

ARTICLE 5

WILDLIFE

PART 5.1: GENERAL

Definitions

5.1.1 In this Article:

“adjusted basic needs level” means the level of harvesting by Nunavik Inuit identified in sections 5.2.15 to 5.2.18;

“basic needs level” means the level of harvesting by Nunavik Inuit identified in sections 5.2.12 to 5.2.14;

“Hudson Bay Zone” means those areas of James Bay and Hudson Bay that are not part of the NMR or another land claims settlement area;

“international agreement” means a wildlife agreement between the Government of Canada and one or more foreign states or associations of foreign states;

“Local Nunavimmi Umajulivijit Katujiqatigininga” or **“LNUK”** means a local hunters, fishermen and trappers association described in Part 5.7;

“mariculture” means the culture, propagation, keeping in captivity or husbandry of wildlife of the marine environment;

“non-quota limitation” means a limitation of any kind, except a total allowable take, and may include a limitation on season of harvest, sex of wildlife, size of wildlife, age of wildlife or method of harvest;

“Northern Davis Strait Zone” means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying north of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0A, and that is not part of the Nunavut Settlement Area;

“Nunavik Inuit guide” means, for the purposes of Part 5.3, a Nunavik Inuk harvester approved by the RNUK or LNUK.

“Regional Nunavimmi Umajulivijit Katujiqatigininga” or **“RNUK”** means the regional hunters, fishermen and trapping association described in Part 5.7;

“Southern Davis Strait Zone” means the area that is defined in Annex 111 of the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries* that was ratified by Canada on November 30, 1978 and came into force on January 1, 1979, as that portion of NAFO Sub-area 0 lying south of the parallel of 66 Degrees 15' north latitude, commonly known as NAFO Division 0B, and that is not part of the Nunavut Settlement Area; and

“total allowable take” for a species, stock or population means an amount of wildlife able to be lawfully harvested as established by the NMRWB pursuant to sections 5.2.10 and 5.2.11.

Principles

5.1.2 This Article recognizes and reflects the following principles:

- (a) Nunavik Inuit have traditionally used and occupied the NMR and continue to do so;
- (b) from Nunavik Inuit traditional use and occupancy flow certain legal interests with respect to wildlife which Nunavik Inuit enjoy throughout the NMR;
- (c) Nunavik Inuit are traditional and current users of wildlife and other resources of the NMR and have developed particular knowledge and understanding of the region and resources;
- (d) the Nunavik Inuit population is steadily increasing;
- (e) a long-term, healthy, renewable resource economy is both viable and desirable;
- (f) there is a need for an effective system of wildlife management that respects Nunavik Inuit harvesting rights and priorities;
- (g) there is a need for systems of wildlife management that provide optimum protection to the renewable resource economy;
- (h) the wildlife management system and the exercise of Nunavik Inuit harvesting rights are governed by and subject to the principles of conservation;
- (i) Nunavik Inuit shall have an effective role in all aspects of wildlife management; and
- (j) Government has ultimate responsibility for wildlife management and agrees to exercise this responsibility in the NMR in accordance with the provisions of this Article.

Objective

5.1.3 The objective of this Article is to create a wildlife management system for the NMR that:

- (a) defines and protects Nunavik Inuit harvesting rights;
- (b) is governed by and implements the principles of conservation;
- (c) reflects levels, patterns and the character of Nunavik Inuit harvesting;
- (d) promotes the long-term economic, social and cultural interests of Nunavik Inuit;
- (e) provides for harvesting and continued access by persons other than Nunavik Inuit;
- (f) recognizes the value of Nunavik Inuit approaches to wildlife management and Nunavik Inuit knowledge of wildlife and wildlife habitat and integrates those approaches with knowledge gained through scientific research;
- (g) integrates the management of all wildlife species and wildlife habitat within a comprehensive management system;
- (h) provides for public participation and promotes public confidence in wildlife management, particularly amongst Nunavik Inuit;
- (i) establishes the NMRWB to make decisions pertaining to wildlife management; and
- (j) provides for effective coordination with other institutions responsible for the management of wildlife migrating between the NMR and other areas.

Principles of Conservation

5.1.4 The principles of conservation will be interpreted and applied giving full regard to the principles and objective outlined in sections 5.1.2 and 5.1.3 and the rights and obligations set out in this Article.

5.1.5 For the purposes of this Article the principles of conservation are:

- (a) the maintenance of the natural balance of ecological systems within the NMR;
- (b) the maintenance of vital, healthy wildlife populations capable of sustaining harvesting needs as defined in this Article;

- (c) the protection of wildlife habitat; and
- (d) the restoration and revitalization of depleted populations of wildlife and wildlife habitat.

Application

- 5.1.6 For greater certainty, none of the rights in this Article other than those in Part 5.4 apply in respect of wildlife harvested outside the NMR.
- 5.1.7 Provisions of this Article shall be interpreted in a manner consistent with Article 29.

PART 5.2: ESTABLISHMENT OF NUNAVIK MARINE REGION WILDLIFE BOARD

Membership

- 5.2.1 There shall be established on the effective date of this Agreement an institution of public government to be known as the Nunavik Marine Region Wildlife Board (NMRWB) consisting of seven (7) members to be appointed as follows:
 - (a) Makivik shall appoint three (3) members;
 - (b) the federal Minister responsible for fish and marine mammals and the federal Minister responsible for the Canadian Wildlife Service shall each appoint one (1) member;
 - (c) the Government of Nunavut Minister responsible for wildlife shall appoint one (1) member; and
 - (d) from nominations provided by the members referred to in paragraphs (a), (b) and (c) above, the federal Minister responsible for fish and marine mammals, in consultation with the federal Minister responsible for the Canadian Wildlife Service and jointly with the Government of Nunavut Minister responsible for wildlife, shall appoint a chairperson. For greater certainty, any nominations of the above mentioned members for chairperson shall be decided by consensus of those members, failing which, the nominations shall be decided by a majority of votes cast.
- 5.2.2 Makivik and Government shall have the right to have technical advisors attend all meetings as non-voting observers.

