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RAPPORT DE DÉCISION DU COMITÉ

Le comité du Cabinet chargé des ressources  
humaines, soutien du revenu et santé

Réunion du 13 mars 1990

Ratifié par le Comité des priorités et de la planification

Réunion du 20 mars 1990

Revendication territoriale de la  
Fédération Tungavik du Nunavut

REPORT OF COMMITTEE DECISION

The Cabinet Committee on Human Resources,  
Income Support and Health

Meeting of March 13, 1990

Ratified by the Priorities and Planning Committee

Meeting of March 20, 1990

Tungavik Federation of  
Nunavut Land Claim



Michelle Madore  
Chef/Chief

Service du Système des dossiers du Cabinet  
Cabinet Papers System Unit

s.19(1)

le 27 mars 1990

March 27, 1990

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Tungavik Federation of Nunavut  
Land Claim

The Committee agreed that:

1. the Minister of Indian Affairs and Northern Development be authorized to sign the Agreement-in-Principle (AIP), with the Tungavik Federation of Nunavut (TFN), summarized in Annex A;
2. the mandate provided in Annex B be approved to guide the negotiation of a Final Agreement which will include identification of Inuit Settlement Lands and be accompanied by an implementation plan;
3. the costs of settlement include: 1) \$580 million (1989) in financial compensation, including \$3 million to be paid by April 30, 1990, \$1 million to be paid upon completion of land identification in two regions, \$1 million to be paid upon completion of land identification in all regions, \$54 million to be advanced upon signing of the Final Agreement and the balance to be paid over 14 years; 2) other financial benefits estimated at \$7.9 million (1989); 3) one-time implementation costs estimated at \$96 million (1989), including \$600,000 to be advanced in 1990-91 and 1991-92 to cover costs related to the Inuit enrolment process, and \$4 million to be advanced in 1991-92 for ratification of the Final Agreement; and 4) on-going implementation costs of \$12.3 million (1989) per annum. All implementation costs shall be subject to Cabinet approval at the time of ratification of the Final Agreement. All of the above costs are to be funded from central sources.

See Envelope

Ernest Dickson

Justice

last judgement of

15 March 1990

Maké

The Isles of March

SUMMARIES OF THE PROVISIONS OF THE AIP  
(Complete AIP may be obtained from DIAND at 994-4885)

- Preamble - Identifies the legal and historical basis for negotiation of this land claim agreement and outlines the main objectives that have guided the negotiations, most notably: to provide certainty and clarity of rights and ownership to land and resources, Inuit participation in decision-making with reference to land, water and resources, wildlife harvesting rights, Inuit economic benefits and to encourage the cultural and social well being of Inuit.

GENERAL PROVISIONS

1. Definitions

This chapter lists the definitions contained in the AIP.

2. General

These provisions provide:

- That the Inuit of the Nunavut Settlement Area as represented by the Tungavik Federation of Nunavut (TFN) will, in a Final Agreement, cede, release and surrender all their aboriginal claims, rights, titles and interests, if any, in and to lands and waters anywhere in Canada,
- that any other existing or future constitutional rights that the Inuit may have are not affected,
- that the parties will negotiate to conclude a Final Agreement within eighteen months of the ratification of an AIP,
- that the Final Agreement will be a land claims agreement within the meaning of Section 35 of the Constitution Act, 1982,
- that close consultation between the government and the Inuit shall take place in the preparation and/or amendment of legislation proposed to ratify or implement the Final Agreement,
- that the devolution or transfer of jurisdiction or powers from Canada to the territorial government responsible for Nunavut will not be restricted, provided Inuit rights delineated in the Final Agreement are not abrogated,
- that the Inuit indemnify Canada against any legal action by Inuit based on any aboriginal claims relating to land and water and covered by the agreement,
- Inuit Settlement Lands are not deemed to be lands reserved for the Indians within the meaning of the Constitution Act, 1867, and
- The Final Agreement will prevail in the event of inconsistency or conflict with legislation.

### 3. Nunavut Settlement Area

These provisions provide a metes and bounds description of the Nunavut Settlement Area which consists of two parts: "Area A" which includes the described portion of the Arctic Islands and mainland of the Eastern Arctic and adjacent marine areas, and "Area B" which comprises the Belcher Islands, associated islands and adjacent marine areas in Hudson's Bay. (See map Appendix I to the Analysis.) The boundary of "Area A" in Hudson Strait and adjacent to the Dene/Metis claim and the boundary of "Area B" will be defined before Final Agreement.

