

**NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE  
(HEREINAFTER REFERRED TO AS THE "AIP")**

**Made with effect as of this 15<sup>th</sup> day of August, 2019**

**AMONG**

**The Government of Canada as represented by the Minister of Crown-Indigenous  
Relations (hereinafter referred to as the "GC")**

**and**

**The Government of Nunavut as represented by the Premier  
(hereinafter referred to as the "GN")**

**and**

**Nunavut Tunngavik Inc. as represented by the President  
(hereinafter referred to as "NTI")**

# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

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## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

**WHEREAS** the Parties believe that the GN should have responsibility for, and jurisdiction over, the management of Public Lands and rights in respect of Waters in Nunavut;

**AND WHEREAS**, the GC wishes to devolve the administration and control of Public Lands and rights in respect of Waters in Nunavut to the Commissioner of Nunavut and for the Legislature of Nunavut to acquire law-making powers governing such administration and control.

**AND WHEREAS**, the GN has expressed its desire for the Commissioner of Nunavut to assume the administration and control of Public Lands and rights in respect of Waters.

**AND WHEREAS**, such devolution shall be effected in a manner that respects the rights of Inuit under the Nunavut Agreement, including rights in relation to Inuit employment with government set out in Article 23 of the Nunavut Agreement.

**AND WHEREAS**, such devolution shall be effected in a manner that respects existing rights in respect of Public Lands and Waters.

**NOW THEREFORE**, the Parties hereby agree in principle as follows:

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise provided, in this AIP:

**“Abandoned Site”** means a site at which one or more Alteration has occurred and in respect of which there is no Operator.

**“Abandoned Operating Site”** has the meaning ascribed to it in section 8.23.

**“Athabasca Denesuline Settlement Area”** means that area set out as the Athabasca Dene Harvesting and Settlement Areas in Nunavut in Schedule B to this AIP.

**“Affected Federal Employee”** means a full-time or part-time indeterminate employee of the GC who has been issued a Notice of Alternative Delivery Initiative pursuant to Part VII of the National Joint Council Work Force Adjustment Directive (Canada) or equivalent provisions of any collective agreement applicable to that employee.

**“Affected Federal Employees Work Plan”** has the meaning in the human resources transitional work plan referred to in section 10.4.

**“Affected Federal Employees Working Group”** has the meaning in the human resources transitional working group referred to in section 10.3.

**“AIP”** means this Nunavut Lands and Resources Devolution Agreement in Principle.

**“Alteration”** means any component of a site, including any construction, work or substance added to or deposited on a site and any alteration of the natural condition of a site, resulting from authorized or unauthorized human activities.

**“Alteration Requiring Remediation”** means an Alteration which has been determined to require Remediation based on the Standards.

**“AMSRP”** means the Abandoned Military Site Remediation Protocol, a set of objectives and standards developed and applied by CIRNAC to address environmental and contaminant conditions specific to the Canadian Arctic in the assessment and remediation of certain Impacted Sites in Nunavut and the Northwest Territories.

**“Appraisal Expert”** means a person with expertise in determining the value of improvements to land on a basis similar to the determination of the Improvement Value.

**“Areas of Equal Use and Occupancy”** has the meaning as set out in section 40.2.2 of the Nunavut Agreement.

**“Business Day”** means a day that is not a Saturday, a Sunday or a statutory holiday in Quebec, Ontario or Nunavut.

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**“CCME Guidelines”** means the Canadian Environmental Quality Guidelines, developed and approved from time to time by the Canadian Council of Ministers of the Environment.

**“Chief Negotiator”** has the meaning attributed to such term in section 3.4.

**“CIRNAC”** means the Department of Crown-Indigenous Relations and Northern Affairs Canada.

**“CNGO”** means the Canada-Nunavut Geoscience Office established and co-funded, and co-managed by the GC and the GN for purposes specified in section 2 of the Canada-Nunavut Geoscience Office [CNGO]: [2013-2018] Renewal Agreement.

**“Collective Agreement”** means the Collective Agreement between the Nunavut Employees Union and the Minister Responsible for the *Public Service Act* (Nunavut).

**“Commissioner”** means the Commissioner of Nunavut appointed pursuant to the *Nunavut Act* (Canada).

**“Commissioner’s Lands”** means lands belonging to Her Majesty the Queen in right of Canada that are under the administration and control of the Commissioner immediately prior to the Transfer Date.

**“Consult”**:

- (a) where NTI is one of the Parties being consulted, means with respect to NTI:
  - (i) to provide NTI with written notice of a matter to be decided, as early as possible in the decision making process, in sufficient form and detail to allow NTI to understand the potential decision and its potential impacts, and to fully prepare and present its views on the matter;
  - (ii) the provision of a reasonable period of time, having regard to any time-frames for the decision established by this AIP, in which NTI may prepare its views on the matter, and the provision of a reasonable opportunity for NTI to present such views to, and discuss such views with, the Party obliged to consult, including, by way of: telephone communications, written communications, and/or in-person meetings;
  - (iii) full and fair consideration of any views presented by NTI, including reasonable efforts by the consulting Party and NTI to reconcile their respective interests and seek to reach consensus on how to address any concerns of NTI, in advance of a decision on the matter; and
  - (iv) the provision of written reasons for the decision by the consulting Party to NTI, where the decision varies from or rejects the views of NTI;
- (b) in any other case, means:

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- (i) to provide to the Party to be consulted notice of a matter to be decided in sufficient form and detail to allow that Party to present its views on the matter;
- (ii) the provision of a reasonable period of time in which the Party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the Party obliged to consult; and
- (iii) full and fair consideration of any views presented by the Party consulted in advance of a decision on the matter.

**“Contingent Settlement Lands”** means lands described in section 19.4.1(a) of the Nunavut Agreement, section 8.8.7 of the Nunavik Inuit Land Claims Agreement, and section 5.8.7 of the Eeyou Marine Region Land Claims Agreement.

**“Devolution Agreement”** means the final Nunavut Lands and Resources Devolution Agreement negotiated pursuant to this AIP.

**“DND-NTI DEW Line Environmental Agreement”** means the “Agreement Between Nunavut Tunngavik Incorporated and Her Majesty the Queen in the right of Canada as Represented by the Minister of National Defence for the Clean-Up and Restoration of Distant Early Warning Sites within the Nunavut Settlement Area (Environmental Provisions)” entered into on September 1, 1998.

**“DND-DEW Line Sites”** means the “DEW Line Sites” as defined in the DND-NTI DEW Line Environmental Agreement.

**“Eeyou Marine Region Land Claims Agreement”** means the land claims agreement between the Crees of Eeyou Istchee and Her Majesty the Queen in right of Canada that is approved, given effect and declared valid by the *Eeyou Marine Region Land Claims Agreement Act* (Canada), which came into force on February 15, 2012, and includes any amendments to that agreement.

**“Encumbering Right”** means a right in respect of Inuit Owned Lands referred to in Part 7 of Article 21 of the Nunavut Agreement or any similar right administered by the GC or the GN pursuant to similar terms of any other Aboriginal land claims agreement or a Settlement Agreement.

**“Existing Interest”** means:

- (a) any right or interest that exists immediately prior to the Transfer Date under a provision of federal Legislation which is repealed or rendered inapplicable to such right or interest by an Act of Parliament implementing the Devolution Agreement;
- (b) any right or interest that exists immediately prior to the Transfer Date under an access order, permit, licence or other authorization, lease or agreement for lease or sale issued, granted or otherwise secured under a provision of federal

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Legislation which is repealed or rendered inapplicable to such right or interest by an Act of Parliament implementing the Devolution Agreement; or

- (c) any right or interest which is a renewal, replacement or successor of a right or interest referred to in paragraph (a) or (b) where a right to such renewal, replacement or successor right or interest exists immediately prior to the Transfer Date,

and for greater certainty, includes any right or interest referred to in paragraph (a), (b) or (c) above that is an Encumbering Right.

**"FDDIPI"** means the Final Domestic Demand Implicit Price Index for Canada published by Statistics Canada.

**"Federal Agent Corporation"** means an "agent corporation" as defined in subsection 83(1) of the *Financial Administration Act (Canada)*.

**"Federal Area"** means any lands under the administration and control of the GC and any land on which is situated an Impacted Site for which the Management is the responsibility of the GC.

**"Federal Building"** means a non-residential building in Nunavut under the administration and control of either Public Works Canada or CIRNAC including the parcel of land upon which the building is situated.

**"Federal Compensation"** means the sum of the dollar value of an Affected Federal Employee's Federal Salary, Federal Employer Pension Contribution, Federal Vacation Leave Value, and the Federal Isolated Post Benefits.

**"Federal Department"** means:

- (a) a department named in Schedule I to the *Financial Administration Act (Canada)*;
- (b) a division or branch of the federal public administration named in Schedule I.1 to the *Financial Administration Act (Canada)*; or
- (c) a "departmental corporation" as defined in section 2 of the *Financial Administration Act (Canada)*.

**"Federal Employer Pension Contribution"** means the projected annual employer contribution to the Public Service Pension Plan that would have been made by the GC in respect of an Affected Federal Employee for the year beginning on the Transfer Date if that Affected Federal Employee would have remained a federal employee.

**"Federal Isolated Post Benefits"** means the dollar value of the environmental allowance, cost of living differential allowance, shelter cost differential allowance, fuel and utilities differential allowance and vacation travel assistance allowance components of the National Joint Council Isolated Post and Government Housing Directive (Canada) in effect at the date the job offer

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from the GN referred to in section 10.11 is made and calculated on the basis of that employee's entitlement to receive those allowances on that date.

**"Federal Salary"** means the salary, including any supervisory differential and any salary equalization adjustments, paid by the GC to an Affected Federal Employee at that employee's substantive level of appointment, as defined in the Policy on Terms and Conditions of Employment (Canada), and as set out in collective agreements between the Treasury Board of Canada and federal public service sector unions, or, for an unrepresented, excluded or executive Affected Federal Employee, means the salary paid by the GC to that employee at that employee's substantive level of appointment, as defined in the Policy on Terms and Conditions of Employment (Canada), and as determined by the Treasury Board of Canada.

**"Federal Service"** means the period of service with the GC which is recognized by the GC for the purposes of calculating an entitlement to a particular benefit immediately prior to the Transfer Date.

**"Federal Term Employee"** means a full-time or part-time employee of the GC who is appointed for a specified period of time and whose employment ceases at the expiration of that specified period.

**"Federal Vacation Leave Value"** means the dollar value of the number of hours of vacation leave an Affected Federal Employee would have been entitled to as a federal employee for the year beginning on the Transfer Date based on that employee's Federal Salary.

**"Final Inventory of Sites"** means the final inventory of sites referred to in section 8.9.

**"Gas"** means natural gas including coal-bed methane and all substances produced in association with natural gas.

**"Ghotelnene K'odtjneh Denesujine Settlement Area"** means that area set out as the Ghotelnene K'odtjneh Denesujine Settlement Area (Nuh Nene) in Schedule A to this AIP.

**"GN Collective Agreement"** means the Collective Agreement between the Nunavut Employees Union and the Minister responsible for the *Public Service Act* (Nunavut) in effect at the Transfer Date.

**"GN Pay System"** means the Hay Group Guide Chart – Profile Method used as a pay system by the GN or any successor pay system used by the GN.

**"Impacted Site"** means an Abandoned Site where an Alteration Requiring Remediation exists.

**"Implementation Plan"** means the Implementation Plan referred to in section 14.5.

**"Implementation Planning Committee"** means the Implementation Planning Committee established pursuant to section 14.1.



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**“Improvement Value”** means a determination of the fair actual value of the improvement, at the time the GC takes, or has relinquished to it, administration and control of the land, calculated in accordance with the method for calculating the fair actual value of improvements to land set out in territorial Legislation of general application relating to the assessment of taxes on real property in Nunavut.

**“Insolvency Event”** means the occurrence of any of the following events:

- (a) an Operator:
  - (i) files a voluntary application for a bankruptcy order or files any proposal or notice of intent to file a proposal, or files any application or otherwise commences any action or proceeding seeking reorganization, arrangement, consolidation or readjustment of its debts or securities or which seeks to stay or has the effect of staying, any creditors, or for any other relief under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies’ Creditors Arrangement Act* (Canada) or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, territorial, state or federal, now or hereafter existing, or consents to, approves of or acquiesces in, any such application, proposal, action or proceeding;
  - (ii) applies for or acquiesces in the appointment of a receiver, assignee, monitor, liquidator, sequestrator, custodian or trustee or similar official (whether or not on an interim or permanent basis) for it or for all or any part of its assets;
  - (iii) makes an assignment for the benefit of creditors; or
  - (iv) is unable generally to pay its debts as they become due;
- (b) an involuntary application for a bankruptcy order or proposal is filed or an action or proceeding is otherwise commenced seeking reorganization, arrangement, consolidation or readjustment of the Operator’s debts or securities or for any other relief under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies’ Creditors Arrangement Act* (Canada) or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, territorial, state or federal, now or hereafter existing; or
- (c) a receiver, assignee, liquidator, administrator, sequestrator, custodian, trustee, monitor or similar official (whether or not on an interim or permanent basis) is appointed for the Operator or for all or any part of the Operator’s assets.

**“Inuit”** has the same meaning as set out in the Nunavut Agreement.

**“Inuit Firm”** has the same meaning as set out in section 24.1.1 of the Nunavut Agreement.

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**"Inuit Owned Lands"** has the same meaning as set out in the Nunavut Agreement.

**"ISMC"** means the impacted sites management committee referred to in section 8.73.

**"IT Assets"** means all telecommunication related and computing related assets, including computer hardware, computer software and supporting network infrastructure such as cabling, hubs and switches, owned by the GC, immediately prior to the Transfer Date, dedicated to or used by NAO or CNGO for those functions related to the administration and control of Public Lands and rights in respect of Waters which will no longer be performed by the GC after the Transfer Date.

**"Leased Staff Housing Units"** means a residential accommodation unit leased by the GC and provided by the GC to an Affected Federal Employee.

**"Legislation"** means legislation of Parliament or the Legislature in force from time to time and all regulations and subordinate legislation of such Parliament or Legislature in force from time to time.

**"Legislature"** means the Legislature for Nunavut established pursuant to section 12 of the *Nunavut Act* (Canada).

**"Listed Federal Building"** means a Federal Building on the list appended to and forming part of the Devolution Agreement pursuant to section 11.2.

**"Makivik"** has the meaning set out in the *Nunavik Inuit Land Claims Agreement Act* (Canada).

**"Management"** means, in respect of an Impacted Site, the process of the identification, assessment and Remediation of that Impacted Site.

**"Minerals"** means precious or base metals or other non-living naturally occurring substances that are, or were before production, part of land, whether solid, liquid or gaseous, including coal but not including Oil, Gas or water.

**"Mineral Revenues"** means revenues derived by the GN from:

- (a) a specific tax imposed by the GN on the exploration, production and development of Minerals which, for greater certainty, does not include corporate income tax; and
- (b) royalties, licences, rentals or other fees related to the exploration, production and development of Minerals.

**"Moveable Assets"** means the tangible personal property located in Nunavut and owned by the GC immediately prior to the Transfer Date and used solely in relation to those NAO or CNGO functions related to the administration and control of Public Lands and rights in respect of Waters which will no longer be performed by the GC after the Transfer Date, including chattels, equipment (including laboratory equipment and water monitoring stations), furniture,

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motor vehicles and IT Assets and any documents of title in the possession of the GC related to such tangible personal property but, for greater certainty, not including any chattel paper, money or securities, accounts, instruments or other intangible personal property that are not documents of title.

**"NAO"** means the Northern Affairs Organization of CIRNAC as it relates to Nunavut.

**"NEB"** means the National Energy Board set out in the *National Energy Board Act (Canada)*.

**"Net Fiscal Benefit"** means the amount of Resource Revenues that is not offset against the Territorial Formula Financing Payment pursuant to sections 13.2 and 13.3.

**"New Site Requiring Remediation"** means an Abandoned Operating Site, Unlisted Site or Remediated Site which is determined to be a New Site Requiring Remediation pursuant to sections 8.42, 8.47 or 8.65.

**"Nunavik Inuit Land Claims Agreement"** means the land claims agreement between the Nunavik Inuit and Her Majesty the Queen in right of Canada that is approved, given effect and declared valid by the *Nunavik Inuit Land Claims Agreement Act (Canada)*, which came into force on July 10, 2008, and includes any amendments to that agreement.

**"Nunavummiut"** means all residents of Nunavut.

**"Nunavut"** means the territory of Nunavut as established by the *Nunavut Act (Canada)*.

**"Nunavut Agreement"** means the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada, executed on May 25, 1993 and ratified, given effect and declared valid by the *Nunavut Land Claims Agreement Act (Canada)* and entered into force on July 9, 1993, and includes any amendments to that agreement.

**"Nunavut Settlement Area"** has the meaning as set out in section 3.1.1 of the Nunavut Agreement.

**"NuPPAA"** means the *Nunavut Planning and Project Assessment Act (Canada)*.

**"Oil"** means crude petroleum, regardless of gravity, produced at a well-head in liquid form and any other hydrocarbons, except Gas. It includes hydrocarbons that may be extracted or recovered from surface or subsurface deposit of oil sand, bitumen, bituminous sand or oil shale or from other types of deposits, but does not include coal.