Mandate of the NMRWB

- 5.2.3 The NMRWB shall be the main instrument of wildlife management in the NMR and the main regulator of access to wildlife and have the primary responsibility in relation

thereto in the manner described in this Agreement. Accordingly, the NMRWB shall perform the following functions:

- (a) establishing, modifying or removing levels of total allowable take for a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with sections 5.2.10 and 5.2.11;
- (b) ascertaining the basic needs level for a species, stock or population of wildlife other than anadromous fish spawning in Québec, in accordance with sections 5.2.12 to 5.2.14;
- (c) adjusting the basic needs level for a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with sections 5.2.15 to 5.2.18;
- (d) allocating from the total allowable take opportunities to harvest a species, stock or population of wildlife other than anadromous fish spawning in Québec in accordance with section 5.3.13;
- (e) establishing, modifying or removing non-quota limitations in accordance with sections 5.2.19 to 5.2.22;
- (f) participating in research in accordance with subsection 5.2.7.1 and section 5.2.8;
- (g) determining sufficiency of information and identifying and undertaking measures necessary to obtain the information to enable the NMRWB to establish the basic needs levels in accordance with section 5.2.14;
- (h) cooperating with other wildlife management institutions which deal with species that are harvested in the NMR and migrate outside the NMR;
- (i) setting any trophy fees on wildlife harvested in the NMR;
- (j) providing advice to any other management institutions as requested on all matters relating to management, conservation, protection and regulation of wildlife and wildlife habitat; and
- (k) any other function the NMRWB is required to perform by this Agreement and not specifically referred to in this section.

5.2.4 In addition to its primary functions outlined in section 5.2.3, the NMRWB shall in its discretion perform the following functions related to management and protection of wildlife and wildlife habitat:

- (a) except for national parks, national park reserves and national marine parks, approve the establishment, disestablishment, and changes to boundaries of protected areas and Marine Protected Areas, related to management and protection of wildlife and wildlife habitat;
- (b) identify wildlife management zones and areas of high biological productivity and provide recommendations to the Nunavik Marine Region Planning Commission with respect to planning in those areas;
- (c) approve plans for management and protection of particular wildlife habitats including areas within protected areas;
- (d) approve plans for:
 - (i) management, classification, protection, restocking or propagation, cultivation or husbandry of particular wildlife, including endangered species;
 - (ii) the regulation of imported non-indigenous species and the management of transplanted wildlife populations;
- (e) provide advice to departments, the Nunavik Marine Region Impact Review Board and other concerned agencies and appropriate persons regarding mitigation measures and compensation to be required from commercial and industrial developers which cause damage to wildlife habitat;
- (f) approve designation of rare, threatened and endangered species;
- (g) provide advice as to requirements for the promotion of wildlife education, information and training of Nunavik Inuit for wildlife management; and
- (h) any other functions assigned to it by this Agreement.

5.2.5 The NMRWB may perform other activities relating to the management of wildlife in the NMR and to the regulation of access to wildlife in the NMR as agreed by the NMRWB, Government and Makivik.

5.2.6 While habitat management and protection is an integral function of wildlife management, and as such is commensurate with the NMRWB's responsibilities for wildlife matters, primary responsibility for the management of lands, including flora, shall be exercised by the appropriate institutions of public government.

Research

5.2.7.1 There is a need for an effective system of wildlife management, and to be effective, the system of management requires an efficient, coordinated research effort. The NMRWB, in fulfilling its management functions, requires an informed and effective role in wildlife research and its direction. The ability and right of the Government of Canada and the Government of Nunavut to continue their own research functions shall not be prejudiced by this subsection. Accordingly, the NMRWB shall:

- (a) identify research requirements and deficiencies pertinent to wildlife management and the rational utilization of wildlife resources, and promote and encourage on an ongoing basis, research aimed at meeting requirements and overcoming deficiencies;
- (b) identify relevant persons and agencies to undertake wildlife research;
- (c) review research proposals and applications and, where appropriate, recommend on the acceptance or rejection of such proposals to the appropriate government agency;
- (d) collect, classify, and disseminate wildlife statistics and information and maintain a data base adequate for such purposes; and
- (e) carry out all other research functions consistent with its responsibilities.

5.2.7.2 To assist the NMRWB in carrying out its research functions pursuant to this section, Canada shall provide the NMRWB on the effective date a payment of \$5 Million.

5.2.8 Further to its responsibilities in sub-section 5.2.7.1, the NMRWB shall:

- (a) establish and maintain an open file system for all raw and interpreted data and information regardless of its source;
- (b) promote and encourage training for Nunavik Inuit in the various fields of wildlife research and management;
- (c) promote and encourage the employment of Nunavik Inuit and the use of Nunavik Inuit organizations in research and technical positions made available through government and private sector research contracts; and
- (d) prior to the carrying out of research, communicate, consult and cooperate with residents of Nunavik and MDOs likely to be affected.

Proper Identification

5.2.9 The NMRWB shall determine the documentation required as proper identification for the purposes of section 5.3.18. Such documentation must be acceptable to Government.

Total Allowable Take

5.2.10 Subject to the terms of this Article and except for anadromous fish spawning in Québec, the NMRWB shall have sole authority to establish or modify or remove from time to time as circumstances require levels of total allowable take or harvesting for all species in the NMR.

5.2.11 The total allowable take will be expressed by the NMRWB for a species, stock or population by any method that the NMRWB considers appropriate.

Basic Needs Level

5.2.12 Where a total allowable take has been determined by the NMRWB in accordance with sections 5.2.10 and 5.2.11, the NMRWB shall establish a basic needs level in accordance with this Part.

5.2.13 The basic needs level shall reflect the following needs:

- (a) consumption or use by Nunavik Inuit; and
- (b) marketing or trade by Nunavik Inuit for consumption or use in Nunavik.

5.2.14 A basic needs level can be based, when the NMRWB considers it appropriate, on existing information. For a species, stock or population where the NMRWB determines that insufficient information exists to enable it to establish the basic needs level, the NMRWB in conjunction with the RNUK and LNUKs shall identify and undertake the measures necessary to obtain the information required to enable the NMRWB to effectively establish the basic needs level.

Adjusted Basic Needs Level

5.2.15 The NMRWB shall periodically review the basic needs level for each species, stock or population and determine whether an additional allocation is required to meet any or all of increased needs for:

- (a) consumption or use by Nunavik Inuit; and
- (b) marketing or trade by Nunavik Inuit for consumption or use in Nunavik.

