activities required for national defence purposes.

PROTECTED AREAS AND MARINE PROTECTED AREAS

CONTENTS	
Protected Areas	1
Marine Protected Areas	1

PROTECTED AREAS

Establishment

A Makivik Designated Organization will be consulted in the establishment of national parks, national park reserves, national marine conservation areas and national marine conservation area reserves in the Nunavik Marine Region. Establishment of other protected areas in the Nunavik Marine Region will require the approval of the Nunavik Marine Region Wildlife Board (the Board) and, when on Nunavik Inuit Lands, of a Makivik Designated Organization.

Planning and Management

A Makivik Designated Organization will be consulted in the planning and management of protected areas.

When requested by either the federal government or a Makivik Designated Organization, a joint committee consisting of an equal number of members appointed by each will be established to advise on matters related to protected area management.

Management plans for a protected area will be developed by the federal government, based on recommendations of the committee (if established) and taking into account recommendations of other interested persons and bodies. The committee will forward such

plans to the Minister of Indian Affairs and Northern Development for consideration and approval.

The costs of any committee established will be the responsibility of the federal government.

Impact and Benefit Agreements

Prior to the establishment of a protected area, the federal and/or territorial government and a Makivik Designated Organization will attempt to negotiate an impact and benefit agreement to address any detrimental impacts or reasonable benefits that could be conferred on the Nunavik Inuit in that area.

If no agreement is reached on an impact and benefit agreement, the parties will attempt conciliation and, failing agreement through this means, the Minister will decide the terms of the agreement.

Costs of conciliation will be the responsibility of the federal government.

MARINE PROTECTED AREAS

Establishment

Establishment of a marine protected area in the Nunavik Marine Region will require the approval of the Board.

Management Plans

Prior to the establishment of a marine protected area, the federal government and the Board will attempt to agree on the contents of a management plan. If no agreement is reached, they will attempt conciliation and,

failing agreement through this means, the Minister will decide the contents of the management plan.

Costs of conciliation will be the responsibility of the federal government.

Marine Protected Area Agreements

Prior to the establishment of a marine protected area, the federal government and Makivik, unless they otherwise agree, will attempt to negotiate a marine protected area agreement. If no agreement is reached, they will attempt conciliation and, failing agreement through this means, the Minister will recommend the terms of the agreement.

Costs of conciliation will be the responsibility of the federal government.

EMPLOYMENT AND CONTRACTS

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Employment	1
Contracts	1

EMPLOYMENT

The federal government will take all reasonable and timely measures to provide Nunavik Inuit with priority respecting federal public service employment opportunities in the Nunavik Marine Region. If federal employment opportunities exist in the Nunavik Marine Region, the federal government will award such opportunities so as to achieve a public service in the Nunavik Marine Region reflecting the ratio of Nunavik Inuit to non-Nunavik Inuit in Nunavik.

CONTRACTS

If the federal government contracts for the procurement of goods and services in the Nunavik Marine Region, Nunavik Inuit Enterprises will be given fair consideration. If possible, bid criteria for the awarding of contracts will include the existence of facilities in the Nunavik Marine Region and use of Nunavik Inuit labour, services or supplies in carrying out the contracts. If possible, bid criteria for the awarding of contracts will include: the existence of facilities in the Nunavik Marine Region; the use of Nunavik Inuit labour, services or supplies in carrying out the contracts; and commitments under the contract with respect to on the job training or skills development for Nunavik Inuit.

RESOURCE ROYALTY SHARING

CONTENTS	
Resource Royalty Sharing	1

RESOURCE ROYALTY SHARING

The Nunavik Inuit Land Claims Agreement provides that Nunavik Inuit will be entitled to be paid each year, with respect to the Nunavik Marine Region:

- 50% of the first \$2 million of resource royalty received by government that year; and
- 5% of any additional resource royalty received by government that year.

CAPITAL TRANSFERS

CONTENTS	
Capital Transfers	1

CAPITAL TRANSFERS

Canada will provide a capital transfer of \$54.8 million (2005\$) to the Nunavik Inuit Trust, to be paid out over nine years.

The Nunavik Inuit Land Claims Agreement describes the outstanding amount of negotiation loans made to Makivik and establishes a schedule for repayment of the loans. Loan payments will be deducted from the unpaid balance of the capital transfer or from other sources. The outstanding loan amount is approximately \$12 million.

Nunavik Inuit Trust

Along with the capital transfer payments, the Nunavik Inuit Trust shall receive, hold and administer resource royalties and implementation funding, as well as distribute monies to the Nunavik Inuit, both individually and collectively, for educational, social, cultural and socio-economic needs. The aim is to generally improve their social, cultural, educational and economic conditions, their quality of life and the quality of community life.

TAXATION

CONTENTS	
General	1
Real Property Taxation	1

GENERAL

At the time of their initial transfer, capital transfers and implementation funding amounts made by the federal government under the Nunavik Inuit Land Claims Agreement will not be subject to taxation. Any revenues or income generated from these amounts will be subject to laws of general application. As well, all profits, rents, royalties and other revenues or gain derived from Nunavik Inuit Lands will be subject to taxation laws of general application.

Nunavik Inuit Lands will not be deemed reserves under s. 87 of the *Indian Act*.

REAL PROPERTY TAXATION

Unimproved Nunavik Inuit Lands and improvements on those lands that are used for governmental activities or traditional activities will be exempt from real property taxes.

ARCHAEOLOGY AND ETHNOGRAPHY

CONTENTS	
Archaeology	1
Ethnographic Resources and Archival Records	2
Place Names	2

ARCHAEOLOGY

General

A Makivik Designated Organization will be invited to participate in the development of government policy and legislation on archaeology in the Nunavik Marine Region.

Permits

The federal government will forward applications for permits authorizing an archaeological investigation in the Nunavik Marine Region to the Makivik Designated Organization, except in cases of emergency. If the Makivik Designated Organization objects to the application, the federal government will reject it if the objections are reasonably founded on concerns specified in the Nunavik Inuit Land Claims Agreement (the Agreement). In the case of a proposed land use, the federal government will issue a permit with terms and conditions dealing with the objections.

Title in Archaeological Specimens

The federal government and the Makivik Designated Organization will jointly own all archaeological specimens found within the Nunavik Marine Region that are not public records, private property of any person nor within areas administered by Parks Canada Agency.

Use of Archaeological Specimens

The Makivik Designated Organization will be allowed to request loans of any archaeological specimens found within the Nunavik Marine Region or from the federal government. Such requests will not be refused, except in specified circumstances as set out in the Agreement.

Nunavik Inuit Human Remains and Associated Burial Objects and Burial Sites

The federal government will make reasonable efforts to facilitate access of the Makivik Designated Organization to Nunavik Inuit human remains and associated burial objects held in public and private collections other than by the federal government.

Burial sites on Nunavik Inuit Lands containing Nunavik Inuit human remains and associated burial objects will not be surveyed or disturbed without the consent of the Makivik Designated Organization, except in relation to a police investigation.

Land use permits will not be issued for archaeological sites on Nunavik Inuit Lands without the consent of the Makivik Designated Organization if there are reasonable grounds to believe they contain Nunavik Inuit human remains and associated burial objects.

Employment and Contracting

If the federal government tenders a contract for archaeological work in the Nunavik Marine Region, it will give preferential treatment to qualified Nunavik Inuit contractors and ensure that all contractors give preferential treatment to qualified Nunavik Inuit.

ETHNOGRAPHIC RESOURCES AND ARCHIVAL RECORDS

Use of Ethnographic Resources

The Makivik Designated Organization will be allowed to request loans of any ethnographic resources originating in or relating to the Nunavik Marine Region in the possession of the federal government. Such requests will not be refused, except in specified circumstances as set out in the Agreement.

Use of Archival Records

Makivik Designated Organization requests for loans of archival records relating to the Nunavik Marine Region will be treated by the federal government on at least as favourable a basis as similar requests from other institutions.

PLACE NAMES

The Makivik Designated Organization will be consulted on any place name decisions in the Nunavik Marine Region.

IMPLEMENTATION

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Implementation Plan	1
Implementation Committee	1
Implementation Funding	1

IMPLEMENTATION PLAN

The federal government, Nunavut and Makivik have prepared an Implementation Plan (the Plan) to guide the implementation of the Nunavik Inuit Land Claims Agreement (the Agreement).

The Plan includes documents which identify certain activities to be undertaken which address the obligations contained in the Agreement. These include:

- monitoring, overseeing and providing direction on the implementation of the Agreement;
- facilitating and promoting resolution of disputes related to the implementation of the Agreement;
- conducting periodic reviews, making recommendations and providing an annual report; and
- establishing the rules to govern its internal procedures.

While the Plan is not a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*, it does constitute a legally binding contract between the parties unless otherwise specified in the Plan.

The Plan has an initial duration of ten years with provisions for renewal, as agreed to by the federal government, the Government of Nunavut and Makivik.

IMPLEMENTATION COMMITTEE

The Agreement also provides for the establishment of an Implementation Committee and describes its responsibilities as including overseeing, monitoring, and reporting on the implementation of the Agreement and making recommendations to the parties to the Implementation Plan for future planning periods following the initial ten-year period.

The Implementation Committee will be composed of three senior officials, one from the federal government, one from the Government Nunavut and one from Makivik.

IMPLEMENTATION FUNDING

Canada will make one-time and ongoing implementation funding payments totalling some \$57.6 million (2005\$) in the first ten years of this Agreement to support federal implementation funding obligations including the resolution of Nunavik Inuit Claims in Labrador and offshore Labrador and for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada. This includes \$39.8 million to Makivik and the Nunavik Inuit Trust and \$17.8 million for Canada and the Government of Nunavut obligations

DISPUTE RESOLUTION PROCESS

CONTENTS	
Dispute Resolution	1

DISPUTE RESOLUTION

A dispute resolution process will provide for arbitration of matters specified in the Nunavik Inuit Land Claims Agreement (the Agreement) and, where the federal government and Makivik agree to be bound by an arbitration decision, any other matters arising from the Agreement. Potential matters for arbitration include damage to Nunavik Inuit Lands due to government activities, loss or damage to Nunavik Inuit Lands due to development activity and long-term alienation of archaeological specimens.

For each dispute, the parties will each name one arbitrator. A third arbitrator will be agreed upon by the other two (or named by a judge, failing such agreement).

Arbitration costs will be shared by the parties, unless the arbitrators otherwise decide.

Decisions of the arbitrators will be final and binding on the parties and may only be reviewed by the Nunavut Court of Justice on the grounds that the arbitrators erred in law or exceeded or refused to exercise their jurisdiction.

OVERLAPPING CLAIMS

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General	1
Nunavik Inuit/Nunavut Inuit Overlap ...	1
Nunavik Inuit/Crees of Eeyou Istchee Overlap	1
Nunavik Inuit/Labrador Inuit Overlap ...	2
Other Aboriginal Peoples	2

GENERAL

The Nunavik Inuit Land Claims Agreement (the Agreement) reflects the achievement of successful overlap agreements between the Nunavik Inuit and each of three other Aboriginal groups: the Nunavut Inuit, the Crees of Eeyou Istchee and the Labrador Inuit.

In 2000, the Standing Senate Committee on Aboriginal Peoples, in light of the *Nisga'a Final Agreement Act*, also gave some guidance on the issue of overlap agreements. The Committee "strongly urged the federal government and its negotiating partners to pursue vigorously all means at their disposal to ensure that overlap issues are resolved to the satisfaction of concerned First Nations prior to the conclusion of future land claim agreements."

NUNAVIK INUIT/NUNAVUT INUIT OVERLAP

Article 40 of the Nunavut Land Claims Agreement (NLCA), reproduced as Article 27 of this Agreement, provides for the continuation of harvesting by Nunavut Inuit and Nunavik Inuit in areas traditionally used and occupied by both groups, regardless of land claims agreement boundaries; identifies areas of equal use and occupancy (see map in

Tab 6.1.e) and, with respect to such areas, provides for joint ownership of lands, sharing of wildlife and certain other benefits and participation in regimes for wildlife management, land use planning, impact assessment and water management; and promotes cooperation and good relations.

The overlap agreement was reached in October 1992, prior to the signing of the NLCA in May 1993.

Article 40 of the Nunavut Land Claims Agreement contemplated a permanent negotiated arrangement amongst the federal government, Nunavut Inuit and Nunavik Inuit. Until the parties reach an agreement, the existing arrangement in the Nunavut Land Claims Agreement will continue to apply in the areas of equal use and occupancy.

NUNAVIK INUIT/CREES OF EYYOU ISTCHEE OVERLAP

The overlap area with the Crees of Eeyou Istchee consists of the northern part of the Crees of Eeyou Istchee claim and the southern part of the Nunavik Inuit claim in the offshore James Bay and Hudson Bay marine area. On April 30, 2003, the two groups signed an overlap agreement in Whapmagoostui / Kuujjuaraapik, Québec. The overlap agreement and a specific article on overlap arrangements are incorporated into the Agreement.

Three adjacent zones have been created along the eastern coasts of Hudson and James Bay (see map, **Tab 6.1.f**):

- The Inuit Zone is the northernmost zone designated for the Nunavik Inuit, in which the Crees of Eeyou Istchee may harvest;
- The Joint Zone is shared by the two

- groups; and
- The Cree Zone is the southernmost zone, that will be owned exclusively by the Crees of Eeyou Istchee, in which the Nunavik Inuit may harvest. The Cree will own the lands in the Cree Zone except for several islands including Grass Island, Governor Island, Sam Island, and Seal Islands, which will be owned by Nunavik Inuit.

NUNAVIK INUIT/LABRADOR INUIT OVERLAP

Nunavik Inuit and Labrador Inuit share an overlap area of their two claims in Northern Labrador (see map, Tab 6.1.g), which also overlaps with the current boundaries of the Torngat Mountains National Park Reserve.

In 1998 the Federal Court of Canada ruled that the federal government had a duty to consult with Nunavik Inuit prior to establishing any Park Reserve in Northern Labrador. The Court also ruled that the federal government had a duty to negotiate Nunavik Inuit claims to aboriginal rights in Labrador prior to the establishment of the National Park.

In February 2003, Nunavik Inuit and Labrador Inuit submitted a joint proposal to the federal government to resolve overlap issues. Under this proposal, the Park Reserve would be recognized as a shared use area where both groups would share access to wildlife resources and would each negotiate a Park Impacts and Benefits Agreement.

Based on this proposal and subsequent negotiations, an overlap agreement was signed by Nunavik Inuit and Labrador Inuit on November 24, 2005. The Labrador Inuit Park Impacts and Benefits Agreement was concluded in January 2005 while the Nunavik

Inuit Park Impacts and Benefits Agreement was concluded on December 1, 2006 (refer to issue paper # 23 - *Torngat Mountains National Park*).

OTHER ABORIGINAL PEOPLES

Nothing in the Agreement, other than the overlap agreements with the Crees of Eeyou Istchee, the Nunavut Inuit and the Labrador Inuit, or in any legislation ratifying or implementing the terms of the Agreement, shall be construed to recognize or provide rights under s. 35 of the *Constitution Act, 1982* for any aboriginal peoples other than the Nunavik Inuit.

COMMERCIAL FISHING OFFSHORE LABRADOR

CONTENTS

Commercial Fishing Offshore Labrador . 1
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COMMERCIAL FISHING OFFSHORE LABRADOR

The Nunavik Inuit Land Claims Agreement (the Agreement) provides for commercial fishing opportunities for Nunavik Inuit offshore Labrador. The Minister of Fisheries and Oceans will offer Nunavik Inuit 10% of any new commercial fishing licences issued after the Agreement comes into effect for identified species in a defined fishing area off the Labrador coast.

In addition, the Minister of Fisheries and Oceans will offer the Nunavik Inuit 10% of any new commercial fishing licences (or, in the case of shrimp, one new licence or access by some other means to 8.8% of the quantity available to be harvested under any newly issued licences) issued after the Agreement comes into effect for identified species in an area adjacent to that fishing area in Canadian fisheries waters.

The Nunavik Inuit will also be offered 10% of any new licences issued after the Agreement comes into effect for aquatic plants in these areas.

All licences will be subject to laws of general application governing any other similar licence, such as licences held by any commercial fishing operator.

TORNGAT MOUNTAINS NATIONAL PARK

CONTENTS	
Torngat Mountains National Park Reserve	1
Torngat Mountains National Park	1
Parks Impacts and Benefits Agreement . .	1

TORNGAT MOUNTAINS NATIONAL PARK RESERVE

The Torngat Mountains National Park Reserve was created on December 1, 2005, the effective date of the Labrador Inuit Land Claims Agreement. At that time, the Nunavik Inuit still had an unresolved land claim to the area covered by the National Park and therefore it was established under the *Canada National Parks Act* as a National Park Reserve. Now, as a result of the Nunavik Inuit Land Claims Agreement (the Agreement) and resolution of overlapping issues between the Nunavik Inuit and the Labrador Inuit, the Torngat Mountains National Park Reserve will become the Torngat Mountains National Park on the effective date of the Agreement.

TORNGAT MOUNTAINS NATIONAL PARK

The legislation bringing the Agreement into effect will consequentially amend the *Canada National Parks Act* to create the Torngat Mountains National Park (the Park).

The Park is approximately 9700 square kilometres. It extends from Saglck Fjord in the south to the very northern tip of Labrador, and from the provincial boundary with Québec in the west to the Labrador Sea in the east. The Park protects an area of spectacular Arctic wilderness and is home to a variety of wildlife and numerous archaeological sites.

Nunavik Inuit will have a role in the cooperative management of the Park. The Torngat Wildlife and Plants Co-Management Board and the environmental assessment system from the Labrador Inuit Land Claims Agreement will apply to activities in the Park.

PARKS IMPACTS AND BENEFITS AGREEMENT

The Agreement gives the Nunavik Inuit certain rights and benefits in relation to the Park (economic opportunities, harvest rights, joint ownership of archaeological material and membership on the cooperative management board). The purpose of the Nunavik Inuit Park Impacts and Benefits Agreement is to provide for the administration and maintenance of the Park in a manner consistent with the Agreement, the *Canada National Parks Act*, the National Park Management Plan and the provisions of the Park Impacts and Benefits Agreement. It addresses matters in connection with the Park that might have a detrimental impact on Nunavik Inuit, such as the possible need for the emergency kill of polar bears, or that could reasonably confer a benefit on Nunavik Inuit. The Nunavik Inuit Land Claims Agreement fulfills the *Canada National Parks Act* requirement that all Aboriginal claims be settled so that the existing National Park Reserve can become a National Park.

MINISTERIAL POWER

CONTENTS	
General	1
Wildlife Board	1
Planning Commission	1
Impact Review Board	1
Protected Areas	2
Fisheries	2

GENERAL

Federal Ministers will be responsible for exercising certain Ministerial powers under the Nunavik Inuit Land Claims Agreement (the Agreement). These Ministerial powers apply primarily in the areas of board appointments, and the approval or rejection of plans and proposals by boards.

NUNAVIK MARINE REGION WILDLIFE BOARD

Nunavik Marine Region Wildlife Board

The appropriate federal Minister will appoint two members to the seven-member Nunavik Marine Region Wildlife Board (the Board). The appropriate federal and territorial Ministers will together appoint a chairperson from nominations provided by the other members of the Board.

Board decisions requiring Ministerial approval will be forwarded to the appropriate federal or territorial minister for acceptance or rejection. In cases of rejection, the Minister will provide written reasons for the rejection to the board who will have one further opportunity to reconsider its decision and resubmit to the Minister for a final acceptance or rejection.

NUNAVIK MARINE REGION PLANNING COMMISSION

The Minister of Indian Affairs and Northern Development will appoint members to the Nunavik Marine Region Planning Commission from the nominations provided by the federal government, Government of Nunavut and the Makivik Designated Organization.

The Minister Indian Affairs and Northern Development, in consultation with the Territorial Government Minister responsible for renewable resources, will also appoint a chairperson from nominations provided by the other members.

Land use plans will be submitted to the Minister of Indian Affairs and Northern Development and the Territorial Government Minister responsible for renewable resources. The Ministers will accept the plan or refer it back to the Commission with written reasons for reconsideration. The commission may resubmit the plan for the Minister's final consideration.

NUNAVIK MARINE REGION IMPACT REVIEW BOARD

The appropriate federal Minister will appoint three members to the five-member Nunavik Marine Region Impact Review Board, two of which will be from nominations by the Makivik Designated Organization.

The Minister Indian Affairs and Northern Development will also, in consultation with the Territorial Minister, appoint a further person as chairperson, from nominations provided by the federal appointments.

Environmental Assessment Panel

The Minister of the Environment will appoint members to a federal Environmental Assessment Panel in consultation with the Makivik Designated Organization and the Government of Nunavut as outlined in the Agreement.

After receiving a panel report on a project proposal, the Minister of Indian and Northern Affairs will make the report public and forward a copy to the Impact Review Board. The Board will review the report and submit its findings and conclusions to the Minister for a decision.

PROTECTED AREAS

The appropriate federal or territorial Minister and the appropriate Makivik Designated Organization will appoint an equal number of members to the advisory committee when a request to establish a joint management advisory committee for a protected area has been made.

The Minister of Indian and Northern Affairs can approve or reject management plans for protected areas.

The appropriate federal Minister can decide the contents of a management plan, recommend terms of a marine protected area agreement, and decide the terms of an Impact and Benefit Agreement only if Makivik and the federal government cannot reach consensus and have failed any conciliation attempts.

FISHERIES

The federal Minister responsible for fisheries will issue any licenses required for commercial operations to be undertaken by

Nunavik Inuit in the Nunavik Marine Region as outlined in the Agreement.

The Minister will establish the total allowable catch of shrimp and turbot in the Southern Davis Strait, and shrimp only in the Northern Davis Strait for the Nunavik Inuit. If there is an increase in the total allowable catch, the Minister will provide access through a fishing license to a Makivik Designated Organization.

Offshore Labrador

The Minister of Fisheries and Oceans will offer Nunavik Inuit a percentage of new commercial fishing licences for certain species of fish and aquatic plants in a defined fishing area off the Labrador coast, as well as in an area adjacent to that fishing area.

Should a new system for allocating commercial opportunities for fish and aquatic plants be established, the Minister of Fisheries and Oceans will offer Nunavik Inuit participation in the new system under terms that are at least as favourable as those of the current system.

TRANSITIONAL TIME LINES

CONTENTS	
General	1
Enrolment	1
Implementation	1
Appointments	1
Lands	2
Financial Arrangements	2

GENERAL

Most provisions of the Nunavik Inuit Land Claims Agreement (the Agreement) will take effect on the date the proposed Nunavik Inuit Land Claims Agreement Act comes into force. This date will be set by the Governor-in-Council in consultation with Makivik following passage of the Act by Parliament.

ENROLMENT

On the effective date of the proposed Nunavik Inuit Land Claims Agreement Act (the proposed Act), Makivik will designate a Registrar to establish and maintain the Nunavik Inuit Land Claims Agreement Enrolment List.

IMPLEMENTATION

The Nunavik Inuit Land Claims Agreement Implementation Plan was signed on December 1, 2006, the same date as the Agreement. It outlines the roles, responsibilities and obligations of the parties under the Agreement.

An Implementation Committee will be established within three months of the effective date of the proposed Act. The Implementation Committee will oversee, monitor and report on implementation. It will be composed of three senior officials, one

representing the federal government, one representing the Government of Nunavut and one representing Makivik.

APPOINTMENTS

Members must be appointed to several institutions of public government established under the Agreement. Planning for these appointments will begin prior to the effective date of the proposed Act so that the bodies will be ready to operate immediately upon the coming into force of the legislation.

Nunavik Marine Region Wildlife Board

A Nunavik Marine Region Wildlife Board (the Wildlife Board) will be established on the effective date of the proposed Act. The Wildlife Board will be the main instrument of wildlife management in the Nunavik Marine Region and the main regulator of access to wildlife. It will consist of seven members: three appointed by Makivik, two appointed by the federal government, one appointed by the Government of Nunavut and a chairperson jointly determined by the federal government, in consultation with the Government of Nunavut from among nominations provided by the other members.

Nunavik Marine Region Planning Commission

The Nunavik Marine Region Planning Commission will be established to:

- establish planning policies, objectives and goals for the Nunavik Marine Region, in conjunction with the federal and territorial governments; and
- develop land use plans for resource use and development in the Nunavik Marine Region.

Government and the Makivik Designated Organization will nominate an equal number of members, to be appointed by the Minister of Indian Affairs and Northern Development. The Minister of Indian Affairs and Northern Development will appoint a further person as chairperson, from nominations provided by the other members.

Nunavik Marine Region Impact Review Board

A Nunavik Marine Region Impact Review Board (the Impact Review Board) will be established to:

- screen project proposals to determine whether a review is required;
- review impacts of project proposals; and
- monitor projects.

The Impact Review Board will be comprised of five members: three appointed by the federal government (two upon nomination of the Makivik Designated Organization), one by the Government of Nunavut and a chairperson appointed by the federal government, in consultation with the territorial government, from nominations provided by the federal appointments.

LANDS

Upon ratification of the Agreement, fee simple title to almost 80% of the islands in the Nunavik Marine Region will transfer to the Makivik Designated Organization, to be held for and on behalf of all Nunavik Inuit. The total land mass will make up approximately 5100 square kilometers and include surface and subsurface rights in this area. An additional area of approximately 400 square kilometers of the offshore islands will be shared with the Québec Crees in the Joint Zone of the Overlap Area.

FINANCIAL ARRANGEMENTS

Resource Royalty Sharing

Resource royalty payments to the Nunavik Inuit will be calculated on the basis of amounts due to and received by the federal and/or territorial governments in respect of resources produced on their lands after the effective date of the proposed Act. Payments will occur quarterly on an as received basis.

Every calendar year, the Nunavik Inuit will be entitled to 50% of the first \$2 million of resource royalties, and 5% of any additional resource royalty, received by the federal and/or territorial governments in that year with respect to the Nunavik Marine Region (refer to issue paper # 15 - *Resource Royalty Sharing*).

Capital Transfers

The first capital transfer payment of \$6.5 million (2005\$) is due on the effective date of the proposed Act. Subsequent payments will be made on the anniversary of that date, for nine years (refer to issue paper #16 - *Capital Transfers*).

Implementation

Canada will make funding payments to Makivik and the Nunavik Inuit Trust totalling \$14.1 million (2005\$), due on the effective date of the proposed Act, to implement the Agreement including the resolution of Nunavik Inuit Claims in Labrador and offshore Labrador and for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve. Three payments of \$8.1 million each will be made over the three subsequent years on the anniversary of the effective date of the proposed Act.

As well, Canada will fund the one-time and

ongoing implementation costs of approximately \$5.5 million a year in the first ten years to support federal implementation funding obligations (refer to issue paper # 19 - *Implementation*).

Research Fund

The Wildlife Board will receive a one-time \$5 million research fund payment on the effective date of the proposed Act to assist it in carrying out its research functions.

Loan Repayment

Makivik will repay its negotiation loans (approximately \$12 million) over nine years according to a schedule set out in the Agreement. The federal government will be repaid by Makivik by reducing the annual capital transfer as set out in the Agreement.

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

REFERENCE MATERIALS

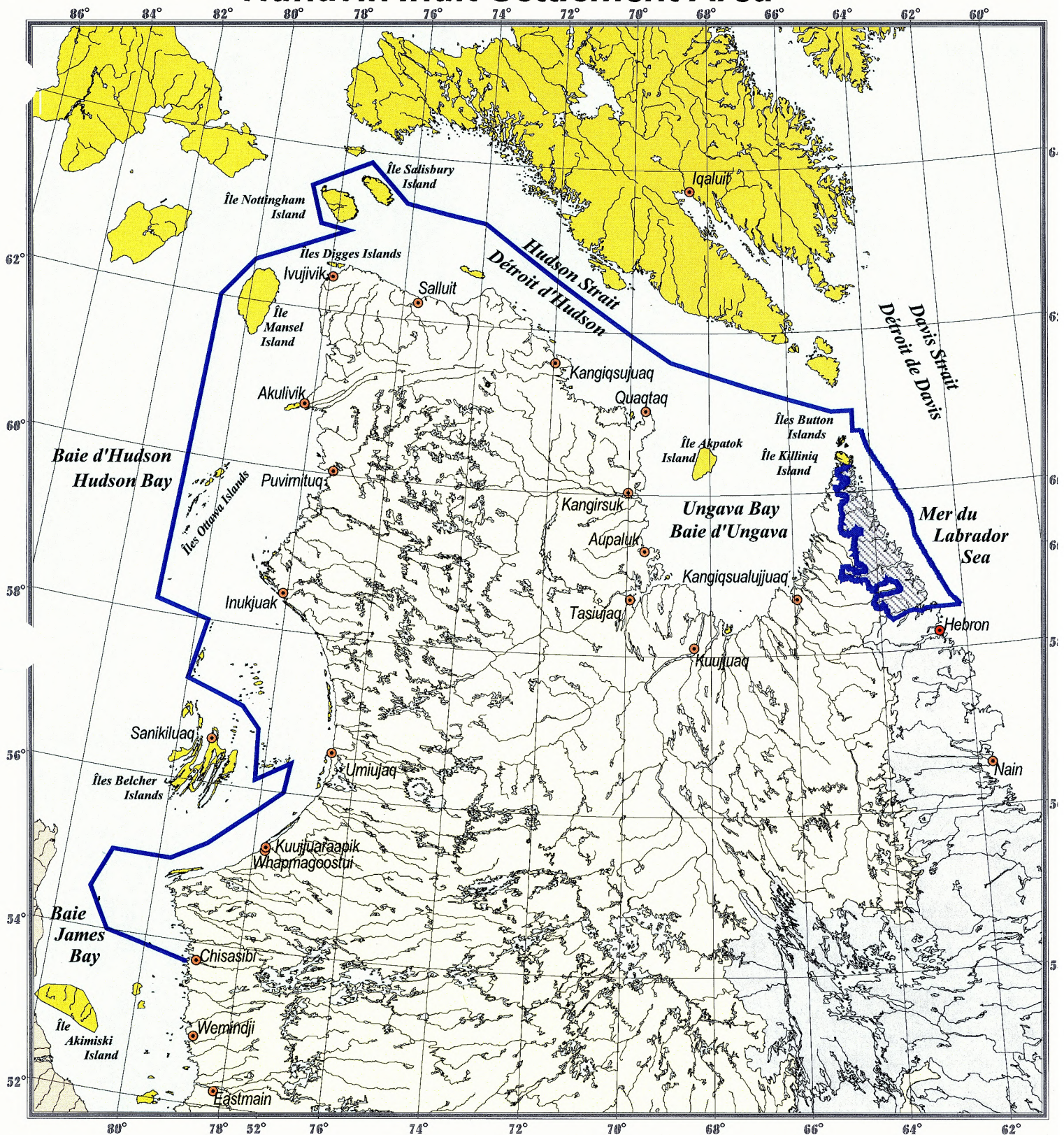
February, 2007

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Maps

February, 2007

Nunavik Inuit Settlement Area



Legend

- | | |
|---|---|
|  Nunavik Inuit Settlement Area | Provinces/Territories |
|  Community |  Newfoundland and Labrador |
|  Torngat Mountains National Park Reserve |  Nunavut |
|  Water |  Ontario |
| |  Québec |

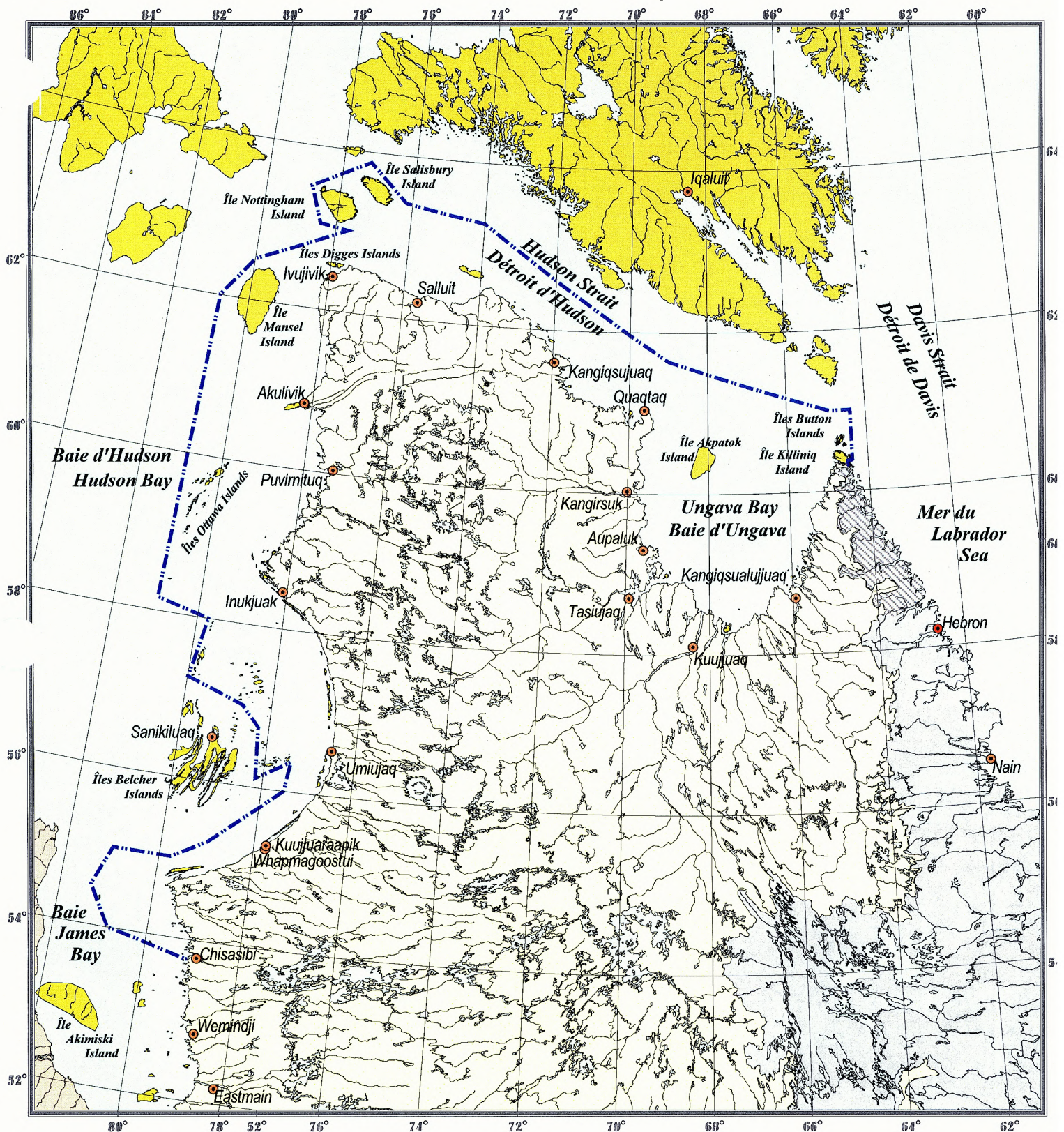
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Kilomètres

Approximate Scale
1:7,000,000



Prepared for illustrative purposes only.

