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NUNAVUT

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A PROPOSAL FOR THE SETTLEMENT OF INUIT LANDS
IN THE
NORTHWEST TERRITORIES



This is not the full legal text of the Land Claims Proposal. Complex legal wordings have been eliminated and the text has been re-written in basic English. However, all sections and subsections included in the legal version are also included in this version.

AGREEMENT-IN-PRINCIPLE

AS TO THE

SETTLEMENT OF INUIT LAND CLAIMS

IN THE

NORTHWEST TERRITORIES AND THE YUKON TERRITORY

BETWEEN: The Government of Canada

AND: Inuit Tapirisat of Canada

SHORT ENGLISH VERSION

FEBRUARY 27, 1976.

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SUMMARY

OF

INUIT LAND CLAIMS SETTLEMENT PROPOSAL

1. Four basic goals of the settlement are to:
 - (1) preserve Inuit identity and the traditional way-of-life so far as possible;
 - (2) enable Inuit to be equal and meaningful participants in the changing North and in Canadian society;
 - (3) achieve fair and reasonable compensation or benefits to the Inuit in exchange for the extinguishment of Inuit claims;
 - (4) protect and preserve the Arctic ecology and environment.

2. In order to achieve the first goal, the Agreement-in-Principle includes:
 - (1) The creation of Nunavut Territory, where the Inuit will be a majority for the foreseeable future (Part Four);
 - (2) The Inuit having strong control over hunting, trapping and fishing (Part Five);
 - (3) The Inuit owning at least 250,000 square miles which will give the Inuit a large land base, better control over development activities on and under those lands, and better control over community growth (Part Six);
 - (4) The Inuit receiving royalties from development, (Part Nine);
 - (5) A special Social and Economic Program (Part Ten);
 - (6) Better planning and land use management of public lands (Part Eleven);

3. In order to achieve the second goal, the Agreement-in-Principle provides for:
 - (1) Inuit being very involved in all Government activities through the creation of Nunavut and special training programs (Part Four);
 - (2) Inuit participation in land use planning and management (Part Eleven);
 - (3) A very extensive Social and Economic Program (Part Ten);
 - (4) An Inuit Development Corporation (Part Eight), funded through royalties (Part Nine);
4. Compensation or benefits in the settlement include:
 - (1) surface title to lands (Part Six); and
 - (2) royalties from development (Part Nine), and through further royalties funding the Social and Economic Program (Part Ten).
5. The settlement provides for better protection for the Arctic ecology and environment (Part Eleven).
6. Taking into account the values of Inuit and other Canadians, the Agreement-in-Principle is a fair settlement in the best interests of both the Inuit and Canada.

GENERAL STATEMENT OF POLICY

1. The Inuit of the N.W.T. have a claim to large parts of land and water in northern Canada, because of their traditional rights to the land.
2. The Government of Canada has given money to I.T.C. to do research into those rights and to prepare a Land Claim Proposal.
3. The Government of Canada and I.T.C. agree that they don't want to take this Land Claim to court, because it would be fair to the Inuit and more practical to settle the Land Claim by negotiations.
4. I.T.C. and the Government of Canada agree that the Land Claim will be:
 - (a) fair and reasonable to Inuit.
 - (b) preserve the old Inuit way-of-life and culture.
 - (c) make sure that Inuit can participate in Canadian society like all other Canadians.
 - (d) protect the wildlife and the land of the Arctic.
5. This document is the Agreement-in-Principle between the Government of Canada and I.T.C. about Land Claims.
6. I.T.C. and the Government of Canada agree that this is only an Agreement-in-Principle, and is not legal until a Final Agreement is signed.
7. The Final Agreement will be based on this Agreement-in-Principle, and once signed, will be put into law by the Parliament of Canada.
8. I.T.C. and the Government of Canada agree to negotiate on a Final Agreement containing the same things as the Agreement-in-Principle, no later than 18 months after the Agreement-in-Principle has been signed.

PART ONE

INTERPRETATION

PART ONE

INTERPRETATION

S.101 For the purpose of this Agreement, the term:

"Commercial Usage" means:

the hunting, fishing or trapping of wildlife for the purpose of selling meat, fish, or furs on the commercial market, but does not include the taking of wildlife for the purpose of inter-settlement trade;

"Community Hunters and Trappers Committee" means:

an association of Inuit established in accordance with Part Five of this Agreement;

"Community Hunting Area" means:

the various areas of Nunavut as constituted by Part Five of this Agreement;

"Conservation" means:

the most wildlife to be taken without upsetting the balance of wildlife species, as determined by scientists, but taking into account the Inuit way-of-life.

"Development Activities" means:

all activities on Inuit lands excepting hunting, fishing, trapping, travelling over the land, recreation or camping on the land for less than three months.

