

## **ARTICLE 22**

### **MAKIVIK DESIGNATED ORGANIZATIONS (MDOs)**

- 22.1 Nunavik Inuit shall maintain Makivik and ensure it operates with accountability to, and democratic control by, Nunavik Inuit.
- 22.2 Makivik may, on such terms and conditions as it deems appropriate, designate a MDO as responsible for any power, function, duty or authority of a MDO under this Agreement where that MDO has the capability to undertake that power, function or authority.
- 22.3 Makivik may revoke a designation under section 22.2 at any time.
- 22.4 Makivik shall provide written notice to Government as soon as reasonably possible of any designation under section 22.2 and any revocation under section 22.3.
- 22.5 Makivik shall be responsible for a power, function, duty or authority of a MDO under this Agreement if a designation in respect of that power, function, duty or authority either has not been made under section 22.2 or has been revoked under section 22.3.
- 22.6 Makivik shall establish and keep up to date at its head office a public record of all MDOs designated under section 22.2 which record shall specify the powers, functions, duties or authorities under this Agreement for which each one has been designated.
- 22.7 Every MDO designated under section 22.2 shall be constituted and operate with accountability to, and democratic control by, Nunavik Inuit.
- 22.8 Makivik and every MDO designated under section 22.2 shall be subject to laws of general application except as otherwise provided for in this Agreement.
- 22.9 In addition to any power, function, duty or authority for which a MDO is designated under section 22.2, the MDO may exercise any other powers, functions, duties or authorities granted to it by some other means.
- 22.10 Government is not liable to Nunavik Inuit for any damage or loss suffered by Nunavik Inuit as a consequence of any act or omission of or by Makivik or a MDO in exercising or failing to exercise a power, function, duty or authority acquired under this Agreement.
- 22.11 Without limiting the rights of a Nunavik Inuk in relation to Makivik or a MDO, every power, function, duty or authority exercised by Makivik or a MDO under this Agreement shall be deemed to be exercised on behalf of and for the benefit of Nunavik Inuit.
- 22.12 Nunavik Inuit shall not be liable as principal of Makivik or a MDO in respect of any power, function, duty or authority exercised by it under this Agreement

solely because that power, function, duty or authority is deemed to be exercised on behalf of and for the benefit of Nunavik Inuit.