

A Contract Relating to the Implementation of the Nunavut Final Agreement



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada



A CONTRACT RELATING TO THE
IMPLEMENTATION
OF THE
NUNAVUT FINAL AGREEMENT

© **Published under the authority of the**

Hon. Tom Siddon, P.C., M.P.,
Minister of Indian Affairs and
Northern Development,
Ottawa, 1993.

QS—8485—000—EE—A1 ® 7/99)

Catalogue No. R32—135/1993E

ISBN 0—662—20775—0

Minister of Supply and Services Canada

A Contract Relating to the Implementation of the
Nunavut Final Agreement

Between

the Inuit of the Nunavut Settlement Area as represented by
the Tungavik Federation of Nunavut (“Inuit”)

and

the Government of Canada, as represented by the
Minister of Indian Affairs and Northern Development
(“Government of Canada”)

and

the Government of the Northwest Territories as represented by the
Minister responsible for Intergovernmental and Aboriginal Affairs
(“Territorial Government”)

Contents

General Provisions

Schedule 1 Implementation Worksheets

Schedule 2 Implementation Funding

Schedule 3 Implementation Guidelines
For Institutions of
Public Government

Schedule 4 Budget Estimates For
Institutions of Public
Government

Schedule 5 Terms of Reference
For Transition Teams

Schedule 6 General Communication
and Education Strategy

WHEREAS the Inuit of the Nunavut Settlement Area and Her Majesty in Right of Canada entered into an Agreement-in-Principle on April 30, 1990 dealing with land and resource ownership, land and resource management, political development and other issues of mutual concern;

AND WHEREAS negotiations will result in the conversion of the Agreement-in-Principle into a final and binding Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada;

AND WHEREAS in accordance with Article 37 of the Nunavut Final Agreement d Implementation Plan has been negotiated and approved, in the form of a contract, by Inuit, the Government of Canada, and the Territorial Government, hereinafter referred to as “the parties”;

NOW THEREFORE, IN CONSIDERATION OF THE CONCLUSION OF THE NUNAVUT FINAL AGREEMENT, WITH ITS VARIOUS RIGHTS AND OBLIGATIONS, AND FURTHER IN CONSIDERATION OF THE RIGHTS AND OBLIGATIONS FLOWING FROM THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

Part 1: Interpretation

1.1 In this Contract, unless the context indicates otherwise,

“Arbitration Board” has the same meaning as in the Nunavut Final Agreement;

“constant dollar” means a unit of purchasing power equal to the value of one dollar in a specified year;

“Contract” means this entire contract including its schedules; “date of ratification” has the same meaning as in the Nunavut Final Agreement;

“fiscal year” means the year beginning April 1 of one calendar year and ending March 31 of the following calendar year; “Government” means the Government of Canada or the Territorial Government or both, as the context requires, depending on their jurisdiction and the subject matter referred to, or as determined pursuant to Section 1.1.6 of the Nunavut Final Agreement;

“Implementation Panel” has the same meaning as in the Nunavut Final Agreement;

“initial planning period” means the period commencing on the date of ratification and expiring on the tenth anniversary of the date of ratification;

“institutions of public government” means the NWMB and the other institutions of Public government identified in Article 10 of the Nunavut Final Agreement;

“NIRB”, “NPC”, “NWB”, and “NWMB” have the same meaning as in the Nunavut Final Agreement;

“IPWG” means the working group consisting of federal government, territorial government and TFN representatives established to develop the implementation plan;

“Nunavut Final Agreement” means the land claims agreement titled Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty in Right of Canada that was subject to the Inuit ratification vote of November 3 to 6, 1992, including any amendments thereto;

“planning period” in relation to a planning period after the initial planning period, means a period of at least five years unless agreed otherwise by the Parties;

“Organization” has the same meaning as in the Nunavut Final Agreement;

“parties” mean the Inuit of the Nunavut Settlement Area, the Government of Canada, and the Territorial Government;

“SRT” means the Surface Rights Tribunal as defined in the Nunavut Final Agreement;

“Territorial Government” means the Government of the Northwest Territories, or any successor government or governments, having jurisdiction over all or part of the Nunavut Settlement Area;

“Tungavik” has the same meaning as in the Nunavut Final Agreement;

“year” means the calendar year beginning on the date of ratification of the Nunavut Final Agreement or anniversary thereof.

- 1.2 The terms used in the Schedules have the same meanings as in the Nunavut Final Agreement in respect of the provisions to which they relate.
- 1.3 The Contract shall be interpreted so as to promote the implementation of the Nunavut Final Agreement, and to avoid conflict or inconsistency with the provisions of the Nunavut Final Agreement.

- 1.4 Without limiting the generality of Section 1.3, the Contract shall be interpreted in accordance with the principles and purposes set out in Sections 37.1.1 and 37.2.2 of the Nunavut Final Agreement.
- 1.5 The provisions of the Contract identifying the obligations of any Minister, official or agent of the Crown on behalf of the Government of Canada or the Territorial Government shall not be interpreted so as to derogate from the obligations of Her Majesty under the Nunavut Final Agreement or so as to alter, directly or indirectly the respective jurisdictions of the Government of Canada and the Territorial Government.
- 1.6 For greater certainty, any responsibility assigned in Schedule 1 to Inuit, the Tungavik, an Organization or any body established solely by Inuit or a DIO shall be an obligation under the Contract of Inuit as represented by the Tungavik and shall not be an obligation of the Government of Canada or the Territorial Government.
- 1.7 For greater certainty, all rights and obligations of Inuit under this Contract may be enforced by and against the Tungavik.

Part 2: Status of Contract

- 2.1 The Contract and any amendment constitutes the Implementation Plan identified in Part 2 of Article 37 of the Nunavut Final Agreement.
- 2.2 Subject to Sections 2.3 to 2.7, the schedules to the Contract form an integral part of the Contract.
- 2.3 In Schedule 1:
 - a) the text in each worksheet under the heading “Obligation, Activity, Project” constitutes the primary provisions of the Agreement to which the activities in that worksheet relate but are not intended to represent the only relevant provisions in relation to those activities;
 - b) the inclusion of the text under the headings “Participant/Liaison” and “Referenced Clauses” is intended solely to facilitate the utilisation of Schedule 1 as a planning tool and is not to be used to affect or interpret the obligations of the parties under the Contract;
 - c) the Planning Assumptions shall be of interpretive value only; and
 - d) any qualification in the Nunavut Final Agreement relating to any obligation described in the Schedule shall apply to that obligation.

- 2.4 The Implementation Guidelines of Schedule 3 shall be of interpretive value only.
- 2.5 For the purpose of paragraph 2.3(c) and Section 2.4, “interpretive value” means that the text referred to indicates the common understanding of the parties to the preferred approach to implementation issues or processes but does not bind the parties or any person or organization to any particular course of action.
- 2.6 The Budget Estimates of Schedule 4 illustrate the assumptions made by the parties in determining the level of financial and human resources sufficient for the institutions of public government to carry out the duties identified in the Nunavut Final Agreement and shall be of interpretive value only.
- 2.7 For the purpose of Section 2.6, “interpretive value” means that the Budget Estimates are not intended to bind the institutions of public government to budget in the same manner but rather indicate one way in which they may structure their budgets within the funding levels identified in Part 1 of Schedule 2.
- 2.8 The Contract does not form part of the Nunavut Final Agreement and is not intended to be a land claims agreement within the meaning of Section 35 of the Constitution Act, 1982.

Part 3: Undertakings and Fulfilment of Obligations

- 3.1 Each party shall act in good faith to honour and carry out its obligations under the Contract.
- 3.2 Nothing in the Contract shall restrict the authority of a Government to transfer the responsibility for an obligation from one of its Ministers or government organizations to another of its Ministers or government organizations but such transfer shall not abrogate or derogate from any rights of Inuit under the Contract. For greater certainty, the mere fact of a transfer shall not, in itself, be deemed an abrogation or derogation of Inuit rights under the Contract.
- 3.3 Nothing in the Contract shall restrict the authority of the Government of Canada to devolve or transfer powers or jurisdiction to the Territorial Government but such devolution or transfer shall not abrogate or derogate from any rights of Inuit under the Contract. For greater certainty, the mere fact of devolution or transfer shall not, in itself, be deemed an abrogation or derogation of Inuit rights under the Contract.

Part 4: Transition Period for NPC, NIRB, and NWB

- 4.1 Transition Teams in relation to each of the NPC, NIRB, and the NWB shall be established in accordance with Sections 4.2 and 4.3 to perform activities in the period before the institutions are established to enable the institutions to be as operational as possible upon the date of establishment of the institutions.
- 4.2 Members of each Transition Team, including the chairpersons, will be named as members in a similar manner as the appointments provided in Sections 11.4.5, 11.4.10, 12.2.6, and 13.3.1 of the Nunavut Final Agreement. For the purpose of this Section, the Minister of Intergovernmental and Aboriginal Affairs shall exercise all nominating and appointing functions on behalf of the Territorial Government and the Minister of Indian Affairs and Northern Development shall exercise all functions on behalf of the Government of Canada.
- 4.3 Each Transition Team will, after the Implementation Panel has approved its application for incorporation, incorporate itself as a society under the territorial Societies Act.
- 4.4 The Terms of Reference for each Transition Team are specified in Schedule 5 and may be amended by the Implementation Panel following consultation with the Transition Team.
- 4.5 The Implementation Panel will oversee and provide direction to Transition Teams.
- 4.6 Upon the establishment of the institution to which it relates, each Transition Team will cease to exist subject to any administrative requirements relating to the dissolution of the society as specified in laws of general application.

Part 5: Implementation Funding

- 5.1 The Government of Canada shall provide the amounts identified in Part 1 of Schedule 2 to the institutions of public government for the initial planning period and the provision of those amounts and the amount identified in Section 5.16 represents the fulfilment of the Government of Canada's obligation to provide funding to each of those institutions for the exercise by it of the functions referred to in the Nunavut Final Agreement and the Contract for the initial planning period.
- 5.2 The amounts identified in Part 2 of Schedule 2 represent the Government of Canada's implementation funding commitment to cover the costs to establish and support the operations of each of the Transition Teams in years 1 and 2.

- 5.3 Recognizing that years 1 to 10 will be unlikely to coincide with fiscal years and that the recipients of the annual amounts identified in Parts 1 to 4 of Schedule 2 will need to budget on a fiscal year basis, those amounts will be allocated at the time of ratification to fiscal years in the manner described in Section A of Part 5 of Schedule 2. Upon verification of the calculations by the Implementation Panel, the fiscal year allocations will be deemed to replace the amounts in Parts 1 to 4 of Schedule 2.
- 5.4 The fiscal year allocations as calculated under Section 5.3, will be subject to annual adjustments in the manner described in Section B of Part 5 of Schedule 2.
- 5.5 Upon the establishment of the NPC, NIRB or the NWB, any unexpended amount identified in Part 2 of Schedule 2 in respect of its Transition Team shall be reallocated to that institution.
- 5.6 In the event legislation establishing the NPC, NIRB, or the NWB is not in force by the end of year 2, any of the amount identified in Part 1 of Schedule 2 for that institution for year 3 may be reallocated by the Implementation Panel for the continued operation of the Transition Team for that institution during Year 3 until the establishment of the institution.
- 5.7 The Government of Canada shall provide the Territorial Government with funding in the amounts identified in Part 3 of Schedule 2 to assist the Territorial Government in fulfilling its responsibilities under the Contract for the initial planning period. This funding shall be provided in accordance with further funding arrangements established between the Government of Canada and the Territorial Government.
- 5.8 Part 4 of Schedule 2 and the funding allocations in the worksheets of Schedule 1 represent allocations that the Territorial Government will make of the overall funding provided under Section 5.7 for the initial planning period. The Territorial Government may reallocate this funding as it deems appropriate for the purpose of fulfilling its responsibilities under the Contract. The Territorial Government's ability to reallocate this funding is limited to reallocation within any fiscal year.
- 5.9 The Government of Canada's obligation to provide implementation funding in the amounts identified in Schedule 2 shall not diminish in any way:
- a) the obligation of Her Majesty in Right of Canada to fulfil the financial aspects of the obligations in the Nunavut Final Agreement other than the obligations referred to in Sections 5.1, 5.7 and 5.19; and

- b) the obligation to negotiate for the purpose of determining the amounts of funding pursuant to Section 8.1.

5.10 The Government of Canada shall establish funding arrangements further to the arrangements in this Contract with each of the institutions of public government consistent with Sub-section 37.1.1(e) of the Nunavut Final Agreement and, following the establishment of each Transition Team as a society, with each such Team. The funding arrangements shall specify the manner and timing of payments and may provide for an annual payment or a schedule of payments within any one year. Payments under the funding arrangements are conditional on the approval of the budgets.

5.11 Payments under the funding arrangements shall begin as soon as possible after the establishment of the institution or the Transition Team and the approval of its first budget.

5.12 Each institution of public government shall be provided the degree of flexibility within its funding arrangements to allocate, reallocate and manage funds within its approved budget no less than that generally accorded to comparable agencies of government. Such arrangements shall be consistent with the provisions of the Contract and, for greater certainty, shall accommodate the exercise of powers of the Implementation Panel as described in Section 6.2.

5.13 For greater certainty, authority of a Minister or Minister*s delegate to approve a proposed budget shall not be exercised so as to reduce the commitments under Sections 5.1 and 5.12.

5.14 Notwithstanding Section 5.1, the Government of Canada shall, in accordance with budgets approved in the manner described in Section 5.15, provide funding for the costs of hearings that the NWB and the SRT and reviews that NIRB are required by law to conduct, including the costs of:

- a) the travel, accommodation, expenses and honoraria of members travelling and attending hearings and reviews;
- b) translation and interpretation services;
- c) facilities and equipment;
- d) preparation and distribution of transcripts;
- e) legal counsel; and
- f) staff expenses, where travel is required.

- 5.15 For the purpose of obtaining funding under Section 5.14, NIRB, the NWB and the SRT shall be required to submit budgets for hearings and reviews to the Implementation Panel for review. The budgets shall be forwarded to the appropriate Minister or Minister*s delegate by the Implementation Panel with any recommendations of the Panel and are subject to the approval of the Minister or Minister*s delegate.
- 5.16 Pursuant to Section 5.5.2 of the Nunavut Final Agreement, the Government of Canada shall make a single payment of \$500,000 to the NWNB at the commencement of Year 1 for the Inuit Bowhead Knowledge Study. The allocation of those funds for that purpose in any fiscal year and any reallocation to another fiscal year for that purpose is at the discretion of the NWMB.
- 5.17 The Government of Canada shall provide the NWMB with a single payment of \$11 million at the commencement of Year 1 for the establishment of a Wildlife Research Fund to pay for the conduct of research proposed by the Government of Canada or the Territorial Government and approved by the NWMB. The allocation of those funds for that purpose in any fiscal year and any reallocation to another fiscal year for that purpose is at the discretion of the NWNB.
- 5.18 The Government of Canada shall provide the sums of \$478,000 in Year 1 and \$380,000 in Year 2 (1992 constant dollars) for the expenses incurred for the establishment and work of the interim Enrolment Committees, and the work of the Appeals Committee in those years and the provision of those amounts represents the fulfilment of the Government of Canada*s obligation to provide funding pursuant to Section 35.8.1.
- 5.19 The Government of Canada shall provide the amounts identified in Part 1A of Schedule 2 to the Arbitration Board for the initial planning period by way of contribution agreements following review and approval of annual budgets by Government and the provision of those amounts represents the fulfilment of the Government of Canada*s obligation to provide funding to the Board under Section 38.1.7 of the Nunavut Final Agreement for the initial planning period. This funding is exclusive of any cost to Government of the provision of staff and any office.

Part 6: Implementation Panel

- 6.1 Each party shall participate in good faith in the Implementation Panel in accordance with Article 37 of the Nunavut Final Agreement.
- 6.2 The Implementation Panel may, without requiring an amendment to the Contract:
- a) revise the timing of activities set out in Schedule 1;

- b) reallocate resources identified in Parts 1 and 1A of Schedule 2 within any fiscal year; and
- c) reallocate resources identified in Schedule 2 from one fiscal year to the following fiscal year within the planning period consistent with government budgetary processes.

Part 7: Dispute Resolution

- 7.1 Where a dispute arises between two parties, or among all parties, on any matter concerning the interpretation, application or implementation of the Contract, and the parties agree to be bound by the decision of an Arbitration Panel, a party may refer the matter to the Arbitration Board.
- 7.2 Nothing in Section 7.1 is intended to prevent or inhibit a party:
 - a) from seeking and securing an alternate legal remedy that is available; or
 - b) from referring the dispute to the Implementation Panel for resolution in accordance with Sub-section 37.3.3(e) of the Nunavut Final Agreement.

Part 8: Implementation Funding for Following Planning Periods

- 8.1 Without in any way limiting the funding obligations of Government, at least one year prior to the expiry of any planning period, the parties shall enter into negotiations for the purpose of determining the amounts of funding that shall be provided under the Contract to implement the Nunavut Final Agreement in the following planning period.

Part 9: Amendment of Contract

- 9.1 The Contract may be amended only with the written consent of each party.
- 9.2 The parties shall consider whether to amend the Contract as a result of any recommendation from the Implementation Panel following any review conducted pursuant to Sub—section 37.3.3(b) of the Nunavut Final Agreement.

Part 10: Coming into Force and Term

- 10.1 The Contract shall come into force on the date of ratification and, in the absence of the ratification of the Nunavut Final Agreement, the Contract shall be null and void.
- 10.2 The Contract shall be of indefinite duration and may be terminated only upon written consent of each party.

ON BEHALF of the Government of Canada:

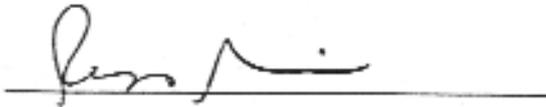


Witness



Minister,
Indian Affairs and Northern
Development

ON BEHALF of the Government of the Northwest Territories:

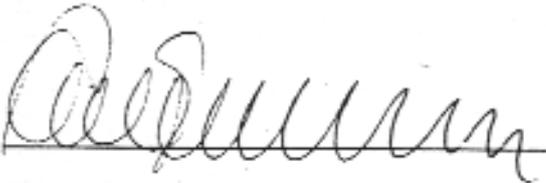


Witness



Minister,
Intergovernmental and Aboriginal
Affairs

ON BEHALF of the Inuit of the Nunavut Settlement Area:



Witness



President,
Tungavik Federation of Nunavut

SIGNED in *Iqaluit*, Northwest Territories, on the 25 day of May 1993.

Schedule 1
Implementation Worksheets

Subject: GENERAL

Obligation, Activity, Project: Designation of Government

1.1.6 Without diminishing or otherwise altering the responsibilities of Her Majesty The Queen in Right of Canada under the Agreement, where, in the Agreement, it is unclear from the context which Government is to perform a function or where the context indicates that both Governments are to perform a function, without abrogating or derogating from their obligations under the Agreement or altering their respective jurisdictions, the two Governments may designate one of them to perform that function on behalf of the other or both. The DIO shall be given notice of such designation.

Management Responsibility:

DIAND
IAA
Tungavik

Participant/Liaison:

DIO

Referenced Clauses:

1.1.7; 2.10.2

ACTIVITIES	RESPONSIBILITY	TIMING
Establish internal operating procedures to identify designations	DIAND, IAA	Ongoing
Advise DIAND of DIO to be notified	Tungavik	Ongoing
Notify DIO in writing of designations	DIAND	Ongoing
Correspondence to DIO in Inuktitut and/or English as appropriate	DIAND	Ongoing

Planning Assumptions:

- . Pursuant to 2.10.2, when powers/jurisdiction between government are transferred, notice will be given to DIO.
- . DIAND coordinates designations and advises DIO.

Funding:

- . Refer also to Schedule 2 Part 4 IAA General
- . Refer also to Schedule 2 Part 4 DOJ General

Subject: UNDERTAKINGS AS TO FURTHER LEGISLATIVE ACTION

Obligation, Activity, Project: Consultation

2.6.1 Government shall consult closely with a DIO in the preparation of any legislation proposed to implement the Agreement, including any amendments to implementing legislation.

Management Responsibility:

DIAND
DOJ (Federal)
IAA
DOJ (Territorial)
Tungavik/TFN

Participant/Liaison:

Other federal departments and agencies that may propose legislation relating to the implementation of the Agreement.

Other territorial departments and agencies that may propose legislation relating to the implementation of the Agreement.

DIO

Referenced Clauses:

2.12.2; 2.12.3; Article 10; 37.3.3

ACTIVITIES	RESPONSIBILITY	TIMING
Identify legislation and develop consultation processes to review such legislation or subsequent amendments	DIAND, DOJ (Federal), IAA, DOJ (Territorial), Tungavik/TFN	As required
Advise DIAND and IAA of DIO to be consulted	Tungavik/TFN	As required
Consult closely with DIO in accordance with process established	DIAND, DOJ (Federal), IAA, DOJ (Territorial), Tungavik/TFN	As required

Planning Assumptions:

- . References to TFN apply only to pre-settlement legislation period
- . DIAND co-ordinates federal legislation and consultation process
- . IAA/DOJ (Territorial) co-ordinates territorial legislation and consultation process

Funding:

- . Refer also to Schedule 2 Part 4 IAA General
- . Refer also to Schedule 2 Part 4 DOJ General

Subject: LANGUAGES OF THE AGREEMENT

Obligation, Activity, Project: Inuktitut, English and French Versions

2.8.1 There shall be Inuktitut, English and French versions of the Agreement. The English and French versions shall be the authoritative versions.

Management Responsibility:

DIAND
TFN, Tungavik

ACTIVITIES	RESPONSIBILITY	TIMING
Publish English version of Agreement	DIAND	ASAP following date of ratification
Translate Inuktitut versions of Agreement	TFN	Before publication
Publish Agreement in Inuktitut	DIAND	ASAP following date of ratification
Translate French version of Agreement	DIAND	Prior to date of ratification
Verify French version of Agreement	TFN	Prior to date of ratification
Publish French version of Agreement	DIAND	ASAP following date of ratification
Translate amendments of Agreement	DIAND	As required
Verify translation of amendments	Tungavik	As required
Distribute amendments	DIAND	As required
Reprint all versions	DIAND	As required

Planning Assumptions:

DIO to provide DIAND Implementation Secretariat with distribution lists

Funding:

TFN has received funding to translate Inuktitut versions of Agreement and to cover their costs of verifying English and French versions of Agreement. Further costs of translating, verifying, publishing and reprinting Agreement will be the responsibility of DIAND.

Subject: GOVERNMENTAL POWERS

Obligation, Activity, Project: Transfers of Powers Within Same Government

2.10.1 Any power vested in a Minister of the Government of Canada or in a Minister of the Executive Council of the Territorial Government, pursuant to the provisions of the Agreement, may be transferred to another Minister of the Government of Canada, or to another Minister of the Executive Council of the Territorial Government, respectively. A DIO shall be given notice of such transfer.

Management Responsibility:

DIAND
IAA
Tungavik

Participant/Liaison:

DIO

Referenced Clauses:

2.10.2; 37.3.3

ACTIVITIES	RESPONSIBILITY	TIMING
Advise DIAND and IAA of DIO to be notified	Tungavik	As required
Establish interdepartmental processes for identifying transfers subject to this article and notify DIO in writing of these transfers	DIAND, IAA	As required
Correspondence to DIO in Inuktitut and/or English as appropriate	DIAND, IAA	As required

Funding:

Refer also to Schedule 2 Part 4 IAA General

Subject: GOVERNMENTAL POWERS

Obligation, Activity, Project: Identification of Government Official

2.10.4 Without diminishing or otherwise altering the responsibilities of Her Majesty The Queen in Right of Canada under the Agreement, where the 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 Territorial Government, may designate a person or body to exercise that function on its behalf or authorize a Minister to make such a designation. A DIO shall be given notice of such designation.

Management Responsibility:

Tungavik
DIAND
IAA

Participant/Liaison:

DIO

Referenced Clauses:

37.3.3

ACTIVITIES	RESPONSIBILITY	TIMING
Advise DIAND and IAA of DIO to be notified	Tungavik	As required
Establish interdepartmental processes for designations subject to this article and notify DIO in writing of such designations	DIAND, IAA	As required
Correspondence to DIO in Inuktitut and/or English as appropriate	DIAND, IAA	As required

Funding:

Refer also to Schedule 2 Part 4 IAA General

Subject: NUNAVUT POLITICAL DEVELOPMENT

Obligation, Activity, Project: Recommend Legislation

4.1.1 The Government of Canada will recommend to Parliament, as a government measure, legislation to establish, within a defined time period, a new Nunavut Territory, with its own Legislative Assembly and public government, separate from the Government of the remainder of the Northwest Territories.

Management Responsibility:

Government of Canada

Referenced Clauses:

4.1.2

ACTIVITIES

Recommend legislation to Parliament

RESPONSIBILITY

Government of Canada

TIMING

As set out in Nunavut
Political Accord

Planning Assumptions:

Draft legislation to be prepared in consultation with Territorial Government/TFN (in the legislative Sub-Committee of the Nunavut Steering Committee)

Subject: NUNAVUT WILDLIFE MANAGEMENT BOARD (NWMB)

Obligation, Activity, Project: Establishment of Nunavut Wildlife Management Board (NWMB)

5.2.1 There is hereby established on the date of ratification of the Agreement an institution of public government to be known as the Nunavut Wildlife Management Board (NWMB) consisting of nine members to be appointed as follows:

- (a) each of four DIOs shall appoint one member;
- (b) the Governor in Council
 - (i) on the advice of the Minister responsible for fish and marine mammals shall appoint one member to represent the public interest,
 - (ii) on the advice of the Minister responsible for the Canadian Wildlife Service shall appoint one member,
 - (iii) on the advice of the Minister of Indian Affairs and Northern Development in consultation with the Commissioner-in-Executive Council shall appoint a third member ordinarily resident in the Nunavut Settlement Area;
- (c) the Commissioner-in-Executive Council shall appoint one member; and
- (d) from nominations provided by the NWMB, the Governor in Council shall appoint a chairperson.

5.2.6 Each member shall, before entering upon his or her duties as such, take and subscribe before an officer authorized by law to administer oaths an oath in the form set out in Schedule 5-4.

5.2.8 Where a vacancy occurs a replacement member may be appointed by the body that made the original appointment under Section 5.2.1

Management Responsibility:

Governor-in-Council .Canada
 Commissioner-in-Executive Council .Territorial Government
 DIOs
 DIAND, DFO, DOE, DOJ (Federal)
 DRR

Participant/Liaison:

NWMB

Referenced Clauses:

2.6.1, Article 5 Part 2; Article 10; Article 36 Part 4

ACTIVITIES

RESPONSIBILITY

TIMING

For initial appointment:

Appoint 4 members

DIOs

Upon date of ratification

Advise Governor-in-Council on 1 member to be appointed	Minister, DFO	Prior to date of ratification
Advise Governor-in-Council on 1 member to be appointed	Minister, DOE	Prior to date of ratification
Consult with Commissioner-in-Executive Council and advise Governor-in-Council on 1 member to be appointed	Minister, DIAND	Prior to date of ratification
Advise Commissioner-in-Executive Council on 1 member to be appointed	Minister, DRR	Prior to date of ratification
Appoint 3 members	Governor-in-Council	Upon date of ratification
Appoint 1 member	Commissioner-in-Executive Council	Upon date of ratification
Call initial meeting	DIAND	Within 30 days of appointment of members
Administer oath of office	DIAND	Prior to initial NWMB meeting
Provide NWMB members with copies of Agreement, Implementation Plan, and other background material	DFO, DOE, DIAND, DRR, DIOs	Prior to initial NWMB meeting
Provide recommendation to Governor-in-Council from nominations from NWMB for Chairperson	Minister, DIAND	Within 30 days of receipt of nominations
Appoint Chairperson	Governor-in-Council	Within 60 days of receipt of recommendation
Confirm appointments in writing to NWMB	DIAND	ASAP and no later than 30 days after appointment
Repeat the above activities for any vacancy	all parties identified	As required

Planning Assumptions:

Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines

Funding:

Refer also to Schedule 2 Part 4 DRR General

Communication Strategy:

Press releases at the discretion of responsible Ministers and DIO

Subject: NUNAVUT WILDLIFE MANAGEMENT BOARD (NWMB)

Obligation, Activity, Project: Budgets

5.2.19 The cost of the NWMB shall be the responsibility of Government. The NWMB shall prepare an annual budget subject to review and approval by Government.

5.7.13 Adequate funding for the operation of HTOs and RWOs shall be provided by the NWMB.

Management Responsibility:

DIAND

Participant/Liaison:

DRR
NWMB

Referenced Clauses:

Article 5 Parts 2, 4 and 5; 37.1.1(e)

ACTIVITIES

RESPONSIBILITY

TIMING

Review annual budget prepared by NWMB

DIAND

Prior to start of each fiscal year in accordance with funding arrangements

Upon approval of annual budget provide funding in accordance with funding arrangements under the Contract and with further funding arrangements established with NWMB

DIAND

In accordance with funding arrangements

Planning Assumptions:

. The Minister will establish further funding arrangements, pursuant to Part 5 of the Contract, with the NWMB.

. Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines

Funding:

. Refer to Schedule 2 Part 1 .NWMB which includes funding for RWOs and HTOs

Subject: ESTABLISHMENT OF NUNAVUT WILDLIFE MANAGEMENT BOARD

Obligation, Activity, Project: Remuneration of Members

5.2.20 Each member shall be paid fair and reasonable remuneration for work on the NWMB

Management Responsibility:

DIAND, Governor-in-Council

Referenced Clauses:

5.2.19; 37.1.1(e)

ACTIVITIES

RESPONSIBILITY

TIMING

Determine the level of remuneration for members

DIAND, Governor-in-
Council

ASAP and ongoing

Planning Assumptions:

Initial level of remuneration for members of NWMB will be no less than the amounts identified in Schedule 4 Part 1 and the determination of the level of remuneration will be done in consultation with the DIOs

Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines

Funding:

Refer to Schedule 2 Part 1 .NWMB

Subject: OPERATIONS OF NUNAVUT WILDLIFE MANAGEMENT BOARD

Obligation, Activity, Project: Research

5.2.37 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 NWMB 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 Territorial Government to continue their own research functions shall not be prejudiced by this Section. Accordingly the NWMB 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.

Management Responsibility:

DRR, DIAND, DFO, DOE

Participant/Liaison:

NWMB

Referenced Clauses:

5.2.38; Article 5 Part 4 and 5

ACTIVITIES	RESPONSIBILITY	TIMING
Coordinate research efforts with the NWMB informing each other of projects being conducted and planned	DIAND, DFO, DOE, DRR	Ongoing
Establish process for dealing with NWMB when it identifies research requirements and deficiencies, identifies relevant persons and agencies to undertake research and makes recommendations on the acceptance or rejection of research proposals	DIAND, DFO, DOE, DRR	Ongoing

Planning Assumptions:

Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines

Subject: OPERATIONS OF NUNAVUT WILDLIFE MANAGEMENT BOARD

Obligation, Activity, Project: Nunavut Wildlife Harvest Study

- 5.4.1 A Nunavut Wildlife Harvest Study (Study) shall be undertaken in, and cover, each of the three Regions of the Nunavut Settlement Area. Terms of reference for the Study are set out in Schedule 5-5.
- 5.4.2 The Study shall begin in each of the three Regions on or before the first anniversary of the date of ratification of the Agreement. The Study shall be carried out under the direction of the NWMB.
- 5.4.3 The research, data collection and fieldwork associated with the Study shall be designed to promote maximum harvester participation and shall be contracted to an appropriate DIO, and supervised by the NWMB.
- 5.4.4 The Study shall be undertaken over a period of five years, and shall be fully funded by Government. The NWMB shall prepare a budget for the Study which will be subject to review by Government.
- 5.4.6 Raw and interpreted data produced from the Study shall be fully and freely available to the Government of Canada, the Territorial Government and Inuit.
- 5.4.9 The NWMB shall report annually on the progress of the Study. Upon completion of the Study, the NWMB shall publish a comprehensive summary of the findings of the research.

Management Responsibility:

NWMB
DIAND
DIO

Participant/Liaison:

DOE, DFO, RWOs, HTOs,
DRR

Referenced Clauses:

5.2.33(b); 5.2.38(c) & (d); Article 5 Part 4 and 5; 5.6.18; 5.6.21; Schedule 5-5

ACTIVITIES	RESPONSIBILITY	TIMING
Develop the methodology and design of the harvest study in accordance with the Terms of reference set out in Schedule 5-5 of the Agreement	NWMB	Within 9 months of date of ratification
Identify DIO required to collect data, conduct research and fieldwork	NWMB	Prior to first anniversary of date of ratification
Prepare multi-year budget for Study	NWMB	Within 6 months of date of ratification
Review harvest study budget(s) prepared by NWMB	DIAND	Following submission by NWMB

**Schedule 1
Implementation Worksheets
Article 5 - Wildlife**

Upon approval of harvest study budget provide funding in accordance with funding arrangement established with NWMB	DIAND	In accordance with funding arrangement
Implement measures to maximize harvester participation in research data collection and field work	NWMB, DIO	Prior to and during study
Report on the progress of the study to government and Tungavik	NWMB	Annually
Conclude harvest study, research, data collection and field work	NWMB, DIO	Within 5 years of commencement of study
Prepare and publish comprehensive summary of the findings of the research in Inuktitut and English	NWMB	Within 2 years of conclusion of study

Planning Assumptions:

- . Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines
- . NWMB may consult with RWOs in identifying DIO for collection of data, conduct of research and field work
- . NWMB may consult with DRR, DOE, DFO and DIOs on the methodology and design of the harvest study
- . NWMB may consult with contracted RWO/DIO respecting budget requirements

Funding:

- . Refer to Schedule 2 Parts 1 .NWMB

Communication Strategy:

- . "Raw and interpreted data produced from the Study shall be fully and freely available to the Government of Canada, the Territorial Government and In" (5.4.6)
- . "The NWMB shall ensure that the names of individual harvesters are not revealed when making available data pursuant to Section 5.4.6." (5.4.7)
- . "Without the prior written permission of the DIO and affected individuals, evidence obtained through the Study relating to an individual shall not be admissible in any proceeding where the individual may be held civilly or criminally liable." (5.4.8)

Subject: OPERATIONS OF NUNAVUT WILDLIFE MANAGEMENT BOARD

Obligation, Activity, Project: Inuit Bowhead Knowledge Study

5.5.2 The NWMB shall conduct an Inuit knowledge study to record sightings, location and concentrations of bowhead whales in the Nunavut Settlement Area. The study shall be completed within five years of the date of ratification of the Agreement. The amount of \$500,000 shall be included in the NWMB budget for this study.

Management Responsibility:

DIAND

Participant/Liaison:

NWMB, RWOs, HTOs

Referenced Clauses:

5.2.38(c) & (d); 5.6.18

ACTIVITIES	RESPONSIBILITY	TIMING
Pay \$500,000 to the NWMB budget to conduct Inuit Bowhead Knowledge Study	DIAND	Commencement of Year 1
Develop the methodology and design of Bowhead Knowledge study in consultation with DIO	NWMB	To be determined by NWMB
Conduct and complete study	NWMB	Within 5 years of ratification

Planning Assumptions:

- . Disposition of budget at discretion of NWMB
- . Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines

Funding:

- . Refer to Section 5.16 of the Contract

Subject: HARVESTING

Obligation, Activity, Project: Inuit Guides

5.6.41 A person other than an Inuk who harvests big game must:

- (a) hold a valid licence issued by the appropriate government agency; and
- (b) for at least two years following the acquisition of the licence, be accompanied by an Inuk approved as a guide by an HTO in accordance with any qualifications established by the NWMB.

5.6.42 The requirement for a guide referred to in Subsection 5.6.41(b) shall not apply where the HTO waives such requirement or where no guides are approved by an HTO.

Management Responsibility:

DRR
HTO
DFO

Participant/Liaison:

NWMB

Referenced Clauses:

5.6.13 (b) and (c); 5.6.15; 5.6.43; 5.6.44

ACTIVITIES	RESPONSIBILITY	TIMING
Adapt licensing procedure to comply with terms of Nunavut Final Agreement	DRR, DFO	ASAP after date of ratification
Provide advice to NWMB respecting qualifications for Inuit guides	HTO, DRR, DFO.	When requested by NWMB
Identify Inuit guides and notify NWMB	HTO	Ongoing
Supply written authorization to guides	HTO	Ongoing
Advise DRR of locations/communities where an Inuk guide has been approved by HTO in accordance with any qualifications established by NWMB and advise DRR where HTO has waived requirement for Inuit guide	HTO	ASAP following ratification and periodically on an on going basis

Planning Assumptions:

- . Refer to Schedule 3 Part 1 .NWMB Implementation Guidelines
- . Territorial Government will amend legislation as necessary
- . Qualified guides approved by HTO will be licensed
- . NWMB will publish up-to-date list of Inuit guides, locations and fees

Funding:

- . Refer also to Schedule 2 Part 4 DRR General
- . Refer also to Schedule 2 Part 4 DOJ General

Subject: HARVESTING

Obligation, Activity, Project: Limited Entry System

5.6.45 In the allocation of commercial licences, preference will be given to:

- (a) an applicant who has made his principal residence in the Nunavut Settlement Area for at least 18 continuous months prior to the submission of his or her application and such residence must be real and not notional; and
- (b) applications which will likely provide direct benefits to the Nunavut Settlement Area economy, in particular through employment of local human and economic resources.

Management Responsibility:

DFO
DRR

Participant/Liaison:

ED&T
NWMB

Referenced Clauses:

5.6.40; 5.6.46; 5.6.47

ACTIVITIES

RESPONSIBILITY

TIMING

Adapt licensing procedure to comply with terms of Nunavut Final Agreement

DRR, DFO

ASAP after date of ratification

Coordinate licensing with allocation activity

DFO, DRR

Ongoing

Planning Assumptions:

NWMB, DFO and DRR coordinate activities pursuant to 5.6.40 and 5.6.45

Funding:

Refer also to Schedule 2 Part 4 DRR General

Communication Strategy:

External communication will be conducted by DRR and DFO to ensure that affected parties are aware of changes in allocation procedures

Subject: HARVESTING

Obligation, Activity, Project: Disposal of Valuable Parts - Emergency Kills

5.6.55 Valuable parts of wildlife killed under Sections 5.6.52 and 5.6.53 shall be disposed of by the NWMB to the appropriate RWO.

Management Responsibility:

DFO
DRR
CWS
RWOs

Participant/Liaison:

NWMB

Referenced Clauses:

5.6.52; 5.6.53; 5.6.54

ACTIVITIES

RESPONSIBILITY

TIMING

Establish process for dealing with NWMB for determining what parts are valuable

RWOs

ASAP

Notify NWMB of emergency kills and cooperate with NWMB in disposal of valuable parts

DFO, DRR, CWS

ASAP when notified of an emergency kill

Planning Assumptions:

- . NWMB will determine what parts are valuable and provide a list to DFO and DRR
- . Current notification process remains in place until new process established
- . NWMB and RWOs will establish a process for disposal of valuable parts

Funding:

- . Refer also to Schedule 2 Part 4 DRR General

Subject: SPECIAL FEATURES OF INUIT HARVESTING

Obligation, Activity, Project: Establishment of HTOs and RWOs

5.7.2 Each community, and each outpost camp that prefers a separate organization, shall have an HTO. Membership in each HTO shall be open to all Inuit resident in a community. Each HTO may, by-law, provide for classes of non-voting membership and privileges that flow therefrom, and may distinguish between persons who are Inuit by descent or custom, but who are not enrolled under Article 35 and other persons. Existing community Hunters and Trappers Associations may, subject to their adaptation to the provisions of this Article, act as HTOs. Two or more HTOs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.

5.7.4 Each Region shall have an RWO. The Kitikmeot Wildlife Federation, the Keewatin Wildlife Federation and the Baffin Region Hunters and Trappers Association may, subject to their adaption to the provisions of this Article, act as RWOs.

5.7.13 Adequate funding for the operation of HTOs and RWOs shall be provided by the NWMB.

Management Responsibility:

Tungavik

Participant/Liaison:

Existing community Hunters and Trappers Associations
Kitikmeot Wildlife Federation (KiWF), Keewatin Wildlife Federation (KeWF), Baffin Region Hunters and Trappers Association (BRH&TA)
NWMB

Referenced Clauses:

5.7.1, 5.7.3, 5.7.5 to 5.7.14

ACTIVITIES	RESPONSIBILITY	TIMING
Consult with existing community Hunters and Trappers Associations to determine if they will become HTOs	Tungavik	ASAP
Consult with outpost camps to determine if they want separate HTOs	Tungavik	ASAP
Ensure establishment of HTO for each community and for each outpost camp that prefers a separate HTO	Tungavik	By 1st anniversary of date of ratification
Consult with KiWF, KeWF, BRH&TA to determine if they will become RWOs	Tungavik	ASAP
Ensure establishment of RWO for each Region	Tungavik	By 1st anniversary of date of ratification

Subject: SURFACE LEASES

Obligation, Activity, Project: Surface Leases Condition

5.7.21 Where a surface lease of land in the Nunavut Settlement Area in existence on or before the date of ratification of the Agreement is, after the date of ratification of the Agreement,

- (a) to be renewed, or
- (b) to be transferred and Government consent is required, Government shall insert in the renewed or transferred lease a condition to the following effect:

“This lease is subject to any rights of Inuit under their final land claims agreement to enter on to land in the Northwest Territories to pursue, capture, kill, or remove, or any of them, any wildlife, wildlife parts, or wildlife products therefrom; and the provision of any such agreement relating to the right of access shall form a part of this lease as if contained herein.”

5.7.22 The obligation set out in Section 5.7.21 shall not apply to any lease for an area which is less than one square mile, or where Government would incur legal liability were such condition to be inserted, and a certificate under the hand of the Deputy Minister of Justice shall be sufficient evidence of such fact. Government shall notify the DIO of all applications for and granting of surface leases.

Management Responsibility:

DIAND
MACA
Tungavik
DM .DOJ (Federal)

Participant/Liaison:

DOJ (Territorial)
Municipal Corporations
DIO

Referenced Clauses:

5.7.17(b)

ACTIVITIES	RESPONSIBILITY	TIMING
Inform DIAND/MACA as to which DIO to be notified	Tungavik	ASAP
Establish appropriate internal processes	DIAND/MACA	ASAP after date of ratification
Establish process to notify DIO of all applications for granting of surface leases	DIAND/MACA	ASAP
Insert condition in renewed or transferred lease	DIAND/MACA	As required

Issue certificate if Government would incur legal liability	DM - DOJ (Federal)	When certificate requested by DIAND, MACA
Provide copy of certificate to DIO	DIAND/MACA	When certificate is issued

Planning Assumptions:

When a land lease is issued on Commissioners land, the lessor receives a copy of the lease, the Community (Senior Administrative Officer) receives a copy, and copies are held at MACA HQ and the MACA Regional Office

Communication Strategy:

- MACA/DIAND responsible for communicating with lessees

Subject: SPECIAL FEATURES OF INUIT HARVESTING

Obligation, Activity, Project: Licensing and Permit Requirements

- 5.7.26** Subject to the terms of this Article, an Inuk with proper identification may harvest up to his adjusted basic needs level without any form of licence or permit and without imposition of any form of tax or fee.
- 5.7.28** Where any economic venture referred to in Section 5.6.39 has been approved in accordance with terms of this Article, a licence shall be issued forthwith by the appropriate Minister at a fair fee in accordance with the laws of general application.
- 5.7.29** Inuit may be required to obtain a licence from the responsible management agency for the harvest of those species of cetaceans not regularly harvested during the 12 months preceding October 27, 1981. Such licences shall not be unreasonably withheld or subject to an unreasonable fee.
- 5.7.31** An Inuk may be required by the appropriate government agency to obtain a permit to transport wildlife outside the Nunavut Settlement Area. If such a permit is required, the federal or territorial government agency shall issue the permit upon demand, unless it has a good cause for refusing, and the permit may contain terms and conditions as established by laws of general application. Unless the wildlife in question has been harvested from the surplus, any fee for such permit shall be waived.
- 5.7.36** Upon proof of a promise to assign under Sub-section 5.7.34(b), a licence shall not be unreasonably withheld from a promised assignee who is an Inuk, by descent or custom. Such licence shall be issued without charge.

Management RESPONSIBILITY:

RWOs, HTOs

Participant/Liaison:

NWMB

Referenced Clauses:

Article 5

ACTIVITIES

Define what constitutes proper identification for an Inuk and inform Inuit, NWMB and licensing authorities

RESPONSIBILITY

HTOs, RWOs

TIMING

ASAP after date of ratification

Funding:

- Refer to Schedule 2 Part 1 - NWMB

Communication Strategy:

- Communication strategy to be developed by RWOs, HTOs

Subject: SPECIAL FEATURES OF INUIT HARVESTING

Obligation, Activity, Project: Assignment

5.7.34 Subject to Section 5.7.3 an Inuk, and subject to Section 5.7.6, an RWO or an HTO may, except as provided for in Section 5.7.35:

(a) assign the right to harvest to

(i) an Inuk, or

(ii) the spouse or person cohabiting as the spouse of an Inuk,

and in all such cases the assignment of the right to harvest shall of itself also carry with it that share of the total allowable harvest as stated in the assignment; and

(b) assign part or all of his, her or its share of the total allowable harvest to a person qualified to harvest under laws of general application.

Management RESPONSIBILITY:

RWOs, HTOs

Participant/Liaison:

DFO, DOE
DRR
NWMB

Referenced Clauses:

5.6.13(b); 5.6.15; 5.6.44; 5.7.3; 5.7.6; 5.7.35; 5.7.36

ACTIVITIES	RESPONSIBILITY	TIMING
Establish procedures for the assignment by RWOs, HTOs of rights to harvest and documentation requirements for assignments	RWOs, HTOs	ASAP after date of ratification
Notify NWMB of these procedures	RWOs, HTOs	ASAP

Planning Assumptions:

Documentary evidence of assignments will be required to effectively manage the wildlife resource

Funding:

Refer to Schedule 2 Part 1 .NWMB

Communication Strategy:

Communication strategy to be developed by RWOs and HTOs

Subject: SPORTS AND NATURALIST LODGES

Obligation, Activity, Project: Rights of First Refusal and to Use Government Land

5.8.1 DIOs shall have the right of first refusal to establish new sports lodges and naturalist lodges in the Nunavut Settlement Area subject only to the following conditions:

- (a) Government is under no obligation to disclose any matter in an application which has been submitted on the faith of it being kept confidential;
- (b) all material environmental and economic information available to any government agency independent of the application itself but pertinent thereto shall be made available to a DIO exercising the right of first refusal;
- (c) generally, the procedures and time requirements conforming to current practice and, specifically, the steps set out in Schedule 5-6 shall be followed; and
- (d) if a DIO exercises a right of first refusal, but subsequently fails to establish a new sports lodge or naturalist lodge in accordance with Schedule 5-6 without just cause, the Minister may declare that its right of first refusal has lapsed; in such circumstances, the area may be made available to other applicants and the DIO shall not have a further right of refusal over such applicants, except at the discretion of the Minister.

