

**ARTICLE 29**

**NUNAVIK INUIT RIGHTS AND INTERESTS IN THE LABRADOR INUIT SETTLEMENT AREA PORTION OF THE OVERLAP AREA**

**PART 29.1: PREAMBLE**

- 29.1.1 Whereas Canada agreed to resolve the claim of the Nunavik Inuit respecting Labrador and the area offshore Labrador;
- 29.1.2 Whereas Nunavik Inuit and Labrador Inuit have agreed that the area described in Schedule 29-1 is an overlap area;
- 29.1.3 Whereas Nunavik Inuit and Labrador Inuit have entered into an Agreement relating to the sharing of the Nunavik Inuit/Labrador Inuit Overlap Area (the Overlap Agreement); and
- 29.1.4 Whereas this article sets out rights of Nunavik Inuit in the Labrador Inuit Settlement Area portion of the overlap area.

**PART 29.2: DEFINITIONS AND INTERPRETATION**

- 29.2.1 In this article:

**"archaeological activity"** means physical activity carried out in the Labrador Inuit Settlement Area in connection with the discovery, recovery or field study of the remains of pre-contact and post-contact periods and includes an "archaeological investigation" as defined in the Historic Resources Act, RSNL 1990, c. H-4 and any activity that disturbs or may result in the disturbance of an archaeological site or archaeological material;

**"archaeological material"** means an object of archaeological importance, interest or significance found in whole or in part on or in land in the Labrador Inuit Settlement Area and includes an "archaeological object" as defined in the Historic Resources Act, RSNL 1990, c. H-4, but does not include Inuit cultural material;

**"archaeological site"** means land in the Labrador Inuit Settlement Area containing archaeological material or where an archaeological activity is conducted;

**"carving stone"** means soapstone and serpentinite that is suitable for carving purposes;

**"consult"** means to provide:

- (a) to the person being consulted, notice of a matter to be decided in sufficient

## **Nunavik Inuit Land Claims Agreement**

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form and detail to allow that person to prepare its views on the matter;

- (b) a reasonable period of time in which the person being consulted may prepare its views on the matter, and an opportunity to present its views to the person obliged to consult; and
- (c) full and fair consideration by the person obliged to consult of any views presented;

**"fish"** includes:

- (a) parts of fish;
- (b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals; and
- (c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

**"harvest"** means the reduction or attempted reduction of wildlife, plants, fish or aquatic plants into possession, and includes fishing, hunting, trapping, netting, egging, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method and, with reference to plants, includes wooding, cutting or digging or attempting to do so;

**"Inuit cultural material"** means any object from the Labrador Inuit Settlement Area, other than Archaeological Material, that is made, modified or used by humans and collected and documented for the interpretation and descriptive study of human culture and that is of cultural importance to Inuit or of value for the information it may give about contemporary, post-contact or pre-contact Inuit, but does not include Archival Records;

**"Inuit domestic harvest level"** means the quantity of a species or stock of fish or aquatic plant established in accordance with part 13.6 of the Labrador Inuit Land Claims Agreement;

**"Inuit harvest level"** means the quantity of a species or population of wildlife or plant established in accordance with part 12.4 of the Labrador Inuit Land Claims Agreement;

**"Labrador Inuit"** means the same as Inuit as defined in the Labrador Inuit Land Claims Agreement;

**"Labrador Inuit Settlement Area portion"**, as described in Schedule 29-2, is the "Labrador portion" of the Overlap Agreement.

## **Nunavik Inuit Land Claims Agreement**

"*Nunatsiavut Government*" means the government established under the Labrador Inuit Constitution pursuant to subsection 17.3.3 (a) of the Labrador Inuit Land Claims Agreement;

"*Nunavik Marine Region portion*", as described in Schedule 29-3, is the "Nunavik Marine portion" of the Overlap Agreement.

"*plant*" means any species of plant, other than an aquatic plant, that is wild by nature and all seeds, parts and products thereof and includes trees and wild plant species that have been planted or transplanted in the wild by humans;

"*wildlife*" means all species and populations of wild mammals, amphibians and birds and all parts and products thereof, but does not include fish;

"*total allowable harvest*" means the total quantity of a species or population of wildlife or plant that may be lawfully harvested.