- 5.2.16 In reaching its decision, the NMRWB shall take into consideration the following factors:
- (a) population growth and demographic change on a community and regional basis, including the establishment of new communities;
 - (b) changing patterns of consumption and other uses including adjustments for marketing and trade in Nunavik;
 - (c) the nutritional and cultural importance of wildlife to Nunavik Inuit;
 - (d) variations in availability of and accessibility to species other than the species under consideration; and
 - (e) current use of wildlife for personal consumption by other residents of Nunavik in light of their length of residency.

5.2.17 The adjusted basic needs level may expand up to the entire total allowable take. In any year the adjusted basic needs level may float upward or downward, but shall never fall below the basic needs level.

5.2.18 The NMRWB shall conduct its review for various species, stocks or populations from time to time as requested by the appropriate Minister, by the RNUK or a LNUK or by a member of the NMRWB.

Non-quota Limitations

5.2.19 Subject to the terms of this Article, the NMRWB shall have sole authority to establish, modify or remove, from time to time and as circumstances require, non-quota limitations on harvesting in the NMR.

5.2.20 The NMRWB may distinguish between Nunavik Inuit harvesters and other harvesters in establishing, modifying or removing non-quota limitations, but non-quota limitations for Nunavik Inuit harvesters shall not be more severe than non quota limitations for other harvesters.

5.2.21 Non-quota limitations established on Nunavik Inuit shall not unduly or unreasonably constrain their harvesting activities.

5.2.22 Non-quota limitations on harvesting in force on the effective date of ratification of this Agreement shall be deemed to have been established by the NMRWB and shall remain in effect until removed or otherwise modified by the NMRWB in accordance with this section.

PART 5.3: HARVESTING

Nunavik Inuit Rights to Harvest

- 5.3.1 Subject to the terms of this Article and except for anadromous fish spawning in Québec, where a total allowable take for a species, stock or population of wildlife has not been established, a Nunavik Inuk shall have the right to harvest that species, stock or population in the NMR up to the full level of his or her economic, social, and cultural needs.
- 5.3.2 For the purpose of section 5.3.1, full level of needs means full level of harvest.
- 5.3.3 Where a total allowable take for a species, stock or population of wildlife has been established by the NMRWB pursuant to sections 5.2.10 and 5.2.11 a Nunavik Inuk shall have the right to harvest that species in accordance with the terms of this Article.
- 5.3.4 Except for anadromous fish spawning in Québec, any restriction or quota on the amount of wildlife that may be harvested that is in force immediately prior to the effective date of this Agreement shall be deemed to have been established by the NMRWB, and shall remain in effect until removed or otherwise modified by the NMRWB in accordance with this Article.
- 5.3.5 Any restriction or quota on the amount of anadromous fish spawning in Québec that may be harvested that is in force immediately prior to the effective date of this Agreement shall remain in effect until removed or otherwise modified by the responsible authority.
- 5.3.6 Subject to the terms of this Article, where under the *James Bay and Northern Québec Agreement*, Nunavik Inuit have been allocated a quota or amount of anadromous fish spawning in Québec that may be taken by them in Québec, all or part of that quota or amount may be harvested by Nunavik Inuit in the NMR.

Presumption as to Needs

- 5.3.7 Subject to section 5.3.8, the NMRWB shall presume as a matter of fact and without further evidence that Nunavik Inuit need the total allowable take established by the NMRWB of:

- (a) all scallops and mussels;
 - (b) all beluga whales;
 - (c) all polar bears; and
 - (d) eiderdown from eider duck nests.
- 5.3.8 Except where unpredicted and extensive growth of a wildlife population dictates otherwise, the NMRWB shall not examine a presumption set out in section 5.3.7 for the purpose of rebuttal until 20 years after the effective date of this Agreement. The NMRWB may examine a presumption for the purpose of rebuttal after 20 years has expired and at intervals thereafter of not less than five (5) years.
- 5.3.9 The NMRWB shall not be under any obligation pursuant to section 5.3.8 to examine a presumption for the purpose of rebuttal unless requested to do so by the appropriate Minister or by the RNUK or a LNUK.
- 5.3.10 In assessing the economic, social and cultural needs of Nunavik Inuit, the NMRWB shall consider:
- (a) actual levels of harvest;
 - (b) availability of and accessibility to wildlife; and
 - (c) the general economic, social and cultural conditions and circumstances of Nunavik Inuit.
- 5.3.11 In examining a presumption for the purpose of rebuttal, the NMRWB shall treat each discrete population of wildlife on a case-by-case basis.
- 5.3.12 Presumptions as to need shall not be implemented so as, in themselves, to prevent government wildlife officers and researchers from harvesting wildlife for purposes of research or of predator or disease control, as approved by the NMRWB.

Allocation of Total Allowable Take

- 5.3.13.1 Where a total allowable take has been established pursuant to sections 5.2.10 and 5.2.11 the total allowable take and the allocation shall be allocated in the following order of priorities:
- (a) an amount to provide for the basic needs level or the adjusted basic needs level as the case may be;

- (b) an amount to provide for personal consumption by residents of Nunavik other than Nunavik Inuit and any Inuit visiting the NMR;
- (c) an amount to provide for the continuation of lawfully authorized commercial operations, including commercial fisheries existing at the date effective of this Agreement;
- (d) an amount to provide for the establishment of economic ventures sponsored by MDOs including commercial harvesting, domestication and animal husbandry, propagation, aquaculture and mariculture; and
- (e) an amount to provide for commercial, recreational, or other uses, considering the various demands on the resource and the benefits that may accrue to the local economy of Nunavik or Nunavut.

5.3.13.2 Any ongoing exploratory, experimental or test fisheries in the NMR, other than Nunavik Inuit fisheries, will cease at the end of the fiscal year this Agreement takes effect.

5.3.14 Where the total allowable take is equal to or less than the basic needs level or the adjusted basic needs level as the case may be, Nunavik Inuit shall have the right to harvest the entire total allowable take.

Commercial Operations

5.3.15 A MDO shall have the right of first refusal to establish and operate any new commercial operation excluding commercial fisheries in the NMR involving:

- (a) non-consumptive uses of wildlife within the NMR;
- (b) recreational fishing and other consumptive uses of wildlife within the NMR; and
- (c) marketing and processing of all wildlife, wildlife parts and wildlife products within the NMR.

Applicable Conditions

5.3.16 All harvesting activities pursuant to commercial fishing licenses or similar authorizations shall be subject to laws of general application.

