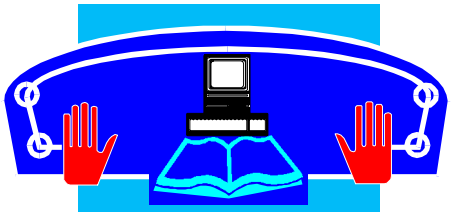

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The Nunavut Land Claim Agreement In Plain Language

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THE NUNAVUT LAND CLAIM AGREEMENT IN PLAIN LANGUAGE

TUNGAVIK FEDERATION OF NUNAVUT

Tungavik Federation of Nunavut

May 1992

THENUNAVUT LAND CLAIM AGREEMENT IN PLAIN LANGUAGE

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THIS PLAIN LANGUAGE VERSION OF THE NUNAVUT LAND CLAIM AGREEMENT WAS PREPARED BY TFN. IT IS TO BE USED AS A REFERENCE TOOL ONLY. IT IS NOT THE OFFICIAL VERSION OF THE NUNAVUT LAND CLAIM AGREEMENT.

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The Nunavut Land Claim Agreement in Plain Language

Introduction

What is a "Plain Language Version" of the Final Agreement

This version of the Final Agreement has been written with one objective in mind. It has been written in a style that will hopefully help those persons without a legal education to fully understand what the Final Agreement is saying. We hope we have achieved this objective and that this will be a guide to understanding the Final Agreement.

This document describes what TFN thinks the Final Agreement means, Section by Section. The Final Agreement is like a "law" of Canada, and like any law it is often difficult to understand because it is written in "legal language". The Plain Language version was written to help you understand the Final Agreement and all of the Sections that makeup the Agreement. In writing this version, we have rewritten every provision in the Final Agreement in plain language. The Plain Language version is like a dictionary. Where legal terms are used, we have explained what those terms mean. In some cases, writing a Section in plain language means it becomes quite short and to the point, in other cases, our version maybe longer because of the explanation required. We suggest you have a copy of this version beside you as you read the "official" Final Agreement so if you come to a Section, Part or Article in the Final Agreement that you cannot understand, you can look up the explanation in the Plain Language version.

This version is TFN's view only and is meant to be used as a reference tool. It is not the official Final Agreement and therefore, has no legal status.

How to Use the Plain Language Version

The Final Agreement is made up of 41 Articles. These "Articles" are like chapters in a book, inside each "Article" are "Parts" and the Parts are made up of "Sections". The first number of a Section is the article, the second number is the part, and the last number is the Section - so Section 2.4.6 means Article 2, Part 4, Section 6. The Final Agreement is divided up like this so that it is easy to follow and easy to find specific things. In this Plain Language version, we have used the same Articles, Parts and Sections as the Final Agreement. So, lets say that you are reading Section 37.2.6 of the Final Agreement and you can't understand what it is saying. You can then go to the Plain Language Version and look at Section 37.2.6 and read the explanation to better understand what it means.

Explanations

There are certain words or terms used in the Final Agreement that are not explained in the Agreement, but need an explanation. For words that are used in many places but not explained in the Agreement, we have identified and explained them below. For terms or words used only in a specific Article, we have included an explanation section at the beginning of each Article to explain those terms and words.

In the Final Agreement often you will read the term Nunavut Settlement Area. In the Plain Language Version we have shortened this term to Nunavut. So where you find the word Nunavut in this Plain Language Version it means the Nunavut Settlement Area. The location of the Nunavut Settlement Area is explained in Article 3. Basically, the Nunavut Settlement Area means the area of land where the Final Agreement applies.

In the Final Agreement there are time limits set for when certain things must be begin, set up, or be completed. The starting point for the time limits is usually the date of ratification. This phrase is defined in Article 1 and it means the day the ratifying legislation is made a law by Parliament.

Article 1: Definitions

Part 1: General

Explanation: This Article is included in the Final Agreement to explain the meaning of words and phrases that are used in the Final Agreement. If you are reading a Section in the Final Agreement and come across a word or phrase you don't understand check at the beginning of the Article to see if it is explained and if it isn't there check in this Article under Section 1.1.1 to see if it is explained there.

1.1.1 This Section says that in the Final Agreement:

"Agreement" means the Final Agreement including the Section called preamble and the schedules;

"Arbitration Board" means the board set up in Section 38.1.1 of Article 38 (Explanation: the word "arbitration" means a process to settle a dispute between the parties when they cannot resolve it themselves. In this process, a person - the arbitrator - who is not a party to the dispute, is chosen or appointed to hear the parties evidence and arguments, then makes a decision which the parties have to follow. It is similar to a judge hearing a case in court but not as formal. Arbitrators do not have to be judges.);

"arbitration panel" means the panel set up in Article 38;

"bed" of river, lake, or other body of water means the land that is covered by water;

"Board" means the Arbitration Board set up in Section 38.1.1 of Article 38;

"carving stone" means utkuhighak and hanaguagahaq that are used for carving and found in Nunavut;

"Commissioner" means the Commissioner of the Northwest Territories or his or her future replacement;

"Commissioner-in-Executive Council" means the Commissioner when he or she has to make decisions with the advice and permission of the Executive Council of the Territorial Government;

"Conservation Area" means those places described in Section 9.1.1 of Article 9;

"Council" means the Nunavut Social Development Council set up in Article 32;

"Crown" means the Queen or her representative (often a Minister or public servant working for the Government);

"Crown lands" means the lands that belong to the Queen and are administered for her by the Government of Canada or Territorial Government;

"date of ratification of the Agreement" means the date on which the ratification legislation is passed by Parliament and comes into effect;

"DIO' - "Designated Inuit Organization" means:

a) the Tungavik; or

b) the other Inuit organizations that are identified in Section 39.1.3 of Article 39 to be responsible for something a DIO is required to do in the Final Agreement;

"Executive Council" means the Executive Council of the Northwest Territories or its future replacement;

"flora" means plants, but in the Final Agreement it doesn't include trees that can be used for buildings;

"gas" means natural gas and all the substances that are produced with natural gas but doesn't include oil;

"Government" means the Government of Canada or the Territorial Government, both, depending on the responsibilities in the law — jurisdiction — of the each government, or the level of government identified through Section 1.1.6;

"harvest" is used in the Final Agreement instead of hunting because it means a lot more. In the Final Agreement "harvest" means hunting, fishing, trapping, netting, egging, picking, collecting, gathering, spearing, killing, capturing or taking by any means;

"HTO", "Hunters and Trappers Organization" means the organization referred to Sections 5.7.1 to 5.7.15 of Article 5;

"IIBA" means an Inuit Impact and Benefit Agreement described in Articles 8 (Parks), 9 (Conservation Areas) and 26 (IIBAs);

"Implementation Panel" means the panel set up in Part 3 of Article 37;

"Inuit" means:

a) all those members of the aboriginal people known as Eskimos, that have traditionally used and occupied and now use and occupy the lands and waters in Nunavut when it is used in Sections 2.7.1 to 2.7.3 or to used to describe the past,

b) for all other Sections of the Final Agreement,

i) before the Inuit Enrolment List has been done, all the people entitled to be enroled under the enrolment provisions,

ii) once the Inuit Enrolment List is done, the people enroled on the List;

"Inuit Heritage Trust" means the trust that is set up in Section 33.4.1 of Article 33;

"Inuit Owned Lands" means the lands described below as long as they have the status of Inuit Owned Lands:

a) all of the lands that the DIO will own on behalf of all Inuit under Section 19.3.1 of Article 19, and

b) any lands that the DIO receives in the future or gets back from government that are considered to be Inuit Owned Lands in the Final Agreement;

"Inuit Owned Lands Parcel" means a particular portion or

parcel of the Inuit Owned Lands that has been given a specific identification number on the maps called *Inuit Owned Land, Ownership Maps (Numbers 1 to 237);*

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

"lands" do not include water, but include the lands that are covered by water onshore or offshore;

"laws of general application" means all of the federal government, territorial government and local government laws that judges have said apply to everyone and everything;

"legislation" means a law made by Parliament or the Legislative Assembly and any regulations that are made under the law;

"Legislative Assembly" means the legislative assembly in the Northwest Territories or any future assembly for Nunavut;

"marine areas" means the sea, including the seabed and subsoil, under the sea, in Nunavut but does not include rivers, lakes and other fresh water found in Nunavut;

"marine species" means fish, shellfish, lobsters, crabs and other marine animals or their parts;

"minerals" means the metals found in the rock and other substances found in the rock that are solid, liquid, or in gas form such as coal, oil, and gas (water is not included as a mineral);

"Minister" means a Minister of the Government of Canada or a member of the Executive Council appointed as a Minister;

"National Park" means:

a) those areas that have officially been made a National Park or National Marine Park under the law called the *National Parks Act*; and

b) when dealing with Part 4 of Article 8 and other provisions dealing with opportunities for Inuit to get benefits from planning, setting up and managing a National Park in the Nunavut, those areas that have not been made parks under (a) but are set aside as National Park Reserves;

"NIRB", "Nunavut Impact Review Board" means the body referred to in Section 12.1.1 of Article 12;

"NITC", "Nunavut Implementation Training Committee" means the committee set in Part 7 of Article 37;

"NPC", "Nunavut Planning Commission" means the body referred to in Section 11.4.1 of Article 11;

"Nunavut Settlement Area" means the area described in Section 3.1.1 of Article 3;

"Social Development Council" means the council set up in Section 33.2.1 of Article 33;

"Nunavut Trust" means the Trust set Up under Article31;

"NWB", "Nunavut Water Board" means the body referred to in Section 13.2.1 of Article 13;

"NWMB", "Nunavut Wildlife Management Board" means the body referred to Section 5.2.1 of Article 5;

"oil" means crude oil that is produced into a liquid form and other kinds of oil that are found in the land, seabed or subsoil of the seabed;

"operator" means a person or organization that has rights to explore, develop, produce or transport minerals in, on, or under Inuit Owned Lands;

"ordinary high water mark" or "bank" means the part of the land where the bed of the river, lake, stream or other body of water meets with the land

"Organization" means any of the following:

a) Nunavut Trust

b) a Regional Inuit Association

c) a Hunter and Trappers Organization

d) a Regional Wildlife Organization

e) the Nunavut Social Development Council

f) the Inuit Heritage Trust, or

g) any organization that is identified by the Tungavik according to Section 39.1.3 of Article 39.

"Outer Land Fast Ice Zone" means the area beyond the twelve mile territorial sea boundary off the east coast of Baffin Island that is sometimes covered by land fast ice (its actual location in terms of geographical co-ordinates using the parallels of latitude and the meridians of longitude is in the Final Agreement in Section 1.1.1 under "Outer Land Fast Ice Zone");

"outpost camps" is explained in Section 7.1.1 of Article 7-Outpost Camps;

"Parliament" means the Parliament of Canada which is made up of the House of Commons and the Senate;

"Park" means a National Park or Territorial Park;

"Parties" means the Inuit of Nunavut and Her Majesty in Right of Canada- when you see "Parties" it means *only* Inuit and Her Majesty in Right of Canada; when you see the word "parties" without a capital "P", it usually means the people involved in the particular issue being discussed- for example, the word "parties" is used in Article 37, Part 2 and there it means Inuit,the GNWT, and Federal Government

"petroleum" means oil or gas;

"principles of conservation" means those principles that are described in Section 5.1.5 of Article 5;

"project proposal" means a physical work that a person or body plans to build, operate, change, shut down or carry out (such as a mine or airport) or a physical activity that a person or body plans to undertake (such as bringing a ship through

the Northwest Passage) within Nunavut or as it is described in Section 12.11.1 of Article 12;

"ratification legislation" means the law that is referred to Sections 36.1.3 and 36.1.3 of Article 36;

"Regional Inuit Organization" means the Kitikmeot Inuit Association, Keewatin Inuit Association, Baffin Regional Inuit Association, or any future replacement;

"RWO", "Regional Wildlife Organization" means the organization referred to Section 5.7.5 of Article 5;

"registrar" means the government official who runs the office that is responsible for keeping the records of who owns what lands and where in Nunavut and where they are located;

"regulation" includes an order, rule, rule of court, by-law or other similar instrument issued, made or passed:

a) in performing a power set out in a law; or

b) by or under the authority of the Cabinet (Federal Government) or the Executive Council (Territorial Government);

"resources" means coal, petroleum, metals and other substances naturally found in the land that can be mined, but does not include those things called "specified substances"- this definition for resources only applies to Articles 25, 26, and 27;

"royalty" (also see explanation in Article 25) means a share of the production of the resource, either in money or part of the production itself that the producer has to pay to Government for any resource that is produced from government owned lands in or under Nunavut, a royalty *does not* include the following:

a) any payment made for a service provided or a payment made to obtain a right, interest, or approval to do something;

b) any payment that has to be paid regardless of who owns the resource (ie. tax); or

c) any payment made for incentives;

"specified substances" means stone used for construction, sand, gravel, limestone, marble, clay, carving stone and other similar substances found in the ground that are identified by their scientific names in the Section 1.1.1 definition of "specified substances" of the Final Agreement;

"statute" means a law made by Parliament or the Legislative Assembly, but does not include a regulation;

"Surface Rights Tribunal" means the body referred to in Section 21.8.1 of Article 21;

"Territorial Government" means the Government of the Northwest Territories or any government in the future that is responsible for Nunavut;

"Territorial park" means an area that is officially made a park under the law called the *Territorial Parks Act*;

"third party" means a person or organization but does not include Government, Inuit or DIOs;

"Tungavik" means the non-profit corporation that was setup by TFN on _____ date _____ or its replacement in the future -(a non-profit corporation is an organization that is set up under a law called the *Corporations Act* but unlike a business, a non-profit corporation does not operate to make money for profit);

"water" means waters in any river, stream, lake or other body of inland (freshwater) water on the surface or under ground in Nunavut, and includes ice and all inland ground waters, but doesn't include water or ice in marine areas;

"wildlife" means all animals and plants found on land and water, and their parts and products - (ie. product of a bird is an egg, or product of plant may be the berries);

"Zone I" means the area that includes all of the waters within Canada's responsibility that are found north of the61 parallel of latitude further from land than the territorial sea boundary and not in Nunavut or another land claims agreement area;

"Zone 2" means the area that includes the waters of James Bay, Hudson Bay and Hudson Strait that are not part of Nunavut or another land claims agreement area.

Citation of Legislation

1.1.2 This Section says when a law is named and underlined in the Final Agreement it means that law with any changes made to the law:

a) unless there is a specific date included with the name (and if that is the case only that law as of that date can be used and any changes after that date do not apply); and

b) includes the law named the *Constitution Act, 1982*, with the changes made to this law in 1983 and any changes that are made after that.

Saving

1.1.3 This Section says the description or reference to the Territorial Sea Boundary or Territorial Sea parallels or meridians in the Agreement do not in any way prejudice Canada's negotiations and positions they have made or taken with respect to Canada's marine jurisdiction with other countries.

(Explanation: Government wants the assurance that nothing it agrees to in the Final Agreement about the definition of the Territorial Sea or the Sea's boundary will be used against them in the negotiations and positions it takes with other countries in defining the geographical extent of Canada's jurisdiction vis-a-vis another country.)

Land Descriptions

1.1.4 This Section says the identification number attached to a specific parcel of Inuit Owned Lands, it is the

identification number used as Inuit Owned Land Parcels on the maps called *Inuit Owned Lands, Ownership Maps (Numbers 1 to 237)* that are mentioned in Section 19.3.1

1.1.5 This Section says the Land Files that are mentioned in the Final Agreement are the files that are held by DIAND in Yellowknife. These are the files dealing with parcels of land.

Designation of Government

1.1.6 This Section says if the Final Agreement is unclear about what level of government is responsible for doing something, the two Governments can identify which one, or both, will be responsible. If they do this, they have to make sure that by identifying either one level or both that it does not take away from all or any part of the responsibilities the Queen has in the Final Agreement.

1.1.7 This Section says whatever the governments decide to do under Section 1.1.6, their decision does not limit the contract responsibilities both governments have to Inuit in the Implementation Plan described in Article 37 or how a court interprets the Implementation Plan.

Article 2: General Provisions

Explanation: This Article describes the general rules and principles of the Final Agreement. It contains the surrender provision; this is the provision that people often call the "extinguishment" provision. It also deals with legal matters affecting the Final Agreement and the relationship of the Final Agreement with other laws and with the rights of other aboriginal people.

Part 1: Principles and Objectives

2.1.1 This Section says the Final Agreement is based on and reflects the principles and objectives set out in the Preamble.

Part 2: Status as a Land Claims Agreement

2.2.1 This Section says the Final Agreement is a land claims agreement under Section 35 of the *Constitution Act, 1982* ("the Constitution"). (Explanation: This means that the rights within the Final Agreement are "treaty rights" under Section 35 and therefore have constitutional protection.)

Part 3: Merger

2.3.1 This Section says both Parties intend that the rights Inuit have in the Final Agreement will not be absorbed ("merged") into the legislation Parliament passes to ratify or implement the Final Agreement. (Explanation: "Merger" is a legal term and what this provision is saying is "merger" does not apply here. Legally if "merger" did apply it would mean the rights in the Final Agreement are absorbed into the legislation and make the Agreement not as important as the legislation).

Part 4: Ratification

2.4.1 This Section says that in order for the Final Agreement to be legally binding, it must be accepted ("ratified") by Canada, on behalf of the Queen, and by a vote by Inuit in the way described in the Ratification provisions of the Agreement (Article 36). If the Agreement is not ratified according to the provisions set out in Article 36, the Agreement and the rights contained within it have no legal value.

Part 5: Coming into Force

2.5.1 This Section says the Agreement is legally binding when it is ratified by the Parties of the Final Agreement.

Part 6: Promises As to Further Legislative Action

2.6.1 This Section says Government must consult with the Designated Inuit Organizations (DIOs) identified by Inuit when Government is preparing any legislation to implement the Agreement or if Government is making any changes to the implementation legislation.

Part 7: Certainty

2.7.1 This Section says that in order to obtain the rights and benefits set out in the Final Agreement, Inuit are required to :

a) give up forever to Canada all, if any, of their aboriginal land and water rights and interests anywhere within Canada and the nearby offshore areas that are within Canada's jurisdiction, (explanation: after the Agreement, Inuit cannot go to court to argue that they have more rights to the lands and waters than the ones in the Final Agreement; the Agreement will "replace" any Inuit rights to land and waters otherwise available to Inuit from having been in Nunavut before other Canadians); and

b) agree for all Inuit of Nunavut living today or future generations that they will not take any type of legal action based on their aboriginal land and water rights and interests described in (a) against Canada, a province, a territory, or a person.

2.7.2 This Section says that in the Final Agreement, Canada does not admit or deny Inuit have any aboriginal land and water rights and interests described in (a) outside of Nunavut.

2.7.3 This Section says the rights aboriginal peoples, other than Inuit, have under Section 35 of the Constitution are not affected by, recognized by or provided under the Final Agreement.

2.7.4 This Section says the Final Agreement shall not:

(a) be interpreted so as to deny Inuit are aboriginal people, or that the Final Agreement will affect the ability of Inuit to participate in or benefit from any existing constitutional rights for aboriginal people other than the aboriginal land and water rights and interests Inuit have given up (Section 2.7.1) through the Final Agreement;

(b) affect the ability of Inuit to participate in and benefit from government programs available for Inuit or aboriginal people generally, according to the general criteria established by the government programs; or

c) affect the rights of Inuit as Canadian citizens or discontinue the rights and benefits Inuit are entitled to from time to time as Canadian citizens (for example: old age pensions, family allowances, and the right of free speech).

Part 8: Languages of the Agreement

2.8.1 This Section says there shall be Inuktitut, English, and French versions of the Agreement. The English and French versions are the versions that will be used in court if there is an argument about what all or part of the Final Agreement means.

part 9 Interpretation

2.9.1 This Section says that all of the articles and schedules of the Agreement together make up the Final Agreement.

2.9.2 This Section says that in law the Final Agreement is the Agreement and it cannot be affected by a statement made by Canada or Inuit before or at the time the Agreement is ratified that deals with some pastor existing fact or circumstance ("representation"), a promise that a proposition made is true ("warranty"); any additional agreements such as the implementation plan ("collateral agreement"); or a provision, including a warranty or representation, requiring an event to happen before the Agreement can exist, unless the Agreement expressly allows for this.

2.9.3 This Section says where a provision in the Agreement is unclear, it should not be assumed by the Court that the interpretation the Court gives it must favour either Inuit or Government.

2.9.4 This Section says the law called the *Interpretation Act* applies to the Final Agreement. When the Court is interpreting the Agreement, it will interpret the Agreement according to this Act. (Explanation: the Interpretation Act sets out principles and rules dealing with how to interpret a statute and this will apply to the Agreement.)

Part 10: Transfer of Powers

Transfer of Powers within the Same Government

2.10.1 This Section says where a specific Minister has been given responsibility or power under the Agreement, that power can be transferred to another Minister within the same government. The DIO shall be notified by the Minister that this transfer is taking place.

Transfer of Powers Between Governments

2.10.2 This Section says the Final Agreement does not prevent the Government of Canada from transferring powers or jurisdiction to the territorial government so long as the transfer does not "abrogate or derogate" from any rights Inuit have in the Agreement. The words "aborogate or derogate" mean the Territorial Government cannot cancel out or take away from all or any part of the rights Inuit have in the Agreement.

Creation of A Province Not to Abrogate or Derogate from Rights

2.10.3 This Section says the federal government ensures that the creation of a new province or the extension of the boundaries of an existing province that includes all or part of the Nunavut shall not cancel out or take away from all or any part of the rights Inuit have in the Agreement.

Identification of Government Official

2.10.4 This Section says the Queen is the Party to the Final Agreement and therefore is always responsible for all of the obligations of Government under the Final Agreement. If the Agreement doesn't specifically identify a particular person or body in government that is responsible for doing something in the Final Agreement, then a person or body can be named by the Cabinet if it is a federal government function, or by the Commissioner and Executive Council if it is a territorial government function. The Cabinet, when it is a federal government function, and the Commissioner and Executive Council, when it is a territorial government function, can give the power to a Minister to identify a person or body for government. The Government will notify the DIO which official or body is responsible.

Part 11: Invalidity

2.11.1 This Section says if a court says that any provision of the Agreement is invalid, or in other words, cannot be given legal effect, then Government and the Inuit will try to come to an agreement to rewrite the provision so it is legally binding or replace it with a new provision which is legally binding.

2.11.2 This Section says if the court does determine that a provision in the Agreement is invalid, neither Canada or Inuit can sue the other because the provision was found to be invalid.

2.11.3 This Section says neither Canada or Inuit will go to court to argue that a provision of the Agreement is invalid.

Part 12: Applications of Laws

All Laws Apply

2.12.1 This Section says Inuit still have to live by the laws made by the federal, territorial or local governments and Inuit Owned Lands will be governed by these laws so long as these laws do not go against the Agreement. In legal terms, the words to describe when the laws go against the Agreement are "in conflict or inconsistent" with the Agreement.

Agreement to Prevail

2.12.2 This Section says if a law does go against the Agreement or, as lawyers would say, there is a "conflict or inconsistency" between the Agreement and any government law, including the law to ratify and implement the Agreement, the Agreement rules over this specific law.

Ratifying and Implementing Legislation to Prevail

2.12.3 This Section says the law that is used to ratify and implement the Agreement rules over any other law if the other law goes against this ratification and implementation law.

Interpretation with Regard to Conflict and Inconsistency

2.12.4 This Section says in the event of a disagreement it will be up to a court to decide if a law is against the Final Agreement in Section 2.12.2 or a law is against the ratifying and implementing law. When a court does this, they have to interpret the meaning of "conflict and inconsistency" by following the "common law" rules. "Common law" rules means judge-made rules and customs that describe how the Court has to interpret laws and documents, and the law called the Interpretation Act.

Part 13: Changing ("Amending") the Agreement

2.13.1 This Section says in order to make a change to this Agreement both Canada and Inuit have to agree to the change ("amendment").

a) Canada will show its agreement by passing what is called an Order-in-Council accepting the change; and

b) Inuit will show their agreement to the change by having the Tungavik pass a resolution accepting the change, except if the by-laws or Section 35.9.1. require another way.

Any change made by Canada and Inuit will not give more power or take away the power and responsibilities of the Legislative Assembly or make the Territorial Government responsible for any more financial obligations, unless the Legislative Assembly and Territorial government agree to this.

Part 14. Suits on Behalf of **Inuit**

2.14.1 This Section says an Inuk has a right to go to Court on a matter dealing with the Final Agreement, a DIO can do this for the person, but if the person wants to do it without the DIO, the person has the right to do so.

Part 15: Indemnity

2.15.1 This Section says in legal terms "indemnity" means that one person is responsible for paying for the loss, damage or penalty someone else has suffered. Under the Final Agreement, if an Inuk wins a court case against Government on the basis of any aboriginal rights given up through Sub-section 2.7. 1(a) of the Final Agreement, a DIO will repay Government for any moneys Government may have to pay.

2.15.2 This Section says if legal action is taken by an Inuk, as described in Section 2.15.1, the Government has promised to fight as hard as it can to defend itself and it will not compromise or settle the legal action without the consent of the DIO or DIOs. (Explanation: What this means is that if an Inuk goes to court and says that her or his aboriginal rights to the land were never given up or that the Section in the Agreement cannot legally make Inuit give up their aboriginal rights to land, then the Government will be responsible to go to court and defend what is in the Final Agreement.)

2.15.3 This Section says the DIO or DIOS will not be responsible for paying Government's legal costs resulting from actions taken under Section 2.15.1 or 2.15.2.

2.15.4 This Section says the Government's right to be repaid ("indemnified') by the DIO or DIOs described under Section 2.15.1 does not mean that the DIO is responsible if an Inuk or DIO goes to court against Canada where the DIO says Canada is not doing what it has agreed to or is responsible for in the Agreement.

2.15.5 This Section says Government will be responsible for any harm to Inuit or damages, costs or expenses suffered by Inuit as a result of a legal action taken by person, other than an Inuk or DIO, dealing with:

a) the effect of Inuit harvesting rights under Article 5 on the person taking the action against the Inuit; or

b) the effect of Inuit owning lands under Article 19 on the rights of the person taking the action against Inuit.

2.15.6 This Section says if legal action is taken by a person, as described in Section 2.15.5, the DIO promises to forcefully defend against the case and will not compromise or settle the legal action without the consent of Government. (Explanation this is the same as Section 2.15.2, but instead of referring to Government this refers to Inuit who will defend itself.)

Part 16: Disclosure of Information

2.16.1 This Section says despite what the Agreement might say somewhere else and except for what it says in Section 21.7.6 of the Entry and Access provisions of the Agreement, Government does not have to release ("disclose") any information that it is required to keep from the public according to the laws on access to and privacy of information. Where Government can disclose any information if it chooses to, it will make up its mind taking into account the objects of the Agreement.

Part 17: **Inuit** Owned Lands

2.17.1 In the most important law of Canada called the *Constitution Act, 1867,* there is a provision (Section 91(24)) that states the federal government has responsibility for "lands reserved for Indians". This Section of the Agreement is making it clear that "Inuit Owned Lands" are not to be interpreted by the Court to be "lands reserved for Indians" as described in that section of the *Constitution Act.*

Article 3: Nunavut Settlement Area

Explanation: In the Final Agreement there is reference always to the Nunavut Settlement Area and never just "Nunavut" that is because the "Nunavut Settlement Area is the land claims area and not the Nunavut territory. In this plain language version of the Final Agreement, except in this Article, we have shortened "Nunavut Settlement Area" to "Nunavut". This Article describes the exact location of the Nunavut Settlement Area by naming places and using geographical co-ordinates. These geographical co-ordinates are explained in Section 3.1.2.

Part 1: Description

3.1.1 This Section says in the Final Agreement there is reference to the Nunavut Settlement Area. The Nunavut Settlement Area is made up of two Areas, Area A and Area B. Area A is described in detail in Part 2 and includes the mainland of the Eastern Arctic and nearby marine areas and a portion of the Arctic Islands. Area B is described in detail in Part 3 and includes the Belcher Islands and the associated islands and nearby marine areas.

3.1.2 This Section says the descriptions used in Part 2 and 3 use the geographical co-ordinates which are dots on lines that run north to south and east to west. These lines are called the "parallels of latitude" and "meridians of longitude". The parallels of latitude on the map are the horizontal lines and the meridians of longitude are the vertical lines on the map. Both meridians and parallels are identified by degrees and begin at 0° and go up to 90° (latitudes) or 180° (longitudes). These are very precise and make it easy to follow the boundary line of the Nunavut Settlement Area. These parallels and meridians are taken from a National Topographic Series map with a scale of 1 inch to 500,000 inches (one inch on the map represents 500,000 inches of the real area).

Part 2: Area A

3.2.1 This Section says Area A includes all the lands, water and marine areas enclosed within the boundary described in this Section of the Final Agreement. Area A in the Final Agreement lists the geographical co-ordinates for this Area and includes names of places. (See Section 3.2.1 of the Final Agreement for the exact location of Area A.)

Part 3: Area B

3.3.1 This Section says Area B includes all those lands, waters and marine areas enclosed within the boundary described in this Section of the Final Agreement. Area B in the Final Agreement lists the geographical co-ordinates for this Area and includes names of places. (See Section 3.2.1 for the exact location of Area A.)

Part 4: Map

3.4.1 This Section says the map shown in Schedule 3-1 of the Final Agreement is for information only. [t has Area A and B as described in Parts 2 and 3 marked on it.

Part 5: Greater Certainty

3.5.1 This Section says Inuit shall have additional rights outside of the Nunavut Settlement Area as they are described elsewhere in the Final Agreement. (For example: the right to harvest in the Inuvialuit Settlement Area)

Schedule 3-1: Map Showing Area A and Area B
(Section 3.4.1)
(see the map in the Final Agreement)

Article 4 Nunavut Political Development

4.1.1 This Section says the Federal Government agrees to prepare and present a law for Parliament that will establish the Nunavut Territory with its own Legislative Assembly and public government within a certain time period. This will be a separate territorial government from the Territorial Government for the remainder of the Northwest Territories.

4.1.2 This Section says the Federal Government, the Territorial Government and TFN will negotiate a political agreement ("accord") to deal with the establishment of the Nunavut territory. The accord will set a date for the legislation to be brought to Parliament and it will set out what steps are to be taken in the period of time between the legislation passing through Parliament and the Territory and government being established. Unless TFN agrees otherwise, Canada and Inuit agree the date should be the same date that the legislation to ratify the Agreement goes to Parliament. The accord will also identify the type of powers ("jurisdiction") of the government, certain principles relating to the costs of establishing a Nunavut government and the time limits for the Territory ana Government to come into operation. Canada and Inuit plan to complete the accord by April 1, 1992 and further agreed that the accord must be finalized before the Inuit ratification vote.

4.1.3 This Section says neither the accord nor the law creating the Nunavut territory and establishing its government will be interpreted to be part of the Final Agreement or the ratification law. Neither the accord nor anything in the law creating the Nunavut territory and its government are land claims agreements or treaty rights under Section 35 of the *Constitution Act, 1982* ("the Constitution"). (Explanation: This means that the accord or provisions in the legislation are *not* "treaty rights" under Section 35 and therefore do *not* have constitutional protection.)

NOTE:

This Article may be changed after Canada and Inuit review the results of the plebiscite on the proposed boundary, which is to be held May 4, 1992.

Article 5: Wildlife

part 1: General

Definitions

5.1.1 This Section explains the meaning of words or phrases used in this Article.

"ABNL" or "adjusted basic needs level" is explained in Section 5.6.26 and is the level of harvesting to which Inuit have a right over other persons in addition to the level of harvesting called the BNL;

"BNL" or "basic needs level" is explained in Section 5.6.19 and is the first level of harvesting to which Inuit have a right over other persons, in other words it says how much from the quota belongs to Inuit;

"big game" means the animals listed in Schedule 5-1;

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

"fur bearers" means the animals listed in Schedule 5-2;

"international agreement" means a wildlife agreement between the Government of Canada and one or more other countries;

"marketing" means selling something in its natural or treated state but does not include sale in a restaurant;

"migratory birds" means the birds listed in Schedule 5-3;

"naturalist lodge" means a place where people go to study or watch nature and other parts of the environment

"non-quota limitation" means a restriction on harvesting by ways other than setting a maximum limit on the number that can be taken (this is a quota) and a non-quota limitation may include restrictions on harvesting in certain seasons, a certain size of the wildlife, a specific sex or age of wildlife, or a specific method;

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

"other residents" means people, other than Inuit, living in Nunavut;

"Region" means the Baffin, Kitikmeot and Keewatin regions;

"species" means a particular kind of wildlife or its sub-groups called stocks or populations, for example: the species is caribou and sub-group are the herds such as the Victoria and Beverley Kaminuriak herds;

"sports lodge" means a place where people come to harvest wildlife;

"surplus" means the difference between the total of the BNL and any ABNL and the maximum quota called the Total Allowable Harvest, if there is no ABNL just a BNL, then the surplus is the difference between the BNL and Total Available Harvest (for example: the NWMB sets the BNL for caribou at 200 and the Total Allowable Harvest for caribou is 400; then 400-200 ' 200, which means there are 200 left as surplus.);

"Total Allowable Harvest" means the amount of wildlife by stock or population that the NWMB says can be harvested, according to the rules in Sections 5.6.16 to 5.6.18.

Principles

5.1.2 This Section describes the principles that are recognized and followed in this Article:

a) Inuit are traditional and current users of wildlife;

b) the legal rights of Inuit to harvest wildlife flow from their traditional and current use;

c) the Inuit population is steadily increasing;

d) along-term, healthy, renewable resource economy is both viable and desirable;

e) there is a need for an effective wildlife management system that includes Inuit wildlife management systems and ensures the conservation of wildlife and protection of the land on which wildlife rely; the Inuit harvesting rights and priorities should be reflected in the wildlife management

f) wildlife and land management should provide the best protection available to the renewable resource economy;

g) the principles of conservation rule over wildlife management and Inuit harvesting rights;

h) there is a need for Inuit to participate effectively at all levels and all parts of wildlife management, including research; and

i) Government keeps its overall power for wildlife management.

Objectives

5.1.3 This Section sets out the objectives this Article is trying to achieve:

a) setting up a system of harvesting rights; priorities and privileges (advantages) that

i) reflect current and traditional Inuit harvesting levels and ways,

ii) makes sure the rights Inuit have to harvest meet their basic needs levels and adjusted needs levels, as long as this is done in a way that follows the principles of conservation and keeps in pace with the increase in the Inuit population,

iii) gives DIOS the priority or advantage to set up and run economic projects related to harvesting including sports and commercial harvesting projects,

iv) ensures non-Inuit, especially long-time residents of Nunavut, also get some harvesting advantages and have continued access to harvest, and

v) does not get in the way, more than it has to, of Inuit using their harvesting rights and priorities, and non-Inuit using their privileges and priorities.

b) setting up a wildlife management system that:

i) is ruled by and puts into effect the principles of conservation,

ii) recognizes and reflects the primary role Inuit have in wildlife harvesting,

iii) serves and promotes Inuit harvesters' long-term economic, social and cultural interests,

iv) co-ordinates the management of all species of wildlife, as much as possible,

v) asks the public to play a role and promotes public support in the system, especially among Inuit,

vi) gives the NWMB the power to and responsibility for making wildlife management decisions. "

Conservation

5.1.4 This Section says the principles of conservation will be interpreted and used in a way that has to consider the principles and objectives in Sections 5.1.2 and 5.1.3 and the rights and obligations in this Article.

5.1.5 This Section explains what the principles of conservation are

a) to keep a balance among the things that makeup the environment in Nunavut;

b) to protect the wildlife habitat;

c) to maintain the populations of wildlife to meet the harvesting needs; and

d) to restore and revitalize the populations of wildlife and the land wildlife rely upon.

General

5.1.6 This Section says the Federal Government and Inuit recognize that Inuit should play an effective role in wildlife management.

Part 2: Establishment of the Nunavut Wildlife Management Board (NWMB)

5.2.1 This Section says the NWMB will be set up as an "institution of public government". It is called an institution of public government because it is set up by federal laws, paid for by the Government and deals with public government responsibilities for wildlife and wildlife management.

Since the Final Agreement comes about through a ratification law of Parliament, and, because the NWMB has to be set up on the day the Agreement is ratified, the Final Agreement and ratification law will be used to set up the NWMB.

This Section also says the NWMB will have nine members and one of the nine will be a chairperson. The Section explains how people will become members of the NWMB:

a) each of 4 DIOS will appoint one person;

b) the Cabinet (all Federal Government Ministers) will appoint 3 people according to the rules below:

i) one person, based on the advice of the Minister of Fisheries and Oceans,

ii) one person, based on the advice of Minister of Environment, and

iii) one person who lives in Nunavut, based on the advice of the Minister of DIAND in consultation with the Commissioner;

c) the GNWT Executive will appoint one person; and

d) the Cabinet will appoint the Chairperson from a list of people nominated by the people appointed under (a), (b) and (c).

5.2.2 This Section says if a Minister nominates a person to be a member under (b) and the person is not a government employee, then the Minister has the right to have a person from his or her department attend the NWMB meetings. This person can attend the meetings but *cannot* vote.

5.2.3 This Section says the DIOS that appoint people can have technical people attend the meetings, but they cannot vote since they are not members of the NWMB, only advisers.

5.2.4 This Section limits the time which a person can be a member of the NWMB to four years. This rule applies as long as the person conducts herself/himself in the way that is expected of them.

5.2.5 This Section says if a person does not act in the way that is to be expected they can be removed by the body who appointed her or him. This in legal terms is called removing someone for cause. The reason the person is being removed has to be a reason the law and courts have recognized as a good reason.

5.2.6 This Section says the people appointed to the NWMB have to take what is called an "oath of office". This is a statement which is made in front of a person who the law recognizes to take oaths (e.g. Judge). By making this statement, the person agrees to act fairly and honestly and use their best judgement and abilities when acting as a member of the NWMB. (see Schedule 5-4 for the actual wording of the oath).

5.2.7 This Section says the NWMB members are required to follow the rules in law dealing with "conflict of interest". A conflict of interest with a board member could happen if the board member knowingly participates in the decision of the NWMB, through which he or she could personally benefit, financially or otherwise. The rules in law do not allow people to do this. When an Inuk member of the board participates in an NWMB matter involving Inuit, just because the member is an Inuk does not mean it is a conflict of interest.

5.2.8 If a member is removed or leaves the NWMB, the people who appointed her/him can appoint another person to take his/her place.

5.2.9 This Section says when the NWMB is required to vote on a decision, each member is allowed to vote except the Chairperson. The Chairperson can only vote to break a tie.

5.2.10 This Section says all decisions of the NWMB have to be voted on and must be supported by a majority of the NWMB members.

5.2.11 When a member is unable to attend an NWMB meeting to vote, that member can ask another NWMB member to vote on her or his behalf. The member who will be away, in some cases, can tell the member how to vote on the specific issue.

Meetings

5.2.12 This Section says if there is a vacancy on the NWMB, the rest of the members can continue to do their work.

5.2.13 This Section says the main office of the NWMB will be in Nunavut.

5.2.14 This Section says the NWMB has to meet at least two times a year and can meet more than this if the members think it necessary.

5.2.15 This Section says where four or more members ask for a meeting, in writing giving their reasons for calling a meeting, the chairperson must call a meeting21 days after that request by the members.

5.2.16 This Section says, when it can, the NWMB will have its meetings in Nunavut.

5.2.17 This Section says the NWMB will do business in Inuktitut, and in English and French as government policy or the law requires.

5.2.18 This Section says in order for the NWMB to hold a meeting, at *least five* members have to show up unless the NWMB changes the rule. If the by-laws allow this, a member can be present by telephone if it's an emergency.

5.2.19 This Section says the Government is responsible for paying the costs of the NWMB. Each year the NWMB will prepare a budget that has to be reviewed and approved by Government.

5.2.20 This Section says each member of NWMB will be paid for the NWMB work they do while on the NWMB.

5.2.21 This Section says when a NWMB member is doing NWMB business, any travel or living expenses of the member will be paid by the NWMB. The same rate for expenses that government employees get under the Treasury Board rules will be paid to NWMB members.

5.2.22 This Section says the expenses (traveling and living expenses) of people who cannot vote but are asked to attend the meetings under Section 5.2.2. or 5.2.3, are to be paid by the body which asks them to attend.

By-Laws

5.2.23 This Section describes the type of things NWMB will have in its by-laws and how it will operate. They are:

a) calling meetings and other gatherings of the NWMB;

b) how to conduct meetings of the NWMB (including whether people have to be at a meeting or can participate by telephone), setting up special Committees of NWMB members to deal with specific issues, and setting the quorums (minimum number of members who have to attend meetings) for meetings of these special committees;

c) rules about the day today operations of N WMB and the duties of the staff of NWMB;

d) the way in which a complaint or presentation is made to NWMB;

e) what guidelines are needed for collecting information and opinions; and

f) how to conduct the business of NWMB.

Officers and Employees

5.2.24 This Section says the NWMB can hire people as staff in order to do its business. All staff will be paid by the NWMB.

5.2.25 This Section says all staff of the NWMB will report to and be under the control of the NWMB.

Hearings

5.2.26 This Section says the NWMB can hold public hearings for any decision it is making.

5.2.27 This Section says the NWMB can make rules about what the people who are classifed as "parties" can do at a hearing and what people who are not "parties" but another classification at a hearing can do at the hearings.

5.2.28 This Section says that Government, an Inuk, HTO or RWO will be considered to be "parties" at hearings. The NWMB can decide if any other person should also be

made a party. (Explanation: a "party" at a hearing will always have more rights than those without that classification because a party is more directly involved.)

5.2.29 This Section says if the NWMB thinks it is necessary, a lawyer can be hired by the NWMB to represent the interests of the public, during a public hearing of the NWMB.

5.2.30 This Section says the members of the NWMB will have the same powers as the powers of commissioners who are appointed under a law called the *Inquiries Act,* Part 1. (Explanation: These are powers concerning public hearings for example - powers to make certain people show up and give evidence at a hearing). The Section does say the NWMB *cannot* "subpoena" Ministers. This means the NWMB cannot make a Minister of Government show up at a hearing and give evidence.

Confidential Information

5.2.31 This Section says because the NWMB is an institution of public government, when it receives or gives out information, it has to follow the laws that deal with confidentiality of documents and public access to these documents.

5.2.32 This Section says the NWMB or the Government, when it is giving information to the NWMB, can use its judgement as to what documents it will release or make available, but when either the NWMB or the Government is making this decision, they must consider the goals of the Final Agreement.

Powers, Duties and Functions

5.2.33 This Section describes what the NWMB will be doing. It says the NWMB will be the main body dealing with matters concerning wildlife, but that the government has ultimate responsibility for wildlife management. The NWMB will:

a) participate in research (see Sections 5.2.37, 5.2.38);

b) do the Nunavut Wildlife Harvest Study (Part 4);

c) re-examine presumptions as to need (see Sections 5.6.5 to 5.6.1 1);

d) set up, change, or remove levels of total allowable harvest (see Sections 5.6.16 to 5.6. 18);

e) decide what the 'basic needs level' will be (see Sections 5.6.19 to 5.6.25);

f) adjust the basic need level (see Section 5.2.26 to 5.6.30);

g) distribute wildlife resources to other residents (see Sections 5.6.32 to 5.6.37);

h) distribute wildlife resources to existing operations (see Section 5.6.38);

i) deal with priority applications (see Section 5.6.39);

j) make recommendations for the distribution of the remaining surplus (see Section 5.6.40);

k) set up, change or remove non-quota limitations (see Sections 5.6.48 to 5.6.51);

1) set trophy fees (Section 5.7.41);

m) do anything else it needs to do, and is not specifically mentioned in this Section.

5.2.34 This Section outlines other responsibilities the NWMB can carry out related to management and protection of wildlife and the areas occupied by wildlife. These responsibilities are in addition to the duties the NWMB has in Section 5.2.33. These additional responsibilities are:

a) to approve the setting up or closing down of a Conservation Area or approve the changes of the boundaries of a Conservation Area that deals with wildlife management;

b) to identify the areas within Nunavut that are wildlife management zones or areas that have a lot of wildlife activity (for example: calving areas and nesting areas) and the NWMB will make recommendations to the NPC about planning in these areas;

c) approve plans for managing and protecting areas occupied by wildlife including any areas that are found in conservation areas, territorial parks and national parks;

d) approve plans for:

   i) managing, protecting, restocking or encouraging the birth of particular kinds of wildlife that are not plentiful, the NWMB also can approve plans responsible for cultivating and husbandry of wildlife that is endangered.

   ii) regulating wildlife and bringing wildlife to Nunavut that are not found in 'Nunavut and managing them;

e) provide advice to government departments, NIRB and other interested agencies or people dealing with wildlife compensation and measures that can be taken to lessen the harmful impacts of projects, the compensation dealt with here is the money the developer who causes damage or loss has to pay;

f) approve the identification of a particular type or group ("species") of wildlife that are rare, threatened to disappear or already are endangered;

g) advise government departments and agencies or others about promoting wildlife education and information and training of Inuit for wildlife management

h) set up qualifications for Inuit guides (see Section 5.6.41); and

i) any other responsibilities not included in the Final Agreement under Section 5.2.33.

5.2.35 This Section says the NWMB can take on other duties related to wildlife management and access to wildlife in Nunavut when the NWMB and Government can agree.

5.2.36 This Section says even though managing and protecting the areas occupied by wildlife would clearly be part of the responsibilities of the NWMB, government agencies will have the main responsibility for managing the lands.

Research

5.2.37 This Section explains the role the NWMB will play in wildlife research. It says the NWMB should play an informed and effective role in wildlife research, since research is a management duty. This Section does not limit the Federal Government or the Territorial Government from continuing their own wildlife research. The NWMB will:

a) look at what research is needed, identify the weaknesses in management where there is not enough research on wildlife use or wildlife resources, and encourage research be done in these areas;

b) identify people and agencies that could do wildlife research;

c) examine and recommend whether research proposals and applications to government agencies should be approved or rejected;

d) collect, organize and give out information on wildlife; and keep a database and information source that will assist the NWMB about collecting, classifying, and giving out information; and

e) carry out all other research work necessary for the NWMB to do its work.

5.2.38 This Section describes more work and responsibilities the NWMB will have. It will:

a) open and keep a filing system going to organize all data and information the NWMB has, no matter where it comes from;

b) promote and encourage Inuit training in the various fields of wildlife research and management;

c) promote and encourage the hiring of Inuit and Inuit organizations for research and technical positions made available through government and non-government research contracts; and

d) before starting any research, talk and co-operate with people in communities and DIOS that will be affected by this research.