"Inuit" means:

all of those people known as Inuit or Eskimos who are enrolled as provided in Part Three or who are members of an Inuit community corporation;

"Inuit Community" means:

the following communities (including, for greater certainty, nearby camps) in the Northwest Territories:

Aklavik	Cambridge Bay	Eskimo Point
Arctic Bay	Cape Dorset	Frobisher Bay
Baker Lake	Chesterfield Inlet	Gjoa Haven
Bathurst Inlet	Clyde River	Grise Fiord
Bay Chimo	Coppermine	Hall Beach
Broughton Island	Coral Harbour	Holman Island

Igloolik	Pond Inlet	Sanikiluaq Harbour
Lake Harbour	Rankin Inlet	Spence Bay
Paulatuk	Resolute Bay	Tuktoyaktuk
Pangnirtung	Repulse Bay	Whale Cove
Pelly Bay	Sachs Harbour	New Settlement

and for the purposes of this Agreement other than Part Six, includes any new Inuit communities established from time to time and recognized as such by resolution of the Board of Directors of the Inuit Tapirisat of Canada.

"Inuit Community Corporation" means:

a corporation established in accordance with Section 201;

"Inuit Lands" means:

those lands selected by the Inuit as provided for in Part Six;

"Inuit Regional Corporation" means:

a corporation established in accordance with Section 202;

"Land Use Planning and Management Commission" means:

the Land Use Planning Commission established according to Part Eleven;

"Minister"

the Minister of the Department of Indian Affairs and Northern Development;

"New Settlement" means:

The settlement to be established according to Section 413;

"Nunavut" means:

that Territory to be established according to Part Four;

"Nunavut Advisory Council on Game" means:

the body established by Part Five of this Agreement;

"Royalties" include:

- (a) royalties, as generally known, that is, a percentage of the gross value of production;
- (b) bonuses;
- (c) revenues from net profit sharing or net profits tax;
- (d) rentals;

- (e) any other payments related to the ownership of the lands by the Inuit;

but excludes:

- (a) any administrative fees mentioned in the Canada Mining Regulations, the Oil and Gas Land Regulations or the Territorial Coal Regulations, provided these fees do not exceed the values mentioned in these Regulations as they were September 1, 1975;
- (b) any taxes of general application related to the activities on Inuit lands; and
- (c) for greater certainty, any revenues obtained by the Inuit as a result of financial participation through an agreement of consent.

"Social-Economic Fund" means:

the fund to be established according to Part Ten;

"Sport and Recreational Usage" means:

the hunting or fishing of wildlife by a person who is not doing so for subsistence usage;

"Subsistence Usage" means:

the hunting, fishing or trapping of wildlife for the purpose of food, clothing, or livelihood, including for the purpose of inter-settlement trade, as defined from time to time by the Nunavut Advisory Council on Game;

"Surface" means:

the surface of the land, the beds of rivers, the bottom of lakes and ponds, and the seabed of the offshore waters within Nunavut Territory, as it exists in its natural state from time to time before any construction or moving of rocks by men;

"Wildlife" means:

all manner of fauna to be found in Nunavut;

PART TWO

GENERAL MATTERS

- S.201 Each Inuit Community shall set up a corporation that can't make money. It shall follow Canadian Laws.
- S.202 (1) The Inuit Community Corporations in each region of Nunavut shall set up a regional corporation.
- (2) Only Inuit Community Corporations can be members of a regional corporation.
- S.203 (1) Money coming from royalties cannot be taxed at the time it is paid to Inuit Development Corporation or I.T.C. However, if this money is used to make more money, the money that is made can be taxed.
- (2) Inuit people holding shares in the Inuit Development Corporation cannot be taxed on the value of these shares.
- (3) There will be no taxes for 20 years after the Final Agreement, on anyone who sells shares in the Inuit Development Corporation.
- (4) After 20 years the money made on the sale of shares in the Inuit Development Corporation can be taxed. The amount that can be taxed is the difference between the value of the shares when they are sold and their estimated value at the date of the Final Agreement.
- (5) There will be no tax on the receipt of those lands recognized as Inuit lands in the Final Agreement.
- (6) There will be no tax for 20 years on the sale of Inuit land.
- (7) After 20 years are up, the money made on the sale of Inuit lands can be taxed. The amount that can be taxed is the difference between the value of the land when it's sold, and the value of the land at the 20-year date.
- (8) There will be no taxes on the ownership of lands owned by community corporations or any regional corporation.
- (9) Anything owned by I.T.C., an Inuit Community Corporation or a Regional Corporation, the Inuit Development Corporation, or by any Inuk that is given or sold to another Inuk, cannot be taxed. This shall be free for 20 years after the Final Agreement is made.
- (10) No Inuit Community Corporation or anything it owns can be taxed.
- (11) No Inuit Regional Corporation or anything it owns can be taxed.

PART TWO

GENERAL MATTERS

- S.204 When the Final Agreement is made into a law of Canada, if any other law of Canada is in conflict with that law, the Final Agreement will be stronger.
- S.205 Because of the signing of the Final Agreement, the Inuit of the N.W.T. agree to give up their rights to everything that isn't covered in the Final Agreement.
- S.206 When the Government of Canada and I.T.C. can't agree on details made after the signing of the Final Agreement, it will be brought before a group of arbitrators. It will consist of one arbitrator named by I.T.C., one named by the Government of Canada, and one named by both. If both parties can't agree on the third arbitrator, he shall be a judge of the Federal Court of Canada. Both I.T.C. and the Government will have to obey all decisions of the arbitrators.
- S.207 To get the Final Agreement going as soon as possible, the Minister of Indian Affairs and Northern Development will act as the Government of Nunavut until that Government has been properly set up.
- S.208 (1) I.T.C. will pay back to the Government of Canada all money given and loaned to it for the Land Claims Project within 10 years after the Final Agreement has been signed. After the Agreement has been signed, I.T.C. will also pay 6 per cent annual interest on that money until it's all paid back.
- (2) If there is not enough money to cover a minimum budget of I.T.C. then the Government of Canada agrees to postpone this repayment for another 10 years.
- (3) The "minimum budget" will be agreed upon in the Final Agreement.

