

**PRESENTATION TO THE
SENATE COMMITTEE ON
ABORIGINAL PEOPLES**



**IMPLEMENTATION OF THE
NUNAVUT LAND CLAIMS
AGREEMENT**

NUNAVUT TUNNGAVIK INCORPORATED

**OTTAWA
FEBRUARY 26, 2008**

Honourable Senators,

On behalf of Nunavut Tunngavik Incorporated (NTI) I would like to express my appreciation to you for this opportunity to express our views on implementation of the Nunavut Land Claims Agreement. My name is James Eetoolook, and I am Acting President of NTI. NTI is the organization that represents Nunavut Inuit, particularly with respect to responsibilities and obligations flowing from our 1993 Land Claims Agreement.

The fundamental purpose of our organization is contained in our mission statement:

“Inuit economic, social and cultural well-being through implementation of the Nunavut Land Claims Agreement.”

It is the pursuit of this mission which brings us here today.

I am aware that this Committee has carried out studies and made important recommendations in relation to Aboriginal economic development, as well as with regard to specific claims. The Committee is now giving attention to the difficult area of modern land claims agreements and their implementation. There are major problems with implementation, and I commend you for making this complex area the centre of your attention for the present.

The signing of our land claims agreement in 1993 marked the beginning of a new relationship between us and the Government of Canada. This was not a “cash-for-land” transaction. Our land claims agreement is a complex document, the product of two decades of discussion, research, and negotiation. When we signed, we saw it as a new covenant that would shape our place in Canada for generations to come.

Accomplishments

Important parts of our Agreement have been carried out. For example, under Article 29, the final instalment on the \$1.148 billion capital transfer was received by Nunavut Trust in May last year, as required. As well, and of tremendous

importance, a separate territory and Government of Nunavut was created, as provided for in Article 4. This caught international attention, and deservedly so, for it was the first change to the jurisdictional map of Canada since Newfoundland and Labrador joined the nation in 1949.

Dividing the Northwest Territories and establishing a Government of Nunavut was a tremendous task. It was completed because it was a high-profile matter with Parliament's clear support. Political will was behind it. There was a clear mandate and, importantly, 1999 was fixed as the date for the legal establishment of Nunavut. We insisted that this date be stated clearly in the *Nunavut Act*, and that was a wise decision, for it established a clear statutory deadline against which we all had to work. Despite the enormous challenges, the creation of Nunavut was carried through smoothly, and with remarkable good will.

It is appropriate to mention another aspect of our land claims agreement that had immediate effect. Article 2 provided certainty to the Government of Canada and to industry regarding title to land. This was through the cession, release, and surrender of our Aboriginal rights and title to land and waters, throughout the settlement area, including the off-shore. In this way "clear title" was provided to the Government of Canada, and this provides the basis for a coherent resource management regime for the entire territory. The Nunavut Economic Forum's 2004 paper *Qanijjuq*, emphasizes the importance of this to the developing economy:

"Nunavut has one land claim and one process to follow anywhere in the territory. The NLCA provides a solid legal and regulatory framework for Nunavut's governance and economic development. It establishes certainty for investors."¹

But when we read Article 2, we note that ceded our Aboriginal title for the rights and benefits defined in the land claims agreement.

Our Agreement is founded on a transaction: certain rights were ceded, released and surrendered, but there has been a short-fall in implementing key provisions of the Agreement. We are still waiting for some of the rights and benefits promised.

¹ *Qanijjuq: Preparing for the Journey*, Nunavut Economic Forum, 2004, P. 27.

The Implementation Record: Independent Reviews

First Implementation Review: 1993-1998

Acting under the sponsorship of the Nunavut Implementation Panel, two multi-year reviews of implementation of the Nunavut Land Claims Agreement have been conducted by independent consultants.

Stretching to more than 250 pages, the first review was published in 2000 and concluded that of 193 obligations, 98 were “substantially complete,” 46 were “partially complete,” and 49 were “largely unmet,” leading the review team to give implementation a “fair” or “C” grade.