5.8.2 Upon request, Government shall lease, at usual rent, adequate and suitable lands to DIOs as are reasonably necessary for the purpose of establishing and operating sports lodges and naturalist lodges.

Management RESPONSIBILITY:

ED&T
MACA
DIAND
Tungavik

Participant/Liaison:

DIOs

Referenced Clauses:

Schedule 5-6; 5.8.3; 5.8.10; Article 40

ACTIVITIES	RESPONSIBILITY	TIMING
Establish processes to conform with Schedule 5-6 in consultation with DIO	ED&T, DIAND	ASAP
Identify appropriate DIOs to ED&T, MACA and DIAND	Tungavik	ASAP
Provide right of first refusal to DIO in accordance with Schedule 5-6	ED&T, DIAND	As required
Lease, at usual rent, adequate and suitable lands to DIO as are reasonably necessary	DIAND, MACA	Upon request

Planning Assumptions:

-Changes will be required in the present approval processes to include the first right of refusal provision

Funding:

S As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

S

Year 1	Year 2	Year 3	Year 4	Year 5
1,000	1,000	1,000	1,000	1,000
Year 6	Year 7	Year 8	Year 9	Year 10
1,000	1,000	1,000	1,000	1,000

Subject: PROPAGATION, CULTIVATION AND HUSBANDRY

Obligation, Activity, Project: Right of First Refusal to Establish and Operate Facilities

5.8.4 DIOs shall have the right of first refusal to establish and operate facilities, other than government facilities, for the purpose of indigenous wildlife and reindeer propagation, cultivation or husbandry. The conditions referred to in Sub-Sections 5.8.1(a), and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.

5.8.5 Upon request, Government shall make available to DIOs, at a nominal cost, such lands as are adequate, suitable and reasonably necessary for the purpose of establishing and operating facilities for propagation, cultivation or husbandry of indigenous wildlife or reindeer. The lands may be granted in fee simple, under lease or by license of occupation or in such other manner as to implement the intent of Section 5.8.4 and this Section.

Management RESPONSIBILITY:

DFO
DRR
DIAND
Tungavik
MACA

Participant/Liaison:

DIOs

Referenced Clauses:

5.8.1; 5.8.3; 5.8.10; Schedule 5-6

ACTIVITIES

RESPONSIBILITY

TIMING

Establish processes with procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 in consultation with DIO

DRR, DIAND, DFO

ASAP

Identify the appropriate DIOs to DRR, DIAND

Tungavik

ASAP

Provide right of first refusal to DIO in accordance with processes established

DRR, DIAND, DFO

As required

Make available to DIO, at nominal cost, such lands as are adequate, suitable and reasonably necessary

DIAND, MACA

Upon request

Planning Assumptions:

Changes will be required in the present approval processes to include the right of first refusal provision

Funding:

Refer also to Schedule 2 Part 4 DRR General

Subject: MARKETING OF WILDLIFE IN THE NUNAVUT SETTLEMENT AREA

Obligation, Activity, Project: Right of First Refusal to Market

5.8.7 DIOs shall have the right of first refusal to market wildlife, wildlife parts and wildlife products in the Nunavut Settlement Area. The conditions referred to in Sub-Sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.

Management RESPONSIBILITY:

ED&T
DRR
DFO
Tungavik

Participant/Liaison:

DIOs

Referenced Clauses:

5.8.1; 5.8.3; 5.8.10; Schedule 5-6

ACTIVITIES	RESPONSIBILITY	TIMING
Establish processes with procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 in consultation with DIO	DRR, ED&T, DFO	ASAP
Identify the appropriate DIOs to DRR, ED&T, DFO	Tungavik	ASAP
Provide right of first refusal to DIO in accordance with processes established	ED&T, DFO, DRR	As required

Planning Assumptions:

Changes will be required in the present approval processes to include the right of first refusal provision

Funding:

Refer also to Schedule 2 Part 4 DRR General

Subject: WILDLIFE PARTS AND PRODUCTS

Obligation, Activity, Project: Right of First Refusal for Commercial Collection or Processing of Non-Edible Wildlife Parts

5.8.9 DIOs shall have the right of first refusal to carry out any venture aimed at the commercial collection or processing of non-edible wildlife parts and wildlife products. The right of first refusal shall extend to non-edible wildlife parts and wildlife products available as a consequence of a kill or as recoverable in an inanimate form. The conditions referred to in Sub-Sections 5.8.1 (a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.

Management RESPONSIBILITY:

ED&T, DRR
DFO, DOE
DIO

Participant/Liaison:

DIOs

Referenced Clauses:

5.8.1; 5.8.3; 5.8.10; Schedule 5-6

ACTIVITIES	RESPONSIBILITY	TIMING
Establish processes with procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 in consultation with DIO	ED&T, DRR, DFO, DOE	ASAP
Identify to ED&T, DRR, DOE and DFO the appropriate DIOs	DIO	ASAP
Provide right of first refusal to DIO in accordance with process established	ED&T, DRR, DFO, DOE	As required

Planning Assumptions:

Changes will be required in the present approval processes to include the right of first refusal provision

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: INTERNATIONAL AGREEMENTS

Obligation, Activity, Project: Inuit Representation

5.9.2 The Government of Canada shall include Inuit representation in discussions leading to the formulation of government positions in relation to an international agreement relating to Inuit wildlife harvesting rights in the Nunavut Settlement Area, which discussions shall extend beyond those discussions generally available to non-governmental organizations.

5.9.3 Inuit representatives referred to in Section 5.9.2 shall be nominated by a DIO.

Management RESPONSIBILITY:

DOE, DFO
Tungavik
DIO

Participant/Liaison:

DIAND, External Affairs, DOJ (Federal)

ACTIVITIES	RESPONSIBILITY	TIMING
Notify Tungavik of any proposed discussions leading to formulation of government positions in relation to international agreement relating to Inuit wildlife harvesting rights in Nunavut Settlement Area	DOE, DFO	Prior to discussions
Notify DIAND of DIO responsible for nominating Inuit representatives	Tungavik	Ongoing
Nominate Inuit representatives	DIO	Prior to discussions
Include Inuit representatives in these discussions	DOE, DFO	During discussions

Funding:

S Government intends that the performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: DOMESTIC INTERJURISDICTIONAL AGREEMENTS

Obligation, Activity, Project: Role of NWMB

5.9.5 Government agrees that NWMB 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 Nunavut Settlement Area.

Management RESPONSIBILITY:

DOE, DFO
DRR

Participant/Liaison:

DIAND, FPRO
NWMB

ACTIVITIES

Notify NWMB of upcoming negotiations respecting or proposed amendments to domestic interjurisdictional agreements

RESPONSIBILITY

DFO, DOE, DRR

TIMING

Prior to negotiations or amendments

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

With respect of the NWMB, refer to Schedule 2 Part 1 .NWMB

Subject: WILDLIFE COMPENSATION

Obligation, Activity, Project: Designating Official and/or Fund to Assume Liability

6.2.3 The Government of Canada shall specify a person, a fund, or both, capable of assuming the liability for marine transportation imposed under this Article by Section 6.2.2, and that specified person, or fund, or both, shall be considered to be a developer and that marine transportation shall be considered to be a development activity for the purpose of this Article.

Management Responsibility:

DIAND

Participant/Liaison:

Tungavik

Referenced Clauses:

6.2.1; 6.2.2

ACTIVITIES

Arrange for designation of person or fund or both assuming liability as a result of any loss or damage as covered under in this Article

RESPONSIBILITY

DIAND

TIMING

ASAP

Notify Tungavik of designation of person or fund or both

DIAND

Upon designation being made

Subject: WILDLIFE COMPENSATION

Obligation, Activity, Project: Limits of Liability in Legislation

6.3.4 **Legislation may provide for appropriate limits of liability of developers or the methods of setting such limits and shall also require proof of fiscal responsibility and may also provide for security deposits and any other matters not inconsistent with this Article. Recognizing Inuit concerns regarding collection of compensation, Government will give consideration to including enforcement mechanisms. Limits on liability will be set at levels sufficient to cover reasonably foreseeable damages in relation to various development activities.**

Management Responsibility:

DIAND, DOJ (Federal)
DOJ (Territorial)

Participant/Liaison:

Tungavik

Referenced Clauses:

2.6.1; Article 6 Part 3 and Part 4

ACTIVITIES	RESPONSIBILITY	TIMING
Give consideration to including enforcement mechanisms in legislation and ensure limits on liability if provided for are at levels sufficient to cover reasonably foreseeable damages in relation to various development activities.	DIAND, DOJ (Federal), DOJ (Territorial)	Ongoing
Consult with Tungavik during legislative drafting process	DIAND, DOJ (Federal), DOJ (Territorial)	Ongoing

Funding:

S Refer also to Schedule 2 Part 4 DOJ General

Subject: CROWN LANDS AVAILABLE FOR OUTPOST CAMPS

Obligation, Activity, Project: Approvals

7.2.2 From the date of ratification of the Agreement, Inuit may, subject to the exceptions mentioned in Sections 7.2.3 and 7.2.4, and also subject to the approval of the appropriate HTO or HTOs, establish and occupy new outpost camps in any lands in the Nunavut Settlement Area where Inuit enjoy a general right of access for the purpose of wildlife harvesting as granted by Section 5.7.16. The approval of the appropriate HTO or HTOs shall not be unreasonably withheld.

Management Responsibility:

HTOs

Participant/Liaison:

NWMB, RWOs

Referenced Clauses:

5.2.33; Article 5 Part 7

ACTIVITIES

Establish processes for considering and approving outpost camp applications

RESPONSIBILITY

HTOs

TIMING

ASAP after date of ratification

Funding:

Refer to Schedule 2 Part 1 .NWMB

Communication Strategy:

Local communication strategies to be developed by local HTOs, and RWOs

Subject: CROWN LANDS AVAILABLE FOR OUTPOST CAMPS

Obligation, Activity, Project: Site Locations .Parks and Conservation Areas

7.2.4 Inuit may establish outpost camps in Parks and Conservation Areas, except where the establishment of such camps is inconsistent with the requirements of the Park or Conservation Area management plan required in Sections 8.4.13 and 9.3.7. Site locations shall be determined as provided by an HIBA between the DIO and the appropriate management agency.

Management Responsibility:

DOE
DRR, ED&T
DIO

Referenced Clauses:

5.7.16; Article 8 Parts 2, 3, and 4; Article 9 Parts 3 and 4

ACTIVITIES

Ensure IIBA negotiations provide for identification of
outpost camp locations

RESPONSIBILITY

DOE, ED&T,
DRR, DIO

TIMING

As required

Funding:

Refer also to Schedule 2 Part 4 DRR General

Subject: OUTPOST CAMPS

Obligation, Activity, Project: Government to Make Lands Available

7.4.1 Upon request by potential occupiers of outpost camps or by a DIO on their behalf, governmental owners of lands in the Nunavut Settlement Area shall make available, such lands as are adequate, suitable and reasonably necessary for the purpose of establishing outpost camps. The lands may be provided under lease or by licence of occupation or in such other manner as to implement the intent of this section. The term shall be for five years or such longer period as may be reasonable. Renewal of a lease, upon request by the occupiers or by the DIO on their behalf, shall not be unreasonably withheld. Where an outpost camp is requested for establishment in Parks and Conservation Areas, Section 7.2.4 will apply.

Management Responsibility:

DIAND
MACA, Municipal Corporations
Government of Canada

Participant/Liaison:

Regional Inuit Organization (RIO), HTOs

Referenced Clauses:

7.2.3; 7.2.4; 7.5.1; 7.6.3

ACTIVITIES	RESPONSIBILITY	TIMING
Establish procedures to provide the lands	MACA, DIAND, Municipal Corp.	ASAP after date of ratification
Inform RIO of procedures	MACA, DIAND, Municipal Corp.	ASAP after date of ratification
Make such government owned lands as are adequate, suitable and reasonably necessary available for purposes of establishing outpost camps	MACA, Government of Canada, Municipal Corp.	Upon request by potential occupiers or by DIO
Notify appropriate RIO and HTO on expiration of lease of option to renew	MACA, Government of Canada, Municipal Corp.	Before expiration

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

“Inuit occupying or establishing outpost camps shall not be liable to pay fee, levy, rent or like tax for the purpose of such occupation or establishment, associated with the purposes of wildlife harvesting.” (7.5.1)

Communication Strategy:

S MACA, DIAND and Municipal Corporations to communicate with RIOs to ensure Inuit know how/where to obtain lease or licences

Subject: OUTPOST CAMPS

Obligation, Activity, Project: Outpost Camps on Archaeological Sites

7.6.3 Inuit may establish, subject to Section 7.2.4, outpost camps on archaeological sites. The Trust may develop policy guidelines for the use and occupation of archaeological sites. The Trust may put in place terms and conditions regarding the use and occupation of a site or sites.

Management Responsibility:

Inuit Heritage Trust

Participant/Liaison:

DIAND, DOC, DOE
EC&EP
HTOs

Referenced Clauses:

Article 33 Part 4

ACTIVITIES

Develop policy guidelines for use and occupation of archaeological sites and terms and conditions of their use and occupation.

RESPONSIBILITY

Inuit Heritage Trust

TIMING

At the discretion of the Inuit Heritage Trust

Communication Strategy:

If any guidelines are developed, Trust to ensure Inuit are informed about them

Subject: NATIONAL PARKS

Obligation, Activity, Project: Establishment of National Parks

8.2.1 It is desirable to establish National Parks in National Parks Natural Regions 39, 38, 37, 36, 28, 26, 25, 17, 16 and 15. The Canadian Parks Service shall work with the DIO, affected communities, and the Territorial Government to establish National Parks required by the Government of Canada in the Nunavut Settlement Area to complete representation of those National Park Natural Regions, recognizing that only National Park Natural Regions 39, 37 and 26 lie exclusively within the Nunavut Settlement Area.

Management Responsibility:

DOE (CPS)

Participant/Liaison:

DIO
ED&T
Affected communities

Referenced Clauses:

7.2.4; Article 8 Parts 2 and 4

ACTIVITIES	RESPONSIBILITY	TIMING
Establish process to work with DIO, communities and Territorial Government	DOE (CPS)	ASAP after date of ratification and as required

Communication Strategy:

To be developed with DOE (CPS) .consultation with DIO, affected communities and Territorial Government

Subject: NATIONAL PARKS

Obligation, Activity, Project: Establishment of Auyuittuq National Park

8.2.2 Auyuittuq National Park Reserve shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for Auyuittuq National Park within two years of the date of ratification of the Agreement. The boundaries of Auyuittuq National Park on the date of establishment and the boundaries of Auyuittuq National Park Reserve on the date of ratification shall be as defined in Schedule 8-1.

Management Responsibility:

DOE (CPS)
DIO
ED&T

Referenced Clauses:

Article 8 Parts 2 and 4; Schedule 8-1

ACTIVITIES	RESPONSIBILITY	TIMING
Determine whether Territorial Government may be a party to IIBA for proposed Auyuittuq National Park (ref 8.4.2)	DOE (CPS), DIO, ED&T	Prior to commencement of negotiations of IIBA
Establish process and negotiate to conclude IIBA (ref 8.4.4)	DOE (CPS), DIO, (ED&T where determined to be a party)	Within 2 years of date of ratification
Establish Park	DOE (CPS)	On or before first anniversary of conclusion of IIBA

Communication Strategy:

S To be developed by parties to IIBA

Subject: NATIONAL PARKS

Obligation, Activity, Project: Establishment of Ellesmere Island National Park

8.2.3 Ellesmere Island National Park Reserve shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4, unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within two years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in Schedule 8-2.

Management Responsibility:

DOE (CPS)
DIO
ED&T

Referenced Clauses:

Article 8 Parts 2 and 4; Schedule 8-2

ACTIVITIES	RESPONSIBILITY	TIMING
Determine whether Territorial Government may be a party to IIBA for proposed Ellesmere Island National Park (ref 8.4.3)	DOE (CPS), DIO, ED&T	Prior to commencement of negotiations of IIBA
Establish process and negotiate to conclude IIBA (ref 8.4.4)	DOE (CPS), DIO, (ED&T where determined to be a party)	Within 2 years of date of ratification
Establish Park	DOE (CPS)	On or before first anniversary of conclusion of IIBA

Communication Strategy:

S To be developed by parties to IIBA

Subject: NATIONAL PARKS

Obligation, Activity, Project: Establishment of North Baffin National Park

8.2.4 The area withdrawn by Order-In-Council P.C. 1992 .345 dated 27 February 1992 for a National Park in North Baffin shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within three years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in that Order in Council unless otherwise agreed to by the Government of Canada and the DIO.

Management Responsibility:

DOE (CPS)
DIO
ED&T

Referenced Clauses:

Article 8 Parts 2 and 4; Schedule 8-1

ACTIVITIES	RESPONSIBILITY	TIMING
Determine whether Territorial Government may be a party to IIBA for proposed North Baffin National Park (ref 8.4.3)	DOE (CPS), DIO, ED&T	Prior to commencement of negotiations of IIBA
Establish process and negotiate to conclude IIBA (ref 8.4.4)	DOE (CPS), DIO, (ED&T where determined to be a party)	Within 3 years of date of ratification
Establish Park	DOE (CPS)	On or before first anniversary of conclusion of IIBA

Communication Strategy:

To be developed by parties to IIBA

Subject: NATIONAL PARKS

Obligation, Activity, Project: Changes to National Parks

8.2.6 Where the Government of Canada at any time intends to redraw the boundaries of a National Park, or otherwise act, so as to remove lands from a National Park, it shall:

- (a) first conduct an extensive process of public consultation; and
- (b) offer the lands to the DIO
 - (i) at a favourable price where the Government of Canada intends to dispose of the land, or
 - (ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Government of Canada intends to remove the lands from National Park status solely for the purpose of establishing its own facilities or operations on the lands in question.

Management Responsibility:

DOE (CPS)
Tungavik

Participant/Liaison:

RIO

Referenced Clauses:

8.2.7

ACTIVITIES	RESPONSIBILITY	TIMING
Establish and conduct an extensive process of public consultation	DOE (CPS)	As required, prior to any proposed boundary change
Identify appropriate RIO and notify DOE (CPS)	Tungavik	As required, prior to any proposed boundary change
Establish procedure to offer lands to appropriate RIO	DOE (CPS)	As required, prior to any proposed boundary change
Offer lands to appropriate RIO where required	DOE (CPS)	As required

Communication Strategy:

To be developed by DOE (CPS) and RIO

Subject: NATIONAL PARKS

Obligation, Activity, Project: Water Use in National Parks

8.2.12 Water use in the National Parks shall be regulated in accordance with park management plans and laws of general application. The jurisdiction of the NWB within National Parks shall be determined in relevant legislation. Where water use in National Parks affects Inuit water rights in Inuit Owned Lands, Inuit shall be entitled to compensation as set out in Article 20 or in relevant IIBAs.

Management Responsibility:

DIAND, DOE (CPS), DOJ (Federal)

Participant/Liaison:

Tungavik

Referenced Clauses:

2.6.1; 8.4.2 .8.4.7; 10.10.1; Article 20

ACTIVITIES

RESPONSIBILITY

TIMING

Consult with Tungavik prior to and during drafting of legislation and any subsequent amendments relating to the jurisdiction of the NWB in National Parks

DIAND, DOE (CPS),
DOJ (Federal)

Within 2 years of date of ratification of agreement

Draft and recommend to Parliament or regulation making authority legislation

DIAND, DOE (CPS),
DOJ (Federal)

As required

Planning Assumptions:

S The NWB will be consulted by DIAND and DOE regarding the drafting of legislation, if the NWB is established at the time, and any subsequent amendments relating to its jurisdiction in National Parks

Subject: TERRITORIAL PARKS

Obligation, Activity, Project: General Desirability

8.3.2 Where the Territorial Government at any time intends to redraw the boundaries of a Territorial Park, or otherwise act, so as to remove lands from a Territorial Park, it shall:

- (a) first conduct an extensive process of public consultation; and**
- (b) offer the lands to the DIO**
 - (i) at a favourable price where the Territorial Canada intends to dispose of the lands, or**
 - (ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Territorial Government intends to remove the lands from Territorial Parks status solely for the purpose of establishing its own facilities or operations on the lands in question.**

Management Responsibility:

ED&T
Tungavik

Participant/Liaison:

Appropriate RIO

Referenced Clauses:

8.3.3

ACTIVITIES	RESPONSIBILITY	TIMING
Establish and conduct extensive process to consult with public	ED&T	As required, prior to any proposed boundary change
Identify appropriate RIO and notify ED&T	Tungavik	As required, prior to any proposed boundary change
Establish procedure to offer the lands to the appropriate RIO	ED&T	As required, prior to any proposed boundary change
Offer lands to appropriate RIO when required	ED&T	As required

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Communication Strategy:

To be developed by ED&T, Tungavik and RIO

Subject: TERRITORIAL PARKS

Obligation, Activity, Project: Involvement of Inuit in Planning and Management of Territorial Parks in the Nunavut Settlement Area

8.3.4 The territorial government and Inuit agree to the general desirability of involving Inuit, and other local residents, in the planning and management of Territorial Parks in the Nunavut Settlement Area. Accordingly, in addition to all other rights and benefits of these provisions, Inuit and other local residents of the Nunavut Settlement Area shall be involved in the planning and management of territorial Parks in the Nunavut Settlement Area.

Management Responsibility:

ED&T
Tungavik
RIOs

Referenced Clauses:

8.3.5; 8.3.6; 8.3.7; 8.3.8; 8.3.9; Article 8 Part 4

ACTIVITIES

Establish processes to involve Inuit and other local residents in planning and management of Territorial Parks in the Nunavut Settlement Area

RESPONSIBILITY

ED&T, Tungavik, RIOs

TIMING

As required, prior to establishment of territorial park

Funding:

- With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Inuit Impact and Benefit Agreements (IIBAs)

- 8.4.2** No Park shall be established in the Nunavut Settlement Area until the obligations set out in Sections 8.4.4 and 8.4.5 have been complied with.
- 8.4.4** Prior to the establishment of a Park in the Nunavut Settlement Area, the Government responsible for the establishment of the Park, and in the case of the Government of Canada, the Canadian Parks Service in concert with other affected federal government agencies, and a DIO shall negotiate, in good faith, for the purpose of concluding an IIBA. An IIBA negotiated under this Article shall include any matter connected with the proposed park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit either on a Nunavut-wide, regional or local basis. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 8-3 shall be considered appropriate for negotiation and inclusion within an IIBA in relation to a Park.
- 8.4.5** If the Government responsible for the establishment of the Park and the DIO cannot agree on the terms of an IIBA in a reasonable period of time, they shall select a conciliator who shall submit a report to the Minister, for his consideration and decision. The obligation to conclude an IIBA with respect to any proposed Park, shall endure only as long as the other party is acting in good faith and reasonably. This Section shall not derogate from the requirement of Sections 8.4.11 to 8.4.14.

Management Responsibility:

DOE (CPS)
ED&T
Conciliator
DIO

Referenced Clauses:

8.2.2; 8.2.3; 8.2.4; 8.2.8; 8.4.3; 8.4.7; 8.4.11 - 8.4.14; Schedule 8-3

ACTIVITIES	RESPONSIBILITY	TIMING
In the case of a Park proposed by the Government of Canada		
Determine whether Territorial Government may be a party to IIBA for proposed Park	DOE (CPS), DIO, ED&T	Prior to commencement of negotiations of IIBA
Negotiate for purpose of concluding IIBA	DOE (CPS), DIO, (ED&T where determined to be a party)	As required
Where no agreement reached on IIBA in a reasonable period of time:		
- select a conciliator; and	DOE (CPS), DIO	As required
- submit report to Minister	Conciliator	As required
In the case of a Park proposed by the Territorial Government		
Negotiate for purpose of concluding IIBA	ED&T	As required

Where no agreement reached on IIBA in a reasonable period of time:

.	select a conciliator; and	ED&T, DIO	As required
.	submit report to Minister	Conciliator	As required

Funding:

S As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for negotiating and renegotiating IIBA*s for territorial parks established after date of ratification:

S

Year 1	Year 2	Year 3	Year 4	Year 5
...	...	32000	24000	52000
Year 6	Year 7	Year 8	Year 9	Year 10
12000	12000	12000	12000	16000

-- The Territorial Government and Inuit agree that the costs of implementing IIBAs for new territorial parks shall not exceed 5% of the sum of the parks* capital and operating costs for the period of the IIBA. However, this amount may be exceeded by the reallocation of unexpended amounts for the negotiation and renegotiation of IIBAs.

Communication Strategy:

. To be included as part of the process of developing an IIBA

Subject: TERRITORIAL PARKS

Obligation, Activity, Project: Inuit Impact and Benefit Agreements (IIBAs) for Existing Territorial Parks

8.4.6 With respect to Territorial Parks that have been established prior to and continue to exist at the date of ratification of the Agreement, the Territorial Government and DIO are obligated to conclude an IIBA prior to the fifth anniversary of the date of ratification of the Agreement.

Management Responsibility:

ED&T
DIO

Referenced Clauses:

8.3.10; 8.4.4; 8.4.5; 8.4.11; Schedule 8-3

ACTIVITIES	RESPONSIBILITY	TIMING
List Parks that are subject to the provisions of 8.4.6	ED&T	ASAP after date of ratification
Negotiate to conclude IIBAs	ED&T, DIO	Within five years of date of ratification

Funding:

S As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for the purpose of negotiating and renegotiating IIBA*s for territorial parks existing at the date of ratification:

S

Year 1	Year 2	Year 3	Year 4	Year 5
30000	70000	47000	12000	12000
Year 6	Year 7	Year 8	Year 9	Year 10
..	...	15000	30000	15000

The Territorial Government and Inuit agree that the costs of implementing IIBAs for existing territorial parks shall not exceed 5% of the sum of the parks* operating costs for the period of the IIBA. However, this amount may be exceeded by the reallocation of unexpended amounts for the negotiation and renegotiation of IIBAs.

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Renewal of Inuit Impact and Benefit Agreements (IIBAs)

8.4.7 Except where an HIBA in good standing indicates otherwise, every agreement shall be re-negotiated at least every **seven** years.

Management Responsibility:

ED&T
DIO
DOE (CPS)

Referenced Clauses:

8.4.4; 8.4.5; 8.4.6; 8.4.11; Schedule 8-3

ACTIVITIES	RESPONSIBILITY	TIMING
Review IIBAs in good standing and determine requirements for re-negotiation	ED&T, DIO, DOE (CPS)	As required
Re-negotiate IIBAs	ED&T, DIO, DOE (CPS)	AS required

Planning Assumptions:

S Negotiations should commence far enough in advance to conclude prior to expiry of IIBAs

Communication Strategy:

. Communication strategy is to be included as part of the renewal of the IIBA

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Preferential Treatment to Inuit

8.4.8 Where Government intends to contract for the establishment, operation or maintenance of park facilities in the Nunavut Settlement Area, Government shall:

- (a) give preferential treatment to qualified Inuit contractors where Government proposes to tender such contracts; and
- (b) ensure that all contractors give preferential treatment to Inuit.

Management Responsibility:

DOE (CPS)
ED&T
DIO

Participant/Liaison:

Inuit firms

Referenced Clauses:

8.4.9; 8.4.10; Schedule 8-3; Article 24

ACTIVITIES	RESPONSIBILITY	TIMING
Provide Government with current and comprehensive lists of Inuit firms together with information on the goods and services they would be in a position to furnish	DIO	On a periodic basis
Provide notice to Inuit firms and take all other appropriate measures to inform Inuit firms of contracts and bid requirements	DOE (CPS), ED&T	Ongoing as required
Include appropriate clauses in tender and contract documents to meet the requirement of 8.4.8	DOE (CPS), ED&T	Ongoing as required

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Communication Strategy:

s "In cooperation with the DIO, the Government of Canada and the Territorial Government shall assist Inuit firms to become familiar with their bidding and contracting procedures, and encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area." (24.4.1)

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: DIO Right of First Refusal to Operate Business Opportunities and Ventures

8.4.9 A DIO shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the Nunavut Settlement Area.

Management Responsibility:

DOE (CPS)
ED&T

Participant/Liaison:

DIO

Referenced Clauses:

8.4.10; Article 24

ACTIVITIES	RESPONSIBILITY	TIMING
Establish process for providing right of first refusal	DOE (CPS), ED&T	ASAP
Provide notice of business opportunities and ventures to be contracted out with respect to Parks in the Nunavut Settlement Area	DOE (CPS), ED&T	Ongoing
Make all reports and other materials as described in 8.4.9 available to DIO	DOE (CPS), ED&T	On request

Planning Assumptions:

S Sufficient notice will be given to allow DIO to exercise right of first refusal.

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Management

8.4.11 A joint Inuit/Government parks planning and management committee (“the Committee”) shall be established through the IIBA when requested either by Government or a DIO. The Committee shall consist of equal numbers of members appointed by the appropriate DIO and the appropriate territorial or federal Minister responsible for Parks. It is the intention of this Section that there shall be separate committees for Territorial and National Parks.

Management Responsibility:

DOE (CPS)
ED&T
DIO

Referenced Clauses:

8.4.12; 8.4.13; Schedule 8-3

ACTIVITIES	RESPONSIBILITY	TIMING
In the case of National Parks		
Establish joint Inuit/Government parks planning and management committee through IIBA	DOE (CPS), DIO	When requested
Appoint federal members to Committee through IIBA	DOE (CPS)	When establishment of Committee requested
Appoint Inuit members to Committee through IIBA	DIO	When establishment of Committee requested
In the case of Territorial Parks		
Establish joint Inuit/Government parks planning and management committee through IIBA	ED&T, DIO	When requested
Appoint territorial members to Committee through IIBA	ED&T	When establishment of Committee requested
Appoint Inuit members to Committee through IIBA	DIO	When establishment of Committee requested

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Management Plans

8.4.13 Management plans for Parks shall be developed within five years of the establishment of a Park or of the date of ratification of the Agreement, whichever is the later date, by the Canadian Parks Service and by the Territorial Government for Territorial Parks. Such plans shall be based on the recommendations of the Committee, where such a Committee is established, taking into account the recommendations of other interested persons or bodies. Upon review by the Committee, Park management plans shall be forwarded to the Minister for consideration and approval. Park management plans shall be reviewed and may be revised as provided in the plan.

Management Responsibility:

DOE (CPS)
ED&T
Joint Inuit/Government Planning and Management Committee (where established)
Minister, DOE
Minister, ED&T

Referenced Clauses:

8.2.12; 8.3.4; 8.3.8; 8.3.9; 8.4.11; 8.4.12; 8.4.14

ACTIVITIES	RESPONSIBILITY	TIMING
In the case of National Parks		
Where no Committee is established, develop management plan, taking into account recommendations of interested persons or bodies	DOE (CPS)	Within 5 years of establishment of park
Where Committee is established		
Draft management plan in consultation with Committee	DOE (CPS)	Within 5 years of establishment of park
Provide DOE (CPS) with any recommendations on draft management plan	Committee	After considering draft plan
Complete plan based on any recommendations from Committee and taking into account any recommendations of other interested persons or bodies	DOE (CPS)	After receipt of any recommendations
Forward plan to Committee for review	DOE (CPS)	Upon completion
Review plan and forward plan to Minister	Committee	Upon receipt of plan
Where no Committee is established, forward plan to Minister	DOE (CPS)	After development of plan
Consider plan for approval	Minister, DOE	Upon receipt of plan
Review and revise Park management plans	As provided in the plan	As provided in the plan

In the case of Territorial Parks

Where no Committee is established, develop management plan, taking into account recommendations of interested persons or bodies	ED&T	Within 5 years of establishment of park
---	------	---

Where Committee is established

Make recommendations to ED&T regarding management plans	Committee	As required
---	-----------	-------------

Develop management plans for Parks based on recommendations and forward to Committee	ED&T	Within 5 years of establishment of a Park or on the date of ratification, whichever is later
--	------	--

Review plans and forward to Minister	Committee	On receipt of plan
--------------------------------------	-----------	--------------------

Consider Park management plan for approval	Minister, ED&T	On receipt of plan
--	----------------	--------------------

Review and revise Park management plans	As provided in plan	As provided in plan
---	---------------------	---------------------

Funding:

S With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Publication of Park Information

8.4.16 Government shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about Parks in the Nunavut Settlement Area, and any information disseminated or communicated to the public within any Parks in the Nunavut Settlement Area shall be equally prominent in one or more of Canada*s official languages and in Inuktitut.

Management Responsibility:

DOE (CPS)
ED&T

ACTIVITIES	RESPONSIBILITY	TIMING
Translate, print and distribute publications	DOE (CPS), ED&T	ASAP, ongoing
Any information disseminated or communicated to the public within any Parks in Nunavut Settlement Area shall be equally prominent in one or more of Canada*s official languages and in Inuktitut	DOE (CPS), ED&T	ASAP, ongoing

Planning Assumption:

The Northwest Territories Explorers Guide is not required to be translated

Funding:

S As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

S

Year 1	Year 2	Year 3	Year 4	Year 5
45000	24000	..	..	..
Year 6	Year 7	Year 8	Year 9	Year 10
8000	..	..	..	..

Subject: NATIONAL PARKS AND TERRITORIAL PARKS

Obligation, Activity, Project: Dedication

8.4.18 Appropriate recognition shall be made of Inuit history and presence as part of the process of the establishment and operation of a Park.

Management Responsibility:

DOE (CPS)
ED&T
DIO, Inuit Heritage Trust

Referenced Clauses:

8.4.4; 8.4.5; 8.4.6; Schedule 8-3

ACTIVITIES

Establish process for identification and recognition of Inuit history and presence in National Parks

Establish process for identification and recognition of Inuit history and presence in Territorial Parks

RESPONSIBILITY

DOE (CPS), DIO, IHT

ED&T, DIO, IHT

TIMING

ASAP, ongoing

ASAP, ongoing

Subject: CONSERVATION AREAS

Obligation, Activity, Project: Legislation Study

9.3.1 Government, in consultation with Inuit, shall conduct a study to determine the need for new legislation or amendments to existing legislation to designate and manage Conservation Areas in terrestrial and marine environment in the Nunavut Settlement Area. This study shall be completed and published by Government within two years of the date of ratification of the Agreement.

Management Responsibility:

DOE
DRR
Tungavik

Participant/Liaison:

DIOs
DIAND, DFO, DOJ (federal)
DOJ (territorial)
NWMB

Referenced Clauses:

2.6.1; 5.2.34(a); 9.1.1; 9.2.1

ACTIVITIES

RESPONSIBILITY

TIMING

Identify DIO*s

Tungavik

ASAP following date of ratification

Convene meeting(s) of federal, territorial and Inuit representatives to develop terms of reference and conduct Study

DOE, DRR, Tungavik

Within 2 years of date of ratification

Review federal and territorial legislation in consultation with DIOs and publish report

DOE, DRR

Within 2 years of date of ratification

Planning Assumptions:

S Government may consider issuing an executive summary of study in Inuktitut

Funding:

S Refer also to Schedule 2 Part 4 DRR General

Schedule 1
Implementation Worksheets
Article 9 - Conservation Areas

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

Year 1	Year 2	Year 3	Year 4	Year 5
11000	11000	..	...	-
Year 6	Year 7	Year 8	Year 9	Year 10

Subject: CONSERVATION AND MANAGEMENT

Obligation, Activity, Project: Co-Management of Conservation Areas

9.3.2 The establishment, disestablishment or changing of the boundaries of Conservation Areas related to management and protection of wildlife and wildlife habitat shall be subject to the approval of the NWMB pursuant to Sub-section 5.2.34(a). Conservation Areas shall be co-managed by Government and the DIO as provided in Section 9.3.7.

9.3.7 Sections 8.4.11 and 8.4.12 shall apply in like manner to Conservation Areas except that where an IIBA is not concluded in the process of establishing a Conservation Area, the Committee referred to in those sections shall be established when requested by Government or a DIO.

Management Responsibility:

DOE
DIO
DRR

Participant/Liaison:

DIO

Referenced Clauses:

5.3.16; 5.2.34(a); 9.4.1; 9.4.2; Schedule 8-3

ACTIVITIES	RESPONSIBILITY	TIMING
Federal Conservation Areas		
Seek NWMB approval required by 9.3.2	DOE	As required
Where IIBA concluded, - establish Inuit/Government planning & management committee through IIBA	DOE, DIO	As required
- appoint federal members to committee through IIBA	DOE	As required
- appoint Inuit members to committee through IIBA	DIO	As required
Where no IIBA, and upon request by Government or DIO, establish Inuit/Government planning and management committee	DOE, DIO	Upon request
Territorial Conservation Areas		
Seek NWMB approval required by 9.3.2	DRR	As required

Where IIBA concluded,

- | | | | |
|---|---|----------|-------------|
| - | establish Inuit/Government planning & management committee through IIBA | DRR, DIO | As required |
| - | appoint territorial members to committee through IIBA | DRR | As required |
| - | appoint Inuit members to committee through IIBA | DIO | As required |

Where no IIBA, and upon request by government or DIO, establish Inuit/Government planning and meeting committee	DRR, DIO	Upon request
---	----------	--------------

Funding

- Refer also to Schedule 2 Part 4 DRR General
- Refer also to Schedule 2 Part 4 IAA General

Subject: CONSERVATION AREAS

Obligation, Activity, Project: Inuit Impact and Benefit Agreements (IIBA) and Other Economic Benefits

- 9.4.1 Sections 8.4.2 to 8.4.10 shall apply in like manner to Conservation Areas and to government agencies having responsibilities with respect to Conservation Areas. Notwithstanding Sections 8.4.2 to 8.4.4, in cases of emergency, such as the establishment of a critical wildlife area, the IIBA may be concluded forthwith upon, rather than prior to, the establishment of the protected area.**
- 9.4.2 Notwithstanding Section 8.4.2 to 8.4.4. the obligation to conclude an IIBA with respect to Conservation Areas shall:**
- a) not apply to a Conservation Area so long as the Conservation Area does not raise any matter that would have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit;**
 - b) with respect to Conservation Areas that have been established prior to and continue to exist at the date of ratification of the Agreement, be an obligation to conclude an IIBA prior to the fifth anniversary of the date of ratification of the Agreement; and**
 - c) apply in any situation where it is intended that a Conservation Area established for one purpose be re-established for a different purpose where such re-establishment would have a detrimental impact on Inuit or could reasonably confer a benefit on Inuit.**

Management Responsibility:

DOE
DIOs
DRR, ED&T
Conciliator(s)

Referenced Clauses:

Article 8 Part 4

ACTIVITIES	RESPONSIBILITY	TIMING
In the case of Conservation Areas proposed by the Federal Government		
List Conservation Areas subject to provisions of 9.4.1	DOE	ASAP following date of ratification and ongoing
Negotiate for purpose of concluding IIBAs	DOE, DIO	As required
Where no agreement reached on IIBA in a reasonable period of time:		
- select conciliator; and	DOE, DIO	As required
- submit report to Minister	Conciliator	As required
Review IIBAs in good standing and determine requirements for re-negotiation	DOE, DIO	As required
Re-negotiate IIBAs	DOE, DIO	As required

**Schedule 1
Implementation Worksheets
Article 9 - Conservation
Areas**

Provide Government with current and comprehensive lists of DIO Inuit firms together with information on the goods and services they would be in a position to furnish		On a periodic basis
Provide notice to Inuit firms and take all other appropriate action to inform Inuit firms of contracts and bid requirements	DOE	Ongoing as required
Include appropriate clause in tender and contract documents to meet the requirements of 8.4.8	DOE	Ongoing as required
Establish process for providing right of first refusal	DOE	ASAP
Provide notice of business opportunities and ventures to be contracted out with respect to conservation areas in the Nunavut Settlement Area	DOE	Ongoing
Make all reports and materials as described in 8.4.2 available to DIO	DOE	On request

In the case of Conservation Areas proposed by the Territorial Government

List Conservation Areas subject to provisions of 9.4.1	DRR	ASAP following ratification and ongoing
Negotiate for purpose of concluding IIBAs	DRR, DIO	As required
Where no agreement reached on IIBA in a reasonable period of time:		
- select conciliator; and	DRR, DIO	As required
- submit report to Minister	Conciliator	As required
Review IIBAs in good standing and determine requirements for re-negotiation	DRR, DIO	As required
Re-negotiate IIBAs	DRR, DIO	As required
Provide Government with current and comprehensive lists of DIO Inuit firms together with information on the goods and services they would be in a position to furnish		On a periodic basis
Provide notice to Inuit firms and take all other appropriate action to inform Inuit firms of contracts and bid requirements	DRR	Ongoing as required
Include appropriate clause in tender and contract documents to meet the requirements of 8.4.8	DRR	Ongoing as required
Establish process for providing right of first refusal	DRR	ASAP

Provide notice of business opportunities and ventures to be contracted out with respect to conservation areas in the Nunavut Settlement Area	DRR	Ongoing
Make all reports and materials as described in 8.4.2 available to DIO	DRR	On request

Funding:

. Refer also to Schedule 2 Part 4 DRR General

Communication Strategy:

. To be included as part of the process of developing an IIBA

Subject: CONSERVATION AREAS

Obligation, Activity, Project: Publication of Information in Inuktitut and Recognition of Inuit History and Presence in Conservation Areas

9.4.3 Sections 8.4.16 and 8.4.18 shall apply in the like manner to Conservation Areas and to government agencies having responsibilities with respect to Conservation Areas.

Management Responsibility:

DOE
DRR
DIO, Inuit Heritage Trust

Participant/Liaison

DOC
EC&EP

Referenced Clauses:

8.4.16; 8.4.18

ACTIVITIES	RESPONSIBILITY	TIMING
Translate, print and distribute publications	DOE, DRR	ASAP, ongoing
Any information disseminated or communicated to the public within any conservation areas in Nunavut Settlement Area shall be equally prominent in one or more of Canada's official languages and in Inuktitut	DOE, DRR	ASAP, ongoing
Establish process for identification and recognition of Inuit history and presence in Federal Conservation Areas	DOE, DIO, Inuit Heritage Trust	ASAP, ongoing
Establish process for identification and recognition of Inuit history and presence in Territorial Conservation Areas	DRR, DIO, Inuit Heritage Trust	ASAP, ongoing

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for producing, translating and printing the relevant portion of Wildlife Areas of Special Interest to the Department of Renewable Resources and updating the Inuktitut version in Year 6.

Year 1	Year 2	Year 3	Year 4	Year 5
29000		...	...	...
Year 6	Year 7	Year 8	Year 9	Year 10
14000	...	...	...	...

Subject: THELON GAME SANCTUARY

Obligation, Activity, Project: Thelon Game Sanctuary .General

9.5.2 The Territorial Government shall, within five years of the date of ratification of the Agreement, coordinate the preparation of a management plan to jointly conserve and manage the Thelon Game Sanctuary. This shall entail applying the process set out in Sections 8.4.11 and 8.4.12 for that part of the Sanctuary in the Nunavut Settlement Area, and coordinating that process with a process applicable in that part of the Sanctuary which is outside the Nunavut Settlement Area. The Thelon Game Sanctuary Management Plan shall be based on recommendations of the DIO and affected communities. This plan shall be subject to the approval of the federal and territorial governments. No changes will be made to the status of the Thelon Game Sanctuary or its boundary, until the Sanctuary management plan is approved by the federal and territorial governments. Following approval of the Sanctuary management plan, proposals to change the boundary of the Thelon Game Sanctuary, to disestablish the Sanctuary, or to alter its status shall be subject to joint public review by the NWMB and the agency having jurisdiction over management and protection of wildlife and wildlife habitat in that part of the Sanctuary which is outside the Nunavut Settlement Area. Section 9.3.2 applies to any decision of the NWMB respecting that part of the Sanctuary that is within the Nunavut Settlement Area.

Management Responsibility:

DRR

Participant/Liaison:

DIO, DOE

Referenced Clauses:

9.3.7; 8.4.11; 8.4.12; 8.4.13; 8.4.18; Schedule 8-3

ACTIVITIES	RESPONSIBILITY	TIMING
Coordinate preparation of Thelon Game Sanctuary Management Plan including those activities listed under 8.4.11 and 8.4.12	DRR	Within 5 years of date of ratification
Seek recommendations of DIO and affected communities	DRR	Within 5 years of date of ratification
Submit Plan to Minister, DRR and Minister, DIAND for approval	DRR	When Plan completed

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

Year 1	Year 2	Year 3	Year 4	Year 5
100000	100000	100000	...	...
Year 6	Year 7	Year 8	Year 9	Year 10
...

Subject: INSTITUTIONS OF PUBLIC GOVERNMENT

Obligation, Activity, Project: Timetable for Establishment

10.1.1 The Government of Canada undertakes that the following institutions will be established as institutions of public government in accordance with the Agreement, according to the following timetable:

- (a) the Surface Rights Tribunal (Tribunal), six months after the date of ratification of the Agreement, unless established at an earlier date; and
- (b) the following institutions, namely
 - (i) the Nunavut Impact Review Board (NIRB),
 - (ii) the Nunavut Planning Commission (NPC), and
 - (iii) the Nunavut Water Board (NWB),

on the second anniversary of the date of ratification of the Agreement, unless established at an earlier date.

10.1.2 Without in any way limiting the obligation of the Government of Canada, the institutions referred to in Section 10.1.1 shall be established by legislation of the Legislative Assembly to the extent that it has jurisdiction.

10.2.1 All substantive powers, functions, objectives and duties of the institutions referred to in Section 10.1.1 shall be set out in statute. Matters that do not touch upon the substantive powers, functions, objectives, duties, membership ratios and manner of appointment of members of the institutions, may be implemented through regulation, but the discretion to implement through regulation shall in no way be construed so as to broaden the powers set out in Section 10.6.1 and Section 10.7.1.

10.10.1 Where the legislation to establish any of the institutions referred to in Section 10.1.1 is not in effect by the first anniversary of the date specified for their establishment,

- (a) in respect of the Tribunal, the Minister shall appoint persons as members of the Tribunal; and
- (b) in respect of NIRB, the NPC or the NWB, the provisions of the Agreement respecting the appointment of the members of that institution shall be considered to be in effect on that anniversary date, and

upon their appointment, those members shall be considered to have, for all purposes of law, all the powers and duties described in the Agreement.

10.10.2 Without in any way limiting Section 10.2.1, or any other relevant provisions of the Agreement, where an institution is established under Section 10.10.1, Government may provide, by regulation or order, for any matter in relation to that institution, not inconsistent with those powers and duties, to facilitate the operation of that institution.