**"Oil and Gas Revenues"** means all revenues derived by the GN, for the Onshore, from the issuance and administration of Oil and Gas exploration, production and development rights, including royalties, licence fees, well-head taxes, levies, forfeited work expenditure deposits and non-refundable or forfeited rentals and cash bonus bids, but does not include:

- (a) any other revenues accruing to the GN through taxes or similar levies, even if those levels of revenues are influenced by resource development activity; and

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- (b) taxation revenue associated with Oil and Gas operations which, in a province, would normally accrue to the GC.

**"Onshore"** means:

- (a) lands, including lands under water, that lie landward of the low water line (ordinary high water mark in respect of Settlement Lands) of the sea coast of the mainland or any naturally occurring permanent island in that part of Canada lying north of the sixtieth parallel of north latitude and east of the boundary described in Schedule I of the *Nunavut Act* (Canada) and not within any province;
- (b) lands, including lands under water, that lie landward of the low water line (ordinary high water mark in respect of Settlement Lands) of the sea coast of the islands in Hudson Bay, James Bay or Ungava Bay that are not within any province; and
- (c) lands under water within Small Enclosed Bays along the sea coast of the mainland or any naturally occurring permanent island in that part of Canada referred to in (i) and (ii), above.

**"Operating Site"** means a site listed in Part A of the Preliminary Inventory of Sites and any site which is not an Abandoned Site at the Transfer Date.

**"Operator"** means a person legally responsible, other than as set out in the Devolution Agreement, for the care, maintenance or Remediation of a site.

**"Owned Staff Housing Units"** means a residential accommodation unit under the administration and control of either Public Works Canada or CIRNAC and includes the parcel of land upon which the building is situated.

**"Parliament"** means the Parliament of Canada established pursuant to section 17 of the *Constitution Act, 1867*.

**"Party"** means a party to this AIP and "Parties" means all of the parties to this AIP unless otherwise specified.

**"Post-Devolution Strategy"** means the Post-Devolution Human Resources Development Strategy referred to in section 9.2 of this AIP.

**"Preliminary Inventory of Sites"** means the preliminary inventory of sites referred to in section 8.1.

**"Public Lands"** means any land in the Onshore, or any interest in such land, that belongs to Her Majesty the Queen in right of Canada and includes beds of bodies of waters, Minerals, Oil, Gas and buildings, structures, improvements and other fixtures, on, above or below the surface of the land, except for:

- (a) Commissioner's Lands; and

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- (b) such other lands, or any interest therein, specifically excluded from transfer pursuant to the terms of the Devolution Agreement.

**"Public Works Canada"** means the Department of Public Works and Government Services Canada.

**"Qualification Standards"** means the qualification standards established by the Treasury Board Secretariat of Canada for the federal core public administration by occupational group or classification.

**"Record"** means a record of information, regardless of physical form or medium, including: correspondence, memoranda, electronic mail, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microfilms, sound recordings, videotapes, machine readable records, facsimiles, facsimile transmittal records, and facsimile activity reports.

**"Released Site"** means any site listed in Part D of the Preliminary Inventory of Sites and any site in respect of which the GC will be released from responsibility to Remediate pursuant to the Devolution Agreement in accordance with sections 8.22, 8.36, 8.52, 8.56 or 8.57 or any other provision of this AIP.

**"Remediate"** or **"Remediation"** means the prevention, minimization or mitigation of damage to human health or the environment by an Alteration through the development and application of a planned approach to remove, destroy, contain or otherwise reduce availability of contaminants to receptors of concern, and to remove, destroy or contain safety hazards and includes monitoring required by a licence, permit or other authorization.

**"Remediated Site"** means:

- (a) any site listed in Part C of the Preliminary Inventory of Sites; and
- (b) any site which is determined to be a Remediated Site pursuant to section 8.33 or 8.37.

**"Resource Revenues"** means the sum of Mineral Revenues, Oil and Gas Revenues, and Water Revenues due to and received by the GN through this Agreement as a result of the Commissioner's administration and control of Public Lands and rights in respect of Waters but does not include amounts in respect of:

- (a) any Settlement and Land Claims Agreement Payments paid or payable in respect of such revenues,
- (b) any payment, whether in money or in kind, to the GN as owner or part owner of the produced resource;
- (c) any payment provided to the GN for the recovery of the administrative costs of an application or a service provided; or

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- (d) any such revenues in respect of an Encumbering Right to be accounted for and paid by the GN, or by the GN on behalf of the GC, to an Aboriginal group pursuant to the terms of an Aboriginal land claims agreement or a Settlement Agreement.

**"Settlement Agreement"** means an agreement listed on the list of Aboriginal land claims agreements referred to in section 4.26 or deemed to be included in such list pursuant to section 4.27.

**"Settlement and Land Claims Agreement Payments"** means payments to an Aboriginal group of any amount equivalent to a percentage of resource royalties received by GN in a year pursuant to the terms of an Aboriginal land claims agreement or a Settlement Agreement, including the payments referred to at section 25.1.1 of the Nunavut Agreement, section 15.1.1 of the Nunavik Inuit Land Claims Agreement and section 23.1 of the Eeyou Marine Region Land Claims Agreement.

**"Settlement Lands"** means lands in Nunavut the title to which is vested in an Aboriginal party to a Settlement Agreement pursuant to the terms of that Settlement Agreement and includes Inuit Owned Lands.

**"Site Requiring Remediation"** means any site listed in Part B of the Preliminary Inventory of Sites.

**"Small Enclosed Bays"** means any coastal indentation where both:

- (a) the distance of a straight line across the entrance of the indentation at the low-water line (ordinary high-water mark in respect of Settlement Lands) measures 4 kilometres or less; and
- (b) the area of the indentation, including any islands or parts of islands lying within the indentation, is greater than that of a semicircle whose diameter is the distance of the straight line across the entrance of the indentation at the low-water line (ordinary high-water mark in respect of Settlement Lands).

**"Staff Housing Unit"** means a residential accommodation unit provided by the GC to an Affected Federal Employee.

**"Standards"** means the standards applicable to the Remediation of an Alteration as determined pursuant to section 8.16, 8.17, 8.18, 8.19 or 8.20.

**"Straddling Resources"** means a "pool" or "field" as those terms are defined in section 2 of the *Canada Oil and Gas Operations Act* (Canada) which straddles the "offshore", as defined in section 6.1, and the Onshore.

**"Territorial Formula Financing Payment"** means the payment payable to the GN from the GC for a fiscal year as determined under Part I.1 of the *Federal-Provincial Fiscal Arrangements Act* (Canada), or any successor Legislation or program governing the financial arrangements between the GC and the GN.

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**“Transfer Date”** means the date upon which the federal Legislation amending or repealing and replacing the *Nunavut Act* (Canada) in accordance with subsection 5.6(a) comes into effect.

**“Transferred Staff Housing Unit”** means a residential accommodation unit provided by the GC to an Affected Federal Employee that is the subject of a transfer of administration and control to the GN or of an assignment of the GC’s leasehold interest to the GN pursuant the Devolution Agreement.

**“Transitional Strategy”** means the Transitional Human Resources Development Strategy referred to in section 9.1 of this AIP.

**“Unlisted Site”** means any site that is an Abandoned Site, as at the Transfer Date, located on Public Lands and is not listed in the Preliminary Inventory of Sites or the schedule of sites to the Devolution Agreement referred to in section 8.5 as varied pursuant to section 8.8.

**“Waters”** means any inland waters on or below the surface of land Onshore, whether in a liquid or frozen state, except for waters or rights in respect of waters that are excluded from transfer pursuant to the Devolution Agreement.

**“Water Revenues”** means revenues derived by the GN from the sale or disposition of rights in respect of Waters, which, for greater certainty, does not include corporate income tax.

### **Headings and Internal References**

1.2 The headings used in this AIP and its division into chapters, sections, subsections, paragraphs, schedules and other subdivisions do not affect its interpretation. Unless the context otherwise requires, references in this AIP to chapters, sections, subsections, paragraphs, schedules and other subdivisions are to those parts of this AIP.

### **Reference to Statute**

1.3 Unless otherwise specified, any reference in this AIP to any statute includes all regulations and subordinate legislation made under that statute.

1.4 Unless otherwise specified, references to Legislation are to be construed as a reference to that Legislation as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

### **Number**

1.5 Unless the context requires otherwise, words importing the singular number include the plural and vice versa.

### **Use of Term “Including”**

1.6 Unless otherwise specified, use of the word “including” means “including without limitation,” and use of the word “includes” means “includes without limitation.”

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### **Reference to a Party**

- 1.7 A reference to one Party or two Parties in a provision of this AIP shall not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

### **Appendices**

- 1.8 Unless otherwise specified the Appendices to this AIP form part of this AIP as if set out in the body of this AIP.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 2 GENERAL PROVISIONS OF THIS AIP

- 2.1 The purpose of this AIP is:
- (a) to confirm the commitment of the Parties, as evidenced by their approval of this AIP, to enter into negotiations for the conclusion of the Devolution Agreement and such other agreements as contemplated by this AIP;
  - (b) to set out provisions and identify subject matters which shall form the basis of the Devolution Agreement, and
  - (c) to establish targets, timelines and approaches that will be pursued in negotiations in furtherance of the conclusion of the Devolution Agreement.

### **Initialling and Approval of this AIP**

- 2.2 The initialling of this AIP by a Chief Negotiator for a Party constitutes his or her recommendation for approval and once so initialled the Chief Negotiator shall submit the initialled AIP to his or her principal for consideration of approval.
- 2.3 This AIP takes effect upon being signed by the Parties.

### **Consultation**

- 2.4 The Parties acknowledge that following the initialling of this AIP referred to in section 2.2, but prior to its approval by the GC, the GC shall consult with certain Aboriginal groups with respect to this AIP and that such consultation may result in the GC proposing to the GN and NTI amendments to the initialled AIP to accommodate the concerns of the Aboriginal groups arising in the consultations contemplated in this section 2.4.
- 2.5 In order to facilitate consultations which may be undertaken by each of the Parties following the initialling of this AIP referred to in section 2.2, the initialled draft of this AIP shall not be marked or considered confidential.
- 2.6 The Parties acknowledge that following the signing of this AIP, consultations with certain Aboriginal groups shall continue and that such consultations may result in the GC proposing to the GN and NTI provisions for inclusion in the Devolution Agreement to accommodate the concerns of the Aboriginal groups with respect to potential impacts of devolution on the exercise of their rights under Section 35 of the *Constitution Act, 1982*. The Parties further acknowledge that such proposed provisions may be different from the provisions of the AIP.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 2.7 Notwithstanding any other provision of this AIP, the lands within the Ghotelnene K'odtjneh Denesųljne Settlement Area and the Athabasca Denesuline Settlement Area shall not be included in the Public Lands to be transferred to the GN pursuant to section 5.1 until the GC has undertaken further consultations, including consideration of any appropriate accommodations, with the Ghotelnene K'odtjneh Denesųljne and the Athabasca Denesuline.

### **Counterparts**

- 2.8 This AIP may be executed in several counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

### **Legal Status**

- 2.9 This AIP is not legally binding, is without prejudice to the legal positions of any person or Party and is not to be interpreted as creating, recognizing or denying any rights or obligations.
- 2.10 The Parties acknowledge and agree that each of the AIP and the Devolution Agreement are concluded without prejudice to any position of any Party with respect to the interpretation of the boundaries of Nunavut as described in section 3 of the *Nunavut Act* (Canada).

### **Appropriation of Funds**

- 2.11 Without limiting the generality of section 2.9, the Parties acknowledge that any of the GC's commitments to pay or make available any amount of money pursuant to this AIP, including any amount referred to in Chapter 12, shall at all times be subject to the appropriation of funds by Parliament.
- 2.12 Without limiting the generality of section 2.9, the Parties acknowledge that any of the GN's commitments to pay or make available any amount of money pursuant to this AIP shall at all times be subject to the appropriation of funds by the Legislature and the requirement for a sufficient uncommitted balance of the appropriated item for the fiscal year in which the expenditure is required.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 3 DEVOLUTION AGREEMENT NEGOTIATION PROCESS

### **Negotiation of the Devolution Agreement**

- 3.1 Upon the signing of this AIP, the Parties shall negotiate and sign the Devolution Agreement within a period of two years from the date of the approval of the Transitional Strategy.
- 3.2 The Parties shall target the Transfer Date to be April 1st of the year being at least three full years from the date of the signing of the Devolution Agreement.
- 3.3 The Devolution Agreement shall set out processes for its approval and coming into effect.
- 3.4 The negotiation main table for the Devolution Agreement shall consist of the chief negotiators designated by each of the Parties for such negotiations (the “**Chief Negotiators**”) and their respective negotiating teams.
- 3.5 The Chief Negotiators shall be collectively responsible for directing the conduct and coordination of the negotiations.
- 3.6 The Chief Negotiators shall set work plans for negotiations including, agendas, schedules and priorities.
- 3.7 The Chief Negotiators may establish working groups and drafting groups and set work plans and reporting protocols for such groups.
- 3.8 Subject to legislative or contractual confidentiality restrictions, the Parties shall make available to each other on a timely basis information relevant to the subject matters of the negotiations.
- 3.9 The GC and GN shall provide, in proportions to be agreed by them, adequate funding to NTI to support the participation of NTI in the negotiation of the Devolution Agreement.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 4 GENERAL PROVISIONS OF THE DEVOLUTION AGREEMENT

### Constitution of Canada

- 4.1 Nothing in the Devolution Agreement shall be construed so as to give the Legislature greater powers than are given to legislatures of the provinces under sections 92, 92A and 95 of the *Constitution Act, 1867*, with respect to similar classes of subjects described in those sections.

### Paramountcy

- 4.2 Nothing in the Devolution Agreement shall be construed so as to prevent an Act of Parliament from prevailing over territorial Legislation to the extent of any conflict between them.

### Indemnities

- 4.3 The Devolution Agreement will contain such indemnities as the Parties may agree.

### Appropriation of Funds

- 4.4 The GC's obligations to pay any amount of money pursuant to the Devolution Agreement, including any amount contemplated in Chapter 12 of this AIP, shall at all times be subject to the appropriation of funds by Parliament.
- 4.5 The GN's obligations to pay any amount pursuant to the Devolution Agreement shall at all times be subject to the appropriation of funds by the Legislature and the requirement for a sufficient uncommitted balance of the appropriated item for the fiscal year in which the expenditure is required.

### Northwest Territories Oil and Gas Accord

- 4.6 The Devolution Agreement shall provide that to the extent that the provisions of the Devolution Agreement relate to Oil and Gas resources, such provisions constitute a component of, but not the entirety of, the Northwest Territories Oil and Gas Accord referred to in Annex I-C-25 of the North American Free Trade Agreement. For greater certainty, the conclusion of this component of the Northwest Territories Oil and Gas Accord is without prejudice to the conclusion of other components relating to subject matters originally contemplated as being included in such Accord but not settled in this Agreement.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **Other Programs**

- 4.7 Nothing in the Devolution Agreement shall preclude a person from being eligible to participate in any federal or territorial programs, inclusive of the financial benefits related to such programs, in accordance with applicable program criteria, as such programs may exist from time to time.
- 4.8 Nothing in the Devolution Agreement shall affect the eligibility of NTI or the GN to receive or benefit from federal programs, federal grants or federal contributions related to land and resource management in accordance with applicable criteria, as such programs, grants and contributions may exist from time to time.

### **Approval and Coming into Effect of the Devolution Agreement**

- 4.9 The Devolution Agreement shall take effect upon being signed by the Parties.

### **Governing Law**

- 4.10 The Devolution Agreement shall be governed and construed in accordance with the laws of Nunavut and the laws of Canada as applicable.

### **Jurisdiction**

- 4.11 The Nunavut Court of Justice shall have jurisdiction in respect of any action or proceeding arising out of the Devolution Agreement.
- 4.12 Nothing in section 4.11 shall be construed so as to limit the jurisdiction of any other court, including the Federal Court of Canada, as such jurisdiction may be set forth from time to time in Legislation establishing such a court.

### **Conflict of Provisions**

- 4.13 If there is an inconsistency or conflict between a provision of the Devolution Agreement and a provision of a schedule to the Devolution Agreement, the provision of the Devolution Agreement shall prevail.

### **Conflict with Land Claims Agreements**

- 4.14 In the event of an inconsistency or conflict between the Devolution Agreement and the Nunavut Agreement, any other Settlement Agreement or any other Aboriginal land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*, the Nunavut Agreement, the Settlement Agreement or the other Aboriginal land claims agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **Further Assurances**

- 4.15 The Parties shall with reasonable diligence do all things and provide such further documents or instruments as may be reasonably necessary or desirable to give effect to the Devolution Agreement and to carry out its provisions.

### **Calculation of Time**

- 4.16 Unless otherwise specified in the Devolution Agreement, time periods within which or following which any calculation or payment is to be made or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

### **Severability**

- 4.17 Unless otherwise determined by a court of competent jurisdiction, if any provision of the Devolution Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be considered by any of the Parties to be affected or impaired.
- 4.18 If a court of competent jurisdiction finally determines that any provision of the Devolution Agreement is invalid, illegal or unenforceable, the Parties shall make their best efforts to amend the Devolution Agreement to remedy or replace the provision having regard to the intent expressed in the provision.

### **Waiver**

- 4.19 No waiver of satisfaction of a condition or non-performance of an obligation under the Devolution Agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights or obligations under the Devolution Agreement.

### **Amendment**

- 4.20 Except where otherwise provided in the Devolution Agreement, the provisions of the Devolution Agreement may be amended but only if such amendment is made by the Parties and reflected in a written agreement between them.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### Counterparts

4.21 The Devolution Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form and each such transmitted counterpart shall be deemed to be an original. Parties transmitting by fax or electronically shall also deliver an original counterpart to the other Parties, but failure to do so shall have no effect on the validity the Devolution Agreement.

