

ARTICLE 1:

DEFINITIONS

The purpose of this Article is to bring together in one place most of the definitions of terms and words used in the NILCA.

These definitions are only for the purpose of explaining what terms and words mean in the NILCA and for that reason can only be used for interpretation of the NILCA and not other agreements or treaties.

ARTICLE 2:

GENERAL PROVISIONS

'General provisions' are those that apply to the treaty as a whole and to a large extent are for interpretative purposes if a court or dispute resolution procedure ever has to interpret or rule on any provision or chapter of the treaty.

For example, the general provisions provide:

- the Agreement is a constitutionally protected treaty (it is a treaty within the meaning of section 35 of the *Constitution Act, 1982*);
- no party to the Agreement may support a legal challenge of the validity of any provision of the Agreement.
- nothing in the Agreement affects government programs for Nunavik Inuit; the rights of Nunavik Inuit as Canadian citizens; or the rights and benefits of Nunavik Inuit under the JBNQA;
- what laws govern the Agreement (i.e., Nunavut, Newfoundland and Canada);
- which courts have jurisdiction in relation to the Agreement (i.e., Nunavut, Newfoundland and Canada);
- Government must consult Makivik in the preparation of ratification or implementation legislation.

The 'General Provisions' also contain provisions regarding 'certainty' which are discussed in the following summary

PRINCIPLE OF CERTAINTY

The NILCA is a land claims agreement and treaty between Nunavik Inuit and the Crown in Right of Canada. In this treaty, with respect to land and natural resources in the Nunavik Marine Region and in Labrador and the area offshore Labrador, Nunavik Inuit are exchanging their aboriginal rights and title in these areas for treaty rights. Treaty rights flow from the NILCA and, like aboriginal title and rights, are entrenched and protected by the Canadian Constitution.

ROLE OF TREATIES

The NILCA, like all aboriginal treaties, contains an exchange of solemn promises between the Crown and aboriginal people (Nunavik Inuit) and the fact that they are constitutionally protected ensures that they will be respected and fulfilled. Treaty rights are protected under the Canadian Constitution and consequently any government interference of treaty rights would have to first be subjected to a strict justification process. Because treaty rights are carefully and clearly defined in the treaty and because of this precision and clarity, they are in many respects more effective than their underlying aboriginal rights and title: they are easier for all parties to understand, respect and enforce.

CROWN FIDUCIARY ROLE

Treaties are governed by special interpretation and enforcement rules set out in the treaty and constitute a unique type of agreement.

The Crown's fiduciary relationship with Nunavik Inuit is not diminished or cancelled by the treaty but instead is in fact a manifestation of this fiduciary relationship. The fiduciary relationship continues and the courts will hold the Crown to the standards of respecting the treaty required under a fiduciary relationship.

TREATY'S OBJECTIVE OF CERTAINTY

One major objective of treaty making for both the Crown and an aboriginal people is 'certainty'. In fact, federal land claims policy requires that all land claims agreements (treaties) provide specifically for 'certainty'. Because of the ambiguity/uncertainty associated with the nature, scope and exercise of aboriginal rights, both government and aboriginal peoples benefit from defining more precisely how land and resources can be used.

for governments, the objective of certainty is to be certain that after they have entered into a treaty they will not be faced with claims both for past and future infringement of aboriginal rights by Nunavik Inuit that require extensive and costly court actions to resolve.

for Nunavik Inuit, they will have in a legal and enforceable document their rights and interests to land and natural resources in a defined geographic area, which they have historically and currently use and occupy. Moreover, this certainty is further bolstered by the fact that the treaty and the rights in it are constitutionally protected so that any government legislation or other interference has to first go through a process of justification and in this way the treaty rights enjoy protection from such government legislation or other interferences.

TECHNIQUES OF CERTAINTY

Historically, the Crown achieved 'certainty' through land claims agreements (treaties) by requiring aboriginal people to 'surrender' their aboriginal rights, thereby 'extinguishing' them, and by granting back to the aboriginal party land claims agreement or treaty 'rights'. Except for the Labrador Inuit Land Claims Agreement, all other Inuit land claims agreements, including the JBNQA, have achieved certainty through a surrender of aboriginal rights and the granting back by the Crown to the Inuit of new replacement treaty rights.

CERTAINTY APPROACH IN THE NILCA

The 'certainty' approach used in the NILCA is not an instant 'surrender and extinguishment' model but instead is referred to as a 'non-assertion model'.

In the 'non-assertion model', the rights and interests to land and natural resources of Nunavik Inuit are clearly set out in the Treaty and Nunavik Inuit agree not to exercise or assert any aboriginal right other than those rights defined and set out in the NILCA treaty. This Nunavik Inuit 'non-assertion' undertaking does not apply to aboriginal or treaty rights:

- (1) which arise from the JBNQA and its Territory, or
- (2) which are not related to or affecting lands or natural resources

In the event that in future if Nunavik Inuit exercise or assert any aboriginal right relating to land or natural resources that interferes with the ability of government or third parties to exercise or enjoy their rights, at that point Nunavik Inuit will have to surrender that aboriginal right (as of effective date) but only to the extent necessary to avoid the interference.

As well, the certainty provision of the NILCA provides for a Nunavik Inuit release to government and third parties for any claims based on any act or omission that occurred prior to effective date that related to or affected any aboriginal right (not a treaty right under the NILCA) respecting lands and natural resources.

So, in summary, Nunavik Inuit under the NILCA are guaranteed specific rights related to land and natural resources and as long as Nunavik Inuit do not in future exercise or assert aboriginal rights relating to land and natural resources which interfere with government and third party rights, there is no need for any surrender or ceding of those rights.