arbitration

PART THREE

ELIGIBILITY AND ENROLLMENT

PART 3

ELIGIBILITY AND ENROLLMENT

S.301 For the purpose of this Agreement, "INUK" is:

1. (a) a citizen of Canada
- (b) alive when the Final Agreement is signed
- (c) has at least 1/4 Inuit blood
- (d) either lives in the N.W.T. now, or was born in the N.W.T., or has lived in the N.W.T. for at least 10 years.

Or:

2. (a) alive when the Final Agreement is signed, and is a natural or adopted child by law or Inuit custom of anyone who comes under 1.

Or:

3. (a) alive when the Final Agreement is signed, and is a member of an Inuit Community Corporation.

- S.302 (1) Anyone who is an Inuk according to S.301, 1. or 2. and says so to the Minister of D.I.A.N.D. within four years of the signing of the Final Agreement, will be enrolled to take part in this Land Claim settlement.
- (2) Anyone who wants to be enrolled must prove to D.I.A.N.D. that he/she is an Inuk according to S.301, 1. or 2. and the decision of D.I.A.N.D. will be final.
- (3) Once the Final Agreement has been signed, D.I.A.N.D. shall act as quickly as possible to enroll Inuit, and must finish enrolling all Inuit within five years after the Final Agreement has been signed.

- S.303 (1) Each Inuit Community Corporation shall decide who can become a member of the Corporation and can be enrolled in the Land Claim settlement. Anyone joining the Corporation after five years of the signing of the Final Agreement cannot be enrolled in the settlement.

PART FOUR

NUNAVUT TERRITORY

PART 4

NUNAVUT TERRITORY

- S.401 This Agreement sets up a new Territory called "Nunavut" including the following:
- (a) That part of the Yukon Territory north of the hills between the sea and the Yukon River, including all harbours and other inland waters.
 - (b) That part of the N.W.T. north of the tree-line, including all harbours and other inland waters.
 - (c) All the lands, including the mineral and other natural resources, of the seabed and from the low-tide mark towards land, of the lands described in (a) and (b). Also if the Federal and Provincial Governments agree in future to divide up the seabed and anything from the low-tide mark towards the sea, that Nunavut will be divided up in the same way.
- S.402 Nunavut will be made up of all the lands and waters north of a boundary which will be agreed upon in the Final Agreement. When the boundary is being set up, the following guidelines will be used:
- (a) As many as possible of the people allowed to participate in this Land Claims settlement will be included in Nunavut.
 - (b) All Inuit communities will be included in the Territory of Nunavut.
 - (c) All areas where Inuit hunt, fish and trap to support their families, and have done so within the past 50 years, will be included in Nunavut, except for the area close around Inuvik.
 - (d) All areas that used to be included in the Arctic Islands Game Preserve will be included in Nunavut.
 - (e) The boundary of Nunavut shall roughly be the same as shown on the map in Appendix A.
- S.403 The Nunavut Territorial Government will have the same responsibilities as the Government of the N.W.T. and the Yukon, except for what is said in S.404, 405, 406.

- S.404 Only people who are 18 years old or over, and have lived in Nunavut for five years or more, will be allowed to participate in Territorial and local (municipal) elections.
- S.405 Nunavut shall have three official languages - Inuktitut, English and French, and all official documents should be published in the three languages. Education up to grade 8 will be made available in Inuktitut.
- S.406 Nunavut will have its own Territorial police force similar to the provincial police forces of Ontario and Quebec.
- S.407 The Government of Canada will continue to provide the same kind of support to the Government of Nunavut as is given to the Governments of N.W.T. and Yukon Territory, the money being given for the same kind of uses as in the N.W.T. and Yukon, unless the Nunavut Government and the Federal Government agree otherwise.
- S.408 The capital and administrative centre of Nunavut will be located in one of the existing Inuit communities, more or less in the centre of Nunavut, such as in Baker Lake.
- S.409 The Government of Canada will pay all expenses to set up the working place for the Nunavut Government, including:
- (a) the construction or buying of government buildings
 - (b) the construction of roads, water delivery and sewage disposal services, and houses for government workers
 - (c) building an airport
 - (d) setting up telephone and radio systems for communication
 - (e) building schools going up to Grade 12
 - (f) building a hospital
- S.410 (1) The Government of Canada declares that one of the main objectives for creating Nunavut is to make sure that the number of Inuit compared to the number of non-Inuit working at all levels in the Government, is the same as the number of Inuit compared to the number of non-Inuit, in Nunavut.
- (2) The Government agrees that the first Commissioner of Nunavut shall be a member of an Inuit Community Corporation and must speak Inuktitut and English.

Inuit employment
S.411 (1) To help the Government to carry out the objective of S.410, the Social-Economic Fund will be used for special training and education programs for Inuit, with advice being asked from the Nunavut Government, until the objective of S.410 has been reached. The Government of Canada will make interest-free loans to the Social-Economic Fund until it has enough money to carry out these training programs.