### 4. Political Development

The TFN, the GNWT and the federal government acknowledge support in principle for creation of a Nunavut Territory consistent with their previous positions. Within six months of the AIP, the Government of the Northwest Territories and the Inuit will develop a process to pursue creation of a Nunavut territory and government outside the claims process. The process will include a boundary plebiscite and agreement on the division of powers.

## WILDLIFE AND COMPENSATION

### 5. Wildlife

The provisions recognize specific rights Inuit will enjoy with regard to harvesting of wildlife (including flora) and provide economic opportunities related to guiding, sports lodges and commercial marketing of wildlife products. The instrument of wildlife management will be a Nunavut Wildlife Management Board, with equal Inuit and government/public membership plus a chairman. The Board will oversee the harvest of wildlife, subject to the principles of conservation, and will be empowered to make management decisions subject to disallowance by appropriate Ministers. Ministers retain authority to initiate management measures and to fulfil their national and international obligations.

### 6. Wildlife Compensation

Inuit will be entitled to compensation where developers cause provable damage to property or equipment used in wildlife harvesting, or present and future loss of income or loss of wildlife harvested for personal use by claimants. Where a developer and the Inuit are unable to agree upon compensation for damages within 30 days of a claim being made, either party can refer the claim to the Surface Rights Tribunal for determination of liability and compensation. These provisions apply to onshore and offshore development and to shipping directly associated with development on the land or water in the settlement area and in Zones 1 and 2 referred to in the AIP. (Zones 1 and 2 include Hudson Bay, Baffin Bay, Davis Strait and certain other adjacent waters.) Government reserves the right to identify a person or fund to assume this liability in respect of shipping. These provisions do not apply to shipping engaged in normal community resupply or not directly associated with development activity in the settlement area. Prior to the Final Agreement, wildlife compensation in respect to commercial transit shipping will be examined.

### 7. Outpost Camps

The provisions allow Inuit to establish and occupy outpost camps (temporary sites for the purpose of wildlife harvesting) on Crown lands where they have wildlife harvesting rights. Inuit will be able to locate camps in parks and

conservation areas, but not in areas where their presence would be inconsistent with conservation and management requirements. Inuit occupying outpost camps on Crown lands can have varying degrees of protection of their terrain and will receive fair notice to move should the Crown require the lands for other purposes.

#### 8. Parks

The provisions set out a process to resolve problems between Inuit land identification and boundaries of National Parks in the claims area. At least three National Parks are to be established in the settlement area within a reasonable time following the Final Agreement. Inuit and other local residents shall be included in the planning of the National Parks, in the claims area. Prior to the establishment of a National Park, Inuit and the federal government are to conclude impact and benefit agreements dealing with such matters as training, hiring, business opportunities, etc. As well, Inuit will receive first option on certain contract and business opportunities related to the establishment, operation and maintenance of park facilities. Information about National Parks in the claims area will also be available in Inuktitut, and Inuit history relating to the parks will be recognized. Provisions for the Territorial Parks generally parallel the National Parks Provisions, including Inuit involvement in, and benefits from, the establishment and operation of Territorial Parks in the settlement area.

#### 9. Conservation Areas

The provisions apply to specific categories of conservation areas listed in the agreement, including national wildlife areas, migratory bird and wildlife sanctuaries and a number of other reserves and sites of biological, ecological or historical significance. Provisions of the National Parks agreement dealing with the impact and benefit agreement, economic opportunities, information in Inuktitut and recognition of Inuit history generally will apply to conservation areas.

### LAND AND RESOURCE MANAGEMENT

#### 10. Establishment of Certain Structures

Provision is made for the establishment through legislation of structures provided for in other provisions of the agreement. These are:

- (a) Nunavut Wildlife Management Board (upon ratification of Final Agreement)
- (b) Surface Rights Tribunal (within six months of ratification of Final Agreement)
- (c) Nunavut Impact Review Board (within two years of ratification of Final Agreement)
- (d) Nunavut Planning Policy Committee (within two years of ratification of Final Agreement)
- (e) Nunavut Planning Commission (within two years of ratification of Final Agreement)
- (f) Nunavut Water Board (within two years of ratification of Final Agreement)

The provisions permit government to consolidate or reallocate the functions of the structures, and to vary certain administrative matters without Inuit consent, provided that basic guarantees are respected.