### Notices and Communications

4.22 Any notice to be given or communication made to a Party pursuant to the Devolution Agreement shall be in writing and shall be effectively given or made if delivered (i) personally, either to the individual designated for such Party in a schedule in the Devolution Agreement, or to an individual having apparent authority to accept deliveries on behalf of such individual at its address set out in a schedule to the Devolution Agreement; or (ii) by electronic mail, at or to the applicable addresses or electronic mail addresses, set out opposite the Party's name set out in a schedule to the Devolution Agreement or at or to such other address or electronic mail address for a Party as such Party from time to time designates to the other Parties in the same manner.

4.23 A notice or communication will be considered to have been effectively given or made:

- (a) if delivered by hand during business hours on a Business Day, upon receipt by the individual designated for that Party in a schedule to the Devolution Agreement, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out in a schedule to the Devolution Agreement, and if not delivered during business hours, upon the commencement of business on the next Business Day; or
- (b) if sent by electronic mail, on the day the sender receives delivery notification by return electronic mail, if that day is a Business Day and if the confirmation was received prior to 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

### Interpretation and Aboriginal Rights and Interests

4.24 The Devolution Agreement shall be interpreted in a manner consistent with the recognition and affirmation of existing Aboriginal and treaty rights in section 35 of the *Constitution Act, 1982* and for greater certainty, nothing in this AIP or the Devolution Agreement or its implementing legislation, shall be construed so as to abrogate or derogate from, or to limit or restrict in any manner:

- (a) the Constitution of Canada;
- (b) any existing Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982*;

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (c) any fiduciary duty or obligation of the Crown to the Aboriginal peoples of Canada, including any obligation arising from the Constitution of Canada; or
  - (d) any executive, prerogative or statutory powers or any legislative authority of the GC, Parliament, the GN or the Legislature, as the case may be, to affect rights referred to in subsection 4.24(b) or 4.24(c) in a manner consistent with the *Constitution Act, 1982*.
- 4.25 The Devolution Agreement is an agreement for the devolution or transfer of jurisdiction from GC to GN within the meaning of section 2.10.2 of the Nunavut Agreement.

### **Settlement Agreements**

- 4.26 A list of Aboriginal land claims agreements shall be appended to the Devolution Agreement, which list shall include the Nunavut Agreement, the Eeyou Marine Region Land Claims Agreement, the Nunavik Inuit Land Claims Agreement and any other agreement deemed to be included in the list pursuant to section 4.27.
- 4.27 The list referred to in section 4.26 shall be deemed to include any Aboriginal land claims agreement within the meaning of section 35 of the *Constitution Act, 1982* where government obligations under such agreements may be affected by the transfer of administration and control of Public Lands and rights in respect of Waters to the Commissioner pursuant to the Devolution Agreement.

### **Government Obligations under Settlement Agreements**

- 4.28 As soon as practicable after the signing of this AIP, the GC shall enter into discussions with each Aboriginal party to a Settlement Agreement and the GN to identify government obligations under such Settlement Agreement affected by the transfer of administration and control of Public Lands and rights in respect of Waters to the Commissioner pursuant to the Devolution Agreement.

### **Dispute Resolution**

- 4.29 In addition to the dispute resolution mechanisms contemplated under Chapter 8, the Devolution Agreement shall contain such other dispute resolution provisions to which the Parties may agree.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 5 TRANSFER OF RESPONSIBILITIES

### **Administration and Control of Public Lands and Rights in Respect of Waters**

- 5.1 The Devolution Agreement will provide for the transfer to the Commissioner of administration and control of Public Lands and rights in respect of Waters.
- 5.2 Notwithstanding the transfer under section 5.1, Public Lands and rights in respect of Waters belonging to Her Majesty in right of Canada at the Transfer Date shall continue to belong to Her Majesty in right of Canada.

### **Existing Rights**

- 5.3 The transfer of the administration and control of Public Lands and rights in respect of Waters to the Commissioner referred to in section 5.1 shall not affect:
- (a) any existing right or interest or trust, including any Existing Interest, in respect of Public Lands; or
  - (b) any existing right, including any Existing Interest, in respect of Waters.

### **Exercise of Administration and Control**

- 5.4 The administration of Public Lands and rights in respect of Waters by the Commissioner shall be exercised in a manner consistent with the terms and conditions of the Devolution Agreement.
- 5.5 As of the Transfer Date, the Commissioner may, subject to the terms and conditions of the Devolution Agreement, use, sell or otherwise dispose of the entire or any lesser interest in Public Lands and retain the proceeds of their use, sale or disposition, and may exercise rights in respect of Waters, or sell or otherwise dispose of them and retain the proceeds of their exercise, sale or disposition.

### **Legislation and Legislative Authorities**

- 5.6 The GC shall commit in the Devolution Agreement to introduce into Parliament and support as a government measure Legislation necessary to:
- (a) repeal and replace or amend the *Nunavut Act* (Canada) in order to provide that:
    - (i) the Legislature has the authority to make laws in relation to Public Lands, Waters, and the disposition of any right or interest in Public Lands or of any right in respect of Waters; and
    - (ii) the Commissioner has the administration and control of Public Lands and of rights in respect of Waters;

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (iii) the Legislature may make laws in relation to:
  - (A) the exploration for non-renewable natural resources in the Onshore;
  - (B) the development, conservation and management of non-renewable natural resources in the Onshore, including laws in relation to the rate of primary production from those resources;
  - (C) the development, conservation and management of sites and facilities in the Onshore for the generation and production of electrical energy;
  - (D) oil and gas pipelines located entirely in the Onshore;
  - (E) the export, from Nunavut to another part of Canada, of the primary production from non-renewable natural resources in the Onshore, and of electrical energy generated or produced from facilities in the Onshore; and
  - (F) the raising of money by any mode of taxation in respect of non-renewable natural resources in the Onshore and the primary production from those resources and in respect of sites and facilities referred to in sub-paragraph 5.6(a)(iii)(C) and the production of electrical energy from them;
- (iv) laws made in relation to the matters referred to in paragraph 5.6(a)(iii)(E) may not authorize or provide for discrimination in prices or in supplies exported;
- (v) laws made in relation to the matters referred to in paragraph 5.6(a)(iii)(F) may not authorize or provide for taxation that differentiates between production that is not exported and production that is exported to another part of Canada; and
- (vi) the implementation of territorial Legislation and any restrictions on such legislation referred to in sections 5.7 to 5.11 is enabled;
- (b) repeal the Nunavut Archaeological and Palaeontological Sites Regulations made under the Nunavut Act (Canada);
- (c) repeal the *Nunavut Waters and Nunavut Surface Rights Tribunal Act (Canada)* and any regulations made under that Act;
- (d) subject to subsection 5.6(e), amend the NuPPAA to provide to a territorial Minister, with effect as of the Transfer Date, the following functions of the federal Minister under the NuPPAA as they exist immediately prior to the Transfer Date:

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (i) in respect of a project wholly in the Onshore and not, wholly or partly, in a Federal Area:
  - (A) the functions of the federal Minister under paragraph 73.(1)(b) of the NuPPAA to act as a responsible Minister when no other federal or territorial Minister is a responsible Minister;
  - (B) the functions of the federal Minister under subsection 149.(3) of the NuPPAA to receive and distribute documents to responsible Ministers; and
  - (C) the functions of the federal Minister under subsection 149.(4) of the NuPPAA to perform the duties of the responsible Minister under subsection 200.(4) of the NuPPAA;
- (ii) in respect of an emergency situation wholly in the Onshore and not, wholly or partly, in a Federal Area:
  - (A) the functions of the federal Minister under paragraph 152.(1)(c) of the NuPPAA in respect of certifying that an emergency exists;
  - (B) the functions of the federal Minister under subsection 152.(2) of the NuPPAA in respect of the receipt of reports of works or activities to address an emergency or required after the end of the emergency;
  - (C) the functions of the federal Minister under subsection 152.(3) of the NuPPAA in respect of the receipt of reports from the Nunavut Planning Commission;
  - (D) the functions of the federal Minister under subsection 152.(4) of the NuPPAA in respect of the receipt of reports from the Nunavut Impact Review Board; and
  - (E) the functions of the federal Minister under subsection 152.(6) of the NuPPAA in respect of imposing terms and conditions on the carrying out of works or activities required after the end of the emergency;
- (iii) in respect of a project partly in the “designated area” (as defined in the NuPPAA) where the part of the project in the “designated area” is wholly in the Onshore and not, wholly or partly, in a Federal Area, the functions of the federal Minister under subsection 159.(1) of the NuPPAA to approve an agreement in respect of the coordination of the review of such part of the project; and
- (iv) the functions of the federal Minister under section 209 of the NuPPAA to designate persons to verify compliance or prevent non-compliance with

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

the NuPPAA in respect of areas wholly in the Onshore and not in a Federal Area, and the function of the federal Minister under subsection 210.(3) of the NuPPAA to provide such designated persons with a certificate.

- (e) the functions referred to in subsection 5.6(d) shall not include functions of the federal Minister in respect of a project which is referred for review to a federal environmental assessment panel pursuant to subparagraph 94.(1)(a)(i) of the NuPPAA.
- (f) amend the NuPPAA to provide, with effect as of the Transfer Date, that the members and Chairperson of the Nunavut Impact Review Board shall be appointed in the following manner:
  - (i) two members shall be appointed by a federal Minister;
  - (ii) two members shall be appointed by a territorial Minister;
  - (iii) four members shall be appointed by a territorial Minister on the nomination of the Designated Inuit Organization;
  - (iv) the Chairperson shall be appointed by a federal Minister, following consultation with a territorial Minister, from nominations agreed to and provided by the 8 other members; and
  - (v) any members in respect of Areas of Equal Use and Occupancy shall be appointed by a territorial Minister on the nomination of Makivik;
- (g) amend the NuPPAA to provide, with effect as of the Transfer Date, that the members and Chairperson of the Nunavut Planning Commission shall be appointed in the following manner:
  - (i) at least one member shall be appointed by a federal Minister;
  - (ii) an equal number of members to those appointed pursuant to paragraph 5.6(g)(i) shall be appointed by a territorial Minister;
  - (iii) at least one-half of the members, other than the Chairperson, shall be appointed by a territorial Minister on the nomination of the Designated Inuit Organization;
  - (iv) the Chairperson shall be appointed by a territorial Minister, following Consultation with a federal Minister, from nominations agreed to and provided by the other members; and
  - (v) any members in respect of Areas of Equal Use and Occupancy shall be appointed by a territorial Minister on the nomination of Makivik;

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (h) make the *Territorial Lands Act* (Canada), and any regulations made under that Act, inapplicable in respect of Public Lands;
  - (i) make the *Canada Oil and Gas Operations Act* (Canada), and any regulations made under that Act, inapplicable in respect of the Onshore except lands under the administration and control of the GC and except to the extent that application of such Legislation to the Onshore may be necessary pursuant to subsection 5.6(k);
  - (j) make the *Canada Petroleum Resources Act* (Canada), and any regulations made under that Act, inapplicable in respect of Public Lands except to the extent that application of such Legislation to Public Lands may be necessary pursuant to subsection 5.6(k);
  - (k) ensure that the *Canada Oil and Gas Operations Act* (Canada), the *Canada Petroleum Resources Act* (Canada) and any necessary provisions of the *National Energy Board Act* (Canada), or other federal Legislation, provide for:
    - (i) the unitization of straddling resources in the manner set out in the agreement referred to in section 6.5;
    - (ii) the protection of confidential information provided by the GC or third parties pursuant to, or in furtherance of, the agreement referred to in section 6.5; and
    - (iii) the role of the NEB under territorial Legislation as described in sections 5.8 and 6.8;
  - (l) provide that the consent of the GC is required for any amendment to territorial Legislation that would affect the unitization of straddling resources referred to in the agreement referred to in section 6.5 or limit the application to, or implementation by, the GN of such agreement;
  - (m) provide that, during the initial period of 5 years from the Transfer Date, and any further period of time pursuant to section 6.9, the consent of the GC is required for any amendment to territorial Legislation that would affect the regulatory functions of the NEB in the Onshore;
  - (n) provide for transitional matters and to give legislative effect to aspects of the Devolution Agreement; and
  - (o) make consequential amendments to federal Legislation as required.
- 5.7 The GN shall commit in the Devolution Agreement to introduce into the Legislature and support as a government measure Legislation that comes into force as of the Transfer Date and that, as at the Transfer Date, shall:

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (a) substantially mirror the Legislation repealed or made inapplicable to the Onshore or Public Lands pursuant to section 5.6 including, for certainty, any provisions of the *National Energy Board Act* (Canada) necessary for the NEB to act as regulator within the Onshore;
- (b) substantially mirror the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada) and any regulations made under that Act;
- (c) provide that the territorial mirror Legislation referred to in subsection 5.7(b) shall provide that only a federal Minister may, in relation to a Federal Area, exercise the following powers and functions under a law of the Legislature:
  - (i) approve the issuance, renewal or amendment of a licence permitting the use of waters or the deposit of waste in waters;
  - (ii) consent to a declaration by, or opinion of, a water board that an amendment to, or cancellation of, such a licence is required on an emergency basis;
  - (iii) approve the form of any security posted in respect of such a licence and to hold and apply such security;
  - (iv) exercise powers and functions that are substantially the same as those set out in subsection 87(3) and 89(1) of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada), as it read immediately before the Transfer Date; and
  - (v) designate inspectors and grant them powers and functions that are substantially the same as those set out in subsections 87(2) and (4), 87.1 and 94.02 of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada), as they read immediately before the Transfer Date;
- (d) provide for an appropriate allocation of the powers and functions referred to in 5.8(c) between a territorial Minister and a federal Minister in respect of undertakings that are both on and outside of a Federal Area taking into account relevant factors including the proportion of an undertaking on or outside of a Federal Area.
- (e) provide that the debts that are referred to in sections 87(5) and 89(2) of the *Nunavut Waters and Surface Rights Tribunal Act* (Canada) that are in respect of a Federal Area shall be debts due to Her Majesty the Queen in right of Canada.
- (f) provide that any amendment to the Legislation referred to in subsection 5.7(b) shall not change any of the powers or functions of the federal Minister under paragraphs 5.7(c)(i) to (v) without the consent of the GC.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (g) provide, with effect as of the Transfer Date, that the members and Chairperson of the Nunavut Water Board shall be appointed in the following manner:
  - (i) two members shall be appointed by a territorial Minister;
  - (ii) two members shall be appointed by a federal Minister;
  - (iii) four members shall be appointed by a territorial Minister on the nomination of the Designated Inuit Organization;
  - (iv) the Chairperson shall be appointed by a territorial Minister, following consultation with the 8 other members; and
  - (v) any members in respect of Areas of Equal Use and Occupancy shall be appointed by a territorial Minister on the nomination of Makivik;
- (h) provide for transitional matters and give legislative effect to aspects of such agreement; and
- (i) make consequential amendments to other territorial legislation as required.

### **Territorial Oil and Gas Legislation**

- 5.8 The territorial Legislation referred to in subsection 5.7(a) which substantially mirrors the *Canada Oil and Gas Operations Act* (Canada), the *Canada Petroleum Resources Act* (Canada) and any necessary provisions of the *National Energy Board Act* (Canada), shall provide that the NEB shall, with respect to the Onshore, continue to carry out the same regulatory functions in respect of Oil and Gas under such mirroring territorial Legislation as the NEB carried out under the *Canada Oil and Gas Operations Act* (Canada) and the *Canada Petroleum Resources Act* (Canada) and any necessary provisions of the *National Energy Board Act* (Canada), immediately prior to the Transfer Date.
- 5.9 For greater certainty, the territorial Legislation referred to in subsection 5.7(a) shall mirror the benefits plans provisions of the *Canada Oil and Gas Operations Act* (Canada) and the *Canada Petroleum Resources Act* (Canada).
- 5.10 If, while the agreement referred to in section 6.5 is in force and effect, the GC amends the *Canada Oil and Gas Operations Act* (Canada), the *Canada Petroleum Resources Act* (Canada), any necessary provisions of the *National Energy Board Act* (Canada) mirrored in territorial Legislation pursuant to section 5.8 or any regulations made under those Acts or in respect of those provisions, the GN shall introduce into the Legislature and support as a government measure Legislation that substantially mirrors such amendment.
- 5.11 Section 5.10 does not apply with respect to matters in respect of which the consent of the GC is not required pursuant to subsection 5.6(l) or 5.6(m).

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 5.12 During the negotiation of the Devolution Agreement the GC and the GN will discuss potential measures for the coordination of their respective Oil and Gas Legislation, including with respect the regulatory functions of the NEB.

### **Amendments to the Nunavut Agreement**

- 5.13 The Parties acknowledge that in order to give effect to some of the provisions of this chapter that will be contained in the Devolution Agreement, amendments to the Nunavut Agreement will be necessary in accordance with the procedure set out in 2.13.1 of the Nunavut Agreement. Proposed amendments will concern the following:
- (a) 12.2.6 Membership and Mode of Appointment of NIRB (“Nunavut Impact Review Board”);
  - (b) 13.3.1 Membership and Mode of Appointment of NWB (“Nunavut Water Board”); and
  - (c) 11.4.5 to 11.4.13 Composition and Appointment of NPC (“Nunavut Planning Commission”).