Existing Commercial Fishing Licenses

5.3.17 For greater certainty, but subject to subsections 5.3.13.1 and 5.3.13.2, nothing in this Part prevents the Minister from continuing to issue commercial fishing licenses that were eligible for issuance on the effective date of this Agreement to whomever the Minister chooses.

Licensing

5.3.18 Subject to the terms of this Article, a Nunavik Inuk with proper identification as determined by the NMRWB in accordance with section 5.2.9 may harvest up to his or her basic needs level or adjusted basic needs level as the case may be without any form of license or permit and without imposition of any form of fee.

5.3.19 Nunavik Inuit may be required to obtain a license from the responsible management agency for the harvest of those species of cetaceans not regularly harvested during the 12 months preceding October 25, 2002. Such licenses shall not be unreasonably withheld or subject to an unreasonable fee.

5.3.20 Where any commercial operation approved in accordance with this Article and undertaken by Nunavik Inuit in the NMR requires a license under laws of general application, said license shall be issued forthwith by the appropriate Minister and at a fair fee.

Disposition of Harvest

5.3.21.1 Subject to subsections 5.3.21.2 and 5.3.21.3, Nunavik Inuit shall have the right to dispose freely, sell, barter, trade, exchange, buy, possess and give to Nunavik Inuit, other Canadian Inuit and other beneficiaries of the *James Bay and Northern Québec Agreement* either inside or outside the NMR, for personal consumption, any wildlife lawfully harvested.

5.3.21.2 Nunavik Inuit may be required by the appropriate government agency to obtain a permit to transport wildlife outside the NMR. If such permit is required, the federal or territorial government agency shall issue the permit upon demand, unless it has good cause for refusing, the permit, and the permit may contain terms and conditions as established by laws of general application. Any fees for such permit shall be waived.

5.3.21.3 The right to dispose in subsection 5.3.21.1 is subject to laws of general application regarding the sale or offer for sale of any migratory birds, migratory bird eggs, or parts thereof.

5.3.21.4 Any disposition of harvest other than a disposition described in subsection 5.3.21.1 is subject to laws of general application.

Assignment

- 5.3.22.1 The RNUK may assign any part, other than the whole, of the Basic Needs Level or Adjusted Basic Needs Levels for the purpose of sport harvesting to any non-Nunavik Inuit qualified to harvest under laws of general application. For greater certainty, a Nunavik Inuk may not assign a right to harvest.
- 5.3.22.2 Notwithstanding sub-section 5.3.22.1 and subject to paragraph 5.7.2(f), a Nunavik Inuk may assign a right to harvest to his or her spouse or person cohabiting as his or her spouse.
- 5.3.22.3 Subject to paragraph 5.7.2(f), the assignor under sub-section 5.3.22.2 may establish terms and conditions for any assignment pursuant to sub-section 5.3.22.2, including, but not limited to, the requirement for an assignee to use Nunavik Inuit guides approved by an LNUK.
- 5.3.22.4 The RNUK may establish terms and conditions for any assignment pursuant to sub-section 5.3.22.1 including, but not limited to, the requirement for an assignee to use Nunavik Inuit guides approved by the RNUK or LNUK.
- 5.3.22.5 No assignment pursuant to sub-section 5.3.22.1 shall be for a term, including any option for renewal, exceeding three (3) years. Any assignment for a term exceeding three (3) years shall be null and void.
- 5.3.22.6 No assignment pursuant to sub-section 5.3.22.2 shall be for a term, including any option for renewal, exceeding one (1) year. Any assignment for a term exceeding one (1) year shall be null and void.
- 5.3.22.7 Notwithstanding anything in sub-sections 5.3.22.1 and 5.3.22.4,
- a) any future Basic Needs Level or Adjusted Basic Needs Level for migratory birds and their eggs between March 10 and September 1 in any given year;
 - b) the harvest authorized by Article II, Section 4 (a) of the Protocol Amending 1916 *Migratory Birds Convention Act*, 1994, c-22, M-7.01;
- shall not be assignable to persons mentioned in paragraph 5.3.22.1, unless permitted by laws of general application.
- 5.3.22.8 Any assignments pursuant to section 5.3.22 shall be in writing.

Methods of Harvesting

- 5.3.23 A Nunavik Inuk may employ any type, method or technology to harvest pursuant to the terms of this Article that does not:
- (a) conflict with a non-quota limitation on type, method or technology of harvest established by the NMRWB under sections 5.2.19 to 5.2.22;
 - (b) conflict with laws of general application regarding humane killing of wildlife, public safety and firearms control; or
 - (c) result in harmful alteration to the environment.

Provision of Information

- 5.3.24 Notwithstanding anything else in this Agreement, a Nunavik Inuk may be obliged by the appropriate agency of Government to supply any information regarding harvesting activities or harvesting-related activities that laws of general application would require harvesters other than Nunavik Inuit to supply in comparable circumstances.

Enforcement

- 5.3.25 Any penalties imposed on Nunavik Inuit with respect to harvesting in a manner contrary to this Agreement shall, as a general principle, be just and equitable, and shall not be more severe than those applicable to harvesters other than Nunavik Inuit in comparable situations.

Right of Access by Nunavik Inuit

- 5.3.26 Except as otherwise set out in this Agreement, all Nunavik Inuit shall have free and unrestricted access throughout the NMR for the purpose of harvesting.

- 5.3.27 The right of access granted or acknowledged by section 5.3.26 is subject to:
- (a) laws of general application enacted for the purpose of public safety;
 - (b) any restrictions established by the NMRWB for the purpose of conservation;
 - (c) in the case of protected areas, any bilateral agreement between Nunavik Inuit affected and the management agency of such protected area;
 - (d) any land use activity otherwise not in conflict with this Agreement to the extent that the right of access is incompatible with that land use activity and for only as long as is necessary to permit that land use to be exercised; and

- (e) non-quota limitations on type, method or technology of harvest established for a Marine Protected Area.

5.3.28 In the event that a Nunavik Inuk or a MDO disagrees with any interested party as to the incompatibility of harvesting activities with land use pursuant to paragraph 5.3.27(d), the matter shall be resolved in accordance with Article 24.

5.3.29 In the case of an inconsistency or conflict between measures taken pursuant to paragraphs 5.3.27 (b) and 5.3.27 (c), those measures taken under paragraph 5.3.27 (c) shall prevail to the extent of such inconsistency or conflict.