ARTICLE 3:

NUNAVIK INUIT SETTLEMENT AREA

The Nunavik Inuit Settlement Area (known as NISA) is made up of:

- The Nunavik Marine Region (which includes the overlap areas with Nunavut Inuit in Hudson Bay and Hudson Strait and the Crees of Eeyou Istchee in Hudson Bay and James Bay).
- The Labrador Inuit Settlement Area portion of the Nunavik Inuit/Labrador Inuit overlap area

The NISA is shown on the attached map.

ARTICLE 4:

ELIGIBILITY AND ENROLMENT

The rules for eligibility and enrolment are:

- Whoever is enrolled under the JBNQA is eligible to be enrolled under this Agreement.
- The name of anyone who wants to be enrolled must be on the new NILCA Enrolment List.
- Makivik will establish and maintain the NILCA Enrolment List.
- Except for the JBNQA, a person cannot be enrolled in any other Canadian land claim agreement (such as the Nunavut Agreement).

ARTICLE 5:

WILDLIFE

The purpose of this Article is to create a wildlife management system for the Nunavik Marine Region that first defines and protects Nunavik Inuit harvesting rights then provides access to resources by others.

The main features of this Article are:

- The establishment of a Nunavik Marine Region Wildlife Board (NMRWB) as the main instrument of wildlife management in the NMR. It is made up of 7 members - 3 members appointed by Makivik, 2 by the Federal Government, 1 by the Government of Nunavut, and a chairperson (to be nominated by the six members). It will receive approximately \$2.8 million per year to operate from the Implementation Plan. It will also receive a \$5 million research fund.

The primary responsibilities of the NMRWB are

- Establishing the total allowable take for species
 - Establishing the basic needs level by Inuit for species
 - Allocating to different users
 - Establishing non-quota limitations
 - Participating in research
- Setting out harvesting rights of Nunavik Inuit in the Nunavik Marine Region. The main rights are:
 - Where there is no total allowable take established, Inuit have the right to harvest up to the full levels of their economic, social and cultural needs.
 - When there is a total allowable take established, Inuit have the first call on the species up to their basic needs level.
 - Only Inuit can harvest scallops, mussels, beluga, polar bear and eider down.
 - Nunavik Inuit have the right of first refusal for all outfitting and marketing activities.
 - Nunavik Inuit have the right to dispose freely, sell, barter, trade exchange, buy, possess and give to other Inuit and beneficiaries of the JBNQA inside or outside the NRM for personal consumption.
 - Nunavik Inuit can assign the right to harvest to a spouse.
 - Nunavik Inuit can assign part of their basic needs level to sport hunters.
 - Nunavik Inuit can use any type, method or technology to harvest if it is not prohibited by the NMRWB, or conflict with laws regarding humane killing, public safety or firearms control.
 - Commercial fishing rights

In the Southern Davis Strait Zone

Nunavik Inuit will be provided with access to turbot at a level of 2.54% of the total allowable catch equal to or less than 5,500 metric tonnes or 10% of any amount in excess of 5,500 metric tonnes.

For other ground fish, Inuit will be offered 10% of the total allowable catch.

7% of any increase in shrimp

In the Northern Davis Strait Zone

8.8% of any increase in the total allowable catch for shrimp

Commercial harvesting benefits provided to Nunavik Inuit in Southern and Northern Davis Strait shall never exceed those provided to Nunavut Inuit in those Zones.

In the Hudson Bay Zone

Because Inuit are adjacent and economically dependent on marine resources in the zone, they will be given special consideration when allocating commercial fishing licenses.

- The local and regional *Nunavimmi Umajutivijiit Katajuaqatignininga* are provided with responsibilities for recommending wildlife management measures and regulating and monitoring the harvesting activities of their members. They will also allocate and enforce basic needs levels. They will be provided with funding from the NMRWB.
- Inuit will be involved in Canadian delegations and discussions leading to international wildlife agreements.
- All harvesting in the NMR shall be subject to any international agreements that were in existence before NILCA.

ARTICLE 6:

LAND USE PLANNING

A land use planning regime is established for the NMR, which is guided by the following main principles:

- People are a part of the environment and the land cannot be managed without taking their needs into account.
- The main purpose of land use planning is to protect and promote the well being of people and communities in the NMR with special attention to Inuit and Inuit owned lands.
- The planning process shall provide opportunities for active and informed participation of Nunavik Inuit and other residents.
- Land use plans shall provide for the conservation, development and utilization of land.

A Nunavik Marine Region Planning Commission (NMRPC) is established made up by a minimum of 1 member nominated by the Nunavut Government, 1 member nominated by the Government of Canada, 2 members nominated by Inuit and a chairperson. Government members cannot be people already employed by Government. The NMRPC shall be responsible for:

- Identifying planning regions and planning objectives within the NMR.
- Solicit opinions from the public about planning objectives.
- Develop draft land use plans.
- Hold public hearings, with a special emphasis on obtaining Inuit knowledge.
- Recommend plans to appropriate Ministers and made modifications when required.
- Determine if development projects conform to the plans.
- Monitor projects to ensure that are in conformity with the plans.

The NMRPC shall also be responsible for identifying and developing priority lists for the clean up waste sites.

ARTICLE 7:

DEVELOPMENT IMPACT

A Nunavik Marine Region Impact Review Board (NMRIRB) is established with the following primary functions:

- To screen development proposals to determine if impact review is required.
- To review impacts of project proposals.
- To determine on the basis of its reviews, if a project should proceed and under what conditions.
- Monitor projects.