- (2) The training programs will follow these guidelines:
- (a) They will include on-the-job training of Inuit.
 - (b) Each Inuk working for the Government can spend 1/3 of his working time in a training program, until he is able to fill a permanent position or until he has reached the level of education required for his present job.
 - (c) In the capital of Nunavut, at least 25 per cent of everyone working, and in other parts of Nunavut, at least 50 per cent of everyone working, must be Inuit able to go into training programs, unless the Nunavut Government can prove to the Minister that not enough Inuit can be found to work to reach these percentages.

S.412 Up to five years after the signing of the Final Agreement, any Inuk living outside Nunavut but inside the N.W.T., can move to a place inside Nunavut, and his moving expenses will be paid by the Government of Canada.

S.413 Within seven years after the signing of the Final Agreement, the Government of Canada, in consultation with I.T.C. and the Inuit of the Western Arctic, will create a new settlement inside Nunavut, in the MacKenzie Delta north of Aklavik. However, the Government will not have to do this unless the I.T.C. can prove within two years of the signing of the Final Agreement that at least 400 Inuit want to move to the new settlement.

S.414 The Government of Canada will pay all costs of building the new settlement including (also other things not written here):

- (a) planning the new settlement
- (b) designing and building roads, water delivery and sewage disposal services, a fire hall and a garage, and other things used in local government.
- (c) designing and building a school up to Grade 8 and a library.

- S.414
- (d) designing and building public health facilities.
 - (e) laying out commercial and private lots of land.
 - (f) designing and building a community centre, a transient centre and a community hall.
 - (g) the cost of moving all Inuit who want to move to the new settlement from outside of Nunavut.
- S.415
- The Government of Canada agrees that the objective of ethnical composition stated in S.410 (1) will apply to its own employees in Nunavut.
- S.416
- The Government of Canada agrees to give to the Nunavut Government, ownership of all undeveloped land owned by the Government of Canada, and all land, buildings, and objects owned by the Government of the N.W.T. within each community.

PART FIVE

HUNTING, FISHING, AND TRAPPING RIGHTS

PART 5

HUNTING, FISHING AND TRAPPING RIGHTS

- S.501 (1) A Nunavut Council on Game is to be established.
- (2) It will have eleven members. Two appointed by the Nunavut Council; one by the Federal Department of the Environment, one by the Federal Department of Fisheries and the remainder by the community Hunters and Trappers Committees.
- (3) The Nunavut Council on Game shall have the following rights:
- (a) advise the Territorial and Federal Governments about quotas and how game can be protected.
 - (b) advise how Nunavut can best be divided into community hunting areas.
 - (c) advise the Territorial and Federal Governments about changes to laws to do with wildlife and about proposed new wildlife laws.
 - (d) to advise the Federal Government about Canada's proposed position with other countries on wildlife in Nunavut.
 - (e) to advise the Territorial and Federal Governments about how their own game departments are doing their job in Nunavut.
 - (f) to advise the Territorial and Federal Governments about how more Inuit can be employed in all kinds of work having to do with game in Nunavut.
 - (g) to decide how to divide quotas for Schedule III species between those who hunt for food, for sport, and to earn money.
 - (h) to hold public hearings in Nunavut on anything to do with how game is being used in Nunavut.
 - (i) to provide someone to represent Nunavut to go with any Canadian group meeting with other countries about game in Nunavut.

- S.501 (4) The Nunavut Council on Game will be paid for by the Government of Canada for the first ten years, and then by the Government of Nunavut.
- S.502 (1) Each community corporation will set up a community Hunters and Trappers Committee.
- (2) These committees will have the following role:
- (a) to advise the Nunavut Council on Game on anything it (the Association) deals with.
 - (b) to let the Nunavut Council on Game know how many animals or fish of Schedule III species that hunters will need for food.
 - (c) to administer and give out the quota for Schedule III species to hunters for food.
 - (d) to decide who shall get licenses to trap animals in Schedule II.
 - (e) to decide how quotas should be given out for Schedule I or II species.
 - (f) to decide whether or not non-Inuit can hunt Schedule I species.
 - (g) to encourage and help Inuit to develop their own businesses having to do with wildlife.
- S. 503 (1) Only Inuit shall have the right to hunt animals named in Schedule I (polar bear, muskox, marine mammals) for food and to earn money within Nunavut (including the sea and sea ice attached to it), except when sub-section (2) says otherwise.
- (2) A Community Hunters and Trappers Association may allow non-Inuit to hunt Schedule I animals for sport within their community hunting areas, and can set rules that the non-Inuit will obey while hunting.