### 11. Land Use Planning

The provisions outline the structures and process for developing and implementing land use plans in the claims area. The provisions include principles which will guide the development of land use plans and specify the structure and roles of a Nunavut Planning Commission (NPC) and the Nunavut Planning Policy Committee (NPPC). The NPC will have major responsibility for the development of land use plans and monitoring conformity with land use plans. The NPPC would establish broad planning goals, policies and objectives.

NPC and NPPC each will have an equal number of government and Inuit members with the NPC having a chairperson in addition. Appropriate government departments and agencies would be responsible for the implementation of land use plans.

### 12. Development Impact: Screening and Review

These provisions provide for the establishment of a public government body called the Nunavut Impact Review Board (NIRB). NIRB would screen project proposals to determine whether there is a need for a public review of ecosystemic and socio-economic impacts. If NIRB determines that a review is required, the Minister with primary responsibility for approving the project may refer the proposal either to the Federal Environmental Assessment Review Office (FEARO) or to NIRB for public hearings. There is to be no duplication of hearings. Where NIRB conducts a public review, it would determine if the proposal should proceed and, if so, with what terms and conditions and issue a report to the Minister.

The Minister has the overriding authority to approve or reject projects in the national or regional interest or to modify terms and conditions that are more onerous than necessary to mitigate impacts to an acceptable level. NIRB will issue a project certificate containing terms and conditions accepted or varied by the Minister. NIRB may be assigned project monitoring functions. Cost of administration of NIRB would be paid for by government. NIRB will have subpoena powers when it holds public hearings. The relationship of NIRB to FEARO and other public bodies such as the Nunavut Planning Commission are also provided for. FEARO panels operating in the settlement area will contain at least 25 percent Inuit nominees and 25 percent territorial government nominees, satisfactory to the Minister of the Environment.

### 13. Water Management

A Nunavut Water Board (NWB) will be established which will have responsibilities and powers over use and management of water in the settlement area. The NWB will function with responsibilities at least equivalent to the present Northwest Territories Water Board and will contribute to the development of land use plans as they concern water. The provisions outline the relationship of the approval of water use applications to the land use planning and impact assessment process. The NWB will have an equal number of government and Inuit nominees and a chairperson.

### 14. Municipal Lands

The provisions ensure that municipal boundaries will encompass lands required for municipal needs, and specify the way in which municipal lands in the settlement area will be held and controlled in relation to Crown lands and Inuit lands. The provisions include a definition of what constitutes municipal lands and a process for the transfer of land title to the municipalities. The provisions allow municipalities by referenda to impose restrictions on the sale of land.

### 15. Marine Areas

These provisions extend the application of various components of the AIP to marine areas; including wildlife rights and management, land use planning, impact development, resource royalty sharing, parks and conservation areas and certain other elements. Inuit will not be able to own seabed as part of their land quantum. In recognition of Inuit interest in migratory species outside the marine area of the claim, Inuit will be involved in wildlife management, harvesting and research matters in Hudson Bay, James Bay, Davis Strait, Baffin Bay and other adjacent marine areas.

### 16. Marine Boundary: East Baffin Coast

The boundary of the settlement area on the East Baffin Coast will follow the twelve mile limit of the territorial sea. However, wildlife harvesting, development impact, land use planning and resource royalty provisions will also apply in a defined land fast ice zone beyond the territorial sea along a portion of the Baffin Coast.

## INUIT LANDS

### 17. Purposes of Inuit Settlement Lands

The provisions recognize that the primary purpose of Inuit Settlement Lands will be to promote Inuit economic self-sufficiency consistent with cultural and social aspirations. To achieve this purpose, title is expected to include a mix of areas of value for both renewable and non-renewable resource reasons.

### 18. Principles to Guide the Identification of Inuit Settlement Lands

These provisions set out criteria governing the identification of Inuit Settlement Lands. The criteria include consideration of third-party interests, government needs, public purposes, overlapping claims and geographic configuration of selections.

### 19. Identification of Inuit Settlement Lands

The provisions set out the land identification process in the Inuit communities and regions, including provisions for land quantum negotiations (already completed), land ownership negotiations and protection of identified lands. The Sverdrup Basin area is excluded from identification as Inuit Settlement Lands as shown on the map in Appendix 1. A discussion paper on Interim Protection is approved as part of the AIP and describes a process for interim withdrawal of certain critical lands from surface and sub-surface disposition during land ownership negotiations. The land withdrawn under interim protection will not exceed 20 percent of the quantum in each region.