### **PART 29.3: HARVESTING**

- 29.3.1 Nunavik Inuit have the right to harvest wildlife, plants, fish and aquatic plants in the Labrador Inuit Settlement Area portion of the overlap area, as set out in this Article.
- 29.3.2 (a) Nunavik Inuit rights and obligations respecting the harvesting of wildlife and plants in the Labrador Inuit Settlement Area portion of the overlap area shall be the same as those of Labrador Inuit under Chapter 12 of the Labrador Inuit Land Claims Agreement except Nunavik Inuit do not have rights under sections 12.3.6, 12.3.7, 12.3.8, and parts 12.7, 12.8, 12.9, 12.10, 12.12 and 12.14 of the Labrador Inuit Land Claims Agreement.
- (b) Section 9.2.11 of the Labrador Inuit Land Claims Agreement shall apply to Nunavik Inuit harvesting under paragraph 29.3.2 (a) of this article.
- 29.3.3 In recommending any Inuit harvest level for a species or population of wildlife or plant in the Labrador Inuit Settlement Area portion of the overlap area under section 12.4.5 of the Labrador Inuit Land Claims Agreement, the Nunatsiavut Government shall take into account historic and current harvesting of that species or population by Nunavik Inuit and Labrador Inuit.
- 29.3.4 Nunavik Inuit shall determine with Labrador Inuit how to allocate any established Inuit harvest level for a species or population of wildlife or plant between Labrador Inuit and Nunavik Inuit. Their joint determination shall be provided to the Nunatsiavut Government. Any allocations under this section shall not exceed the Inuit harvest level established for that species or population of wildlife or plant.
- 29.3.5 Nunavik Inuit and Labrador Inuit have the right to share the right to harvest set out in sections 12.3.6 and 12.3.7 of the Labrador Inuit Land Claims Agreement and section

## **Nunavik Inuit Land Claims Agreement**

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- 5.3.7 of this Agreement, subject to any applicable obligations, in the Labrador Inuit Settlement Area portion of the overlap area and the Nunavik Marine Region portion of the overlap area. The harvest shall not exceed the total allowable harvest or total allowable take within either of those overlap areas.
- 29.3.6 (a) Nunavik Inuit rights and obligations respecting the harvesting of fish and aquatic plants in the Labrador Inuit Settlement Area portion of the overlap area shall be the same as those of Labrador Inuit under Chapter 13 of the Labrador Inuit Land Claims Agreement except Nunavik Inuit do not have rights under Parts 13.9, 13.10, 13.11, 13.12, 13.13 and 13.14 of the Labrador Inuit Land Claims Agreement.
- (b) Section 9.2.11 of the Labrador Inuit Land Claims Agreement shall apply to Nunavik Inuit harvesting under paragraph 29.3.6 (a) of this Agreement.
- 29.3.7 Nunavik Inuit shall determine with Labrador Inuit how to allocate any established Inuit domestic harvest level between Labrador Inuit and Nunavik Inuit. Their joint determination shall be provided to the Nunatsiavut Government. Any allocations under this section shall not exceed the Inuit domestic harvest level established for that species or population.
- 29.3.8 In recommending any Inuit domestic harvest level for a species or stock of fish or aquatic plant in the Labrador Inuit Settlement Area portion of the overlap area under section 13.6.4 of the Labrador Inuit Land Claims Agreement, the Nunatsiavut Government shall take into account historic and current harvesting of that species or stock by Nunavik Inuit and Labrador Inuit.
- 29.3.9 In recommending a basic needs level or adjusted basic needs level for a stock, species or population of wildlife in the Nunavik Marine Region portion of the Overlap Area under section 5.2.3, the Nunavik Marine Region Wildlife Board shall take into account historic and current harvesting of that stock, species or population by Nunavik Inuit and Labrador Inuit.