The NMRIRB's primary objective is to protect and promote the well being of people and communities and environment of the NMR.

The Board is made up of 5 members: 2 members nominated by Inuit; 1 member from the Government of Canada; 1 member from the Government of Nunavut; and a chairperson.

The NMRIRB can hold public hearings on project proposals. It must also coordinate its activities with the NMRPC. After reviewing a project proposal the Board issues a report to the Minister and the proponent giving its assessment of the project and whether or not it should proceed and under what conditions. Ultimately it is the Minister who will accept, modify or reject the Board's decision, but only after a process that allows the Board to review the Minister's concerns and provide further information.

The Minister can decide to send a project for review under the Federal environmental review process. In this case, Inuit would nominate one quarter of the members of the federal panel.

ARTICLE 8:

NUNAVIK INUIT LANDS

Nunavik Inuit lands are 80% (i.e., approximately 5,100 square kilometers) of all islands in the NMR. Of this total amount, approximately 400 square kilometers are jointly owned by Nunavik Inuit and the Crees. The 20% retained by the Government of Canada include the murre colonies on Akpatok and Digges Island, a small contaminated site on Akpatok Island and the Ottawa Islands. The land area is determined at the high water mark and includes beds of rivers, streams and lakes.

The main features of Nunavik Inuit lands are:

- All Nunavik Inuit lands are owned in fee simple (i.e., full ownership), including all subsurface rights. Certificates of title shall be given after the NILCA is ratified. In the meantime, nothing can happen on those lands.
- Nunavik Inuit lands are held on behalf of all Nunavik Inuit.
- Nunavik Inuit lands can be sold to the Crown or to any third party. However, Nunavik Inuit lands cannot be sold or transferred unless approved by 75% of all eligible Nunavik Inuit voters in a referendum. Leases and other interests can be granted for terms of less than 75 years.
- If a parcel of land (island for example) is to be subdivided, a survey will be required. This would be at the expense of Inuit.

ARTICLE 9:

PURPOSES OF NUNAVIK INUIT LANDS

The primary purpose of Nunavik Inuit lands is to provide Nunavik Inuit with lands that promote economic self-sufficiency in a manner consistent with their social and cultural needs and aspirations.

To achieve this, these lands include areas of value for harvesting and related activities, archeological significance, spiritual significance, tourism potential, carving stone, and resource development potential.

ARTICLE 10:

PRINCIPLES TO GUIDE THE IDENTIFICATION OF NUNAVIK INUIT LANDS

In order to achieve the purposes of Nunavik Inuit lands set out in Article 9, a set of principles to guide land identification by Nunavik Inuit was set out in the Agreement. They include such things as:

- Dealing equitably with third party interests.
- Lands required for protected areas.
- Retaining lands for public purposes.
- Respecting the rights of overlapping Aboriginal groups.
- Retaining lands for government facilities or installations.

It is important to keep these principles in NILCA for future reference because this Article also contains a provision that states all of these principles have been complied with.

ARTICLE 11:

PROTECTED AREAS

This Article sets out defines different types of protected areas and the process for establishing them.

Except for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves, the establishment or changing boundaries of all other protected areas are subject to approval by the Nunavik Marine Region Wildlife Board.

No protected area can be established without first completing an Impact and Benefit Agreement with Inuit (IBA). IBAs shall include anything that would have a negative impact on Nunavik Inuit (for example, disruption of wildlife) or could create a benefit for Nunavik Inuit (for example, employment).

If after 180 days no agreement can be reached, Government and Inuit will select a conciliator. The Minister will make a final decision on the terms of the IBA based on the conciliators report.

There is a different process for Marine Protected Areas. Here no IBA is required. Rather there is a requirement to jointly develop a management plan and reach a Marine Protected Area agreement. If agreement cannot be reached, a conciliator is appointed and a report submitted to the Minister for his decision on the terms of the agreement.

Nunavaik Inuit harvesting rights, unless agreed otherwise, continue in protected areas.

ARTICLE 12:

ENTRY AND ACCESS

This Article sets out the rules for entry and access to Nunavik Inuit lands. The general rule is that unless set out in the rules, nobody can enter, cross or remain on Nunavik Inuit lands without consent of Inuit.

ACCESS BY THE GENERAL PUBLIC:

- The general public has a right of access to a 100-foot strip of lands bounding the seacoast. They cannot, however, establish camps or stay on the land except for temporary purposes. The intention is to allow the public who may be traveling on the water, to land and stay overnight, for example.
- Anyone can enter and stay on Nunavik Inuit lands for emergency purposes.
- The public may cross for the purpose of personal or casual travel, such as going to work. When possible, routes for these crossings will be established by Inuit.
- Researchers require consent by Nunavik Inuit unless they are undertaking wildlife research which requires NMRWB approval.
- If damage occurs, those persons will be liable for damages.
- All access must respect Nunavik Inuit use and quiet enjoyment of their lands.

GOVERNMENT ACCESS:

- Government employees, contractors and members of the armed forces and peace officers have access to enter, cross and remain on Nunavik Inuit lands to carry out legitimate government business and duties.
- If access for more than 18 months, Inuit can require Government to obtain a lease.
- Government is liable for any damage.
- The Minister of National Defense may authorize access for manoeuvres by the Canadian Forces.
- Government can maintain and establish navigational aides.

EXPROPRIATION:

- Expropriation of Nunavik Inuit lands can occur in accordance with laws of general application.
- Compensation shall be offered in the form of alternate lands or in combination of lands and money. New lands would become Nunavik Inuit lands.
- No more than 12% of Nunavik Inuit lands can ever be expropriated.

