

ARTICLE 2

GENERAL PROVISIONS

- 2.1 This Agreement shall be a treaty within the meaning of s. 35 of the *Constitution Act, 1982*.
- 2.2 It is the intention of the parties that the rights of Nunavik Inuit In this Agreement shall not merge in any legislation enacted to ratify or implement this Agreement.
- 2.3 Nothing in this Agreement shall:
- (a) be construed so as to deny that Nunavik Inuit are an aboriginal people of Canada or, subject to section 2.22, affect their ability to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them;
 - (b) affect the ability of Nunavik Inuit to participate in and benefit from government programs for Nunavik Inuit or aboriginal people generally as the case may be; benefits received under such programs shall be determined by general criteria for such programs established from time to time;
 - (c) affect the rights of Nunavik Inuit as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time; or
 - (d) affect the rights and benefits of Nunavik Inuit contained in the *James Bay and Northern Québec Agreement*.
- 2.4 The several Articles of this Agreement, the Preamble and all Schedules to this Agreement shall be read together and interpreted as one Agreement. For greater certainty, the Preamble and Schedules of the Agreement shall form an integral part thereof.
- 2.5 This Agreement shall be the entire Agreement and there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
- 2.6 If any provision of the Final this Agreement is found by a court of competent jurisdiction to be invalid, the parties shall make best efforts to amend this Agreement to remedy the invalidity or to replace the invalid provision.
- 2.7 Neither party to this Agreement shall have a claim or cause of action based on a finding that any provision of this Agreement is invalid.

- 2.8 Neither Government, Makivik nor any Nunavik Inuit eligible to be enrolled in this Agreement shall challenge, or support a challenge to, the validity of any provision of this Agreement.
- 2.9 There shall be Inuktitut, English and French versions of this Agreement. The English and French versions shall be the authoritative versions.
- 2.10 Subject to sections 2.11 and 2.12, all federal, territorial and local government laws shall apply to Nunavik Inuit and Nunavik Inuit Lands.
- 2.11 Where there is any inconsistency or conflict between any federal, territorial and local government laws, and this Agreement, this Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.12 Where there is any inconsistency or conflict between any legislation ratifying or implementing this Agreement and any other legislation, the ratifying and implementing legislation shall prevail to the extent of the inconsistency or conflict.
- 2.13 Amendments to this Agreement shall require the consent of the parties as evidenced by:
- (a) in respect of Her Majesty, an order of the Governor-in-Council, and
 - (b) in respect of Nunavik Inuit, a resolution of Makivik, except as provided otherwise by its by-laws.
- 2.14 Any power vested in a Minister of the Government of Canada or in a Minister of the Executive Council of the Government of Nunavut, pursuant to the provisions of this Agreement, may be transferred to another Minister of the Government of Canada, or to another Minister of the Executive Council of the Government of Nunavut, respectively. Makivik shall be given notice of such transfer.
- 2.15 Nothing in this Agreement shall restrict the authority of the Government of Canada to devolve or transfer powers or jurisdiction to the Government of Nunavut, provided that the devolution or transfer shall not abrogate or derogate from any rights of Nunavik Inuit in this Agreement. This section shall not be interpreted as affecting the fiduciary relationship between the Crown and Nunavik Inuit.
- 2.16 Without diminishing or otherwise altering the responsibilities of Her Majesty the Queen in Right of Canada under this Agreement, where this Agreement does not identify a particular person or body responsible for exercising a

function of Government, the Governor-in-Council, in the case of the Government of Canada, and the Commissioner in Executive Council, in the case of the Government of Nunavut, may designate a person or body to exercise that function on its behalf or authorize a Minister to make such a designation. Makivik shall be given notice of such designation.