Areas Not Subject to Right of Access

5.3.30.1 The right of access granted or acknowledged by section 5.3.26 shall not extend to:

- (a) lands that are dedicated to military or national security purposes or being temporarily used for such purposes under the *National Defence Act*;
- (b) lands, other than Nunavik Inuit Lands, that are:
 - (i) owned in fee simple at the effective date of this Agreement;
 - (ii) granted in fee simple after the effective date of this Agreement, where such parcel of land is less than 1.6 square kilometre;
 - (iii) subject to an agreement for sale at the effective date of this Agreement, or
- (c) any place, other than Nunavik Inuit Lands, that is within a radius of 1.6 kilometre of any building, structure or other facility on lands under a surface lease, an agreement for sale or owned in fee simple.

5.3.30.2 Except for the trapping of fur bearing animals, there shall be no commercial harvesting in national parks, and national park reserves unless otherwise authorized by laws of general application.

5.3.30.3 The right of access set out in section 5.3.26 is subject to limitations established for a Marine Protected Area provided that any such limitation shall limit harvesting for the basic needs level and the adjusted basic needs level only to the extent necessary to effect a conservation purpose in accordance with sections 5.1.4 and 5.1.5.

Rights of Navigation

5.3.31 The right of access granted or acknowledged by section 5.3.26 shall not impede the exercise of the rights of navigation.

Emergency Kills

5.3.32 Notwithstanding anything else in this Agreement, a person may kill wildlife if it is necessary to preserve a human life or to protect that person's property.

5.3.33 Notwithstanding anything else in this Agreement, a person may kill and consume wildlife where it is necessary to prevent starvation.

5.3.34 Sections 5.3.32 and 5.3.33 shall not be construed as providing lawful excuse under any law of general application to a person who kills wildlife as a result of his or her mismanagement.

5.3.35 A person who kills wildlife under sections 5.3.32 or 5.3.33 shall dispose of valuable parts of the wildlife to the concerned LNUK and shall provide notice to the NMRWB.

**PART 5.4: WILDLIFE MANAGEMENT AND HARVESTING IN MARINE AREAS
BEYOND THE NUNAVIK MARINE REGION**

5.4.1 Government shall maintain a structure or structures to promote coordinated management for migratory marine species in Southern and Northern Davis Strait and Hudson Bay Zones and adjacent areas.

5.4.2 The NMRWB shall appoint appropriate representation from Nunavik to the structure or structures referred to in section 5.4.1.

5.4.3 A structure or structures referred to in section 5.4.1 shall not diminish the decision-making role of the NMRWB within the NMR.

5.4.4 Government shall seek the advice of the NMRWB with respect to any wildlife management decisions in Southern and Northern Davis Strait and Hudson Bay Zones which would affect the substance and value of Nunavik Inuit harvesting rights and opportunities within the NMR. The NMRWB shall provide relevant information to Government that would assist in wildlife management in Southern and Northern Davis Strait and Hudson Bay Zones in adjacent areas.

5.4.5 Part 5.8 of this Article shall apply to any international or domestic interjurisdictional agreement relating to wildlife management applicable to Southern and Northern Davis Strait and Hudson Bay Zones.

5.4.6 The NMRWB may identify wildlife research requirements and deficiencies, review research proposals and applications, and where appropriate recommend acceptance or

rejection of such proposals or applications within Southern and Northern Davis Strait and Hudson Bay Zones and, in making any decisions which affects Southern Davis Strait and Hudson Bay Zones, Government shall consider such recommendations.

- 5.4.7 The commercial harvesting benefits provided to Nunavut Inuit by Government in the Southern and Northern Davis Strait Zones shall exceed the commercial harvesting benefits provided by Government to the Nunavik Inuit in those Zones.

Commercial Harvesting: Southern Davis Strait Zone

- 5.4.8 A portion of the total allowable catch of turbot established by the Minister for NAFO Division 0B in the calendar year in which this Agreement takes effect and in subsequent calendar years will be allocated to one (1) or more MDOs to harvest in the Southern Davis Strait Zone. The portion will include any turbot allocation for the Southern Davis Strait Zone provided to, or to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect. The portion in any calendar year will be determined for that year as follows:

- (a) 2.54% of that part of the total allowable catch established by the Minister for NAFO Division 0B equal to or less than 5,500 metric tonnes; and
- (b) 10% of that part of the total allowable catch established by the Minister for NAFO Division 0B in excess of 5,500 metric tonnes.

but, for greater certainty, nothing in paragraphs (a) and (b) prevents the Minister from providing to a MDO, or a MDO from acquiring, outside of this Agreement, any additional allocation of turbot in the Southern Davis Strait Zone.

- 5.4.9 For the purposes of section 5.4.8, where a turbot allocation has been provided to, or is to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect, Makivik and any such subsidiaries will be deemed to be a MDO as of the effective date of this Agreement.
- 5.4.10 The Minister will provide access to the portion of the total allowable catch of turbot referred to in section 5.4.8 through a fishing license issued to one (1) or more MDOs or by some other means.
- 5.4.11 Where, in any calendar year after the effective date of this Agreement, the Minister establishes a total allowable catch in NAFO Division 0B or the Southern Davis Strait Zone for a species of groundfish other than turbot, the Minister shall offer access to a MDO through a fishing license issued to the MDO or by some other means for 10% of the total allowable catch to harvest in the Southern Davis Strait Zone.
- 5.4.12 In any calendar year after the calendar year in which this Agreement takes effect, 7% of any increase in the total allowable catch for shrimp established by the Minister for

NAFO Division 0B will be allocated to one (1) or more MDOs to harvest in the Southern Davis Strait Zone. This amount will include any part of the increase provided to, or to be provided to, Makivik or any of its subsidiaries.

- 5.4.13 For the purposes of section 5.4.12, “increase” means, for any calendar year after the calendar year in which this Agreement takes effect, the amount by which the total allowable catch for shrimp established by the Minister in that calendar year for a specific area exceeds the total allowable catch for shrimp established by the Minister for that same area in the calendar year in which this Agreement takes effect.
- 5.4.14 For the purposes of section 5.4.12, where a shrimp allocation has been provided to, or is to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect, Makivik and any such subsidiaries will be deemed to be a MDO as of the effective date of this Agreement.

- 5.4.15 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.13 through a fishing license issued to one (1) or more MDOs or by some other means.