### **Legislation and Nunavut Agreement Amendment Protocol**

- 5.14 As soon as practicable after the signing of this AIP, the Parties shall develop a protocol with respect to the review of:
- (a) the Legislation referred to in sections 5.6 and 5.7 prior to its introduction into Parliament or the Legislature, and
  - (b) the amendments to the Nunavut Agreement referred to in section 5.13.

### **Services in Official Languages**

- 5.15 As of the Transfer Date, in respect of programs and services provided by the GN as a result of the Devolution Agreement, any member of the public will have the right to communicate with, and receive available services from, the GN in an official language of Nunavut in accordance with the *Official Languages Act* (Nunavut).

### **Existing Interests**

- 5.16 Subject to sections 5.17, 5.18, 5.19 and 5.20, each Existing Interest shall be administered and governed as of the Transfer Date in accordance with territorial Legislation.
- 5.17 As of the Transfer Date, territorial Legislation may not provide for additional conditions in respect of the exercise of an Existing Interest if the territorial Legislation does not apply in a materially similar manner to Existing Interests as to similar rights and interests which may be issued, granted or secured under territorial Legislation, whether or not similar rights and interests actually then exist.



## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 5.18 Subject to section 5.19 and as of the Transfer Date, territorial Legislation may only provide for the cancellation, suspension or limitation of an Existing Interest where:
- (a) immediately prior to the Transfer Date, the Existing Interest could have been cancelled, suspended or limited in identical circumstances; or
  - (b) the cancellation, suspension or limitation is for a failure to comply with a condition in respect of the exercise of the Existing Interest and the territorial Legislation applies in a materially similar manner to the Existing Interest as to similar rights and interests which may be issued, granted or secured under territorial Legislation, whether or not similar rights and interests actually then exist.
- 5.19 Territorial Legislation may not provide for the cancellation, suspension or limitation of an Existing Interest pursuant to subsection 5.18(b), where the Existing Interest is a right or interest which arose from
- (a) a recorded claim, a lease of a recorded claim or a prospecting permit granted pursuant to the *Nunavut Mining Regulations (Canada)*; or
  - (b) an "interest" within the meaning of section 2 of the *Canada Petroleum Resources Act (Canada)*.
- 5.20 Each Existing Interest shall continue in full force and effect:
- (a) until the Existing Interest expires or is surrendered;
  - (b) unless the holder of the Existing Interest and the GN agree that the Existing Interest is to be cancelled and replaced by a right or interest provided by the GN;
  - (c) unless the Existing Interest is an Encumbering Right, and the holder of the Existing Interest and an Aboriginal organization agree that that Existing Interest is to be cancelled pursuant to the terms of the a Settlement Agreement;
  - (d) unless the Existing Interest or any right under it is limited, suspended or cancelled pursuant to territorial Legislation in accordance with section 5.18; or
  - (e) unless the Existing Interest is expropriated and the right holder is compensated pursuant to territorial Legislation.

### **Access to Land**

- 5.21 The Devolution Agreement shall provide that the GN shall grant the GC access to Public Lands and Waters to allow the GC to fulfil its commitments under the Devolution Agreement and to fulfil any of the GC's other responsibilities in Nunavut. The access referred to herein shall be at no charge to the GC and shall not require any expenditure of moneys or incurrence of expense by the GN.

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### Inventory of Exclusions

- 5.22 As soon as practicable after the signing of this AIP, but no less than 6 months prior to the anticipated signing of the Devolution Agreement, the GC shall provide to the other Parties a preliminary inventory which shall contain an inventory and description of lands and rights in respect of Waters, or interests therein (including beds of bodies of water, Minerals, Oil and Gas, buildings other than Listed Federal Buildings, structures, improvements and other fixtures, on, above or below the surface of the lands), that shall be excluded from the transfer of administration and control to the Commissioner pursuant to the Devolution Agreement.
- 5.23 The preliminary inventory referred to in section 5.22 shall include:
- (a) the lands described in *Order in Council P.C. 2019-576 (Withdrawal of Land from Disposal of Certain Tracts of Territorial Lands in Nunavut (Kivalliq area) Order)* or any Order in Council replacing or renewing such Order; and
  - (b) any land parcels identified for selection by:
    - (i) Ghotelnene K'odtjneh Denesujine and shown in the Ghotelnene K'odtjneh Denesujine Benene Map Atlas;
    - (ii) Athabasca Denesuline and shown in the Nuhetsiekwi Benene Map Atlas;
    - (iii) NTI and shown in the Inuit Lands Map Atlas;
    - (iv) Ghotelnene K'odtjneh Denesujine and NTI and shown in the Nuna Nene Lands Map Atlas; and
    - (v) Athabasca Denesuline and Ghotelnene K'odtjneh Denesujine and shown in the Nih Ahtla bedta ghodtih Map Atlas,relating to the negotiation of the settlement of Aboriginal land claims of the Ghotelnene K'odtjneh Denesujine and the Athabasca Denesuline.
- 5.24 The preliminary inventory referred to in section 5.22 may be amended by the GC in its sole discretion.
- 5.25 The preliminary inventory referred to in section 5.22, as amended pursuant to section 5.24, shall be included as an appendix to, and form part of, the Devolution Agreement.
- 5.26 The Devolution Agreement shall provide that the appendix referred to in section 5.25 may be amended by the GC at any time prior to the Transfer Date for the purpose of:
- (a) replacing the description of any lands or rights in respect of Waters with a more accurate description;

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- (b) modifying the description of any lands or rights in respect of Waters to more accurately correspond to the lands or rights in respect of Waters which are required for the purposes of a Federal Department or are under the administration of a Federal Agent Corporation;
  - (c) adding any lands or rights in respect of Waters which are required for the purposes of a Federal Department or are under the administration of a Federal Agent Corporation; or
  - (d) deleting any lands or rights in respect of Waters not required for the purposes of a Federal Department or which are not under the administration of a Federal Agent Corporation.
- 5.27 The Devolution Agreement shall provide that if, within three years following the Transfer Date, it is determined by the GC that any Public Lands or rights in respect of Waters not excluded from transfer were, on the Transfer Date, required for the purposes of a Federal Department or a Federal Agent Corporation, the GC shall, following Consultation with the GN, provide notice to the GN setting out:
- (a) the purpose for which the Public Lands or rights in respect of Waters are required by the Federal Department or a Federal Agent Corporation and an explanation as to why the Public Lands or rights in respect of Waters were so required, on the Transfer Date;
  - (b) an explanation as to why the Public Lands or rights in respect of Waters were not excluded on the Transfer Date; and
  - (c) the boundaries and quantum of Public Lands or the location of the rights in respect of Waters required.
- 5.28 As soon as practicable following receipt of the notice referred to in section 5.27 the Commissioner shall relinquish to the GC the administration and control of those Public Lands or rights in respect of Waters to the GC for the benefit of that Federal Department or Federal Agent Corporation.

### **Reservation by Notation or Provided for by Lease**

- 5.29 The Parties acknowledge that GC may require certain lands and rights to be addressed through Reservation by Notation, and that there may be instances where the lands and rights might be more appropriately addressed through the entering into of Leases between the GN and GC.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 5.30 As soon as practicable after the signing of this AIP, but no less than six months prior to the anticipated signing of the Devolution Agreement, the GC shall provide to the other Parties a list, which shall contain an inventory and a description of Public Lands and rights in respect of Waters as well as the form of instrument (Reservation by Notation or Lease), that are required for use of a Federal Department or a Federal Agent Corporation but for which the exclusion from transfer to the GN is not provided for by this AIP.
- 5.31 Following Consultation with the GN on the list referred to in 5.30, the GC shall finalize the list, including the GC's determination of the form of instrument to be used for the recording Public Lands and rights in respect of Waters, and provide such list to the GN and NTI.
- 5.32 The Devolution Agreement shall provide that the Public Lands identified as being lands to be reserved by notation in the list described in 5.31 above, shall be reserved by the GN for the use by such Federal Department or Federal Agent Corporation, by making entries in its property records with effect as of the Transfer Date.
- 5.33 The Devolution Agreement shall provide that the Public Lands identified as being lands to be subject to leases in section 5.31 shall be leased to the applicable Federal Department or Federal Agent Corporation, and such lease shall be recorded by the GN by making entries in its property records with effect as of the Transfer Date.
- 5.34 The Devolution Agreement shall include a standard form of terms and conditions upon which the Public Lands are leased to a Federal Department or Federal Agent Corporation.

### **Taking of Administration and Control by the GC**

- 5.35 The Devolution Agreement will provide that the GC may take from the Commissioner the administration and control of any lands or rights in respect of Waters where the GC determines it is necessary to do so for:
- (a) the national interest, including:
    - (i) national defence or security;
    - (ii) the establishment, or changes to the boundaries, of a national park, national park reserve, national historic site or other area protected under federal Legislation; or
    - (iii) the creation of the infrastructure required for initiatives in respect of transportation or energy;
  - (b) the fulfillment of an obligation in respect of an Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982* (Canada); or

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- (c) the settlement of an Aboriginal land claim or the implementation of an Aboriginal land claim agreement, the Nunavut Agreement or other Settlement Agreement or treaty or self-government agreement.
- 5.36 The Devolution Agreement shall provide that prior to the taking of administration and control of lands or rights in respect of Waters from the Commissioner pursuant to section 5.35, the GC shall:
- (a) identify, by providing notice in writing to the GN and NTI:
    - (i) the purpose for which the lands are being taken and the location and quantum of land being taken; and
    - (ii) the purpose for which the rights in respect of waters are being taken and the location of the Waters subject to the taking; and
  - (b) except in cases involving national defence or security, Consult with the GN and NTI on the boundaries of lands and the location of the Waters subject to the taking.
- 5.37 The Devolution Agreement shall provide that the GC may prohibit the issuance of interests or the authorization of activities, under territorial Legislation, in or on lands under the administration and control of the Commissioner or the use of Waters or the deposit of waste into Waters, if the GC considers that such prohibition is required:
- (a) because such use of Waters, or such deposit of waste into Waters, would be incompatible with or would interfere with a particular undertaking which is in the national interest;
  - (b) before the administration and control of land or rights in respect of Waters is taken by the GC pursuant to subsection 5.35(a), 5.35(b) or 5.35(c); or
  - (c) for the settlement of an Aboriginal land claim, including for the purposes of an interim measure pending the settlement of an Aboriginal land claim, or the implementation of an Aboriginal land claim agreement, the Nunavut Agreement or other Settlement Agreement or treaty or self-government agreement.
- 5.38 Prior to making a prohibition referred to in section 5.37 the GC shall:
- (a) notify the GN and NTI of the proposed prohibition and Consult with the GN and NTI regarding:
    - (i) the boundaries and quantum of land to be subject to the proposed prohibition;
    - (ii) the location of Waters to be subject to the proposed prohibition; and

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- (iii) the interests or activities for which the issuance or authorization would be prohibited; and
  - (b) notify the public of the proposed prohibition and consider representations received within a reasonable time following such notice.
- 5.39 The relinquishment of the administration and control by the Commissioner, the taking of administration and control of lands and rights in respect of Waters by the GC, the prohibition of the issuance of interests in land or of the authorization of activities thereon, and the prohibition of any use of Waters or deposit of waste into Waters shall, subject to section 5.40, be without expenditures of moneys by, or compensation to, the GN.
- 5.40 The Devolution Agreement shall provide that where the GC takes, or has relinquished to it, administration and control of lands pursuant to section 5.28, 5.35, or 8.36, the GC shall compensate the GN for any improvements made by the GN to such lands.
- 5.41 As soon as practicable after the taking or relinquishment referred to in section 5.40, the GC and the GN shall attempt to reach agreement on the amount of any compensation associated with such taking or relinquishment.
- 5.42 Where the GC and the GN are unable to reach agreement on the amount of compensation referred to in section 5.40, the GC and the GN shall refer the matter to an agreed upon Appraisal Expert.
- 5.43 Upon receipt of the referral referred to in section 5.42 the Appraisal Expert shall determine the Improvement Value and this amount shall be the compensation referred to in section 5.40.

### **Interests Created after the Transfer Date**

5.44 Public Lands and rights in respect of Waters:

- (a) relinquished to the GC pursuant to section 5.28, or 8.36; or
- (b) taken back by the GC pursuant to section 5.35;

shall be subject to Existing Interests and any third party interests created after the Transfer Date which shall be treated by the GC in the same manner as set out in sections 5.16, 5.17, 5.18, 5.19, and 5.20, *mutatis mutandis*.

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### **Future Transfers to the Commissioner**

5.45 Subject to the agreement of the GN, where the GC determines it no longer requires lands or rights in respect of Waters which are excluded from the transfer of administration and control to the Commissioner or subsequently relinquished pursuant to section 5.28 or 8.36 or taken back pursuant to section 5.35, the GC may propose to transfer administration and control of those lands or rights in respect of Waters to the Commissioner. For greater certainty, the GN shall have the right to provide terms acceptable to it in its sole discretion, upon which it would agree to accept the transfer of administration and control of such Public Lands or rights in respect of Waters.

### **Security**

5.46 The Devolution Agreement shall provide that the GC and the GN shall cause, through assignment of rights from the GC to the GN, or as otherwise may be agreed, every security held in relation to Existing Interests to be available to be administered by the GN as of the Transfer Date.

5.47 As soon as practicable after the signing of this AIP, but no less than one year prior to the anticipated date of the signing of the Devolution Agreement, the GC shall provide the GN with a list of all the security held at that time by the GC in respect of Existing Interests, including the form and quantum of such security. Where the GC has established the quantum of the security, the factual basis and rationale for establishing such quantum shall also be provided. The GC shall update such list if the information changes and shall promptly provide the GN such updated list.

### **Applications**

5.48 The Devolution Agreement shall contain provisions dealing with any application pending on the Transfer Date made in connection with the administration of Public Lands and rights in respect of Waters.

### **Receivables, Payables, Royalties, Rentals and Dues**

5.49 The GC shall:

- (a) be responsible for all NAO-related accounts payable which are in respect of a time frame prior to the Transfer Date, including accounts for goods and services purchased, leased or obtained by other arrangements; and
- (b) receive from the GN any NAO-related accounts receivable, royalty, rental, due, fee or other charge that is in respect of the time period prior to the Transfer Date.

5.50 The GC shall remit to the GN any royalty, rental, due, fee or other charge, excluding taxes, in relation to Public Lands and rights in respect of Waters that the GC may receive and is in respect of the time frame following the Transfer Date.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

5.51 Unless otherwise agreed, the GN shall not be responsible for any accounts payable out of the ordinary course incurred by the GC, which may come due after the Transfer Date.

### **Procedures for Collection and Reconciliation of Accounts**

5.52 The GC and the GN shall determine and set out in the Devolution Agreement, procedures for the collection and reconciliation of any amounts payable or receivable pursuant to sections 5.49, 5.50 and 5.51.

### **Board Membership**

5.53 The Devolution Agreement shall contain provisions addressing the continuity and composition of boards related to the administration of Public Lands and rights in respect of Waters.

### **Proceedings and Enforcement**

5.54 The GC shall remain responsible for all enforcement actions commenced by the GC prior to the Transfer Date under federal Legislation, which is repealed, rendered inapplicable or replaced on the Transfer Date as a result of the Devolution Agreement, which are before a court, but not yet resolved at the Transfer Date.

5.55 As of the Transfer Date, the GN shall be responsible for determining whether to commence or continue enforcement actions under federal Legislation which is repealed, rendered inapplicable or replaced on the Transfer Date as a result of the Devolution Agreement. To assist the GN in making such determination, subject to restrictions in any applicable Legislation, the GC shall provide the GN with all relevant information and records relating to such enforcement actions.

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### CHAPTER 6 ADMINISTRATION OF OIL AND GAS RESOURCES

- 6.1 In this Chapter 6 "offshore" means the seabed and the subsoil below the seabed that are not in the Onshore.
- 6.2 The Parties acknowledge that coordination and cooperation in respect of Oil and Gas resource management, administration and development, particularly where Oil and Gas resources straddle or potentially straddle the Onshore and the offshore, are beneficial in order to:
- (a) enable each Party to develop Oil and Gas resources in respect of which it has administration and control or ownership without adversely impacting development of Oil and Gas resources under the administration and control or ownership of the other Parties;
  - (b) facilitate the effective and efficient conservation, exploration, development, production, management and administration of Straddling Resources;
  - (c) enhance transparent decision making processes;
  - (d) provide clarity to industry through consistency in management and administration of Straddling Resources;
  - (e) facilitate efficient and timely approval processes in respect of the exploration for and development of Straddling Resources;
  - (f) avoid duplicative regulatory requirements and regulatory uncertainty in respect of the exploration for and development of Straddling Resources;
  - (g) contribute to sound and efficient field practices, including minimizing impacts on the environment, through optimal planning, efficient management and sharing of facilities and infrastructures, to the extent economically feasible and practical;
  - (h) advance sustainable development and protection of the environment; and
  - (i) facilitate the protection of the health and safety of those involved in Oil and Gas resource activities.
- 6.3 The Parties shall Consult with each other with regard to the development of, or changes to their respective Oil and Gas policies or Legislation including, with regard to:
- (a) rights issuance processes;
  - (b) the regulation of operations relating to Oil and Gas exploration, development, production and transportation; and
  - (c) royalty regimes.