### **PART 29.4: CARVING STONE**

- 29.4.1 Nunavik Inuit have the right to extract carving stone in the Labrador Inuit Settlement Area portion of the overlap area. Notwithstanding section 4.6.9 of the Labrador Inuit Land Claims Agreement, Labrador Inuit have agreed to share the right to extract carving stone in the Labrador Inuit Settlement Area portion of the overlap area. The rights and obligations of Nunavik Inuit shall be the same as those of the Labrador Inuit under sections 4.6.9 and 9.2.13 of the Labrador Inuit Land Claims Agreement.

## **Nunavik Inuit Land Claims Agreement**

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29.4.2 The Nunavik Inuit right to extract carving stone under section 29.4.1 includes the right to remove and transport carving stone from Labrador to Quebec.

### **PART 29.5: NATIONAL PARKS**

29.5.1 Prior to completion of the Nunavik Inuit Land Claim Agreement, Nunavik Inuit and Parks Canada shall negotiate a park impacts and benefits agreement for the Torngat Mountains National Park Reserve of Canada. The park impacts and benefits agreement shall address the matters set out in section 9.2.2 of the Labrador Inuit Land Claims Agreement. The Nunavik Inuit park impacts and benefits agreement shall be designed to provide Nunavik Inuit with opportunities comparable to the Labrador Inuit in respect of business, hiring and participation in management related to the Torngat Mountains National Park Reserve of Canada.

29.5.2 Nunavik Inuit and Parks Canada shall attempt to harmonize any Nunavik Inuit park impacts and benefits agreement for the Torngat Mountains National Park Reserve of Canada with the Labrador Inuit Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada.

29.5.3 A Nunavik Inuit park impacts and benefits agreement shall not form part of the Nunavik Inuit Land Claims Agreement, is not intended to be a treaty or land claims agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

### **PART 29.6: ARCHAEOLOGICAL RESOURCES**

29.6.1 Where archaeological sites, archaeological materials and Inuit cultural materials are determined by Nunavik Inuit and Labrador Inuit to be those of Nunavik Inuit, or of both Nunavik Inuit and Labrador Inuit, Nunavik Inuit shall have the same rights and obligations as Labrador Inuit with respect to the treatment of archaeological materials, archaeological sites and Inuit cultural materials in the Labrador Inuit Settlement Area portion of the overlap area.

29.6.2 Upon receipt of an application for a permit to conduct archaeological activities in the Torngat Mountains National Park Reserve of Canada, Parks Canada, as the permitting authority, shall forward a copy of the application to Makivik Corporation as soon as practicable.

29.6.3 Prior to issuing a permit to conduct archaeological activity in the Torngat Mountains National Park Reserve of Canada, Parks Canada, as the permitting authority, shall consult Makivik Corporation about the permit application, whether or not a permit should be issued and, if so, the terms and conditions to be attached to it.

## **Nunavik Inuit Land Claims Agreement**

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### **PART 29.7: INUIT BURIAL SITES, HUMAN REMAINS AND SITES OF RELIGIOUS OR SPIRITUAL SIGNIFICANCE**

- 29.7.1 Nunavik Inuit shall provide Parks Canada with a list of known Nunavik Inuit burial sites and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area. Such list shall be provided by the effective date of the Nunavik Inuit Land Claims Agreement and may be amended or supplemented by Makivik Corporation which shall then provide the list, as amended or supplemented, to Parks Canada.
- 29.7.2 Nunavik Inuit shall have the same rights and obligations as Labrador Inuit with respect to the treatment of human remains and sites of religious or spiritual significance in the Labrador Inuit Settlement Area portion of the overlap area where such human remains or sites of religious or spiritual significance have been determined by Nunavik Inuit and Labrador Inuit to be of Nunavik Inuit origin.

### **PART 29.8: PLACE NAMES**

- 29.8.1 Canada shall consult Nunavik Inuit with respect to place names in the Labrador Inuit Settlement Area portion of the overlap area in the same manner as Labrador Inuit are consulted under part 16.4 of the Labrador Inuit Land Claims Agreement.