Nunavik Marine Region



Legend

--- Nunavik Marine Region

• Community

▨ Torngat Mountains National Park Reserve

□ Water

Provinces/Territories

□ Newfoundland and Labrador

■ Nunavut

■ Ontario

■ Québec

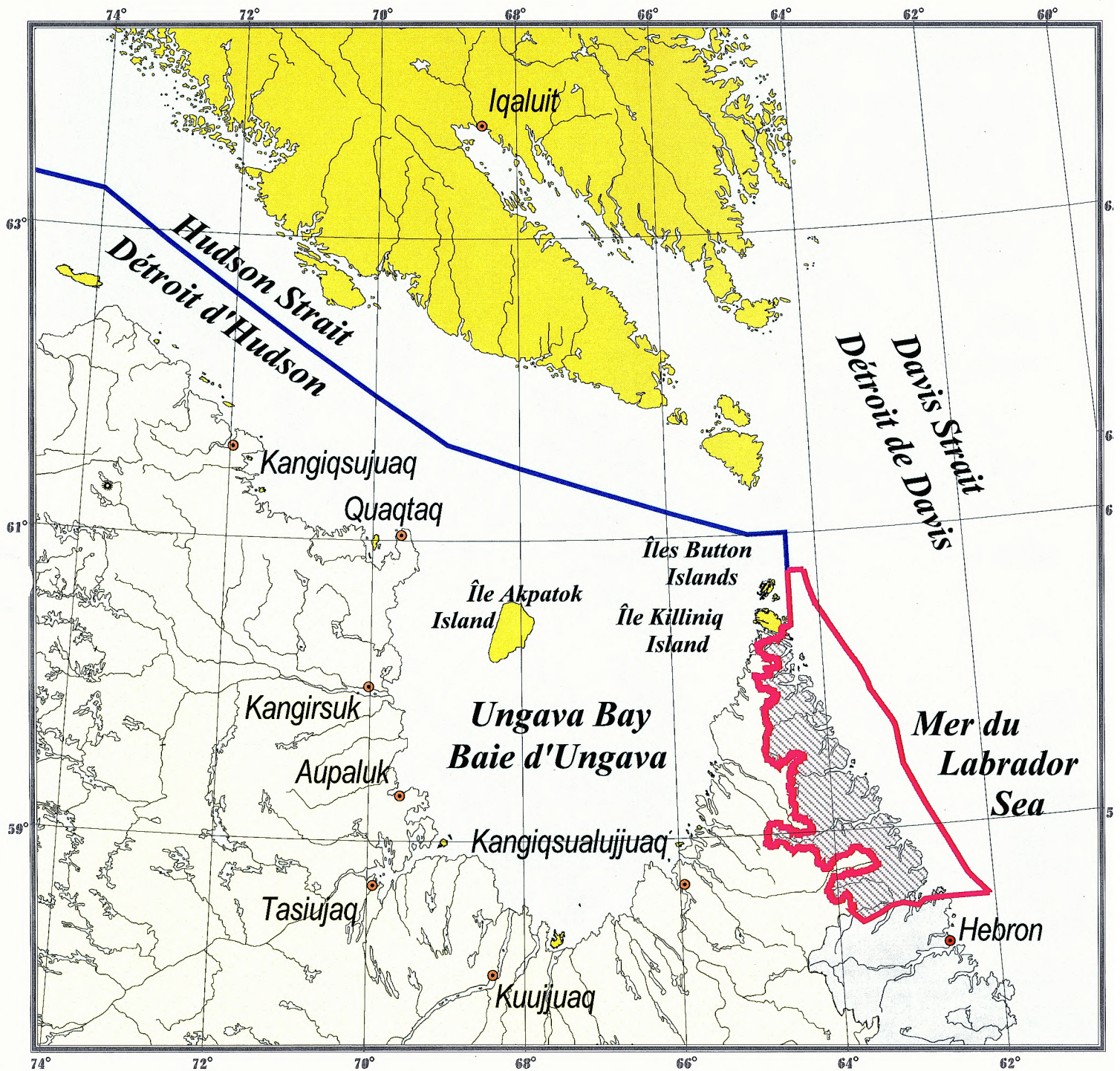
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Kilomètres

Approximate Scale
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Prepared for illustrative purposes only.

Labrador Inuit Settlement Area Portion of the Nunavik Inuit/Labrador Inuit Overlap Area



Legend

- | | |
|---|---|
| — LISA Portion of NISA | Provinces/Territories |
| ● Community | Newfoundland and Labrador |
| Torngat Mountains National Park Reserve | Nunavut |
| | Québec |

50 0 50 100 150 Kilometers
Kilomètres

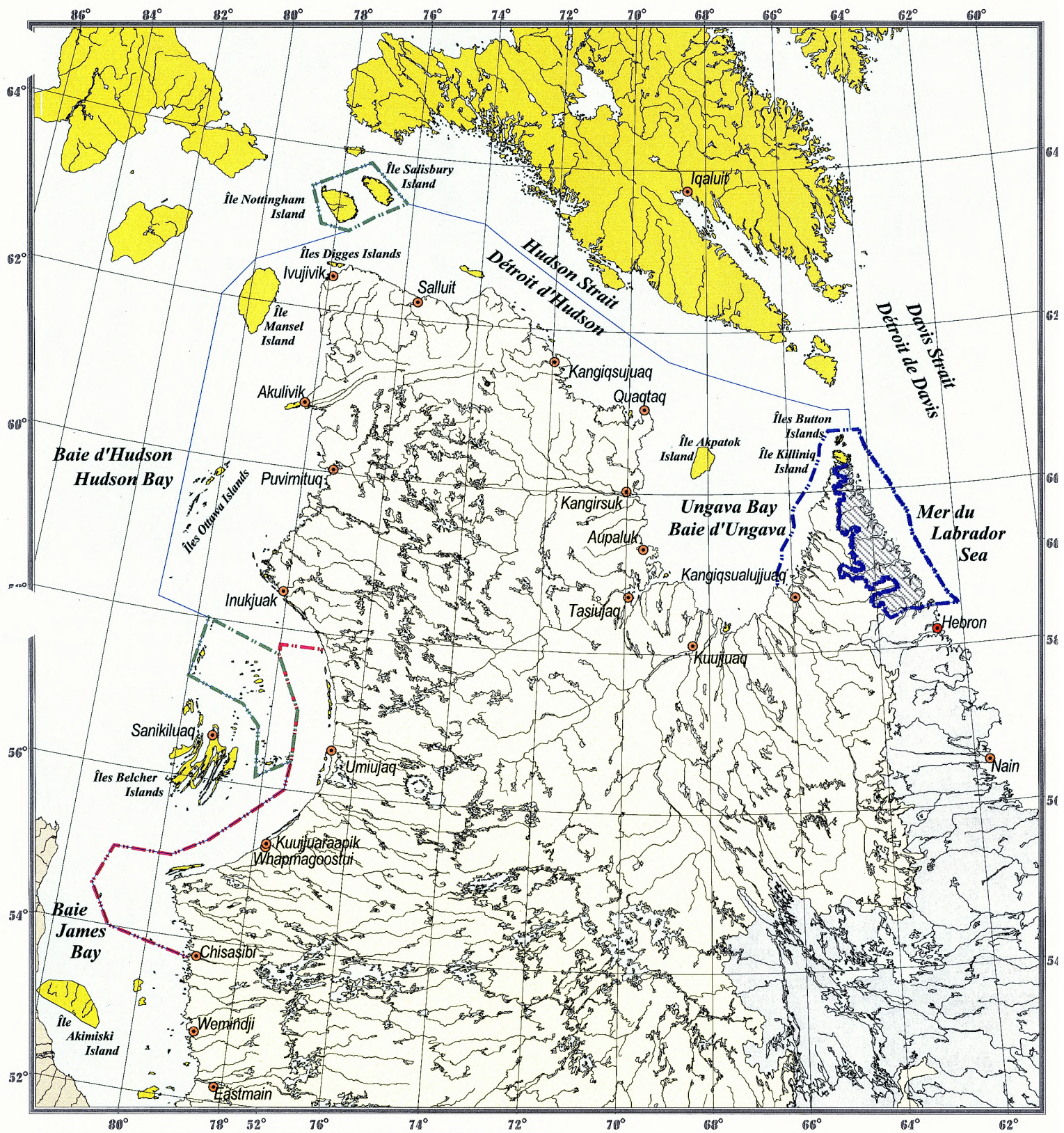
Approximate Scale
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Prepared for illustrative purposes only.

D

Nunavik Inuit Settlement Area Overlaps



Legend

Nunavik Inuit Settlement Area Overlaps

- Nunavik Inuit and Crees of Eeyou Istchee Overlap
- Nunavik Inuit and Nunavut Inuit Overlap
- Nunavik Inuit and Labrador Inuit Overlap
- Nunavik Inuit Settlement Area
- Community

 Torngat Mountains National Park Reserve

Provinces/Territories

- Newfoundland and Labrador
- Nunavut
- Ontario
- Québec

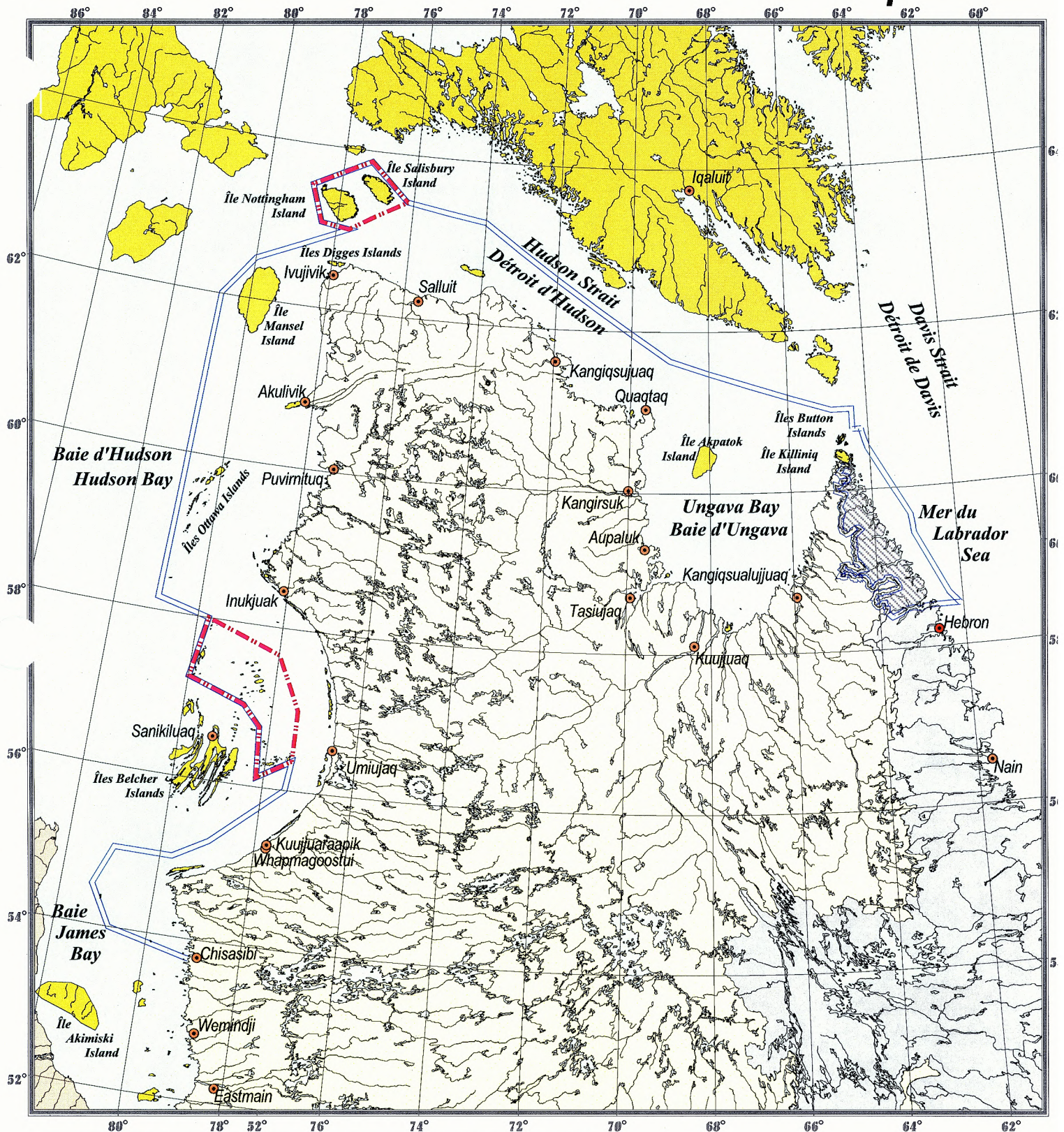
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Kilomètres

Approximate Scale
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Prepared for illustrative purposes only.

Nunavik Inuit and Nunavut Inuit Overlap



Legend

- - - - - Nunavik Inuit and Nunavut Inuit Overlap
- Nunavik Inuit Settlement Area Boundary
- Torngat Mountains National Park Reserve
- Community

Provinces/Territories

- Newfoundland and Labrador
- Nunavut
- Ontario
- Québec

100 0 100 200 300 Kilometers
Kilomètres

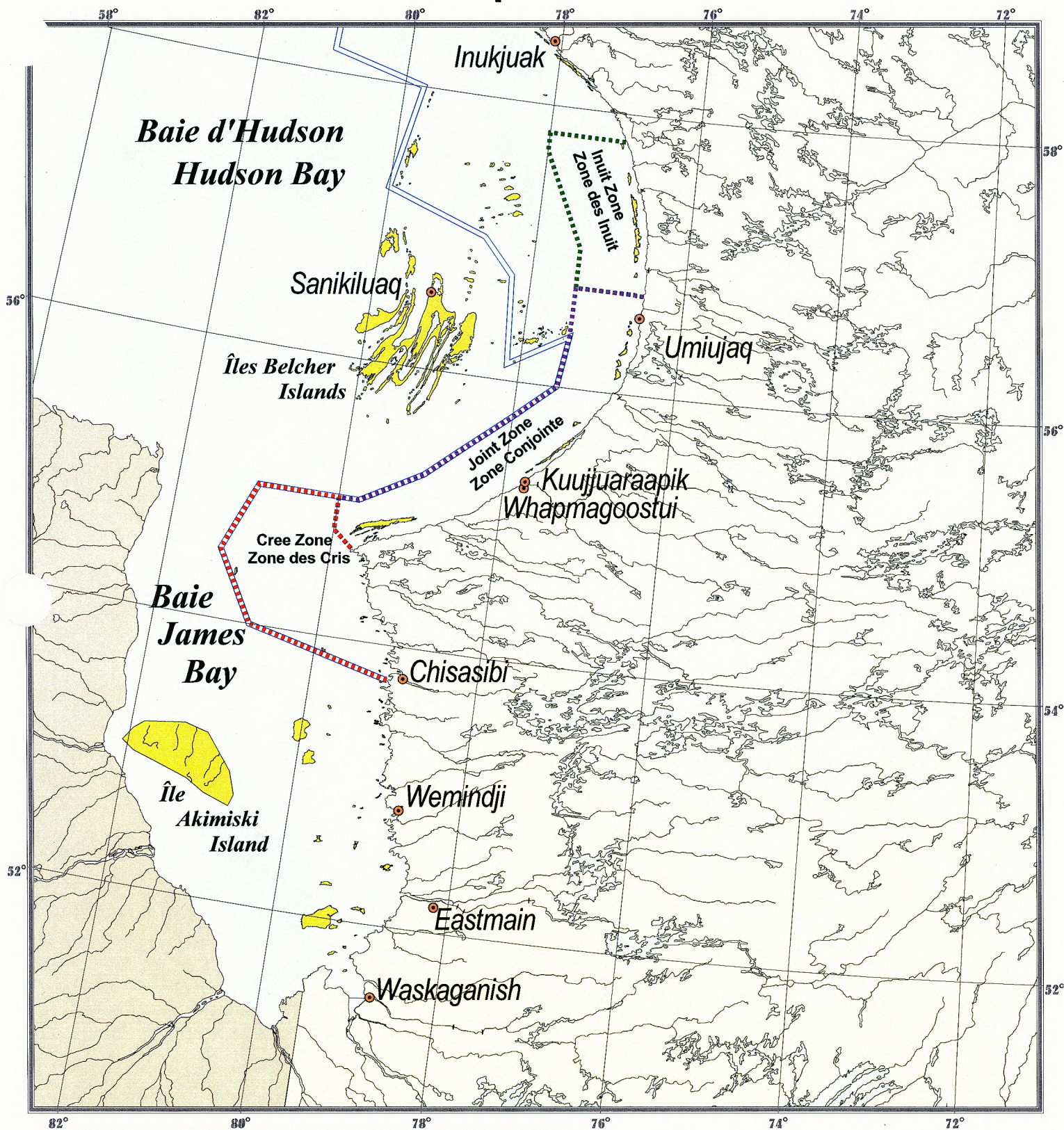
Approximate Scale
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Prepared for illustrative purposes only.

F

Nunavik Inuit and Crees of Eeyou Istchee Overlap Zones



Legend

Nunavik Inuit Settlement Area

Overlap Zones

- Cree
- Inuit
- Joint

Provinces/Territories

- Nunavut
- Ontario
- Québec
- Community

50 0 50 100 150 Kilometers
Kilomètres

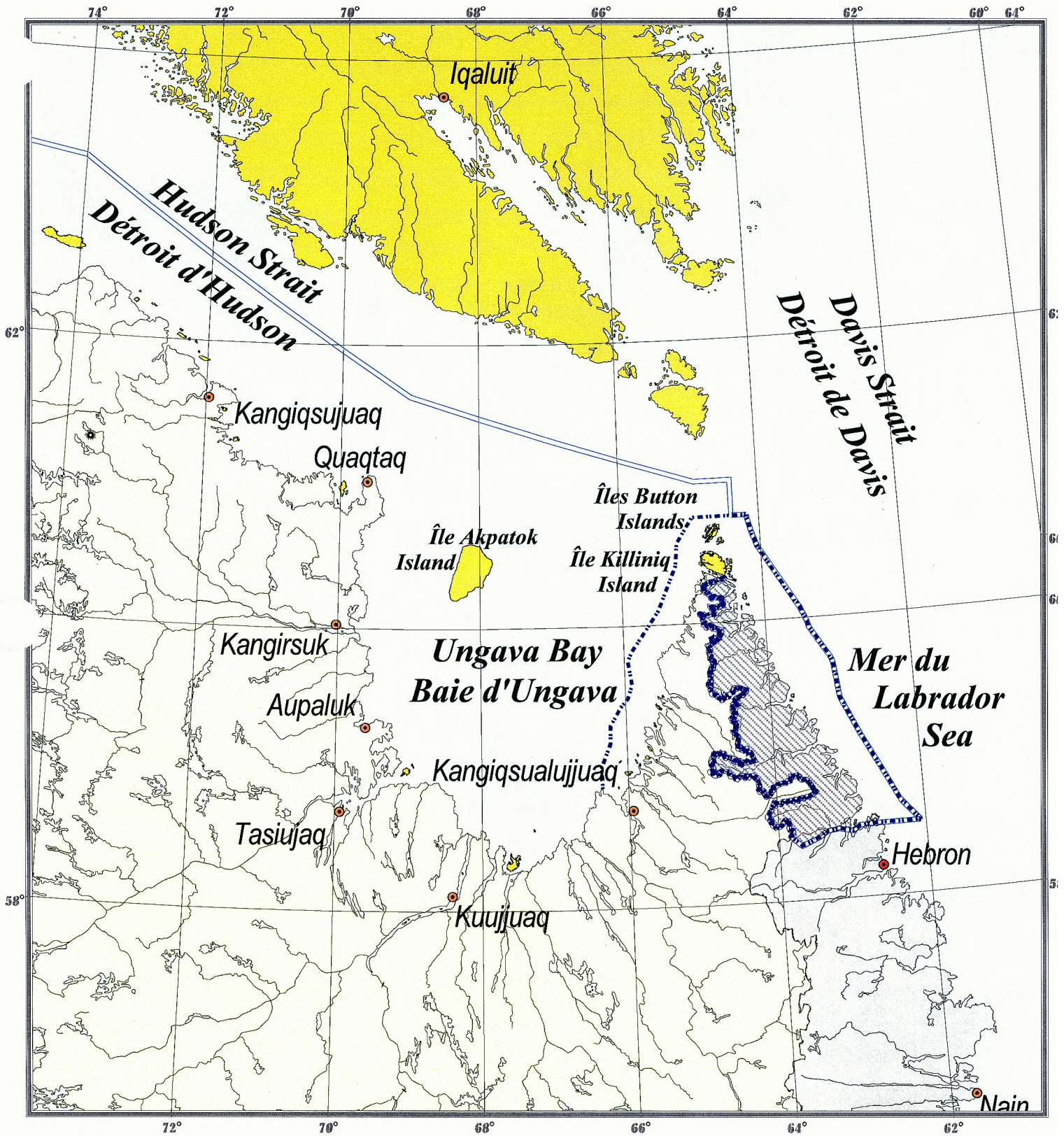
Approximate Scale
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Prepared for illustrative purposes only.

G

Nunavik Inuit and Labrador Inuit Overlap



Legend

- Nunavik Inuit Settlement Area
- - - Nunavik Inuit and Labrador Inuit Overlap
- Torngat Mountains National Park Reserve
- Community

- Provinces/Territories
- Newfoundland and Labrador
 - Nunavut
 - Québec

50 0 50 100 150 Kilometers
Kilomètres

Approximate Scale
1:4,000,000



Prepared for illustrative purposes only.

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

**Other Acts Referred to in the
Proposed Nunavik Inuit Land Claims Agreement Act**

February, 2007

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

An Act respecting the Makivik Corporation
R.S.Q. c. S-18.1

February, 2007

Quebec >> Statutes and Regulations >> R.S.Q. c. S-18.1 >> Complete text

Citation: Makivik Corporation, An Act respecting the, R.S.Q. c. S-18.1

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Information about this text

Consolidation: Updated to 6 November 2006

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Updated to 6 November 2006

R.S.Q., chapter S-18.1

AN ACT RESPECTING THE MAKIVIK CORPORATION

DIVISION I

INTERPRETATION

Definitions:

1. In this Act, unless the context indicates otherwise,

“Inuit community”;

(a) “Inuit community” means one of the existing Inuit communities of Kangiqsualujjuaq, Kuujjuaq, Tasiujaq, Aupaluk, Kangirsuk, Quaqtaq, Kangiqsujaq, Salluit, Ivujivik, Akulivik, Puvirnituq, Inukjuak, Umiujaq, Kuujjuaraapik, Chisasibi and Killiniq (Port Burwell), and any Inuit community formed after 1 May 2006 and recognized by the Government;

“board of directors” or “board”;

(b) “board of directors” or “board” means the board of directors created by section 15;

“Agreement”;

(c) “Agreement” means the Agreement contemplated in section 1 of the Act

approving the Agreement concerning James Bay and Northern Québec
(chapter C-67);

“Inuit”;

(d) “Inuit” means the Inuit beneficiaries under the Act respecting Cree, Inuit
and Naskapi Native persons (chapter A-33.1);

“Corporation”;

(e) “Corporation” means the Corporation established by section 2.

1978, c. 91, s. 1; 2006, c. 28, s. 22.

DIVISION II

INCORPORATION AND OBJECTS OF THE CORPORATION

Constitution. Name.

2. A legal person is constituted under the name of “Société Makivik”.

Alternate name.

It may also be designated in Inuttituut and in English as “Makivik
Corporation”.

1978, c. 91, s. 2; 1999, c. 40, s. 296.

Members.

3. Only the Inuit beneficiaries under the Act respecting Cree, Inuit and
Naskapi Native persons (chapter A-33.1) are or may be members of the
Corporation.

1978, c. 91, s. 3.

Non-profit association.

4. The Corporation is a non-profit association without share capital and
without pecuniary gain for its members; it is governed, subject to the
provisions of this Act, by Part III of the Companies Act (Revised Statutes,
1964, chapter 271) as it exists on 28 June 1978, save that the enumeration
in section 220 of the said Act of sections which do not apply to the
Corporation reads as follows: sections 1 to 17 and 23 to 27, paragraph q of
section 29, sections 34 to 40, 42 to 73, 76 to 79, 81, the first three
paragraphs of section 83, sections 84 and 85, subsection 3 of section 86,

paragraphs *a* and *b* of subsection 2 of section 88, sections 89 to 91, paragraphs *j* and *k* of subsection 3 of section 95, section 99, subsection 2 of section 100, paragraphs *d* and *e* of subsection 1 and subsection 2 of section 101, and sections 117 and 119.

1978, c. 91, s. 4.

Objects.

5. The objects of the Corporation are:

(*a*) to receive, administer, use and invest the part, intended for the Inuit, of the compensation provided for in subsections 25.1 and 25.2 of the Agreement and the revenues therefrom, as well as all its other funds, in accordance with this Act;

(*b*) to relieve poverty and to promote the welfare and the advancement of education of the Inuit;

(*c*) to develop and improve the Inuit communities and to improve their means of action;

(*d*) to exercise the functions vested in it by other acts or the Agreement;

(*e*) to foster, promote, protect and assist in preserving the Inuit way of life, values and traditions.

1978, c. 91, s. 5.

Head office.

6. The Corporation shall have its head office in the Territory, within the meaning of this expression in the Act respecting Cree, Inuit and Naskapi Native persons (chapter A-33.1), at such place as it determines by by-law.

Coming into force.

Such by-law shall come into force upon its publications in the *Gazette officielle du Québec*.

1978, c. 91, s. 6.

DIVISION III

POWERS AND DUTIES OF THE CORPORATION

Duties.

7. The Corporation must,

(a) until 31 October 1997, invest directly or through one or more of its wholly owned legal persons constituted either by special Act of the National Assembly or under Québec laws of general application, at least 50 % of that part intended for the Inuit of the compensation provided for in subsection 25.1 of the Agreement, from time to time as it is received, in the investments described in the schedule;

(b) until 31 October 1987, invest directly or through one or more of its wholly owned legal persons constituted either by special Act of the National Assembly or under Québec laws of general application, at least 25 %, in addition to the minimum of 50 % contemplated in paragraph a, of that part intended for the Inuit of the compensation referred to in subsection 25.1 of the Agreement, from time to time as it is received, in the investments described in the Schedule.

1978, c. 91, s. 7; 1999, c. 40, s. 296.

Powers.

8. The Corporation may

(a) set aside or transfer to one or more of its wholly owned holding or venture capital legal persons constituted, either by special Act of the National Assembly or under Québec laws of general application, not more than 25 % of that part of the compensation intended for the Inuit referred to in subsection 25.1 of the Agreement, from time to time as it is received, for the following purposes:

(i) to assist in the creation, financing or development of businesses, resources, properties and industries belonging to the Inuit;

(ii) to initiate, expand and develop opportunities for the Inuit to participate in the economic development of their society through the application of their skills and capital; and

(iii) to invest in the securities of any legal person owning property or carrying on business intended to directly relate to the economic or other interests of the Inuit;

(b) set aside or transfer to one or more of its wholly owned or wholly controlled legal persons constituted, either by special Act of the National Assembly or under Québec laws of general application, or, with the approval of the Government, to some form of wholly owned or wholly controlled entity

not constituted as a legal person, any amount which, when added to the amount set aside or transferred pursuant to paragraph *a*, does not amount to more than 25 % of that part intended for the Inuit of the compensation referred to in subsection 25.1 of the Agreement, from time to time as it is received, that must be used exclusively for educational, community and other charitable activities of the Inuit;

(c) subject to sections 10 and 11, administer, conserve, invest, reinvest, distribute and use as it deems appropriate:

(i) all the revenues from the investment of the compensation mentioned hereunder;

(ii) any portion of the compensation mentioned hereunder that has not been set aside or transferred under paragraphs *a* and *b*;

(iii) any portion, intended for the Inuit beneficiaries, of the compensation contemplated in subsection 25.2 of the Agreement;

(iv) all its other funds;

(v) after the expiry of the periods referred to in paragraphs *a* and *b* of section 7, any portion of the compensation concerned;

(d) at its discretion, use its assets to reimburse the Northern Québec Inuit Association for debts contracted or expenses incurred by the latter for the general benefit of the Inuit before 28 June 1978.

1978, c. 91, s. 8; 1999, c. 40, s. 296.

Investment of compensation.

9. When, in accordance with section 7 or 8, the Corporation invests part of the compensation through legal persons or transfers part of it to partnerships, legal persons or other legal entities, these must invest these amounts or use them in accordance with the said sections.

1978, c. 91, s. 9; 1999, c. 40, s. 296.

Use of assets.

10. The Corporation and the legal entities referred to in sections 7 and 8 must use their assets exclusively for community purposes and other activities of general benefit to the Inuit; such assets shall not be distributed to an Inuit community except for its general benefit, and not for the individual benefit of any member of the Corporation.

1978, c. 91, s. 10.

Distribution of assets.

11. The Corporation and the legal entities contemplated in sections 7 and 8 shall not distribute their assets, in any manner whatsoever, to any individual as an entity distinct from the community, nor pay any dividend, make gifts or give any other benefit to such individual out of their assets.

1978, c. 91, s. 11.

Exempt from seizure.

12. The investments made pursuant to section 7 by the Corporation or the legal entities contemplated in the said section, and the securities of the said legal entities which are owned by the Corporation are exempt from seizure, save in respect of debts and obligations relating directly to such investments, and shall not be used as real security or alienated.

1978, c. 91, s. 12.

List of members.

13. The Corporation shall prepare each year a list of members and of major members arranged in alphabetical order and indicating the Inuit communities with which they are affiliated according to the register of Inuit beneficiaries maintained in accordance with the Act respecting Cree, Inuit and Naskapi Native persons (chapter A-33.1).

Right to consult.

Each member is entitled to consult this list as provided in the by-laws of the Corporation.

1978, c. 91, s. 13; 2006, c. 28, s. 23.

Financial statements.

14. Within the six months following the end of each of its first twenty fiscal years, the Corporation shall file copies of its audited financial statements with the minister responsible for the application of this Act and with the Minister of Indian Affairs and Northern Development.

1978, c. 91, s. 14.

DIVISION IV

THE BOARD OF DIRECTORS OF THE CORPORATION

Board of directors.

15. The affairs of the Corporation shall be managed by a board of directors consisting of not under seventeen nor over twenty-five persons.

Number of members.

Should the number of Inuit communities increase or decrease from the present level of fifteen, these minimum and maximum numbers will automatically be adjusted upwards or downwards, as the case may be, by the amount of that increase or decrease.

1978, c. 91, s. 15.

Representatives of Inuit communities.

16. The board of directors shall consist of at least one representative elected by each Inuit community. Each representative must, at the time of his election, be affiliated with the community that he represents, in accordance with the Act respecting Cree, Inuit and Naskapi Native persons (chapter A-33.1), and be ordinarily resident therein.

1978, c. 91, s. 16.

Provisional representatives.

17. Until 31 October 1985, the board of directors shall include three representatives appointed, after consultation with the other members of the board, by the governmental authorities, namely, two representatives by the Gouvernement du Québec and one by the Minister of Indian Affairs and Northern Development. These members have the status of members of the board but receive no remuneration or reimbursement of expenses from the Corporation.

End of term.

Such representatives may remain in office until 31 October 1987 upon the affirmative vote of four other members of the board, at a meeting of the board of directors duly convened to consider the question.

1978, c. 91, s. 17.

Election.

18. The election of the members of the board other than the representatives of the Inuit communities elected in accordance with section 16 takes place at the time and in the manner prescribed in the by-laws of the Corporation or, failing such by-laws, at the annual general meeting of the members of the Corporation.

1978, c. 91, s. 18; 1987, c. 55, s. 1.

Qualifications of members.

19. All members of the board must be major and, save for the representatives of the Government appointed in accordance with section 17, must be members of the Corporation.

1978, c. 91, s. 19.

Term of office.

20. The term of each member of the board of directors contemplated in sections 16 and 17 commences at the termination of the annual general meeting immediately following his election or appointment, as the case may be.

Term of office.

The term of each member contemplated in section 18 commences at the time prescribed in the by-laws of the Corporation or, if he is elected at the annual general meeting, at the termination of the meeting.

Term of office.

Such term shall not exceed three years in the case of elected members and two years in the case of representatives of the Government appointed in accordance with section 17.

1978, c. 91, s. 20; 1987, c. 55, s. 2.

Vacancy.

21. Should any of the Inuit communities fail to elect a representative to the board of directors, or should an insufficient number of the representatives contemplated in section 18 be elected to the board, or should the representatives mentioned in section 17 not be appointed, a vacancy on the board of directors exists until an election or appointment is made as provided for in sections 16 to 20.

1978, c. 91, s. 21; 1987, c. 55, s. 3.

Filling vacancies.

22. Save as provided in section 21, vacancies on the board of directors shall be filled as follows:

(a) should the unexpired portion of the term of any member elected by an Inuit community exceed one year, elections must be held in this community in the manner provided for in section 27; otherwise, the remaining directors may fill such vacancy by appointing to the council a person who must, at the moment of his appointment, be affiliated with the Inuit community that he represents and be ordinarily resident therein;

(a .1) any vacancy created by a member of the board elected at the time and in the manner prescribed in the by-laws of the Corporation shall be filled in the manner prescribed in the by-laws;

(b) should the unexpired portion of the term of any such member elected at an annual general meeting exceed one year, reckoned from the date of the next annual general meeting of members, an election for his replacement shall be held at such meeting; in the meantime, the remaining directors fill the vacancy until the termination of the next annual general meeting of members;

(c) should the unexpired term of any such member contemplated in paragraph *b* be less than one year, reckoned from the date of the next annual general meeting of members, the remaining directors fill the vacancy;

(d) vacancies created by representatives appointed in accordance with section 17 shall be filled by those who made the appointment.

The members of the board of directors contemplated in subparagraphs *a*, *b*, *c* and *d* so elected or appointed, save in the case of an appointment made by the members of the board pursuant to paragraph *b*, remain in office for the unexpired portion of the term of the members they replace.

1978, c. 91, s. 22; 1987, c. 55, s. 4.

Term of office.

23. Where a vacancy is filled, the term commences either on the date a member representing an Inuit community is elected, in the case of a representative of a community at the time prescribed in the by-laws of the Corporation in the case of a member elected at the time and in the manner prescribed in the by-laws, or at the termination of the annual general meeting in the case of a member elected at such a meeting or on the date of appointment in the case of a member appointed in accordance with section

17 or appointed by the other members of the board of directors to fill the vacancy.

1978, c. 91, s. 23; 1987, c. 55, s. 5.

Quorum.

24. The quorum for meetings of the board of directors is a majority of the elected or appointed members, representing at least two-thirds of the Inuit communities who have elected representatives to the board of directors.

1978, c. 91, s. 24.

Notice.

25. Seven days prior notice must be given to each member of the board of directors in respect of any meeting of the board requiring notice. Such notice may be given in writing, by telephone, by telex or by any other means of telecommunication.

1978, c. 91, s. 25.

By-laws.

26. Subject to this Act, the by-laws of the Corporation may provide for:

- (a) the number of members of the board of directors;
- (b) the term of office of each member of the board of directors, not including Government representatives appointed in accordance with section 17, so as to provide for the election by turns of a given number of members each year following the first election of directors;
- (c) the period during which elections for the representatives of each Inuit community to the board of directors must be held;
- (d) the quorum at meetings of the board of directors;
- (e) the quorum at meetings of members and the method of reimbursement of the expenses incurred by the representatives of each Inuit community because of their participation in these meetings;
- (f) the percentage of votes required to validly elect a representative of each Inuit community to the board of directors;
- (g) the terms and conditions governing the use of the assets of the Corporation;

(h) the time and manner of election of the members of the board contemplated in section 18; in this case, the by-laws shall prescribe the manner of filling a vacancy created by one of these members and the time of commencement of the term of office of these members.

Amendments.

Any amendment to the foregoing by-laws, except those concerning matters referred to in subparagraph *h*, comes into force only upon ratification by special resolution adopted by a majority of at least two-thirds of the votes from the major members of the Corporation having voted in person or by proxy at a meeting of the members duly summoned to examine that resolution.

1978, c. 91, s. 26; 1987, c. 55, s. 6.

DIVISION V

ELECTIONS

Elections.