The review team noted:

“A pattern of missed deadlines and slow starts, a lot of unproductive and extended discussions, backsliding on obligations, loss of corporate memory and capacity, and the consumption of resources without a full result.”²

Importantly the review team did not find willful obstruction by any party, and said that barriers to implementation success tended to be “systemic or process-related.”

“The Review Team’s observations on the behaviour of individuals indicated that most individuals have constructive intentions. Where aberrant behaviour does exist, it often has a systemic cause.”³

This review identified lack of implementation in many areas including Parks and Conservation Areas, Inuit employment in government, government contracting, and environmental monitoring. The reviewers urged the Nunavut Implementation Panel to take a more strategic and leadership perspective, but this has not happened and won’t until individuals on the Panel have the mandate, authority and seniority to commit the Government of Canada.

² *Implementation of the Nunavut Land Claims Agreement: an independent 5-year review, 1993 to 1998*, P. 5.

³ *Implementation of the Nunavut Land Claims Agreement: an independent 5-year review, 1993 to 1998*, P. 10.

Particularly revealing in the first review was the conclusion of the review team that:

“At present, there is no clear and comprehensive picture of the [financial] resources available to the implementation effort.”⁴

Remarkably, the Government of Canada did not know how much money was available to implement the Nunavut Land Claims Agreement.

Second Implementation Review: 1998-2005

The second review runs to more than 300 pages and was published in 2006. It repeated many of the comments and conclusions of the first review particularly those relating to monitoring of implementation, dispute resolution and the dysfunctionality of the Nunavut Implementation Panel. The review concluded that “there is much more work to be done to fully achieve the objectives in all areas of the NLCA.”⁵ It further warned that “Many beneficiaries are hopeful, but there are also those who are very discouraged and have lost faith or are losing faith.”⁶ In this context the reviewers urged the parties to identify strategic priorities and to use the Nunavut Land Claims Agreement to address socioeconomic challenges and to improve progress towards the overall objectives of the agreement. The reviewers made trenchant comments, with which NTI agrees, on the performance of the Government of Canada in implementing the agreement and in preventing arbitration from being used to resolve disputes. These comments are important, so we quote them in full:

“Greater certainty and accountability is required on the part of the Government of Canada. We understand that part of the difficulty in concluding on key issues has been that there are sometimes many layers of federal approval required for final conclusion on key issues. In some cases discussions are held sequentially, and as new federal parties become involved, all of the stakeholders have to revisit certain issues. This process of attempting to invest time and effort in working together to find solutions, only to have a third party (e.g. another federal person or

⁴ *Implementation of the Nunavut Land Claims Agreement: an independent 5-year review, 1993 to 1998*, P. 8.

⁵ PriceWaterhouseCoopers, *Independent Review: Implementation of the Nunavut land Claims Agreement, 1998-2005*, P. 2.

⁶ PriceWaterhouseCoopers, *Independent Review: Implementation of the Nunavut land Claims Agreement, 1998-2005*, P. 7.

department) nullify, or severely reduce the plans does a disservice to all parties. This burden is borne disproportionately by GN and NTI. Their budgets are fixed, from previous negotiation with the Government of Canada. For them to commit resources to engaging in activities which they have no influence or control over the outcome is not fair. This matter is also present with non-financial issues. In part, this is about building trust. But it is more than that. The problem is not that the people at the table cannot be trusted; most interviewees agreed that all of the people involved had the right intentions. The issue of trust, at least in terms of trusting the Government of Canada, is that *the process itself conveys no certainty or accountability to the parties involved in working through problems and developing solutions.*⁷

These comments support NTI's conclusion that the federal government and its manner of operating and dealing with land claims implementation issues is the source of many of the problems that prevent the complete implementation of the Nunavut Land Claims Agreement.