### **PART 29.9: AMENDMENT**

- 29.9.1 Canada shall not agree, without the consent of the Nunavik Inuit, to any amendment of the Labrador Inuit Land Claims Agreement that would affect the rights of Nunavik Inuit in the Labrador Inuit Settlement Area portion of the overlap area. For greater certainty, the Labrador Inuit Settlement Area portion of the Overlap Area may not be amended without the consent of the Nunavik Inuit.

## **Nunavik Inuit Land Claims Agreement**

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### **SCHEDULE 29-1**

#### **GEOGRAPHIC COORDINATES OF THE NUNAVIK INUIT/LABRADOR INUIT OVERLAP AREA WITHIN NILCA**

In the event of a discrepancy between the descriptions of this Schedule and the illustrative map of Schedule 29-1a, this Schedule shall prevail.

The Nunavik Inuit / Labrador Inuit Overlap Area is bounded within the following:

1. Commencing at the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec on the southern shore of McLelan Strait;
2. Thence westerly and southerly along the boundary of Quebec to the intersection of 66°21'40"W longitude at Cap Naujaat, at approximate 58°51'10"N latitude;
3. Thence northerly, following the geodesic line, to a point offshore northeast of Sallijukak Islet and northwest of Beacon Island at the intersection of 59°00'30"N latitude and 66°21'45"W longitude;
4. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°10'20"N latitude and 66°14'05"W longitude;
5. Thence northerly, following the geodesic line, to a point at the intersection of 59°17'45"N latitude and 66°13'40"W longitude;
6. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°25'30"N latitude and 66°04'45"W longitude;
7. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°29'15"N latitude and 65°58'20"W longitude;
  - (a) Thence northeasterly, following the geodesic line, to a point at the intersection of 59°34'55"N latitude and 65°54'30"W longitude;
  - (b) Thence northwesterly, following the geodesic line, to a point at the intersection of 59°44'50"N latitude and 65°57'10"W longitude;
  - (c) Thence northeasterly, following the geodesic line, to a point at the intersection of 59°49'05"N latitude and 65°53'25"W longitude;
  - (d) Thence northeasterly, following the geodesic line, to a point at the intersection of 60°05'50"N latitude and 65°29'45"W longitude;

## **Nunavik Inuit Land Claims Agreement**

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- (e) Thence northeasterly, following the geodesic line, to a point at the intersection of 60°24'30"N latitude and 65°13'55"W longitude;
- (f) Thence northerly, following the geodesic line, to a point at the intersection of 60°34'10"N latitude and 65°11'45"W longitude;
- (g) Thence northeasterly, following the geodesic line, to a point northwest of the Button Islands at the intersection of 60°45'00"N latitude and 64°57'45"W longitude;
- (h) Thence east along 60°45'00"N latitude to the intersection with a line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the *Oceans Act*;
- (i) Thence in a general southerly direction following the line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the *Territorial Sea Geographical Coordinates Order* issued pursuant to the *Oceans Act* to the intersection of that limit with 58°30'45"N latitude, at approximate 62°04'20"W longitude;
- (j) Thence westerly, following the geodesic line, to a point south of Big Island at the intersection of 58°30'45"N latitude and 62°38'20"W longitude;
- (k) Thence westerly, following the geodesic line, to a point southeast of Rose Island at the intersection of 58°30'20"N latitude and 62°53'55"W longitude;
- (l) Thence southwesterly, following the geodesic line, to a point southwest of Upernavik Island at the intersection of 58°28'10"N latitude and 62°59'45"W longitude;
- (m) Thence northwesterly, following the geodesic line, to a point southwest of Branagin Island at the intersection of 58°29'25"N latitude and 63°11'00"W longitude;
- (n) Thence westerly, following the geodesic line, to the intersection of point NP1 as illustrated in Canada Lands Survey Record 89784, dated February 01, 2005 and recorded in the Crown Land Office, St. John's, Newfoundland and Labrador under No. SP369;
- (o) Thence southerly and westerly following the surveyed line to the intersection of point NP14, as illustrated on Canada Lands Survey Record 89784;