GOVERNMENT ACCESS TO SAND AND GRAVEL:

- If Government requires sand and gravel from Nunavik Inuit lands for public purposes and Inuit refuse access, it goes to arbitration. The arbitrator would decide whether the request was reasonable and if no alternatives were possible. The Inuit would be paid for the materials at a rate set out in NILCA of \$1.00 (1993\$) per cubic metre.

ARTICLE 13:

GOVERNMENT OF CANADA EMPLOYMENT AND CONTRACTS

This Article provides for Nunavik Inuit priority with respect to federal employment opportunities in the NMR and support and assistance to Nunavik Inuit enterprises in competing for federal government contracts (goods and services) in the NMR.

For employment, Canada undertakes to take all reasonable and timely measures to provide priority to Nunavik Inuit for federal jobs in the NMR.

For contracts, Canada shall provide reasonable support and assistance to Nunavik Inuit enterprises to enable them to compete for government contracts in the NMR.

ARTICLE 14:

WILDLIFE COMPENSATION

This Article provides for a process to compensate a claimant (Nunavik Inuk or Nunavik Inuit) in both monetary and non-monetary compensation for loss or damage in connection with wildlife harvesting caused by a developer.

Loss or damage includes:

- loss or damage to property or equipment used in wildlife harvesting or to wildlife reduced into possession;
- present and future loss of income from wildlife harvesting; and
- present and future loss of wildlife harvested for personal use by claimants.

To facilitate making proof of liability of a developer, claimants benefit under this wildlife compensation process from the presumption that any developer is strictly liable: that is, is liable absolutely without a claimant having to prove fault or negligence by the developer for the loss or damage.

A claim has to be made within 3 years of the date of when the loss or damage incurred or became known to the claimant.

If a claim is not settled within 30 days of receipt by the developer, the developer or the claimant may submit the claim to arbitration.

The arbitrators normally have 180 days to hear and arbitrate the claim and then have to make a decision within 30 days of the completion of hearing/arbitrating the claim.

A claimant who is unable to settle a claim to his satisfaction can take the developer to court or use arbitration. But, if a claim is referred to the arbitration process under this Article, the decision of the arbitrator is final.

ARTICLE 15:

RESOURCE ROYALTY SHARING

The purpose of this Article is to provide Nunavik Inuit with the right to share in annual Government received resource royalties in respect of any resources (i.e., oil, gas, minerals) exploited through development anywhere in the NMR [except on Nunavik Inuit lands (islands, because Nunavik Inuit own the subsurface there)].

This right to share in resource royalties consists of the following:

- 50% of the first \$2,000,000 of resource royalty received by Government in any particular year; and
- 5% of any additional resource royalty received by Government in any particular year.

'Government' means both the Government of Canada and the Government of Nunavut. Each of these governments jointly have to make up the above first \$2,000,000 of resource royalties (of which Nunavik Inuit get 50%) but each of them have to provide the 5% of any additional resource royalties to Nunavik Inuit that each government receives.

All resource royalties paid by Government are paid to the Nunavik Inuit Trust.

ARTICLE 16:

CAPITAL TRANSFER

The purpose of this Article is to set out the amount of capital transfer to be paid to the Nunavik Inuit Trust for Nunavik Inuit and the terms under which Canada will make the capital transfer payments. It also sets out the terms under which Makivik must repay the money (loan claims funding) it has borrowed over the last twelve (12) years from Canada to finance the negotiation of NILCA.

Canada will pay \$50,000,000 of capital transfer to the Nunavik Inuit Trust (NIT) over a period of nine (9) years in the form of ten (10) equal payments commencing on the effective date of NILCA and then subsequent payments on each anniversary date of NILCA. Interest is paid by Canada on any outstanding balance owing until all capital transfer has been paid in order to adjust the amounts owing for inflation.

From each of these capital transfer payments to NIT are deducted negotiation loan repayments to Canada. Consequently, the net capital transfer payment each year shall consist of the following:

Capital transfer amount (as adjusted by interest factor):	\$6,000,193
<i>Minus:</i>	
Negotiation loan repayment (as adjusted by interest factor):	<u>\$1,234,960</u>
Actual capital transfer payment (as adjusted by interest factor):	\$4,765,233

SCHEDULE A: Capital Transfer Schedule **AFTER** adjustment for Negotiation Loan Repayments
(attached hereto)

SCHEDULE B: Capital Transfer Schedule **BEFORE** adjustment for Negotiation Loan Repayments
(attached hereto)

SCHEDULE C: Timing and Actual Total Cash (including indexation) to be received by the NIT and Makivik
(attached hereto) under NILCA Article 16 (Capital Transfer) and Article 23 (Implementation)

SCHEDULE A

PROVISIONAL CAPITAL TRANSFER PAYMENT SCHEDULE
AFTER ADJUSTMENT FOR NEGOTIATION LOAN REPAYMENTS

<u>Date</u>	<u>Payments</u>
On the effective date of the Agreement	\$4,765,233
On the first anniversary of effective date	\$4,765,233
On the second anniversary of effective date	\$4,765,233
On the third anniversary of effective date	\$4,765,233
On the fourth anniversary of effective date	\$4,765,233
On the fifth anniversary of effective date	\$4,765,233
On the sixth anniversary of effective date	\$4,765,233
On the seventh anniversary of effective date	\$4,765,233
On the eighth anniversary of effective date	\$4,765,233
On the ninth anniversary of effective date	\$4,765,233