Commercial Harvesting: Northern Davis Strait Zone

- 5.4.16 In any calendar year after the calendar year in which this Agreement takes effect, 8.8% of any increase in the total allowable catch for shrimp established by the Minister for NAFO Division 0A will be allocated to one (1) or more MDOs to harvest in the Northern Davis Strait Zone. This amount will include any part of the increase provided to or to be provided to, Makivik or any of its subsidiaries.
- 5.4.17 For the purposes of section 5.4.16 “increase” means, for any calendar year after the calendar year in which this Agreement takes effect, the amount by which the total allowable catch for shrimp established by the Minister in that calendar year for a specific area exceeds the total allowable catch for shrimp established by the Minister for that same area in the calendar year in which this Agreement takes effect.
- 5.4.18 For the purposes of section 5.4.16, where a shrimp allocation has been provided to, or is to be provided to, Makivik or any of its subsidiaries in the calendar year in which this Agreement takes effect, Makivik and any such subsidiaries will be deemed to be a MDO as of the effective date of this Agreement.
- 5.4.19 The Minister will provide access to the portion of the total allowable catch of shrimp referred to in section 5.4.16 through a fishing license issued to one (1) or more MDOs or by some other means.

Commercial Harvesting: Hudson Bay Zone

- 5.4.20 Government recognizes the importance of the principles of adjacency and economic dependence of communities in Nunavik on marine resources, and shall give special consideration to these factors when allocating commercial fishing licenses within the Hudson Bay Zone. Adjacency means adjacent to or within a reasonable geographic distance of the Hudson Bay Zone. The principles will be applied in such a way as to promote a fair distribution of licenses between the residents of Nunavik and the other residents of Canada and in a manner consistent with Canada’s interjurisdictional obligations.

Marine Management

- 5.4.21 The NMRPC, the NMRIRB and the NMRWB may jointly, as a Nunavik Marine Region Council, or individually advise and make recommendations to other government agencies regarding marine areas outside of the NMR and Government shall consider such advice and recommendations in making decisions which affect marine areas outside of the NMR.

Interpretation

- 5.4.22 Part 5.4 shall be interpreted in a manner consistent with Canada's sovereignty, sovereign rights and jurisdiction, and with Canada's international obligations.

PART 5.5: DECISIONS

Judicial Review

- 5.5.1 Judicial review of a decision of the NMRWB shall be available on the grounds set out in s. 28 of the *Federal Court Act*, RSC 1985, c.F-7, at the motion of a person personally aggrieved or materially affected by the decision.
- 5.5.2 Except as provided for in section 5.5.1, no decision, order or direction of the NMRWB shall be questioned or reviewed in any court and no order shall be made or proceeding taken in any court whether by way of injunction, declaratory judgment, *certiorari*, *mandamus*, or prohibition or otherwise to question, review, prohibit or restrain the NMRWB or any of its proceedings.

Criteria for Decisions Restricting or Limiting Nunavik Inuit Harvesting by NMRWB and/or Minister

- 5.5.3 Decisions of the NMRWB or a Minister made in relation to Parts 5.2 and 5.3 shall restrict or limit Nunavik Inuit harvesting only to the extent necessary:
- (a) to effect a conservation purpose in accordance with sections 5.1.4 and 5.1.5;
 - (b) to give effect to the allocation system outlined in this Article, to other provisions of this Article and to Articles 27, 28 and 29; or
 - (c) to provide for public health or public safety.
- 5.5.4.1 Certain populations of wildlife found in the NMR cross jurisdictional boundaries and are harvested outside the NMR by persons resident elsewhere. Accordingly, the NMRWB and the Minister in exercising their responsibilities

in relation to section 5.2.3, paragraphs 5.2.4 (b), (c), (d), (f), (h), and sections 5.2.10 to 5.2.22, 5.3.8, 5.3.10 and 5.3.11 shall also take account of harvesting activities outside the NMR and the terms of domestic interjurisdictional agreements or international agreements pertaining to such wildlife.

- 5.5.4.2 In making decisions affecting protected areas, the NMRWB and the Minister shall also take into account the special purposes and policies relating to those areas.
- 5.5.5 Where a decision of the NMRWB is made in relation to a presumption as to needs or adjusted basic needs level, the Minister may reject or disallow that decision only if the Minister determines that the decision is not supported by or consistent with the evidence that was before the NMRWB or available to it.

Legal Effect of Decisions of the NMRWB (Government of Canada Jurisdiction)

- 5.5.6 All decisions made by the NMRWB in relation to paragraphs 5.2.3 (a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28, and 29 of this Agreement shall be made in the manner set out in sections 5.5.7 to 5.5.13.
- 5.5.7 When the NMRWB makes a decision, it shall forward that decision to the Minister. The NMRWB shall not make that decision public.
- 5.5.8 After receiving a decision of the NMRWB pursuant to section 5.5.7, the Minister shall within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB:
- (a) accept the decision and notify the NMRWB in writing; or
 - (b) reject the decision and give the NMRWB reasons in writing for so doing.
- 5.5.9 The Minister shall be deemed to have accepted the decision of the NMRWB when:
- (a) the Minister has so notified the NMRWB in writing; or
 - (b) the Minister has not rejected the decision within the time period and in the manner required pursuant to section 5.5.8.
- 5.5.10 Where the Minister is deemed to have accepted a decision of the NMRWB as provided in section 5.5.9, the Minister shall proceed forthwith to do all things necessary to implement that decision.

5.5.11 Where the Minister rejects a decision of the NMRWB pursuant to section 5.5.8, the NMRWB shall reconsider the decision in light of the written reasons provided by the Minister and make a final decision, which it shall forward to the Minister. The NMRWB may make the final decision public.

5.5.12 After receiving a final decision of the NMRWB made pursuant to section 5.5.11, the Minister may:

- (a) accept the final decision;
- (b) reject the final decision; or
- (c) vary the final decision,

and shall provide reasons for rejecting or varying the decision.

5.5.13 Where a final decision has been received by the Minister pursuant to section 5.5.12 and the Minister decides to accept or vary the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

Legal Effect of Decisions of the NMRWB (Territorial Government Jurisdiction)

5.5.14 All decisions made by the NMRWB in relation to paragraphs 5.2.3(a) to (f) or 5.2.4 (a), (c), (d) or (f) or any provisions in this Agreement arising from Articles 27, 28 and 29 of this Agreement shall be made in the manner set out in sections 5.5.15 to 5.5.21.