10.10.3 Government may, at any time, re-establish in the manner provided for in, and consistent with, the other Parts of this Article, any institution established under Section 10.10.1.

Management Responsibility:

DIAND, DOJ (Federal)

Participant/Liaison:

DIO

Referenced Clauses:

2.6.1; 2.12.2; 2.12.3; 8.2.12; Article 6; Article 10 Parts 3 to 8; Article 11 Part 4; Article 12 Part 2; Article 13 Parts 2 and 3; Article 15 Parts 3 and 4; Article 20 Parts 3, 4 and 5; Article 21 Part 8

ACTIVITIES	RESPONSIBILITY	TIMING
Prepare statute and regulation development and drafting plan for institutions of public government in consultation with DIO	DOJ (Federal), DIAND	ASAP prior to development of legislation

Planning Assumptions:

- . Territorial legislation requirements for each of the institutions of public government listed in this section are to apply only to extent of its jurisdiction, if any.
- . DIAND will consult with the Territorial Government regarding legislation
- . Where an amendment is proposed for legislation, the affected institution of public government will be consulted and kept informed.
- . Consultation with DIO includes consultation regarding drafting guidelines for legislation.
- . Federal regulations or amendments to existing regulations may be required for each of the institutions of public government listed in this section.
- . A regulatory audit will be required to ensure existing regulations comply with the agreement.
- . Institutions of public government will be consulted and kept informed of any amendments that will be required to regulations.

Communication Strategy:

- . To be included within the statute and regulation development and drafting plan.

Subject: INSTITUTIONS OF PUBLIC GOVERNMENT

Obligation, Activity, Project: Consolidate, Reallocate, or Vary Certain Administrative Matters

10.6.2 The consolidation and reallocation powers outlined in Section 10.6.1 shall come into effect three years after the establishment of the relevant institutions referred to in Section 10.1.1. In the period prior to these powers coming into effect, such consolidation or reallocation shall require the prior written approval of the DIO.

10.7.3 The powers to vary referred to in Sections 10.7.1 and 10.7.2 shall come into effect one year after the establishment of the relevant institutions referred to in Section 10.1.1. In the period prior to these powers coming into effect, such variance shall require the prior written approval of the DIO.

10.8.1 Government shall consult closely with the DIO and the relevant institution referred to in Section 10.1.1 prior to taking any initiative under Sections 10.6.1, 10.7.1 or 10.7.2. The appropriate DLO or institution shall, upon request, be given an audience with the appropriate Minister as part of such consultation.

Management Responsibility:

DIAND

Participant/Liaison:

DIO
SRT
NPC
NWB
NIRB
DOJ (Federal)

Referenced Clauses:

2.6.1; 2.12.2; 2.12.3; 10.1.1; 10.6.1; 10.7.1; 10.7.2; 39.1.5

ACTIVITIES	RESPONSIBILITY	TIMING
Obtain written approval of the DIO concerning: - Proposed legislation that may consolidate or reallocate the functions of the institutions referred to in 10.1.1, or enable the consolidation of hearings conducted by the institutions in the period before the third anniversary of the establishment of the relevant institution;	DIAND	prior to legislation coming into force
- Proposed legislation that may vary from the provisions of the Agreement relating to the institutions referred to in 10.1.1 with respect to certain administrative matters identified in 10.7.1 in the period before the first anniversary of the establishment of the relevant institution.	DIAND	prior to legislation coming into force

Establish procedures for close consultation with DIO and relevant institutions referred to in 10.1.1 concerning:

- | | | |
|---|-------|-------------------------------|
| - Proposed legislation that may consolidate or reallocate the functions of the institutions referred to in 10.1.1, or enable the consolidation of hearings conducted by the institutions; | DIAND | prior to drafting legislation |
| - Proposed legislation that may vary from the provisions of the Agreement relating to the institutions referred to in 10.1.1 with respect to certain administrative matters identified in 10.7.1. | DIAND | prior to drafting legislation |
| Undertake consultation in relation to 10.6.1, 10.7.1, and 10.7.2 | DIAND | prior to drafting legislation |

Planning Assumptions:

- . DIAND will co-ordinate development of consultation procedures within the federal government.
- . DIAND will consult with Territorial Government regarding legislation.

Subject: NUNAVUT PLANNING COMMISSION (NPC)

Obligation, Activity, Project: Establishment

11.4.1 A Nunavut Planning Commission (NPC) shall be established with the major responsibilities to:

- (a) establish broad planning policies, objectives and goals for the Nunavut Settlement Area in conjunction with Government;
- (b) develop, consistent with other provisions of this Article, land use plans that guide and direct resource use and development in the Nunavut Settlement Area; and
- (c) generally, fulfil the objectives of the Agreement in the manner described, and in accordance with the general principles mentioned in Section 11.2.1, as well as such additional functions as may be agreed upon from time to time by Government and the DIO.

11.4.5 The size and makeup of the membership of the NPC may vary, but the Government of Canada and Territorial Government shall each recommend at least one member and the DIO shall nominate a number of members equal to the total number recommended by Government. The NPC members shall be appointed by the Minister of Indian Affairs and Northern Development from the above-noted recommendations and nominations.

11.4.10 From nominations provided by the NPC, the Minister of Indian Affairs and Northern Development, in consultation with the Territorial Government Minister responsible for Renewable Resources, shall appoint a further member to act as a chairperson. A member of the NPC may be nominated as chairperson and another member appointed under Section 11.4.5.

Management Responsibility:

DIAND, DOJ (Federal)
DRR
DIO
Minister, DIAND

Participant/Liaison:

DIO
IAA
NPC

Referenced Clauses:

2.6.1; 10.1.1; 10.1.2; 10.10.1(b); 11.4.6 to 11.4.9; 11.4.11 to 11.4.13;

ACTIVITIES	RESPONSIBILITY	TIMING
Consult with DIO prior to and during drafting of legislation relating to the NPC	DIAND, DOJ (Federal)	In accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)
Draft and recommend legislation to Parliament or regulation making authority	DIAND, DOJ (Federal)	In accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)
Consult with DIO prior to and during drafting of amendments relating to NPC	DIAND, DOJ (Federal)	As required
For initial appointments:		
Recommend members to Minister, DIAND	DIAND, DRR	Prior to coming into force of legislation or, in absence of legislation, prior to third anniversary of date of ratification
Nominate same number of members as recommended by government	DIO	Prior to coming into force of legislation or in absence of legislation, prior to third anniversary of date of ratification
Review the proposed members for compliance with 11.4.6 and 11.4.7 of the Agreement	DIAND	Within 30 days of receipt of all nominations
Where requirements of 11.4.6 and 11.4.7 are met, appoint members	Minister, DIAND	Upon coming into force of legislation or in absence of legislation, upon the third anniversary of date of ratification
Call initial meeting	DIAND	Within 30 days of appointment of members
Administer Oath of Office	DIAND	Prior to initial NPC meeting
Provide NPC members with copies of Agreement, Implementation Plan and other background material	DIAND, DRR, DIO	Prior to initial NPC meeting
Consult with Minister, DRR on nominations provided by NPC members for chairperson	DIAND	Within 30 days of receipt of nominations

Appoint Chairperson	Minister, DIAND	Within 30 days of consultation
Confirm Appointments in writing to NPC	DIAND	ASAP and no later than 30 days after appointment
Repeat the above activities for any vacancy	All parties identified above	As required

Planning Assumptions:

- . Refer to Schedule 3 Part 3 .NPC Implementation Guidelines
- . Statute and regulation development and drafting plan (see worksheet 10.1.1) will provide for coming into force of legislation by second anniversary of date of ratification
- . DIAND will consult with Territorial Government regarding legislation
- . Where difficulties arise pursuant to 11.4.6 and 11.4.7, refer matter to Implementation Panel for resolution

Funding:

- . Refer to Schedule 2 Part 1 .NPC
- . Refer also to Schedule 2 Part 4 DRR General

Communication Strategy:

- . Press releases at discretion of nominating/appointing agencies announcing the appointment of members

Subject: NUNAVUT PLANNING COMMISSION (NPC)

Obligation, Activity, Project: Budgets

11.4.3 The costs of the NPC shall be the responsibility of Government. The NPC shall prepare an annual budget, subject to review and approval by Government.

Management Responsibility:

DIAND

Participant/Liaison:

NPC

Referenced Clauses:

Article 11; 37.1.1(e)

ACTIVITIES

RESPONSIBILITY

TIMING

Review annual budget prepared by NPC

DIAND

Prior to start of each fiscal year in accordance with funding arrangements

Upon approval of budget provide funding in accordance with funding arrangements under the Contract and with further funding arrangements established with NPC

DIAND

In accordance with funding arrangements

Planning Assumptions:

- . The Minister will establish further funding arrangements, pursuant to Part 5 of the Contract, with the NPC
- . Refer to Schedule 3 Part 3 .NPC Implementation Guidelines

Funding:

- . Refer to Schedule 2 Part 1 .NPC

Subject: NUNAVUT IMPACT REVIEW BOARD (NIRB)

Obligation, Activity, Project: Establishment of Nunavut Impact Review Board (NIRB)

12.2.1 A Nunavut Impact Review Board (NIRB) shall be established as an institution of public government. Responsibility for the operation of NIRB shall vest in the members of NIRB.

12.2.6 NIRB shall be a board composed of nine members, one of whom shall be the chairperson. The members shall be appointed as follows:

- (a) four members shall be appointed by the federal Minister responsible for Northern Affairs, upon nomination by the DIO;**
- (b) a total of two members shall be appointed by one or more Ministers of the Government of Canada;**
- (c) a total of two members shall be appointed by one or more Ministers of the Territorial Government; at least one of whom shall be appointed by the Minister responsible for Renewable Resources;**
- (d) from nominations agreed to and provided by persons appointed under (a) to (c), the chairperson shall be appointed by the federal Minister responsible for Northern Affairs in consultation with the Territorial Government;**
- (e) in the nomination and appointment of a chairperson, preference shall be given to persons resident in the Nunavut Settlement Area where candidates are equally qualified.**

12.2.10 Where a vacancy occurs, a replacement member may be nominated and appointed pursuant to the provisions of Section 12.2.6 for the remainder of the term of the former member.

Management Responsibility:

DIAND, DOJ (Federal)
DIO
DRR
IAA
(Other Federal Minister)

Participant/Liaison:

DIO
NIRB

Referenced Clauses:

2.6.1; Article 10; Article 12, 13.5.1, 13.6.1, 15.4.1

ACTIVITIES	RESPONSIBILITY	TIMING
Consult with DIO prior to and during drafting of legislation to establish NIRB	DIAND, DOJ (Federal)	In accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)
Draft and recommend legislation to Parliament or regulation making authority to establish NIRB	DIAND, DOJ (Federal)	In accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)
Consult with DIO prior to and during drafting of amendments relating to NIRB	DIAND, DOJ (Federal)	As required
For initial appointments:		
Nominate 4 members to the Minister, DIAND	DIO	Prior to coming into force of legislation or, in absence of legislation, prior to third anniversary of date of ratification
Appoint 4 members nominated by DIO	Minister, DIAND	Upon coming into force of legislation or, in absence of legislation upon third anniversary of date of ratification
Appoint 2 members	Federal Minister(s)	Upon coming into force of legislation or, in absence of legislation upon third anniversary of date of ratification
Appoint 2 members	Ministers of IAA and DRR	Upon coming into force of legislation or, in absence of legislation upon third anniversary of date of ratification
Call initial meeting	DIAND	Within 30 days of appointment of members
Administer oath of office to members	DIAND	Prior to initial NIRB meeting
Provide members with copies of Agreement, Implementation Plan and other background material	DIAND, IAA, DRR, DIO	Prior to initial NIRB meeting
Consult with DRR, IAA Ministers on nominations provided by NIRB members for chairperson	DIAND	Within 30 days of receipt of nominations

**Schedule 1
Implementation Worksheets
Article 12 - Development
Impact**

Appoint chairperson with preference given to resident of Nunavut Settlement Area in accordance with 12.2.6(e)	DIAND	Within 30 days of consultation
Confirm appointments in writing to NIRB	DIAND	ASAP and no later than 30 days after appointment
Repeat the above activities for any vacancy	all parties identified above	As required

Planning Assumptions:

- . Refer to Schedule 3 Part 4 .NIRB Implementation Guidelines
- . Statute and regulation development and drafting plan (see worksheet 10.1.1) will provide for coming into force of legislation by second anniversary date of ratification.
- . DIAND will consult with Territorial Government regarding legislation.

Funding:

- . Refer to Schedule 2 Part 1 .NIRB
- . Refer also to Schedule 2 Part 4 DRR General
- . Refer also to Schedule 2 Part 4 IAA General

Communication Strategy:

- . Press releases at discretion of Ministers DIAND, DRR, IAA

Subject: ESTABLISHMENT OF NUNAVUT IMPACT REVIEW BOARD (NIRB)

Obligation, Activity, Project: Budgets

12.2.31 The costs of NIRB shall be the responsibility of Government. NIRB shall prepare an annual budget subject to review and approval by Government.

Management Responsibility:

DIAND

Participant/Liaison:

NIRB

Referenced Clauses:

Article 12; 37.1.1(e)

ACTIVITIES	RESPONSIBILITIES	TIMING
Review annual budget prepared by NIRB	DIAND	Prior to start of each fiscal year in accordance with funding arrangements
Upon approval of budget provide funding in accordance with funding arrangements under the Contract and with further funding arrangements established with NIRB	DIAND	In accordance with funding arrangements

Planning Assumptions:

- . The Minister will established further funding arrangements pursuant to Part 5 of the Contract with the NIRB
- . Refer to Schedule 3 Part 4 .NIRB Implementation Guidelines

Funding:

- . Refer to Schedule 2 Part 1 .NIRB

Subject: REVIEW BY A FEDERAL ENVIRONMENT ASSESSMENT REVIEW PANEL

Obligation, Activity, Project: Membership on panels

- 12.6.1** Where the Minister under Sub-section 12.4.7(a) decides to refer a project proposal to the Minister of the Environment for public review by a federal environmental assessment panel, the panel shall conduct its review in accordance with the provisions of this Part and with any other procedures, principles and general practices that provide at least the same opportunity for an open and comprehensive public review as provided by the Environmental Assessment and Review Process Guidelines Order (S.O.R./84-467, 22 June, 1984).
- 12.6.2** For a project proposal within the Nunavut Settlement Area, the Minister of the Environment shall be free to appoint members to a panel in accordance with the Minister's general practice, except that at least one quarter of the panel members shall be appointed from a list of nominees given to the Minister of the Environment by the DIO, and at least one quarter from a list of nominees given to the Minister of the Environment by the appropriate Territorial Government Minister. Nothing shall prevent the DIO or the Territorial Government Minister from nominating candidates who are already members of NIRB.
- 12.6.3** When a project proposal would take place both inside the Nunavut Settlement Area and an adjacent area used by another aboriginal group or groups, at least one quarter of the panel members shall be appointed from nominees of the DIO and the other relevant aboriginal group or groups, in accordance with any agreement between the DIO and the other aboriginal group or groups.
- 12.6.4** Members of panels shall:
- (a) be unbiased and free of any potential conflict of interest relative to the project proposal under review; for greater certainty no panel member who is an Inuk shall be considered biased solely because the panel member is an Inuk; and
 - (b) have special knowledge and experience relevant to the anticipated technical, environmental or social effects of the project proposal under review.

Management Responsibility:

Minister, DOE
Appropriate Territorial Government Minister(s)
DIO

Referenced Clauses:

12.4. 7(a)

ACTIVITIES	RESPONSIBILITY	TIMING
Provide Minister, DOE with list of nominees	DIO	When proposal is referred for review by federal environmental assessment review panel
Provide Minister, DOE with list of nominees	Appropriate Territorial Government Minister(s)	When proposal is referred for review by federal environmental assessment review panel

Appoint panel members in accordance with Minister's general practice, ensuring for a project proposal within Nunavut Settlement Area at least one quarter are from list of nominees provided by DIO and one quarter are from list of nominees provided by appropriate Territorial Minister(s) and when a project proposal would take place both inside Nunavut Settlement Area and an adjacent area used by another aboriginal group or groups, ensure at least one quarter are from nominees of DIO and other relevant aboriginal group or groups in accordance with any agreement between DIO and the other group or groups

Minister, DOE

After receipt of nominations

Subject: GENERAL ENVIRONMENTAL MONITORING

Obligation, Activity, Project: Processing of General Monitoring

12.7.6 There is a requirement for general monitoring to collect and analyze information on the long term state and health of the ecosystemic and socio-economic environment in the Nunavut Settlement Area. Government, in co-operation with the NPC, shall be responsible for developing a general monitoring plan and for directing and coordinating general monitoring and data collection. The NPC shall:

- (a) in accordance with the plan, collate information and data provided by industry, government departments and agencies, amongst others;
- (b) in accordance with the plan, report periodically on the ecosystemic and socio-economic environment of the Nunavut Settlement Area; and
- (c) use the information collected under Sub-sections (a) and (b) to fulfil its existing responsibilities under Article 11.

Management Responsibility:

DIAND

Participation/Liaison:

NPC
Appropriate government departments

Referenced Clauses:

12.7.7; Article 11

ACTIVITIES	RESPONSIBILITY	TIMING
Identify government agencies involved in monitoring and data collection	DIAND	ASAP
In cooperation with NPC, establish a process to coordinate monitoring and data collection by government agencies	DIAND	ASAP after NPC established
In cooperation with NPC, review existing ecosystem and socio-economic monitoring programs in the Nunavut Settlement Area	DIAND	ASAP after NPC established
In cooperation with NPC, develop a general monitoring plan	DIAND	ASAP after NPC established
Provide information and data collected by government to NPC for collating	DIAND	In accordance with general monitoring plan
In cooperation with NPC, direct and coordinate general monitoring and data collection	DIAND	In accordance with general monitoring plan

Subject: TRANSBOUNDARY ENVIRONMENTAL IMPACT AGREEMENTS

Obligation, Activity, Project: Agreements Regarding Transboundary Impacts

12.11.2 Without limiting the jurisdiction of NIRB or EARP as set out in this Article, the Government of Canada and the Territorial Government, assisted by NIRB, shall use their best efforts to negotiate agreements with other jurisdictions to provide for collaboration in the review of project proposals which may have significant transboundary ecosystemic or socio-economic impacts.

Management Responsibility:

DIAND
DRR

Participant/Liaison:

NIRB

Referenced Clauses:

12. 11. 1

ACTIVITIES

Use best efforts to negotiate, with the assistance of agreements with other jurisdictions to provide for collaboration in review of project proposal which may have significant transboundary ecosystemic or socio-economic impacts

RESPONSIBILITY

NIRB, DIAND, DRR

TIMING

Ongoing

Subject: NUNAVUT WATER BOARD (NWB)

Obligation, Activity, Project: Establishment of Nunavut Water Board (NWB)

13.2.1 A Nunavut Water Board (NWB) shall be established as an institution of public government. It shall have responsibilities and powers over the regulation, use and management of water in the Nunavut Settlement Area, on a basis at least equivalent to the powers and responsibilities currently held by the Northwest Territories Water Board under the Northern Inland Waters Act RSC 1985, c. N-25, and any other responsibilities acquired under this Article.

13.3.1 The NWB shall be composed of nine members. The members shall be appointed as follows:

- (a) four members shall be appointed by the Minister of Indian Affairs and Northern Development upon nomination by a DIO;
- (b) two members shall be appointed by the Minister of Indian Affairs and Northern Development;
- (c) two members shall be appointed by the Minister of Indian Affairs and Northern Development upon nomination by designated Ministers of the Territorial Government, one of whom shall be the Minister responsible for Renewable Resources; and
- (d) a chairperson shall be appointed by the Minister of Indian Affairs and Northern Development following consultation with the other members.

13.3.5 Where a vacancy occurs, a replacement member may be nominated or appointed for the remainder of the term of the vacant member by the DIO nominating the member under paragraph 13.3.1(a) or by the Minister appointing the member under paragraphs 13.3.1(b) or (c). Upon receiving the nomination, the Minister shall appoint the replacement member pursuant to Section 13.3.1.

Management Responsibility:

DIAND, DOJ (Federal)
DIO
DRR
IAA
Minister, DIAND

Participant/Liaison:

DIO
NWB

Referenced Clauses:

2.6.1; Article 10; Article 13; 15.4.1; Article 20 Parts 3, 4 and 5.

ACTIVITIES

Consult with DIO prior to and during drafting of legislation to establish NWB

RESPONSIBILITIES

DIAND, DOJ (Federal)

TIMING

In accordance with statute and regulation development and drafting plan (see worksheet10.1.1)

**Schedule 1
Implementation
Worksheets
Article 13 - Water Management**

Draft and recommend legislation to Parliament or regulation making authority to establish NWB		DIAND, DOJ (Federal) In accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)
Consult with DIO prior to and during drafting of amendments relating to NWB	DIAND, DOJ (Federal)	As required
For initial appointments:		
Nominate 4 members to Minister,	DIAND	DIO Prior to coming into force of legislation or, in absence of legislation, prior to third anniversary of date of ratification
Nominate 2 members to Minister, DIAND	DRR, IAA	Prior to coming into force of legislation or, in absence of legislation, prior to third anniversary of date of ratification
Appoint members nominated by DIO, DRR, and IAA	Minister, DIAND	Upon coming into force of legislation or in absence of legislation, upon the third anniversary of date of ratification
Appoint 2 members	Minister, DIAND	Upon coming into force of legislation or in absence of legislation, upon the third anniversary of date of ratification
Call initial meeting	DIAND	Within 30 days of appointment of members
Administer Oath of Office	DIAND	Prior to initial NWB meeting
Provide NWB members with copies of Agreement, Implementation Plan and other background material	DIAND, IAA, DRR, DIO	Prior to initial NWB meeting
Consult with board members on chairperson	Minister, DIAND	Within 30 days of initial meeting
Appoint chairperson	Minister, DIAND	Within 30 days of consultation
Confirm appointments in writing to NWB	DIAND	ASAP and no later than 30 days after appointment

Repeat the above activities for any vacancy

All parties identified
above

As required

Planning Assumptions:

- . Refer to Schedule 3 Part 2 .NWB Implementation Guidelines
- . Statute and regulation development and drafting plan (see worksheet 10.1.1) will provide for coming into force of legislation by second anniversary date of ratification
- . DIAND will consult with Territorial Government regarding legislation

Funding:

- . Refer to Schedule 2 Part 1 .NWB
- . Refer also to Schedule 2 Part 4 DRR General
- . Refer also to Schedule 2 Part 4 IAA General

Communication Strategy:

- . Press release at discretion of Minister, DIAND

Subject: NUNAVUT WATER BOARD (NWB)

Obligation, Activity, Project: Budgets

13.3.17 The costs of the NWB shall be the responsibility of Government. The NWB shall prepare an annual budget, subject to review and approval by Government.

Management Responsibility:

DIAND

Participant/Liaison:

NWB

Referenced Clauses:

Article 13; 37.1.1(e)

ACTIVITIES

RESPONSIBILITIES

TIMING

Review annual budget prepared by NWB

DIAND

Prior to start of next fiscal year in accordance with funding arrangements

Upon approval of budget provide funding in accordance with funding arrangements under the Contract and with further funding arrangements established with NWB

DIAND

In accordance with funding arrangements

Planning Assumptions:

- . Minister will establish further funding arrangements pursuant to Part 5 of the Contract with the NWB
- . Refer to Schedule 3 Part 2 .NWB Implementation Guidelines

Funding:

- . Refer to Schedule 2 Part 1 .NWB

Subject: NWB OVERLAP AGREEMENTS

Obligation, Activity, Project: Interjurisdictional Water Use Management

13.10.1 Where a drainage basin is shared between the Nunavut Settlement Area and another jurisdiction, the Government of Canada and the Territorial Government, assisted by the NWB, shall use their best efforts to negotiate agreements with other jurisdictions concerned with the use and management of such drainage basins.

Management Responsibility:

DIAND
DRR

Participant/Liaison:

NWB

Referenced Clauses:

13.10.2

ACTIVITIES	RESPONSIBILITIES	TIMING
Use best efforts to negotiate, with the assistance of the NWB, interjurisdictional water use and management agreements	DIAND, DRR	Ongoing

Planning Assumptions:

- Water use and management agreements are potentially needed with other jurisdictions in Canada
- Government will contact other jurisdictions and explain the management regime in the Nunavut Settlement Area. Government will identify the need for interjurisdictional water use and management agreements

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Conveyance of Built-up Municipal Lands

14.3.1 As soon as practicable, and in any event no later than three years after the date of ratification of the Agreement, the Commissioner shall convey the fee simple estate to the Municipal Lands within the built-up area of the municipality to the Municipal Corporation. The built-up area shall include, but shall not be restricted to infrastructure requirements of the municipality including water reservoirs and facilities, community dump sites, sewage lagoons and treatment plants, borrow pits for granular, quarry and construction materials, and graveyards. Necessary remedial surveys of the built-up area shall be done expeditiously by the Territorial Government which shall be responsible for the cost thereof.

Management Responsibility:

Commissioner
Territorial Government

Participant/Liaison:

Municipal Corporations
DIOs

Referenced Clauses:

14.3.2; 14.3.3; 14.9.1; Article 23 Parts 3 -5; Schedule 14-1

ACTIVITIES	RESPONSIBILITY	TIMING
Convey title of lands to the municipal corporation	Commissioner (Territorial Government)	Within three years after the date of ratification
Undertake and complete in an expeditious manner necessary remedial surveys of the built-up area	Territorial Government	As required

Planning Assumptions:

In order to convey land title to the municipal corporation there will be: identification of lands; enactment of by-laws; and issue of notification of title. In order for the administration of land to occur at the municipal level there is a requirement for extensive training at the municipal level in land administration and the establishment of administrative systems and procedures.

There will be a significant number of remedial surveys which will be required to deal with developed parcels which have never been surveyed and various existing parcels which have been subdivided by a sketch plan.

Land administration may be taken on by all communities in a phased approach. The costs associated with implementing this obligation will vary substantially depending on the degree of direct community involvement. For example, should it be decided that each community now requires a land use planner/administrator, this will have a significant cost implication compared with the current system of centralized planning.

The parties intend that the Agreement will be amended to enable title transfer of water reservoirs and facilities, community dump sites, sewage lagoons and treatment plants, borrow pits and graveyards without requirement for a survey.

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities and those under worksheet 14.3.2:

Year 1	Year 2	Year 3	Year 4	Year 5
175000	175000	175000	...	...
Year 6	Year 7	Year 8	Year 9	Year 10

Refer also to Schedule 2 Part 4 DOJ General

Education Strategy:

Training of land administrators/managers at the municipal level will be undertaken

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Conveyance of Remaining Municipal Lands

14.3.2 Subsequent to the conveyance of the fee simple estate of the built-up area of the municipality under Section 14.3.1, and upon the request of the Municipal Corporation, the fee simple estate to any or all legally surveyed portions of Municipal Lands shall be conveyed forthwith to the Municipal Corporation.

Management Responsibility:

Territorial Government

Participant/Liaison:

Municipal Corporations

Referenced Clauses:

14.3.1; 14.3.3; Schedule 14-1

ACTIVITIES

Upon request by a municipal corporation, convey the fee simple estate to any or all remaining legally surveyed portions of Municipal Lands to the municipal corporation

RESPONSIBILITY

Territorial Government

TIMING

Subsequent to the conveyance of the fee simple estate of the built-up area to the municipality under 14.3.1

Planning Assumptions:

In order to convey land title to the municipal corporation there will be: identification of lands; enactment of by-laws; and issue of notification of title. In order for the administration of land to occur at the municipal level there is a requirement for extensive training at the municipal level in land administration and the establishment of administrative systems and procedures

Land administration systems and procedures will have been established at the municipal level

The lands will be identified, by-laws enacted and notification of title issued

Territorial Government will recover the development costs of land conveyed to the municipal corporations upon the Municipality either selling or leasing the lands.

Funding:

Refer also to Schedule 2 Part 4 DOJ General

All the costs have been included under 14.3.1

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Administration of Municipal Lands

14.4.1 As the date of the ratification of the Agreement, all Municipal Lands, the fee simple estate to which has not been conveyed to the Municipal Corporation, shall be administered and controlled by the Commissioner for the use and benefit of the municipality.

14.4.2 The Commissioner shall not create or dispose of any interest or estates in Municipal Lands without prior written permission of the Municipal Corporation, conditional or otherwise.

Management Responsibility:

Commissioner, MACA

Referenced Clauses:

14.4.3; 14.5.1; 14.5.2; 14.5.3; Schedule 14-1

ACTIVITIES

RESPONSIBILITY

TIMING

Continue to administer and control all the Municipal Lands, the fee simple estate of which has not been conveyed to the municipal corporation

Commissioner, MACA

As of the date of ratification

Administer and control these Municipal Lands for the use and benefit of the municipality

Commissioner, MACA

As of the date of ratification

Obtain written permission of Municipal Corporation for the creation or disposition of any interest or estates in Municipal Lands subject to 14.4.3

Commissioner, MACA

As required

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Administration of Municipal Lands

14.4.3 Notwithstanding Sections 14.4.1 and 14.4.2, following the date of ratification of the Agreement, and prior to the conveyance to the Municipal Corporation, the Commissioner may transfer administration and control of Municipal Lands to any Minister, agent, or servant of the Crown but subject to

- (a) the approval of the Municipal Corporation, conditional or otherwise; or
- (b) the payment of compensation to the Municipal Corporation, on the same basis as if the transfer were an expropriation,

and upon such transfer the lands shall cease to be Municipal Lands.

Management Responsibility:

MACA

Participant/Liaison:

departments that require land from Municipal Corporation
Municipal Corporation

ACTIVITIES

Obtain approval of Municipal Corporation or ensure payment of compensation to Municipal Corporation

RESPONSIBILITY

MACA

TIMING

Prior to transfer of administration and control of Municipal Lands to any Minister, agent or servant of the Crown

Planning Assumptions:

- . This will occur on an as and when required basis
- . MACA coordinates on behalf of Commissioner

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Administration of 100 foot strip along shoreline of seacoast, navigable rivers and navigable lakes

14.5.2 The Commissioner shall not:

- (a) permanently alienate all or any part of the 100 foot strip referred to in Paragraph 14.1. 1(b)(ii), or
- (b) create any interest in all or any part of the 100 foot strip referred to in Paragraph 14.1. 1(b)(ii) without prior written permission of the Municipal Corporation, conditional or otherwise.

14.5.3 Notwithstanding Sections 14.5.1 and 14.5.2, following the date of ratification of the Agreement, the Commissioner may transfer administration and control of any part of the 100 foot strip referred to in Paragraph 14.1.1(b)(ii) to any Minister, agent, or servant of the Crown but subject to

- (a) the approval of the Municipal Corporation, conditional or otherwise, or
- (b) the payment of compensation to the Municipal Corporation, on the same basis as if the transfer were an expropriation,

and upon such transfer the lands shall cease to be administered and controlled for the use and benefit of the municipality.

Management Responsibility:

MACA

Participant/Liaison:

Municipal Corporations
Commissioner

Referenced Clauses:

14.1.1(b)(ii); 14.5.1

ACTIVITIES	RESPONSIBILITY	TIMING
Obtain written permission of the appropriate Municipal Corporation	MACA	Prior to creating any interest in all or in part of the 100 foot strip
Obtain approval of the appropriate Municipal Corporation, conditional or otherwise, or ensure payment of compensation to the Municipal Corporation	MACA	Prior to transfer of administration and control of any part of the 100 foot strip

Planning Assumptions:

MACA coordinates, on behalf of the Commissioner

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Right to Acquire Government Lands

14.7.1 Where, after the date of ratification of the Agreement, Government determines that land within a municipal boundary held at the date of ratification of the Agreement, is no longer needed for government purposes, and such land has been declared to be surplus, Government shall convey the fee simple estate to the Municipal Corporation in exchange for nominal consideration.

Management Responsibility:

Government of Canada, Territorial Government, Municipal Corporations

Referenced Clauses:

14.9.1

ACTIVITIES

Negotiate the nominal consideration for conveyance to Municipal Corporation of land within municipal boundary held at date of ratification

Convey to the municipal corporation the fee simple estate of the surplus land

RESPONSIBILITY

Government of Canada, Territorial Government, Municipal Corporations

Government of Canada, Territorial Government

TIMING

If Government determines land no longer needed for government purposes and land has been declared surplus

If Government determines land no longer needed for government purposes and land has been declared surplus

Planning Assumptions:

The lands will be identified, by-laws enacted and notification of title issued

The nominal consideration will be negotiated with the Municipal Corporation based on the principle of recovery of development costs

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Limits on Alienation of Municipal Lands-Referendum

14.8.1 Between the first and second anniversary of the date of the ratification of the Agreement, the Territorial Government shall conduct a referendum within each municipality to determine whether a majority of the municipal voters are in favour of restricting alienation of Municipal Lands.

Management Responsibility:

MACA

Participant/Liaison:

Municipal Corporations

Referenced Clauses:

14.8.2; 14.8.3; 14.8.4; 14.8.5

ACTIVITIES

RESPONSIBILITY

TIMING

Conduct a referendum regarding the alienation of municipal lands

MACA

Between the first and second anniversary of the date of ratification

Planning Assumptions:

The referendum is held in conjunction with municipal elections, as an additional question on a municipal ballot

Workshops will be needed to explain the implications of restricting or not restricting the alienation of Municipal Lands

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for this activity:

Year 1	Year 2	Year 3	Year 4	Year 5
...	25000	...	...	...
Year 6	Year 7	Year 8	Year 9	Year 10

Refer also to Schedule 2 Part 4 DOJ General

Communication Strategy:

Information to be provided by Territorial Government to voters through information packages distributed well in advance of referendum to ensure community members understand the issues of the referendum

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Limits on Alienation of Municipal Land of a Municipality

14.8.5 Where a municipal plan is not in effect with respect to all or part of the Municipal Lands of a municipality, the Municipal Corporation shall not create any legal or equitable interest or estate in the land or otherwise allow development to proceed on the lands, without the prior written permission of the Commissioner.

Management Responsibility:

Municipal Corporation

Participant/Liaison:

Commissioner

ACTIVITIES

Obtain written permission of Commissioner

RESPONSIBILITY

Municipal Corporation

TIMING

Prior to creating any legal or equitable interest or estate in Municipal Lands where a municipal plan is not in effect with respect to all or part of the municipal lands

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Limits on Alienation of Municipal Land of a Municipality

14.8.5 Where a municipal plan is not in effect with respect to all or part of the Municipal Lands of a municipality, the Municipal Corporation shall not create any legal or equitable interest or estate in the land or otherwise allow development to proceed on the lands, without the prior written permission of the Commissioner.

Management Responsibility:

Municipal Corporation

Participant/Liaison:

Commissioner

ACTIVITIES

Obtain written permission of Commissioner

RESPONSIBILITY

Municipal Corporation

TIMING

Prior to creating any legal or equitable interest or estate in Municipal Lands where a municipal plan is not in effect with respect to all or part of the municipal lands

Subject: MUNICIPAL LANDS

Obligation, Activity, Project: Abandoned Municipalities

14.10.1 In the event that a Municipal Corporation no longer exists, its Municipal Lands are abandoned and its Municipal lands are not required for government purposes the DIO shall have right of first refusal:

(a) to purchase the lands; or

(b) at the election of the DIO, to exchange the lands for Inuit Owned Lands of comparable value; when Government and the DIO cannot agree on the lands to be exchanged, the matter shall be resolved pursuant to Article 38.

Management Responsibility:

MACA

Participant/Liaison:

DIO

ACTIVITIES	RESPONSIBILITY	TIMING
In the event that a Municipal Corporation no longer exists and its Municipal Lands are not required for government purposes, notify DIO of its right of first refusal	MACA	Prior to considering any offer to acquire the lands
Communicate to MACA decision whether to purchase the lands, accept an exchange of the municipal lands for Inuit Owned Lands of comparable value, or waive exercise of right	DIO	Within 120 days of notification
Make arrangements with MACA on the purchase or exchange of lands, whichever option is elected	DIO	ASAP after decision communicated to MACA
Refer matter of what lands to be exchanged to arbitration pursuant to Article 38	MACA, DIO	Where option of exchange elected but cannot agree on what lands to be exchanged and MACA or DIO wish resolution of matter

Planning Assumptions:

S Negotiations, to the extent possible, will be done through correspondence or telecommunications

Subject: MARINE AREAS

Obligation, Activity, Project: Coordinated Management of Migratory Marine Species

15.3.1 Government will maintain a structure or structures to promote coordinated management of migratory marine species in Zones I and II and adjacent areas.

15.3.2 The NWMB shall appoint appropriate representation from the Nunavut Settlement Area to the structure or structures referred to in Section 15.3.1.

Management Responsibility:

DFO, DOE
DRR

Participant/Liaison:

DIOs, NWMB

Referenced Clauses:

15.3.3; 15.3.4; 15.3.5; Article 15 Part 4

ACTIVITIES	RESPONSIBILITY	TIMING
Identify or establish, structure(s)	DFO, DOE, DRR	ASAP
Maintain the original or another structure(s)	DFO, DOE, DRR	Ongoing
Notify and familiarize NWMB regarding structure(s)	DFO, DRR	ASAP and ongoing

Planning Assumptions:

- S A structure or structures referred to in 5.3. 1 shall not diminish the decision-making role of the NWMB within the marine areas of the Nunavut Settlement Area. (15.3.3)
- S Orientation of NWMB members concerning wildlife management in Zones 1 and 2 will be addressed in the Implementation Guidelines for NWMB
- S Establishment of structure(s) will be in consultation with NWMB

Funding:

Refer also to Schedule 2 Part 4 DRR General

Subject: MARINE AREAS

Obligation, Activity, Project: Wildlife Management in Zones I and II

15.3.4 Government shall seek the advice of the NWMB with respect to any wildlife management decisions in Zones I and II which would affect the substance and value of Inuit harvesting rights and opportunities within the marine areas of the Nunavut Settlement Area. The NWMB shall provide relevant information to Government that would assist in wildlife management beyond the marine areas of the Nunavut Settlement Area.

Management Responsibility:

DIAND, DOE, DFO
DRR

Participant/Liaison:

NWMB

Referenced Clauses:

Article 15 Parts 1, 3 and 4

ACTIVITIES	RESPONSIBILITY	TIMING
Establish communication process between Government and the NWMB	DIAND, DRR	ASAP
Seek the advice of the NWMB	DIAND, DOE, DFO, DRR	As required

Planning Assumption:

NWMB will provide relevant information to Government

Funding:

Refer also to Schedule 2 Part 4 DRR General

Subject: MARINE AREAS

Obligation, Activity, Project: Consultation with NWMB on Research Proposals and Applications

15.3.6 The NWMB 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 Zones I and II and, in making any decision which affects Zones I and II, Government shall consider such recommendations.

Management Responsibility:

DOE/DFO
DRR

Participant/Liaison:

NWMB

Referenced Clauses:

15.3.2; 15.3.3; 15.3.4

ACTIVITIES

In accordance with 15.3.6, consider recommendations of NWMB in making any decision which affects Zones I and II

RESPONSIBILITY

DOE, DFO and DRR

TIMING

Ongoing

Funding:

S Refer also to Schedule 2 Part 4 DRR General

Subject: MARINE AREAS

Obligation, Activity, Project: Allocation of Commercial Fishing Licences Within Zones I and II

15.3.7 Government recognizes the importance of the principles of adjacency and economic dependence of communities in the Nunavut Settlement Area on marine resources, and shall give special consideration to these factors when allocating commercial fishing licences within Zones I and II. Adjacency means adjacent to or within a reasonable geographic distance of the zone in question. The principles will be applied in such a way as to promote a fair distribution of licences between the residents of the Nunavut Settlement Area and the other residents of Canada and in a manner consistent with Canada's interjurisdictional obligations.

Management Responsibility:

DFO

Referenced Clauses:

15.3.8; Article 42 Part 2

ACTIVITIES.

Give special consideration to and apply principles of adjacency and economic dependence of communities in the Nunavut Settlement Area on marine resources

RESPONSIBILITY

DFO

TIMING

When allocating commercial fishing licences within Zones I and II

Subject: OUTER LAND FAST ICE ZONE . EAST BAFFIN COAST

Obligation, Activity, Project: Marine Mammal Populations

16.1.3 Fisheries in the Outer Land Fast Ice Zone shall be managed so as not to deplete marine mammal populations.

Management Responsibility:

DFO

Participant/Liaison:

DRR
NWMB

Referenced Clauses:

16.1.1; 16.1.2

ACTIVITIES	RESPONSIBILITY	TIMING
Manage fisheries in Outer Land Fast Ice Zone so as not to deplete marine mammal populations	DFO	Ongoing

Planning Assumptions:

- DFO will consult with NWMB and Territorial Government in fulfilling this obligation

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Record of Vesting of Inuit Owned Lands

- 19.3.3 A copy of the maps referred to in Section 19.3.1, certified by both Parties as true and accurate, shall be provided to each of the Parties prior to the delivery of the maps pursuant to Section 19.3.2.
- 19.3.4 The registrar shall record the fact of the vesting of title in the DIO of the Inuit Owned Lands referred to in Section 19.3.1 as soon as possible after the date of ratification of the Agreement.
- 19.4.2 The lands described in an item of Part III of Schedule 19-8 shall vest in the DIO as Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b) on the date or event specified in that item.

Management Responsibility:

Registrar

Participant/Liaison:

DIO

Referenced Clauses:

19.3.1; 19.3.2; 19.3.3; 19.8.4; 19.8.5; 19.8.6; 19.8.7

ACTIVITIES

RESPONSIBILITY

TIMING

Record fact of vesting to the DIO of the Inuit Owned Lands referred to in 19.3.1
Record fact of vesting to the DIO of Inuit Settlement Lands referred to in 19.4.2

Registrar
Registrar

ASAP after date of ratification
ASAP after date or event specified in Part II of Schedule 19-8

Planning Assumptions:

Recording of fact of vesting of all Inuit Owned Lands is at no cost to DIO

Funding:

Refer also to Schedule 2 Part 4 DOJ General

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Grant of Future Inuit Owned Lands

19.4.1 Government shall grant to the DIO, as Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b), the lands described in an item of Part I or II of Schedule 19-8:

(a) in the case of Part I of the Schedule, six months after

(i) the DIO provides Government with a letter obtained from the lessee referred to in that item stating that the lessee consents to its lease being located on Inuit Owned Lands, or

(ii) the lease referred to in that item terminates,

whichever event first occurs, on the condition the consent is given or the lease terminates within two years of the date of ratification of the Agreement; and

(b) in the case of Part II of the Schedule, when Government declares the lands to be surplus to its needs and the DIO pays Government their fair market value.

Management Responsibility:

DIAND
DIO
Government of Canada

Referenced Clauses:

19.2. 1(b); Schedule 19-8

ACTIVITIES	RESPONSIBILITY	TIMING
Where lease has not yet terminated on lands described in Part I of Schedule 19-8 seek letter from lessee stating lessee consents to lease on Inuit Owned Lands and, if obtained, provide letter to DIAND	DIO	Within 2 years of ratification of Agreement
Grant lands described in Part I of Schedule 19-8	DIAND	6 months after DIO provides DIAND with letter of consent from lessee or after lease terminates, whichever comes first, provided either event occurs within 2 years of date of ratification
Notify DIO that lands described in Part II of Schedule 19-8 declared surplus to Government needs	DIAND	Upon declaration
Pay Government fair market value for lands described in Part II of Schedule 19-8 if Government declared lands to be surplus to its needs and DIO decides to purchase them	DIO	Before Government grants the lands to DIO

**Schedule I
Implementation Worksheets
Article 19 - Title to Inuit Owned Lands**

Grant lands described in Part II of Schedule 19-8 if
Government declared lands to be surplus to its needs and
DIO decided to purchase them

Government of Canada

Upon receipt of payment
of fair market value from
DIO

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Future grants to Government

- 19.6.1** The DIO shall grant to Government, at no cost to Government, for microwave repeater structures to be established as part of the North Warning System,
- (a) its full interest in the parcels of Inuit Owned Lands specified in Part I of Schedule 19-10, and
 - (b) up to two easements on the parcels of Inuit Owned Lands specified in part II of Schedule 19-10,
- upon receipt by the DIO from Government of a description of the more precise locations of these parcels and that easement. Government shall survey the parcels granted under Sub-section (a).
- 19.6.2** The Inuit Owned Lands described in an item of Part III of Schedule 19-10 shall become subject to an easement, at no cost to Government, as a route for the winter resupply of the North Warning System between the places referred to in that item upon:
- (a) agreement between Government and the DIO granting to Government that easement; or
 - (b) determination by an arbitration panel pursuant to Article 38 of the location of that easement and of the terms and conditions of use for that easement.

Management Responsibility:

DIO, DND

Referenced Clauses:

Schedule 9-10; Schedule 9-11; Article 38

ACTIVITIES	RESPONSIBILITY	TIMING
Provide DIO with description of more precise locations of parcels and easement specified in Parts I and II of Schedule 19-10	DND	As required
Review descriptions of Part I and II and grant its full interest with respect to parcels specified in Part I and easements with respect to parcels specified in Part II of Schedule 19-10 at no cost to Government	DIO	Upon receipt of more precise descriptions
Survey parcels granted under 19.6.1	DND	After grant
Establish process to negotiate for agreement on terms and conditions to grant easement between places described in Part III of Schedule 19-10	DIO, DND	As required
Where no agreement to grant easement between places described in Part III of Schedule 19-10, refer for determination by an arbitration panel	DIO, DND	As required

Funding:

“If an arbitration panel makes no decision as to costs, each party to an arbitration shall bear its own costs and its proportionate share of the other costs of the arbitration, including the remuneration and expenses of the arbitration panel.” (38.3.9)

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Preparation of Descriptive Map Plans

19.8.1 Government shall prepare, and, within two years of the date of ratification of the Agreement, complete at no cost to the DIO, descriptive map plans for all Inuit Owned Lands vesting pursuant to Section 19.3.1 or Sub-section 19.4.1(a) that have not been surveyed and that are not required to be surveyed pursuant to Sub-section 19.8.8(d).

Management Responsibility:

DIAND, MACA
EMR

Participant/Liaison:

DIO

Referenced Clauses:

19.3.1; 19.4.1; 19.8.2; 19.8.3; 19.8.4; 19.8.8(d)

ACTIVITIES	RESPONSIBILITY	TIMING
Determine those Inuit Owned Lands vesting pursuant to 19.3.1 or 19.4.1 that have not been surveyed and that are not required to be surveyed pursuant to 19.8.8(d)	DIAND, MACA	Within 2 years of date of ratification
Prepare and complete descriptive map plans at no cost to DIO	EMR, MACA	Within 2 years of date of ratification

Funding:

S As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for preparing and completing the 19 descriptive map plans for Inuit Owned Lands within municipal boundaries:

S

Year 1	Year 2	Year 3	Year 4	Year 5
27000
Year 6	Year 7	Year 8	Year 9	Year 10

These activities are undertaken at no cost to DIO.