Periodic reviews by independent third parties have documented implementation problems and made sensible recommendations to resolve them. Since the 1990s, modern treaties include review provisions. But the "system" in Ottawa seems to have huge difficulties in digesting conclusions from these reviews and responding to recommendations, even when there is all-party agreement that they are correct and reasonable. Even when action is promised, it takes far too long to actually happen. The transaction costs of getting things done are inordinately high.

A Systemic Problem

It may be suggested that many implementation problems reflect different interpretations of the wording of the agreements and their legal import. While there are such cases, this is not the nub of the problem. The fact that the Government of Canada has vetoed, as a matter of principle, every NTI proposal to arbitrate disagreements—the blanket reason seems to be that arbitration may have financial implications—is a sure indication of chronic implementation failure.

⁷ PriceWaterhouseCoopers, *Independent Review: Implementation of the Nunavut Land Claims Agreement, 1998-2005*, P. 11.

Nor is it correct to suggest that implementation difficulties with our agreement reflect relationship problems between the Parties. Over the years NTI has maintained good relations with the federal government even when we have disagreed in specific matters.

Difficulties most frequently arise when the meeting of obligations requires some departure from the usual path: that is, when creativity, administrative leadership, and co-ordination within government are required.

When he appeared before you, Michael Wernick, DIAND's Deputy Minister, said something very important and revealing. He said he could not compel anyone outside DIAND to do anything to implement land claims agreements. Instead, he noted that committees of civil servants consider implementation matters.

Land claims agreements are not self-executing, and it appears that responsibility for implementing them is dispersed within the federal government, with little overall direction. Under the *DIAND Act*, DIAND has responsibility for Aboriginal peoples, as well as for the territories, but DIAND is not a central agency: it is a line department that cannot direct another.

If we were to look at federal priorities like official languages or human rights legislation, we would not encounter this "explanation" for inaction. In each case there is an independent Commissioner, reporting direct to Parliament, and the departments indeed take their obligations seriously. Commissioners have also been appointed to address Conflict of Interest and Ethics, Privacy, Information, and Sustainable Development as well as Human Rights and Official Languages. This ensures that all these policy areas are addressed in a non-partisan and highly accountable manner. Modern treaties require similar institutional commitment.

As the Land Claims Agreements Coalition has emphasized our treaties are with the Crown—the Government of Canada—not with DIAND. So, when federal agencies are ignorant of their obligations under our Agreement, which is often the case, and they focus instead on implementing departmental policy, who can compel them to do otherwise? Until someone is in charge and accepts responsibility for implementation, the objectives of our agreement won't be attained and the honour of the Crown won't be upheld. Committees of civil servants to look at

implementation are obviously needed, but we all know that committees too frequently result in meetings and memos rather than decisions and action.

It may be that DIAND is pressing hard to get other federal agencies to focus on implementation issues but with limited success. This is the view presented to you by Mr. Wernick. If this is the case it may reflect DIAND's lack of seniority in the federal family. We cannot verify this as a general version of what goes on in interdepartmental committees. Another plausible explanation is that DIAND does a poor job of motivating and co-ordinating federal agencies and is a part, perhaps a key part, of the problem.

From a functional perspective many federal agencies including environment, fisheries and oceans, natural resources, foreign affairs and international trade, and others have significant roles in implementing land claims agreements. So does the Treasury Board of Canada. Federal agencies have to be fully engaged, involved and orchestrated, if the Crown's obligations and duties under our agreement are to be carried out. The record indicates that we cannot rely on DIAND to conduct the federal orchestra. This raises a major question: should we get a new conductor?

We could spent a great deal of time talking about specific implementation issues but have confined ourselves to four examples—general monitoring, turbot quotas, IIBAs for parks and conservation areas, and government contracting—for illustrative purposes.

General Monitoring Agreements

Article 12.7.6 of the Nunavut Land Claims Agreement says:

“Government, in co-operation with the Nunavut Planning Commission, shall be responsible for developing a general monitoring plan and for directing and co-ordinating general monitoring and data collection.”

