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***The Management Of Inuit Land And  
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THE MANAGEMENT OF INUIT LAND AND  
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# The Management of **Inuit** Land and Resources

## DISCUSSION PAPER

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## INUIT OWNED LANDS

Inuit Owned Lands, lands to which Inuit organizations have retained title, form the land component of the settlement between the Government of Canada and the Inuit of Nunavut. Inuit Owned Lands are held in two forms:

- a) *fee simple including the mines and minerals that may be found to exist within, upon or under such lands; or*
- b) *fee simple saving and excepting the mines and minerals that may be found to exist within, upon or under such lands, together with the right to work the same, but including the right to all specified substances.*<sup>1</sup>

The Inuit land and resource management differs in its treatment of surface rights and subsurface rights. While the surface regime will apply to all Inuit Owned Lands, an additional set of provisions regulate the disposition of subsurface rights.

There is one other characteristic to Inuit Owned Land that is essential to understand, that is *title to Inuit Owned Lands shall not be conveyed, transferred or otherwise disposed of by the D/O (Designated Inuit Organization - the Inuit organization holding title) except to another D/O or the Government of Canada, the Government of the Northwest Territories or municipal government(s)...*<sup>2</sup>

While the Final Agreement therefore prohibits the sale of title of Inuit Owned Lands, it does explicitly provide for the *"grant of leases, licences or any other interest less, than fee simple title."*<sup>3</sup>

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<sup>1</sup>Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty in Right of Canada. Inuit Ratification Committee, Yellowknife 1992. (Hereafter, Final Agreement or FA). 19.2.1 In this document the Final Agreement is referenced as the authority for various matters. Other references to federal legislation and to the Inuvialuit Land Administration's Policies and Procedures are for purposes of comparison or serve to indicate that precedents exist for what is suggested in the main body of the text.

<sup>2</sup>FA. 19.7.1. While certain lands outside of the Nunavut Settlement Area, approximately 220 km<sup>2</sup> near Frye Inlet on Contwoyto Lake, have a different title status, for management purposes all of the provisions within this document shall apply. More specifically, the lands in question cannot and will not be sold. The Nunavut Tungavik and/or the Regional Inuit Associations may acquire more land holdings in the future. The status of such lands will be determined on a case by case basis.

<sup>3</sup>FA. 19.7.2

The Final Agreement also provides the following definitions that are important for what follows:

“Specified Substances” means construction stone, sand and gravel, limestone, marble, gypsum, shale, clay, volcanic ash, earth, soil, diatomaceous earth, ochre, marl, peat and carving stoned

“Minerals” means precious and base metals and other non-living, naturally occurring substances whether solid, liquid or gaseous, excluding water but including coal and petroleums

#### REGISTRATION OF TITLE

Pursuant to the Final Agreement certificates of title to Inuit Owned Lands will be registered in the Land Titles Office. Consequently, any interests in Inuit Owned Lands such as leases, easements, rights of way, and mortgages or other security interests will also be registerable against title under laws-of general application.

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<sup>4</sup>FA. Part of 1.1.1

<sup>5</sup>FA. Part of 1.1.1

## ACCESS PROVISIONS

### General

Access to Inuit lands is governed by Article 21 of the Final Agreement:

*Except where otherwise provided in the Agreement persons other than Inuit may not enter, cross or remain on Inuit Owned Lands without the consent of the DIO.<sup>6</sup>*

### Exceptions

There are some exceptions outlined in Article 21, the entry and access provisions of the Final Agreement.

- a) The general public, for purposes of water travel, shall have a general right of access to a strip approximately 30.5 metres wide (100 feet) of Inuit Owned Land next to the sea coast or other navigable water body (lakes, rivers). Only casual or temporary use (such as camping) is allowed. This would mean that consent for access would not be required, for example, by a person canoeing down a river bordered by Inuit Owned Lands if that person only wished to camp beside the river. While consent is not required for this or similar uses, members of the general public are encouraged to apply for a Land Use Licence in order to inform the appropriate Inuit land administration as to their plans to enter onto Inuit Owned Lands. Not only is this a matter of courtesy, but it is quite possible that visitors will be noticed by residents and questions asked of the Land Administration. If they have the answers at hand it would be of benefit to all.<sup>7</sup>
- b) A member of the public may enter on and remain on Inuit Owned Lands for emergency purposes;<sup>8</sup>

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<sup>6</sup>FA. 21.2.1

<sup>7</sup>FA. 21.3.1-6

<sup>8</sup>FA. 21.3.8

- c) Members of the public may cross Inuit Owned Lands for personal or recreational reasons. Where possible, this crossing will be on routes designated by the Appropriate Regional Inuit Association. To ensure that the latter condition is respected, again it is suggested that such travelers should obtain a Land Use Licence.
- d) Specific conditions apply to public rights of access in Kingnait Pass and there is a public access corridor across Inuit Owned Lands from Milne Inlet to the Mary River mine.<sup>9</sup>
- e) Persons exercising rights as listed above shall not cause significant damage, commit mischief or interfere with Inuit use and quiet enjoyment of the land. They will be held liable for damages and will be deemed to be trespassers subject to removal from the land if they fail to comply with the conditions listed above.<sup>10</sup>
- f) Special provisions in the Final Agreement govern access by anybody working for Government (federal, territorial or municipal government) including members of the Canadian Forces, the R. C. M. P., and political representatives.<sup>11</sup>
- g) Where there were existing third party rights before title to Inuit Owned Lands was vested with the Appropriate Regional Inuit Associations, special provisions in the Final Agreement govern how these rights will be treated. In general, the terms of the old regime will govern how these rights continue in the future. Unless agreement is reached between the third party rights holder to subsurface rights and the Nunavut Tungavik, those rights will continue to be managed by the Government. The Appropriate Regional Inuit Associations will assume the rights and obligations of the Crown to any existing third party rights to the surface, but the original terms and conditions will continue to apply.<sup>12</sup>

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<sup>9</sup>FA. 21.3.10; 21.4.1

<sup>10</sup>FA. 21.3.12-13

<sup>11</sup>FA. 21.3.7; 21.5.1-13

<sup>12</sup>FA. 21.7.1-15

## Notification

Advance notification of, and permitting or licensing by the appropriate Regional Inuit Association Lands Administration will always be required where the proposed activity involves:

- a) any vehicle other than a snowmobile or four wheel recreational vehicle (all terrain vehicle);
- b) the establishment of a campsite to be used for more than 100 person-days (i.e. 4 people for 25 days);
- c) the use of any explosives;
- d) the use of any power driven machinery for drilling, digging, grading, or removal of earth or for clearing or cutting of brush;
- e) the use of fuel canisters containing in total more than 400 liters (88 imp. gallons);
- 9 the establishment of scientific instruments or the carrying on of scientific investigations;
- g) the surveying of lands, or the prospecting or exploration for or extraction of any specified substances or other minerals;
- h) the carrying out of investigative or preliminary work for later possible development activities;
- i) the construction of any dwelling or object;
- j) the commercial guiding of tourists, hunters, fishermen, or scientists; or
- k) any other commercial activity.<sup>13</sup>

More than one grant of right may be needed by an operation (for example, a Quarry Licence would also require 'an Inuit Land Use Permit').<sup>14</sup>

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<sup>13</sup>With some modifications Inuvialuit Land Administration, Rules and Procedures, Inuvik, 1986. (Hereafter ILA). 4(2). "Commercial activity" is defined as "any activity on Inuvialuit Owned Land, with the motive or aim of earning revenue, other wildlife harvesting, photography, painting or drawing. ILA. 2(1).

<sup>14</sup>11A. 6(39)



## SURFACE LANDS

### OWNERSHIP

Title to surface of Inuit Surface Lands is vested, as appropriate, with each of the Regional Inuit Associations which represent the Inuit in each of the three regions of Nunavut: the Kitikmeot Inuit Association, the Keewatin Inuit Association and the Baffin Regional Inuit Association. The Kitikmeot Inuit Association holds title to the surface of those lands shown in Figures 1 and 2; the Keewatin Inuit Association to those in Figure 3, and the Baffin Regional Inuit Association to those in Figures 4,5 and 6.

The total comprises 355,968 square kilometres (137,450 square miles) with the regional breakdown as follows:

Baffin Region (including Sanikiluaq)	-	155,675 km <sup>2</sup> (60,111 sq. mi.)
Keewatin Region	,,	96,164 km <sup>2</sup> (37,132 sq. mi.)
Kitikmeot Region	-	104,128 km <sup>2</sup> (40,207 sq. mi.)