27. When required, elections for representatives of each Inuit community to the board of directors are held in each community during the ninety-day period preceding the date fixed for the annual general meeting of the members or during the ninety-day period following the creation of any vacancy on the board of directors which must be filled by election in accordance with paragraph *a* of section 22.

1978, c. 91, s. 27.

Supervision.

28. The elections provided for in section 27 shall be held under the supervision of a returning officer appointed by the board. A member of the board cannot be returning officer.

1978, c. 91, s. 28.

Persons entitled to vote.

29. Only major Inuit members affiliated with each Inuit community, in accordance with the Act respecting Cree, Inuit and Naskapi Native persons (chapter A-33.1), may vote in the election of a representative of such community to the board. Each major member has only one vote and may

vote in person or by proxy. Only a member entitled to vote may act as proxy.

Number of procurations.

For the purpose of the application of this Act, no one may hold more than ten procurations.

1978, c. 91, s. 29.

Voting continues.

30. Voting at an election held in an Inuit community continues until a candidate receives the majority of the votes cast.

1978, c. 91, s. 30.

Validity.

31. The election for the representative of an Inuit Community is not valid unless at least fifteen per cent of the members entitled to vote have voted in person or by proxy.

1978, c. 91, s. 31.

DIVISION VI

GENERAL MEETINGS OF MEMBERS

Date.

32. The annual general meeting of members of the Corporation shall be held within six months after the fiscal year end of the Corporation.

1978, c. 91, s. 32.

Persons entitled to vote.

33. Only a major member may vote at general meetings of the Corporation and each member has only one vote; such vote may be made in person or by proxy; only a major member may act as proxy.

1978, c. 91, s. 33.

Quorum.

34. A quorum at general meetings of members is formed of the major

members present in person who are affiliated with an Inuit community in accordance with the Act respecting Cree, Inuit and Naskapi Native persons (chapter A-33.1); that quorum is thirty-five members representing at least two-thirds of the Inuit communities that have elected representatives to the board.

1978, c. 91, s. 34.

Expenses.

35. The Corporation shall provide the funds necessary to cover the justifiable expenses incurred in attending any general meeting of at least two representatives from each Inuit community.

1978, c. 91, s. 35.

DIVISION VII

TRANSITIONAL PERIOD PROVISIONS

Provisional board of directors.

36. From 28 June 1978 until the termination of the first annual general meeting of members, a provisional board of directors, consisting of twenty-four persons, is constituted as follows: one representative of each Inuit community is appointed at a meeting of the community council or local authority of each of the fifteen existing Inuit communities, two representatives may be appointed by the Northern Québec Inuit Association, four members may be appointed by the Fédération des coopératives du Nouveau-Québec, and three other representatives are appointed in accordance with section 17.

Vacancy.

Should any member of the provisional board of directors not be appointed in accordance with the preceding paragraph, a vacancy remains on the board until an appointment is made.

Filling vacancies.

The remaining members of the board fill vacancies other than those provided for in the preceding paragraph, in the case of representatives already appointed by the community councils and the Northern Québec Inuit Association. Vacancies created by representatives appointed in accordance with section 17 shall be filled by the person who made the appointment.

Term of office.

The term of members of the provisional board of directors so appointed or appointed as substitutes commences on the date of their appointment.

1978, c. 91, s. 36.

Deposit of compensation.

37. Until the termination of the first annual general meeting of members, the Corporation shall deposit the compensation contemplated in subsection 25.1 of the Agreement and intended for the Inuit with a Canadian chartered bank or a financial services cooperative carrying on business in Québec, and the revenues therefrom shall be received by the Corporation and managed and used by it in accordance with this Act. Until such meeting of members, the Corporation, in addition to the other restrictions contained in this Act, shall not:

(a) borrow any money in excess of the total of the accrued but unpaid interest which might at any time and from time to time be owing to the Corporation under Québec debentures issued to the Corporation pursuant to subsection 25.2 of the Agreement;

(b) anyway encumber any of its assets;

(c) make any agreement having a term in excess of one year or containing any commitment, financial or otherwise, that will not be fully discharged within such period.

1978, c. 91, s. 37; 2000, c. 29, s. 672.

Provisions applicable.

38. Subject to this division, the other divisions of this Act apply, with the necessary modifications, to the provisional board of directors. For that purpose, the reference,

(a) in section 16, to a representative elected by each of the Inuit communities is a reference to a representative appointed by each of the Inuit communities; and,

(b) in sections 24 and 34, to the majority of the Inuit communities who have elected representatives to the board of directors, is a reference to the majority of the Inuit communities who have appointed representatives to the board of directors.

1978, c. 91, s. 38.

DIVISION VIII

FINAL PROVISIONS

Winding-up or dissolution of Corporation.

39. No voluntary winding-up or dissolution of the Corporation may take place without prior government approval of the plan for distribution, after it has discharged its debts, of its assets to the Inuit communities for community purposes, other undertakings of general benefit to the Inuit or one or more prescribed charitable organizations contemplated in the Taxation Act (chapter I-3).

1978, c. 91, s. 39.

Right to accrued interest.

40. The Corporation is not entitled to the interest accrued, until 28 June 1978, on the part of the compensation referred to in subsection 25.1 of the Agreement and paid to the Northern Québec Inuit Association for the general benefit of the Inuit. The Northern Québec Inuit Association must, however, give an account to the Corporation of its use of such interest and remit to the latter the portion of such interest remaining at 28 June 1978.

1978, c. 91, s. 40.

Makivik Corporation.

41. The Makivik Corporation is the legal entity contemplated in subsections 1.11 and 27.01 of the Agreement. Every mention of the legal Inuit entity in the Agreement or in any other act or document to which the Government is a party designates the Makivik Corporation.

1978, c. 91, s. 41.

Payments.

41.1. The payments made to the Corporation by the Gouvernement du Québec in accordance with sections 2.2.3 and 2.5.1 of the Partnership Agreement on Economic and Community Development in Nunavik entered into on 9 April 2002 by the Gouvernement du Québec, the Makivik Corporation and the Kativik Regional Government, approved by Order in Council 645-2002 (2002, G.O. 2, 4231, in French), are not subject to any form of taxation, fee or levy.

2005, c. 46, s. 1.

Provisions not applicable.

42. Section 24 of the Act respecting the Ministère des Relations internationales (chapter M-25.1.1) and section 3.12 of the Act respecting the Ministère du Conseil exécutif (chapter M-30) do not apply to the Corporation, nor to the legal entities contemplated in sections 7 and 8.

1978, c. 91, s. 42; 1985, c. 30, s. 93; 1988, c. 41, s. 86; 1994, c. 15, s. 33; 1996, c. 21, s. 70.

Minister responsible.

43. The Government shall designate the minister responsible for the application of this Act.

1978, c. 91, s. 43.

The Minister for Native Affairs is responsible for the application of this Act. Order in Council 134-2005 dated 18 February 2005, (2005) 137 G.O. 2 (French), 882.

44. (Omitted).

1978, c. 91, s. 44.

45. (This section ceased to have effect on 17 April 1987).

1982, c. 21, s. 1; U. K., 1982, c. 11, Sch. B, Part I, s. 33.

SCHEDULE

(Section 7)

AUTHORIZED INVESTMENTS

(1) Bonds or other evidences of indebtedness issued or guaranteed by the government of Québec, of Canada or a province of Canada, of the United States of America or of any state thereof, by the International Bank for Reconstruction and Development, by a municipality or a school board in Canada, by the Comité de gestion de la taxe scolaire de l'île de Montréal, or by a "fabrique" in Québec;

(2) bonds or other evidences of indebtedness issued by a public authority having as its object the operation of a public service in Canada or any province thereof and entitled to impose a tariff for such service;

(3) bonds or other evidences of indebtedness secured by the transfer to a trustee of an undertaking by Canada or any province of Canada to pay sufficient subsidies to meet the interest and principal at their respective maturities;

(4) bonds or other evidences of indebtedness of a legal person that are fully secured by a first mortgage, charge or hypothec to a trustee or to the Corporation upon any, or any combination, of the following assets:

(i) landed property or leaseholds;

(ii) the plant or equipment of a legal person that is used in the transaction of business; and

(iii) bonds or other evidences of indebtedness, shares of a class authorized hereunder as investments, or cash balances, if such bonds, other evidences of indebtedness, shares or cash balances are held by a trustee;

and the inclusion, as additional security under the mortgage, charge or hypothec, of any other assets not of a class authorized hereunder as investments shall not render such bonds or other evidences of indebtedness ineligible as an investment;

(5) bonds or certificates issued by a trustee to finance the purchase of transportation equipment, for a legal person constituted in Canada or the United States, to be used on airlines, railways or public highways, if the bonds or certificates are fully secured by

(i) an assignment of the transportation equipment to, or the ownership thereof by, the trustee, and

(ii) a lease or conditional sale thereof by the trustee to the legal person;

(6) bonds or other evidences of indebtedness

(i) of a legal person if, at the date of investment, the preferred shares or the common shares of the legal person are authorized as investments by paragraph 8 or 9; or

(ii) of, or guaranteed by, a legal person whose total earnings for a period of five (5) years ended less than one year before the date of investment were at least ten (10) times, and in each of any four (4) of the five (5) years, were at least one and one-half times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by that legal person other than indebtedness classified as a current liability, under generally accepted accounting principles, in the balance sheet of the legal person; and if the

legal person at the date of investment owns directly or indirectly more than fifty per cent (50%) of the common shares of another legal person, the earnings of the legal persons during the said period of five (5) years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the legal persons shall be consolidated and such consolidated earnings and consolidated interest requirements shall be deemed to be the earnings and interest requirements of the legal person; and, for the purpose of this subparagraph, "earnings" means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability under generally accepted accounting principles;

(7) guaranteed investment certificates issued by a trust company constituted as a legal person in Canada if, at the date of investment, the common shares or the preferred shares of the trust company are authorized as investments by paragraph 8 or 9, certificates of deposit and bearer discount notes of any Canadian chartered bank or any financial services cooperative;

(8) the preferred shares of a legal person if

(i) the legal person has paid a dividend, in each of the five (5) years immediately preceding the date of investment, at least equal to the specified annual rate on all its preferred shares, or

(ii) the common shares of the Corporation are, at the date of investment, authorized as investments by paragraph 9;

(9) the fully paid common shares of a legal person that, during a period of five (5) years that ended less than one (1) year before the date of investment has either

(i) paid a dividend in each such year upon its common shares, or

(ii) had earnings in each such year available for the payment of a dividend upon its common shares, of at least four per cent (4%) of the average value at which the shares were carried in the capital account of the legal person during the year in which the dividend was paid or in which the legal person had earnings available for the payment of dividends, as the case may be;

(10) landed property or leaseholds for the production of income in Canada, if

(i) a lease of the landed property or leasehold is made to, or guaranteed by,

(A) the government of Canada or of any of the provinces, or an agency of the said governments, or

(B) a legal person, the preferred shares or common shares of which are, at

the date of investment, authorized as investments by paragraph 8 or 9,

(ii) the lease provides for a net revenue sufficient to yield a reasonable interest return during the period of the lease and to repay at least eighty-five per cent (85%) of the amount invested in the landed property or leasehold within the period of the lease but not exceeding thirty (30) years from the date of investment, and

(iii) the total investment of the Corporation hereunder in any one parcel of landed property or in any one leasehold does not exceed two per cent (2%) of the book value of the portion of the total assets of the Corporation relating to the compensation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise alienate or dispose of the landed property or leasehold;

(11) landed property or leaseholds for the production of income in Canada, if

(i) the landed property or leasehold has produced, in each of the three (3) years immediately preceding the date of investment, net revenue in an amount that, if continued in future years, would be sufficient to yield a reasonable interest return on the amount invested in the landed property or leasehold and to repay at least eighty-five per cent (85%) of that amount within the remaining economic lifetime of the improvements to the landed property or leasehold but not exceeding forty (40) years from the date of investment, and

(ii) the total investment of the Corporation hereunder in any one parcel of landed property or in any one leasehold does not exceed two per cent (2%) of the book value of the portion of the assets of the Corporation relating to the compensation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise alienate or dispose of the landed property or leasehold;

(12) debts secured by mortgages, charges and hypothecs, upon improved landed property or leaseholds in Canada, notwithstanding that the amount paid for such debts so secured by mortgage, charge or hypothec exceeds three-quarters of the value of the landed property or leasehold, if the loan for which the hypothec, mortgage or charge is security, is an approved loan or an insured loan under the National Housing Act (Revised Statutes of Canada, 1985, chapter N-11) or any equivalent provincial legislation;

(13) debts secured by hypothec or mortgage on landed property in Canada:

(i) if payment of principal and interest is guaranteed or assured by the government of Canada or of any province of Canada, or by any public

authority therein; or

(ii) if the hypothec or mortgage ranks first and the amount of the debt is not more than seventy-five per cent (75%) of the value of the landed property securing payment thereof;

(14) where the Corporation owns securities of a legal person and as a result of investments made hereunder and as a result of a *bona fide* arrangement for the reorganization or winding-up of the legal person or for the amalgamation of the legal person with another legal person, such securities are to be exchanged for bonds or other evidences of indebtedness or shares not authorized as investments by the foregoing provisions of this Schedule, the Corporation may accept such bonds or other evidences of indebtedness or shares;

(15) the total book value of the investments of the Corporation in common shares authorized in this Schedule shall not exceed fifty per cent (50%) of the book value of the portion of the assets of the Corporation relating to the compensation;

(16) the total book value of the investments of the Corporation in landed property or leaseholds for the production of income authorized in this Schedule shall not exceed ten per cent (10%) of the book value of the portion of the assets of the Corporation relating to the compensation;

(17) the Corporation shall not invest any of its funds in bonds or other evidences of indebtedness on which payment of principal or interest is in default;

(18) in order to secure total or partial payment of any amount owed to it, the Corporation may acquire and alienate the landed property which secures such payment, and such landed property is not subject to the restrictions prescribed in paragraph 10, 11 or 16;

(19) the Corporation may invest the funds described in section 8 of this Act otherwise than as authorized in this Schedule, provided that the total amount of such investment does not exceed seven per cent (7%) of the book value of the portion of the assets of the Corporation relating to the compensation and that, in the case of investment in landed property, the total landed property investment in a single undertaking does not exceed one per cent (1%) of the book value of the portion of the total assets of the Corporation relating to the compensation.

1978, c. 91, Schedule; 1988, c. 84, s. 682; 1996, c. 2, s. 926; 1999, c. 40, s. 296; 2000, c. 29, s. 673; 2002, c. 75, s. 33.

REPEAL SCHEDULE

In accordance with section 17 of the Act respecting the consolidation of the statutes and regulations (chapter R-3), chapter 91 of the statutes of 1978, in force on 1 June 1979, is repealed effective from the coming into force of chapter S-18.1 of the Revised Statutes.

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**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

**section 35 of the
*Constitution Act, 1982***

February, 2007

Operation of
exception

(2) An Act or a provision of an Act in respect of which a declaration made under this section is in effect shall have such operation as it would have but for the provision of this Charter referred to in the declaration.

Five year
limitation

(3) A declaration made under subsection (1) shall cease to have effect five years after it comes into force or on such earlier date as may be specified in the declaration.

Re-enactment

(4) Parliament or the legislature of a province may re-enact a declaration made under subsection (1).

Five year
limitation

(5) Subsection (3) applies in respect of a re-enactment made under subsection (4).

Citation

Citation

34. This Part may be cited as the *Canadian Charter of Rights and Freedoms*.

PART II

RIGHTS OF THE ABORIGINAL PEOPLES OF CANADA

Recognition of
existing
aboriginal and
treaty rights

35. (1) The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed.

Definition of
"aboriginal
peoples of
Canada"

(2) In this Act, "aboriginal peoples of Canada" includes the Indian, Inuit and Métis peoples of Canada.

Land claims
agreements

(3) For greater certainty, in subsection (1) "treaty rights" includes rights that now exist by way of land claims agreements or may be so acquired.

Aboriginal and
treaty rights are
guaranteed
equally to both
sexes

(4) Notwithstanding any other provision of this Act, the aboriginal and treaty rights referred to in subsection (1) are guaranteed equally to male and female persons. ⁽⁹⁴⁾

Commitment to
participation in
constitutional

35.1 The government of Canada and the provincial governments are committed to the principle that, before any amendment is made to

conference

Class 24 of section 91 of the "*Constitution Act, 1867*", to section 25 of this Act or to this Part,

- (a) a constitutional conference that includes in its agenda an item relating to the proposed amendment, composed of the Prime Minister of Canada and the first ministers of the provinces, will be convened by the Prime Minister of Canada; and
- (b) the Prime Minister of Canada will invite representatives of the aboriginal peoples of Canada to participate in the discussions on that item. ⁽⁹⁵⁾

PART III EQUALIZATION AND REGIONAL DISPARITIES

Commitment to
promote equal
opportunities

36. (1) Without altering the legislative authority of Parliament or of the provincial legislatures, or the rights of any of them with respect to the exercise of their legislative authority, Parliament and the legislatures, together with the government of Canada and the provincial governments, are committed to

- (a) promoting equal opportunities for the well-being of Canadians;
- (b) furthering economic development to reduce disparity in opportunities; and
- (c) providing essential public services of reasonable quality to all Canadians.

Commitment
respecting
public services

- (2) Parliament and the government of Canada are committed to the principle of making equalization payments to ensure that provincial governments have sufficient revenues to provide reasonably comparable levels of public services at reasonably comparable levels of taxation. ⁽⁹⁶⁾

PART IV CONSTITUTIONAL CONFERENCE

37. ⁽⁹⁷⁾

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Statutory Instruments Act

February, 2007

Statutory Instruments Act

S-22

An Act to provide for the examination, publication and scrutiny of regulations and other statutory instruments

SHORT TITLE

Short title

1. This Act may be cited as the *Statutory Instruments Act*.
1970-71-72, c. 38, s. 1.

INTERPRETATION

Definitions

2. (1) In this Act,

"prescribed"
Version anglaise
seulement

"prescribed" means prescribed by regulations made pursuant to this Act;

"regulation"
« règlement »

"regulation" means a statutory instrument

(a) made in the exercise of a legislative power conferred by or under an Act of Parliament, or

(b) for the contravention of which a penalty, fine or imprisonment is prescribed by or under an Act of Parliament,

and includes a rule, order or regulation governing the practice or procedure in any proceedings before a judicial or quasi-judicial body established by or under an Act of Parliament, and any instrument described as a regulation in any other Act of Parliament;

"regulation-making
authority"
« autorité
réglementante »

"regulation-making authority" means any authority authorized to make regulations and, with reference to any particular regulation or proposed regulation, means the authority that made or proposes to make the regulation;

"statutory
instrument"
« texte
réglementaire »

"statutory instrument"

(a) means any rule, order, regulation, ordinance, direction, form, tariff of costs or fees, letters patent, commission, warrant, proclamation, by-law, resolution or other instrument issued, made or

established

(i) in the execution of a power conferred by or under an Act of Parliament, by or under which that instrument is expressly authorized to be issued, made or established otherwise than by the conferring on any person or body of powers or functions in relation to a matter to which that instrument relates, or

(ii) by or under the authority of the Governor in Council, otherwise than in the execution of a power conferred by or under an Act of Parliament,

but

(b) does not include

(i) any instrument referred to in paragraph (a) and issued, made or established by a corporation incorporated by or under an Act of Parliament unless

(A) the instrument is a regulation and the corporation by which it is made is one that is ultimately accountable, through a Minister, to Parliament for the conduct of its affairs, or

(B) the instrument is one for the contravention of which a penalty, fine or imprisonment is prescribed by or under an Act of Parliament,

(ii) any instrument referred to in paragraph (a) and issued, made or established by a judicial or quasi-judicial body, unless the instrument is a rule, order or regulation governing the practice or procedure in proceedings before a judicial or quasi-judicial body established by or under an Act of Parliament,

(iii) any instrument referred to in paragraph (a) and in respect of which, or in respect of the production or other disclosure of which, any privilege exists by law or whose contents are limited to advice or information intended only for use or assistance in the making of a decision or the determination of policy, or in the ascertainment of any matter necessarily incidental thereto, or

(iv) an ordinance of the Northwest Territories, a law made by the Legislature of Yukon or the Legislature for Nunavut, a rule made by the Legislative Assembly of Yukon under section 16 of the *Yukon Act* or by the Legislative Assembly of Nunavut under section 21 of the *Nunavut Act* or any instrument issued, made or established under any such ordinance, law or rule.

Determination of whether certain instruments are regulations

(2) In applying the definition "regulation" in subsection (1) for the purpose of determining whether an instrument described in subparagraph (b)(i) of the definition "statutory instrument" in that subsection is a regulation, that instrument shall be deemed to be a

statutory instrument, and any instrument accordingly determined to be a regulation shall be deemed to be a regulation for all purposes of this Act.

R.S., 1985, c. S-22, s. 2; 1993, c. 28, s. 78; 1998, c. 15, s. 38; 2002, c. 7, s. 236.

EXAMINATION OF PROPOSED REGULATIONS

Proposed
regulations sent to
Clerk of Privy
Council

3. (1) Subject to any regulations made pursuant to paragraph 20 (a), where a regulation-making authority proposes to make a regulation, it shall cause to be forwarded to the Clerk of the Privy Council three copies of the proposed regulation in both official languages.

Examination

(2) On receipt by the Clerk of the Privy Council of copies of a proposed regulation pursuant to subsection (1), the Clerk of the Privy Council, in consultation with the Deputy Minister of Justice, shall examine the proposed regulation to ensure that

- (a) it is authorized by the statute pursuant to which it is to be made;
- (b) it does not constitute an unusual or unexpected use of the authority pursuant to which it is to be made;
- (c) it does not trespass unduly on existing rights and freedoms and is not, in any case, inconsistent with the purposes and provisions of the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights*; and
- (d) the form and draftsmanship of the proposed regulation are in accordance with established standards.

Advise regulation-
making authority

(3) When a proposed regulation has been examined as required by subsection (2), the Clerk of the Privy Council shall advise the regulation-making authority that the proposed regulation has been so examined and shall indicate any matter referred to in paragraph (2) (a), (b), (c) or (d) to which, in the opinion of the Deputy Minister of Justice, based on that examination, the attention of the regulation-making authority should be drawn.

Application

(4) Paragraph (2)(d) does not apply to any proposed rule, order or regulation governing the practice or procedure in proceedings before the Supreme Court of Canada, the Federal Court of Appeal, the Federal Court, the Tax Court of Canada or the Court Martial Appeal Court.

R.S., 1985, c. S-22, s. 3; R.S., 1985, c. 31 (1st Supp.), s. 94, c. 51 (4th Supp.), s. 22; 2002, c. 8, s. 174.

Doubt as to nature
of proposed
statutory instrument

4. Where any regulation-making authority or other authority responsible for the issue, making or establishment of a statutory instrument, or any person acting on behalf of such an authority, is

uncertain as to whether a proposed statutory instrument would be a regulation if it were issued, made or established by that authority, it or he shall cause a copy of the proposed statutory instrument to be forwarded to the Deputy Minister of Justice who shall determine whether or not the instrument would be a regulation if it were so issued, made or established.

1970-71-72, c. 38, s. 4.

TRANSMISSION AND REGISTRATION

Transmission of
regulations to Clerk
of Privy Council

5. (1) Subject to any regulations made pursuant to paragraph 20(b), every regulation-making authority shall, within seven days after making a regulation, transmit copies of the regulation in both official languages to the Clerk of the Privy Council for registration pursuant to section 6.

Copies to be
certified

(2) One copy of each of the official language versions of each regulation that is transmitted to the Clerk of the Privy Council pursuant to subsection (1), other than a regulation made or approved by the Governor in Council, shall be certified by the regulation-making authority to be a true copy thereof.

R.S., 1985, c. S-22, s. 5; R.S., 1985, c. 31 (4th Supp.), s. 102.

Registration of
statutory
instruments

6. Subject to subsection 7(1), the Clerk of the Privy Council shall register

- (a) every regulation transmitted to him pursuant to subsection 5(1);
- (b) every statutory instrument, other than a regulation, that is required by or under any Act of Parliament to be published in the *Canada Gazette* and is so published; and
- (c) every statutory instrument or other document that, pursuant to any regulation made under paragraph 20(g), is directed or authorized by the Clerk of the Privy Council to be published in the *Canada Gazette*.

R.S., 1985, c. S-22, s. 6; 1993, c. 34, s. 113(F).

Refusal to register

7. (1) Where any statutory instrument is transmitted or forwarded to the Clerk of the Privy Council for registration under this Act, the Clerk of the Privy Council may refuse to register the instrument if

- (a) he is not advised that the instrument was, before it was issued, made or established, determined by the Deputy Minister of Justice pursuant to section 4 to be one that would, if it were issued, made or established, not be a regulation; and
- (b) in his opinion, the instrument was, before it was issued, made or established, a proposed regulation to which subsection 3(1) applied and was not examined in accordance with subsection 3(2).

Determination by
Deputy Minister of
Justice

(2) Where the Clerk of the Privy Council refuses to register any statutory instrument for the reasons referred to in subsection (1), he shall forward a copy of the instrument to the Deputy Minister of Justice who shall determine whether or not it is a regulation.

1970-71-72, c. 38, s. 7.

POWER TO REVOKE REGULATIONS

Revocation of
regulations by
Governor in Council

8. No regulation is invalid by reason only that it was not examined in accordance with subsection 3(2), but where any statutory instrument that was issued, made or established without having been so examined

(a) was, before it was issued, made or established, determined by the Deputy Minister of Justice pursuant to section 4 to be one that would, if it were issued, made or established, be a regulation, or

(b) has, since its issue, making or establishment, been determined by the Deputy Minister of Justice pursuant to subsection 7(2) to be a regulation,

the Governor in Council, on the recommendation of the Minister of Justice, may, notwithstanding the provisions of the Act by or under the authority of which the instrument was or purports to have been issued, made or established, revoke the instrument in whole or in part and thereupon cause the regulation-making authority or other authority by which it was issued, made or established to be notified in writing of that action.

1970-71-72, c. 38, s. 8.

COMING INTO FORCE OF REGULATIONS

Coming into force

9. (1) No regulation shall come into force on a day earlier than the day on which it is registered unless

(a) it expressly states that it comes into force on a day earlier than that day and is registered within seven days after it is made, or

(b) it is a regulation of a class that, pursuant to paragraph 20(b), is exempted from the application of subsection 5(1),

in which case it shall come into force, except as otherwise authorized or provided by or under the Act pursuant to which it is made, on the day on which it is made or on such later day as may be stated in the regulation.

Where regulation
comes into force
before registration

(2) Where a regulation is expressed to come into force on a day earlier than the day on which it is registered, the regulation-making authority shall advise the Clerk of the Privy Council in writing of the reasons why it is not practical for the regulation to come into force on

the day on which it is registered.

1970-71-72, c. 38, s. 9.

PUBLICATION IN CANADA GAZETTE

Official gazette of
Canada

10. (1) The Queen's Printer shall continue to publish the *Canada Gazette* as the official gazette of Canada.

Publication

(2) The Governor in Council may determine the form and manner in which the *Canada Gazette*, or any part of it, is published, including publication by electronic means.

R.S., 1985, c. S-22, s. 10; 2000, c. 5, s. 58.

Regulations to be
published in
Canada Gazette

11. (1) Subject to any regulations made pursuant to paragraph 20 (c), every regulation shall be published in the *Canada Gazette* within twenty-three days after copies thereof are registered pursuant to section 6.

No conviction under
unpublished
regulation

(2) No regulation is invalid by reason only that it was not published in the *Canada Gazette*, but no person shall be convicted of an offence consisting of a contravention of any regulation that at the time of the alleged contravention was not published in the *Canada Gazette* unless

(a) the regulation was exempted from the application of subsection (1) pursuant to paragraph 20(c), or the regulation expressly provides that it shall apply according to its terms before it is published in the *Canada Gazette*; and

(b) it is proved that at the date of the alleged contravention reasonable steps had been taken to bring the purport of the regulation to the notice of those persons likely to be affected by it.

R.S., 1985, c. S-22, s. 11; R.S., 1985, c. 31 (4th Supp.), s. 103.

Power to direct or
authorize
publication in
Canada Gazette

12. Notwithstanding anything in this Act, the Governor in Council may by regulation direct that any statutory instrument or other document, or any class thereof, be published in the *Canada Gazette* and the Clerk of the Privy Council, where authorized by regulations made by the Governor in Council, may direct or authorize the publication in the *Canada Gazette* of any statutory instrument or other document, the publication of which, in his opinion, is in the public interest.

1970-71-72, c. 38, s. 12.

DISTRIBUTION OF CANADA GAZETTE

Distribution of
Canada Gazette to
Members of
Parliament

13. (1) A copy of each regulation that is published in the *Canada Gazette* shall be provided to each member of the Senate and House of Commons by delivering to each such member without charge a copy

of the *Canada Gazette* in which the regulation is published.

Distribution of
Canada Gazette to
public

(2) Copies of the *Canada Gazette* shall be delivered without charge to such persons or classes of persons, in addition to those described in subsection (1), as may be prescribed and may be sold to any person on payment of the charge prescribed therefor.

1970-71-72, c. 38, s. 13.

INDEXES

Quarterly
consolidated index
of regulations

14. (1) The Clerk of the Privy Council shall prepare and the Queen's Printer shall publish quarterly a consolidated index of all regulations and amendments to regulations in force at any time after the end of the preceding calendar year, other than any regulation that is exempted from the application of subsection 11(1) as a regulation described in subparagraph 20(c)(iii).

Quarterly index of
documents other
than regulations

(2) The Queen's Printer shall prepare and publish a quarterly index of all documents, other than regulations, that have been published in the *Canada Gazette* during the three month period immediately preceding the month in which the index is published.

1970-71-72, c. 38, s. 14.

REVISIONS AND CONSOLIDATIONS OF REGULATIONS

Power to request
revision or
consolidation

15. (1) Where the Clerk of the Privy Council, after consultation with the Deputy Minister of Justice, is of the opinion that any particular regulations should be revised or consolidated, he may request the regulation-making authority or any person acting on behalf of such authority to prepare a revision or consolidation of those regulations.

Failure to comply
with request

(2) Where any authority or person referred to in subsection (1) fails to comply within a reasonable time with a request made pursuant to that subsection, the Governor in Council may, by order, direct that authority or person to comply with the request within such period of time as he may specify in the order.

1970-71-72, c. 38, s. 22.

JUDICIAL NOTICE OF STATUTORY INSTRUMENTS

Judicial notice

16. (1) A statutory instrument that has been published in the *Canada Gazette* shall be judicially noticed.

Evidence

(2) In addition to any other manner of proving the existence or contents of a statutory instrument, evidence of the existence or contents of a statutory instrument may be given by the production of a copy of the *Canada Gazette* purporting to contain the text of the statutory instrument.

Deemed publication
in *Canada Gazette*

- (3) For the purposes of this section,
- (a) if a regulation is included in a copy of the Consolidated Regulations of Canada, 1978 purporting to be printed by the Queen's Printer, that regulation is deemed to have been published in the *Canada Gazette*; and
 - (b) if a regulation is included in a copy of a revision of regulations purporting to be printed by the Queen's Printer, that regulation is deemed to have been published in the *Canada Gazette*.

R.S., 1985, c. S-22, s. 16; 2000, c. 5, s. 59.

RIGHT OF ACCESS TO STATUTORY INSTRUMENTS

Inspection of
statutory
instruments

17. Subject to any other Act of Parliament and to any regulations made pursuant to paragraph 20(d), any person may, on payment of the fee prescribed therefor, inspect

- (a) any statutory instrument that has been registered by the Clerk of the Privy Council, by attending at the office of the Clerk of the Privy Council or at such other place as may be designated by him and requesting that the statutory instrument be produced for inspection; or
- (b) any statutory instrument that has not been registered by the Clerk of the Privy Council, by attending at the head or central office of the authority that made the statutory instrument or at such other place as may be designated by that authority and requesting that the statutory instrument be produced for inspection.

1970-71-72, c. 38, s. 24.

Copies of statutory
instruments

18. Subject to any other Act of Parliament and to any regulations made pursuant to paragraph 20(d), any person may, on payment of the fee prescribed therefor, obtain copies of

- (a) any statutory instrument that has been registered by the Clerk of the Privy Council, by writing to the Clerk of the Privy Council or by attending at the office of the Clerk of the Privy Council or at such other place as may be designated by him and requesting that a copy of the statutory instrument be provided; or
- (b) any statutory instrument that has not been registered by the Clerk of the Privy Council, by writing to the authority that made the statutory instrument or by attending at the head or central office of the authority or at such other place as may be designated by that authority and requesting that a copy of the statutory instrument be provided.

1970-71-72, c. 38, s. 25.

SCRUTINY BY PARLIAMENT OF STATUTORY INSTRUMENTS

Statutory
instruments
referred to Scrutiny
Committee

19. Every statutory instrument issued, made or established after December 31, 1971, other than an instrument the inspection of which and the obtaining of copies of which are precluded by any regulations made pursuant to paragraph 20(d), shall stand permanently referred to any Committee of the House of Commons, of the Senate or of both Houses of Parliament that may be established for the purpose of reviewing and scrutinizing statutory instruments.

1970-71-72, c. 38, s. 26.

Resolution to
revoke a regulation

19.1 (1) Subject to subsection (2), a committee of both Houses of Parliament may make a report to the Senate and the House of Commons containing only a resolution that all or any portion of a regulation that stands permanently referred to the committee be revoked.

Notice

(2) No report may be made unless the authority authorized to make the regulation has been notified, at least 30 days before the committee adopts the report, that the committee intends to consider the report. If the regulation is authorized to be made by the Governor in Council, the notice must be given to the Minister responsible for the provision under which the regulation may be made.

Only one report per
sitting day

(3) Not more than one report shall be laid before the Senate or the House of Commons during any sitting day of that House.

Contents of report

(4) In each House, the Senator or member who presents the report shall

- (a) state that it contains a resolution pursuant to subsection (1);
- (b) identify the regulation or portion of the regulation in relation to which the report is made and indicate that the text of the regulation or portion is included in the report; and
- (c) state that notice has been given in accordance with subsection (2).

Deemed adoption

(5) The resolution is deemed to have been adopted by the Senate or the House of Commons on the fifteenth sitting day after the report is presented to that House unless, before that time, a Minister files with the Speaker of that House a motion to the effect that the resolution not be adopted.

Time for
consideration of
motion

(6) The House in which the motion is filed shall meet at 1:00 o'clock p.m. on the Wednesday next, or at any later time or date fixed by unanimous consent of that House. At that time the order of business shall be the consideration of the motion.

Debate

(7) The motion shall be debated without interruption for not more than one hour, during which time no Senator or member may speak for more than ten minutes. On the conclusion of the debate or at the expiration of the hour, the Speaker shall immediately, without amendment or further debate, put every question necessary for the disposal of the motion.

More than one motion

(8) If more than one motion is made pursuant to subsection (5), the Senate or the House of Commons shall consider those motions in the order in which they may be set down for consideration at the request of a Minister, as long as the motions are grouped together for debate.

Revocation of regulation

(9) Where both Houses have adopted or are deemed to have adopted a resolution that all or any portion of a regulation be revoked, the authority authorized to make the regulation shall revoke the regulation or portion of the regulation no later than 30 days, or any longer period that may be specified in the resolution, after the later of the dates on which the Houses have adopted or are deemed to have adopted the resolution.

Definition of "sitting day"

(10) For the purposes of this section, "sitting day" means, in respect of either House of Parliament, a day on which that House sits.

2003, c. 18, s. 1.