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- 6.4 The Parties shall conduct such joint or coordinated public consultations as they may mutually consider appropriate from time to time, seeking input from industry, other stakeholders and other members of the public, with regard to the proposed development of, or changes to, their respective Oil and Gas policies, procedures or Legislation.
- 6.5 In addition to and in furtherance of the acknowledgments set out in section 6.2 and the obligations set out in section 6.3 to section 6.4, as soon as practicable after the signing of this AIP, the Parties shall commence negotiation of an agreement for coordination and cooperation among them with respect to Onshore and offshore Oil and Gas resources, particularly in areas where Oil and Gas resources straddle or potentially straddle the Onshore and offshore.
- 6.6 Subject to section 6.8, the terms and conditions of the agreement referred to in section 6.5 shall be as to form and substance the same, *mutatis mutandis*, as the terms and conditions agreed to by the GC and the Government of the Northwest Territories set out in the Agreement for Coordination and Cooperation in the Management and Administration of Petroleum Resources in the Inuvialuit Settlement Region, being Schedule 6 to the Northwest Territories Lands and Resources Devolution Agreement.
- 6.7 The agreement referred to in section 6.5 shall be executed and delivered prior to or concurrently with the execution of the Devolution Agreement and an executed copy of such executed agreement shall be appended as a schedule to the Devolution Agreement.
- 6.8 The Devolution Agreement shall provide that the NEB shall continue as the regulator with respect to Oil and Gas resources in the Onshore for an initial period of 5 years from the Transfer Date.
- 6.9 The period referred to in section 6.8 shall renew for further 5 year periods unless the GN determines to use a regulator other than the NEB with respect to Oil and Gas resources in the Onshore. The GN shall give notice to the GC and NTI of such determination no less than 1 year prior to the expiry of the then current 5 year period described herein.
- 6.10 Following the signing of the Devolution Agreement, and upon the written request of the GN, the Parties shall commence negotiation of an agreement with respect to the:
- (a) management;
  - (b) decision making; and
  - (c) sharing of resource revenues,
- all in respect of Oil and Gas resources in the offshore.

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- 6.11 The offshore Oil and Gas resources agreement referred to in section 6.10 shall provide equitable treatment to the GN as compared to the treatment given to other provinces and territories in their respective offshore management and revenue sharing arrangements with the GC.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 7 POST-DEVOLUTION COORDINATION BETWEEN GN AND NTI

- 7.1 The Devolution Agreement shall contain, as an appendix, a bilateral agreement consistent with section 4.24 between the GN and NTI, which provides for coordination and cooperation respecting the management of:
- (a) Public Lands and rights in respect of Water; and
  - (b) Inuit Owned Lands.
- 7.2 The bilateral agreement referred to in section 7.1 shall:
- (a) establish mechanisms for involvement in proposed legislative, policy or program changes;
  - (b) establish a joint review by GN and NTI of their respective land and resource management systems to consider ways that these systems may be implemented in a consistent and coordinated manner;
  - (c) provide that the territorial management regime and any proposed changes to its program, policy or legislation:
    - (i) foster sustainable development, by safeguarding the environmental integrity of Nunavut and by contributing to the economic, social and cultural well-being of Inuit and other Nunavummiut; and
    - (ii) promote the harmonization of legislation, policy and programs in areas of common interest between the GN and NTI;
- 7.3 NTI acknowledges that the contributions to NTI set out at section 12.21 of this AIP shall include the financial resources for the implementation of the bilateral agreement referred to in section 7.1.

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## CHAPTER 8 IMPACTED SITES

### Identification and Categorization of Sites

- 8.1 As soon as practicable after the signing of this AIP, the GC shall develop and provide to the other Parties a Preliminary Inventory of Sites which shall list sites in accordance with the following parts and categories of sites on Public Lands:
- (a) Part A - Operating Sites;
  - (b) Part B - Sites Requiring Remediation;
  - (c) Part C - Remediated Sites; and
  - (d) Part D - Released Sites, including each site which meets the criteria of subsections 8.15(a) to 8.15(d).
- 8.2 The Preliminary Inventory of Sites compiled by the GC pursuant to section 8.1 shall include the following information:
- (a) in respect of each site listed on Part A - Operating Sites:
    - (i) the location and dimensions, where available, of the site;
    - (ii) a summary of the information known to the GC about the nature of land use at the site; and
    - (iii) a summary of any known security held in deposit with respect to the site;
  - (b) in respect of each site listed on Part B - Sites Requiring Remediation:
    - (i) the location and dimensions (provided through best efforts) of the site;
    - (ii) the federal site identifier in the Federal Contaminated Sites Inventory; and
    - (iii) the nature of any Alteration Requiring Remediation at the site;
  - (c) in respect of each site listed on Part C – Remediated Sites:
    - (i) the location and dimensions (provided through best efforts) of the site;
    - (ii) the nature of any Alteration Remediated at the site;
    - (iii) the measures undertaken to Remediate such Alteration; and
    - (iv) a summary of any ongoing Management of Remediation features at the site; and

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- (d) in respect of each site listed on Part D - Released Sites:
  - (i) its location and dimensions, where available; and
  - (ii) the basis for the determination that the site is a Released Site.
- 8.3 As soon as practicable after the signing of this AIP, the GC shall provide the Preliminary Inventory of Sites to the GN and NTI for their review and comment.
- 8.4 Following the provision of the Preliminary Inventory of Sites the Parties agree to:
  - (a) establish a working group, which shall include a knowledgeable person designated by each Party, to establish protocols to govern and to work as a group to facilitate, the review and to comment on the Preliminary Inventory of Sites; and
  - (b) make available to the other Parties through such working group, in accordance with its established protocols, any information in its possession or control related to sites listed on the Preliminary Inventory of Sites, including traditional knowledge, community concerns, information related to Remediation or risk management plans and any other additional information known about the sites listed on such inventory.
- 8.5 Taking into account the exchange of information pursuant to sections 8.3 and 8.4, the Preliminary Inventory of Sites shall, prior to the signing of the Devolution Agreement, be varied in the following manner:
  - (a) the GC shall add a site to Part D - Released Sites where that site:
    - (i) meets the criteria of subsections 8.15(a) to 8.15(d);
    - (ii) is a site comprised of Alterations which are the result of activities conducted by, or on behalf of, the GN; or
    - (iii) is an Operating Site where the Operator is the GN or a person acting on behalf of the GN;
  - (b) the GC shall remove a site from Part D - Released Sites where that site does not meet the criteria of subsections 8.5(a)(i), 8.5(a)(ii) or 8.5(a)(iii);
  - (c) the GC may add a site to Part C - Remediated Sites or Part B - Sites Requiring Remediation;
  - (d) the GC shall add to Part B - Sites Requiring Remediation any Abandoned Site on Public Lands where there is an Alteration Requiring Remediation prior to the signing of the Devolution Agreement;
  - (e) the GC may add a site to or remove a site from Part A - Operating Sites; and

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- (f) any other change to the Preliminary Inventory of Sites may be made by the GC with the consent of the GN.
- 8.6 The GC shall Consult the other Parties with regard to any proposed change to the Preliminary Inventory of Sites referred to in subsections 8.5(a) to 8.5(e).
- 8.7 The Preliminary Inventory of Sites, as revised pursuant to section 8.8 shall be completed prior to the signing of the Devolution Agreement, and shall form the basis for a schedule that shall be appended to the Devolution Agreement.
- 8.8 The Devolution Agreement shall provide for the variation, in a manner similar to that set out to section 8.5, of the schedule of sites referred to in section 8.7 between the signing of the Devolution Agreement and the Transfer Date.
- 8.9 As soon as practicable after the signing of the Devolution Agreement, but no less than six months prior to the anticipated Transfer Date, a revised inventory of sites shall be completed and provided to the other Parties by the GC. A Final Inventory of Sites shall be provided by the GC to the other Parties as soon as practicable after the Transfer Date.

### **Contingent Settlement Lands**

- 8.10 The Parties agree that Contingent Settlement Lands shall be excluded from the transfer of administration and control referred to in section 5.1 and are not otherwise subject to this Agreement in Principle or the Devolution Agreement.

### **Responsibility for Impacted Sites**

- 8.11 The Parties shall set out in the Devolution Agreement an allocation of responsibility for the Management of Impacted Sites among the Parties based upon the following principles:
  - (a) the GC is responsible for the Management of Impacted Sites on Public Lands which were wholly created prior to the Transfer Date; and
  - (b) the GN is responsible for the Management of Impacted Sites on Public Lands which were wholly created after the Transfer Date.
- 8.12 Nothing in the Devolution Agreement shall affect any liability, obligation or responsibility of any person, other than the Parties, for the Management of any Impacted Site.
- 8.13 Notwithstanding any provision of this AIP or the Devolution Agreement, the GC shall not be responsible for the Remediation of any Alteration on Public Lands which is the result of activities conducted by or on behalf of the GN; and the GN shall not be responsible for the Remediation of any Alteration on Public Lands which is the result of activities conducted by or on behalf of the GC.

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- 8.14 Nothing in the Devolution Agreement shall affect any liability, obligation or responsibility of any of the Parties in respect of any site not on Public Lands.
- 8.15 Notwithstanding any provision of this AIP or the Devolution Agreement, the GN shall be responsible for the Remediation of any Alteration on an Abandoned Site resulting from any development or project which had an Operator on the Transfer Date:
- (a) where the original approval of the development or project has been subject to:
    - (i) an environmental assessment panel review under the *Environmental Assessment and Review Process Guideline Order, June 21, 1984*;
    - (ii) an assessment by a review panel or a joint review panel, or a comprehensive study pursuant to the *Canadian Environmental Assessment Act (Canada)*;
    - (iii) an environmental assessment, an assessment by a review panel or a joint review panel, pursuant to the *Canadian Environmental Assessment Act (2012) (Canada)*;
    - (iv) a screening pursuant to Part 4 of Article 12 of the Nunavut Agreement or a review pursuant to Part 5 or Part 6 of Article 12 of the Nunavut Agreement; or
    - (v) a screening or a review pursuant to Part 3 of the *Nunavut Planning and Project Assessment Act (Canada)*;
  - (b) which was approved pursuant to Part 1 of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act (Canada)*;
  - (c) in respect of which security in the amounts determined in the processes pursuant to subsection 8.15(a) above has been posted; and
  - (d) which is in material compliance with applicable laws, regulations, permits and licences related to emissions, land use or water use on the Transfer Date.

### **Remediation Standards**

- 8.16 Remediation for which the GC is responsible under the Devolution Agreement shall, on first instance, be based on those standards contained in applicable federal Legislation in respect of a hazard to the environment, human health or safety as such standards exist, or existed, at the time such Remediation is, or was, performed.
- 8.17 Where no applicable standards referred to in section 8.16 exist, or existed, at the time Remediation for which the GC is responsible is, or was, performed, such Remediation shall be, or have been, based on those standards contained in the:



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(a) CCME Guidelines in conjunction with the risk assessment framework set out in such guidelines, or

(b) AMSRP.

8.18 In respect of Remediation carried out by the GC after the Transfer Date, where no applicable standards referred to in sections 8.16 and 8.17 exist, or existed, at the time Remediation for which the GC is responsible is, or was, performed, then standards contained in applicable territorial Legislation in respect of a hazard to the environment, human health or safety as such standards exist at the time such Remediation is, or was, performed shall apply.

8.19 Where no applicable standards referred to in sections 8.16, 8.17 and 8.18 exist the standards applied shall be those agreed to by the GC and the GN in Consultation with NTI.

8.20 Remediation for which the GC is responsible at the DND-DEW Line Sites shall be, or have been, carried out in accordance with the DND-NTI DEW Line Environmental Agreement.

8.21 The Devolution Agreement shall provide that the GC and the GN shall Consult each other and NTI prior to introducing Legislation to adopt or vary standards for use in Remediation.

### **Operating Sites**

8.22 The Devolution Agreement shall provide that the GC shall be deemed to be immediately released from any obligation in respect of any Operating Site and such site shall be a Released Site as of the earlier of:

(a) the extension or renewal of any lease, licence, permit or other right or interest in respect of an Operating Site existing at the Transfer Date where the GN had the authority not to extend or renew such lease, licence, permit or other right or interest; or

(b) the seventh anniversary of the Transfer date.

8.23 Subject to section 8.22 where:

(a) an Operating Site on Public Lands becomes an Abandoned Site; or

(b) there is an Insolvency Event in respect of an Operating Site on Public Lands which results in that Operating Site becoming an Abandoned Site;

then, upon that site becoming an Abandoned Site (an "**Abandoned Operating Site**"), the GC's responsibility in respect of Remediation at such Abandoned Operating Site shall be determined pursuant to sections 8.39 to 8.50.

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- 8.24 The Devolution Agreement shall provide that the GN shall diligently pursue all reasonable means (including reasonable legal means) available to it, to recover any debt owed to it or to realize any proceeds available to it, in proceedings in the course of an Insolvency Event in respect of an Operating Site or an Abandoned Operating Site.
- 8.25 Where the GC and GN determine it to be expedient or otherwise desirable, they may enter into a subrogation agreement to allow the GC to pursue debts owed to the GN or proceeds of an Insolvency Event available to the GN.
- 8.26 The Devolution Agreement shall provide that the GN shall as soon as practicable pay to the GC an amount equal to any debts recovered or proceeds realized by the GN in respect of an Abandoned Operating Site which are attributable to an Alteration Requiring Remediation at that Abandoned Operating Site for which the GC is responsible pursuant to the Devolution Agreement, less any direct costs incurred by the GN in recovering such debt or realizing on such proceeds.
- 8.27 The Devolution Agreement shall provide that the GN shall as soon as practicable pay to the GC an amount equal to any security assigned to the GN pursuant to the Devolution Agreement and relating to Remediation obligations in respect of an Abandoned Operating Site which has been determined to be a New Site Requiring Remediation pursuant to sections 8.42, 8.47 or 8.65.
- 8.28 Where amounts have been recovered as contemplated in sections 8.24, 8.25 and 8.26, the GC shall undertake or provide for care and maintenance or for the commencement of Remediation of the related Abandoned Operating Site or New Site Requiring Remediation as the case may be:
- (a) as soon as practicable,
  - (b) in a manner that is protective of human health and safety and the environment, and
  - (c) that results in the amounts recovered as described in this section 8.28 being allocated to the care and maintenance or Remediation of the Abandoned Operating Site or New Site Requiring Remediation related to the funds recovered, as the case may be.

### **Sites Requiring Remediation**

- 8.29 The Devolution Agreement shall provide that all Sites Requiring Remediation as at the Transfer Date shall be excluded from the transfer of administration and control referred to in section 5.1 and shall be included in the inventory of exclusions referred to in section 5.25.
- 8.30 Except as otherwise provided in the Devolution Agreement, the GC shall be responsible for the Remediation of any Alteration Requiring Remediation at each Site Requiring Remediation.

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### **New Sites Requiring Remediation**

- 8.31 Except as otherwise provided in the Devolution Agreement, at each New Site Requiring Remediation the GC shall be responsible for the Remediation of any Alteration Requiring Remediation which existed on Public Lands prior to the Transfer Date.
- 8.32 Notwithstanding section 8.31, the GC shall not be required to Remediate any Alteration at any New Site Requiring Remediation where, after the Transfer Date, the GN could reasonably have taken measures that would have prevented the Alteration from becoming an Alteration Requiring Remediation. Any dispute regarding issues arising from this section shall be determined pursuant to the process described in sections 8.46 to 8.50.
- 8.33 If it is determined that an Abandoned Operating Site, Unlisted Site or a Remediated Site is a New Site Requiring Remediation, then the GC may request, in writing to the GN, that the Commissioner relinquish to the GC the administration and control of such New Site Requiring Remediation in order that the GC may Manage the New Site Requiring Remediation as contemplated by this Agreement in Principle. Where the Management by the GC results in the Remediation of the New Site Requiring Remediation, the site shall become a Remediated Site.
- 8.34 The Devolution Agreement shall provide that a Party shall designate, in the schedule referred to in section 4.22, an individual for the purposes of the receipt of any notice to be given or communication made to a Party pursuant to this chapter.
- 8.35 The written request referred to in section 8.33 shall describe the boundary of the site the GC is requesting the Commissioner to relinquish, which boundary shall encompass the Alterations Requiring Remediation and, where practicable, be based on any existing mineral claims or other existing grants of right.
- 8.36 The Commissioner shall relinquish to the GC the administration and control of a New Site Requiring Remediation within 180 days from the date of the request referred to in section 8.33 in respect of such site, failing which the GC shall be deemed to be released of any further obligation in respect of that site and the site shall be a Released Site.

### **Remediated Sites**

- 8.37 The Devolution Agreement shall provide that a Site Requiring Remediation or a New Site Requiring Remediation, shall be a Remediated Site if, in respect of such site:
- (a) no further Remediation is required based on the results of assessment work such as a Phase I and II Environmental Site Assessments; and
  - (b) the completion of the Remediation of all of the Alterations Requiring Remediation has occurred including, for certainty, that:
    - (i) Remediation objectives have been confirmed to have been met; and

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- (ii) any required long-term Management and long term termination criteria have been met.

8.38 Upon completion of the Remediation of a Site Requiring Remediation or a New Site Requiring Remediation, the GC shall provide to the GN the following information:

- (a) the location and dimensions of the site;
- (b) the nature of any Alteration so Remediated;
- (c) the measures undertaken to Remediate such Alteration; and
- (d) recommendations in respect of ongoing Management of Remediation features, if any.

### **Rights to Assert Remediation Required**

8.39 The Devolution Agreement shall provide that after the Transfer Date, the GN may assert by providing written notice in respect of any Abandoned Operating Site or Unlisted Site on Public Lands that there is an Alteration Requiring Remediation at such site and the GN shall provide evidence to the GC in support of this assertion.