5.5.15 When the NMRWB makes a decision, it shall forward that decision to the Minister. The NMRWB shall not make that decision public.

5.5.16 After receiving a decision of the NMRWB pursuant to section 5.5.15, the Minister shall within 60 days or within such further period as may be agreed upon by the Minister and the NMRWB:

- (a) accept the decision and notify the NMRWB in writing; or
- (b) reject the decision and give the NMRWB reasons in writing for so doing.

5.5.17 The Minister shall be deemed to have accepted the decision of the NMRWB when:

- (a) the Minister has so notified the NMRWB in writing; or

- (b) the Minister has not rejected or recommended a variation of the decision within the time period and in the manner required pursuant to section 5.5.16.

5.5.18 Where the Minister is deemed to have accepted a decision of the NMRWB as provided in section 5.5.17, the Minister shall proceed forthwith to do all things necessary to implement that decision.

5.5.19 Where the Minister rejects a decision or recommends a variation of the decision of the NMRWB pursuant to section 5.5.16, the NMRWB shall reconsider the decision in light of the written reasons for the rejection or recommended variation of the decision provided by the Minister and make a final decision, which it shall forward to the Minister. The NMRWB may make the final decision public.

5.5.20 After receiving a final decision of the NMRWB made pursuant to section 5.5.19, the Minister may:

- (a) accept the final decision;
- (b) reject the final decision; or
- (c) vary the final decision,

and shall provide reasons for rejecting or varying the decision.

5.5.21 Where a final decision has been received by the Minister pursuant to section 5.5.20 and the Minister decides to accept the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

Interim Decisions

5.5.22 When urgent and unusual circumstances require an immediate modification in harvesting activities, the Minister or the Minister's delegated agent may make and implement any reasonable interim decision. The NMRWB shall conduct a full review as soon as practicable thereafter.

Ministerial Management Initiative

5.5.23 Nothing in this Article will prevent a Minister, on the Minister's own initiative, from referring a management matter to the NMRWB. Where a matter is referred, the NMRWB shall deal expeditiously with it. The

NMRWB will respond to Ministerial initiatives with decisions in time to permit Ministers to meet their national and international obligations.

PART 5.6: NMRWB: ADMINISTRATIVE PROCEDURES

Membership on the NMRWB

- 5.6.1 Each member shall be appointed to hold office during good behaviour for a term of four (4) years. A member may be reappointed to office.
- 5.6.2 A member may be removed from office at any time for cause by the body appointing that member under section 5.2.1.
- 5.6.3 Each member shall, before entering upon their duties as such, take and subscribe before an officer authorized by law to administer oaths, an oath in the form set out in Schedule 5-1.
- 5.6.4 Rules relating to conflict of interest set out in specified federal and territorial laws shall apply to members, but no member who is a Nunavik Inuk shall be considered biased solely because the member is a Nunavik Inuk.
- 5.6.5 Where a vacancy occurs, a replacement member may be appointed by the body that made the original appointment under section 5.2.1 for the remainder of the original term.
- 5.6.6 All members of the NMRWB, except the chairperson, shall have one (1) vote and the chairperson shall vote only in order to break a tie.
- 5.6.7 All decisions of the NMRWB shall be decided by consensus, failing which, they shall be decided by a majority of votes cast.
- 5.6.8 Each member may execute either a general or special proxy in favour of another member.

Meetings

- 5.6.9 A vacancy in the membership of the NMRWB does not impair the right of the remainder to act.
- 5.6.10 The head office of the NMRWB shall be in Nunavik.
- 5.6.11 The NMRWB shall meet as often as it deems fit, but no less than twice a year.

- 5.6.12 The chairperson shall convoke a meeting of the NMRWB within twenty-one (21) days of receipt from any two (2) members of the NMRWB of a written request indicating the purpose of such meeting.
- 5.6.13 The NMRWB shall, whenever practicable, meet in Nunavik.
- 5.6.14 The NMRWB shall conduct its business in Inuktitut and, as required by legislation or policy, in Canada's official languages.
- 5.6.15 Four (4) members physically present constitute a quorum, except that the NMRWB may modify the requirement for being physically present through a by-law permitting use of teleconference, or like facilities, in circumstances of emergency.

Costs

- 5.6.16 The cost of the NMRWB shall be the responsibility of Government. The NMRWB shall prepare an annual budget subject to review and approval by Government.
- 5.6.17 Each member shall be paid fair and reasonable remuneration for work on the NMRWB.
- 5.6.18 Each member shall be entitled to be paid such travelling and living expenses incurred by that member in the performance of their duties as are consistent with Federal Treasury Board guidelines for travelling and living expenses of public servants.
- 5.6.19 The costs of each non-voting observer shall be borne by the person or organization sending that observer.

By-laws

- 5.6.20 The NMRWB may make by-laws and rules respecting:
- (a) the calling of meetings and sittings of the NMRWB;
 - (b) the conduct of business at meetings of the NMRWB and the establishment of special and standing committees of the NMRWB and the fixing of quorums for committee meetings;

- (c) the carrying on of the work of the NMRWB, the management of its internal affairs, and the duties of its officers and employees;
- (d) the procedure for making applications, representations and complaints to the NMRWB;
- (e) the procedure for collecting information and opinion, including the procedure and conduct of public hearings; and
- (f) generally, the manner of conducting any business before the NMRWB.

Officers and Employees

- 5.6.21 The officers and employees necessary for the proper conduct of business of the NMRWB may be engaged by and shall be remunerated by the NMRWB.
- 5.6.22 Such officers and employees shall be responsible to and under the direction and control of the NMRWB.

Hearings

- 5.6.23 The NMRWB may hold public hearings into any issue requiring a decision on its part.
- 5.6.24 Any representative or agent of the Government of Canada or Government of Nunavut, any Nunavik Inuk, any LNUK or the RNUK shall be accorded the status of full party at a public hearing and the NMRWB may, at its discretion and in conformity with its rules, determine whether any other person is accorded the status of full party for the purpose of any particular public hearing.
- 5.6.25 The NMRWB may make rules distinguishing the roles reserved for full parties and roles reserved for other classes of participants at public hearings.
- 5.6.26 The NMRWB may, in any application, proceeding or matter of special importance pending before it, if in the opinion of the NMRWB the public interest so requires, hire counsel to conduct or argue the case or any particular question arising in the application, proceeding or matter.
- 5.6.27 The NMRWB shall have the same powers as commissioners appointed pursuant to Part I of the *Inquiries Act, R.S.C. 1985, c.I-11*, however, the NMRWB may not subpoena Ministers of the Crown.