REGULATIONS

Regulations

20. The Governor in Council may make regulations,

(a) exempting any proposed regulation or class of regulation from the application of subsection 3(1) where that regulation or class of regulation would, if it were made, be exempted from the application of subsection 5(1) or 11(1) as a regulation or class of regulation described in subparagraph (c)(ii);

(b) exempting any class of regulation from the application of subsection 5(1) where, in the opinion of the Governor in Council, the registration thereof is not reasonably practicable due to the number of regulations of that class;

(c) subject to any other Act of Parliament, exempting from the application of subsection 11(1)

(i) any class of regulation that is exempted from the application of subsection 5(1),

(ii) any regulation or class of regulation where the Governor in Council is satisfied that the regulation or class of regulation affects or is likely to affect only a limited number of persons and that reasonable steps have been or will be taken for the purpose of bringing the purport thereof to the notice of those persons

affected or likely to be affected by it, or

(iii) any regulation or class of regulation where the Governor in Council is satisfied that the regulation or class of regulation is such that publication could reasonably be expected to be injurious to

(A) the conduct by the Government of Canada of federal-provincial affairs, or

(B) the conduct of international affairs, the defence of Canada or any state allied or associated with Canada, as defined in subsection 15(2) of the *Access to Information Act*, or the detection, prevention or suppression of subversive or hostile activities, as defined in that subsection;

(d) precluding the inspection of and the obtaining of copies of

(i) any regulation or class of regulation that has been exempted from the application of subsection 11(1) as a regulation described in subparagraph (c)(iii),

(ii) any statutory instrument or class of statutory instrument other than a regulation, where the Governor in Council is satisfied that the inspection thereof and the obtaining of copies thereof could reasonably be expected to have the injurious effect described in clause (c)(iii)(A) or (B), or

(iii) any statutory instrument or class of statutory instrument the inspection of which or the making of copies of which is not otherwise provided for by law, in respect of which the Governor in Council is satisfied that the inspection or making of copies thereof as provided for by this Act would, if it were not precluded by any regulation made under this section, result or be likely to result in injustice or undue hardship to any person or body affected thereby or in serious and unwarranted detriment to any such person or body in the matter or conduct of his or its affairs;

(e) prescribing the manner in which a regulation-making authority shall transmit copies of a regulation to the Clerk of the Privy Council;

(f) prescribing the form and manner in which any statutory instrument shall be registered and the form and manner in which and the period of time for which records of any statutory instrument shall be maintained;

(g) authorizing the Clerk of the Privy Council to direct or authorize publication in the *Canada Gazette* of any statutory instrument or other document, the publication of which, in the opinion of the Clerk of the Privy Council, is in the public interest;

(h) respecting the form and manner in which the *Canada Gazette*

shall be published and prescribing the classes of documents that may be published therein;

(i) requiring any regulation-making authority to forward to the Clerk of the Privy Council such information relating to any regulations made by it that are exempted from the application of subsection 11 (1) as will enable the Clerk of the Privy Council to carry out the obligation imposed on him by subsection 14(1);

(j) respecting the form and manner in which any index of statutory instruments or any consolidation of regulations shall be prepared and published;

(k) prescribing the persons or classes of persons to whom copies of any consolidation of regulations may be delivered without charge and prescribing the charge that shall be paid by any other person for a copy of any such consolidation;

(l) prescribing the fee that shall be paid by any person for any inspection of a statutory instrument or for obtaining a copy thereof or the manner in which any such fee shall be determined; and

(m) prescribing any matter or thing that by this Act is to be prescribed.

R.S., 1985, c. S-22, s. 20; 1993, c. 34, s. 114(F).

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**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

**Part 10 of Schedule 1 of
*Canada National Parks Act***

February, 2007

Thence continuing southeasterly along the production of the last aforesaid line to the line of mean high tide along the northerly side of Brackley Bay;

Thence easterly along the line of mean high tide of Brackley Bay and Covehead Bay to the line of mean high tide of the Gulf of St. Lawrence, at the westerly side of the entrance to Covehead Bay;

Thence westerly along the last aforesaid line of mean high tide, past the causeway to Rustico Island to the line of mean high tide along the easterly side of the entrance to Rustico Harbour;

Thence southerly and easterly along the last aforesaid line of mean high tide and the line of mean high tide along the northerly and easterly sides of Rustico Bay to the point of commencement.

Parcel No. 4

Commencing at the intersection of the line of mean high tide along the easterly side of Covehead Harbour with the most westerly of the landward boundaries of Parcel 4, as the last aforesaid intersection and boundaries are shown on Plan 42611 in the Canada Lands Surveys Records at Ottawa, a copy of which has been filed in the Office of the Registrar of Deeds for the county of Queens at Charlottetown under number 1804;

Thence in a general easterly direction along said landward boundaries to the line of mean high tide along the westerly side of Tracadie Harbour;

Thence northwesterly, westerly and southwesterly along the lines of mean high tide of Tracadie Harbour, the Gulf of St. Lawrence and Covehead Harbour respectively to the point of commencement.

Parcel No. 5

Commencing at the most northerly intersection of the line of mean high tide along the easterly side of Tracadie Bay with the east boundary of Parcel 5 distant 166.12 metres, more or less, north from a standard concrete post numbered 132-11-L, as said intersection, east boundary and post are shown on Plan 42612 in the Canada Lands Surveys Records at Ottawa, a copy of which has been filed in the Office of the Registrar of Deeds for the county of Queens at Charlottetown under number 1805;

Thence westerly, northerly and easterly along the lines of mean high tide of Tracadie Bay, Tracadie Harbour and the Gulf of St. Lawrence respectively, to said east boundary;

Thence south along said east boundary to the point of commencement.

Said parcels 1 to 5 containing together about 2 149.8 hectares (21.5 square kilometres).

PART 10 — NEWFOUNDLAND

(1) TERRA NOVA NATIONAL PARK OF CANADA

Firstly:

All that certain tract or parcel of land situate, lying, and being in the former districts of Bonavista North and South, in the Province of Newfoundland, as the same is shown on a plan recorded in the Canada Lands Surveys Records at Ottawa under number 50066, a copy of said plan is also registered in the Registry of Deeds in St. John's, Newfoundland in volume 455, folio 44; said parcel or tract contains an area of 39 627 hectares.

Secondly:

All that certain tract or parcel of land, situate, lying, and being in the District of Terra Nova, in the Province of Newfoundland, as the same is shown as Parcel A on a plan recorded in the Canada Lands Surveys Records in Ottawa under number 69827; a copy of said plan is also filed in the Registry of Deeds in St. John's, Newfoundland, under number 1407; said parcel or tract contains an area of 365 hectares.

(2) GROS MORNE NATIONAL PARK OF CANADA

All that certain tract of land, situate, lying and being in the District of St. Barbe (formerly St. Barbe South and St. Barbe North) and Bay of Islands (formerly Humber West) in the Province of Newfoundland, shown as "Proposed Gros Morne National Park" on a plan of survey recorded in the Canada Lands Surveys Records at Ottawa under Number 69288. A copy of said plan is also filed in the Registry of Deeds Office in St. John's, Newfoundland, under Number 1209;

Said tract or tracts contains an area of approximately 1805 square kilometres and includes the White Rock Islets and Stearing Island and excludes Parcel 4.

PART 11 — YUKON

(1) IVVAVIK NATIONAL PARK OF CANADA

All latitudes and longitudes hereinafter are referred to the North American Datum of 1927; all topographic features hereinafter are according to Editions 1 of National Topographic Series Maps 117B/9, 117A/12 Cottonwood Creek, 117A/11 Welcome Mountain, 117D/3E and 3W Crow River, 117D/6E and 6W Kay Point, 117D/5E Loney Creek, 117D/11W & 117D/12E Herschel Island, 117D/12W Herschel Island, and 117C/9E and 9W Clarence Lagoon, and Edition 2 of N.T.S. Map 117A/14 Babbage River, all produced at a scale of 1:50,000 by the Department of Energy, Mines and Resources at Ottawa, and a part of the Canada-United States International Boundary Atlas;

In Yukon;

That certain parcel of land more particularly described as follows:

Commencing at the point of intersection of the Canada-United States International Boundary, near monument number 26 of said boundary, with a line of watershed separating the streams flowing into the Porcupine River System from those flowing into the Beaufort Sea, at approximate latitude 68°33'25";

Thence generally easterly following said line of watershed to its intersection with the longitude passing through Geodetic Surveys of Canada triangulation station Pete 51-A number 568051 at approximate latitude 68°37'17"; said station being on record in the Geodetic Data Bank of the Department of Energy, Mines and Resources at Ottawa, having published geographic coordinate values of latitude 68°37'17.08385" and longitude 139°44'37.86856";

Thence north along said longitude to its intersection with the right bank of Babbage River at approximate latitude 68°38'12";

Thence generally easterly and northerly along the sinuosities of the right bank of said river to a point on the low water mark of Phillips Bay in the Beaufort Sea, at approximate latitude 69°14'55" and approximate longitude 138°26'20";

Thence southwesterly and generally northwesterly along the low water mark of said bay to a point being at the most northerly extremity of Catton Point, at approximate latitude 69°30'14" and approximate longitude 139°06'37";

Thence northwesterly in a straight line, in Workboat Passage between Herschel Island and the mainland, to a point on the low water mark, at the most easterly extremity of an unnamed island south of Avadlek Spit, said point being at approximate latitude 69°32'20" and approximate longitude 139°18'40";

Thence westerly along said low water mark on the north side of said unnamed island and continuing westerly across the waters and along the low water mark on the north side of a series of unnamed islands to the easterly extremity of Nunaluk Spit at approximate latitude 69°33'17" and approximate longitude 139°31'16" (The north boundary of Ivavik National Park between said series of islands is defined as being a straight line running westerly from the most northwesterly point of an island to the most northeasterly point of the next island);

Thence generally westerly along the low water mark on the north side of Nunaluk Spit and the coast of the

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

**Schedule 2 of the
*Canada National Parks Act***

(see page 82 of 82)

February, 2007

Thence generally northeasterly following the ordinary low water mark along the northern side of Clements Markham Inlet to its most northerly point at Cape Colan at approximate latitude 82°55' and approximate longitude 66°20';

Thence northwesterly in the Arctic Ocean to the intersection of latitude 83°09'00" and longitude 70°00'00";

Thence westerly in the Arctic Ocean to the intersection of latitude 83°09'00" and longitude 74°20'00";

Thence southwesterly in the Arctic Ocean to the intersection of latitude 83°05'00" and longitude 77°10'00";

Thence southwesterly to the most northerly point on the ordinary low water mark at the entrance of M'Clintock Inlet near Borup Point at approximate latitude 82°56' and approximate longitude 77°47';

Thence southerly to the summit of Mount Ayles at approximate latitude 82°43' and approximate longitude 77°18';

Thence southerly to an unnamed peak having an elevation of about 1,829 metres at approximate latitude 82°31' and approximate longitude 77°04';

Thence due south to an unnamed peak having an elevation of about 1,676 metres at approximate latitude 81°49' and approximate longitude 77°04';

Thence southwesterly to an unnamed peak having an elevation of about 1,524 metres at approximate latitude 81°34' and approximate longitude 79°03';

Thence southeasterly to triangulation station number 629232 (established by the Geodetic Survey Division of the Earth Sciences Sector, Natural Resources Canada at Ottawa, the geographic coordinates of said station being at latitude 81°18'38.8738" and longitude 78°07'09.4867" according to the 1975 Arctic Islands Adjustment, North American Datum of 1927);

Thence southeasterly along the production of the last aforesaid mentioned line to its intersection with the ordinary low water mark on the northwest side of Tanquary Fiord at approximate latitude 81°18' and approximate longitude 78°07';

Thence easterly across Tanquary Fiord to its intersection with a point on the ordinary low water mark on the southeast side of Tanquary Fiord near Fishhook Point at approximate longitude 77°37'00" and approximate latitude 81°19';

Thence southeasterly to the point of commencement;

Excluding thereout and therefrom the whole of Ward Hunt Island together with a right of access to Ward Hunt Island from the part of the Arctic Ocean included within the boundaries described above.

The above described lands containing about 37 775 square kilometres.

2000, c. 32, Sch. 1; 2001, c. 34, s. 25(F); 2002, c. 7, s. 106; SOR/2003-345; 2004, c. 20, s. 1; SOR/2004-300.

SCHEDULE 2 (Sections 2, 6, 7 and 41)

NATIONAL PARK RESERVES OF CANADA

KLUANE NATIONAL PARK RESERVE OF CANADA

In Yukon;

Adjoining the westerly and southerly boundaries of said territory;

All that parcel being more particularly described as follows, all topographic features hereinafter referred to, except where otherwise stated, being according to the first edition of the Dezadeash map sheet number 115A, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa, and to the second edition of the Mount St. Elias map sheet number 115B & 115C and the first edition of the Kluane Lake map sheet number 115G & 115F, produced at a scale of 1:250,000 by the Department of Energy, Mines and Resources (formerly Department of Mines and Technical Surveys) at Ottawa:

Commencing on latitude 60°00'00" at the point where the British Columbia-Yukon Boundary meets the International Boundary between Alaska and Yukon, at approximate longitude 139°03'30";

Thence easterly along the British Columbia-Yukon Boundary to its most westerly intersection with the right bank of Tatshenshini River, at approximate longitude 137°12'45";

Thence in a general northerly direction along the right banks of the Tatshenshini River and Silver Creek to a point on the southerly bank of a small unnamed lake, at approximate latitude 60°08'00" and longitude 137°21'20", the last aforesaid point being described with reference to the first edition of the Dalton Post map sheet number 115A/3 West, produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa;

Thence northerly in a straight line to a peak having an elevation of about 1828.8 metres, at approximate latitude 60°11'00" and longitude 137°22'20", as shown on the last aforesaid map;

Thence northeasterly in a straight line to a peak at approximate latitude 60°16'45" and longitude 137°09'40", the last aforesaid peak being approximately at the position indicated by the spot elevation 2180.8 metres shown on the first edition of the Mush Lake map sheet number 115A/6 East, produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa;

Thence easterly in a straight line to a peak having an elevation of about 1920.2 metres, at approximate latitude 60°16'45" and longitude 137°06'10", as shown on the last aforesaid map;

Thence easterly in a straight line to a standard post, pits and mound numbered H158, marking the southwesterly limit of the right-of-way of the Haines Cut-Off Road, according to Plan 42121 in the Canada Lands Surveys Records at Ottawa, said post being at approximate latitude 60°17'25" and longitude 137°00'30";

Thence in a general northwesterly direction, along said limit, according to plans 42121, 42120, 42119, 42118 and 41519 in said Records, to the southerly limit of the Alaska Highway, at Haines Junction, as the last aforesaid limit is shown on said plan 41519;

Thence westerly along said southerly limit to the westerly limit of Bunoz Street, as the last aforesaid limit is shown on said plan 41519;

Thence southerly along said westerly limit, 15.2 metres, more or less, to the southerly limit of the Alaska Highway as widened, as the last aforesaid limit is shown on plan 40905 in said Records;

Thence in a general northwesterly direction along the last aforesaid limit, according to plans 40905 and 40906 in said Records, to the angle in the last aforesaid limit opposite a standard post, pits and mound numbered H1863, the last aforesaid post, being located at approximate latitude 60°46'50" and longitude 137°38'00";

Thence westerly in a straight line to a peak at approximate latitude 60°45'30" and longitude 137°47'40", the last aforesaid peak being approximately at the position indicated by the spot elevation 2249.4 metres shown on said Dezadeash map sheet 115A;

Thence northwesterly in a straight line to the summit of Mount Archibald, at approximate latitude 60°47'10" and longitude 137°52'20";

Thence northwesterly in a straight line to the summit of Mount Cairnes, at approximate latitude 60°52'00" and longitude 138°16'30";

Thence westerly in a straight line to the summit of Vulcan Mountain, at approximate latitude 60°53'00" and longitude 138°28'00";

Thence northerly in a straight line to the angle in the southerly limit of the Alaska Highway opposite a standard post, pits and mound numbered H2034, the last aforesaid post being shown on plan 40911 in said Records and being located at approximate latitude 60°59'30" and longitude 138°28'00";

Thence in general westerly and northerly directions along the last aforesaid limit, according to plans 40911 and 40912 in said Records, to its most northerly intersection with the right bank of Congdon Creek, at approximate latitude 61°08'50" and longitude 138°33'30";

Thence in a general southwesterly direction along the last aforesaid bank to its most easterly intersection with the straight line joining a peak having an elevation of about 2225 metres, at approximate latitude 61°05'10" and longitude 138°42'40", and the most easterly of two peaks having an elevation of about 2346.9 metres, at approximate latitude 61°05'10" and longitude 138°47'15", the last aforesaid intersection being described with reference to the second edition of the Destruction Bay map sheet number 115G/2, produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa:

Thence westerly in a straight line to the last aforesaid peak;

Thence northwesterly in a straight line to a peak having an elevation of about 2286 metres, at approximate latitude 61°09'30" and longitude 138°55'45";

Thence northwesterly in a straight line to a peak having an elevation of about 2133.6 metres, at approximate latitude 61°14'00" and longitude 139°05'30";

Thence northwesterly in a straight line to Topographic Survey Monument 66-A-19, being a brass plug at approximate elevation 1932.1 metres and located at approximate latitude 61°16'16" and longitude 139°13'11";

Thence northwesterly in a straight line to Topographic Survey Monument 66-A-37, being a brass plug at approximate elevation 2278.4 metres and located at approximate latitude 61°20'05" and longitude 139°35'06";

Thence westerly in a straight line to a peak at approximate elevation 2895.6 metres and located at approximate latitude 61°19'00" and longitude 140°06'30";

Thence southwesterly in a straight line to the summit of

Mount Wood, at approximate latitude 61°14'00" and longitude 140°30'30";

Thence westerly in a straight line to the summit of

Mount Craig, at approximate latitude 61°16'00" and longitude 140°53'00";

Thence due west to said International Boundary between Alaska and Yukon;

Thence southerly along the last aforesaid boundary to the point of commencement;

Saving and excepting, those parts of said parcel lying within 304.8 metres of said limit of the Haines Cut-off Road and within 304.8 metres of said limit of the Alaska Highway;

Also saving and excepting, those portions of said parcel transferred to Kluane National Park of Canada, as referred to in the description thereof in Part 11 of Schedule 1.

NAHANNI NATIONAL PARK RESERVE OF CANADA

In the Northwest Territories:

Along the South Nahanni River:

All that parcel being more particularly described as follows, all topographic features hereinafter referred to being according to the first edition of The Twisted Mountain map sheet number 95 G/4 of the National

Topographic System, produced at a scale of 1:50,000 by the Department of Energy, Mines and Resources at Ottawa and according to the second editions of the Flat River, Virginia Falls and Sibbeston Lake map sheets and the first edition of the Glacier Lake Map sheet, numbers 95E, 95F, 95G and 95L respectively of the National Topographic System, produced at a scale of 1:250,000, by the Army Survey Establishment, R.C.E., at Ottawa:

Commencing at National Topographic Survey Monument 63-A-152 being a brass plug located on Yohin Ridge, at approximate latitude 61°12'07" and approximate longitude 123°50'51";

Thence southeasterly in a straight line to the more southwesterly of two peaks having an elevation of about 1432.6 metres, at approximate latitude 61°06'55" and approximate longitude 123°44'55";

Thence southeasterly in a straight line to a peak having an elevation of about 1005.8 metres, at approximate latitude 61°04'45" and approximate longitude 123°42'20";

Thence northeasterly in a straight line to latitude 61°05'45" and longitude 123°39'00";

Thence northerly in a straight line, across the South Nahanni River, to the summit of Twisted Mountain, at approximate latitude 61°12'30" and approximate longitude 123°36'30";

Thence northwesterly in a straight line to latitude 61°18'00" and longitude 123°46'00";

Thence westerly in a straight line to latitude 61°17'00" and longitude 123°56'00";

Thence northwesterly in a straight line to a peak at approximate latitude 61°24'00" and approximate longitude 124°35'00", said peak being approximately at the spot elevation 6,105 feet (1860.8 metres) shown on said Virginia Falls map sheet;

Thence westerly in a straight line to latitude 61°24'00" and longitude 124°51'00";

Thence northwesterly in a straight line to Army Survey Establishment Monument "Scrub", being a cairn at approximate latitude 61°37'20" and approximate longitude 125°18'03";

Thence northwesterly in a straight line to Army Survey Establishment Monument "Lock", being a cairn at approximate latitude 61°45'26" and approximate longitude 125°43'41";

Thence northwesterly in a straight line to Army Survey Establishment Monument "Next", being a cairn at approximate latitude 61°53'09" and approximate longitude 126°14'11";

Thence westerly in a straight line to Army Survey Establishment Monument "Dip", being a cairn at approximate latitude 61°54'39" and approximate longitude 126°35'40";

Thence northwesterly in a straight line to Army Survey Establishment Monument "Hop", being a cairn at approximate latitude 62°00'31" and approximate longitude 126°57'27";

Thence westerly in a straight line to Army Survey Establishment Monument "Flag", being a bronze bolt at approximate latitude 61°58'14" and approximate longitude 127°23'31";

Thence southerly in a straight line to Army Survey Establishment Monument "Skip", being a cairn at approximate latitude 61°54'43" and approximate longitude 127°24'03";

Thence southerly in a straight line to a peak at approximate latitude 61°50'00" and approximate longitude 127°25'30", the last aforesaid peak being approximately at the position indicated by the spot elevation 8,822 feet (2688.9 metres) shown on said Flat River map sheet;

Thence southwesterly in a straight line to a peak having an elevation of about 2438.4 metres, at approximate latitude 61°45'40" and approximate longitude 127°30'00", the last aforesaid peak being on the height of land forming the southwesterly limit of the watershed area of Hole-in-the-Wall Creek;

Thence in general southeasterly and easterly directions along the last aforesaid height of land to a peak at

approximate latitude 61°45'30" and approximate longitude 127°17'00", the last aforesaid peak being approximately at the position indicated by the spot elevation 8,302 feet (2530.5 metres) shown on said Flat River map sheet;

Thence easterly in a straight line to a peak having an elevation of about 1524 metres, at approximate latitude 61°46'00" and approximate longitude 127°06'40";

Thence northerly in a straight line to a peak having an elevation of about 2286 metres, at approximate latitude 61°49'00" and approximate longitude 127°05'00";

Thence easterly in a straight line to Army Survey Establishment Monument "Don", being a cairn at approximate latitude 61°49'24" and approximate longitude 126°59'17", the last aforesaid Monument being approximately at the position indicated by the spot elevation 7,401 feet (2255.8 metres) shown on said Flat River map sheet;

Thence easterly in a straight line to Army Survey Establishment Monument "Cross", being a cairn at approximate latitude 61°50'26" and approximate longitude 126°40'00";

Thence southeasterly in a straight line to Army Survey Establishment Monument "Saddle", being a cairn at approximate latitude 61°46'08" and approximate longitude 126°26'27";

Thence southeasterly in a straight line to Army Survey Establishment Monument "Mesa", being a cairn at approximate latitude 61°42'34" and approximate longitude 126°15'16";

Thence southeasterly in a straight line to Army Survey Establishment Monument "Andy", being a cairn at approximate latitude 61°38'11" and approximate longitude 126°10'52", the last aforesaid Monument being approximately at the position indicated by the spot elevation 5,022 feet (1530.7 metres) shown on said Flat River map sheet;

Thence southwesterly in a straight line to a peak at approximate latitude 61°32'20" and approximate longitude 126°42'40", the last aforesaid peak being approximately at the position indicated by the spot elevation 6,687 feet (2038.2 metres) shown on said Flat River map sheet;

Thence southeasterly in a straight line to a peak having an elevation of about 1524 metres, at approximate latitude 61°21'30" and approximate longitude 126°35'20";

Thence northeasterly in a straight line to National Topographic Survey Monument 63-A-9, being a brass plug at approximate latitude 61°28'12" and approximate longitude 126°18'39";

Thence southeasterly in a straight line to a peak at approximate latitude 61°22'00" and approximate longitude 125°49'00", the last aforesaid peak being approximately at the position indicated by the spot elevation 4,511 feet (1375 metres) shown on said Virginia Falls map sheet;

Thence easterly in a straight line to a peak at approximate latitude 61°26'30" and approximate longitude 125°21'00", the last aforesaid peak being approximately at the position indicated by the spot elevation 4,497 feet (1370.7 metres) shown on said Virginia Falls map sheet;

Thence easterly in a straight line to Army Survey Establishment Monument "Nubby", being a cairn at approximate latitude 61°24'05" and approximate longitude 125°04'19";

Thence southeasterly in a straight line to National Topographic Survey Monument 63-A-107, being a brass plug at approximate latitude 61°16'38" and approximate longitude 124°42'32";

Thence southeasterly in a straight line to Army Survey Establishment Monument "Mary", being a cairn at approximate latitude 61°08'04" and approximate longitude 124°34'02";

Thence northeasterly in a straight line to latitude 61°16'00" and longitude 124°09'00";

Thence southeasterly in a straight line to latitude 61°13'00" and longitude 124°00'00";

Thence easterly in a straight line to the point of commencement; all co-ordinates described above being Geodetic, referred to the North American Datum of 1927; said parcel containing about 4766 square kilometres.

MINGAN ARCHIPELAGO NATIONAL PARK RESERVE OF CANADA

In the Province of Quebec;

All those lands being the whole and entire Fief and Seigneurie of the Isles and Islets of Mingan, situate and being on the coast of the North shore of the St. Lawrence River, in the Province of Quebec, the said Fief and Seigneurie consisting of the Isles and Islets which being on the said North shore of the St. Lawrence River from Perroquet Island, longitude 64°12'40" following continuation to the mouth of River Aguanus, longitude 62°05'00" in such manner as the said Fief and Seigneurie with its rights is more amply conceded and designated by the title of concession granted to Jacques de Lalande and Louis Joliet.

Some of the Isles and Islets forming part of the Fief and Seigneurie of the Isles and Islets of Mingan are now known and designated as being lots number FOUR HUNDRED, FOUR HUNDRED ONE, FOUR HUNDRED TWO, FOUR HUNDRED THREE, FOUR HUNDRED FOUR, FOUR HUNDRED FIVE and FOUR HUNDRED SIX (400, 401, 402, 403, 404, 405, 406) of the revised cadastre of parts of the Municipality of Havre Saint-Pierre, Registration Division of Sept-Iles. The other Isles and Islets, forming part of the Fief and Seigneurie of the Isles and Islets of Mingan are without cadastral designation.

Notwithstanding the generality of the foregoing, the following Isles and Islets (without cadastral designation) forming part of the Fief and Seigneurie of the Isles and Islets of Mingan are not included in the present description, namely: Perroquet Island, Havre de Mingan Island, Le Sanctuaire Island, De la Maison Island, Wreck Island, Aux Sauvages Island and that part of Fright Island described in a deed registered at the Saguenay Registry Office on January 15, 1952, under number 13630.

Those lands included in the present description containing about 150.7 square kilometres and excluding the lands situated below the ordinary high water mark of the said Isles and Islets.

The longitudes mentioned above were scaled from the 1:250,000 map sheets 12L and 22I of the national topographic series.

PACIFIC RIM NATIONAL PARK RESERVE OF CANADA

PART I

All those parcels or tracts of land, together with all that foreshore and land covered by water, situated in Clayoquot District and lying within the following described limits:

Commencing at the northeast corner of Wya Indian Reserve No. 7;

Thence westerly along the northerly limit of Wya Indian Reserve No. 7 and continuing westerly along the westerly production of said northerly limit to the 20 metre isobath of the bed of the Pacific Ocean as shown on Canadian Hydrographic Service (C.H.S.) Chart 3603 and which indicates depths as being reduced to lowest normal tide, which at Tofino is 2.1 metres below mean water level;

Thence in a general northwesterly direction along said 20 metre isobath to the westerly production of the northerly limit of District Lot 1360;

Thence easterly along said westerly production of the northerly limit of District Lot 1360 to its northwest corner, being a point on the shore of Cox Bay, and continuing easterly along the northerly limits of District Lots 1360 and 256 to the northwest corner of the northeast quarter of District Lot 256;

Thence southerly and easterly along the westerly and southerly limits of said northeast quarter of District Lot 256 to the easterly limit of District Lot 256;

Thence southerly along said easterly limit of District Lot 256 to its southeast corner;

Thence southerly in a straight line to the northwest corner of District Lot 1966;

Thence southerly and easterly along the westerly and southerly limits of District Lot 1966 and continuing easterly along the easterly production of the southerly limit of said District Lot 1966 to the westerly limit of District Lot 242;

Thence northerly along the westerly limits of District Lots 242, 243 and 250 to the northwest corner of said District Lot 250, being a point on the southerly shore of an unnamed arm of Browning Passage;

Thence in a general easterly direction along said southerly shore of the unnamed arm, being the northerly limits of District Lots 250, 249, 251 and 252 to the northeast corner of said District Lot 252;

Thence in a general northwesterly direction along said southerly shore of the unnamed arm and continuing in a general easterly direction along the southerly shore of Browning Passage to a point lying due west of the most westerly point of District Lot 1431;

Thence on a bearing of 45°, a distance of about 221 metres to a point lying due west of the most northerly point of Dinner Island, being part of District Lot 288;

Thence due east to said northerly point of Dinner Island and continuing due east 101 metres to a point;

Thence on a bearing of 135°, to a point on the southerly shore of Browning Passage, said point lying about 704 metres due north and about 604 metres due east from the most westerly southwest corner of said District Lot 288;

Thence southeasterly along said southerly shore of Browning Passage to a point lying due west of the most westerly point of Indian Island;

Thence due east to said most westerly point of Indian Island;

Thence in a general northeasterly and southeasterly direction along the shore of said Indian Island to its most easterly point;

Thence southwesterly in a straight line to a point on the southerly shore of Tofino Inlet, said point being about 480 metres due east of the most southerly point of District Lot 1680, being Indian Island Indian Reserve No. 30;

Thence on a bearing of 135° to the northerly limit of the watershed of Grice Bay;

Thence in a general southeasterly direction along said northerly limit of the watershed of Grice Bay to the westerly limit of District Lot 1473;

Thence southerly along the westerly limits of District Lots 1473 and 1472 to the southwest corner of said District Lot 1472;

Thence due south to the northerly limit of District Lot 494;

Thence easterly and southerly along the northerly and easterly limits of District Lots 494 and 487A to the northwest corner of District Lot 398;

Thence easterly along the northerly limits of District Lots 398 and 403 to the northwest corner of District Lot 404;

Thence southerly and easterly along the westerly and southerly limits of said District Lot 404 to the northwest corner of District Lot 1385;

Thence easterly and southerly along the northerly and easterly limits of said District Lot 1385 and the west half of District Lot 1321 to the southwest corner of the east half of District Lot 1321;

Thence easterly along the southerly limits of District Lot 1321 and 1320 to the northwest corner of the east half of District Lot 1314;

Thence southerly and easterly along the westerly and southerly limits of said east half of District Lot 1314 to the northwest corner of District Lot 428;

Thence easterly and southerly along the northerly and easterly limits of District Lot 428 to the southwest corner of District Lot 1313;

Thence easterly along the southerly limit of said District Lot 1313 to the northeast corner of District Lot 442;

Thence southerly along the easterly limits of District Lots 442, 441, 447, 461 and 464 to the northeast corner of Lot 1 of District Lot 467 as shown on a plan deposited in the Land Title Office at Victoria as 44818;

Thence southerly and westerly along the easterly and southerly limits of said Lot 1 as shown on said Plan 44818, to the northeast corner of Wya Indian Reserve No. 7, being the point of commencement.

EXCEPT

Firstly: the whole of Oo-oolth Indian Reserve No. 8, Quisitis Indian Reserve No. 9, Kootowis Indian Reserve No. 4, Esowista Indian Reserve No. 3 and Indian Island Indian Reserve No. 30;

Secondly: the Tofino Airport, described as:

(a) District Lots 167, 168, 169, 170 and 178, Clayoquot District;

(b) those portions of District Lots 163, 164 and 165 lying to the north of Tofino-Ucluelet Highway as shown on Plan 1417RW in said office, a copy of which is recorded in the Canada Lands Surveys Records at Ottawa as 82048, excepting from said District Lot 163, Parcel A as shown on Plan 32328 in said office, a copy of which is recorded in said records as 65248;

(c) those portions of District Lots 113, 166 and 192 lying to the north and east of Tofino-Ucluelet Highway on said Plan 1417RW in said office;

(d) those portions of District Lots 193, 194, 195 and 196 lying to the east of Plan 1371RW in said office.

Thirdly: Parcel 1 and Village Connector Road, as shown on a plan recorded in the Canada Lands Surveys Records at Ottawa as 88700.

PART II

All those parcels or tracts of land, together with all that foreshore and land covered by water, situated in Barclay District and lying within the following described limits:

Commencing at the centre of Sail Rock, being a small islet west of Benson Island, District Lot 43;

Thence due north 2.735 kilometres to a point;

Thence on a bearing of 38°, a distance of 8.046 kilometres to a point;

Thence on a bearing of 115°30', a distance of 9.334 kilometres to a point;

Thence on a bearing of 217°, a distance of 12.391 kilometres to a point;

Thence on a bearing of 296°, a distance of about 6.598 kilometres to a point due south of the centre of Sail Rock;

Thence due north about 1.931 kilometres to the centre of Sail Rock, being the point of commencement.

EXCEPT the whole of each of the following:

Cleho Indian Reserve No. 6, Keith Island Indian Reserve No. 7, Nettle Island Indian Reserve No. 5 and Omoah Indian Reserve No. 9.

PART III

Firstly: Lot A in Section 18 as shown on Plan 38380 in said office, and the west half of the north half of the north half of the southeast quarter of said Section 18, all in Township 1, Barclay District.

Secondly: Lot 1 of Sections 1 and 12 as shown on Plan 44813 in said office, a copy of which is recorded in said records as 82763, Lots 4, 5, 6 and 7 as shown on a plan recorded in said records as 83569, and Lot A in Section 1 as shown on Plan 10982 in said office, a copy of which is recorded in said records as 82765, all in Township 11, Renfrew District.