The following section outlines the various licences, permits and leases by which consent will be given to enter onto the surface of Inuit Owned lands. To list them:

- Inuit Land Use Licence
- Inuit Land Use Licence for Prospectors
- Inuit Land Use Permits, Class A, B and C
- Residential Permit
- Residential Lease
- Commercial Leases Class 1, 2 and 3
- Public Lease
- Quarry Licence
- Quarry Concession Agreement
- Public Quarry Concession Agreement
- Public Right-of-Way Permit
- Temporary Right-of-Way Permit
- Permanent Right-of-Way Permit

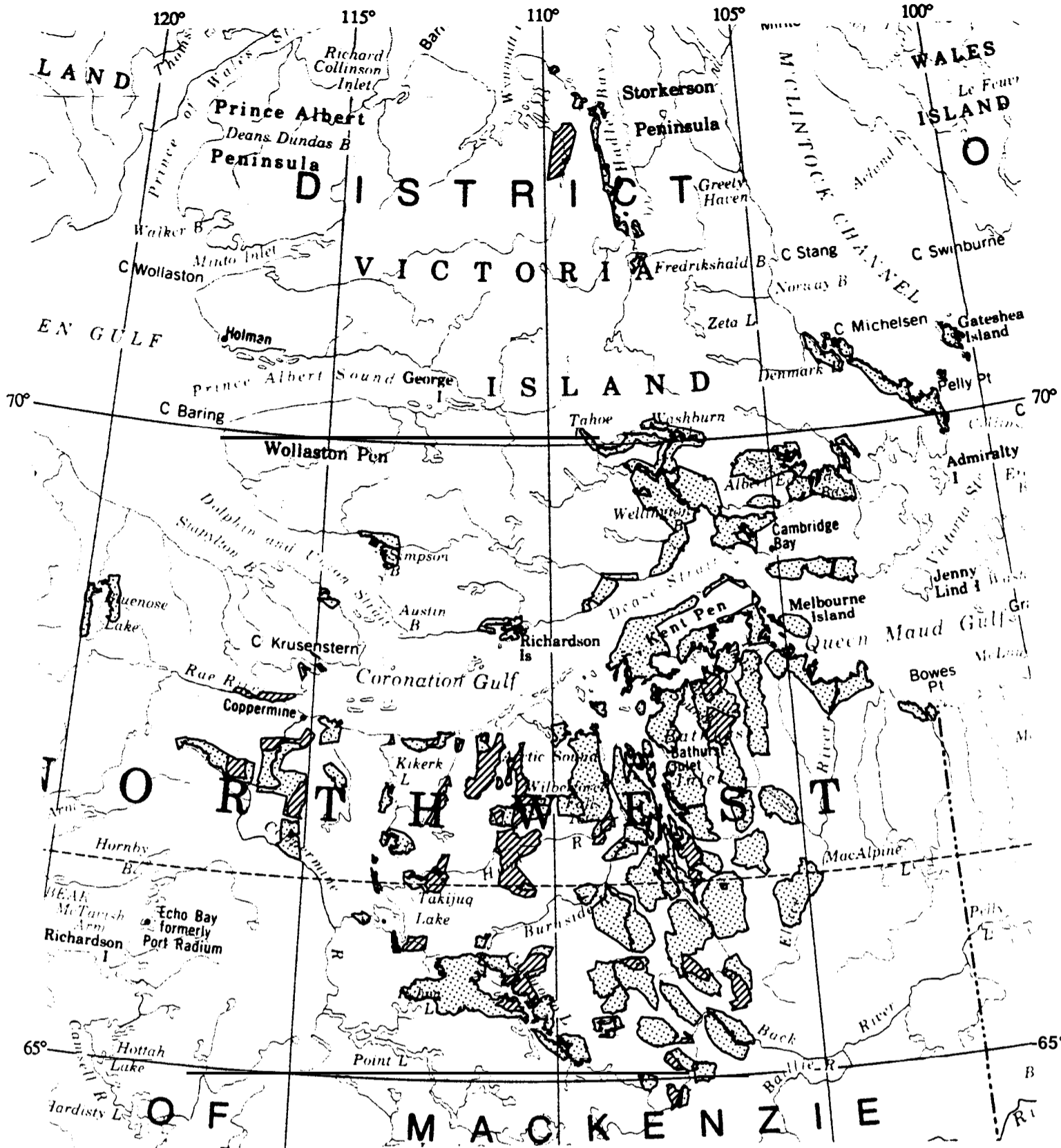
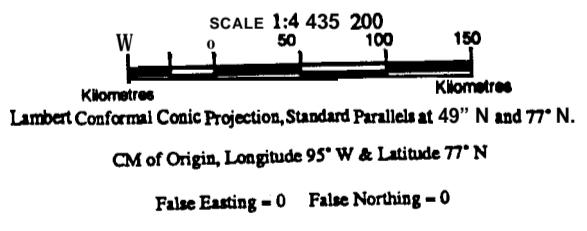




Figure 1

REGIONAL OVERVIEW OF INUIT OWNED LANDS:

KITIKMEOT WEST



LEGEND

-  INUIT OWNED LANDS HELD IN FEE SIMPLE INCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (a))
-  INUIT OWNED LANDS HELD IN FEE SIMPLE EXCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (b))

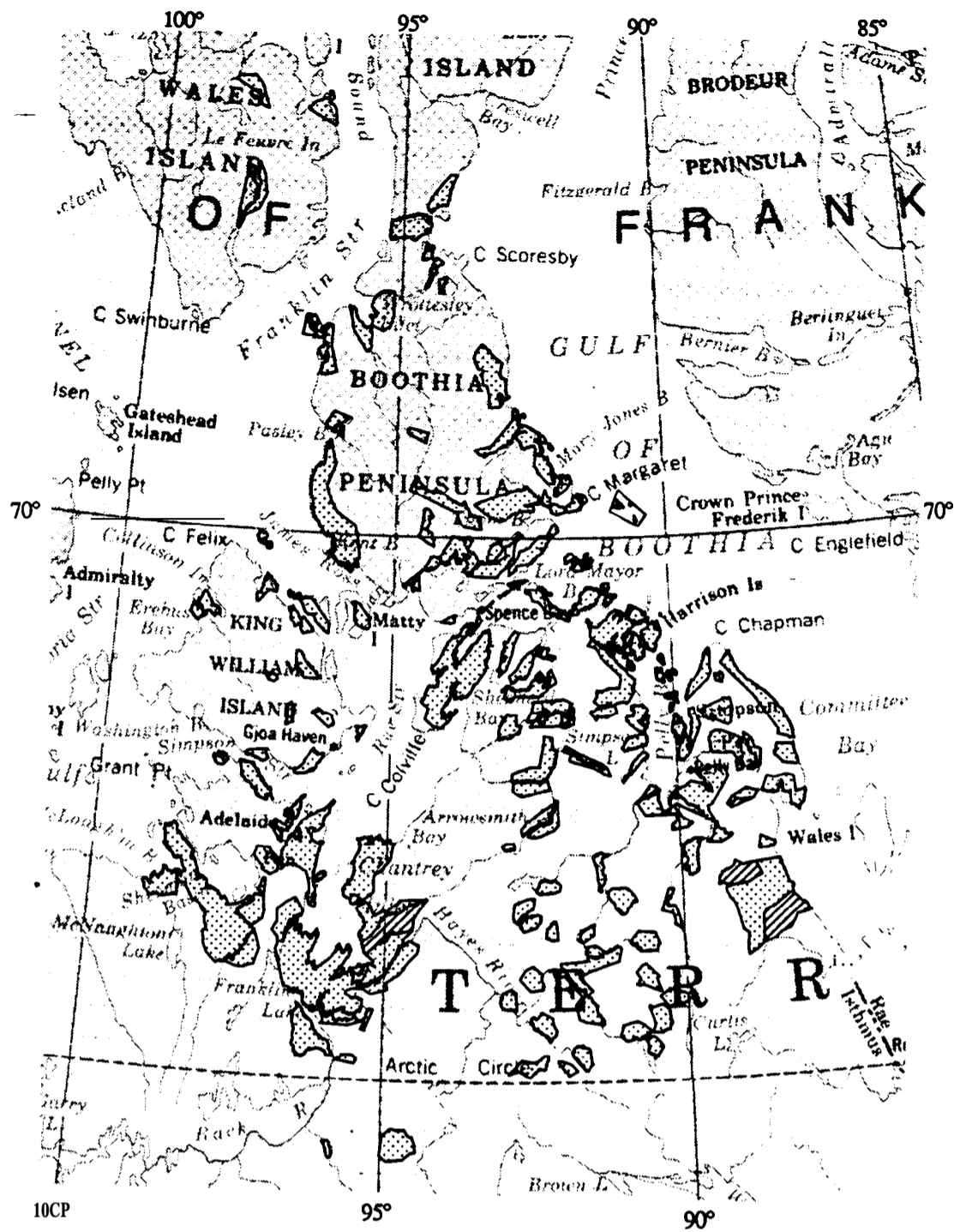
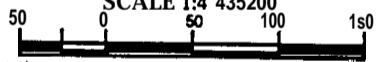


Figure 2

REGIONAL OVERVIEW OF INUIT OWNED LANDS:

KITIKMEOT EAST

SCALE 1:4 435200



Lambert Conformal Conic Projection, Standard Parallels  $\phi$  49° N and 77° N.