- 2.17 Subject to sections 2.15 and 2.16, and except as otherwise provided for in this Agreement, a party to this Agreement shall not directly or indirectly assign or otherwise transfer any right or obligation with respect to this Agreement without the prior written consent of the other party.
- 2.18 This Agreement shall come into force upon its ratification by the parties in accordance with the ratification provisions of this Agreement.
- 2.19 Ratification of this Agreement by the parties in accordance with the ratification provisions of this Agreement is a condition precedent to the validity of this Agreement and, in the absence of such ratification, this Agreement shall be null and void and of no effect.
- 2.20 Government shall, in consultation with Makivik, prepare any legislation required to ratify or implement this Agreement, including any amendments thereto.
- 2.21 Where a Nunavik Inuk has a right of action in relation to this Agreement, Makivik may bring such action on behalf of him or her. This section shall not preclude a Nunavik Inuk from commencing an action on his or her own behalf.
- 2.22 This Agreement shall be governed by and construed in accordance with the laws of Nunavut, Newfoundland and Labrador and the laws of Canada as otherwise applicable. For greater certainty, the federal *Interpretation Act* shall apply this Agreement.
- 2.23 The Nunavut Court of Justice shall have jurisdiction in respect of any action or proceeding arising out of this Agreement with respect to Nunavut.
- 2.24 Nothing in this Agreement shall be construed to limit any jurisdiction that the Newfoundland and Labrador court may otherwise have.
- 2.25 Nothing in this Agreement shall be construed to limit any jurisdiction the Federal Court of Canada may have from time to time.
- 2.26 Notwithstanding any other provision of this Agreement, Government shall not be required to disclose any information that it is required or entitled to

withhold under any statute relating to access to and privacy of information. Where Government has a discretion to disclose any information, it shall take this Agreement into account in exercising that discretion.

- 2.27 Nunavik Inuit Lands shall be deemed not to be Lands Reserved for Indians within the meaning of the *Constitution Act, 1867*.
- 2.28 Citation of legislation refers to legislation and successor legislation as amended from time to time:
- (a) except where the parties have provided otherwise; and
 - (b) for greater certainty, reference to the *Constitution Act, 1982* includes the 1983 amendments and any later amendments.
- 2.29 ***Certainty***
- 2.29.1 For the purposes of section 2.29, “***government***” means Her Majesty the Queen in right of Canada and any province and the government of any territory.
- 2.29.2 Section 2.29 does not apply to any aboriginal or treaty right which the Nunavik Inuit may have;
- (a) arising from, or in the Territory defined by, the JBNQA, or
 - (b) to the extent that the right does not relate to or affect lands or natural resources.
- 2.29.3 Subject to section 2.29.2, the Nunavik Inuit will not exercise or assert any aboriginal or treaty right other than the rights set out in the Agreement.
- 2.29.4 If an aboriginal right that section 2.29.3 prevents from being exercised or asserted;
- (a) has any effect on the ability of Nunavik Inuit to exercise and enjoy all their rights that are set out in the Agreement;
 - (b) has any effect on the ability of government or any other person to exercise and enjoy all their rights, authorities, jurisdictions and privileges; and
 - (c) creates or has any other effect on an obligation of government or any other person,

then the Nunavik Inuit cede, release and surrender, as of the effective date, that aboriginal right to the extent required to avoid that effect.

- 2.29.5 The Nunavik Inuit release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they ever had, now have or may have in the future, arising from any act or omission that occurred prior to the effective date that related to or affected any aboriginal right respecting lands and natural resources held by the Nunavik Inuit.
- 2.29.6 The Nunavik Inuit release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they now have or may have in the future, based on any right that section 2.29.3 prevents from being exercised or asserted and arising from any act or omission that occurs on or after the effective date.
- 2.29.7 The Nunavik Inuit shall indemnify and forever save harmless government from any claim to which sections 2.29.5 or 2.29.6 apply and that was brought on or after the effective date against government. For greater certainty, the right to be indemnified shall not extend to any claim relating to or in any way arising from the failure of government to carry out its obligations under the Agreement.
- 2.29.8 The right to be indemnified under section 2.29.7 applies only if government vigorously defends the claim and does not compromise or settle it without the consent of the Nunavik Inuit. The right to be indemnified under section 2.29.7 does not apply to any costs incurred by government in such a defence or settlement.