- S.504 No one can get a licence to trap animals in Schedule II (furbearers) without the permission of the Community Hunters and Trappers Association in the area he wants to trap.
- S.505 (1) Quotas will be set up for the hunting and fishing of Schedule III species. The Nunavut Council on Game shall decide whether or not these species can be hunted for food, for sport, or to earn money by consulting with the community Hunters and Trappers Committee for Nunavut, and keeping in mind the following guidelines:
- (a) Those who hunt for food will have priority in hunting.
 - (b) If those who hunt for food need to use the whole quota to get enough game, they will be able to.
 - (c) If they don't need all of the quota, the game they don't need can be given to those who hunt for sport and to earn money.
- (2) The Nunavut Council on Game shall have the final say as to how the quotas are given out.
- S.506 (1) The local Hunters and Trappers Associations shall administer and give out the quotas for their area.
- (2) The Government of Nunavut or the Fisheries Branch of the Government of Canada shall administer and give out the quota for sport and commercial hunters, depending on whether or not the quotas are for game or for fish.
- S.507 (1) Only after asking the advice of the Nunavut Council on Game, can the Federal or Territorial Government change a law or make a new law about wildlife in Nunavut.
- (2) Only after asking the advice of the Nunavut Council on Game can the Federal Government make any deals with other countries about wildlife in Nunavut.
- (3) No new wildlife business, such as hunting lodges, camps, or canneries shall be given a licence by the Federal or Territorial Governments unless it is supported by the Nunavut Council on Game. When deciding who to accept for such licences, the Nunavut Council on Game shall choose first those businesses run by local hunters who hunt for food.

- S.508 The Federal and Territorial Governments shall try hard to make sure that the number of Inuit, compared to the number of non-Inuit, working in all game departments, is the same as the number of Inuit, compared to the number of non-Inuit, working in Nunavut.
- S.509 No one shall do wildlife research in Nunavut unless:
- (a) the community Hunters and Trappers Association of the area he/she is interested in, have agreed;
 - (b) he/she agrees to give the community Hunters and Trappers Association a copy of all his/her reports.
 - (c) he/she must try to hire local Inuit to work on his project and if he cannot, he must prove why not.
- S.510 This Agreement will seek to have Parliament change the Migratory Birds Convention Act to read as follows:
- "This Act (The Migratory Birds Act) does not apply to Inuit hunting for food in Nunavut."
- S.511 (1) The Government of Nunavut and the Nunavut Council on Game will divide Nunavut up into community hunting areas, each of which will be the hunting, trapping and fishing area for an Inuit Community Corporation.
- (2) Where two communities share a hunting area, then any consent needed in that area must come from both communities' Hunters and Trappers Committees.
- S.512 (1) The Government of Canada may set the number of animals in Schedule I which can be hunted, in order to protect them from vanishing.
- (2) The Government of Nunavut may set the number of animals in Schedule II which can be trapped, in order to protect them from vanishing.
- (3) The Governments of Nunavut and Canada may set the number of animals or fish in Schedule III which may be taken in order to protect them from vanishing, except if S.513 says otherwise.
- (4) Before the Government of Nunavut and Canada do the above, they must ask the advice of the Nunavut Council on Game.
- S.513 The Government of Canada shall set the number of caribou to be hunted in Nunavut and the N.W.T., giving first choice to hunters that hunt for food.

- S.514 All money collected from hunting licences (Schedule I) and trapping licences (Schedule II) will be paid to the Inuit Community Corporations.
- S.515 Part Five of this Agreement will be put into effect as soon as possible after this Agreement has been signed, and the Government and I.T.C. will agree on a timetable to do this.

Schedule I

All marine mammals

Polar Bear

Musk-ox

Schedule II

All furbearing animals

Schedule III

Caribou

Black Bear

Grizzly Bear

All birds, including migratory birds, that are presently hunted for food.

All fish presently being taken for food.

PART SIX

INUIT LANDS

PART SIX

INUIT LANDS

- S.601 The Inuit will be entitled to select at least 250,000 square miles of lands, called "Inuit Lands", which they will own except for any rocks, oil and gas, coal or minerals, or any other resource 1,500 feet or more below the surface.
- S.602 From time to time, the I.T.C. consulting with the Inuit Community Corporations and the Government of Canada, will choose where these "Inuit Lands" will be, following these rules:
- (a) All Inuit Lands will be situated within Nunavut.
 - (b) The Final Agreement will contain a timetable telling when the I.T.C. will have to choose the lands.
 - (c) The I.T.C. will choose blocs of Inuit Lands from time to time, each time giving reasons as to why it wants that land.
 - (d) If the Government of Canada doesn't object to any choice of land within two months after it has been told about it by I.T.C., that choice of land will be approved.
 - (e) If the Government of Canada objects to any choice of land, it must write to I.T.C. within two months [as in (d)] telling I.T.C. why it objects, and also proposing other areas of land of equal value close to the one it objects to, that it would allow I.T.C. to choose.
 - (f) After this has been done, I.T.C. can either choose another area of land, keeping in mind the Government's objection, or can ask to negotiate with the Government about the area that they object to.
 - (g) If the I.T.C. and the Government still can't agree after three months of negotiations, or if the Government refuses to negotiate, the whole question will be looked into by an Arbitrator (described in S.206).
 - (h) The shape and location of a piece of "Inuit Lands" will be agreed upon by the Government and I.T.C.