### 20. Title to Inuit Settlement Lands

The provisions define Inuit Settlement Lands and provide for title to be held in two forms: fee simple including mineral rights or fee simple excluding mineral rights. The matter of access to carving stone by Inuit is also described. The total land quantum is 135,390 sq. miles (350,633 square kilometres) plus an amount to be determined in Sanikiluaq, allocated by region as follows:

- (i) Kitikmeot West - 25,495 sq. miles
- (ii) Kitikmeot East - 14,275 sq. miles
- (iii) Keewatin - 36,890 sq. miles
- (iv) South Baffin - 25,500 sq. miles
- (v) North Baffin - 33,230 sq. miles
- (vi) Sanikiluaq - to be determined - out of a total area of 1317 sq. miles

Of the total quantum, 14,000 sq. miles (36,257 square kilometres) of land will be held in fee simple (including mineral rights), with the allocation among the regions to be determined in land ownership negotiations.

## 21. Water Rights

Under these provisions, use of water on Inuit Settlement Lands will be subject to normal regulatory approvals by the Nunavut Water Board. Public rights to navigation, innocent passage on water and use of waters for domestic and emergency purposes are guaranteed on Inuit lands. Access to and use of waters by subsurface developers is also provided for. Subject to these public rights, Inuit will have the exclusive right to the use of water on Inuit Settlement Lands. (Government may however reserve particular water bodies at the time of land selection.) Inuit will be entitled to compensation if development adversely affects the quality, quantity or flow of waters through Inuit Settlement Lands. Compensation will be determined by the Water Board if developers and Inuit do not agree.

## 22. Vesting, Registration, Alienation and Boundaries

The provision outlines the arrangements for registration of Inuit Settlement Lands in Designated Inuit Organizations upon ratification of the Final Agreement. Alienation of Inuit Settlement Lands and the arrangements for boundaries and surveys in Inuit Settlement Lands are also covered. In general, boundaries will follow distinct natural features to the extent possible so that the majority of Inuit Settlement Lands will not require surveys for title issuance.

## 23. Entry and Access

The provisions recognize a public right of access to and across Inuit Settlement Lands, subject to conditions. The provisions also recognize the right of government agents, employees and contractors to enter, cross and remain on Inuit Settlement Lands for legitimate government purposes without fee. Provision is also included for government to acquire sand and gravel on Inuit Settlement Lands. The provisions provide for the continuation of any existing third party interest included in Inuit Settlement Lands and describe the rights and obligations the Inuit will assume in relation to such interests.

Third parties with subsurface interests may have access to or across Inuit Settlement Lands by consent of Inuit or through an independent surface rights tribunal. The tribunal will have authority to issue entry orders and determine compensation payable to the surface rights holder. As well, other commercial operators may cross Inuit Settlement Lands with consent, or by order of the Surface Rights Tribunal where the access is essential and any other means is physically or financially impractical. Provision is made for expropriation of Inuit Settlement Lands under existing legislation subject to Governor-in-Council approval and the payment of compensation. A ceiling of 12 percent has been set on the amount of Inuit Settlement Lands that can be expropriated without alternate lands being provided. Government may expropriate two percent of Inuit Settlement Lands for public transportation purposes without compensation in any land use region.



#### 24. Real Property Taxation

Within municipalities, Inuit Settlement Lands that have improvements or lie within approved sub-divisions are subject to real property taxation. Outside municipalities, Inuit Settlement Lands that have improvements are subject to real property taxation. Unimproved lands are exempt from such taxation. Structures associated with traditional activities, such as wildlife harvesting, are not considered improvements for taxation purposes.

### ECONOMIC

#### 25. Inuit Public Sector Employment

The provisions outline a process for increasing Inuit participation in government employment in the settlement area to a representative level. This objective will be pursued through the undertaking of an Inuit labour force analysis which would be followed by the development of Inuit employment plans and pre-employment training. Efforts will be made to increase Inuit recruitment and promotion through a number of measures designed to remove systemic and other barriers to employment.

#### 26. Government Contracting

The provisions describe measures to be reflected in government procurement and contracting policies and bidding processes to assist Inuit firms and firms employing Inuit to compete for government contracts in the settlement area. The provisions are to be implemented without imposing additional financial obligations on government, and the need to continue such provisions will be reviewed within 20 years.

#### 27. Resource Royalty Sharing

The provision provides for the Inuit to be paid annually;

- (a) 50 percent of the first \$2 million of resource royalty received by government, and
- (b) Five percent of any additional resource royalty received by government.

The provisions also cover method of payment, capping, and consultation mechanisms between the Inuit and government if the resource royalty regime is changed.