Fifteen years after the effective date of the Agreement, a general monitoring plan still has not been developed even though both implementation reviews have pointed out that it should be. In September 2004, NTI even petitioned the Auditor

General of Canada to persuade the Government of Canada to implement this Article.

The contribution of Inuit to affirmation of Canada's Arctic sovereignty is recognized in the Nunavut Land Claims Agreement.⁸ Virtually all who are involved in asserting Canada's sovereignty accept that monitoring what goes on in our territory is required if we are to persuade other states to our view. Article 12.7.6 remains unimplemented, notwithstanding its sovereignty enhancing potential.

Marine Areas and Adjacent Fisheries

It is remarkable that, even as this Committee studies the implementation of land claims agreements, further violations occur. Most notably, on January 30 of this year, the Government of Canada approved the transfer of the greater part of the total allowable catch of the commercial turbot in the OB marine area (adjacent to Baffin Island) between southern commercial interests. This decision was taken without consulting the Nunavut Wildlife Management Board, contrary to Article 15 of the Nunavut Land Claims Agreement.

Article 15.3.7 of the Nunavut Land Claims Agreement states that:

“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 . . .”

Over the past 15 years, NTI has engaged in extensive lobbying efforts (and occasional litigation) to convince successive Ministers of Fisheries, and their officials, to increase Nunavut's share of the valuable commercial turbot quota in Division OB, to the level that adjacent jurisdictions hold in the rest of Canada. In all other parts of Canada, fishing interests in adjacent jurisdictions receive 80-95% of the quota in their adjacent waters. In contrast, Nunavut fishers have access to only 27% of the total allowable catch in Division OB.

⁸ See Preamble and Article 15.1.1 (c) of the *Nunavut Land Claims Agreement*.

On January 30 the Department of Fisheries and Oceans (DFO) transferred 1,900 tonnes of the commercial turbot quota from one fishing company⁹, owned by non-Inuit in southern Canada, to others.¹⁰

Had this 1,900 tonnes been allocated to Nunavut, it would have raised Nunavut's commercial quota in division OB from 27% to 61.8%, greatly enhancing the viability of Nunavut's emerging fisheries. The principle of adjacency and economic dependency, provided for in Article 15.3.7, was disregarded.

As well, Article 15.3.4 of the Nunavut Land Claims Agreement provides for a consultation process, which was ignored along with 15.3.7.

Article 15.3.4 states that:

“Government shall seek the advice of the Nunavut Wildlife Management Board 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 following is what happened.

On January 9, 2008 DFO officials suggested a meeting with NTI, the Government of Nunavut and the Nunavut Wildlife Management Board to discuss turbot issues in Division OB. The meeting was scheduled for February 13.

Before this meeting took place, late on Friday, January 18, the Nunavut Wildlife Management Board received a fax from DFO referring to a proposal from the current license holder to transfer its entire 1,900 tonne turbot allocation to two other “offshore companies (non-Nunavut interests).” The letter cited Article 15.3.4 of the Nunavut land Claims Agreement and requested comments on the proposal by Monday, January 21 “so that a recommendation can be made to the Minister for his decision.”

The Nunavut Wildlife Management Board responded by writing to the Minister of Fisheries and Oceans on January 21, stating that it required “adequate notice,

⁹ Seafreez Foods Inc.

¹⁰ Clearwater Seafood Limited Partnership and Labrador Fishermen's Union Shrimp Company.

disclosure and a reasonable opportunity to respond.” The Board requested a full briefing from DFO and “adequate time to consider the matter and render its advice to you.”

On February 13, representatives from NTI, the Government of Nunavut, the Nunavut Wildlife Management Board and the Baffin Fisheries Coalition met with the DFO officials and were advised that the decision had in fact been taken by DFO on January 30, without further discussion.