CM of Origin, Longitude 95° W & Latitude 77° N

False Easting -0 False Northing. 0

LEGEND



INUIT OWNED LANDS HELD IN FEE SIMPLE INCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (a))



INUIT OWNED LANDS HELD IN FEE SIMPLE EXCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (b))

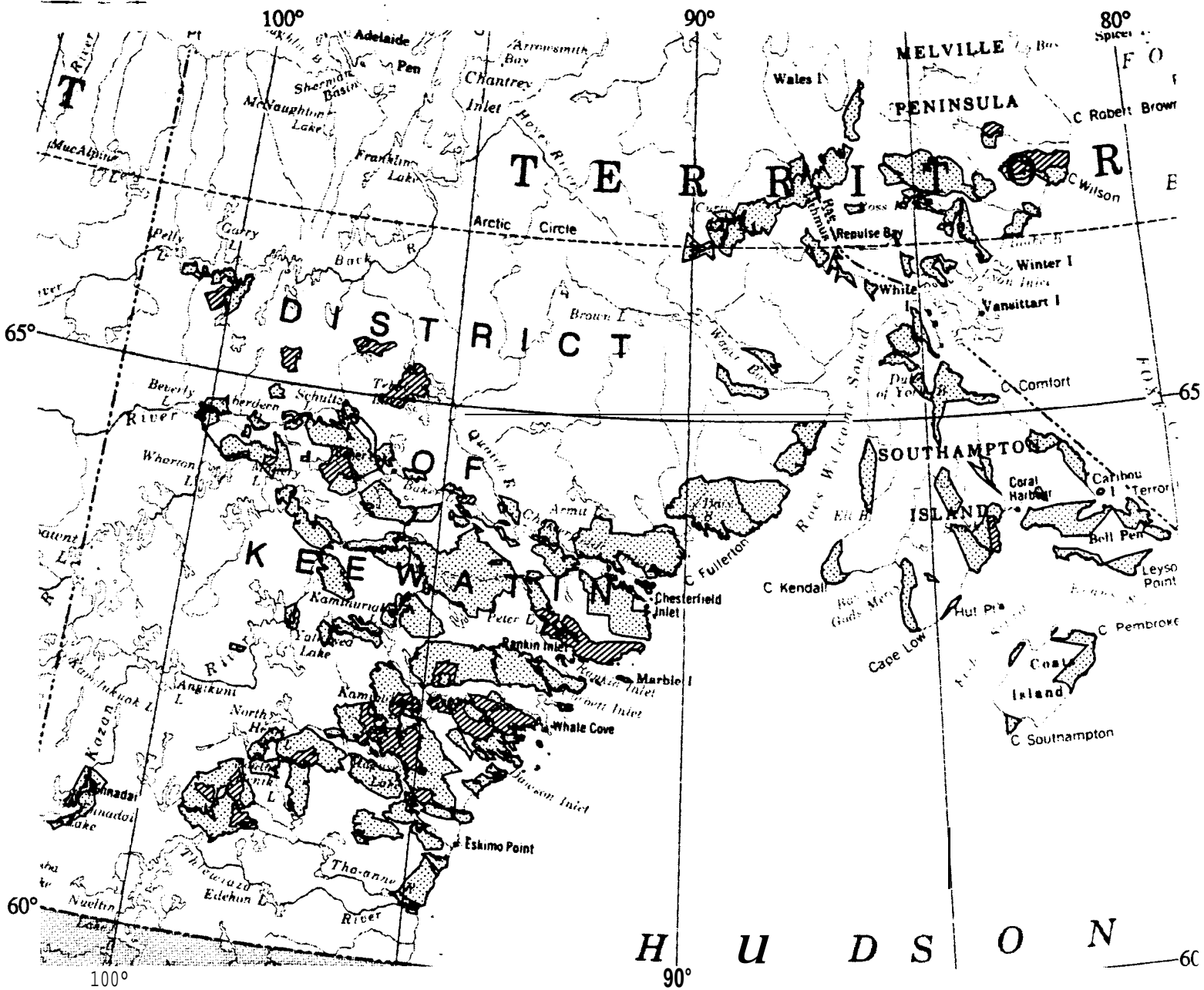
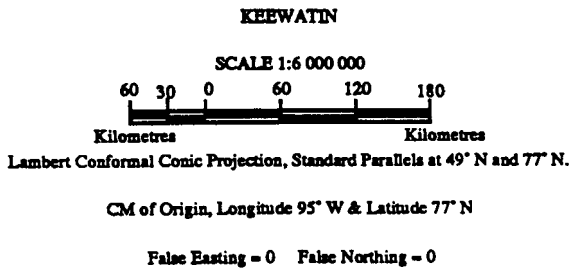


Figure 3

REGIONAL OVERVIEW OF INUIT OWNED LANDS:



LEGEND



INUIT OWNED LANDS HELD IN FEE SIMPLE INCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (a))



INUIT OWNED LANDS HELD IN FEE SIMPLE EXCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (b))

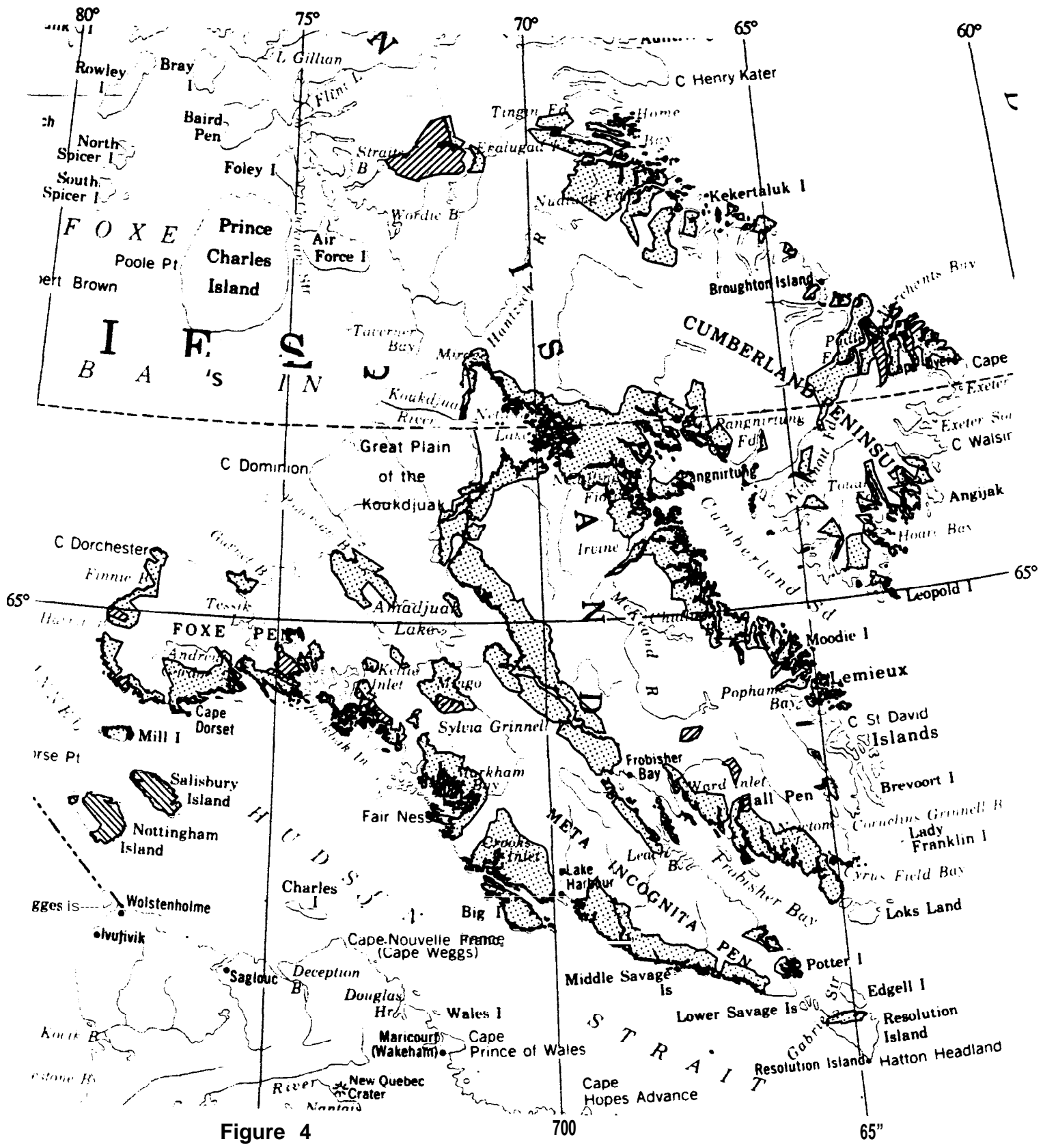
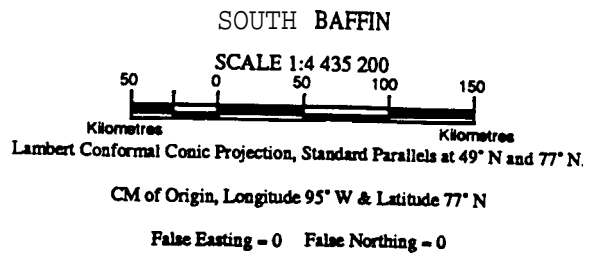