Confidential Information

- 5.6.28 The NMRWB shall in obtaining and disclosing information be subject to laws of general application relating to confidentiality of, and access to, information as if it were a government department.
- 5.6.29 Where Government has a discretion to disclose any information to the NMRWB, or the NMRWB has a discretion to disclose information to a member of the public, it shall take into account this Agreement in exercising that discretion.

Liability of the NMRWB

- 5.6.30 In discharging any duties or in exercising any powers in good faith, the NMRWB shall not be liable to any person, whether natural or artificial, for any loss or damage howsoever occurring.

**PART 5.7: REGIONAL NUNAVIMMI UMAJUTVIJIT
KATAJUAQATIGININGA (RNUK) AND LOCAL NUNAVIMMI
UMAJUTVIJIT KATAJUAQATIGININGA (LNUK)**

Structure and Functions

- 5.7.1 There shall be a LNUK for each Nunavik Inuit community to carry out powers and functions set forth in section 5.7.2. Membership in each LNUK shall be open to all Nunavik Inuit residents in a community. Each LNUK may, by by-law, provide for classes of non-voting membership and privileges that flow therefrom. Existing community organizations may, subject to their adaptation to the provisions of this section, act as LNUKs. Two (2) or more LNUKs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.
- 5.7.2 The powers and functions of LNUKs shall include the following:
- (a) acting as a consultative body for their members to the RNUK with respect to wildlife matters in relation to the NMR;
 - (b) the recommendation, on behalf of their members, of wildlife management measures and techniques for the regulation of Nunavik Inuit harvesting to the RNUK;
 - (c) the regulation of harvesting practices and techniques among members, including the use of non-quota limitations;
 - (d) the allocation and enforcement of basic needs levels and adjusted basic needs levels among members;

- (e) generally, the management of harvesting among members; and
- (f) the authorization, regulation and management of any assignments undertaken pursuant to paragraph 5.3.22.2.

5.7.3 There shall be a RNUK consisting of representatives of the LNUKs.

5.7.4 The powers and functions of the RNUK shall include:

- (a) acting as a consultative body for LNUKs to the NMRWB with respect to wildlife matters in relation to the NMR;
- (b) the recommendation, on behalf of LNUKs, of wildlife management measures and techniques for the regulation of Nunavik Inuit harvesting to the NMRWB;
- (c) the regulation and monitoring of harvesting practices and techniques among the LNUKs, including the use of non-quota limitations;
- (d) the allocation and enforcement of basic needs levels and adjusted basic needs levels among the LNUKs;
- (e) subject to section 5.3.22, the assignment to any person or body other than a LNUK, with or without valuable consideration and conditions, of any portion of basic needs levels and adjusted basic needs levels;
- (f) the RNUK, with the agreement of the relevant LNUKs and Makivik may designate a non-Nunavik Inuk spouse of a beneficiary under this Agreement as a Nunavik Inuk for the purposes of sections 5.3.1 and 5.3.26.
- (g) generally, the management of harvesting among the LNUKs; and
- (h) such other matters as may be set out in this Agreement.

5.7.5 The RNUK and the LNUKs shall each develop and adopt their own by-laws guiding their functions set out in this Article.

5.7.6 Subject to section 5.7.7, the NMRWB, the LNUKs and the RNUK shall develop guidelines indicating the extent to which each LNUK shall be obliged to conform to by-laws and decisions of the RNUK.

- 5.7.7 Each LNUK shall be obliged to conform to RNUK by-laws and decisions in relation to allocation of basic needs levels and adjusted basic needs levels.
- 5.7.8 No by-law or decision of the RNUK or the LNUKs shall unreasonably prevent the individual Nunavik Inuk from harvesting for the purpose of meeting their consumption needs of and those of their dependents.
- 5.7.9 Members of the RNUK or the LNUKs shall be subject to the by-laws of their respective organization.
- 5.7.10 Funding for the operation of the RNUK and the LNUKs to enable them to fulfill their functions pursuant to this Article shall be provided by the NMRWB. The NMRWB may request from the RNUK and LNUKs an annual status report concerning their activities.
- 5.7.11 The RNUK and the LNUKs shall not exercise their authority pursuant to paragraphs 5.7.2 (c) and 5.7.4 (c) respectively in such a way as to conflict with any other regulations governing harvesting practices and techniques.
- 5.7.12 Where a LNUK is failing to perform or to exercise its powers and functions set out in section 5.7.2, or a RNUK is failing to exercise its powers and functions set out in section 5.7.4, Makivik may exercise those powers and functions until such time as the LNUK or RNUK resumes the exercise of those powers and functions.

Suits on Behalf of a Nunavik Inuk

- 5.7.13 Where a right of action as a result of the provisions of this Article accrues to a Nunavik Inuk, the LNUK of which that Nunavik Inuk is a member may, with the consent of that Nunavik Inuk, sue on behalf of that Nunavik Inuk.

PART 5.8: INTERNATIONAL AND DOMESTIC INTERJURISDICTIONAL AGREEMENTS

- 5.8.1 Any legislation implementing an international or domestic interjurisdictional agreement shall be interpreted and administered to treat Nunavik Inuit on at least as favourable a basis as any other aboriginal people in Canada.
- 5.8.2 The Government of Canada shall include Nunavik Inuit representation in discussions leading to the formulation of Government positions in relation to an international agreement dealing with wildlife harvested in the NMR, which

discussions shall extend beyond those discussions generally available to non-governmental organizations.

- 5.8.3 Nunavik Inuit representatives referred to in section 5.8.2 shall be nominated by a MDO.
- 5.8.4 Subject to section 5.8.1 all harvesting in the NMR shall be subject to legislation implementing those terms of an international agreement that were in existence at the effective date of this Agreement.
- 5.8.5 Government agrees that the NMRWB shall have a role in the negotiation or amendment of domestic interjurisdictional agreements commensurate with its status and responsibilities in the management of wildlife in the NMR.

SCHEDULE 5-1

OATH OF OFFICE

I, _____, do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly, and, to the best of my judgment, skill and ability, execute and perform the duties required of me as a member of the Nunavik Marine Region Wildlife Board.

(So help me God).