Public statements by DFO officials on this issue, stating that a request was made for a Nunavut "right of first refusal" before this decision was taken, have been highly misleading.

Overall, these events show contempt for the Nunavut Land Claims Agreement, and copies of correspondence on this issue are annexed to this submission.

Impact Benefits Agreements: Protected Areas

The Nunavut Land Claims Agreement contains Articles that require government to negotiate Inuit Impact and Benefit Agreements (IIBAs) for protected areas in Nunavut, including National and Territorial Parks, Historic Sites, Migratory Bird Sanctuaries, National Wildlife Areas and others. These IIBAs offer such benefits as training opportunities and seed capital for Inuit tourism providers and enhancement of cultural interpretation through oral history and archaeological projects. They also address Inuit participation in planning and management. These IIBAs must be renegotiated periodically, which means the benefits to Inuit will be realized for generations to come.

To date, the only IIBAs which have been concluded and funded are two IIBAs negotiated with Parks Canada for National Parks (North Baffin Umbrella IIBA and Ukkusiksalik IIBA). The reason for this is that Parks Canada secured funding for these IIBAs prior to the Agreement’s ratification. Other IIBAs that Inuit have attempted to conclude since 1993 have been stymied by lack of funding. Under the Nunavut Land Claims Agreement, all the IIBAs should have been completed by 1998.

An Umbrella IIBA for Territorial Parks was completed with the Government of Nunavut in 2002, but the funding for this IIBA is dependent on the federal government providing funding under the Implementation Contract, which expired in 2003. The Implementation Contract has not been successfully renegotiated and is the subject of litigation.

Nunavut Inuit began discussing an Umbrella IIBA for National Wildlife Areas and Migratory Bird Sanctuaries with the Canadian Wildlife Service (CWS) in 1998. However, CWS was unable to identify a source of funding such that negotiations could commence until 2002. In 2002, CWS finally notified NTI that it was prepared to negotiate an IIBA based on a figure of \$8.3 million. Negotiations went forward on that basis and were substantially completed in 2004. From 2004 to the present, however, Environment Canada has been unable to conclude this agreement for lack of a source of funding. As of today, a submission has yet to be made to Treasury Board for approval of funding for this IIBA.

Inuit are also currently negotiating two other IIBAs, one for Canadian Heritage Rivers, and one for National Historic Sites. Although the Heritage Rivers negotiations have been underway since 2004, DIAND has yet to reveal its financial mandate, if it has one.

The lengthy processes associated with finding adequate funding for Canada to fulfil these obligations has delayed the conclusion, not only of the above agreements, but also the negotiation of others in line behind them.

Article 24: Government Contracting

Article 24 concerns federal and territorial government contracting, and is of great importance to Inuit, since government expenditures are the prime driver of the Nunavut economy. An obligation is placed on the Government of Canada to develop a policy regarding Inuit firms for all federal contracts in Nunavut. This procurement policy is to be developed in close consultation with NTI and shall have the following objectives:

- Increased participation by Inuit firms in business opportunities in Nunavut;

- Improved capacity for Inuit firms to compete for government contracts; and
- representative Inuit employment in the Nunavut labour force.

To implement this article, NTI negotiated the Nunavummi Nangminiqaqatunit Iqajuuti (the “NNI Policy”) with the Government of Nunavut. Under this Policy, Inuit firms that are registered with NTI receive a 7% advantage when they bid on government tenders. If also registered with the Government of Nunavut as a “Nunavut Business”, an Inuit firm may be able to secure a 21% bid tender advantage over a non-Inuit, non-Nunavut-based company.

All in all, the NNI Policy provides a good example of how a policy can be developed to implement an important article of the Nunavut land Claims Agreement. As well, the Government of Nunavut publishes contracting data on an annual basis, so that the effectiveness of the NNI Policy in meeting the objectives of Article 24 can be gauged.