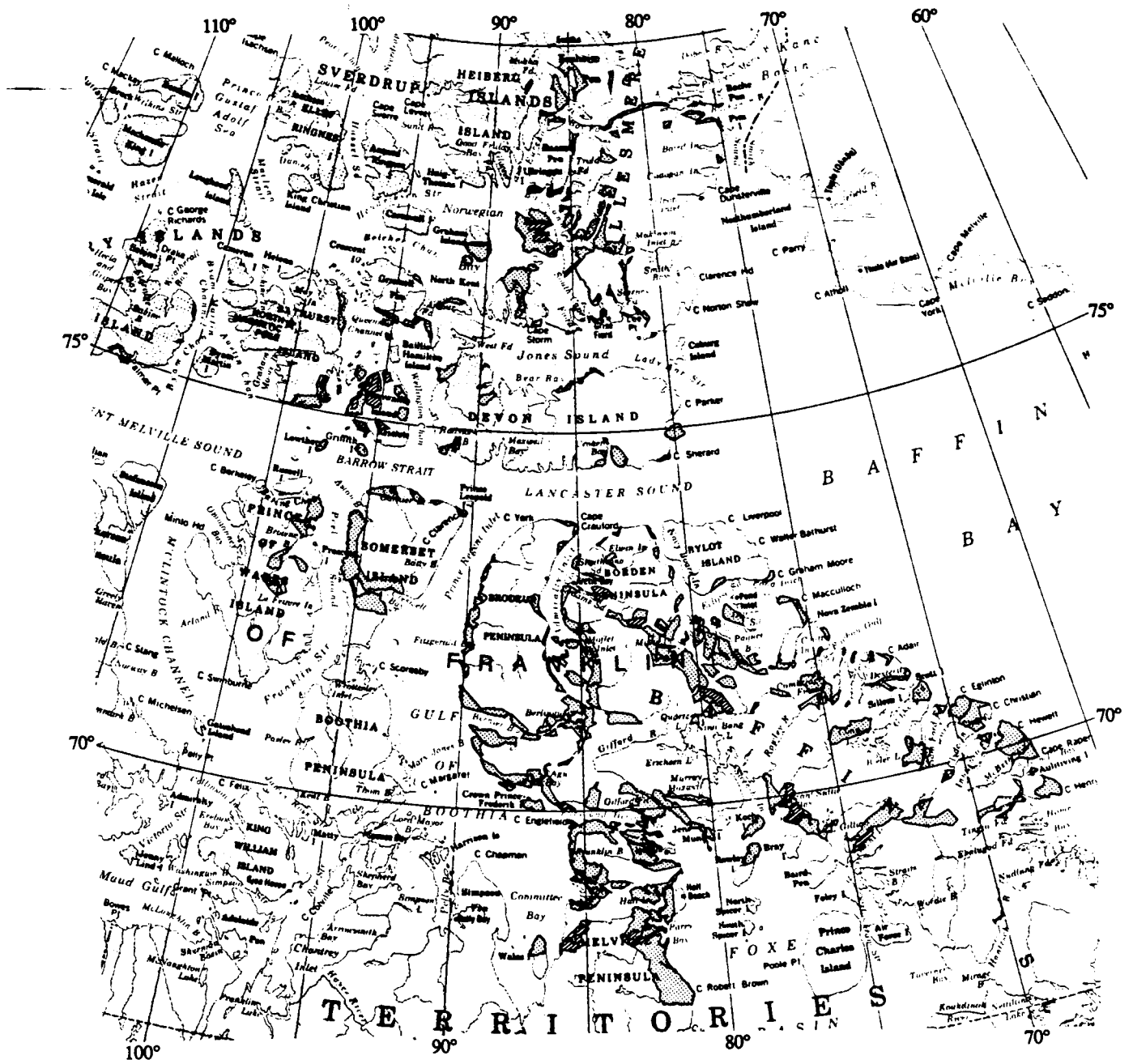
Figure 4

REGIONAL OVERVIEW OF INUIT OWNED LANDS:



LEGEND

-  INUIT OWNED LANDS HELD IN FEE SIMPLE INCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (a))
-  INUIT OWNED LANDS HELD IN FEE SIMPLE EXCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (b))
-  TFN/MAKIVIK JOINTLY OWNED LANDS



**Figure 5**

**REGIONAL OVERVIEW OF INUIT OWNED LANDS:**

**NORTH BAFFIN**

SCALE 1:8 8704W



Lambert Conformal Conic Projection, Standard Parallels at 49° N and 77° N.

CM of Origin, Longitude 95° W & Latitude 77° N

False Easting = 0 False Northing = 0

**LEGEND**



**INUIT OWNED LANDS HELD IN FEE SIMPLE INCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (a))**



**INUIT OWNED LANDS HELD IN FEE SIMPLE EXCLUDING THE MINES AND MINERALS (ARTICLE 19.2.1. (b))**

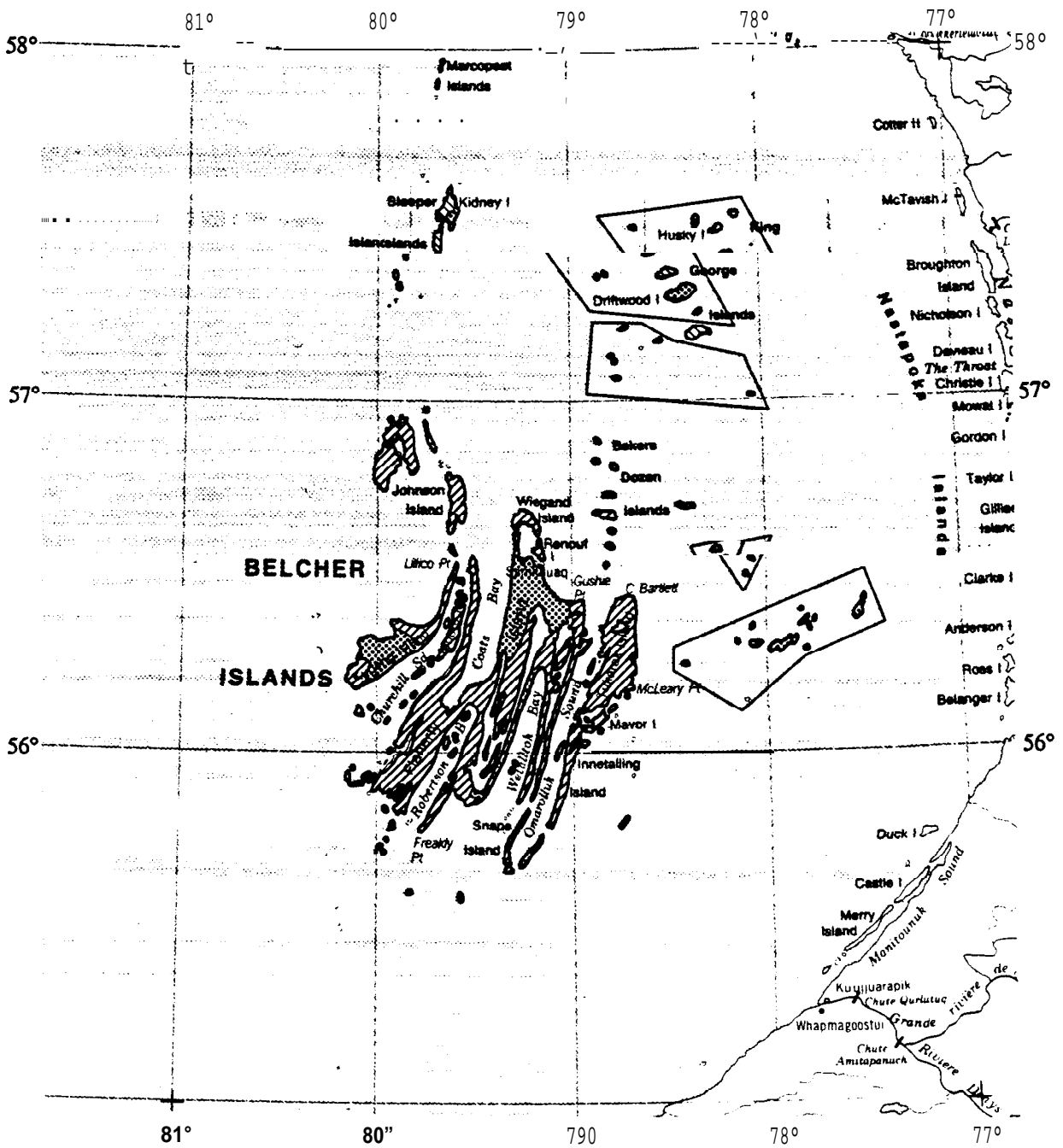
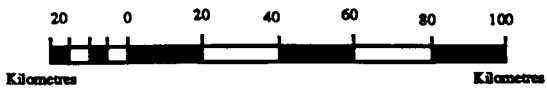


Figure 6

REGIONAL OVERVIEW OF INUIT OWNED LANDS:  
SANIKILUAQ

SCALE 1:2 000 000






Lambert Conformal Conic Projection, Standard Parallels at 49° N and 77° N.