- S.603 The pieces of Inuit Lands chosen by I.T.C. will be owned by the Inuit Community Corporations, and I.T.C. shall decide which Corporation shall own each piece, following the rules of S.604.
- S.604 The I.T.C., consulting with the Inuit Community Corporations, shall choose pieces of Inuit Lands to be owned by the Corporations, following these rules:
- (a) Each Inuit Community Corporation will own lands of at least 2,500 square miles and at the most 8,500 square miles, provided that the total of all community lands isn't over 200,000 square miles.
 - (b) A Community Corporation can give its land [as in (a)] to another Corporation.
 - (c) The I.T.C. shall decide how much land each Community Corporation shall get, keeping in mind how much land the community needs for food and money. The amount of land will depend not just on the number of people in the community.
 - (d) The land chosen for each Community Corporation will include only areas used any time during the past fifty years for hunting, fishing or trapping by the community, except when (e) says differently.
 - (e) I.T.C. will decide, consulting with the Inuit of Aklavik, Inuvik and Fort McPherson, where the "new settlement" will be located.
 - (f) Inuit Land chosen for each Community Corporation will include, if possible, one piece at least 400 square miles all around the community, but leaving out one square mile (which is the community itself) and any land owned by the Federal Government for airports, power stations, and roads. All the shore twenty-five yards from the water must also be public lands.
 - (g) If the total of all community lands is less than 200,000 square miles, once the final choice has been made, the I.T.C. will choose the rest of the land, which will be owned by I.T.C.

- S.605 The four Regional Inuit Corporations will also choose 50,000 square miles (in one or more pieces) which will be owned by them.
- S.606 The I.T.C. and the Federal Government agree that these 50,000 square miles should (if possible) include:
- (a) Important Inuit hunting and fishing areas.
 - (b) Areas (camps) where Inuit live full-time or part of the time, and twenty-five miles all around these areas.
 - (c) Areas that could contain sand or gravel or any other material of value that can be mined, only less than 1,500 feet below the land surface.
 - (d) Areas that could be used by Inuit for tourism or for other businesses.
 - (e) Areas which could be used to protect wildlife that Inuit use.
 - (f) Areas that were used by Inuit long ago, or burial grounds.
 - (g) Areas that any community, or all Inuit, think are needed for their own reasons.
 - (h) Any areas that might be used for new Inuit communities.
- S.607 The I.T.C. and the Federal Government agree that the 250,000 square miles chosen by the I.T.C. should, if possible, not include:
- (a) Areas which might be used for mining that would go deeper than 1,500 feet below the land surface.
 - (b) Areas which contain military bases or which the Federal Government needs to protect Canada.
- S.608 The Government of Canada agrees that it won't object to any choice of Inuit Lands up to twenty-five miles from any community, unless that land is very important to the whole of Canada.
- S.609 (1) The Inuit Community Corporation that owns a piece of Inuit Lands must agree before anyone looks for or takes out resources 1,500 feet or more below the surface of that land, and that Corporation may make rules before it agrees.

S.609 (2) The Inuit Development Corporation must agree before anyone develops resources 1,500 feet or more below the surface of Inuit Lands and makes a profit of \$100,000. yearly doing this. The Inuit Development Corporation may make rules before it agrees.

S.610 Some rules that can be used are:

- (a) Some Inuit, the I.T.C. or the Inuit Development Corporation might want to take part in development of those resources in a social, economic, managerial or financial way.
- (b) Inuit working in this area must have good living and working conditions.
- (c) Bad effects to Inuit communities or Inuit lands must be paid for.
- (d) Any agreement must stop after ten years.
- (e) Any paperwork for Inuit must be done in Inuktitut.
- (f) Royalties can be asked based on the royalty system set up in Part Nine.
- (g) Anything else important to Inuit could be included.

S.611 Any agreement cannot make the company signing it, pay higher royalties than are written in Part Nine.

S.612 The Government of Canada agrees not to issue any new Land Use Permits or to renew any leases having to do with resources under Inuit Lands unless it gets from the Inuit Development Corporation a letter that states that:

- (a) An agreement has been signed with the company that wants to do the work;

or that:

- (b) The Inuit Development Corporation knows that the I.D.C., I.T.C. or Inuit Community Corporations don't need that kind of agreement.

S.613 (1) Inuit Lands can only be taken away from the Inuit by a special Act of Parliament, and the land taken away must either be exchanged for land of equal value, or must be paid for by the Government.

- S.613 (2) If the Government pays, that money must include the cost of losing hunting, fishing and trapping income to Inuit.
- S.614 A Land Selection Bureau will be set up, and will be paid for by the Government of Canada. It will be run by I.T.C. and will choose Inuit Lands for I.T.C. and the Regional Corporations. It will also inform the Inuit, the Canadian Government and Canadians about Inuit Lands, and will take care of paperwork necessary to choose those lands.
- S.615 If any Inuit Lands are sold by an Inuit Community Corporation or I.T.C., the money shall be divided up like this:
- (a) 70 per cent of it goes to the Inuit Development Corporation.
 - (b) 30 per cent of it goes to Inuit Tapirisat of Canada.

PART SEVEN

EXISTING ALIENATIONS

EXISTING ALIENATIONS

PART 7

(Existing Rights to the Land)

- S.701 Any oil and gas, coal or mineral rights given out by the Government of Canada before this Agreement-in-Principle has been signed, will stay the same for as long as the permit or lease says so, except when S.702 or S.704 says differently.
- S.702 Any oil and gas, coal or mineral lease will only be good for 15 years after the Agreement-in-Principle has been signed, whichever comes first. No lease can be renewed unless the Inuit Development Corporation agree, as in S.612.
- S.703 Any Land Use Permit given out before the Agreement-in-Principle has been signed, will still be good, except when S.704 says differently.
- S.704 (1) The Government of Canada and I.T.C. will choose 50,000 square miles of Inuit Lands. Within these lands, the Inuit Community Corporations will decide what should happen to oil and gas, coal or mineral rights, and Land Use Permits:
- (a) whether or not they should be cancelled;
 - (b) the Community Corporations can set up rules which must be followed if the Permits or rights are continued.
- (2) If the decisions made by Inuit in (1) cost the owner of the Permit or rights money, it will be paid back to him by the Government of Canada.
- S.705 The Government of Canada agrees not to give out any new oil, gas, coal or mineral permits in Nunavut after this Proposal has been given to them, until all Inuit Lands have been selected, unless there has been full consultation with I.T.C.