#### 28. Inuit Impact and Benefit Agreements

The provisions set out that Inuit have the right to negotiate employment, training and other benefits with the proponent of a major development project prior to work commencing on the project. A major development project is one that involves the development or exploitation by industry or a Crown Corporation of non-renewable resources under Inuit Settlement Lands, or water power generation or water exploitation projects in the settlement area, where such projects involve more than \$35 million (1986 dollars) in capital costs or 200 person years of employment over five years. The definition does not include exploration activity. A process of arbitration is set out where the Inuit and the proponent cannot agree on a range of benefits. Negotiated or arbitrated agreements will be in the form of a contract between the Inuit and the proponent of a major development project. Government can ensure that such benefit agreements do not undermine the viability of the project or detract from the ability of others to receive benefits.

## 29. Natural Resource Development

Prior to opening lands for petroleum exploration, government will consult with Inuit respecting terms and conditions to be attached to such exploration rights. Prior to exploration, development and production of oil and gas, and prior to development and production of minerals other than oil and gas on Crown lands, proponents will be required to consult with Inuit on a range of social, economic and environmental issues identified in the provisions.

## 30. Northern Energy Accord - Interim Provisions

This interim provision acknowledges that GNWT will include Inuit in developing and implementing an Northern Energy Accord which respects the provisions of the AIP.

## 31. Wildlife Harvesting Income Support Program (WHISP)

The GNWT undertakes to establish a working group with the participation of the TFN and federal government to determine the feasibility, parameters, costing and potential implementation structures of a WHISP for the Inuit settlement area. This process is outside the land claims process. (The Capital Transfer Provisions specify that the Final Agreement shall contain no federal or territorial government undertakings in respect of WHISP.)

## FINANCIAL

## 32. Capital Transfers

The provisions provide for the payment of \$580 million (1989) to the Inuit. \$3 million will be paid on April 30, 1990 if the AIP has been ratified and a further \$2 million between AIP and Final Agreement with evidence of progress in land identification.

\$54 million will be the initial payment upon signing the Final Agreement and the remainder of the capital will be transferred over a 14 year period. The pay-out schedule will include a phase-in and a phase-out period. TFN negotiation loans will be repaid at a rate of six percent interest per year from the date of the Final Agreement. The Inuit may request a loan from Canada against the unpaid balance of capital transfer payments after the third year. (Approval of the latter would be at the discretion of the Minister of Finance).

## 33. General Taxation

The capital transfer payments will not be taxed, but income earned will be subject to laws of general application. The Nunavut Trust and the recipient of any capital or income from the Trust will be subject to tax laws of general application.

Income from Inuit Settlement Lands will be taxable under laws of general application, subject to provisions for calculating costs and proceeds of initial acquisition and disposition of lands and depreciable property.

## 34. Nunavut Trust

A Nunavut Trust will be established to receive, on behalf of the Inuit, the capital transfer payments and resource royalty payments from Canada. Laws of general application will apply to the Trust, apart from the Rule against

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Perpetuities. Provisions are included to ensure democratic control and accountability to Inuit.

### SOCIAL AND CULTURAL

#### 35. Social Provisions

The provisions establish an obligation on the part of government to 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 within the settlement area. A Nunavut Social Development Council shall be established by Inuit, as a non-profit corporation, to promote Inuit interests in the social and cultural area. It may carry out its mandate through research, information dissemination, consultation with public government bodies, and provision of advice to Inuit and government in these areas. It will also prepare an annual report to territorial and federal ministers on the state of Inuit culture and society.

#### 36. Archaeology

The provisions recognize that Inuit have a special relationship with archaeological evidence of the settlement area. Certain rights are provided for Inuit with respect to the identification, protection and conservation of archaeological sites and specimens. An Inuit Heritage Trust is to be established to facilitate the conservation, restoration and display of sites and specimens, and to carry out archaeological activity. Government agencies will, subject to guidelines, honour requests of the Trust to obtain archaeological specimens found in the claims area for display or research purposes.

#### 37. Ethnographic Objects and Archival Materials

The provisions pertain to the loan of ethnographic objects from the settlement area by the National Museum of Civilization and territorial government ethnographic agencies to the Inuit Heritage Trust. Loan of these objects will only be refused under certain conditions. Terms and conditions consistent with professional practice would apply. Loan requests by the Trust for archival materials will be treated on at least as favourable a basis as those from other institutions.