CM of Origin, Longitude 95° W & Latitude 77° N

False Easting = 0 False Northing = 0

LEGEND

-  INUIT OWNED LANDS HELD IN FEE SIMPLE INCLUDING THE MINES AND MINERALS (ARTICLE 192.1. (a))
-  CROWN LANDS PARCELS
-  TFN/MAKITVIK JOINTLY OWNED LANDS

**CONDITIONS OF GENERAL APPLICATION FOR ACCESS AND ENTRY TO INUIT OWNED  
LANDS**

**Environmental Terms and Conditions**

The grants of Surface rights referred to below may include terms and conditions respecting:

- a) the location and area of Inuit Lands that may be used,
- b) the times at which any work or undertaking may be carried on,
- c) the type, size and weight of equipment that may be used in the land use operation,
- d) the methods and techniques to be employed by the permittee in carrying out the land use operation;
- e) the type, location, capacity and operation of all facilities to be used by the permittee in the land use operation;
- f) the methods of controlling or preventing ponding of water, flooding, erosion, slides and subsidence of land;
- g) the use, storage, handling and ultimate disposal of any sewage, chemical or toxic material to be used in the land use operation;
- h) the protection of wildlife and fisheries habitat;
- i) the protection of objects and places of recreational, scenic and ecological value;
- j) the deposit of security;
- k) the establishment of petroleum fuel storage facilities;
- l) the methods and techniques for debris and brush disposal;
- m) the obligation to prepare and submit a plan, acceptable to the Appropriate Regional Inuit Association Lands Administration, for the removal of assets and for land reclamation prior to the date stipulated in the Right;



- n) wildlife compensation measures and/or mitigative and remedial measures to prevent actual wildlife harvest loss and future harvest loss;
- o) such other matters as the Appropriate Regional Inuit Association Lands Administration thinks necessary for the protection of the biological or physical characteristics of the land management zone.<sup>15</sup>

### Cultural and Archaeological Terms and Conditions

Grants of an access , or surface right may be subject to terms and conditions necessary to protect archaeological and other sites of special cultural significance.

### Other Conditions “”

Any grant of an access or surface right is subject to provisions to ensure compliance with its terms.<sup>16</sup> Officials from the Nunavut Tungavik or the Appropriate Regional Inuit Association have the right to enter onto the land in question to ensure that the various terms and conditions are met. At least one inspection per year will be required for any grant other than an Inuit Land Use Licence or an Inuit Land Use Licence for Prospectors; the cost of undertaking any inspection will be recovered from the land user. Where the provisions of the grant are not being met fully, the officials have the right to take remedial measures up to and including having the offending land user removed from the land. If a land user has been removed from the land due to non-compliance with the above, the Administration will review the case to determine whether, or under what conditions, the land user will be allowed back on the land.<sup>17</sup>

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<sup>15</sup> *Territorial Land Use Regulations* (Hereafter TLUR). 31(1 ). See also ILA, 6(20)

<sup>16</sup> ILA. 4(10)

<sup>17</sup> ILA. 6(7-9)

### **Inuit Land Use Licence**

An Inuit Land Use Licence will grant the right of access to carry out commercial or non-commercial operations on Inuit lands requiring the non-exclusive use of an area for a limited period of time. This Licence covers access across Inuit lands that is temporary and does not require a Inuit Land Use Permit (see below). The maximum duration of an Inuit Land Use Licence will be 12 months. As mentioned above, even if an activity does not fall within the requirements listed more specifically below, it would be of benefit to all parties if the activity was licensed.<sup>18</sup>

This Licence is required for activities involving:

- a) access for sport and/or commercial fishing; or
- b) access for extended recreational activities; or
- c) access for Surveying; or
- d) access for agents or employees of governments in accordance with section 21.5 of the Final Agreement; or
- e) access for individuals engaging in research activities; or
- f) access for the prospecting or exploration for any specified substances;
- g) access for other activities which are not commercial activities and are approved by an Administration.<sup>19</sup>

A Land Use Licence is available by application to the Appropriate Regional Inuit Association Lands Administration (by mail if necessary). The application should specify to within 1 ha the location(s) of the planned activities.

Inuit do not require a Land Use Licence to carry out the activities listed above on Inuit Owned Lands.<sup>20</sup>

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<sup>18</sup>ILA. 4(3)

<sup>19</sup>ILA. 10(2)

Inuit do not require a Land Use Licence to carry out the activities listed above on Inuit Owned Lands.<sup>20</sup>

### **Inuit Land Use Licence for Prospectors**

The Inuit Land Use Licence for Prospectors will grant access for the prospecting or exploration for any minerals owned by the Crown underlying Inuit Owned Lands and not requiring a Class A, Class B or Class C Inuit Land Use Permit.<sup>21</sup> The provisions of the Licence will be the same as for the Inuit Land Use Licence with two exceptions:

- a) The application should generally specify the location(s) of the planned activities by listing which 1:50,000 National Topographical System quadrant(s) cover the area of interest.
- b) Inuit prospectors will require this Licence.

### **Inuit Land Use Permits.**

Inuit Land Use Permits grant the right to carry out operations of a commercial or public nature of a longer duration or higher level of use than those requiring a Land Use Licence. There are three categories of Permits, two of which have requirements that are very similar to those currently used by the Government of Canada.<sup>22</sup>

Class A, B and C Inuit Land Use Permits are available from the Appropriate Regional Inuit Association and are for a term not exceeding three years. Extensions to the term of the Inuit Land Use Permit may be granted.

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<sup>20</sup>ILA. 10(3)

<sup>21</sup> See FA. 21.7.10. It should be noted that the terms of the Class A and Class B Inuit Land Use Permits are identical to those of the federal Class A and Class B Land Use Permits. For the purposes of Section 21.7.10 this section and the section setting out the Class C Inuit Land Use Permit comprise the proposal from TFN to meet the requirements of 21.7.9, "the code for expedited access."

<sup>22</sup> TLUR. See also ILA. 6(2)

## **Inuit Land Use Permit - Class A**

Any party planning an activity that falls within the requirements listed below requires a Class A Inuit Land Use Permit.

- a) the use, in any 30-day period, of more than 150 kg (331 lbs.) of explosives;
- b) the use, except on a public road or trail subject to a Right-of-Way Agreement, of any vehicle that exceeds 10 t (11 tons) net vehicle weight;
- c) the use of any power driven machinery for earth drilling purposes whose operating weight, excluding the weight of drill rods or stems, bits, pumps and other ancillary equipment, exceeds 2.5 t (5,512 lbs.);
- d) the establishment of any campsite that is to be used for more than 400 person-days;
- e) the establishment of any petroleum fuel storage facility exceeding 80,000 l (21,454 gal.) capacity or the use of a single container for the storage of petroleum fuel that has a capacity exceeding 4,000 l (1,059 gal.);
- f) the use of any self-propelled power driven machine for moving earth or clearing land of vegetation;
- g) the use of any stationary power driven machine for hydraulic prospecting, moving earth or clearing land, other than a power saw, or
- h) the leveling, grading, clearing, cutting or snowploughing of any line, trail or right-of-way exceeding 1.5 m (5 ft.) in width and exceeding 4 ha (10 acres) in area.

## **Inuit Land Use Permit - Class B**

Any party planning an activity that falls within the requirements listed below requires a Class B Inuit Land Use Permit.

- a) the use, in any 30-day period, of more than 50 kg (110 lbs.) but less than 150 kg (331 lbs.) of explosives;
- b) the use, except on a public road or trail subject to a Right-of-Way Agreement, of any vehicle that is more than 5 t (5.5 tons) but less than 10 t (11 tons) net vehicle weight, or the use of any vehicle of any weight that exerts pressure on the ground in excess of 35 kpa (5.08 psi.);
- c) the use of any power driven machinery for earth drilling purposes whose operating weight, excluding the weight of drill rods or stems, bits, pumps and other ancillary equipment, is more than 500 kg (1102 lbs.) but less than 2.5 t (5,512 lbs.);
- d) the establishment of any campsite that is to be used for more than 100 but less than 400 person-days;
- e) the establishment of any petroleum fuel storage facility of more than 4,000 l (880 gal.) but less than 80,000 l (17,598 gal.) capacity or the use of a single container for the storage of petroleum fuel that has a capacity of more than 2,000 l (440 gal.) but less than 4,000 l (880 gal.); or
- f) the leveling, grading, clearing, cutting or snowploughing of any line, trail or right-of-way exceeding 1.5 m (5 ft.) in width but not exceeding 4 ha (10 acres) in area.

## **Inuit Land Use Permit - Class C**

Any party planning an activity that falls within the requirements listed below requires a Class C Inuit Land Use Permit.