- S.706 (1) Any Inuk who has bought land from the Government will be refunded the purchase price, along with 6 per cent interest.
- (2) He will not be refunded the price of any buildings on the land.
- (3) Although the purchase price has been refunded, the land will still belong to any Inuk who has bought land from the Government.

PART EIGHT

INUIT DEVELOPMENT CORPORATION

PART 8

INUIT DEVELOPMENT CORPORATION

- S.801 The Inuit Development Corporation will be set up as a business corporation, obeying the laws of Canada.
- S.802 The I.D.C. will have two kinds of shares:
- (a) Class A shares -
those holding a Class A share can vote at I.D.C. meetings, but can't give the share to anyone else.
 - (b) Class B shares -
their value isn't fixed, and a holder of a Class B share can't vote at I.D.C. meetings, and can only give the share when he/she dies. It will be like this for 20 years after the Final Agreement has been signed.
- S.803 (1) Each Inuit Community Corporation gets one Class A share when it starts up.
- (2) The Inuvik Inuit Corporation, which must be non-profit, also gets a Class A share.
- (3) When the Inuvik Inuit Corporation is set up, it will be decided who can be a member.
- (4) Only members of the Inuvik Inuit Corporation can become a Director of the Inuvik Corporation.
- S.804 Every Inuk gets 100 Class B shares when his/her name is written to take part in this Agreement (this is explained in Part 3).
- S.805 (1) The Inuit Development Corporation cannot give out any of the money it makes to shareholders for 20 years after the Final Agreement has been signed.
- (2) For the first 20 years, any money made by the I.D.C. will be used for:
- (a) making new or bigger activities of I.D.C.
 - (b) putting in Canadian banks.
 - (c) making new businesses that are owned by Canadians, or helping old businesses by using I.D.C.'s money to make them more than half-owned by Canadians.
 - (d) buying Canadian bonds.

- S.806 The Inuit Development Corporation will have its main office in Nunavut.
- S.807 The Inuit Development Corporation will take a large part in scientific studies on Inuit lands. To make this easier, the Government of Canada will give I.D.C., free-of-charge, any scientific reports it has about Inuit lands.
- S.808 The Inuit Development Corporation and I.T.C. can exchange money and not be taxed for it.

PART NINE

ROYALTIES

PART 9

ROYALTIES

- S.901 (1) The amount of royalties to be paid by anyone working on Inuit Lands will be fixed in the agreement signed between that person and the Inuit Community Corporation or the Inuit Development Corporation, except when (2) says otherwise.
- (2) When oil or gas, coal or minerals, are taken from the Inuit Lands up to 1,500 feet below the surface, the royalties paid will be:
- (a) Whatever it says in the agreement made, if that agreement was made before the Final Agreement was signed.
- (b) If the agreement is made after the signing of the Final Agreement, Inuit can ask as much royalties as the Federal Government does under its own land. This can be done for 25 years after the signing of the Final Agreement, unless the Government of Canada and I.T.C. agree to change the 25 years to something longer.
- (3) Any royalties paid in (2) must be paid to the Government of Canada.
- (4) Any other royalties will be paid to the Inuit Community Corporations.
- S.902 In Nunavut or the ocean beside Nunavut wherever Canada is allowed to explore, any royalties from oil, gas, coal or minerals below 1,500 feet will be equal to three per cent of the value of that oil, gas, coal or minerals. The value can be calculated by following S.904.
- S.903 (1) The Government of Canada will collect royalties (described in S.901, 902) from companies and give them to I.T.C. the way it says in S.907. If the royalties of S.901 don't equal ten per cent of the value of the oil, gas, coal or minerals, the Government still has to pay I.T.C. ten per cent of that value.

PART 9

- S.903 (2) Royalties of S.902 collected before the signing of the Final Agreement will be kept by the Government of Canada until the Final Agreement is signed, and then paid to I.T.C. as in (1).
- S.904 (1) The value of oil, gas, coal or minerals that has to be used to figure out how much the royalties are, is the amount of money that oil, gas, coal and minerals could be sold for at the place it is produced.
- (2) The amount of money that oil, gas, coal and minerals can be sold for is the price that everyone in other parts of the world pay for it.
- (3) The place where oil, gas, coal and minerals are produced [as in (1)] is where it is made into something that is more worth buying.
- (4) The cost of producing the oil, gas, coal and minerals will be part of its value.
- S.905 The Government of Canada will be responsible for keeping records of the royalties payable to Inuit.
- S.906 For oil, gas, coal and minerals that are both above and below 1,500 feet, the Government of Canada and I.T.C. will agree with each other just how much is above 1,500 feet and how much is below. If they can't agree, it will be taken care of by an arbitrator (see Part 2).
- S.907 The Government of Canada will pay 70 per cent of the royalties to the Inuit Development Corporation and 30 per cent to I.T.C.
- S.908 When the Final Agreement has been signed, the Government of Canada agrees to loan Inuit Development Corporation and I.T.C. up to half of the money that the I.D.C. or I.T.C. thinks it will make in the next five years after the loan is made.

