

## ARTICLE 28

### RECIPROCAL ARRANGEMENTS BETWEEN THE NUNAVIK INUIT AND THE CREES OF EYYOU ISTCHEE

- 28.1 *A Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit* (Cree/Inuit Offshore Overlap Agreement) is appended as Schedule 28-1 to this Article.
- 28.2 Government shall not be bound by the Preamble or Part 8 of the Cree/Inuit Offshore Overlap Agreement nor shall the incorporation of the Cree/Inuit Offshore Overlap Agreement in this Agreement be construed as recognition by Government of aboriginal rights in the overlap area.
- 28.3 For greater certainty the definitions in Part 3 of the Cree/Inuit Offshore Overlap Agreement shall apply only to the Cree/Inuit Offshore Overlapping Interests Area.
- 28.4 Notwithstanding any other provision of this Agreement, but subject to sections 28.2 and 28.3, the provisions set out in the Cree/Inuit Offshore Overlap Agreement shall form part of this Agreement, shall be given effect by Government upon the effective date of this Agreement or of the Crees of Eeyou Istchee Final Agreement as defined in section 3.1 of the Cree/Inuit Offshore Overlap Agreement (whichever comes first), and shall prevail over the provisions of this Agreement to the extent of any inconsistency or conflict.
- 28.5 In the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, the Grand Council of the Crees (Eeyou Istchee) on behalf of the Crees of Eeyou Istchee, shall nominate or appoint, as the case may be, to the Nunavik Marine Region Planning Commission (NMRPC), the Nunavik Marine Region Wildlife Board (NMRWB) and Nunavik Marine Region Impact Review Board (NMRIRB), respectively:
- (a) members equal to one-half of those appointed or nominated thereto by the Nunavik Inuit insofar as an even number of members have been originally nominated or appointed thereto by the Nunavik Inuit or, as the case may be;
  - (b) members in equal numbers to those appointed or nominated thereto by the Nunavik Inuit insofar as an uneven number of members have been originally nominated or appointed thereto by the Nunavik Inuit;
- which members shall be nominated or appointed in the same manner as members appointed or nominated by the Nunavik Inuit.
- 28.6 Any members appointed under the circumstances described in paragraph 28.5(a) shall, for the period after the effective date of this Agreement but before the Crees of Eeyou Istchee

Final Agreement comes into force, replace an equal number of members appointed or nominated by the Nunavik Inuit for decisions or recommendations of the concerned body that apply or affect the joint Zone, but shall not otherwise be considered to be or act as a

member of those bodies. For the period after the effective date of this Agreement but before the Crees of Eeyou Istchee Final Agreement comes into force, any members appointed under the circumstances described in paragraph 28.5(b), shall be entitled to participate in and shall hold one-half of a vote for decisions or recommendations of the concerned body that apply or affect the Joint Zone but shall not otherwise be considered to be or act as a member of those bodies, and those appointed or nominated thereto by the Nunavik Inuit shall also hold one-half of a vote for decisions or recommendations of the concerned body that apply to or affect the Joint Zone.

- 28.7 The jurisdictions of the NMRPC, NMRWB, and the NMRIRB shall not be exercised in the Cree Zone, the whole in accordance with section 7.1 of the Cree/Inuit Offshore Overlap Agreement.
- 28.8 In order to facilitate the efficiency and effectiveness of operation of the management regimes in the Joint Zone, the words “shall apply jointly and equally” in section 7.5 of the Cree/Inuit Offshore Overlap Agreement shall mean that those regimes set out in this Agreement and the Crees of Eeyou Istchee Final Agreement :
- (a) shall be given equal weight and authority in the Joint Zone;
  - (b) the bodies created pursuant to the management regimes provided under either the Crees of Eeyou Istchee Final Agreement or this Agreement shall sit together when making decisions or recommendations concerning the Joint Zone and render the same recommendations or decisions concerning the Joint Zone; and
  - (c) where the time requirements regarding decisions or recommendations for the application in the joint Zone of a management regime by the bodies provided for in the concerned regime differ between this Agreement and the Crees of Eeyou Istchee Final Agreement, the longest time requirement period shall apply.
- 28.9 An arbitration decision made pursuant to section 8.6 of the Cree/Inuit Offshore Overlap Agreement only binds the parties to the arbitration.
- 28.10 While the parties to the Cree/Inuit Offshore Overlap Agreement may amend that agreement pursuant to its amendment provisions, no such amendment shall be effective to change Schedule 28-1 without the consent of Government.
- 28.11 The provisions of Article 28 may not be amended without the written agreement of the Crees of Eeyou Istchee as represented by the Grand Council of the Crees (Eeyou Istchee).

- 28.12 The incorporation of the Cree/Inuit Offshore Overlap Agreement in this Agreement does not create any obligation on the Crees of Eeyou Istchee or on Government to conclude any further agreement.
- 28.13 Article 27 is contemplated by and is subject to the provisions of section 1.6 of the Cree/Inuit Offshore Overlap Agreement.

**SCHEDULE 28-1**

**A CONSOLIDATED AGREEMENT RELATING TO THE**  
**CREE/INUIT OFFSHORE**  
**OVERLAPPING INTERESTS AREA**  
**BETWEEN**  
**THE CREES OF EEYOU ISTCHEE**  
**AND**  
**THE NUNAVIK INUIT**