### ADMINISTRATION AND OPERATION

#### 38. Enrolment

The provisions recognize that Inuit are best able to determine who is an Inuk and entitled to be enrolled as a beneficiary. To be enrolled, a person must be recognized as an Inuk under Inuit custom or Inuit law, and be associated with the communities or territory of the claims area. In addition, eligible individuals must be Canadian citizens, and benefit from only one Canadian land claim agreement. A Community Enrolment Committee (CEC) will be established in each community to decide who meets the eligibility criteria. A CEC decision may be appealed to a Nunavut Appeal Committee (NAC). Decisions of the NAC would be final. The provisions also provide for the preparation and update of enrolment list.

**39. Ratification**

The provisions set out the procedures for ratification by the Inuit and government of both AIP and Final Agreement. In each case the Inuit ratify the agreement before it is considered by Cabinet. In the case of the Final Agreement, ratification will include Cabinet approval, followed by passage of legislation by Parliament.

**40. Implementation**

The provisions commit TFN and the federal and territorial governments to establish a working group to develop a detailed implementation plan before Final Agreement. This process will include identification of activities, responsibilities, costs and specific funding arrangements to implement the Final Agreement. It will also survey Canadian and territorial legislation and identify the need for new legislation or amendments required for implementation. As well, communication, education, training and employment opportunities for Inuit during the implementation process will be addressed. The plan will also specify how the implementation plan is to be monitored, reviewed and amended.

**41. Arbitration**

The provisions provide for creation and operation of an Arbitration Board to resolve disputes arising from the Final Agreement. The Board will arbitrate those issues identified in specific agreements for arbitration by the Board. Where the parties agree, the Board may also arbitrate matters related to interpretation and implementation of the Final Agreement. Board members will be appointed by Canada, GNWT and the Inuit by consensus. If consensus is not reached within one year of settlement legislation, Canada, GNWT and Inuit will each appoint three members.

**42. Inuit Organizations**

The provisions relate to the identification of the Designated Inuit Organizations (DIOs), their relationship to beneficiaries and their powers and authorities in respect to the implementation of the Final Agreement.

**43. Other Aboriginal Peoples**

The provisions note that prior to Final Agreement, provisions in respect to overlapping interests with other claims must be negotiated by the TFN.



## MANDATE FOR NEGOTIATION OF FINAL AGREEMENT

A. FINAL AGREEMENT

The Chief Government Negotiator, with the full participation of the federal negotiating team including other government departments, the Government of the Northwest Territories (GNWT), and in consultation with the Comprehensive Claims Steering Committee (CCSC) and affected parties, is authorized to negotiate a Final Agreement with the Tungavik Federation of Nunavut, based on the Agreement-in-Principle (AIP). The mandate directs that:

1. Schedule

Negotiations will continue for up to eighteen months from signing of the AIP. Failure to achieve a Final Agreement within eighteen months of signing of the AIP may result in a decision by Cabinet to terminate negotiations.

2. Framework

Matters to be negotiated shall be restricted to a) those matters identified in the AIP or in the mandate for further negotiation and b) any matter required to clarify the AIP. These negotiations shall be subject to the limitations and conditions enumerated herein, and shall be consistent with the provisions of the AIP and the comprehensive claims policy.

3. Process

Negotiations shall be carried out within the Comprehensive Claims Policy and this mandate. The Chief Government Negotiator, through the Director General, Comprehensive Claims, may refer issues arising from negotiating positions to the CCSC or to the Minister, as appropriate. The Chief Government Negotiator shall consult with affected third parties and appropriate interest groups to ensure consideration of their concerns in drafting of the Final Agreement.

4. Finality of Agreement

The Final Agreement shall be complete in all matters and be precisely drafted, particularly with respect to the Inuit rights and specific undertakings by government.

5. Language of Agreement

There shall be Inuktitut, French and English versions of the Final Agreement. The legal status and treatment of these versions shall be determined in consultation with the Department of Justice and FPRO, recognizing that Inuktitut will not have the status of an official language.

6. Amendments

The Final Agreement shall clearly identify who, on behalf of government and the Inuit, may consent to an amendment and what procedures will be required to give legal effect to amendments of the Final Agreement.

## 7. Boundary

The Final Agreement shall contain a complete boundary defining the Nunavut Settlement Area. The boundary between the Nunavut Settlement Area and the Dene/Metis Settlement Area shall be a single line boundary to be agreed upon by the TFN and the Dene/Metis. Failing agreement between the native parties, the Minister of Indian Affairs and Northern Development may approve a boundary or use mediation or arbitration to finalize a boundary.