Liability of the NWMB

5.2.39 This Section says the NWMB will not be legally responsible for paying any person, business or other organization for any losses or damages suffered by them as a result of the NWMB doing its work and carrying out its responsibilities as it is required.

Part 3: Decisions

Judicial Review

5.3.1 This Section says a person who is injured or significantly affected (for example: financially hurt) by a NWMB decision can ask the Court to review the decision made by the NWMB following the rules in Section 28(1) (a) or (b) of the law called the *Federal Court Act.* These rules say a court can review a decision if the NWMB has not been following the rules of natural justice, made a mistake about the law, or acted beyond its power, (Explanation: The principles of natural justice and procedural fairness are rules about how the NWMB must conduct the hearings to make sure people who will be affected by its decision are treated fairly in the hearing, such as, being told in advance that there will be a hearing, being given a chance to speak at the hearing and participate in other ways at the hearing.)

5.3.2 This Section says that only the kind of review by the Court ("judicial review") described in Section 5.3.1 is allowed. No decision of the NWMB can be questioned or reviewed by the Court for any other reason. It also says a person, group or other body cannot ask the court to question, review, restrict or stop the NWMB from doing its work or holding its hearing. (Explanation in this Section in the Final Agreement some legal words are used. They are "declaratory judgment", "injunction", "certorari" and "mandamus". These are all kinds of remedies a court can give. *Declaratory judgement* - is a decision by the court about a party's legal rights. This kind of remedy is asked for when a party's rights are not clear and the party wants the Court to specify what the rights are. *Injunction* is an order from the Court telling a person or institution to stop doing something they are doing. *Certiorari is* a court order as well, but this one allows the court to review a decision made by the NWMB for more reasons than the one described in Section 5.3.1 and to decide whether or not the board went beyond its power when it made the decision. *Mandamus* is a court order too. This one tells the NWMB to do something it has the responsibility to do but has not been doing.

Criteria for Decisions by the NWMB and Minister

5.3.3 This Section explains the restrictions on the NWMB when the NWMB is making decisions under Part 6 and when the Minister is approving, rejecting or varying the NWMB'S decision under Part 6. (Part 6 of this Article deals with limitations or restrictions on harvesting.) This Section says the NWMB and Minister can only limit Inuit from harvesting when it is necessary because of one of the following:

a) for conservation reasons it is necessary to limit harvesting;

b) to allow the rest of the harvesters who also are part of the allocation system outlined in this Article or Article 40 (overlap with other aboriginal groups) to get some of the wildlife according to the rules in this Article or to implement certain other matters in the Article; or

c) to limit harvesting for public safety or health reasons (for example if there was a very bad disease in caribou that would hurt people if they ate it; the NWMB could limit the hunting of caribou for this public health reason).

5.3.4 This Section says the people of Nunavut and Government realize that certain types of wildlife found in Nunavut are also harvested outside of Nunavut by the people living outside of Nunavut. The Minister and NWMB, when fulfilling their duties under Part 6, will make sure they consider the harvesting activities outside Nunavut and any conditions there may be in a domestic interjurisdictional agreement. (See Section 5.1.1 for explanation of domestic interjurisdictional wildlife agreement.)

5.3.5 This Section says an NWMB decision dealing with presumption of need (Section 5.6.5), adjusted basic needs level (Section 5.6.26) or Section 5.6.39, can be rejected by the Minister if the Minister is satisfied the NWMB made its decision without having evidence to support it or where the decision does not reflect what the evidence said.

5.3.6 This Section says when the NWMB and Minister are making decisions affecting Parks or Conservation Areas, any special policies or reasons for setting up these places will be taken into account.

Legal Effect of Decisions (Territorial Government Jurisdiction)

5.3.7 This Section says when the NWMB is making decisions relating to Subsection 5.2.34 (a), (c), (d) or (f) or any of Parts 4 to 6 that fall within territorial government jurisdiction the rules in Sections 5.3.8 to 5.3.15 will be followed.

5.3.8 This Section says when the NWMB makes a decision, it will send its decision to the responsible Minister. The NWMB will not make its decision public.

5.3.9 This Section says the Minister, after receiving the decision from NWMB, can:

a) accept the decision; or

b) refuse the decision following what it says in Section 5.3.11.

5.3.10 This Section says when the Minister accepts a decision made by the NWMB or if the Minister does not refuse it under the rules in Section 5.3.11, then the Minister will go ahead and put the decision into effect.

5.3.11 This Section says when the Minister refuses a decision made by the NWMB:

a) the Minister has 30 days or a later date, if the NWMB agrees, to reply to the decision; and

b) the Minister will write the reasons for the decision to the NWMB, if the NWMB'S decision is rejected.

5.3.12 This Section says if the Minister refuses a decision following the rules in Section 5.3.11, the NWMB will review its decision and the Minister's written reasons, then make a final decision that will be sent to the Minister. The NWMB can make its final decision public.

5.3.13 This Section says after receiving the final decision of the NWMB, as explained in Section 5.3.12, the Minister will:

a) accept the final decision;

b) refuse the final decision; or

c) change the final decision.

5.3.14 This Section says after the NWMB makes its final decision dealing with a presumption to need (Section 5.6.5), adjusted basic needs level (Section 5.6.26) or Section 5.6.39 and the Minister rejects it, the Minister will pass the final decision on to the Commissioner-in-Executive Council (the Territorial Government Executive Council) to:

a) accept the final decision

b) refuse the final decision; or

c) change the final decision

5.3.15 This Section says where the Minister or the Commissioner-In-Executive Council decide to accept or change the final decision, the Minister will go ahead and put the decision, with any changes, into effect.

The Legal Effect of Decisions
(Government of Canada Jurisdiction)

5.3.16 This Section says when the NWMB is making decisions relating to Sub-section 5.2.34(a), (c), (d), or (f) or any of Parts 4 to 6 that fall under the federal government jurisdiction, the rules in Sections 5.3.17 to 5.3.23 will be followed.

5.3.17 This Section says when the NWMB makes a decision, it will send its decision to the responsible Minister. The NWMB will not make its decision public.

5.3.18 This Section says once the Minister receives the NWMB'S decision, the Minister has 60 days or, if the NWMB agrees, to a later date, a final decision from the NWMB to:

a) accept the decision and write to the NWMB to let it know what's been decided; or

b) give the NWMB written reasons why the final decision is rejected.

5.3.19 This Section says it is understood the Minister accepts the decision when:

a) the Minister lets the NWMB know this in writing; or

b) if the Minister does not reject the decision within the 60 days described in the Section 5.3.18 rule.

5.3.20 This Section says after the Minister accepts the decision according to the rule in Section 5.3.19, the Minister will go ahead and put the final decision into effect.

5.3.21 This Section says if the Minister refuses a decision following the rules in Section 5.3.18, the NWMB will review its decision and the Minister's written reasons, then make a final decision that will be sent to the Minister. The NWMB can make its final decision public.

5.3.22 This Section says when the Minister receives the NWMB'S final decision, the Minister can:

a) accept the final decision;

b) refuse the final decision; or

c) change the final decision.

5.3.23 This Section says when the Minister accepts or changes the final decision according to the rule in Section 5.3.21 the Minister will put the final decision into effect.

Temporary Decisions

5.3.24 This Section says when there is an urgent need to change harvesting activities, the Minister can make a decision on a temporary basis until the NWMB does a complete study.

Ministerial Management Initiative

5.3.25 This Section says the Minister can ask the NWMB to look into management matters. Nothing in this Article will restrict the Minister from doing this. The NWMB will respond to the Minister in time that the Minister can meet any national or international obligations.

Part 4: **Nunavut** Wildlife Harvest Study

5.4.1. This Section says there will be a Nunavut Wildlife Harvest Study done for each of the three regions of Nunavut. Schedule 5-5 of the Final Agreement describes the tasks that will be for the Study (terms of reference).

5.4.2 This Section says the Study will begin in each of the 3 regions within one year of the date the Final Agreement is ratified. This Study will be run by the NWMB.

5.4.3 This Section says the research, data collection and work to be done out on the land will be done in such a way to encourage the harvesters to participate. This work will be given to the responsible DIO on behalf of the NWMB.

5.4.4 This Section says the project will be five years. It also says the NWMB will prepare a budget for the Study which will be reviewed by the Government. Government will fund the project.

5.4.5 This Section says the purpose of the Study will be to provide data to find out what the harvesting levels are, to help the NWMB setup levels of Total Allowable Harvest (see definition in Section 5.1.1). This Study is designed to provide NWMB with the information it needs to manage wildlife wisely and ensure wildlife is not over harvested in Nunavut.

The Study will:

a) provide the NWMB with information on Inuit use of wildlife to help the NWMB decide how much is needed by the Inuit as a basic needs level; and

b) collect and review information about the plants and animals living in Nunavut and the relationships between the plants and animals, the environment around them, and Inuit harvesting.

5.4.6 This Section says the Inuit, Federal Government and the Territorial Government will have access to all information and interpreted information done for the Study.

5.4.7 This Section says when information is made available under the rule in Section 5.4.6 the names of the harvesters will not be revealed.

5.4.8 This Section says certain types of evidence received in the Study cannot be used in certain types of legal cases. In a legal case where an individual is charged with a criminal offence or sued by someone else who is arguing the person did something wrong, the information from the Study about the person being sued or criminally charged cannot be used unless the DIO or the individual involved gives permission in writing.

5.4.9 This Section says the NWMB will report on what is happening on the Study each year. When the Study is finished, the NWMB will publish a survey of the findings of the research.

Part 5: **Inuit** Bowhead Knowledge Study

5.5.1 This Section recognizes that when the commercial whalers came to Nunavut years ago, they took too many bowhead whales. This Section also says Government recognizes that Inuit say that because Inuit decided not to hunt bowhead after the whalers left and until there were enough bowheads to harvest again, the number of bowhead have increased in recent decades.

5.5.2 This Section says the NWMB will do an Inuit Knowledge Study. In this Study, Inuit will tell the NWMB how many bowhead have been seen by hunters and where they have been seen. The NWMB has to finish this study within 5 years from the day the Final Agreement is ratified.

Part 6: Harvesting

Inuit Right to Harvest

5.6.1 In this Section it says an Inuk can harvest any kind of wildlife in Nunavut up to the Inuk's "full level of need" as long as there is no quota in place and the rules in this Article are followed. The "full level of need" means all the wildlife needed for economic, cultural and social reasons.

5.6.2 This Section explains that Section 5.6.1 the full level of need means the full of harvest. In other words, that all that the Inuk takes is recognized to be needed by the Inuk.

5.6.3 This Section says that if a Total Allowable Harvest (a quota on the number of a stock or population of wildlife that can be harvested) is put in place by the NWMB according to the rules in Sections 5.6.16 or 5.6.18, then Inuit have the legal right to harvest that stock or population, as long as the rules of this Article are followed.

5.6.4 This Section says any quotas or other restrictions on the number of wildlife that can be harvested that are already in place before the Final Agreement is ratified will stay in place until the NWMB decides to remove or change them. The NWMB will follow the rules in the Final Agreement.

Presumptions to Need

5.6.5 This Section lists all of the animals or their parts that only Inuit will be able to harvest up to the "Total Allowable Harvest". The rule applies unless there are changes made following what it says in Section 5.6.6. The animals or their parts that only Inuit can harvest are:

a) all bears;

b) musk ox;

c) bowhead whales;

d) all migratory birds and their eggs, except the birds listed in Part 1 of Schedule 5-3 during the fall season beginning every September 1st;

e) all birds of prey including owls; and

f) the eiderdown from the nests of eider ducks.

5.6.6 This Section says the NWMB cannot consider changing any of the presumption that Inuit need any of the animals or their parts listed in Section 5.6.5 until 20 years after the Final Agreement is ratified, unless there is a major increase in the population of the animals listed in Section 5.6.5.

5.6.7 This Section says after the 20 years have passed then the NWMB can change the list but, it cannot do this more than once in any five year period.

5.6.8 This Section says the NWMB does not have to re-examine the list, unless a Minister of either the Federal or Territorial Government, the HTO, or the RWO ask the NWMB to do this.

5.6.9 This Section describes what the NWMB has to consider when it is making a decision about social, cultural and economic needs of Inuit. It has to consider:

a) how much is really being harvested;

b) how close and how easy the wildlife are for harvesting; and

c) the general economic, social and cultural conditions of Inuit.

5.6.10 This Section says if the NWMB re-examines a presumption that only Inuit can harvest a specific kind of animal or its parts listed in Section 5.6.5, then the NWMB will look at each case separately.

5.6.11 This Section says just because these Sections say only Inuit can harvest the animals on the list (Section 5.6.5), this cannot stop government from doing its work and harvesting an animal on the list for research or disease control purposes.

Furbearers

5.6.12 This Section says people listed in Section 5.6.13 are the only ones that can hunt furbearers (i.e. foxes, wolves, etc.,) in Nunavut. (Schedule 5-2 in the Final Agreement lists the animals that are furbearers.)

5.6.13 This Section sets out who the persons are that can hunt furbearers in the Nunavut area, as long as they follow the rules in this Article. The people are:

a) an Inuk;

b) any person who had a General Hunting Licence October 27th, 1981 and actually hunted forbearers in Nunavut before the Final Agreement is ratified and wants to continue to hunt furbearers;

c) any person that has applied to the HTO and has been approved by the HTO to hunt furbearers in that area, the person will have to follow the rules set out by the local HTO.

5.6.14 This Section says the general laws about hunting will have to be followed by the people mentioned in Sub-sections 5.6.13 (b) and (c).

5.6.15 This Section says a non-Inuk that holds a General Hunting Licence to hunt forbearers cannot give the licence to anyone and it cannot be inherited by anyone.

Total Allowable Harvest
(the total amount of a wildlife stock or population that can be harvested)

5.6.16 This Section says it is the NWMB's responsibility to put quotas in place, change them and remove them for wildlife harvested in Nunavut from time to time. These quotas are called the "Total Allowable Harvest" in the Final Agreement.

5.6.17 This Section says the total amount of a stock or population of wildlife that can be harvested can be identified by numbers, weight or any type of method the NWMB considers suitable, and,

a) where a species is usually harvested by members of a single HTO, the total allowable harvest will be a community total allowable harvest,

b) where a species is usually harvested by more than one HTO, the total allowable harvest will be a regional total allowable harvest.

5.6.18 This Section says that after one year has passed since the Inuit Knowledge (Bowhead Whale) Study was started, the NWMB will be responsible for setting a total allowable harvest (quota) for Inuit to harvest at least one bowhead whale in Nunavut, according to the rules in Sections 5.3.3 to 5.3.6. The NWMB will have to consider the results of the Study and any other information from the Study that is available when they are setting the total allowable harvest for bowhead. This decision of the NWMB has to follow the rules and process in Sections 5.3.16 to 5.3.23. The NWMB will be responsible for reviewing this total allowable harvest of bowhead whales by Inuit from time to time under Sections 5.6.16 and 5.6.17.

Basic Needs Level **("BNL")**

5.6.19 This Section says the NWMB can set a Basic Needs Level (BNL) after it has decided on what the Total Allowable Harvest (the quota) will be. There is only a basic needs level ("BNL") when there is a Total Allowable Harvest. The BNL is the part of the Total Allowable Harvest (the quota) that Inuit can harvest.

5.6.20 This Section says the BNL is the first priority. If the BNL is equal to or more than the Total Allowable Harvest, then Inuit would have the right to take all of the Total Allowable Harvest.

5.6.21 This Section explains how the BNL will be calculated by the NWMB for each stock or population once the Total Allowable Harvest is set. The NWMB will calculate the Basic Needs Level using either one of the methods below:

a) the total of the average annual amount of a wildlife stock or population harvested over the 5 years of the study plus the greatest amount harvested in any one year during the study, divided by two; or

b) the amount of a wildlife stock or population harvested in any one year during the Study that is chosen by the HTO at the end of the Study, and the year chosen will apply for all species that had a Total Allowable Harvest at the start of the Study.

5.6.22 This Section says the method used to calculate the BNL in Sub-section 5.6.21 (a) will be used unless the HTO decides to use the method in Sub-section 5.6.21 (b) and makes this decision to use (b) within 6 months after the Study has started.

5.6.23 This Section says when a Total Allowable Harvest is set for a stock or population that did not have a Total Allowable Harvest before, the NWMB will calculate the BNL as the higher,

a) using data from the regional five year Study, the total of the average amount harvested over the 5 years of the Study plus the greatest amount harvested in any one year of the Study, divided by two; or where the HTO has already selected a specific year for the basic needs level, the amount harvested in that specific year; or

b) the total of the average amount harvested over the 5 years of the study plus the greatest amount harvested in any one year during the five years before the total allowable harvest is set, divided by two.

5.6.24 This Section says when the NWMB is trying to decide what the BNL will be if it uses Sub-section 5.6.23(b), it has to use the best evidence that is available on Inuit harvesting in the five years before the Total Allowable Harvest (the quota) was put in place.

5.6.25 This Section says the NWMB has 12 months after it is set up to figure out what the BNL will be for beluga, narwhal and walrus. When it is doing this, the NWMB cannot forget to take into consideration that Inuit may not have been able to harvest all that they needed in the previous year, so what they harvested may be less than what they really needed.

Adjusted Basic Needs Level ("ABNL")

5.6.26 This Section says the BNL will be looked at on an on-going basis by the NWMB to see if an addition should be made to the BNL for each species to meet any or all of the factors listed below. This additional Inuit harvest is called the Adjusted Basic Needs Level ("ABNL"). The factors are:

a) increased use by Inuit;

b) trading between settlements; and

c) selling harvested wildlife for food or other uses in Nunavut.

5.6.27 This Section says the NWMB will consider these factors when it is making a decision to set a ABNL:

a) population growth at a community and region level including the addition of;

b) changing patterns in eating, settlement to settlement trading, and sale of wildlife in the Nunavut area;

c) the nutritional and cultural importance of wildlife to Inuit;

d) looking at changes of a particular kind of wildlife other than the one with the BNL to see how available and how accessible that particular kind of wildlife is compared to the one with BNL under review, and

e) Non-Inuit use of wildlife for food, based on their long residency in the North.

5.6.28 This Section says the NWMB will set an ABNL where it is needed.

5.6.29 This Section says the ABNL can go right up to the Total Allowable Harvest (quota). If in any year the NWMB can move the ABNL up or down but never up past the Total Allowable Harvest or down below the BNL.

5.6.30 This Section says the NWMB will review wildlife stocks or populations when asked to do so by a member of the NWMB, HTO or RWO or the Ministers with responsibilities for wildlife.

Surplus

5.6.31 This Section says if there is anything left of the Total Allowable Harvest, after the BNL is set and, if it is required, an ABNL is set, then the remainder of the Total Allowable Harvest is called the surplus. The NWMB has the responsibility to decide what groups of people get this "surplus" to harvest by following the rules and order set out below:

a) the first group that the NWMB can allow to take species from the surplus are the group identified in Sections 5.6.32 to 5.6.37 who are the non-Inuit who live in Nunavut and rely on wildlife for food;

b) if after the first group is satisfied and there is still some surplus left, the NWMB can allocate to the second group who are described in Section 5.6.38; they are the people with sports and commercial wildlife operations that were approved before the ratification of the Final Agreement and are still operating;

c) if there is still some surplus left after the second group has been dealt with, the NWMB can allocate to those people or groups described in Section 5.6.39; people or groups that have economic projects sponsored by the HTOS and RWOS;

d) if there is still some surplus after the groups in paragraph (c) have received their allocation, the NWMB can allocate for other uses described in Section 5.6.40.

Other Residents

5.6.32 This Section describes in more detail who gets the first allocation of the surplus. This group is the people other than Inuit who are living in Nunavut who can harvest wildlife for "personal consumption". Explanation: Personal consumption means harvesting for things such as food and using wildlife parts for clothes and tools - see Section 5.6.33.

5.6.33 This Section says personal consumption by other residents in Nunavut means harvesting wildlife to feed or clothe themselves and their families.

5.6.34 This Section puts a maximum limit of the surplus that the NWMB can allocate for this purpose. It says up to 14 per cent of the surplus can be given to this group.

5.6.35 This Section says the NWMB can go over the 14 per cent limit in any year, *only* if there is some surplus left after the NWMB has made its allocations under Sub-section 5.6.31 (c) (the groups or people with economic ventures sponsored by an HTO or RWO and described in Section 5.6.39).

5.6.36 This Section says that after the NWMB has made its allocation to other residents, it will be the government agency's responsibility for administering how the allocation is distributed among the other residents.

5.6.37 This Section says the other residents who harvest wildlife in Nunavut must follow the rules in the laws and this Article.

Existing Sports and Other Commercial Operations

5.6.38 This Section says only after allocating to other residents, under Section 5.6.32, then the N WMB can allocat, a part of the remainder, if any, to the sports or other commercial operations that are approved before the Final Agreement is ratified and are still operating.

Priority Harvesting by **Inuit** Organizations

5.6.39 This Section says if, after the NWMB has made its allocation to the sports and other commercial operations described in Sections 5.6.38, there is still some surplus left over, the NWMB will make allocations to economic projects designed to benefit Inuit that are sponsored by an HTO or RWO. Example: an economic project includes a sports lodge or commercial fishing company that is set up after the Final Agreement is ratified and is sponsored by an HTO or RWO.

Allocation of the Remainder

5.6.40 This Section identifies what the NWMB will allocate the surplus for, if there is any left over, after it has made all of the allocations of the surplus described in Sections 5.6.32, 5.6.38 and 5.6.39. The remaining uses include all other commercial sports and recreational uses. Any allocation of this remainder for commercial purposes will be done according to the Limited Entry System rule explained in Sections 5.6.45 to 5.6.47.

Inuit Guides

5.6.41 This Section says a person, who is not an Inuk who hunts big game must:

a) have a valid hunting licence from the responsible government agency; and

b) for at least 2 years after the person gets the licence, go hunting with an Inuk who is approved by the HTO according to the guide qualifications the NWMB has set up.

(Big game is listed on Schedule 5.1 of the Final Agreement.)

5.6.42 This Section says if an HTO does not authorize any guides or the HTO says it is not necessary to have guides, the rule in Sub-section 5.6.41 (b) does not have to be followed.

Moving into the Nunavut Settlement Area

5.6.43 This Section describes the people who are not

Inuit but can qualify to hunt and fish in Nunavut. These people who qualify must follow any other conditions or rules described in this Section. The Section lists the qualifications needed. It says any person who is qualified under the general laws, is a Canadian citizen, is a permanent resident as described in the federal law called the *Immigration Act*, and who:

a) has lived in Nunavut for at least 18 months before the Final Agreement is ratified; or

b) has lived elsewhere in the NWT for at least 18 months before the Final Agreement is ratified and becomes an "ordinary resident" of Nunavut within 5 years after the Final Agreement is ratified.

General Hunting Licence Holders

5.6.44 This Section provides for the NWMB to do what it can to accommodate the harvesting needs of people who are mentioned in Sub-section 5.6.13 (b) who will be living off the land while harvesting furbearers.

Limited Entry System

5.6.45 This Section says when commercial licences are given out the first option will be given to:

a) a person who has actually lived in Nunavut at least 18 months before submitting his/her application. Explanation: if a person only has a mailing address in Nunavut and is living in Yellowknife or anywhere else outside Nunavut, they would not be included here; also the person has to have lived in Nunavut for an 18 month period, not a total of 18 months; and

b) people whose applications are likely to provide direct benefits to the economy in Nunavut, in particular jobs for people in Nunavut.

5.6.46 This Section says Inuit will have the same rights as all other persons who qualify to have their applications considered under Section 5.6.45.

5.6.47 This Section says a commercial licence issued by the NWMB under this limited entry system will only last for 3 years.

Non-Quota Limitations

5.6.48 This Section says only the NWMB can set up, change or remove non-quota limitations on harvesting. The NWMB has to follow the rules in this Article when putting in place, changing or removing non-quota limitations. Explanation: "non-quota limitation" means a restriction on harvesting other than a quota, such as restricting the time of year a certain animal can be harvested; or the size of gun that can be used.

5.6.49 This Section says the NWMB can establish or 'emove non-quota limitations for Inuit that are different from those for other harvesters, but the NWMB cannot make the limitations on Inuit harvesters more harsh than the limitations for other harvesters.

5.6.50 This Section says the non-quota limitations the NWMB applies to Inuit cannot unreasonably limit Inuit.

5.6.51 This Section says the non-quota limitations that are in place before the Final Agreement is ratified will continue to be in place after the Final Agreement is ratified, until the NWMB decides to change them.

Emergency Kills

5.6.52 This Section says regardless of the other rules in this Article, a person may kill wildlife if it is necessary to save their own life or another person's life or protect their own property.

5.6.53 This Section says regardless of the other rules in this Article, a person may also kill and eat wildlife to keep from starving.

5.6.54 This Section says that if a person kills wildlife as a result of that person's mismanagement, that person cannot use either Section 5.6.52 or 5.6.53 as their reason for killing wildlife if they are caught by the wildlife officers.

5.6.55 This says parts of wildlife, killed under Sections 5.6.52 and 5.6.53, that are considered valuable will be given to the appropriate RWO by the NWMB.

Part 7: Special Features of Inuit Harvesting

5.7.1 This Section says in addition to the NWMB'S responsibilities, the HTOS and RWOS will oversee the harvesting by Inuit.

5.7.2 This Section says each community and Outpost Camp, if the Outpost Camp wants its own HTO, will have an HTO. All Inuit in each community can become members if they want to. The HTOS can set different membership rules for persons who are Inuit by descent but are not enroled under Article 35, and other persons. Existing HTAs can be identified as HTOS as long as they follow the rules in this Article and make any changes that are needed (for example: the membership would have to be as described in this Agreement). This also says, if it is useful, two or more HTOS can join together to do their work.

5.7.3 This Section describes the powers and duties of HTOS:

a) making rules and overseeing the ways and techniques of harvesting among members of the HTO (including how the non-quota limitations are being followed);

b) distributing and enforcing the BNL (basic needs level) and ABNL (adjusted basic needs level) at the community level among members;

c) deciding whether or not to give a part of the BNL or ABNL and, if so, whether for free or for money, to people who are not members of the HTO; and

d) generally, managing harvesting among members.

5.7.4 This Section says each region will have an RWO. The Kitikmeot Wildlife Federation, the Keewatin Wildlife Federation and the Baffin Region Hunters and Trappers Association may be identified as the RWOS. If they are made RWOS, then they must follow the rules in this Article and make any changes that are required (for example: membership would have to change to be the same as it is in Section 5.7.5).

5.7.5 This Section says one representative from each HTO in a region will make up the Board of Directors of an RWO.

5.7.6 This Section describes the powers and duties of each RWO:

a) making rules and overseeing the ways and techniques among members of harvesting HTOS in the region (including how the non-quota limitations are being followed).

b) distributing and enforcing the BNL (basic needs level) and ABNL (adjusted basic needs level) at the regional level;

c) deciding whether or not to give a part of the regional BNL or ABNL to people other than the HTO, and if so, whether for free or money; and

d) generally, managing harvesting among the members of HTOS in the region.

5.7.7 This Section says two or more RWOS can join together to do their work.

5.7.8 This Section says, following the rules of this Article, RWOS and HTOS will develop by-laws to guide their operations.

5.7.9 This Section says, following what Section 5.7.10 says, the NWMB will work with the RWOS and HTOS to develop guidelines. These guidelines will explain how the HTOS are required to follow the by-laws and decisions of the RWO.

5.7.10 This Section says each HTO must follow the RWOS by-laws and decisions dealing with the regional BNL and ABNL.

5.7.11 This Section says the decisions or the by-laws of the HTO or RWO cannot prevent an Inuk from harvesting to feed himself or herself and family unless the RWO and HTO have a very good reason.

5.7.12 This Section says all the HTOS and RWOS will develop their own by-laws and their members will have to follow these. The by-laws will include by-laws dealing with disciplining members who do not follow the by-laws.

5.7.13 This Section says the NWMB will provide the funding the HTOS and RWOS need to operate.

5.7.14 This Section says the RWOS and HTOS cannot do their work, as explained in Sub-section 5.7.3 (a) or 5.7.6 (a), in a way that conflicts with other rules overseeing harvesting practices and techniques.

Suits (Legal Actions) to protect An **Inuk's** Interest

5.7.15 This Section gives the HTO authority to represent any of its members, with the permission of the Inuk, in a legal case where the Inuk is suing someone, group, Or organization.

Rights of Access by **Inuit**

5.7.16 This Section says, following what Section 5.7.18 says, Inuit will be able to go on any area of land, water and marine area in Nunavut to harvest. This right does not apply on the lands described in Section 5.7.17. This right of access applies to all lands administered and owned by the Government of Canada, including Parks, Conservation Areas and the lands vested in a Municipal Corporation.

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

5.7.17 This Section describes where the right in Section 5.7.16 does not apply. The right does not apply on:

a) lands that:

i) are to be used for military or national security purposes or are being temporarily used for these reasons under the law called the *National Defense Act*,

ii) are privately owned, by someone or some group other than the Municipal Corporation, on the date the Final Agreement is ratified,

iii) is less than one square mile in size and is privately owned after the Final Agreement is ratified,

iv) will be sold, based on an agreement made on or before the Final Agreement is ratified, or

v) have a surface lease as of October 27th, 1981, and have not been renegotiated to include a right of access as described or intended by Section 5.7.21 (Explanation: surface lease means a lease to use only the land not the minerals); or

b) any place that falls within one mile in any direction from a building, structure or other facility on lands under a surface lease, lands for sale or privately owned lands.

5.7.18 This Section says that Inuit have to follow the rules below when exercising the right of access in Section 5.7.16:

a) follow the general laws dealing with public safety;

b) obey any restriction the NWMB puts in place for conservation purposes;

c) with respect to Parks and Conservation Areas, obey

an agreement between Inuit and the management agency of the Park or Conservation Area; and

d) Inuit cannot exercise the right of access on any land where a land use activity has been approved, following the rules in Articles 11 and 12 or government rules, if the right of access is not compatible with the land use; this rule only applies until the land use activity exists.

5.7.19 This Section says if the DIO or Inuk and the interested party with the authorized land use under Sub-section 5.7.18 (d) cannot agree about the right of access and its compatibility with the land use, then the dispute will be settled by arbitration, following the rules in Article 38. (See Article 38 for the explanation of what arbitration is).

5.7.20 This Section says if there is a conflict between the restrictions made under Sub-section 5.7.18 (b) and the agreement between the DIO and Parks people in Sub-section 5.7.18 (c), the agreement under Section 5.7.18 (c) wins out over Sub-section 5.6.18 (b). Explanation: this provision applies only where the land in question is land found in a Park or Conservation Area.

Government Undertakings in Relation to Leases

5.7.21 This Section says if Government gives a surface lease to a parcel of land in Nunavut, before the Final Agreement is ratified and, after ratification, that lease is:

a) renewed, or

b) given to someone else, with Government's approval. Government has to include the following paragraph as a condition to the renewed or transferred lease:

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

(Explanation: This paragraph says the lease holder has the rights in the lease *but* they have to respect any rights of access Inuit have in the Final Agreement to harvest wildlife.)

5.7.22 This Section says the paragraph presented in Section 5.7.21 does not have to be put in any surface lease that is for an area of land that is less than one square mile in size. It also will not be included in a lease, if Government would be legally sued if it was included. If Government is concerned that by including the paragraph, it might be sued, it has to have a document signed by the Deputy Minister of Justice, stating this. Government will make sure the DIO knows about all the applications for surface leases and where government has approved a surface lease.

Restrictions on Right of Access and Harvesting

5.7.23 This Section says any job contract cannot stop an Inuk from harvesting any wildlife when he or she is off duty (not at work).

5.7.24 This Section says if there are any restrictions on access for harvesting to Parks and Conservation Areas in place for conservation reasons before the Final Agreement is ratified, they will still be in effect after the Final Agreement is ratified. These restrictions can be removed or changed by the NWMB under the rules in Part 3. These restrictions can also be changed in an agreement between Inuit and the Park or Conservation Area management people.

Rights of Navigation

5.7.25 This Section says the rights of access cannot stop a person from exercising the rights of navigation they may have. Rights of navigation mean rights to travel on water by boat.

Licensing

5.7.26 This Section says an Inuk does not need a licence to harvest up to his or her ABNL (adjusted basic needs level). The Inuk can harvest without having to pay any tax or fee. This does say the Inuk has to have proper identification to identify himself or herself.

5.7.27 This Section says, if the laws dealing with commercial fishing require it, Inuit will have to get a commercial fishing licence. Inuit will only need this licence for the commercial harvest of marine fish and shellfish that were not commercial harvested in between October 28th, 1980, and October 27,1981. The commercial licence cannot cost a lot of money or be denied unless there is good reason.

5.7.28 This Section says if an economic venture, as described in Section 5.6.39, is approved, the Minister is required to give the person or group a licence for a reasonable amount of money, according to the laws.

5.7.29 This Section says Inuit may have to get a licence to harvest the kinds of whales they did not harvest regularly in the year before October 27, 1981. These licences cannot be denied unless there is a good reason. These licences also cannot cost a lot of money.

Disposition of Harvest

5.7.30 This Section says an Inuk can dispose of the wildlife that is harvested to anyone as long as the rules in Sections 5.6.26 to 5.6.30 and Sections 5.7.31 to 5.7.33 are followed. In this Article "dispose" includes to sell, to trade, to exchange with or to give to people either living in Nunavut or outside of Nunavut.

5.7.31 This Section says an Inuk may have to get a permit to move wildlife that has been harvested outside of Nunavut. If a permit is required, the government agency will give an Inuk the permit when it is requested. The government

agency can only refuse to give an Inuk the permit if it has a good reason. The permit that is given can include terms and conditions that have to be followed. Only a permit for transporting wildlife that is harvested from a surplus allocation (Section 5.6.3 1) will have to be paid for. All other permits are free.

5.7.32 This Section discusses the Freshwater Fish Marketing Corporation. It says even though Section 5.7.3 says Inuit can dispose wildlife to anyone, the Corporation will play a part in marketing fresh water fish outside of Nunavut. This responsibility of the Corporation can affect the right Inuit have when it comes to disposing freshwater fish outside of Nunavut.

This Section also says Inuit are unhappy with the work of the Corporation. The NWMB is required to listen to the concerns Inuit have about the Corporation and tell the Minister what can be done to fix the problems.

5.7.33 This Section says the laws dealing with the sale of migrating birds, their eggs or other parts have to be followed by Inuit.

Assignment

5.7.34 This Section says an Inuk, according to the rules in Section 5.7.3, and an RWO or HTO, according to the rule in Section 5.7.6, have the authority to do the things listed below:

a) an Inuk, RWO a HTO can "assign (which means "pass on") the right to harvest to:

   i) an Inuk; or

   ii) the husband or wife, including a common-law husband or wife, of an Inuk, when the right is assigned, that share of the Total Allowable Harvest (quota) is also passed on to the person; and

b) an Inuk, RWO or HTO can pass on part or all her, his or its share of the Total Allowable Harvest to a person who, according to the laws, is allowed to harvest.

An Inuk, RWO, or HTO have no authority to do the things listed in Section 5.7.35.

5.7.35 This Section explains what the limitations are on the right to asssign, as described in Section 5.7.34. It says the following rights or portion of the Total Allowable Harvest (quota) cannot be assigned to people mentioned in Sub-section 5.7.34 (b) unless the law allows for this. It also says that:

a) an Inuk, RWO or HTO cannot assign any future Total Allowable Harvest (quota) for migratory birds and their eggs between March 10th to September 1st of any year, and

b) an Inuk, RWO or HTO cannot assign the harvest that is allowed for in Article II, Section 3 of the law called the *Migratory Birds Convention A ct.*

5.7.36 This Section says a person who is assigned a right under Sub-section 5.7.34 (b), cannot be prevented from getting a licence if the person has proof of the assignment and is an Inuk by descent or custom but is not enroled under Article 35. This licence will be free.

5.7.37 This Section says the person who gets an assignment has the same restrictions on the right to harvest, that the Inuk, RWO or HTO that assigned the right has.

5.7.38 This Section says if an assignment of a share of a total allowable harvest is made under Section 5.6.39 or Sections 5.6.45 to 5.6.47, then all the terms and conditions under those Sections apply.

5.7.39 This Section says an assignment made by an Inuk cannot last longer than one year. If an assignment is made for longer than one year, it is not legal.

5.7.40 This Section says an assignment made by the RWO or HTO cannot last longer than 3 years. If an assignment is made for longer than 3 years, it is not legal.

5.7.41 This Section says any "trophy fees" that have to be paid on wildlife harvested in Nunavut be people from outside Nunavut will be decided on by the NWMB.

Methods of Harvesting

5.7.42 This Section says an Inuk or person assigned a right under Sub-section 5.7.34 (a) can use any method or way to harvest, following the rules in this Article and as long as this method or way of harvesting does not:

a) conflict with any non-quota limitations the NWMB has decided on under Sections 5.6.48 to 5.6.51;

b) conflict with the laws about public safety, firearms control or humane killing of wildlife; or

c) harm the environment.

Provision of Information

5.7.43 This Section says, despite what the Final Agreement says elsewhere, an Inuk may have to give information to Government about harvesting activities that the laws require non-Inuit harvesters to give on similar activities.

Enforcement

5.7.44 This Section says any penalty given to an Inuk for not following the harvesting rules in the Final Agreement will be fair and cannot be more harsh than penalties a non-Inuk would get.

Part 8: Rights of First Refusal and Use of Government Land

Sports and Naturalist Lodges

5.8.1 This Section says DIOS will be the first group given the opportunity to set up new sports and naturalist lodges in Nunavut ("right of first refusal"). If someone else applies to setup a lodge, Inuit will be asked if they want to set up the lodge instead. The following conditions apply to this right:

a) Government does not have to give the DIO any information about an application to open a sports or naturalist lodge that is identified as "confidential" information;

b) the DIO that is using this right of first refusal can and will have the right to all information that government has about environmental and economic information on the project;

c) generally, the process and time limits used now for setting up sports or naturalist lodges have to be followed; more specifically the steps described in Schedule 5-6 must be followed; and

d) if the DIO is not able to set up a lodge by following the steps in Schedule 5-6 and the DIO does not have a good reason to explain why the steps were not followed, the DIO loses the right to open the lodge and others will be given the chance.

5.8.2 This Section says, if the DIO asks, the Government will rent lands out to a DIO to set up the sports or naturalist lodge.

5.8.3 This Section says the general laws in place will apply to sports and naturalist lodges set up under Section 5.8.1 and 5.8.2.

Propagation, Cultivation and Husbandry

5.8.4 This Section deals with the right of a DIO to set up and run a project to raise wildlife and reindeer. This does not prevent government from setting up its own facilities to do the same. Propagation, cultivation and husbandry are all related activities which mean raising wildlife and breeding them for food or other economic and non-economic reasons, for example, if a species is endangered and disappearing. Cultivation usually refers to raising and breeding plants not animals.

The steps in Schedule 5-6 and only the conditions in Sub-section 5.8.1 (a) and (b) apply to setting up an operation to do these activities.

5.8.5 This Section says, if the DIO asks, the Government will provide lands to set up a cultivation, propagation or husbandry project for wildlife found in Nunavut or reindeer. This Section says the DIO would have to pay for these lands but the price would be as low as possible. The Government can give the land to the DIO, rent it to them, or simply give them permission to use it.

5.8.6 This Section says the general laws that deal with these types of activities will apply to projects set up under Section 5.8.4 and 5.8.6.

Marketing Wildlife in Nunavut

5.8.7 This Section says DIOS will be the first to be given the opportunity to sell wildlife, their parts and products in Nunavut (for example: products include things like caribou sausage and kamiks). The steps in Schedule 5-6 and only the conditions in Sub-section 5.8.1 (a) and(b) apply to setting up a project under this.

5.8.8 This Section says the general laws dealing with selling wildlife, their parts and products applies to projects set up under Section 5.8.7.

Wildlife Parts and Products

5.8.9 This Section says the DIO will have the first opportunity to start and operate a business to collector treat and prepare wildlife parts and products that cannot be eaten. The steps in Schedule 5-6 and only the conditions in Sub-section 5.8.1 (a) and (b) apply to setting up a project under this Section.

Transitional Provisions

5.8.10 This Section says the rights of first refusal described in Sections 5.8.4, 5.8.7 and 5.8.9 do not apply to projects that are set up or renewed before the Final Agreement is ratified.

Part 9: International and Domestic Interjurisdictional Agreements

Explanation: This part applies to wildlife agreements between governments in different countries ("international") or agreements between governments in Canada ("domestic interjurisdictional").

5.9.1 This Section says any law passed in Canada to put an international or domestic interjurisdictional wildlife agreement into effect shall be interpreted in a way that treats Inuit at least as fairly as it treats other aboriginal people in Canada.

5.9.2 This Section says the Federal Government will include Inuit in talks it has to prepare its position on an international wildlife agreement dealing with Inuit harvesting rights in Nunavut.

5.9.3 This Section says the DIO will nominate the Inuit representatives in the talks described in Section 5.9.2

5.9.4 This Section says all harvesting in Nunavut has to follow the rules in a law passed to put an international wildlife agreement into effect, as long as the rule in Section 5.9.1 is followed. This rules only applies to international agreements that exist before the Final Agreement is ratified.

5.9.5 This Section says the NWMB will have a role in the negotiation or changes to a domestic wildlife agreement that deals with matters that are the responsibility of the NWMB in Nunavut.

Schedules of Article 5

Schedule 5-1	describes what animals are considered to be big game; see the Final Agreement Schedule 5-1 for the list.
Schedule 5-2	describes what animals are considered to be furbearers; see the Final Agreement Schedule 5-2 for the list.
Schedule 5-3	describes what birds are considered migratory birds; see the Final Agreement Schedule 5-3 for the list.
Schedule 5-4	sets out the oath the NWMB members have to take. See the explanation of this oath in Section 5.2.6 and see Schedule 5-4 of the Final Agreement for the actual wording of the oath.
Schedule 5-5	sets out the terms of reference for the Nunavut wildlife Harvest Study referred to in 5.4.1. See the Final Agreement Schedule 5-5 for these terms.
Schedule 5-6	sets out the steps to be followed when a DIO is exercising the right of first refusal to setup a sports or naturalist lodge, or the other projects referred to in Sections 5.8.4,5.8.7 and 5.8.9. See Schedule 5-6 of the Final Agreement for the steps.

Article 6 Wildlife Compensation

Explanation: This Article deals with the compensation-repaying the damage and loss suffered by Inuit- when there are certain types of accidents or incidents causing certain types of damage or loss to Inuit that affects wildlife harvesting. The Article describes when compensation will and will not be available to Inuit and how to get it.

part 1: Definitions and Interpretation

6.1.1 In this Article of the Final Agreement the following words are used a lot and have a special meaning in this Article only. It is explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

"claimant" means one or more Inuit as defined in Article 35-the Enrolment and Eligibility provisions who seeks compensation;

"compensation" means any or all of the following: a cash payment paid all at once ("lump sum") or over a period of time ("instalments"); a non-cash payment such as the cost of relocating for a short period or permanently; or replacing or repairing property and reimbursing the claimant with the same kind of property that requires replacing or repair;

"developer" means a person involved in development activity;

"development" means commercial or industrial work, federal, territorial or local government work, or related work on land or water in the Nunavut or Zones I and 11, as described in Article 15- Marine Areas provisions, but does not include:

a) marine transportation; or

b) any wildlife use or wildlife management measure approved by the NWMB under Article 5- the Wildlife provisions;

"wildlife" means wildlife as it is defined in Article 5 but does not include plant-life ("flora").

6.1.2 This Section says the rights and jurisdiction Canada has, as a country ("sovereign right and jurisdiction") in relation to other countries and its obligations to other countries, have to be taken into consideration when these provisions are interpreted. (Explanation: if in this Article there is something that is in conflict with obligations Canada has to other countries, the Section of this Article has to be interpreted so that it does not conflict.)

Part 2: Application

6.2.1 This Section says the Sections on wildlife compensation in Article 20-Inuit Water Rights and Article 21-Entry and Access are dealing with compensation for damage that is expected to happen as a result of some activity or project being proposed. Where there is another type of damage or loss that was not covered under Article *20* or Article 21 it will be dealt with under this Article.

6.2.2 This Section says the only marine transportation damage or loss that these wildlife compensation provisions apply to is where there is damage or loss caused as a result of marine transportation related to commercial work (for example: the Northern store shipping goods) or industrial work (for example: moving equipment by ship for a mine), federal, territorial or local government work, or related work on land or water in Nunavut and Zones I and II. The Federal Government will identify the government official or fund run by government that will have the responsibility to deal with the wildlife compensation claims.

6.2.3 This Section says Inuit will be able to receive wildlife compensation related to damage caused by commercial marine transportation in Nunavut and Zones I and 11 that is not covered under Section 6.2.2 if it is provided for in the laws of general application. The wildlife compensation in these laws will provide Inuit with compensation that is as good as the compensation other wildlife harvesters elsewhere in Canada receive under these laws.

6.2.4 This Section says where there are federal laws dealing with wildlife compensation resulting from damage or loss caused by marine transportation in marine areas that is not covered in Section 6.2.2, Inuit can still use the federal laws to get compensation. If there is compensation available through a federal law, the compensation Inuit will receive will be at least as good as what other wildlife harvesters get in other marine areas in Canada under the law.

Part 3: General Principle of Liability

6.3.1 This Section says in law there are different kinds of liability. Generally liability is a broad legal term which simply means that someone has an obligation to another. In this Article, the claimant does not have to prove it was the developer's fault or that the developer was careless or reckless and caused the damage. If there is damage caused by development activity in Nunavut, the developer is responsible for compensating the claimant who has suffered the following:

a) any loss or damage to equipment or other property (for example: hunting cabin) used for harvesting or loss or damage to any animal carcasses harvested by the claimant;

b) present or future loss of income from harvesting; and

c) present or future loss of available wildlife that are harvested for personal use by the claimant.

6.3.2 This Section says if the developer can prove that the loss or damage that is caused was entirely the result of a war, military attack or natural disaster that was unavoidable or inevitable (for example: an earthquake), the developer will

not be responsible for compensating claimants for the losses or damages.

6.3.3 This Section says the claimants are required to do whatever they can do to minimize the damage. In law this is called "mitigation" and basically it means that even though it is not the claimants fault that there was loss or damage, the claimant has a responsibility to the developer to take every reasonable step to minimize the damages caused by the developer. (For example: the developer has an accident, while hauling gravel for a road to his development site, next to some hunters' winter camp and the load falls out onto one of the five skidoos at the camp. A claimant could "mitigate" or lessen the damages by making sure the other skidoos are moved out of the area to a safer place until all the trucks have passed.)