At the federal level, to date, no comprehensive policy has yet been developed to meet the requirements of Article 24. The Treasury Board has circulated to all government departments a directive to follow the requirements of land claims agreements, but in NTI’s view this directive does not meet the requirements of Article 24. NTI’s views on this are supported by the findings of the second five-year implementation review.

Nevertheless one federal department which is entitled to some credit in this respect is the Department of National Defence (DND). DND has negotiated agreements with NTI for the clean-up of old DEW-line sites, covering environmental standards, contracting, and post-clean-up monitoring. In the contracting process, DND has generally achieved on-site Inuit employment levels in excess of 70% while the Inuit firm contracting levels have also amounted to more than 70% of the dollar value of contracts awarded.

NTI has been seeking a similar agreement, to those we have with DND, with regard to the contaminated sites which are the responsibility of DIAND. We are hopeful that the gaps between us can be closed with regard to this particular process.

In general, NTI has been forced into a “bit-by-bit” approach by the federal government. As PriceWaterhouseCoopers remarked of other implementation areas:

“while there are many examples of key accomplishments, we found that many of these are isolated to specific initiatives, and there has not been widespread progress across all fronts.”¹¹

As an example, comprehensive contracting data has not been gathered by the federal government to allow us to assess the success or failure of contracting processes in meeting the objectives of Article 24. Such failures to monitor are a widespread shortcoming in land claims agreement implementation.

We understand that the Treasury Board Secretariat is currently working on developing new policy relating to the monitoring and reporting of federal contracts in land claims settlement areas.

The Way Forward

As you probably are aware, In December 2006 NTI launched a major legal action to compel the Government of Canada to live up to its obligations in the Nunavut Land Claims Agreement.

Without discussing the details of the court case, it is important that you realize that the commencement of court proceedings followed desultory and failed negotiations with DIAND to renew the 10-year Implementation Contract.

Under the Nunavut Land Claims Agreement, an Implementation Contract was negotiated in 1993 to cover implementation funding for the next ten years. This contract expired in 2003. It has not been renewed, though negotiations for its renewal began in 2001. In 2004 DIAND walked away from the negotiating table, and in 2005 former Justice Thomas Berger was brought in as a Conciliator. NTI endorsed Justice Berger’s Interim and Final Reports but we saw no effective action from the Government of Canada and even no apparent interest in meeting

¹¹ *Second Independent Five Year Review of the Nunavut Land Claims Agreement*, PriceWaterhouseCoopers, 2006, P. 7.

with Justice Berger. In December, 2006 NTI commenced the litigation earlier referred to. We took this course of action as a last resort, and the Committee may wish to note that:

“The Land Claims Agreements Coalition Leaders regret the circumstances that have forced NTI into mounting this litigation.”¹²

Inuit have an earned reputation for working co-operatively with the Government of Canada to find win-win outcomes. But this approach only works with a partner committed to full implementation of the agreement with the mandate and authority to make key decisions.

In early December, 2007 the Land Claims Agreements Coalition appeared before this Committee to explain its position on the implementation of agreements. As a member of the Coalition, NTI remains of the opinion that the Government of Canada should adopt a policy to fully implement modern treaties and we urge this Committee to support this view in its report, and to recommend that the Government of Canada work to draft such a policy together with the Coalition.

Deputy Minister Wernick was not enthusiastic about such a policy when he appeared before this committee. This was surprising and disappointing for such a policy would strengthen the ability of his department to conduct the federal orchestra. In a very frank and surely controversial statement he suggested it may not make much difference--a policy may suffer the same fate as key clauses in the Nunavut Land Claims Agreement and other modern treaties—unimplemented. It is worth reflecting on the implications of his statement. Is this an admission that the Government of Canada is chronically incapable of implementing modern treaties?

Dispute Resolution

Resolving disputes is critical to ensuring progress in implementing of land claims agreements. Both five-year reviews have supported effective dispute resolution.

¹² “Land Claims Agreements Leaders Adopt Political Declaration”, Ottawa, December 6, 2006.