The boundary of the Nunavut Settlement Area in Hudson Strait and Hudson Bay including the Sanikiluaq area shall, if possible, be based upon agreement between TFN and Makivik. Failing such agreement, the Chief Government Negotiator may agree upon a boundary with TFN encompassing those land and marine areas where TFN can demonstrate both traditional and current use. Accommodation will be made for legitimate interests of Northern Quebec Inuit and to enable the federal government to fulfil its 1974 undertakings to the North Quebec Inuit respecting their claim to offshore islands along the Quebec coast, recognizing that the federal government has not accepted for negotiation any broader offshore claim by the Northern Quebec Inuit. In determining the boundary of the TFN settlement area, some discretion may be exercised in order to produce workable lines that can be easily described and enforced.

## 8. Transboundary Provisions

The Department of Indian Affairs and Northern Development shall initiate discussions with the Province of Manitoba and the GNWT to determine what provisions may be included in the TFN Final Agreement to provide for continuation of traditional transboundary wildlife harvesting by NWT Inuit and Manitoba Indians. If necessary, similar discussions may be initiated with Saskatchewan and Quebec if there is clear demonstration of significant traditional and current transboundary wildlife harvesting by Indians or Inuit. Such discussions shall involve the Department of Fisheries and Oceans and the Department of the Environment where their interests are affected. The Department of Justice and the Federal/Provincial Relations Office (FPRO) shall be consulted regarding implications for treaty interpretation and federal/provincial relations. The TFN Final Agreement will not acknowledge any treaty hunting rights by Manitoba or Saskatchewan Indians outside the boundaries of their treaty areas.

## 9. Relations to Other Aboriginal People

Provisions of any agreement between TFN and other aboriginal groups respecting overlapping interests shall be reviewed with the Department of Justice and FPRO to determine whether provisions of such agreements may be incorporated in or appended to the TFN Final Agreement, either in whole or in part, and whether such provisions shall receive constitutional protection as part of the TFN Final Agreement.

## 10. Wildlife Compensation

DIAND and the Departments of Transport, Justice, External Affairs, and Energy, Mines and Resources shall undertake a study to determine, prior to Final Agreement, how shipowners and/or developers can assume the additional liability imposed by the Wildlife Compensation Provisions (either directly or through a fund based on contributions by developers and/or shipowners), consistent with Canada's international obligations and without imposing undue financial burden. Further direction may be sought from the CCSC if affected departments are unable to identify a workable implementation option within 12 months of ratification of the AIP.

With respect to commercial shipping through the settlement area not directly associated with development in the settlement area, the Final Agreement may provide that Inuit will be entitled to wildlife compensation as provided under laws of general application, and that provision for wildlife compensation under laws of general application in the settlement area shall provide protection for Inuit generally comparable to protection afforded to wildlife harvesters in other marine areas of Canada under laws of general application. The Final Agreement shall not include any commitments to extend application of the Arctic Waters Pollution Prevention Act to those portions of Hudson Bay not currently covered by that Act.

11. Outpost Camps

The Final Agreement shall not define the relationship between Inuit customary law and laws of general application.

12. Parks

As long as the Final Agreement does not impose a specific time for the establishment of a third National Park in the settlement area, the costs of establishing such a Park shall be the responsibility of the Department of the Environment and shall not be identified as an implementation cost of the Final Agreement.

Water use in National Parks shall be regulated in accordance with Park management plans and laws of general application. The jurisdiction of the Nunavut Water Board within National Parks shall be as set out in relevant legislation. Where water use in National Parks affects Inuit water rights on Inuit Settlement Lands, Inuit shall be entitled to compensation on the basis set out in the Inuit Water Rights provisions or in any relevant Inuit Impact and Benefit Agreement.

13. Management Structures

The Chief Government Negotiator shall consult with the Departments of Fisheries and Oceans, Environment, DIAND, Justice, the Privy Council Office, and the GNWT to determine whether the Nunavut Wildlife Management Board shall be established through legislation ratifying the Final Agreement or through separate federal and territorial legislation.

The provisions for government to unilaterally consolidate management structures shall come into effect no later than five years after passage of legislation establishing the management boards. Provisions for government to unilaterally vary administrative detail shall come into effect one year after the establishment of the management boards. The consultation process on drafting of initial legislation for these structures shall provide flexibility for TFN and government to agree on variation of administrative detail without necessity to amend the Final Agreement.

14. Intervenor Funding

The Final Agreement shall not guarantee intervenor funding for public hearings before the Nunavut Wildlife Management Board, the Nunavut Planning Commission, The Nunavut Water Board or the Nunavut Impact Review Board. The Final Agreement shall not prejudice the eligibility of Inuit or Designated Inuit Organizations to obtain intervenor funding through existing or future programs.