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Delivery to Registrar of Descriptive Map Plans

19.8.4 Upon approval by the DIO and Government, the descriptive map plans prepared pursuant to Section 19.8.1 shall be jointly delivered by the Parties to the registrar at no cost to the DIO and shall, immediately upon delivery, become the property descriptions of Inuit Owned Lands, replacing the initial property descriptions, effective as of the date of ratification of the Agreement.

Management Responsibility:

DIO
DIAND

Referenced Clauses:

19.8.1; 19.8. 14

ACTIVITIES

Jointly deliver approved descriptive map plans to registrar at no cost to DIO

RESPONSIBILITY

DIAND, DIO

TIMING

ASAP following approval of plan by DIO and government

Funding:

5 Refer also to Schedule 2 Part 4 DOJ General

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Notification of Vesting

19.8.5 Upon delivery pursuant to Section 19.8.4 of any descriptive map plan for any parcel of Inuit Owned Lands that vests under Section 19.3.1 or Sub-section 19.4.1(a), the Minister shall deposit with the registrar a notification that the parcel of Inuit Owned Lands has been vested in the DIO and this notification shall be accepted by the registrar and dealt with in all respects, including the issuance of a certificate of title, as if it were letters patent in favour of the DIO, even if there is no plan of survey and regardless of the size of the parcel.

Management Responsibility:

Minister, DIAND registrar
DIO

Referenced Clauses:

19.8.6; 19.8.7

ACTIVITIES	RESPONSIBILITY	TIMING
Deposit notification with registrar	Minister, DIAND	Upon delivery of descriptive map plan as set out in 19.8.5
Accept notification as if it were letters patent in favour of the DIO	registrar	Upon receipt of notification
Issue certificates of title	registrar	In accordance with Schedule established jointly by registrar and DIO

Planning Assumptions:

- . Requests for issuance of certificates will be scheduled to minimize undue burden on registry system
- . DIO may not request notification for all parcels

Funding:

- . Issuance of first certificate of title for each parcel of Inuit Owned Lands done at no cost to DIO
- . Refer also to Schedule 2 Part 4 DOJ General

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Surveys

- 19.8.8 The majority of Inuit Owned Lands will not require surveys to determine the boundaries, however:**
- (a) the boundaries or part of the boundaries of Inuit Owned Lands shall be surveyed by Government when the DIO and Government agree that surveys are required to avoid or resolve conflicts with another title or interest holder;
 - (b) the boundaries or part of the boundaries of Inuit Owned Lands may for any purpose be surveyed at Government*s discretion;
 - (c) the boundaries of the parcels excluded from Inuit Owned Lands described in Schedule 19-12 shall be surveyed by Government within one year of the date of ratification of the Agreement; and
 - (d) the boundaries of Inuit Owned Lands within municipal boundaries that are described in Schedule 19-13 shall be surveyed by Government within three years of the date of ratification of the Agreement.
- 19.8.9 The Government of Canada shall be responsible for the cost of each legal survey which is conducted pursuant to Section 19.8.8 provided that this provision shall not prevent that Government from levying charges in respect of such surveys on any person whose lands abut Inuit Owned Lands.**

Management Responsibility:

DIAND, EMR
DIO
MACA

Referenced Clauses:

8.2.6; 8.3.2; Article 8 Part 4; 19.4.1.(b); 19.8. 10; 19.8.11; 19.8. 12; 19.8. 14; 19.9.2; Schedule 19-12; Schedule 19-13; 21.9.6; 21.9. 12

ACTIVITIES	RESPONSIBILITY	TIMING
Establish process to determine whether surveys are required under 19.8.8(a)	DIO, DIAND, EMR	As required
Survey boundaries of parcels excluded from Inuit Owned Lands described in Schedule 19-12	EMR	Within 1 year of the date of ratification
Survey boundaries of Inuit Owned Lands within municipal boundaries that are described in Schedule 19-13	MACA	Within 3 years of date of ratification

Funding:

These surveys will be undertaken at no cost to DIO

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for survey of boundaries of Inuit Owned Lands described in Schedule 19-13:

Year 1	Year 2	Year 3	Year 4	Year 5
40000	50000	40000	...	...
Year 6	Year 7	Year 8	Year 9	Year 10

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Replacing Previous Property Descriptions

19.8.12 Where a legal survey is completed for any boundary or any part of a boundary of Inuit Owned Lands, the plan of survey, when signed by the DIO and Government and delivered to the registrar, shall become the property description for that boundary or that part, replacing any previous property description of that boundary or that part, effective as of the date of ratification of the Agreement.

Management Responsibility:

DIO
DIAND

Participant/Liaison:

registrar

Referenced Clauses:

19.8.1; 19.8.4; 19.8.14

ACTIVITIES

Deliver to registrar survey plans, for any boundary or part of a boundary of Inuit Owned Lands

RESPONSIBILITY

DIO, DIAND

TIMING

When survey signed by DIO and Government

Funding:

Refer also to Schedule 2 Part 4 DOJ General

Subject: TITLE TO INUIT OWNED LANDS

Obligation, Activity, Project: Subsurface Boundary Disputes

- 19.8.17** Any dispute as to boundaries between the holders of recorded mineral claims, one or more of which is,
- (a) in existence at the date of ratification of the Agreement, or
 - (b) recorded after the date of ratification of the Agreement but under the terms of a prospecting permit in effect on the date of ratification of the Agreement,
- and which is located in whole or in part on Inuit Owned Lands held in the form referred to in Sub-section 19.2. 1(a) or (b) shall be resolved in accordance with the provisions of the Canada Mining Regulations in existence at the date of ratification of the Agreement.
- 19.8.18** Any disputes as to boundaries between a holder of a recorded mineral claim described in Sub-section 19.8.17(a) or (b) and the holder of an interest created by the DIO in Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) shall be resolved in accordance with the provisions of the Canada Mining Regulations in existence at the date of ratification of the Agreement.
- 19.8.19** The registrar shall, upon deposit of a decision pursuant to Section 19.8.17 or 19.8.18 in the land titles office, reflect that decision in any documents registered in the office.

Management Responsibility:

registrar
Mining Recorder

ACTIVITIES	RESPONSIBILITY	TIMING
Resolve any disputes as described in 19.8. 17 and 19.8.18 in accordance with the provisions of the <u>Canada Mining Regulations</u> in existence at the date of ratification of the Agreement	Mining Recorder	As required
Reflect such decisions made by Mining Recorder under 19.8.17 or 19.8.18 in any document registered in Land Titles Office	registrar	Upon deposit of decision of Mining Recorder

Funding:

Refer also to Schedule 2 Part 4 DOJ General

Subject: RIGHTS TO CARVING STONE

Obligation, Activity, Project: Notification of Deposits and Exclusive Quarry Lease or Acquisition of Title

19.9.1 Following the date of the ratification of the Agreement, Government shall notify the DIO of the discovery of any deposits of carving stone on Crown lands.

19.9.2 Following the date of the ratification of the Agreement, the DIO shall, subject to Government obligations respecting third party rights, have the right:

- (a) to obtain an exclusive quarry lease to significant deposits of carving stone; or
- (b) to acquire title to the land containing significant deposits of carving stone in exchange for other Inuit Owned Lands.

Lands acquired under Sub-section (b) shall be Inuit Owned Lands.

19.9.3 If Government and the DIO cannot agree on the lands to be exchanged pursuant to Sub-section 19.9.2(b), the matter shall be referred to arbitration pursuant to Article 38.

Management Responsibility:

DIAND
EMPR
DIO

Participant/Liaison:

DIO

Referenced Clauses:

Article 19 Part 9; Article 38

ACTIVITIES	RESPONSIBILITY	TIMING
Establish process with DIO for notification of discovery of any deposits of carving stone on Crown lands	DIAND, EMPR	ASAP following date of ratification
Notify DIO of discovery of any deposits of carving stone on Crown Lands	DIAND, EMPR	Upon discovery
Provide, subject to third party rights, exclusive quarry lease or, in exchange of Inuit Owned Lands, the land containing the deposit, as requested by DIO	DIAND, EMPR DIO	Ongoing, as requested by
Where Government and DIO unable to agree on lands to be	DIAND, EMPR, DIO to arbitration	As required exchanged, refer

Funding:

“If an arbitration panel makes no decision as to costs, each party to an arbitration shall bear its own costs and its proportionate share of the other costs of the arbitration, including the remuneration and expenses of the arbitration panel.” (38.3.9)

Subject: RIGHTS TO CARVING STONE

Obligation, Activity, Project: Study of Deposits within Proposed Park Boundaries

19.9.7 Prior to the establishment of a National Park in the Nunavut Settlement Area, the agency responsible for establishing the Park shall undertake at the request of Inuit in affected communities, when there is potential for carving stone, a detailed study to determine the location, the extent and quality of any deposit of carving stone within the proposed boundaries of the Park. At the request of Inuit, significant deposits of carving stone and routes of access shall be excluded from the boundaries of the Park, insofar as such exclusions would not appreciably detract from the park purpose or objectives.

Management Responsibility:

DOE (CPS)

Participant/Liaison:

Affected Inuit Communities
DIO

Referenced Clauses:

Article 8

ACTIVITIES	RESPONSIBILITY	TIMING
Establish process with DIO by which Inuit in affected communities can be informed of potential for carving stone in area of a proposed National Park and by which Inuit can request that a detailed study be conducted	DOE (CPS)	As determined through IIBA negotiations, prior to establishment of a National Park
When requested by Inuit and when there is potential for carving stone in area of a proposed National Park, undertake and complete detailed study	DOE (CPS)	As determined through IIBA negotiations, prior to establishment of a National Park
Make study available to Inuit	DOE (CPS)	ASAP following completion of study
When requested by Inuit, exclude significant deposits of carving stone and routes of access from the boundaries of the Park, insofar as such exclusion would not appreciably detract from the park purpose or objectives	DOE (CPS)	As determined through IIBA negotiations, upon establishment of a National Park

Planning Assumptions:

S Inuit will participate in the detailed study

Subject: MUNICIPAL LAND DEVELOPMENT COSTS

Obligation, Activity, Project: Reimbursement

19.10.1 The DIO shall reimburse the Territorial Government for the costs listed in Schedule 19-14, being costs incurred before the date of ratification of the Agreement in the development of each of the parcels of Inuit Owned Lands that are specified in the Schedule, payment to be made at the time that a development permit is issued in respect of that parcel.

Management Responsibility:

DIO

Participant/Liaison:

Territorial Government

Referenced Clauses:

Schedule 19-14

ACTIVITIES

Reimburse Territorial Government for costs as listed in Schedule 19-14

RESPONSIBILITY

DIO

TIMING

Prior to first issuance of a development permit

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Access Only With Consent

21.2.1 Except where otherwise provided in the Agreement persons other than Inuit may not enter, cross or remain on Inuit Owned Lands without the consent of the DIO.

Management Responsibility:

DIO

Referenced Clauses:

Article 21

ACTIVITIES	RESPONSIBILITY	TIMING
Establish processes for providing consent to persons affected by 21.2.1 to enter, cross or remain on Inuit Owned Lands	DIO ratification and ongoing	ASAP after date of

Planning Assumptions:

Enforcement will be pursuant to general laws of trespass

Funding:

Any costs associated with the provision of consent will be borne by the DIO

Communication Strategy:

S The DIO will be responsible for ensuring that information about the processes for obtaining consent to enter, cross or remain on Inuit Owned lands is available to people who may seek access

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Exclusive Possession Procedures

21.3.5 Where the DIO requires exclusive possession, the right of access referred to in Section 21.3.1, the right to harvest referred to in Section 21.3.2, and the right to cross Inuit Owned Lands referred to in Section 21.3.9 may be removed with the agreement of the DIO and Government.

Management Responsibility:

DIAND
IAA
DIO

Referenced Clauses:

21.2.1; 21.3.1; 21.3.2; 21.3.3; 21.3.4; 21.3.9; 21.3. 13

ACTIVITIES	RESPONSIBILITY	TIMING
Establish guidelines and procedures for confirming exclusive possession by the DLO	DIO DIAND IAA	ASAP following date of ratification and as required
Where there is agreement for exclusive possession in place, notify Government and public of access restrictions	DIO	As required

Planning Assumptions:

Enforcement will be pursuant to general laws of trespass

Funding:

Refer also to Schedule 2 Part 4 IAA General

Communication Strategy:

Notice to public of restrictions on public access by DIO

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Access for Research for Public Knowledge

21.3.11 With the consent of the DIO, persons conducting research for public knowledge shall:

- (a) have the same right of access to Inuit Owned Lands as agents, employees and contractors of Government; or
- (b) have a right of access to Inuit Owned Lands in accordance with terms and conditions imposed by the DIO, other than the payment of fees.

Management Responsibility:

DIO

Referenced Clauses:

Article 21 Part 5; 21.3.12; 21.3.13; 21.3.14

ACTIVITIES

Establish procedures to obtain consent and terms and conditions for access for persons conducting research for public knowledge

RESPONSIBILITY

DIO

TIMING

ASAP after date of ratification and as required

Communication Strategy:

- . Developed in establishment of procedures to obtain consent and terms and conditions
- S Any government bodies involved in licensing or authorizing research for public knowledge will inform applicants of the requirements of 21.3. 11

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Obtaining Interest on Inuit Owned Lands by Government

21.5.2 Should Government, the Canadian Forces or the RCMP require continuing use or occupancy of Inuit Owned Lands for more than two years, including use for unmanned facilities, the DIO may require Government to obtain an interest in the land.

Management Responsibility:

Federal Government, Canadian Forces, RCMP, IAA

Participant/Liaison:

DIO

Referenced Clauses:

21.5.1; 21.5.9; 21.5 10; 21.5. 15

ACTIVITIES

Notify DIO where continuing use and occupancy will be required for more than 2 years

RESPONSIBILITY

Federal Government,
Canadian Forces, RCMP,
IAA

TIMING

Upon determination by
Federal Government,
Canadian Forces, RCMP
or IAA that occupation
and use will exceed
2 years

Obtain interest in land where continuing use and occupancy will be required for more than 2 years

Federal Government,
Canadian Forces, RCMP,
IAA

As required by DIO

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Government Access

21.5.5 In a case where more than insignificant damage may be caused to the land, or where there may be more than insignificant interference with Inuit use and quiet enjoyment of the land, Government shall consult the DIO and seek its agreement regarding the procedures for exercising government access under Sections 21.5.1 and 21.5.3. Where agreement cannot be achieved, the matter shall be referred to the Arbitration Board for the determination of such procedures pursuant to Article 38. Activities identified in Schedule 21-4 shall not be subject to the requirements of this Section.

21.5.9 In the event that any person exercising access under Section 21.5.1 causes damage to Inuit Owned Lands, and Government and the DIO are unable to agree on compensation for damages, the matter shall be referred to the Arbitration Board, for the determination of liability and fixing of appropriate compensation pursuant to Article 38.

Management Responsibility:

IAA
Relevant federal departments and agencies
DIO

Participant/Liaison:

Arbitration Board

Referenced Clauses:

21.2.1; 21.5.1; 21.5.3; 21.5.6; 21.5 15; Article 38; Schedule 21-3; Schedule 21-4

ACTIVITIES	RESPONSIBILITY	TIMING
Consult with DIO and seek agreement regarding procedures for exercising government access under 21.5. 1 and 21.5.3 for situations where such access may cause more than insignificant damage to the land or more than insignificant interference with Inuit use and quiet enjoyment of the land and where activity is not identified in Schedule 21-4	Relevant federal departments and agencies, IAA	As required
Refer matter to Arbitration Board	Relevant federal departments and agencies, IAA, DIO	Where agreement cannot be achieved

Planning Assumptions:

“If an arbitration panel makes no decision as to costs, each party to an arbitration shall bear its own costs and its proportionate share of the other costs of the arbitration, including the remuneration and expenses of the arbitration panel.” (38.3.9)

Funding:

Refer also to Schedule 2 Part 4 IAA General

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Advance Notice Procedures .Military Manoeuvres

21.5.12 Other than access for those manoeuvres referred to in Section 21.5.11, access onto and across Inuit Owned Lands and water on Inuit Owned Lands for each manoeuvre shall only occur after the negotiation and conclusion of an agreement with the DIO dealing with contact persons, consultation mechanisms and timing thereof and compensation for damages, which agreement may be amended from time to time. Land use fees shall not be charged.

21.5.13 Reasonable advance notice, in Inuktitut, of military manoeuvres shall be given by DND to the inhabitants of any area affected.

Management Responsibility:

DND, DIO

Participant/Liaison:

DIO

Referenced Clauses:

21.2.1; 21.5.1; 21.5.2; 21.5.6; 21.5.10; 21.5.11

ACTIVITIES	RESPONSIBILITY	TIMING
Establish procedures in collaboration with the DIO for negotiation of agreements required by 21.5.12	DND	ASAP following date of ratification and prior to first manoeuvre
Notify DIO of intention to conduct manoeuvres other than those referred to in 21.5.11	DND	As required
Negotiate and conclude agreements consistent with established procedure	DND, DIO	Before exercise of access
Provide reasonable advance notice in Inuktitut of military manoeuvres to inhabitants of area affected	DND	Prior to manoeuvres

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Third Party Access .Existing Interests

- 21.7.2** Where Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) are subject to a third party interest in minerals other than specified substances, in existence immediately before the vesting of the Inuit Owned Lands in the DIO, that interest shall continue in accordance with its terms and conditions, including rights granted to the interest holder under the legislation in force at the date of vesting pursuant to which the interest is held, or from any successor* legislation applicable to similar interests on Crown lands. Any provisions of such successor legislation that would have the effect of diminishing the rights of the DIO shall only apply to Inuit Owned Lands with the consent of the DIO. The DIO shall receive whatever consideration is paid or payable by the interest holder for the use or exploitation of the minerals other than specified substances in respect of any period following the date of vesting.
- 21.7.3** Every third party interest referred to in Section 21.7.2 shall continue to be administered by Government in accordance with legislation applicable to similar interest in Crown lands. Subject to any consent from the DLO required by Section 21.7.2, such legislation, including any successor legislation, shall be deemed to apply to the third party interest unless the holder of that interest and the DIO agree to the administration of that interest by the DIO. Upon notification by the interest holder and the DIO of such an agreement, the legislation shall no longer be deemed to apply to that interest and Government shall do whatever is required to transfer administration to the DIO.
- 21.7.4** Subject to Section 21.7.5, all powers, discretions and authorities in relation to third party interests referred to in Section 21.7.2, affecting the interest of the DIO as title holder, shall be exercised by Government in consultation with the DIO.
- 21.7.5** Where Government has the discretion to reduce or waive a royalty payable by a third party interest holder referred to in Section 21.7.2, such discretion shall not be exercised without the written consent of the DIO.
- 21.7.6** Government shall share with the DIO any information received from a third party interest holder referred to in Section 21.7.2 which that party is required to provide by legislation, where such information is required to permit the DIO:
- (a) to verify the consideration paid or payable to Government by the interest holder for the use or exploitation of the minerals other than specified substances; or
 - (b) to participate in consultation with Government regarding third party interests as provided for in this Article.

Management Responsibility:

DIAND

Participant/Liaison:

DIO

Referenced Clauses:

19.2. 1(a); 21.7.1; 21.7.7; Part 10

ACTIVITIES	RESPONSIBILITY	TIMING
Obtain consent of DIO to any legislation concerning 3rd party interests in minerals which would have the effect of diminishing rights of the DIO respecting Inuit Owned Lands held in the form referred to in 19.2. 1(a)	DIAND	As required
Establish process of how and when to pay to DIO whatever consideration is paid or payable by interest holder as described in 21.7.2	DIAND	As required
Carry out any activities necessary to transfer administration to DIO where DIO and third party interest holder agree to administration of third party interest by DIO	DIAND	Upon notification by interest holder and DIO
Exercise all powers, discretion and authorities in relation to third party interests referred to in 2 1.7.2 affecting interests of DIO as title holder in consultation with DIO	DIAND	As required
Obtain written consent of DIO before executing discretion to DIAND royalty payable by third party interest holder referred to in 21.7.2		As required reduce or raise
Share with DIO information described in 21.7.6	DIAND	As required

Planning Assumptions:

“A DIO receiving any information or documentation pursuant to Section 21.7.6 shall not disclose that information or documentation.” (21.7.7)

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Exercise of Third Party Access of Right Respecting Minerals

21.7.9 A person having a right to prospect for minerals and whose activities are of a nature that would not require a land use permit under the Territorial Land Use Regulations (SORI77-210, March 4, 1977) if they were conducted on Crown lands, shall have a right of access to Inuit Owned Lands, for the purpose of conducting those activities, with the consent of the 010, and the DIO shall grant its consent if the activities are conducted in a manner consistent with the code for expedited prospecting access approved pursuant to Section 21.7. 10.

21.7.10 For the purpose of Section 21.7.9, the DIO shall propose, for review with Government and relevant industry organizations, a code to provide expedited prospecting access to Inuit Owned Lands, which code shall come into effect upon approval by Government and the 010. The code shall reflect the need to provide confidentiality for prospectors.

Management Responsibility:

DIO
DIAND

Participant/Liaison:

Industry organizations (to be identified)
EMR

Referenced Clauses:

21.7.8; 21.7.9; Article 21 Part 10

ACTIVITIES	RESPONSIBILITY	TIMING
Identify relevant industry organizations for reviews	DIO, DIAND	ASAP following date of ratification
Propose code to provide expedited prospecting access to Inuit Owned lands and review with government and relevant industry organizations	DIO	ASAP following date of ratification
Review proposed expedited prospecting access code to decide whether or not to approve it	DIO, DIAND	Upon completion of draft proposal
Grant consent to access for purposes of 2 1.7.9 where activities conducted in a manner consistent with approved code for expedited prospecting access	DIO	As required

Communication Strategy:

S Provide opportunities for the industry organizations (ie., Chamber of Mines) to inform industry about the code and access requirements

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Other Commercial Purposes .Access Procedures

21.7.15 Where a person requires access across Inuit Owned Lands for commercial purposes, and is not otherwise covered in this Article, that person shall be permitted access, including on a seasonal basis where appropriate, with the consent of the DIO or, if such consent is not forthcoming after an arbitration panel, pursuant to Article 38, within 30 days of being presented with a request,

- (a) has established that the person attempted for a period of not less than 60 days, to negotiate the access in good faith,
- (b) has determined that the access is essential to the commercial purpose and access by any other means is physically or financially impractical, and
- (c) has determined the route such access will follow so as to minimize the damage and interference with Inuit use,

and, based on the arbitration panel*s findings, the Tribunal, in keeping with Part 8, has issued an entry order. The entry order shall include terms and conditions to minimize damage and interference with Inuit use.

Management Responsibility:

DIO

Referenced Clauses:

21.7. 14; Article 21 Parts 8 and 10; Article 38

ACTIVITIES	RESPONSIBILITY	TIMING
Establish processes for providing consent for access to Inuit Owned Lands for other commercial purposes	DIO	ASAP after date of ratification and as required

Subject: SURFACE RIGHTS TRIBUNAL (SRT)

Obligation, Activity, Project: Establishment of Surface Rights Tribunal (SRT)

- 21.8.1 A DIO has the right to require Government to establish and maintain an independent Surface Rights Tribunal (“Tribunal”) which shall, within the Nunavut Settlement Area:**
- (a) issue entry orders to operators to use and occupy lands to the extent necessary for their operations and subject to the payment of an entry fee to the owner or occupant in recognition of the forced nature of the taking, which fee shall be fixed by the appropriate legislation;
 - (b) hold hearings to determine compensation payable to the surface rights holders;
 - (c) periodically review the level of compensation payable under an entry order;
 - (d) terminate an entry order, after a hearing, where lands are no longer being used for the purpose authorized; and
 - (e) such other functions as may be provided for in the Agreement or legislation.
- 21.8.2 Where the 010 is the surface title holder, it shall not be required to cover any of the costs of establishing or operating the Tribunal. Government may establish and maintain the Tribunal notwithstanding the absence of a demand from a DIO, provided that the Tribunal fulfils the functions described in Section 21.8.1.**
- 21.8.7 The legislation shall provide that at least half of the members of any panel in any case dealing with Inuit Owned Lands shall be residents of the Nunavut Settlement Area.**

Management Responsibility:

Canada
DIAND
DOJ (federal)

Participant/Liaison:

DRR
IAA
DIO

Referenced Clauses:

2.6.1, Articles 10, 6, 21

ACTIVITIES

Consult with DIO prior to and during drafting of legislation to establish SRT

RESPONSIBILITY

DIAND, DOJ (federal)

TIMING

ASAP in accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)

**Schedule I
Implementation Worksheet
Article 21 - Entry and Access**

Draft and recommend legislation to Parliament or regulation making authority to establish SRT	DIAND, DOJ (federal)	ASAP in accordance with statute and regulation development and drafting plan (see worksheet 10.1.1)
Consult with DIO prior to and during drafting of amendments relating to SRT	DIAND, DOJ (federal)	As required
Appoint members	Canada	Upon coming into force of legislation or in the absence of legislation, 18 months after date of ratification

Planning Assumptions:

- . Refer to Schedule 3 Part 5 .Implementation Guidelines .SRT
- S Statute and regulation development and drafting plan (see worksheet 10.1.1) will provide for coming into force of legislation by date 6 months after date of ratification.
- . DIAND will consult with Territorial Government regarding legislation.

Funding:

- S "Where the DIO is the surface title holder, it shall not be required to cover any of the costs of establishing or operating the Tribunal. Government may establish and maintain the Tribunal notwithstanding the absence of a demand from a DIO, provided that the Tribunal fulfils the functions described in Section 21.8.1." (21.82)
- . Refer to Schedule 2 Part 1 .SRT

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Expropriation Procedures

21.9.3 An expropriation other than an expropriation referred to in Section 21.9. 14, shall be approved by a specific order of the Governor in Council.

21.9.4 Any expropriation legislation coming into force after the date of ratification of the Agreement shall, insofar as it applies to Inuit Owned Lands, provide for the following minimum procedures:

- (a) notice of intention to expropriate served on the DIO;
- (b) an opportunity for the DIO to object to the expropriation on the basis that the expropriating authority has not complied with the expropriation legislation, and an opportunity to be heard on that objection; and
- (c) the determination of compensation by negotiation and mediation and, failing that, by reference to an arbitration panel or committee referred to in Section 21.9.8.

Management Responsibility:

DIAND
Responsible Minister for expropriating authority
Government

Participant/Liaison:

expropriating authority

Referenced Clauses:

Article 21 Parts 9-10; Article 38

ACTIVITIES

RESPONSIBILITY

TIMING

Establish procedures for obtaining approval of the Governor in Council of expropriation orders other than expropriations referred to in 21.9. 14

DIAND

ASAP following date of ratification

Seek approval from Governor-in-Council for expropriation, other than expropriations referred to in 21.9. 14

Responsible Minister for expropriating authority

As required

Provide minimum procedures set out in 21.9.4 in any appropriation legislation that comes into force after the date of ratification and applies to Inuit Owned Lands

Government

As required

Planning Assumptions:

S The expropriating authority, in addition to the minimum requirement to notify of its intention to expropriate, should notify the DIO under what Act it intends to expropriate and the reasons for doing so, in advance of taking such action

Funding:

- s "Notwithstanding Section 38.3.9, the parties to an arbitration shall not bear the costs of the arbitration panel in any expropriation proceeding where such costs are normally paid by Government." (38.3. 10)

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Expropriation of Inuit Owned Land :Reacquiring Lands

21.9.5 Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Inuit Owned Lands. Lands acquired as compensation for expropriation shall be Inuit Owned Lands. Where lands which have been expropriated are no longer required, the DIO shall have an option for six months following such a determination to re-acquire those lands as Inuit Owned Lands. If the parties are unable to agree on a price, the matter shall be referred to the arbitration panel or committee referred to in Section 21.9.8.

Management Responsibility:

DIO
title holder

Referenced Clauses:

Article 19 Parts 2, 3 and 8; Article 21 Parts 9 and 10; Article 38

ACTIVITIES	RESPONSIBILITY	TIMING
Where lands (fee simple estate) expropriated are no longer required, notify the DIO of this	title holder	As required
Notify title holder of decision of whether or not DIO intends to re-acquire lands	DIO	ASAP - upon notice from title holder, but no later than 6 months from date of notice
Where DIO intends to re-acquire lands, negotiate price	DIO	Within 6 months of obtaining notice from title holder
Where DIO decides to re-acquire lands but no agreement reached on price, refer matter to arbitration panel or committee referred to in 21.9.8	DIO or title holder	As required

Funding:

S "Notwithstanding Section 38.3.9, the parties to an arbitration shall not bear the costs of the arbitration panel in any expropriation proceeding where such costs are normally paid by Government." (38.3. 10)

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Expropriation: Determination of Compensation

21.9.8 Where the DIO and the expropriating authority continue to disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be by arbitration:

- (a) as set out in Article 38, other than for expropriation under the National Energy Board Act; or
- (b) for expropriation under the National Energy Board Act, by an arbitration committee appointed under the Act that shall include at least one nominee of the DIO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in Section 21.9.9.

21.9.9 In determining the amount of compensation payable to the DIO the arbitration panel or committee shall be guided by:

- (a) the market value of the land;
- (b) loss of sue to the DIO and Inuit;
- (c) the effect on wildlife harvesting by Inuit;
- (d) the adverse effect of the taking, upon lands retained by the DIO;
- (e) damage which may be caused to the land taken;
- (f) nuisance, inconvenience and noise to the DIO and Inuit;
- (g) the cultural attachment of Inuit to the land;
- (h) the peculiar and special value of the land to Inuit;
- (i) an amount to cover reasonable costs associated with DIO inspections as deemed appropriate by the arbitration panel or committee;
- (j) an amount to cover reasonable costs to the DIO associated with the arbitration; and
- (k) any other factors as may be provided for in legislation.

Management Responsibility:

Minister
expropriating authority
DIO

Referenced Clauses:

Article 21 Parts 9 and 10; Article 38

ACTIVITIES	RESPONSIBILITY	TIMING
Where no agreement or where mediation fails and where expropriating authority chooses to continue with expropriation, refer matter to arbitration pursuant to Article 38 or to arbitration committee as described in 21.9.8(b)	DIO, expropriating authority	As required
Where arbitration under 21.9.8(b), nominate at least one member to be appointed to arbitration committee	DIO	Upon reference of issue to arbitration
Appoint at least one member nominated by DIO to arbitration committee under 21.9.8(b)	Minister	Upon receipt of nomination
Choose members for arbitration under 21.9.8(b) having special knowledge of, and experience related to, criteria set out in 21.9.9	Minister	When making appointments

Planning Assumptions:

- s "Where Inuit Owned Lands are expropriated, the expropriating authority shall, if reasonably possible, offer compensation in the form of alternate lands of equivalent utility and value in the Nunavut Settlement Area, or in combination of lands and money." (21.9.6)
- . "The DIO shall not be required to take compensation in the form of alternate lands." (21.9.7)

Funding:

- s "Notwithstanding Section 38.3.9, the parties to an arbitration shall not bear the costs of the arbitration panel in any expropriation proceeding where such costs are normally paid by Government." (38.3. 10)

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Expropriation: For Public Transportation Purposes

21.9.12 Where Government has a right under Section 21.9.1, as qualified by this Article, to expropriate Inuit Owned Lands which it requires for its public transportation purposes, Government need not pay compensation for the lands taken, except for improvements, up to an amount not exceeding,

- (a) in respect of each Inuit Owned Lands Parcel, five percent (5%) of that Parcel, or
- (b) two percent (2%) of Inuit Owned Lands in the Land Use Region, referred to in any of Schedules 19-2 to 19-7, where the lands taken are located.

Where lands taken under this Section are no longer required for the purpose for which they were taken, they shall revert to the DIO at no cost.

Management Responsibility:

Government

Participant/Liaison:

DIO

Referenced Clauses:

Article 21 Parts 9 and 10

ACTIVITIES	RESPONSIBILITY	TIMING
Pay compensation for improvements on lands expropriated for public transportation purposes as stipulated in 21.9. 12	Government	Upon expropriation
Where lands expropriated under 21.9.12 no longer required for purposes for which taken, transfer back to DIO at no cost to DIO	Government	Upon determination that lands no longer required for purposes for which taken

Subject: ENTRY AND ACCESS

Obligation, Activity, Project: Expropriation Procedures .Within Municipal Boundaries

21.9.14 An expropriation of Inuit Owned Lands within municipal boundaries for municipal purposes must be approved by a specific order of the Commissioner-in-Executive Council. Inuit Owned Lands expropriated for municipal purposes shall be taken into account in calculating areas under Sections 21.9.10 and 21.9.12.

Management Responsibility:

MACA

Participant/Liaison:

Commissioner-in-Executive-council

Referenced Clauses:

Schedule 14-1; Article 21 Parts 9 and 10

ACTIVITIES	RESPONSIBILITY	TIMING
Establish procedures for obtaining approval of the Commissioner-in-Executive Council of expropriation orders	MACA	ASAP following date of ratification
Obtain specific order of Commissioner-in-Executive-Council for each expropriation of Inuit Owned Lands within municipal boundaries for municipal purposes	MACA	As required

Planning Assumptions:

^s Inuit Owned Land expropriated for municipal purposes shall be taken into account in calculating areas under 21.9. 10 and 21.9. 12

Subject: INUIT EMPLOYMENT WITHIN GOVERNMENT

Obligation, Activity, Project: Inuit Labour force analysis

23.3.1 Within six months of the date of ratification of the Agreement and as a basis for the development of initiatives contemplated in this Article, the Government shall, with the participation of the NITC, undertake a detailed analysis of the labour force of the Nunavut Settlement Area to determine the availability, interest and level of preparedness of Inuit for government employment. The data shall be maintained and updated on an on-going basis.

Management Responsibility:

CEIC
DIAND

Participant/Liaison:

NITC
EC&EP

Referenced Clauses:

23.1.1; 23.2.2; 23.3.2; 23.3.3; 23.4.1; Article 23 Parts 5 and 6; 37.8.2(d)

ACTIVITIES	RESPONSIBILITY	TIMING
With the participation of NITC, undertake detailed analysis of labour force of Nunavut Settlement Area to determine availability, interest and level of preparedness of Inuit for government employment	CEIC, DIAND	ASAP, commencement of analysis within 6 months of date of ratification
Maintain and update data	CEIC, DIAND	Ongoing

Planning Assumptions:

- S CEIC provides general labour market information and labour market analysis. CEIC would play a lead role in coordinating this detailed labour analysis for both levels of government, being federal and territorial, with the cooperation of NITC and SINAAQ IASC. In support of this initiative DIAND will provide existing information and analysis available from programs and services in place from time to time.
- . The NITC is established within 3 months of date of ratification
- s "It is understood that the analysis in Section 23.3. 1 will incorporate and build upon existing data wherever possible." (23.3.3)
- . Data for updating will be provided through systems in place from time to time
- . Data will be reviewed annually for purpose of updating

Funding:

- S Costs associated with analysis shall be responsibility of Canada except NITC and Territorial Government*s role as participant/liaison

Communication Strategy:

- s CEIC to make results of analysis available to all government departments and institutions of public government in Nunavut, and to the NITC

Subject: INUIT EMPLOYMENT WITHIN GOVERNMENT

Obligation, Activity, Project: Inuit Employment Plans

23.4.1 Within three years of the date of ratification of the Agreement, each government organization shall prepare an Inuit employment plan to increase and maintain the employment of Inuit at a representative level.

23.4.2 An Inuit employment plan shall include the following:

- (a) an analysis to determine the level of representation of Inuit in the government organization and to identify areas of under-representation by occupational grouping and level and regular full-time and regular part-time employment status;
- (b) phased approach, with reasonable short and medium term goals, in the form of numerical targets and timetables for employment of qualified Inuit in all levels and occupational groupings where under-representation has been identified; such goals to take into account the number of Inuit who are qualified or who would likely become qualified, projected operational requirements, and projected attrition rates;
- (c) an analysis of personnel systems, policies, practices and procedures in the organization to identify those which potentially impede the recruitment, promotion, or other employment opportunities of Inuit;
- (d) measures consistent with the merit principle designed to increase the recruitment and promotion of Inuit, such as
 - (i) measures designed to remove systemic discrimination including but not limited to
 - . removal of artificially inflated education requirements,
 - (a) . removal of experience requirements not based on essential consideration of proficiency and skill,
 - . use of a variety of testing procedures to avoid cultural biases,
 - (ii) intensive recruitment programs, including the distribution of competition posters throughout the Nunavut Settlement Area, with posters in Inuktitut as well as Canada*s official languages as required,
 - (iii) inclusion in appropriate search criteria and job descriptions of requirements for an understanding of the social and cultural milieu of the Nunavut Settlement Area, including but not limited to
 - . knowledge of Inuit culture, society and economy,
 - . community awareness,
 - . fluency in Inuktitut,
 - . knowledge of environmental characteristics of the Nunavut Settlement Area,
 - . northern experience,

- (iv) Inuit involvement in selection panels and boards or, where such involvement is impractical, advice to such panels and boards,
- (v) provision of counselling services with particular attention to solving problems associated with accessibility to such services,
- (vi) provision of in-service education assignment and upgrading programs adequate to meet employment goals,
- (vii) promotion of apprenticeship, internship and other relevant on-the-job training programs,
- (viii) special training opportunities,
- (ix) use of measures which are found to be successful in achieving similar objectives in other initiatives undertaken by Government, and
- (x) cross-cultural training;
- (e) identification of a senior official to monitor the plan; and
- (f) a monitoring and reporting mechanism on implementation of the plan.

23.4.3 All employment plans shall be posted in accessible locations for employee review.

23.4.4 Notwithstanding the overall objectives of this Article, it is understood that some organizations may employ so few persons in the Nunavut Settlement Area that strict application of the above measures may not be practicable.

Management Responsibility:

All departments or similar bodies within Government in the Nunavut Settlement Area

Participant/Liaison:

NITC, DIO

Referenced Clauses:

23.1.1; 23.3.2; 23.3.3; Article 23 Parts 4,5,6,7,8 and 9; Article 37 Parts 6 and 7; 37.9.2

ACTIVITIES

Subject to 23.4.4 and 23.8.1, design and prepare an Inuit employment plan as described in 23.4.2 using labour force analysis as described in 23.3.1 as a basis, to increase and maintain the employment of Inuit at a representative level

Subject to 23.4.4 and 23.8.1, post employment plans in accessible locations for employee review (23.4.3)

RESPONSIBILITY

Each department or similar body within Government in the Nunavut Settlement Area

Each department or similar body within Government in the Nunavut Settlement Area

TIMING

ASAP and to be completed within 3 years of date of ratification

Ongoing

Planning Assumptions:

- s While strict application of this provision may not always be practicable (23.4.4) where a department or similar body employs few people, every effort will be made to increase Inuit participation in government employment in the Nunavut Settlement Area to a representative level
- s Development and implementation of Inuit employment plans will be coordinated with development and implementation of pre-employment training plans (23.5.1) and other training initiatives (37.7.3) in consultation with DIO and NITC

Funding:

- S Without in any way limiting the meaning of “government organization” in Section 23.4. 1 of the Agreement, as part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for the preparation and monitoring of the training portions of Inuit Employment Plans for Territorial Government departments:

S

Year 1	Year 2	Year 3	Year 4	Year 5
...	50000	25000	25000	10000
Year 6	Year 7	Year 8	Year 9	Year 10
10000	10000	10000	10000	10000

Education Strategy:

- S The plans will include recruitment programs, upgrading and other training initiatives involving education in accordance with 23.4.2

Communication Strategy:

- The plans will include the need for a communications strategy in accordance with 23.4.2

Subject: INUIT EMPLOYMENT WITHIN GOVERNMENT

Obligation, Activity, Project: Pre-employment Training Plans

23.5.1 The plans outlined in Part 4 will require special initiatives to provide some Inuit with skills to qualify for government employment. Government and the DIO shall develop and implement pre-employment training plans.

Management Responsibility:

Federal Government
Territorial Government
DIO

Participant/Liaison:

affected federal departments
NITC

Referenced Clauses:

Article 23 Part 4; 23.5.2; 23.6.1; 23.7.1; 23.7.2;
Article 37 Part 5

ACTIVITIES

RESPONSIBILITY

TIMING

Establish process for review of Inuit employment plans to identify requirements for special initiatives to provide some Inuit with skills to qualify for government employment

Federal Government,
Territorial Government,
DIO

ASAP following date of ratification and ongoing

Develop pre-employment training plans
Territorial Government,
DIO

Federal Government,
employment plans
described in 23.4.1 and
ongoing

Upon completion of Inuit

Implement pre-employment training plans

Federal Government,
Territorial Government,
DIO

Upon completion of pre
employment training
plans

Planning Assumptions:

- . To extent possible pre-employment plans shall be designed to meet the special needs of Inuit, including those items mentioned in 23.5.2
- . Development and implementation of pre-employment plans shall be coordinated with development and implementation of Inuit employment plans
- . Review of Inuit employment plans will include review of labour force analysis and existing programs

Funding:

- . "Parts 5 to 8 "(of Article 37)" do not apply in respect of training for the purpose of Article 23, but implementation training may be coordinated with any training under pre-employment training plans developed under Article 23." (37.9.2)

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time

Communication Strategy:

The plans may develop a communication strategy to encourage Inuit participation in the initiatives available under the pre-employment plans

Subject: INUIT EMPLOYMENT WITHIN GOVERNMENT

Obligation, Activity, Project: Support Measures

23.6.1 Recognizing that active participation of Inuit in the employment and training programs will be required in order to meet the objective set out in Part 2, the DIO shall, to the extent possible, undertake, with assistance from Government, to play a primary role in the establishment and maintenance of support measures to enhance the potential for success of the measures undertaken pursuant to this Article.

Management Responsibility:

DIO

Participant/Liaison:

Federal Government
Territorial Government
NITC

Referenced Clauses:

Article 23 Parts 7 and 8; Article 37 Part 5

ACTIVITIES	RESPONSIBILITY	TIMING
With the assistance of government, review existing support measures designed to increase Inuit participation in government employment in the Nunavut Settlement Area to a representative level	DIO	Within 3 years from the date of ratification
With the assistance of government, identify the types of support measures required to increase Inuit participation in government employment in the Nunavut Settlement Area to a representative level	DIO	Within 3 years from the date of ratification and ongoing
With assistance of government, continue to play primary role establishing and maintaining support measures	DIO	Ongoing

Planning Assumptions:

DIO will review existing support measures and identify new support measures

Subject: INUIT EMPLOYMENT WITHIN GOVERNMENT

Obligation, Activity, Project: Review, Monitoring, Compliance of Inuit Employment Plans

23.7.1 On the fifth anniversary of the date of ratification of the Agreement and at five-year intervals thereafter, or at such other dates as may be agreed upon by the Implementation Panel, the Panel shall arrange for an independent review of the Inuit employment plans and other measures under this Article. The Implementation Panel shall identify and recommend measures to correct any deficiencies in the implementation of this Article. With respect to pre-employment training plans under Part 5, the Panel shall consult with the NITC prior to identifying or recommending measures to correct any deficiencies in the implementation of Part 5.

23.7.2 The findings of the independent review and recommendations for the Implementation Panel shall be consolidated in the relevant annual report prepared by the Implementation Panel pursuant to Sub-section 37.3.3(h).

Management Responsibility:

Implementation Panel

Participant/Liaison:

NITC

Referenced Clauses:

Article 23; Article 37 Parts 3 and 5

ACTIVITIES	RESPONSIBILITY	TIMING
Engage independent body to review and report on Inuit employment plans and other measures under Article 23	Implementation Panel	On 5th anniversary of date of ratification and at 5 year intervals thereafter, or as agreed upon by Panel
Consult with NITC with respect to recommendations to correct any deficiencies in implementing Part 5 of Article 23	Implementation Panel	Prior to identifying or recommending measures to correct any deficiencies in implementation of Part 5
Identify and recommend measures to correct any deficiencies in implementation of Article 23	Implementation Panel	After receipt of review report
Consolidate findings of independent review and recommendations of Implementation Panel in Annual Report prepared pursuant to 37.3.3(h)	Implementation Panel	When annual report prepared

Planning Assumptions:

- . The Implementation Panel may meet with specific government organizations, DIO and NITC where problems identified or arising in relation to the plans and their implementation
- . Copies of annual report provided to DIO or an executive summary of the report will be printed in Inuktitut

- S The costs of the Implementation Panel shall be funded by the Government of Canada except that each of the governments and the DIO shall be responsible for the costs and expenses of its members." (37.3.4)

Subject: PROCUREMENT POLICIES

Obligation, Activity, Project: Government of Canada Policies

- 24.3.1** Consistent with this Article, the Government of Canada shall develop, implement or maintain procurement policies respecting Inuit firms for all Government of Canada contracts required in support of its activities in the Nunavut Settlement Area.
- 24.3.2** The Government of Canada shall develop or maintain its procurement policies in close consultation with the DIO, and shall implement the policies through legislative, regulatory or administrative measures.
- 24.3.3** The measures referred to in Section 24.3.2 shall be binding on the Government of Canada, and shall be given effect:
- (a) in all cases, no later than one year following the date of the ratification of the Agreement; and
 - (b) with respect to survey contracts, prior to the award of survey contracts arising from Article 19.
- 24.3.5** Procurement policies and implementing measures shall be carried out in a manner that responds to the developing nature of the Nunavut Settlement Area economy and labour force. In particular, the policies shall take into account the increased ability, over time, of Inuit firms to compete for and to successfully complete government contracts.

Management Responsibility:

DSS, Treasury Board, PWC

Participant/Liaison:

DIO, DIAND

Referenced Clauses:

24.1.2; 24.3.6; 24.3.7; 24.9.1; 24.9.3

ACTIVITIES	RESPONSIBILITY	TIMING
In close consultation with DIO, develop, implement or maintain procurement policies respecting Inuit firms	DSS, Treasury Board, PWC	Ongoing
Implement procurement policies through legislative, regulatory or administrative measures	DSS, Treasury Board, PWC ratification and with respect to survey contracts, prior to the award of survey contracts arising from Article 19	No later than 1 year following the date of the
Carry out procurement policies and implementing measures in the manner described in 24.3.5	DSS, Treasury Board, PWC	Ongoing

Planning Assumptions:

The Government of Canada shall provide reasonable support and assistance to Inuit firms in accordance with this Article to enable them to compete for government contracts (24.2.1)

Procurement policies and implementing measures shall reflect, to the extent possible, the following objectives:

- (a) increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- (b) improved capacity of Inuit firms to compete for government contracts; and
- (c) employment of Inuit at a representative level in the Nunavut Settlement Area work force. (24.3.6)

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9.1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Territorial Government Policies

24.3.4 Subject to Section 24.9.2, the Territorial Government shall maintain preferential procurement policies, procedures and approaches consistent with this Article for all Territorial Government contracts required in support of Territorial Government activities in the Nunavut Settlement Area. The Territorial Government will consult with the DIO when developing further modifications to its preferential policies, procedures and approaches in order that the provisions of this Article may be met.