Thirdly: All those parcels or tracts of land, together with all that foreshore and land covered by water, situated in Barclay and Renfrew Districts, and lying within the following described limits:

Commencing at the southwest corner of Oyees Indian Reserve No. 9, Renfrew District, being a point on the southeasterly shore of Nitinat Lake;

Thence easterly along the southerly limit of said Oyees Indian Reserve No. 9 to its southeast corner;

Thence due south 1.006 kilometres to a point;

Thence due east 783 metres to a point;

Thence southerly in a straight line to the northwest corner of Block A of District Lot 756;

Thence easterly along the northerly limit of said Block A of District Lot 756 to its northeast corner;

Thence southerly along the easterly limits of Blocks A and B of District Lot 756 to Pipe Post No. 1, being a point on the easterly limit of the Reserve for Pacific Rim National Park as shown on Plan 12 Tube 1410 on file with the Office of The Surveyor General of the Ministry of Environment, Lands and Parks, Victoria, a copy of which is recorded in said records as 71572;

Thence in general westerly and southwesterly directions along said easterly limit of the Reserve for Pacific Rim National Park as shown on said Plan 12 Tube 1410 to the northeast corner of Section 56;

Thence southerly along the easterly limit of said Section 56 to its southeast corner;

Thence on a bearing of 190°, a distance of 609 metres to a point;

Thence southeasterly in a straight line to the northeast corner of Section 50;

Thence southeasterly in a straight line to a point on the easterly limit of District Lot 727, said point being about 340 metres due north and about 1.319 kilometres due west from the northeast corner of District Lot 730;

Thence due east to the right bank of Carmanah Creek;

Thence in a general southerly direction along said right bank of Carmanah Creek to a point about 305 metres due south and about 230 metres due east from the northeast corner of District Lot 729;

Thence southeasterly in a straight line to the most northerly northeast corner of District Lot 732;

Thence southerly and easterly along the easterly and northerly limits of said District Lot 732 to the northwest corner of District Lot 734;

Thence easterly and southerly along the northerly and easterly limits of said District Lot 734 to the northerly

limit of District Lot 49;

Thence easterly along the northerly limits of District Lots 49 and 736 to the northeast corner of said District Lot 736;

Thence southerly along the easterly limit of said District Lot 736 to the northwest corner of District Lot 737;

Thence easterly along the northerly limit of said District Lot 737 to its northeast corner;

Thence on a bearing of 110° , a distance of 7.320 kilometres to a point;

Thence due east 4.828 kilometres to a point;

Thence due north 920 metres to a point;

Thence northeasterly in a straight line to the northwest corner of District Lot 708;

Thence easterly along the northerly limit of said District Lot 708 to its northeast corner;

Thence easterly in a straight line to the southwest corner of the Fractional south half of Section 11, Township 11;

Thence northerly and easterly along the westerly and northerly limits of said Fractional south half of Section 11 to a point on the right bank of Gordon River, and shown as the most northerly northeast corner of Lot A of said Section 11, Township 11, Renfrew District as shown on Plan 44812 in said office, a copy of which is recorded in said records as 82764;

Thence in a general southerly direction along said right bank of Gordon River and continuing southerly along the right bank of San Juan River to the northwesterly shore of Port San Juan;

Thence in a general southwesterly direction along said northwesterly shore of Port San Juan to a point lying about 1.0 metres due south of the P.Rock shown on Plan 7 Tube 1550, on file with said Office of The Surveyor General, a copy of which is recorded in said records as Plan 73926, being a survey of part of the easterly limit of the Reserve for Pacific Rim National Park;

Thence southerly along said easterly limit of the Reserve for Pacific Rim National Park, as shown on said Plan 7 Tube 1550 to the P.Rock at the most easterly point of Owen Island, shown on said Plan 7 Tube 1550, and continuing southerly along the southerly production of said easterly limit to the 20 metre isobath of the bed of Juan de Fuca Strait, as shown on Canadian Hydrographic Service (C.H.S.) Chart 3606 and which indicates depths as being reduced to lowest normal tide, which at Port Renfrew is 2.0 metres below mean water level;

Thence in a general northwesterly direction along said 20 metre isobath of the bed of Juan de Fuca Strait and continuing in general northwesterly and northeasterly directions along the 20 metre isobath of the bed of the Pacific Ocean as shown on Canadian Hydrographic Service (C.H.S.) Chart 3602 and which indicates depths as being reduced to lowest normal tide, which at Bamfield is 2.0 metres below mean water level, to a point lying due west of the northwest corner of District Lot 412, Barclay District;

Thence due east to said northwest corner of District Lot 412, being a point on the northerly shore of Tapaltos Bay;

Thence easterly along the northerly limits of District lot 412, Fractional Section 7 and Fractional Section 8 of Township 1, to the northwest corner of Anacla Indian Reserve No. 12;

Thence southerly along the westerly limit of Anacla Indian Reserve No. 12 to its southwest corner, being a point on the right bank of Pachena River;

Thence on a bearing of 100° , a distance of about 183 metres to the northeasterly shore of Pachena Bay, being a point on the southerly limit of said Anacla Indian Reserve No. 12;

Thence in a general southeasterly direction along said northeasterly shore of Pachena Bay to the southeast corner of said Anacla Indian Reserve No. 12;

Thence northerly along the easterly limit of Anacla Indian Reserve No. 12 to the northwest corner of Lot 1 of Section 9, Township 1, as shown on Plan 44819 in said office;

Thence easterly and southerly along the northerly and easterly limits of said Lot 1 on said Plan 44819, to the northwest corner of the northeast quarter of Section 4, Township 1:

Thence southerly along the westerly limit of said northeast quarter of Section 4 to its southwest corner;

Thence southwesterly in a straight line to the northeast corner of District Lot 659:

Thence southwesterly in a straight line to the northwest corner of District Lot 273;

Thence southerly and easterly along the westerly and southerly limits of said District Lot 273 to the northeast corner of District Lot 275:

Thence southerly along the easterly limit of said District Lot 275 to its southeast corner;

Thence southeasterly in a straight line to the northwest corner of District Lot 281;

Thence easterly along the northerly limits of District Lots 281 and 282 to the Pipe Post set as a quarter post on the northerly limit of said District Lot 282;

Thence on a bearing of 140° , a distance of 240 metres to a point;

Thence on a bearing of 108° , a distance of 680 metres to a point;

Thence on a bearing of 119° , a distance of 1.670 kilometres to a point;

Thence easterly in a straight line to the northwest corner of District lot 288;

Thence southeasterly in a straight line to the most northeasterly internal corner of District Lot 103;

Thence easterly along the northerly limits of District Lots 103, 60 and 59 to the northwesterly internal corner of District Lot 59;

Thence easterly in a straight line to the northwest corner of District Lot 527;

Thence easterly along the northerly limit of District Lot 527, Barclay District, a distance of about 650 metres to the northwesterly limit of the watershed of Tsusiat Lake;

Thence in a general northeasterly direction along the northwesterly limits of the watersheds of Tsusiat and Hobitn Lakes to a point being about 3.010 kilometres due north and about 1.690 kilometres due west of the northwest corner of Homitan Indian Reserve No. 8;

Thence due east 600 metres to a point;

Thence on a bearing of 139° , a distance of 1.100 kilometres to a point:

Thence due south to the northwesterly limit of the watershed of Nitinat Lake:

Thence in a general southwesterly direction along said northwesterly limit of the watershed of Nitinat Lake to a point being about 260 metres due north and about 860 metres due west of the northwest corner of Homitan Indian Reserve No. 8;

Thence southeasterly in a straight line to the intersection of the left bank of Hobiton Creek with the westerly limit of Homitan Indian Reserve No. 8;

Thence southerly and easterly along the westerly and southerly limits of Homitan Indian Reserve No. 8 to its southeast corner, being a point on the westerly shore of Nitinat Lake;

Thence in a general southwesterly direction along said westerly shore of Nitinat Lake to a point lying due north of the northwest corner of District Lot 769, Renfrew District;

Thence southeasterly in a straight line to the most northerly point of Block A of District Lot 746, Renfrew District, being a point on the southerly shore of Nitinat Lake;

Thence in general easterly and northeasterly directions along said southerly shore of Nitinat Lake, to the southwest corner of Oyees Indian Reserve No. 9, being the point of commencement.

EXCEPT

Firstly: the whole of each of the following:

Ahuk Indian Reserve No. 1, Carmanah Indian Reserve No. 6, Cheewat Indian Reserve No. 4A, Claoose Indian Reserve No. 4, Clutus Indian Reserve No. 11, Cullite Indian Reserve No. 3, Iktuksasuk Indian Reserve No. 7, Kich-ha Indian Reserve No. 10, Masit Indian Reserve No. 13, Sarque Indian Reserve No. 5, Tsuquanah Indian Reserve No. 2, and Wyah Indian Reserve No. 3;

Secondly: Lot 2 of Block 10, Lots 1 and 2 of Block 16, Lot 8 of Block 18 and Lot 3 of Block 37, all of Section 57, Plan 1771 in said office, and Block 7 of District Lot 527, Plan 2008 in said office, and Section 63, all in Renfrew District.

PART IV

All those parcels or tracts of land, together with all that foreshore and land covered by water, situated in Clayoquot District and lying within the following described limits:

Commencing at the northeast corner of Section 70, Alberni District (situated in Clayoquot District), being a point on the southerly shore of Kennedy Lake;

Thence southerly along the easterly limit of said Section 70 to the northwesterly limit of Alberni-Tofino Highway, as shown on Plan 1936RW in said office;

Thence in a general southerly direction along the westerly limit of said Alberni-Tofino Highway to the southeast corner of Lot 1 of Sections 69 and 70, Alberni District (situated in Clayoquot District), Plan 44820 in said office;

Thence westerly, northerly, westerly and northerly along the southerly and westerly limits of said Lot 1 to its northwest corner, being a point on the southerly shore of Kennedy Lake;

Thence due north 300 metres to a point;

Thence easterly in a straight line to a point 500 metres due north of the northeast corner of said Section 70;

Thence due south to said northeast corner of Section 70, being the point of commencement.

GWAIL HAANAS NATIONAL PARK RESERVE OF CANADA

In the Province of British Columbia;

In Queen Charlotte Land District;

In the Queen Charlotte Islands;

All those parcels being more particularly described under FIRSTLY, SECONDLY AND THIRDLY as follows:

FIRSTLY:

All those parcels or tracts of land, together with all that foreshore or land covered by water lying above the ordinary high water mark (O.H.W.M.) of the Queen Charlotte Islands and situated southerly of a line described as follows:

Commencing at the intersection of the 52°50'05" parallel of north latitude with the 131°20'10" meridian of west longitude (said intersection being a point in Hecate Strait approximately 10 kilometres northeasterly of Lost Islands);

Thence westerly in a straight line to the ordinary high water mark at the most northeasterly point of Tangil Peninsula at Porter Head at approximate latitude 52°48'35" and approximate longitude 131°39'20" (said line passing approximately 2 kilometres north of Lost Islands);

Thence southwesterly in a straight line to the most easterly peak on the Tangil Peninsula at approximate latitude 52°48'10" and approximate longitude 131°39'39";

Thence generally westerly along the watershed boundary that separates those creeks that flow into Dana Inlet from those that flow into Logan Inlet to Standard B.C. capped post being the intersection of the northerly boundary of the watershed of Crescent Inlet with the said watershed boundary that separates those creeks that flow into Dana Inlet from those that flow into Logan Inlet, said post shown as point G on a plan recorded in the Canada Lands Surveys Records at Ottawa as 79937, a copy of which is filed in the Land Title Office at Prince Rupert as PRP 41538;

Thence on a bearing of 211°52'07" through two Standard B.C. capped posts, a total distance of 4 607.526 metres to the northeast corner of Lot 663 as shown on said Plan 79937;

Thence southerly and westerly along the easterly and southerly boundaries of said Lot 663 to the intersection with the southerly boundary of the watershed of Crescent Inlet, said intersection marked by a Pipe Post, being a point on the northerly boundary of Gwaii Haanas National Park Reserve as shown on Plan 9 Tube 1483 on file with the Surveyor General Branch of the Ministry of Environment, Lands and Parks, at Victoria, a duplicate of which is recorded as Plan 72869 in the Canada Lands Surveys Records at Ottawa;

Thence generally southwesterly along the southerly boundary of the watershed of said Crescent Inlet, being also a portion of the southerly boundary of Tree Farm Licence 24 Block 2, to the intersection with the easterly boundary of the Lockeport Four Mineral Claim, Record Number 5828(2), said intersection marked by a Pipe Post, being a point on the northerly boundary of the Gwaii Haanas National Park Reserve as shown on Plan 27 Tube 1452 on file with the Surveyor General Branch of the Ministry of Environment, Lands and Parks, at Victoria, a duplicate of which is recorded as Plan 72242 in the Canada Lands Surveys Records at Ottawa;

Thence southerly and westerly along the easterly and southerly boundaries of the said mineral claim to the intersection with the southerly boundary of the watershed of Crescent Inlet, said intersection marked by a P.Rock being a point on said northerly boundary of the Gwaii Haanas National Park Reserve as shown on said Plan 27 Tube 1452;

Thence generally westerly along the southerly boundaries of the watershed of said Crescent Inlet and of Tasu Sound, being also a portion of the southerly boundary of Tree Farm Licence 24 Block 2, to a point on the O.H.W.M. at Tasu Head, said southerly boundaries crossing in sequence the summits of Apex Mountain, Mount de la Touche, Mount Oliver and Mount Moody;

Thence southwesterly in a straight line to the intersection of the 52°40'36" parallel of north latitude with the 132°13'16" meridian of west longitude (said intersection being a point in the Pacific Ocean approximately 10 kilometres from said point on the O.H.W.M. at Tasu Head);

Save and Except the following described parcels or tracts of land:

Thence due north to said point of commencement.

Area 2

Commencing at the northwest corner of Lot 105, being a point on the O.H.W.M. of Skincuttle Inlet;

Thence due north to a point lying due west of Deluge Point, Moresby Island, said point at approximate latitude 52°19'36" and approximate longitude 131°13'00":

Thence due east to said Deluge Point, Moresby Island, being a point on the O.H.W.M. of Skincuttle Inlet, at approximate latitude $52^{\circ}19'36''$ and approximate longitude $131^{\circ}10'00''$;

Thence generally southeasterly along the O.H.W.M. of Skincuttle Inlet to Ikeda Point, Moresby Island, being a point on the O.H.W.M. of Hecate Strait at approximate latitude 52°18'55" and approximate longitude 131°08'10":

Thence southeasterly in a straight line to the most easterly point of Marion Rock, being a point on the O.H.W.M. of Collison Bay at approximate latitude 52°17'25" and approximate longitude 131°06'30":

Thence due south to a point lying due east of the southeast corner of Lot 2748;

Thence due west to a point lying due south of the southeast corner of Lot 2610;

Thence northwesterly in a straight line to the most southerly corner of Lot 2604;

Thence northwesterly along the southwesterly boundary of said Lot 2604 to the most westerly corner thereof:

Thence northerly in a straight line to the northwest corner of Lot 2607;

Thence northeasterly in a straight line to the most westerly corner of Lot 79;

Thence northeasterly in a straight line to the most westerly corner of Lot 88;

Thence northeasterly along the northwesterly boundary of said Lot 88 to the most northerly corner thereof, and continuing northeasterly in a straight line to the northwest corner of Lot 2597;

Thence northeasterly along the northerly boundary of said Lot 2597 to the O.H.W.M. of Harriet Harbour, on the easterly shore thereof;

Thence generally northerly, northwesterly and northeasterly along the O.H.W.M. of Harriet Harbour and Skincuttle Inlet to the point of commencement.

Area 3

Commencing at a point on the O.H.W.M. of Richardson Island, on the westerly shore thereof, lying due east of the southeast corner of Lot 663, said point being at approximate latitude 52°43'35" and approximate longitude 131°45'15";

Thence southeasterly in a straight line to the intersection of latitude 52°39'25" with longitude 131°42'36", said straight line passing to the west of Lyell and Shuttle Islands;

Thence southeasterly in a straight line to the intersection of latitude 52°34'00" with longitude 131°35'45", said intersection lying easterly of Darwin Point, Moresby Island:

Thence easterly in a straight line to a point on latitude $52^{\circ}34'00''$ lying due south of Sedgwick Point, being a point on the O.H.W.M. of Lyell Island and at approximate latitude $52^{\circ}35'50''$ and approximate longitude $131^{\circ}32'15''$:



1



Thence generally southerly along said westerly boundary of the watershed of Darwin Sound to a point lying due west of the southwest corner of Lot 647;

Thence due east to a point on a line drawn between the intersection of latitude 52°39'25" with longitude 131°42'36" and the intersection of latitude 52°34'00" with longitude 131°35'45";

Thence northwesterly along said line drawn between the intersection of latitude 52°39'25" with longitude 131°42'36" and the intersection of latitude 52°34'00" with longitude 131°35'45" to said intersection of latitude 52°39'25" with longitude 131°42'36";

Thence northwesterly in a straight line to a point on the O.H.W.M. of Richardson Island, on the westerly shore thereof, lying due east of the southeast corner of Lot 663, said point being at approximate latitude 52°43'35" and approximate longitude 131°45'15";

Thence due west to said southeast corner of Lot 663, being the point of commencement.

Explanatory Note: All topographic features herein referred to being according to the Gazetteer of Canada (British Columbia) Third Edition, Ottawa 1985; to National Topographic Series (N.T.S.) Map, (103 B-C Moresby Island, Edition 2) produced at a scale of 1:250,000 by the Army Survey Establishment at Ottawa; to N.T.S. Maps (102-0/14 and 102-0/15 Cape St. James), (103B/2W Lyman Point), (103B/3 Kunghit Island), (103B/5 Gowgaia Bay), (103B/6 Burnaby Island), (103B/11 Ramsay Island), (103B/12 Darwin Sound), (103B/13 and 103B/14 Louise Island) and (103C/9 Tasu Head) produced at a scale of 1:50,000 by the Department of Energy, Mines and Resources at Ottawa and to Canadian Hydrographic Service (C.H.S.) Chart 3853 produced at a scale of 1:150,000 by the Department of Fisheries and Oceans, Ottawa.

SECONDLY:

Commencing at a point on the O.H.W.M. of Richardson Island, on the westerly shore thereof, lying due east of the southeast corner of Lot 663, said point being at approximate latitude 52°43'35" and approximate longitude 131°45'15";

Thence southeasterly in a straight line to the intersection of latitude 52°39'25" with longitude 131°42'36", said straight line passing to the west of Lyell and Shuttle Islands;

Thence southeasterly in a straight line to the intersection of latitude 52°34'00" with longitude 131°35'45", said intersection lying easterly of Darwin Point, Moresby Island;

Thence easterly in a straight line to a point on latitude 52°34'00" lying due south of Sedgwick Point, being a point on the O.H.W.M. of Lyell Island and at approximate latitude 52°35'50" and approximate longitude 131°32'15";

Thence due north to the O.H.W.M. of Sedgwick Bay, on the most northerly shore thereof at approximate latitude 52°38'00" and approximate longitude 131°32'15";

Thence generally northwesterly along said O.H.W.M. of Sedgwick Bay to a point thereon lying due south of Powrivo Point being a point on the O.H.W.M. of Atli Inlet, said point on the O.H.W.M. of Sedgwick Bay at approximate latitude 52°39'10" and approximate longitude 131°35'20";

Thence in a straight line on a bearing of 345° to a point on the northerly O.H.W.M. of Dog Island at approximate latitude 52°44'15" and approximate longitude 131°37'45".

Thence northwesterly in a straight line to Tanu Point, being a point on the O.H.W.M. of Tanu Island at approximate latitude 52°44'46" and approximate longitude 131°42'35";

Thence southwesterly in a straight line to the point of commencement.

THIRDLY:

All those parcels or tracts of land, together with all that foreshore or land covered by water lying above the

ordinary high water mark; (O.H.W.M.) of the Queen Charlotte Islands and more particularly described as follows:

Firstly:

Commencing at the southeast corner of Lot 663;

Thence due east to the ordinary high water mark of Darwin Sound;

Thence in a general northeasterly direction along the ordinary high water mark of Darwin Sound and continuing in a general northwesterly direction along the ordinary high water mark of Crescent Inlet to its intersection with a straight line running from the northeast corner of Lot 663 to Standard B.C. capped post shown as point G on a plan recorded in the Canada Lands Surveys Records at Ottawa as 79937, a copy of which is filed in the Land Title Office at Prince Rupert as PRP 41538;

Thence on a bearing of $211^{\circ}52'07''$ to the northeast corner of Lot 663 as shown on said Plan 79937;

Thence southerly along the easterly boundary of said Lot 663 to the southeast corner thereof,

being the point of commencement.

Secondly:

Commencing at the intersection of the northerly ordinary high water mark of Crescent Inlet with a straight line running from the northeast corner of Lot 663 to Standard B.C. capped post shown as point G on a plan recorded in the Canada Lands Surveys Records at Ottawa as 79937, a copy of which is filed in the Land Title Office at Prince Rupert as PRP 41538;

Thence in general southeasterly, northeasterly and northerly directions along the ordinary high water marks of Crescent Inlet, Logan Inlet and Hecate Strait to the most northeasterly point of Tangil Peninsula at Porter Head at approximate latitude $52^{\circ}48'35''$ and approximate longitude $131^{\circ}39'20''$;

Thence southwesterly in a straight line to the most easterly peak on the Tangil Peninsula at approximate latitude $52^{\circ}48'10''$ and approximate longitude $131^{\circ}39'39''$;

Thence westerly along the watershed boundary that separates those creeks that flow into Dana Inlet from those that flow into Logan Inlet to Standard B.C. capped post being the intersection of the northerly boundary of the watershed of Crescent Inlet with the said watershed boundary that separates those creeks that flow into Dana Inlet from those that flow into Logan Inlet, said post shown as point G on a plan recorded in the Canada Lands Surveys Records at Ottawa as 79937, a copy of which is filed in the Land Title Office at Prince Rupert as PRP 41538;

Thence on a bearing of $211^{\circ}52'07''$ to the point of commencement, except that portion of Special Timber Licence 1209 P (being TO924) lying within the described boundaries.

Thirdly:

That portion of Richardson Island lying to the north and west of a straight line drawn between Tanu Point, being a point on the ordinary high water mark of Tanu Island (at approximate latitude $52^{\circ}44'46''$ and approximate longitude $131^{\circ}42'35''$) and a point on the ordinary high water mark of Richardson Island, on the westerly shore thereof, lying due east of the southeast corner of Lot 663, said point being at approximate latitude $52^{\circ}43'35''$ and approximate longitude $131^{\circ}45'15''$, except Lot 660 (being Timber Licence TO931);

Those portions of Lyell Island lying to the east of a straight line drawn on a bearing of 345° between a point on the ordinary high water mark of Sedgwick Bay (at approximate latitude $52^{\circ}39'10''$ and approximate longitude $131^{\circ}35'20''$) lying due south of Powrivco Point, being a point on the ordinary high water mark of Atli Inlet, and a point on the northerly ordinary high water mark of Dog Island at approximate latitude $52^{\circ}44'15''$ and approximate longitude $131^{\circ}37'45''$, except Lot 1940 (being Timber Licence TO950);

Tanu Island, except Lot 640 (being Timber Licence TO938) and the whole of Tanoo Indian Reserve No. 9

Kunga Island; Faraday Island; Murchison Island; and Ramsay Island.

Huxley Island, Alder Island and Bolkus Islands, together with that portion of Burnaby Island lying to the north and west of a straight line drawn between the most southerly point of Francis Bay, being a point on the ordinary high water mark of Burnaby Island (at approximate latitude 52°21'51" and approximate longitude 131°17'00"), and the most northerly point of Swan Bay, being a point on the ordinary high water mark of Burnaby Island (at approximate latitude 52°21'00" and longitude 131°18'10").

That portion of Moresby Island lying to the east of the westerly boundaries of the watersheds of Louscoone Inlet, Skincuttle Inlet and Burnaby Strait, and to the south of the northerly boundary of the watershed of Bag Harbour, except that portion within the following described boundaries:

Thence in general easterly, southwesterly, northeasterly, southerly, southwesterly and northeasterly directions along the ordinary high water mark of Moresby Island to the most easterly point of Marion Rock, being a point on said ordinary high water mark at approximate latitude 52°17'25" and approximate longitude 131°06'30";

Thence due west to a point lying due south of the southeast corner of Lot 2610;

Thence northerly in a straight line to the northwest corner of Lot 2607;

Thence northeasterly in a straight line to most westerly corner of Lot 88;

Thence northeasterly along the northerly boundary of said Lot 2597 to the ordinary high water mark of Moresby Island;

Thence generally northerly, northwesterly and northeasterly along the ordinary high water mark of Moresby Island to the point of commencement.

<http://100.100.00.100>

TORNGAT MOUNTAINS NATIONAL PARK RESERVE OF CANADA

All that parcel of land in the Province of Newfoundland and Labrador shown on a descriptive map plan prepared by the Department of Natural Resources, dated November 15, 2004 and recorded in the Crown Lands Registry Office in St. John's, Newfoundland and Labrador, under number SP 367; a copy of the plan is attached as appendix D-1 to the Agreement, as defined in section 2 of the *Labrador Inuit Land Claims Agreement Act*; said parcel contains an area of approximately 9 700 square kilometres.

2000, c. 32, Sch. 2; 2002, c. 7, s. 107(E); 2004, c. 20, s. 2; 2005, c. 27, s. 17.

Last updated: 2007-01-05

Important Notices

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Labrador Inuit Land Claims Agreement Act

February, 2007



Department of Justice Ministère de la Justice
Canada Canada

Canada

Consolidated Statutes and Regulations

Labrador Inuit Land Claims Agreement Act (2005, c. 27)

Disclaimer: These documents are not the official versions (more).

Act current to December 10th, 2006

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Labrador Inuit Land Claims Agreement Act

2005, c. 27

L-4.3

[Assented to June 23rd, 2005]

An Act to give effect to the Labrador Inuit Land Claims Agreement and the Labrador Inuit Tax Treatment Agreement

Preamble

WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;

WHEREAS the Inuit of Labrador are an aboriginal people of Canada;

WHEREAS the Inuit of Labrador claim aboriginal rights in and to the Labrador Inuit Land Claims Area, as defined in the Agreement, based on their traditional and current use and occupancy of the lands, waters and sea ice of the Labrador Inuit Land Claims Area in accordance with their own customs and traditions;

WHEREAS the Inuit of Labrador, as represented by the Labrador Inuit Association, the Government of Newfoundland and Labrador and the Government of Canada have negotiated the Agreement;

WHEREAS the Inuit of Labrador, by a vote held on May 26, 2004, approved the Agreement;

WHEREAS on December 6, 2004, the Legislature of the Province of Newfoundland and Labrador enacted the *Labrador Inuit Land Claims Agreement Act* to ratify the Agreement;

WHEREAS the Agreement was signed on behalf of the Inuit of Labrador, Her Majesty the Queen in right of Newfoundland and Labrador and Her Majesty the Queen in right of Canada on January 22, 2005;

AND WHEREAS the Agreement requires that legislation be enacted by the Parliament of Canada in order for the Agreement to be ratified;

NOW, THEREFORE, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

SHORT TITLE

Short title

1. This Act may be cited as the *Labrador Inuit Land Claims Agreement Act*.

INTERPRETATION

Definitions

2. The following definitions apply in this Act.

"Agreement"
«*Accord* »

"Agreement" means the land claims agreement signed on behalf of the Inuit of Labrador, Her Majesty the Queen in right of Newfoundland and Labrador and Her Majesty the Queen in right of Canada on January 22, 2005, including any amendments made to it.

"Inuit bylaw"
«*règlement inuit* »

"Inuit bylaw" means a Bylaw as defined in section 1.1.1 of the Agreement.

"Inuit law"
«*loi inuite* »

"Inuit law" means an Inuit Law as defined in section 1.1.1 of the Agreement.

"Nunatsiavut Government"
«*gouvernement nunatsiavut* »

"Nunatsiavut Government" means the government established pursuant to subsection 17.3.3(a) of the Agreement.

"Tax Treatment Agreement"
«*accord sur le traitement fiscal* »

"Tax Treatment Agreement" means the tax treatment agreement signed on behalf of the Inuit of Labrador on March 15, 2005, Her Majesty the Queen in right of Newfoundland and Labrador on March 24, 2005 and Her Majesty the Queen in right of Canada on April 12, 2005, including any amendments made to it.

Status of Agreement

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

HER MAJESTY

Act binding on Her Majesty

4. (1) This Act is binding on Her Majesty in right of Canada or of a province so as to give effect to the Agreement in accordance with its terms.

Inuit laws and bylaws

(2) Nothing in subsection (1) has the effect of rendering Her Majesty in right of Canada or of a province bound by Inuit laws or Inuit bylaws.

AGREEMENT

Agreement given effect

5. (1) The Agreement is approved, given effect and declared valid and has the force of law.

Rights and obligations

(2) For greater certainty, any person or body has the powers, rights, privileges and benefits conferred on the person or body by the Agreement and shall perform the duties, and is subject to the liabilities, imposed on the person or body by the Agreement.

Third parties

(3) For greater certainty, the Agreement is binding on, and may be relied on by, all persons and bodies that are not parties to it.

Saving

(4) Despite subsection (3), sections 17.27.8 and 17.27.9 of the Agreement may be invoked only by Her Majesty in right of Canada or by the Nunatsiavut Government.

Inconsistency with Agreement

6. (1) In the event of an inconsistency or a conflict between the Agreement and any federal or provincial law, including this Act, the Agreement prevails to the extent of the inconsistency or conflict.

Inconsistency with Act

(2) In the event of an inconsistency or a conflict between this Act and any other federal or provincial law, this Act prevails to the extent of the inconsistency or conflict.

APPROPRIATION

Payments out of C.R.F.

7. There shall be paid out of the Consolidated Revenue Fund any sums that are required to meet the monetary obligations of Her Majesty in right of Canada under chapters 18, 19 and 23 of the Agreement.

TAXATION

Tax Treatment Agreement given effect

8. The Tax Treatment Agreement is approved, given effect and declared valid and has the force of law during the period that it is in effect.

Not a treaty

9. The Tax Treatment Agreement does not form part of the Agreement and is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

GENERAL

Judicial notice of Agreements

10. (1) Judicial notice shall be taken of the Agreement and the Tax Treatment Agreement.

Publication of Agreements

(2) The Agreement and the Tax Treatment Agreement shall be published by the Queen's Printer.

Evidence

(3) A copy of the Agreement or the Tax Treatment Agreement published by the Queen's Printer is evidence of that agreement and of its contents, and a copy purporting to be published by the Queen's Printer is deemed to be so published, unless the contrary is shown.

Judicial notice of Inuit laws and Inuit bylaws

11. (1) Judicial notice shall be taken of Inuit laws and Inuit bylaws.

Evidence of Inuit laws and bylaws

(2) A copy of an Inuit law or an Inuit bylaw purporting to be deposited in a public registry of laws referred to in section 17.5.1 or 17.5.2 of the Agreement is evidence of that law or bylaw and of its contents, unless the contrary is shown.

Statutory Instruments Act

12. For greater certainty, Inuit laws and Inuit bylaws are not statutory instruments within the meaning of the *Statutory Instruments Act*.

Orders and regulations

13. The Governor in Council may make any orders and regulations that are necessary for the purpose of carrying out any of the provisions of the Agreement or of the Tax Treatment Agreement.

Chapter 22 of Agreement

14. Despite subsection 5(1), chapter 22 of the Agreement is deemed to have effect from August 29, 2003.

Notice of issues arising

15. (1) If, in any judicial or administrative proceeding, an issue arises in respect of

(a) the interpretation or validity of the Agreement, or

(b) the validity or applicability of this Act, the enactment by the Legislature of the Province of Newfoundland and Labrador entitled the *Labrador Inuit Land Claims Agreement Act* or any Inuit law or Inuit bylaw,

the issue shall not be decided until the party raising the issue has served notice on the Attorney General of Canada, the Attorney General of Newfoundland and Labrador and the Nunatsiavut Government.

Content of notice

(2) The notice shall

(a) describe the judicial or administrative proceeding in which the issue arises;

(b) state whether the issue arises in respect of the matters referred to in paragraph (1)(a) or (b) or both;

(c) state the day on which the issue is to be argued;

(d) give particulars necessary to show the point to be argued; and

(e) be served at least 14 days before the day of argument, unless the court or tribunal authorizes a shorter period.

Participation in proceedings

(3) In any judicial or administrative proceeding to which subsection (1) applies, the Attorney General of Canada, the Attorney General of Newfoundland and Labrador and the Nunatsiavut Government may appear and participate in the proceeding as parties with the same rights as any other party.

Saving

(4) For greater certainty, subsections (2) and (3) do not require that an oral hearing be held if one is not otherwise required.

CONSEQUENTIAL AMENDMENTS

ACCESS TO INFORMATION ACT

16. [Amendment]

CANADA NATIONAL PARKS ACT

17. [Amendment]

CANADA-NEWFOUNDLAND ATLANTIC ACCORD IMPLEMENTATION ACT

18. [Amendment]

LOBBYISTS REGISTRATION ACT

[Repealed, 2005, c. 27, s. 26]

19. [Repealed, 2005, c. 27, s. 26]

PAYMENTS IN LIEU OF TAXES ACT

20. [Amendment]

PRIVACY ACT

21. [Amendment]

COORDINATING AMENDMENTS

ACCESS TO INFORMATION ACT

22. [Amendments]

LOBBYISTS REGISTRATION ACT

23. [Amendments]

PAYMENTS IN LIEU OF TAXES ACT

24. [Amendments]

PRIVACY ACT

25. [Amendments]

OTHER AMENDMENTS

26. [Amendments]

COMING INTO FORCE

Order in council

*27. This Act, other than sections 22 to 26, comes into force on a day to be fixed by order of the Governor in

Council.

* [Note: Sections 22 to 26 in force on assent June 23, 2005; Act, other than sections 22 to 26, in force December 1, 2005, see SI/2005-117.]

Last updated: 2007-01-05



[Important Notices](#)

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Overlap Agreements

February, 2007

**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

Nunavik Inuit / Nunavut Inuit Overlap Agreement

February, 2007

File

AN AGREEMENT**BETWEEN:**the INUIT OF NUNAVUT, as represented by the
Tungavik Federation of Nunavut;**AND:**the INUIT OF NORTHERN QUÉBEC, as
represented by Makivik Corporation;

In consideration of the promises exchanged herein, the parties agree as follows:

1 The Inuit of Nunavut agree to incorporate the provisions of Schedule "A" of this Agreement into the substantive portion of the text of any land claims agreement that they may enter into with the Crown dealing with the marine areas and islands of Hudson Bay and Hudson Strait;

2 The Inuit of Northern Québec agree not to initiate or participate in any legal proceeding that would seek or serve to prevent or inhibit the entering into or coming into force of a land claims agreement between the Inuit of Nunavut and the Crown in the form of Schedule "B," as amended to incorporate the provisions of Schedule "A";

3 The Inuit of Northern Québec agree not to enter into a land claims agreement with the Crown dealing with the marine areas and islands of Hudson Bay and Hudson Strait that contains any provisions contrary to the provisions of Schedule "A";

4 Upon the coming into force of a land claims agreement between the Inuit of Nunavut and the Crown that incorporates Schedule "A", each party agrees:

- (a) to be bound by and to respect the rights of the other party, as such rights are created or described by Schedule "A"; and
- (b) to take all reasonable steps to facilitate the beneficial enjoyment by the other party of its rights, as such rights are created or described by the Schedule "A";

5 This Agreement may be amended only upon the written consent of each party.

6 In the event a land claims agreement between the Inuit of Nunavut and the Crown that incorporates Schedule "A" does not come into force before December 31, 1993, this Agreement shall become null and void as of that date.

SIGNED, SEALED AND DELIVERED, at Iqaluit,
in the Northwest Territories, this 21st day of October, 1992.

TUNGAVIK FEDERATION OF NUNAVUT
(on behalf of the Inuit of Nunavut)

Per: _____

President

MAKIVIK CORPORATION
(on behalf of Inuit of Northern Québec)

Per: _____

President

Schedule "A"

Sept 16, 1992

ARTICLE 40: INUIT OF NORTHERN QUEBEC**PART 2: NORTHERN QUEBEC INUIT****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
- (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, R.S.Q., c. S-18.1;

"marine areas" means that part of 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 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.


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 all 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 venture described in Schedule 40-3.
- 

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 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 interest 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 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.

Amendments

1. definition of "Inuit" in Section 1.1.1 to be amended by:
 - (a) adding to subsection (a) the following words: "but does not include persons enrolled in any other Canadian aboriginal land claim agreement."
 - (b) replacing in subsection (a) the term "to 2.7.3" with "and 2.7.2 and Part 1 of Article 40".
 - (c) replacing in subsection (b) the words "sections of the Agreement other than 2.7.1 to 2.7.3," with "provisions of the Agreement other than Sections 2.7.1 and 2.7.2, Part 1 of Article 40, and Sections".
2. delete Sections 19.4.3 and 19.4.4.
3. revise Item 3 of Schedule 19-7 to reduce the land quantum to ?.
4. amend Section 39.1.5 by inserting, after "39.1.3", the words "and of all jointly designated organizations exercising powers of a DIO in accordance with Section 40.2.12,"
5. renumber Sections 40.1.2 and 40.1.3 as 40.1.3 and 40.1.4.
6. add new section to Part 1 of Article 40
 - "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."