6.3.4 This Section says that Government may make a law that deals with matters such as the limit of compensation the developer is responsible for, the way in which a limit on compensation should be set, the need to prove who is responsible for paying the compensation, and provision for a deposit of money made in advance in case there is loss or damage ("security deposit"). Inuit are afraid that even though the developer is required by this Article to pay the developer will just leave and never pay so Government is agreed that if it does make such a law, it will consider including a Section dealing with how Inuit can make sure the developer does pay ("enforcement mechanisms"). If any limits on compensation are set out in law, they would be at levels that consider how much money would be required to repair certain damages related to a development activity if they should happen.

Part 4: Procedure for Making A Claim

6.4.1 This Section says the claimant, the DIO, or the Hunters and Trappers Organization (HTO) for the claimant, has to make a claim for loss or damage in writing and send it to the developer, If the claim is not settled within 30 days of giving the developer the claim, either the developer or the claimant (or DIO, HTO) can submit the claim to a body called the Surface Rights Tribunal. The Tribunal will have a hearing to resolve this matter. The Surface Rights Tribunal is a body that is established through the Final Agreement under Article 21-Entry and Access.

6.4.2 This Section says the claimant can also go the Surface Rights Tribunal to settle a claim for compensation dealing with damages or losses that occur from a development activity in the marine areas called Zones I and II.

6.4.3 This Section says then the Tribunal is holding a hearing for a claim, it can look at anything ("the evidence") it thinks is important to make a decision. It does not have to strictly follow the legal rules that say what type of evidence it can look at. The Tribunal can call experts to speak to them and also call other people as witnesses. The Tribunal is required to very seriously consider Inuit knowledge about wildlife, environment, and the cultural, social, and economic importance of wildlife to Inuit.

6.4.4 This Section says, generally speaking, comp sation is not meant to take the form of an annual income the rest of the claimant's life. The claimant or developer ask the Tribunal to reconsider the amount of compensat paid, again at a later time,

6.4.5 This Section says the claimant has to make claim within three years of the damage or loss occurring within three years of when the claimant finds out about damage or loss.

6.4.6 This Section says the Tribunal has 30 days af the hearing is finished to decide who is liable and the amou and type of compensation to be paid.

6.4.7 This Section says the Tribunal recognizes that is important to do things as quickly as possible and make su the compensation is paid quickly to make sure the claima does not have to suffer any more. To make sure this happe the Tribunal may:

(a) decide upon the compensation for damage or loss equipment and other property used for harvesting damage or loss of any animal carcasses before listens to the evidence about other kinds of damage loss;

(b) decide upon the amount of interest that has to be pa by the developer and make the developer pa "interest" on any cash compensation if the develop is late in making the payment or to cover the peri of time from the day the damage was done to the d the payment is to be made (for example if th Tribunal sets a 10% interest rate, and tells t developer he has to pay the claimant $1000 and t developer doesn't pay the money by the date set, t developer would now have to pay $1000 plus a additional 10% ($100) for each year it is late); an

c) have the developer pay more compensation to cov other losses and damages including any costs th claimant has to spend to get the developer to pay t compensation that the Tribunal has decided;

6.4.8 This Section says if the claimant wants to, she he can ask the Tribunal to have the Tribunal's decision compensation registered in the Court. If the Tribunal do this, then the decision is considered to be a decision of t Court and the claimant can use the court to make t developer pay. The Tribunal can help the claimant enfor the decision. (Explanation: Once the Tribunal's decision registered in the court, if the developer does not pay t compensation, the developer is not just not doing what t Tribunal has said it must do, it is also not doing what the co has said, which in legal terms would be "contempt of cou and the developer could be arrested).

6.4.9 This Section says the Tribunal will consid where the claimant lives and how convenient it is for t claimant to travel to places before it decides whereto hold hearing.

6.4.10 This Section says if the Tribunal decides that there is more than one developer responsible, each developer is "severally liable". In legal terms that means each developer is responsible for the full amount, so the claimant doesn't have to go after all of the developers, but anyone of the developers to get the full amount of the compensation. If one developer doesn't have any money, then the claimant can go after one of the other developers with money, and that developer would have to pay all of it, not just a share. This does not mean that if the Tribunal decides the compensation is going to be $5000 that the claimant can get $5000 from each developer, the claimant can only get a total of $5000 and that can come from any one or all of the developers. The Tribunal must also decide how the developers will share the liability whether equally or not. If this is decided, the Tribunal would have to distribute the responsibility ("liability") in the way the laws require that this be done.

6.4.11 This Section says the money the Tribunal spends to make its decisions will not have to be paid by the claimant, DIO or HTO and any costs an HTO may have as a result of representing a claimant will not be paid by the Nunavut Wildlife Management Board.

Part 5: Other Matters

6.5,1 This Section says if there is an Inuit Impact and Benefit Agreement (IIBA) negotiated with a developer and this IIBA included wildlife compensation, then wildlife compensation will not be available under Article 20-Inuit Water Rights or Article 21- Entry and Access.

6.5.2 This Section says if wildlife compensation is negotiated in an IIBA or under Section 6.6.2, the Inuit and developer do not have to use the definition of what loss or damage is in this Article, they can go beyond the definition. Other than this, for the rest of the Agreement wildlife compensation is for loss or damage identified in Section 6.3.1

Part 6: Savings

6.6.1 This Section says this Article does not affect any other rights or remedies an Inuk or Inuit would have through laws that deal with loss or damage from development activity. But if the Tribunal is dealing with a claim, the Tribunal's decision dealing with losses or damages described in paragraphs 6.3.1(a), (b) and (c) is final and can only be reviewed by the Federal Court of Canada (Court of Appeal) as it is outlined in the law called the *Federal Court Act.* If the claim against one developer is not accepted, the claimant can bring another claim for the same loss or damage against another developer.

6.6.2 This Section says if Inuit and a developer want to they can negotiate a wildlife compensation agreement that would replace the general obligations and responsibilities that the developer has in the Article for a specific development.

6.6.3 This Section says that nothing in this Article is to be interpreted as limiting or stoping a developer who is liable under Part 3 to bring a claim against any other person for damages or losses suffered by the developer.

Article *7:* Outpost Camps

Part 1: Definitions and Interpretation

7.1.1 In this Article, the word "outpost camps" is used and has a special meaning which is provided below:

"outpost camps" means camps that are located out on the land and used by **Inuit** families or other groups of **Inuit** for harvesting and living for short periods of time, for a season or two or on a year-round basis. The actual outpost camp area includes:

a) the place where **Inuit** are living; and

b) two kilometres of land (the surface only) around the place where the **Inuit** are living; the places where **Inuit** overnight or camp for several days or only a few weeks are not considered to be outpost camps.

7.1.2 This Section says that the outpost camp provisions have to follow the rules of Article 5- the wildlife provisions.

Part **2:** Government Lands Available for Outpost Camps

7.2.1 This Section says that **Inuit** can continue to have their outpost camps that are set up before the Final Agreement is ratified and are now located on government owned lands and **Inuit** Owned Lands, but they must follow the rules of the Final Agreement.

7.2.2 This Section says **Inuit** can set up new outpost camps anywhere in Nunavut that they are allowed access to harvest as described in Section 5.7.16, except for the places listed in Section 7.2.3 and the limitation in Section 7.2.4. Before a new outpost camp can be set up the **Inuit** must get approval from the local HTO. The HTO can only refuse a request to set up a new outpost camp for good reasons.

7.2.3 This Section describes where outpost camps cannot be set up. New camps cannot be set up on:

a) lands that are owned by the Municipal Corporation (municipal lands) or lands owned by people other than **Inuit**;

b) lands that have been leased by government to a third party (person or body other than government or **Inuit**); or

c) lands that are within the municipal boundaries, unless the Municipal Corporation approves the camp, the Municipal Corporation cannot refuse the request to set up a new camp without good reasons.

7.2.4 This Section says **Inuit** can set up new outpost camps in Parks and Conservation Areas. An-outpost camp could not be in a Park of Conservation Area if it didn't fit in with the requirements of the Park or Conservation Areas, according to the management plans prepared under Sections 8.4.13 and 9.3.7. The location of the camp can be decided by **Inuit** with the Parks or Conservation Area people when they negotiate an **Inuit** Impact and Benefit Agreement. (See Article 8, Part 4 for an explanation of the **Inuit** Impact and Benefit Agreements.)

Part 3: Interest in Land **Inuit** Hold for Outpost Camps

7.3.1 This Section says that **Inuit** will be able to occupy the outpost camps they set up under Section '7.2.1. and 7.2.2 as "tenants-at-will". Tenants-at-will is a legal term which means that **Inuit** are allowed to occupy the land as long as the owner will let them. In other words if the owner of the land asks the **Inuit** to move their camp off the land, the **Inuit** have to leave within a reasonable period of time.

7.3.2. This Section says that **Inuit** will be able to occupy the lands as "tenants-at-will" until Government gives them notice that the lands they are using are needed for something that is not compatible with having a camp in the area. Once the **Inuit** receive this written notice to leave the land, they will have a reasonable amount of time to relocate the camp.

7.3.3 This Section says if **Inuit** let the Government know in advance where their camps are located or where they would like to locate new camps, then the rule in Section 7.3.2 might not apply. It would not apply if the Government doesn't write down any other use or interest it has in the lands. Then if the Government gives notice that they must leave, then regardless of what it says in Section 7.3.2, **Inuit** can continue to occupy the outpost camp for one year after Government gives them this notice.

Part **4:** Government to make Lands Available

7.4.1 This Section says if a DIO, on behalf of the people occupying the camp, or the people themselves ask Government to make lands available to set up a camp, the Government will make lands available. The lands must be suitable for the camp. The Government can lease the lands to the **Inuit** or give the **Inuit** a licence or other legal document that allows **Inuit** to occupy the lands to set up an outpost camp. If the **Inuit** want a lease instead of a licence, the term of the lease will be for five years or longer. This Section says the Government cannot refuse to renew a lease when the term expires unless it has a good reason. If the outpost camp being proposed is located in a Park or Conservation Area, the rule in Section 7.2.4 applies.

Part 5: General Rights

7.5.1 This Section says **Inuit** who setup and occupy an outpost camp will not have to pay any fee, tax, rent or other payments that are like taxes for setting up the outpost camp they use when harvesting.

7.5.2 This Section says that the people who have rights in the subsurface lands where an outpost camp is set up, will have the same rights any person has in the law to get access to

subsurface. (Explanation: Inuit occupying the camp will not be able to prevent a person who has rights to minerals under the camp to get to those minerals. The person has to follow the laws and the Final Agreement rules.)

7.5.3 This Section says, Inuit are responsible for the operation and management of their outpost camp.

Part 6: Other Matters

7.6.1 This Section says the institutions, organizations, and agencies responsible for managing wildlife, lands and other resources, and the offshore, under the Final Agreement and any other laws, will take steps to protect the interests and well-being of Inuit who are living in the outpost camps.

7.6.2 This Section says if Inuit in the outpost camp want the camp made into a community or municipality, nothing in the Final Agreement can stop this.

7.6.3 This Section says Inuit can set up an outpost camp where there is an archaeological site as long as the rule in Section 7.2.4 is followed. The Inuit Heritage Trust can develop guidelines on how these sites can be used and occupied. The Inuit Heritage Trust can also set terms and conditions that have to be followed by Inuit about using and occupying an archaeological site. (Explanation: for an explanation of an archaeological site see Section 33.1.1)

Article *8:* Parks

Part 1: Definitions

(Explanation: Thedefinition''National Park'' and''National Marine Park'' aredefined infection 1.1.1 as ".. .a) those areas that officially have been made Parks under the *National Parks Act*; and b) those areas that have not been made parks but are set aside as National Park Reserves, when dealing with Inuit Impact and Benefit Agreements and other provisions about Inuit benefits from planning, setting up and managing a National Park in the Nunavut;")

8.1.1 In this Article, the following words are used a lot and have a special meaning. They are explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

"National Park Natural Regions" means the natural land regions Environment Canada named in their report called the *National Park System Plan, 1990;*

"Park" means a National Park, a National Marine Park or a Territorial Park:

"Territorial park" means a park that has officially been made a Park under the *Territorial Parks A ct*;

"Zone I - Special Preservation" means specific areas or parts of areas that deserve special protection because they have or support unique, rare or endangered features of nature or provide the best example of a natural feature;

"Zone 11- Wilderness" means large areas that are kept as wilderness and provide good examples of things in nature that describe certain aspects of nature in the park over time;

Part 2: National Parks

General Desirability

8.2.1 This Section explains that Canada Parks Service has divided Canada up into natural regions called National Parks Natural Regions. It is government's goal to have a National Park in each of these Regions. There are 10 National Parks Natural Regions which are all or partly in the Nunavut. They are National Parks Natural Regions 15, 16, 17,25,26, 27, 28, 36, 37, 38, and 39. Canada and Inuit agree that it would be good if there was a National Park in each of the 10 Regions which are all or partly in Nunavut. Canada Parks Service will work with the DIO, the communities that have a proposed park near them, and the territorial government to establish National Parks in any of the 10 regions that do not already have a National Park.

Establishment of Three National Parks

Auyuittuq National Park

8.2.2 This Section says Auyuittuq National Park Reserve will become a National Park no later than one year after an IIBA is negotiated for the Park. Canada and Inuit agree to come to an agreement on an IIBA for Auyuittuq within two years of the Final Agreement being ratified. Th boundaries of the Park are described in Schedule 8-1.

National Park - **Ellesmere** Island

8.2.3 This Section says Ellesmere Island National Par Reserve will become a National Park no later than one yea after an IIBA is negotiated for the Park. Canada and Inu agree to come to an agreement on an IIBA for this park withi two years of the Final Agreement being ratified. Th boundaries of the Park are described in Schedule 8-2.

National Park - North **Baffin**

8.2.4 This Section says the area that government ha withdrawn for a National Park in North Baffin will be mad into a National Park no later than one year after an IIBA i negotiated for the Park. Canada and Inuit agree to come to an agreement on an IIBA for this Park within three years of the Final Agreement being ratified. The boundaries of the Park are described in Schedule 8-3, unless Canada and Inuit agree to make a change.

National Park Proposal - Wager Bay

8.2.5 This Section says some Inuit Owned Lands fall within the area that has been proposed as a National Park on Wager Bay. During the discussions leading up to the decision to set up a park, the DIO will consider the possibility of exchanging these Inuit Owned Lands for other lands not within the area proposed for the park. If the DIO does decide to exchange the Inuit Owned Lands in the proposed park for other lands, the new lands will become Inuit Owned Lands and the lands given to Government will no longer by Inuit Owned Lands.

Changes to National Parks

8.2.6 This Section says if Government decides to change any boundary of any National Park to take lands out of the Park or in any other way take lands out of a Park, Government must:

a) first have a large scale public consultation process; and

b) offer the lands to the DIO

(i) at a fair price, if Government plans to dispose of the land; or

(ii) if the DIO chooses, exchange the lands to be removed with a similar amount of Inuit Owned Lands; this will not apply if Government is removing the lands so that it can set up some government operation or facility.

8.2.7 This Section says Section 8.2.6(b) (ii) does not apply in Marine areas.

Park Management

8.2.8 This Section says, unless the IIBA says otherwise, each National Park in Nunavut will include a large portion of both Zone I - Special Preservation and Zone II - Wilderness areas.

8.2.9 This Section says any new National Park that is set up after the Final Agreement is ratified has to be set up according to the. Land Use Planning and Development Agreement provisions of the Final Agreement. This rule does not apply to Auyuittuq, Ellesmere Island or North Baffin National Parks.

8.2.10 This Section says the Land Use Planning Provisions-Article 11 of the Agreement *will not* apply to the National Park and its boundaries once they are established.

8.2.12 This Section says the Development Impact Provisions- Article 12 *will* apply to any project proposals in the National Parks or National Park Reserves.

Water

8.2.12 This Section says the use of water in the National Parks shall be administered according to existing laws and park management plans. The powers of the Nunavut Water Board in National Parks will be described in the laws. If water use in National Parks affects Inuit water rights on Inuit Settlement Lands, Inuit can seek compensation. The rules for compensation are set out in Article 20-Inuit Water Rights or will be in the IIBA.

Marine Parks

8.2.13 These provisions apply to the National Parks established in marine areas. These Parks are called National Marine Parks. The exchange of lands provision -Section 8.2.6 (b) - applies only to the onshore areas and islands of a National Marine Park.

Part 3: Territorial Parks

General Desirability

8.3.1 This Section says Canada and Inuit agree that it is desirable to set Up Territorial Parks in the Nunavut.

8.3.2 This Section says if the Territorial Government decides to change any boundary of any Territorial Park or take lands out of the Park or in any other way take lands out of a Park, the Territorial Government must:

a) first have a large-scale public consultation process; and

b) offer the lands to the DIO

(i) at a fair price, if the Territorial Government plans to dispose of the land;

or

(ii) if the DIO chooses, exchange the lands to be removed with a similar amount of Inuit Owned Lands; this will not apply if the Territorial Government is removing the lands so that it can set up some other territorial government operation or facility.

8.3.3 This Section says paragraph (b) in Sub-section 8.3.2 doesn't apply to marine areas in Territorial Parks.

Involvement of **Inuit** Generally

8.3.4 This Section says the Territorial Government and Inuit agree that it is a good idea to have Inuit and other local residents involved in the planing and management of the Territorial Parks. So, Inuit and other local people will be involved in the planning and management of the Park.

Park Management

8.3.5 This Section says the process of setting up a new Territorial Park, after the Final Agreement is ratified, will follow the Land Use Planning and Development Impact provisions of the Agreement.

8.3.6 This Section says in Article 11- Land Use Planning, once the Parks are established Article 11 *will not* apply.

8.3.7 This Section says the Development Impact Provisions -Article 12 *will* apply to project proposals in Parks.

8.3.8 This Section says Article 13- Water and Article 20- Inuit Water Rights apply to waters in Territorial Parks.

8.3.9 This Section says if the Territorial Government and DIO agree, they can negotiate Inuit participation in planning and management of all the Parks by region or by group if they are the same type of Park.

Proposed **Katannilik** Territorial Park

8.3.10 This Section says the proposed territorial park called Katannilik should be set up before the Agreement is ratified. Since there will Inuit Owned Lands within the park, Inuit will be able to come and go on Inuit Owned Lands in the park for whatever reasons, including to mine blue stone (lapis lazuli) and other minerals. This rule applies as long as Inuit follow the terms and conditions in the IIBA about protecting the park.

8.3.11 This Section says if Katannilik Park is not setup before the Agreement is ratified, Inuit may choose to trade an equal portion of Inuit Owned Land in South Baffin for any of the land Inuit were interested in owning in the area of the proposed park.

Part 4: General Provisions Applicable to Both National Parks and Territorial Parks

Generally

8.4.1 This Section says the provisions in this Part apply to both National Parks and Territorial Parks.

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

8.4.2 This Section says no Park can be established in Nunavut until the DIO and Government do what they have to do in Sections 8.4.3 and 8.4.4.

8.4.3 This Section says if both Canada and **Inuit** agree, the territorial government can be involved as a party in the negotiation of an **IIBA** for a National Park.

8.4.4 This Section says before a Park is established, the Government responsible and the DIO shall negotiate an **IIBA**. The IIBA will deal with anything that is connected to the proposed park that might have a negative impact on **Inuit** or that could benefit **Inuit** locally, regionally, or territorial-wide. Some of the matters that should be included in an **IIBA** are described in Schedule 8-4.

8.4.5 This Section says a person will be chosen to prepare a report for the Minister of the Environment, if the Government and **Inuit** cannot reach an agreement on the **IIBA**. This person is called a conciliator. The job of the conciliator is to understand what the problems of the parties are and to help them reach an agreement. The conciliator will report to the Minister and the Minister will make a decision. If either Government or **Inuit** are not negotiating seriously with a goal to reaching an agreement, there will no longer be an obligation on the other party to reach an **IIBA**.

8.4.6 This Section says for the territorial parks that are in place when the Agreement is ratified, the Territorial Government and **Inuit** will have to reach an agreement on an **IIBA** before five years passes since the ratification of the Agreement.

8.4.7 This Section says where the IIBA doesn't say how long the **IIBA** is to last, it will be re-negotiated after seven years have passed.

Other **Inuit** Economic Benefits

8.4.8 This Section says if Government decides that it will hire some other organization or company to do the work to set up a park, run it, or keep it maintained, then Government has to

a) give priority to qualified **Inuit** companies/organizations if government decides to ask for bids for the contracts; and

b) make sure the contractor that gets accepted to do the contracts, gives priority to hiring **Inuit** to work for the contractor.

8.4.9 This Section says if government contracts out any businesses or business opportunities available in relation to parks in Nunavut, a DIO will have the right to take advantage of the opportunities before any other group or people.

8.4.10 This Section says even though there are economic benefits available through Sections 8.4.8 and 8.4.9, the IIBA can also deal with economic benefits for **Inuit**.

Management

8.4.11 This Section says if either the DIO or government ask for it, a management committee made Up of **Inuit** and Government will be set up in the **IIBA** to deal with park planning and management. There would be different committees dealing with Territorial and National Parks.

8.4.12 This Section says this Committee will advise the Minister, the NWMB or other government bodies the Committee thinks are necessary, on park management issues.

8.4.13 This Section says the Canadian Parks Service (for National Parks) or the territorial government (for Territorial Parks) will have five years, after a park is established, to prepare a management plan for the park. This plan will be based on recommendations of the Committee set up under the **IIBA** for the park and other recommendations made by organizations or persons interested in the park. These plans have to be looked at and approved by the Minister. The plans can be reviewed and, where the plan provides, changed.

8.4.14 This Section says the park management plan has to be consistent with the terms and conditions of the **IIBA**.

Inuit Access

8.4.15 This Section says **Inuit** do not have to pay to enter Parks.

Information

8.4.16 This Section says any Government information written about Parks in Nunavut will be translated into **Inuktitut**. Any public information in a Park has to be available in **Inuktitut**, if it is made available in English and French.

New Parks

8.4.17 This Section says if a new park is set up in Nunavut or a new part is added to an existing park in Nunavut, an **IIBA** has to be negotiated. The opportunities and benefits set out this Article would apply to the new park or expanded part of an existing park. This rule only applies to new parks or additions to existing parks that are not identified in the Final Agreement or known about before the Agreement is signed.

Dedication

8.4.18 This Section says parks must beset up and run in a way that includes **Inuit** and **Inuit** history.

Interpretation

8.4.19 This Section says if these provisions on parks conflict with the provisions on Wildlife-Article 5, then Article 5 rules over this Article.

schedule 8-1	Boundaries of the Auyuittuq National Park (see Section 8.2.2 and see the schedule in the Final Agreement for the actual boundaries.)
Schedule 8-2	Boundaries of the Ellesmere Island National Park (see Section 8.2.3 and see the schedule in the Final Agreement for the actual boundaries.)
Schedule 8-3	Things that will be included in an IIBA (see Section 8.4.4)

Explanation: This schedule identifies the items that should be in an IIBA. They are:

1. opportunities for training Inuit at all job levels
2. hiring Inuit first ahead of others
3. making sure employment arrangements (for example: work schedules are flexible) to reflect Inuit needs and priorities
4. providing scholarships for Inuit interested in studying more on parks
5. things dealing with the worker-employer relationship ("labour relations")
6. promoting Inuit business opportunities in park services and park facilities including;
   a) providing start-up money,
   b) providing expert advice when needed, and
   c) preparing tourist packages and advertising for the park
7. housing, accommodation and recreation for Inuit who work in the park, or at park facilities and their families
8. language to be used in the workplace, in the park, and at park facilities
9. Inuit access to park services and facilities
10. routes and places to get into and out of the park
11. important wildlife and environmental concerns related to the park, park services-particularly how to prevent or limit wildlife in the park from being bothered by people
12. outpost camps in the park
13. determing how the use of the park affects Inuit, and dealing with the following:
    a) what land use activities can take place in the park,
    b) special places or zones in the park that need special protection,
    c) the type of motor vehicles and technology (for example microwave - satellite dishes) that can be used in the park, and
    d) protection of archaeological, religious or cultural places of importance to Inuit
14. developing good communication ("information") networks between Inuit and the park employees; dealing with things like Inuit participation in management of the park and Inuit concerns about the park
15. the relationship of this agreement with past and future IIBAs.
16. how to resolve a dispute with the IIBA and how to change the IIBA if the Inuit and government want to change it
17. how to implement the IIBA and make sure it is followed
18. any other things Inuit and government think is necessary to deal with the needs of Inuit and the park

Article 9: Conservation Areas

Part 1: Definitions

9.1.1 This section describes what conservation areas are included in this definition of "Conservation Area" of the Agreement. This definition includes wild life areas, bird sanctuaries, historical parks and other areas that government identified that have ecological, cultural and archaeological, or research importance.

Part 2: General

9.2.1 This Section says that besides Parks, there are also other areas in Nunavut that are important because of their history, culture, wildlife, plants, and other environmental reasons. Like Parks, they need special protection. Inuit will have special rights and benefits to these Conservation Areas.

Part 3: Conservation and Management

9.3.1 This Section says Government will have two years, after the Agreement is ratified, to look at its laws and decide whether or not it needs more laws or can change the existing laws to deal with setting up and managing these Conservation Areas. Government will consult Inuit when it is doing this work.

9.3.2 This Section says even though Inuit(DIO) and government will co-manage Conservation Areas, as described in Section 9.3.7, the NWMB will be required to give its approval before a new Conservation Area is set up, an existing Conservation Area is closed or its boundaries are changed. The NWMB is involved because of the impact any one of these events would have on the management and protection of wildlife and their surroundings. The NWMB has this power under Section 5.7.2(a).

9.3.3 This Section adds to what Section 2.12.1 says about all federal, territorial and local government laws applying to Inuit Owned Lands. This Section says the federal law- *Migratory Birds Convention Act* and the territorial law - *Wildli fe Act* will apply on the Inuit Owned Settlements that are within the boundaries of an existing Conservation Area. The Inuit Owned Lands that are within existing Conservation Areas are listed in Schedule 9-2. If the boundary of any of these Areas is changed to remove the Inuit Owned Lands, then these laws do not apply specifically to these Lands.

9.3.4 This Section says Schedule 9-3 lists the names of areas, which include Inuit Owned Lands, where Government can set up new Conservation Areas. In addition to what Section 2.12.1 says, the federal laws called the *Migratory Birds Convention Act* and the *Canada Wildlife Act* will apply to the Inuit Owned Lands within any new Conservation Area set up in any of the areas listed in the Schedule.

9.3.5 This Section says the Land Use Planning Provisions-Article 11 and Development Impact provisions. Article 12 have to be followed in all Conservation Areas. Article 11 does not have to be followed for National Historic Parks after they are set up and National Historic Sites operated by Canadian Parks Service.

9.3.6 This Section says the Water Management provisions-Article 13 and Inuit Water Rights provisions. Article 20 apply to Conservation Areas.

9.3.7 This Section says that like the Parks provisions. Article 8, there is a requirement to have Inuit involved in the management of the Conservation Area. Inuit and Government will set up a joint planning and management committee. A management plan for the Conservation Areas will be developed and operate in the same way described in Sections 8.4.11 and 8.4.12. If there is no IIBA for the Conservation Area, the Committee will set up the planning and management Committee when requested by the DIO or Government.

9.3.8 This Section says that as long as Section 9.5.2 is followed, the rules in Sections 8.4.13 and 8.4.14 will apply to Conservation Areas.

Part 4: Inuit Impact and Benefit Agreements and Other Economic Benefits

9.4.1 This Section says Sections 8.4.2 to 8.4.10 apply to Conservation Areas. If there is an emergency and a critical wildlife area has to be set up, an IIBA can be negotiated immediately after it is set up and not before.

9.4.2 This Section says there are some exceptions to the rules set out in Sections 8.4.2 to 8.4.4 when it comes to Conservation Areas. They are:

a) no HBA is needed where the Conservation Area does not harm Inuit interests or deliver any benefits to Inuit;

b) for the Conservation Areas that exist when the Agreement is ratified, the IIBAs have to be negotiated within 5 years of the day the Final Agreement is ratified;

c) if a Conservation Area is set up for one reason and then changed to a different type of Conservation Area for another reason, an IIBA has to be negotiated if the change harms Inuit interests or could deliver benefits to Inuit;

9.4.3 This Section savs like in the Parks provisions (Sections 8.4.16 and 8.4.18); the Government is required to translate all of its written information on Conservation Areas in Nunavut. Any public information in the Conservation Areas has to be made available in Inuktitut if it is available in English and French. The areas also will beset up and running in a way that includes Inuit and Inuit history.

Part 5: TheIon Game Sanctuary

9.5.1. This Section says two years after the Agreement

ratified, the boundary of the Thelon Game Sanctuary will be changed so that the Inuit Owned Land in the Sanctuary falls outside of the Sanctuary. This will *not* happen if the NWMB decides that the Inuit Owned Land must be in the Sanctuary for conservation reasons that affect the whole Sanctuary.

9.5.2 This Section says a management plan to conserve and manage the Sanctuary is going to be prepared within 5 years of the ratification of the Agreement. The territorial government will co-ordinate this process and it will be done like the process in Sections 8.4.11 and 8.4.12. Since only apart of the Thelon Game Sanctuary is in Nunavut, this process will be tied to a similar process in the part of the Sanctuary outside of Nunavut. The communities and DIO will make recommendations about the plan, and the plan will follow these recommendations. The status of the Sanctuary and its boundaries cannot be changed until both the federal and territorial governments accept the plan. Once the plan is approved, any proposal to alter the boundary or change the status of the Sanctuary will be heard in a public hearing held by the Nunavut Wildlife Management Board and the body that has responsibility for management and protection of wildlife and its surroundings in the part o f the Sanctuary that is not in Nunavut. The decisions o f the NWMB have to follow the rule in Section 9.3.2.

Part 6: Application

9.6.1. This Section says i f these Sections on Conservation Areas are in conflict with the provisions on Wildlife-Article 5, then Article 5 rules over this Article.

9.6.2 This Section says where there are marine areas in Conservation Areas, this Section applies to the marine areas too.

9.6.3 This Section says, if they agree, Government and the DIO can negotiate Inuit participation in planning and management of Conservation Areas by region or by group if they are the same type of Area.

Schedule 9-1 (9.1.1)
Existing Conservation Areas

Part 1
Migratory Bird Sanctuaries that have been set up under the Migratory Birds Convention **Act:**

1. -8. (see the schedule in the Final Agreement)

Part 2
National Wildlife Areas set up under the Canada Wildlife Act:

1. Polar Bear Pass National Wildlife Area

Part 3
Territorial Game Sanctuary set up under the territorial Wildlife Act

1. Bowman Bay Game Sanctuary

Part 4
Canadian Heritage Rivers set up by the Ministers of DIAND, Environment and Minister of Economic Development and Tourism of the GNWT

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

Schedule 9-2 (9.3.3) (see the schedule in the Final Agreement)

Schedule 9-3 (9.3.4) (see the schedule in the Final Agreement)

Article 10: Land and Resource Management Institutions

Explanation: This Article explains the rules that have to befollowed to set up the management boards and commission of the Final Agreement. In this Article in the Final Agrement, these boards and commissions are called "institutions". These institutions are set up through special laws and funded by government so they are called "institutions of public government". Since the Final Agreement will be ratified by Government with a law passed by Parliament and, because the NWMB has to be set up on the day the Agreement is ratified, this will also used to set up the NWMB. The other institutions do not have to be set up right away so they will be set up in other laws. The Final Agreement and the ratification law will also be used to set up the other institutions if the other laws are not in effect by the deadline identified in this Article. This Article also explains the rules that have to be followed by Government when it sets up these institutions in other laws and what happens if Government misses the deadline.

Part 1: Timetable

10.1.1 This Section says the Government of Canada has the responsibility to make sure the institutions are set up in a way that follows the Final Agreement and within the time limit set out below:

a) the Surface Rights Tribunal has to be set up within six months from the day the Final Agreement is ratified; and

b) the other institutions of public government listed below:

i) the Nunavut Impact Review Board (NIRB),

ii) the Nunavut Planning Commission (NPC), and

iii) the Nunavut Water Board

have to be set up within two years from the day the Final Agreement is ratified.

10.1.2 This Section says that while the Federal Government has the responsibility in the Final Agreement to make sure these institutions are set up, the Territorial Government will be allowed to pass a law to set up an institution where the Territorial Government has been given the responsibility by the Federal Government.

Part 2: Manner of Implementation

10.2.1 This Section says that all the powers, duties and objectives that the institution has been given in the Final Agreement will be put in the law that sets up the institution. The less important things about the institutions can be put into regulations. In the regulations, the government has to follow the rules in Section 10.6.1 and 10.7.1 and cannot go beyond these rules.

Part 3: Additional Duties

10.3.1 This Section says the laws that are used to set Up the institutions can give the institutions more power and duties than the powers and duties set out in Articles 11,12,13, and 21.

Part 4: Co-ordination with Adjacent Institutions

10.4.1 This Section says the laws or regulations that are used to setup these institutions can provide for an opportunity for the institutions to work with similar institutions in the areas bordering Nunavut.

Part 5: Disclosure of Information

10.5.1 This Section says that because these institutions are institutions of public government, when they are receiving or releasing information they have to follow the laws that deal with confidentiality of government documents and public access to government documents. Through the laws, the Government can use its judgement about what documents it will release or make available and to whom. When it makes these kinds of decisions, Government has to consider the goals of the Final Agreement.

Part 6: Consolidation and Reallocation

10.6.1 This Section says that despite what the Final Agreement might say elsewhere, either the Parliament of Canada or Legislative Assembly, depending who has the authority, can combine or re-arrange the functions of the institutions, combine the public hearings the institutions have, but they *cannot* lessen or limit the powers and duties these institutions have or increase Government's power in relation to these institutions. In more detail, the laws used to set up the institutions *canner*

a) combine the following functions:

i) planning policy functions,

ii) land use planning functions,

iii) screening functions,

iv) development impact review functions, and

v) water use approval functions, except this function can be-combined with iv) only,

b) change the requirement in the Final Agreement that says a project proposal has to follow the Land Use Plan or be excused by the Plan officials before any decision is made by NIRB or the other development impact review agencies to screen the project proposal;

c) change the requirement in the Final Agreement that says a project proposal has to be screened, or screened and reviewed before any decision is made to grant a licence or approve the project;

d) reduce the level of monitoring of the project proposal or project in the Final Agreement;

e) limit the ability of the institutions to get information and use the powers they have in the Final Agreement to make people come to hearings or have documents available to them at the hearings. (Explanation: in law, these powers are called "subpoena powers");

f) reduce the level of public participation or limit the ability of the public to participate in any hearings that the institutions hold;

g) change in any way, the right of a person to speak before one of the institutions in Inuktitut or change the responsibility the institutions have to do their business in Inuktitut; and

h) change the membership percentages of the institutions (example: this means that the law cannot say that 10 percent of the Board members on the NIRB will be Inuit, when the Final Agreement says 50 percent- the law has to say 50 percent also).

10.6.2 This Section says if the Parliament or Legislative Assembly decides to combine or re-arrange any of the powers of the institutions as described in Section 10.6.1, then it cannot be done until three years have passed since the institution was set up. If Parliament or the Legislative Assembly wants to do this before the three years are up, it would need the DIO's approval.

Part 7: Varying Certain Administrative Matters

10.7.1 This Section says that despite what the Final Agreement might say elsewhere, either the Parliament of Canada or the Legislative Assembly, depending who has the authority, can vary the provisions in the Final Agreement that deal with the following:

a) the total number of members on institutions, as long as the membership percentage stays the same as in the Final Agreement and as long as the DIO is able to respect the requirement for regional representation- (for example: on the NIRB there are nine members 4-DIO 4-government and 1 agreed to by both government and DIO so the membership percentage is 50% Inuit 50% Government, the total number could not be changed by 1, since that would not be 50% / 50% or it has to make sure the 3 regions area always represented);

b) how long a person sits as a member of one of the institutions;

c) the information provided to the institution as long as it follows the rule in Section 10.6.1.(e);

d) the powers the institution has with respect to its staff and experts; and

e) with respect to NIRB in Article 12:

i) extending or shortening the deadlines for actions in Article 12 if it has NIRB's approval,

ii) the minimum number of members that have to attend meetings (this is called the "quorum");

iii) matters relating to the public hearings (Section 12.5.3) and by-laws of NIRB, as long as it follows the rules in 10.6.1(e),(f) and (g); and

iv) the list of matters that NIRB will take into consideration when it reviews a project proposal, as long as this does not restrict NIRB's ability to take into consideration matters related to the project proposal.

10.7.2 This Section says, despite what the Final Agreement might say elsewhere, either the Cabinet (Federal Government) or Executive (Territorial Government) can vary the provisions in the Final Agreement that deal with the matters identified in Section 10.7.1 by regulations instead of a law.

10.7.3 This Section says if the Parliament or Legislative Assembly decides to vary the matters described in Sections 10.7.1 and 10.7.2, then this cannot be done until one year has passed since the institution was set up. To do this before the one year is up, Parliament or the Legislative Assembly would need the DIO's approval.

Part 8: Consultation

10.8.1 This Section says Government has to consult closely with the DIO and the institution before it does anything under Sections 10.6.1, 10.7.1 or 10.7.2. If the DIO or the institution want to discuss this with the Minister, the Minister will meet with them.

Part 9: Intervener Funding

10.9.1 This Section says that the ability Inuit have tobenefit from any intervener funding programs is not affected by the Final Agreement. (Explanation: - an "intervenor" is a person, group, or organization, that may be affected by the outcome of the hearing, but is not a party in a hearing. However, since the person, group, or organization has an interest in the matter, they will be allowed to participate in the hearing under the terms and conditions set by the institution.)

Part 10: Delay in Legislation

10.10.1 This Section says if the law to set up an institution is not in effect one year after the deadline set out in Section 10.1.1, then

a) the Minister will appoint the members of the Surface Rights Tribunal; and

b) the provisions in the Final Agreement dealing with

appointing the members of the NIRB, NPC, and NWB will be in effect, and once the members are appointed, the members legally have all of the powers and responsibilities they are given in the Final Agreement.

10.10.2 This Section says if an institution is setup under Section 10.10.1, then the Government can pass a regulation to deal with matters that help the institution to operate, but it cannot pass a regulation that would not be compatible with the powers and duties of the institution.

10.10.3 This Section says that if Government ever wants to pass a law setting up an institution that was set up under Section 10.10.1, it can do this as long as it follows the rules in this Article.

Article 11: Land Use Planning

Part 1: Application

11.1.1 This Section says that until the Nunavut Planning Commission (NPC) is set up, land use planning in Nunavut will be done following the rules in the document called the *Basis of an Agreement for Land Use Planning in the NWT.* If this document, that is dated July 28, 1983, is changed, the TFN and the Government have to agree to the changes.

11.1.2 This Section says that for this Article *only,* the words "land" and "land use" include not just lands but water and resources, including wildlife.

11.1.3 This Section says the land use plans that are approved following the rule in Section 11.5.9 will be put into effect by the government departments that have this responsibility.

11.1.4 This Section says that the rules in this Article apply to both land and marine areas in Nunavut and the Outer Land Fast Ice Zone.

Part 2: Planning Principles, Policies, Priorities, and Objectives

11.2.1 This Section lists the principles that have to be followed when planning policies, priorities and objectives are being developed. They are:

a) people are part of the environment and their social, cultural, and economic activities should be a major part of land use planning and operation;

b) the main reason for land use planning in Nunavut is to promote and protect the well being of the people who live in the Nunavut communities now and in the future, but in doing this they will also consider the interests of all Canadians with special attention given to the well being of Inuit and Inuit Owned Lands now and in the future;

c) the planning process will work in a way to make sure that the land use plans reflect the priorities and values of the people living in the planning region;

d) the public part of the planning process will work in a way to make sure that Inuit and others living in the region have the opportunity to really participate, get involved, and support the land use plan that affects them, if they want to; to help this process along documents and other materials will be easily available, schedules will be set that are realistic and appropriate, local residents will be hired and trained to participate in the land use planning activities;

e) plans will make sure that conservation, development and use of lands is provided for;

f) the planning process will be designed to fit with other planning processes and operations that are going on, such as the impact review process described in Article 12; and

g) in order to have an effective land use planning process Inuit and Government both must participate.

11.2.2 This Section explains what the goal of the planning process is. It says the goal is:

a) to develop planning policies, priorities, and objectives keeping in mind the conservation, development, management and use of the land in Nunavut;

b) following what it says in (a), to prepare land use plans that guide and oversee the use and development of resources in Nunavut; and

c) to implement the land use plans.

11.2.3 This outlines the factors that have to considered when planning policies, priorities and objectives are being developed:

a) economic opportunities and needs;

b) community needs including housing, health, education, and other social services, and transportation and communication services including passageways used for transportation or communication;

c) culture;

d) environmental protection and management needs such as protecting, saving and managing wildlife; and

e) energy needs, where can you get it and how available is it.

Part 3: Land Use Plans

11.3.1 This Section says that the land use plan will be a document that includes a written Section, schedules, numbers, and maps that will guide short-term and long-term development. The plan will have to consider the factors listed below:

a) population distribution;

b) the natural resources and how they have been used;

c) economic opportunities and needs;

d) transportation and communication services and passageways used for transportation or communication (for example- telephone lines or roads);

e) energy needs, where can you get it and how available is it;

f) community needs including housing, health, education, and other social services;

g) environmental concerns including Parks, Conservation Areas and locations where wildlife are found;

h) cultural factors and priorities, including the

protection and preservation of archaeological sites and outpost camps; and

i) special local and regional considerations.

11.3.2 This Section says the purpose of a land use plan is to protect and promote the well being of the communities of Nunavut and the people living in them. The plans will also consider the interests of all Canadians and protect and fix up, where it is necessary, the Nunavut environment.

11.3.3 This Section says a land use plan will also explain how the plan should be put into effect.

Part 4: Nunavut Planning Commission (NPC)

Establishment

11.4.1 This Section says the NPC will be set up and its main responsibilities will be:

a) to set general planning policies, objectives and goals for Nunavut with Government;

b) to develop land use plans that explain how resources can be used and developed in Nunavut following the rules in Article 11; and

c) to do the work it will have to do in the way described in the Final Agreement and any other work that the Government and DIO agree to give it.

11.4.2 This Section says the main office of the NPC will be in Nunavut.

11.4.3 This Section says the Government is responsible for paying for the costs of the NPC. Each year the NPC will prepare a budget that has to be reviewed and approved by Government.

Role and Responsibility of the NPC

11.4.4 This Section says that the NPC will do the following:

a) identify where the planning regions are;

b) identify specific planning goals and factors that apply to planning regions that follow the more general planning goals;

c) participate in the development and review of the Arctic marine policy;

d) make its information available;

e) ask the municipalities, people living in region, and others about the planning goals and choices for the region;

f) prepare and pass around the draft land use plans;

g) encourage public participation in and knowledge about the planning process, hold meetings and encourage community discussions on planning issues;

h) recommend plans to Ministers for approval;

i) consider changes, if an y, proposed by the Minister, if draft land use plans are rejected by the Minister;

j) consider making changes to a land use plan following the rules in Part 6 of this Article;

k) decide whether or not a project proposal fits with the land use plan;

l) keep a watch on projects to make sure they continue to follow the land use plan; and

m) report each year to the Ministers and the DIO on how the land use plans are being put into effect.

Composition and Appointment

11.4.5 This Section explains how people will be made members of the NPC. The Minister of DIAND will appoint the people nominated or recommended by the DIO and Government. The size of the NPC can change but whatever its size the DIO will nominate the same number of people as Government. Of the people recommended by Government, at least one person has to be recommended by the Territorial Government and another person recommended by the Federal Government.

11.4.6 This Section says people who work as public service employees in the Federal and Territorial governments as public service employees cannot be members of the NPC.

11.4.7 This Section says at least half of the members of the NPC have to be people who live in Nunavut.

11.4.8 This Section says the DIO can substitute the people it nominated if it is necessary to ensure the region that the NPC is preparing a plan for is represented on the NPC. The person who is put onto the NPC in place of another person has to be appointed by the Minister according to the rule in Section 11.4.5.

11.4.9 This Section limits the time which a person can be a member on the NPC to three years, unless they are removed under Section 11.4.11.

11.4.10 This Section says the members on the NPC will nominate a person to be made chairperson of the NPC. The Minister of DIAND will consult with the Territorial Government Minister of Renewable Resources about the nominations. The Minister will then appoint one of the people nominated by the NPC. A person who is a member of the NPC can be made the chairperson. If this happens, then another person has to be appointed to the NPC as a member following the procedure in Section 11.4.5.

11.4.11 This Section says that a member or the chairperson can be removed for cause. This is a legal expression which means that a member or the chairperson can be removed if the reason the person is being removed is a reason that the law and courts have recognized as good reason.

11.4.12 This Section says that if a member dies, leaves or removed 'rem 'he '[Pc]' 'hen [a] "replacement" member will be nominated or recommended and appointed by the Minister. The Minister has to follow the rules in Section 11.4.5 and, if the person who left is the chairperson, the rules in Section 11.4.10 must be followed.

11.4.13 This Section says that a person who was a member of the NPC can be appointed again to the NPC.

Matters Binding on the NPC

11.4.14 This Section says that the rules listed below have to be followed by the members and the chairperson when doing their work for the NPC:

a) first before they start their work for the NPC, they have to take an oath that is written out in the Final Agreement in Schedule 5-4 (See Section 5.2.6 for the explanation of what the oath means and why they have to take it)

b) they have to follow the rules about conflict of interest that are found in federal and territorial laws (See Section 5.2.7 for the explanation of what conflict of interest means)

c) they have to follow the Final Agreement.

11.4.15 This Section says the NPC will do business in Inuktitut, if it is requested by a member of the NPC, and in English and French as government policy or the law require.

By-laws and Powers

11.4.16 This Section says the NPC can make by-laws and rules dealing with the following:

a) calling meetings and other gatherings of the NPC;

b) how to conduct meetings of the NPC and to set up a technical panel of the NPC;

c) how submissions, presentations, and complaints are to be made to the NPC;

d) how to collect information and options, how to conduct formal and informal public hearings;

e) how to conduct the business of the NPC; and

f) what types of evidence will the NPC receive when conducting hearings.