24.3.5 Procurement policies and implementing measures shall be carried out in a manner that responds to the developing nature of the Nunavut Settlement Area economy and labour force. In particular, the policies shall take into account the increased ability, over time, of Inuit firms to compete for and to successfully complete government contracts.

Management Responsibility:

Territorial Government

Participant/Liaison:

DIO

Referenced Clauses:

24.1.1; 24.2.1; 24.3.6; 24.9.1; 24.9.2; 24.9.3

ACTIVITIES	RESPONSIBILITY	TIMING
Apply and maintain preferential procurement policies, procedures and approaches consistent with Article 24	Territorial Government	Ongoing
Consult with DIO when developing further modifications to preferential procurement policies, procedures and approaches	Territorial Government	As required
Carry out procurement policies and implementing measures in a manner described in 24.3.5	Territorial Government	Ongoing

Planning Assumptions:

The Territorial Government shall provide reasonable support and assistance to Inuit firms in accordance with this Article to enable them to compete for government contracts. (24.2. 1)

“The Territorial Government will carry out the terms of this Article through the application of Territorial Government preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.”(24.9.2)

Consultations with the DIO will be done in an efficient and effective manner.

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9.1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Consultation with DIO on Policies and Programs

24.3.7 To support the objectives set out in Section 24.3.6, the Government of Canada and the Territorial Government shall develop and maintain policies and programs in close consultation with the DIO which are designed to achieve the following objectives:

- (a) increased access by Inuit to on-the-job training, apprenticeship, skill development, upgrading, and other job related programs; and
- (b) greater opportunities for Inuit to receive training and experience to successfully create, operate and manage Northern businesses.

Management Responsibility:

CEIC, DIAND, I,S&T
EC&EP

Participant/Liaison:

DIO

Referenced Clauses:

24.3.6; 24.9.1; 24.9.2; 24.9.3

ACTIVITIES

In close consultation with the DIO, develop and maintain policies and programs designed to achieve increased access by Inuit to job related programs and to achieve greater opportunities for Inuit to receive training and experience to successfully create, operate and manage Northern businesses

RESPONSIBILITY

CEIC, DIAND, I,S&T,
EC&EP

TIMING

Ongoing

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9. 1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Assist Inuit Firms on Bidding and Contracting Procedures

24.4.1 In cooperation with the DIO, the Government of Canada and the Territorial Government shall assist Inuit firms to become familiar with their bidding and contracting procedures, and encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area.

Management Responsibility:

Government of Canada
Territorial Government

Participant/Liaison:

DIO
DSS, Treasury Board, PWC and other government contract agencies

Referenced Clauses:

24.1.1; 24.2.1; 24.9.1; 24.9.2; 24.9.3

ACTIVITIES	RESPONSIBILITY	TIMING
Develop a process to assist Inuit firms to become familiar with bidding and contracting procedures	Government of Canada, Territorial Government	Ongoing
Assist Inuit firms to become familiar with bidding and contracting procedures	Government of Canada, Territorial Government	Ongoing
Encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area	Government of Canada, Territorial Government	Ongoing

Planning Assumptions:

Government may provide assistance to Inuit firms through:

- (a) the distribution of manuals and other information items on bidding and contracting procedures; or
- (b) the provision of support by local staff in the filling out of forms and applications; or
- (c) workshops to explain procurement procedures and policies.

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9.1)

Communication Strategy:

To be developed by Government in cooperation with the DIO

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Opportunities in Bidding on Contracts

24.4.2 In inviting bids on government contracts in the Nunavut Settlement Area, the Government of Canada and the Territorial Government shall provide all reasonable opportunities to Inuit firms to submit competitive bids, and, in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:

- (a) set the date, location, and terms and conditions for bidding so that Inuit firms may readily bid;
- (b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
- (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
- (d) design construction contracts in a way so as to increase the opportunity for smaller and more specialized firms to bid; and
- (e) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.

24.4.3 Where the Government of Canada or the Territorial Government intends to invite bids for government contracts to be performed in the Nunavut Settlement Area, it shall take all reasonable measures to inform Inuit firms of such bids, and provide Inuit firms with a fair and reasonable opportunity to submit bids.

Management Responsibility:

Government of Canada, Territorial Government

Referenced Clauses:

24.1.1; 24.9.1; 24.9.2; 24.9.3

ACTIVITIES

RESPONSIBILITY

TIMING

In inviting bids on a government contract in the Nunavut Settlement Area, provide all reasonable opportunities to Inuit firms to submit competitive bids and in doing so take, where practicable and consistent with sound procurement management, the measures set out in 24.4.2(a) to (e)

Government of Canada,
Territorial Government

Ongoing

Take all reasonable measures to inform Inuit firms of invitation

Government of Canada,
Territorial Government

Prior to inviting bids for a government contract to be performed in the Nunavut Settlement Area

Provide Inuit firms with fair and reasonable opportunities to submit bids

Government of Canada,
Territorial Government

Ongoing

Planning Assumptions:

“In this Article... “invite” means to call publicly for bids...” (24.1.1)

“In this Article... “solicit” means to request bids from a limited number of businesses based some form of prequalification...” (24.1. 1)

The reasonable measures taken by government to inform Inuit firms of such bids, may include placing tender ads in the northern media and, where possible, posting notices in public places

In making a determination of where it is practicable and consistent with sound procurement management to include these measures set out in 24.4.2, government may consider whether significant incremental costs will be incurred due to increased contract or administration costs

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9.1)

Communication Strategy:

Develop strategy to inform Inuit firms on opportunities available under 24.2.2

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Include Inuit Firms in Bid Soliciting Lists

24.5.1 Where the Government of Canada or the Territorial Government solicits bids for government contracts to be performed in the Nunavut Settlement Area, it shall ensure that qualified Inuit firms are included in the list of those firms solicited to bid.

24.5.2 Where an Inuit firms has previously been awarded a government contract, and has successfully carried out the contract, that Inuit firm shall be included in the solicitation to bid for contracts of a similar nature.

Management Responsibility:

Government of Canada, Territorial Government

Referenced Clauses:

24.1.1; 24.7.1; 24.9.1; 24.9.2; 24.9.3

ACTIVITIES

Include qualified Inuit firms in the bid solicitation list as described in 24.5.1

RESPONSIBILITY

Government of Canada,
Territorial Government

TIMING

Prior to soliciting bids for a government contract to be performed in the Nunavut Settlement Area

Planning Assumptions:

The Government of Canada and the Territorial Government will consider the list described in 24.7. 1 in meeting their obligations under this Article

“In this Article... “invite” means to call publicly for bids...” (24.1.1)

“In this Article... “solicit” means to request bids from a limited number of businesses based on some form of prequalification...” (24.1.1)

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9. 1)

Communication Strategy:

Develop strategy to inform Inuit firms of government obligations under 24.5. 1 and 24.5.2

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Fair Consideration of Qualified Inuit Firms

24.5.3 In the absence of competitive bidding for government contracts, qualified Inuit firms will be given fair consideration.

Management Responsibility:

Government of Canada
Territorial Government

Referenced Clauses:

24.1.1; 24.5.2; 24.7.1; 24.9.1; 24.9.2

ACTIVITIES

Give fair consideration to qualified Inuit firms included on the list described in 24.7. 1

RESPONSIBILITY

Government of Canada,
Territorial Government

TIMING

Prior to entering into a government contract to be performed in the Nunavut Settlement Area, where absence of competitive bids

Planning Assumptions:

The Government of Canada and the Territorial Government will consider the list described in 24.7. 1 in meeting their obligations under this Article

“In this Article... “invite” means to call publicly for bids...” (24.1.1)

“In this Article... “solicit” means to request bids from a limited number of businesses based on some form of prequalification. ..”(24. 1. 1)

Funding:

“The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government.” (24.9.1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Establishment of Federal Bid Criteria

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit,

Management Responsibility:

Government of Canada

Referenced Clauses:

24.1.1; 24.9.1; 24.9.2

ACTIVITIES

Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, include all of the criteria set out in 24.6.1, or as many as may be appropriate with respect to any particular contract, in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area

RESPONSIBILITY

Government of Canada

TIMING

Ongoing

Planning Assumptions:

In making a determination of where it is practicable and consistent with sound procurement management to include these measures (24.6. 1) in the bid criteria, the Government of Canada may consider for example whether the number of qualified firms eligible to bid will be restricted to the point where there is little or no competition for the contract

Funding:

"The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government." (24.9.1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Establishment of Territorial Bid Criteria

24.6.2 Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Territorial Government for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the proximity of head offices, administrative offices or other facilities to the area where the contract will be carried out;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

Management Responsibility:

Territorial Government

Referenced Clauses:

24.1.1; 24.9.1; 24.9.2

ACTIVITIES

Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, include all of the criteria set out in 24.6.2, or as many as may be appropriate with respect to any particular contract, in the bid criteria established by the Territorial Government for the awarding of its government contracts in the Nunavut Settlement Area

RESPONSIBILITY

Territorial Government

TIMING

Ongoing

Planning Assumptions:

In making a determination of where it is practicable and consistent with sound procurement management to include these measures (24.6.2) in the bid criteria, the Territorial Government may consider for example whether the number of qualified firms eligible to bid will be restricted to the point where there is little or no competition for the contract

Funding:

"The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government." (24.9. 1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Prepare and Maintain List of Inuit Firms

24.7.1 The DIO shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and services which they would be in a position to furnish in relation to government contracts. This list shall be considered by the Government of Canada and the Territorial Government in meeting their obligations under this Article.

Management Responsibility:

DIO
Government of Canada
Territorial Government

Referenced Clauses:

24.1.1; 24.5.1; 24.5.2; 24.5.3

ACTIVITIES	RESPONSIBILITY	TIMING
Prepare, maintain and distribute to DIAND and IAA a comprehensive list of Inuit firms	DIO	Ongoing
Consider list in meeting government obligations under Article 24	Government of Canada, Territorial Government	Ongoing

Planning Assumptions:

DIAND and IAA will distribute the list to other government departments, affected agencies and crown corporations

Funding:

"The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government." (24.9.1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Monitoring and Evaluation of Implementation of this Article

24.8.1 The Government of Canada and the Territorial Government, in cooperation with the DIO, shall take the necessary measures to monitor and periodically evaluate the Implementation of this Article.

Management Responsibility:

DIO
Government of Canada
Territorial Government

Referenced Clauses:

24.1.1; 24.2.1; 24.3.6; Article 24 Parts 4, 5 and 6; 37.3.3

ACTIVITIES

Take the necessary measures to monitor and periodically evaluate the implementation of Article 24

RESPONSIBILITY

Government of Canada,
Territorial Government,
DIO

TIMING

Ongoing

Planning Assumptions:

All federal departments, departmental corporations and crown corporations and territorial departments and public agencies shall collect the necessary data in order to monitor and periodically evaluate the implementation of this Article

Funding:

"The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government." (24.9.1)

Subject: GOVERNMENT CONTRACTS

Obligation, Activity, Project: Review of Effects of Implementation of Article 24

24.9.3 The Government of Canada, the Territorial Government and the DIO shall conduct a review of the effect of this Article within 20 years of its implementation. If the DIO and the Government of Canada or the Territorial Government, as the case may be, agree after the review that the objectives of this Article have been met, the obligations under this Article of the Government of Canada or the Territorial Government, as the case may be, shall cease within one year of the completion of the review. If the obligations of the Government of Canada or the Territorial Government under this Article remain in effect after the initial review, the Parties shall review the requirement to continue such provisions every five years or at such other times as they may agree.

Management Responsibility:

DIO
Government of Canada
Territorial Government

Referenced Clauses:

24.2.1; Article 24 Parts 4, 6, 8 and 9

ACTIVITIES

Conduct a review of the effect of implementation of Article 24

RESPONSIBILITY

DIO, Government of Canada, Territorial Government

TIMING

To begin within 20 years of implementation of this Article

If after the initial review the government obligations remain in effect, review the requirement to continue such provisions

DIO, Government of Canada, Territorial Government

Every 5 years or at such other times as the parties may agree

Planning Assumptions:

The parties may choose to have an independent body conduct the review. This matter may be addressed in negotiations of the subsequent implementation planning period

Funding:

"The objectives of this Article shall be achieved through the allocation or re-allocation of government expenditures without imposing additional financial obligations on the Government of Canada or the Territorial Government."(24.9. 1)

Subject: RESOURCE ROYALTY SHARING

Obligation, Activity, Project: Payment to the Nunavut Trust

25.2.1 Government shall pay to the Nunavut Trust the amounts payable under Section 25.1.1.

25.2.2 Amounts payable by Government pursuant to this Article shall be calculated on the basis of amounts due to and received by Government in respect of resources produced after the date of ratification of the Agreement.

25.2.3 Payments remitted to the Nunavut Trust shall be in quarterly payments on an as received basis.

25.2.4 Government shall annually provide the Nunavut Trust with a statement indicating the basis on which royalties were calculated for the preceding year.

25.2.5 On the request of the Nunavut Trust, Government shall request the Auditor-General to verify the accuracy of the information in the annual statements.

Management Responsibility:

DIAND

Participant/Liaison:

DIOs
Nunavut Trust

Referenced Clauses:

25. 1. 1; 25.4. 1; Article 3 1 Part 1

ACTIVITIES	RESPONSIBILITY	TIMING
Pay to the Nunavut Trust amounts payable under 25.1.1 quarterly on as received basis calculated on basis stipulated in 25.2.2	DIAND	Ongoing
Provide the Nunavut Trust with statement indicating basis on which royalties were calculated for the preceding year	DIAND	Annually
On the request of the Nunavut Trust, request the Auditor General to verify accuracy of information in annual statements	DIAND	When required

Planning Assumptions:

Annual statements to be provided within 90 days of end of government*s fiscal year

Subject: RESOURCE ROYALTY SHARING

Obligation, Activity, Project: Consultation

25.3.1 Government shall consult with the DLO on any proposal specifically to alter by legislation the resource royalty payable to Government. Where Government consults outside of Government on any proposed changes to the fiscal regime which will change the resource royalty regime, it shall also consult with a DIO.

Management Responsibility:

DIAND
DIO
Canada

Referenced Clauses:

2.6.1

ACTIVITIES	RESPONSIBILITY	TIMING
Establish consultation process	DIAND, DIO	As required
Consult the DIO on any proposal specifically to alter, by legislation, the resource royalty payable to Government	DIAND	As required
Where consulting outside of Government on any proposed changes to the fiscal regime which will change the resource royalty regime, consult also with a DIO	Canada	As required

Subject: INUIT IMPACT AND BENEFIT AGREEMENTS

Obligation, Activity, Project: Negotiation in good faith

26.4.1 At least 180 days prior to the proposed start-up date of any Major Development Project, the DIO and the proponent, unless they otherwise agree, will commence negotiations, in good faith, for the purpose of concluding an IIBA.

Management Responsibility:

DIO

Referenced Clauses:

26.3.3; Article 26; Parts 4, 5, 6 and 7

ACTIVITIES

Unless otherwise agreed between the DIO and the proponent, commence negotiations in good faith with the proponent, for the purpose of concluding an IIBA

RESPONSIBILITY

DIO

TIMING

At least 180 days prior to the proposed start-up date of any Major Development Project

Planning Assumptions:

This obligation is shared between the DIO and the proponent

Subject: INUIT IMPACT AND BENEFIT AGREEMENTS

Obligation, Activity, Project: Appointment of arbitrator

26.6.2 In the event that a proponent or the DIO consider that the other party is not negotiating in good faith during the initial 60 days negotiation period referred to in Section 26.6.1, that party may immediately apply to the Minister for the appointment of an arbitrator. The arbitrator shall, within seven days of appointment, determine the validity of the allegation of bad faith. If the arbitrator upholds the allegation, the arbitrator shall proceed immediately in accordance with Section 26.6.4.

26.6.3 Within 15 days of an application to the Minister for the appointment of an arbitrator, an arbitrator shall be appointed with the approval of the parties negotiating the IIBA. If the parties cannot agree on the appointment of an arbitrator, the arbitrator shall be appointed by the Minister from a standing list of arbitrators which has been approved jointly by the DIO and by those industry organizations determined by Government to be relevant.

Management Responsibility:

Minister, DIAND
Minister responsible for project

Participant/Liaison:

DIO

Referenced Clauses:

Article 26, Parts 6 and 7; 26. 11.4

ACTIVITIES

RESPONSIBILITY

TIMING

Determine which industry organizations are relevant and request such organizations and DIO to submit names of arbitrators for standing list

Minister, DIAND

ASAP following date of ratification

Develop proposed standing list and solicit joint approval of list from DIO and the industry organizations

Minister, DIAND

ASAP following date of ratification

Appoint arbitrator agreed upon by the parties to the IIBA, or where parties cannot agree on appointment of arbitrator, appoint arbitrator from approved standing list

Minister responsible for the project

Within 15 days of application for appointment of arbitrator

Planning Assumptions:

Arbitrator must make determination on validity of bad faith allegations within 7 days of appointment

“The scope of the arbitration shall include the full range of benefits possible in an IIBA, unless the parties agree the range should be restricted” (26.6.1)

Funding:

“Costs of the arbitrator and the parties shall be borne equally by the parties, unless otherwise determined by the arbitrator. Costs of the DIO incurred in arbitration dealing with compensation pursuant to Section 26. 11.4 shall be borne by the proponent of the Major Development Project, unless otherwise determined by the arbitrator.”
(26.6.5)

Subject: INUIT IMPACT AND BENEFIT AGREEMENTS

Obligation, Activity, Project: Coming into effect

26.8.1 An IIBA shall take effect 30 days after its receipt by the Minister unless the Minister has determined within that time that the IIBA does not conform to the provisions of Section 26.3.2 or the principles of Subsections 26.3.3(a) to (e), or that, with respect to an IIBA pursuant to Parts 5 or 6, an arbitrator has exceeded the arbitrator*s jurisdiction.

26.8.2 If the Minister makes a determination pursuant to Section 26.8.1, the Minister shall provide written reasons and may provide direction for achieving conformity or remedying the excess of jurisdiction.

Management Responsibility:

Minister responsible for the project

Referenced Clauses:

26.3.2; 26.3.3; Article 26, Parts 5, 6 and 8

ACTIVITIES

RESPONSIBILITY

TIMING

Review IIBAs to determine:

Minister responsible for the project

Within 30 days following receipt of IIBA

- conformity with 26.3.2 and principles of 26.3.3(a) to (e), and
- whether arbitrator has exceeded jurisdiction

Provide written reasons to the arbitrator for any determination that IIBA is not in conformity with 26.3.2 and 26.3.3 or an arbitrator has exceeded the arbitrator*s jurisdiction

Minister responsible for the project

Upon making determination

Subject: INUIT IMPACT AND BENEFIT AGREEMENTS

Obligation, Activity, Project: Early Project Start-up

26.11.3 If, once negotiations have begun on an IIBA, the proponent finds it necessary for the project to start sooner than the projected start-up date, the Minister may, if the project has received approval from the appropriate agencies, authorize the project to commence:

- (a) if the parties agree; or
- (b) if the delay would jeopardize the project.

Where the Minister proposes to exercise this authority, the Minister shall consult with the parties and, where one has been appointed, the arbitrator.

Management Responsibility:

Minister responsible for the project

Referenced Clauses:

26.11.4

ACTIVITIES

Consult with parties and, where appointed, the arbitrator

RESPONSIBILITY

Minister responsible for the project

TIMING

Prior to authorizing commencement of project sooner than projected start-up date

Planning Assumptions:

Minister cannot exercise this discretion unless project approval obtained from the appropriate agencies

“If, pursuant to Section 26.11.2 or 26.11.3, a Major Development Project commences prior to an IIBA being concluded, the arbitrator shall ensure that benefits received by Inuit shall include compensation, which may be in the form of replacement benefits, for the benefits lost through the early commencement of the Major Development Project.” (26.11.4)

Subject: NATURAL RESOURCE DEVELOPMENT

Obligation, Activity, Project: Establish Process to Open Lands for Petroleum Exploration

27.1.1 Prior to opening any lands in the Nunavut Settlement Area for petroleum exploration, Government shall notify the DIO and provide an opportunity for it to present and to discuss its views with Government regarding the terms and conditions to be attached to such rights.

Management Responsibility:

DIAND, EMR

Participant/Liaison:

DIO

Reference Clauses:

27.3. 1

ACTIVITIES

RESPONSIBILITY

TIMING

Notify DIO of proposal to open lands in Nunavut Settlement Area for petroleum exploration

DIAND, EMR

As required - prior to opening lands

Provide DIO with opportunity to present and discuss its views

DIAND, EMR

As required - prior to opening lands

Subject: NATURAL RESOURCE DEVELOPMENT

Obligation, Activity, Project: Exercise of Petroleum Rights

27.1.2 Prior to the initial exercise of rights in respect of exploration, development or production of petroleum on Crown lands in the Nunavut Settlement Area, and in order to prepare a benefits plan for the approval of* the appropriate regulatory authority, the proponent shall consult the DIO, and Government shall consult the O10, in respect to those matters listed in Schedule 27-1.

Management Responsibility:

DIAND, EMR

Participant/Liaison:

DIO

Referenced Clauses:

27.3.1; Schedule 27.1

ACTIVITIES

Consult with DIO in respect of matters listed in Schedule 27-1

RESPONSIBILITY

DIAND, EMR

TIMING

Prior to initial exercise of rights in respect of exploration, development or production of petroleum on Crown lands in Nunavut Settlement Area

Subject: NORTHERN ENERGY AND MINERALS ACCORD

Obligation, Activity, Project: Nunavut Tungavik representatives

28.1.1 The Territorial Government shall include representatives of the Tungavik in the Territorial Government team to develop and to implement northern energy and minerals accords with the Government of Canada.

Management Responsibility:

Tungavik
EMPR

Referenced Clauses:

28.1.2

ACTIVITIES	RESPONSIBILITY	TIMING
Identify Tungavik representatives to be included	Tungavik	Following date of ratification
Include representatives identified by Tungavik on Territorial team to develop and implement any northern energy or minerals accord with the Government of Canada	EMPR	As required

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

Year 1	Year 2	Year 3	Year 4	Year 5
20000	20000	20000	...	...
Year 6	Year 7	Year 8	Year 9	Year 10

Subject: THE NUNAVUT TRUST

Obligation, Activity, Project: Establishment of Trust

- 31.1.1 Prior to the date of ratification of the Agreement, the Tungavik Federation of Nunavut shall cause to be established by trust deed a Nunavut Trust to receive the capital transfer payments referred to in Article 29 and any amounts payable to it under Article 25, and the Nunavut Trust may invest the same and distribute the income therefrom to the beneficiaries of the Trust for the general benefit of Inuit.
- 31.1.3 The Nunavut Trust shall be subject to control by its trustees, who shall be selected by Regional Inuit Organizations or through some other method that ensures conformity with Section 39.1.6.
- 31.1.4 The trust deed establishing the Nunavut Trust shall provide that amendment of the trust deed must involve ratification by Inuit through an appropriately designed voting procedure.
- 31.1.6 The Nunavut Trust shall provide for the protection and enhancement of settlement assets based on sound management practices.

Management Responsibility:

Nunavut Trust
RIOs
TFN

Referenced Clauses:

Article 31

ACTIVITIES	RESPONSIBILITY	TIMING
Obtain legal advice in relation to establishment of the Trust	TFN	Prior to ratification
Establish Trust by trust deed	TFN	Prior to ratification
Establish and follow appropriate voting procedure for Inuit ratification of amendments to the trust deed	Nunavut Trust	Prior to ratification and as required
Appoint trustees	RIOs	ASAP once Trust established, and ongoing
Operate Trust, making sure Trust provides protection enhancement of to and settlement assets based on sound management practices	Nunavut Trust	Ongoing

Funding:

Costs of establishing and operating Trust will be the responsibility of the TFN (to establish) and the Nunavut Trust (to operate)

Subject: THE NUNAVUT TRUST

Obligation, Activity, Project: Access to Information

31.2.1 The following information shall be freely available to all Inuit:

- (a) the trust deed establishing and governing the Nunavut Trust;
- (b) the constituting documents of the principal beneficiary and any other beneficiaries of the Trust; and
- (c) annual reports detailing the activities and finances of the Trust, its principal beneficiary, and any other beneficiaries

Management Responsibility:

Nunavut Trust

ACTIVITIES	RESPONSIBILITY	TIMING
Make available, in Inuktitut and English, to DIOs and all Inuit,	Nunavut Trust	Ongoing, as required
- trust deed,		
- constituting documents of the Tungavik and other beneficiaries of the Trust,		
- annual reports of the Trust, Tungavik and other beneficiaries		

Funding:

- Costs associated with providing information on Trust will be the responsibility of the Trust

Subject: NUNAVUT SOCIAL DEVELOPMENT COUNCIL

Obligation, Activity, Project: Government obligations

32.2.1 Government obligations under Section 32.1.1 shall be fulfilled by Government:

- (a) providing Inuit with an opportunity to participate in the development of social and cultural policies, and in the design of social and cultural programs and services, including their method of delivery, in the Nunavut Settlement Area; and
- (b) endeavouring to reflect Inuit goals and objectives where it puts in place such social and cultural policies, programs and services in the Nunavut Settlement Area.

Management Responsibility:

Federal Government Departments and Agencies
Territorial Government Departments and Agencies

Participant/Liaison:

Tungavik

Referenced Clauses:

32.2.1; 32.3.1; 39.1.3; 39.1.5

ACTIVITIES

Provide Inuit with an opportunity to participate in the development of social and cultural policies, and in the design of social and cultural programs and services, including their method of delivery, in the Nunavut Settlement Area

Endeavour to reflect Inuit goals and objectives where Government puts in place such social and cultural policies, programs and services in the Nunavut Settlement Area

RESPONSIBILITY

Federal Government Departments and Agencies, Territorial Government Departments and Agencies

Federal Government Departments and Agencies, Territorial Government Departments and Agencies

TIMING

As required following date of ratification

As required following date of ratification

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: NUNAVUT SOCIAL DEVELOPMENT COUNCIL

Obligation, Activity, Project: Establishment of the Council

32.3.1 A Nunavut Social Development Council (Council) shall be established to promote the principles and objectives in Sections 32.1.1 and 32.2.1, notwithstanding that there may be other bodies established in the Agreement or outside it which also promote these principles and objectives.

Management Responsibility:

DIO

Referenced Clauses:

29.1.3; Article 32

ACTIVITIES	RESPONSIBILITY	TIMING
Set up Council	DIO	ASAP

Planning Assumptions:

“Without limiting any rights of Inuit or any obligations of Government, outside of the Agreement, Inuit have the right as set out in this Article to participate in the development of social and cultural policies, and in the design of social and cultural programs and services, including their method of delivery, within the Nunavut Settlement Area.” (32.1.1)

“The capital transfer payments referred to in Sections 29. 1.1 and 29. 1.2 include the Government of Canada’s funding obligations in respect of the Nunavut Social Development Council and of the Inuit Heritage Trust, but such payment shall in no way affect the eligibility of the Council or Heritage Trust to apply for and receive government funds available for similar institutions in the Nunavut Settlement Area and throughout Canada by way of government grants, core funding or other such funding mechanisms. (29. 1.3)

Subject: ESTABLISHMENT OF NUNAVUT SOCIAL DEVELOPMENT COUNCIL (COUNCIL)

Obligation, Activity, Project: Annual report

32.3.4 The Council shall prepare and submit an annual report on the state of Inuit culture and society in the Nunavut Settlement Area to the Leader of the Territorial Government for tabling in the Legislative Assembly, as well as to the Minister of Indian Affairs and Northern Development for tabling in the House of Commons.

Management Responsibility:

Council
Leader of Territorial Government
Minister, DIAND

Referenced Clauses:

29.1.3

ACTIVITIES	RESPONSIBILITY	TIMING
Prepare and submit report	Council	Annually, once established
Table the report in respective legislatures	Minister, DIAND Leader of Territorial Government	Upon receipt of report

Funding:

“The capital transfer payments referred to in Sections 29.1.1 and 29.1.2 include the Government of Canada’s funding obligations in respect of the Nunavut Social Development Council and of the Inuit Heritage Trust, but such payment shall in no way affect the eligibility of the Council or Heritage Trust to apply for and receive government funds available for similar institutions in the Nunavut Settlement Area and throughout Canada by way of government grants, core funding or other such funding mechanisms. (29.1.3)

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Inuit participation .Policy and legislation development

33.3.1 The Trust shall be invited to participate in developing government policy and legislation on archaeology in the Nunavut Settlement Area.

Management Responsibility:

Federal and Territorial Department(s) responsible for developing policy and legislation

Participant/Liaison:

Inuit Heritage Trust

Referenced Clauses:

2.6.1; 2.16.1; 33.1.2; Article 33, Parts 2 and 4; 33.5.1; 33.5.2; 33.5.9, Schedule 33-1

ACTIVITIES

Invite Inuit Heritage Trust to participate in developing policy and legislation, on archaeology in the Nunavut Settlement Area

RESPONSIBILITY

Federal and Territorial Department(s) responsible for developing policy and legislation

TIMING

Ongoing, once Trust established

Planning Assumptions:

- . "In the Agreement, except where otherwise expressly provided in the Agreement or indicated by the context: "Trust" means the Inuit Heritage Trust .(1.1.1)
- . Participation of the Trust would be more than consultative. The Designated Agencies may share relevant drafts of policy or legislation with the Trust and any Working Group established by a Designated Agency on policy changes or legislative amendments should include representation from the Trust.
- . "Government responsibilities for the management and conservation of archaeological sites and specimens shall be balanced with Inuit responsibilities for the same." (33.2.3)
- . "There is an urgent need to establish facilities in the Nunavut Settlement Area for the conservation and management of a representative portion of the archaeological record. It is desirable that the proportion of the Nunavut Settlement Area archaeological record finding a permanent home in the Nunavut Settlement Area increase over time." (33.2.4)

Funding:

- . Refer also to Schedule 2 Part 4 DOJ General
- . With respect to EC&EP, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Establishment of Inuit Heritage Trust

33.4.1 The Tungavik Federation of Nunavut or its successor, shall cause to be established by trust deed an Inuit Heritage Trust (“Trust”) within one year of the date of ratification of the Agreement.

33.4.2 The Trust shall be subject to control by its trustees who shall be nominated by the DIO. The trustees collectively shall have an appropriate balance of cultural awareness and technical expertise.

33.4.3 The Trust shall assume increasing responsibilities for supporting, encouraging, and facilitating the conservation, maintenance, restoration and display of archaeological sites and specimens in the Nunavut Settlement Area, in addition to any other functions set out in the Agreement.

33.4.4 The terms of the Trust shall ensure the safekeeping and safe use of property entrusted to it.

Management Responsibility:

TFN or its successor, DIO

Referenced Clauses:

29.1.3; 33.1.2; 33.2.3; 33.2.4

ACTIVITIES	RESPONSIBILITY	TIMING
Prepare Inuit Heritage Trust deed, ensure terms of deed ensure safekeeping and safe use of property entrusted to it	TFN or its successor, DIO	Within 1 year of date of ratification
Set up Inuit Heritage Trust	DIO	Upon completion of Trust deed
Nominate Trustees who collectively have an appropriate balance of cultural awareness and technical expertise	DIO	Upon completion of Trust deed

Planning Assumptions:

The responsibilities assumed by the Trust will be commensurate with its budget capability.

The Trust shall assume increasing responsibilities for supporting, encouraging, and facilitating the conservation, maintenance, restoration and display of archaeological sites and specimens in the Nunavut Settlement Area, in addition to any other functions set out in the Agreement. (33.4.3)

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Access to information

33.4.5 The Designated Agency shall allow the Trust access to information in its possession regarding archaeological work in the Nunavut Settlement Area, subject to reasonable restrictions on access intended to safeguard the confidentiality of sensitive information.

Management Responsibility:

Designated Agencies identified in Schedule 33-1

Participant/Liaison:

Inuit Heritage Trust

Referenced Clauses:

33.1.2; 33.2.3; Article 33, Part 5; Schedule 33-1

ACTIVITIES

Allow the Trust access to information in the possession of the Designated Agency as required by 33.4.5

RESPONSIBILITY

Designated Agencies

TIMING

Ongoing

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Permit system

33.5.1 The legislation and policy referred to in Part 3 shall establish a permit system with respect to the protection, excavation and restoration, recording and reporting of archaeological sites. Appropriate sanctions against unauthorized disturbance of archaeological sites and specimens and unauthorized dealing in archaeological specimens shall be contained in appropriate legislation.

33.5.2 The legislation and policy referred to in Part 3 shall provide that a permit holder shall not survey, investigate, excavate or alter an archaeological site without the consent of the title holder to the land. Such consent shall not be unreasonably withheld.

33.5.9 The legislation and policy referred to in Part 3 shall provide that every permit holder shall submit a report to the Designated Agency and the Trust. Upon reasonable request, the Agency shall provide the Trust with an Inuktitut summary of the report.

Management Responsibility:

Legislative authorities
Designated Agencies

Participant/Liaison:

DOJ (Territorial)
Inuit Heritage Trust

Referenced Clauses:

Article 21, 33.3.1; Article 33, Part 3 and 5; Schedule 33-1

ACTIVITIES	RESPONSIBILITY	TIMING
Ensure legislation referred to in Part 3	Legislative authorities	Ongoing
(a) Establishes a permit system with respect to the protection, excavation and restoration, recording and reporting of archaeological sites		
(b) Provides that a permit holder shall not survey, investigate, excavate or alter an archaeological site without the consent of the title holder to the land		
(c) Provides that every permit holder shall submit a report to the Designated Agency and the Trust		
Upon reasonable request, provide the Trust with an Inuktitut summary of the permit holder*s report	Designated Agencies	Ongoing

Planning Assumptions:

The necessary adjustments will be made to the existing permit system, established under the Archaeological Sites Regulations made pursuant to the Northwest Territories Act in consultation with the Trust.

Preparation of policy and legislation referred to in Part 3 will be done with the participation of the Trust.

The devolution of the responsibility for administering the archaeology permit system to the Territorial Government will be consistent with these provisions, including the general principle to balance Government and Inuit responsibilities for the management and conservation of sites and specimens.

“The archaeological record of the Nunavut Settlement Area is of spiritual, cultural, religious and educational importance to Inuit. Accordingly, the identification, protection and conservation of archaeological sites and specimens and the interpretation of the archaeological record is of primary importance to Inuit and their involvement is both desirable and necessary.” (33.2.2)

Funding:

Refer also to Schedule 2 Part 4 DOJ General

With respect to EC&EP, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Communication Strategy:

The Designated Agencies will inform archaeologists currently working in the Nunavut Settlement Area and for Designated Agencies of the impact of the ratification of the Agreement on the permitting procedure and their responsibilities under the claim.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Processing of permit applications for archaeological activity

- 33.5.3** Upon receipt of any application for a permit for archaeological activity, including investigation of archaeological sites, or the removal of archaeological specimens, the Designated Agency shall, except in cases of emergency, forward a copy of such application forthwith to the Trust.
- 33.5.4** Upon receipt of the copy, the Trust shall have a reasonable number of calendar days, as determined by the Designated Agency in consultation with the Trust, to object to the application in writing.
- 33.5.5** If the Designated Agency is in receipt of such written objections within the specified number of calendar days, it shall:
- (a) withhold the issuance of any permit;
 - (b) investigate the objections; and
 - (c) provide the Trust with a copy of the report prepared on the basis of the investigation.
- 33.5.6** Where the objections referred to in Section 33.5.5 are reasonably founded on
- (a) inadequate efforts to secure Inuit participation and benefits or inadequate performance of commitments to provide such participation and benefits under permits issued at an earlier date, or
 - (b) disturbance of a site of Inuit religious or spiritual significance, as such significance is defined by the Trust in consultation with the Designated Agency,
- the Designated Agency shall reject the application for the permit.
- 33.5.8** Notwithstanding Section 33.5.6, where the application before the Designated Agency is associated with a proposed land use requiring a land use permit, the Designated Agency may, instead of rejecting the application, issue a permit with terms and conditions that adequately deal with the reasonably founded objections.

Management Responsibility:

Designated Agencies (per Schedule 33-1)
Trust

Referenced Clauses:

29.1.3; 33.1.2; Article 33, Parts 3, 6 and 8; Schedule 33-1

ACTIVITIES	RESPONSIBILITY	TIMING
In consultation with the Trust, determine the reasonable number of calendar days for the Trust to object in writing to an application	Designated Agencies	ASAP, upon establishment of Trust
Forward a copy of the application to the Trust, except in cases of emergency	Designated Agency	Upon receipt of any application, forthwith

**Schedule I
Implementation Worksheets
Article 33 - Archaeology**

Review application and decide whether to object to application	Trust	As required, upon receipt of a copy of an application
If the decision is made to object to the application, send written objections to the Designated Agency	Trust	Within the number of calendar days as determined in Activity 1
Where written objections are received within time frame stipulated, withhold issuance of any permit, investigate the objections, prepare a report on the basis of the investigation and provide the Trust with a copy of the report	Designated Agency	Upon receipt of written objections
Where Trust's objections are reasonably founded on the grounds described in 33.5.6:	Designated Agency	Upon conclusion of report
(a) reject the application, or		
(b) where permit application is associated with a proposed land use requiring a land use permit, issue a permit with terms and conditions that adequately deal with the reasonably founded objections		

Planning Assumptions:

- . Consultation may be done through correspondence and/or telephone calls.
- . Government and the Trust will co-operate to resolve concerns as expeditiously as possible in order to ensure that proposed field work need not be postponed unduly.

Funding:

- . With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Conditions on granting permits for archaeological activity

33.5.7 The Designated Agency shall, upon reasonable request by the Trust, attach as a condition to the grant of a permit, a requirement that upon completion of each season*s field work, the permit holder shall, to the extent practicable:

- (a) attend at a location identified by the Trust, in the community closest to the site, to explain and discuss the work carried out; and
- (b) provide an opportunity for residents of the community to examine any specimen removed from the site.

Management Responsibility:

Designated Agencies, Inuit Heritage Trust

Referenced Clauses:

33.1.2; Article 33, Part 5; Schedule 33-1

ACTIVITIES	RESPONSIBILITY	TIMING
Determine whether to make request as described in 33.5.7	Inuit Heritage Trust	Upon receipt of a copy of a permit application
If the decision is made to make the request, send a written request to the Designated Agency and identify the community that is closest to the site	Inuit Heritage Trust	Within the number of calendar days as determined pursuant to 33.5.4
Upon reasonable request by the Trust, attach to the permit the condition described in 33.5.7	Designated Agency	Upon granting permit
In consultation with the permit holder, determine a date, time and location for the meeting/viewing	Inuit Heritage Trust	Prior to completion of each season*s field work

Planning Assumptions:

If such a condition is attached to the permit of archaeologist not in the employ of a Designated Agency, the employing institution or agency will pay any additional costs for their archaeologist to visit the community.

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Inuktitut translations of agency*s publications

33.5. 10 The Designated Agency shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about archaeology in the Nunavut Settlement Area.

Management Responsibility:

Designated Agencies

Participant/Liaison:

Inuit Heritage Trust

ACTIVITIES

RESPONSIBILITY

TIMING

Translate into Inuktitut, and make available to the Trust, its publications that are aimed at informing the Canadian public about archaeology in the Nunavut Settlement Area

Designated Agency

Ongoing

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for this activity:

Year 1	Year 2	Year 3	Year 4	Year 5
5320	5320	5320	5320	5320
Year 6	Year 7	Year 8	Year 9	Year 10
5320	5320	5320	5320	5320

Communication Strategy:

Each Designated Agency shall provide and periodically update a list, to schools and culture centres identified by the Tungavik, of publications on archaeology that are available in Inuktitut.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Employment and Contracting

33.6.1 Where any agency of the Government intends to contract for carrying out of* archaeological work in the Nunavut Settlement Area, the agency shall:

- (a) give preferential treatment to qualified Inuit contractors where the agency proposes to tender such contract; and
- (b) ensure that all contractors give preferential treatment to qualified Inuit.

Management Responsibility:

DIO
Government Agencies

Participant/Liaison:

DIO
Inuit Heritage Trust

Referenced Clauses:

33.1.2; Part 39.2; Schedule 33-1

ACTIVITIES	RESPONSIBILITY	TIMING
Provide Government with current and comprehensive list of Inuit firms together with information on the goods and services they would be in a position to furnish	DIO	On a periodic basis
Provide notice to Inuit firms and take other appropriate measures to inform Inuit firms of contracts and bid requirements	Government Agencies	Ongoing
Include appropriate clauses in tender and contract documents to meet the requirement of 33.6. 1	Government Agencies	As required

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Minimum Requirements of Employment and Contracting

33.6.2 Any archaeological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.

Management Responsibility:

Government of Canada
Territorial Government

Referenced Clauses:

Article 23; 33.1.2; Schedule 33-1

ACTIVITIES

Administer archaeological programs in the Nunavut Settlement Area to conform, at a minimum, to the employment and training provisions set out in Article 23

RESPONSIBILITY

Government of Canada
Territorial Government

TIMING

Ongoing

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Title in archaeological Specimens

33.7.4 The Designated Agency and the Trust must jointly consent, in writing, prior to any long-term alienation of any archaeological specimen found in the Nunavut Settlement Area.

33.7.5 Where the Designated Agency and the Trust cannot reach an agreement on a proposal for a long-term alienation, as outlined in Section 33.7.4, the matter shall be referred for resolution by arbitration under Article 38 by the Designated Agency or the Trust. In arriving at a decision, an arbitration panel shall take into account the overall intent of the Agreement, the provisions of this Article, and any other relevant consideration.

33.7.6 The Trust shall determine the disposition of all specimens found on Inuit Owned Lands.

33.7.7 Designated Agencies shall determine the disposition of all specimens found in the Nunavut Settlement Area other than on Inuit Owned Lands subject to the rights of the Trust to acquire possession as set out in this Article.

Management Responsibility:

Designated Agencies and Inuit Heritage Trust
Arbitration Panel

Referenced Clauses:

33.1.2; 33.7.1; Article 38, Parts 2 to 4; Schedule 33-1

ACTIVITIES	RESPONSIBILITY	TIMING
Determine the disposition of all archaeological specimens found on Inuit Owned Lands	Inuit Heritage Trust	As required
Determine the disposition of all archaeological specimens found in the Nunavut Settlement Area other than on Inuit Owned Lands subject to the rights of the Trust to acquire possession as set out in Article 33 of any archaeological specimen found in the Nunavut Settlement Area	Designated Agencies	As required
Prior to any long-term alienation, obtain consent in writing of Trust and Designated Agency	Designated Agency, Inuit Heritage Trust	As required
Refer the matter of long-term alienation to arbitration under Article 38	Designated Agency or Inuit Heritage Trust	Where they cannot agree on long-term alienation and Designated Agency or Inuit Heritage Trust wish resolution of matter
Where matter is referred to arbitration, in arriving at a decision, take into account the overall intent of the Agreement, the provisions of Article 33, and any other relevant considerations	Arbitration Panel	As required

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Possession of Specimens

33.8.1 The Designated Agency shall endeavour at all times to dispose of a maximum number of specimens to institutions in the Nunavut Settlement Area such as the Trust.

33.8.2 The Trust may request possession of any specimens found within the Nunavut Settlement Area or from any federal or territorial government agency, including the Canadian Museum of Civilization, and any territorial archaeological agency. Such requests shall not be refused by the agency unless:

- (a) the Trust is unable to maintain the specimen without risk;
- (b) the Trust is unable to provide access to the specimen commensurate with scientific or public interests;
- (c) the agency is unable to give up possession because of some term or condition of its original acquisition from a non-governmental source;
- (d) the Canadian Museum of Civilization, the National Archives of Canada, the Canadian Parks Service or a territorial government agency currently requires the specimen
 - (i) for its own active display or research, or
 - (ii) on account of the unique characteristics of the specimen;
- (e) the condition of the specimen prohibits its movement; or
- (f) the specimen has previously been made available to, and is in the possession of, a party other than a federal or territorial government agency.

33.8.3 Where the agency referred to in Section 33.8.2 complies with a request by the Trust, the agency may attach any terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of possession.

33.8.4 Where the Trust requests possession of a specimen mentioned in Section 33.8.2, but such specimen is currently on loan to a party other than a federal or territorial government agency, the Trust shall have priority over all other persons to obtain possession of the said specimen, subject to compliance with any conditions outlined in Sections 33.8.2 and 33.8.3.

Management Responsibility:

Designated Agencies

Referenced Clauses:

33.8.4; Article 33, Part 7; Schedule 33-1

ACTIVITIES

Endeavour at all times to dispose of a maximum of specimens to institutions in the Nunavut Settlement Area such as the Inuit Heritage Trust

RESPONSIBILITY

Designated Agencies

TIMING

Ongoing

Give Trust priority over all other persons to obtain possession of an archaeological specimen currently on loan to a party other than a federal or territorial government agency, subject to compliance with any conditions outlined in 33.8.2 and 33.8.3

Designated Agencies

Upon receipt of request

Planning Assumptions:

“The archaeological record of the Nunavut Settlement Area is of spiritual, cultural, religious and educational importance to Inuit. Accordingly, the identification, protection and conservation of archaeological sites and specimens and the interpretation of the archaeological record is of primary importance to Inuit and their involvement is both desirable and necessary.” (33.2.2)

“There is an urgent need to establish facilities in the Nunavut Settlement Area for the conservation and management of a representative portion of the archaeological record. It is desirable that the proportion of the Nunavut Settlement Area archaeological record finding a permanent home in the Nunavut Settlement Area increase over time.” (33.2.4)

“In recognition of the spiritual, cultural and religious importance of certain areas in the Nunavut Settlement Area to Inuit, Inuit have special rights and interests in these areas as defined by this Article.” (33.2.5)

“A designated Agency may request possession of any specimen in the possession of the Trust and the Trust may grant possession on a basis to be negotiated between the Designated Agency and the Trust.” (33.8.5)

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ARCHAEOLOGY

Obligation, Activity, Project: Place names

33.9.1 The Inuit of the Nunavut Settlement Area have traditionally referred to various locations, geographic features and landmarks by the traditional Inuit place names. The official names of such places shall be reviewed by the Trust and may be changed to traditional Inuit place names in accordance with the process described in Section 33.9.2.

33.9.2 The process for review of place names within the Nunavut Settlement Area shall be comparable to that set out in the Territorial Government Directive 17.03 on Geographical And Community Names, dated May 28, 1990, subject to the requirement that the Trust be consulted on any place name decisions.