SCHEDULE B

PROVISIONAL CAPITAL TRANSFER SCHEDULE
BEFORE ADJUSTMENT FOR NEGOTIATION LOAN REPAYMENTS

<u>Date</u>	<u>Amount</u>
On the effective date of the Agreement	\$6,000,193
On the first anniversary of effective date	\$6,000,193
On the second anniversary of effective date	\$6,000,193
On the third anniversary of effective date	\$6,000,193
On the fourth anniversary of effective date	\$6,000,193
On the fifth anniversary of effective date	\$6,000,193
On the sixth anniversary of effective date	\$6,000,193
On the seventh anniversary of effective date	\$6,000,193
On the eighth anniversary of effective date	\$6,000,193
On the ninth anniversary of effective date	\$6,000,193

SCHEDULE C

TIMING AND ACTUAL TOTAL CASH (INCLUDING INDEXATION) TO BE RECEIVED BY THE NIT AND MAKIVIK
 UNDER
 NILCA ARTICLE 16 (CAPITAL TRANSFER) AND ARTICLE 23 (IMPLEMENTATION)

When	Payments to NIT *	Payments to Makivik
On effective date of Agreement	\$ 6,088,133	\$ 12,769,612 **
On the 1 st Anniversary Date	6,088,133	6,614,502
On the 2 nd Anniversary Date	6,088,133	6,614,502
On the 3 rd Anniversary Date	6,088,133	6,614,502
On the 4 th Anniversary Date	4,765,233	
On the 5 th Anniversary Date	4,765,233	
On the 6 th Anniversary Date	4,765,233	
On the 7 th Anniversary Date	4,765,233	
On the 8 th Anniversary Date	4,765,233	
On the 9 th Anniversary Date	4,765,233	
TOTAL:	\$ 52,943,930	\$ 32,613,118
GRAND TOTAL TO NIT AND MAKIVIK:	\$85,557,048	

- These payments and the total of \$52,943,930 are net of the loan funds repayment amounts.
- This amount of \$12,769,612 includes \$1 Million for the Torngat Park Impact Benefit Agreement and a \$5 Million one-time implementation payment adjusted for inflation. (This one-time implementation payment is in addition to the annual implementation funding to be provided by government under the implementation plan - See Article 23)

ARTICLE 17:

NUNAVIK INUIT TRUST

- The purpose of this Article is to provide a brief explanation of the Nunavik Inuit Trust (NIT). The NIT is a special legal entity created by Makivik to receive capital transfer payments, some implementation funding and any future resource royalties under the other provisions of the NILCA.
- Creation of this new legal entity, the NIT, will enable something which Makivik is legally not able to do: namely, to make monetary payments or distributions to individual Nunavik Inuit. In addition, another advantage of NIT is that it will minimize taxation of income produced over time by the capital transfer and other monies received by the NIT.
- Through the NIT, beneficiaries of the Trust (i.e., all Nunavik Inuit) can receive monetary payments for their educational, social, cultural and socio-economic needs and generally to improve their social, cultural, educational and economic conditions, their quality of life and the quality of community life.
- The NIT will be controlled, managed and operated by six (6) Trustees consisting of the following:
 - President of Makivik Corporation
 - Secretary of Makivik Corporation
 - Treasurer of Makivik Corporation
 - Controller of Makivik Corporation
 - Attorney of the contentieux of Makivik Corporation
 - one other person (a non-beneficiary) jointly appointed in writing by the President and Treasurer of Makivik Corporation
- These persons holding the Listed Offices above shall remain Trustees as long as they hold these Listed Offices.
- Each year, the NIT has the obligation to distribute the total net annual revenues earned during the fiscal year of the NIT (less annual expenses). However, in no event shall an annual distribution be less than \$2,000,000. (Should the annual net revenues of the NIT in any year be less than \$2,000,000, the Trustees shall use some of the capital of the NIT to cover the difference).
- The NIT will initially receive \$55 Million in payments from Canada (over 9 years) subject to the obligation to repay the negotiation loan funding and, subsequently, it may receive resource royalties arising from development in the Nunavik Marine Region. The NIT will wind up (terminate) in 200 years (or before, if the capital of the Trust is exhausted in accordance with the conditions of the NIT).
- The 'Trust Beneficiaries' mean any persons, groups, organizations falling into one of the ten (10) Classes or many Sub-Classes listed below. However, a person loses his Trust Beneficiary status if he or she is not alive as of December 31 in a year of distribution of the NIT revenues. The rights and quality of a Trust Beneficiary are personal and cannot be transferred or inherited to the heirs, legal or testamentary, of any Trust Beneficiary.

- The ten (10) Classes of the NIT are:

Class 1.	All Nunavik Inuit
Class 2.	All Nunavik Inuit residing in one or more Northern Villages
Class 3.	Any full-time and/or part-time Nunavik Inuit students in a post-secondary institution
Class 4.	All Nunavik Inuit who are receiving employment insurance
Class 5.	All Nunavik Inuit who are receiving social assistance
Class 6.	All Nunavik Inuit who suffer from personal loss of autonomy (i.e., persons limited in capacity to accomplish tasks and activities considered a normal part of living)
Class 7.	All Nunavik Inuit who suffer from a permanent physical disability
Class 8.	All Nunavik Inuit who suffer from a permanent mental disability (i.e., mentally handicapped)
Class 9.	Any Nunavik Inuk/Nunavik Inuit within the discretion of the Trustees with special medical, educational or economic needs
Class 10.	Makivik Corporation

- In addition to the above ten (10) Classes of beneficiaries, the Trustees (in their absolute discretion) may determine from time to time during the Trust any number of Sub-Classes of Trust Beneficiaries from any of the Classes referred to in paragraphs (1) to (8) above based on age determined by the Trustees provided that no age range of a Sub-Class can be less than five (5) years.