The first review considered this in the context of disagreements relating to the Institutions of Public Government, and stated:

“this issue has not been managed well and has become a material irritant in the implementation environment. Working relationships are being soured and will become a barrier to success in other areas if it is not addressed. The Panel needs to take charge of this issue and get a resolution. . . . If the Panel chooses not to make a decision, this matter would be a useful test case for the Arbitration Board.”¹³

Dispensing with the idea of using arbitration as a “test case”, the second five-year review concluded:

“There must be an effective dispute resolution process in place. . . . The inability to have anything go to an arbitration board, despite the clear intent of this as illustrated by Article 38 has resulted in *problems and disputes persisting indefinitely*.”¹⁴

Joe Linklater said to you on behalf of the Council of Yukon First Nations that modern treaties are underused as vehicles to improve the lives Aboriginal peoples. He is correct. So what should you recommend to the Government of Canada to ensure comprehensive land claims agreements are implemented to achieve their objectives?

You heard in early December from the Land Claims Agreements Coalition that the Government of Canada should approve a formal land claims implementation policy. NTI agrees with this position. We suggest you recommend to the Government of Canada that it adopt a land claims agreements implementation policy that:

1. Acknowledges that modern treaties are solemn, constitutional documents and that the honour of the Crown demands that they be fully and comprehensively implemented;
2. Acknowledges that modern treaties are between Aboriginal signatories and the Crown, not the Department of Indian Affairs and Northern

¹³ *Implementation of the Nunavut Land Claims Agreement: an independent 5-year review, 1993 to 1998*, P.9.

¹⁴ PriceWaterhouseCoopers, *Independent Review: Implementation of the Nunavut Land Claims Agreement, 1998-2005*, P. 11 (emphasis added).

Development, and commits all agencies of the Government of Canada to comply with them;

3. Commits the Government of Canada to efficient and effective interdepartmental and intergovernmental co-ordination to implement modern treaties;
4. Accepts the recommendations of the Auditor General of Canada that implementation ensure that results are measured against stated objectives;
5. Ensures that senior representatives of the Government of Canada, with clear mandates and authority bring co-ordinated, government-wide perspectives to modern treaty implementation;
6. Commits to incorporate the recommendations of independent reviews into the work of implementation panels and committees;
7. Commits to remove structural and procedural barriers in the budgetary system of the Government of Canada which impede full implementation;
8. Commits to resolving disputes, including those of a financial nature, through mediation, joint research, external legal opinions, joint information gathering, monitoring and arbitration; and
9. Promotes implementation of modern treaties to achieve social, economic, cultural and environmental policy objectives.

The most important recommendation that the Senate Committee can make deals with the machinery of government to implement modern treaties. In this regard we have two substantive recommendations:

1. Establish a Land Claims Agreements Implementation Commission overseen by a Commissioner of Modern Treaties, to be established by statute and perhaps housed in the Office of the Auditor General of Canada. The commission would evaluate and audit implementation of modern treaties,

report annually to the Parliament of Canada, and advise the Government of Canada and Aboriginal signatories; and

2. Establish a Bureau of Modern Treaties in the Privy Council Office with the mandate to ensure that agencies of the Government of Canada take a coordinated perspective in fulfilling the Crown's modern treaty responsibilities.

Finally, we suggest that the Committee endorse the proposition that the implementation policy be drafted by the Government in co-operation with the Land Claims Agreements Implementation Coalition.

NTI would like to close by noting the appeal of the Land Claims Agreements Coalition of 2006:

"The Land Claim Agreements Coalition calls upon Canada to honour the spirit, intent and broad socio-economic objectives of all modern land agreements -- and thereby ensure the development and inclusion of Aboriginal peoples in this modern, thriving country called Canada."¹⁵

¹⁵ "Land Claims Agreements Leaders Adopt Political Declaration", Ottawa, December 6, 2006.