SCHEDULE 40-1**APPENDIX:
MAP OF AREAS OF EQUAL USE AND OCCUPANCY
(for information purposes only)**

- A** AREA OF EQUAL USE AND OCCUPANCY IN HUDSON STRAIT
B AREA OF EQUAL USE AND OCCUPANCY IN HUDSON BAY
- [Handwritten signature]*

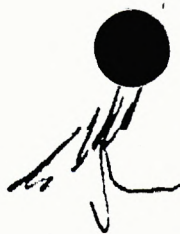
SCHEDULE 40-1**COORDINATES OF AREAS OF EQUAL USE AND OCCUPANCY
IN HUDSON STRAIT AND HUDSON BAY
(Section 40.2.2)****(a) Coordinates of Areas of Equal Use and Occupancy in Hudson Strait.**

- The line shall commence at the intersection of 63°25'N and 76°10'W;
- then it shall proceed generally south and west in a straight line to the intersection of 63°12'N and 77°00'W;
- then generally west and south in a straight line to the intersection of 63°00'N and 77°40'W;
- then generally north and west in a straight line to the intersection of 63°03'N and 78°25'W;
- then generally north and west in a straight line to the intersection of 63°30'N and 78°47'W;
- then generally north and east in a straight line to the intersection of 63°52'N and 77°15'W;
- then generally south and east in a straight line to the intersection of 63°25'N and 76°10'W.

(b) Coordinates of Areas of Equal Use and Occupancy in Hudson Bay

- The line shall commence at the intersection of 56°22'N and 77°25'W;
 - then it shall proceed generally west and south in a straight line to the intersection of 56°07'N and 78°10'W;
 - then shall proceed northerly in a straight line to the intersection of 56°45'N and 78°15'W;
 - then shall proceed generally west and north in a straight line to the intersection of 57°00'N and 78°40'W;
 - then shall proceed generally west and north in a straight line to the intersection of 57°15'N and 80°00'W;
 - then northerly in a straight line to 58°00'N and 79°45'W;
- 

- then generally east and south in a straight line
to the intersection of 57°40'N and 78°00'W;
- then generally east and south in a straight line
to the intersection of 57°00'N and 77°25'W;
- then southerly in a straight line
to the intersection of 56°22'N and 77°25'W.



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 Maps (Nos. 1 to __) that were jointly delivered by the Parties to the registrar on the 7 day of 7 1992.



SCHEDULE 40-3

EXEMPT VENTURE
(Section 40.2.13)

[Handwritten signature]
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**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

**Nunavik Inuit and Crees of Eeyou Istchee
Overlap Agreement**

February, 2007

**CONSOLIDATED AGREEMENT
RELATING TO THE CREE/INUIT OFFSHORE
OVERLAPPING INTERESTS AREA**

**BETWEEN
THE CREES OF EYYOU ISTCHEE
AND
THE NUNAVIK INUIT**

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CONSOLIDATED AGREEMENT
RELATING TO THE CREE/INUIT
OFFSHORE OVERLAPPING INTERESTS AREA

BETWEEN, ON THE ONE HAND: The **CREES OF EYYOU ISTCHEE**, acting through the **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**

AND

ON, THE OTHER HAND: **NUNAVIK INUIT**, acting through **MAKIVIK CORPORATION**.

PREAMBLE

WHEREAS the Crees of Eeyou Istchee and the Nunavik Inuit have always occupied and used the Overlap Area and have developed traditions for sharing the Overlap Area;

WHEREAS, on November 11th, 1975, the Crees of Eeyou Istchee and the Nunavik Inuit entered into the James Bay and Northern Québec Agreement, which gave, granted, recognized and provided to the Crees of Eeyou Istchee and the Nunavik Inuit the rights, privileges and benefits set out therein;

WHEREAS the James Bay and Northern Québec Agreement did not affect, modify or otherwise impair, restrict or infringe upon the aboriginal and other rights, titles and interests of the Crees of Eeyou Istchee and of the Nunavik Inuit in areas situated outside the borders of the province of Québec, including the marine areas and islands adjacent to the said province in James Bay, Hudson's Bay, Hudson's strait and Ungava bay;

WHEREAS, in a letter of commitments dated November 15th, 1974, certain understandings reached between the Government of Canada and the Crees of Eeyou Istchee and the Nunavik Inuit were set out, including the undertaking of Canada to negotiate with the Crees of Eeyou Istchee and the Nunavik Inuit in regard to the said offshore areas;

WHEREAS such negotiations are ongoing with both the Crees of Eeyou Istchee and the Nunavik Inuit;

WHEREAS the Crees of Eeyou Istchee and the Nunavik Inuit have certain overlapping aboriginal and other rights, titles and interests in certain marine areas and islands adjacent to the province of Québec in James Bay and Hudson's Bay;

WHEREAS, on August 21st, 2002, the Grand Council of the Crees (Eeyou Istchee) and Makivik Corporation reached a "Cree/Inuit Agreement on Offshore Overlap" which was subsequently ratified pursuant to the terms of that agreement;

WHEREAS on October 25th, 2002 the Nunavik Inuit and the Government of Canada signed an "Agreement-in-Principle concerning the Nunavik Marine Region";

WHEREAS the parties hereto wish to set out in writing the terms and arrangements flowing from the "Cree/Inuit Agreement on offshore overlap" and to incorporate such terms and arrangements in the Nunavik Inuit Final Agreement and in the Crees of Eeyou Istchee Final Agreement;

WHEREAS the Crees of Eeyou Istchee and the Nunavik Inuit wish to reiterate the continued good relations, cooperation and solidarity which has characterized their relationship since the negotiations of the James Bay and Northern Québec Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I - GENERAL

- 1.1 The provisions of this Agreement shall all be incorporated in the Nunavik Inuit Final Agreement, and any modifications to the wording of this Agreement carried out for purposes of coherence with the Nunavik Inuit Final Agreement shall only be made with the consent of the GCC(EI), which consent shall not be arbitrarily or unreasonably withheld.
- 1.2 The provisions of this Agreement shall all be incorporated in the Crees of Eeyou Istchee Final Agreement, and any modifications to the wording of this Agreement carried out for purposes of coherence with the Crees of Eeyou Istchee Final Agreement shall only be made with the consent of Makivik Corporation, which consent shall not be arbitrarily or unreasonably withheld.
- 1.3 In the event of any inconsistency between the Nunavik Inuit Final Agreement or the Crees of Eeyou Istchee Final Agreement and the provisions herein, this Agreement shall prevail to the extent of such inconsistency or conflict.
- 1.4 For greater certainty, nothing on this Agreement, in the Nunavik Inuit Final Agreement, or in any legislation ratifying or implementing their terms, shall:
 - a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights of the Crees of Eeyou Istchee, including those rights set out under the terms of the JBNQA;

- b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights of the Crees of Eeyou Istchee, including those rights set out under the terms of the JBNQA.
- 1.5 For greater certainty, nothing in this Agreement, in the Crees of Eeyou Istchee Final Agreement, or in any legislation ratifying or implementing their terms shall:
- a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights of the Nunavik Inuit, including those rights set out under the terms of the JBNQA;
 - b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights of the Nunavik Inuit, including those rights set out under the terms of the JBNQA.
- 1.6 The reciprocal arrangements between the Nunavik Inuit and the Inuit of Nunavut set out in article 28 of the Nunavik Inuit AIP and in article 40 of the Nunavut Land Claims Agreement shall not affect the rights, titles and interests of the Crees of Eeyou Istchee in the Cree/Inuit Offshore Overlapping Interests Area as set out in this Agreement and the Crees of Eeyou Istchee Final agreement.
- 1.7 The Nunavik Marine Region which will be set out and described in the Nunavik Inuit Final Agreement shall comprise the Nunavik Marine Region as described in Schedule 3-1 of the Nunavik Inuit AIP save that the geographic coordinate of that description which reads as follows:
- "- thence southeasterly in a straight line to a point at the intersection of 53°45'N latitude and 79°05'W longitude at the ordinary low water mark on the south shore of Québec, south of Chisasibi"*
- shall be changed in the Nunavik Inuit Final Agreement in order to reflect the following geographic coordinates:
- "- thence southeasterly in a straight line to a point at the intersection of 53°45'31"N latitude and 79°06'55"W longitude, north of Aatsiguuyaannuminshtuk island;*
- thence due east along the 53°45'31"N latitude to a point at the ordinary low water mark on the shore of Québec south of Chisasibi at the intersection of 53°45'31"N latitude and 79°04'56"W longitude;"*
- 1.8 Unless otherwise stipulated in this Agreement, nothing in this Agreement affects or is intended to affect any rights of Nunavik Inuit under the Nunavik Inuit Final Agreement or of Crees of Eeyou Istchee, under the Crees of Eeyou Istchee Final Agreement in or related to the Overlap Area, including with respect to wildlife compensation, capital transfers, resource revenues sharing or resource royalty sharing.

PART II - OBJECTS

2.1 The principal objects of this Agreement are as follows:

- a) to provide for the continuation of harvesting by the Crees of Eeyou Istchee and the Nunavik Inuit in the Cree/Inuit Offshore Overlapping Interests Area, regardless of land claims agreement boundaries;
- b) to identify the Cree/Inuit Offshore Overlapping Interests Area and the three (3) zones comprised within this Overlap Area;
- c) to identify a Joint Inuit/Cree Zone within this Overlap Area, and with respect to such Joint Zone to provide for:
 - i) the joint and equal ownership of lands and the joint and equal sharing of other interests, benefits and revenues by the Crees of Eeyou Istchee and the Nunavik Inuit;
 - ii) the sharing of wildlife between the Crees of Eeyou Istchee and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the joint and equal participation of the Crees of Eeyou Istchee and the Nunavik Inuit in the management of the lands, resources and wildlife, including joint and equal participation in regimes for wildlife management, planning, land and water management and development impact assessment in such zone;
- d) to identify an Inuit Zone within this Overlap Area and with respect to such zone, to provide for:
 - i) the ownership of lands by the Nunavik Inuit and other interests, benefits and revenues of the Nunavik Inuit;
 - ii) the sharing of wildlife between the Crees of Eeyou Istchee and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the participation of the Crees of Eeyou Istchee in the management of wildlife, including participation in the regime for wildlife management to be provided for in the Nunavik Inuit Final Agreement;
- e) to identify a Cree Zone within this Overlap Area and with respect to such zone, to provide for:

- i) the ownership of lands by the Crees of Eeyou Istchee (save those islands described in schedule 6) and other interests, benefits and revenues of the Crees of Eeyou Istchee;
 - ii) the sharing of wildlife between the Crees of Eeyou Istchee and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the participation of the Nunavik Inuit in the management of wildlife, including participation in the regime for wildlife management provided for in the Crees of Eeyou Istchee Final Agreement;
- f) to promote cooperation and good relations between the Crees of Eeyou Istchee and the Nunavik Inuit and with third parties.

PART III - DEFINITIONS AND INTERPRETATIONS

3.1 In this Agreement:

"Basic Needs Level" means:

- a) for the Nunavik Inuit, the level of harvest in the Overlap Area for specific species, stocks or populations of wildlife determined on the basis of available information and reflecting consumption or use by Nunavik Inuit and marketing or trade by Nunavik Inuit for consumption or use in the Overlap Area or in northern Québec;
- b) for the Crees of Eeyou Istchee, the level of harvest in the Overlap Area for specific species, stocks or populations of wildlife determined on the basis of available information and reflecting consumption or use by the Crees of Eeyou Istchee and marketing or trade by the Crees of Eeyou Istchee for consumption or use in the Overlap Area or in northern Québec.

"Cree/Inuit Offshore Overlapping Interests Area" or *"Overlap Area"* means those areas described in Schedule 1 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

"Crees of Eeyou Istchee" means the *"Crees"* as defined in the JBNQA;

"Crees of Eeyou Istchee Final Agreement" means a Final Agreement between the Crees of Eeyou Istchee and Her Majesty the Queen in Right of Canada concerning the Eeyou Marine Region and which is to be negotiated, signed and ratified;

"Cree Zone" means those areas described in Schedule 3 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

"*EMR*" means the "*Eeyou Marine Region*";

"*Eeyou Marine Region*" means the area to be described in the Crees of Eeyou Istchee Final Agreement and including the Overlap Area;

"*GCC(EI)*" means the "*Grand Council of the Crees (Eeyou Istchee)*";

"*GDO*" means the *GCC(EI)* or an organization designated by the *GCC(EI)*;

"*Grand Council of the Crees (Eeyou Istchee)*" or "*GCC(EI)*" means the Corporation representing the Crees of Eeyou Istchee;

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

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

"*Inuit Zone*" means those areas described in Schedule 4 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

"*James Bay and Northern Québec Agreement*" or "*JBNQA*" means the Agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-77, chapter 32) and by the *Act approving the Agreement concerning James Bay and Northern Québec* (S.Q., 1976, chapter 46), and as amended from time to time by Complementary Agreements thereto;

"*JBNQA*" means the "*James Bay and Northern Québec Agreement*";

"*Joint Inuit/Cree Zone*" or "*Joint Zone*" means those areas described in Schedule 2 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

"*Joint Zone*" means the "*Joint Inuit/Cree Zone*";

"*land*" includes land covered by water, and the minerals in or on land;

"*Makivik Corporation*" or "*Makivik*" means the Corporation representing Nunavik Inuit and created by virtue of *An Act respecting the Makivik Corporation*, S.Q., 1978, chapter 91, R.S.Q., chapter S-18.1;

"*Makivik*" means the "*Makivik Corporation*";

"*marine areas*" means Canada's internal waters or territorial sea, whether open or ice-covered, but does not include inland waters in Québec. For greater certainty, the reference to internal waters or territorial sea includes the seabed and subsoil below those internal waters or territorial sea;

"*marine resources*" means organic and inorganic resources, including land, water and ice, located in, on or under the Overlap Area, and includes wildlife inhabiting the Overlap Area on a permanent, temporary or seasonal basis.

"*MDO*" means Makivik Corporation or an organization designated by Makivik Corporation;

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

"*Nunavik Inuit*" means the "*Inuit*" as defined in the JBNQA;

"*Nunavik Inuit Final Agreement*" means the Nunavik Inuit Land Claims Agreement which is to be negotiated, signed and ratified pursuant to the Nunavik Inuit AIP;

"*Nunavik Inuit Marine Region Agreement-in-Principle*" or "*Nunavik Inuit AIP*" means the Agreement-in-Principle between Nunavik Inuit and Her Majesty the Queen in Right of Canada signed on October 25th, 2002;

"*Nunavik Inuit AIP*" means the "*Nunavik Inuit Marine Region Agreement-in-Principle*";

"*NMR*" means the "*Nunavik Marine Region*";

"*Nunavik Marine Region*" or "*NMR*" means the area described in Article 3 of the Nunavik Inuit AIP as amended by section 1.7 hereof and including the Overlap Area;

"*Nunavut Land Claims Agreement*" means the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada ratified, given effect and declared valid by the *Nunavut Land Claims Agreement*, S.C. 1993, c. 29;

"*Overlap Area*" means the "Cree/Inuit Offshore Overlapping Interests Area";

"*Total Allowable Take*" for a species, stock or population means an amount of wildlife able to be lawfully harvested;

"*resources*" includes lands, minerals, wildlife, water and the environment generally;

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

"*water*" means waters in any river, stream, lake or other body of inland waters on the surface or underground and includes all inland ground waters and ice.

3.2 The preamble and schedules referred to in this Agreement form an integral part hereof.

3.3 The Overlap Area constitutes part of both the NMR and of the EMR.

PART IV - WILDLIFE HARVESTING

- 4.1 Subject to the terms of this Agreement, throughout the Overlap Area, the Nunavik Inuit and the Crees of Eeyou Istchee shall have the same rights respecting the harvest of wildlife, with these rights being exercised in accordance with their respective customs and traditions in a manner so as not to compromise each other's harvesting activities.
- 4.2 The Nunavik Inuit shall not, without the consent of the Crees of Eeyou Istchee, harvest for commercial purposes nor exercise any harvest rights of a commercial nature or any rights to operate outfitting or recreational harvest facilities in the Cree Zone. The Crees of Eeyou Istchee shall not, without the consent of the Nunavik Inuit, harvest for commercial purposes nor exercise any harvest rights of a commercial nature or any rights to operate outfitting or recreational harvest facilities in the Inuit Zone.
- 4.3 Where the Basic Needs Levels for the Overlap Area of both the Nunavik Inuit and of the Crees of Eeyou Istchee exceed the Total Allowable Take in the Overlap Area for a specific species, stock or population of wildlife, the Total Allowable Take in the Overlap Area for the concerned species, stock or population of wildlife shall be allocated between the Nunavik Inuit and the Crees of Eeyou Istchee so as to reflect the ratio of their Basic Needs Levels for that species, stock or population, and both such allocations shall be awarded the same order of priority.
- 4.4 In the Joint Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be jointly and equally determined and assumed by the bodies responsible for such under the Nunavik Inuit Final Agreement and the Crees of Eeyou Istchee Final Agreement. The Nunavik Inuit and the Crees of Eeyou Istchee shall have equal participation and an equal voice in such bodies when such bodies are making decisions or carrying out their responsibilities related to wildlife management in the Joint Zone.
- 4.5 In the Inuit Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be determined and assumed by the body responsible for such under the Nunavik Inuit Final Agreement. The Crees of Eeyou Istchee shall be entitled to have an observer with the right of participating in the deliberations of such body when it is making any decisions or carrying out any of its responsibilities. This observer shall moreover be entitled to vote in such body and to replace an Inuit nominee therein when it is making decisions or carrying out its responsibilities related to wildlife management in the Inuit Zone.
- 4.6 In the Cree Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be determined and assumed by the body responsible for such under the Crees of Eeyou Istchee Final Agreement.

The Nunavik Inuit shall be entitled to have an observer with the right of participating in the deliberations of such body when it is making any decisions or carrying out any of its responsibilities. This observer shall moreover be entitled to vote in such body and to replace a Cree nominee therein when it is making decisions or carrying out its responsibilities related to wildlife management in the Cree Zone.

- 4.7 For greater certainty, the presumptions as to needs provided in sections 5.3.7 to 5.3.12 and the allocation of Total Allowable Take provided for in sections 5.3.13 and 5.3.14 of the Nunavik Inuit AIP (and any related provisions in the Nunavik Inuit Final Agreement) as well as any similar provisions in the Crees of Eeyou Istchee Final Agreement shall be shared and applied throughout the Overlap Area in a manner consistent with the level of harvest of each group within the Overlap Area.
- 4.8 The right of first refusal to establish and operate new commercial operations set out in section 5.3.15 of the Nunavik Inuit AIP (and any related provisions in the Nunavik Inuit Final Agreement) and any similar provisions in the Crees of Eeyou Istchee Final Agreement shall be jointly and equally held by Nunavik Inuit and the Crees of Eeyou Istchee in the Joint Zone. In the Cree Zone, this right will be exclusively exercised by the Crees of Eeyou Istchee. In the Inuit Zone, this right will be exclusively exercised by the Nunavik Inuit.
- 4.9 The GCC(EI) shall represent the Crees of Eeyou Istchee for all purposes related to wildlife management in the Joint Zone and in the Inuit Zone unless the GCC(EI) designates another organization for such purposes. Makivik Corporation shall represent the Nunavik Inuit for all purposes related to wildlife management in the Joint Zone and in the Cree Zone unless Makivik Corporation designates another organization for such purposes.

PART V - LAND OWNERSHIP IN THE OVERLAP AREA

A) JOINT ZONE

- 5.1 In the Joint Zone, lands may be selected pursuant to Article 11 of the Nunavik Inuit AIP (or its equivalent in the Nunavik Inuit Final Agreement) or pursuant to similar provisions under the Crees of Eeyou Istchee Final Agreement, only with the consent of both the GCC(EI) and of Makivik Corporation, which consent shall not be arbitrarily or unreasonably withheld.
- 5.2 Unless the GCC(EI) and Makivik Corporation agree otherwise, in the Joint Zone, all the lands shall be selected for joint ownership by the Crees of Eeyou Istchee and the Nunavik Inuit, and all lands selected therein by either group shall be jointly owned as provided herein.

- 5.3 In respect to any lands in the Joint Zone which are withdrawn from disposal under the *Territorial Land Act* or the *Commissioner's Land Act*, as may be applicable, and which require the consent of either Makivik or of the GCC(EI) to be leased or otherwise alienated, the parties agree that neither the consent of Makivik or of the GCC(EI) will be provided for such purposes unless both Makivik and the GCC(EI) jointly consent to said lease or alienation.
- 5.4 Upon the ratification of either the Nunavik Inuit Final Agreement or the Crees of Eeyou Istchee Final Agreement, whichever comes first, the lands selected by either the Nunavik Inuit or the Crees of Eeyou Istchee in the Joint Zone shall vest equally in a MDO on behalf of and for the benefit of Nunavik Inuit and in a GDO on behalf of and for the benefit of the Crees of Eeyou Istchee, as joint tenants and not as tenants in common. The Crees of Eeyou Istchee and the Nunavik Inuit shall have, through the MDO and the GDO respectively, the same and equal interests in such lands.
- 5.5 All provisions of the Nunavik Final Agreement applying to Nunavik Inuit Lands under the meaning of that Final Agreement, except provisions incompatible with the present Agreement such as provisions providing for vesting of Nunavik Inuit Land, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands in the Joint Zone. Any rights or powers of a MDO under the Nunavik Final Agreement in respect of Nunavik Inuit Lands shall be exercised and enjoyed jointly and equally by a MDO and a GDO in respect of the jointly owned lands in the Joint Zone.
- 5.6 All provisions of the Crees of Eeyou Istchee Final Agreement applying to Cree Lands under the meaning of that Final Agreement, except provisions incompatible with the present Agreement such as provisions for vesting of Cree Lands, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands in the Joint Zone. Any rights or powers of a GDO under the Crees of Eeyou Istchee Final Agreement in respect of Cree Lands shall be exercised and enjoyed jointly and equally by a GDO and a MDO in respect of the jointly owned lands in the Joint Zone.
- 5.7 With respect to any lands in the Joint Zone, and notwithstanding any other rule or process provided by statute, at law or in equity, neither the Nunavik Inuit nor the Crees of Eeyou Istchee 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 observations, study or enjoyment of natural or cultural features of the land; or
 - d) make use of the lands so as to cause physical alteration or in any way diminish their value;

without the prior written consent of both the Nunavik Inuit and the Crees of Eeyou Istchee acting through a MDO and a GDO respectively, and any act or instrument purporting to do so shall be null, void and of no effect.

B) CREE ZONE

- 5.8 In the Cree Zone, to the exception of the lands described in schedule 6, no land may be selected by the Nunavik Inuit pursuant to Article 11 of the Nunavik Inuit AIP (or its equivalent in the Nunavik Inuit Final Agreement); and all other land selections made by the Nunavik Inuit pursuant to the Nunavik Inuit Final Agreement must be carried out in such a fashion as to ensure that the Cree of Eeyou Istchee will be capable of selecting for exclusive ownership 80% of the lands in the Cree Zone should they so desire.
- 5.9 The lands described in Schedule 6 will be taken out of the 80% land allocation for the Nunavik Inuit outside the Overlap Area and will not affect in any way the land allocation of the Crees of Eeyou Istchee as set out in the Crees of Eeyou Istchee Final Agreement.

C) INUIT ZONE

- 5.10 In the Inuit Zone, no lands may be selected by the Crees of Eeyou Istchee pursuant to the Crees of Eeyou Istchee Final Agreement and all other land selections made by the Crees of Eeyou Istchee pursuant to the Crees of Eeyou Istchee Final Agreement must be carried out in such a fashion as to ensure that the Nunavik Inuit will be capable of selecting for exclusive ownership 80% of the lands in the Inuit Zone should they so desire.

PART VI - OTHER INTERESTS, BENEFITS AND REVENUES

- 6.1 Notwithstanding any other provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement, the Nunavik Inuit and the Crees of Eeyou Istchee shall jointly and equally benefit and share all and any interests, benefits and revenues arising, derived or related to the Joint Zone (including marine resources) and provided by or resulting from either or both Final Agreements.
- 6.2 For greater certainty, and without limiting the provisions of section 6.1, the Nunavik Inuit and the Crees of Eeyou Istchee shall jointly and equally benefit and share all and any revenues obtained by either and arising, derived or related to the Joint Zone and resulting from any right or interest to a share of resource revenues or resource royalties provided by either or both the Nunavik Inuit Final Agreement or the Crees of Eeyou Istchee Final Agreement.
- 6.3 In the Joint Zone, the rights of the Nunavik Inuit pursuant to Articles 12 (Protected Areas), 20 (Archaeology) and 21 (Ethnographic Resources and

Archival Records) of the Nunavik Inuit AIP (and the related provisions of the Nunavik Inuit Final Agreement) shall be jointly held and shall apply on an equal basis to the Crees of Eeyou Istchee, and the functions of a MDO pursuant to these articles shall be exercised by an organization jointly designated by the GCC(EI) and Makivik Corporation to exercise these functions.

- 6.4 In the Cree Zone, the rights of the Nunavik Inuit pursuant to Articles 12, 20 and 21 of the Nunavik Inuit AIP (and the related provisions of the Nunavik Inuit Final Agreement) shall not be exercised and shall be fully transferred and assigned to the Crees of Eeyou Istchee to be held and exercised by the GCC(EI) or a GDO. In the event an archaeological find in the Eeyou Marine Region outside the Joint Zone can be reasonably attributed to Inuit populations, the GDO responsible for such shall consult Makivik in regard to the use and ownership of such find and of the artefacts related thereto.
- 6.5 In the Inuit Zone, the Crees of Eeyou Istchee shall not exercise under the Crees of Eeyou Istchee Final Agreement any rights similar to or equivalent to those set out pursuant to Articles 12, 20 and 21 of the Nunavik Inuit AIP. In the event an archaeological find in the Nunavik Marine Region outside the Joint Zone can be reasonably attributed to Cree populations, the MDO responsible for such shall consult the GCC(EI) in regard to the use and ownership of such find and of the artefacts related thereto.
- 6.6 Neither the Crees of Eeyou Istchee nor the Nunavik Inuit shall carry out any mineral resources development or any other economic or business related activities on Crown lands in the Joint Zone without the consent of the other. Such consent may be given by the GCC(EI) for the Crees of Eeyou Istchee and by Makivik Corporation for the Nunavik Inuit.
- 6.7 Neither the Crees of Eeyou Istchee nor the Nunavik Inuit shall operate any wildlife outfitting activities (including sport lodges and naturalist lodges) or commercial wildlife harvesting anywhere in the Joint Zone (including marine areas and Crown lands) without the consent of the other. Such consent may be given by the GCC(EI) for the Crees of Eeyou Istchee and by Makivik Corporation for the Nunavik Inuit.
- 6.8 Should either the Crees of Eeyou Istchee or the Nunavik Inuit wish to carry out mineral resources development activities or other economic or business related activities in marine areas located in the Joint Zone, they shall consult the other before proceeding with such activities. Such consultation shall be carried out with the GCC(EI) for the Crees of Eeyou Istchee and with Makivik Corporation for the Nunavik Inuit.

PART VII - MANAGEMENT IN THE OVERLAP AREA

- 7.1 In the Cree Zone, the management regimes provided in the Crees of Eeyou Istchee Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply and shall be substituted to any other similar regimes provided for in the Nunavik Inuit Final Agreement.
- 7.2 When making a decision concerning the Cree Zone which may directly affect rights or interest of Nunavik Inuit, the bodies or organizations designated or created pursuant to the Crees of Eeyou Istchee Final Agreement for planning, land and water management and development impact assessment, shall ensure the effective participation and an effective voice for the Nunavik Inuit in such body or organization when making such decision.
- 7.3 In the Inuit Zone, the management regimes provided in the Nunavik Inuit Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply and shall be substituted to any other similar regimes provided for in the Crees of Eeyou Istchee Final Agreement.
- 7.4 When making a decision concerning the Inuit Zone which may directly affect rights or interests of Crees of Eeyou Istchee, the bodies or organization designated or created pursuant to the Nunavik Inuit Final Agreement for planning, land and water management and development impact assessment, shall ensure the effective participation and an effective voice for the Crees of Eeyou Istchee in such body or organization when making such decision.
- 7.5 In the Joint Zone, the management regimes provided in both the Nunavik Inuit Final Agreement and the Crees of Eeyou Istchee Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply jointly and equally. The Nunavik Inuit and the Crees of Eeyou Istchee shall have equal participation and an equal voice in the bodies or organisations designated or created under these Final Agreements for such purposes when they are making decisions or carrying out their responsibilities in the Joint zone.
- 7.6 In the event the Nunavik Inuit Final Agreement is ratified prior to the Crees of Eeyou Istchee Final Agreement, the GCC(EI) shall exercise all management responsibilities for the Crees of Eeyou Istchee in the Joint Zone in order to render effective sections 7.4 and 7.5 hereof between the date the Nunavik Inuit Final Agreement becomes effective and the date the Crees of Eeyou Istchee Final Agreement becomes effective.
- 7.7 In the event the Crees of Eeyou Istchee Final Agreement is ratified prior to the Nunavik Inuit Final Agreement, Makivik shall exercise all management

responsibilities for the Nunavik Inuit in the Joint Zone in order to render effective sections 7.2 and 7.5 hereof between the date the Crees of Eeyou Istchee Final Agreement becomes effective and the date the Nunavik Inuit Final Agreement becomes effective.

PART VIII - SETTLEMENT OF DISPUTES

- 8.1 Generally, the parties will endeavour to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement reproducing this Agreement. To this end, the parties agree to put in place a dispute resolution mechanism to ensure that recourse to courts or other forums only occurs as a last resort.
- 8.2 For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of this Agreement or of the provisions of either the Nunavik Inuit Final Agreement or of the Crees of Eeyou Istchee Final Agreement reproducing this Agreement and which is formally raised by any of the parties for these purposes.
- 8.3 The only parties authorized to bring disputes for resolution under the present dispute resolution mechanism are the GCC(EI) or a GDO and Makivik Corporation or a MDO.
- 8.4 The parties will endeavour in good faith to settle the dispute through cooperation and consultation in order to arrive at a mutually satisfactory solution.
- 8.5 Failing resolution by the parties, the dispute shall be referred to an independent and impartial third party for mediation as hereinafter set out:
- a) the mediator shall be chosen jointly by the parties, and failing agreement, by a Judge of the Québec Superior Court, upon application to the court;
 - b) the parties shall each submit to the mediator their views on the issue in dispute;
 - c) the parties undertake that as a condition of the mediation process, to renounce to any prescription acquired and to agree that prescription (if applicable) of any right, claim or matter which is the subject of the dispute shall be interrupted and shall, if necessary, be specifically renounced from time to time until the mediator declares the mediation process to be at an end;
 - d) the mediation process and all proceedings in connection therewith shall be and will remain confidential;

- e) the mediator shall not issue a report or make any recommendations unless authorized to do so by all the parties;
 - f) any party may request that the mediator terminate the mediation process when there are reasonable and probable grounds to believe that, despite the best efforts of the parties acting in good faith, no settlement is likely to be reached in the dispute through mediation.
- 8.6 At any time during the course of the mediation process, the parties may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, including those of an *amiable compositeur*, the whole within the meaning, and as set out in the Civil Code of Québec and the Code of Civil Procedure of Québec.
- 8.7 Each party will assume its expenses related to the mediation and half the expenses and fees of the mediator.

PART IX - STATUS AND SECURITY OF RIGHTS

- 9.1 In addition to any person or body that is recognized by laws of general application as having standing, a MDO on behalf of the Nunavik Inuit and a GDO on behalf of the Crees of Eeyou Istchee shall have standing before an appropriate court or other body to enforce this Agreement and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement in which the terms of this Agreement are reproduced, against the Crown or any person.
- 9.2 This Agreement, and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Eeyou Istchee Final Agreement in which its terms are reproduced, shall not be amended without the prior written consent of both the GCC(EI) and of Makivik.
- 9.3 The parties will ensure that the Government of Canada will not include any provisions contrary to this Agreement in either the Nunavik Inuit Final Agreement, the Crees of Eeyou Istchee Final Agreement or in any legislation implementing their terms.

SIGNATURES

AND THE PARTIES HAVE SIGNED at Whapmagoostui / Kuujjuaraapik, this 30th day of April, 2003.

**GRAND COUNCIL OF THE CREES
(EYYOU ISTCHEE)**

Per: (S) *Ted Moses*

(S) *Roderick Pachano*
Witness

Per: (S) *David Masty*

MAKIVIK CORPORATION

Per : (S) *Pita Aatami*

(S) *Anthony Ittoshat*
Witness

Per: (S) *Johnny Peters*

**SCHEDULE 1 -
GEOGRAPHIC COORDINATES OF THE CREE/INUIT
OFFSHORE OVERLAPPING INTERESTS AREA**

The Cree/Inuit Offshore Overlapping Interests Area (Overlap Area), as illustrated on Schedule 1a and Schedule 5, includes all the marine areas, islands, lands and waters within the following boundary:

1. Commencing at the boundary of Québec south of Chisasibi, as illustrated on Schedule 1a and Schedule 1b, at the intersection of 53°45'31"N latitude and approximate 79°04'56"W longitude;
2. thence west following 53°45'31"N latitude to a point at the intersection of 79°06'55"W longitude, south of Tiny Island and north of locally known Aahchikuyaaniminishtikw Island;
3. thence northwesterly following the geodesic line to a point at the intersection of 54°00'N latitude and 80°50'W longitude;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30'N latitude and 81°20'W longitude, northwest of Bear Island;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement;
6. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 79°45'W longitude, north of Long Island;
7. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°15'N latitude and 79°00'W longitude, northeast of Long Island and southwest of Kuujjuaraapik and Whapmagoostui, Québec;
8. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik and Whapmagoostui, Québec;
9. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island;
10. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Salliquit Islands and west of the Nastapoka Islands;
11. thence north following 77°25'W longitude, coincident with the NSA, to a point at the intersection of 57°00'N latitude;

12. thence northwesterly, coincident with the NSA, to a point at the intersection of 57°40'N latitude and 78°00'W longitude;
13. thence north following 78°00'W longitude to a point at the intersection of 57°47'56"N latitude;
14. thence east following 57°47'56"N latitude, passing approximately one kilometer north of Cotter Island, as illustrated on Schedule 1c, to a point at the intersection with the boundary of Québec at approximate 76°58'45"W longitude;

thence in a general southerly direction following the boundary of Québec to the point of commencement.