In the event a beneficiary is a member of more than one Class or Sub-Class, the Trustees have the power to limit to a maximum the actual amount to be distributed to that beneficiary in any annual distribution.

Except for beneficiaries with special medical, educational or economic needs, the Trustees must divide equally the distribution within any Class or Sub-Class.

ARTICLE 18:

TAXATION

This Article addresses the issue of income taxation of those lands and monies transferred by Canada to Nunavik Inuit under the NILCA.

With respect to the capital transfer monies and implementation monies, there shall be no income tax or any other tax on any capital transfers and on any implementation monies or funds paid by Canada to Makivik or the Nunavik Inuit Trust. However, any income paid to individual Nunavik Inuit from the NIT will be subject to income taxation by the recipient.

With respect to income from Nunavik Inuit Lands, any rents or other revenues or gains from Nunavik Inuit lands shall be taxable under general laws. However, if Nunavik Inuit lands (or any depreciable property like a building) are ever disposed of and the disposition is: (a) to a Nunavik Inuk; or (b) to another MDO within ten (10) years of vesting in Makivik, there shall be deemed to have been no capital gain (and therefore no capital gain tax on such transfer).

ARTICLE 19:

REAL PROPERTY TAXATION

The purpose of this Article is to address taxation of real property (land and buildings and physical improvements to lands).

The general rule here is that there will be no property tax of any kind assessed or charged on the value of Nunavik Inuit lands.

However, if physical improvements (i.e., buildings, infrastructure) are made to Nunavik Inuit lands, then such Nunavik Inuit lands with improvements (an area up to four (4) times the total ground area of the improvements only) will be subject to property taxation (i.e., territorial or municipal taxes).

But the term 'improvements' to land will not include:

- improvements resulting from Government or public activity (i.e., a road); or
- any non-commercial structures associated with wildlife harvesting, including cabins, tent frames, camps, chaps, caches, and weirs; or
- any non-commercial structures associated with any other traditional activity.

ARTICLE 20:

ARCHAEOLOGY

This Article sets out the responsibilities for how archeology will be conducted in the NMR and the ownership and maintenance of archeological specimens.

PERMITTING

- All requests for archeological investigations are forwarded to an MDO. The MDO can object. The permit must be rejected if the MDO demonstrates that there are inadequate efforts to involve and benefit Inuit or that it is agreed that the site is of religious or spiritual significance.
- If the permit is agreed to, the MDO can attach reasonable conditions, including that all specimens be left at the site, or that they be submitted to the MDO or a government agency.

TITLE

- The Inuit can determine what happens to all materials found on Nunavik Inuit Lands (80% of the area).
- Government and Inuit will 'jointly own' all archeological specimens.
- Government and Inuit jointly consent to any long-term decision for any specimen – such as a long-term loan to a museum.
- An MDO can request possession of any specimen found within the NMR or existing in any government collection. This request can be refused only if certain conditions are clearly not met – such as the ability to care for the specimen.

HUMAN REMAINS AND BURIAL OBJECTS

- A special arrangement has been made with the Museum of Civilization to repatriate, upon request by Makivik, all human remains and burial objects held in their collection.
- Any human remains or burial objects associated with Nunavik Inuit found after the ratification of NILCA cannot be disturbed without the written consent of Inuit.
- If Inuit agree that these objects need to be disturbed, then the Inuit will determine the conditions for removal and reburial or other decision.

ARTICLE 21:

ETHNOGRAPHIC RESOURCES AND ARCHIVAL RECORDS

This Article concerns materials such as photographs, books, explorers' journals and other documents.

- The MDO can request a loan of any specimen originating from within the NMR or existing in any government collection. This request can be refused only if certain conditions are clearly not met – such as the ability to care for the object.
- The Government of Nunavut must consult with Nunavik Inuit prior to any place name changes in the NMR with a view to ensuring the Nunavik Inuit names are used.

ARTICLE 22:

MAKIVIK DESIGNATED ORGANIZATIONS (MDOs)

The purpose of this Article is to enable Makivik to designate Nunavik Inuit organizations [here called Makivik Designated Organizations (MDOs)] other than itself to be responsible for a power, function, duty or authority that Makivik would otherwise be responsible for under the NILCA. In this manner, Makivik could delegate some of the work and responsibilities associated with implementing the NILCA.

For example, Makivik might designate Avataq Cultural Institute as an MDO to be responsible for the Articles in the NILCA regarding Archaeology and Ethnography since it is most knowledgeable in these areas.

Every MDO has to operate in an accountable manner and under the democratic control of Nunavik Inuit.

Moreover, Makivik can at any time revoke an MDO designation if it is not satisfied that it was properly carrying out its powers and duties.

ARTICLE 23:

IMPLEMENTATION

This Article sets out the process for monitoring the implementation of NILCA. Unlike the JBNQA, there is an implementation process and funding package directly attached to the treaty. The process is guided by a series of principles, such as:

- Implementation shall reflect the objective of encouraging self-reliance and the cultural and social well being of Nunavik Inuit.
- Provide the institutions created by NILCA with sufficient money and other resources to carry out their duties.

An Implementation Plan was developed and is attached to the NILCA. It sets out all the planning assumptions, responsibilities, timelines and funding requirements for the first 10 years. All funding commitments are legally binding. For the first 10-year period, annual funding in the order of \$3.2 Million will be provided by government.