- a) the use of less than 50 kg (110 lbs.) of explosives ;
- b) the use of any vehicle, other than a snowmobile or a four wheel recreational vehicle, that is less than 5 t (11,023 lbs.) net vehicle weight;
- c) the use of any power driven machinery for earth drilling purposes whose operating weight, excluding the weight of drill rods or stems, bits, pumps and other ancillary equipment, is less than 500 kg (1102 lbs.);
- d) the establishment of any campsite that is to be used for purposes other than may be provided for by a Land Use Licence, or a Class A or B Inuit Land Use Permit;
- e) the establishment of any petroleum fuel storage facility of more than 400 L (88 gal.) but less than 4,000 L (880 gal.) capacity or the use of a single container for the storage of petroleum fuel that has a capacity of more than 160 L (135 gal.) but less than 2000 L (440 gal.); or
- f) the leveling, grading, clearing, cutting or snowploughing of any line, trail or right-of-way exceeding in total 100 m<sup>2</sup> (1 076 sq. ft.); or
- g) the carrying out of any commercial activity not requiring any other form of permit, licence or lease; or
- h) the establishment of unmanned temporary research facilities such as meteorological, climatological sites, survey markers and navigational aids; or
- i) the occupation of Inuit Owned Lands in excess of 100 person days by government agents or employees.<sup>23</sup>

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<sup>23</sup>1LA 10(8)

## **Residential Permit**

A residential permit is required for the temporary or seasonal non-exclusive use of Inuit land (for example, a summer camp) for the erection of a permanent structure. The object of such a permit would be to ensure proper garbage and other waste disposal and the prevention of pollution.<sup>24</sup>

## **Residential Lease**

A Residential lease grants the exclusive right of occupancy for a limited area of Inuit Owned Land. The term may extend to 25 years for lands within Municipalities and to 5 years for other lands. The terms may be renewable.<sup>25</sup> The following requirements must be met:

- a) any person or family or business may own at any time not more than three Residential leases;
- b) any Residential Lease outside a municipal boundary shall not exceed 4 ha (10 acres); the frontage on a water body shall not exceed 200 m. (656 ft.); and the lease shall be of a contiguous shape whereby any two points along the perimeter of the lease shall under no circumstances be further than 500 m. (1640 ft.) from each other;
- c) any Residential Lease within a municipal boundary shall not exceed 0.2 ha (.5 acres);
- d) the lease must be occupied on a full time, seasonal or occasional basis for at least 60 calendar days during a year.
- e) A Residential Lease cannot be subdivided.<sup>26</sup>

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<sup>24</sup>Personal communication with ILA.

<sup>25</sup>11A 6(2)

<sup>26</sup>ILA 13(1)-(5)

## **Commercial Leases - General**

**Any person requiring the permanent occupancy for commercial purposes of an area on Inuit Owned Lands for a period exceeding three years shall require a Commercial Lease. A lease grants exclusive occupation of the lands covered by the lease. The term may extend up to forty years and may be renewable.<sup>27</sup>**

### **Commercial Lease - Class 1**

**The following are the types of activities requiring a Class 1 Commercial Lease:**

- a) the construction and/or operation of plants for the extraction, compression, separation, processing, refining, liquefaction, transportation or other treatment or shipment of minerals; or**
- b) the storage of more than 80,000 l (1 7,598 gal.) of fuel, or the storage of any radioactive, toxic, or other hazardous goods or materials; or**
- c) the construction and/or operation of a wharf for the trans-shipment of goods and materials; or**
- d) the generation of more than 100 kW (3.6 MJ) per hour of electric power; or**
- e) the storage of more than 1000 t (2,205 tons) of any materials, goods or inventories; or**
- f) the construction or operation of buildings with a floor space exceeding 2,000 m<sup>2</sup>; or**
- g) the requirement for a total area exceeding 4 ha (10 acres) for activities not related to wildlife harvesting support or tourism development; or**

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2711A. 6(2); 13(6)-(7)



- h) the occasional or permanent employment or contracting of more than 100 persons during the operations of the facilities, works or undertaking.<sup>28</sup>

### **Commercial Lease - Class 2**

The following activities require a Class 2 Commercial Lease:

- a) the storage of more than 4,000 l (880 gal.) but less than 80,000 l (17,598 gal.) of fuel; or
- b) the construction or operation of buildings with a floor space exceeding 500 m<sup>2</sup> but less than 2,000 m<sup>2</sup>; or
- c) the requirement for a total area exceeding 1 ha (2.47 acres) but less than 4 ha (10 acres) for activities other than wildlife harvesting support or tourism development; or
- d) the occasional or permanent employment or contracting of more than 10 persons but less than 100 persons during the operations of the facilities, works or undertaking.<sup>29</sup>

### **Commercial Lease - Class 3**

Any Commercial activity requiring the occupancy of Inuit Owned Lands for more than 3 years and not requiring a Class 1 or Class 2 Commercial Lease shall require a Class 3 Lease.

Any Commercial activity which otherwise would require a Commercial Lease Class 1 or 2 but which is exclusively for the purpose of wildlife harvesting support, the development of renewable resources or tourism development shall require a Commercial Lease Class 3.<sup>30</sup>

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<sup>28</sup>1 LA. 13(8)

<sup>29</sup>1 LA. 13(10)

<sup>30</sup>1 LA. 13(12)

## **Public Lease**

A Public lease will grant the exclusive right to government to occupy land for public purposes.<sup>31</sup>

## **Quarry Licence**

A Quarry Licence will grant the non-exclusive right to an individual to quarry such specified substances, defined in the Final Agreement as "specified substances," (see above definition under section titled "Inuit Owned Lands") to a limit of 38 cubic metres (50 cubic yards) per year if those materials are intended for personal use. Only Inuit may apply to extract carving stone.<sup>32</sup> Quarry Licences will be available from the Appropriate Regional Inuit Association Land Administration. The term of the Licence will be one year.<sup>33</sup>

## **Quarry Concession Agreement**

The Quarry Concession' Agreement is a negotiated agreement that will grant the exclusive right to extract the "specified substances".<sup>34</sup> A private party wishing to quarry specified substances over a period of time longer than one year and/or in excess of 38 cubic metres (50 cubic yards) per year will require a Quarry Concession Agreement with the Appropriate Regional Inuit Association. The term of the agreement will be a maximum of 10 years.

## **Public Quarry Concession Agreement**

The Final Agreement contains provisions that relate to access by Government to extract sand and gravel and similar materials from Inuit Owned Lands for public purposes.<sup>35</sup>

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<sup>31</sup> ILA. 6(2)

<sup>32</sup> See the provisions contained in Section 19.9.6 of the Final Agreement as they apply to Crown Lands.

<sup>33</sup> 1 LA. 6(2); 1 1(4)

<sup>34</sup> 1 LA. 6(2)

<sup>35</sup> FA. 21.6.1-5

If such material is needed by Government for public purposes, Government should contact the Appropriate Regional Inuit Association to initiate the negotiation of an Agreement similar in nature to the private party Quarry Concession Agreement.

### **Public Right-of-Way Permit**

This Permit grants the right to public government to use a strip of Inuit land for transportation, power or other like purposes.<sup>36</sup> The term for a Public Right-of-Way may extend up to fifty years.

### **Temporary Right-of-Way Permit**

A Temporary Right-of-Way Permit must be obtained when access across Inuit lands is temporary and significant, more explicitly:

- a) the use of a vehicle other than snowmobiles or four wheel recreational vehicles;
- b) the construction of a winter road; and
- c) the construction of any temporary road, rail, power line, pipeline or waterline or any temporary transport or transmission system.<sup>37</sup>

The term for a Temporary Right-of-Way Permit is two years. A Temporary Right-of-Way Permit is not required by Inuit for the transportation of goods and materials for recreational or residential purpose.<sup>38</sup>

### **Permanent Right-of-Way Permit**

A Permanent Right-of-Way Permit is required when access is required for longer than two years. The term may extend to thirty years and may be renewable.<sup>39</sup>

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<sup>36</sup>11A 6(2)

<sup>37</sup>With modifications, ILA. 4(4)

<sup>38</sup>1 LA. 6(2)(m) as amended July 27, 1988.

<sup>39</sup>1 LA. 4(5)

## SOCIO-ECONOMIC TERMS AND CONDITIONS

Subject to the exceptions and/or special conditions noted in the section above on Access Provisions, as a general rule parties wishing to enter on or use Inuit Owned Lands, and that require more than a Land Use Licence, Residential Permit or Exploration Licence are required to enter into an agreement with the Appropriate Regional Inuit Association and/or the Nunavut Tungavik on socio-economic terms and conditions as contained in Schedule 26-1 of the Final Agreement (see Appendix 1). This agreement can take three forms:

### Subsurface Lands

1. for activities requiring an Inuit Mineral Concession or an Inuit Mineral Production Lease, the socio-economic terms and conditions related to access will be included as part of the concession or lease to be negotiated with the Nunavut Tungavik;

### Surface Lands “

2. for a “Major Development Project” as defined in the Final Agreement<sup>40</sup>, the socio-economic terms and conditions will be included in the Inuit Impact and Benefit Agreement to be negotiated with the Appropriate Regional Inuit Association; and
3. for other uses or activities that require more than a Land Use Licence or a Residential Permit, the socio-economic terms and conditions will be included in a separate Access Agreement to be entered into with the Appropriate Regional Inuit Association.