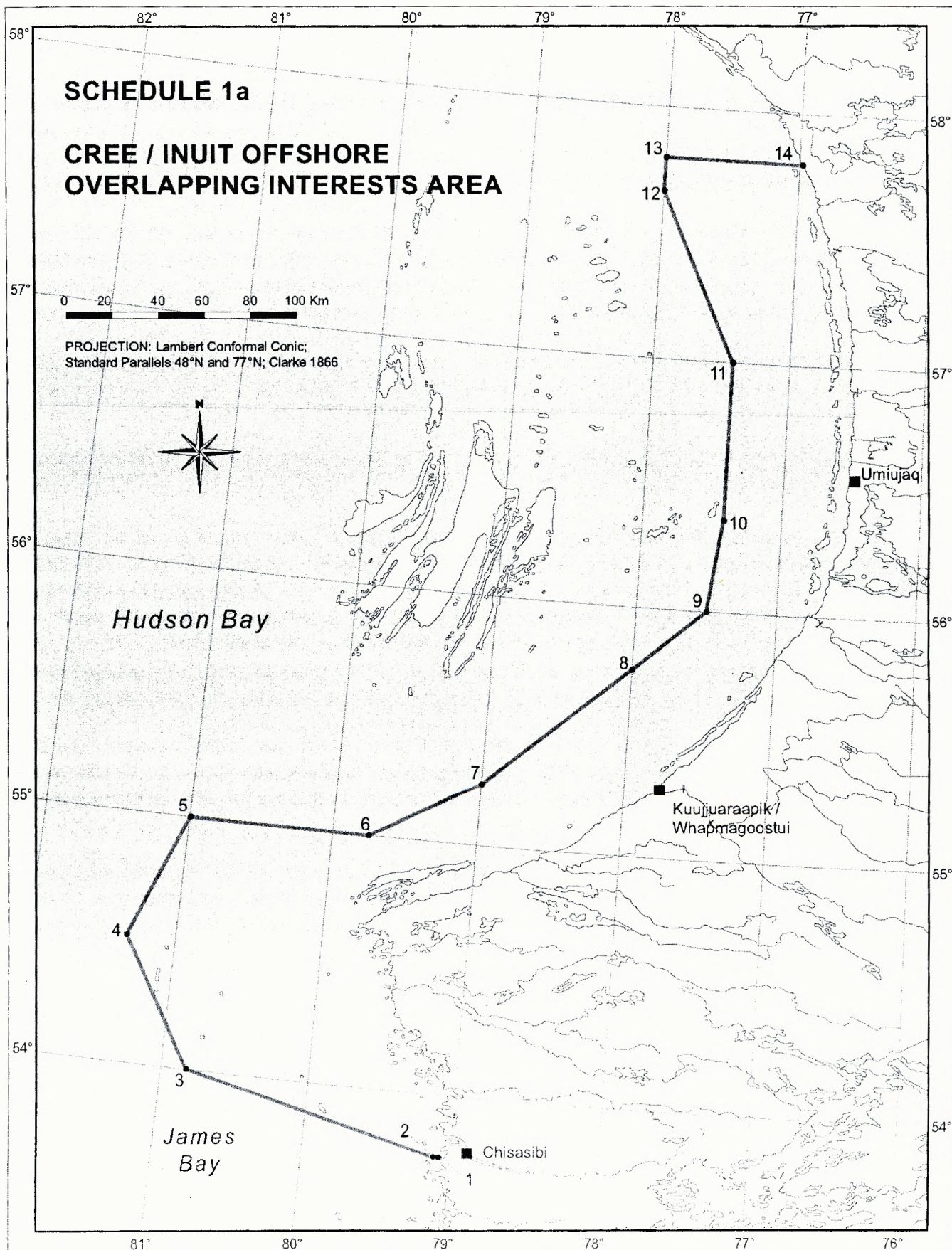
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

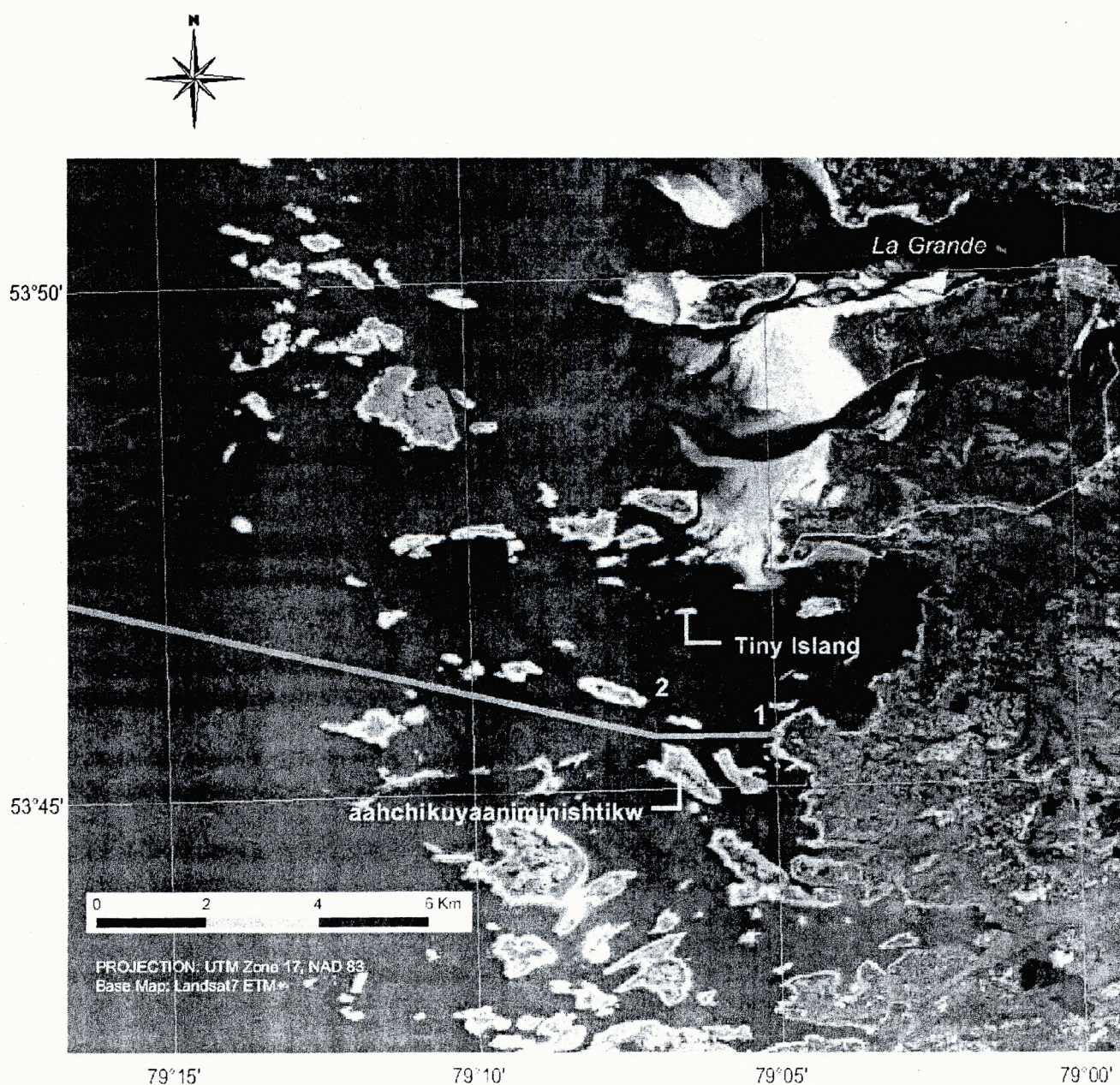
**SCHEDULE 1A -
MAP "CREE/INUIT OFFSHORE OVERLAPPING INTERESTS AREA"**



**SCHEDULE 1B -
MAP "SOUTHERN BOUNDARY OF THE CREE / INUIT
OFFSHORE OVERLAPPING INTERESTS AREA"**

SCHEDULE 1b

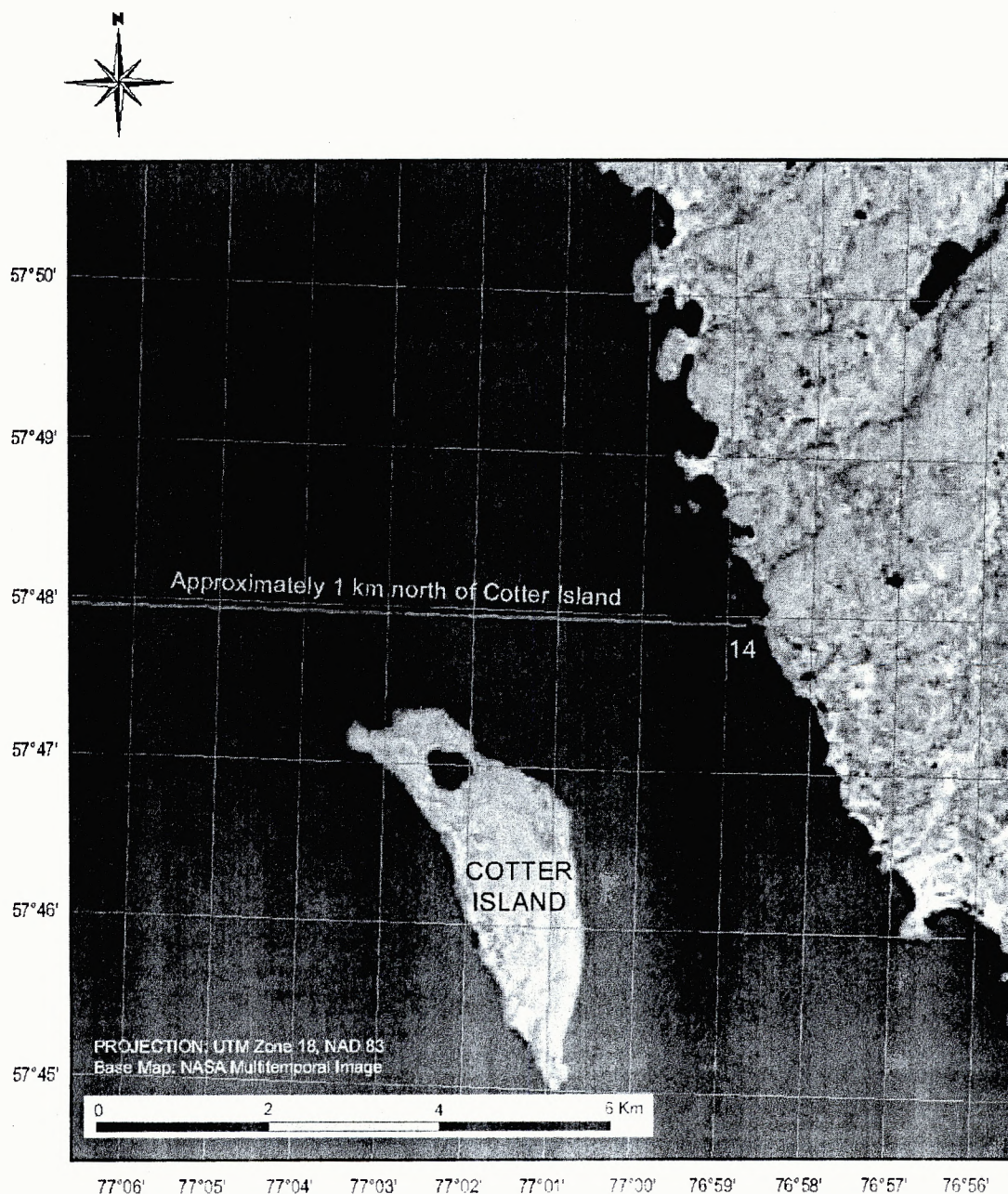
SOUTHERN BOUNDARY OF THE CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA



**SCHEDULE 1C -
MAP "NORTHERN BOUNDARY OF THE CREE / INUIT
OFFSHORE OVERLAPPING INTERESTS AREA"**

SCHEDULE 1c

NORTHERN BOUNDARY OF THE CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA



**SCHEDULE 2 -
GEOGRAPHIC COORDINATES
OF THE JOINT INUIT / CREE ZONE**

The Joint Inuit/Cree Zone (Joint Zone), as illustrated on Schedule 2a, includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interests Area within the following boundary:

1. Commencing on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55"N latitude and approximate 79°45'00"W longitude, as illustrated on Schedule 2b;
2. thence northwesterly following the geodesic line to a point at the intersection of 54°46'N latitude and 80°00'W longitude, southwest of Long Island;
3. thence north following 80°00'W longitude to a point at the intersection of 55°00'N latitude, northwest of Long Island, being coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement;
4. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 79°45'W longitude, north of Long Island, for greater certainty being also point 6 of Schedule 1;
5. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°15'N latitude and 79°00'W longitude, northeast of Long Island and southwest of Kuujjuaraapik and Whapmagoostui, Québec, for greater certainty being also point 7 of Schedule 1;
6. thence northeasterly, coincident with the NSA, to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik and Whapmagoostui, Québec, for greater certainty being also point 8 of Schedule 1;
7. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island, for greater certainty being also point 9 of Schedule 1;
8. thence northeasterly, coincident with the NSA, to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Salliquit Islands and west of the Nastapoka Islands, for greater certainty being also point 10 of Schedule 1;
9. thence, coincident with the NSA, north following 77°25'W longitude to a point at the intersection of 56°43'12"N latitude, west of the Nastapoka Islands, for greater certainty being also point 4 of Schedule 4;
10. thence east, as illustrated in Schedule 2c, following 56°43'12"N latitude to a point at the intersection of 76°38'28"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 3 of Schedule 4;

11. thence southeasterly following a geodesic line between Taylor and Gillies Islands to a point at the intersection of $56^{\circ}42'51''$ N latitude and $76^{\circ}37'21''$ W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 2 of Schedule 4;
12. thence east following $56^{\circ}42'51''$ N latitude to a point at the intersection with the boundary of Québec south of Riviere Devaux, at approximate $76^{\circ}32'10''$ W longitude, for greater certainty being also point 1 of Schedule 4;

thence in a general southerly direction following the boundary of Québec to the point of commencement.

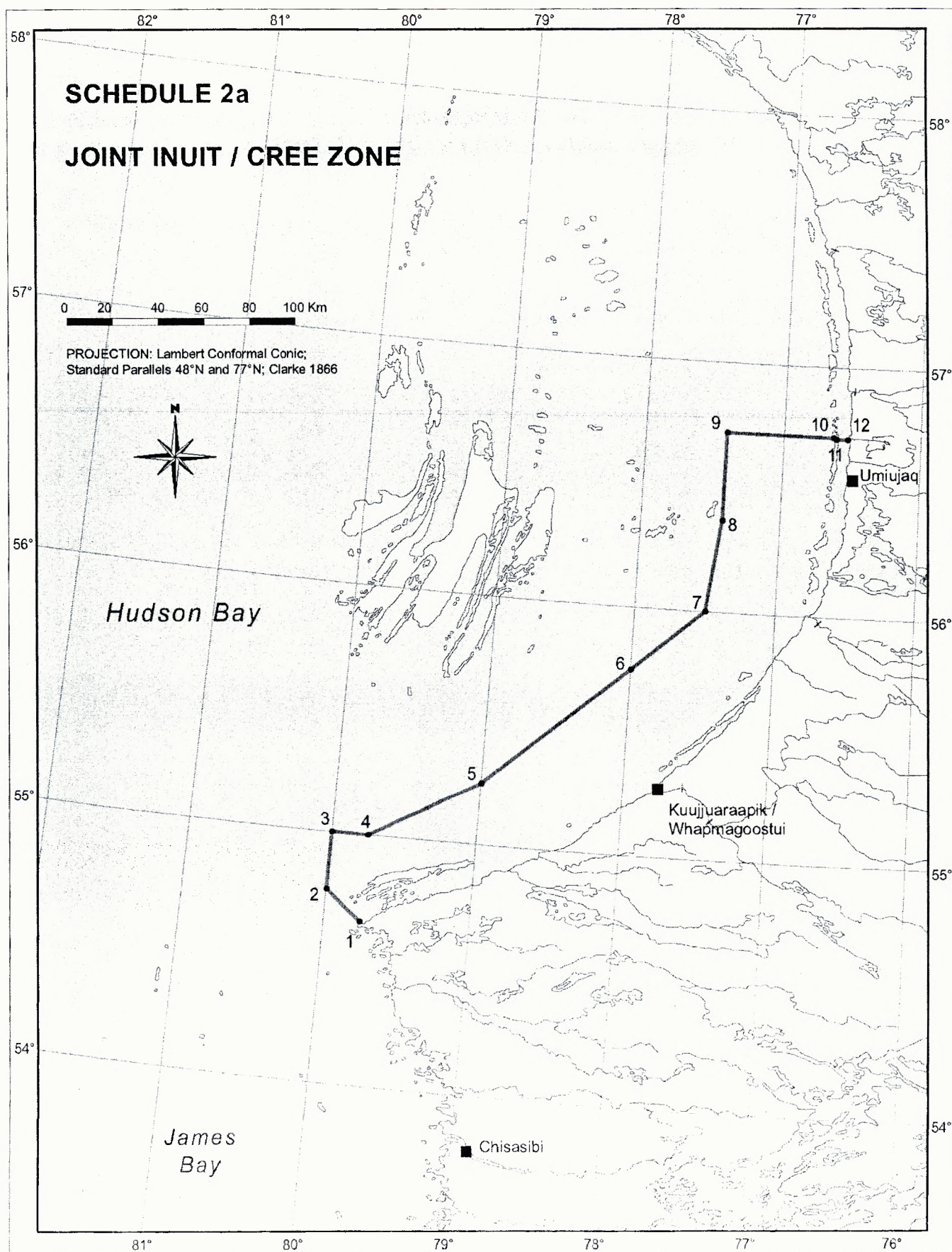
NOTES:

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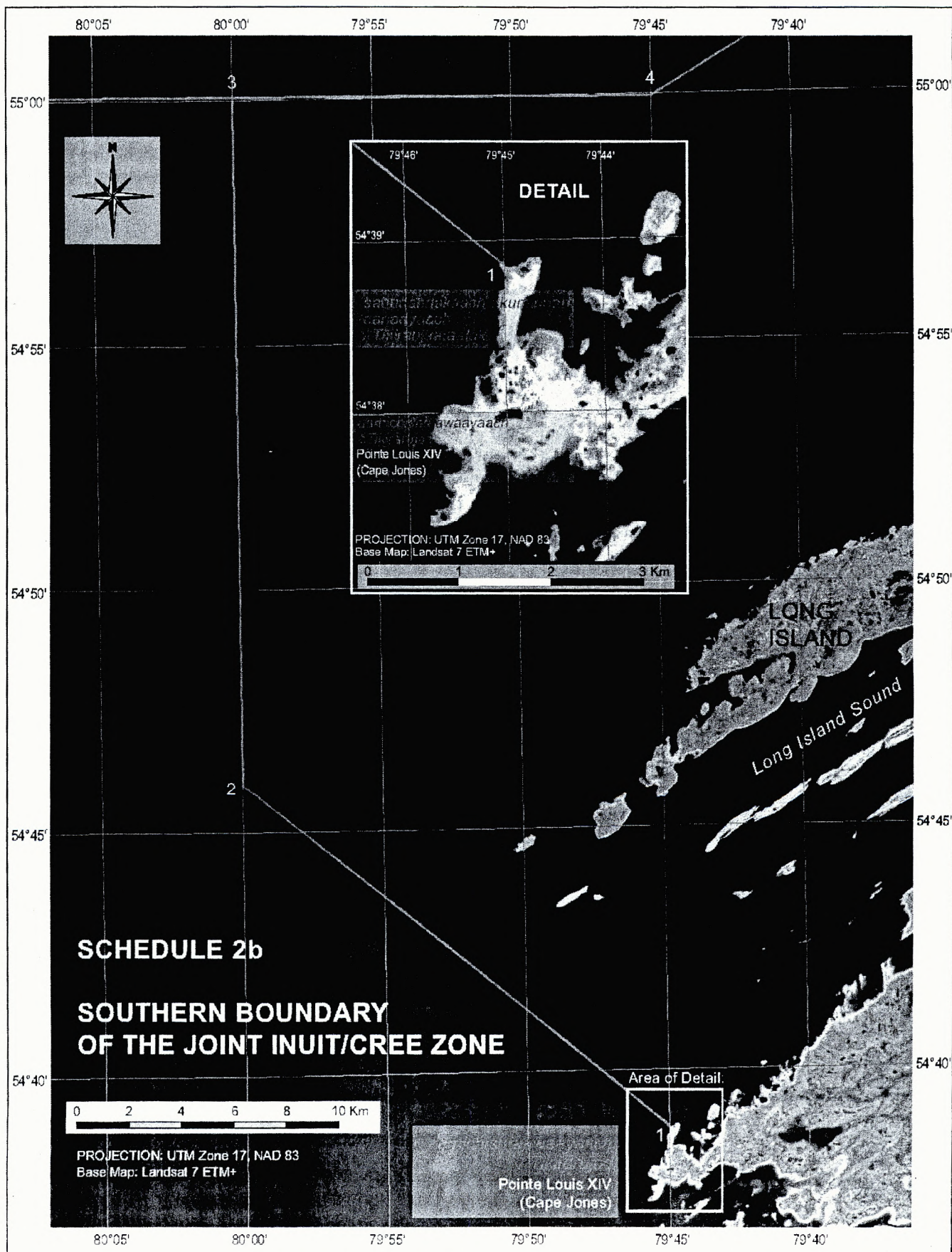
When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

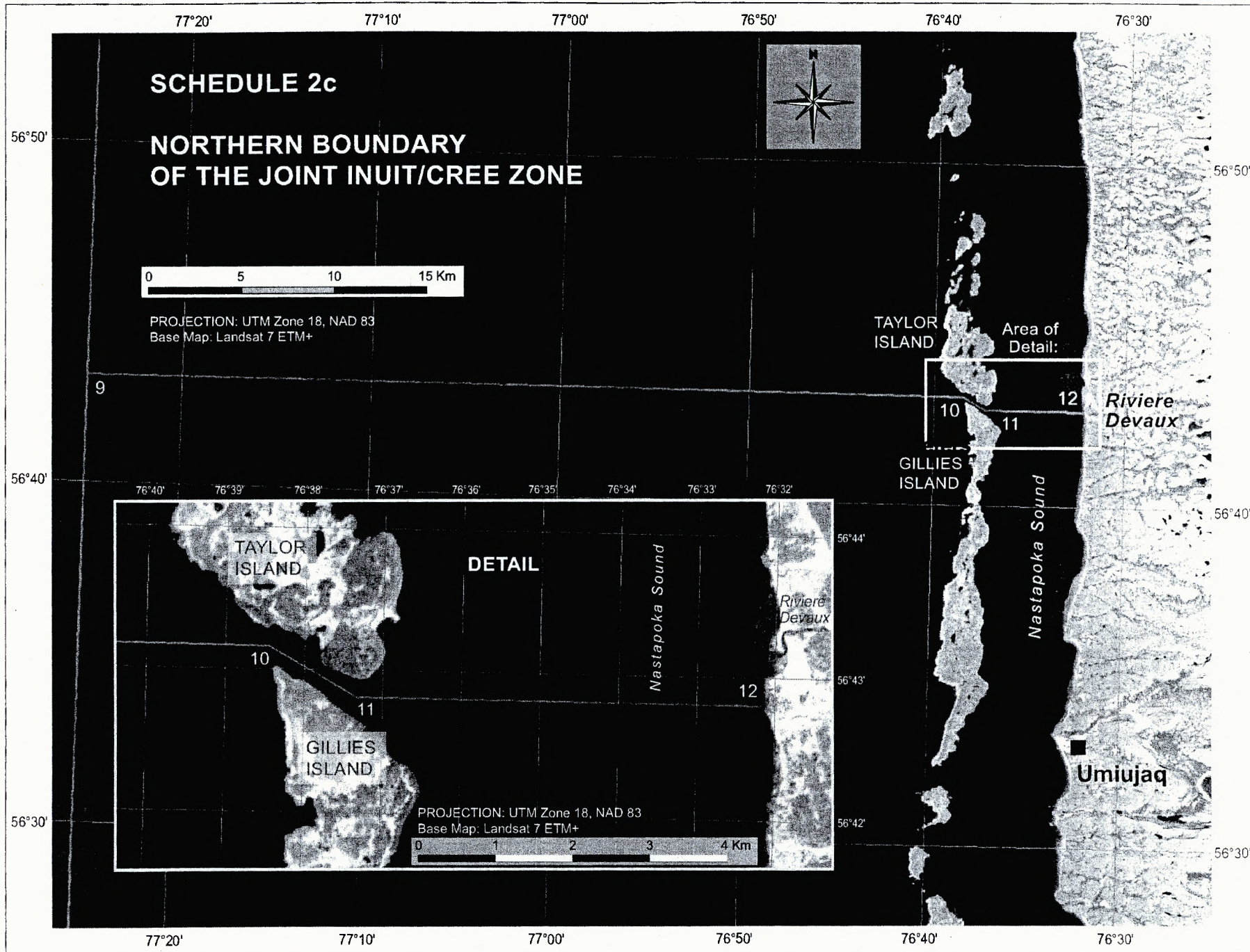
**SCHEDULE 2A -
MAP "JOINT INUIT / CREE ZONE"**



**SCHEDULE 2B -
MAP "SOUTHERN BOUNDARY OF THE JOINT INUIT / CREE ZONE"**



**SCHEDULE 2C -
MAP "NORTHERN BOUNDARY OF THE JOINT INUIT / CREE ZONE"**



SCHEDULE 3 - GEOGRAPHIC COORDINATES OF THE CREE ZONE

The Cree Zone, as illustrated on Schedule 3a, includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interests Area within the following boundary:

1. Commencing, as illustrated on Schedule 1b and Schedule 3a, on the boundary of Québec, south of Chisasibi, at the intersection of 53°45'31"N latitude and approximate 79°04'56"W longitude, for greater certainty being also point 1 of Schedule 1;
2. thence west following 53°45'31"N latitude to a point at the intersection of 79°06'55"W longitude, south of Tiny Island and north of locally known Aahchikuyaaniminishtikw Island, for greater certainty being also point 2 of Schedule 1;
3. thence northwesterly following the geodesic line to a point at the intersection of 54°00'N latitude and 80°50'W longitude, for greater certainty being also point 3 of Schedule 1;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30'N latitude and 81°20'W longitude, for greater certainty being also point 4 of Schedule 1;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claims Agreement, for greater certainty being also point 5 of Schedule 1;
6. thence east, coincident with the NSA, following 55°00'N latitude to a point at the intersection with 80°00'W longitude, northwest of Long Island, for greater certainty being point 3 of Schedule 2;
7. thence south along 80°00'W longitude to the intersection of 54°46'N latitude, southwest of Long Island, for greater certainty being point 2 of Schedule 2;
8. thence southeasterly, as illustrated on Schedule 2b, following the geodesic line to a point on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55"N latitude and approximate 79°45'00"W longitude; for greater certainty being point 1 of Schedule 2;

thence generally southerly following the boundary of Québec to the point of commencement.

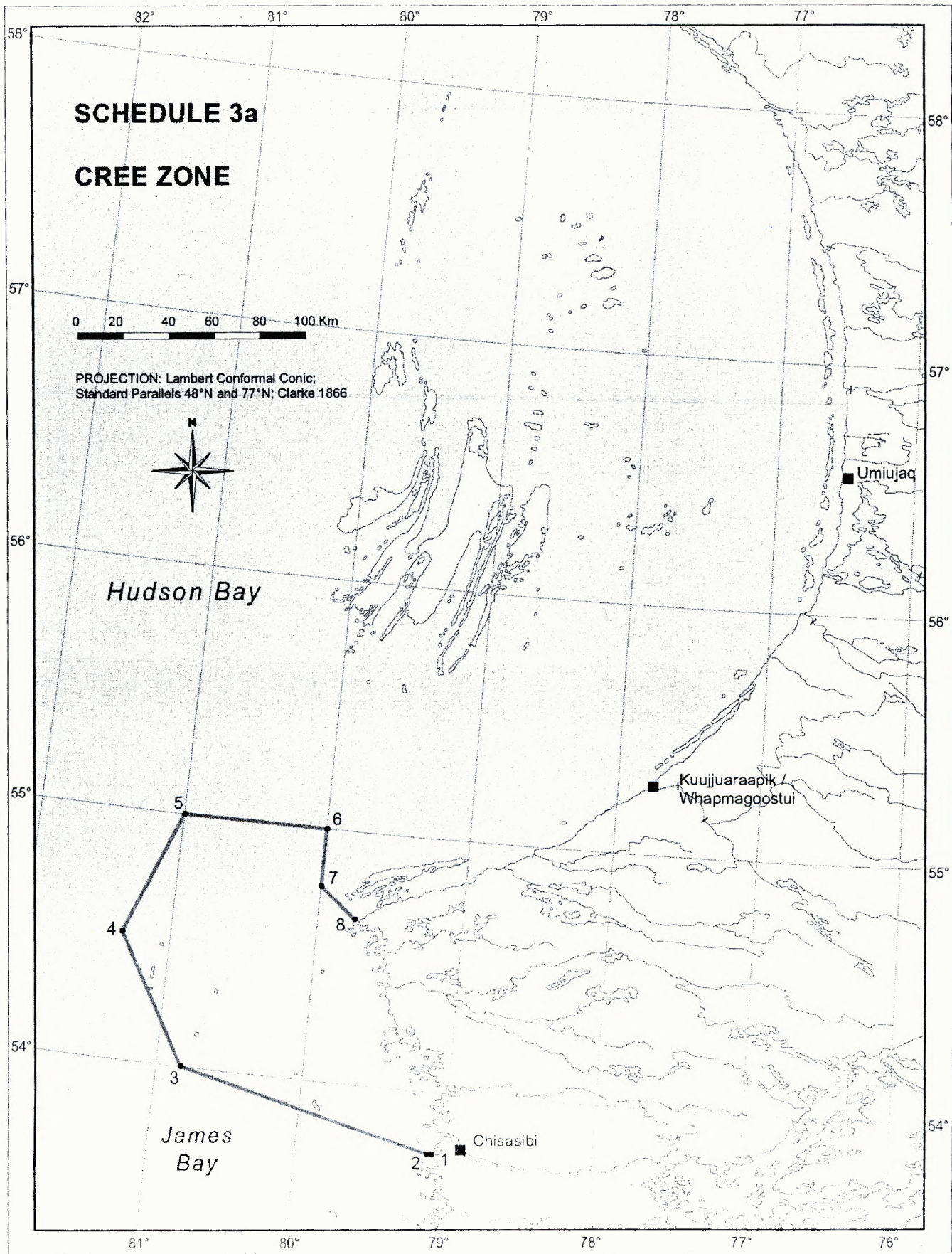
NOTES:

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When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

**SCHEDULE 3A -
MAP "CREE ZONE"**



SCHEDULE 4 - GEOGRAPHIC COORDINATES OF THE INUIT ZONE

The Inuit Zone, as illustrated on Schedule 4a, includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interests Area within the following boundary:

1. Commencing, as illustrated in Schedule 2c and Schedule 4a, on the boundary of Québec, south of Rivière Devaux, at the intersection of 56°42'51"N latitude and approximate 76°32'10"W longitude, for greater certainty being also point 12 of Schedule 2;
2. thence west following 56°42'51"N latitude to a point at the intersection with 76°37'21"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also coordinate point 11 of Schedule 2;
3. thence northwesterly following a geodesic line between Taylor and Gillies Islands to a point at the intersection of 56°43'12"N latitude and 76°38'28"W longitude, south of Taylor Island and north of Gillies Island, for greater certainty being also point 10 of Schedule 2;
4. thence west following 56°43'12"N latitude to a point at the intersection of 77°25'W longitude, coincident with the Nunavut Settlement Area (NSA), as defined in the Nunavut Land Claim Agreement, west of the Nastapoka Islands, for greater certainty being also point 9 of Schedule 2;
5. thence north, coincident with the NSA, following 77°25'W longitude to a point at the intersection of 57°00'N latitude, southeast of the King George Islands and west of the Nastapoka Islands, for greater certainty being also point 11 of Schedule 1;
6. thence northwesterly, coincident with the NSA, to a point at the intersection of 57°40'N latitude and 78°00'W longitude, for greater certainty being also point 12 of Schedule 1;
7. thence north following 78°00'W longitude to a point at the intersection of 57°47'56"N latitude, for greater certainty being also point 13 of Schedule 1;
8. thence east following 57°47'56"N latitude, passing approximately one kilometer north of Cotter Island, as illustrated on Schedule 1c, to a point at the intersection with the boundary of Québec at approximate 76°58'45"W longitude, for greater certainty being also point 14 of Schedule 1;

thence in a general southerly direction following the boundary of Québec to the point of commencement.