11.4.17 This Section says that when the NPC holds a hearing it must:

a) give a lot of consideration to the tradition of Inuit oral communication and Inuit decision making; and

b) allow the DIO to participate in all hearings.

11.4.18 This Section says that the NPC can hire experts or people with special knowledge to help the NPC, as long as it has money in its budget.

Part 5: Development and Review of Land Use Plans

11.5.1 This Section says that following the rule in Section 11.5.4, the NPC will put together a Nunavut Land Use Plan to guide short-term and long-term development in Nunavut. The regional and community parts of the Nunavut Land Use Plan will be put into effect after they are approved following the rule in Section 11.5.9.

11.5.2 This Section says after the NPC has consulted with the people, groups and organizations it identifies, the first part of putting together a land use plan is to prepare a draft land use plan. A "draft plan" is a land use plan that is suggested or proposed but not officially approved.

11.5.3 This Section says a draft land use plan will be prepared following the rules in Section 11.5.4 and when it is finished the NPC will make the draft plan available to the public and ask for written comments from the federal and territorial agencies, DIOs, communities and the public.

11.5.4 This Section sets out the steps the NPC has to follow with the draft plan:

a) it will hold public hearings on the draft plan;

b) it will review the plans after it hears the comments made at the public hearings; and

c) it will make any changes it thinks it should based on the comments made by the public.

11.5.5 This Section says once the NPC has done everything in Section 11.5.4, it will give the draft plan, with any changes, to the Minister of DIAND and the Territorial Government Minister of renewable resources. The NPC will also give the Ministers a report on the hearings. The draft plan with the changes will again be made available to the public.

11.5.6 This Section says as soon as they can after they have received the plan and report, the Ministers, together will:

a) accept the draft plan; or

b) send it back to the NPC to consider the changes the Ministers suggest be made-the Ministers' reasons will be written and also made public.

11.5.7 This Section says the NPC will look at the Ministers' reasons. It will send the Ministers the plan with any of the changes suggested by the Ministers and accepted by the NPC. The Ministers will have to give their final approval.

11.5.8 This Section says that once the Ministers have approved the plan, the Minister of DIAND will ask for Cabinet's approval and support. The territorial Minister will ask for the Executive Council's approval and support of the Plan.

11.5.9 This Section says that after the Cabinet and Executive Council approve the draft plan it becomes official and can be implemented. The federal and territorial agencies have to abide by this plan when they are doing their work.

11.5.10 This Section says the NPC will review all the

applications for project proposals or a physical activity that a person or body plans to undertake within Nunavut or as it is described in Section 12.11.1; "project proposal" is defined in Article 1 as a physical work that a person or body plans to build, operate, change, shut down or carry out such as a mine or airport; "physical activity" includes bringing a ship through the Northwest Passage. After the NPC receives and reviews this application, the NPC or its staff will:

a) decide whether or not the project proposal fits with the plan; and

b) send the project proposal and its decision made in (a) with any recommendations to the federal and territorial agencies responsible for this area.

The land use plan can allow the NPC to approve "minor variances".

(Explanation: A variance is official permission of the NPC that a land use as fits within the plan, even though, it would not ordinarily be accepted because it does not strictly conform to the plan. The term "minor" means only land uses that vary only to a small degree from the plan will be given a variance by the NPC.)

11.5.11 This Section says if the NPC decides an application doesn't tit with the plan, the developer can ask the Minister to exempt this project proposal. Exemption means that the Minister would say this project proposal only does not have to fit with the plan. If the Minister does exempt a project proposal, then the project proposal will be sent to NIRB for a screening as described in Sections 12.3.2 and 12.3.3. Only projects that fit with the plan, have been exempt or have received a minor variance can be sent to NIRB.

11.5.12 This Section says if the Minister does exempt a project proposal, written reasons from the Minister explaining why the exemption of the project was allowed will be available to anyone that wants them.

11.5.13 This Section says that the Sections dealing with project proposals - Sections 11.5.10 to 11.5.12 only apply if there is an approved land use plan in place.

Part 6: Amendment and Periodic Review of Land Use Plans

11.6.1 This Section says the Government, a DIO, or any person affected by a land use plan can ask the NPC to make changes to the plan.

11.6.2 This Section says the NPC will consider a change that is proposed to it and, if it thinks it is necessary, the NPC will hold a public review to discuss the change.

11.6.3 This Section says that after the public review, the NPC will suggest to the Ministers that:

a) all or part of the change is not acceptable;

or

b) all or part of the change is acceptable.

11.6.4 This Section says if the Ministers do not accept the NPC's suggestions about the changes, then the process in Sections 11.5.6 and 11.5.7 have to be followed.

11.6.5 This Section says any changes made to a land use plan will come into effect only after they are approved by the Ministers.

Part 7: Municipalities

11.7.1 This Section explains that Sections 11.7.2 to 11.7.5 set out the rules to be followed when land use planning is being done for the municipalities and how the municipalities are to be involved.

11.7.2 This Section says the principles of land use planning that are found in Section 11.2.1 will apply when municipal land use plans are being developed. The municipalities have the responsibility to develop land use plans for the municipality.

11.7.3 This Section says the NPC will give very serious consideration to the views and wishes of the municipalities in the areas where the NPC is doing regional land use planning.

11.7.4 This Section says the NPC and municipal planning people will work together to make sure the municipal land use plans go together.

Part 8: Interpretation

11.8.1 This Section says when land use plans are being developed and put into effect, they cannot go against the rules in Articles 5 and 7.

11.8.2 This Section says the land use planning process applies on all lands, including Inuit Owned Lands. The land use plans will recognize the goals and objectives Inuit have for the lands they own.

Part 9: Waste Clean-Up

11.9.1 This Section says the NPC will identify the need to clean-up waste sites in Nunavut as a priority, starting first with the waste sites in the Kitikmeot region. The NPC will try to co-ordinate its work on waste clean-up with the development of land use plans.

Article 12: Development Impact

Part I Definitions

Explanation: This Article deals with what happens if developers propose a project to be built or carried out anywhere in Nunavut. This Article explains how project proposals will be screened and reviewed. It sets up a development impact review board (NIRB) to do the screening and review of the project proposals and advise the Minister as to whether or not they should be allowed to start up. It also explains how other project proposals, not reviewed by NIRB, are to be reviewed.

12.1.1 In this Article the following words are used a lot and have the following meanings:

"certificate" means the certificate that the NIRB gives to developers according to the rule in Sections 12.5.12 and 12.6.17;

"ecosystemic" means relating to the nature and all those things in nature;

"Minister", unless it says differently, means the federal or territorial Minister having the responsibility for authorizing a project to go ahead; however, the Federal Government and Territorial Government may, within their authority, identify a single Minister to be responsible for NIRB and to perform all functions assigned to "the Minister";

"normal community resupply" means marine transportation whose primary purpose is to deliver food, household goods, construction materials for housing and other community-oriented facilities, and related goods and materials to communities in Nunavut; and

"proponent", in respect of a project proposal, means the person, body or Government authority that proposes the project, but in this plain language version we are using the word "developer" instead of "proponent" because people are more familiar with "developer".

Part 2: Nunavut Impact Review Board (NIRB)

Establishment

12.2.1 This Section says a Nunavut Impact Review Board (NIRB) will be set up as an institution of public government as described in Article 10.

Function

12.2.2 This Section describes, in short form, what the main work of the NIRB will be:

a) to look at a project proposal and decide if an impact review is necessary;

b) to decide on a regional basis, what the impact of the project might be; the Minister will use this information when making decisions on the regional interests:

c) to review what effects the project could have on the environment, the communities, people and their lives;

d) after the impact review is done, decide whether or not the project should be allowed to go ahead and if so, any terms and conditions that should be attached to the project; the NIRB will make a report to the Minister on its decision (any decision on the *socio-economic impacts* will be recommendations only); and

e) to watch over the projects as described in Part 7.

12.2.3 This Section says that NIRB's powers will not include setting up requirements of developers for providing benefits from the project.

12.2.4 This Section says that NIRB will carry out such other jobs that are identified or suggested in the Final Agreement. Any additional work has to either be agreed to by the DIO and Federal Government or Territorial Government or the work has to be included in a law about NIRB.

Primary Objectives

12.2.5 This Section says that the goal of NIRB will always be to protect and promote the existing and future well-being of the people and communities in Nunavut and to protect the environment of Nunavut. NIRB will consider the well-being of residents of Canada outside the Nunavut Settlement Area.

Membership and Mode of Appointment

12.2.6 This Section says that NIRB will be made up of nine members and one of the nine will be the chairperson. The Section also explains how members will be appointed:

a) the DIO will nominate 4 people who will be appointed by the Minister of DIAND;

b) two people will be appointed by one or more Ministers of the Federal Government;

c) two people will be appointed by one or more Ministers of the Territorial Government; at least one of the two will be appointed by the Minister responsible for Renewable Resources;

d) a chairperson will be nominated by the people appointed under (a) to (c), the chairperson will be appointed by the Minister of DIAND after the Minister consults with the Territorial Government;

e) a person nominated for chairperson who lives in Nunavut and is qualified will be chosen over other people nominated for chairperson but living outside of Nunavut.

12.2.7 This Section says that 4 members of the NIRB, DIO nominee appointments, one federal and one territorial nominee, will be members for 3 years, the other two DIO

nominees and two Government (1 federal, 1 territorial) nominees will be members for 4 years. After this, all members will hold their positions on the NIRB for 4 years. If a person is appointed to replace a member, that person will only be able to hold that position until the member's term is over.

12.2.8 This Section says the chairperson will hold this position for three years.

12.2.9 This Section says members of NIRB, including the chairperson, can be removed from office at any time for cause. (Explanation: In law "cause" means for a reason that the court recognizes as a good reason.)

12.2.10 This Section says that if a member dies, leaves or is removed from the NIRB, then a "replacement" member may be nominated or recommended and appointed by the Minister following the rules in 11.4.5. If the person who left or is removed is the chairperson, the Minister will follow the rules in Section 11.4.10.

12.2.11 This Section says a person who was a member of NIRB can be appointed again to NIRB.

12.2.12 This Section says that the rules below have to be followed by the members and the chairperson when doing their work for the NIRB:

a) first before they start their work for the NIRB, they have to take the oath that is written out in the Final Agreement in Schedule 5-4 (explanation: see the explanation about oaths in Section 5.2.6);

b) they have to follow the rules about conflict of interest that are found in federal and territorial laws (explanation: see the explanation about this in Section 5.2.7); and

c) they have to follow the Final Agreement.

12.2.13 This Section says more people can be appointed to the NIRB in the same way and with the same percentage (50/50) as in Section 12.2.6 in (a), (b),and (c). People can be appointed for a specific purpose but cannot be on the NIRB for more than 3 years.

12.2.14 This Section says the law being used to setup the NIRB, as described in Section 10.1.1, can also give NIRB the power to create panels made up of NIRB members. Each panel has to have two or more NIRB members as there has to be an equal percentage of NIRB members nomined by Government and the DIO. (For example, you could not have a panel with 3 members because that would mean there would not be an equal number of Government and DIO nominees, you have to have 2, 4, 6 or 8 on a panel.) This law can also give NIRB the power to give its panels the right to hold hearings just like the NIRB and any other powers NIRB has.

Head **Office,** Meetings

12.2.15 This Section says the main office of the NIRB will be in Nunavut.

12.2.16 This Section says NIRB will hold its meetings Nunavut, as much as it can.

12.2.17 This Section says that the NIRB will do busine in Inuktitut, when asked to by a member of NIRB, and English or French as the Government policy or law requir

12.2.18 This Section says the Chairperson will call meeting of NIRB within 21 days of receiving a written requ to hold a meeting from 5 or more members of the NIRB. T] written request will also explain why they want the meetin

Quorum, Voting

12.2.19 This Section says all decisions of NIRB will t decided by a majority of the votes cast by the members.

12.2.20 This Sections says each member will have on vote on any matter requiring a decision of NIRB only if ther is a tie vote. The chairperson will have to vote.

12.2.21 This Section says in order for the NIRB to hoi, any meeting, at least 5 members have to be present. This i called a quorum. This is called a quorum. (Explanation "quorum" means a minimum number of members who hav to be at the meeting.)

12.2.22 This Section says nine members do not alway have to be on NIRB if there is a vacancy. If there is a vacanc on the NIRB, the rest of the members can continue to do thei work.

By-laws and Procedures

12.2.23 This Section describes the type of things NIRB will have in its by-laws and how it will operate. They are

a) calling meetings and other gatherings of the NIRB;

b) how to conduct meetings of NIRB; including whether people have to be present at the meeting or can participate by telephone;

c) setting up special committees of NIRB members to deal with specific issues, also setting the quorums (minimum number of members who have to attend meetings) for the meetings of these committees;

d) rules about the day to day operations of NIRB and the duties of the staff of NIRB;

e) the way in which a complaint or presentation is made to NIRB;

f) what guidelines are needed for collecting information and opinions;

g) the rules to be used at public hearings and rules about what types of evidence the NIRB will receive when holding hearings;

h) setting up guidelines for developers to follow when they are preparing impact statements (Explanation: impact statements are documents prepared by the developer about the project that is being proposed

and the impacts it will have on the environment, community and people; and

i) how to conduct the business of NIRB.

Public Hearing

12.2.24 This Section says that when NIRB makes its by-laws and rules of procedure for the conduct of public hearings, it will do the following:

a) The hearings will be informal. They can't be so informal that the NIRB doesn't follow the rules about the principles of natural justice and procedural fairness. (Explanation: The principles of natural justice and procedural fairness are rules about how the NIRB must conduct the hearings to make sure people affected by its decision are treated fairly in the hearing, such as, being told in advance that there will be a hearing, being given a chance to speak at the hearing and participate in other ways at the hearing.) To allow for flexibility and informal hearings NIRB will:

(i) allow evidence that would normally not be allowed in a court to be given, and

(ii) give fair consideration to the fact that Inuit traditionally communicate by talking not writing and have their own traditional way of making decisions; and

b) the rules will provide for the DIO to appear or be represented at all hearings as an intervener.

12.2.25 NIRB will have the power to have witnesses appear and documents and things made available at the hearings. This power is called "subpoena" power (Explanation: see Section 10.6.1 (e) for the explanation of 'subpoena'.)

12.2.26 This Section says that NIRB will hold its public hearings in Inuktitut, if asked to do so by a member of NIRB or an intervener, and in English and French as the law or policies require.

12.2.27 This Section says that NIRB will do all that it can to inform people about issues. It will encourage the public to participate in the hearings. In order to inform people and encourage them to participate, NIRB will try to schedule its hearings at times when people are available and locate its hearings where people can get to the meeting.

12.2.28 This Section says NIRB will have a staff, including experts and technical advisors. NIRB can arrange with Government to have Government employees working with NIRB on a temporary basis, if NIRB thinks it is appropriate.

12.2.29 This Section says all the staff of NIRB, including Government employees working for NIRB, will report to and be under the control of NIRB.

12.2.30 This Section says the rules about conflict of interest for Government employees have to be followed by the staff of NIRB.

Costs of NIRB

12.2.31 This Section says the Government is responsible for paying the costs of NIRB. Each year NIRB will prepare a budget that has to be reviewed and approved by Government.

Part 3: Relationship to the Land Use Planning Provisions

12.3.1 This Section says that a project proposal approved by the NPC under Section 11.5.10 will be sent to NIRB along with the NPC'S recommendations. This rule is subject to what other rules are in Sections 12.3.2, 12.3.3, and 12.4.3. NIRB will be responsible for screening the project proposals it receives from the NPC.

12.3.2 This Section says the NPC will not send project proposals that are listed in Schedule 12-1 to the NIRB because these projects do not have to be screened by NIRB.

12.3.3 This Section says, despite the rule in Section 12.3.2, the NPC can send a project proposal that is listed in Schedule 12-1 to NIRB for screening when it thinks the project proposal, together with other developments in the same region, will have a harmful impact.

12.3.4 This Section says the NIRB will not screen a project proposal that the NPC decides does not conform to the land use plan. It will screen a proposal that the developer has received an exemption under Section 11.5.11 or a variance has been approved under Section 11.5.10. (Explanation: when a proposal doesn't fit within the plan, the developer will try to get the Minister to exempt it - explained in Section 11.5.11 or will try to get a variance - explained in Section 1 1.5.10.)

12.3.5 This Section says where there is a land use plan in place, the rules in Sections 12.3.1 to 12.3.4 have to be followed. If the land use plan is not finished, all project proposals that are *not* listed in Schedule 12-1 will go directly to NIRB to be screened.

Part 4: Screening of Project Proposals

12.4.1 This Section says when NIRB receives a project proposal it will screen the proposal to decide whether this proposal will have a significant impact. If it does have a significant impact, NIRB will decide whether it needs a review under Part 5 or 6 of this Article.

12.4.2 This Section describes the principles that have to be followed when NIRB is screening a project:

a) NIRB usually will decide a review of the project proposal is necessary:

i) if the project might have harmful effects on the environment, wildlife or Inuit harvesting;

ii) if the project might have significant harmful social and economic effects on northerners;

iii) if the project will cause a lot of public concern; or

iv) if the project is going to use new technology that has not been used before and the effects of its use are unknown; and

b) NIRB usually will decide a review of the project proposal is *not* necessary if NIRB decides the project will probably not create a lot of public concern and:

i) the harmful social and economic effects of the project are not likely to be major; or

ii) the project is one that the impacts of the project are well known and there are measures that can be taken to lessen their harm using known methods; and

c) when NIRB is deciding whether or not to have a review, it will pay more attention to Section 12.4.2(a) then 12.4.2(b).

12.4.3 This Section says NIRB will not screen a part of project proposal that has already been allowed to go ahead unless this part of the project is

a) new and was not included in the project proposal reviewed and approved by NIRB; or

b) going to change the approved project a lot.

12.4.4 This Section explains what happens when NIRB receives a project proposal. It will screen it and tell the Minister that:

a) the proposal can go ahead without a review under part 5 or 6; NIRB can recommend certain terms and conditions that support the principles described in Section 12.2.5 be added to any approval,

b) the proposal needs to be reviewed under Part 5 or 6; NIRB will recommend specific issues and concerns that should be looked at in the review;

c) the proposal cannot be properly screened by NIRB because information is missing or it is unclear and should be returned to the developer so that it can be redone; or

d) the possible harmful impacts of the project are so unacceptable, the project should be changed or forgotten.

12.4.5 This Section says that the NIRB will do what it has to under Section 12.4.4:

a) within a time period that gives any other body the time it needs to give a licence, if a licence is required;

b) within a period of time that is greater than 45 days, as long as the Minister agrees; or

c) within in 45 days, in any other situation.

12.4.6 This Section says that if NIRB notifies the Minister that a review is not necessary, the project proposal will be dealt with under the law that applies to this type of proposal unless the Minister decides to have the project reviewed.

12.4.7 This Section describes the ways in which a project proposal will be reviewed. It says when the NIRB notifies the Minister that it should be reviewed, the Minister will:

a) send the proposal to the Minister of Environment for a review by the "federal environmental assessment panel" of the social, economic, and environmental impacts of the project, where the law or policy insists;

b) send the proposal to NIRB to review the social, economic, and environmental impacts of the project; where the project proposal is not reviewed by the federal environmental assessment panel; or

c) tell the developer that the proposal should either be given up or changed and re-submitted to NIRB to screen under Section 12.4.4, where the project is not in the regional or national interest.

12.4.8 This Section says that if NIRB tells the Minister the project proposal is unclear and needs further explanation, the Minister will send the proposal back to the developer and ask the developer to explain the proposal and re-submit it to NIRB to screen under Sub-Section 12.4.4 (a), (b) or (d).

12.4.9 This Section says that the Minister will talk with NIRB about a project proposal when NIRB recommends that the proposal should be given up or changed. Then NIRB will:

a) send the proposal back to the developer and ask the developer to re-submit it to NIRB to screen under Section 12.4.4;

b) if it is in the national or regional interest to have the project reviewed, send the project proposal for review as described in Sub-Section 12.9.7(a) or (b); or

c) tell the developer to give up the project.

Part 5: Review of Project Proposals by NIRB

Explanation: This part deals with review of project proposals by NIRB. It gives details of how NIRB reviews the project; what it must consider; and the role the Minister plays in the decision of NIRB.

12.5.1 This Section says that when the Minister sends a project proposal to NIRB for review, as described in Sub-Section 12.4.7 (b), NIRB will have to deal with any specific issues and concerns the Minister identifies. NIRB does not have to deal with just the issues the Minister raises, it can also look at other issues within its review power.

12.5.2 This Section says that once NIRB receives the project proposal for review from the Minister, NIRB will,

with advice if it is necessary, give the guidelines for the developer. The developer will follow these when preparing the report on the impacts of the project ("impact statement"). If a project proposal given to NIRB for screening under Section 12.4.4 has the information already in it that is required for the impact statement, then NIRB can decide to use the original project proposal rather than having the developer prepare an impact statement. If an impact statement is necessary, the developer has to provide the following information in the impact statement

a) a description of the project and the reasons why this project is needed and what it is going to do;

b) an explanation of how the project will impact on the communities, people, economy and environment;

c) a description of the effects the environment will have on the project;

d) a description of what the developer proposes to do to avoid or lessen the harmful impacts of the project;

e) a description of what the developer proposes to do to maximize the benefits of the project in ways that reflect the views of the community and region;

f) a description of what the developer will do to compensate people who experience the harmful impacts of the project;

g) an explanation of the way in which the developer will keep watch on the social economic, and environmental impacts of the project;

h) a description of what interests the developer is trying to get or has to the lands and waters related to the project (for example: a land use permit if it is Government owned lands or a lease from a DIO if it is on Inuit Owned Lands);

i) an explanation of how the proposal will be put into effect and operate; and

j) any other matters that NIRB considers necessary.

Hearings

12.5.3 This Section says NIRB can do a review of a project proposal by mail, public hearing or any other way it thinks is appropriate in light of the type of project being proposed and the extent of the project's impacts.

Time Frames

12.5.4 This Section says the Minister can set time limits for NIRB to complete the reviews of project proposals.

Matters Taken into Account

12.5.5 This Section describes some of the things NIRB will take into consideration when it is reviewing any project proposal:

a) whether the project would promote and protect the well being of the people who live in the Nunavut communities now and in the future, but in doing this they will also consider the interests of all Canadians;

b) whether the project will greatly harm the environment in Nunavut;

c) whether the project supports the priorities and values of people in Nunavut;

d) what the developer proposes to do to avoid or lessen the harmful impacts of the project;

e) what the developer proposes to do, or should do, to compensate the people who are affected by the project in a harmful way;

0 before the project begins, having the developer provide a "performance bond" (explanation: this is a legal guarantee from the developer to pay a certain amount of money, in order to protect the public against any loss suffered if the developer refuses to do or finish what the developer said it would do in the project proposal - if it doesn't, the developer has to pay the amount in the performance bond).

g) what the developer says will be done or should be done to determine what the impacts of the project are in terms of the social, economic, and environmental impacts; and

h) the steps the developer will take, or should take, to put the land and its surroundings back in the state they were before the development project.

NIRB Report

12.5.6 This Section describes what will be included in NIRB's report on its review of the proposal which is sent to the Minister and developer. It will include

a) what NIRB thinks about the project and its impacts;

b) its decision as to whether or not the project proposal should go ahead based on what it decides in (a); and

c) if the project does go ahead, what terms and conditions should be included, making sure that the terms and conditions support the objectives described in Section 12.2.5.

12.5.7 This Section explains what a Minister can do, after she or he receives NIRB's report. It says the Minister can:

a) accept the report and NIRB's decision to either go ahead or give up the project; and if it goes ahead, the terms and conditions that have to be followed;

b) reject NIRB's decision to let the project go ahead, if NIRB's decision is not in the national or regional interest (NIRB will have to tell the developer what the Minister decided);

c) reject NIRB's decision to let a project go ahead on the grounds that

i) the terms and conditions NIRB has set are either more than is necessary or not sufficient enough to lessen the harmful social, economic and environmental impacts of the project to a level that is acceptable; or

ii) the terms and conditions set by NIRB are so excessive that they do not make the project workable if this project was recognized by the Minister to be in the national or regional interest to go ahead with;

and NIRB will reconsider these terms and conditions that are necessary to approve the project, in light of the Minister's written reasons.

d) reject NIRB's decision (to not allow the project to go ahead) on the grounds that it is in the national or regional interest to have the project go ahead, and send the project back to NIRB to reconsider and attach terms and conditions to the project; or

e) ask NIRB to do a further review or public hearing where the Minister thinks NIRB's report is lacking information on the social, economic or environmental issues and submit a new report on the additional review or hearings to the Minister to either accept or reject under the rules of this in (a), (b), (c) or (d).

12.5.8 This Section describes what NIRB has to do, if the Minister has decided a project proposal will go ahead under Sub-Section 12.5.7 (c) or (d). It says NIRB will:

a) make changes to the terms and conditions that it considers necessary if a project goes ahead in 30 days or within a time frame NIRB and Minister agrees to;

b) send the report with these changes back to the Minister; and

c) make its report with the changes available to the public.

12.5.9 This Section describes what the Minister will do after she or he gets a copy of NIRB's report with the changes to the terms and conditions. [t says the Minister will:

a) accept NIRB's terms and conditions; or

b) reject or change all or some of the terms and conditions according to the grounds described in Section 12.5.7 (c) (i) and (ii).

12.5.10 This Section says the Minister shall supply NIRB with written reasons for every decision the Minister makes.

12.5.11 This Section says the Minister can accept, reject or vary NIRB's decisions dealing with the social and economic impacts that are not connected with environmental impacts. The Minister can do this without having to rely on the grounds described in Sections 12.5.7 and 12.5.9 because these specific decisions are treated only as recommendations by the Minister. Any other decision of NIRB has to be dealt with by the Minister following the rules in Sections 12.5.7 and 12.5.9.

12.5.12 This Section says that once everything is done according to the rules in Sections 12.5.1 to 12.5.11, then if it is agreed the project can go ahead, NIRB will give the developer a document called a "project certificate". This certificate will include the terms and conditions that have to be followed.

Part 6: Review by Federal Environmental Assessment Panel

Explanation: This part deals with reviews not done by NIRB but by the Federal Environmental Assessment Panel. It also describes the role NIRB plays in these reviews.

Generally

12.6.1 This Section says where the Minister decides to send a project proposal to the Minister of Environment for review by a panel under Section 12.3.7(a), instead of NIRB, the federal environmental assessment panel will have to follow the rules in Part 6 and any other rules and principles in the EARP Guidelines Order.

Membership on Panels

12.6.2 This Section says if a project proposal is in Nunavut, the Minister of the Environment will follow the normal rules that apply to putting people on the panel. In this case, at least one quarter of the people on the panel will be people who were nominated by the DIO and at least another quarter of the people on the panel will be people nominated by the Territorial Government. The people nominated by the DIO and Territorial Government can be NIRB members.

12.6.3 This Section says if the project proposal falls in both Nunavut and an area used by another aboriginal group, then at least one quarter of the panel will be people nominated by the DIO and other aboriginal group. The DIO and aboriginal group will nominate people following the rules in an agreement the DIO and aboriginal group have.

12.6.4 This Section says the people on the panel will:

a) not be biased or have any interest in or related to the project proposal being reviewed; and no panel member who is an Inuk will be considered to be biased because he is an Inuk (Explanation: see Section 5.2.7); and

b) have special knowledge and experience on the social, environmental, or technical effects of the project proposal being reviewed.

Guidelines

12.6.5 This Section says that once a panel has been put together, it will prepare guidelines for the developer. These

guidelines will be followed when the developer prepares an impact statement for the project proposal. The guidelines will require that the impact statement include information that is described in Section 12.5.2, when it is necessary. NIRB will review the panel's guidelines and give them advice.

12.6.6 This Section says the panel will give NIRB a chance to review the impact statement before public hearings are held. The panel will pay attention to the recommendations and concerns of NIRB.

Hearings

12.6.7 This Section says the rules in Sections 12.2.24, 12.2.26 and 12.2.27 apply to the panels in this Part. The panel's power to call witnesses and have documents and things made available ("subpoena powers") will not be less than the powers other federal environmental assessment and review panels have in the laws that apply to these panels.

Relevant Factors

12.6.8 This Section says the panel will take into consideration all matters that are within its powers, including those matters listed in Section 12.5.2.

Report

12.6.9 This Section says the panel will send a report to the Minister of Environment and Minister who is responsible for approving the project. The Ministers responsible for the project will make the report available to the public and send a copy to NIRB.

12.6.10 This Section says NIRB will have 60 days from the day it receives the panel's report, to make its comments about the social, economic and environmental impacts of the project in Nunavut. NIRB can report to the Minister on things it thinks the panel is missing, additional terms and conditions and measures to lessen the harmful effects of the project. NIRB can also inform the Minister as to whether the project should go ahead or not. When NIRB is preparing its comments for the Minister it will be guided by the objectives in Section 12.2.5.

12.6.11 This Section describes the options the Minister has in dealing with the panel's report and NIRB's recommendations. It says the Minister can:

a) accept the panel's report and the terms and conditions that apply to Nunavut;

b) accept the report with changes proposed by NIRB, as long as the report is dealing with Nunavut;

c) reject the report, or any part dealing with Nunavut only for one of the following reasons:

(i) the project proposal should be given up because the proposal is not in the national or regional interest; and the Minister will notify the developer of this;

(ii) the project proposal should be allowed to go ahead because it is in the national or regional interest and, if so, NIRB will review what terms and conditions in Nunavut should be attached to the approval;

(iii) the terms and conditions are either more than what is necessary or not sufficient enough to lessen the harmful impacts of the project to a level that is acceptable, and therefore NIRB will be asked to reconsider the terms and conditions that apply in Nunavut and the Minister's reasons for objecting to the terms and conditions.

12.6.12 This Section says the NIRB will have 30 days to report back to the Minister on what terms and conditions should be attached to the project approval.

12.6.13 This Section describes what the Minister will do after the Minister receives NIRB's report. It says the Minister will:

a) accept NIRB's terms and conditions; or

b) reject or change all or some of the terms and conditions for one of the following reasons:

(i) the terms and conditions NIRB has set are either more than are necessary or not sufficient enough to lessen the harmful social, economic and environmental impacts of the project to an acceptable level, or

(ii) the terms and conditions set by NIRB are so excessive that they do not make the project workable, even though this project was recognized by the Minister to be in the national or regional interest.

12.6.14 This Section says the Minister shall supply NIRB with written reasons for every decision the Minister makes.

12.6.15 This Section says NIRB can only respond to the parts of a federal environmental assessment panel's report that deal with Nunavut.

12.6.16 This Section says the Minister can accept, reject or vary NIRB's decisions dealing with any of the social and economic impacts that are not connected with environmental impacts without having to rely on the grounds described in Sections 12.6.11 and 12.6.13. These specific decisions are treated by NIRB, only as recommendations by the Minister. Any other decision of NIRB has to be dealt with by the Minister following the rules in Sections 11.6.11 and 11.6.13.

12.6.17 This Section says that once everything is done according to the rules in Sections 11.6.1 to 11.6.16, then if it is agreed the project can go ahead, NIRB will give the developer a document called a "project certificate." The project certificate will include the terms and conditions that have to be followed.

Part 7: Monitoring

Project Monitoring

12.7.1 This Section says the terms and conditions in:

a) a NIRB project certificate given to a developer according to Sections 12.5.12 or 12.6.17;

b) a recommendation by NIRB under Section 12.4.4(a); or

c) any approvals given by NWB (Nunavut Water Board),

may include a requirement to have the project's operations watched. These terms and conditions can identify specific duties for Government, NIRB, or the developer.

12.7.2 This Section says the purpose of this program to watch the operations of the project will be:

a) to measure the socio-economic and environmental effects of the project on Nunavut;

b) to decide if and how much the terms and conditions of the project certificate and approvals are being followed;

c) provide agencies that have responsibilities to make sure the terms and conditions of approvals are being followed, with information they need; and

d) determine how accurate the impact statements are about possible impacts.

12.7.3 This Section describes what things may be included in a program set up to watch the operations of the project. They are:

a) a requirement that the agencies with legal responsibility to supervise and inspect this type of project and the developer both give NIRB information on the project; and information about how it is operating, what impacts it has had, and what measures have been taken to lessen any harmful impacts;

b) a requirement for NIRB to assess how the program to watch the operations is doing every now and again; and

c) a requirement that NIRB prepare a report on how sufficient this program is and what the social, economic and environmental impacts of the project are after it has done its assessment as described in (b).

12.7.4 This Section says whichever Government department or agency has responsibility for watching over a project, it will continue to do this and NIRB will not do the work the agency or department is supposed to do.

12.7.5 This Section says any program set up under Section 12.7.1 will be developed to avoid having the same work done by different people and to co-ordinate the work. The program will also watch the operations of certain parts of the project that change and the specific details of the program too.

General Monitoring

12.7.6 This Section says Government, with the help of the NPC, will be responsible for developing a general program to collect and study information. This will be information on the long term conditions of the environment, people, communities and economy of Nunavut. Government, with the help of the NPC, will also be responsible for directing the program. Following what the program says, the NPC will be responsible for:

a) collecting information from developers, Government departments, agencies, and other groups;

b) reporting, every now and again, on the conditions of the environment, communities, people and economy of Nunavut; and

c) using the information collected under (a) and (b) to do its work in Article 11.

12.7.7 This Section says the NPC can give the responsibilities it has in this part to specific members of the NPC or its staff to do.

Part 8: Flexibility in Relation to Certificates

12.8.1 This Section says the "project certificates" NIRB gives developers, according to Sections 12.5.12 or 12.6.17, can have terms and conditions that only come into operation in the future or after something else is started or finished.

12.8.2 This Section describes under what conditions NIRB will consider changing the terms and conditions of a project certificate. NIRB can consider making changes when it is asked to do this by a DIO, developer, or other interested group, or when it decides to do it on its own. NIRB can change the terms and conditions if it is shown that:

a) the terms and conditions are not doing what they are supposed to;

b) what the terms and conditions are doing is something different than what was expected or the situation relating to the project is different than what was expected when the project certificate was given to the developer (for example: if the developer goes out of business); or

c) there is new information or better ways of doing what the terms and conditions were meant to.

12.8.3 This Section says if the Minister decides any of the conditions in (a), (b) or (c) of Section 12.8.2 are proven then NIRB will reconsider the original terms and conditions in the project certificate. NIRB will make a report for the Minister. The Minister can either accept, reject or change NIRB's report. The Minister can reject NIRB's report only for

the reasons described in Section 12.6.13. NIRB will change the project certificate to include any changes as a result of the Minister accepting, rejecting or changing NIRB's report.

12.8.4 The rule in Section 11.5.4 (setting time limits) applies to NIRB's work in Sections 12.8.2 or 12.8.3.

Part 9: Implementation

12.9.1 This Section says that following what is in Section 12.9.2, the Government departments and agencies are responsible for putting the terms and conditions of the project certificate into effect.

12.9.2 This Section provides more detail on Section 12.9.1. It says the Government departments or agencies that have responsibility for issuing permits, certificates or other Government approvals, will have to make sure the terms and conditions of the project certificate are included in any permits, certificates, licences or other approvals they give to the developer. These departments and agencies will talk with NIRB about how best to include the terms and conditions. They can show NIRB draft copies of the permits, certificates, licenses or other approvals.

12.9.3 This Section explains what happens when another body with power to make a decision about terms and conditions makes a decision that does not match the terms and conditions of a NIRB project certificate. This decision by the other body is called an "independent decision of a regulatory body". This body will provide reasons for the difference in its decision to NIRB and Government. The Cabinet (all the Ministers of the Federal Government) will review both the project certificate and the other body's terms and conditions. The terms and conditions of the NIRB project certificate will win out over the other body's decision on terms and conditions, unless of the following exists:

a) Government does not have any power to change the decision of the other body and it is in the national or regional interest for the project go ahead;

b) the terms and conditions in the project certificate are undermining the project and not making the project workable if it is in the national or regional interest to have the project go ahead; or

c) a change to the NIRB project certificate has been accepted according to Section 12.8.3.

If one of the above exists, the NIRB project certificate will be changed to match the other body's terms and conditions.

12.9.4 This Section explains what "independent decision of regulatory body" referred in Sections 12.9.2, 12.9.5 and 12.9.6 means. This means a decision that is made by a body that has been set Up in a law and given powers to licence or supervise and inspect projects. This body is not under the control of Government even though it may have to make a decision following guidelines or regulations made by Government or its decision can be accepted, rejected or changed by Government. That is why it is called an "independent" decision - because it is not part of Government.

12.9.5 This Section says if Government varies a decision of the other body *before* it considers the conflict between the other body's decision and NIRB's project certificate then this decision is *not* considered an "independent decision of a regulatory board". (Explanation: The rules in the Sections dealing with an independent decision of a regulatory body - Sections 12.9.3, 12.9.5- don't apply to these decisions because they are *not* independent decisions).

12.9.6 This Section says the NIRB project certificate will win out over the other decisions that are not independent decisions of regulatory boards if they don't match the NIRB project certificate.

12.9.7 This Section explains that any permit, licence, certificate or other Government approval that includes the terms and conditions of a NIRB project certificate cannot be challenged in court on the grounds that the Government department or agency had no power to include these terms and conditions.

12.9.8 This Section says nothing in Sections 12.9.6 or 12.9.7 can stop another body, set up in law to supervise and direct projects of this type, from doing a review of the project and adding more terms and conditions or refusing to give the developer the licence or approval it needs to get the project going.

12.9.9 This Section says the responsibility of Government, described in Section 12.9.1, does not mean Government must change any of its laws.

12.9.10 This Section says NIRB and NPC will be given copies of all approvals given by other bodies and Government departments for projects with a NIRB project certificate.

Part 10: Enforcement

Projects Not To Proceed

12.10.1 This Section says that NO Government or other body can give a licence, permit, certificate or other approval until the following steps are completed. The steps are: screening by NIRB; review, if required, under either Parts 5 or 6; and receipt of a NIRB Project Certificate.

Exceptions

12.10.2 This Section explains when the rule in Section 12.10.1 does not have to be followed. If a project has to be reviewed under Part 5 or Part 6 and the review isn't finished, then approvals or licences for exploration or development activities tied to that project may be given if:

a) the activity that needs approval is listed in Schedule 12-1; or

b) in NIRB's view the activity does not need to be reviewed in order to go ahead.

Continuing Responsibilities

12.10.3 This Section says the Government department or agency that gives a developer a licence, permit, certificate or other approval that includes terms and conditions of the NIRB project certificate is responsible for making sure the developer does what the licence, permit, certificate, or other approval says.

12.10.4 This Section says these Government departments and agencies will do whatever is necessary and within their power to make sure the developer does what it is told. The Government department or agency can try to make the developer do what it is told by going to court, canceling the approval it is not following, or use other less severe ways to get the developer to obey.

Standing

12.10.5 This Section says that a DIO has the power to go to court, in addition to any person or organization that the law already recognizes has the right to go to court, to ask the court to:

a) decide whether or not a term or condition in the NIRB project certificate was put into effect and to give an award to compensate the person, body or DIO because the term or condition was not put into effect;

b) give an order making the developer or person door not do whatever the developer or person was told to door not do in the licence, permit, certificate or other approval; or

c) review the decisions or orders. made according to the rules in this Article, to decide if there was a legal mistake made when a decision or order was made by NIRB or the other bodies. (Explanation: An example of legal mistake could be if NIRB or the other bodes made a decision they did not have the power to make; or they didn't follow the rules of natural justice when they made their decision. Rules of natural justice are explained in Section 12.2.24)

Part 11: Trans Boundary Impacts

Trans Boundary Impacts

12.11.1 This Section says when there is a project proposal outside of Nunavut, but it may have significant harmful effects on the environment, communities, people or economy of Nunavut, the NIRB can review the project if it is asked to by Government or the DIO and Government agree.

12.11.2 This Section says that where there are project proposals outside Nunavut in areas under the control of other Governments and not the federal or territorial Government (for example, the province of Saskatchewan, Quebec or Manitoba), the Federal Government and the Territorial Government, with NIRB's help, will try to negotiate agreements with the other Governments to allow NIRB to participate in the review of the project proposal. This would only be the case where the project proposal in the other jurisdiction may have significant harmful effects on the environment, communities, people or economy of Nunavut.

Part 12: Applications

Geographic Application

12.12.1 This Section says this Article and all of its rules apply on Government lands and Inuit Owned Lands.

12.12.2 This Section says this Article will apply to land and marine areas within Nunavut and to the Outer Land Fast Ice Zone. Shipping associated with project proposals in Nunavut have to follow this Article. However, normal community resupply or individual ship movements not connected with project proposals will not have to follow Parts 4,5 and 6. (The outer land fast ice zone is explained in Section 1.1.1).

12.12.3 This Section says this Article applies to national defence buildings and facilities. However, these provisions will not apply if it is a very special situation and the Minister of National Defence verifies that this situation is in the national interest for national security reasons.

Limitations

12.12.4 This Section says no term or condition can be put in place, following the rules in this Article, if it does not follow the standards set out in the federal and territorial laws dealing with the environment and socio-economics.

12.12.5 This Section says the decisions made according to this Article have to be designed, put in place and interpreted in a way that respects the Sections in Articles 5 and 7.

No Statutory **Defence**

12.12.6 This Section says that a NIRB project certificate cannot be used by a developer in court to prove that an activity or action, for which the developer is being sued, was authorized.

Schedule 12-1 (s 12.2.1, 12.2.3, 12.3.5, 12.10.2)

Types of Project Proposals Exempt from Screening

This Schedule lists what projects are not considered major development proposals. See Final Agreement, Schedule 12-1, for the list.

Article 13: Water Management

Explanation: This Article describes how a person who wants to use water in Nunavut can get permission for certain types of water use. The Article explains how the NWB deals with the water applications it receives to use water and how the work of the NWB fits in with the NPC and NIRB. In this version and in the Final Agreement the word "applicant" is used, it means the person or body who is bringing a water application to the NWB to get the NWB's approval to use the water.

Part 1: Definition

13.1.1 In this Article, the following words are used and the meanings are explained here:

"drainage basin" means the area of land that is drained by a river and its branches and other water sources including water that is found underground flowing into the river.

"use of water" does not include navigation which means travel on water by ship or boat or other water vehicle.

part 2: **Nunavut** Water Board **(NWMB)** Established

13.2.1 This Section says a Nunavut Water Board (NWB) will be set up as an "institution of public government" as described in Article 10. It says it will have responsibilities and powers over regulating, using and managing waters in Nunavut. The powers it has are at least equal to the responsibilities and powers of the NWT Water Board that was set up in the law called the *Northern Inland Waters Act.* It will also have any other responsibilities and powers it is given in Article 13.

Part **3:** Organization and Operation of the NWB

Membership, Appointment Panels

13.3.1 This Section says the NWB will be made up of nine members and one of the nine will be the chairperson. The Section also explains how members will be appointed:

a) the DIO will nominate 4 people who will be appointed by the Minister of DIAND;

b) two people will be appointed by the Minister of DIAND;

c) two people will be nominated by Territorial Government Ministers, including the Minister responsible for Renewable Resources, and will be appointed by the Minister of DIAND; and

d) the chairperson will be appointed by the Minister of DIAND after the Minister consults with the members appointed under (a) to (c).

13.3.2 This Section limits the time which a person can be a member of the NWB to three years, unless the person is removed for cause under 13.3.4 or if the person was appointed under Section 13.3.3.

13.3.3 This Section says more people can be appointed to the NWB in the same way the other people were appointed under Section 13.3.1. If more people are appointed the same number of people from Government and the DIO must be appointed. The additional people can be appointed to the NPC for specific purposes or a period of time that is less than 3 years.

13.3.4 This Section says that a member or the chairperson can be removed for cause. This a legal expression which means that a member or the chairperson can be removed if the reason the person is being removed is one that the law and courts have recognized as good reason.

13.3.5 This Section says that if a member dies, leaves or is removed from the NWB, then a "replacement" member will be nominated and appointed by the Minister following the rules in Section 13.3.1.

Panels

13.3.6 This Section says the law used to set up the NWB, as described in Section 10.1.1, can also give NWB the power to create panels. The panels must be made up of members of the N WB only. Each panel has to have 2 or more NWB members since there has to be an equal percentage of Government and DIO nominated members. (For example, you could not have a panel with 3 members because that would mean that would not be an equal number of Government and DIO.) This law can also give NWB the power to give its panels the right to hold hearings just like the NWB and any other powers NWB has.

Matters Binding on Members

13.3.7 This Section says that the following rules have to be followed by the members and the chairperson when doing their work for the NWB:

a) first before they start their work for the NWB, they have to take the oath that is written out in the Final Agreement in Schedule 5-4 (Explanation: see Section 5.2.6 for the explanation of what an oath means); and

b) they have to follow the rules about conflict of interest that are found in federal and territorial laws (Explanation: see Section 5.2.7 for the explanation of "conflict of interest").

Administration

13.3.8 This Section says the members of the NWB may work on a part-time or full-time basis as the work of the NWB requires. The members will be paid for their work. Government will be responsible for paying them. It also says the members will be paid their traveling and living expenses. Their expense rate will be the same rate as the one for Government employees under the Treasury Board guidelines.

13.3.9 This Section says the main office of the NWB will be in Nunavut.

13.3.10 This Section says the NWB will hold its meetings in Nunavut, as much as it can.

13.3.11 This Section says that the NWB will do business in Inuktitut, if asked by a member, and in English and French as Government policy or the law require.

Public Hearings

13.3.12 This Section says that NWB will hold its public hearings in Inuktitut, if asked to do so by a member of NWB or an intervener, and in English and French as the law or Government policy require.

13.3.13 This Section says that when the NWB makes its by-laws and rules for the conduct of public hearings, it will:

a) where it thinks it should, allow evidence into the hearing that would normally not be allowed in a court; and

b) give fair consideration to Inuit customs and the fact that Inuit traditionally communicate by talking not writing and have their own traditional way of making decisions.

13.3.14 This Section says that before it holds a public hearing on a water application, the NWB will do all that it can to inform people about issues and to encourage the public to participate in the hearings. To inform people and encourage them to participate, the NWB will try to schedule its hearings at times when people are available and locate its hearings where people can get to the meeting.

13.3.15 This Section says the NWB will make available to the public all the information it has received on a water application it will be reviewing. The NWB will make this information available before it holds a public hearing on the water application.

13.3.16 This Section says when the NWB is doing a public review, it will hold its public hearings in the communities most affected by the water application.

Cost of NWB

13.3.17 This Section says the Government is responsible for paying for the costs of the NWB. Each year the NWB will prepare a budget that has to be reviewed and approved by Government.