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40-Major Development Project” means any Crown corporation or private sector project that (a) is a water power generation or water exploitation project in the Nunavut Settlement Area, or (b) is a project involving development or exploitation, but not exploration, of resources wholly or partly under Inuit Owned Lands, and either entails, within the Nunavut Settlement Area during any five-year period, more than 200 person years of employment, or entails capital costs in excess of thirty-five million dollars (\$35,000,000), in constant 1986 dollars, including, where Government is the proponent for a portion of a development project or directly-related infrastructure, the capital costs and employment projections for the government portion of the project.  
FA. 26.1.1

## SUBSURFACE LANDS

### OWNERSHIP

Inuit hold title to the subsurface rights of 37,941 square kilometres (14,650 square miles) of Inuit Owned Land. The regional breakdown is as follows:

Baffin Region (including Sanikiluaq)		13,322 km <sup>2</sup> (5,144 sq. mi.)
Keewatin Region	-	13,052 km <sup>2</sup> (5,040 sq. mi.)
Kitikmeot Region	-	11,566 km <sup>2</sup> (4,466 sq. mi.)

Title to the subsurface of Inuit Owned Lands will be vested with the Nunavut Tungavik. "

### GENERAL

There will be three forms of mineral tenure on Inuit Owned Lands: an Inuit Exploration Licence, an Inuit Mineral Concession and an Inuit Mineral Production Lease. These tenures will be available for all mines and minerals except oil and gas, carving stone and quarrying materials. Quarrying rights are dealt with elsewhere in this document; soapstone is reserved to Inuit; and an oil and gas regime has yet to be developed. In addition, it is possible that, in some areas, uranium and related rights will be reserved from any grant. In any such case this decision shall be made before the Exploration Licences for that area are issued and the industry will be notified accordingly.

The Inuit Exploration Licence is intended to facilitate easy access to Inuit mineral lands and to encourage grass-roots exploration of those lands. The Inuit Mineral Concession is designed to encourage more extensive exploration and development of specific property through the provision of a secure tenure. Finally, the Inuit Mineral Production Lease will provide the necessary tenure to permit production from specific lands. The Nunavut Tungavik Lands Administration (NTLA) will maintain a public register of all Inuit Exploration Licences but the terms and conditions of mineral concessions and leases will be kept confidential except to the extent necessary to provide for registration of title.

Surface rights will be available for mineral operations and will be issued in accordance with the land management policies contained in this document.

All mineral exploration, development, production and reclamation activities on Inuit lands will be subject to all laws of general application including environmental and health and safety laws. The NTLA will require indemnity undertakings from mineral operators on Inuit lands. These undertakings shall indemnify the NTLA as landowner from any obligations to government or third parties arising as a result of mineral exploration or production activities carried out on Inuit lands.

### **Inuit Exploration Licence**

1. An Exploration Licence will be available to an individual or a company for a fee of \$100. A Licence will have a one year term and will not be transferable or assignable. A Licence will be renewable.
2. An Exploration Licence will grant the non-exclusive right to carry out preliminary exploration on the Inuit Owned Lands specified in the Licence that are not subject to a Concession or a Mineral Production Lease. "Preliminary exploration" means prospecting and geological data collection and sampling together with geochemical and geophysical exploration provided that no significant surface disturbance results.
3. A Licence may prescribe conditions designed to protect flora and fauna and may prohibit exploration in some locations at certain times of the year. In exceptional circumstances, a bond may be required of licensees.
4. An exploration plan shall be filed with the NTLA upon application for a Licence. This plan shall be kept confidential for a period of three years, but the licensee shall provide at least 60 days notice of its proposed activities and their general location to all affected communities. An exploration plan will describe the type of exploration to be carried out (e.g. prospecting, geochemical sampling), the number of persons involved, estimated time of operations, and the general location of operations on particular blocks of Inuit Owned Lands by listing the 1:50,000 National Topographical System Quadrants that cover the area of interest.
5. A licensee shall make best efforts to utilize Inuit and local labour and contracting facilities and to provide employment training if appropriate.

6. The licensee shall deliver to the NTLA all data obtained and reports prepared with respect to exploration and operations on Inuit Owned Lands, or acquired as a result of such work, and the NTLA shall keep the data and reports confidential for a period of three years.
7. A licensee shall have the right, on a first come first serve basis, to negotiate a Mineral Concession. A licensee may trigger the right to negotiate a mineral concession by delivering to the office of the NTLA a request to negotiate, describing the area of its proposed concession together with payment of \$750 for each concession area nominated. Each request to negotiate will be marked as to the time of receipt and will be available for inspection by other licensees.
8. Licensees will be required to provide written notice to the NTLA of the discovery of any deposits of carving stone in the course of their operations.

### **Inuit Mineral Concession**

1. A Concession is a negotiated agreement. However, the Nunavut Tungavik is prepared to commit to the following basic outline of a Concession. It is recognized that further details will be supplied as a result of negotiations.
2. A Mineral Concession grants the exclusive right to carry out on the defined lands any exploration, including bulk sampling, and, following the completion of a feasibility study, the right to apply for and obtain a Mineral Production Lease on the terms specified.
3. The minimum area of a Concession shall be 500 ha. A Concession shall be rectangular in shape laid out in accordance with cardinal directions and no side shall be shorter than 2 km. The holder shall mark the corners of the Concession on the ground using GPS techniques within one year of execution of the Concession. A Concession may be composed of multiple contiguous blocks of 500 ha.

4. Fees and work assessment requirements shall be subject to negotiation but the following shall ordinarily apply for each 500 ha block:

			Cumulative Total
first year	work	5,000	5,000
	cash	500	500
second year	work	10,000	15,000
	cash	1,000	1,500
third year	work	15,000	30,000
	cash	1,500	3,000
fourth year	work	15,000	45,000
	cash	1,500	4,500
fifth year	work	20,000	65,000
	cash	2,000	6,500

Fees will be paid in advance; work assessment requirements shall be filed at the end of each year.

5. A Concession shall have an initial term of five years with the possibility of two three-year extensions with a maximum total term of 11 years. It is anticipated that, upon extension, fee and work requirements will continue to escalate in accordance with the above table.
6. A Concession may be surrendered by its holder effective on the next anniversary date following receipt of the notice of surrender.
7. Assessment work may be carried forward within the term of a Concession and it is envisaged that contiguous blocks may be grouped for the purposes of assessment work requirements. Assessment work may not be carried forward from the Exploration Licence.



8. An exploration plan shall be filed with the NTLA by, at the latest, the anniversary date of the Concession. This plan shall be kept confidential for a period of three years, but the Concession holder shall provide at least 60 days notice of its proposed activities and their general location to all affected communities.
9. It is expected that a socio-economic benefits package will be negotiated as part of a Concession. The package will be commensurate with the size of the project. Appropriate heads for negotiation include those matters identified for Inuit Impact and Benefit Agreements in the Final Agreement and reproduced as Appendix I to this document.
10. It is expected that a Concession may contain conditions to protect the environment and to provide for an environmental monitoring committee, etc. These conditions will not duplicate any environmental requirements imposed under laws of general application or by Inuit surface regulations or requirements.
11. A Concession holder shall be required to post a bond or other form of security satisfactory to the NTLA sufficient to meet all reclamation requirements that may result from proposed exploration activities. Bonding requirements shall not duplicate those imposed under laws of general application or by Inuit surface regulations or requirements.
12. A Concession holder may pledge the Concession as security and that security may be registered. A security holder will receive reasonable notice of default and will be entitled to cure any default on the same terms as the Concession holder. A Concession holder may assign the entire Concession or an undivided interest in the Concession with the consent of the NTLA; such consent not to be unreasonably withheld.
13. A copy of all data derived from the property, including a copy of any feasibility studies, ore reserve studies, as well as drill logs shall be provided annually to the NTLA which data shall be kept confidential for a period of five years. All drill cores shall be stored in a neat and orderly manner on the property and shall be adequately labelled.
14. A Concession shall be forfeited for failure to pay fees or for failing to conduct minimum work requirements or for other serious breaches.

5. In order to provide the explorer with a high degree of certainty as to the economic provisions applicable to future production, the royalty rate shall be negotiated at the time the concession is granted. The following principles will apply to the royalty. The royalty shall be fixed at, and calculated in accordance with, the terms of the Canada Mining Regulations with the following exceptions. First there will be no royalty holiday. Second, once payout has been achieved, the royalty rate shall be set at 12%. Appropriate auditing provisions will be included so as to allow the NTLA to verify payments.

#### **Inuit Mineral Production Lease**

1. A Mineral Production Lease shall grant the exclusive right to explore for, produce minerals from, and develop a mine site on, the leased lands.
2. A Lease shall be granted for an initial term of 21 years which shall be renewable for a further 21 year term provided that commercial production has been, achieved during the first term.
3. If at the anniversary date of the Lease there has been no production during that year, the lessee shall pay a lease rental as follows:

For the first 7 years:	<b>\$50,000</b>
For the second 7 years:	<b>\$100,000</b>
For the final 7 years: and for any renewal	<b>\$200,000</b>

Where there has been production during a lease year a minimum royalty of \$200,000 shall be payable.

4. A royalty will be reserved to the NTLA upon the grant of a Lease. The precise terms of the royalty will be specified in the Concession out of which the Lease is carved. The royalty will be secured by a lien and security interest in the Inuit Mineral Production Lease, the minerals produced and the proceeds of sale.