## **Nunavik Inuit Land Claims Agreement**

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- (p) Thence westerly, extending the bearing from NP13 and NP14 to a point where it intersects the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec;

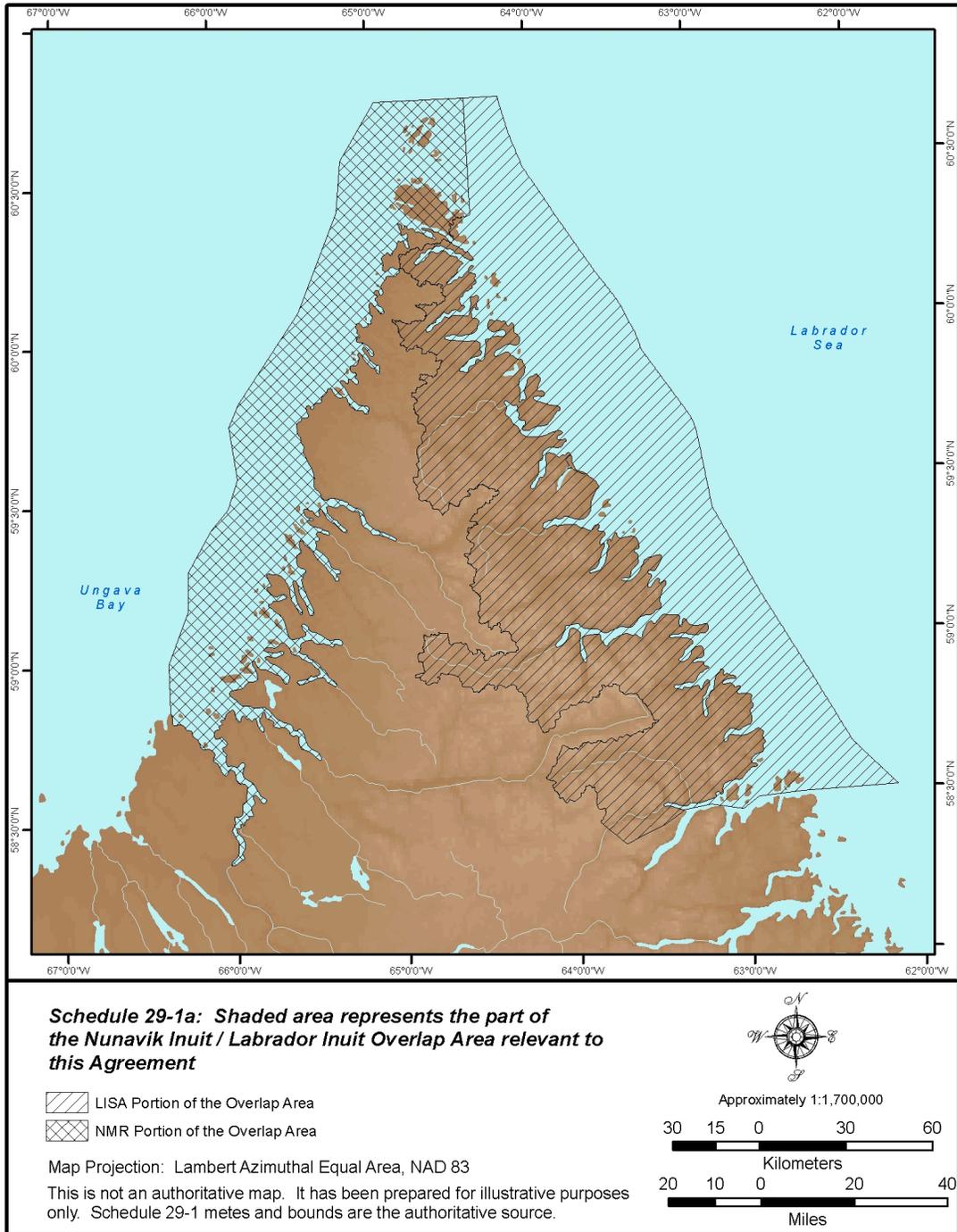
Thence northerly following said Jurisdictional Boundary to the point of commencement.