Part 4: Relationship to Land Use Planning

Development of Land Use Plans

13.4.1 This Section says the NWB will provide recommendations to the NPC dealing with how the land use plans affect water and water use in Nunavut.

Lack of Conformity with Land Use Plans

13.4.2 This Section says a water application will be rejected if, in following the rule in Section 11.5.10, the water application does not fit with the land use plan and no variance has been approved. (see explanation of "variance" in Section 11.5.10)

If, following the rule in Section 11.5.11 , the applicant asks to have the application exempt and receives an exemption from the Minister, NIRB or NWB will deal with the application as if it did conform with the land use plan.

Conformity with Land Use Plans

13.4.3 This Section describes what the NPC must do with a water application that either fits with the land use plan or has received a variance. It says the NPC must pass on the water application with its recommendations and decision to the NWB if the water application is an activity that falls within Schedule 12-1. The NPC does not have to send the water application to the NWB if it decides to follow the rule in Section 13.4.4 instead.

13.4.4 This Section says, despite the rule in Section 13.4.3, the NPC can send a project proposal that is listed in Schedule 12-1 to NIRB for screening. The NPC can only do this when they think a water application together with other developments in the same region will have in impact when put all together.

13.4.5 This Section says if the water application does fit in the plan or has been given a variance, and is not an activity listed in Schedule 12-1, then the NPC will send the application along with its recommendations and decision to NIRB for screening.

Absence of Land Use Plans

13.4.6 This Section says where there is a land use plan in place the rules in Sections 13.4.3 to 13.4.5 have to be followed. If the land use plan is not finished, all water applications that are *not* listed in Schedule 12-1 will be sent to NIRB. The applications that are listed in Schedule 12-1 but, under the rule in Section 13.4.4, will be sent to NIRB.

Part 5: Relationship to Development Impact

13.5.1 This Section says once NIRB receives the water application for screening, it will decide whether it needs to be reviewed according to the rules in Article 12. The NIRB will give the decision to the NWB.

13.5.2 This Section says if a water application is going to be reviewed, according to Article 12, the NWB will work with the NIRB or other review body under Article 12 to make sure they do not do the same thing. The law setting up these bodies could allow the NWB to have a joint hearing with NIRB or other review board. It might not require the NWB to hold a public hearing on a water application if NWB has participated in the public review of the water application held by NIRB.

13.5.3 This Section says if the water application is not

uired to be reviewed under Part 5 or 6 of Article 12, then NWB can approve the water application.

5.45. This Section says the NWB cannot approve any ater application that is going to be reviewed under Article until Article 12 has been followed. This rules does not pply if the application is allowed under Sections 12.10.2 or 13.5.5.

13.5.5 This his Section says, despite what Section 12.10.1 says, the NWB can give an applicant a short-term or temporary approval for a water use that is related to exploration or development work for a project proposal under review in Article 12.

Part 6: Co-ordination of Resource Management **Activities**

13.6,1 This Section says the NPC, NIRB and NWB will work together and make sure they don't repeat work already done by the other when dealing with screening and reviewing water applications. They will co-ordinate their work to make sure the water applications don't take a lot of unnecessary time.

Part 7: Water Application Approval

13.7.1 This Section says that no one can use water or dump waste into water in Nunavut without the approval of the NWB. This rule does not apply if it is an emergency water useor a domestic water use. Emergency use and domestic water use is described in Section 5 of the law called the *Northern Inlands Water Act.*

13.7.2 This Section says, except for what it says in Section 13.7.4, the NWB will hold a public hearing before it approves any water application. If there is no interest expressed by the public then the NWB is not required to hold a public hearing.

13.7.3 This Section says, the Cabinet, after talking with or on the NWBS advice, can identify in the regulations certain types of water applications that do not need a public hearing (see Section 1.1.1 for definition of a "regulation").

13.7.4 This Section says the NWB will deal quickly with the water applications that are under regulation, as explained in Section 13.7.3. This will be possible because there will not be a public hearing. If the NWB thinks a public hearing should be held, it can hold one. The rules for a public hearing for other water applications will be followed if they are appropriate.

13.7.5 This Section authorizes the NWB to hand over its responsibility y, when it wants to, to the NWMB's chic f administrative officer (the most senior staff person) to approve water applications that don't have to have public hearings.

Part **8:** Provision of Information

13.8.1 This Section describes what kind of information the applicant has to give the NWB, following what Sub-Section 13(2) of the law called the *Northern Inland Waters Act* says. The N WB can issue guidelines to the applicant about the information that has to be provided to the NWB on:

a) the description of the project;

b) the type and size of the effects of the water use on the water management area, including the impacts expected on other users of water in the area;

c) what the applicant proposes to do to avoid or lessen the harmful impacts of the project;

d) what the applicant will do to compensate people who experience the harmful impacts of the water use;

e) the way in which the developer will keep watch on the impacts of the water use;

f) what interests the applicant is trying to get or has to the lands and waters related to the water use -for example a land use permit if it is Government owned lands or a lease from a DIO if it is on Inuit Owned Lands;

g) how the water use will be put into effect and operate; and

h) any other matters the NWB considers necessary.

Part 9: Enforcement

13.9.1 This Section says if the approval of the NWB is required for a water application, the applicant cannot go ahead until the NWB'S approval is given.

Part 10: Overlap

Inter-jurisdictional Water Management

13.10.1 This Section explains what happens where a drainage basin covers both an area in and outside of Nunavut. The Federal and the Territorial Governments, with the help of the NWB, will try to negotiate agreements with the Governments responsible for the area outside Nunavut and use and management of the drainage basin.

13.10.2 This Section says that if the NWB approves a water application in Nunavut that may affect water use outside Nunavut, the NWB can review the water application with the water use authority of the area outside Nunavut, if the review is appropriate.

Article 14: Municipal Lands

Explanation: This Article explains what municipal lands are, who owns them and how they will be managed. In this Article the term "municipality y" is used which means the communities that have been given municipal status.

Part 1: Definitions

14.1.1 This Section explains the meaning of words used in this Article:

"Municipal Lands" means all lands within the municipal boundary except:

a) Inuit Owned Lands within the municipal boundary;

b) Government owned lands within the municipal boundary that are:

(i) beds of water bodies,

(ii) a 100 foot strip of land that starts at the seashore or the bank of lakes and rivers within the municipal boundary and moves inland; this 100 foot strip only applies to the rivers and lakes within the municipal boundary that people can travel by boat on,

(iii) land identified in the document called *Inventory of Governmental Crown Agency Lands* that includes lands that are needed now or in the future for Government facilities or operations, and

(iv) land obtained by Government after the Final Agreement is ratified

c) lands owned by someone or somebody other than Government or the municipal corporation;

d) mines, minerals, other than gravel, sand and other quarry or construction material.

Part 2: Municipal Status

14.2.1 This Section says Schedule 14-1 lists all the communities in Nunavut that had municipal status before the Final Agreement was ratified.

Part 3: Conveyance of Municipal Lands

14.3.1 This Section says as soon as possible and definitely not more than 3 years after the Final Agreement is ratified, the Municipal Lands within the built-up areas of the municipalities will be given to the Municipal Corporation to own. The built-up area includes the area where the community buildings, nursing station, school and houses are and the area where the dump sites, sewage lagoons, treatment plants for sewage and water, water reservoirs, grave yards and the gravel, sand, and other quarry or construction material pits are. The Territorial Government will be responsible for doing and paying for surveys of the built-up areas. It will do the surveys as quickly as possible.

14.3.2 This Section says after, the Municipal Corporation is given the Municipal Lands in the built-up area of its municipalities, the Municipal Corporation can ask the Commissioner to give it the remainder of the Municipal Lands outside the built-up area that have been surveyed.

14.3.3 This Section says that along with any, lands that are given to the Municipal Corporation under Sections 14.3.1 or 14.3.2, the Municipal Corporation has to accept the third party interests that existed at the time the Commissioner gave the lands to the Municipal Corporation. This means if the Commissioner or Government had rented out any of these lands or where there were any mineral claims or leases (for example: these continue to exist even though the municipal corporation owns the land).

Part 4: Administration of Municipal Lands

14.4.1 This Section says the Municipal Lands that will not be given to the Municipal Corporation on the day the Final Agreement is ratified will be administered and controlled by the Commissioner for the municipality.

14.4.2 This Section says the Commissioner cannot lease these lands or give any other legal interests in these Municipal Lands that are not owned by the Municipal Corporation, unless the Municipal Corporation gives the Commissioner its permission.

14.4.3 This Section says, regardless of what Sections 14.4.1 and 14,4.2 say, in the time period between the day the Final Agreement is ratified and before these Municipal Lands are given to the Municipal Corporation, the Commissioner can pass these lands to a Minister or other recognized Government representative to administer and control these lands if

a) the Municipal Corporation agrees; or

b) the Commissioner pays the Municipal Corporation for the lands, as if the lands belonged to the Municipal Corporation and were being taken away ("expropriated").

Once these lands are passed on to the Minister or other recognized Government representative, these lands will no longer be Municipal Lands.

Part 5: Administration of the 100-foot strip

14.5.1 This Section says the Commissioner will control and manage the land in the 100-foot strip, but the 100-foot strip can only be used by the municipality for its benefit.

14.5.2 This Section sets out limits on what the commissioner can do with the lands in the 100-foot strip. The commissioner cannot:

a) sell or give away any or all of the 100-foot strip to another body or person to own; or

b) it cannot rent or create other interests in any or all of

the 100-foot strip without the written approval of the municipal corporation.

14.5.3 This Section says, despite what it says in Sections 14.5.1 and 14.5.2, the Commissioner can hand over control and management of the 100-foot strip to any Minister or other Government body or official if:

a) the Municipal Corporation approves, or

b) the Commissioner pays the Municipal Corporation the same amount of money it would have to pay if it was taking away the land, which in legal terms is called "expropriation".

If the 100-foot strip is transferred, it no longer has to be controlled and managed for the use and benefit of the municipality.

Part 6: Municipal Boundaries

14.6.1 This Section says nothing in the Article prevents the municipal boundary from being changed or a boundary being created for a new municipality after the Final Agreement is ratified. The changed boundary or boundary for a new municipality will not:

a) affect the ownership of lands;

b) include Inuit Owned Lands without the permission, in writing, from the DIO; or

c) require the Final Agreement to be changed.

14.6.2 This Section describes what must be included within any changed boundary or boundary for a new municipality. It says the boundary must include enough lands for the present and future needs of the municipality including:

a) the estimated growth of the community;

b) community water supply;

c) garbage dumps;

d) resource areas where gravel, sand, and other quarry and construction materials for the community can be found;

e) existing and future community transportation and communication routes;

f) community airstrips and docks;

g) a buffer zone between the built-up area and undeveloped area to control development;

h) recreational areas and other areas which are used by the community on a regular or seasonal basis and have property development possibilities; and

i) areas that are unique to a specific community and are needed to carry out its responsibilities.

Part 7: Right to Acquire Surplus Government Lands

14.7.1 This Section says after the Final Agreement is ratified, if Government decides that land it owns inside the municipal boundary is no longer needed and the Government declares it "surplus", then Government will give this land to the Municipal Corporation to own for a very small amount of money.

Part 8: Limits on Alienation of Municipal Lands

14.8.1 This Section requires the Territorial Government to hold a vote in each municipality sometime between one and two years after the Final Agreement is ratified. This will be a vote for the municipal voters to decide whether or not Municipal Lands can be sold or permanently given away.

14.8.2 This Section says if the majority of voters decide not to let the Municipal Corporation sell the lands or permanently give them away, then the Municipal Corporation cannot sell the land and it cannot transferor rent the lands:

a) for more than 99 years; or

b) allow the transferor rental to take place more than 99 years in the future.

14.8.3 This Section says until the vote is held, the rules in Section 14.8.2 apply to Municipal Lands.

14.8.4 This Section says if the community votes not to sell or giveaway the lands, then 20 years after the vote or any time after the 20 years, another vote can be held on whether or not to remove this restriction.

14.8.5 This Section says if there is no municipal plan in place, the Municipal Corporation cannot create any new interests (for example: renting the lands, giving a land use permit) on the land or allow development on the land to go ahead without the written permission of the Commissioner.

Part 9: Temporary Transfer of Administration

14.9.1 This Section says the Municipal Corporation can sign agreements with the Commissioner giving the Commissioner the responsibility to administer some or all of the Municipal Lands on a temporary basis.

Part 10: Abandoned Municipalities

14.10.1 This Section says if a Municipal Corporation no longer exists and the Municipal Lands are abandoned and Government does not need the Municipal Lands, then the DIO will have the right of first refusal to get the lands. This means before any other body, group or person, the DIO:

a) can buy the lands; or

b) if the DIO wants to trade Inuit Owned Lands of similar value for the Municipal Lands; if the Government and DIO can't agree on the lands to be traded, then the dispute will be resolved under Article 38-Arbitration.

Part 11: Expropriation of Municipal Lands

14.11.1 This Section says the general laws apply to Government and other bodies that "expropriate" (take away) Municipal Lands.

Part 12: New Municipalities

14.12.1 This Section says the Article, except for Section 14.2.1, applies to municipalities set up after the Final Agreement is ratified. For reasons associated with the Final Agreement, it will be understood, even though the date the Municipality was established was after ratification, the date given will be the date of ratification of the Final Agreement.

SCHEDULE 14-1
(Section 14.2.1)

EXISTING MUNICIPALITIES

Baffin Region
Arctic Bay
Broughton Island
Cape Dorset
Clyde River
Hall Beach
Grise Fiord
Igloolik
Iqaluit
Lake Harbour
Pangnirtung
Pond Inlet
Resolute Bay
Sanikiluaq

Keewatin Region
Arviat
Baker Lake
Chesterfield Inlet
Coral Harbour
Rankin Inlet
Repulse Bay
Whale Cove

Kitikmeot Region
Cambridge Bay
Coppermine
Gjoa Haven
Pelly Bay
Spence Bay

cle 15: Marine Areas

iation: This Article describes how the other Articles the Final Agreement apply in "marine areas". There is a nition of marine areas in Section 1.1.1. which is: "marine eas" means the sea, including the seabed and subsoil, under sea, in Nunavut but does not include rivers, lakes and ner "fresh water found in or on the land in Nunavut;

art 1: Principles

15.1.1 This Section says the Article recognizes and reflects the following principles:

a) Inuit are traditional and current users of certain marine areas, especially the land-fast ice zones;

b) the legal rights Inuit have to marine areas that came from the Final Agreement are based on traditional and current use by Inuit;

c) Canada's sovereignty claim to own the waters of the Arctic islands against other countries is supported by Inuit use and occupancy;

d) Inuit harvest wildlife that might migrate beyond the marine areas;

e) an Inuit economy based in part on marine resources is both possible and desired;

f) policies regarding the marine areas need to be developed and co-ordinated; and

g) Inuit need to be involved in aspects of Arctic marine management, including research.

Part 2: Application

15.2.1 This Section says if a Park or Conservation Area is set up and that Park or Conservation Area is partly in a marine area, then Article 8 or 9, depending on whether it is a Park or Conservation Area, will apply to that entire Park or Conservation area.

15.2.2. This Section says Articles 5,6, 8,9, 11, 12,23, 24,25,27,33 and 34 will apply to marine areas unless there are any restrictions in those Articles.

15.2.3. This Section says there will be no Inuit Owned Lands in marine areas. (In other words, Inuit will not own the bed of the sea.)

Part 3: Wildlife Management and Harvesting Beyond The Marine Areas of the Nunavut Settlement Area

15.3.1 This Section says Government will maintain a body or bodies to promote management of migratory marine species in Zones I and 11 and adjacent areas in a co-ordinated way.

15.3.2 This Section says the NWMB will appoint people from Nunavut to the body or bodies setup in Section 15.3.1.

15.3.3 This Section says the body or bodies set up in Section 15.3.1 will not lessen the decision-making role of the NWMB within the marine areas of Nunavut.

15.3.4 This Section says Government will ask for the NWMB'S advice on any wildlife management decisions in Zones I and II that might affect the Inuit harvesting rights and opportunities within the marine area of Nunavut. The NWMB will provide relevant information to Government that will help in wildlife management beyond the marine areas of Nunavut.

15.3.5 This Section says Part 9 of Article 5 will apply to any international or domestic interjurisdictional agreement relating to wildlife management in Zones I and II. (See definitions of international and interjurisdictional agreements in Article 5.)

15.3.6 This Section says the NWMB may identify wildlife research needs and weaknesses, review research proposals and applications, and, where appropriate, recommend proposals or applications within Zones I and II be accepted or rejected. When Government is making any decision which affects Zones I and II, it will consider NWMB'S recommendations.

15.3.7 This Section says Government recognizes the importance of the principles of adjacency (closeness) and economic dependence of communities in Nunavut on marine resources, and will give special consideration to these factors when making decisions on commercial fishing licences within Zones I and 11. "Adjacency" means next to or within a reasonable distance of the zone in question. The principles will be applied to promote a fair sharing of licences between the residents of Nunavut and the other residents of Canada and in a way that supports Canada's obligations to other countries.

15.3.8 This Section says nothing in the Article will prevent Inuit from harvesting wildlife in Zones I and 11.

Part 4: Marine Management

15.4.1 This Section says the NIRB, the NWB, the NPC, and the N WMB may jointly, as a Nunavut Marine Council, or on their own advise and make recommendations to Government agencies about the marine areas. Government will consider this advice and their recommendations when it makes decisions which affect marine areas.

Part 5: Saving

15.5.1 This Section says this Article should be interpreted in a way that supports Canada's sovereignty, sovereign rights and jurisdiction, and is consistent with Canada's international obligations.

Article 16 Outer Land Fast Zone East Baffin Coast

Explanation: The term "Outer Land Fast Ice Zone" describes the area beyond the twelve mile territorial sea boundary off the east coast of Baffin Island that is sometimes covered by land fast ice. (Its specific location is described in the Final Agreement under Section 1.1.1 "outer land fast ice zone".)

Part 1: General

16.1.1 This Section explains what Sections and Articles of the Agreement apply in the area called the "Outer Land Fast Ice Zone". The Sections and Articles apply as long as they do not conflict with the rights and jurisdiction Canada has as a country ("sovereign right and jurisdiction") in relation to other countries and its obligations to other countries. (Explanation: If any of these provisions are in conflict with obligations Canada has to other countries, the provision would be interpreted so that it does not conflict.) The Sections and Articles that apply are:

a) Article 5- Wildlife Provisions dealing with

i) harvesting in the land-fast ice zone; and

ii) all marine mammals in open waters;

b) Article 6- Wildlife Compensation Provisions
Article 11- Land Use Planning Provisions;
Article 12- Development Impact provisions; and
Article 25- Resource Royalty Sharing Provisions.

16.1.2 This Section says Inuit will be able to continue to harvest animals not listed in Section 16.1.1 (a) (ii) in the open waters in the "Outer Land Fast Ice Zone" for personal use. Inuit will not need licences to do this harvesting but will have to obey the regulations set by Government in this area as described in Part 3 of Article 15- Marine Areas.

16.1.3 This Section says fishing in the "Outer Land Fast Ice Zone" will be managed to make sure the marine mammals are not all used up.

Schedule 16-1 (Sub-Section 16.1 .1(b))
Limit of Land Fast Ice -

This schedule is a map showing where the limit of the Land Fast Ice is on the east Baffin coast. See the map in this Schedule of the Final Agreement.

Article 17: Purposes of Inuit Owned Lands

Explanation: This Article outlines the reason why and what lands Inuit identify to own as "Inuit Owned Lands" under the Final Agreement. Land identification negotiations were held in each community. The Inuit of the community, through their CLINT (Community Land Identifications Negotiating Team), and TFN negotiated with Government to identify the lands Inuit would own and the lands Government would own.

Even though land identification negotiations are over, this Article is being included in the Final Agreement so that if, in the future, Inuit are negotiating with Government for other lands that Inuit will own (for example: lands Inuit may exchange under the Article 8- Parks, Section 8.2.6) these rules will be followed.

Part 1: General

17.1.1 This Section explains the main reason why Inuit are going to own lands under the Final Agreement. It says by having Inuit Owned Lands, Inuit will have rights in law that can help them to become self-sufficient using the lands and its resources over time in a way Inuit want to.

17.1.2 This Section describes the kind of land Inuit will own under the Final Agreement:

a) land that is very important for wildlife including:

i) areas where Inuit harvest;

ii) areas where wildlife are located or are important for conservation;

iii) areas that would be very good to raise wildlife for cultivation, propagation, and husbandry (see Section 5.8.4 for the explanation of cultivation, propagation and husbandry).

iv) areas where outpost camps are located or could be set up; and

v) areas that can be used for sports harvesting camps or tourist opportunities;

b) land that is very important for non-renewable resource development:

i) areas where minerals are found or could be found; and

ii) areas where buildings and other facilities can be built to be used for mineral, oil or gas development.

c) land that has commercial value; and

d) land that is important for cultural reasons and land where archaeological sites or specimens are found. (see definition for "specimens" in Section 33.1.1).

17.1.3 This Section says Inuit Owned Lands should include all kinds of land described in Section 17.1.2, if possible. If this was done then there could be a variety of economic opportunities for Inuit not just one kind. It is not possible in all cases because not all the parcels identified will have all of the things described in Section 17.1.2. For example, some regions may have areas that are very important for wildlife and not have a lot of areas with minerals. So Inuit in the community have to decide what kind of lands they want to own.

17.1.4 This Section says both TFN, on behalf of the Inuit of Nunavut, and the Government of Canada, on behalf of the Queen, have done everything these Sections in this Article say they must do.

17.1.5 This Section says that neither the Government or Inuit can go to court to argue that the Sections in this Article have not been followed for the Inuit Owned Lands owned by Inuit when the Final Agreement is ratified.

Article 8: Principles to Guide the Identification of Inuit Owned Lands

Explanation: This Article explains the principles or guidelines that had to be followed by Government and Inuit when Inuit were negotiating ownership of lands with Government (See Article 17 for explanation of land identification negotiations). Even though land identification negotiations are over, this Article is helpful. If, in the future, Inuit are negotiating for ownership of lands with Government, they both would have to follow these rules.

Part 1: General

18.1.1 This Section explains the main principle to be followed when Inuit and Government are negotiating to identify Inuit Owned Lands. This principle is that Inuit should be given the best opportunity to identify lands for ownership that will allow Inuit to achieve their goal described in Section 17.1.1.

In addition to this, Government and Inuit will follow the guidelines set out here:

a) Inuit can identify lands to own where other people have leases or other kinds of interests in the land; if Inuit do end up owning land where other people don't own land but they have leases or other interests that let them use or be on the land, then Inuit have to agree to treat these people fairly; if Inuit identify lands where another person has some kind of legal interest, then Government will negotiate these interests one by one, not as a group, with Inuit;

b) where other people *own* the land and don't just have an interest like people in a), then Inuit generally will not be able to identify these areas but, in special cases, they can;

c) areas in or near communities can be identified but not areas that the community needs in order to grow or deliver services; for example the water reservoir, dump, sewage lagoon, and gravel pits would not be available to Inuit to identify for ownership.

d) Inuit can identify lands that are being used or will be used in the near future for wildlife sanctuaries, parks, conservation areas, archaeological sites, other lands being used to protect wildlife and their special areas and lands being used for recreational or cultural reasons. If Inuit do identify any of these areas to own they:

i) will have to follow the rules that are in place for managing wildlife or land and the other laws that apply to these areas, and

ii) cannot own certain places that will be used in the future for Parks or places that are special places because of a special cultural, archaeological or historical reasons;

e) if lands located in areas where other aboriginal groups also claim to have rights are identified, then Inuit cannot own these areas until an agreement on the overlap issues with the other aboriginal group is reached;

f) areas that are used by Government for buildings o doing their work should not be identified by Inui and, if they are, they will be negotiated one at a time

g) areas that are used for public purposes like road navigational aids, or public utilities; and lands wher power lines are located should not be identified and if they are, they will be looked at one by one;

h) a 100 foot strip of land that begins at the shoreline and moves inland will not be identified along certain rivers, lakes or the sea coast; and

i) when Inuit identify lands they will try not to identify little parcels of land scattered all over.

18.1.2 This Section says during the land identification negotiations Inuit can identify lands that are known for having carving stone.

18.1.3 This Section says both TFN, on behalf of the Inuit of Nunavut, and the Government of Canada, on behalf of the Queen, have done everything these Sections in this Article say they must do.

18.1.4 This Section says that neither the Government or Inuit can go to court to argue that the Sections in this Article have not been followed for Inuit Owned Lands owned by Inuit when the Final Agreement is ratified.

Article 19: Title to Inuit Owned Lands

Explanation: This Article explains what ownership means and what rights Inuit have as owners of the lands called Inuit Owned Lands. It also describes the details of how Inuit Owned Lands will be surveyed and identified on maps so that everyone knows what lands are Inuit Owned Lands.

There are some words that are used in this Article and have been explained in Section 1.1.1. These words and their meanings have been put in here so you don't have to go back and read Section 1.1.1. These words and their meanings are:

"lands" do not include water, but includes lands that are covered by water onshore or offshore;

"registrar" means the Government official who runs the office that is responsible for keeping the records of who owns what lands and where the lands are in Nunavut;

"specified substances" means stone used for construction, sand, gravel, limestone, marble, clay, carving stone and other similar substances found in the ground that are identified by their scientific names in the 1.1.1 definition of "specified substances" of the Final Agreement.

Part 1: Definitions

19.1.1 In this Article the following words are explained because they have a special meaning in this Article:

"land titles office" means the Government office where all the information about who owns what lands is found; this is the place where people go to find out who owns specific parcels of land. The person who is responsible for keeping the record of who owns specific parcels of lands is the "registrar".

"natural boundary" means a natural landmark used to define a parcel of land, for example a natural boundary used to identify where one person's property ends could be a river;

"property descriptions" means:

a) the maps named *Inuit Owned Lands, Ownership Maps. (Nos. 1 to 237)* or any survey plan or map plan prepared following the rules in Sections 19.8.4 or 19.8.12 that show:

   i) the lands Inuit own when the Final Agreement is ratified; and

   ii) the maps or survey plans or other description that show any other Inuit Owned Lands that Inuit become the owners of after the Final Agreement is ratified;

"significant deposit" means a large enough amount of carving stone the DIO says can be used by Inuit under the rules in Sections 19.9.2 and 19.9.7;

"Surveyor General" is the Government official appointed by the Minister of Energy, Mines and Resources to do all the things the laws say the Surveyor General must do, such as set rules for how surveys of lands must be done.

Part 2: Form of Title

Explanation: This Part explains the kind of legal ownership Inuit have to Inuit Owned Lands. It describes what gets included in ownership of the lands and what gets left out.

19.2.1 This Section says Inuit can own land in either of the two following ways:

a) Inuit own the lands and all that is found on, in or under them, including mines and minerals and specified substances; or

b) Inuit own the lands the gravel, and other materials called specified substances, but not the mines or minerals or the "right to work minerals" (see next Section for explanation).

19.2.2 This Section explains what the term "right to work the minerals" used in 'Sub-Section 19.2.1(b), means. This means even though Inuit own the land, they don't own the minerals or the *right to work minerals.* The minerals will belong to Government and Government will have the power to let a person explore, develop, produce or move minerals found in, on or under the lands but only if the rules that deal with this in Article 21 are followed. Remember this Section applies to where the Inuit own lands without the minerals.

19.2.3 This Section describes the rules people other than Inuit or Government have to follow if they have a mineral claim given by Government on or under Inuit Owned Lands. This Section says it doesn't matter whether Inuit own lands in the way described in Sub-Section 19.2.1 (a) or (b). Either way, a person or company that has one of these mineral claims can take and use any "specified substances" they find while removing and developing the minerals. These "specified substances" can be used for something connected to the mineral project in some way.

No money has to be paid to Inuit to use these specified substances *UNLESS:*

a) money has to be paid according to the rule in Part 7 of Article 21; and

b) if the person or company uses the specified substances for something not related to the mineral project (for example: selling the gravel to someone else).

19.2.4 This Section says that if the person or company has to pay Inuit for use of the specified substances, according to the rules in Section 19.2.3, and if they cannot agree with Inuit on the price, the Surface Rights Tribunal will have the responsibility to solve this problem.

19.2.5 This Section says Inuit Owned Lands include the land covered by water unless the description of the parcel of land says it is not included or where:

a) the bank of the river, stream, lake, or other water body is used as the natural boundary for Inuit Owned Lands or;

b) the Inuit Owned Lands do not completely surround the lake or other water body.

19.2.6 This Section says that Inuit will not own lands in the High Arctic area described in Schedule 19-1. Also, Inuit will not own lands under the sea.

19.2.7 This Section says even though Inuit may own lands that are covered by water (as explained in Section 19.2.5), Government has the right to manage the water and the lands covered by water and use water for public reasons such as:

a) to manage research on wildlife and the lands and waters that wildlife inhabit;

b) to protect and manage use of the waterways for transportation;

c) to protect the waters from being polluted, and

d) to control floods and fight tires.

Part 3: Vesting of **Inuit** Owned Lands Upon Ratification

19.3.1 This Section says immediately when the Final Agreement is ratified the title (legal ownership) to the lands called Inuit Owned Lands will be "vested" with the DIO. This means the DIO keeps the title (legal ownership) of the lands for all Inuit. The lands are equal to or a bit more than the amounts of land described in Schedules 19-2 to 19-7 and the exact boundaries of the lands are shown on the maps called *Inuit Owned Lands, Ownership Maps (Nos. 1 to 23 7).*

19.3.2 This Section says the maps referred to in Section 19.3.1 are the maps that were delivered by TFN and Government together to the registrar on *(date),* 1992.

19.3.3 This Section says TFN and Government will get copies of the maps before they bring them to the registrar.

19.3.4 This Section says that once the registrar has received the maps from TFN and Government, then the registrar will do all the work necessary to show in the records the title to the Inuit Owned Lands is held for all Inuit by the D1O.

Part 4: Future **Inuit** Owned Lands

(Explanation: This part deals with other lands Inuit will own in addition to the lands identified on the maps. Inuit will not immediately own these lands when the Agreement is ratified.)

19.4.1 This Section describes what has to happen before Government will give the surface ownership of the lands described in Part I of Schedule 19-8 to Inuit (these are lands that have sports or tourist lodges or institutions (Part I) located on them). It says these lands will become Inuit Owned Lands six months after:

a) the DIO gives Government a letter from the person with the lease saying the person agrees to have the lease on Inuit Owned Lands; or

b) the lease ends,

whichever happens first. This rule applies as long as the letter is given or lease ends within 2 years of the ratification date of the Final Agreement.

The Section also says lands described in Part II of Schedule 19-8 (lands where the Government's navigational aids and water survey sites are found) will be given to the DIO only when the Government tells the DIO it no longer needs any of these lands. The DIO has to pay the Government for these lands. The price will be the "fair market price". (This term "fair market value" is explained in Article 22.)

19.4.2 This Section says the surface of the land described in Part III, Schedule 19-8, will become Inuit Owned Lands on the date it says in the Schedule or when the DIO has done what it says it has to.

Part 5: Future **Inuit** Owned Lands Status

19.5.1 This Section deals with the surface of lands Inuit will own in Pangnirtung that are described in Schedule 19-9. These lands are now owned by the Bay and Anglican Church. It says these parcels of land in Pangnirtung will become Inuit Owned Lands when the Bay and Church give up these lands. Government will not have to pay anything for the Inuit to get ownership from the Church and Bay.

Part 6: Future Grants to Government

Explanation: This Part deals with parcels of land Inuit are giving to Government for special specific reasons. In some cases, Government will not be given ownership, but will be given an "easement". This is a legal word. This is not the same as owning land, it means Government has the right to go on the lands and use the lands for the reasons Inuit and Government agree to.

North Warning System Microwave Repeater Sites

19.6.1 This Section says the DIO will give to Government the parcels of land Inuit own which are listed in Part I and II of Schedule 19-10. These parcels will be given to Government to be used for the microwave repeater structures. It says:

a) Government will be given full legal ownership to the parcels in Part I of Schedule 19-10; and

b) Government will be given one or two easements on the parcels in Part 11 of Schedule 19-10.

It also says Government will only get the ownership and easements when it gives the DIO the specific locations of the structures and the easement on the Inuit Owned Lands. (Explanation: The "easement" in this Section means, the Inuit as owners of the land will give the Government the right to enter onto the lands, even though Government doesn't own the lands to operate and maintain the microwave repeater structure.)

rth Warning System Resupply Easement

6.26 This Section says the DIO will give Government an easement on the parcels of land owned in and around Hall Lch and Pelly Bay that are described in Part III of Schedule 9-10. It says Government will not have to pay for these easements. It will have the right to travel on these parcels of land in winter to take supplies to the North Warning Systems in "S Shepherd Bay and Lailor Lakes. In order to get this merit,

a) Government and the DIO must come to an agreement about the easement Government will be given; or

b) if they can't reach an agreement, then an arbitrator will make a decision, according to the rules in Article 38, on where the easement will be and how and for what the easement will be used. (For example; a term or condition may limit what time in winter the easement can be used or what type of vehicle.)

Public Easements

19.6.3 This Section says Government will be given easements over the parcels of land listed in Schedule 19-11 when:

a) Government and the DIO come to an agreement on the easement Government will be given; or

b) if they can't reach an agreement, then an arbitrator will make a decision, according to the rules in Article 38, on where the easement will be and how and for what the easement will be used.

The public uses of these easements are explained in Schedule 19-11.

Part 7: Alienation of **Inuit** Title

Explanation: "Alienation" is a word used to describe when a person gives up his or her title (legal ownership) to lands to some one else. This Part explains what rules apply to giving up Inuit Owned Lands.

19.7.1 This Section says, other than what it says in Section 19.7.2. the DIO cannot give away the title (legal ownership) of Inuit Owned Lands to anyone *but* the Federal Government, another DIO, or another group that is identified in the Final Agreement.

19.7.2 This Section gives the DIO the authority to give Inuit Owned Lands in a municipality to the Federal Government, Municipal Corporation or Territorial Government, if the DIO wants to.

19.7.3 This Section says the rules in Sections 19.7.1 and 19.7.2 do not stop the DIO from leasing (renting for a long term) or giving licences to others to live or use Inuit Owned Lands or giving other rights to the lands that are less than ownership rights to others.

Part **8:** Property Descriptions, Surveys and Boundaries

Descriptive Map Plans (Maps)

19.8.1 This Section says Government will have to make maps, called descriptive map plans. These maps will be ready within 2 years of the ratification date of the Final Agreement. The DIO or Inuit will not have to pay anything to have these maps prepared. These maps will show the Inuit Owned Lands that Inuit have legal ownership as of the day the Final Agreement is ratified. The lands that will become Inuit Owned Lands in the future, according to the rules in Section 19.4.1, will also be shown on these maps. Only the lands that do not have to be surveyed and are not surveyed will be on these maps.

19.8.2 This Section explains what will be on these maps. It says that written descriptions of the boundaries of the parcels of Inuit Owned Land will be on the maps. The scale of the map cannot be less than 1 inch:250,000 inches. This means 1 inch on the map represents 250,000 inches of the real area being shown on the map.

19.8.3 This Section says the boundaries of Inuit Owned Land in municipalities will be described on the maps using a scale of 1 inch:2000 inches (1 inch represents 2000 inches of the real area) or on the maps using no less than a scale of 1 inch to 50,000 inches.

19.8.4 This Section says after the DIO and Government look the maps over and approve them, together, they will bring the maps to the registrar. The DIO will not have to pay for any of this. Once these are delivered to the registrar, these maps will be the only parcel descriptions. What this means is people will have to look at only the maps to see where and what Inuit Owned Lands are. Any earlier descriptions given to the registrar about these parcels will be replaced by these maps.

19.8.5 This Section describes the next step taken after the registrar is given the maps by the DIO and Government. It says the Minister has to give the registrar a document that says Inuit now have the title (legal ownership) to both the lands Inuit become owners of the day the Final Agreement is ratified and the lands Inuit will be given after the Final Agreement is ratified that are described in Section 19.4.2 (a). This document from the Minister will be all that is necessary for Inuit to prove to the registrar that they own the land. The registrar cannot ask for further proof of Inuit ownership of these lands.

19.8.6 This Section says the document given by the Minister under Section 19.8.5 will include any qualifications on ownership that are in the Final Agreement. (For example, it will say whether there is an easement on Inuit Owned Land)

19.8.7 This Section explains the next step after the registrar gets the Minister's document. It says the DIO that keeps the legal title for all Inuit can give the registrar a written

document that says another DIO also has authority over the lands. This only applies if another DIO is given legal control over the lands.

Surveys

19.8.8 This Section says most Inuit Owned Lands will not need to be surveyed to figure out where the boundaries of the parcels are. There are some parcels that will need to be surveyed. Those parcels are:

a) where there is a disagreement over the boundary involving another land owner or person with rights in the land; if the DIO and Government agree, the Government will do a survey;

b) if, for any reason, Government wants to do a survey of boundaries it can;

c) the boundaries of the parcels of lands that will not be included in Inuit Owned Lands are described in Schedule 19-12. Government has to complete these surveys within one year of the Final Agreement's ratification; and

d) the boundaries of Inuit Owned Land in municipalities that are described in Schedule 19-13; these surveys have to be completed by Government within 3 years of the date the Final Agreement is ratified.

19.8.9 This Section says the Federal Government will pay for all the survey costs done under Section 19.8.8. It does say where there is a land owner whose property is next to Inuit Owned Lands, the Government can make the land owner pay some of the costs.

19.8.10 This Section explains who pays for surveys, when needed, if the DIO decides to either divide up a parcel of Inuit Owned Lands into smaller parcels or lease (rent for a long-term) part of a parcel of Inuit Owned Lands. When surveys have to be done, the Government will not have to pay for these surveys.

19.8.11 This Section says any surveys under Section 19.8.8 will be done according to the rules set out in the federal law called the *Canada Lands Survey Act.* The people doing the surveys will follow the instructions given by the Government official who is responsible for surveys in Canada. This person is called the Surveyor General.

19.8.12 This Section says after the survey is done for Inuit Owned Lands, the DIO and Government will sign the plan of the survey. The plan will show exactly where the boundaries are located. A signed plan will be given to the registrar; and will replace whatever was there before that was used to describe the boundary.

Natural Boundaries

19.8.13 This Section says generally, where the boundaries of Inuit Owned Lands run along waters, the actual boundary will be the ordinary high water mark. This rules will not apply if the parcel description says it does not. The "ordinary high water mark" is explained in Section 1.1.1. and means the part of the land where the bed of the river, lake, stream or other body of water meets the land.

19.8.14 This Section explains what happens if natural boundaries change. Even though Sections 19.3.1, 19.8.4 and 19.8.12 say what exactly will be used as the description of where and what Inuit Owned Lands are, overtime the natural boundaries, such as water routes, will move around because of erosion or accretion. Erosion means when the land and rocks get worn away because of water, ice, wind, or something else in nature. Accretion is really the opposite of erosion. It is when land gets added by nature, for example water carrying sand, soil, or mud leaves it in a deposit along the water route. So, things like erosion and accretion, the natural boundaries get changed by nature.

19.8.15 This Section says if there is a survey done on Inuit Owned Lands and the natural boundary is not clear, the Surveyor General will have the power to place markers on the land to show where the boundary is suppose to be.

19.8.16 This Section says where Inuit Owned Lands are located next to the Nunavut boundary, any land within 100' feet of the Nunavut boundary will not be Inuit Owned Lands. The only exception is if the Nunavut boundary is a bank of a river or lake. A bank of a river or lake can be used to clearly mark out the Inuit Owned Land within Nunavut.

Subsurface Boundary Disputes

Explanation: The next 3 Sections deal with boundary disputes that are connected to lands where Inuit own both the surface and subsurface (the minerals).

19.8.17 This Section explains what rules apply when there is a dispute over the boundaries of mineral claims where one claim or both are found on Inuit Owned Lands. The dispute will be settled following the rules of the federal regulations called the *Canadian Mining Regulations.*

This Section only applies if one of the mineral claims involved in the boundary dispute;

a) exists on the day the Final Agreement is ratified; or

b) becomes a mineral claim after the Final Agreement is ratified but comes from a prospecting permit that exists on the day the Final Agreement is ratified.

19.8.18 This Section says the same rules used to settle boundary disputes for mineral claims under Section 19.8.17 will be used to settle boundary disputes described in this Section. These are disputes between a legal interest created by the DIO on Inuit Owned Lands and either a mineral claim that exists on the day the Agreement is ratified or after that day, if the claim comes from-a prospecting permit that exists on that day. (For example a legal interest created by the DIO may be a mineral claim given by the DIO not by Government).

19.8.19 This Section explains what the registrar will do when the he or she receives a decision made on a boundary dispute described in Sections 19.8.17 and 19.8.18. The registrar will make sure these changes to boundaries are shown on the parcel descriptions, maps and other documents in the files.

Part 9: Rights to Carving Stone

Explanation: This Part explains the rights of DIOS and Inuit to carving stone found on Government-owned lands in Nunavut.

19.9.1 This Section says after the Final Agreement is ratified Government will have to tell the DIO about any deposits of carving stone found on lands owned by Government.

19.9.2 This Section says after the Final Agreement is ratified, the DIO will have the right to:

a) get the *only* lease to remove important deposits of carving stone; or

b) get legal ownership (title) to lands where there are important deposits of carving stone, if the DIO trades other Inuit Owned Lands for these lands.

The lands acquired under Sub-section (b) will become Inuit Owned Lands.

This Section says if rights have been given to someone or a company on Government-owned lands where carving stone is found, these rights have to be considered and reflected in what the DIO is allowed to do.

19.9.3 This Section explains what happens when the DIO and Government cannot decide on what lands Inuit will trade to get the lands with carving stone. An arbitrator, according to the rules in Article 38, will have to make the decision.

19.9.4 This Section says any Inuk will have a legal right to remove 50 cubic yards of carving stone from Government-owned lands each year, without a permit as long as:

a) this doesn't cause significant damage; and

b) if there is another person with another type of legal interest, such as an outfitter's lodge licence and land lease for the lodge, that there is no significant interference with the right of this person to enjoy the land and to continue to do what was planned for the land.

(Explanation: One cubic yard is about the size of kitchen stove so this means that each year an Inuk could remove carving stone from Government-owned lands up to the maximum of the size of about 50 kitchen stoves.)

19.9.5 This Section explains what happens if there is a dispute between a DIO and a person with rights to explore and use minerals. The DIO with the right to remove carving stone from Government-owned lands and the person, with the right to explore and use minerals, will go to the Surface Rights Tribunal. The Tribunal will have to solve the problem. (Explanation: The Surface Rights Tribunal is explained in Part 7 of Article 21.)

19.9.6 This Section says only a DIO, not a person, can get a permit from Government to remove carving stone from Government-owned lands and give it away or sell it for carving uses.

19.9.7 This Section sets out a rule about carving stone in National Parks. It says before a National Park is set up in Nunavut, the Government agency responsible for the National Park will do a study, when asked by Inuit in the community. This study will identify where, how much, and what kind of carving stone is in the proposed park. If Inuit ask, the Government will try to redo the boundaries to make sure large deposits of carving stone and routes used to get to the carving stone are not within the proposed park.

19.9.8 This Section says the rights of a DIO will have to get the only lease to remove carving stone, the right of an Inuk to take 50 cubic yards of carving stone each year, the power of the Tribunal to settle disputes and other rights and rules described in Sections 19.9.1 to 19.9.7 will *NOT* apply in National Parks. It says Inuit can take carving stone from a National Park as long as the rules in the IIBA (Inuit Impact and Benefits Agreement) are followed. It also says unless Inuit receive permission, power tools or explosives cannot be used to remove carving stone in a National Park.

19.9.9 This Section says the rights described in Section 19.9.2 (the DIO's right to get the only lease to significant deposits or trade lands for the lands with large carving stone deposits) and Section 19.9.4 (an Inuk's right to remove 50 cubic feet of caring stone from Government-owned lands each year) will only apply to Territorial Parks and Conservation Areas if these rights are provided for in an Inuit Impact and Benefits Agreement.

Part 10: Municipal Land Development Costs

19.10.1 This Section says the DIO will pay the Territorial Government for the development costs on the parcels of Inuit Owned Lands in municipalities described in Schedule 19-14. The amount of money that has to be paid to the Territorial Government is listed in Schedule 19-14. The DIO has to pay these amounts when development is allowed to go ahead on these parcels.

Part 11: Condition of Vesting

19.11.1 This Section says when Inuit become the legal owners to the lands described below, the Government will not have to pay Inuit for any costs, loss or damage to the lands. The lands are:

a) the parcel of Inuit Owned Land on Melville Peninsula with the things left behind or made by Borealis Exploration Ltd., this parcel is identified on the maps as RE-28/460,P; and

b) the parcel of Inuit Owned Land in Lake Harbour that was used by the RCMP when it was an old RCMP post; this parcel is known as Lot 52, Plan 737.

Schedules to Article 19

The details of Schedules 19-1 to 19-14 have not been explained here. Please refer to these Schedules in the Final Agreement for the details. What is provided below is an very brief explanation of what each schedule will discuss.

Schedule 19-1 (Section 19.2.6)

This Schedule describes the area that will never be Inuit Owned Lands. This area is found in the High Arctic Islands.

Schedule 19-2 (Section 19.3.1)

This Schedule describes how much land Inuit own, the surface and subsurface, in the North Baffin Land Use Region.

Schedule 19-3 (Section 19.3. 1)

This Schedule describes how much land Inuit own, the surface and subsurface, in the South Baffin Land use Region.

Schedule 19-4 (Section 19.3.1)

This Schedule describes how much land Inuit own, the surface and subsurface, in the Keewatin Land Use Region.

Schedule 19-5 (Section 19.3.1)

This Schedule describes how much land Inuit own, the surface and subsurface, in the Kitikmeot East Land Use Region.

Schedule 19-6 (Section 19.3.1)

This Schedule describes how much land Inuit own, the surface and subsurface, in the Kitikmeot West Land Use Region.

Schedule 19-7 (Section 19.3.1)

This Schedule describes how much land Inuit own, the surface and subsurface, in the Sanikiluaq Land Use Region.

Schedule 19-8 Future **Inuit** Owned Lands

Part I (Section 19.4.1.(a))

This Schedule identifies the parcels of lands where there are existing sports or outfitters lodges or institutions located that will become Inuit Owned Lands following the rules in Section 19.4.1.

Part II (Section 19.4. l(b))

This Schedule identifies the parcels of land where Government's navigational aids or water survey sites are located. These lands will become Inuit Owned Lands following the rule in Section 19.4.1.