Management Responsibility:

Inuit Heritage Trust, EC&EP, EMR

Referenced Clauses:

33.1.2; 33.2.1; 33.2.2

ACTIVITIES	RESPONSIBILITY	TIMING
Notify Inuit Heritage Trust of review process	EMR, EC&EP	ASAP, upon establishment of Trust
Where Inuit of the Nunavut Settlement Area have traditionally referred to locations, geographic features and landmarks by the traditional Inuit place names, review the official names of such places and where appropriate request that government change the official names	Inuit Heritage Trust	As determined by the Trust
Review place names as set out in 33.9.2 and consult the Trust	EMR, EC&EP	Upon request for a name change

Planning Assumptions:

“The archaeological record of the Inuit of the Nunavut Settlement Area is a record of Inuit use and occupancy of lands and resources through time. The evidence associated with their use and occupancy represents a cultural, historical and ethnographic heritage of Inuit society and, as such, Government recognizes that Inuit have a special relationship with such evidence which shall be expressed in terms of special rights and responsibilities.” (33.2. 1)

“Government responsibilities for the management and conservation of archaeological sites and specimens shall be balanced with Inuit responsibilities for the same.” (33.2.3)

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ETHNOGRAPHIC OBJECTS AND ARCHIVAL MATERIALS

Obligation, Activity, Project: Employment and Training

34.2.1 Any ethnological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and training provisions set out in Article 23.

Management Responsibility:

Government of Canada
Territorial Government

Referenced Clauses:

34.1.3; Article 23

ACTIVITIES

Administer ethnological programs to conform, at a minimum, to the employment and training provisions set out in Article 23

RESPONSIBILITY

Government of Canada
Territorial of Government

TIMING

Ongoing

Subject: ETHNOGRAPHIC OBJECTS AND ARCHIVAL MATERIALS

Obligation, Activity, Project: Lending of Ethnographic Objects

34.3.1 The Canadian Museum of Civilization and any territorial government ethnographic agency shall endeavour at all times to lend a maximum number of ethnographic objects to institutions in the Nunavut Settlement Area such as the Trust.

34.3.2 Where the Trust request the loan of any ethnographic objects originating in or relating to the Nunavut Settlement Area, and in the possession of a federal or territorial government ethnographic agency, including the Canadian Museum of Civilization, the National Archives of Canada and the Canadian Parks Service or territorial government agency, such request shall not be refused unless:

- (a) the Trust is unable to maintain the object without risk of damage or destruction, including provision for climate control and security;
- (b) the Trust is unable to provide access to the object commensurate with scientific or public interest;
- (c) the agency is unable to lend the object because of a term or condition of its original acquisition from a non-governmental source;
- (d) the Canadian Museum of Civilization, the National Archives of Canada, the Canadian Parks Service or a territorial governmental agency requires the object;
 - (i) for its own active display or research, or
 - (ii) on account of the unique characteristics of the object;
- (e) the condition of the object prohibits its movement; or
- (f) the object has been previously lent to, and is in the possession of, a party other than a federal or territorial government agency.

34.3.3 Where the agency referred to in Section 34.3.2 complies with a request by the Trust, the agency may attach any terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of the loan.

34.3.4 Where the Trust requests the loan of an object mentioned in Section 34.3.2, but such object is currently on loan to a party other than a federal or territorial government agency, the Trust shall have priority over all other persons to obtain a loan of the said object, subject to compliance with any conditions outlined in Sections 34.3.2 and 34.3.3.

Management Responsibility:

Federal or territorial government ethnographic agency, including the Canadian Museum of Civilization, the National Archives of Canada and the Canadian Parks Service

Participant/Liaison:

Inuit Heritage Trust

Referenced Clauses:

33.2.1; 33.2.4; Article 33 Part 4; 34.1.3

ACTIVITIES	RESPONSIBILITY	TIMING
Endeavour at all times to lend a maximum number of objects to institutions in the Nunavut Settlement Area such as the Inuit Heritage Trust	Canadian Museum of Civilization and any territorial ethnographic agencies	Ongoing
Grant the request by Trust of loan of any ethnographic object, unless any of 34.3.2(a) to (f) apply	Federal or territorial government ethnographic agencies	Upon request
Give the Trust priority over all other persons to obtain a loan of an object mentioned in 34.3.2 currently on loan to a party other than a federal or territorial government agency, subject to compliance with any conditions outlined in 34.3.2 and 34.3.3	Federal or territorial government ethnographic agencies	Upon receipt of request

Planning Assumptions:

“The archaeological record of the Inuit of the Nunavut Settlement Area is a record of Inuit use and occupancy of lands and resources through time. The evidence associated with their use and occupancy represents a cultural, historical and ethnographic heritage of Inuit society and, as such, Government recognizes that Inuit have a special relationship with such evidence which shall be expressed in terms of special rights and responsibilities.” (33.2. 1)

“There is an urgent need to establish facilities on the Nunavut Settlement Area for the conservation and management of a representative portion of the archaeological record. It is desirable that the proportion of the Nunavut Settlement Area archaeological record finding a permanent home in the Nunavut Settlement Area increase over time.” (33.2.4)

Funding:

With respect to the Territorial Government, the Territorial Government intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Subject: ETHNOGRAPHIC OBJECTS AND ARCHIVAL MATERIALS

Obligation, Activity, Project: Loan of Archival Materials

34.4.1 Where the Trust requests the loan of original archival materials relating to the Nunavut Settlement Area for display or exhibit, or copies of archival material for research or study purposes, from the National Archives of Canada, the Canadian Museum of Civilization or any territorial government archival agency, such request shall be treated on at least as favourable a basis as similar requests from any other institutions.

Management Responsibility:

National Archives of Canada, the Canadian Museum of Civilization or any territorial government archival agency

Participant/Liaison:

Inuit Heritage Trust

Referenced Clauses:

34.1.3

ACTIVITIES

Treat request from Trust for loan under 34.4. 1 on at least as favourable a basis as similar requests from any other institutions

RESPONSIBILITY

National Archives of Canada, Canadian Museum of Civilization or territorial government archival agency

TIMING

Upon receipt of request

Subject: ENROLMENT

Obligation, Activity, Project: Establishment of Inuit Enrolment list

35.2.1 A DIO shall establish and maintain a list of Inuit (Inuit Enrolment List), and enrol thereon the names of all persons who are entitled to be enrolled in accordance with this Article.

35.8.2 The DIO shall be responsible for co-ordinating the enrolment procedures set out in these provisions and permanently maintaining a complete and up-to-date Inuit Enrolment List.

Management Responsibility:

Tungavik
DIO

Participant/Liaison:

Community Enrolment Committees (interim or otherwise)
Nunavut Enrolment Appeals Committee

Referenced Clauses:

Article 35 Parts 3, 4 and 5; 35.8.1

ACTIVITIES	RESPONSIBILITY	TIMING
Coordinate enrolment procedures set out in Article 35	Tungavik	Ongoing
Establish and maintain Inuit Enrolment List	DIO	Ongoing
Enrol all persons on Inuit Enrolment List entitled to be enrolled according to Article 35	DIO	Ongoing

Subject: ENROLMENT

Obligation, Activity, Project: Co-ordination and Maintenance of the Lists

35.3.4 A person who is entitled may transfer into the Agreement so long as that person gives up, for the duration of such transfer, the ability to benefit from or participate in a Canadian aboriginal land claims agreement out of which that person is transferring. The DIO shall determine the date upon which this provision comes into force with respect to beneficiaries or participants of any other Canadian aboriginal 'land claims agreements.

35.3.6 Any person enrolled under the Agreement, may from time to time, decide to discontinue enrolment and, upon that person*s written directions to that effect, that person*s name shall be removed from the Inuit Enrolment List.

Management Responsibility:

DIO

Participant/Liaison:

Enrolment Committees

Referenced Clauses:

35.2.1; 35.2.2; 35.3.1; 35.3.2; 35.3.3; 35.3.5; 35.8.1 and 35.8.2

ACTIVITIES	RESPONSIBILITY	TIMING
Determine when this provision (35.3.4) comes into force with respect to beneficiaries or participants of any other Canadian aboriginal land claims agreements	DIO	ASAP after date of ratification or upon conclusion of agreement between such other group and DIO
Establish system for dealing with persons seeking to transfer enrolment into Agreement	DIO	By date determined in activity #1
Remove name of any person enrolled under Agreement from Inuit Enrolment List	DIO	On written direction from that person to have name removed

Communication Strategy:

Develop communications strategy for making available information on requirements relating to enrolment transfers and removals from List

Subject: ENROLMENT

Obligation, Activity, Project: Establishment of Community Enrolment Committees

35.4.1 A Community Enrolment Committee (Enrolment Committee) shall be established in each community in the Nunavut Settlement Area.

35.4.3 An interim Enrolment Committee shall be established for each community composed of not less than three and not more than six persons chosen by the Inuit elders of that community.

35.4.4 On or before the first anniversary of the date of ratification of the Agreement, the interim Enrolment Committees shall complete their determination as to which applicants are entitled to be enrolled on the Inuit Enrolment List, and those applicants shall be enrolled by the DIO on the Inuit Enrolment List.

35.4.5 Upon completion of the work of an interim Enrolment Committee under Section 35.4.4, the persons from that community enrolled on the Inuit Enrolment List shall structure, in a manner they deem fit, an Enrolment Committee for that community to operate thereafter.

Management Responsibility:

DIO
interim Enrolment Committee enrolled persons

Participant/Liaison:

DIAND
communities

Referenced Clauses:

Article 35

ACTIVITIES	RESPONSIBILITY	TIMING
Establish an interim Enrolment Committee for each community composed of not less than 3 and not more than 6 persons chosen by the Inuit elders of that community	DIO	By date of ratification
Determine which applicants are entitled to be enrolled on Inuit Enrolment List and provide list to DIO	interim Enrolment Committee	On or before first anniversary of date of ratification
Enrol on the Inuit Enrolment List persons on list provided by interim Enrolment Committee	DIO	Upon receipt of list
Structure an Enrolment Committee	enrolled persons from community	Upon completion of work of interim Enrolment Committee

Subject: ENROLMENT

Obligation, Activity, Project: Establishment of Appeals Committee

35.5.1 A Nunavut Enrolment Appeals Committee (Appeals Committee) shall be established to hear and decide:

- (a) appeals, commenced by an applicant for enrolment or another enrolled person, from a decision of* an Enrolment Committee as to whether the applicant is entitled to be enrolled on the Inuit Enrolment List;
- (b) appeals, commenced by a person whose name would be removed or another enrolled person, from a decision of an Enrolment Committee as to whether a name should be removed from the Inuit Enrolment List; and
- (c) applications for enrolment by persons who believe that they meet the enrolment requirements of Paragraph 35.3.1 (e)(ii) but not Paragraph 35.3.1 (e)(i).

35.5.2 The Baffin Region Inuit Association, the Kitikmeot Inuit Association and the Keewatin Inuit Association, or their successors, shall each appoint one person from each community in its Region to a standing list of members for its Region.

35.5.4 The members of the standing list from each Region shall elect from among their number a member who shall be a co-chairperson of the Appeals Committee.

Management Responsibility:

Baffin Region Inuit Association (BRIA), Kitikmeot Inuit Association (KiIA), Keewatin Inuit Association (KeIA),
Members of Standing list

Participant/Liaison:

Tungavik
communities in each Region

Referenced Clauses:

35.5.3; 35.5.5 to 35.5.10; 35.8.1; Article 35 Part 6

ACTIVITIES	RESPONSIBILITY	TIMING
Consult with communities in its Region to determine appointments to standing list of members on Appeals Committee for that Region	BRIA	ASAP
Consult with communities in its Region to determine appointments to standing list of members on Appeals Committee for that Region	KiIA	ASAP
Consult with communities in its Region to determine appointments to standing list of members on Appeals Committee for that Region	KeIA	ASAP
Make appointments to regional standing list of members on Appeal Committee	BRIA	ASAP

**Schedule I
Implementation Worksheets
Article 35 - Enrolment**

Make appointments to regional standing list of members on Appeal Committee	KilA	ASAP
Make appointments to regional standing list of members on Appeal Committee	KeIA	ASAP
Elect from among members of standing list a regional Co-chairperson for the Appeals Committee	Members of Standing list of the region	After appointments to each regional standing list
Notify Tungavik of appointments and elected regional Co-chairpersons	BRIA, KilA, KeIA	After election of Co-chairpersons

Subject: ENROLMENT

Obligation, Activity, Project: Appeals

35.5.5 The co-chairperson of the Region of an appellant shall select another Appeals Committee member from that Region, and a co-chairperson from one of the other Regions, and the said co-chairpersons and that member shall hear and determine the appeal.

35.5.7 Where a person appeals to the Appeals Committee as to a decision of an interim Enrolment Committee, the Appeals Committee shall hear and determine the appeal on or before the second anniversary of the date of ratification of the Agreement.

Management Responsibility:

Appeals Committee

Participant/Liaison:

Community Enrolment Committees (interim or otherwise)

Referenced Clauses:

35.5.6; 35.5.8; 35.5.9; 35.5.10

ACTIVITIES

RESPONSIBILITY

TIMING

Choose one member of Appeals Committee from Appellant's Region and one co-chairperson from another Region to hear the appeal

co-chairperson from the Appellant's Region

Upon Appeal

Hear and make a ruling on the appeal relating to a decision of the interim Enrolment Committee

co-chairperson and the 2 members selected by the co-chairperson

ASAP, and on or before 2nd anniversary of date of ratification

Planning Assumptions:

The members of the Appeals Committee hearing an appeal may hear and determine other appeals from that Region. Appeal to the Appeals Committee shall be by rehearing and further evidence may be allowed. Ruling may be reviewed by superior court, for failure to observe rules of natural justice or otherwise acting beyond or refusing to exercise its jurisdiction

Subject: ENROLMENT

Obligation, Activity, Project: Proceedings of Committees

35.6.1 Subject to Section 35.6.2, the Enrolment Committees, interim or otherwise, and the Appeals Committee may establish rules for conducting proceedings, including rules for the use of teleconferencing, written submissions, and time limits.

35.6.2 In making any decisions that would confirm, deny or remove entitlement to enrolment, the Enrolment Committees, interim or otherwise, shall:

- (a) give appropriate notice to applicants, appellants, and other directly interested parties; and
- (b) allow applicants, appellants, and other directly interested parties an opportunity to make representations.

35.6.3 The Enrolment Committees, interim or otherwise, and Appeal Committee shall, upon request, supply to applicants, appellants and other directly interested parties written reasons for their decisions.

35.6.4 All proceedings of the Enrolment Committees, interim or otherwise, and the Appeals Committee shall be in Inuktitut and, at the request of a member of a Committee, the applicant or the appellant, in one or both of Canada*s official languages.

Management Responsibility:

Enrolment Committees and Appeals Committee

Referenced Clauses:

Article 35 Parts 4-5

ACTIVITIES	RESPONSIBILITY	TIMING
Obtain legal advice on rules and procedures	Enrolment Committees and Appeals Committee	ASAP
Establish rules for proceedings including use of teleconferencing, written submissions and time limits	Enrolment Committees and Appeals Committee	ASAP
Identify and budget for meeting interpretation and translation requirements that might arise	Enrolment Committees and Appeals Committee	As required
In making decisions on entitlement to enrol:	Enrolment Committees and Appeals Committee	As required
- give appropriate notice to directly interested parties		
- give all directly interested parties opportunity to make representations		
Upon request, supply directly interested parties with written reasons for decisions	Enrolment Committees and Appeals Committee	As required

Subject: ENROLMENT

Obligation, Activity, Project: Publication of Inuit Enrolment List

35.7.1 Each Enrolment Committee, interim or otherwise, shall make available to the public without charge a list containing the names of persons enrolled on the Inuit Enrolment List.

35.7.2 The DIO shall annually provide a free copy of the Inuit Enrolment List to the Government of Canada and to the Territorial Government, and shall make the Inuit Enrolment List available to a member of the public on request.

Management Responsibility:

Community Enrolment Committees (interim or otherwise)
DIO

Referenced Clauses:

35.8.2; Article 35 Parts 2 and 3

ACTIVITIES	RESPONSIBILITY	TIMING
Make available to public without charge list of persons enrolled on Inuit Enrolment List	Enrolment Committees	As required
Provide free copy of Inuit Enrolment List to Government of Canada and to Territorial Government	DIO	Annually
Make available to public the Inuit Enrolment List	DIO	As requested by member of public

Subject: ENROLMENT

Obligation, Activity, Project: Payment of expenses

35.8.1 The Government of Canada shall pay all expenses incurred for the establishment and work of the interim Enrolment Committees, and the work of the Appeals Committee, until the second anniversary of the date of ratification of the Agreement.

35.8.2 The DIO shall be responsible for co-ordinating the enrolment procedures set out in these provisions and permanently maintaining a complete and up-to-date Inuit Enrolment List.

Management Responsibility:

DIAND
DIO

Participant/Liaison:

interim Enrolment Committees
Appeals Committee

Referenced Clauses:

Article 35 Parts 2 to 7

ACTIVITIES

Pay all the expenses incurred for the establishment and work of the interim Enrolment Committees, and the work of the Appeals Committee

Represent the Committees in all dealings with government in relation to the expenses, including obtaining the funds necessary to operate and cover expenses

RESPONSIBILITY

DIAND

DIO

TIMING

Until the 2nd anniversary of the date of ratification

As required

Funding:

Refer to Section 5. 18 of the Contract

Subject: IMPLEMENTATION PANEL

Obligation, Activity, Project: Establish panel

37.3.1 Within sixty days of the date of ratification of the Agreement, an Implementation Panel shall be established.

37.3.2 The Implementation Panel shall be composed of four members: one senior official representing the Government of Canada, one senior official representing the Territorial Government and two individuals representing the DIO.

37.3.3 The Implementation Panel shall:

- (a) oversee and provide direction on the Implementation of the Agreement;
- (b) monitor the implementation of the implementation Plan, determining whether the ongoing and time-limited obligations, specific activities, and projects have been and are being carried out in accordance with the Plan and in the context of the Agreement and shall for that purpose, without duplicating other independent reviews, arrange for an independent review at five-year intervals unless otherwise agreed by the Panel;
- (c) monitor the development of the Implementation Training Plan;
- (d) accept or reject, with direction as appropriate, the Implementation Training Plan and monitor its operation when accepted;
- (e) attempt to resolve any dispute that arises between the DIO and Government regarding the implementation of the Agreement, without in any way limiting the opportunities for arbitration under Article 41 or legal remedies otherwise available;
- (f) when it deems it necessary, revise the schedule of implementation activities and the allocation of resources in the Implementation Plan, obtaining consent of the parties to the Plan where such revision requires an amendment to the Plan;
- (g) make recommendations to the parties to the Implementation Plan respecting the identification of funding levels for implementing the Agreement for multi-year periods beyond the initial ten-year period; and
- (h) prepare and submit an annual public report on the implementation of the Agreement including any concerns of any of the Panel members,
 - (i) to the leader of the Territorial Government for tabling in the Legislative Assembly,
 - (ii) to the Minister of Indian Affairs and Northern Development for tabling in the House of Commons, and
 - (iii) to the DIO.

Management Responsibility:

DIAND, IAA, Tungavik, Implementation Panel

Participant/Liaison:

DIO

Referenced Clauses:

37.3.4; 37.3.5

ACTIVITIES	RESPONSIBILITY	TIMING
Establish Implementation Panel composed of: 1 representative for each of the Territorial Government and Canada and 2 representatives for the DIO	DIAND, IAA, Tungavik	Within 60 days of date of ratification
Call initial meeting of Panel	DIAND	ASAP after establishment of Panel
Provide Panel members with copies of the Agreement, Implementation Plan and any other relevant material	DIAND	Prior to initial meeting
Perform the duties as described in 37.3.3	Implementation Panel	Ongoing

Planning Assumptions:

- . "All decisions of the Implementation Panel shall be by unanimous agreement of all four members" (37.3.5)
- . Implementation Panel costs may include those for the independent reviews required by 37.3.3(b) and for administrative, clerical and other support functions

Funding:

- . "The cost of the Implementation Panel shall be funded by the Government of Canada except that each of the governments and the DIO shall be responsible for the costs and expenses of its members" (37.3.4)
- . Refer also to Schedule 2 Part 4 IAA General

Subject: IMPLEMENTATION

Obligation, Activity, Project: Establish Nunavut Implementation Training Committee

37.5.1 The Nunavut Implementation Training Committee (NITC) shall be established within three months of ratification of the Agreement, and will consist of seven members to be appointed as follows:

- (a) the Tungavik and four other DIOs shall each appoint one member; and
- (b) Government shall appoint two members, one of whom is a senior official with authority to represent the Government of Canada in respect of training and education matters and one of whom is a senior official with authority to represent the Territorial Government in respect of training and education matters.

37.5.2 The NITC shall:

- (a) be trustees of the Implementation Training Trust established under Part 8 and administer it as a charitable trust;
- (b) develop guidelines for the expenditure of money from the Implementation Training Trust;
- (c) direct the Inuit Implementation Training Study as outlined in Part 6;
- (d) establish principles to guide the development of the Implementation Training Plan;
- (e) develop the Implementation Training Plan;
- (f) oversee the fulfilment of the Implementation Training Plan;
- (g) establish consultative arrangements between Government and Inuit that ensure effective integration of training funded from the Implementation Training Trust with existing Government training programs;
- (h) arrange for an independent review of the operations of the NITC and the implementation of the Implementation Training Plan to be undertaken no later than the fifth anniversary of the date of ratification of the Agreement and at least every fifth year thereafter during the life of the Plan; and
- (i) prepare an annual report on its activities, including expenditures from the Implementation Training Trust, for the Implementation Panel.

Management Responsibility:

DIAND, IAA, Tungavik, 4 DIOs, NITC

Referenced Clauses:

37.5.2; Article 23; Article 37 Parts 6, 7, 8 and 9

ACTIVITIES

Appoint one member to NITC

RESPONSIBILITY

DIAND, IAA, Tungavik,
4 DIOs

TIMING

Within 3 months of date
of ratification

Call initial meeting of NITC	Tungavik	ASAP, upon establishment
Provide NITC members with copies of the Agreement, Implementation Plan and any other relevant material	Tungavik, DIAND	Prior to initial meeting
Perform duties as described in 37.5.2	NITC	Ongoing

Planning Assumptions:

“The object of the Implementation Training Trust shall be to fund the functions of the NITC including:

- (a) the Inuit Implementation Training Study;
- (b) the development of the Implementation Training Plan;
- (c) training in accordance with the Implementation Training Plan; and
- (d) the functions of the NITC, including the reasonable cost associated with the administration of the Trust, except that each Government and DIO shall be responsible for the costs and expenses of its own member” (37.8.2)

Funding:

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for the costs and expenses of its members on the NITC:

Year 1	Year 2	Year 3	Year 4	Year 5
12000	12000	12000	12000	12000
Year 6	Year 7	Year 8	Year 9	Year 10
6000	6000	6000	6000	6000

Refer also to Schedule 2 Part 4 IAA General

The Implementation Training Trust will provide all funding for the Nunavut Implementation Training Committee except that each Government and DIO shall be responsible for the costs and expenses of its own member

Subject: IMPLEMENTATION

Obligation, Activity, Project: Conducting Inuit Implementation Training Study

37.6.1 Within three months of the date of ratification of the Agreement, an Inuit Implementation Training Study shall be undertaken in the Nunavut Settlement Area.

37.6.2 The Inuit Implementation Training Study shall be carried out under the direction of the NITC.

37.6.3 The Inuit Implementation Training Study shall be completed within six months of its commencement.

Management Responsibility:

NITC

Participant/Liaison:

DIOs, All institutions of public government, Territorial Government, Canada

Referenced Clauses:

37.5.2; 37.6.3 to 37.6.5; Article 23; Article 37 Parts 5, 7, 8 and 9

ACTIVITIES	RESPONSIBILITY	TIMING
Develop terms of reference for and initiate Inuit Implementation Training Study	NITC	Within 3 months of date of ratification
Ensure completion of Study	NITC	Within 6 months of start of Study

Planning Assumptions:

- . The Inuit Implementation Training Study will be conducted under the direction of the NITC and the work of the Study may be performed by technical persons and experts in human resource development and training
- . 37.6.4 will form the basis for development of a terms of reference for the Study
- . The results of the Study will form the basis for the Implementation Training Plan
- . "The conduct of the Inuit Implementation Training Study may be coordinated with the Inuit labour force analysis conducted pursuant to Section 23.3.1 or other studies of Inuit training requirements" (37.6.5)

Funding:

- . The Implementation Training Trust will provide all funding for the Inuit Implementation Training Study

Education Strategy:

- . As outlined in the Implementation Training Plan

Subject: IMPLEMENTATION

Obligation, Activity, Project: Develop Implementation Training Plan

37.7.1 An Implementation Training Plan shall be developed by the NITC to address the implementation training requirements identified under the Inuit Implementation Training Study.

37.7.2 The Implementation Training Plan shall identify:

- (a) existing Government training programs which, within their existing budgets, meet Inuit implementation training requirements identified under Section 37.7.1; and
- (b) training initiatives to be funded from the Implementation Training Trust where Inuit training requirements identified under Section 37.7.1 cannot be met under Sub-section (a).

37.7.4 The NITC shall forward a copy of its Implementation Training Plan to the Implementation Panel for its review and acceptance.

Management Responsibility:

NITC, Implementation Panel

Participant/Liaison:

DIOs, all institutions of public government, Territorial Government, Canada, Implementation Panel

Referenced Clauses:

37.3.3; 37.7.2; 37.7.3; Article 23; Article 37 Parts 5, 6, 8 and 9

ACTIVITIES	RESPONSIBILITY	TIMING
Develop terms of reference and format for Implementation Training Plan	NITC	Following the completion of the Study
Identify in Plan which Inuit implementation training requirements can be met using existing government programs and which are to be funded by the Implementation Training Trust	NITC	Upon completion of Plan
Forward Implementation Training Plan for review and acceptance of the Implementation Panel	NITC	Following completion of the Plan
Accept or reject, with direction as appropriate, Implementation Training Plan and notify NITC	Implementation Panel	ASAP upon receipt of Plan

Planning Assumptions:

The Inuit Implementation Training Plan will be developed by the NITC members with any assistance they may require from outside experts. The Implementation Panel will monitor the development of the Implementation Training Plan

Funding:

The Implementation Training Trust will provide all funding for the development of and training in accordance with the Implementation Training Plan, except as specified in the Plan

Education Strategy:

As outlined in the Implementation Training Plan

Subject: IMPLEMENTATION

Obligation, Activity, Project: Establish Implementation Training Trust

37.8.1 The DIO shall establish an Implementation Training Trust.

37.8.3 On establishment of the Implementation Training Trust or ratification of the Agreement, whichever occurs later, the Government of Canada shall contribute \$13,000,000 of implementation funding to the Implementation Training Trust. Nothing in this provision shall prevent the Trust from receiving donations, grants or funds from other sources.

Management Responsibility:

Government of Canada, Nunavut Trust, DIO

Participant/Liaison:

Tungavik

Referenced Clauses:

37.5.2; 37.8.2

ACTIVITIES	RESPONSIBILITY	TIMING
Establish Implementation Training Trust	DIO	ASAP after date of ratification
Contribute \$13,000,000 of Implementation Funding to the Implementation Training Trust	Government of Canada	On date of ratification or establishment of Implementation Training Trust, whichever occurs later

Planning Assumptions:

NITC will administer Implementation Training Trust

Subject: ESTABLISHMENT OF ARBITRATION BOARD

Obligation, Activity, Project: Establish the Board

38.1.1 An Arbitration Board (the “Board”) shall be established.

38.1.2 The Board shall have nine members. The chairperson and the vice-chairperson shall be selected by and from the members of the Board,

38.1.3 The Government of Canada, the Territorial Government and the DIO will consult and attempt to reach agreement as to the persons to be initially appointed by them jointly to the Board.

38.1.4 If agreement is not reached within six months of the date of ratification of the Agreement for any or all of the nine appointments under Section 38.1.3, the remainder of appointments, upon request of the Government of Canada, the Territorial Government or the DIO, shall be made by a judge of the superior court having jurisdiction in the Nunavut Settlement Area.

38.1.5 Re-appointments or new appointments to the Board shall be made in accordance with Section 38.1.3 and 38.1.4, except that a judge may be requested to make any such appointment if agreement is not reached within six months of the vacancy occurring.

Management Responsibility:

DOJ (federal)
DIAND
IAA
DIO
Selected Judge
Members of Board

Referenced Clauses:

38.1.6; 38.1.7; Article 38 Part 2; 38.4.1

ACTIVITIES	RESPONSIBILITY	TIMING
Establish consultation process to agree as to persons to be initially appointed members to Arbitration Board	DIAND, IAA, DIO	Within 6 months of date of ratification
Jointly appoint 9 members	DIAND, IAA, DIO	Upon agreement
If no agreement within 6 months of date of ratification or vacancy for any of the members, select judge to make appointment(s)	Senior judge of superior court	Upon request of DIAND, IAA or DIO
Make appointment(s) not agreed on	Selected judge	ASAP upon selection
Select Chair and Vice-Chair from among members	Members of Board	As required
Repeat this process of appointment upon any vacancy	All parties listed above	As required

Subject: ESTABLISHMENT OF ARBITRATION BOARD

Obligation, Activity, Project: Staff, budgets and expenses

38.1.7 Any staff of the Board shall be provided by Government and any office of the board shall be in the Nunavut Settlement Area. The Board shall prepare an annual budget, subject to review and approval by Government. The approved expenses of the Board shall be borne by Government.

Management Responsibility:

Arbitration Board
DIAND

Participant/Liaison:

DIO

Referenced Clauses:

Parts 1 to 3-Article 38

ACTIVITIES	RESPONSIBILITY	TIMING
Consult with Tungavik regarding location of office	DIAND	As required
Set up office in location in Nunavut designated by Government	Arbitration Board	As required
Prepare annual budget for review and approval by DIAND:		
- for remainder of the fiscal year in which the Board is established; and	Arbitration Board	As soon as Board is established
- for the following fiscal years	Arbitration Board	In accordance with funding arrangement
Upon approval of budget provide funding in accordance with funding arrangements established with Arbitration Board	DIAND	In accordance with funding arrangement

Planning Assumptions:

An office would be designated for the receipt and processing of references and for the maintenance of the public record of Board's decisions. The location of the office would be in one of the major centres in Nunavut.

Funding:

Refer to Schedule 2 Part 1A

Subject: ARBITRATION BOARD

Obligation, Activity, Project: Rules and procedures

38.3.1 The Board may establish rules and procedures for the conduct of references under this Article.

Management Responsibility:

Arbitration Board

Referenced Clauses:

Article 38 Part 2; 38.3.2; 38.3.1; 38.3.13; 38.3.14

ACTIVITIES

RESPONSIBILITY

TIMING

Obtain legal advice regarding rules and procedures that may be created or subsequently amended

Arbitration Board

As it may require

Planning Assumptions:

- . The Board will establish rules and procedures in advance of any reference
- . It is intended the arbitration process to resolve disputes will be conducted in an expeditious and informal manner

Subject: ARBITRATION BOARD

Obligation, Activity, Project: Establishment of Arbitration Panels

38.3.3 A reference shall be heard and determined by an arbitration panel selected from among members of the Board, consisting of:

- (a) one arbitrator, if agreed to by the parties to the arbitration; or
- (b) three arbitrators, where one is selected by each of the parties to the arbitration, and a chairperson, appointed in accordance with Section 38.3.6.

38.3.6 The chairperson shall be a person agreed upon by the two arbitrators named under Sections 38.3.4 and 38.3.5, except that, failing agreement, the chairperson shall be appointed by a judge pursuant to the territorial Arbitration Act, and in such case the judge may appoint any person as a chairperson as the judge thinks fit, whether the person is a member of the Board or not.

Management Responsibility:

Judge

Referenced Clauses:

Article 38 Part 3

ACTIVITIES	RESPONSIBILITY	TIMING
Where no agreement is reached on the Chairperson, appoint Chairperson as provided for in <u>Arbitration Act</u> (territorial)	Judge	Upon request of either of 2 arbitrators or parties to the arbitration

Planning Assumptions:

A Chairperson appointed by a judge does not have to be a member of the Arbitration Panel.

Subject: ARBITRATION BOARD

Obligation, Activity, Project: Record of decisions

38.3.14 The Board shall maintain a public record of the arbitration decisions of the arbitration panels.

Management Responsibility:

Arbitration Board

Referenced Clauses:

Article 38 Parts 2 to 4

ACTIVITIES

Establish and maintain a public record of arbitration decisions of panels

RESPONSIBILITY

Arbitration Board

TIMING

Ongoing

Subject: INUIT ORGANIZATIONS

Obligation, Activity, Project: Record of Inuit Organizations

39.1.5 The Tungavik shall establish a public record of all Organizations designated under Section 39.1.3 and of all jointly designated organizations exercising powers of a DIO in accordance with Section 40.2.12, which record shall specify the powers, functions or authorities under the Agreement for which each one has been designated, and shall keep the record up to date.

Management Responsibility:

Tungavik

Participant/Liaison:

DIAND/IAA

Referenced Clauses:

39.1.1; 39.1.3; Article 37 Part 4

ACTIVITIES	RESPONSIBILITY	TIMING
Establish and maintain public record of all Organizations designated under 39.1.3 and of all jointly designated organizations exercising powers of a DIO in accordance with 40.2.12	Tungavik	Ongoing
Provide DIAND, IAA with a copy and any update of list on public record	Tungavik	Ongoing

Subject: OTHER ABORIGINAL PEOPLES: INUIT OF NORTHERN QUEBEC

Obligation, Activity, Project: Jointly Owned Lands

40.2.9 All provisions of the Agreement applying to Inuit Owned Lands except Part 3 of Article 19 but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in Section 40.2.8. Any power of a DIO under the Agreement in respect of Inuit Owned Lands in the Area of Equal Use and Occupancy shall be exercised and enjoyed jointly by the DIO and Makivik in respect of those jointly owned lands.

Management Responsibility:

Government and DIO

ACTIVITIES

Ensure the powers of the DIO in respect of jointly owned lands are exercised and enjoyed jointly by the DIO and Makivik

RESPONSIBILITY

DIO

TIMING

As required

Subject: OTHER ABORIGINAL PEOPLES: INUIT OF NORTHERN QUEBEC

Obligation, Activity, Project: Benefits in Areas of Equal Use and Occupancy

40.2.12 Notwithstanding Section 40.2.4 and subject to Section 40.2.13, in the Areas of Equal Use and Occupancy, the rights of the Inuit of Nunavut pursuant to Section 5.6.39 and Part 8 of Article 5 and to Articles 8, 9, 26, 33, 34 shall apply equally to the Inuit of Northern Quebec and the functions of a DIO pursuant to those Articles shall be exercised by an organization jointly designated by the Tungavik and Makivik to exercise those functions or, in the absence of such designation, by the DIO.

Management Responsibility:

Tungavik
Government

ACTIVITIES	RESPONSIBILITY	TIMING
Identify appropriate DIO or any jointly designated organization to DIAND, IAA, NWMB and institutions of public government identified in Article 10 and, in respect of any specific activity, other relevant management agencies identified in the Contract for that activity	Tungavik	ASAP
Deal with identified DIO or jointly designated organization pursuant to 40.2.12	Government	As required

Subject: MANITOBA AREA EAST OF MANITOBA

Obligation, Activity, Project: Inuit Harvesting Rights

42.2.2 In the marine area east of Manitoba, Inuit designated by the Keewatin RWO shall have the right to harvest wildlife up to the level, taking into account Inuit harvesting of that species outside the marine area east of Manitoba, required to satisfy their personal, family or community consumption needs, subject only to restrictions or limitations imposed by management agencies necessary to:

- (a) effect a valid conservation purpose;
- (b) provide for public health or safety, or humane methods of harvesting;
- (c) implement those terms of an international agreement, as qualified by Section 5.9.1, that were in existence at the date of ratification of the Agreement;
- (d) provide for harvesting by other aboriginal peoples pursuant to an aboriginal or treaty right and the reasonable harvesting activities of other harvesters, provided that the Inuit right to harvest a species:
 - (i) shall not be more severely limited or adversely regulated than is the case with any other aboriginal peoples harvesting the same species; and
 - (ii) shall take priority over harvesting of that species by non aboriginal users;
- (e) provide reasonable limits on disturbance or depletion of any species important for tourism;
or
- (f) in relation to a Park or Conservation Area, implement the terms of an agreement between the Keewatin RWO and the management agency responsible for that Park or Conservation Area.

42.2.4 Before imposing a restriction or limitation under Section 42.2.2, the management agency shall consult with the NWMB and the Keewatin RWO.

42.2.9 The Keewatin RWO shall provide the Inuit designated by it with proof of such designation. Inuit may exercise the right to harvest under Section 42.2.2 with such proof without any form of licence or permit and without the imposition of any form of tax or fee.

Management Responsibility:

Keewatin RWO
DFO
DRR

Participant/Liaison:

NWMB

Referenced Clauses:

42.2.5; 42.2.6

ACTIVITIES

RESPONSIBILITY

TIMING

Consult with NWMB and Keewatin RWO

DFO, DRR, DOE

Before imposing restriction or limitation under 42.2.2

Designate Inuit for purpose of 42.2.2 and notify DFO, DRR and management agencies

Keewatin RWO

ASAP after date of ratification and ongoing

Determine form of proof of designation to be provided under 42.2.9 and notify DFO, DRR and management agencies of it and provide proof to designated Inuit

Keewatin RWO

ASAP after date of ratification and whenever changed

Funding:

Refer also to Schedule 2 Part 4 DRR General

Schedule 2
Implementation Funding

- Part 1- Institutions of Public Government
- Part 1A- Arbitration Board
- Part 2- Transition Team Budgets
- Part 3- Territorial Government
- Part 4- Territorial Government Implementation
Budget Estimates
- Part 5- Adjustment Factors

Part 1 - Institutions of Public Government

1992 Constant Dollars

Institution	Year 1	Year 2	Year 3	Year 4	Year 5
NWMB	4240600	4740600	4740600	4740600	4740600
NWB			1263715	1263.715	1263715
NIRB			1359608	1359608	1359608
NPC			2443565	2443565	2443565
SRT	154326	154326	154326	154326	154326
TOTAL	4394926	4,894,926	9961814	9961814	9961814

Institution	Year 6	Year 7	Year 8	Year 9	Year 10
NWMB	4.740600e+33	4.2406001e+33	3.7406001e+33	3.7406001e+33	3.74060013e+33
NWB					
NIRB					
NPC					
SRT					
TOTAL	9961814	9461814	8961814	8961814	8961814

NOTE: NWNB amounts include funding for the RWOs, the HTOs and the Nunavut Wildlife Harvest Study but do not include the amounts described in Sections 5.16 and 5.17.

Part 1A - Arbitration Board

1992 Constant Dollars

Year 1	Year 2	Year 3	Year 4	Year 5
100000	25000	25000	25000	25000
Year 6	Year 7	Year 8	Year 9	Year 10
25000	25000	25000	25000	25000

Part 2 - Transition Team Budgets

1992 Constant Dollars

Transition Team	Year 1	Year 2
NWB Transition Team	3.159293e+17	1.263715e+20
NIRB Transition Team		
NPC Transition Team		
TOTAL	1416722	5066888

Part 3 - Territorial Government

1992 Constant Dollars

	Year 1	Year 2	Year 3	Year 4	Year 5
Territorial Government	1472320	1418320	1432320	904320	917320

	Year 6	Year 7	Year 8	Year 9	Year 10
Territorial Government	731320	709320	724320	739320	728320

Part 4 - Territorial Government Implementation Budget Estimates

Summary Schedule

This schedule was developed for the purpose of summarizing how the Territorial Government will allocate the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7 for the initial planning period.

1992 Constant Dollars

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Worksheet 5.8.1	1,000	1,000	1,000	1,000	1,000
Worksheet 8.4.2			32,000	24,000	52,000
Worksheet 8.4.6	30,000	70,000	47,000	12,000	12,000
Worksheet 8.4.16	45,000	24,000			
Worksheet 9.3.1	11,000	11,000			
Worksheet 9.4.3	29,000				
Worksheet 9.5.2	100,000	100,000	100,000		
Worksheet 14.3.1	175,000	175,000	175,000		
Worksheet 14.8.1		25,000			
Worksheet 19.8.1	27,000				
Worksheet 19.8.8	40,000	50,000	40,000		
Worksheet 23.4.1		50,000	25,000	25,000	10,000
Worksheet 28.1.1	20,000	20,000	20,000		
Worksheet 33.5.10	5,320	5,320	5,320	5,320	5,320
Worksheet 37.5.1	12,000	12,000	12,000	12,000	12,000
DRR General (activity 1)	350,000	350,000	350,000	350,000	350,000
DRR General (activity 2)			100,000	100,000	100,000
DRR General (activity 3)	50,000				
DRR General (activity 4)	2,000				
IAA General	200,000	200,000	200,000	200,000	200,000
DOJ General	375,000	325,000	325,000	175,000	175,000
	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
Worksheet 5.8.1	1,000	1,000	1,000	1,000	1,000
Worksheet 8.4.2	12,000	12,000	12,000	12,000	16,000
Worksheet 8.4.6			15,000	30,000	15,000
Worksheet 8.4.16	8,000				
Worksheet 9.3.1					
Worksheet 9.4.3	14,000				
Worksheet 9.5.2					
Worksheet 14.3.1					
Worksheet 14.8.1					
Worksheet 19.8.1					
Worksheet 19.8.8					
Worksheet 23.4.1	10,000	10,000	10,000	10,000	10,000
Worksheet 28.1.1					
Worksheet 33.5.10	5,320	5,320	5,320	5,320	5,320
Worksheet 37.5.1	6,000	6,000	6,000	6,000	6,000
DRR General (activity 1)	350,000	350,000	350,000	350,000	350,000
DRR General (activity 2)	100,000	100,000	100,000	100,000	100,000
DRR General (activity 3)					
DRR General (activity 4)					
IAA General	200,000	200,000	200,000	200,000	200,000
DOJ General	25,000	25,000	25,000	25,000	25,000

DEPARTMENT OF RENEWABLE RESOURCES (DRR) GENERAL

ACTIVITIES	RESPONSIBILITY	TIMING
1. Carry out responsibilities identified for DRR in the Contract, and carry out Territorial Government responsibilities under the Agreement in relation to the NWMB, RWOs, and HTOs, other than those in the DOJ worksheet	DRR	Ongoing
2. Carry out Territorial Government responsibilities under the Agreement in relation to the NPC	DRR	Ongoing
3. Review territorial legislation and identify changes relative to the establishment and operation of the NWMB	DRR	Ongoing
4. Develop, produce, translate and print a pamphlet to advise hunters of the requirement for a guide in relation to worksheet 5.6.4 1	DRR	Ongoing

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

Activity	Year 1	Year 2	Year 3	Year 4	Year 5
1	350000	350000	350000	350000	350000
2	-	-	100000	100000	100000
3	50000	--	--	--	--
4	2000	--	--	--	--
Activity	Year 6	Year 7	Year 8	Year 9	Year 10
1	350000	350000	350000	350000	350000
2	100000	100000	100000	100000	100000
3	--	--	--	--	--
4	--	-	--	--	--

INTERGOVERNMENTAL AND ABORIGINAL AFFAIRS (IAA) GENERAL

ACTIVITIES	RESPONSIBILITY	TIMING
Maintain an Implementation Secretariat that will in part support the Territorial Government's member on the Implementation Panel	IAA	Ongoing
Carry out IAA responsibilities under the Contract	IAA	Ongoing

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

Year 1	Year 2	Year 3	Year 4	Year 5
200000	200000	200000	200000	200000
Year 6	Year 7	Year 8	Year 9	Year 10
200000	200000	200000	200000	200000

TERRITORIAL DEPARTMENT OF JUSTICE (DOJ)

ACTIVITIES	RESPONSIBILITY	TIMING
Provide all legal services to the Territorial Government in relation to all aspects of the Agreement	DOJ (Territorial)	As required
Provide legal services to departments of the Territorial Government concerning obligations and responsibilities under the Agreement	DOJ - Constitutional	As required
Provide legal services in relation to arbitration and litigation in relation to the Agreement	DOJ - Constitutional	As required
Provide legal services to Legislation Division during the drafting of legislation required under the Agreement	DOJ - Constitutional	As required
Provide legal services to departments of the Territorial Government concerning obligations within the jurisdiction of the Territorial Government	DOJ - Legal	As required
Provide legal opinions, draft and review agreements	DOJ - Legal	As required
Provide legal services to Legislation Division during the drafting of legislation required under the Agreement	DOJ - Legal	As required
Draft Appropriate legislation required under the Agreement	DOJ - Legislation	As required
Perform duties in relation to Inuit Owned Lands and transfers of title required under Article 14	DOJ - Land Titles Office	As required

As part of the overall funding to be provided by the Government of Canada to the Territorial Government under Section 5.7, the Territorial Government will allocate funds (1992 constant dollars) as follows for the initial planning period for these activities:

Year 1	Year 2	Year 3	Year 4	Year 5
375000	325000	325000	175000	175000
Year 6	Year 7	Year 8	Year 9	Year 10
25000	25000	25000	25000	25000

Part 5 - Adjustment Factors

A Adjustment to Fiscal Year

Annual amounts shall be normalized to the appropriate fiscal year as follows:

The first fiscal year amount is determined by multiplying the annual amount for Year 1 by “P”. In subsequent years the fiscal payment is determined by multiplying the annual amount for the appropriate year by “P” and adding to this the product obtained by multiplying the previous years* annual amount by (I-P).

where

P = The number of days remaining in the fiscal year on the date Nunavut Final Agreement Ratification legislation comes into force divided by 365 days.

<u>Year</u>	<u>Fiscal year amount</u>
1 Year 1 amount x P	= _____
2 Year 2 amount x P + Year 1 amount x (1-P)	= _____
3 Year 3 amount x P + Year 2 amount x (1-P)	= _____
4 Year 4 amount x P + Year 3 amount x (1-P)	= _____
5 Year 5 amount x P + Year 4 amount x (1-P)	= _____
6 Year 6 amount x P + Year 5 amount x (1-P)	= _____
7 Year 7 amount x P + Year 6 amount x (I-P)	= _____
8 Year 8 amount x P + Year 7 amount x (I-P)	= _____
9 Year 9 amount x P + Year 8 amount x (I-P)	= _____
10 Year10 amount x P + Year 9 amount x (I-P)	= _____
11 Year10 amount x (I-P)	= _____

B. Annual Adjustment

“The Adjustment Factor for fiscal year “fyn” is equal to the quotient obtained by dividing the “Final Domestic Demand Implicit Price Index (FDDIPI)” for the second quarter of the immediately preceding fiscal year by the “Final Domestic Demand Implicit Price Index” for the second quarter of 1992.