PART TEN

SOCIAL AND ECONOMIC PROGRAM

PART 10

INUIT SOCIAL AND ECONOMIC PROGRAM

S.1001 The Government agrees that Inuit living conditions need improving if Inuit are to be able to live as well as other Canadians. It agrees that special efforts as part of the Inuit Social and Economic Program will be made to upgrade Inuit health, housing, education, etc., while preserving the Inuit way of living as much as possible.

As a part of this Land Claim Settlement, the Inuit Social and Economic Program will not replace other programs the Government must provide to Inuit as Canadians or native people and it does not lessen the Government's normal responsibilities to the Inuit. The Program will be decided upon by Inuit communities, using Inuit ways as much as possible.

S.1002 An Inuit Social and Economic Fund will be created when the Agreement-in-Principle is signed. It will provide the money for individual programs which are to be created and run by the Regional Corporations. The President of each Regional Corporation will be a member of the Board of Trustees for the Fund, along with one representative from I.T.C. and two members appointed by the Government. The Board of Trustees will decide how the money from the Fund will be divided up among different regions and among different programs.

Each Regional Corporation will be responsible for finding out what the communities in its region want and need. It will also make sure Inuit have a say in how other Government programs affecting them are run, and will be responsible for dividing up the money it receives from the Inuit Social and Economic Fund.

To help the communities decide what they need money for, a community resource person will be provided out of the Fund for each settlement. The community resource person will be employed by the community he works in. He will help his community get together and figure out what is wanted and will keep the Regional Corporation informed of any decisions.

S.1003 The Inuit Social and Economic Fund will get royalties of 2 per cent of the value of oil, gas and mineral production calculated the same way the general 3 per cent royalties explained in Part 9. The Fund will not pay taxes on this money unless it is used in a profit-making way. The Fund will stop receiving royalties when the Board of Trustees agrees they are no longer needed.

S.1004 These are some examples of possible programs. They are suggestions only and would be carried out regionally:

- (a) Hunting and Trapping Assistance: a Fur Marketing Agency, assistance for hunters and trappers and other programs to allow Inuit to be hunters and trappers rather than working at a job, when they want.
- (b) An Inuit Housing Corporation: to provide inexpensive housing and subsidize its operation and maintenance.
- (c) An Inuit Food and Health Plan: to provide cheaper food and better health care for Inuit.

PART ELEVEN

PUBLIC LANDS

PART 11

PUBLIC LANDS

- S.1101 It is agreed that all lands in Nunavut, except Inuit Lands (250,000 square miles) and land being used with the permission of the Federal Government, and the offshore seabed are owned by the Federal Government. These are called "Public Lands".
- S.1101 (1) The Government of Canada will set up and pay for a Land Use Planning and Management Commission which will advise the Federal Government how these public lands should be used.
- (2) The Board of Directors of the Land Use Planning and Management Commission will have thirteen members; each elected for five years. They will be:
- (a) 3 people appointed by the Federal Government.
 - (b) 4 people appointed by the Nunavut Government.
 - (c) 3 people appointed by National Environmental and Conservation Associations in Canada.
 - (d) 3 people appointed by I.T.C.
- S.1103 (1) The Land Use Planning and Management Commission will prepare for the Federal and Nunavut Governments, a land use plan and report about public lands within five years after the Board of Directors has been appointed.
- (2) The Land Use Planning and Management Commission can recommend:
- (a) changes in Land Use Regulations; enforcement of them; environmental studies and land management zones.
 - (b) how to use the land better.
 - (c) how to best set up hydro-electric projects.
 - (d) which areas are especially sensitive and need protection.
 - (e) how to best conserve the life on the land.
- S.1104 (1) Before the final plan is finished, the Land Use Planning and Management Commission shall give opinions about how public lands should be used, and the Federal Government must look into these opinions.

- S.1104 (2) The Land Use Planning and Management Commission can freeze at any time, up to 30 per cent of public lands, to save them to make parks and other areas (as in S.1106). The Commission must give the Government one month's notice before imposing a freeze.
- (3) The Land Use Planning and Management Commission can freeze more land if it has the consent of the Government of Canada.
- S.1105 The final plan and any earlier plans will be available to the public, and public hearings will be held in Canada to discuss the plan.
- S.1106 The Government of Canada agrees that at least 30 per cent of public lands will be used for national parks, recreational areas and other activities not harmful to the land. The Land Use Planning and Management Commission shall advise the Government where they should be. These lands can also include areas of the sea if necessary.
- S.1107 (1) If what is said in this Part does not agree with what is said in other Parts of the Agreement, then the other Parts will be followed.
- (2) All hunting rights described in Part 5 apply to all public lands.
- S.1108 The Inuit Development Corporation will be given the first opportunity to tourist businesses, hotels and other businesses on all public lands.

APPENDIX "A"

NUNAVUT TERRITORY

1999