The Nunavik Inuit / Labrador Inuit Overlap Area, includes all the marine area, islands, lands and waters within the bounded area excluding the following:

1. As illustrated in the Detail B, C and D of the descriptive map plan prepared by the Department of Natural Resources Canada, Canada Lands Survey Record 89788, dated November 15, 2004 and recorded in the Land Registry Office at St John's, Newfoundland and Labrador under Number SP 367:  
  
Detail B: Parcel 98-1 and Parcel "LAB 1"  
Detail C: Labrador Inuit Lands parcel LIL-01  
Detail D: Parcels A, B, C and D.
2. Water Lot WL-01, for greater certainty being that lot adjacent to LIL-01.

For greater certainty, all coordinates are in reference to the North American Datum 1983 (NAD 83).

# Nunavik Inuit Land Claims Agreement



## SCHEDULE 29-2

## **Nunavik Inuit Land Claims Agreement**

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### **GEOGRAPHIC COORDINATES OF THE LABRADOR INUIT SETTLEMENT AREA PORTION OF THE OVERLAP AREA**

In the event of a discrepancy between the descriptions of this Schedule and the illustrative map of Schedule 29-1a, this Schedule shall prevail.

The Labrador Inuit Settlement Area portion of the Overlap Area (the LISA Portion as illustrated on Schedule 29-1a), is bounded within the following:

1. Commencing on Killiniq Island at the intersection of the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Territory of Nunavut at the shoreline of Cape Chidley;
2. Thence northeasterly in a straight line to the point offshore at 60°23'N latitude and 64°24'W longitude;
3. Thence northerly in a straight line to the point offshore at 60°45'00"N latitude and 64°24'W longitude;
4. Thence proceeding east along 60°45'00"N latitude to the intersection with a line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the Territorial Sea Geographical Coordinates Order issued pursuant to the Oceans Act;
5. Thence in a general southerly direction following the line every point of which is at a distance of 12 nautical miles from the nearest point of the baselines described in the Territorial Sea Geographical Coordinates Order issued pursuant to the Oceans Act to the intersection of that limit with 58°30'45"N latitude, at approximate 62°04'20"W longitude;
6. Thence westerly, following the geodesic line, to a point south of Big Island at the intersection of 58°30'45"N latitude and 62°38'20"W longitude;
7. Thence westerly, following the geodesic line, to a point southeast of Rose Island at the intersection of 58°30'20"N latitude and 62°53'55"W longitude;
8. Thence southwesterly, following the geodesic line, to a point southwest of Upernavik Island at the intersection of 58°28'10"N latitude and 62°59'45"W longitude;
9. Thence northwesterly, following the geodesic line, to a point southwest of Branagin Island at the intersection of 58°29'25"N latitude and 63°11'00"W longitude;
10. Thence westerly, following the geodesic line, to the intersection of point NP1 as illustrated in Canada Lands Survey Records 89784, dated February 01, 2005 and recorded in the Crown Land Office, St. John, Newfoundland under No. SP369;

## **Nunavik Inuit Land Claims Agreement**

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11. Thence southerly and westerly following the surveyed line to the intersection of point NP14, as illustrated on Canada Land Survey Records 89784;
12. Thence westerly, extending the bearing from NP13 and NP14 to a point where it intersects the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec;
13. Thence in a general northerly direction following said Jurisdictional Boundary to the intersection with the southern shoreline of McLelan Strait;
14. Thence northeasterly to the intersection point of the Jurisdictional Boundary of the Province of Newfoundland and Labrador and Nunavut Territory with the northern shoreline of McLelan Strait on Killiniq Island;

Thence in a general northerly direction following said Jurisdictional Boundary to the point of commencement.