The adjusted fiscal year amount is equal to the Fiscal year Amount multiplied by the Adjustment Factor.

$$AFYA_{fyn} = FYA_{fyn} \times \frac{FDDIPI_{fyn-1}}{FDDIPI_{2nd\ qtr\ 1992}}$$

**Schedule 3
Implementation Guidelines
For Institutions of Public Government**

Part 1 - Nunavut Wildlife Management Board

Part 2 - Nunavut Water Board

Part 3 - Nunavut Planning Commission

Part 4 - Nunavut Impact Review Board

Part 5 - Surface Rights Tribunal

PART 1 - NUNAVUT WILDLIFE MANAGEMENT BOARD

A. INTRODUCTION

The Nunavut Final Agreement provides for the establishment of institutions of public government to fulfil lands and resources management functions related to wildlife management, land use planning, environmental assessment and the regulation of water use. The Agreement provides for the creation of the NWNB, NPC, NIRB, NWB and SRT and also describes their functions, structures and interrelationships.

The Implementation Guidelines were prepared by the Implementation Planning Working Group (IPWG) to give initial guidance to those involved in the creation and early operations of the institutions of public government. In relation to the NWMB, the Guidelines are intended to provide an overview of the principles and objectives upon which the management of wildlife in the Nunavut Settlement Area is based, the mandate of the NWMB and its relationship to the other institutions of public government and to the Regional Wildlife Organizations (RWOs) and Hunters and Trappers Organizations (HTOs).

The NWB, NPC, SRT, and NIRB, together with the NWMB, RWOs and HTOs all form part of a broader lands and resources management system operating in the Nunavut Settlement Area.

It should be stressed that the Implementation Guidelines are not intended to be definitive or cast in stone. They were prepared solely to facilitate discussion and planning among those involved in the establishment of the NWNB. It is understood that the NWMB may choose to reconsider the assumptions upon which the Guidelines are based to the extent they are not fixed in legislation, and may revise and make additions to them as deemed necessary.

B. GENERAL PRINCIPLES

Inuit are traditional and current users of wildlife.

The legal rights of Inuit to harvest wildlife flow from their traditional and current use.

The Inuit population is steadily increasing.

A long—term, healthy, renewable resource economy is both viable and desirable.

There is a need for an effective system of wildlife management that complements Inuit harvesting rights and priorities, and recognizes Inuit systems of wildlife management that contribute to the conservation of wildlife and protection of wildlife habitat.

There is a need for systems of wildlife management and land management that provide optimum protection to the renewable resource economy.

The wildlife management system and the exercise of Inuit harvesting rights are governed by and subject to the renewable resource economy.

The wildlife management system and the exercise of Inuit harvesting rights are governed by and subject to the principles of conservation.

There is a need for an effective role for Inuit in all aspects of wildlife management, including research.

The NWMB will be an institution of public government. Recognizing that Government retains ultimate responsibility for wildlife management, the NWMB shall be the main instrument of wildlife management in the Nunavut Settlement Area and the main regulator of access to wildlife and have the primary responsibility in relation thereto in the manner described in the Nunavut Final Agreement.

The NWNB will consist of nine members including the chairperson. Four members will be appointed by DIOs, three members will be appointed by the Governor—in—Council and one member will be appointed by the Commissioner-in-Executive Council. Members may be reappointed.

As an integral part of the lands and resources management system of the Nunavut Settlement Area, the NWNB will have to work with other management bodies, and particularly with RWOs and HTOs, in the Nunavut Settlement Area to achieve its objectives.

The NWMB will need to function continuously.

Co-ordination of activities of NWNB with the other institutions of public government and RWOs and HTOs may be facilitated in some instances by sharing of physical space and administrative functions as well as by common planning and regular communications.

The NWMB will be headquartered in a major center in one of the regions of the Nunavut Settlement Area but will be represented in the other two regions.

The NWMB should strive to achieve and maintain employment of Inuit at a representative level. This objective should be reflected in the Implementation Training Plan as identified in Article 37 Part 7 of the Agreement, developed by the Nunavut Implementation Training Committee.

Funding arrangements with the NWNB will provide it with sufficient financial resources to plan for and carry out the duties and responsibilities assigned to the NWMB in the Nunavut Final Agreement. Funding levels for the initial planning period are set out in Part 1 of Schedule 2 of the Contract.

In its operations the NWNB will give recognition to both Inuit and non—Inuit knowledge, practice and perspectives.

C. FUNCTIONS OF THE NWMB

Consistent with the Nunavut Final Agreement, the primary functions of the NWNB are:

- (a) participating in research (Sections 5.2.37 to 5.2.38);
- (b) conducting the Nunavut Wildlife Harvest Study (Part 4);
- (c) conducting an Inuit Bowhead Knowledge Study (Section 5.5.2);
- (d) rebutting presumptions as to need (Sections 5.6.5 to 5.6.11);
- (e) establishing, modifying or removing levels of total allowable harvest (Sections 5.6.16 to 5.6.18);
- (f) ascertaining the basic needs level (Sections 5.6.19 to 5.6.25) ;

- (g) adjusting the basic needs level (Sections 5.6.26 to 5.6.30);
- (h) allocating resources to other residents (Sections 5.6.32 to 5.6.37);
- (i) allocating resources to existing operations (Section 5.6.38);
- (j) dealing with priority applications (Section 5.6.39);
- (k) making recommendations as to allocation of the remaining surplus (Section 5.6.40);
- (l) establishing, modifying or removing non-quota limitations (Sections 5.6.48 to 5.6.51);
- (m) setting trophy fees (Section 5.7.41); and
- (n) any other function the NWNB is required to perform by the Nunavut Settlement Agreement and not specifically referred to in Section 5.2.33.

In relation to its research functions, consistent with the Nunavut Final Agreement, the NWNB shall:

- 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;
- identify relevant persons and agencies to undertake wildlife research;
- review research proposals and applications, and where appropriate recommend the acceptance or rejection of such proposals to the appropriate government agency;
- collect, classify, and disseminate wildlife statistics and information and maintain a data base adequate for such purposes; and
- carry out all other research functions consistent with its responsibilities.

Further to its research responsibilities in Section 5.2.37, consistent with the Nunavut Final Agreement, the NWMB shall:

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

In addition to its primary functions outlined above, the NWMB will in its discretion perform the following functions related to management and protection of wildlife and wildlife habitat:

- (a) approve the establishment, disestablishment, and changes to boundaries of Conservation 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 NPC with respect to planning in those areas;
- (c) approve plans for management and protection of particular wildlife habitats including areas within Conservation Areas, Territorial Parks, and National Parks;
- (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, NIRB and other concerned agencies and appropriate persons regarding mitigation measures and compensation to be required from commercial and industrial developers who 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 Inuit for wildlife management;
- (h) establish qualifications respecting guides (Section 5.6.41); and
- (i) any other functions assigned to it by the Agreement not referred to in Section 5.2.33.

Consistent with the Nunavut Final Agreement, other functions of the NWMB include:

- the functions relating to Zones I and II set out in Part 3 of Article 15;
- making recommendations to Government regarding marine management on its own or as part of the Nunavut Marine Council;
- approving access to Inuit Owned Lands by Government personnel for the purposes of wildlife management and wildlife research, following consultation with the appropriate RWO (Section 21.5.7); and
- developing, with the HTO*s and RWO*s, guidelines indicating the extent to which each HTO shall be obliged to conform to by-laws and decisions of the RWO in its region (Section 5.7.9).

In order to fulfil these functions, it is assumed that the following activities will be required:

- develop priorities, policies, and objectives and planning in close consultation with RWOs and HTOs and also with NPC, NIRB, and NWB and appropriate government organizations to ensure full coordination;

- hold workshops with RWOs and HTOs with respect to co—ordination of functions, budgets, by-laws and operating procedures; and
- in the initial years of the NWNB*s existence give public exposure to the new regulatory regime and provide for public input into the formulation of policies and procedures.

D. CO-ORDINATION WITH OTHER LANDS AND RESOURCES MANAGEMENT BODIES

Wildlife management in the Nunavut Settlement Area is an integral part of the overall lands and resources management system. This requires coordination of functions and activities between and among the NWMB, RWOs, HTOs and the other lands and resources management bodies.

As the main instrument of wildlife management in the Nunavut Settlement Area and the main regulator of access to wildlife, the NWNB will necessarily coordinate its activities with other institutions of public government, federal and territorial departments and agencies, RWOs, and HTOs.

Co-ordination with other institutions of public government may be facilitated by:

- regular meetings of chairpersons and/or other members;
- regular communications between appropriate staff members; and
- development of processes to coordinate functions and responsibilities of various management bodies in the Nunavut Settlement Area.

Summarized below are assumptions made by the IPWG for planning purposes concerning the relationships that will evolve between the NWMB and the RWOs and HTOs.

- Section 5.2.1 of the Nunavut Final Agreement notes that “each of four DIOs shall appoint one member” to the NWMB. The IPWG anticipated that the appointing DIOs will likely be either the RWOs or the Regional Inuit Organizations in consultation with the RWOs.

- NWMB will be represented in each region of the Nunavut Settlement Area by a Regional Resource Officer who will act as a liaison with the RWOs and HTOs.
- Co-ordination with RWOs and HTOs may be facilitated by:
 - physical proximity, i.e. sharing of office space;
 - co-ordination of staffing/administrative functions.
- The NWNB*s Administrative Officer may assist the RWOs and HTOs in the areas of budget and financial management.
- The NWMB will invite the participation of RWOs and HTOs in workshops.
- The NWNB will consult with RWOs and HTOs as it develops its operational and management plans and provide for public input in each region.
- The NWMB will exchange information with and provide assistance to the RWOs and HTOs as they prepare their own by—laws and operating procedures.
- The NWMB will develop the methodology and design of the Inuit Bowhead Knowledge Study in consultation with the RWOs.
- The NWMB will involve representatives of the RWOs and HTOs in the planning, design and conduct of the Nunavut Wildlife Harvest Study.

E. PHYSICAL LOCATION OF NWMB

The head office of the NWNB will be in the Nunavut Settlement Area.

The IPWG anticipated that political and geographical realities would require the NWNB to be decentralized. It assumed that the NWMB would be represented in the two other regions of the Nunavut Settlement Area by the presence of one staff person in each of the regions who might share office space with the RWO.

F. STAFF

The IPWG made the following assumptions with regard to staffing requirements for the NWMB:

- the NWMB will require the following staff:
 - Executive Director;
 - Wildlife Director;
 - Regional Resource Officers;
 - Administrative Officer;
 - Translator/Interpreter;
 - Clerks;
- the NWMB will also need to be able to contract, on a fee for service basis, for professional/ technical services as required;
- The IPWG assumed that the Wildlife Director would coordinate the Board*s research activities, and would therefore have the skills necessary to fulfil the responsibilities of a Research Director. Among other things, it was assumed that this officer would provide overall direction on research matters to the Regional Resource officers and would also oversee the establishment of a resource centre, including a data base, library and documentation centre for the Board*s use. It is expected that a Librarian will be contracted to set up and maintain the resource centre.

G. OPERATIONS OF THE NWMB

Initial Start-up

Initial tasks to be undertaken include:

- establishing a process for selection, nomination and appointment of a Chairperson;
- determination of requirements for staffing, offices and equipment;
- consulting on, making and publishing of by-laws and rules of procedure, obtaining such legal advice as they may deem necessary;

- development of proposals for the Implementation Training Plan in relation to employment with NWNB, for consideration by the Nunavut Implementation Training Committee.

Orientation Phase

Once the NWMB's initial "start-up" requirements are met, the IPWG assumed that an "orientation" period for Board Members would be necessary to allow board members to become familiar with their new duties and responsibilities and the relation of the NWMB to other land and resource management institutions in the Nunavut Settlement Area. Equally important is the need for board members to identify and explore the perspectives and systems of knowledge that both Inuit and non-Inuit members bring to the board.

Section 5.1.2(e) of the Agreement highlights the need for wildlife management system that "... recognizes Inuit systems of wildlife management that contribute to the conservation of wildlife and protection of wildlife habitat." For this purpose the NWMB will establish a process for cross—cultural orientation in consultation with the DIO.

Ongoing Operations

Along with its day to day operations, other tasks to be undertaken by the NWMB include:

- activities to familiarize the public with NWMB; and
- developing and publishing guidelines concerning NWMB operations and procedures.

The NWMB will translate public information and working documents and provide simultaneous interpretation capacity at public hearings and meetings of the Board as required by Section 5.2.17 of the Agreement.

The NWNB will develop communication strategies to promote public awareness of public hearings.

As vacancies occur, new NWMB members will require a period of orientation and cross-cultural training.

H. REGIONAL WILDLIFE ORGANIZATIONS AND HUNTERS AND TRAPPERS ORGANIZATIONS

In addition to the functions given to the NWNB, the exercise of harvesting by Inuit will be overseen by RWOs and HTOs.

Each community, and each outpost camp that prefers a separate organization, will have an HTO. Existing community Hunters and Trappers Associations may, subject to their adaptation to the provisions of this Article, act as HTOs. Two or more HTOs may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.

The powers and functions of HTOs will include the following:

- the regulation of harvesting practices and techniques among members (including use of non—quota limitations);
- the allocation and enforcement of community basic needs levels and adjusted basic needs levels among members;
- the assignment to non-members, with or without valuable consideration and conditions, of any portion of community basic needs levels and adjusted basic needs levels;
- generally, the management of harvesting among members;
- approval of new outpost camps (Section 7.2.2); and
- approval of Inuit guides, in accordance with any qualifications established by the NWNB (Section 5.6.41).

Each Region will have an RWO. The Kitikmeot Wildlife Federation, the Keewatin Wildlife Federation and the Baff in Region Hunters and Trappers Association may, subject to their adaption to the provisions of Article 5 of the Nunavut Final Agreement, act as RWOs. The board of directors of each RWO shall be made up of representatives from each HTO in the Region. Two or more RWO*s may join together for the purpose of discharging their functions over any or all species of wildlife on a joint basis.

The powers and functions of RWOs will include:

- the regulation of harvesting practices and techniques among the members of HTOs in the region including use of non-quota limitations;
- the allocation and enforcement of regional basic needs levels and adjusted basic needs levels among HTOs in the region;
- the assignment to any person or body other than an HTO, with or without valuable consideration and conditions, of any portion of regional basic needs levels and adjusted basic needs levels;
- generally, the management of harvesting among the members of HTOs in the region; and
- designation of Inuit for harvesting in marine area east of Manitoba (Keewatin RWO) (Section 42.2.2).

For planning purposes, the IPWG made the following assumptions respecting the RWOs and HTOs recognizing that variations will likely exist among the operations and activities of the RWOs and HTOs:

- As part of an overall wildlife management system within the Nunavut Settlement Area, RWOs will work closely with the NWMB and the HTOs in their region.
- RWOs and HTOs will be Inuit organizations, not institutions of public government, existing primarily to represent and to manage the regional and community interests of Inuit in regard to harvesting and to wildlife, as provided in the Agreement.
- Adequate funding for the operation of RWOs and HTOs will be provided by the NWMB.
- Research, data collection and fieldwork for the Nunavut Wildlife Harvest Study would be conducted by an appropriate DIO using the RWO*s in each region.

I. NUNAVUT WILDLIFE HARVEST STUDY

Part 4 of the Nunavut Final Agreement establishes that "A Nunavut Wildlife Harvest Study (Study) shall be undertaken in, and cover, each of the three Regions of the Nunavut

Settlement Area” and sets out obligations of the NWMB and a DIO in relation to:

- terms of reference (Schedule 5—5);
- timeframes (sections 5.4.2, 5.4.4);
- direction of the study (section 5.4.2);
- harvester participation (section 5.4.3);
- purpose of the study (section 5.4.5);
- availability of raw and interpreted data (sections 5.4.6 to 5.4.8); and
- reports (section 5.4.9).

For planning purposes, the IPWG made the following assumptions respecting the Nunavut Wildlife Harvest Study:

- S The study will consist of three distinct phases and will be completed over a period that may cover seven fiscal years
 - Phase 1 - Design and preparation (start up);
 - Phase 2 — Research - 5 complete years; and
 - Phase 3 - Completion of analysis and reporting including preparation and publishing the comprehensive summary of the findings in Inuktitut and English.
- S Tested and proven methodologies for data collection, based on the experiences of Inuit and other native communities, will be used in the study.
- S Given the geographic area to be covered by the study., there will be three regional study offices, operating under the direction of a Study Director located in one of the offices.
- S In general during the five year period of data collection, two fieldworkers (half time) may be required in communities with a population over 500 and three fieldworkers (half time) may be required in communities with a population over 1000.

- During the five year period of data collection, annual reports will be prepared no later than June 30 of the following year.
- Staff required to complete the study include:
 - Study Director
 - Study Administrator
 - Regional Study Directors
 - Fieldworkers
- Expert advice and services may be required throughout the study.
- A communication strategy will be developed by NWMB to familiarize harvesters with study requirements and opportunities for their participation.

J. INUIT BOWHEAD KNOWLEDGE STUDY

Section 5.5.2 requires the NWNB to conduct an Inuit knowledge study to record sightings, location and concentrations of bowhead whales in the Nunavut Settlement Area. The study is to be completed within five years of the date of ratification of the Agreement. The amount of \$500,000 will be paid to the NWNB for this study at the commencement of Year 1 pursuant to Section 5.16 of the Contract.

The IPWG made the following assumptions with regard to the Inuit Bowhead Knowledge Study:

- NWNB will develop the methodology and design of the Bowhead Study in consultation with DIOs;
- NWMB will involve Inuit directly in conducting the study;
- NWNB may wish to consult with government departments and agencies affected;
- A communication strategy will be developed by NWNB to familiarize harvesters with study requirements and opportunities for their involvement.

PART 2 - NUNAVUT WATER BOARD

A. INTRODUCTION

The Nunavut Final Agreement provides for the establishment of institutions of public government to fulfil lands and resources management functions related to wildlife management, land use planning, environmental assessment and the regulation of water use. The Agreement provides for the creation of the NWMB, NPC, NIRB, NWB and SRT and also describes their functions, structures and interrelationships.

The Implementation Guidelines were prepared by the Implementation Planning Working Group (IPWG) to give initial guidance to those involved in the creation and early operations of the institutions of public government. In relation to the NWB, the Guidelines are intended to provide an overview of the principles and objectives upon which the use and management of water in the Nunavut Settlement Area are based, the mandate of the NWB and its relationship to the other institutions of public government.

The NWB, NPC, SRT, and NIRB, together with the NWMB, Regional Wildlife Organizations (RWOs) and Hunters and Trappers Organizations (HTOs) all form part of a broader lands and resources management system operating in the Nunavut Settlement Area.

It should be stressed that the Implementation Guidelines are not intended to be definitive or cast in stone. They were prepared solely to facilitate discussion and planning among those involved in the establishment of the NWB. It is understood that the NWB may choose to reconsider the assumptions upon which the Guidelines are based to the extent they are not fixed in legislation, and may revise and make additions to them as deemed necessary.

B. GENERAL PRINCIPLES

The NWB will be an institution of public government with responsibilities and powers over the regulation, use and management of waters in the Nunavut Settlement Area.

The NWB will be comprised of nine members including the chairperson, all appointed by the Minister of DIAND, four of the members having been nominated by a DIO and two having being nominated by designated Ministers of the Territorial

Government; additional members may be appointed and members may be reappointed.

As an integral part of the lands and resources management system of the Nunavut Settlement Area, the NWB will have to work with other management bodies in the Nunavut Settlement Area to achieve its objectives.

The NWB, NPC, and NIRB will co-operate and co-ordinate their efforts in the review, screening and processing of water applications to ensure they are dealt with in a timely fashion.

The NWB will contribute fully to the development of land use plans as they concern water in the Nunavut Settlement Area.

As the activities of the NWB are part of the overall lands and resources management system, the NWB will need to function continuously and not be viewed as only a project driven body.

Co-ordination of activities of NWB with the other institutions of public government will be facilitated by sharing of physical space and administrative staff as well as by common planning and regular communications.

The NWB will be headquartered in a major center in one of the regions of the Nunavut Settlement Area but will be represented in the other two regions.

The NWB should strive to achieve and maintain employment of Inuit at a representative level. This objective should be reflected in the Implementation Training Plan as identified in Article 37 Part 7 of the Agreement, developed by the Nunavut Implementation Training Committee.

DIAND will maintain its laboratory, professional and technical services related to inspection and enforcement for water management and will provide relevant information and advice to the NWB on licensing matters as requested by the NWB.

Funding arrangements with the NWB will provide it with sufficient financial resources to plan for and carry out the duties and responsibilities assigned to the NWB in the Nunavut Final Agreement. Funding levels for the initial planning period are set out in Part 1 of Schedule 2 of the Contract.

In its operations the NWB will give recognition to both Inuit and non-Inuit knowledge, practice and perspectives.

C. FUNCTIONS OF THE NWB

The NWB will have responsibilities and powers over the regulation, use and management of water in the Nunavut Settlement Area, on a basis at least equivalent to the powers and responsibilities of the NWT Water Board under the Northern Inland Waters Act RSC 1985, C. N-25 and additional functions which it is given the discretion or obligation to perform as set out in Article 13 and other Articles of the Nunavut Final Agreement including, among others:

- approving water applications and conducting of public hearings for that purpose (Article 13, Part 7)
- issuing of guidelines to water use applicants for provision of information (Article 13, Part 8)
- contributing fully to development of land use plans (Section 13.4.1)
- assisting Government in negotiating interjurisdictional agreements (Section 13.10.1)
- collaborating, if appropriate, with competent water authority in review of water applications that would have significant bearing upon water use outside the Nunavut Settlement Area (Section 13.10.2)
- cooperating and coordinating with NPC and NIRB with respect to water applications (Section 13.6.1)
- advising and making recommendations to Government regarding marine management on its own or as part of a Nunavut Marine Council (Section 15.4.1)
- determining appropriate compensation for loss or damage caused by change in quality, quantity or flow of water through Inuit Owned Lands (Article 20 Part 3 and Part 4)

In order to fulfil these functions, it is assumed that the following activities will be required:

- develop priorities, policies and objectives and planning in close consultation with NPC, NIRB, NWMB and

- appropriate government organizations to ensure full coordination;
- gather and analyze information; and
- in the initial years of the NWB's existence give public exposure to the new regulatory regime and provide for public input into the formulation of policies and procedures.

The NWB will have the power to delegate its authority to approve applications which do not require public hearings.

While the responsibility for inspection and enforcement of water licences will continue to lie with DIAND, DIAND will provide full and timely feedback on compliance information.

D. CO-ORDINATION WITH OTHER LANDS AND RESOURCES MANAGEMENT BODIES

Water licensing and management form an integral part of the overall lands and resources management system. This requires coordination of functions and activities between and among the NWB and the other lands and resources management bodies.

Co-ordination with other institutions of public government will be facilitated by:

- physical proximity, i.e. sharing of office space;
- coordination of staffing/administrative functions;
- regular meetings of chairpersons and/or other members;
- regular communications between appropriate staff members; and
- development of processes to coordinate functions and responsibilities of various management bodies in the Nunavut Settlement Area.

E. PHYSICAL LOCATION OF NWB

The head office of the NWB will be in the Nunavut Settlement Area. In view of the close working relationship required between NWB and NIRB, the IPWG assumed the head offices of these two boards would be situated in the same regional

centre and, ideally, in the same building. With the exception of possible sharing of some clerical or administrative services, however, the two offices should remain distinct.

The IPWG anticipated that political and geographical realities would require the NWB to be decentralized. They assumed that the NWB would be represented in the two other regions of the Nunavut Settlement Area by the presence of one staff person in each of the regions. Each of these individuals would be employed jointly by NWB and NIRB, with responsibility for the regional functions of the NWB, NIRB and SRT and would share office space, etc. with another institution of public government headquartered in that region.

F. STAFF

The IPWG made the following assumptions with regard to staffing requirements for the NWB:

- the NWB will require the following staff:
 - Executive Director;
 - Technical Advisor;
 - Licence Administrator;
 - Administrative Officer;
 - Translator/Interpreter;
 - Program Officers;
 - Clerk;
- a Technical Advisory Committee (TAC) will be used to advise the Board on licence application matters; the Technical Advisor of the NWB will act as Chairperson of the TAC;
- the NWB will also need to be able to contract, on a fee for service basis, for professional/ technical services as required; and
- Water Laboratory in Yellowknife will be utilized by the NWB.

G. NWB TRANSITION TEAM

The IPWG assumed that those individuals named as members to the transition team may be appointed as members to the NWB once legislation is passed. On that basis, it was expected

that the transition team members, through experience throughout the transition period, would be able to develop good working relations necessary for an effective board. In particular, it was hoped that the team members would be able to achieve a level of cross—cultural awareness that would enhance their work as board members following legislation. To this end, it was expected that the members would conduct workshops and use other methods to inform themselves of cultural differences and perspectives and increase their cross—cultural understanding and awareness.

H. OPERATIONS OF THE NWB

A basic assumption throughout these Guidelines is that as of the date of appointment of NWB members, the NWB will be fully operational and able to assume all of the responsibilities within its mandate.

Initial tasks to be undertaken include:

- consulting on, making, and publishing of by-laws and rules of procedure, obtaining such legal advice as they may deem necessary;
- activities to familiarize the public with NWB; and
- developing and publishing guidelines concerning NWB operations and procedures.

As vacancies occur, new NWB members will require a period of orientation and cross-cultural training.

The NWB will translate public information and working documents and provide simultaneous interpretation capacity at public hearings and meetings of the Board when required by Sections 13.3.11 and 13.3.12 of the Agreement.

The NWB will establish a process for cross—cultural orientation in consultation with the DIO to assist them in complying with Section 13.3.13 of the Agreement.

The NWB will develop communication strategies to promote public awareness of their public hearings.

The NWB will remunerate its members at the level determined by Government and pay for their reasonable travelling and living expenses consistent with Treasury Board guidelines.

PART 3 - NUNAVUT PLANNING COMMISSION

A. INTRODUCTION

The Nunavut Final Agreement provides for the establishment of institutions of public government to fulfil lands and resources management functions related to wildlife management, land use planning, environmental assessment and the regulation of water use. The Agreement provides for the creation of the NWMB, NPC, NIRB, NWB and SRT and also describes their functions, structures and interrelationships.

The Implementation Guidelines were prepared by the Implementation Planning Working Group (IPWG) to give initial guidance to those involved in the creation and early operations of the institutions of public government. In relation to the NPC, the Guidelines are intended to provide an overview of the principles and objectives upon which land use planning will be based in the Nunavut Settlement Area, the mandate of the NPC and its relationship to the other institutions of public government.

The NPC, NWB, SRT and NIRB, together with the NWMB, Regional Wildlife Organizations (RWO5) and Hunters and Trappers Organizations (HTO5) all form part of a broader lands and resources management system operating in the Nunavut Settlement Area.

It should be stressed that the Implementation Guidelines are not intended to be definitive or cast in stone. They were prepared solely to facilitate discussion and planning among those involved in the establishment of the NPC. It is understood that the NPC may choose to reconsider the assumptions upon which the Guidelines are based to the extent they are not fixed in legislation, and may revise and make additions to them as deemed necessary.

B. GENERAL PRINCIPLES

The NPC will be an institution of public government with responsibilities and powers relating to planning and regulation of land use in the Nunavut Settlement Area.

The size and makeup of the membership of the NPC may vary, but the Government of Canada and Territorial Government will each recommend at least one member and the DIO will nominate a number of members equal to the total number recommended by

Government. The NPC members will be appointed by the Minister of Indian Affairs and Northern Development from the above—noted recommendations and nominations.

For planning purposes the IPWG assumed that initially the NPC will consist of nine members including a chairperson.

The primary purpose of land use planning in the Nunavut Settlement Area shall be to protect and promote the existing and future well being of those persons ordinarily resident and communities of the Nunavut Settlement Area taking into account the interests of all Canadians; special attention shall be devoted to protecting and promoting the existing and future well-being of Inuit and Inuit Owned Lands.

As an integral part of the lands and resources management system of the Nunavut Settlement Area, the NPC will have to work with other management bodies in the Nunavut Settlement Area to achieve its objectives.

The NPC, NWB, and NIRB will co-operate and co-ordinate their efforts in the review, screening and processing of water applications and project proposals to ensure they are dealt with in a timely fashion.

The NPC will be responsible for the development of land use plans that guide and direct resource use and development in the Nunavut Settlement Area.

Land use planning in the Nunavut Settlement Area will be a continuous and cyclical process, involving the development, implementation, monitoring, review and amendment of land use plans.

Co-ordination of activities of NPC with the other institutions of public government will be facilitated by sharing of physical space and administrative staff as well as by common planning and regular communications.

The NPC will be headquartered in a major centre in one of the regions of the Nunavut Settlement Area but will be represented in the other two regions.

The NPC should strive to achieve and maintain employment of Inuit at a representative level. This objective should be reflected in the Implementation Training Plan as identified in Article 37 Part 7 of the Agreement, developed by the Nunavut Implementation Training Committee.

Funding arrangements with the NPC will provide it with sufficient financial resources to plan for and carry out the duties and responsibilities assigned to the NPC in the Nunavut Final Agreement. Funding levels for the initial planning period are set out in Part 1 of Schedule 2 of the Contract.

In its operations the NPC will give recognition to both Inuit and non-Inuit knowledge, practice and perspectives.

C. FUNCTIONS OF THE NPC

Consistent with the Nunavut Final Agreement, the NPC will have the following major responsibilities:

- (a) to establish broad planning policies, objectives and goals for the Nunavut Settlement Area in conjunction with Government;
- (b) to develop, consistent with other provisions of Article 11 of the Nunavut Final Agreement, land use plans that guide and direct resource use and development in the Nunavut Settlement Area; and
- (c) generally, to fulfil the objectives of the Nunavut Final Agreement in the manner described, and in accordance with the general principles mentioned in Section 11.2.1 of the Agreement, as well as such additional functions as may be agreed upon from time to time by Government and the DIO.

Consistent with the Nunavut Final Agreement, the NPC will:

- (a) identify planning regions;
- (b) identify specific planning objectives, goals and variables that apply to planning regions and are consistent with the broader objectives and goals;
- (c) contribute to the development and review of Arctic marine policy;
- (d) disseminate information and data;
- (e) solicit opinions from municipalities, residents and others about planning objectives, goals and options of the region;

- (f) prepare and circulate draft land use plans;
- (g) promote public awareness and discussion and conduct public hearings and debate throughout the planning process;
- (h) recommend plans to the Ministers;
- (i) consider modifications requested by the Ministers in the event that a draft plan is rejected;
- (j) consider amendments to a land use plan in accordance with Part 6;
- (k) determine whether a project proposal is in conformity with a land use plan;
- (l) monitor projects to ensure that they are in conformity with land use plans;
- (m) report annually to the Ministers and the DIO on the implementation of land use plans; and
- (n) advise and make recommendations to Government regarding marine management on its own or as part of a Nunavut Marine Council.

The Nunavut Final Agreement notes that there is a requirement for general monitoring to collect and analyze information on the long term state and health of the ecosystemic and socio—economic environment in the Nunavut Settlement Area. Government, in co-operation with the NPC, will be responsible for developing a general monitoring plan and for directing and co—ordinating general monitoring and data collection. The NPC will:

- (a) in accordance with the plan, collate information and data provided by industry, government departments and agencies, amongst others;
- (b) in accordance with the plan, report periodically on the ecosystemic and socio—economic environment of the Nunavut Settlement Area; and
- (c) use the information collected under Sub-sections (a) and (b) to fulfil its existing responsibilities under Article 11.

The NPC will identify and prioritize the requirement to cleanup waste sites in the Nunavut Settlement Area, including hazardous waste sites, inactive mining sites, abandoned DEW Line sites, and non—hazardous sites near communities. The NPC will consider waste sites in the Kitikmeot region on a priority basis. To the extent possible, this initiative will be co-ordinated with the development of land use plans.

In order to fulfil these functions, it is assumed that the following activities will be required:

- develop priorities, policies and objectives and planning in close consultation with NWB, NIRB, and NWMB and appropriate government organizations to ensure full coordination;
- establish and maintain a resource centre including a Geographic Information System (GIS) covering the Nunavut Settlement Area available for use by the other institutions of public government; and
- in the initial years of the NPC*s existence give public exposure to the new regulatory regime and provide for public input into the formulation of policies and procedures.

D. CO-ORDINATION WITH OTHER LANDS AND RESOURCES MANAGEMENT BODIES

Land use planning and regulation forms an integral part of the overall lands and resource management system. This requires coordination of functions and activities between and among the NPC and the other land and resource management bodies.

Co-ordination with other institutions of public government will be facilitated by:

- physical proximity, i.e. sharing of office space;
- coordination of staffing/administrative functions;
- regular meetings of chairpersons and/or other members;
- regular communications between appropriate staff members; and

- development of processes to coordinate functions and responsibilities of various management bodies in the Nunavut Settlement Area.

E. PHYSICAL LOCATION OF NPC

The head office of the NPC is to be in the Nunavut Settlement Area. IPWG assumed the head offices of the NPC and the SRT would be situated in the same regional centre and, ideally, in the same building. Regional representatives from the other institutions of public government will likely share physical space and possibly clerical and administrative services with the NPC in its head office location.

The IPWG anticipated that political and geographical realities would require the NPC to be decentralized. They assumed that the NPC would be represented in the two other regions of the Nunavut Settlement Area by the presence of staff in each of the regions. When the NPC is involved in developing a land use plan, it may require additional office space in that particular region.

F. STAFF

The IPWG made the following assumptions with regard to staffing requirements for the NPC:

- the NPC will require the following staff:
 - Executive Director;
 - Senior Planning Officer;
 - Planning Officer;
 - Planning Technicians;
 - GIS Technicians;
 - Administrative Officer;
 - Translator/Interpreter;
 - Clerks;
- the NPC will also need to be able to contract, on a fee for service basis, for professional/ technical services as required; and
- when the NPC initiates work on a new land use plan, there may be additional staffing requirements in the planning region.

G. NPC TRANSITION TEAM

The IPWG assumed that those individuals named as members to the transition team may be appointed as members to the NPC once legislation is passed. On that basis, it was expected that the transition team members, through experience throughout the transition period, would be able to develop good working relations necessary for an effective board. In particular, it was hoped that the team members would be able to achieve a level of cross-cultural awareness that would enhance their work as board members following legislation. To this end, it was expected that the members would conduct workshops and use other methods to inform themselves of cultural differences and perspectives and increase their cross—cultural understanding and awareness.

H. OPERATIONS OF THE NPC

A basic assumption throughout these Guidelines is that as of the date of appointment of NPC members, the NPC will be fully operational and able to assume all of the responsibilities within its mandate.

Initial tasks to be undertaken by the NPC include:

- consulting on, making, and publishing of by-laws and rules of procedure, obtaining such legal advice as it may deem necessary;
- activities to familiarize the public with NPC; and
- developing and publishing guidelines concerning NPC operations and procedures.

The IPWG made the following assumptions related to the operations of the NPC in developing the NPC budget:

- Until the NPC is established, land use planning in the Nunavut Settlement Area will be conducted according to the July 28, 1983 Basis of an Agreement of Land Use Planning in the Nunavut Settlement Area.
- Land use planning in the Nunavut Settlement Area will be done by the NPC on a regional basis in accordance with a scheduling plan developed by it.
- Land use planning will begin at different times in each of the regions of Nunavut, with the consequence that

each region will typically occupy a different stage of the planning process. Depending upon their level of activity, regions may have different staffing and administrative requirements.

- The Lancaster Sound and Keewatin Land Use Plans have already been completed, and will require review by the NPC.

As vacancies occur, new NPC members will require a period of orientation and cross-cultural training.

The NPC will prepare Inuktitut translations of draft, final and amended Land Use Plans, as well as translate public information, and working documents and provide simultaneous interpretation capacity at public hearings and meetings of the Commission when required by Section 11.4.15 of the Agreement.

The NPC will establish a process for cross—cultural orientation in consultation with the DIO to assist them in complying with Section 11.4.17 of the Agreement.

The NPC will develop communication strategies to promote public awareness of their public hearings and in relation to publicizing land use plans and amendments.

PART 4 - NUNAVUT IMPACT REVIEW BOARD

A. INTRODUCTION

The Nunavut Final Agreement provides for the establishment of institutions of public government to fulfil lands and resources management functions related to wildlife management, land use planning, environmental assessment and the regulation of water use. The Agreement provides for the creation of the NWNB, NPC, NIRB, NWB and SRT and also describes their functions, structures and interrelationships.

The Implementation Guidelines were prepared by the Implementation Planning Working Group (IPWG) to give initial guidance to those involved in the creation and early operations of the institutions of public government. In relation to NIRB, the Guidelines are intended to provide an overview of the principles and objectives upon which the system of environmental impact review in the Nunavut Settlement Area is based, the mandate of NIRB and its relationship to the other institutions of public government.

The NWB, NPC, SRT, and NIRB, together with the NWMB, Regional Wildlife Organizations (RWOs) and Hunters and Trappers Organizations (HTOs) all form part of a broader lands and resources management system operating in the Nunavut Settlement Area.

It should be stressed that the Implementation Guidelines are not intended to be definitive or cast in stone. They were prepared solely to facilitate discussion and planning among those involved in the establishment of NIRB. It is understood that NIRB may choose to reconsider the assumptions upon which the Guidelines are based to the extent they are not fixed in legislation, and may revise and make additions to them as deemed necessary.

B. GENERAL PRINCIPLES

NIRB will be an institution of public government with responsibilities generally for the environmental assessment of projects in the Nunavut Settlement Area.

NIRB will be composed of nine members, including a chairperson, four of the members having been nominated by the DIO. Additional members may be appointed and members may be reappointed.

The primary objectives of NIRB will be at all times to protect and promote the existing and future well-being of the residents and communities of the Nunavut Settlement Area, and to protect the ecosystemic integrity of the Nunavut Settlement Area. NIRB will take into account the well-being of residents of Canada outside the Nunavut Settlement Area.

As an integral part of the lands and resources management system of the Nunavut Settlement Area, NIRB will have to work with other management bodies in the Nunavut Settlement Area to achieve its objectives.

The NWB, NPC, and NIRB will co-operate and co-ordinate their efforts in the review, screening and processing of water applications and project proposals to ensure they are dealt with in a timely fashion.

As the activities of NIRB are part of the overall lands and resources management system NIRB will need to function continuously and not be viewed as only a project driven body.

Co-ordination of activities of NIRB with the other institutions of public government will be facilitated by sharing of physical space and administrative staff as well as by common planning and regular communications.

NIRB will be headquartered in a major centre in one of the regions of the Nunavut Settlement Area but will be represented in the other two regions.

NIRB should strive to achieve and maintain employment of Inuit at a representative level. This objective should be reflected in the Implementation Training Plan as identified in Article 37 Part 7 of the Agreement, developed by the Nunavut Implementation Training Committee.

Funding arrangements with NIRB will provide it with sufficient financial resources to plan for and carry out the duties and responsibilities assigned to NIRB in the Nunavut Final Agreement. Funding levels for the initial planning period are set out in Part 1 of Schedule 2 of the Contract.

In its operations NIRB will give recognition to both Inuit and non-Inuit knowledge, practice and perspectives.

The mandate of NIRB will not include the establishment of requirements for socio—economic benefits.

C. FUNCTIONS OF NIRB

Consistent with the Nunavut Final Agreement, the primary functions of NIRB will be:

- (a) to screen project proposals in order to determine whether or not a review is required;
- (b) to gauge and define the extent of the regional impacts of a project, such definition to be taken into account by the Minister in making his or her determination as to the regional interest;
- (c) to review the ecosystemic and socio—economic impacts of project proposals and establish timeframes for such reviews;
- (d) to determine, on the basis of its review, whether project proposals should proceed, and if so, under what terms and conditions, and then report its determination to the Minister; in addition, NIRB*s determination with respect to socio—economic impacts unrelated to ecosystemic impacts will be treated as recommendations to the Minister; and
- (e) to monitor projects in accordance with the provisions of Part 7 of Article 12.

Consistent with the Nunavut Final Agreement; NIRB will:

- (a) hold public hearings;
- (b) prepare and issue impact statement guidelines;
- (c) where projects are referred for review by a federal environmental assessment panel,
 - review and provide input into the development of guidelines for preparation of Environmental Impact Statement (EIS),
 - review proponent*s EIS making recommendations or identifying concerns to the panel,
 - review panel*s report;

- (d) issue and amend NIRB project certificates;
- (e) reconsider, when required, terms and conditions contained in an NIRB certificate;
- (f) with the consent of Government, review project proposals outside Nunavut with impacts inside Nunavut Settlement Area;
- (g) assist Government in negotiating agreements to provide for collaboration in the review of project proposals which may have significant transboundary impacts; and
- (h) advise and make recommendations to Government regarding marine management on its own or as part of a Nunavut Marine Council.

NIRB will carry out such other functions as are identified or contemplated in the Nunavut Final Agreement, and such additional functions as may be agreed to from time to time by a DIO and the Government of Canada or Territorial Government or as may be set out in legislation.

In order to fulfil these functions, it is assumed that the following activities will be required:

- develop priorities, policies and objectives and planning in close consultation with NPC, NWB, and NWMB and appropriate government organizations to ensure full coordination;
- gather and analyze information;
- in the initial years of NIRB*s existence give public exposure to the new regulatory regime and provide for public input into the formulation of policies and procedures; and
- hold public hearings.

Legislation may authorize NIRB to constitute itself into panels consisting of two or more NIRB members. Such panels will be composed of an equal number of Government and DIO nominees. Legislation may authorize the NIRB to delegate to a panel all or any powers of the NIRB, including the right to hold hearings.

D. CO-ORDINATION WITH OTHER LANDS AND RESOURCES MANAGEMENT BODIES

Environmental impact assessment and review and monitoring projects is an integral part of the overall lands and resources management system. This requires coordination of functions and activities between and among NIRB and the other lands and resources management bodies. Co-ordination with other institutions of public government

will be facilitated by:

- physical proximity, i.e. sharing of office space;
- coordination of staffing/administrative functions;
- regular meetings of chairpersons and/or other members;
- regular communications between appropriate staff members; and
- development of processes to coordinate functions and responsibilities of various management bodies in the Nunavut Settlement Area.

E. PHYSICAL LOCATION OF NIRB

The head office of NIRB will be in the Nunavut Settlement Area. In view of the close working relationship required between NIRB and the NWB the IPWG assumed the head offices of these two boards would be situated in the same regional centre and, ideally, in the same building. With the exception of possible sharing of some clerical or administrative services, however, the two offices should remain distinct.

The IPWG anticipated that political and geographical realities would require NIRB to be decentralized. They assumed that NIRB would be represented in the two other regions of the Nunavut Settlement Area by the presence of one staff person in each of the regions. Each of these individuals would be employed jointly by NWB and NIRB, with responsibility for the regional functions of the NWB, NIRB and SRT and would share office space, etc. with another institution of public government headquartered in that region.

F. STAFF

The IPWG made the following assumptions with regard to staffing requirements for NIRB:

- NIRB will require the following staff:
 - Executive Director;
 - Senior Technical Advisor;
 - Administrative Officer;
 - Translator/Interpreter;
 - Program Officers;
 - Clerk
- NIRB will also need to be able to contract, on a fee for service basis, for professional and technical services as required; and
- secondment of government staff may be appropriate in certain cases.

G. NIRB TRANSITION TEAM

The IPWG assumed that those individuals named as members to the transition team may be appointed as members to the NIRB once legislation is passed. On that basis, it was expected that the transition team members, through experience throughout the transition period, would be able to develop good working relations necessary for an effective board. In particular, it was hoped that the team members would be able to achieve a level of cross—cultural awareness that would enhance their work as board members following legislation. To this end, it was expected that the members would conduct workshops and use other methods to inform themselves of cultural differences and perspectives and increase their cross-cultural understanding and awareness.

H. OPERATIONS OF NIRB

A basic assumption throughout these Guidelines is that as of the date of appointment of NIRB members, NIRB will be fully operational and able to assume all of the responsibilities within its mandate.

Initial tasks to be undertaken include:

- consulting on, making, and publishing of by-laws and rules of procedure, obtaining such legal advice as they may deem necessary;
- activities to familiarize the public with NIRB; and
- developing and publishing guidelines concerning NIRB operations and procedures.

As vacancies occur, new members will require a period of orientation and cross-cultural training.

NIRB will translate public information and working documents and provide simultaneous interpretation capacity at public hearings and meetings of the Board when required by Sections 12.2.17 and 12.2.26 of the Agreement.

NIRB will establish a process for cross—cultural orientation in consultation with the DIO to assist them in complying with Section 12.2.24 of the Agreement.

NIRB will develop communication strategies to promote public awareness of their public hearings.

PART 5 - SURFACE RIGHTS TRIBUNAL

A. INTRODUCTION

The Nunavut Final Agreement provides for the creation of the NWMB, NPC, NIRB, NWB and SRT and also describes their functions, structures and interrelationships.

The Implementation Guidelines were prepared by the Implementation Planning Working Group (IPWG) to give initial guidance to those involved in the creation and early operations of the institutions of public government. In relation to the SRT, the Guidelines are intended to provide an overview of the mandate of the SRT and its relationship to the other institutions of public government.

The SRT, NWB, NPC and NIRB, together with the NWMB, Regional Wildlife Organizations (RWOs) and Hunters and Trappers Organizations (HTOs) all form part of a broader lands and resources management system operating in the Nunavut Settlement Area.

It should be stressed that the Implementation Guidelines are not intended to be definitive or cast in stone. They were prepared solely to facilitate discussion and planning among those involved in the establishment of the SRT. It is understood that the SRT may choose to reconsider the assumptions upon which the Guidelines are based to the extent they are not fixed in legislation, and may revise and make additions to them as deemed necessary.

B. GENERAL PRINCIPLES

The SRT will be an institution of public government which a DIO has a right to require Government to establish and maintain.

The legislation will provide that at least half of the members of any panel in any case dealing with Inuit Owned Lands shall be residents of the Nunavut Settlement Area.

As an integral part of the lands and resources management system of the Nunavut Settlement Area, the SRT will work with management bodies in the Nunavut Settlement Area.

The NWMB, NPC, NWB, and NIRB will co-operate and co-ordinate their efforts with the SRT.

Co-ordination of activities of SRT with the other institutions of public government will be facilitated by sharing of physical space and administrative staff as well as by common planning and regular communications.

The SRT will be headquartered in a major centre in one of the regions of the Nunavut Settlement Area.

Funding arrangements with the SRT will provide it with sufficient financial resources to plan for and carry out the duties and responsibilities assigned to the SRT in the Nunavut Final Agreement. Funding levels for the initial planning period are set out in Part 1 of Schedule 2 of the Contract.