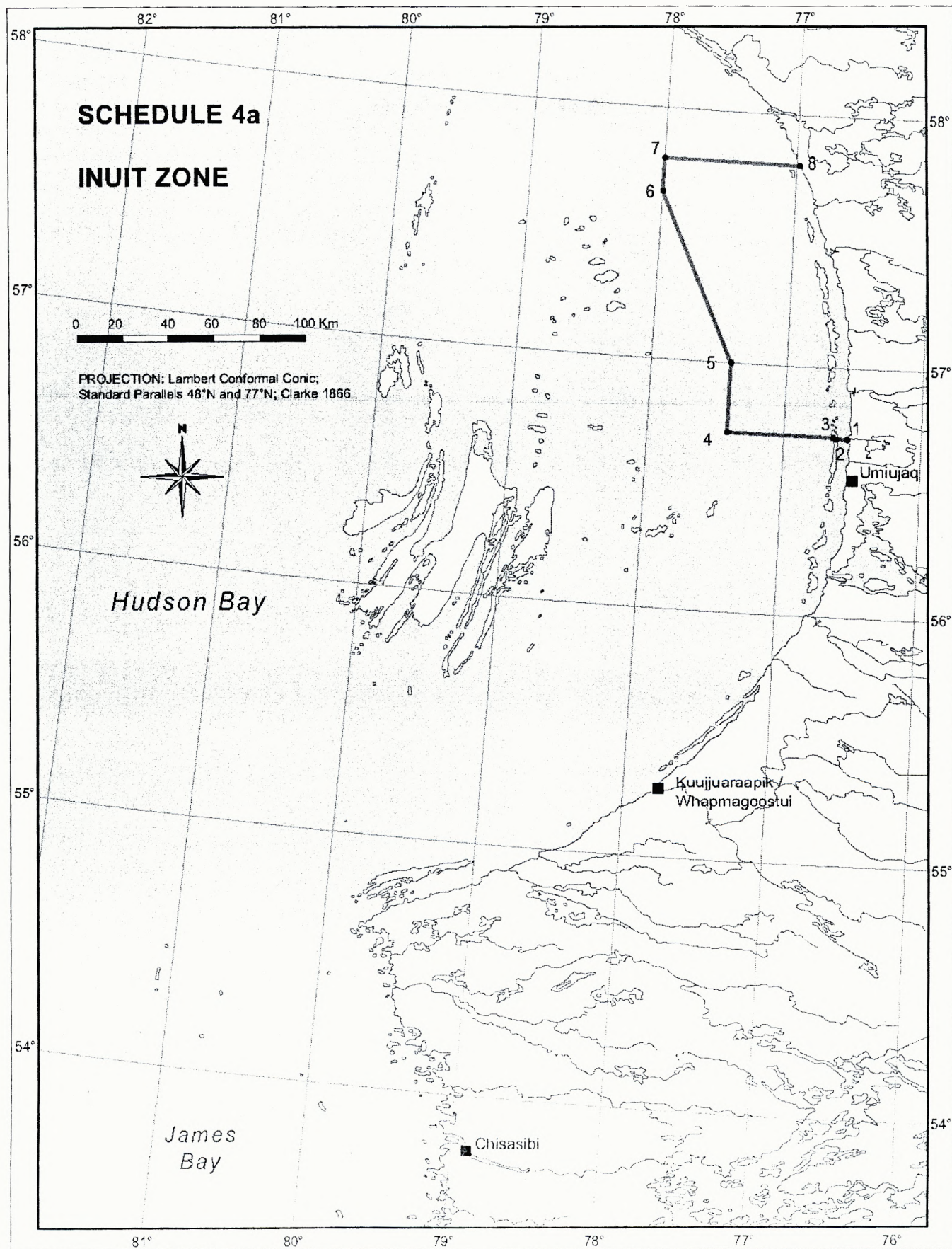
NOTES:

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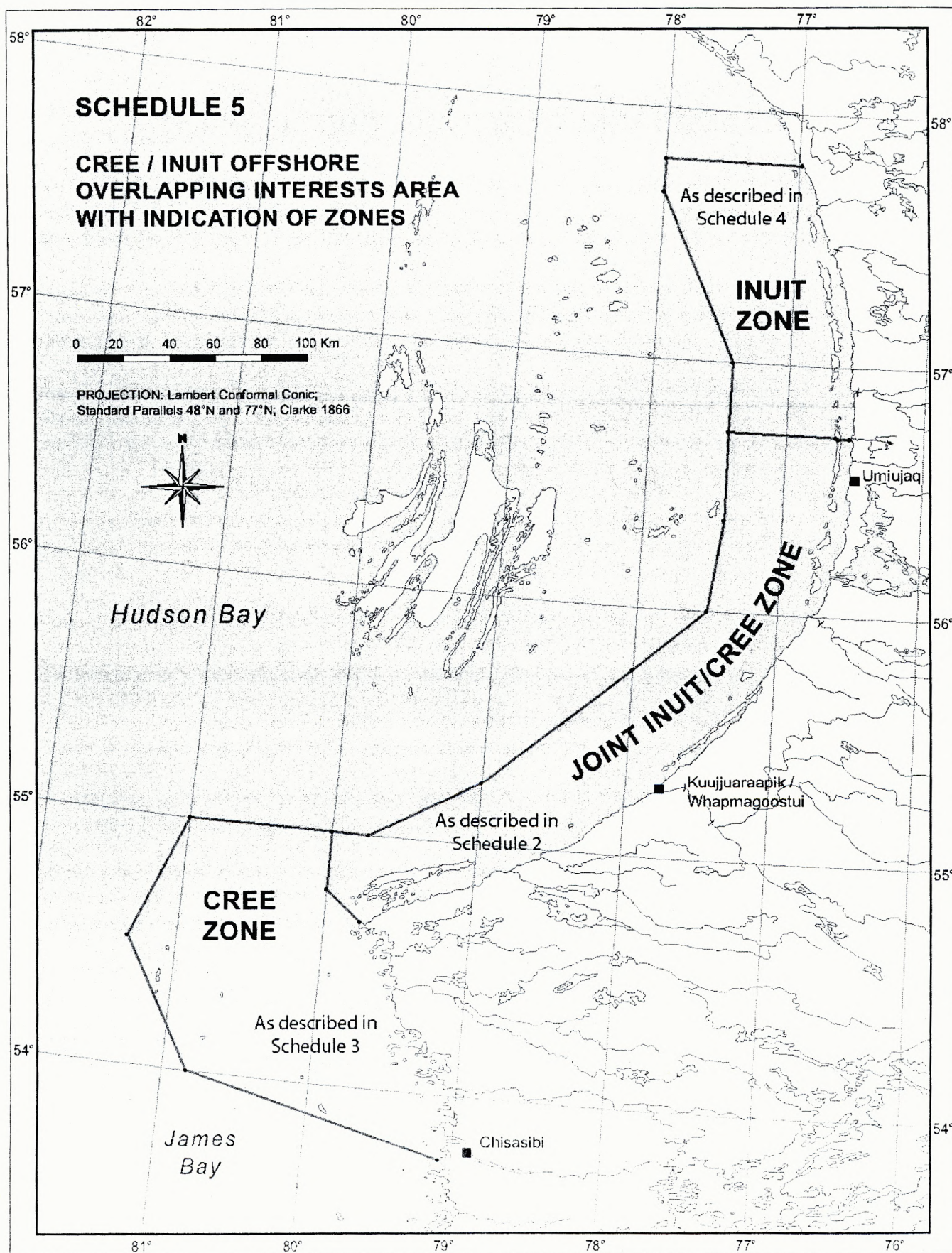
When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

**SCHEDULE 4A -
MAP "INUIT ZONE"**



**SCHEDULE 5 -
MAP "CREE / INUIT OFFSHORE OVERLAPPING
INTERESTS AREA WITH INDICATION OF ZONES"**



**SCHEDULE 6 -
LANDS SELECTED BY
NUNAVIK INUIT IN THE CREE ZONE**

As illustrated in Schedule 6a, the following lands are selected by Nunavik Inuit:

- A. Grass Island (Aamishkushiiunikaach) of which the center is located at approximately 53°47'50"N latitude and approximate 79°06'40"W longitude; and
- B. the lands bounded within the following coordinates:
1. 53°50'06"N latitude and 79°07'59"W longitude;
 2. 53°50'13"N latitude and 79°04'11"W longitude;
 3. 53°49'46"N latitude and 79°04'27"W longitude;
 4. 53°49'40"N latitude and 79°05'00"W longitude;
 5. 53°49'25"N latitude and 79°05'35"W longitude;
 6. 53°49'31"N latitude and 79°07'20"W longitude;
 7. 53°49'49"N latitude and 79°08'00"W longitude.

For greater certainty, included within the bounded area are the following named islands:

- Governor Island: the center of which is located at approximately 53°49'45"N latitude and approximately 79°06'00"W longitude (locally known as Uchimaauinishtikw);
- Sam Island: the center of which is located at approximately 53°50'00"N latitude and approximately 79°06'00"W longitude; and
- Seal Islands: the center of which is located at approximately 53°49'45"N latitude and approximately 79°07'30"W longitude (locally known as Aahchikuminishtikw).

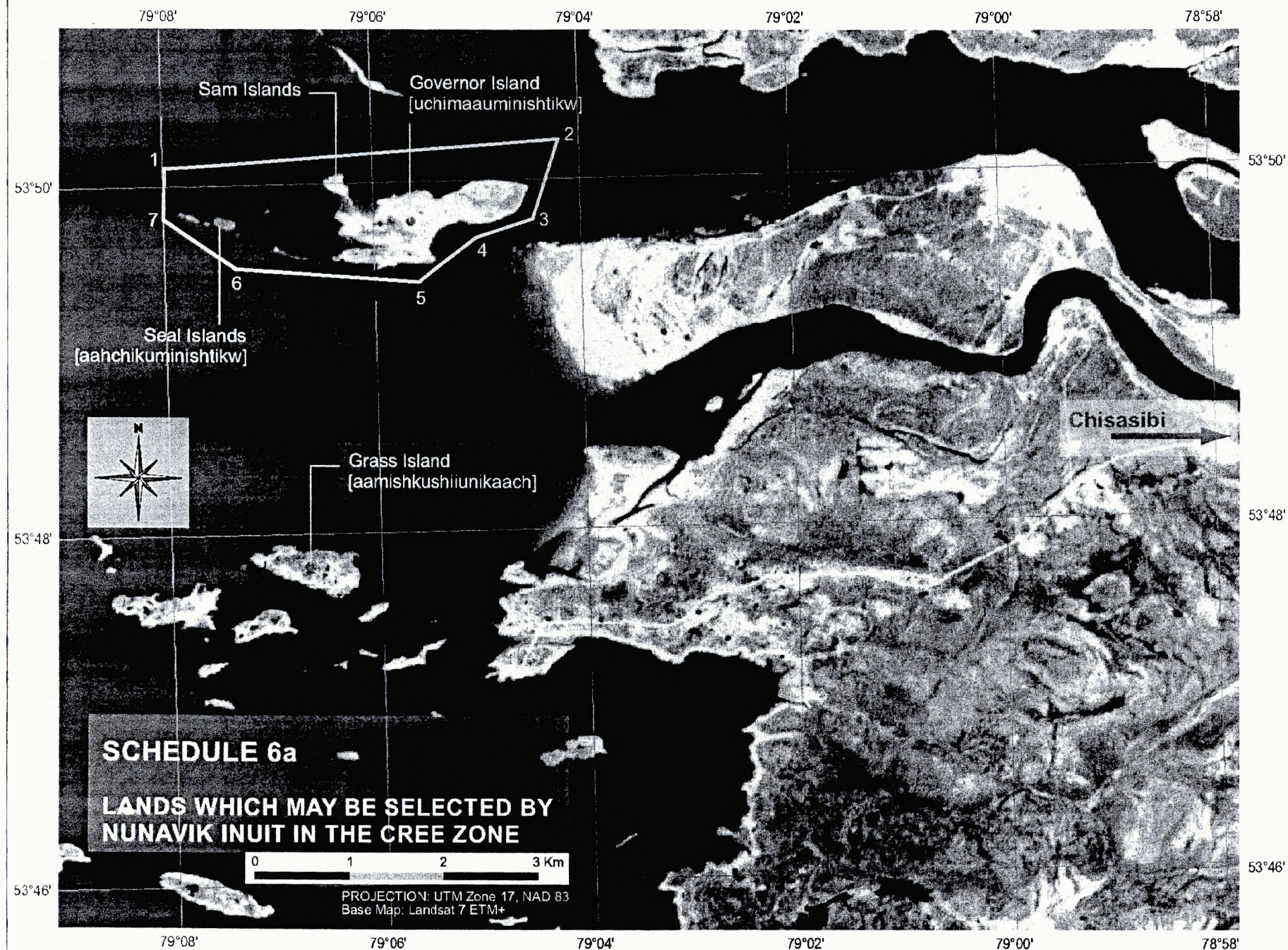
NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the parties and shall prevail.

All coordinates are in reference to North American Datum 1927(NAD 27).

**SCHEDULE 6A -
MAP "LANDS SELECTED BY NUNAVIK INUIT IN THE CREE ZONE"**



**THE PROPOSED NUNAVIK INUIT
LAND CLAIMS AGREEMENT ACT**

**Nunavik Inuit and Labrador Inuit
Overlap Agreement**

February, 2007

**AGREEMENT RELATING TO THE NUNAVIK INUIT/LABRADOR INUIT
OVERLAP AREA**

(Also referred to as "Nunavik Inuit/Labrador Inuit Overlap Agreement")

BETWEEN:

NUNAVIK INUIT

As represented by Makivik Corporation

AND:

THE INUIT OF LABRADOR

As represented by Labrador Inuit Association

DATE: November 15, 2005

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10/11

**AGREEMENT
RELATING TO NUNAVIK INUIT/LABRADOR INUIT OVERLAP AREA**

BETWEEN:-

NUNAVIK INUIT
as represented by Makivik Corporation

(hereinafter 'Makivik')

- AND -

INUIT OF LABRADOR
as represented by the Labrador Inuit Association

(hereinafter "LIA")

WHEREAS Nunavik Inuit and Labrador Inuit have always occupied and used that area of Labrador and the Labrador offshore and that area of Québec and the Québec offshore depicted on Schedule 1;

WHEREAS Nunavik Inuit have never surrendered their aboriginal rights, titles and claims in and to that part of the overlap area in Labrador and the Labrador offshore depicted on Schedule 2;

WHEREAS Labrador Inuit have never surrendered their aboriginal rights, titles and claims in and to that part of the overlap area in Québec and the Québec offshore depicted on Schedule 1;

WHEREAS Nunavik Inuit and Labrador Inuit have certain overlapping aboriginal rights, titles and interests in that area of Labrador and the Labrador offshore and that area of Québec and the Québec Offshore depicted on Schedule 1;

WHEREAS Nunavik Inuit and Labrador Inuit wish to achieve an agreement concerning their respective overlapping interests in Labrador and the Labrador offshore and Québec and the Québec offshore;

WHEREAS Labrador Inuit in the Labrador Inuit Land Claims Agreement (LILCA) intend to provide certainty to the Crown in Right of Canada in among other areas the offshore area adjacent to Québec depicted on Schedule 2-A of the LILCA;

WHEREAS Nunavik Inuit in the Nunavik Inuit Land Claims Agreement (NILCA) intend to provide certainty to the Crown in Right of Canada in, among other areas, all of Labrador and the offshore areas adjacent to Labrador;

NOW, THEREFORE, the Parties agree as follows:-

1. This Agreement is based on and reflects the principles and objectives set out in the Preamble and in section 7 hereof. The several sections of this Agreement, including the Preamble and Schedules, shall be read together and interpreted as one agreement.

Handwritten signature/initials

2. This Agreement is the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

3. Incorporation of Agreement

- 3.1 LIA agrees and undertakes to incorporate the provisions respecting overlapping interests of Labrador Inuit and Nunavik Inuit contained in Schedule 4 to this Agreement into the LILCA by amendment to LILCA, and these provisions in Schedule 4 may not be amended without the written agreement of Nunavik Inuit as represented by Makivik Corporation.
- 3.2 Makivik agrees and undertakes to incorporate the provisions respecting overlapping interests of Labrador Inuit and Nunavik Inuit contained in Schedule 5 to this Agreement into the NILCA, and the provisions in Schedule 5 may not be amended without the written agreement of the Labrador Inuit as represented by LIA.
- 3.3 Failure of the parties to the LILCA and the NILCA to incorporate the contents of Schedule 4 and Schedule 5 into their respective treaties shall result in the present Agreement being null and void and of no effect and neither party to this Agreement has any recourse or remedy against the other solely with respect to its inability to fulfill its obligation under this section.

4. Effect of Agreement

LIA agrees not to enter into any amendments to the LILCA and Makivik agrees not to enter into any amendments to the NILCA or JBNQA which would be inconsistent with the provisions of this Agreement.

5. Coming into Force

This Agreement shall come into force upon the Effective Date of the NILCA or the LILCA, whichever is later.

6. Rights of Nunavik Inuit and Labrador Inuit under the JBNQA and LILCA

- 6.1 Unless otherwise stipulated in this Agreement, nothing in this Agreement affects or is intended to affect any rights of Nunavik Inuit under the NILCA and the James Bay and Northern Québec Agreement (hereinafter JBNQA) or any rights of Labrador Inuit under the LILCA.
- 6.2 Moreover, the present agreement is without prejudice to any rights in or to the offshore area adjacent to Labrador and beyond the 12-mile limit which Canada may grant to Nunavik Inuit in the NILCA.

7. Objectives

The objectives of this Agreement are as follows:

- 7.1 to identify the geographic limits of a Nunavik Inuit/Labrador Inuit Overlap Area in Labrador and Québec and in the offshore areas adjacent to Labrador and Québec.

- 7.2 to provide for the recognition, protection and the exercise of the aboriginal and treaty rights and interests of Nunavik Inuit in and to that part of the Overlap Area in Labrador and the Labrador Offshore depicted on Schedule 2 herein "the Labrador portion of the Overlap Area" for the following:
- harvesting
 - carving stone, use and gathering
 - archaeology
 - place names
 - wildlife management
- 7.3 to provide for the recognition, protection and the exercise of the aboriginal and treaty rights and interest of Labrador Inuit in and to the Nunavik Marine portion of the Overlap Area depicted on Schedule 3 herein "the Nunavik Marine portion of the Overlap Area" for the following:
- harvesting
 - carving stone, use and gathering
 - archaeology
 - wildlife management
- 7.4 to provide for Nunavik Inuit recognition of Labrador Inuit rights and interests in the Québec mainland portion of the Overlap Area in relation to:
- harvesting
 - carving stone, use and gathering
 - archaeology
 - place names
 - wildlife management
- 7.5 to provide for Nunavik Inuit and Labrador Inuit to share the economic benefits and management of the proposed Tomgat Mountains National Park of Canada in Labrador through impact benefit agreements between Makivik Corporation and Parks Canada and LIA and Parks Canada;
- 7.6 to provide for Nunavik Inuit and Labrador Inuit to share in the harvest of wildlife within the Overlap Area;
- 7.7 to provide reciprocal recognition and accommodation by Nunavik Inuit and Labrador Inuit of each other's rights and interests in the Overlap Area; and
- 7.8 to promote cooperation and good relations between Nunavik Inuit and Labrador Inuit.

8. Definitions

In this Agreement:-

- 8.1 "Archaeological Activity" means physical activity in connection with the discovery, recovery or field study of the remains of precontact and postcontact periods and includes any activity that disturbs or may result in the disturbance of an Archaeological Site or Archaeological Material;
- 8.2 "Archaeological Material" means an object of archaeological importance, interest or significance found in whole or in part on or in land;
- 8.3 "Archaeological Site" means a site or work of archaeological, ethnographical or historical importance, interest or significance or a place where an Archaeological Specimen is found, and includes explorers' cairns and burial sites;
- 8.4 "Archaeological Specimen" means an object or specimen found in an Archaeological Site of archaeological, ethnographical or historical importance, interest or significance and includes explorers' documents, human remains or associated grave goods;
- 8.5 "Cultural Materials" means an object of cultural importance, interest or significance found in whole or in part on or in land;
- 8.6 "Harvest" means the reduction or attempted reduction of Wildlife, Plants, Fish or Aquatic Plants into possession, and includes fishing, hunting, trapping, netting, eggng, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method and, with reference to Plants, includes wooding, cutting or digging or attempting to do so;
- 8.7 "JBNQA" means the "James Bay and Northern Québec Agreement";
- 8.8 "James Bay and Northern Québec Agreement" or "JBNQA" means the Agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-77, chapter 32) and by the *Act Approving the Agreement concerning James Bay and Northern Quebec* (S.Q., 1976, chapter 46), and as amended from time to time by Complementary Agreements thereto;
- 8.9 "Labrador Inuit" means the members of the Labrador Inuit Association until such time as the LILCA comes into effect and thereafter means the "Inuit" as defined in the LILCA;
- 8.10 "Labrador Inuit Association" means the corporation representing Labrador Inuit duly organized and existing under the laws of Newfoundland and Labrador;
- 8.11 "Labrador Inuit Final Agreement" or "Labrador Inuit Land Claims Agreement" or "LILCA" means the land claims agreement signed on January 22, 2005 by LIA, Newfoundland and Canada;

- 8.12 "Labrador portion of the Overlap Area" means that shaded area depicted on the map in Schedule 2 of this Agreement;
- 8.13 "Makivik Corporation" or "Makivik" means the Corporation representing Nunavik Inuit and created by virtue of *An Act Respecting the Makivik Corporation*, (S.Q., 1978, chapter 91, R.S.Q., chapter S-18.1);
- 8.14 "NEQA" means the *Northeastern Québec Agreement*;
- 8.15 "Northeastern Québec Agreement" or "NEQA" means the agreement approved, given effect and declared valid by *An Act Approving the Northeastern Québec Agreement* assented to on the 23rd day of June, 1978 (S.Q. 1978, chapter 98);
- 8.16 "Nunavik Inuit/Labrador Inuit Overlap Area" or "Overlap Area" means the shaded area depicted on the map in Schedule 1 hereto;
- 8.17 "Nunavik Marine portion of the Overlap Area" means that shaded area depicted on the map in Schedule 3 of this Agreement;
- 8.18 "Nunavik Inuit" means the "Inuit" as defined in the JBNQA;
- 8.19 "Nunavik Inuit Land Claims Agreement" or "NILCA" means the Final Agreement between the Nunavik Inuit and her Majesty the Queen in Right of Canada concerning the Nunavik Marine Region and Labrador and which is to be negotiated, signed and ratified pursuant to the Nunavik Inuit Marine Region Agreement-in-Principle signed October 25, 2002;
- 8.20 "Permit Holder" means a person authorized to carry out an Archaeological Activity under a written permit issued by the appropriate Permitting Authority in accordance with Chapter 15 of the LILCA;
- 8.21 "Permitting Authority" means the same as in LILCA;
- 8.22 "Principle of Conservation" means 'conservation' as the term is defined in the LILCA;
- 8.23 "Wildlife" means all terrestrial, aquatic, avian and amphibian flora and fauna, *ferae naturae*, and all parts and products thereof.

9.

General Undertakings

- 9.1 With respect to Labrador Inuit rights and interests in the Québec mainland portion of the Overlap Area and subject to section 9.3 hereof, Makivik Corporation and LIA agree to participate in good faith in future in any multi-party negotiations towards an agreement to provide recognition of and to detail therein Labrador Inuit rights and interests as treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, and to use best efforts in this regard.

- 9.2 LIA undertakes and agrees that any provision of the LILCA or amendments and any legislation related thereto shall be interpreted so as to facilitate Nunavik Inuit rights in the Labrador portion of the Overlap Area under this Agreement and Makivik undertakes and agrees that any provision of the NILCA or amendments and any legislation related thereto shall be interpreted so as to facilitate Labrador Inuit rights in the Québec offshore portion of the Overlap Area under this Agreement.
- 9.3 Reciprocity between Labrador Inuit and Nunavik Inuit shall be achieved by Labrador Inuit enjoying no more rights than the rights that Nunavik Inuit enjoy under this Agreement in the Labrador portion of the Overlap Area.
- 9.4 LIA agrees and undertakes to use its best efforts to make the necessary consequential amendments to the LILCA to incorporate and facilitate the terms and conditions of this Agreement.
- 9.5 LIA undertakes and agrees not to amend without the consent of Makivik any provision of the LILCA or related legislation which provides for or relates to Nunavik Inuit rights under the present Agreement including, but not limited to, sections 12.5.5, 12.13.10 and 13.6.16 of the LILCA.
- 9.6 Makivik recognizes and agrees that Labrador Inuit have rights and interests in the Québec mainland portion of the Overlap Area in relation to Harvesting; carving stone use and gathering; archaeology; place names; and Wildlife management. Moreover, Makivik agrees that, insofar as it is able to do so within the constraints of the JBNQA (in particular the need for the consent of parties other than Makivik to the JBNQA and, if necessary, the Northeastern Québec Agreement), it shall recognize and accommodate the enjoyment by Labrador Inuit of the Labrador Inuit rights recognized by Nunavik Inuit in this Overlap Agreement until they receive formal protection by a treaty arrangement that requires the consent of the relevant parties to the JBNQA and, if necessary, to the NEQA.
- 9.7 LIA recognizes and agrees that Nunavik Inuit have rights and interests in the Labrador portion of the Overlap Area in relation to Harvesting; carving stone use and gathering; archaeology; place names; and Wildlife management.
- 9.8 Makivik recognizes and agrees that Labrador Inuit have rights and interests in the Nunavik Marine portion of the Overlap Area in relation to Harvesting; carving stone use and gathering; archaeology; and Wildlife management.
- 9.9 Without prejudice to the rights in this Agreement in favour of Labrador Inuit in the Nunavik Marine portion of the Overlap Area, LIA agrees and undertakes, as soon as possible, through amendment to section 2.11 and Schedule 2-A of LILCA, to provide certainty to Canada to the entire marine area depicted on the map in Schedule 2-A of LILCA and agrees not to assert any aboriginal claims and rights, other than treaty rights, in and to this area.



10. Nunavik Inuit and Labrador Inuit rights in the Overlap Area

10.1 Economic benefits and Management participation related to the proposed Torngat Mountains National Park of Canada and the Torngat Mountains National Park Reserve

Nunavik Inuit and Labrador Inuit shall jointly and equally benefit and share any and all economic benefits and management participation for Labrador Inuit and Nunavik Inuit arising, derived or related to the proposed Torngat Mountains National Park and the Torngat Mountains National Park Reserve. This undertaking shall be accomplished through Park Impact and Benefit Agreements (PIBAs) between LIA and Parks Canada Agency and Makivik and Parks Canada Agency respectively. The Makivik/Parks Canada PIBA shall, at a minimum, address matters in 9.2.2 (a) and (b) of the LILCA in connection with the proposed Torngat Mountains National Park and the Torngat Mountains National Park Reserve and shall be completed prior to ratification of the NILCA. Makivik and LIA agree to attempt to find ways to harmonize their respective PIBAs so as to ensure greater efficiency. This may necessitate amending the LIA PIBA.

10.2 Harvesting Rights

10.2.1 Notwithstanding the respective exclusive Harvesting rights enjoyed by them under their treaties, Nunavik Inuit and Labrador Inuit shall have the right to Harvest Wildlife and all ancillary rights related thereto throughout the Overlap Area at all times of the year.

10.2.2 In the Labrador portion of the Overlap Area, the Nunavik Inuit and the Labrador Inuit shall have the same rights respecting the harvesting of wildlife, with these rights being exercised in accordance with their respective customs and traditions in a manner so as not to compromise each other's harvesting activities.

10.2.3 To ensure effective and equitable sharing of Harvesting rights in the Overlap Area referred to in 10.2.1, the parties agree and undertake to create upon the coming into effect of the LILCA a Nunatsiavut and Nunavik Inuit Joint Council (IJC) to be comprised of two (2) Labrador Inuit and two (2) Nunavik Inuit. The IJC shall meet as necessary to take decisions on any and all matters relative to the exercise of their shared Harvesting and ancillary rights and the exercise of those rights in the Overlap Area, subject to the Principle of Conservation and their respective historic and current levels of Wildlife use. For greater certainty, the IJC may make decisions respecting the degree of sharing of the respective exclusive Harvesting rights of Nunavik Inuit and Labrador Inuit.

10.2.4 Failure of the IJC to achieve a unanimous consensus in their decisions shall result in Nunavik Inuit and Labrador Inuit referring for a final decision to a qualified individual appointed jointly by them.



10.3 Wildlife Management Role

- 10.3.1 Prior to any meetings of the Tomgat Wildlife and Plants Co-Management Board or the Tomgat Joint Fisheries Board that would take any decision relating to the Labrador portion of the Overlap Area, the parties agree to convene a meeting of the IJC to determine a joint Labrador Inuit and Nunavik Inuit position and to arrange among them who should attend such meetings to propose, discuss and defend the joint Labrador Inuit and Nunavik Inuit position.
- 10.3.2 The parties agree to share equally the Inuit representation on the proposed Tomgat National Park Reserve Cooperative Management Board.

10.4 Carving Stone Use

- 10.4.1 Nunavik Inuit shall have the right to gather carving stone, including soapstone, for traditional purposes throughout the Labrador portion of the Overlap Area at all times of the year and all ancillary rights related thereto. This right to gather shall include the right to remove and transport carving stone from Labrador to Québec.
- 10.4.2 Labrador Inuit shall have the right to gather carving stone, including soapstone, for traditional purposes throughout the Nunavik Marine portion of the Overlap Area at all times of the year and all ancillary rights related thereto. This right to gather shall include the right to remove and transport carving stone from the Nunavik Marine portion of the Overlap Area to Labrador.


10.5 Archaeological Resources

- 10.5.1 In the Labrador portion of the Overlap Area:
- 10.5.1.1 Archaeological Materials, Archaeological Sites and Cultural Materials provide a record of Nunavik Inuit prehistory, history and use and occupancy of the Labrador portion of the Overlap Area over time and are of ethnological, spiritual, cultural, historic, religious and educational importance to Nunavik Inuit. The Parties therefore recognize that Nunavik Inuit have an interest in and a role to play in their management that is coordinate in all respects with that of Labrador Inuit under Chapter 15 of the LILCA, with Chapter 15 of the LILCA, thereby applying *mutatis mutandis*;
- 10.5.1.2 Prior to the Nunatsiavut Government making laws pursuant to 15.3.1 and 15.3.3 of the LILCA relating to Nunavik Inuit Archaeological Activities, materials, burial sites or sites of religious or spiritual significance to Nunavik Inuit in the Labrador portion of the Overlap Area, it shall first obtain the authorization of Makivik Corporation with respect thereto;

- 10.5.1.3 Upon receipt of an application for a permit to conduct Archaeological Activities in the Labrador portion of the Overlap Area, the Permitting Authority shall forward a copy of the application as soon as practicable to Makivik Corporation;
- 10.5.1.4 Prior to issuing a permit to conduct Archaeological Activity in the Labrador portion of the Overlap Area, the Permitting Authority shall consult Makivik Corporation about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it;
- 10.5.1.5 (a) Where in the Labrador portion of the Overlap Area any Archaeological Materials and Cultural Materials are determined by Labrador Inuit and Nunavik Inuit to be those of Nunavik Inuit, all decisions under Chapter 15 of the LILCA related thereto shall only be taken with the consent of Nunavik Inuit;
- (b) Where in the Labrador portion of the Overlap Area any Archaeological Materials and Cultural Materials are determined by Labrador Inuit and Nunavik Inuit to be those of Labrador Inuit, all decisions under Chapter 15 of the LILCA related thereto shall only be taken with the consent of the LIA;
- (c) Where in the Labrador portion of the Overlap Area any Archaeological Materials and Cultural Materials are determined by Labrador Inuit and Nunavik Inuit to be those of Labrador Inuit and Nunavik Inuit, all decisions under Chapter 15 of the LILCA related thereto shall only be taken with the joint consent of Labrador Inuit and Nunavik Inuit;
- (d) For greater certainty, for the purposes of (a) and (c) above, Nunavik Inuit have a role to play that is coordinate in all respects with that of Labrador Inuit under Chapter 15 of LILCA, with the provisions of Chapter 15 of the LILCA applying *mutatis mutandis* to Nunavik Inuit.

10.5.2 In the Nunavik Marine portion of the Overlap Area:

- 10.5.2.1 Where Archaeological Sites and Archaeological Specimens are determined by Labrador Inuit and Nunavik Inuit to be those of Labrador Inuit, or of both Labrador Inuit and Nunavik Inuit, Labrador Inuit shall have the same rights and obligations as Nunavik Inuit with respect to the treatment of those Archaeological Sites and Archaeological Specimens in the Nunavik Marine portion of the Overlap Area;



- 10.5.2.2 Upon receipt of an application for a permit to conduct Archaeological Activities in the Nunavik Marine portion of the Overlap Area the Designated Agency shall forward a copy of the application to the Nunatsiavut Government as soon as practicable;
 - 10.5.2.3 Prior to issuing a permit to conduct Archaeological Activity in the Nunavik Marine portion of the Overlap Area, Designated Agency, as the Permitting Authority, shall consult the Nunatsiavut Government about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.
- 10.5.3 Nunavik Inuit have rights in relation to Nunavik Inuit burial sites, Nunavik Inuit human remains and sites of religious or spiritual significance to Nunavik Inuit in the Labrador portion of the Overlap Area that are coordinate in all respects with those of Labrador Inuit under Chapter 15 of the LILCA and therefore:
- (a) Every effort shall be made to avoid any disturbance of a site known to contain Nunavik Inuit burial sites, Nunavik Inuit human remains or a site of religious or spiritual significance to Nunavik Inuit in the Labrador portion of the Overlap Area except in accordance with the provisions of this subsection;
 - (b) Nunavik Inuit burial sites and sites of religious or spiritual significance to Nunavik Inuit shall be identified by Nunavik Inuit and Makivik shall provide a list of such sites to LIA, Canada and Newfoundland and Labrador by the effective date of the NILCA. The list shall not be definitive and may be amended or supplemented by Makivik Corporation which shall then provide the list, as amended or supplemented, to LIA, Canada and Newfoundland and Labrador;
 - (c) The Permitting Authority under the LILCA shall consult Makivik Corporation prior to issuing a permit authorizing a disturbance of a site that is identified in the list referred to in clause (b) or that the Permitting Authority has reason to believe is a Nunavik Inuit burial site or a site of religious or spiritual significance to Nunavik Inuit. The Consultation shall be for the purpose of attempting to reach agreement on whether the site may be disturbed and, if so, on what terms and conditions. If agreement is not reached, the Permitting Authority shall give Makivik Corporation the reasons, in writing, for the Permitting Authority's decision to authorize disturbance of the site;

- (d) If the Permitting Authority has reason to believe that a site contains Nunavik Inuit human remains or is of spiritual or religious significance to Nunavik Inuit and may be threatened by an Archaeological Activity, the Permitting Authority, after consulting Makivik Corporation, may cancel or amend the terms or conditions of the permit authorizing the Archaeological Activity. The Consultation shall be for the purpose of attempting to reach agreement on the cancellation or amendment of the terms or conditions. If agreement is not reached, the Permitting Authority shall give Makivik Corporation written reasons for the decision;
- (e) A Consultation referred to in clause (c) or (d) may be terminated by the Permitting Authority 30 days from the date it is initiated if the Consultation has failed to result in agreement;
- (f) Any disagreement as to whether a burial site contained in the list provided under clause (b) is a Nunavik Inuit burial site or contains Nunavik Inuit human remains shall be referred for a final decision to a qualified individual appointed jointly by the relevant parties to the disagreement; and
- (g) If human remains are discovered during an Archaeological Activity and the Permit Holder is not explicitly authorized to disturb human remains, the Permit Holder shall stop excavation immediately and advise the Permitting Authority.

10.5.4 If a Permitting Authority determines that human remains from an Archaeological Site are Nunavik Inuit, it shall transfer possession of them to Makivik Corporation, unless after consulting Makivik Corporation, they are returned to the Archaeological Site from which they came.

10.6 Place Names

With respect to place names in the Labrador portion of the Overlap Area, Nunavik Inuit shall have the same rights, *mutatis mutandis*, as Labrador Inuit or the Nunatsiavut Government.

For this purpose, Makivik shall be consulted by any government or entity responsible for proposing new place names or changing existing place names in the Labrador portion of the Overlap Area.

11. Settlement of Disputes

- 11.1 Generally, the parties will endeavour to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement. To this end, the parties agree to put in place a dispute resolution mechanism to ensure that recourse to courts or other forums only occurs as a last resort.



- 11.2 For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of this Agreement and which is formally raised by any of the parties for these purposes.
- 11.3 The only parties authorized to bring a dispute for resolution under the present dispute resolution mechanism are the LIA and Makivik Corporation.
- 11.4 The parties will endeavour in good faith to settle all disputes through cooperation and consultation in order to arrive at a mutually satisfactory solution.
- 11.5 Failing resolution by the parties, the dispute shall be referred to an independent and impartial third party for mediation as hereinafter set out:
 - 11.5.1 The mediator shall be chosen jointly by the parties, and failing agreement, by either a Judge of the Québec Superior Court or a Judge of the Supreme Court of Newfoundland and Labrador Trial Division, upon application to the court;
 - 11.5.2 The parties shall each submit to the mediator their views on the issue in dispute;
 - 11.5.3 The parties undertake as a condition of the mediation process, to renounce to any prescription acquired and to agree that prescription (if applicable) of any right, claim or matter which is the subject of the dispute shall be interrupted and shall, if necessary, be specially renounced from time to time until the mediator declares the mediation process to be at an end;
 - 11.5.4 The mediation process and all proceedings in connection therewith shall be and will remain confidential;
 - 11.5.5 The mediator shall not issue a report or make any recommendations unless authorized to do so by all the parties;
 - 11.5.6 Any party may request that the mediator terminate the mediation process when there are reasonable and probable grounds to believe that, despite the best efforts of the parties acting in good faith, no settlement is likely to be reached in the dispute through mediation.
- 11.6 At any time during the course of the mediation process, the parties may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, the whole within the meaning, and as set out in the *Civil Code of Quebec* and the *Code of Civil Procedures of Quebec* or the *Arbitration Act* of Newfoundland and Labrador.
- 11.7 Each party shall assume its expenses related to the mediation or arbitration and half the expenses and fees of the mediator or arbitrator.

12. Status and Security of the Rights

- 12.1 In addition to any person or body that is recognized by laws of general application as having standing, Makivik Corporation, on behalf of the Nunavik Inuit, and the LIA, on behalf of the Labrador Inuit, shall have standing before an appropriate court or other body to enforce this Agreement and the provisions of the NILCA and LILCA in which the terms of this Agreement may be reproduced against the Crown or any person.
- 12.2 This Agreement and any provision of the NILCA and of the LILCA in which any of its terms may be reproduced, shall not be amended without the prior written consent of both the LIA and of Makivik.
- 12.3 The parties will not include any provisions contrary to this Agreement in either the NILCA, the LILCA, or in any legislation implementing their terms.
- 12.4 This agreement may not be assigned by either party without the consent of the other provided, however, that on the Effective Date of the LILCA the Nunatsiavut Government becomes the successor of LIA for all purposes.



SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto at the place and date hereinafter indicated.

De Emma RAGHALL
Witness

MAKIVIK CORPORATION

Per: [Signature]

Date of Execution:

Nov 24/2005

Place of Execution:

Kelowna, B.C.

LABRADOR INUIT ASSOCIATION

[Signature]
Witness

Per: [Signature]

Date of Execution:

Nov. 24/05

Place of Execution:

Kelowna, B.C.

[Signature]