

ARTICLE 23

IMPLEMENTATION

PART 23.1: PRINCIPLES

23.1.1 The following principles shall guide the implementation of this Agreement and shall be reflected in the Implementation Plan:

- (a) there shall be an ongoing process for Nunavik Inuit and Government to plan for and monitor the implementation of this Agreement which shall mirror the spirit and intent of this Agreement and its various terms and conditions;
- (b) implementation shall reflect the objective of this Agreement of encouraging self-reliance and the cultural and social well-being of Nunavik Inuit;
- (c) to promote timely and effective implementation of this Agreement, Nunavik Inuit and Government shall:
 - (i) identify, for multi-year planning periods, the implementation activities, responsibilities and the level of government implementation funding which will be provided during any planning period; and
 - (ii) allow flexibility through the establishment of an Implementation Committee.
- (d) reflecting the level of independence and the authorities of the institutions of public government identified in Articles 5, 6 and 7, the funding arrangements shall:
 - (i) provide those institutions with sufficient resources to plan for and carry out the duties and responsibilities assigned to them in this Agreement in a professional manner with appropriate public involvement;
 - (ii) provide those institutions with a degree of flexibility to allocate, re-allocate and manage funds within their budgets, no less than that generally accorded to comparable agencies of Government;
 - (iii) require those institutions to follow normally accepted management and accounting practices; and
 - (iv) ensure the accountability of those institutions for expenditure of their resources in fulfilling their obligations under this Agreement.

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PART 23.2: IMPLEMENTATION PLAN

23.2.1 Makivik and the Government of Canada and Government of Nunavut (“the parties to the Implementation Plan”) shall prepare a detailed Implementation Plan prior to this Agreement which shall be appended to but not form part of this Agreement. The plan is not intended to be a land claims agreement within the meaning of s. 35 of the *Constitution Act, 1982*. For greater certainty, in the event of conflict or inconsistency between this Agreement and the Implementation Plan, this Agreement shall prevail.

23.2.2 The Implementation Plan shall be a legally binding contract except as otherwise agreed by the parties to the Implementation Plan. A provision of the Implementation Plan providing for the payment of funds as a result of an obligation created in this Agreement shall be included in such contract, provided the parties have agreed that payment of such funds constitutes the fulfilment of that obligation. Where the parties fail to so agree, the treaty obligation shall prevail.

23.2.3 The Implementation Plan shall:

- (a) identify the ongoing and time-limited obligations, specific activities, and projects required to implement this Agreement;
- (b) identify how and by whom the activities will be carried out and identify the associated time-frames and how the obligations will be discharged;
- (c) identify the funding levels and specific funding arrangements for implementing this Agreement for an initial ten-year planning period following ratification of this Agreement;
- (d) identify, at times deemed appropriate by the parties to the Implementation Plan, the implementation activities and funding levels for implementing this Agreement for successive multi-year planning periods subsequent to the initial ten-year planning period;
- (e) identify a communication and information strategy to inform Nunavik Inuit and interested third parties of the content and implementation of this Agreement;
- (f) provide for a process for monitoring the implementation of this Agreement by requiring the establishment of an Implementation Committee to oversee, monitor and report on implementation of this Agreement;
- (g) provide for a process for the review and amendment of the Implementation Plan; and
- (h) address other matters as agreed to by the parties to the Implementation

Plan.

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PART 23.3: THE IMPLEMENTATION COMMITTEE

- 23.3.1 As soon as practicable, but no later than three (3) months after the effective date, an Implementation Committee shall be established.
- 23.3.2 The Implementation Committee shall be composed of three (3) senior officials: one (1) representing the Government of Canada designated by the Minister; one representing the Government of Nunavut; and one (1) representing Makivik.
- 23.3.3 The Implementation Committee shall:
- (a) oversee and provide direction to guide the implementation of this Agreement;
 - (b) monitor the Implementation Plan;
 - (c) when it deems necessary, revise the schedule of activities, reallocate resources and amend the Implementation Plan;
 - (d) attempt to resolve implementation disputes arising among the parties to the Implementation Plan. Unresolved implementation disputes shall be resolved pursuant to Article 24;
 - (e) provide the Minister of IAND, the Leader of the Government of Nunavut and Makivik with a report on the implementation of this Agreement, every two (2) years, which shall be made public. The cost of the report shall be borne by the Government of Canada; and
 - (f) make recommendations for the implementation of this Agreement, including the role of the Implementation Committee, to the parties to the Implementation Plan for future planning periods following the initial ten-year period.
- 23.3.5 All decisions of the Implementation Committee shall be by unanimous agreement of all members.

PART 23.4: NUNAVIK INUIT IMPLEMENTATION FUNDING

- 23.4.1 The Government of Canada shall make implementation funding payments, including funding for the Park Impacts and Benefits Agreement for the Torngat Mountains National Park Reserve of Canada and for the resolution of Nunavik Inuit Claims in the Labrador Inuit Settlement Area of the Overlap Area and offshore Labrador, to Makivik and the Nunavik Inuit Trust in accordance with Schedule A to this Article.
- 23.4.2 Any payments made pursuant to section 23.4.1 are not intended by the parties to fulfill or discharge the ongoing funding responsibilities of the Government of Canada for the implementation of this Agreement.

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- 23.4.3 Unless otherwise specified in the Agreement, Canada shall not be responsible for the costs of Makivik or the Nunavik Inuit Trust to implement this Agreement.
- 23.4.4 Makivik shall use the funds referred to in section 23.4.1 to implement this Agreement and to carry out the objects of Makivik as set out in the *Act respecting the Makivik Corporation, R.S.Q., chapter S-18.1.*

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SCHEDULE A

PROVISIONAL PAYMENTS SCHEDULE - Re: 23.4.1*

| <u>Date</u> | <u>Payments to NIT</u> | <u>Payments to Makivik</u> |
|---|------------------------|----------------------------|
| On the effective date of the Agreement \$6,250,000+\$5,000,000+\$1,000,000 | \$1,250,000 | |
| On the first anniversary of effective date | \$1,250,000 | \$6,250,000 |
| On the second anniversary of effective date | \$1,250,000 | \$6,250,000 |
| On the third anniversary of effective date | \$1,250,000 | \$6,250,000 |

*Payment schedule is illustrative only based on a the current 3 yr amortized CRF lending rate less 0.125%. Calculation of the schedule will be guided by the instructions below.

Notes to Finalize Schedule A

1. This note will not form part of the Agreement. The purpose of this note is to enable the parties to calculate the amounts to be shown in the provisional schedule of payments and the amounts for the final schedule of payments.
2. A provisional schedule of payments will be negotiated prior to the initialling of this Agreement such that:
 - (a) the provisional schedule will provide for a first payment on the effective date and subsequent payments on each anniversary date;
 - (b) the present value referred to in (b) will be calculated using as a discount rate, the most recently released 3 year amortized consolidated revenue fund lending rate that the Minister of Finance for Canada has approved prior to the calculation of the provisional schedule of payments, less 0.125 percent.
3. A final schedule of payments will be calculated prior to the effective date by multiplying each amount in the provisional schedule of payments by the value of the FDDIPI for the latest quarter available prior to that date for which FDDIPI has been published by Statistics Canada, and by dividing the resulting product by the value of FDDIPI for the 3rd quarter of 2004.
4. \$5 million multiplied by the value of FDDIPI for the 3rd quarter of 2002 and by dividing the resulting product by the value of FDDIPI for the 3rd quarter of 2004.

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\$1 million multiplied by the value of FDDIPI for the 3rd quarter of 2004.

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