C. FUNCTIONS OF THE SRT

The SRT will have responsibilities and powers as described in the Nunavut Final Agreement including:

- issuing entry orders subject to the payment of an entry fee (section 21.8.1 (a));
- holding hearings to determine compensation payable to the surface rights holders (section 21.8.1 (b));
- periodically reviewing the level of compensation payable under an entry order (section 21.8.1 (c));
- terminating an entry order, after a hearing, where lands are no longer being used for the purpose authorized (section 21.8.1 (c)); and
- settle disputes for claims for wildlife compensation (article 6).

In order to fulfil these functions, it is assumed that the following activities will be required:

- develop by—laws and rules of procedure relating to the conduct of its business;
and
- in the initial years of the SRT's existence give public exposure to the new regulatory regime.

D. CO-ORDINATION WITH OTHER LANDS AND RESOURCES MANAGEMENT BODIES

Entry orders are an integral part of the overall lands and resources management system. This requires coordination of functions and activities between and among the SRT and the other lands and resources management bodies.

Co-ordination with other institutions of public government will be facilitated by:

- physical proximity, i.e. sharing of office space;
- coordination of staffing/administrative functions;
- regular meetings of chairpersons and/or other members;
- regular communications between appropriate staff members; and
- development of processes to coordinate functions and responsibilities of various management bodies in the Nunavut Settlement Area.

E. PHYSICAL LOCATION OF SRT

The head office of the SRT will be in the Nunavut Settlement Area. IPWG assumed the head offices of the SRT and the NPC would be situated in the same regional centre and, ideally, in the same building.

The IPWG assumed the SRT would be represented in the other two regions by a joint employee of NIRB and NWB for receiving and forwarding of applications.

F. STAFF

The IPWG assumed the SRT would employ an Executive Director.

The SRT may also need to be able to contract, on a fee for service basis, for professional/technical services as required.

G. OPERATIONS OF THE SRT

A basic assumption throughout these Guidelines is that as of the date of appointment of SRT members, the SRT will be fully operational and able to assume all of the responsibilities within its mandate.

Initial tasks to be undertaken include:

- making and publishing of by-laws and rules of procedure, obtaining such legal advice as they may deem necessary or may be required by legislation;
- activities to familiarize the public with SRT; and
- developing and publishing guidelines concerning SRT operations and procedures.

The SRT will translate public information and working documents and provide simultaneous interpretation capacity at hearings and meetings of the Tribunal when required by Section 21.8.8 of the Agreement.

The SRT will maintain a public record of its decisions. The SRT will develop communication strategies to promote public awareness of their functions and procedures.

Schedule 4
Budget Estimates
For Institutions of Public Government

- Part 1- Nunavut Wildlife Management Board Final Budget
- Part 2 - Nunavut Water Board
Final Budget
- Part 3 - Nunavut Planning Commission Final Budget
- Part 4 - Nunavut Impact Review Board Final Budget
- Part 5 - Surface Rights Tribunal
Final Budget

**Part 1
Nunavut Wildlife Management Board
1992 Constant Dollars**

REGULAR BOARD MEETINGS

Assumptions

6 Meetings Annually - Meeting Duration - 3 days
 Honoraria - Chair -\$275/ day; Members \$200/ day
 Chairperson Preparation Days - 3
 Member Preparation Days - 1
 Airfare - \$1,500
 Meals and Accommodation - \$202 Per Day

Chairperson Total Honorarium - \$275x(3 meet days +3prep+2trav) x 6 meetings	13,200
Chairperson Total Travel - \$1,500 x 6 meetings	9,000
Chairperson Meals & Allowances - \$202 x 5 days x 6 meetings	6,060
Members Total Honoraria - \$200x(3 days + 1 prep + 2 tray) x 6 meet x8 members	57,600
Members Total Travel - \$1,500 x 6 meetings x 8 members	72,000
Members Meals & Allowances - \$202 x 5 days x 6 meetings x 8 members	48,480
Hall Rental - \$450 x 3 days x 6 meetings	8,100
Additional Translator/Interpreter - 7 days x \$500/day x 6 meetings	21,000
Staff Travel for regular board meetings	
Three Staff - Exec. Dir., Wild. Dir., Translator	
Staff Total Travel - \$1,500 x 4 meetings x 3 staff	18,000
Staff Meals & accommodation - \$202 x 4 meetings x 5 days x 3 staff	12,120

TOTAL COSTS REGULAR BOARD MEETINGS 265,560

HEARINGS

Assumptions

7 hearings per year - 2 days each - away from NWMB HQ
 Chair plus 8 board members attend each hearing
 Executive Director + 2 staff attend each hearing
 Preparation days - Chair - 2; Members - 1
 Travel days - 2 Airfare - \$1500 Meals and allowances - \$202/day
 Honoraria - Chair - \$275/day; Members \$200/day

Honoraria - Chair - \$275 x (2 prep +2 travel + 2 hearing) x 7 hearings	11,550
Honoraria - Members - \$200 x (1 prep +2 travel + 2 hearing) x 7 hearings x 8	56,000
Travel - Chair & Members - \$1500 x 7 hearings x (Chair + 8 Members)	94,500
Meals & accommodation - Chair & Members - \$202 x 5 days x 7 hearings x 9	63,630
Hall rental - \$450/day x 2 days x 7 hearings	6,300
Additional translator/interpreter - \$500/day x 6 days x 7 hearings	21,000
Staff travel - \$1500 x 3 staff x 7 hearings	31,500
Meals & accommodation - staff - \$202 x (2 travel +2 hear) x 6 hearings x3	16,968
Transcripts - 1,500/hearing x 7	10,500
Publication of materials - \$1000/hearing x 7	7,000
Public Interest Advocate	4,000

TOTAL HEARINGS 322,948

Part 1
Nunavut Wildlife Management Board
1992 Constant Dollars

WORKSHOPS

Assumptions

4 Workshops Per Year

One Workshop In Headquarters

3 Workshops Will Be Conducted In Concert With Regular Board Meetings

1 workshop will be independent of regular board meetings

Workshop Duration - 2 Days

Airfare For Workshops Provided In Regular Meeting Budget; Board and Staff

Chairman Prep Days For Each Workshop - 2

Member Prep Days For Each Workshop - 1

Workshops Held In Conjunction With Regular Board Meetings

Chairperson Honorarium - \$275 x (2 days + 2 prep) x 3 workshops 3,300

Chairperson meals & accommodation - \$202 x 2 days x 3 workshops 1,212

Members Honoraria - \$200 x(2 tray + 1 meet) x 3 workshops x 8 members 14,400

Members Meals & accommodation - \$202 x 2 days x 3 workshops x 8 members 9,696

Hall Rental - \$450 x 2 days x 3 workshops 2,700

Additional Translator/Interpreter - \$500/day x 6 days x 3 workshops 9,000

Staff Meals & accommodation - \$202 x 2 days x 2workshops x 3 staff 2,424

Workshop Independent of Regular Board Meetings

Chairperson Honorarium - \$275 x (2 travel days + 2 workshop + 1 prep) 1,375

Chairperson meals & accommodation - \$202 x 4 days 808

Members Honoraria - \$200 x(2 travel days +2 workshop + 1 prep) x 8 members 8,000

Travel - Chair, members & staff - 1500 x12 18,000

Members Meals & accommodation - \$202 x 4 days x 8. members 6,464

Hall Rental - \$450 x 2 days 900

Additional Translator/Interpreter - \$500/day x 6 days 3,000

Staff Meals & accommodation - \$202 x 4 days x 3 staff 2,424

TOTAL COSTS WORKSHOPS

83,703

**Part 1
Nunavut Wildlife Management Board
1992 Constant Dollars**

OTHER MEETINGS - CHAIRPERSON AND STAFF

Assumptions

Chairperson Required To Attend 6 Meetings

2 Board & 1 Staff Member To Attend Meetings With Chairperson

Meeting Duration - 1 Day

Travel - 2 Days

Airfare - \$1,500

Meals & accommodation - \$202 Per Day

Chairperson Total Honorarium - \$275x(1 day + 2 tray) x 6 meetings	4,950
Chairperson Meals & accommodation - \$202 x 3 days x 6 meetings	3,636
Members Honoraria - \$200 x(2 tray + 1 meet) x 6 meetings x 2 members	7,200
Members Meals & accommodation - \$202 x 3 days x 6 meetings x 2 members	7,272
Chairperson & Member Total Travel - \$1,500 x 6 meetings x 3	27,000
Staff Meals & accommodation - \$202 x 3 days x 6 meetings	3,636
Staff Travel -\$1,500 x 6	9,000

TOTAL OTHER MEETINGS - CHAIRPERSON AND STAFF 62,694

OTHER MEETINGS - STAFF ONLY

Assumptions

3 Trips Per Month

Meeting Duration - 1 Day

Airfare - \$1,500

Meals & accommodation - \$202 Per Day

Staff Travel - \$1,500 x 36 trips	54,000
Staff Meals & accommodation - \$202 x 3 days x 36 meetings	21,816

TOTAL OTHER MEETINGS - STAFF ONLY 75,816

OPERATIONS

Staff Training - 3% Of Salaries	12,048
Office/Computer Supplies	15,000
Rental Space - \$400/sq m (15 sq m/ person x 9 +20 sq m)	62,000
Telephone And Fax	40,000
Advertising, Mail, etc.	5,000
Professional Services	50,000
Insurance	2,500
Repairs, Maintenance & Capital	5,500
Books & periodicals	10,000

TOTAL OPERATIONS 202,048

Part 1
Nunavut Wildlife Management Board
1992 Constant Dollars

RWO*s AND HTO*s

RWO*s -3 @ \$120,000	360,000
HTO*s - 28 @ \$48,000	1,344,000

TOTAL RWO*s AND HTO*s	1,704,000
------------------------------	------------------

ANNUAL RESEARCH

Research	175,000
----------	---------

TOTAL - ANNUAL RESEARCH	175,000
--------------------------------	----------------

SUMMARY

SALARIES	401,593
BENEFITS AND OTHER EMPLOYER COSTS	447,239
REGULAR BOARD MEETINGS	265,560
HEARINGS	322,948
WORKSHOPS	83,703
OTHER MEETINGS - CHAIRPERSON AND STAFF	62,694
OTHER MEETINGS - STAFF ONLY	75,816
OPERATIONS	202,048
RWO*s AND HTO*s	1,704,000
ANNUAL RESEARCH	175,000
TOTAL NWMB OPERATING COSTS	3,740,600

Part 1
Nunavut Wildlife Management Board
1992 Constant Dollars

NUNAVUT HARVEST STUDY	6,000,000
YEAR	BUDGET
1	500,000
2	1,000,000
3	1,000,000
4	1,000,000
5	1,000,000
6	1,000,000
7	500,000
TOTAL	6,000,000

**Part 2
Nunavut Water Board
1992 Constant Dollars**

SALARIES

	Level	Minimum	Maximum
Executive Director	EX-1	61,500	81,600
Technical Advisor	PC-4	59,860	70,384
License Administrator	PM-4	40,934	46,130
Administrative Officer	AS-2	34,687	38,829
Program Officer - (0.5 PY) Shared with NIRB	BI-3	23,951	29,071
Program Officer - (0.5 PY) Shared with NIRB	BI-3	23,951	29,071
Translator - (0.5 PY) Shared with NIRB	TR-3	22,238	27,462
Clerk	CR4	25,881	28,301
Total Salary Range		293,002	350,848

TOTAL SALARIES BASED UPON MIDPOINT OF RANGE 321,925

BENEFITS AND OTHER EMPLOYER COSTS

Local Recruitment @ \$3,000	3,000
Out Of Town Recruitment @ \$10,000	10,000
Relocation Costs 1 @ \$25,000	25,000
Employers Share CPP, UIC, etc. 15%	48,289
Housing Allowance - Provided to Out of Town Hires (3) \$30,000 Per Year Per Person	90,000
Benefits - IPA, Medical, etc. - \$26,000 Per Person	169,000

TOTAL BENEFITS AND OTHER COSTS 345,289

**Part 2
Nunavut Water Board
1992 Constant Dollars**

BOARD ADMINISTRATION

REGULAR BOARD MEETINGS

Assumptions

6 Meetings Annually

Meeting Duration - 2 days

Chairperson Honorarium - \$275 Per Day

Member Honorarium - \$200 Per Day

Chairperson Preparation Days - 2

Member Preparation Days - 1

Travel Days - 2

Airfare - \$1,500

Meals and Accommodation - \$202 Per Day

Chairperson Total Honorarium - \$275x(2 meet days +2prep+2trav) x 6 meetings	9,900
Chairperson Total Travel - \$1,500 x 6 meetings	9,000
Chairperson Meals & Accommodations - \$202 x 4 days x 6 meetings	4,848
Members Total Honoraria - \$200x(2 days + 1 prep + 2 tray) x 6 meet x8 members	48,000
Members Total Travel - \$1,500 x 6 meetings x 8 members	72,000
Members Meals & Accommodations - \$202 x 4 days x 6 meetings x 8 members	12,928
Hall Rental - \$450 x 2 days x 6 meetings	8,100
Additional Translator/Interpreter - 4 days x \$500/day x 6 meetings	12,000
Staff Travel for regular board meetings	
Three Staff - Exec. Dir., Tech. Adv., Translator	
Staff Total Travel - \$1,500 x 6 meetings x 3 staff	27,000
Staff Meals & Accommodation - \$202 x 6 meetings x 2 days x 3 staff	7,272

TOTAL COSTS REGULAR BOARD MEETINGS **211,048**

**Part 2
Nunavut Water Board
1992 Constant Dollars**

PUBLIC CONSULTATION

Assumptions

Chair + 4 Members + 2 Staff attend public consultation sessions

3 Consultation sessions annually

Duration 2 days

Prep Days - Chair - 2 days; members 1 day

Honoraria - Chair - 275 x (2 meet + 2prep + 2trav) x 3 sessions	4,950
Travel - Chair - 1500 x 3 sessions	4,500
Meals & Accommodation - Chair - 202 x 4 days x 3 sessions	2,424
Honoraria - Members - 200 x (2 meet + 1 prep + 2 trav)x 3 sess x 4	12,000
Travel - Members - 1500 x 3 sessions x 4	18,000
Meals & Accommodation - Members - 202 x 4 days x 3 sessions x 4	9,696
Hall Rental - 450/day x 2 days x 3 sessions	2,700
Additional Translator/Interpreter 500/day x 3 days x 3 sessions	4,500
Staff travel - 2 staff - 1500 x 3 sessions x 2	9,000
Meals & Accommodation - staff - 202 x 3 sessions x 2 days x 2 staff	2,424

TOTAL COSTS - PUBLIC CONSULTATION 70,194

WORKSHOPS

Assumptions

3 Workshops Per Year

One Workshop In Headquarters and One In Each Region(2)

Workshops Will Be Conducted In Concert With Regular Board Meetings

Workshop Duration - 1 Day

Airfare For Workshops Provided In Regular Meeting Budget; Board and Staff

Chairman Prep Days For Each Workshop - 2

Member Prep Days For Each Workshop - 1

Meals and Accommodation - \$202

Chairperson Honorarium - \$275 x (1 day + 2 prep) x 3 workshops	2,475
Chairperson Meals & Accommodation - \$202 x 1 day x 3 workshops	606
Members Honoraria - \$200 x (1 day + 1 prep) x 3 workshops x 8 members	4,800
Members Meals & Accommodation - \$202 x 1 day x 3 workshops x 8 members	4,848
Hall Rental - \$450 x 1 days x 3 workshops	1,350
Additional Translator/Interpreter - \$500/day x 2 day x 3 workshops	3,000
Staff Meals & Accommodation - \$202 x 1 day x 3workshops x 3 staff	1,818

TOTAL COSTS WORKSHOPS 18,897

**Part 2
Nunavut Water Board
1992 Constant Dollars**

OTHER MEETINGS - CHAIRPERSON AND STAFF

Assumptions

Chair + 2 Members and 1 Staff attend 8 meetings

Meeting Duration - 1 Day

Chair Preparation - 1 Day; Member prep - day

Travel - 2 Days

Airfare - \$1,500

Meals and Accommodation - \$202 Per Day

Chairperson Total Honorarium - \$275x(1 day + 1 prep + 2 tray) x 8 meetings	8,800
Chair & Members - Meals & Accommodation - \$202 x 3 days x 8 meetings x 3	14,544
Members Honoraria - 200 x (1 prep + 2 tray + 1 meet) x 8 x 2	12,800
Chair & Members - Total Travel - \$1,500 x 8 meetings x 3	36,000
Staff Meals & Accommodation - \$202 x 3 days x 8 meetings	4,848
Staff Travel - \$1,500 x 8	12,000

TOTAL OTHER MEETINGS - CHAIRPERSON AND STAFF 88,992

OTHER MEETINGS - STAFF ONLY

Assumptions

6 Trips Per Year

Meeting Duration - 1 Day

Airfare - \$1,500

Meals & Accommodation - \$202 Per Day

Staff Travel - \$1,500 x 6 trips	9,000
Staff Meals & Accommodation - \$202 x 1 days x 6 meetings	1,212

TOTAL OTHER MEETINGS - STAFF ONLY 10,212

OPERATIONS

Staff Training -3% Of Salaries	9,658
Office/Computer Supplies	10,000
Rental Space - \$400/m sq/@15m sq/person x 6.5 + 20 m sq boardroom	47,000
Telephone And Fax	30,000
Advertising, Mail, etc.	5,000
Professional Services - Audit, Legal, etc.	90,000
Insurance	2,500
Repairs, Maintenance & Capital	3,000

TOTAL OPERATIONS 197,158

Part 2
Nunavut Water Board
1992 Constant Dollars

SUMMARY

SALARIES	321,925
BENEFITS AND OTHER EMPLOYER COSTS	345,289
REGULAR BOARD MEETINGS	211,048
PUBLIC CONSULTATION	70,194
WORKSHOPS	18,897
OTHER MEETINGS - CHAIRPERSON AND STAFF	88,992
OTHER MEETINGS - STAFF ONLY	10,212
OPERATIONS	197,158
TOTAL NWB OPERATING COSTS	1,263,715

**Part 3
Nunavut Planning Commission
1992 Constant Dollars**

SALARIES

	Level	Minimum	Maximum
Executive Director	EX-i	61,500	81,600
Senior Planning Officer	AR-5	52,889	63,803
Planning Officer	AR-3	41,773	50,598
Implementation and Monitoring Coordinator	AR-3	41,773	50,598
Planning Technician - Regional	PM-4	40,934	46,130
Planning Technician - Regional	PM-4	40,934	46,130
GIS Manager	AR-4	47,120	56,811
GIS Technician	CS-i	23,359	39,317
GIS Technician	CS-i	23,359	39,317
GIS Technician	CS-i	23,359	39,317
Administrative Officer	AS-3	36,970	41,249
Clerk	CR4	25,881	28,301
Clerk	CR-3	23,316	25,481
Translator	TR-3	44,477	54,924
Total Salary Range		527,644	663,576

TOTAL SALARIES-MIDDLE OF RANGE 595,610

BENEFITS AND OTHER EMPLOYER COSTS

Local Recruitment	3,000
Out Of Town Recruitment @\$ 10,000	10,000
Relocation Costs - 1 @ \$25,000	25,000
Employers Share - CPP, UIC, etc. ~ 15%	89,342
Housing Allowance - provided to out of town hires (2) \$30,000 per year per person	60,000
Benefits - IPA, Medical, etc. - \$26,000 per person	364,000

TOTAL BENEFITS AND OTHER EMPLOYER COSTS 551,342

**Part 3
Nunavut Planning Commission
1992 Constant Dollars**

COMMISSION ADMINISTRATION

REGULAR COMMISSION MEETINGS

Assumptions

NPC Consists of 1 Chairperson + 8 Members

Meeting Duration - 2 Days — 6 Meetings Annually

Chairperson Honorarium - \$275 Per Day

Member Honorarium - \$200 Per Day

Chairperson Prep Days - 2

Member Prep Days - 1

Travel Days - 2

Airfare - \$1,500

Meals And Accommodation - \$202 Per Day

Chairperson Honorarium - \$275 x (2 days + 2 prep + 2 tray) x 6 meetings	9,900
Chairperson Travel - \$1,500 x 6 meetings	9,000
Chairperson Meals & Accommodation - \$202 x 4 days x 6 meetings	4,848
Members Honoraria - \$200 x (2 days + 1 prep + 2 tray) x 8 members x 6	48,000
Members Travel - \$1,500 x 6 meetings x 8 members	72,000
Members Meals & Accommodation - \$202 x 4 days x 6 meetings x 8 members	38,784
Hall Rental - \$450/day x 2 days x 6 meetings	5,400
Additional Translator/interpreter - 4 days x \$500/day x 6 meetings	12,000
Staff Travel - \$1,500 x 6 meetings x 3 staff	27,000
Staff Meals & Accommodation - \$202 x 6 meetings x 4 days x 3 staff	14,544

TOTAL COSTS REGULAR COMMISSION MEETINGS	241,476
--	----------------

**Part 3
Nunavut Planning Commission
1992 Constant Dollars**

WORKSHOPS

Assumptions

2 General Commission business workshops/year - 2 days each
Workshops Will Be Conducted In Concert With Regular Board Meetings
2 Land Use Workshops per Year - 3 days each
Workshops Will Be Conducted in Planning Region
Chairperson Prep Days For Each Workshop - 2
Member Prep Days For Each Workshop - 1

General Commission Workshops

Chairperson Honorarium - \$275 x (2 day + 2 prep) x 2 workshops	2,200
Chairperson Meals & Accommodation - \$202 x 2 workshop days x 2 workshops	808
Members Honoraria - \$200 x (2 day + 1 prep) x 2 workshops x 8 members	9,600
Members Meals & Accommodation - \$202 x 2 day x 2 workshops x 8 members	6,464
Hall Rental - \$450/day x 2 day x 2 workshops	1,800
Additional Translator/Interpreter - \$500/day x 3 day x 2 workshops	3,000
Staff Travel - \$1500 x 3 Staff x 2 workshops	9,000
Staff Meals & Accommodation - \$202 x 2 day x 2 workshops x 3 staff	2,424

Land Use Plan Workshops

Chairperson Honorarium - \$275 x (3 day + 2 prep) x 2 workshops	2,750
Chairperson Meals & Accommodation- \$202 x 3 workshop days x 2 workshops	1,212
Chairperson & Member Travel - \$1500 * 9 Members * 2 Workshops	27,000
Members Honoraria - \$200 x (3 day + 1 prep) x 2 workshops x 8 members	12,800
Members Meals & Accommodation - \$202 x 3 days x 2 workshops x 8 members	9,696
Hall Rental - \$450/day x 3 days x 2 workshops	2,700
Additional Translator/Interpreter - \$500/day x 4 days x 2 workshops	4,000
Staff Travel - \$1500 x 5 staff x 2 workshops	15,000
Staff Meals & Accommodation - \$202 x 3 days x 2 workshops x 5 staff	6,060
Community-Honoraria-\$ 150/day x 2 part x 3 days x 4 commun x 2 work	7,200
Community -Meals & Accommodation-\$202per dayx2partx3daysx4communx2work	9,696
Community Participation-Travel-\$1 ,000x2partx4communx2work	16,000

TOTAL COSTS WORKSHOPS 149,410

**Part 3
Nunavut Planning Commission
1992 Constant Dollars**

PUBLIC HEARINGS

Assumptions

3 Community tours each year

Community Representatives Attend Hearings

Travel Days - 3

Airfare - \$2,500 Based Upon Round Trip Fare (\$1500) & One-Way Fare (\$1000)

Chairperson Prep Day - 2

Member Prep Day - 1

All Board Members Participate

Chairperson Honorarium - \$275 x (5 days + 3 tray + 2 prep)x 3 tours	8,250
Chairperson Meals & Accommodation - \$202 x 8 days x 3 tours	4,848
Chairperson Total Travel - \$2500 x 3 Tours	7,500
Members Honoraria - \$200 x (5 days +3 trav+ i prep)x8membersx 3	43,200
Members Meals & Accommodation - \$202 x 8 days x8 members x 3 tours	38,784
Members Total Travel - \$2500 x 8members x 3 tours	60,000
Hall Rental - \$450 x 5 days x 3 tours	6,750
Additional Translator/Interpreter - \$500/day x 6 days x 3 tours	9,000
Staff Travel - \$2,500 x 5 staff x 3 tours	37,500
Staff Meals & Accommodation - \$202 x 8 days x 5 staff x 3 tours	24,240

FOR TOURS IN THE PLANNING REGION

Community-Honoraria-\$ 150/day x2 part x 3 days x 4 commun x 2 tours	7,440
Community- Meals & Accommodation -\$202 x 2 part x (2 meet days + 1 trav)x2communx	24,848
Community -Travel - \$1,000 x 2 part x 4 commun x 2 tours	16,000

TOTAL PUBLIC HEARINGS 268,360

**Part 3
Nunavut Planning Commission
1992 Constant Dollars**

PUBLIC CONSULTATION

Assumptions

3 Consultations per Year

Duration - 3 Days

All Board Members Participate

Travel Days - 2

Airfare - \$1500

Prep Days - Chair: 2 Days; Members: 1 Day

Chairperson Honorarium - \$275 x (3 day + 2 prep) x 3 consultations	4,125
Chairperson Meals & Accommodation- \$202 x (3 days + 2 tray) x 3 consult	3,030
Chairperson & Member Travel - \$1500 * 9 Members * 3 consult	40,500
Members Honoraria - \$200 x (2 day + 1 prep) x 3 consults x 8 members	19,200
Members Meals & Accommodation - \$202 x (3 day + 2 tray) x 3 consult x 8	24,240
Hall Rental - \$450/day x 3 day x 3 consults	4,050
Additional Translator/Interpreter - \$500/day x 4 days x 3 consults	6,000
Staff Travel - \$1500 x 3 staff x 3 consults	13,500
meals & Accommodation - \$202 x (3 day + 2 tray) x3 consults x3 staff	9,090

TOTAL PUBLIC CONSULTATIONS 123,735

OTHER MEETINGS - COMMISSION AND STAFF

Assumptions

Chairperson + 2 Members To Attend 8 Meetings

One Staff Member To Attend Meetings

Meeting Duration - 1 Day

Travel - 2 Days

Airfare - \$1,500

Per Diem - \$202 Per Day

Prep Days - Chair: 1; Members: 1

Chairperson Honorarium - \$275x(1 meeting day+ 1 prep + 2trav) x8meetings	8,800
Chairperson Meals & Accommodation - \$202 x 3 days x 8 meetings	4,848
Chairperson Travel - \$1,500 x 8 meetings	12,000
Staff Meals & Accommodation - \$202 x 3days x 8 meetings	4,848
Staff Travel - \$1,500 x 8 meetings	12,000
Member Honoraria - \$200 x(1 day+ 1 prep +2 tray) x 8 meetings x 2 members	12,800
Member Meals & accommodation - \$202 x 3 days x 8 meetings x2 members	9,696
Member Travel - \$1,500 x 8 meetings x 2 members	24,000

TOTAL OTHER MEETINGS - COMMISSION AND STAFF 88,992

Part 3
Nunavut Planning Commission
1992 Constant Dollars

OTHER MEETINGS - STAFF ONLY

Assumptions	
12 meeting away from office	
Meeting Duration - 1 Day	
1 Staff Member Attends Meeting	
Airfare - \$1,500	
Meals & Accommodation - \$202 Per Day	
Staff Travel - \$1,500 x 12 trips	18,000
Staff Meals & Accommodation - \$202 x3 days x 12 trips	7,272
TOTAL OTHER MEETINGS - STAFF ONLY	25,272

OPERATIONS

Staff Training - 3% of Salaries	17,868
Officer/Computer/GIS	65,000
Rental Space - NPC HQ - \$400/sq m (15 sq m/person x 13 +20 sq m)	86,000
Rental space - field office - 45 sq m	18,000
Telephone/FAX	45,000
Advertising/Mail	10,000
Professional Services	100,000
Insurance	2,500
Repairs, Maintenance and Capital	5,000
Printing	50,000
TOTAL OPERATIONS	399,368

SUMMARY

SALARIES	595,610
BENEFITS AND OTHER EMPLOYER COSTS	551,342
REGULAR COMMISSION MEETINGS	241,476
WORKSHOPS	149,410
PUBLIC HEARINGS	268,360
PUBLIC CONSULTATIONS	123,735
OTHER MEETINGS - COMMISSION AND STAFF	88,992
OTHER MEETINGS - STAFF ONLY	25,272
OPERATIONS	399,368
TOTAL NPC OPERATING COSTS	2,443,565

**Part 4
Nunavut Impact Review Board
1992 Constant Dollars**

SALARIES

	Level	Minimum	Maximum
Executive Director	EX-i	61,500	81,600
Senior Technical Advisor	PC-4	59,860	70,384
Program Officer (0.5 PY) - Shared with NWB	BI-3	23,951	29,071
Program Officer (0.5 PY) - Shared with NWB	BI-3	23,951	29,071
Program Officer - Headquarters	BI-3	47,902	58,142
Administrative Officer	AS-2	34,687	38,829
Translator (0.5 PY) - Shared with NWB		TR-3	22,238
		27,462	
Clerk	CR4	25,881	28,301
		Total Salary Range	362,860

TOTAL SALARIES BASED UPON MIDPOINT OF RANGE 331,415

BENEFITS AND OTHER EMPLOYER COSTS

Local Recruitment @ \$3,000	3,000
Out Of Town Recruitment ~ \$10,000	10,000
Relocation Costs @ \$25,000	25,000
Employers Share CPP, UIC, etc. @ 15%	49,712
Housing Allowance - Provided to Out of Town Hires (3) \$30,000 Per Year Per Person	90,000
Benefits - IPA, Medical, etc. - \$26,000 Per Person	169,000

TOTAL BENEFITS AND OTHER COSTS 346,712

**Part 4
Nunavut Impact Review Board
1992 Constant Dollars**

BOARD ADMINISTRATION

REGULAR BOARD MEETINGS

Assumptions

6 Meetings Annually

Meeting Duration -2 days

Chairperson Honorarium - \$275 Per Day

Member Honorarium - \$200 Per Day

Chairperson Preparation Days - 2

Member Preparation Days - 1

Travel Days - 2

Airfare - \$1,500

Meals and Accommodation - \$202 Per Day

Chairperson Total Honorarium - \$275x(2 meet days +2prep+2trav) x 6 meetings	9,900
Chairperson Total Travel - \$1,500 x 6 meetings	9,000
Chairperson Meals & Allowances - \$202 x 4 days x 6 meetings	4,848
Members Total Honoraria - \$200x(2 days + 1 prep + 2 tray) x 6 meet x8 members	48,000
Members Total Travel - \$1,500 x 6 meetings x 8 members	72,000
Members Meals & Allowances - \$202 x 4 days x 6 meetings x 8 members	38,784
Hall Rental - \$450 x 2 days x 6 meetings	8,100
Additional Translator - 4 days x \$500/day x 6 meetings	12,000
Staff Travel for regular board meetings	
Three Staff - Exec. Dir., Senior Tech. Adv., Translator	
Staff Total Travel - \$1,500 x 4 meetings x 3 staff	18,000
Staff Meals & accommodation - \$202 x 4 meetings x 4 days x 3 staff	9,696
TOTAL COSTS REGULAR BOARD MEETINGS	230,328

Part 4
Nunavut Impact Review Board
1992 Constant Dollars

WORKSHOPS

Assumptions

3 Workshops Per Year

One Workshop In Headquarters and One In Each Region(2)

Workshops Will Be Conducted In Concert With Regular Board Meetings

Workshop Duration - 2 Days

Airfare For Workshops Provided In Regular Meeting Budget; Board and Staff

Chairman Prep Days For Each Workshop - 2

Member Prep Days For Each Workshop - 1

Chairperson Honorarium - \$275 x (2 days + 2 prep) x 3 workshops	3,300
Chairperson meals & accommodation - \$202 x 2 days x 3 workshops	1,212
Members Honoraria - \$200 x(2 days + 1 prep) x 3 workshops x 8 members	9,600
Members Meals & accommodation - \$202 x 2 days x 3 workshops x 8 members	9,696
Hall Rental - \$450 x 2 days x 3 workshops	2,700
Additional Translator/Interpreter - \$500/day x 3 days x 3 workshops	4,500
Staff Meals & accommodation - \$202 x 2 days x 2workshops x 3 staff	2,424
Extra Staff Travel - 2 Regional Program Officers: \$1500x3 workshopsx2officers	9,000
Extra Staff Meals and Accommodations - 2 Regional Program Officers: \$202x 2 days x 3 workshops x 2 officers	2,424

Workshop Independent of Regular Board Meeting

Chairperson Honorarium - \$275 x (2 travel days + 2 workshops + 2 prep)	1,650
Chairperson Meals & Accommodation - \$202 x 4 days	808
Members Honoraria - \$200 x (2 travel days + 2 workshops + 1 prep) x 8 members	8,000
Travel - Chair, members & staff - \$1500 x 12	18,000
Members Meals & Accommodation - \$202 x 4 days x 9 members	6,464
Hall Rental - \$450 x 2 days	900
Additional Translator/Interpreter - \$500/day x 6 days	3,000
Staff Meals & Accommodation - \$202 x 4 days x 3 staff	2,424

TOTAL COSTS WORKSHOPS **86,102**

**Part 4
Nunavut Impact Review Board
1992 Constant Dollars**

PUBLIC CONSULTATION

Assumptions

Chair + 4 members + 2 Staff attend public consultation sessions
3 Consultation sessions annually - of 2 days duration
Prep Days - Chair 2 days; Members 1 day

Chair Honoraria - \$275 x (2 days + 2 prep +2 travel)x 3 sessions	4,950
Chair Travel - \$1500 x 3 sessions	4,500
Chair meals & Accommodation - \$202 x 4 days x 3 sessions	2,424
Members* Honoraria - \$200 x (2 days + 1 prep + 2 travel) x 3 sessions x 4	12,000
Members* Travel - \$1500 x 3 sessions x 4 members	18,000
Members* Meals & Accommodation - \$202 x 4 days x 3 sessions x 4	9,696
Hall Rental - \$450/day x 2 days x 3 sessions	2,700
Additional Translator/Interpreter - \$500/day x 4 days x 3 sessions	6,000
Staff Travel - 2 staff - \$1500 x 3 sessions x 2	9,000
Staff Meals & Accommodation - \$202 x 3 sessions x 2 days x 2 staff	2,424

TOTAL COSTS - PUBLIC CONSULTATION 71,694

OTHER MEETINGS - CHAIRPERSON AND STAFF

Assumptions

Chairperson + 2 Members + 1 Staff To Attend 6 Meetings
Meeting Duration -2 Day
Prep Day - Chair: 1 Day; Member: 1 Day

Travel - 2 Days	
Airfare - \$1,500	
Per Diem - \$202 Per Day	
Chairperson Total Honorarium - \$275x(2 day + 1 prep + 2 tray) x 6 meetings	8,250
Chairperson & Members Meals & accommodation - \$202 x 4 days x 6 meetings x 3	14,544
Chair & Members - Total Travel - \$1,500 x 6 meetings x 3	27,000
Members* Honoraria - \$200 x (1 prep + 2 travel + 2 meet) * 6 * 2	12,000
Staff Meals & accommodation - \$202 x 4 days x 6 meetings	4,848
Staff Travel - \$1,500 x 6	9,000

TOTAL OTHER MEETINGS - CHAIRPERSON AND STAFF 75,642

Part 4
Nunavut Impact Review Board
1992 Constant Dollars

OTHER MEETINGS - STAFF ONLY

Assumptions

12 Trips Per Year

1 Staff Member Attends Meeting

Meeting Duration - 1 Day

Airfare - \$1,500

Meals & accommodation - \$202 Per Day

Staff Travel - \$1,500 x 12 trips

18,000

Staff Meals & accommodation - \$202 x 3 days x 12 meetings

7,272

TOTAL OTHER MEETINGS - STAFF ONLY

25,272

OPERATIONS

Staff Training - 3% Of Salaries

9,942

Office/Computer Supplies

10,000

Rental Space - \$400/m sq @ 15m sq/person @ 6.5 persons + 20m sq boardroom

47,000

Telephone And Fax

25,000

Advertising, Mail, etc.

5,000

Professional Services - Legal, Audit, Etc.

90,000

Insurance

2,500

Repairs Maintenance and Capital

3,000

TOTAL OPERATIONS

192,442

SUMMARY

SALARIES

331,415

BENEFITS AND OTHER EMPLOYER COSTS

346,712

REGULAR BOARD MEETINGS

230,328

WORKSHOPS

86,102

PUBLIC CONSULTATION

71,694

OTHER MEETINGS - CHAIRPERSON AND STAFF

75,642

OTHER MEETINGS - STAFF ONLY

25,272

OPERATIONS

192,442

TOTAL NIRB OPERATING COSTS

1,359,608

Part 5
Surface Rights Tribunal
1992 Constant Dollars

SALARIES

Executive Secretary	40,000
TOTAL SALARIES	40,000

BENEFITS AND OTHER EMPLOYER COSTS

Local Recruitment @ \$3,000	3,000
Relocation Costs 1 @ \$8,333	8,333
Employers Share CPP, UIC, etc. @ 15%	6,000
Housing Allowance - Provided to Out of Town Hires (1) \$30,000 Per Year Per Person	30,000
Benefits - IPA, Medical, etc. - \$26,000 Per Person (1)	26,000
TOTAL BENEFITS AND OTHER COSTS	73,333

MEETINGS

Assumptions

1 Meeting Annually
Meeting Duration - 1 day
Chairperson Honorarium - \$275 Per Day
Member Honorarium - \$200 Per Day
Chairperson Preparation Days - 2
Member Preparation Days - 1
4 Members to Attend Meetings
Travel Days - 2
Airfare - \$1,500
Meals and Accommodation - \$202 Per Day

Chairperson Total Honorarium - \$275x(1 meet days+2prep+2trav) x 1 meeting	1,375
Chairperson Total Travel - \$1,500 x 1 meeting	1,500
Chairperson Meals & Accommodations - \$202 x 3 days x 1 meeting	606
Members Total Honoraria - \$200x(1 day + 1 prep + 2 tray) x 1 meet x4 members	3,200
Members Total Travel - \$1,500 x 1 meeting x 4 members	6,000
Members Meals & Accommodations - \$202 x 3 days x 1 meeting x 4 members	2,424
Hall Rental - \$450 x 1 day x 1 meeting	450
Translator/Interpreter - 2 days x \$500/day x 1 meeting	1,000
TOTAL COSTS MEETINGS	16,555

Part 5
Surface Rights Tribunal
1992 Constant Dollars

WORKSHOPS

Office/Computer Supplies	1,500
Rental Space - \$400/m sq @ 15m sq	6,000
Telephone And Fax	4,738
Employee Travel	7,500
Professional Services	3,000
Additional Translator/Interpreter	1,500
Repairs, Maintenance & Capital	200
TOTAL OPERATIONS	24,438

SUMMARY

SALARIES	40,000
BENEFITS AND OTHER EMPLOYER COSTS	73,333
MEETINGS	16,555
OPERATIONS	24,438
TOTAL SRT OPERATING COSTS	154,326

Schedule 5
Terms of Reference
For Transition Teams

Part 1 - NPC Transition Team

Part 2 - NIRB Transition Team

Part 3 - NWB Transition Team

PART 1

Terms of Reference NPC Transition Team

The NPC Transition Team, consistent with any direction from the Implementation Panel, shall:

- consult with appropriate Federal and Territorial government and DIO representatives to develop an understanding of the Nunavut Final Agreement and the Implementation Plan as they relate to the functions of the transition team;
- prepare a workplan for the Transition Team;
- establish an annual Transition Team budget for review and approval by the Minister of DIAND;
- determine the requirements for offices and equipment for the NPC;
- subject to the approval of the Minister of DIAND, arrange for offices and the acquisition of equipment for the NPC;
- collect and organize reference materials that will be required by the NPC;
- develop orientation packages for NPC Members including, in consultation with the DIO, cross-cultural awareness processes;
- for consideration by the NPC:
 - develop proposals for operating procedures and administrative systems, including a Geographic Information System (GIS) to be maintained by the NPC and available for use by other institutions of public government,
 - draft proposals for by-laws and rules for the NPC,
 - consult with the NIRB and NWB Transition Teams and the NWNB to develop proposals for administrative coordination consistent with proposed legislation,

- **draft budget and operational plan proposals for the NPC,**
- **develop proposed job descriptions for the NPC staff positions,**
- **draft a proposed staffing plan for the NPC which may include the identification of potential candidates for employment by the NPC, and**
- **develop proposals for the Implementation Training Plan in relation to employment with the NPC for consideration by the Nunavut Implementation Training Committee;**
- **undertake any other activities that may be considered appropriate by the Panel;**
- **consult with other government organizations and DIOs in relation to these activities as necessary;**
- **as necessary, hire staff, retain consultants and experts in relation to these activities and to the extent feasible use government staff on a secondment basis; and**
- **provide quarterly progress reports to the Panel.**

PART 2

Terms of Reference NIRB Transition Team

The NIRB Transition Team, consistent with any direction from the Implementation Panel, shall:

- consult with appropriate Federal and Territorial government and DIO representatives to develop an understanding of the Nunavut Final Agreement and the Implementation Plan as they relate to the functions of the transition team;
- prepare a workplan for the Transition Team;
- establish an annual Transition Team budget for review and approval by the Minister of DIAND;
- determine the requirements for offices and equipment for NIRB;
- subject to the approval of the Minister of DIAND, arrange for offices and the acquisition of equipment for NIRB;
- collect and organize reference materials that will be required by NIRB;
- develop orientation packages for NIRB Members including, in consultation with the DIO, cross-cultural awareness processes;
- for consideration by NIRB:
 - develop proposals for operating procedures and administrative systems,
 - draft proposals for by-laws and rules for NIRB,
 - consult with the NPC and NWB Transition Teams and the NWMB to develop proposals for administrative coordination consistent with proposed legislation,
 - draft budget and operational plan proposals for the NIRB,

- develop proposed job descriptions for NIRB staff positions,**
- draft a proposed staffing plan for NIRB which may include the identification of potential candidates for employment by NIRB, and**
- develop proposals for the Implementation Training Plan in relation to employment with NIRB for consideration by the Nunavut Implementation Training Committee;**
- undertake any other activities that may be considered appropriate by the Panel;**
- consult with other government organizations including the Federal Environmental Assessment Review Office, and DIOs in relation to these activities as necessary;**
- as necessary, hire staff, retain consultants and experts in relation to these activities and to the extent feasible use government staff on a secondment basis; and**
- provide quarterly progress reports to the Panel.**

PART 3

Terms of Reference NWB Transition Team

The NWB Transition Team, consistent with any direction from the Implementation Panel, shall:

- consult with appropriate Federal and Territorial government and DIO representatives to develop an understanding of the Nunavut Final Agreement and the Implementation Plan as they relate to the functions of the transition team;
- prepare a workplan for the Transition Team;
- establish an annual Transition Team budget for review and approval by the Minister of DIAND;
- determine the requirements for offices and equipment for the NWB;
- subject to the approval of the Minister of DIAND, arrange for offices and the acquisition of equipment for the NWB;
- collect and organize reference materials that will be required by the NWB;
- develop orientation packages for NWB Members including, in consultation with the DIO, cross—cultural awareness processes;
- for consideration by the NWB:
 - develop proposals for operating procedures and administrative systems,
 - draft proposals for by-laws and rules for the NWB,
 - consult with the NIRB and NPC Transition Teams and the NWNB to develop proposals for administrative coordination consistent with proposed legislation,
 - draft budget and operational plan proposals for the NWB,

- develop proposed job descriptions for the NWB staff positions,**
- draft a proposed staffing plan for the NWB which may include the identification of potential candidates for employment by the NWB, and**
- develop proposals for the Implementation Training Plan in relation to employment with the NWB for consideration by the Nunavut Implementation Training Committee;**
- undertake any other activities that may be considered appropriate by the Panel;**
- consult with other government organizations including the Northwest Territories Water Board, and DIO5 in relation to these activities as necessary;**
- as necessary, hire staff, retain consultants and experts in relation to these activities and to the extent feasible use government staff on a secondment basis; and**
- provide quarterly progress reports to the Panel.**

Schedule 6
General Communication and Education Strategy

Schedule 6 General Communication and Education Strategy

INTRODUCTION

The Nunavut Final Agreement (Sub-section 37.2.2(g)) requires that the Implementation Plan identify a communication and education strategy to inform Inuit and interested third parties of the content and implementation of the Agreement. There is also a need to educate Government Departments and Agencies and their employees, contractors and agents respecting their obligations and responsibilities flowing from the Nunavut Final Agreement and the Implementation Plan.

Direct involvement of the parties in transmitting information to the appropriate audiences will contribute to successful implementation by increasing their level of understanding.

RESPONSIBILITIES

Tungavik and DIOs

Tungavik and other DIOs should play a lead role in ensuring that DIOs and Inuit are made aware of their rights and obligations under the Nunavut Final Agreement and the Implementation Plan.

Territorial Government

The Territorial Government will need to ensure that its Departments and Agencies and their employees, contractors and agents are made aware of their obligations, responsibilities and any new processes under the Nunavut Final Agreement and the Implementation Plan. Where obligations under the Implementation Plan will affect Inuit or third parties, appropriate communication strategies will be developed and implemented by the Territorial Government.

Federal Government

The federal government will need to ensure its Departments and Agencies and their employees, contractors and agents are made aware of their obligations, responsibilities and any new processes under the Nunavut Final Agreement and the Implementation Plan. Where these obligations will affect Inuit or third parties, appropriate communications

strategies will be developed and implemented by the federal government. The Department of Indian Affairs and Northern Development will play the lead role in informing other federal departments about the Nunavut Final Agreement and government implementation activities. DIAND will also need to develop strategies to inform the non—renewable resource industry on the provisions affecting them.

Institutions of Public Government

Consistent with the Nunavut Final Agreement, the institutions of public government have significant responsibilities and obligations for informing Inuit, industry and the northern public generally about their role, and their procedures and to provide for public involvement in their environmental, and wildlife management processes.

TARGET AUDIENCES

Target audiences include: Inuit, government, industry, northern residents, media and the general public.

COMMUNICATIONS OBJECTIVES

To promote successful implementation of the Nunavut Final Agreement by increasing awareness of target audiences regarding the implementation of the Agreement and the Implementation Plan. This will entail providing information in Inuktitut where Inuit form all or a majority of a target audience.

ACTIVITIES

Workshops for government employees, DIO staff, Transition Teams and institutions of public government will be held to develop an understanding of aspects of the Nunavut Final Agreement and the Implementation Plan.

A series of information sheets on various aspects of the Nunavut Final Agreement and its implementation will be drafted by the Department of Indian Affairs and Northern Development.

The use of public service announcements and paid advertising may be required in respect of various aspects of implementation of the Nunavut Final Agreement.

BUDGET

The costs of communications and education activities will be the responsibility of the party or organization undertaking the activity unless expressly stated otherwise.