Part III (Section 19.4.2.)

This Schedule describes parcels of land where companies have leases from Government that allow them to use and occupy the lands. These parcels will become Inuit Owned Lands in the future following the rule in Section 19.4.2.

Schedule 19-9 Future **Inuit** Owned Lands Status (Section 19.5.1)

This Schedule describes the two parcels of land owned by the Bay and Anglican Church that will become Inuit Owned Lands.

Schedule 19-10 North Warning Systems

The Parts in this Schedule describe what parcels of land Government will own in the future. These parcels are found on Inuit Owned Land. The parts also describe where Government will get an easement and for what purpose it will use the easement.

Part I (Subsection 19.6.1.(a))

This Part identifies the parcells of land Government will own. It will use these lands to set up microwave repeater sites.

Part II (Subsection 19.6. l(b))

This Part identifies the parcels of Inuit Owned Lands on which Government will get up to two easements.

Part III (Subsection 19.6.2)

This Part describes what parcels will be affected by the easements Government will get for a winter resupply route for the North Warning System. The parcels are located between Lailor Lakes and Hall Beach and between Pelly Bay and Shepherd Bay.

Schedule 19-11 Public Easements (Section 19.6.3)

This Schedule describes the general location of the easements Government will get to go on to Inuit Owned Lands and what Government must use the easements for.

Schedule 19-12 Parcels Excluded From **Inuit** Owned Lands To be Surveyed Within One Year (Subsection 19.8.8(c))

This Schedule lists the lands to be surveyed by Government within one year of the day the Final Agreement is ratified.

Schedule **19-13** Lands Within Municipalities To Be Surveyed Within 3 Years (Sub-Section 19.8.8.(d))

This Schedule lists the Inuit Owned Lands in the municipalities that must be surveyed within 3 years of the date the Final Agreement is ratified.

dule 19-14 Municipal Lands Development Costs
tion 19.10.1)

is schedule identifies the parcels of land in the nicipalities that Inuit own. It also lists how much the elopment costs are that the DIO has to pay to the ritorial Government when development is allowed to go d On the parcels.

Article 20: **Inuit** Water Rights

Explanation: This Article deals with rights Inuit have to water in Nunavut. It describes what these rights are, what limitations there are on these rights and what happens if Inuit rights to water are affected in a bad or harmful way by project developments.

Part **I:** **Inuit** Water **Rights**

20.1.1. In this Article there are special meanings given to the terms listed below:

"geothermal resources" means steam, water or water vapour that is heated up in the earth and all the things that are also dissolved in the steam, water or water vapour when it gets heated up (an example of a geothermal resource would be a hot spring);

"uses of water" includes using water for power and geothermal resources.

Part **2:** Rights of **Inuit**

20.2.1. This Section says any rights that a the DIO has in this Article are for the benefit of all Inuit.

20.2.2 This Section says only Inuit have the right to use the water on, in, or flowing through Inuit Owned Lands. This rule will not apply where it says something else in the Final Agreement or in the descriptions of the parcels of Inuit Owned Land.

20.2.3 This Section says despite what Section 20.2.2. says, any water use on Inuit Owned Lands has to follow the rules in Article 13 (the water management provisions).

20.2.4. This Section says other people must not affect the quality of the water or the amount of water that flows through Inuit Owned Lands. This rule applies as long as Section 20.5.1 is also followed.

Part **3:** Compensation

20.3.1 This Section says no development project or activity will be allowed to do serious damage to the water or change the flow or amount of water flowing through Inuit Owned Lands in a large way except if the rules in this are followed. The first rule is the Nunavut Water Board (NWB) *cannot* allow this type of projector activit y to go ahead *unless* there is an agreement between the DIO and the developer. This agreement will pay Inuit for any damages caused by any change in the quality of the water, its flow or amount. The second rule is the NWB can approve this type of project if there is no agreement by following the rule in Section 20.3.2.

20.3.2. This Section explains what happens if the DIO and developer cannot reach an agreement. It says the DIO and developer will negotiate these agreements, explained in Section 20.3.1, to compensate Inuit. It says the DIO and developer will negotiate and work hard to come to an agreement. If they can't come to an agreement, then either the developer or DIO can ask the NWB to decide what& "compensation" (payment) for Inuit should be. It says once this decision by the NWB is made it must be followed by the DIO and developer.

20.3.3 This Section says if the NWB is making a decision on compensation, according to Section 20.3.2, the NWB has to consider the following things:

(a) the harmful effects of any changes to the water on Inuit Owned Lands and on the people who Own or use the lands;

(b) any disturbance, inconvenience, or noise that is caused by any change in the quality, amount or flow of water to the people or group affected by any change;

(c) the harmful effects of any change in the quality, amount or flow of water when combined with the other water uses taking place;

(d) the overall effect of any change in the quality and amount of water and its flow of this and all other water uses that have been approved;

(e) how the culture ties Inuit to the lands and waters and how a change to the water caused by a project may affect Inuit culture;

(f) how the special value of Inuit Owned Lands, including the water, may be affected by these changes to the water; and

(g) how the project will interfere with rights Inuit have.

20.3.4. This Section says unless the DIO and developer agree to something else, any decision made by the NWB about compensation will require the developer to make the payments over time, not all at once. Also the decision will require the project to be reviewed over time. Both the payments and reviews can be changed by the NWB if, over time, it is necessary. Any money the DIO has to spend to negotiate an agreement or to have the NWB make a decision will be paid back to the DIO by the developer unless the NWB says differently.

Part 4: Projects Outside **Nunavut**

20.4.1 This Section explains what happens if there is a project proposed outside of Nunavut but in the NWT. If it is believed this project will affect the quality and amount of the water flowing through Inuit Owned Lands, the project can only be approved according to the rules in this Section. The first rule is that the developer has to reach an agreement with the DIO for any damages or losses Inuit suffer from any changes to the quality, quantity or flow of water that maybe caused by the project. The second rule says the NWT Water Board can approve the project, if there is no agreement and the rule in Section 20.4.2 is followed.

20.4.2 This Section says the developer and DIO must work together to reach an agreement on what Inuit will get to

their damages or losses caused by any changes to the resulting from the project. If the developer and DIO not reach an agreement, the NWB and NWT Water Board will make a decision together about what the developer must pay to compensate Inuit. This decision has to be followed by the developer and DIO. The rules in Sections 20.3.3 and 20.3.4 have to also be followed when making the decision. If the NWB and the NWT Water Board can't agree, then a judge will make the decision.

20.4.3. This Section says despite what the rules in Section 20.4.1 say, the water authority in the NWT can approve the project when the compensation for the project is being decided together by the NWB and NWT Water Board, as explained in Section 20.4.2.

Part 5: Savings

20.5.1. This Section says the NWB has the authority to approve water uses in Nunavut. It must follow the rules on compensation in this Article.

20.5.2. This Section says nothing in this Article can be interpreted as taking away or adding conditions, including costs, to rights to water use, public travel by water and other uses that are described in the federal law called the *Northern Inland Waters Act.*

20.5.3. This Section says a developer does not have to ask the DIO if it can use water on Inuit Owned Land if the NWB says the developer can use the water. *But* the developer would have to pay compensation according to the rules in Sections 20.3.2. to 20.3.3. This Section also says existing Inuit water uses will have a priority over the developer's water use for water in Inuit Owned Lands.

20.5.4. This Section explains that even though a developer has a right to use water, the developer may still have to get the DIO's agreement to go onto the land. This is called a right of way. This means the developer would have a right to go onto the land. This Section also says the developer may have to pay compensation to get this right of way to go onto Inuit Owned Lands.

20.5.5. This Section says that none of the rules in this Article can stop a person from harvesting wildlife in rivers and lakes as is provided under the rule in Section 21.3.3.

Part 6: Application

20.6.1 This Section explains that Section 20.2.4., Parts 3 and 4 apply where the water (a river or lake) is not entirely on Inuit Owned Lands but is a natural boundary between Inuit Owned Lands and other lands.

Part 7: Standing

20.7.1 This Section says a DIO can go to court to ask the court to make a decision about a person's right to use water in Nunavut or change its quality, the amount, or flow.

Article 21: Entry and Access

Explanation: This Article explains the rights people and Government have to go onto Inuit Owned Lands and the rights Inuit have to go on to lands that are owned by Government.

Part I: Definition

21.1.1 This Section explains the meaning of words and terms used in this Article. The words and terms are:

"foreshore" means the land that lies between the edge of the water and the ordinary high water mark. (Explanation: when the water reaches its ordinary high water mark there will be no foreshore because the edge of the water will be at the ordinary high water mark);

"navigable" is used to describe a lake, river or other water body that a boat can travel on;

"surface rights" when it is used in Section 21.7.11 means:

a) the rights a person has to land but not the minerals; or

b) the rights a person has to the minerals called "specified substances" (stone used for construction, sand, gravel, limestone, marble, clay, carving stone and other similar substances found in the ground that are identified by their scientific names in the Section 1.1.1 definition of "specified substances").

"third party interest" when it is used in Sections 21.7.1 to 21.7.6 means a right given to a person under either of the laws called the *Territorial Lands Act* or *Public Lands Grants Act* such as land use permits, prospecting permits, but it does not include a licence to prospect when dealing with Inuit Owned Lands where Inuit own the surface and minerals (explanation: a prospecting licence and prospecting permit are not the same thing. A licence to prospect means a person can go anywhere in Nunavut that has not had a claim or permit issued for it to look for minerals; a prospecting permit is something more specific - it covers a specific parcel of land and allows only the person and people with the permit to do more extensive exploration for minerals on that parcel according to government laws and rules);

"use of water" includes the use of water to make electrical/hydro power.

Part 2: Access Only with Consent

21.2.1. This Section explains the general rule. The rule is that a person cannot come onto, cross or stay on Inuit Owned Lands unless the DIO agrees or they are allowed to according to some other Section of this Article or the Final Agreement.

Part 3: Public Access

Explanation: This Part deals with the rules the public has to follow when it goes on or crosses Inuit Owned Lands. In this Article, "public" means non-Inuit. Inuit have the right to go onto these lands because they own them. Non-Inuit people have to follow these rules.

21.3.1. This Section says the public has the right to go onto the 100-foot strip of Inuit O wned Land that runs next to the sea coast or "navigable" water (see definition above for "navigable"). The public can go onto this 100-foot strip next to these waters if they are traveling by water and need to stop or if they are using the strip for a recreation purpose such as camping overnight.

21.3.2. This Section says a person who is using the 100-foot strip, as described in Section 21.3.1, may also harvest wildlife for non-commercial reasons. The person can do this as long as the person follows the rules in Article 5 and the laws of general application ("laws of general application" are defined in Section 1.1.1.).

21.3.3. This Section says a person may harvest wildlife in the waters described in Section 21.3.1 - the "navigable waters". The person can do this as long as the rules in Article 5 and the laws of general application are followed.

21.3.4. This Section says a person

a) who is using the 100-foot strip, according to the rule in Section 21.3.1; or

b) harvesting wildlife on the 100-foot strip, according to the rule in Section 21.3.2,

cannel carry on any development activity. The person can only set up a camp if it is for casual or temporary use on the 100-foot strip.

21.3.5. This Section says where the DIO needs "exclusive possession" which means no one else can enter the lands, the Government can take away the public's right if the Inuit agree. Those rights are the public's right to use the 100-foot strip (Section 21.3. 1); the public's right to harvest on the 10O-foot strip (Section 21.3.2); and the right to cross Inuit Owned Lands (Section 21.3.9).

21.3.6. This Section says if the DIO and Government can agree the non-Inuk's right to harvest described in Section 21.3.3 can also be removed.

21.3.7. This Section explains who can come onto Inuit Owned Lands during election campaigns. It says a candidate for public office, a Member of Parliament, the Legislative Assembly or the municipal or regional Government or a person or people with any of these people can come onto Inuit Owned Lands.

21.3.8. This Section says when there is an emergency the public can come onto and stay on Inuit Owned Lands.

21.3.9. This Section says the public can cross Inuit Owned Lands for personal and casual travel. This means crossing Inuit Owned Lands to go to work or to get to another place for recreation, such as camping. If the DIO makes a route for the public to be followed, the public will use the route to cross the lands whenever it can. "Crossing" the land

means the person can make stops if necessary while in the process of crossing over the land.

21.3.10. This Section says the public will have a right to travel along the easement described in Schedule 21-1 according to the rules described in Schedule 21-1. This easement is located near the Kingnait Pass. An "easement" means Inuit, as owners of the land, will give the public a right to enter onto the lands, even though Government doesn't own the lands, for public transportation reasons.

21.3.11. This Section says people who are doing research for public use, with the DIO's permission, will:

a) have the same rights of access to Inuit Owned Lands that Government people have; or

b) have a right of access, according to the DIO's rules, which can include rules and requirements, but not a requirement to pay money to get access to the land.

21.3.12. This Section says the rights of access described in this Part can only be exercised if:

a) there is no significant damage caused;

b) there is no careless damage or damage done on purpose; and

c) it does not significantly interfere with Inuit use of the land.

21.3.13. This Section says a person who uses the rights under this Part will be:

a) responsible for any damage caused to the land; and

b) considered a trespasser (a person on the land without permission) and may be removed if the rules in this Article are not followed.

21.3.14. This Section says the DIO cannot make the public pay money or follow any rules, other than what is provided in this Part, when the public is using its rights of access described in this Part.

Part 4: Milne Inlet Tote Road Public Access Easement

21.4.1. This Section says the public has a right of access on the easement as described in Schedule21 -2. This easement is located along the Milne Inlet Tote Road. (Explanation: "easement" is explained in Part 6 of Article 19.)

Part 5: Government Access

21.5.1. This Section describes the general right of access Government has to Inuit Owned Lands. It says Government employees; people doing contracts for Government or representing Governments; the RCMP; and Canadian Forces have a right to enter, cross and remain on Inuit Owned Lands to do their Government work.

21.5.2. This Section says if the Government, RCMP or Canadian Forces continue to use or stay on Inuit Owned Lands for more than two years, then the DIO can ask the Government to buy an interest in the land. For example: Government would have to rent the land from the DIO.

21.5.3. This Section says the people doing work for the groups described in Schedule21 -3 have the right to go onto, cross and stay on the area identified. They must only do the work described in Schedule 12-3 while in the area.

21.5.4. This Section says when using the rights of access given to Government under Sections 21.5.1 and 21.5.3, the rules in Sub-Section 21.3.12(b) and Section 12.3.13 have to be followed.

21.5.5. This Section says if Government, when it exercises its rights of access in this Part, thinks it could cause significant damage to the land or significantly interfere with Inuit use of the land, then Government will consult with the DIO. Government and the DIO will try and reach an agreement about how Government will exercise its rights. If no agreement is reached, then a decision will be made by the Arbitration Board, under Article 38. The Board will decide how the rights will be exercised. This Section does not apply to the activities listed in Schedule 21-4. (Explanation: for an explanation of "arbitration" and the "Arbitration Board", see Section 38.1.1.)

21.5.6. This Section describes what has to be considered when deciding how the rights of access will be exercised under Section 21.5.5. The things that have to be considered are:

a) any environmental protection measures have to follow the provisions of the Final Agreement;

b) information about the activities and other matters is given; and

c) where and when access rights will apply and for how long access is given.

21.5.7. This Section says Government workers will need access to Inuit Owned Lands to manage and research wildlife. This Section says, despite what it says in Section 21.5.1, Government workers will have to get the approval of the NWMB. Before this, the NWMB will consult with the RWO, to get access to Inuit Owned Lands. (This approval may be a general rule rather than each instance requiring permission.)

21.5.8. This Section says Government will not have to provide a "security bond" to use its rights of access under Section 21.5.1. It may have to pay a "security bond" if the law says it must. (Explanation: a "security bond" is a deposit of money made in advance in case there is any loss or damage.)

21.5.9. This Section says if a person, who is using the right given under Section 21.5.1, causes damage to Inuit Owned Lands, Government will negotiate with the DIO about compensation. If Government and the DIO cannot agree, then the Arbitration Board will decide how much Government is responsible for and how much compensation it will pay to Inuit. The Arbitration Board will make its

decision according to Article 38.

21.5.10. This Section says Department of National Defence ("DND") does not have any-more rights of access to Inuit Owned Lands for its military exercises, than it has to privately-owned lands elsewhere in Canada. This Section explains that this Section wins out over Sections 21.5.11 and 21.5.12.

21.5.11. This Section says the Minister of National Defence can give permission to Canadian Forces to go onto Inuit Owned Lands, according to Section 257 of the federal law called the *National Defence Act*. The Minister is allowed to do this despite what the other Sections of the Final Agreement say. The Minister must still follow the rule in Section 21.5.10.

21.5.12. This Section says DND will negotiate an agreement with the DIO dealing with terms and conditions of the Canadian Forces access to Inuit Owned Lands. This is for other types of access to Inuit Owned Lands not covered in Section 21.5.11. The DIO can never make DND pay for the use of the land.

21.5.13. This Section says DND will give people in communities advance notice, in Inuktitut, about any military exercise planned to take place.

21.5.14 This Section explains that the DIO cannot make Government or the public pay to use the rights of access to Inuit Owned Lands provided in this Part, except for access according to Section 12.5.2.

21.5.15 This Section says when the word "Government' is used in this part of the Final Agreement, it includes the Municipal Corporations.

Part 6: Sand and Gravel

21.6.1. This Section says even though Sub-Section 19.2. 1(b) says Inuit own sand and gravel, if Government needs sand and gravel or other similar construction materials from Inuit Owned Lands, it can get it. If the DIO refuses to give Government permission to take the sand, gravel or other materials, the Government may apply to the Surface Rights Tribunal for an "entry order". This "entry order" would allow Government to take the sand, gravel or other material. (Explanation: The Surface Rights Tribunal is explained in Part 8.)

21.6.2 This Section says the Tribunal can only give an entry order if it decides the following:

a) the materials Government wants to take are needed for a public purpose; and

b) there is no other supply easily available.

If the Tribunal decides (a) or (b), it *must* issue an entry order.

21.6.3 This Section says if the Tribunal decides to give Government the entry order, Government has to pay the DIO for the materials it takes. The Government will have to pay the DIO for the materials the greater one of the two payment listed below:

a) $1.00 per cubic metre plus an amount to cover the inflation for the time period between the date of ratification of the Final Agreement and when the material is removed; or

b) the royalty rate that Government makes people pay for these materials when they take these materials from Government lands.

21.6.4 This Section says the Tribunal will also decide how much Government will pay as compensation to get access to the materials and the terms and conditions of the access. When the Tribunal is deciding how much compensation Government will pay, it will follow the rules in Section 21.8.3. When the Tribunal is following Section 21.8.3, it will not count the money Government has to pay for the materials under Section 21.6.3 or for an entry fee, if the law says one is to be paid.

21.6.5. This Section says the entry order given by the Tribunal will also include terms and conditions which are meant to limit the damage and interference by Government to Inuit use of the land. The entry order will also include a condition that requires Government to fix up the site.

Part 7: Third Party Access

Existing Interests

21.7.1. This Section describes what third party interests continue to exist on Inuit Owned Lands. It says:

a) third party interests in the land but not the minerals, or

b) third party interests in specified substances,

that existed before title (legal ownership) to Inuit Owned Lands was held by the DIO, will continue to exist on the Inuit Owned Lands. They will continue according to the terms and conditions they had to follow before the DIO held title to the lands. The only difference would be that the third party with the interest in the lands or specified substances will have to pay the DIO, since it owns the lands, whatever the law required the third party to pay Government. This was payment by the third party to use the lands and the specified substances. Also, the DIO will have to do anything Government would have had to do.

21.7.2 This Section says any third party interest in minerals located on Inuit Owned Lands continues to exist, if it existed on the day the DIO got legal ownership of the land. The third party interest continues as if the Government owned the land. This means the third party will continue to pay Government what the law requires it to pay to take or use the minerals. Given the Inuit own the land and minerals, the Government will give the DIO the money it is or must be paid. Also, the Government will have to have the DIO's

proval to have any law apply to Inuit Owned Lands if that lessens the DIO's rights in any way.

21.7.3 This Section says these third party mineral interests described in Section 21.7.2 will be administered by Government, according to the laws, as if the Government owned the lands. These laws will only apply to third party interests on Inuit Owned Lands where the DIO and third party do not have an agreement to have the DIO administer the interest. When Government is informed of this agreement between the DIO and third party, the laws will no longer apply to this third party interest. Then the DIO will be responsible for administering the interests.

21.7.4 This Section says, following the rule in Section 21.7.5, all the powers referred to in Section 21.7.2 that affect the DIO, as the land owner, will be carried out by Government. Government will continue to consult the DIO when it is carrying out these powers.

21.7.5 This Section says if the law lets Government reduce the amount of royalty that a third party has to pay or not make the third party pay any royalty for a period of time, then Government cannot do this without the written approval of the DIO. This rule only applies to third party interests as described in Section 21.7.2.

21.7.6 This Section says if a third party with an interest as described in Section 21.7.2 is required by the law to give Government any information, that information will also be given to the DIO, if the DIO needs the information to:

a) prove what a third party has paid or will have to pay to Government for permission to use or take minerals; or

b) participate in any consultation with Government about any third party interests on Inuit Owned Lands, as provided for in this Article. (For example: the consultations under Section 21.7.4.)

21.7.7 This Section says anv information the DIO gets under Section 21.7.1 cannot be" given to the public. This information is confidential.

Exercise of Rights respecting Minerals

21.7.8 This Section says an "operator", which is a developer with rights to explore, remove and develop minerals, has to follow the rules in the Final Agreement when using its rights on Inuit Owned Lands.

21.7.9 This Section says a person who has a prospecting licence or permit to explore for minerals, may go onto Inuit Owned Lands if the DIO approves. The DIO will approve any request if the person does the work according to the rules in a code which is described in Section 21.7.10.

21.7.10 This Section says for Section 21.7.9, the DIO will develop a rule book called a code. This code will explain how people can get access to Inuit Owned Lands to explore for minerals with a prospecting licence or permit. This code will be given to Government and mining companies to review. This code will come into effect when the DIO and Government approve it. The code cannot make people who wish to prospect reveal information that is confidential for business reasons.

21.7.11 This Section explains that an operator cannot use its rights described in Section 21.7.8 until the operator has been given the approval of the DIO to exercise rights to the surface which Inuit own. If the operator is not able to get the DIO's approval to go onto Inuit Owned Land, the operator can ask the Surface Rights Tribunal for an entry order. This rule doesn't apply to operators who are using their rights they have under Sections 21.7.1 or 21.7.9. (See Part 8 for the explanation of "entry orders".)

21.7.12 This Section deals with the rules a person, with a right to prospect for minerals, has to follow when asking the Surface Rights Tribunal for an entry order. It says that the person has to make a separate application for each parcel of Inuit Owned Land that the person wants to go onto. In other words, if there are five parcels, the person cannot make one application for an entry order to cover all five parcels. The person would have to make five separate applications to the Tribunal-one for each parcel. The Tribunal is required to respect the person's need to have information treated confidentially.

21.7.13 This Section deals with people who have no other right of access to Inuit Owned Lands in the Final Agreement and have rights to explore, remove and develop minerals on lands that are not Inuit Owned Lands. [t says if these people need access to Inuit Owned Lands to use these rights, then the rules in Part 8 apply to them if the Tribunal decides that this access is needed.

Other Commercial Purposes

21.7.14 This Section says if the DIO agrees to let a third party cross Inuit Owned Lands for a commercial purpose but it cannot agree on the price the third party has to pay to cross the lands, the Surface Rights Tribunal will decide how much has to be paid.

21.7.15 This Section deals with other people not yet covered in this Article. If any other person not covered under this Article needs to get access across Inuit Owned Lands for commercial purposes, the person will be allowed to cross Inuit Owned Lands if the DIO approves. If the DIO does not approve, an arbitration panel can be asked to make a decision. If the arbitration panel, after 30 days of receiving the request, decides that:

a) the person has tried to negotiate with the DIO for 60 days or more,

b) the access the person needs to Inuit Owned Lands is necessary for the person's commercial purpose and there is no other route that is practical, in terms of actually crossing the land or the cost of crossing the land, and

c) the route the person will take will lessen any damage and interference with Inuit use of the land,

then, based on these findings of the arbitration panel, the Tribunal can issue an entry order according to the rules in Part 8. The entry order will include terms and conditions to lessen any damage and interference with Inuit use of the land.

Part 8: Surface Rights Tribunal

Establishment and Authority

21.8.1 This Section says the DIO has the right to make Government set up a Surface Rights Tribunal in Nunavut and keep it running. It says this Surface Rights Tribunal will be independent of Government, in other words not controlled by Government. This Section outlines the duties of the Tribunal. They are:

a) to issue entry orders to operators to use and occupy lands, in order to do their work, for a certain amount of money, (called an entry fee) that is to be paid to the owner of the land; the amount of money that has to be paid will be stated in a law dealing this;

b) to hold hearings to decide what compensation will be paid to the person owning the surface rights, which means the land and specified substances but not the minerals;

c) to review from time to time the level of compensation that is being paid under an entry order;

d) to stop an entry order, if after a hearing it is decided the lands are no longer being used for the purpose that was approved by the Tribunal; and

e) to do anything else the Tribunal is required to do under the Final Agreement or in Government laws.

21.8.2 This Section says the DIO will not have to pay any costs of operating the Tribunal, where the DIO owns-the surface (the lands and specified substances and not the minerals). Government can set up and run the Tribunal. even though the DIO does not ask them. Government can do this as long as the Tribunal does the work under Section 21.8.1.

21.8.3 This Section describes the things the Tribunal has to consider when it is making a decision about how much compensation has to be paid to the DIO by a person wanting access to Inuit Owned Lands. It says the Tribunal will consider:

a) the market value of the land ("market value" means the price anybody wanting to buy the land would pay, not the actual price paid if the land was for sale),

b) the loss of use of the land to the DIO and Inuit,

c) the effect the access will have on wildlife harvesting by Inuit,

d) the harmful effects by the person using or occupying Inuit Owned Lands that have not been used or occupied in this way,

e) the damage which may be caused to the land by using or occupying it,

f) the nuisance, noise and interference to the DIO and Inuit that may be caused by this person using or occupying the lands,

g) the cultural attachment Inuit have to the land,

h) the special value of the land to Inuit,

i) the amount of money the Tribunal decides is necessary to cover the costs the DIO will have in order to do inspections of the way the person is using or occupying Inuit lands,

j) the amount of money necessary to cover the costs the DIO has related to the application for the entry order and going through this process; and

k) any other factors the Tribunal is to consider that are included in the law dealing with this.

The Tribunal cannot consider the amount of money paid for the entry order or the value of the rights the DIO has in the land when coming to decision on the amount of compensation.

21.8.4 This Section says before a person can use the entry order on Inuit Owned Lands, the person will have to pay the DIO the entry fee and 80% of the last offer it made for compensation to the DIO before the Tribunal had to deal with it.

21.8.5 This Section explains that when the term "DIO" is used in Sections 21.8.3 and 21.8.4 it includes the person or group that is occupying the land as well. The Tribunal can split the compensation money up between the DIO and the Inuit that are occupying the land.

21.8.6 This Section says that the review of the compensation to be paid to occupy or use Inuit Owned Lands under Sub-section 21.8. 1(c). This will be done every 5 years, unless the law specifies a lesser period of time for review. (For example: every 3 years).

21.8.7 This Section says the law dealing with the Tribunal will ensure that at least half of the members of any panel will be people living in Nunavut. This rule only applies to when the Tribunal is dealing with Inuit Owned Lands. This rule only applies when the Tribunal is dealing with Inuit Owned Lands.

21.8.8 This Section says the Tribunal will do its business in English and French as the law or Government policy requires. It will do its business in Inuktitut if a DIO asks it to.

Part 9: Expropriation

Explanation: Expropriation is a legal term. When it is used in

Agreement it means taking away lands from Inuit without ir approval, according to Government laws that allow the vernment or other authorities to do this for a reasons cribed in the law.

21.9.1 This Section says any person or representative of y person who has the power to "expropriate" under federal r territorial laws, can expropriate under these laws as long as he Final Agreement rules are followed.

21.9.2 This Section says nothing in this Part will be considered to be giving the Territorial Government any more powers to expropriate than the provinces have.

21.9.3 This Section says if there is any expropriation done other than what is provided for under Section 21.9.14, then the Cabinet (Federal Government) has to approve this.

21.9.4 This Section says any expropriation laws that are made after the Final Agreement is ratified will make sure the following procedures are followed when dealing with Inuit Owned Lands:

a) notice has to be provided to the DIO that there is an intention to expropriate Inuit Owned Lands;

b) an opportunity has to be given to the DIO to object to the expropriation if the DIO believes that the expropriation laws are not being followed and an opportunity given to the DIO to speak to this objection; and

c) the compensation is to be decided upon by negotiation and mediation, and, if these are not successful, requests to the arbitration panel or arbitration committee described in Section 21.9.8.

21.9.5 This Section says if a fee simple estate (legal ownership to the lands) is 'being expropriated, the lands expropriated will no longer be Inuit Owned Lands. Any lands given to the DIO for lands that are expropriated will become Inuit Owned Lands. If any lands that are expropriated are no longer needed, then the DIO will have an option to get these lands back as Inuit Owned Lands. The DIO has 6 months, from the time it was told the lands are no longer needed, to decide. If the price to be paid by the DIO to get these lands back cannot be agreed on, the arbitration panel or arbitration committee described in Section 21.9.8 will decide.

21.9.6 This Section says when Inuit Owned Lands are expropriated, other lands in Nunavut that are of equal use and value will be offered to the DIO as compensation, when this is possible.

21.9.7 This Section says if the DIO does not want to get other lands for lands that are expropriated, it can get another form of compensation.

21.9.8 This Section explains what happens when there is a disagreement on the compensation to be paid to the DIO for lands being expropriated. The final decision on compensation will be decided upon by arbitration:

a) according to the rules set out in Article 38, unless the expropriation is taking place under the federal law called the *National Energy Board Act*; or

b) for expropriation under the *National Energy Board Act*, by an arbitration committee, appointed under this law, including at least one person who was nominated by the DIO. The Minister will choose people with special knowledge and experience related to the criteria set out in Section 21.9.9 to be on the arbitration committee.

21.9.9 This Section sets out the factors that the arbitration panel or arbitration committee will have to be guided by when making a decision on the DIO's compensation:

a) the market value of the land (see sub-Section 2 1.8.3.a for an explanation of "market value);

b) the loss of use of the land to the DIO and Inuit;

c) the effect the expropriation will have on wildlife harvesting by Inuit;

d) the harmful effects of the expropriation on Inuit Owned Lands that have not been expropriated;

e) the damage which may be caused to the land by using or occupying it;

f) the nuisance, noise and interference to the DIO and Inuit that may be caused by this expropriation;

g) the cultural attachment Inuit have to the land;

h) the special value of the land to Inuit;

i) the amount of money the arbitration panel or committee decides is necessary to cover the costs the DIO will have in order to do inspections of the way the person is using or occupying the lands;

j) the amount of money necessary to cover the costs the DIO has related to this arbitration process; and

k) any other factors the arbitration panel or committee is to consider that are included in the law dealing with this.

21.9.10 This Section says that the power to expropriate either Inuit Owned Lands or an interest in the lands, given in a federal or territorial law or under Section 21.9.1, cannot be used if:

a) 12% of all of the lands that are made Inuit Owned Lands on the day the Final Agreement is ratified have already been and are still expropriated, or

b) if, within a Land Use Region described in Schedules 19-2 to 19-7, 12% of Inuit Owned Lands in the Region that are made Inuit Owned Lands on the day the Final Agreement is ratified have already been and are still expropriated.

21.9.11 This Section says when making a calculation of the areas of land that have been expropriated under Section 21.9.10, where the DIO received other lands for the lands that were expropriated, those expropriated lands cannot be included in the calculation.

21.9.12 This Section says when Government uses its right under Section 21.9.1 to expropriate lands it needs for public transporation, Government will have to pay compensation for any improvements made by Inuit on the lands, if the size of the land expropriated is less than:

a) 5% of the parcel, in respect of a parcel of Inuit Owned Lands,

b) 2% of Inuit Owned Lands in the Land Use Region, described in Schedules 19-2 to 19-7, where the expropriated lands are located.

When lands taken under this Section are no longer needed for the reason they were expropriated, the lands will be given back to the DIO at no cost to the DIO.

21.9.13 This Section says when making a calculation under Section 21.9.10, the lands expropriated under Section 21.9.12 will be included in the calculation.

21.9.14 This Section says if Inuit Owned Lands within the municipal boundaries are to be expropriated, the approval of the Executive Council (Territorial Government) is required. Any lands expropriated within the municipality will be included in any calculation under Sections 21.9.10 and 21.9.12.

Part 10: Application and Saving

Management

21.10.1 This Section says any person who is exercising rights of access described in this Article, will, when it required, get the appropriate approval under Articles 12 and 13 before he or she uses those rights. This rule does not apply for the access rights in Part 3 (public access) and Sections 21.5.10 to 21.5.12.

Other

21.10.2 This Section says no person can get an interest in or ownership of Inuit Owned Lands by "prescription". Thisls a legal term which means that a person cannot get an interest in or ownership of Inuit Owned Lands simply by occupying it for a certain period of time.

21.10.3 This Section says anyone using rights under this Article to go onto, cross or stay on Inuit Owned Lands cannot sue the DIO for any loss or damage the person suffers when using these rights.

21.10.4 This Section says that an Inuk can also have a third party interest. (This is a person with an interest in or to the land received from Government. For example a third party with an interest is an Inuk that has a surface rights lease from Government to setup a sports lodge.)

Part 11: Access on Crown Lands

21.11.1 This Section says when there is no public route available to get to a parcel of Inuit Owned Lands, Government cannot pass laws, manage Government lands or create interest on or give away Government lands in such a way so as to keep Inuit from being able to go through Government lands to get to Inuit Owned Lands.

Schedules to Article 21

Schedule 21-1	This Schedule describes the easement for a public access route in the Kingnait Fiord area.
Schedule 21-2	This Schedule describes the easement for a public access route on the Milne Inlet Tote road.
Schedule 21-3	This Schedule describes the easements Inuit have provided in the municipalities.
Schedule 21-4	This Schedule describes the Government activities that are not subject to Section 21.5.5.

Article 22: Real Property Taxation

Explanation: This Article explains how the real property taxation will apply in the Final Agreement.

Part 1: Definitions

In this Article the following words are used a lot. They are explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

"real property" normally means lands and includes the buildings located on the land;

"real property taxation" means any tax or similar cost imposed on land for local Government services, and includes things like water and school taxes;

"personal property" means things that a person owns, but does not include real property - examples of personal property include- a cabin, skidoo, boat, or clothes;

Part 2: General

22.2.1 This Section discusses the federal, territorial, provincial or local Government taxes such as real property taxes, water, and school taxes that have to be paid by owners of real property. All of these types of taxes do not apply to Inuit Owned Lands. Inuit will not have to pay federal, territorial, or local Government taxes, except for where it says differently in this Article or somewhere else in the Agreement.

22.2.2 This Section says Inuit will have to pay real property taxes for Inuit Owned Lands within the municipal boundaries that:

a) have a store, restaurant, other buildings for businesses or some construction that improves the value of the land - these are called "improvements"; or

b) do not have a building or something to improve the value but are lands, found within a subdivision, that are available for development.

22.2.3 This Section explains when the DIO will have to pay real property tax for Inuit Owned Lands outside the municipal boundaries. The DIO will have to pay these taxes if there is a building as described in Section 22.2.2 or another "improvement" made to the land. Government will figure out how much tax has to be paid by the DIO. Government will use a formula. The Government has to limit the area where taxes apply to an area that is no bigger than four times the size of the part of the land with the improvements on it.

22.2.4 This Section explains what an "improvement" in Sections 22.2.2 and 22.2.3 includes:

a) buildings, roads or other structures used by the Government or public;

b) outpost camps;

c) any non-business structure used for wildlife harvesting including cabins, camps, tent frames, caches and weirs; or

d) any non-business structure used for any other traditional use.

22.2.5 This Section explains what Government can and cannot do if the DIO does not pay the taxes that are discussed in this Article. The Government tax people cannot take away, sell, or do something to Inuit Owned Lands to get money owing on taxes or the value of the taxes. However, they can get the money they are owed for the taxes by taking or selling the personal property of the DIO or Nunavut Trust.

22.2.6 This Section says nothing in this Article or the law can stop the DIO from having a contract with the municipal corporation to have Government services delivered onto Inuit Owned Lands. The DIO can arrange for these services to be delivered for a certain fee that the DIO would pay when the services delivered by the municipality.

22.2.7 This Section says usually when a person gets land from another person they have to pay a tax. This Section says that no Government taxes will have to be paid by the DIO when it gets the Inuit Owned Lands as described in Section 19.3.1.

Article *23:* **Inuit** Employment Within Government

Explanation: This Article describes what Government, with the help of Inuit and DIOS, will do to increase and keep Inuit working at all levels of Government so their are represented in the Government workforce at the same percentage that they are represented in the total population of Nunavut. For example, if 80% of the population of the Nunavut is Inuit, then 80% of the Government workforce should be Inuit.

Part 1: Definitions

In this Article the following words are used a lot. They are explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

"Government employment" includes

a) Government jobs in the federal public service where the law identifies the employer to be the Treasury Board; and

b) Government jobs in the territorial public service where the law identifies the employer to be the Commissioner and jobs where in the law the employer is identified to be NWT Housing Corporation;

"Government organization" means a Government department or similar body within Government like the GNWT Department of Renewable Resources or DIAND;

"in-service training" means the training that is given to people already working for Government, the municipal corporations or NWT Housing Corporation;

"Inuit employment plan" means a plan that is made in the way described in Part 4 to achieve the goals set out in this Article;

"pre-employment training" means the training given to people who are not working for Government but are going to try to get hired by Government;

"representative level" describes the situation when the number of Inuit workers at all levels and occupations in Government is equal to the proportion of Inuit in the population of Nunavut (For example of Inuit make up 80% of the population in Nunavut so a "representative level" of workers would be 80%; and 80% of Government workers should be Inuit;

"systemic discrimination" means Government policies and actions that treat or effect a group of people or a person from that group in a harmful or unfavorable way even though the Government policies and practices did not mean to do this;

"under-representation" describes the situation when the proportion of Inuit working for Government is lower than the proportion of Inuit in the population of Nunavut. (For example: Inuit would be "under-represented" if only 30% of the Government workers are Inuit and they makeup 80% of the population - They are under-represented by 50%)

Part 2: Objective

23.2.1 This Section says the goal of this Article is to increase the number of Inuit employed by Government in Nunavut to a representative level. It says this goal could be reached through actions taken by both Inuit and Government,

23.2.2 This Section says to reach this goal, Inuit and Government will co-operate with one another in developing and putting into practice the employment and training provided in the Final Agreement.

Part 3: **Inuit** Labour Force Analysis

23.3.1 This Section says the Government must conduct a detailed study of the labour force. This study will determine how available and how prepared Inuit are and the number of Inuit interested in employment with the Government. The labour force is the group of people in the population that are either working or unemployed but are within the age group eligible to work. The Nunavut Implementation Training Committee (discussed in Article 37) will be involved in helping Government do this project. The project has to be done within 6 months after the Agreement is ratified.

23.3.2 This Section says the purpose of the study described in Section 23.3.1 is to determine what the existing level of skills and qualifications among Inuit are. Also the study is to be used in helping develop the Inuit employment plans and pre-employment training programs.

23.3.3 This Section says the study will use information and statistics that are already available.

Part 4: **Inuit** Employment Plans

23.4.1 This Section says in the three years following the ratification of the Agreement, each Government organization has to prepare an Inuit employment plan to increase and keep the employment of Inuit at a representative level.

23.4.2 This Section says the following things will be included in the Inuit employment plans:

a) finding out how many Inuit are working in Government and what their jobs are, whether they are full-time or part-time regular employees and where Inuit are under-represented,

b) taking a step by step approach, with short-term and medium term goals, to increase Inuit employment in Government using quotas of the number of Inuit who have to be hired and time limits for Government to hire Inuit in all levels of Government in the areas that Inuit are under-represented;

c) reviewing how Government organizations work and what their policies and practices are to identify things that may limit Inuit access to jobs, promotions, or other employment opportunities;

d) identifying the measures that are designed to increase

Inuit employment and promotion in Government such as:

i) measures designed to get rid of systemic discrimination in the workplace such as:
   - removing education requirements that are not necessary for the job;
   - removing requirements for experience that are not based on what is considered to be essential skills for the job;
   - when requiring tests be taken, ensuring the tests used are not culturally biased;

ii) conduct an intensive recruitment campaign to hire Inuit, having posters advertising jobs in Inuktitut, as well as English and French, displayed all over Nunavut;

iii) having an understanding of the social and cultural aspects of Nunavut identified as an appropriate aspect of any job search criteria or job description, including things such as:
   - knowledge of Inuit culture, society and economy,
   - community awareness
   - fluency in Inuktitut
   - knowledge about the land, wildlife, and other environmental features in Nunavut
   - experience in the North

iv) having Inuit sit on job selection panels that hire people, or if this is impractical, give Inuitan opportunity to advise these panels;

v) providing counseling to employees who request it;

vi) providing "in-service" education and upgrading programs that help a person to meet employment goals;

vii) providing on-the-job training programs including working on the job to acquire the necessary skills and qualifications -apprenticeship programs; and working on the job, after you have gained the educational requirements to get practical experience - internship programs;

viii) providing special training opportunities;

ix) using methods to achieve these goals that are used by Government successfully in reaching similar goals with other groups; and

x) providing cross-cultural training for employers and employees about each others culture;

e) identifying a senior Government official who will be responsible for making sure the plan is being implemented; and

f) providing a way to monitor and report on the implementation of Inuit employment plans.

23.4.3 This Section says each Inuit employment plan will be posted throughout the workplace so that employees can read it.

23.4.4 This Section says some Government organizations do not have a lot of employees in Nunavut and therefore will not be able to apply all of the measures described above.

Part 5: **Pre-employment** Training

23.5.1 This Section says the plans described in Part 4 will need some special programs to provide some Inuit with the skills to become qualified for Government jobs. The Government will work with the DIO to develop and implement pre-employment training plans.

23.5.2 This Section says the plans described in Section 23.5.1 will be made in a way that meets the needs Inuit may have, including:

a) using Inuktitut to teach the training program;

b) providing the training programs in Nunavut;

c) making sure training programs are spread out throughout the communities and not just one or two, although in some cases there maybe some situations where a central location is required to do the training and that may or may not be in Nunavut; and

d) take into account Inuit culture and lifestyle.

Part 6 support

23.6.1 This Section says the DIO, with the help of Government, will try to setup and run programs that-will provide support to people who have taken jobs with Government under the Inuit employment plans. These support programs can help to achieve the goals set out in this Article.

Part 7: Review, Monitoring, and Compliance

23.7.1 This Section describes how these plans will be reviewed from time to time. Five years after the Agreement is ratified and every five years after that, there will be a review. The Implementation Panel, which is explained in Article 37, will be responsible for arranging an independent review of the Inuit employment plans and other measures provided under this Article. By independent, it means it is neither Government or Inuit doing the study. It is someone who is not a party to the Agreement and without a bias in favour of one of the parties. The Panel will be responsible for making recommendations on how to fix any problems there might be in putting the provisions of this Article into practice. The Nunavut Implementation Training Committee will be consulted by the Panel when the Panel is looking at Part 5 and preparing recommendations to fix any problems there might be putting Part 5 into practice. The Panel can decide to have

independent reviews at other times if all the members of the Panel agreed.

23.7.2 This Section says the report of the independent reviewer and the recommendations of the Panel will be put into the annual report which the Panel has to prepare according to paragraph 23.3.3 (h).

Part 8: Canadian Armed Forces and RCMP

23.8.1 This Section says this Article does not apply to the uniformed employees of the Canadian Armed Forces and RCMP. It is understood that they will continue their programs to increase employment and training of Inuit and keep Inuit employed. These programs will not be required to meet the goal of reaching a representative level of Inuit in the Armed Forces and RCMP workplace.

Part 9: Saving

23.9.1 This Section says despite whatever it says elsewhere in this Article, in addition to what is provided here, Inuit are still eligible for any similar special employment programs that may exist through Government.

Article 24: Government Contracts

Explanation: This Article deals with what obligations Government has to make sure Inuit are given a fair opportunity to try and get Government contracts. It explains how to encourage Inuit to participate in Government contracts that are given to non-Inuit firms. There are definitions provided for words or terms used in this Article. The term "procurement policies" is not explained and should be:

"procurement policies" are policies of Government dealing with getting goods or services for Government from companies that are not related to Government.

Part 1: Definitions

In this Article the following words are used a lot. They are explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

24.1.1 "Government means the federal or territorial Government;

"Government contract" means a contract between Government and a non-governmental body to acquire goods or services from the non-governmental body, including:

a) contracts for the supply of goods to Government

b) construction contracts;

c) contracts for the supply of services to Government; and

d) leases from the non-Governmental body;

"Government of Canada" means all federal departments and crown corporations that are named in Schedule III, Part I of a law called the *Financial Administration Act*;

"Inuit firm" means a business that has met all the legal requirements to carry on a business in Nunavut and is:

a) a company that is owned by shareholders of which Inuit hold the majority of the shares that are shares giving them the right to vote on company business matters;

b) is a co-op controlled by Inuit; or

c) is a business owned by an Inuk on her or his own, or by several Inuit in the form of a partnership;

"invite" means to call people to make a bid for a contract offered by Government

"representative level of employment" means a certain number of Inuit workers in Nunavut that is equal to the proportion of Inuit in the population of Nunavut;

"solicit" means to ask for bids from specific businesses rather than having bids from any business that is interested in biding;

"Territorial Government" means all territorial departments and all public agencies described in Schedules A,B, and C of the GNWT's law called the *Financial Administration Act* -this definition does not include the Northwest Territories Power Corporation.

Part 2: Objective

24.2.1 This Section says the Government of Canada and Territorial Government will provide support and assistance to Inuit firms in the way described in this Article. Government will do this to help Inuit to compete for Government contracts.

Part 3: Procurement Policies

Development, Implementation, and Maintenance of Federal Government Policies

24.3.1 This Section says the federal Government will develop, implement, and keep in place policies to support Inuit firms to get involved in contracts offered by Government in Nunavut.

24.3.2 This Section says these policies of Government will be developed and maintained with the advice of the DIO. The policies will be implemented through regulations or administrative measures.