An Implementation Committee will be established no later than 3 months after ratification of NILCA. It will be composed of 1 member from Makivik, 1 from the Government of Canada and 1 from the Government of Nunavut. The main responsibilities of this Committee are:

- Oversee and guide implementation of NILCA
- Monitor the Implementation Plan
- Attempt to resolve any implementation disputes
- Make recommendations for needs after the first 10-year planning period

In order to assist Inuit in meeting their implementation responsibilities for the NMR and Labrador, and to carry out Makivik's objectives, \$37,904,718 of funding will be provided over a 3-year period as follows: (some of this money flows to the NIT and some to Makivik)

	Portion to NIT	Portion to Makivik	TOTAL
At ratification:	\$1,322,900	\$12,769,612	\$14,092,512
Year 1	1,322,900	6,614,502	7,937,402
Year 2:	1,322,900	6,614,502	7,937,402
Year 3:	1,322,900	6,614,502	7,937,402
TOTAL:	\$5,291,600	\$32,613,118	\$37,904,718 *

* Note: Of this money, \$30 Million is referred to for political reasons in this Chapter as 'Implementation funding' but in fact is actually 'capital transfer'. This total also includes \$5 Million as a one-time implementation funding and \$1 Million for the Tornqat Park Impact Benefit Agreement.

ARTICLE 24:

DISPUTE RESOLUTION PROCESS

The purpose of this Article is to provide the parties to the NILCA with a dispute resolution mechanism - in this case an arbitration process – as an alternative to having to use the courts to resolve disputes over interpretation of the NILCA if they should arise in future. Resolving disputes through the courts can be very costly in terms of both money and time. Consequently, the parties to the NILCA decided to include an alternative dispute resolution process to that of the courts.

This arbitration process can only apply to the following matters:

- those matters specifically designated in the Agreement as having to be resolved by arbitration; and
- any matters arising from the Agreement when Makivik and Government agree to be bound by an arbitration decision.

The way this arbitration process operates is basically as follows:

- arbitration is initiated by one party to the dispute sending a written notice to the other explaining the dispute and relief sought and naming an arbitrator;
- within thirty (30) days of receiving this above notice, the other party to the dispute sends a reply and names its arbitrator;
- The two arbitrators then agree upon selection of a third arbitrator. If the two arbitrators cannot agree on who the third arbitrator should be, then the court is asked to appoint such third arbitrator;
- The three (3) arbitrators then proceed to arbitrate the dispute within forty-five (45) days of the naming of the third arbitrator;
- The decision of the arbitrators is final and binding and cannot be appealed (unless the arbitrators can be shown to have erred in law or exceeded or refused to exercise their jurisdiction).

ARTICLE 25:

RATIFICATION PROCEDURE FOR THE FINAL AGREEMENT

NILCA will be ratified when:

1. A full majority (50% + 1 of all eligible voters) approve the Agreement through a ratification vote and it is signed by duly appointed officers of Makivik

and then

2. A Minister in the Government of Canada signs the Agreement and legislation is passed by Parliament bringing the Agreement into force.

ARTICLE 26:

OTHER ABORIGINAL PEOPLES

The purpose of this Article is two-fold:

- to make it clear that the treaty rights in the NILCA are only for Nunavik Inuit and those aboriginal peoples with whom Nunavik Inuit have overlap arrangements [i.e., Inuit of Nunavut (Article 27); Crees of Eeyou Istchee (Article 28); and Labrador Inuit (Article 29)]; and
- to make it clear that the NILCA only provides certainty for the Crown in regard to Nunavik Inuit aboriginal and treaty rights and not in regard to any other aboriginal peoples.

ARTICLE 27:

RECIPROCAL ARRANGEMENTS BETWEEN NUNAVIK INUIT AND INUIT OF NUNAVUT

The purpose of this Article is to provide rights reciprocal to Article 40 under the Nunavut Land Claims Agreement (NLCA). It will be recalled that Article 40 of the NLCA sets out the ownership arrangements for the areas of equal use and occupancy between Nunavik Inuit and Inuit of Nunavut. Basically then this Article reproduces the text of Article 40 of NLCA but with textual references now to both the NLCA and the NILCA.

This Article as well as Article 40 of NLCA contain reciprocal rights for Nunavik Inuit and Inuit of Nunavut as follows:

- to provide for the continuation of harvesting by each Group in areas traditionally used and occupied by it, regardless of land claims agreement boundaries;
- to identify areas of equal use and occupancy between the Two Groups and with respect to such areas, to provide for:
 - joint ownership of lands by the Two Groups;
 - sharing of wildlife and certain other benefits by the Two Groups;
 - participation by the Two Groups in regimes for wildlife management, land use planning, impact assessment and water management in such areas; and
- to provide cooperation and good relations between the Two Groups and among the Two Groups and Government.

The attached map shows the areas of equal use and occupancy (overlap areas) of Nunavik Inuit and Inuit of Nunavut.

ARTICLE 28:

RECIPROCAL ARRANGEMENTS BETWEEN NUNAVIK INUIT AND THE CREES OF EYYOU ISTCHEE

This Article incorporates the Overlap Agreement that was made between Nunavik Inuit and the Cree in 2002. It was agreed that the entire Overlap Agreement would be reproduced in NILCA.

THE OVERLAP AREA

There is a Joint Zone, and Inuit Zone and a Cree Zone. Together they create the Overlap Area. (See attached map)

WILDLIFE HARVESTING

Both groups can harvest according to their traditions throughout the Overlap Area. In each other's Zones, each group must reach agreement before any commercial activity can take place. When setting total harvest levels, the needs of each group must be taken into account.