8.40 The evidence required from the GN pursuant to section 8.39 shall include either completed Phase I and II Environmental Site Assessments pursuant to the then current Canadian Standards Association standards for such assessments or information of a nature that is substantially similar in form and content to that contained in such Phase I and II Environmental Site Assessments.

8.41 The GC's responsibility to Remediate any Alteration Requiring Remediation at any Abandoned Operating Site, as asserted by the GN pursuant to section 8.39, shall be subject at all times to demonstration by the GN that it has diligently pursued all reasonable means (including reasonable legal means) available to allocate responsibility for such Remediation to a person other than the GC including an Operator or a former Operator.

8.42 The GC shall review the evidence provided pursuant to section 8.39 and Consult with the GN regarding this evidence and the assertion of the GN referred to in section 8.39, following which the GC shall determine that:

- (a) further evidence is required to make a determination of the status of the site in question;
- (b) the Abandoned Operating Site is a New Site Requiring Remediation where:
  - (i) the GC is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and

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- (ii) the GC is satisfied that the GN has met the obligation in section 8.41 to diligently pursue all reasonable means (including reasonable legal means) available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than the GC, including an Operator or a former Operator; or
  - (c) the Unlisted Site is a New Site Requiring Remediation where:
    - (i) the GC is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GC is satisfied that the site was an Abandoned Site as at the Transfer Date.
- 8.43 The GC shall notify the GN of its determination pursuant to section 8.42 that the Abandoned Operating Site or Unlisted Site is or is not a New Site Requiring Remediation.
- 8.44 Where the GC determines pursuant to section 8.42 that an Abandoned Operating Site or Unlisted Site is a New Site Requiring Remediation, such site shall as of the date of such determination be a New Site Requiring Remediation.

### **Disputes as to Whether Remediation Required**

- 8.45 The Devolution Agreement shall provide that where the GC determines pursuant to section 8.42 that an Abandoned Operating Site or Unlisted site is not a New Site Requiring Remediation, and the GN does not agree with the GC's determination, the GN may refer the matter for resolution pursuant to the process set out in sections 8.46 to 8.50.
- 8.46 A dispute resolution panel shall be constituted of three members, selected as follows:
- (a) one representative selected by the GN;
  - (b) one representative selected by the GC; and
  - (c) one independent expert, qualified by education and experience to review such determination, jointly selected by the GC and the GN.
- 8.47 In the case of a matter referred for resolution by the GN pursuant to section 8.45, the dispute resolution panel shall review relevant evidence and the submissions of the Parties to the dispute regarding the Abandoned Operating Site or Unlisted Site and shall determine that:
- (a) the Abandoned Operating Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:

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- (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GN has met the obligation in section 8.41 to diligently pursue all reasonable means (including reasonable legal means) available to it to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than the GC, including an Operator or a former Operator; or
  - (b) the Unlisted Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
    - (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GN has established that the site was an Abandoned Site as at the Transfer Date.
- 8.48 Where the dispute resolution panel determines pursuant to section 8.48 that an Abandoned Operating Site or Unlisted Site is a New Site Requiring Remediation, such site shall as of the date of such determination be a New Site Requiring Remediation.
- 8.49 The independent expert referred to in subsection 8.46(c) shall notify the GC and the GN of the determination of the dispute resolution panel pursuant to section 8.47.
- 8.50 Each party to the dispute shall pay for its own costs and the costs of the representative selected by such party pursuant to subsection 8.46(a) or 8.46(b) as the case may be, and shall share equally the costs associated with the independent expert selected pursuant to subsection 8.46(c).

### **Transfer of Sites to Commissioner**

- 8.51 The Devolution Agreement shall provide that subject to the agreement of the GN, where a Remediated Site is situated on lands under the administration and control of the GC, the GC may transfer the administration and control of such Remediated Site to the Commissioner and, notwithstanding such transfer, the site shall continue to be a Remediated Site.
- 8.52 At any time following the Transfer Date, the GN may request of the GC in writing that the GC transfer to the Commissioner the administration and control of any Site Requiring Remediation, any New Site Requiring Remediation or any Remediated Site. Upon receipt of such request the GC shall, as soon as practicable, initiate the process to transfer administration and control of the site to the Commissioner and such site shall, from and after the date of such transfer, be a Released Site.

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### **Non-Issuance of Rights**

8.53 The Devolution Agreement shall provide that upon request from the GC, the GN shall prohibit the issuance of any interests or the authorization of the conduct of any activity under territorial Legislation at any New Site Requiring Remediation where the GC determines that such prohibition is required:

- (a) to carry out or to minimize any Remediation required at that site; or
- (b) to prevent any aggravation of any Alteration Requiring Remediation at that site.

8.54 The prohibition referred to in section 8.53 shall remain in effect at least until the GC notifies the GN that all Alterations Requiring Remediation at the site have been Remediated or until such other time as may be agreed upon by the GC and the GN.

### **Releases**

8.55 The Devolution Agreement shall provide that following the Transfer Date, the GC shall be released of any responsibility for Remediation in respect of:

- (a) Released Sites, subject to a determination pursuant to section 8.42 or 8.47 that a site is a New Site Requiring Remediation; and
- (b) Remediated Sites, subject to the warranty referred to in section 8.59.

8.56 If the GN does not comply with a request by the GC for a prohibition pursuant to section 8.53 as soon as practicable, and in any event within 120 days, or the GN does not cause the prohibition to remain in effect until the GC notifies the GN that all Alterations Requiring Remediation at the site have been Remediated and such failure on the part of the GN to maintain the prohibition results in further Alterations at that site, the GC shall be deemed to be immediately released of any further obligation in respect of that New Site Requiring Remediation and such site shall be a Released Site.

8.57 Where the GN grants, issues, or renews any lease, licence, permit or other right or interest or authorizes or conducts any activity which results in a material interference with the current or future Remediation by the GC pursuant to the Devolution Agreement of any Alteration Requiring Remediation, the GC shall be deemed to be immediately released of any further Remediation obligation in relation to such Alteration Requiring Remediation.

8.58 Section 8.57 shall not apply to a grant, issuance or renewal in the circumstances that the GN had no authority to refuse such grant, issuance or renewal.

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### **Warranty**

- 8.59 The Devolution Agreement shall provide that the GC warrants in respect of any Remediated Site on Public Lands that as at the date the administration and control of such site was transferred to the Commissioner, all Alterations Requiring Remediation which existed on Public Lands at such Remediated Site prior to the Transfer Date have been Remediated in accordance with the Standards and Remediation processes applicable to such Alterations at the time the Remediation was carried out.
- 8.60 The Devolution Agreement shall provide that the warranty referred to in section 8.59 shall no longer apply where and to the extent that the GN renews, grants or issues any lease, licence, permit or other right or interest, or authorizes or conducts any activity, in respect of a Remediated Site, or any part thereof, which result in a material adverse effect to the condition of a Remediated Site, or any part thereof.
- 8.61 Section 8.60 shall not apply in the circumstances that the GN had no authority to refuse to renew, grant or issue any lease, licence, permit or other right or interest, or to authorize or conduct any activity, in respect of a Remediated Site, or any part thereof.
- 8.62 Where unauthorized activities have occurred from and after the Transfer Date at or about a Remediated Site to which the warranty referred to in section 8.59 applies, the GC shall be presumed to have met the warranty on any area at such Remediated Site materially affected by such unauthorized activities and the onus shall be on the GN to rebut such presumption.
- 8.63 The GC shall not be required to Remediate any Alteration in respect of which the warranty in section 8.59 no longer applies, including pursuant to section 8.60.
- 8.64 Where the GN asserts that the GC has not met the warranty set out in section 8.59, the GN shall, prior to seeking any other redress, request that the GC determine that the site is a New Site Requiring Remediation.
- 8.65 Where the GC receives a request pursuant to section 8.64 the GC shall determine that the site is a New Site Requiring Remediation if the GC agrees that the GC has not met the warranty set out in section 8.59.

### **Access by the GC**

- 8.66 The Devolution Agreement shall provide that the GC shall have the right to access Public Lands and Waters and the right to use natural resources in or on Public Lands in order to fulfill its responsibilities in respect of the Management of Impacted Sites on Public Lands.



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- 8.67 The Devolution Agreement shall provide that except as may otherwise be agreed by the GC and the GN there shall be no rental, fee, charge or other compensation payable by the GC for the exercise of the right of access or the use of natural resources pursuant to section 8.66 or for any cost incurred by the GN in relation to such natural resources or access.
- 8.68 Subject to section 8.69, prior to the exercise of a right of access or a right to use natural resources pursuant to section 8.66 the GC shall, as soon as practicable, provide notice thereof to the GN.
- 8.69 The GC shall not be required to provide the notice referred to in section 8.68 where the exercise of a right of access or a right to use natural resources is required on an urgent basis in order to protect human health or safety, property or the environment.
- 8.70 The obligations of the GC under the Devolution Agreement in respect of the Remediation of Alterations Requiring Remediation on Public Lands will be subject to the right of access to such lands and the right to use natural resources in or on such lands set out in section 8.66.

### **Economic Opportunities**

- 8.71 The Devolution Agreement shall provide that the GC and the GN shall provide reasonable support and assistance to Inuit firms to enable them to compete for contracts related to the Remediation of Impacted Sites, in accordance with Article 24 of the Nunavut Agreement and for the GN, the *Nunavuumi Nangminiqaqturnik Ikajuuti Regulations* (also known as the NNI regulations).

### **Security Held on Deposit**

- 8.72 The Devolution Agreement shall provide that notwithstanding any other provision thereunder, the GC shall retain any security held on deposit at the Transfer Date in respect of a Site Requiring Remediation.

### **Impacted Sites Management Committee**

- 8.73 The Devolution Agreement shall provide that as soon as practicable following the Transfer Date, the Parties shall establish an impacted sites management committee (the "ISMC"). The ISMC will review, discuss, consider, and provide advice and recommendations to the GC in respect of the Management of Impacted Sites for which the GC is legally responsible pursuant to the Devolution Agreement.
- 8.74 Prior to the signing of the Devolution Agreement the Parties shall develop the terms of reference for the ISMC. The ISMC terms of reference shall be a schedule to the Devolution Agreement and shall include:
- (a) that the ISMC shall meet at least twice per year;

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- (b) that the GC shall provide an annual report to the ISMC which shall contain information in respect of:
  - (i) the status, progress, priorities and work-plan of Remediation activities of the GC;
  - (ii) how any effects or anticipated effects of climate change on Remediation activities have been taken into account by the GC;
  - (iii) a summary of the method and amount of natural resources used in accordance with section 8.66; and
  - (iv) the Standards used for the Remediation activities by the GC;
- (c) that the ISMC shall consider the implications of climate change for the Management of Impacted Sites for which the GC is legally responsible; and
- (d) that the ISMC shall provide suggested advice, recommendations and priorities related to Remediation to the GC for consideration.

8.75 The GC shall consider any advice and recommendations of the ISMC, including any dissenting advice and recommendations, before making a decision in respect of any matter contemplated in section 8.74.

8.76 The Devolution Agreement shall provide that notwithstanding any provision thereunder, all decisions with respect to the Management of Impacted Sites by the GC and the prioritization of the Management of Impacted Sites and Remediation actions pursuant to the Devolution Agreement, shall be solely the responsibility of the GC.

### **Ten-Year Review**

8.77 The Parties acknowledge that climate change is having and will continue to have an impact on Nunavut and that environmental changes resulting from climate change could have implications for the Management of Impacted Sites. Therefore, the Parties shall discuss the need for the Devolution Agreement to contain provisions to provide for a review ten years following the Transfer Date to determine if additional measures by the Parties are required to address the effects of climate change as they relate to the Management of Impacted Sites.

### **Other Arrangements**

8.78 Nothing in the Devolution Agreement shall be construed to preclude the GC, GN and NTI, or any two of them from reaching a separate agreement respecting the Remediation of any Impacted Site. Any such separate agreement shall not affect any right of or impose any obligation on any Party not a party to such separate agreement.

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**CHAPTER 9  
HUMAN RESOURCES DEVELOPMENT,  
EMPLOYMENT AND ARTICLE 23**

**Human Resources Development Strategies**

- 9.1 The Parties are committed to working cooperatively, within the time frames set out in sections 9.6 and 9.8, to develop and implement a Transitional Human Resources Development Strategy (the “**Transitional Strategy**”) utilizing the resources committed pursuant to section 12.14 of this AIP.
- 9.2 The GN and NTI shall develop and implement a Post-Devolution Human Resources Development Strategy (the “**Post-Devolution Strategy**”) within the time frames set out in sections 9.7 and 9.9 and utilizing the resources committed pursuant to section 12.19 of this AIP.

**Principal Objective**

- 9.3 The principal objective of the Transitional Strategy and the Post-Devolution Strategy (together and hereinafter the “**Strategies**”) is to maximize Inuit employment at all levels within the complement of positions that will be created in the GN as a result of devolution while ensuring that the GN will have the necessary human resource capacity to discharge the responsibilities it receives from the GC.

**Relationship to Article 23 of the Nunavut Agreement**

- 9.4 The Strategies shall recognize and be consistent with Article 23 of the Nunavut Agreement.

**GN Organizational Design**

- 9.5 The Parties acknowledge that the design of the GN organizational structure is an important dimension of human resources planning in relation to this Chapter 9.

**Timing**

- 9.6 The Parties shall work diligently and treat as a priority the completion and approval of the Transitional Strategy. The Parties shall complete and approve the Transitional Strategy within six months of the signing of the AIP.
- 9.7 The Devolution Agreement shall contain a timeline for the development of the Post-Devolution Strategy.

**Duration**

- 9.8 The Transitional Strategy, developed by the Parties, shall begin with the approval of the Transitional Strategy and end on the Transfer Date.

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9.9 The Post-Devolution Strategy shall begin on the Transfer Date and shall be implemented over an initial period of time to be determined by the GN and NTI. Such initial period shall be not less than five years from the Transfer Date. Prior to the end of the initial period, the GN and NTI shall conduct a review to determine if there is a requirement for the Post-Devolution Strategy after the initial period. Any extension to the initial period shall provide for subsequent reviews to be conducted by the GN and NTI.

### **Elements of the Transitional Strategy**

9.10 The Transitional Strategy shall include the following elements:

- (a) **Oversight:** Terms of reference for a tripartite advisory committee to monitor the implementation of the Transitional Strategy and provide advice, guidance, and recommendations with respect to its delivery.
- (b) **Program Management, Administration and Delivery:** A framework for program management, administration, and delivery of the Transitional Strategy which shall be based on the level of resources available.
- (c) **Environment:** Recognition that the Transitional Strategy considers the current operating environment and the existing labour force of Nunavut.
- (d) **Recruitment:**
  - (i) A focus on linking and targeting learners participating in the Transitional Strategy to employment opportunities.
  - (ii) Recognition that some external recruitment may be necessary to ensure that GN has the ability to deliver devolved programs and services on the Transfer Date.
  - (iii) Recognition that recruitment exercises should be carried out in consideration of the fact that the intention of the parties is that learners will move into jobs once their training is completed.
- (e) **Evaluation:** An approach for monitoring and evaluation of ongoing activities-to allow for adjustments and course corrections if necessary.
- (f) **Education, Training and Pre-Employment Initiatives:** Programming details, including training and accredited learning, on-the-job training, wrap around student supports, program promotion and management, including organizational structures overseeing program delivery.

### **Program Elements**

9.11 The Transitional Strategy shall include the following program elements:

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- (a) **Training and Accredited Learning:** Pre-requisite training, expected to be delivered in Nunavut and led by Nunavut Arctic College, is targeted primarily at grade 12 graduates or candidates with generally equivalent qualifications, and shall include:
- (i) training to obtain pre-requisites needed for entry into post-secondary programs; and
  - (ii) preparatory training to increase the level of readiness for entry into post-secondary programs.

For the purposes of the Transitional Strategy, post-secondary programs shall include a College or University Diploma, Certificate or Degree.

- (b) **On-the-Job Training:** The Transitional Strategy shall include a variety of on-the-job types of training initiatives, including those for learners participating in training programs (e.g. co-op or summer student placements), and those for current workers to obtain skills, experience and confidence to advance to other positions (e.g. internships, internal assignments, mentorships, secondments, interchanges, professional development).
- (c) **Student Support:** The Transitional Strategy shall include human and financial resources dedicated to maximizing student success, developing the human resource capacity needed, and recruiting Inuit into positions or into training programs to gain the necessary skills required for more skilled positions, by providing for guidance and support in areas including targeted recruitment, financial assistance, tutoring, non-academic supports, customized education plans, and participant tracking.
- (d) **Program Promotion:** The Transitional Strategy shall include human and financial resources for the overall marketing and promotion of programs, active participant recruiting, and the development of a communications strategy. Marketing, promotion, and recruitment shall involve collaboration with high schools, hamlets, community groups, Nunavut Arctic College, GN departments, and other organizations.

### **Post-Devolution Human Resources Development Strategy**

9.12 The Devolution Agreement shall contain a chapter that provides for the continuation of human resources development, training and support following the Transfer Date through the Post-Devolution Strategy. In support of the Post-Devolution Strategy, the chapter shall establish a joint review by GN and NTI to assess the implementation of the Transitional Strategy by assessing goals accomplished and determining continuing requirements for human resources development, training and support.