15. Entry and Access

The Final Agreement shall provide greater clarity regarding the rights of persons holding prospecting licences to conduct exploration activity on Inuit Settlement Lands.

16. Public Sector Employment

The Final Agreement shall identify an appropriate body (or bodies) with responsibility for reviewing and monitoring of employment plans and measures. The Chief Negotiator will develop appropriate provisions in conjunction with Treasury Board, the Public Service Commission and the GNWT before negotiating this matter.

17. Archaeology

The Final Agreement may grant Inuit ownership of archaeological specimens, ethnographic objects and non-government archival materials found on Inuit Settlement Lands. In such case, provision will be included in the Final Agreement for Inuit and government to enter into agreements respecting ownership, exchange custody or management of such items. The Final Agreement may contain undertakings to focus resources under existing programs to provide for training and other needs related to establishment and operation of the Inuit Heritage Trust.

18. Political Development/Language

The Final Agreement shall not contain any guarantee for the creation of a Nunavut Territory or provide general linguistic guarantees for use of Inuktitut in government and the legal and educational system in the claims area. Guarantees negotiated for use of Inuktitut in relation to joint management structures established pursuant to the agreement are acceptable.

19. Training

The Final Agreement may contain provisions with respect to training for implementation. Federal funding for such training shall come from amounts allocated within the approved implementation funding levels and through programs in place from time to time.

B. LAND IDENTIFICATION1. Schedule

Land identification will begin as soon as possible following approval of the AIP and is to be completed within 18 months of signing the AIP.

2. Process

Land identification shall follow the process set out in the AIP, and may include interim protection withdrawals as set out in the AIP. In addition to the principles and guidelines set out in the AIP, more detailed land identification guidelines shall be developed in consultation with appropriate departments and the GNWT to ensure protection of government interests and equitable treatment of third party interests, including existing surface leases and access routes.



### 3. Third Party Interest

Third party interest buy-outs shall be generally avoided. Where a buy-out is proposed, the Chief Government Negotiator shall refer details of the arrangement to the CCSC for decision. The Chief Government Negotiator shall ensure appropriate consultation with third parties who have a legal interest in lands identified for Inuit ownership prior to finalization of land identification.

## C. IMPLEMENTATION

1. The Final Agreement shall be accompanied by an implementation plan which identifies the responsibility of Canada, the GNWT and the Inuit for carrying out and paying for implementation tasks. The implementation plan shall:

- a) identify in detail the activities required to fulfil the commitments in the Final Agreement; identify who is responsible to carry out particular tasks; identify the timeframe, the costs and which party will bear these costs;
- b) identify GNWT or federal legislation or regulations which will be affected by the Final Agreement, identify any amendments proposed to give effect to the Final Agreement, and provide information on impacts of all new or existing regulatory regimes relevant to the settlement;
- c) identify costs within the estimated \$96 million (1989) in one time costs and \$12.3 million (1989) in annual costs. These costs require further refinements. The one time cost includes \$6 million to be provided to TFN for establishment of Inuit institutions. The annual implementation costs are to be escalated by an inflator and be subject to Cabinet confirmation at the time of the Final Agreement; and
- d) include a training plan to be consistent with implementation plans.

### 2. Preparation of Plans

The parties involved in preparation of the implementation plan will be Canada (lead responsibility DIAND, with input from other departments), the GNWT and TFN. Issues requiring clarification of agreements shall be referred to the main negotiating table, and policy guidance shall be provided by the CCSC, if required.

### 3. Federal Responsibilities

Federal departments will be responsible for implementing provisions within their areas of responsibility. Expenditures of federal departments which are directly attributable to provisions of the Final Agreement, which would not have been made by departments in the course of carrying out their normal responsibilities and which cannot be funded out of existing reference levels, will be considered by the Treasury Board for funding from central sources, within the overall limits noted in paragraph 1 above.

### 4. Financial Arrangements with GNWT

The Chief Federal Negotiator may indicate to the GNWT that the Government of Canada is prepared to enter into an agreement to cover significant new and incremental costs which must be borne directly by the GNWT, that are directly attributable to the provisions of the Final Agreement. Costs of a transitional nature shall not extend beyond seven years, and will be considered for funding from central sources within the overall limits noted in paragraph 1 above. Ongoing costs may take the form of an increase in the base of the federal-territorial financing arrangements, again within the overall limits noted in paragraph 1 above.

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