24.3.3 This Section says the Government is required to follow the measures referred to in Section 24.3.2. These measures will have legal force:

a) no later than one year after the Agreement is ratified; and

b) for contracts dealing with surveying land, before a survey contract is awarded under Article 19.

Territorial Policies

24.3.4 This Section says following the rule in Section 24.9.2, the Territorial Government will keep its policies that favour Inuit firms for contracts and other policies that support this Article for all Territorial Government contracts dealing with Government activities in Nunavut. To make sure this Article is followed, the Territorial Government will consult the DIO when it makes changes to these policies or any similar Government procedures.

Adaptability Over Time

24.3.5 This Section says the policies and measures used to implement these policies have to be flexible. They have to take into account the increasing ability of Inuit firms, over time, to compete for and to finish Government contracts.

Policy Objectives

24.3.6 This Section says the following goals will be reflected in the policies and the measures taken to implement these policies, as best they can:

a) increased participation of Inuit firms in business opportunities in the Nunavut economy;

b) improvement in the ability of Inuit firms to compete for Government contracts; and

c) employment of Inuit at a representative level in the Nunavut work force.

Consultation

24.3.7 This Section says to support the objectives in Section 24.3.6, the Government will develop and put policies into place with the advice of a DIO that are designed to reach the following:

a) increased access by Inuit to on-the-job apprenticeship training, skill development, upgrading and other job related programmes(see Section 23.4.2(d) (vi)); and

b) greater opportunities for Inuit to get training and experience to set up and run a Northern business.

Part 4: Bid Invitation

24.4.1 This Section says with the help of a DIO, the Government will help Inuit firms become familiar with the Government's process for bidding for a contract and the contracting procedures. They will also encourage Inuit firms to compete for Government contracts in Nunavut.

24.4.2 This Section says when Government is inviting businesses to compete for a Government contract in Nunavut, the Government will provide fair opportunities to Inuit firms to submit bids that are competitive with other bids by using the measures listed below:

a) set the date, location and terms and conditions for competing for a contract so that Inuit firms can compete more easily ;

b) invite bids for specific items to allow smaller and more specialized firms to compete;

c) to allow smaller and specialized firms to compete on parts of a larger contract for goods and services;

d) design construction contracts to provide the opportunity for smaller and more specialized firms to compete; and

e) avoid requiring skill requirements to do the contract that are not essential to the contract.

24.4.3 This Section says when either the Federal or Territorial Government plan to invite contractors to compete for a Government contract in Nunavut, they will make sure that Inuit firms are aware of the contract so that they have a fair and reasonable chance to submit bids for the contract.

Part 5: Bid Solicitation

24.5.1 This Section says if the Government is asking "soliciting") for bids on a Government contract in Nunavu will make sure that qualified Inuit firms are included on the list of the firms Government will solicit.

24.5.2 This Section says if an Inuit firm has wo contract from the Government and completed the cont successfully, then that Inuit firm will be included in companies solicited by Government to compete for si contracts.

24.5.3 This Section says Inuit firms will be given consideration by Government where there is no competi bidding. "Competitive bidding" is a term which describ situation when the Government requires that all companies be placed on a equal footing or the same terms conditions apply to all companies.

Part 6: Bid Criteria

24.6.1 This Section explains that the Government of Canada will include the following criteria, or as many as it can, in the criteria set forbids by the Federal Government for its contracts in Nunavut:

a) the head office, administrative offices or other facilities have to be in Nunavut;

b) hiring Inuit, using Inuit professional services when required (for example: an Inuit accountant), or using Inuit suppliers of goods or services when carrying out the contract; or

c) making commitments in the contract with Government to on-the-job training or skill development for Inuit.

Government will do this whenever it is practical, good management, and not violating an legal obligation Canada has to other countries.

24.6.2 This Section explains the Territorial Government will include the following criteria, or as many as it can, in the criteria set for bids by the Territorial Government for its contracts in Nunavut:

a) the closeness of head offices, administrative offices or other facilities to the area where the contract will be carried out;

b) hiring Inuit, using Inuit professional services when required (for example: an Inuit lawyer), or using Inuit suppliers of goods or services when carrying out the contract; or

c) making commitments in the contract with Government to on-the-job training or skill development for Inuit.

Government will do this whenever it is practical, good management, and not violating an legal obligation Canada has to other countries.

rt 7: List of Inuit Firms

7.1 This Section says the DIO will make and update st of Inuit firms, together with information on the goods or rvices which they provide for Government contracts. Both overnments will consider the lists when they are trying to eet their responsibilities in this Article.

Part 8: Evaluation and Monitoring

24.8.1 This Section says both Governments, in co-operation with the DIO, will do what is necessary to check on how the Article is being implemented.

L : Implementation

24.9.1 This Section says to meet the goals set out in this Article, neither the Federal or Territorial Governments will spend additional money but they will reallocate their existing funds to try to achieve these goals.

24.9.2 This Section says the Territorial Government will rely on its preferential contracting policies designed to maximize local, regional and northern employment and business opportunities to carry out its responsibilities in this Article.

24.9.3 This Section says after 20 years pass from the day the Agreement is ratified, the DIO and the Federal Government or Territorial Government will review this Article. They will look to see how it is being implemented. If the DIO and Government agree the goals have been achieved, then one year after this review by the DIO and specific Government, the obligations of the specific Government will come to an end. But, if it is decided that the obligations should continue after the review is completed, the DIO and Government will review whether the obligations need to be continued every five years or whenever they agree to review it.

Article 25: Resource Royalty Sharing

Explanation: This Article requires Government to pay Inuit a share of the royalties that Government gets from developers that develop resources anywhere in Nunavut. There is no definition in this Article for the term "resource royalty". Here "royalty" means the money paid by the developer to Government. This royalty is either a percentage or fixed amount of the total amount of money made by developer on the sale of the resources produced. The resource royalty in this Article is a royalty which is created by a federal law. The law says the developer has to pay money (the royalty) to Government for the Government's minerals the developer has produced and sold. In this Article, Inuit are receiving a share of the resource royalt y paid for using Government's minerals. Inuit are not getting their own resource royalty directly from the developer. They are getting a share of the Government's royalty.

Part 1: Inuit Right to Royalty

25.1.1 This Section says every year Inuit have the right to be paid an amount equal to:

a) one half of the first two million dollars of any resource royalty paid to Government in that year; and

b) five percent of any additional resource royalty Government is paid in that year. (Example: if in a specific year developers pay to the Government 2.5 million dollars-Inuit would receive 1/2 of the first 2 million and then 5% of the remaing 1/2 million. This amounts to $25,000, so in that year Inuit would get a total of $1,025,000.00 million dollars.)

Part 2: Payment of Royalty

25.2.1 This Section says the "royalty" Government owes to Inuit under Section 25.1,1 will be paid to the Nunavut Trust.

25.2.2 This Section explains how the Government will figure out how much money it must pay to Inuit under this Article. It says the amount it pays will be based on the amount it is owed by, by how much it receives from the developer, and for resources that are produced after the Final Agreement is ratified.

25.2.3 This Section says the "royalty" the Government must pay to the Trust in Section 25.1. 1 will be divided up into four parts and paid on a quarterly basis each year - which is every three months.

25.2.4 This Section says the Government will give the Trust a written form called a statement each year. It will show how it calculated the royalties for the year before.

25.2.5 This Section says if the Nunavut Trust requests, the Government will have the Auditor General for Canada review the annual statements to make sure they are accurate.

Part 3: Consultation

25.3.1 This Section says if the Government decides to change the law that provides for the resource royalty to he paid to Government, it must consult with the DIO about this proposal. If Government consults with groups outside of Government about making changes to laws, such as tax laws that will change the resource royalty program, it will consult with the DIO. (Explanation: The resource royalty is a royalty created by a law and what Inuit are getting is a share of the royalty, so if Government changes the law it would affect the rights Inuit have under this Article, so they must be consulted.)

Part 4: Area of Application

25.4.1 This Section says this Article applies only to areas in Nunavut and the Outer Land Fast Ice Zone where Government owns the minerals. oil and gas ("resources"). (Explanation: see 1.1.1 for an explanation of what the Outer Land Fast Ice Zone is.)

Article 26: Inuit Impact and Benefits Agreements

Explanation: This Article deals with the Impact and Benefits Agreements. They are called IIBAs for short form. The developers must negotiate IIBAs with DIOS before they can start to develop a water power or water use project in Nunavut or start a project to develop and use resources such #minerals, oil and gas that are all or partly on Inuit Owned Lands. The rules that have to be followed in negotiating an agreement and what should be included in it are explained.

Part 1: Definitions

Explanation: In the Final Agreement the word "proponent" is used. It is the name given to the person who is responsible for the project. In this plain language version the term "developer" has been used instead of "proponent" because people are more familiar with this word. Also, when the word "project" is used in this Article it means *only* those projects which are "Major Development Projects".

Also in this Article the words "arbitration" and "arbitrator" are used, but not explained in the definitions section and should be. To help you understand, these words are explained:

"arbitration" is a process to resolve a dispute when the parties involved cannot resolve it themselves. In this process, a person - the arbitrator - who is not a party to the dispute, is chosen or appointed to hear the parties evidence and arguments; the arbitrator then makes a decision which the parties have to follow. It is similar to a judge hearing a case in court but not as formal- and arbitrators do not have to be judges.

26.1.1 In this Article the following words are used a lot and have a special meaning for this Article

"capital costs" are the costs the developer has to pay for when designing, building and installing all the buildings, housing, machinery, equipment, and infrastructure needed for the project, including the costs the developer has for the project that are outside of Nunavut; capital costs do not include costs referred to as "financing costs" which are the costs to the developer to get the money the developer needs to pay for the project, including the capital costs;

"Crown Corporation" means the crown corporations that are not covered in Article 24;

"infrastructure" is all of the transportation facilities used directly for the project such as ship port, airport, road, railway, pipeline or power line;

"Major Development Project" means any Crown corporation or non-government project that

a) is a project that uses water to make power (hydro power) or other water projects in Nunavut; or

b) is a project that develops or produces minerals and other resources that are wholly or partly on Inuit Owned Lands, and likely to have more than 200 people working for the project in any five year period of the projector will have capital costs that are more than $35 million (1986) dollars, including any capital costs, or the likely employment requirements for any part of the project being done by Government

"parties" means the parties who negotiate and sign an IIBA.

Part 2: Obligation to Finalize

26.2.1 This Section says except for the rules in Sections 26.11.1 to 26.11.3, an IIBA has to be made before a Major Development Project can begin.

Part 3: Parameters for Negotiation and Arbitration

26.3.1 This Section says Schedule 26-1 outlines the kind of issues that the parties should consider including in an IIBA. The IIBA is to deal with things connected to the Major Development Project that could have a harmful impact on Inuit or might result in a benefit to Inuit at the community, regional or Nunavut-wide level.

26.3.2 This Section says the IIBA will follow the terms and conditions that NIRB or EARP or any other socio-economic or environmental review have said must be followed by the developer if the project is to go ahead.

26.3.3 This Section says the following principles are to be used when negotiating or arbitrating an IIBA:

a) benefits should reflect and promote Inuit cultural goals;

b) benefits should help to achieve and continue a standard of living among Inuit that is equal to the standard of living of non-Inuit in Nunavut and Canadians generally;

c) benefits should be related to the size, type and cost of project and the direct and indirect benefits on Inuit;

d) benefits should not be so great or expensive that it is not worthwhile for the developer to continue the project; and

e) the benefits agreements should not prevent other residents in Nunavut from receiving benefits from the projects in Nunavut.

Part 4: Negotiations

Commencement

26.4.1 This Section says the DIO and the developer ("proponent") are to begin the negotiations with a goal of reaching an IIBA. They are the parties to the negotiations and the IIBA. These negotiations are supposed to start 180 days (approximately 6 months) before the project is scheduled to start.

Written Contract

26.4.2 This Section says when the parties agree on what

is to be included in the IIBA, it will be written up as a legal contract. When the parties reach an agreement on an IIBA they will send a copy to the Minister.

Part 5: Voluntary Arbitration

26.5.1 This Section says during the negotiations of the IIBA, the parties can ask an arbitrator to answer questions relating to the IIBA. The parties can do this when they can agree on who the arbitrator should be and what questions the arbitrator is to answer.

26.5.2 This Section says if through voluntary arbitration an agreement is reached, it will be written up into a contract and a copyèwill be sent to the Minister.

Part 6 Compulsory Arbitration

26.6.1 This Section explains how this arbitration is different than the one under Part 5. This one is not voluntary. The parties will have to have the IIBA arbitrated if they cannot reach an agreement within 60 days of starting to negotiate an IIBA and if they cannot agree to voluntary arbitration. At that point, either the DIO or developer can ask the Minister to appoint an arbitrator. This arbitrator appointed by the Minister will have the power to include a full range of benefits possible in an IIBA, unless the parties can agree to limit the range of benefits the arbitrator will deal with.

Obligation to Negotiate in Good Faith

26.6.2 This Section says during the 60 days, if one of the parties believe the other party is not negotiating with a goal to reaching an agreement (as it is explained in legal terms, not negotiating in "good faith") then, the party can immediately ask the Minister to appoint an arbitrator. The arbitrator would begin by first deciding whether it is true that the other party was not negotiating in "good faith". The arbitrator has 7 days from the day she or he is appointed to make a decision on this issue. If the arbitrator decides that this is true, the arbitrator can begin the arbitration of the IIBA by following the process described in Section 26.6.4.

Appointment of Arbitrator

26.6.3 This Section says after an application is made to the Minister by one of the parties to have an arbitrator appointed, the Minister has 15 days to appointment someone who the parties agree to. If the parties cannot agree to the Minister's suggestion for an arbitrator, then the Minister will appoint a person from a list of names of arbitrators that both the DIOS and industry have agreed to.

Decision of Arbitrator

26.6.4 This Section says the arbitrator appointed has 60 days from the day he or she was appointed or from the day she or he found one of the parties to not be negotiating in good faith to:

a) hear the views of the parties and their proposals for the IIBA;

b) prepare an IIBA in the form of a written contract and give it to the parties; and

c) send a copy of this to the Minister.

26.6.5 This Section says unless the arbitrator decides otherwise, the DIO and developer have to share the costs of the arbitrator. When the arbitration is dealing with a compensation matter under Section 26.11.4, the costs of the DIO will be paid by the developer, unless the arbitrator decides differently.

Part 7: Extensions of Time

26.7.1 This Section says if the parties can agree they do not have to follow the time periods set out in Parts 4 and 6. The arbitrator can ask the Minister to extend the amount of time the arbitrator has in Section 26.6.5.

Part 8: Coming into Effect

26.8.1 This Section says 30 days after the Minister receives a copy of the IIBA it will become a legally binding contract ("come into effect"). This rule will apply unless the Minister decides that the IIBA does not follow Section 26.3.2 or the principles (a) to(e) in Section 26.3.3. The Minister can also decide that the arbitrator has gone beyond the powers she or he has to deal with an IIBA as described in Parts 5 and 6.

26.8.2 This Section says if the Minister does not allow the IIBA to come into effect according to the rule in Section 26.8.1, then the Minister will give reasons, in writing, for this decision. The Minister will give the parties or the arbitrator directions to follow to make sure the parties or the arbitrator make the decision within the powers given to him or her and that the IIBA follows the rules in Sections 26.3.2 and 26.3.3.

26.8.3 This Section says if an IIBA has been negotiated by the parities, then the parties will look at the Minister's reasons and change the IIBA to make sure it follows the Minister's directions and the rules in Section 26.3.2 and the principles in Section 26.3.3. If it is an IIBA that was decided by the arbitrator, the arbitrator will look at what the Minister suggests in the written reasons and make the changes that are necessary so that an arbitrator is acting within the powers she or he has and so that the IIBA follows the rules in Sections 26.3.2 and 26,3.3.

26.8.4 This Section says within 7 days of hearing from the Minister about the IIBA under Section 26.8.1, the changes under Section 26.8.3 will be made to the IIBA and the corrected IIBA will be sent to the Minister.

26.8.5 This Section says this corrected IIBA will take effect (become legally binding on the parties) 7 days after the Minister gets a copy.

Part 9: Enforcement

26.9.1 This Section explains what can be done to make both parties live up to their obligations in the IIBA. Either party can take the other party to court to make sure the other party lives by the IIBA, just like any person can in Canada. The legal rules that apply to any contract in Canada will apply to an IIBA. If a party goes to court, it will ask the court to make the other party do something or pay something because the other party is not following the IIBA. These things the party asks the court for are called "remedies". One remedy that is a when a contract is not followed is "specific performance". This means the party asks the court to order the other party to do exactly what was agreed to in the IIBA. If a party asks for this remedy, this Section says the court has to pay attention to the desire of Inuit to protect their lifestyle and cultural and to provide Inuit with economic opportunities. In an IIBA there may be a clause that refers to "liquidated damages". When one of the parties fails to do or provide what was agreed to in the IIBA, that party may have to pay a specific amount of money that is set out in the contract. This specific amount of money is called "liquidated damages".

26.9.2 This Section says that evidence of a DIO negotiating and reaching an agreement on an IIBA will not prejudice their participation, or any other Inuit organization, Inuit or Inuk who wants to participate in hearings held by NIRB, the National Energy Board or other review body to oppose a decision or order of one of these bodies. In other words, just because the DIO has an IIBA with the developer does not mean it, any other organization or Inuit cannot appear at hearings and speak out against the project.

Part 10: Renegotiation

26,10.1 This Section says unless the parties agree to something different, the IIBA will include a provision that allows the IIBA to be re-negotiated.

Part 11: Other Matters

Agreement Not Required

26.11.1 This Section says the DIO and developer can agree not to have an IIBA.

Military or National Emergency

26.11.2 This Section says the Minister can let a project go ahead before an IIBA is finished if it is a military or national emergency.

Early Start-Up

26.11.3 This Section says if the developer is negotiating with the DIO, but decides that it is necessary to start the project earlier than planned, the Minister can let the project begin if the project has received the necessary approval from NIRB or other agencies and:

a) if the DIO and developer both agree to an earlier start-up date; or

b) if the project will be severely damaged if it does not start on the earlier date.

If the Minister does give approval to an earlier date for start-up, the Minister must discuss this with the parties further or with the arbitrator, if an arbitrator is involved.

26.11.4 This Section says if the project starts up before an IIBA is finished because it is a military or national emergency (Section 26. 11.2) or the Minister has approved an earlier start date under Section 26.11.3, then the arbitrator, if one is involved, can include compensation to Inuit for the benefits they may have lost because the project started before it was supposed to.

Other Government Requirements

26.11.5 This Section says the Government can rely upon an IIBA to meet the general requirements of Governments with respect to the obligations of developers towards aboriginal peoples.

Schedule 26-1 (Section 26.3.1)
Matters Considered Appropriate for Inuit Benefits

Explanation: This schedule identifies the items that should be in an IIBA. They are:

1. opportunities for training Inuit at all job levels;
2. hiring Inuit first ahead of others;
3. making sure employment arrangements, ie. work schedules are flexible to reflect Inuit needs and priorities;
4. providing scholarships for Inuit;
5. things dealing with the worker-employer relationship ("labour relations");
6. promoting Inuit business opportunities related to the project including;
   a) providing start-up money;
   b) providing expert advice when needed;
   c) notifying Inuit of opportunities; and
   d) giving Inuit contractors a priority when contracting work;
7. housing, accommodation, and recreation for Inuit who work on the project;
8. health, safety, cleanliness of workplace;
9. what language would be used in the workplace;
10. identifying, protecting, and conserving archaeological sites and artifacts that are affected by the project;
11. research and development related to the project;
12. Inuit access to project facilities like roads and airstrips;
13. important wildlife-environmental concerns of Inuit about

the development project, including how the project will disturb wildlife, how to prevent or limit disturbing wildlife and what compensation would be provided if this cannot be limited or prevented;

14. outpost camps;

15. developing good communication ("information") networks between Inuit and the developer dealing with things like Inuit participation in and concerns about management of the project;

16. relationship of this agreement with past and future IIBAs;

17. co-ordination with other projects;

18. how to resolve a dispute with the IIBA through arbitration and how to change the IIBA;

19. how to implement the IIBA and make sure it is followed;

20. the responsibilities sub-contractors would have sub-contractors are the firms the developer hires to do work for the developer) and

21. any other things Inuit and the developer think is necessary to deal with the needs of Inuit and the project.

rticle 27: Natural Resource Development

xplanation: This Article sets out the rules for Government to nsult Inuit and listen to Inuit advice when Government rees to allow developers to develop Government-owned ds(ds "Crown Lands") for oil and gas or other natural urce development.

art : Petroleum

Opening of Lands for Petroleum Exploration

27.1.1 This Section says before Government makes its lands available for oil and gas exploration, it will let the DIO know in advance. The Government will listen to what the DIO has to say about what terms and conditions should be attached to the exploration if it should go ahead.

Exercise of Petroleum Rights

27.1.2 This Section says before the developer goes ahead and explores, develops or produces oil or gas on Government-owned lands in Nunavut, the developer will consult the DIO about the benefits before a benefits plan is approved. Government will consult Inuit about the items listed in Schedule 27-1.

Part 2: Other Resources

Explanation: In Article 1 "resources" is defined to include coal and minerals, but not those materials called "specified substances".

Other Resources

27.2.1 This Section says before the developer begins to develop or produce resources, other than oil or gas, on Crown lands in Nunavut, the developer will consult with the DIO about the items listed in Schedule 27-1.

Nature of Consultation

27.2.2 This Section says in these discussions with the DIO, the needs of the DIO for information and the need to discuss this among Inuit have to be balanced with the needs of the developer and Government to have a decision made within a reasonable time without too much expense.

Part 3: Existing Subsurface Rights

Explanation: Subsurface rights means rights in the land and minerals and other resources. "Third party interest" is defined in Article21: Entry and Access to mean a legal right given to a person by the Government under the *Territorial Lands Act* or *Public Land Grants Act* which includes a prospect permit, mineral claim, mineral lease, and land use.

27.3.1 This Section explains obligations of the developers whose "third party interests" exist before the Agreement is ratified and continue under Section 21.7.2. They are required to get the advice of the DIO about the items listed in Schedule 27-1, before developing or producing other resources, not oil or gas, on Crown lands in Nunavut. In these discussions with the DIO, the DIO's need for information and the need to discuss this among Inuit have to be balanced with the needs of the developer and Government to have a decision made within a reasonable time without too much expense.

Schedule 27-1 (Sections 27.1.2,27.2.1, 27.3.1)

Matters Considered Appropriate for Consultation with the DIO

Explanation: This schedule identifies the items that should be discussed with Inuit. They are

1. opportunities for training Inuit;
2. hiring Inuit to work on the project;
3. how many days people work each shift and how many days off between the shifts;
4. things dealing with the worker-employer relationship ("labour relations");
5. Inuit business opportunities in the project;
6. housing, accommodation, and recreation for Inuit who work on the project;
7. health, safety, cleanliness of workplace;
8. what language would be used in the workplace;
9. identification and protection of archaeological sites and artifacts;
10. research and development related to the project;
11. Inuit access to project facilities like roads and airstrips;
12. important wildlife-environmental concerns with the development project;
13. outpost camps;
14. developing good communication ("information") networks between Inuit and the developer dealing with things like Inuit participation in and concerns about management of the project;
15. co-ordination with other projects; and
16. any other things Inuit and the Government think is necessary to deal with the needs of Inuit and the project.

Article 28: Northern Energy and Minerals Accords

Explanation: This Article guarantees that if the Federal Government and Territorial Government plan to negotiate agreements on northern energy or minerals for Nunavut, then the Tungavik will be included on the Territorial Government team.

Part 1: General

28.1.1 This Section says the Tungavik will be included on the Territorial Government team developing, negotiating and implementing northern energy (oil and gas) and minerals agreements with the federal Government.

28.1.2 This Section says Section 28.1.1 does not require Governments to negotiate and reach agreements on northern energy and minerals.

rticle 29: Capital Transfer

xplanation: This Article describes how much money and terest Government will pay to Inuit as part of the Final greement, how and who it will be paid to. There are some ords or terms used that are necessary to explain:

"capital", "capital transfer" means the monies the Nunavut rust receives from Government

"come" means the money the Trust makes when it invests the capital;

"interest" in Part 2, means the money Inuit must pay to Government in addition to paying back the money it borrowed from Government to do land claims negotiations; the interest rate Government must pay is 9.8% of what it owes and the interest rate the Trust must pay is 6% of what TFN owes.

part 1: Payment of Capital Transfer

29.1.1 This Section says Inuit acknowledge the Government has paid the capital transfer payments that are listed in Schedule 29-1. (Explanation: This is the $2 million dollars that the federal Government paid to TFN and the $3 million dollars that the federal Government paid to the Nunavut Trust after the Agreement-in-Principle was signed and the land selection negotiations by the CLINTS were finished.)

29.1.2 This Section says the Federal Government still must pay to the Nunavut Trust the money that is listed in Schedule 29-2 which comes to over $1.1 billion dollars. (Explanation: This is the rest of the $580 million dollars that was talked about in the Agreement-in-Principle plus interest that the Federal Government will pay to the Trust over 14 years after the Agreement is ratified.)

29.1.3 This Section says the money paid to the Trust includes the money Government would have to pay under the Final Agreement for the Nunavut Social Development Council (Article 32) and the Inuit Heritage Trust (Article 33). This money from Government doesn't cover Government grants and core funding or similar funding programs. The Council and Heritage Trust will still qualify for these grants and core funding programs.

29.1.4 This Section says the Board of Trustees of the Nunavut Trust can tell Government to make its payments under Section 29.1.2 directly to another body identified by the Trust as a beneficiary.

Part 2: Negotiation of Loan Payment

Explanation: The money used by TFN to negotiate the land claims agreement over the years was money borrowed by TFN from Government. This money was borrowed on a "loan basis". This means TFN now has to pay back all of the money it borrowed from Government. As well, the TFN has to pay interest on the money it borrowed. The interest is at 6%

29.2.1 This Section says the Nunavut Trust has to pay back to Canada the money owed by TFN and interest over the fourteen years after the ratification of the Agreement. The amount to be paid and time frame for payment is listed in Schedule 29-3.

29.2.2 This Section says the Government can deduct the loan repayments from the amount it pays to the Trust under Section 29.1.2. (Example: If in year one after the Agreement is ratified Government has to pay to the Trust -$54 million dollars and for that same year Schedule 29-3 says the Trust owes Government $1 million dollars, then the Government could pay the Trust $53 million dollars and deduct what the Trust owes it in that year.)

29.2.3 This Section says all of the other terms and conditions agreed to when the loans were negotiated and not discussed here are not affected by the Agreement.

Part 3: Loans Against Capital Transfer

29.3.1 This Section says after three years have passed since the Agreement was ratified, the Trust can ask Government to loan it money. This loan would come from the money that Government still owes Inuit. (Explanation: Even though the Trust is owed over $1 billion, it doesn't get it all at once. It is paid out over 14 years, so each year the Trust is only allowed to get a certain amount of money. This is in Schedule 29-2. If the Trust wants to get more money in one year than Schedule 29-2 says Government has to pay, this Section says it can ask Government to lend it the extra from the money Government owes it in future years. It should be made clear that the Trust could not borrow more than the $580 million Government owes the Trust.)

For example: Four years after the Agreement, Schedule 29-2 says the Trust is owed $50 million dollars and the Trust wants $100 million more, the Trust could ask Government if it could borrow $100 million from the amount that Government still owes Inuit in the future according to Schedule 29-2 but hasn't paid to the Trust yet. If Government did agree to loan the Trust an extra $100 million, the $100 million is still part of the $1 billion, it is not in addition to it. If the Trust borrowed extra money, the amount the Trust receives in future years will be less than what is set out in Schedule 29-2 because the Government will subtract the $100 million the Trust has asked to borrow.)

29.3.2 This Section says if the Federal Government agrees to give the Trust a loan, the Minister of Finance will negotiate a loan agreement with the Nunavut Trust that will outline the terms and conditions of the loan and the amount of loan. (Explanation: If the Trust borrows money by way of a loan from the Government, the terms and conditions will include things like interest the Trust would have to pay to Government for using this money. Even though the Trust is simply borrowing the money it is owed in the future, it has to follow some rules and pay interest on that borrowed money.)

29.3.3 This Section says the Minister of Finance will

only give the Trust a loan if:

a) the loan is needed to cover costs related to social or economic development of Inuit;

b) if the amount of the loan is not more money than the remainder of the money Government owes Inuit under Schedule 29-2;

c) the terms and conditions of the loan, including the amount of the loan, how it will be paid by Government and repaid by the Trust, and the amount of interest:

i) follow the Government policies and rules for giving loans; and

ii) allow the Minister to continue to pay out money her or his department owes and make sure the department's finances are under control; and

d) there is enough money in Parliament's funds to loan the money requested by the Trust.

29.3.4 This section explains a condition of any loan made under this Part. The condition is that, in addition to paying back this loan, the Trust has to pay Government a percentage of the money it still owes it for the negotiations loan, as described in Section 29.2.1. The percentage of money to be paid is the same percentage as the amount of money being requested in the loan from the remainder of the capital transfer Government must still pay to the Trust. In other words, the condition works like this:

The Trust wants to borrow, by loan, $1 million dollars and Government still owes the Trust $100 million dollars of the remaining capital transfer payments. The percentage of the money being requested from the capital transfer is 10%. Under this condition, the Trust would have to pay 10% of what it owes on the loan it borrowed. If the Trust still owes Government $12 million on the loan, it borrowed to negotiate, it would have to pay Government $1.2 million under this condition. The Trust must pay Government this $1.2 million when it gets the loan under this part. This $1.2 million paid by the Trust as a condition of a loan agreement would reduce the amount of money the Trust would have to pay in the remaining pay periods described in Schedule 29-3.

Schedule 29-1 Advance Payments This Schedule identifies the money already paid to the Trust or TFN. See the Schedule in the Final Agreement for the actual amounts and dates.

Schedule 29-2 Schedule of Payments This Schedule lists the dates and amounts of money Government will pay to the Trust, under Section 29.1.2. See the Schedule in the Final Agreement for the actual amounts and dates.

Schedule 29-3 Negotiation Loans Repayment This Schedule lists the dates and amounts of money the Trust will pay to Government, under Sections 29.2.1 and 29.3.4. See the Schedule in the Final Agreement for the actual amounts and dates.

Article 30: General Taxation

Explanation: This Article explains how Government taxes and tax laws will apply to the DIOs and Inuit Owned Lands. This Article does not deal with the real property taxation on Inuit Owned lands, that is dealt within Article 22.

This Article says that Inuit or the DIO will have to pay income tax on any money made from the lands. For example, if the land is leased, the rent a DIO receives will be taxable. These sections define how certain terms under the *Income Tax Act* are to be interpreted when determining how much income tax has to be paid. These sections are difficult to understand and will probably only become understandable when a DIO or Inuk who owns land is actually trying to figure out their income tax and have to use these rules.

Part 1: General Rules

30.1.1 This Section says no tax has to be paid by or to the Nunavut Trust (or an organization the Trust identifies under Section 29. 1.4) for receiving:

a) the capital transfers from Government (these are the monies paid by Government to the Trust in Article 29); and

b) any loan that the Trust is able to get from Government under Part 3 of Article 29.

30.1.2 This Section says that, except for the rule in Section 30.1.1, general tax laws apply to the Nunavut Trust, any organization named by the Trust under Section 29.1.4, or any person or organization that gets some of the income off the capital or part of the capital itself from the Trust.

30.1.3 This Section says that Inuit Owned Lands are not to be interpreted by the Courts to be "reserves" for the purpose of Section 87 of the *Indian Act.* (Explanation: By having this provision in the Final Agreement, it means that any of the tax exemptions on reserves available under Section 87 of the *Indian Act* do not apply to Inuit Owned Lands.)

Part 2: Income from Inuit Owned Lands and Depreciable Property

Explanation: This Part of the Article deals with rules that apply to profit and losses that result from selling real property ("real property" means the land and things attached to it that are not moveable). Under the *Income Tax Act* if you make a profit when you sell the property, the profit will be taxed. To figure out if you made a profit or a loss you need to know two things; (1) how much you paid to get the land (acquisition costs) and (2) how much you received when you sold the land (proceeds of disposition). The rules in this part set out special provisions when land is transferred to an Inuk or DIO under the Final Agreement.

This part sets out how the cost of land and the sale price of Inuit Owned Land is to be figured out for *Income Tax Act* purposes. These special rules are necessary because under the Agreement, Inuit will not pay to get the land and because in many cases, the DIO will give the land to other DIOs or to an Inuk without being paid for it.

30.2.1 This Section says that any money earned from Inuit Owned Lands will be subject to tax under the tax law called the *Income Tax Act* in the normal way, unless the Final Agreement sets out special rules.

Acquisition Cost of Lands

30.2.2 This Section says that for *Income Tax Act* purposes, even though an Inuk or DIO may not have to pay anything or buy the land. The cost of the land to the Inuk or DIO, for income tax purposes, will be the "fair market value" price. The "fair market value" means the price a stranger wanting to buy the land would pay, not the actual price paid. The "fair market value" to be used here is the fair market value at the time when either,:

a) the Inuk or DIO that now owns the land registers the land with the Land Registry Office (ownership is registered when the Land Registry Office is officially told who owns a specific parcel -it adds the name of the owner and the parcel of land to its records when it gets the documents it needs); or

b) when an Inuk or DIO receives the right to the land, whichever happens first.

The difference between a) and b) comes about because even though Inuit have received the right to use the land (that is b) it might take a long time after that to register the proper title.

The fair market value does not apply to property that is owned by the DIO or Inuk which under the *Income Tax Act* is called "depreciable propert y".

Disposition of Lands

30.2.3 This Section describes how to calculate the sale price (proceeds of disposition) and deals with what happens if the DIO sells or gives away land:

a) to an Inuk, and the land has never before been sold or given away; or

b) to another DIO within the first 10 years of the DIO becoming the owner of the land.

[n each of these cases, the Income Tax people will treat this land as if was sold for either what the DIO actually was paid for the land or the price the DIO paid to get the land in the first place - whichever is more money. (Because of what Section 30.2.2 says, the price of the land to the DIO will usually be what the land was worth when the DIO became the owner.) Normally this rule will mean that the DIO will not have to pay tax unless it was paid more money for the land that the land was worth when the DIO got it.

The second part of the Section says, for tax purposes, the price of the land for the Inuk or the DIO which gets the land will be the same amount as the amount the DIO (that sold it) is considered to have paid for it.

The rules mean, in usual cases, it will be possible for a DIO to transfer the Inuit Owned Lands to another DIO or Inuk without any tax having to be paid.

Disposition of Depreciable Property

Real property normally means land and the buildings onthe land. But real property in the *Income Tax Act is* divided into two categories. One is called "non-depreciable property" which is the land. The other is called "depreciable property" which includes the buildings. It is called "depreciable" because unlike the land, it will wear away over time. When buildings are used for business, the *Income Tax Act* will let the owner claim a deduction on the taxes to be paid. This is because the buildings are getting older and may not be worth what they were originally.

30.2.4 This Section says that the same rules (explained in Sections 30.2.2 and 30.2.3) that apply to the land also apply to buildings with only a few changes. The changes are needed because if the DIO has claimed a deduction for the building, for Income Tax reasons, there may have to be some tax adjustments made when the building is sold or given away. Most DIOS will not probably be subject to income tax. Therefore, it is likely that this Section will not apply in very many cases.

Article 31: Nunavut Trust

Explanation: There are no definitions in this Article but there are some legal terms used here that should be explained:

"Trust" means a legal arrangement where a person or certain people are given responsibility of looking after something wisely on behalf of other people;

"Trust Deed" means the legal document that is used to create the Trust, it sets out the rules that the Trust and Trustees must operate by;

"capital", "capital transfer" mean the monies the Government will pay to the Nunavut Trust;

"income" means the money the Trust makes when it invests the capital:

"principal beneficiary" means the organization that will receive the income that the Trust makes each year; and

"beneficiaries" means any other organization, in addition to the principal beneficiary, that is named by the Trust to get some of the Trust's income.

Part 1: General

31.1.1 This Section says before the Final Agreement is ratified, TFN will set up the Nunavut Trust. Using a legal document called a Trust Deed, the Trust will be set up to receive the capital transfers ($1. 148 billion) from Government. The capital transfer is explained in Article 29. The Trust will also get the money the Government has to pay to Inuit for rents ("royalties") from mineral development (see Article 25). The Trust will invest the monies it receives. Any money it makes ("income") will be given to the principal beneficiary or beneficiaries named in the Trust Deed.

31.1.2 This Section says the Trust must be set up in Canada.

31.1.3 This Section says the Trustees of the Trust will be responsible for running the Trust. The Trustees are appointed by the Regional Inuit Organizations or can be appointed by another way as long as the rules in Section 39.1.6 are followed.

31.1.4 This Section says the Trust Deed will allow the Trustees to make changes to the Trust Deed if Inuit approve each change by voting on it. (Explanation: The Deed says each region will hold a vote. There has to be a majority of people in each region supporting the change before it can be made.)

31.1.5 This Section says the legal rule called "rule against perpetuities" (no limit on time) does not apply to the Nunavut Trust. (Explanation: Without this provision in the Final Agreement, a legal rule would apply that limits the length of time a Trust can exist. Some Trusts cannot last forever. By eliminating this rule, the Trust can last for as long as there are Inuit or as long as Inuit and Government want it to.)

31.1.6 This Section says when the Trustees are looking after the money in the Trust, they must follow good management practices. The Trustees must make sure that the money continues to be protected and invested so they can keep making more money.

31.1.7 This Section says even though the rule in Section 31.1.5 doesn't apply to the Trust, other laws, including tax laws, do apply to the Trust and other Inuit organizations.

Part 2: Access to Information

31.2.1 This Section says the following information must always be available to all Inuit:

a) the Trust Deed used to set up the Trust;

b) the legal documents used to set up the Inuit organization that is identified as the "principal beneficiary" and other "beneficiaries"; and

c) annual reports of the Trust, principal beneficiary and other beneficiaries.

Part 3: Standing

31.3.1 This Section says if Inuit believe that the Trust, principal beneficiary or other beneficiary, if there is one, are not doing what the Trust Deed or the by-laws of the organizations say must be done, Inuit can go to court to make sure that the Trust, principal beneficiary or other beneficiary follows these rules.

Article 32: Nunavut Social Development Council

Explanation: This Article sets up the Nunavut Social Development Council and describes what it will do.

Part 1: General Principles

32.1.1 This Article describes the rights Inuit will have to help develop social and cultural policies, design social and cultural programs and make decisions about the way these programs are delivered to Inuit in Nunavut.

Part 2 Government Obligations

32.2.1 This Section says according to Section 32.1.1, the Government must:

a) provide opportunities to Inuit to do what is described in Section 32.1.1.; and

b) try to reflect Inuit goals and objectives in these policies, programs, and the way they are delivered in Nunavut.

Part 3: Establishment of Nunavut Social Development Council

32.3.1 This Section says the Nunavut Social Development Council will bean Inuit-run organization that will have responsibilities of promoting the principles and objectives in Section 32.2.1. This Section recognizes that there may be other organizations created in the Final Agreement and outside of the Final Agreement that may also promote these principles and objectives.

32.3.2 This Section says that the Council will be run as a "non-profit DIO". This means that the Council is a corporation that cannot have shares or operate to make money. All of the rules that apply to non-profit corporations will apply to the Council, including tax laws.

32.3.3 This Section says the Council will work with Inuit to identify and promote their social. and cultural development goals and objectives. It will encourage Government to design and implement social and cultural development policies and programs for Inuit. To fulfill these roles, the Council will:

a) do research on social and cultural issues;

b) publish and distribute information on social and cultural issues to Inuit, Government, and the public;

c) consult and work with the organizations at the community, regional, Nunavut-wide and federal levels;

d) advise Government and Inuit on social and cultural policies, programs, and services in or affecting Nunavut; and

e) do other things that relate to social and cultural issues in Nunavut.

32.3.4 This Section says each year the Council will prepare a report on Inuit culture and-society in Nunavut. It will give this report to both the Leader of the Territorial Government to present in the Legislative Assembly and the Minister of DIAND to present to the House of Commons.

Article 33: Archaeology

Explanation: There is no definition given for archaeology in this Article. To better understand these provisions, it might be of some use to think of archaeology as learning about people by studying the bones, tools, and other things found in the ground that belonged to people who lived a long time ago. In this Article the objects archaeologists find are called "specimens".

Part 1: Definitions and Interpretation

33.1.1 The following words are used a lot and have a special meaning for this Article. They are explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

"archaeological site" means a place in Nunavut that is important for historical or archaeological reasons or a place where an archaeological specimen is found;

"archaeological specimen" means an object that is found in the ground and is of archaeological importance;

"areas administered by the Canadian Parks Service" means National Parks, National Marine Parks, National Historic Parks, Canadian Landmarks and National Historic Sites operated by Canadian Park Service;

"Designated Agency" means the Government agencies and departments or bodies that replace them that are described in Schedule 33-1;

"long-term alienation" means

a) selling or giving away a specimen; or

b) loaning a specimen by its owner to another person or organization:

i) without saying when the specimen has to be returned to the owner; or

ii) for a period of time that is for three years or longer;

"private property" means things other than land, but includes things found on the land that you can prove you own even though you may not own the land or have a legal interest in the land (for example a meat cache or a rifle that might have been lost on the land);

"public records" means records or files that a Government department or agency of either Government and at any level has.

33.1.2 This Section says the Sections in this Article apply not only to the land but to the marine areas in Nunavut.

Part 2: General Principles

33.2.1 This Section says the archaeological sites and specimens that are found in Nunavut are called the "archaeological record" and these specimens and sites are a record of the use and occupancy of the lands, animals and other resources in Nunavut by Inuit. They represent Inuit heritage and culture and, because of that, these sites and specimens are very special to Inuit. Government understands this. This special relationship Inuit have with the "archaeological record" in Nunavut has to be recognized through their special rights to and responsibilities for the sites and specimens provided in the Final Agreement and this Article.

33.2.2 This Section says that because of the spiritual, educational, cultural and religious importance of the archaeological record to Inuit, Inuit must participate in identifying, protecting, saving and interpreting archaeological sites and specimens.

33.2.3 This Section says Government and Inuit must balancetheir responsibilities for managing and conserving archaeological sites and specimens.

33.2.4 This Section says there is an urgent need to build facilities in Nunavut, such as museums, in Nunavut that can be used to keep and display archaeological specimens. Over time Inuit and Government agree that a large portion of the found in Nunavut should be kept in Nunavut and not sent to museums in the south.

33.2.5 This Section says there are special places in Nunavut that are of very special spiritual, cultural and religious importance to Inuit. This Article describes the special rights Inuit have to these places.

Part 3: Inuit Participation

33.3.1 This Section says the Inuit Heritage Trust will participate with Government when Government is developing its policies and laws about archaeology, archaeological sites, and specimens in Nunavut.

Part 4: Inuit Heritage Trust

33.4.1 This Section says within one year of the Final Agreement being ratified, the TFN or its replacement will have to setup a trust called the Inuit Heritage Trust. It will be created in the same way the Nunavut Trust is. This is by using a legal document called a Trust Deed. (Look at Article 31 for the explanation of a Trust Deed).

33.4.2 This Section says the Heritage Trust will be run by Trustees who are appointed by the DIO. The Trustees should be people with a balance of knowledge of Inuit culture and technical expertise.

33.4.3 This Section says the Heritage Trust will continue over time to get more and more responsibilities for supporting and helping to conserve, maintain, restore and display archaeological sites and specimens in Nunavut.

33.4.4 This Section says one of the responsibilities of the Heritage Trust will be to care for and safely use the archaeological sites and specimens it has responsibility for.

33.4.5 This Section says the "Designated Agency" will

give the Heritage Trust information about archaeological work that it has and, with reasonable restrictions on access, release information according to the laws.

Part 5: Permit System

33.5.1 This Section says in the laws and policies the Heritage Trust will help Government to prepare (see Part 3) and set up a permit system. This permit system will deal with archaeological sites. It will set out how to protect, record, report, restore (or rebuild) archaeological sites, if they need it, and how to excavate the sites. Excavating sites usually means removing the site and rebuilding it somewhere else. The laws and policies on the permit system will also set out the penalties or punishments for people who disturb sites or specimens or try to exchange or sell archaeological specimens.

33.5.2 This Section says the law and policies will not let a person with a permit search out or record where a site is, then investigate, excavate or alter it in any way without the permission of the owners of the land. The owners have to be reasonable with the person who requests the permission.

33.5.3 This Section says the Designated Agency will send the Trust a copy of any application for a permit to do any archaeological activity (for example: investigate or remove specimens), unless there is an emergency.

33.5.4 This Section says when the Trust receives a copy of an application from the Agency, the Trust will review the application. It can object to the application in writing. The Trust will have a specific amount of time to review and send its response to the Agency. The Agency will discuss the number of days the Trust needs to review the application and then set a time limit for the Trust's response.

33.5.5 This Section says if the Trust objects to an application and gets its response to the Agency within the time limit, the Agency will:

a) not issue the permit;

b) investigate the Trust's objections; then

c) send a copy of its report on the investigation to the Trust.

33.5.6 This Section says where objections are made, because of one of the following situations, the Agency will reject the application for the permit. The situations are

a) where no plans have been made to let Inuit participate or benefit; or where in the pasta promise was made to let Inuit participate and benefit and the promise is not honoured by the permit holder; or

b) where there may be significant disturbance to a spiritual or religious site - the Trust will be responsible for defining what the "significant disturbance" is and will consult with the Agency about this.

33.5.7 This Section says the Agency can grant a permit but will attach any condition to the permit, as requested by the Trust. The condition could require the permit holde, do the following tasks after the permit holder finishes the research work out on the land each season:

a) the permit holder will go to a place in the closest community that is identified by the Trust to explain what work was done that season and discuss the work; and

b) if a specimen was removed from the site, the permit holder gives the community an opportunity to examine the specimen.

33.5.8 This Section says if the application for a permit is related to some type of land use that will require a land use permit too, then the Agency does not have to reject the application as it says in Section 33.5.6 but it can issue the permit. If it issues the permit, the Agency must have terms and conditions added to the permit that deal with the objections identified by the Trust.

33.5.9 This Section says the law and policies referred to in Part 3 will state that the permit holder has to prepare and give a report to the Agency and the Trust. The Agency will provide an Inuktitut summary of the report when it is requested by the Trust.

33.5.10 This Section says any books or other written materials about archaeology in Nunavut done by the Agency for the public, will be translated into Inuktitut and made available by the Agency.