5. It is expected that a socio-economic benefits package will be negotiated as part of a Lease. The package will build upon the experience derived during the term of the Concession. Appropriate heads for negotiation include those matters identified "for Inuit Impact and Benefit Agreements in the Final Agreement and reproduced as Appendix I to this document.
6. It is expected that a Lease may contain conditions to protect the environment and to provide for an environmental monitoring committee, etc. These conditions will not duplicate any environmental requirements imposed under laws of general application or by Inuit surface regulations.
  7. A Lease shall be of that size reasonably required in order to provide an area for mine development, infrastructure, roads, waste dumps, tailing ponds and related infrastructure. The lessee shall provide a survey of the lease area before the Lease is executed.
  8. A lessee shall be required to post a bond or other form of security satisfactory to the NTLA sufficient to meet all abandonment and reclamation requirements that may result from proposed exploration, production and processing activities. Bonding requirements shall not duplicate those required under laws of general application or under Inuit surface regulations or requirements. Prior to commencing production, the lessee will be required to file with the NTIA a plan for abandonment and reclamation.
  9. A lessee shall be required to file an annual work plan with the NTLA. The NTIA will be given the opportunity to provide input provided that such input does not unduly interfere with the lessee's management of the property.
  10. A copy of all data derived from the property, including a copy of any feasibility studies, ore reserve studies, as well as drill logs shall be provided annually to the NTLA which data shall be kept confidential for a period of five years. All drill core shall be stored in a neat and orderly manner on the property and shall be adequately labelled.
  11. A lessee may pledge the Lease as security, and that security may be registered. "A security holder will receive reasonable notice of default and will be entitled to cure any default on the same terms as the lessee. A lessee may assign its entire Lease or an undivided interest in the Lease with the consent of the NTLA; such consent not to be unreasonably withheld.

# **INUIT LAND ADMINISTRATION**

## **REGIONAL INUIT ASSOCIATION LANDS ADMINISTRATION**

Each Regional Inuit Association will have a Lands Administration to manage the land held by the respective Association. The Lands Administration may grant a Right or, in the case where the holder of that right has violated the terms of that right, cancel a Right to the surface of Inuit Owned Lands.<sup>41</sup> The Administration will follow procedures to ensure that relevant Inuit communities, organizations, and individuals have been fully informed about any proposed grant of right and have had full input into any terms and conditions to be attached to the grant of the right or, indeed, whether the right should be granted in the first place. The Lands Administration will ensure compliance with the provisions of the Right or licence.<sup>42</sup>

## **NUNAVUT TUNGAVIK LANDS ADMINISTRATION**

The Nunavut Tungavik Lands Administration will be responsible for the general coordination of land and resource management policy and procedures between the three Regional Inuit Associations and the Nunavut Tungavik and with other government departments or agencies and the joint management bodies created by the claim<sup>43</sup>.

The NTLA will also be responsible for the provision of certain common services, such as mapping, information, data and archival services and technical and legal advice. "The NTLA will co-ordinate land use planning for Inuit Owned Lands.

The NTLA will publish an annual report summarizing activities on Inuit Owned Lands.

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<sup>41</sup> ILA. 5(3),(4),(5)

<sup>42</sup> LA. 5(1 5-18)

<sup>43</sup> The Nunavut Planning Commission, the Nunavut Wildlife Management Board, etc.

The NTLA will manage, in co-operation with the Regional Inuit Associations, any subsurface rights to Inuit Owned Lands. Since the Nunavut Tungavik will hold subsurface title to Inuit Owned Lands, the Lands Administration may grant a Right or cancel a Right to the subsurface of Inuit Owned Lands. Procedures will be followed to ensure that relevant Inuit communities, organizations, and individuals have been fully informed about any proposed grant of right and have had full input into any terms and conditions to be attached to the grant of the right. The NTIA will ensure compliance with the provisions of the Right.

## SCHEDULE OF FEES

Type of Right	Initial Application, Renewal, Assignment of a Right	Annual Access Administration Fees	Annual Rents for Lands
Inuit Land Use Licence	10	0	0
Inuit Land Use Licence for Prospector	25	75	0
Inuit Land Use Permit Class A	1000	1000 plus 40/ha	0
Inuit Land Use Permit Class B	500	500 plus 40/ha	0
Inuit Land Use Permit Class C	50	100 plus 10/ha	0
Residential Permit: Inuit Non-Inuit	0 0	0 200	To be Negotiated
Residential Lease Outside of Municipalities: Inuit Non-Inuit	50 200	0 500	\$C 50C
Commercial Lease Class 1	4000	2000	\$/ha To Be Negotiated
Commercial Lease Class 2	2000	1000	\$/ha To Be Negotiated
Commercial Lease Class 3	1000	1000	\$/ha To Be Negotiated
Public Lease	1000	1000	\$/ha To Be Negotiated
Quarry Licence plus Land Reclamation Fee (\$/m <sup>3</sup> ) Special Administration Fee (\$/m <sup>3</sup> ) Gravel Royalty (\$/m <sup>3</sup> )	20.00 .50 1.50 1.00	0	0
Quarry Concession plus Land Reclamation Fee (\$/m <sup>3</sup> ) Special Administration Fee (\$/m <sup>3</sup> ) Gravel Royalty (\$/m <sup>3</sup> )	2000  To Be Negotiated	500	
Public Right-of-Way	5000	500	\$/km To Be Negotiated
Temporary Right-of-Way	1000	500	\$/km To Be Negotiated
Permanent Right-of-Way	5000	500	\$/km To Be Negotiated

**SUMMARY OF COMPARISON OF CROWN AND PROPOSED INUIT PERMITS,  
LICENCES, LEASES, ETC.**

Activity	Particular	Crown Lands	Inuit Owned Lands
and Use	Non-exclusive, temporary use - high level of activity	Class A Land Use Permit	Class A Inuit Land Use Permit
	Non-exclusive, temporary use - moderate level of activity	Class B Land Use Permit	Class B Inuit Land Use Permit
	Non-exclusive, temporary use - low level of activity	Not Applicable	Class C Inuit Land Use Permit
	Casual Use	Not Applicable	Inuit Land Use Licence
residential Use	Non-exclusive Casual Use - Summer Camp	Not Applicable or Land Use Permit	Residential Permit
	Long Term Use	Lease	Lease
Commercial Use	Exclusive Use for longer term	Lease	Commercial Lease Class 1, 2 or 3
Public Government Use	Exclusive Use for long term	Reservation by book notation?	Public Lease
Quarrying	Small Amounts	No permit or charge for personal use by a resident of the N.W.T. of under 38 cubic metres (50 cubic yards) of sand, gravel or stone per year from territorial lands with undisposed surface rights. <sup>44</sup>	A Quarry Licence would be required.

<sup>44</sup>Territorial Quarrying Regulations (Hereafter TQR), Section 10.

## Comparison (continued)

	Larger Amounts - non-exclusive use	Requires a Quarrying permit. Term 1 year or until amount specified in permit is quarried. <sup>45</sup>	Not applicable.
	Larger Amounts - exclusive use	Requires a lease. Area of lease to be staked. Term 10 years with renewal. <sup>46</sup>	Requires a Quarry Concession Agreement for quarrying by private parties and a Public Quarry Concession Agreement for quarrying by government
Rights-of-Way	Temporary, Public or Private	Not applicable or lease	Temporary, Private and Public Right-of-Way Permits

**Note:** The above surface rights, except for a Inuit Land Use Licence or a Residential Permit, to access Inuit Owned Lands also require an Access Agreement, an Inuit Impact Benefits Agreement or a Mineral Concession or Lease.

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<sup>45</sup>TQR, Section 12.

<sup>46</sup>TQR, Sections 4-9.



## APPENDIX 1

### MATTERS CONSIDERED APPROPRIATE FOR INUIT BENEFITS<sup>47</sup>

1. Inuit training at all levels.
2. Inuit preferential hiring.
3. Employment rotation reflecting Inuit needs and preferences.
4. Scholarships.
5. Labour relations.
6. Business opportunities for Inuit including: (a) provision of seed capital; (b) provision of expert advice; (c) notification of business opportunities; (d) preferential contracting practices.
7. Housing, accommodation and recreation.
8. Safety, health and hygiene.
9. Language of workplace.
10. Identification, protection and conservation of archaeological sites and specimens. “
11. Research and development.
12. Inuit access to facilities constructed for the project such as airfields and roads.
13. Particularly important Inuit environmental concerns and disruption of wildlife, including wildlife disruption compensation schemes.
14. Outpost camps.
15. Information flow and interpretation, including liaison between Inuit and proponent regarding Inuit participation and concerns.
16. Relationship to prior and subsequent agreements.

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<sup>47</sup>FA. Schedule 26-1 "Inuit Impact and Benefits Agreement."

17. Co-ordination with other developments.

18. Arbitration and amendment provisions.

19. Implementation and enforceability, including performance bonds and liquidated damages clauses.

20. Obligations of subcontractors.

21. Any other matters that the Parties consider to be relevant to the needs of the project and Inuit.

## REFERENCES

Inuit Ratification Committee, *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty in Right of Canada*. Yellowknife 1992.

Inuvialuit Land Administration, *Rules and Procedures*, Inuvik, 1986.

*Territorial Land Use Regulations*

*Territorial Quarrying Regulations*

*Territorial Lands Regulations*

*Federal Real Property Regulations*

*Federal Real Property Act*

*Territorial Lands Act*