LAND OWNERSHIP

The Inuit and Cree will jointly own all islands in the Joint Zone. The Inuit will own the lands in the Inuit Zone. The Cree will own lands in the Cree Zone with the exception of Grass Island, Governor Island, Sam Island and Seal Islands that will be owned by the Inuit.

OTHER INTERESTS

All revenues or other benefits from development shall be shared in the Joint Zone. If either group wants to engage in development in the Joint Zone, consent of the other group is needed.

WILDLIFE AND LAND MANAGEMENT

In the Joint Zone, the management regimes of each final Agreement shall apply. Until such time as the Cree get their final agreement, they will be represented on the Inuit boards.

When making decisions in the Inuit Zone that may affect the interests of the Cree, Inuit agree that Cree will participate in the decision-making. The same will be the case when decisions are made in the Cree Zone that may affect the interests of Inuit.

The wildlife and land management boards created under NILCA shall not have jurisdiction in the Cree Zone.

ARTICLE 29:

NUNAVIK INUIT RIGHTS AND INTERESTS IN LABRADOR

The purpose of this Article is to set out the treaty rights in the NILCA guaranteed to Nunavik Inuit respecting the Labrador mainland.

There was a bilateral Makivik/LIA Overlap Agreement executed in November 2005 concerning the overlapping rights and interests of Nunavik Inuit and Labrador Inuit, and area offshore Labrador and Quebec. Based upon what Nunavik Inuit and LIA agreed to in this Overlap Agreement, Nunavik Inuit rights (and Labrador Inuit rights) to part of the NMR (in Ungava Bay) and in Labrador and part of the area offshore Labrador are incorporated into the NILCA and eventually by amendment into the LIA treaty.

In the NILCA, Article 29 confirms in clear terms the treaty rights of Nunavik Inuit in Labrador and part of the area offshore Labrador (which is also shared with Labrador Inuit). The attached map shows this area as the 'LISA Portion of the overlap area'.

Nunavik Inuit rights in this area are as follows:

- HARVESTING

Nunavik Inuit have the right to harvest plants, fish and aquatic plants. The Nunatsiavut Government (Labrador Inuit Government) must take into account historic and current harvesting of a species or population by both Nunavik Inuit and Labrador Inuit when recommending any Inuit harvest level for a species or population.

- CARVING STONE

Nunavik Inuit have the right to extract carving stone. This right includes the right to remove and transport carving stone from Labrador to Québec;

- ARCHAEOLOGICAL RESOURCES

Nunavik Inuit shall have the same rights as Labrador Inuit with respect to the treatment of archaeological materials, archaeological sites, and cultural materials. More specifically, the title to and management of all Nunavik Inuit archaeological material found is/will be vested jointly in Makivik and Canada. Neither party can dispose of this material without the prior written agreement of the other.

Prior to issuing a permit to conduct archaeological activity in the Torngat Mountains National Park Reserve, Parks Canada, as the permitting authority, must consult Makivik as to whether or not a permit should be issued and, if so, upon what terms and conditions;

- HUMAN REMAINS, BURIAL SITES AND SITES OF RELIGIOUS OR SPIRITUAL SIGNIFICANCE

Nunavik Inuit shall have the same rights as Labrador Inuit with respect to the treatment of human remains and sites of religious or spiritual significance determined by Nunavik Inuit and Labrador Inuit to be of Nunavik Inuit origin. More specifically, this means that the relevant federal Minister has to consult Nunavik Inuit prior to issuing a permit authorizing any disturbance of such a site;

- PLACE NAMES

Canada has to consult Nunavik Inuit with respect to place names in the same manner as they would consult Labrador Inuit under the NILCA;

- TORNGAT NATIONAL PARK RESERVE

Nunavik Inuit will participate in the management and benefits of the Torngat Mountains National Park Reserve and Park through a Parks Impact and Benefits Agreement (PIBA) between Parks Canada and Makivik. The PIBA shall be a separate agreement (contract) and not form part of the NILCA. The PIBA shall be comparable to the PIBA signed by Parks Canada and LIA for the same park which addresses the subject of park management, businesses and employment.

The portion of the overlap area in Labrador and the area offshore Labrador including the Torngat Park boundaries cannot be changed without the consent of Nunavik Inuit.

ARTICLE 30:

COMMERCIAL FISHING AND AQUATIC PLAN GATHERING OFFSHORE LABRADOR

This Article sets out commercial rights for Nunavik Inuit in the area 12-40 nautical miles offshore of Labrador (*fishing area*) and from approximately 40-200 nautical miles (*area adjacent to the fishing area*).
[See Schedule 30-3 attached]

In the fishing area:

- If the Minister decides to issue more commercial licenses for scallops, Atlantic salmon and arctic char, the Minister shall offer 10% of those licenses to Nunavik Inuit.
- For species listed on Schedule 30-1, if the Minister decides to offer commercial fishing licenses or for species not previously fished, 10% shall be offered to Nunavik Inuit.
- 10% of commercial licenses for aquatic plants shall be offered to Nunavik Inuit.

In the area adjacent to the fishing area:

- For species listed on Schedule 30-2, if the Minister decides to offer commercial fishing licenses for species not previously fished, or more commercial licenses, 10% shall be offered to Nunavik Inuit.
- If the Minister decides to issue more commercial licenses for shrimp, the Minister shall offer access to Nunavik Inuit to 8.8% of the quantity available to be harvested.
- 10% of commercial licenses for aquatic plants shall be offered to Nunavik Inuit.