9.13 The Post-Devolution Strategy shall:

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- (a) be funded from the funds committed by the GN in section 12.19;
- (b) include a plan and budget for continuing human resources development, training and support after the Transfer Date; and
- (c) include mechanisms, including benchmarks, to help with any review pursuant to 9.9.

### **Financial Considerations**

9.14 GC funding for the Strategies shall be limited to the funding set out in Chapter 12.

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## CHAPTER 10 AFFECTED FEDERAL EMPLOYEES

### Objective

- 10.1 The objective of this Chapter 10 is to maximize the acceptance of job offers from the GN by Affected Federal Employees.

### Relationship to Chapter 9 Human Resource Development

- 10.2 Nothing in Chapter 9 shall be construed so as to abrogate or derogate from the rights or obligations of the Parties pursuant to this chapter.

### Cooperation

- 10.3 The GC and the GN agree to work cooperatively during the period between the signing of this AIP and the Transfer Date to ensure the orderly management of human resources matters referred to in this chapter, with such cooperation to include the establishment, as soon as practicable after the signing of this AIP, of a human resources transitional working group ("**Affected Federal Employees Working Group**") comprised of representatives from each of the Parties.
- 10.4 The Affected Federal Employees Working Group shall develop a human resources transitional work plan ("**Affected Federal Employees Work Plan**") to ensure the effective management of human resource matters referred to in this chapter. The Affected Federal Employees Work Plan shall set out the nature, timing and responsible government in respect of activities to be undertaken between this AIP and the Transfer Date to effect the transition to the GN of Affected Federal Employees who accept the job offers from the GN referred to in section 10.11, including information sharing and communication with GC employees in devolvable positions in respect of prospective employment with the GN.
- 10.5 As soon as practicable after the signing of this AIP, the GC shall, subject to any privacy restrictions, provide the GN and NTI, for the purposes of human resource planning and organizational design, with the following information:
- (a) the location, Qualification Standards, work description and associated group and level of NAO and CNGO positions related to the administration and control of Public Lands and rights in respect of Waters;
  - (b) a description of the benefits package and salary range allocated to each NAO and CNGO position related to the administration and control of Public Lands and rights in respect of Waters; and
  - (c) a breakdown of which NAO and CNGO positions related to the administration and control of Public Lands and rights in respect of Waters are currently occupied and which are vacant.

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- 10.6 When providing the information referred to in 10.5, the GC shall, to the extent permitted by applicable privacy restrictions, seek to provide the GN and NTI with the number, location, Qualification Standards, work description and associated group and level of NAO and CNGO positions related to the administration and control of Public Lands and rights in respect of Waters that are filled by Inuit.
- 10.7 The Devolution Agreement shall provide that no later than one year prior to the Transfer Date, the GC shall, subject to any privacy restrictions, provide the GN and NTI with the location, Qualification Standards, work description and associated group and level of NAO and CNGO positions in Nunavut related to the administration and control of Public Lands and rights in respect of Waters that are encumbered but are anticipated by the GC not to be effectively occupied on the Transfer Date due to some form of leave or accommodation. The GC shall provide the GN and NTI with updates to such information until the Transfer Date. The Affected Federal Employees Work Plan shall address the treatment of Affected Federal Employees who are anticipated to be on some form of leave or accommodation on the Transfer Date.
- 10.8 As soon as practicable after the signing of this AIP, the GN shall develop its preliminary organizational structure and provide it to the other Parties.

### **GN Organizational Design**

- 10.9 The Parties acknowledge that the design of the GN organizational structure is an important dimension of human resources planning in relation to Affected Federal Employees.
- 10.10 The GC agrees to inform the GN and NTI of any organizational changes materially affecting the administration and control of Public Lands and rights in respect of Waters prior to the Transfer Date, including any of the following changes to an NAO or CNGO position related to the administration and control of Public Lands and rights in respect of Waters:
- (a) changes to the location of the position;
  - (b) changes to the reporting relationship of the position; or
  - (c) changes to the Qualification Standards, work description and associated group and level of the position.

### **Offers of Employment**

- 10.11 Every full-time Affected Federal Employee shall receive an offer of full-time indeterminate employment from the GN and every part-time Affected Federal Employee shall receive an offer of not less than equivalent part-time indeterminate employment from the GN, and such offer of employment shall be made at a date to be agreed to by the GC and the GN so that the date the offer is received by each Affected Federal Employee is no later than 6 months prior to the Transfer Date.



## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 10.12 The GC shall, subject to any privacy restrictions, provide to the GN information necessary for the purposes of preparing the job offers referred to in section 10.11.
- 10.13 The information referred to in section 10.12 shall be provided by the GC to the GN no later than 12 months prior to the Transfer Date and updated information shall be provided by the GC to the GN as necessary prior to the date of the job offers referred to in section 10.11.
- 10.14 Recognizing the structural and operational differences between the GN and the GC, the GN shall, to the degree practicable, create positions within the positions created as a result of Devolution that are substantively similar to the functions and authorities of the positions of Affected Federal Employees immediately prior to the offer of employment described herein.
- 10.15 GN offers of employment to each Affected Federal Employee shall:
- (a) represent the position with the closest alignment to the functions and authorities of the substantive position held by the Affected Federal Employee immediately prior to the offer of employment within the positions created by the GN as a result of Devolution.
  - (b) provide a position which is located in the community which matches the location of the substantive position held by the Affected Federal Employee immediately prior to the offer of employment, where that substantive position is located within Nunavut;
  - (c) provide that the Affected Federal Employee will not be relocated to a different community for a period of five years from the Transfer Date;
  - (d) meet or exceed the requirements of a Type 2 alternative delivery initiative pursuant to Part VII of the National Joint Council Work Force Adjustment Directive (Canada) or equivalent provisions of any collective agreement applicable to that Affected Federal Employee; and
  - (e) for a period of five years following the Transfer Date, provide salary, benefits, and other amounts to that Affected Federal Employee the dollar value of which are reasonably comparable to, but not less than, the Federal Compensation of that Affected Federal Employee immediately prior to the Transfer Date in the manner determined in accordance with subsection 10.19(b).
- 10.16 Where an Affected Federal Employee is, at the Transfer Date, residing in a Transferred Staff Housing Unit the GN shall, at the Transfer Date, make available such Transferred Staff Housing Unit to such Affected Federal Employee.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 10.17 Subject to 10.16, the GN shall ensure, to the degree practicable, that the terms of agreement for the rental of the Staff Housing Unit in place between the GC and the Affected Federal Employee prior to the Transfer Date, are made available to such Affected Federal Employee by the GN immediately after the Transfer Date.
- 10.18 Whereas the rental amount for the Transferred Staff Housing Unit shall be determined in accordance with the general policies of the GN, the GN shall ensure that where this change results in a difference in the rental amount payable by an Affected Federal Employee, that difference shall be accounted for in determining the salary, benefits and other amounts offered by the GN to the Affected Federal Employee immediately after the Transfer Date in accordance with subsection 10.15(e).
- 10.19 The GC and the GN shall determine prior to the signing of the Devolution Agreement:
- (a) the Federal Compensation to which each Affected Federal Employee will be entitled immediately prior to the Transfer Date and the salary as calculated pursuant to the GN Pay System and those GN benefits and other amounts to which each Affected Federal Employee will be entitled immediately after the Transfer Date; and
  - (b) the form, duration, and amount of salary, benefits, and other amounts to be offered by the GN to each Affected Federal Employee in order to meet the requirements of subsection 10.15(e) and section 10.18.
- 10.20 For the purposes of subsection 10.15(e), any relocation benefits or severance payment entitlements of an Affected Federal Employee are not to be taken into account in determining the monetary value of the salary and benefits of an Affected Federal Employee immediately prior to the Transfer Date.
- 10.21 Each Affected Federal Employee shall have 60 calendar days to accept in writing the offer of employment referred to in section 10.11.
- 10.22 Each Affected Federal Employee who accepts an offer of employment from the GN referred to in section 10.11 shall:
- (a) as of the Transfer Date, be eligible to participate in the health care, disability, life insurance, death benefits, dental, pension plans, and other applicable GN benefits pursuant, where applicable, to the GN Collective Agreement, GN Excluded Employees' Handbook and the GN Senior Managers' Handbook without any applicable waiting periods, unless the employee is subject to a waiting period immediately prior to the Transfer Date;
  - (b) as of the Transfer Date, not be subject to a probationary period unless the employee is subject to a probationary period with the GC immediately prior to the Transfer Date, in which case the probationary period of that employee with the GN will be no longer than the remainder of that probationary period;

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (c) as of the Transfer Date, be entitled to GN benefits based on the aggregate of that employee's:
    - (i) Federal Service, and
    - (ii) continuous employment with the GN after the Transfer Date;
  - (d) on the Transfer Date, be advanced by the GN one year's entitlement of vacation leave, calculated, where applicable, in accordance with the GN Collective Agreement, the GN Excluded Employees' Handbook and the GN Senior Managers' Handbook, on the basis of that employee's Federal Service;
  - (e) on the Transfer Date, in addition to vacation leave advanced under subsection 10.22(d), be credited by the GN with vacation leave credits equal to the federal vacation leave credits earned and unused by the Affected Federal Employee immediately prior to the Transfer Date, up to a maximum of one year's entitlement of vacation leave credits determined at the applicable GN accrual rate; and
  - (f) as of the Transfer Date, be entitled to sick leave credits equal to the amount of earned and unused sick leave available to the Devolved Federal Employee immediately prior to the Transfer Date, and begin to accrue sick leave in accordance with, where applicable, the GN Collective Agreement, the GN Excluded Employees' Handbook and the Senior Managers' Handbook.
- 10.23 Each Affected Federal Employee's unused federal vacation leave credits in excess of those referred to in subsection 10.22(e) shall be paid out in full by the GC to that Affected Federal Employee upon his or her termination by the GC.
- 10.24 The GN shall have no obligation or liability in respect any relocation benefits or severance payment entitlements of an Affected Federal Employee arising from that employee's Federal Service.
- 10.25 With respect to pension plans and for the purposes of the *Public Service Superannuation Act* (Canada), the employment of each Affected Federal Employee who accepts an offer of employment from the GN shall be deemed not to be interrupted by reason of that employee's termination of employment with the GC as a result of devolution.
- 10.26 Without obligations of any kind on the GC or the GN, the GN shall consider offering employment to each Federal Term Employee who will be terminated on the Transfer Date as a result of devolution.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **GN Collective Agreement**

10.27 The GC and the GN acknowledge that the consent of the parties to the GN Collective Agreement is required in respect of any amendments to that agreement which may be required to implement the provisions of the Devolution Agreement corresponding to this chapter.

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**CHAPTER 11  
PROPERTIES, ASSETS, RECORDS AND CONTRACTS**

**Federal Buildings**

- 11.1 The Devolution Agreement shall provide that the GC shall transfer to the Commissioner, as of the Transfer Date, administration and control of the Listed Federal Buildings.
- 11.2 The GC and the GN acknowledge that the Listed Federal Buildings attached hereto as Appendix 1 to this chapter is a preliminary list and subject to amendment prior to finalization as contemplated in section 11.3.
- 11.3 The GC, in Consultation with the GN, shall develop a list of Federal Buildings to be transferred pursuant to section 11.1, which list shall be finalized prior to the signing of the Devolution Agreement and shall be appended to and form part of the Devolution Agreement.
- 11.4 Where NAO or CNGO is the occupant of premises in a Federal Building under the administration and control of CIRNAC and such Federal Building is not a Listed Federal Building, CIRNAC and the GN shall enter into an agreement for occupancy prior to the Transfer Date, which agreement, unless otherwise agreed, shall:
- (a) take effect at the Transfer Date;
  - (b) provide for the occupancy by the GN of the premises which were occupied by NAO or CNGO prior to the Transfer Date in respect of responsibilities transferred pursuant to the Devolution Agreement;
  - (c) provide for the term for which the agreement shall remain in effect; and
  - (d) provide for terms and conditions of the GN's occupancy based on commercial lease practices in respect of similar premises.
- 11.5 Where the GC continues to require premises within a Listed Federal Building for its functions after the Transfer Date, the GN shall, upon request by the GC, enter into an agreement for occupancy with the GC, prior to the Transfer Date, which agreement unless otherwise agreed, shall:
- (a) take effect at the Transfer Date;
  - (b) provide for the occupancy of the premises which were occupied by the GC prior to the Transfer Date;
  - (c) provide for the term for which the agreement shall remain in effect; and
  - (d) provide for terms and conditions of the GC's occupancy based on commercial lease practices in respect of similar premises.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 11.6 The GC shall provide the GN reasonable opportunity to conduct inspections of any Listed Federal Building and such inspections shall be scheduled and conducted in a manner that minimizes disruption to the GC's operations.
- 11.7 The GC will continue its regular scheduled maintenance of Listed Federal Buildings until the Transfer Date.
- 11.8 In respect of each Listed Federal Building the GC shall, as soon as practicable following the signing of the Devolution Agreement, provide the GN with a current Phase I Environmental Site Assessment report.
- 11.9 Where any Phase I Environmental Site Assessment referred to in section 11.8 indicates a likelihood of contamination, a higher level Environmental Site Assessment shall be undertaken by the GC and provided to the GN as soon as practicable after receipt of the Phase I Environmental Site Assessment, and in any event no later than six months prior to the Transfer Date.
- 11.10 The GC shall be responsible for Remediation, in accordance with CCME Guidelines, of any deficiencies identified under an Environmental Site Assessment report referred to in section 11.8 or 11.9.
- 11.11 Each Listed Federal Building shall, on the Transfer Date, be in a condition adequate to:
- (a) meet the functional requirements related to the functions for which such building is used by the GC immediately prior to the Transfer Date; and
  - (b) meet the minimum statutory and regulatory health and safety requirements such building will be subject to immediately prior to the Transfer Date.
- 11.12 The GC will discuss with the GN any issues that the GN identifies with respect to a Listed Federal Building not meeting the minimum statutory and regulatory health and safety requirements the building will be subject to immediately following transfer.
- 11.13 The GC shall endeavour to complete the Remediation referred to in section 11.10, and remedy any deficiencies to meet the requirements of section 11.11 prior to the Transfer Date. Where such Remediation or remedying of deficiencies is not completed prior to the Transfer Date, the GC shall:
- (a) complete the Remediation or remedying of any deficiencies as soon as practicable after the Transfer Date; or
  - (b) subject to agreement by the GN, pay to the GN funds in lieu of the GC completing the Remediation or completing the remedying of deficiencies.
- 11.14 In respect of each Listed Federal Building that is under the administration and control of Public Works Canada, the GC shall provide the GN ongoing funding for:

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (a) payment in lieu of taxes; and
- (b) operations and maintenance,

in an amount equal to the amount Public Works Canada was funded for the Listed Federal Building immediately prior to the Transfer Date.

11.15 The GC and GN acknowledge that the funding referred to in section 11.14 is included in the ongoing funding referred to in section 12.20.

### **Owned Staff Housing Units**

11.16 The GC and the GN acknowledge that the Owned Staff Housing Units set out in Appendix 1 to this chapter is a preliminary list and subject to amendment prior to finalization as contemplated in sections 11.17 and 11.18.

11.17 The GC shall Consult with the GN regarding any changes to the list referred to in section 11.16 and the GC shall provide an updated list to the GN to be appended to the Devolution Agreement.

11.18 The Devolution Agreement shall provide that the GC shall Consult with the GN regarding any changes to the list appended to the Devolution Agreement pursuant to section 11.17 following which the GC shall finalize the list and provide it to the GN no later than six months prior to the Transfer Date.

11.19 The Devolution Agreement shall provide that the GC shall transfer to the Commissioner, as of the Transfer Date, administration and control of the Owned Staff Housing Units set out in the finalized list referred to in section 11.18.

11.20 Sections 11.8 to 11.13 shall apply to the Owned Staff Housing Units referred to in sections 11.17 and 11.18 in the same manner as they apply to Listed Federal Buildings.

### **Federal Leaseholds**

11.21 The GC shall assign to the GN on and, with effect from, the Transfer Date, the leases listed in Appendix 2 to this Chapter. The GC and GN acknowledge that the list attached hereto as Appendix 2 is a preliminary list and is subject to amendment prior to finalization.

11.22 Public Works Canada and the GN shall enter into an agreement for occupancy in respect of the GN occupancy of premises where:

- (a) Public Works Canada is a lessee of the premises, the premises are occupied, in whole or in part, by NAO or CNGO in respect of responsibilities transferred pursuant to the Devolution Agreement and the retention of the leasehold interest of Public Works Canada is required after the Transfer Date for federal program purposes; or

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (b) a Federal Building under the administration and control of Public Works Canada, which is not a Listed Federal Building, is occupied by NAO or CNGO in respect of responsibilities transferred pursuant to the Devolution Agreement.

11.23 Unless otherwise agreed by the GN and Public Works Canada, an agreement for occupancy referred to in section 11.22 shall:

- (a) take effect at the Transfer Date;
- (b) provide for the occupancy by the GN of the premises which were occupied by NAO or CNGO prior to the Transfer Date, in respect of responsibilities transferred pursuant to the Devolution Agreement;
- (c) provide for occupancy costs, terms and conditions equivalent to those of the NAO or CNGO occupancy immediately prior to the Transfer Date;
- (d) provide for the term for which the agreement shall remain in effect; and
- (e) subject to subsection 11.23(c), provide for other terms and conditions of the GN occupancy based on commercial lease practices in respect of similar premises.

### **Leased Staff Housing Units**

11.24 The GC and the GN acknowledge that the Leased Staff Housing Units set out in Appendix 2 to this Chapter 11 is a preliminary list and subject to amendment prior to finalization as contemplated in sections 11.25 and 11.26.