33.5.11 This Section says some permits will say that a specimen has to remain "in situ". This means that the specimen must remain where it was found and not be disturbed. Often it is necessary to keep the specimen where it was found because of historical or scientific reasons. All other specimens that are collected by the permit holder have to be given to the Agency or the Trust at a place and time that is identified in the permit.

33.5.12 This Section says where a person applies to get a land use permit in Nunavut, and there is good reason to believe there are archaeological sites of importance on the lands affected, then the land use permit cannot be given without the written approval of the Agency.

33.5.13 This Section says a land use permit referred to in Section 33.5.12 will include the plans to protect and restore the archaeological site(s) and the ways this protection and restoration will be done by the permit holder. The Agency can attach other terms and conditions it considers necessary.

Part 6: Employment and Contracting

33.6.1 This Section says if an agency of Government plans to contract its archaeological work in Nunavut out to private contractors, the agency must:

a) give preference to qualified Inuit contractors, if the

agency calls for contractors to submit their proposals; and

b) make sure that all contractors give preference to hiring qualified Inuit.

33.6.2 This Section says any archaeological programs in Nunavut that are administered by Government will follow the employment and training provisions described in Article 23.

Part 7: Title in Specimens

33.7.1 This Section says the Government and the Heritage Trust together own all the archaeological specimens found in Nunavut except for:

a) public records (see definitions - Part 1);

b) person's private property (see definitions - Part 1); or

c) archaeological specimens found within areas administered by the Canadian Parks Service (see definitions - Part 1).

33.7.2 This Section says the specimens that are found within areas administered by the Canadian Parks Service must be managed as described in this Article.

33.7.3 This Section says if specimens are disturbed or relocated from the place they were found, they shall be managed as described in this Article.

33.7.4 This Section says both the Agency and the Heritage Trust have to approve, in writing, any long term alienation (explained in Part 1) of any specimen found in Nunavut.

33.7.5 This Section says if the Agency and the Heritage Trust cannot agree on a proposal for a long-term alienation described in Section 33.7.4, then the decision will be made by a panel of arbitrators as set out in Article 38. When making a decision, the panel will take into account the intent of the Final Agreement, the provisions of this Article and any other relevant things.

33.'7.6 This Section says it will be up to the Heritage Trust to decide where to keep the specimens or what to do with them when found on Inuit Owned Lands.

33.7.7 This Section says it will be up to the Agency to decide where to keep or what to do with the specimens found in Nunavut on lands not owned by Inuit. The Agency's decision must first consider the rights the Heritage Trust has in this Article to keep the specimens.

33.7.8 This Section says public records will be managed and owned by Government, no matter where they are found.

Part 8: Use of Archaeological Specimens

33.8.1 This Section says the Agency will try to place most of the specimens found in Nunavut in museums and other institutions in Nunavut.

33.8.2 This Section says the Trust may ask the Agency for any specimen found in Nunavut or held by any federal or territorial Government agency. Requests by the Trust will not be refused *unless*:

a) the Trust is not able to take care of the specimen without putting it into risk;

b) the Trust is not able to provide the public and scientists with an opportunity to have access to the object if they should want to see it;

c) the Agency has an agreement with the non-Governmental source from which it acquired the specimen and one of the terms and conditions prevents it from loaning the specimen;

d) Canadian Museum of Civilization, the National Archives of Canada, the Canadian Parks Service or a territorial Government agency, needs the specimen:

i) for its own display or research; or

ii) because it has unique qualities;

e) the condition of the specimen is so fragile it Ocannot be removed;

f) the specimen was already offered to some organization other than a federal or territorial agency and it still has it.

33.8.3 This Section says if the agency accepts the request of the Trust referred-to in Section 33.8.2, then the agency can attach terms and conditions that are commonly applied by institutions involved with specimens. The agency can set a limit on the length of time the Trust can keep the specimen.

33.8.4 This Section explains what happens if the Trust makes a request under Section 33.8.2 for a specimen, and that specimen is on loan to a person or body that is not a Federal or Territorial Government agency. The Trust will have the first opportunity to get the specimen when it is returned to the agency, as long as the Trust accepts terms and conditions that the agency may set according to Sections 33.8.2 and 33.8.3.

33.8.5 This Section says when the Designated Agency requests a specimen from the Heritage Trust, the Trust may grant this request if the Trust and the Agency negotiate a deal.

Part 9: Place Names

33.9.1 This Section says Inuit refer to many locations, sites, landmarks, and other places in Nunavut by their traditional Inuit names. As a result, the official names may be changed back to their traditional names, according to the process in Section 33.9.2.

33.9.2 This Section says the process to change official names to the traditional Inuit names will be similar to the one described in the GNWT policy called Territorial Directive 17.03 on *Geographical and Community Names,* dated March

28, 1990. The Heritage Trust must be consulted about the place names before decisions are made.

Schedule 33-1 (Section 33.1.1) - "Designated Agency"

Part 1: Designated Agencies in the Federal Government

Canadian Permanent Committee on Geographical Names
Social Sciences and Humanities Council of Canada
Canadian Museum of Civilization
Canadian Parks Service
National Archives of Canada
Department of Communications
Secretary of State
DIAND

Part 2: Territorial Government Designated Agencies

Prince of Wales Heritage Centre

Article 34: Ethnographic Objects and Archival Materials

Explanation: This Article deals with management and proteciton of objects and materials that are of great importance to Inuit, but are not considered archaeological specimens. This Article also explains how Inuit will be involved by the management and protection of these objects and materials.

Part 1: Definitions and Interpretation

34.1.1 The following words are used a lot in this Article. They are explained here so that an explanation is not required each time these terms are used elsewhere in this Article:

"ethnographic object" means an object that is made, worked on or used by people that has been collected and is used to interpret and describe a culture; unlike archaeological specimens, these objects are not old ones found buried on the land (they include crafts being made by people);

"archival material" means unpublished or unique material or records that shed light on the past.

34.1.2 This Section says nothing in this Article will be interpreted by a Court to be in conflict with the Sections in Article 33.

34.1.3 This Section says the Sections in this Article apply not only to the land but the marine areas in Nunavut.

Part 2: General

34.2.1 This Section says any programs dealing with ethnography in Nunavut that are administered by Government will follow the employment and training provisions described in Article 23.

Part 3: Ethnographic Objects

34.3.1 This Section says the Canadian Museum of Civilization and the Territorial Government ethnographic agency will always try to lend the greatest number of ethnographic objects that it can to institutions in Nunavut, such as the Heritage Trust.

34.3.2 This Section explains what happens when a request is made by the Heritage Trust to borrow an ethnographic object from or relating to Nunavut. If it is being held by a federal or territorial Government ethnographic agency, the ethnographic agency will not refuse the request unless:

a) the object could be damaged or destroyed because the Trust is not equipped to handle such objects (for example: if the building the Heritage Trust wanted to display the object in did not have a good security system and there was a possibility the object could be stolen), then the agency could refuse the request;

b) the Trust would not able to provide the pubic and scientists with an opportunity for the public and scientists to get access to the object if they want to see it;

c) the Agency has an agreement with the non-Governmental source from which it acquired the object and one of the terms and conditions prevents it from loaning the object;

d) the Canadian Museum of Civilization, National Archives of Canada, Canadian Parks Service or Territorial Government agency needs the object:

i) for its own display or research, or,

ii because it has unique qualities.

34.3.3 This Section explains what happens when the agency accepts a request of the Trust as referred to in Section 34.3.2. The agency can attach terms and conditions that are commonly applied by institutions involved with ethnographic objects. The agency can set a limit on the length of time the Heritage Trust can keep the object as a condition.

34.3.4 This Section explains what happens when the Heritage Trust makes a request under Section 34.3.2 for an ethnographic object, and it is on loan to a person or body that is not a Federal or Territorial Government agency. The Trust will have the first opportunity to get the object when it is returned to the agency, as long as the Heritage Trust accepts any terms and conditions that the agency may set according to Sections 34.3.2 and 34.3.3.

Part 4: Archival Materials

34.4.1 This Section says a request by the Heritage Trust to borrow original archival material relating to Nunavut will be treated on the same basis as a request by any other institution. Specifically, if the Trust requests to borrow material to display, exhibit, or copy for research purposes, the Canadian Museum of Civilization, National Archives and territorial agencies must treat the Trust on the same basis they treat other institutions.

Article 35: Enrolment

This Article explains who will be eligible to receive the rights and benefits of the Final Agreement. This Article *does not* deal with who is eligible to vote on the Final Agreement, that is explained in Article 36 (see Section 36.2.4).

Part 1: Principles and Objects

35.1.1 This Section says this Article:

a) recognizes it is Inuit who can best decide who is an Inuk for the purpose of the Final Agreement;

b) guarantees that Inuit will decide who is an Inuk for the purpose of being enroled under the Final Agreement;

c) sets out the process that is fair and just to determine who is an Inuk for the purpose of the Final Agreement and for being enroled under the Final Agreement.

Part 2: Inuit Enrolment List

35.2.1 This Section says a DIO will be responsible for making an Inuit Enrolment List. A DIO will have to keep the List up to date with all of the names of Inuit who are entitled to be enroled in the Final Agreement. This List will be kept as long as the Final Agreement exists.

35.2.2 This Section says any person whose name is on the Inuit Enrolment List and is alive is entitled to benefit from the Final Agreement.

Part 3: Enrolment Requirements

35.3.1 This Section says in addition to the rules in Sections 35.3.3 and 35.3.5, a person who:

a) is alive,

b) is a Canadian citizen,

c) is an Inuk according to Inuit customs,

d) thinks of herself or himself as an Inuk, and

e) is associated with

i) a community in the Nunavut, or

ii) Nunavut,

is entitled to have her or his name on the List.

35.3.2 This Section says for the purpose of Sub-Section 35.3. 1(d), a person who is legally responsible for another person who is disabled and unable to identify herself or himself as an Inuk can identify that person as an Inuk.

35.3.3 This Section says a person who is enroled in the Final Agreement cannot be enroled in any other Canadian aboriginal land claims agreement at the same time.

35.3.4 This Section says a person, who is enroled in another Canadian aboriginal land claims agreement and entitled to be enroled in the Final Agreement, can transfer from the other agreement to the Final Agreement. During the time the person is enroled in the Final Agreement, they must give up their benefits in the other agreement. It will be up to the DIO to decide the date this Section can be used by beneficiaries of other Canadian aboriginal land claims agreements.

35.3.5 This Section says no person is required bylaw to apply to be enroled in the Final Agreement, it is the choice of each person to apply to enrol for the Final Agreement.

35.3.6 This Section says once a person is on the Inuit Enrolment List, it is up to that person to remove her or his name if they no longer want to participate in the Final Agreement. In order to get her or his name removed, a person has to write the DIO telling the DIO to remove the name. There is nothing preventing a person from re-applying to be put back on the List after they have removed their names.

Part 4: Community Enrolment Committees

35.4.1 This Section says each community in Nunavut will have a Community Enrolment Committee (CEC).

35.4.2 This Section says the CEC will decide:

a) whether a person applying to be enroled in the Final Agreement meets all of the requirements that are listed in Part 3;

b) on its own or where it is asked to decide by another person who is enroled, whether a name of a person already on the Inuit Enrolment List should be removed because the person no longer meets all of the requirements that are listed in Part 3.

35.4.3 This Section says an interim or temporary CEC will be set up in each community with anywhere between three and six people chosen by the elders of the community.

35.4.4 This Section says the temporary CECS will decide who is entitled to be enroled on the Inuit Enrolment List, and these persons will be enroled by the DIO. The CECS have to finish this work before one year passes from the day the Final Agreement is ratified.

35.4.5 This Section says in each community, once the work is finished under Section 35.4.4, it will be left to the people enroled on the List in each community to set up a permanent CEC for their community.

Part 5: Appeals

Explanation: The word “appeal” is used herein a legal way. In legal terms, an appeal means a process to review a decision by a lower body and decide whether to allow the decision by the lower body to remain or be changed. This appeal process involves having an Appeals Committee, set up in this Part, reviewing the decision of the CEC.

35.5.1 A Nunavut Enrolment Appeals Committee (called "the Appeals Committee" from now on) will beset up to hear and decide

a) an appeal by a person who applied to be put on the Inuit Enrolment List and was left off by the CEC, or an appeal by someone already on the List but appealing the CEC'S decision to include or remove the person on the List;

b) appeals of CEC'S decisions about removing or not removing someone from the List; these appeals can be done a person whose name was taken off the list or by a person who is enroled; and

c) applications for enrolment by a person who thinks he or she meets the factors in Paragraph 35.3. 1.(e)(ii) but not Paragraph 35.3. l(e)(i).

35.5.2 This Section says the Regional Inuit Associations will each appoint one person from each community in its region to be put on a list of members for the Appeals Committee for its region.

35.5.3 This Section says the Appeals Committee will be made up of all of the persons whose names are on the lists for each of the three regions created under Section 35.5.2.

35.5.4 This Section says the members for each region will elect from among their own regional list of members, a co-chairperson of the Appeals Committee.

35.5.5 This Section says three members of the Appeal Committee will hear the appeals and make decisions. The three members are the co-chairperson of the region where the person is bringing an appeal will hear the appeal, along with another member from the regional list and another co-chairperson from another region.

35.5.6 This Section says the Appeals Committee can hear new evidence that was not reviewed by the CEC when it made its decision.

35.5.7 This Section says an appeal of a decision made by a temporary CEC, has to be heard and decided by the Appeals Committee within 2 years after the Final Agreement is ratified.

35.5.8 This Section says the decisions of the Appeals Committee are final. However, the Appeals Committee must follow the legal rules called the "principles of natural justice". The Committee must act within its powers. (Explanation: The "principles of natural justice" are rules about how a court or a body such as the Appeals Committee has to conduct its hearings and deal with a person who is directly affected by the decisions that the body makes. Some of these rules include giving notice-or formally informing a person that there will be a hearing on a matter that will directly affect them, letting that person hear the case against them and letting that person speak so the body can hear the person's side of things. The requirement to follow these rules is also explained in Section 36.6.2.)

35.5.9 This Section says no member of the permanent or temporary CEC can ever be a member of the Appeals Committee.

35.5.10 This Section says changes may be made to Section 35.5.2 to 35.5.5 if the majority of the of the CECS agree.

Part 6: Proceedings of Committees

35.6.1 This Section says in addition to what it says in Section 35.6.2, the CECS and the Appeals Committee can make their own rules about holding hearings, including rules about using teleconferencing, presentations in written form, and time limits.

35.6.2 This Section says when the CEC is making a decision that would accept, deny or remove the entitlement of a person to be enroled, the CEC must:

a) give notice to all persons directly affected by this decision that the matter is going to be heard and a decision made; and

b) give these persons an opportunity to make their own presentations.

35.6.3 This Section says any person directly affected by a decision of the CECS or Appeals Committee is entitled to receive written reasons for a decision.

35.6.4 This Section says the hearings of the CEC and Appeals Committee will be held in Inuktitut. If a committee member or either the person bringing an application or appeal or the person responding to an application or appeal asks, the CEC or Appeals Committee will also operate in English, French, or both.

Part 7: Publication of Inuit Enrolment List

35.7.1 This Section says each CEC will make its Community Enrolment List, with the names of people enroled, available to the public for free.

Part 8: Implementation

35.8.1 This Section says the Government of Canada is responsible for paying all of the expenses in setting up and operating the temporary CECS and the Appeals Committee up to 2 years after the Final Agreement is ratified.

35.8.2 This Section says the DIO is responsible for keeping an up-to-date Inuit Enrolment List and for coordinating enrolment procedures.

Part 9: Amendments

35.9.1 This Section says no matter what Section 2.13.1 says, the Tungavik cannot agree with Government to make a change to the Sections in this Article without the agreement of the CECS.

Article 36: Ratification

Explanation: This Article explains how the Final Agreement is made legal and binding on the Inuit, Canada and everyone else. It outlines what the Inuit and Canada have to do to ratify (officially and legally accept) the Agreement. The rules for the Inuit Ratification Vote are explained. The provisions that are to be included in the federal Government law that will ratify the Agreement are also explained.

36.1.1 This Section says when the Government and TFN negotiators initial the Final Agreement, the Final Agreement will be given to Inuit and the Federal Government, on behalf of the Queen, to see if they accept it. If they accept, the Agreement will be said to be ratified. This is called ratification. The process that has to be followed for ratification of the Final Agreement is explained in this Article.

36.1.2 This Section says Inuit of Nunavut will ratify the Final Agreement if they do the following:

a) a majority of the Inuit in each of the three regions who are eligible to vote on the Final Agreement vote in favour of the Final Agreement and give the TFN Board permission to sign the Final Agreement; and

b) the TFN Board members sign the Final Agreement.

(Explanation: This Section says in order for the Final Agreement to be ratified a vote has to be held and a majority of those eligible to vote in each region have to vote in favour. This means the Final Agreement will not be ratified **unless** 50% plus one of the people who were qualified to vote in each of the three regions votes in favour of the Final Agreement. If in one region only 36% of the people eligible to vote show up to vote and all vote in favour of the Final Agreement, the Final Agreement could not be ratified because in that region 50% plus one of the people who were qualified to vote for the Final Agreement *did not vote "yes"* - only 36% .)

36.1.3 This Section says the Federal Government, on behalf of the Queen, will ratify the Final Agreement when the following happens:

a) the Cabinet agrees to give the Minister permission to sign the Final Agreement; and

b) Parliament votes and passes a ratification law for the Final Agreement and that law comes into force.

Part 2: Inuit Ratification Vote

Ratification Committee

36.2.1 This Section says once the Final Agreement isinitialled by the Government and TFN negotiators, then a Ratification Committee will be setup to organize and run the Inuit ratification vote.

36.2.2 This Section says the Ratification Committee will be made up of five people - three people named by TFN and two people named by Government.

36.2.3 This Section says the Ratification Committee will be responsible for preparing a budget of the money needed for the Committees work. The Government has to approve the budget. Once it is approved the Government will give the budget money to the Ratification Committee,

Official Voters List

36.2.4 This Section says the Official Voters List will be a list of all of the names of the people who will be eligible to vote on the Final Agreement. This is *not* the same as the Inuit Enrolment List which is the list of all of those people who will be eligible to be enroled in the Final Agreement. People eligible to vote will be "Inuit" underpart(a) of the definition of Inuit in Article 1 who are:

a) 16 years old or older on the last day of the ratification vote;

b) alive;

c) Canadian citizens; and

d) not enroled in any other aboriginal land claims agreement.

Explanation: The people who vote are not the same as those people eligible to be enroled. The requirements are somewhat different. One of the most noticeable differences between the people eligible to vote and those eligible to get enroled is the requirement that the people eligible to vote have to be people defined as Inuit under Part (a) of the definition of Inuit. Part (a) says Inuit means "all those members of the aboriginal people, sometimes known as Eskimos, that have traditionally used and occupied and currently use and occupy, the lands and waters of Nunavut. ..". Under Part (a), Inuit are the people who are Inuit by race, not Inuit by community acceptance. [t is Inuit, as defined under Part (b), who are the people who are enroled in the Final Agreement.

36.2.5 This Section says the Official Voters List will be made up of Regional Voters List for Kitikmeot, Keewatin and Baffin. The Regional Voters Lists will be made up of the Community Voters Lists for each community in the Region.

36.2.6 This Section says after 60 days after the Ratification Committee is established, a preliminary voters list will be posted - which will be the Community Voters List -in each community in Nunavut. The Ratification Committee can use a different method to show the preliminary voters list. The preliminary voters list will be made up of those on a preliminary enrolment list provided by TFN that are at least 16 years old by the last day of the ratification vote and are "Inuit" as defined in Part (a) of the definition of Inuit.

36.2.7 This Section says the Voters List Committee which is set up under Section 36.2.9, will decide whether or not to include the name of a person who has applied to be enroled under Article 35 and has not yet been accepted, and is appealing to the Appeals Committee, under Part 5 of Article 35.

36.2.8 This Section says no later than 30 days after the

posting of the preliminary voters lists in communities,

a) a person who is not included in Section 36.2.7 and who is either not on the preliminary voters list or is on the wrong community list, may apply to the Voters List Committee to have her or his name put on the correct voters list; and

b) a person who is on the voters list can ask the Voters List Committee to consider removing the name of another person who is on the voters list.

36.2.9 This Section says the Voters List Committee will be responsible for making decisions required under Section 36.2.7 and 36.2.8. There will be four members on the Voters List Committee - three people will be appointed by TFN and who will not have heard appeals regarding the preliminary enrolment list, and one observer appointed by Government who cannot vote.

36.2.10 This Section says once the Voters List Committee makes a decision it will notify the person involved and the Ratification Committee. The decision of the Voters List Committee will be final.

36.2.11 This Section says after the Voters List Committee has made decisions on all of the applications made to it, the Ratification Committee will have seven days after this to send a voters list to Government and TFN. This list will be the preliminary voters list with any changes made by the Voters List Committee. Once Government and TFN approve the list, the Ratification Committee will publish the list as the Official Voters List.

Information

36.2.12 This Section says the Ratification Committee will do all that it can to make sure Inuit who are eligible to vote on the Final Agreement get an opportunity to review the Final Agreement in detail. To ensure Inuit are well informed, community meetings will be required. Also materials must be made available in Inuktitut and distributed throughout Nunavut.

Voting Process

36.2.13 This Section says the Inuit ratification vote cannot be held until 30 days after the publication of the Official Voters List. The Ratification Committee will identify the days when the vote will take place.

36.2.14 This Section says the Inuit ratification vote will be held on the same days for all of those who are eligible to vote. There will also bean advance poll for those who won't be around to vote on the days set aside for the vote.

36.2.15 This Section says the vote will be by secret ballot.

36.2.16 This Section says voting ballots will be written in Inuktitut, English and French.

36.2.17 This Section says the Ratification Committee will be responsible for holding the vote, counting the ballots, and publishing the results. The Ratification Committee will keep all of the ballots and will keep records of all of the events and decisions dealing with the vote. This information will be available to Government and TFN should either want to look at it. Six months after the vote, the Ratification Committee will send all of its documents to the National Archives of Canada. The documents will not be thrown away or destroyed unless TFN and Government agree. TFN and Government will have access to these documents and can make copies if they want to.

Part 3: Government Ratification Process

36.3.1 This Section says the Government of Canada will present the Final Agreement to Parliament and request Parliament to pass the law ratifying the Final Agreement. This can only take place after the TFN Board members and the Ministers have signed the Final Agreement, as described in Section 36.1.2 and 36.1.3, and TFN has been consulted, as described in Section 2.6.1. The law that will be introduced to Parliament will include the following things:

a) it will have a clear statement that says the Final Agreement is ratified;

b) it will say that the Final Agreement is given effect and that everyone, even those who are not parties to the Final Agreement must follow the rules of the Final Agreement;

c) it will say that the rights and benefits in the Final Agreement will not "merge" in this ratification law or any law;

(Explanation: this is the same as the provision on merger in Article 2- look at Section 2.3.1)

d) it will say if the ratification law goes against the Final Agreement or, as lawyers would say, there is a "conflict or inconsistency" between the Final Agreement and the law to ratify the Final Agreement, the Final Agreement wins out over this specific law;

e) it will say that the money to be paid to Inuit under Article 25 and 29 of the Final Agreement will be paid out of the public monies the Government has in an account called the Consolidated Revenue Fund;

f) it will say that it will follow the rules that are set out in Sections 53 and 54 of the *Constitution Act, 1867;*

g) it will have two introductory statements that say:

i) the Queen and the Inuit of Nunavut have entered into an Agreement; and

ii) Article 36 of the Final Agreement requires the Queen to ratify the Final Agreement by a law passed by Parliament;

h) it will say that this ratification law must be respected by Government and its employees; and

i) it will say that this ratification law will be in effect on _____date_____ or an earlier clay that may be stated under the authority of the law.

Part 4: Timetable

36.4.1 This Section says the Inuit ratification vote will be held before _____date_____

36.4.2 This Section says ratification by the Federal Government, on behalf of the Queen, will be finished by _____date_____

NOTE: The dates will be filled in before the TFN and Government signs the Final Agreement.

Article 37: Implementation

Explanation: This Article deals with all of the issues concerning how the Final Agreement is put into effect. It outlines the rules that have to be followed by Inuit and Government. It will explain who will be responsible for implementing the Final Agreement, and how it will be done. With respect to Inuit responsibilities for implementation, there is a Section dealing with an Implementation Fund, Training Trust and Training Plan to help Inuit participate fully in implementation and in the benefits the Final Agreement provides.

Part 1: Guiding Principles

37.1.1 This Section says the TFN and Government will follow certain principles when they are putting the Final Agreement into effect. These principles will also be reflected in the Implementation Plan. The principles are:

a) Inuit and Government will always be involved in planning and watching over how the Final Agreement is put into effect;

b) implementation will respect the objective of the Final Agreement which is to encourage Inuit to become self-reliant and to promote the cultural and social well-being of Inuit;

c) in order for Inuit to benefit from the Final Agreement, Inuit must be involved in the implementation of the Final Agreement and implementation must be done well without wasting time;

d) even though implementation of the Final Agreement continues as long as the Final Agreement is in effect, in order to implement it in a manageable way, Inuit and Government will:

   i) identify what has to be done to put specific aspects of the Final Agreement into effect, to keep it operating and the costs to Government identified in specific periods of time - each planning period will cover several years (the first planning period is ten years); and

   ii) give the Implementation Panel power to move activities around from one year to another or move funds around when it is required during a planning period; and

e) the NWMB and all of the institutions of public government identified in Article 10 have a certain degree of independence from Government, therefore the funding arrangements for the institutions will:

   i) give them flexibility to manage their funds and move the funds around within their budgets like other agencies that have similar independent status from Government are able to do;

   ii) provide enough money and staff to do all of the work the institutions described in the Final Agreement have to do in a professional way that allows for the public to participate;

   iii) require the institutions to follow the regular rules that any institution in Canada has for managing its office and for accounting for the money it spends, and

   iv) make sure that the institutions can explain how they spend the money they receive.

Part 2: Implementation Plan

37.2.1 This Section says before the Final Agreement is ratified, an Implementation Plan will be developed and agreed to by the TFN, Federal Government and GNWT.

37.2.2 This Section says the Implementation Plan will describe:

a) all of the work and activities that will have to be done in order to put the Final Agreement into effect, including the ones that will last only for a specified period of time and those that will continue on as long as the Final Agreement exists;

b) what work and activities each of the DIO, GNWT or Federal Government is responsible for doing;

c) the specific amount of time that should be given to completing some of the work and activities, where this is possible;

d) the amount of funding that will be necessary to do the work and activities in the first planning period of ten years;

e) the amount of funding and the work and activities that will be done for the remaining planning periods;

f) the powers the Implementation Panel will have to move around funding or rearrange the order in which work or activities will be done in a planning period; and

g) how the Inuit and others will be kept informed and educated about the Final Agreement and how it is being implemented.

37.2.3 This Section says provisions of the Implementation Plan will be put into a-legal contract except where the parties agree that they should not be put in a contract.

37.2.4 This Section says the Implementation Plan can only be changed if all of the parties to the Plan- DIO, GNWT and Federal Government - write a letter agreeing to the change.

37.2.5 This Section says the Implementation Plan will not be part of the Final Agreement, so the Implementation Plan will not be considered to be a land claims agreement under Section 35 of the *Constitution Act, 1982* ("the Constitution"). (Explanation: This means that the rights

within this Plan are not "treaty rights" under Section 35 and therefore do not have the constitutional protection that the rights in the Final Agreement have.)

37.2.6 This Section says in the Plan, the Government work, activities, and other responsibilities will be given to either the Federal Government of the Territorial Government, (or their departments or Minister). Even though this is done, in the end, it is the Federal Government, on behalf of the Queen, that will be responsible for all of the responsibilities, work, and activities of both Governments in the Final Agreement. Nothing in this division of responsibilities affects the powers of the two Governments.

Part 3: Implementation Panel

37.3.1 This Section says within 60 days of the Final Agreement being ratified, an Implementation Panel has to be set up.

37.3.2 This Section says the Implementation Panel will have four members: one senior official from the Federal Government, one senior official from the Territorial Government and two representatives from the DIO.

37.3.3 This Section says the Implementation Panel will do the following:

a) oversee and direct the implementation of the Final Agreement;

b) watch how the Implementation Plan is put into effect to make sure that all of the responsibilities, work and activities are being done as the Plan describes and in keeping with the Final Agreement; every five years, an outside expect will be picked by the Panel to examine whether the parties are doing what they are supposed to do in the Plan and if they are following the Final Agreement when they do this; the Panel can decide not to have these reviews;

c) watch how the Implementation Training Plan is developed;

d) accept or reject the Implementation Training Plan and watch how it runs once it is accepted - (the Panel may give direction to the NITC as to how the Plan should be revised if it rejects the Plan;

e) if there is a disagreement between Government and the DIO about how the Final Agreement is being implemented the Panel can try to solve the problem -but the parties can also use the arbitration provisions under Article 38 or go to court to resolve a disagreement;

f) if necessary, the Panel can change the timing requirements for certain activities in the Plan or redistribute the funds in the Plan, but if this requires changing the Plan itself, the DIO and Government must agree;

g) advise on how much funding will be needed in the next planning periods; and

h) prepare and submit a report on the implementation of the Final Agreement, including any concerns of a particular Panel member, to the following people and organizations:

i) the Leader of the Territorial Government, so that the report can be tabled in the Legislative Assembly;

ii) the Minister of DIAND, so that the report can be tabled in the House of Commons; and

iii) the DIO.

37.3.4 This Section says the DIO, the Territorial Government and "Government ot" Canada will be responsible for paying the costs and expenses of their own members of the Panel, but the Government of Canada will be responsible for paying the other costs of the Panel.

37.3.5 This Section says all decisions of the Panel must be agreed to by all of the Panel members.

Part 4: Implementation Fund

37.4.1 This Section says once the Final Agreement is ratified, an Implementation Fund will be set up. This Fund will be run by the Nunavut Trust. It will be run as a charitable trust. (Explanation: Saying that this Fund will be run as a charitable trust means certain legal rules apply, including tax laws. For example, because the Fund will be a charitable trust, it will not have to pay GST in the same way a person or business does.)

37.4.2 This Section says this Fund will be used for only the following things:

a) to help set up and assist the Tungavik and the DIOS that will have responsibilities, work and activities in the Final Agreement; and

b) to help Inuit take advantage of economic and any other opportunities that will be available through the Final Agreement.

37.4.3 This Section says once the Final Agreement is ratified, the Government of Canada will pay the Nunavut Trust $4 million dollars ($4,000,000.00) as the core money of the Implementation Fund. If it costs Inuit more than $4 million dollars to implement their responsibilities in the Final Agreement, then Inuit and DIOS will be responsible for paying any amount in addition to the $4 million. The Implementation Fund can receive grants, donations, and gifts from other sources.

Part 5: Nunavut Implementation Training Committee

37.5.1 This Section says the Nunavut Implementation Training Committee (NITC) will be set up within 3 months of the ratification of the Final Agreement. There will be seven people on the NITC:

a) the Tungavik and four other DIOS will each appoint a person (five members in total); and

b) Government will appoint two people, one who is a senior official with experience in training and education issues from the Federal Government and the other who is a senior official with experience in training and education issues from the Territorial Government.

37.5.2 This Section says the NITC will:

a) be the Trustees of the Implementation Training Trust, which will be set up under Part 8 and considered to be a charitable Trust;

b) develop the rules on how the money from the training Trust will be spent;

c) run the Inuit Implementation Training Study that is explained in Part 6;

d) establish the principles that will guide the development of the Implementation Training Plan;

e) develop the Implementation Training Plan;

f) oversee the Implementation Training Plan to its successful completion;

g) arrange for the Government and Inuit to consult with each other about how the existing training programs and new training programs paid for by the Implementation Training Trust can fit together;

h) arrange for an outside expert to review the work of the NITC and how the Implementation Training Plan is being put into place every five years, starting five years after the Final Agreement is ratified; and

i) prepare a report each year for the Implementation Panel explaining what the NITC did that year and how it spent any Training Trust money in that year.

Part 6: **Inuit** Implementation Training Study

37.6.1 This Section says the Inuit Implementation Training Study for Nunavut will begin sometime in the three months after the date the Final Agreement is ratified.

37.6.2 This Section says the NITC will be responsible for running the Inuit Implementation Training Study.

37.6.3 This Section says the Inuit Implementation Training Study will be finished in 6 months.

37.6.4 This Section says the Inuit Implementation Training Study will:

a) identify what jobs will be needed to put the Final Agreement into effect, including:

i) jobs in the NWMB, NIRB, NPC, NWB, and SRT; and

ii) jobs with the DIOS that have responsibilities in the Final Agreement, including jobs that help Inuit take advantage of the economic opportunities in the Final Agreement;

b) identify what skills and qualifications the jobs described in (a) require; and

c) identify what short-term and long-term implementation training programs are needed for Inuit to fill the jobs identified in (a).

37.6.5 This Section says the Implementation Training Plan Study can be coordinated with the labour force analysis described in Section 23.3.1 or other Inuit training needs studies.

Part 7: Implementation Training Plan

37.7.1 This Section says the NITC will develop the Implementation Training Plan to meet the needs identified under the Implementation Training Plan Study.

37.7.2 This Section says the Implementation Training Plan will identify:

a) existing Government training programs which meet Inuit implementation training needs identified under Section 37.7. 1; and

b) training programs that are funded by the Implementation Training Trust and are necessary to meet the training needs identified under Section 37.7.1 not being met by existing Government training programs.

37.7.3 This Section says the implementation of the Implementation Training Plan can be coordinated with other Inuit training programs and projects.

37.7.4 This Section says the NITC will send a copy of its Implementation Training Plan to the Implementation Panel to review and approve.

Part 8: Implementation Training Trust

37.8.1 This Section says the DIO will set up the Implementation training Trust.

37.8.2 This Section says the Trust is setup to fund the work of the NITC including:

a) the Inuit Training Study;

b) the development of the Implementation Training Plan;

c) the training proposed in the Implementation Training Plan; and

d) other work of the NITC, including administering the Trust, except each Government and the DIO will have to pay the costs and expenses of the people they appoint.

37.8.3 This Section says that after the Trust is setup and

the Agreement is ratified, the Government of Canada will pay 13 million dollars ($13,000,000.00) to the Implementation Training Trust. In addition to this money, the Implementation Training Trust can receive grants, donations, and gifts from other sources.

Part 9: General

37.9.1 This Section says that, except where the Agreement says otherwise, the Government is not obliged to fund further training for Inuit under this Agreement.

37.9.2 This Section says Part 5 to 8 do not apply to training under Article 23 - Inuit Employment Within Government, but implementation training can be coordinated with training that is done under the pre-employment training plans under Article 23.

37.9.3 This Section says none of the Sections in this Article limit Government's obligations under Article 23 -Inuit Employment Within Government - or affect the ability of Inuit to participate in or benefit from other Government training programs.

Title 38: Arbitration

Explanation:

In this Article the words "arbitration", "arbitration board" and "arbitration panel" are used, but not explained in the Definitions Section and should be. To help you understand these words are explained:

""arbitration" is a process to resolve a dispute when the parties involved cannot resolve it themselves. In this process, a person - the arbitrator - who is not a party to the dispute, is chosen or appointed to hear the parties evidence and arguments. Then the arbitrator makes a decision which the parties have to follow. It is similar to a judge hearing a case in court but not as formal. Arbitrators do not have to be judges. The "Arbitration Board" are all of the arbitrators on the arbitration panels. Arbitration panels are smaller groups of the arbitrators who sit on the Arbitration Board.

This Article describes how certain disagreements can beresolved without going to court. Instead of court, arbitration is used to solve the dispute. In these sections one arbitrator or several arbitrators, making up an arbitration panel, will make decisions. In this Article and throughout the Final Agreement, the specific cases identified that must go "through-the arbitration" process outlined in this Article are identified.

Part 1: Establishment of Arbitration Board

38.1.1 This Section says an Arbitration Board will be set up.

38.1.2 This Section says the Arbitration Board will be made up of nine people. One of the nine people will be selected as the Chairperson and another will be selected as the Vice-Chairperson by the nine people that makeup the board.

38.1.3 This Section says the Government of Canada, the Territorial Government and the DIO will try to agree on the people who will be appointed by them to the Board.

38.1.4 This Section says if they cannot agree on any or all of the nine people, within six months of the date of ratification of the Agreement, then either the Government of Canada, the Territorial Government or the DIO can ask a judge of a court in Nunavut to appoint the remaining number of people. (For example: If the Governments and DIO can only agree to five names, then either the DIO or Government can ask a judge in Nunavut to appoint four more people to make up the nine.)

38.1.5 This Section says if a new appointment or reappointment has been made because there is a vacancy on the Board, then the procedure described in Section 38.1.3 and 38.1.4 will be followed.

38.1.6 This Section says a person is appointed to the Board for five years and is eligible to be re-appointed.

38.1.7 This Section says the people hired to work for the people on the Board will be provided by Government. The office of the Board will be in Nunavut. The Board will prepare an annual budget to be reviewed and approved by Government. The Government will pay for all of the approved expenses of the Board.

Part 2 Jurisdiction of Arbitration Panel

38.2.1 This Section says an arbitration panel is made up of the people from the Board and they will be responsible for arbitrations of any matter:

a) dealing with how to interpret or implement the Final Agreement where the Government and DIO cannot agree to use arbitration to solve a disagreement; and

b) where the Final Agreement indicates the dispute should be resolved by arbitration in this Article.

38.2.2 This Section says an arbitration panel cannot make a decision that changes any Article in the Agreement.

Part **3:** **Rules and Procedures**

38.3.1 This Section says the Board may establish rules on how it will deal with the matters referred to it to be arbitrated.

38.3.2 This Section says it is intended the Board will resolve disputes quickly and in an informal way.

38.3.3 This Section says the matters referred to the Board to be arbitrated will be heard by an arbitration panel selected from the Board and made up of:

a) one arbitrator, if agreed to by the parties who are arbitrating; or

b) three arbitrators, where one is selected by each of the parties who are arbitrating, and one Chairperson who is appointed following the rules in Section 38.3.6.

38.3.4 This Section says an arbitration will begin when a matter for arbitration is filed with the Board by a party in the dispute. The application for arbitration that is tiled will name who the parties in the dispute are, describe what the dispute is, give a summary of what has happened, describe what it is that requires arbitrating, name the arbitrator wanted and describe what it is they want the Board to do.

38.3.5 This Section says within 30 days of the day that the matter for arbitration is filed with the Board, the other party in the dispute has to reply. The response to what has been filed must either agree to the arbitrator named or suggest another arbitrator, and must describe what is wanted from the Board.

38.3.6 This Section says a chairperson will be a person who is agreed to by the two arbitrators named under Sections 38.3.4 and 38.4.5, unless they cannot agree. If that happens, then the chairperson will be appointed by a judge following the rules in the Territorial Government law called the *Arbitration Act.* The judge can appoint an arbitration board

member or any one else the judge thinks can do the job.

38.3.7 This Section says if the arbitration panel thinks a person will be affected by the arbitration the arbitration panel can let the person participate as an intervener. (Explanation -an "intervenor" is a person who is not a party in the dispute but, because he or she maybe affected by the outcome of the hearing with permission of the panel, can participate in the hearing under the terms and conditions set by the panel.)

38.3.8 This Section says the arbitration panel will have the responsibility to answer questions that deal with a dispute over the facts and to make a decision and give an award to one of the parties. This award can include a temporary award that applies until a final decision is made by the arbitration panel. It can require the party to pay interest and the costs the other party had for participating. The arbitration panel cannot make the DIO pay the costs of the other party when the arbitration panel's decision in an arbitration described in Section 38.2.1 supports the position of the DIO.

38.3.9 This Section says if there is no decision about costs, each party in the arbitration is responsible for paying his or her own costs and a share in the other costs of having the arbitration, including the fees and expenses of the arbitration panel.

38.3.10 This Section says if the arbitration panel is dealing with an expropriation issue (where Government or an expropriating body in Article 21 is taking Inuit land), the parties will not have to pay costs where Government normally pays.

38.3.11 This Section says the chairperson of the panel will make the decision, when the panel cannot reach a majority decision.

38.3.12 This Section says the decisions of the arbitration panel are final and everyone has to follow them. However, if the arbitration panel doesn't follow the legal rules called the "principles of natural justice" or the arbitration panel does more or less than it is supposed to do, the decision can be reviewed by a Court in Nunavut. (Explanation: The "principles of natural justice" are explained in Section 12.2.24 (a).)

38.3.13 This Section says the territorial law called the *Arbitration Act* have to be followed for an arbitration under this Article. The rule applies as long as the law follows what the Final Agreement says.

38.3.14 This Section says all of the decisions of the Arbitration Board and its panels will be kept in a file. The decisions will be made available for the pubhc to look at.

38.3.15 This Section says if one of the parties to an arbitration does not do what the arbitration panel has decided, then one of the parties can file the decision with a court in Nunavut. Once the arbitration panel's decision is registered in a court, then the decision is considered to be a decision of the court and it can be enforced as a court's decision. (Explanation: Once the arbitration panel's decision is registered in the court, failing to do what the court has said, is "contempt of court" and could result in a person being arrested if he or she does not obey the decision).

38.3.16 This Section says a party, going through an arbitration under this Article, can ask a court, before the arbitration starts or while it is going on, for some type of temporary measure of protection until a final decision is made by the arbitration panel.

38.3.17 This Section says the date of the decision of an arbitration panel will be the date the decision is released by the panel. This rules applies unless the decision itself sets a different date.

38.3.18 This Section says these sections do not affect the jurisdiction of the court, except for the court's role in disputes that are being arbitrated in this Article.

Part 4: Transitional

38.4.1 This Section says, until the Board is set up, the territorial arbitration law applies to any arbitration described in Section 38.2.1.

Article 39: Inuit Organizations

Part 1: General

Explanation: This Article identifies an Inuit organization called the Tungavik that will be responsible for making sure there are Inuit organizations identified to do the work and take on the responsibilities identified in the Agreement that the "DIO" will do. The term "DIO" was used in the Final Agreement for flexibility. It is left to the Tungavik to identify the Inuit organizations that will be acting as a DIO for specific things in the Final Agreement. Using the general term DIO, the Tungavik can change and re-arrange which organizations are doing what in the Agreement. This Article also sets out some rules that the Tungavik and other Inuit organizations have to follow.

39.1.1 This Section says this Article applies to the Tungavik and any other Inuit organization that has a power or responsibility given to it or under Section 39.1.3 or elsewhere in this Agreement.

39.1.2 This Section says Inuit are responsible for keeping the Tungavik operating and making sure it follows the rules in this Article.

39.1.3 This Section says the Tungavik will be the organization with the responsibility y of identifying which Inuit organization will be responsible for a power or obligation of a DIO in the Final Agreement. The Inuit organization named by the Tungavik to do the DIO's work or take on the DIO's responsibility must be capable of doing that work.

39.1.4 This Section says at any time the Tungavik can change its mind about which Inuit organization is going to be responsible for a DIO's power or obligation.

39.1.5 This Section says there will be a record kept by the Tungavik that will list all of the Inuit organizations identified under Section 39.1.3 and include what the Inuit organization is responsible for. This record will be available to the public to see and it must be kept up to date.

39.1.6 This Section says the Tungavik and all of the other Inuit organizations have to be established and run by Inuit in a democratic way and must report back to Inuit.

39.1.7 This Section says, unless the Final Agreement specifically says otherwise, the Tungavik and other Inuit organizations have to follow all the rules set out in federal, territorial and local laws, dealing with organizations.

39.1.8 This Section says an Inuit organization is allowed to do other things in addition to the work and responsibilities identified under the Final Agreement.

39.1.9 This Section says Government is not responsible to Inuit for any loss or damage Inuit may suffer because of something the Tungavik or other Inuit organization does or fails to do.

39.1.10 This Section says that even though the rights in this Agreement may be exercised by the Tungavik and the other Inuit organizations, they are exercised on behalf of and for the benefit of Inuit. So, they are protected under Section 35 of the *Constitution*. (Explanation: this provision was included to make sure that just because some rights in the Final Agreement are exercised directly by Inuit organizations they must be treated as if they were rights exercised by individual Inuit so they are fully protected by Section 35 of the *Constitution.)*

39.1.11 This Section says just because Section 39.1.10 says that the rights exercised by Inuit organizations are exercised for individual Inuit; individual Inuit are not personally responsible to non-Inuit for the things that the Inuit organizations do. The organizations themselves are responsible for any mistakes.

Article 40: Other Aboriginal Peoples

Part 1: General

Explanation: This Article will deal with Inuit rights and the interests of other aboriginal people in areas where both groups have harvested or occupied in Nunavut or outside of Nunavut. The rules set out in this Article will say what rights Inuit will have outside of Nunavut where there is an overlapping area of use. This Article will outline what other aboriginal peoples can continue to do when they have used areas within Nunavut.

40.1.1 This Section says there will be provisions dealing with the interests between other aboriginal groups and Inuit where the areas of use of the two groups overlap. These provisions are still being worked on but will be put into the Final Agreement when they are completed.

40.1.2 This Section says Government agrees with Inuit that the issues listed below are connected to the overlapping interests of other aboriginal groups:

a) identifying clearly where Nunavut is;

b) the scope of the area to which Inuit will surrender their aboriginal title (for example: Inuit will not surrender their aboriginal title in Manitoba until they are guaranteed rights to harvest).

Article 41: Contwoyto Lake Lands

part 1: General

Explanation: These are lands not located within Nunavut that are owned by Inuit. This Article describes in the Schedule how much land Inuit will own and where it is located and what rights Inuit will have.

41.1.1 This Section says once the Final Agreement is ratified the Government will give Inuit ownership of two pieces of land including any mines and minerals in the land, that are described in Schedule 41-1.

41.1.2 This Section says these parcels of land will not be considered "Inuit Owned Lands". T-his means that any of the rules, rights set out in the Final Agreement dealing with Inuit Owned Lands do not apply. These lands will be just like privately owned lands anywhere else in Canada. They will be subject to all the laws in Canada and the western NWT. For example, the Final Agreement says that Inuit cannot sell Inuit Owned Lands or Inuit Owned Lands that are not developed cannot be taxed. However, the Contwoyto Lake Lands are not Inuit Owned Lands, so they can be sold and taxed.

Schedule 41-1 (Section 41.1.1)
Description of Parcels

Parcel	Location
1. 407 square kilometres (approximately 157.2 square miles) more or less	West side of Fry Inlet Contwoyto Lake (Parcel Number is 01/76E)
2. 165 kilometres (approximately 63.8 square miles) more or less	East side of Fry Inlet Contwoyto Lake (Parcel Number is 02/76E)