The Labrador Inuit Settlement Area portion of the Overlap Area, includes all the marine area, islands, lands and waters within the bounded area excluding the following:

1. As illustrated in the Detail B, C and D of the descriptive map plan prepared by the Department of Natural Resources Canada, Canada Lands Survey Record 89788, dated November 15, 2004 and recorded in the Land Registry Office at St John's, Newfoundland and Labrador under Number SP 367:

Detail B:	Parcel 98-1 and Parcel "LAB 1"
Detail C:	Labrador Inuit Lands parcel LIL-01
Detail D:	Parcels A, B, C and D.
2. Water Lot WL-01, for greater certainty being that lot adjacent to LIL-01.

For greater certainty, all coordinates are in reference to the North American Datum 1983 (NAD 83).

## **Nunavik Inuit Land Claims Agreement**

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### **SCHEDULE 29-3**

#### **GEOGRAPHIC COORDINATES OF THE NUNAVIK MARINE REGION PORTION OF THE OVERLAP AREA**

In the event of a discrepancy between the descriptions of this Schedule and the illustrative map of Schedule 29-1a, this Schedule shall prevail.

The Nunavik Marine Region portion of the Overlap Area (the NMR Portion as illustrated on Schedule 29-1a), includes all the Nunavut marine area, islands, lands and waters bounded within the following:

1. Commencing at the Jurisdictional Boundary of the Province of Newfoundland and Labrador and the Province of Québec on the southern shore of McLelan Strait;
2. Thence westerly and southerly along the boundary of Quebec to the intersection of  $66^{\circ}21'40''$ W longitude at Cap Naujaat, at approximate  $58^{\circ}51'10''$ N latitude;
3. Thence northerly, following the geodesic line, to a point offshore northeast of Sallijukak Islet and northwest of Beacon Island at the intersection of  $59^{\circ}00'30''$ N latitude and  $66^{\circ}21'45''$ W longitude;
4. Thence northeasterly, following the geodesic line, to a point at the intersection of  $59^{\circ}10'20''$ N latitude and  $66^{\circ}14'05''$ W longitude;
5. Thence northerly, following the geodesic line, to a point at the intersection of  $59^{\circ}17'45''$ N latitude and  $66^{\circ}13'40''$ W longitude;
6. Thence northeasterly, following the geodesic line, to a point at the intersection of  $59^{\circ}25'30''$ N latitude and  $66^{\circ}04'45''$ W longitude;
7. Thence northeasterly, following the geodesic line, to a point at the intersection of  $59^{\circ}29'15''$ N latitude and  $65^{\circ}58'20''$ W longitude;
8. Thence northeasterly, following the geodesic line, to a point at the intersection of  $59^{\circ}34'55''$ N latitude and  $65^{\circ}54'30''$ W longitude;
9. Thence northwesterly, following the geodesic line, to a point at the intersection of  $59^{\circ}44'50''$ N latitude and  $65^{\circ}57'10''$ W longitude;

**Nunavik Inuit Land Claims**  
**Agreement**

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10. Thence northeasterly, following the geodesic line, to a point at the intersection of 59°49'05"N latitude and 65°53'25"W longitude;
11. Thence northeasterly, following the geodesic line, to a point at the intersection of 60°05'50"N latitude and 65°29'45"W longitude;
12. Thence northeasterly, following the geodesic line, to a point at the intersection of 60°24'30"N latitude and 65°13'55"W longitude;
13. Thence northerly, following the geodesic line, to a point at the intersection of 60°34'10"N latitude and 65°11'45"W longitude;
14. Thence northeasterly, following the geodesic line, to a point northwest of the Button Islands at the intersection of 60°45'00"N latitude and 64°57'45"W longitude;
15. Thence east along 60°45'00"N latitude to the intersection of 64°24'W longitude, northeast of the Button Islands, being a point coincident with the Labrador Inuit Settlement Area, as defined in the Land Claims Agreement Between the Inuit of Labrador and Her Majesty the Queen In Right Of Newfoundland and Labrador and Her Majesty The Queen In Right Of Canada;

Thence southerly and southwesterly, coincident with the Labrador Inuit Settlement Area, to the point of commencement.

For greater certainty, all coordinates are in reference to the North American Datum 1983 (NAD 83).

**Nunavik Inuit Land Claims**  
**Agreement**

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