11.25 The GC shall Consult with the GN regarding any changes to the list referred to in section 11.24 and the GC shall provide an updated list to the GN to be appended to the Devolution Agreement.

11.26 The Devolution Agreement shall provide that the GC shall Consult with the GN regarding any changes to the list appended to the Devolution Agreement pursuant to section 11.25 following which the GC shall provide the GN with an updated preliminary list six months prior to the Transfer Date and a finalized list three months prior to the Transfer Date.

11.27 The Devolution Agreement shall provide that the GC will make best efforts to assign to the GN, as of the Transfer Date, the GC's leasehold interest in, including all rights and obligations of the GC under, each of the leases set out on the finalized list referred to in section 11.26.

11.28 Prior to the Transfer Date the GC shall provide the GN with a listing of the leases set out in the finalized list referred to in section 11.26 which are to be transferred.

11.29 Prior to the Transfer Date the GC shall provide the GN with a listing of leases set out in the finalized list referred to in section 11.26 which are not to be transferred and a summary of the efforts made to secure the assignment of the lease.



## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 11.30 The GC shall provide the GN reasonable opportunity to conduct inspections of any Leased Staff Housing Unit referred to in the lists set out in sections 11.24, 11.25 and 11.26.
- 11.31 The GC will continue any regular scheduled maintenance of the Leased Staff Housing Units referred to in the finalized lists referred to in sections 11.24, 11.25 and 11.26 until the Transfer Date.

### **Moveable Assets**

- 11.32 As soon as practicable after the signing of this AIP, the GC shall provide to the GN a preliminary list of Moveable Assets dedicated to or used by NAO or CNGO in respect of responsibilities transferred pursuant to the Devolution Agreement. The list may identify or describe Moveable Assets individually, by category or by class.
- 11.33 The GC shall update the list described in section 11.32 periodically and immediately prior to the Transfer Date.
- 11.34 Upon request by the GN, the GC shall provide the GN reasonable opportunity to inspect any Moveable Asset identified or described on the list referred to in section 11.32, as updated pursuant to section 11.33. The GN and the GC agree to schedule and conduct such inspections in a manner that minimizes disruption to the GC's operations.
- 11.35 Each Moveable Asset on the list referred to in section 11.32, as updated pursuant to section 11.33, shall, on the Transfer Date, be in a state of repair adequate to meet the functional requirements related to the functions for which such asset is used by the GC immediately prior to the Transfer Date.
- 11.36 The GC will continue its regular scheduled maintenance of the Moveable Assets until the Transfer Date.
- 11.37 On the Transfer Date the GC shall transfer to the GN all Moveable Assets identified on the list described in section 11.32, as updated pursuant to section 11.33.

### **IT Assets**

- 11.38 As soon as practicable after the signing of this AIP, the GC and the GN shall share information related to their respective IT Assets for the purpose of planning the integration of IT Assets into the GN infrastructure.
- 11.39 The GC and the GN shall work cooperatively between the signing of this AIP and the Transfer Date to ensure the orderly integration of IT Assets into the GN infrastructure, such cooperation shall include the establishment of an IT work plan and regular meetings of a formal IT working group comprised of representatives from the GC and the GN.
- 11.40 As soon as practicable after the signing of this AIP, the IT working group shall develop an IT Assets work plan to address:

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- (a) the identification and evaluation of IT Assets to be transferred;
- (b) any compatibility concerns relating to IT Assets; and
- (c) the orderly transfer and integration of IT Assets into the GN infrastructure.

11.41 Each of the GC and the GN shall, prior to the Transfer Date, Consult with the other in respect of any material investments in IT Assets.

### **Copyright in Publications**

11.42 Prior to the Transfer Date, the GC shall assign copyright to, or licence the use by, the GN of those works used by NAO or CNGO in respect of responsibilities transferred to the GN pursuant to the Devolution Agreement.

11.43 Notwithstanding section 11.42, only the copyright that may subsist in legends, annotations, sketches and other additions to maps created by NAO or CNGO personnel are assigned pursuant to section 11.42, and any other copyright owned by the GC in maps, including topography information, is excluded from the assignment of copyright referred to in section 11.42.

11.44 Nothing in section 11.43 shall affect the validity of any licence provided by the GC to the GN for the use of any map or prevent the GN from obtaining such a licence from the GC in relation to any map.

11.45 If, after the Devolution Agreement is signed, the GN needs, for the continued fulfilment of the responsibilities transferred to it pursuant to the Devolution Agreement, to use any work in which the GC owns copyright, the GC and the GN shall enter into arrangements to ensure that enough copies of the work will be made available to the GN, including, but not limited to, arrangements for the assignment or licensing of copyright in such work.

### **Computer Programs Copyright and Licences**

11.46 Prior to the Transfer Date, the GC shall provide for the assignment of copyright to, or licence the use by, the GN of those computer programs used by NAO or CNGO in relation to the administration and control of Public Lands and rights in respect of Waters.

11.47 Where a computer program used by NAO or CNGO in relation to the administration and control of Public Lands and rights in respect of Waters cannot, or the GN and the GC agree will not, be assigned or licenced to the GN pursuant to section 11.42, the GC shall ensure that the GN has use of such computer program as is reasonably necessary for the GN to fulfill the responsibilities transferred to it pursuant to the Devolution Agreement.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### Contracts

- 11.48 Prior to the signing of the Devolution Agreement, the GC shall provide the GN with a list of all contracts entered into by the GC which:
- (a) are in respect of NAO or CNGO functions that will no longer be performed by the GC after the Transfer Date; and
  - (b) have terms which expire after the Transfer Date.
- 11.49 The GC shall indicate on the list referred to in section 11.48 the contracts in respect of which the GN will agree to assume from the GC all of the GC's rights and obligations as of the Transfer Date.
- 11.50 The GC shall Consult with the GN regarding the list referred to in section 11.48 following which the GC will finalize the list and provide it to the GN prior to the Transfer Date.
- 11.51 Where the GC and GN develop or amend the list of contracts referred to in section 11.48, the GC and the GN shall deliver notice to NTI within 15 days of the date of such amendment.
- 11.52 The GN shall agree to assume from the GC all of the GC's rights and obligations, as of the Transfer Date, under each of the contracts set out on the finalized list referred to in section 11.48.
- 11.53 Where a contract on the list referred to in section 11.48 does not allow for the GN to assume the GC's rights and obligations as contemplated by section 11.49, or a party to the contract does not provide consent required under the contract for such assumption to occur, the GC shall, in the Legislation referred to in section 5.6, make provision for such assumption to occur and for compensation to any party to the contract, other than the GN, for costs or losses, if any, arising from such assumption.
- 11.54 In the unanticipated event that there is new procurement concerning properties, assets, records and services that are the subject of this Chapter, the GC and GN will provide reasonable support and assistance to Inuit firms to enable them to compete for the new contracts, in accordance with Article 24 of the Nunavut Agreement and, for the GN, the *Nunavuumi Nangminiaqtunik Ikajuuti Regulations* (also known as the NNI regulations).

### Records

- 11.55 As soon as practicable after the signing of this AIP, the GC and the GN shall develop a list of all Records, or classes of Records, under the control of the GC which are necessary for the GN to fulfill the responsibilities transferred to it pursuant to the Devolution Agreement.
- 11.56 Subject to applicable Legislation, the GC shall provide to the GN on or before the Transfer Date originals or copies of all Records on the list referred to in section 11.55.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 11.57 Upon request of the GN made with reasonable notice, the GC shall provide the GN with the original or a copy of a Record that has not been provided to the GN pursuant to section 11.56, where that Record is under the control of the GC and relates to the responsibilities transferred to the GN pursuant to the Devolution Agreement.
- 11.58 Notwithstanding sections 11.56 or 11.57, where for any reason the original Record cannot be transferred or copied, the Record will be loaned subject to such terms as may be agreed upon by the GC and the GN.
- 11.59 Prior to the provision of Records to the GN, CIRNAC's Records retention and disposition schedules shall be applied.
- 11.60 Records provided to the GN pursuant to section 11.58 shall be under the custody and control of the GN and the *Access to Information and Protection of Privacy Act* (Nunavut) and related territorial Legislation will apply, as the case may be, to such Records.
- 11.61 Notwithstanding section 11.56, 11.57 or 11.58, prior to the provision of any Record to the GN, the GC may remove any information subject to solicitor-client privilege.
- 11.62 Notwithstanding section 11.56, 11.57 or 11.58, prior to the provision of any Record to the GN, the GC shall:
- (a) remove information containing confidences of the Queen's Privy Council;
  - (b) subject to section 11.64, remove personal information as defined by the *Privacy Act* (Canada); and
  - (c) subject to section 11.66, remove information received from a third party as defined by the *Access to Information Act* (Canada).
- 11.63 Where the information referred to in section 11.62 has been removed from a Record, the GC shall make a notation in that Record indicating that information has been removed and the ground pursuant to section 11.62 on which that information has been removed.
- 11.64 Where a Record provided to the GN pursuant to section 11.56, 11.57 or 11.58 contains personal information referred to in subsection 11.62(b) but that information is required for the continued fulfillment by the GN of the responsibilities transferred to it pursuant to the Devolution Agreement, the information shall not be removed from that Record.
- 11.65 The use by GN of the personal information referred to in section 11.64 shall be subject to the *Access to Information and Protection of Privacy Act* (Nunavut) and any applicable provisions of other territorial Legislation relating to the access to information or the protection of privacy.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

- 11.66 Where a Record provided to the GN pursuant to section 11.56, 11.57 or 11.58 contains third party information referred to in subsection 11.62(c) but that information is required for the continued fulfillment by the GN of the responsibilities transferred to it pursuant to the Devolution Agreement, the information shall not be removed from that Record.
- 11.67 Where third party information referred to in subsection 11.62(c) is included in a Record provided to the GN pursuant to section 11.56, 11.57 or 11.58, the GN shall maintain any confidentiality under which this information was provided to the GC.
- 11.68 The GN shall determine, in consultation with the GC, whether any amendment to its Legislation is necessary in order to comply with the obligations of the GN in respect of the maintenance of the confidentiality or privacy of information contained in Records provided to the GN pursuant to the Devolution Agreement. If such Legislation is determined to be necessary, the GN shall introduce and support as a government measure such Legislation.
- 11.69 Federal Legislation shall provide that:
- (a) any Record provided to the GN pursuant to section 11.56, 11.57 or 11.58 that is subject to solicitor-client privilege immediately prior to the Transfer Date shall remain subject to solicitor-client privilege notwithstanding that the Record has been provided to the GN; and
  - (b) solicitor-client privilege attaching to any Record referred to in subsection 11.69(a) shall not be waived by the GN without the written consent of the Minister of Indian Affairs and Northern Development and, without limiting the generality of the foregoing, the GN shall not, without the written consent of the Minister of Indian Affairs and Northern Development:
    - (i) use any Record referred to in subsection 11.69(a) in any court proceedings; or
    - (ii) disclose any Record referred to in subsection 11.69(a) to anyone other than its employees and agents, subject to applicable law.

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NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

APPENDIX 1 TO CHAPTER 11

Preliminary List of Federal Buildings and Owned Staff Housing Units to be transferred:

Listed Federal Buildings:

	Property Name	Street Address	Community
1.	Qimugjuk Building #969	Corner of Federal Road and Nunavut Road	Iqaluit
2.	Warehouse/ Garage	Lot 40 Main Street	Rankin Inlet
3.	Vacant lot	#47	Taloyoak

Owned Staff Housing Units:

	Property Name	Legal Description	Community	Current Use
1.	House	Plan 1353, Lot 371	Rankin Inlet	Staff Housing Unit
2.	House	Plan 1353, Lot 372	Rankin Inlet	Staff Housing Unit

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NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

APPENDIX 2 TO CHAPTER 11

Preliminary List GC Leases to be assigned:

**Office Leases:**

	<b>Property Name</b>	<b>Street Address</b>	<b>Community</b>
1.	<b>Office building KDL Building – offices, boardroom, reception area</b>	<b>24-4<sup>th</sup> Silulliq</b>	<b>Rankin Inlet</b>
2.	<b>Warehouse</b>	<b>1322 Federal Road</b>	<b>Iqaluit</b>
3.	<b>Llaanilu Centre Office Building office, reception area and garage</b>	<b>1 Amagok Street</b>	<b>Kugluktuk</b>

**Leased Staff Housing Units:**

The Devolution Agreement shall contain the preliminary list of Leased Staff Housing Units.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 12 FINANCIAL MATTERS

### **One-Time Funding for Transitional Activities**

- 12.1 The GC shall provide the GN a total amount not to exceed \$67,250,000 in one-time funds for all one-time transitional activities including those listed in Appendix 1 to this Chapter 12.
- 12.2 The GC shall provide NTI a total amount not to exceed \$1,750,000 in one-time funds for all one-time transitional activities including those listed in Appendix 2 to this Chapter 12.

### **One-Time Transitional Funding between the AIP and the Devolution Agreement**

- 12.3 Of the total amount referred to in section 12.1, the GC shall provide to the GN the amount of \$6,000,000 between the signing of this AIP and the signing of the Devolution Agreement to carry out all one-time transitional activities including the activities set out in Part 1 of Appendix 1 to this Chapter 12.
- 12.4 The contribution by the GC referred to in section 12.3 shall be made by the GC in the following manner:
- (a) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2020, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000; and
  - (b) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2021, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000.
- 12.5 Of the total amount referred to in section 12.2, the GC shall provide to NTI the amount of \$650,000 between the signing of this AIP and the signing of the Devolution Agreement to carry out all one-time transitional activities including the activities set out in Part 1 of Appendix 2 to this Chapter 12.
- 12.6 The contribution by the GC referred to in section 12.5 shall be made by the GC in the following manner:
- (a) the GC and NTI shall enter into a funding agreement, with effect from April 1, 2020, pursuant to which the GC shall provide funding to NTI in the amount of \$325,000; and
  - (b) the GC and NTI shall enter into a funding agreement, with effect from April 1, 2021, pursuant to which the GC shall provide funding to NTI in the amount of \$325,000.



## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **Funding Agreements – One-Time Transitional Activities**

- 12.7 The funding agreements referred to in sections 12.4 and 12.6 shall be consistent with the GC's Policy on Transfer Payments and, among other conditions, provide:
- (a) payment schedules;
  - (b) reporting requirements;
  - (c) the list of one-time transitional activities to be carried out by each Party during the year; and
  - (d) provide that in the event the Devolution Agreement is not concluded, the GC shall be entitled to recover any unexpended funds from the GN or NTI which were transferred to them to carry out the one-time activities listed pursuant to subsection 12.7(c).

### **One-Time Transitional Funding following the Devolution Agreement**

- 12.8 The timing and funding mechanisms of the payment by the GC to the GN of the remaining amount of \$61,250,000 (the total of \$67,250,000 referred to in section 12.1 less the \$6,000,000 referred to in section 12.3) shall be set out in the Devolution Agreement.
- 12.9 The payment by the GC to the GN of the remaining amount of \$61,250,000 referred to in section 12.8 shall be subject to the Parties signing the Devolution Agreement.
- 12.10 Unless otherwise agreed in the Devolution Agreement, the payment of the funds by the GC to the GN referred to in section 12.9 shall be for the purpose of one time transitional activities and projects that are expected to include those set out in Part 2 and Part 3 of Appendix 1 to this Chapter 12.
- 12.11 The timing and funding mechanisms of the payment by the GC to NTI of the remaining amount of \$1,100,000 (the total of \$1,750,000 referred to in section 12.2 less the \$650,000 referred to in section 12.5) shall be set out in the Devolution Agreement.
- 12.12 The payment by the GC to NTI of the remaining amount of \$1,100,000 referred to in section 12.11 shall be subject to the Parties signing the Devolution Agreement.
- 12.13 Unless otherwise agreed in the Devolution Agreement, the payment of the funds by the GC to NTI referred to in section 12.11 shall be for the purpose of one time transitional activities that are expected to include those set out in Part 2 of Appendix 2 to this Chapter 12.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **Human Resource Development Funding – Post AIP**

- 12.14 The GC shall contribute a total amount of \$15,000,000 to fund the human resources development activities referred to in Chapter 9 between the date of approval of the Transitional Strategy and the Transfer Date. The GC shall not be obligated to provide additional funding for the activities referred to in Chapter 9.
- 12.15 Of the total amount referred to in section 12.14, the GC shall make available prior to the signing of the Devolution Agreement the amount of \$6,000,000 in the following manner:
- (a) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2020, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000; and
  - (b) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2021, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000.
- 12.16 Any payment by Canada of the funds referred to in section 12.15 shall be made in accordance with the GC's Policy on Transfer Payments.
- 12.17 The timing and funding mechanisms of the payment of the remaining amount of \$9,000,000 (the total of \$15,000,000 referred to in section 12.14 less the \$6,000,000 referred to in section 12.15) shall be set out in the Devolution Agreement.
- 12.18 The contribution by the GC of any of the remaining \$9,000,000 referred to in section 12.17, shall be subject to the Parties signing the Devolution Agreement.

### **Ongoing Funding for Human Resources Development**

- 12.19 Following the Transfer Date, the GN shall make available annual funding in the amount of \$5,000,000 for the implementation of the Post-Devolution Strategy.

### **Ongoing Funding to the GN**

- 12.20 The Devolution Agreement shall provide for the transfer to the GN of annual funding in the amount of \$84,000,000 by making an adjustment, on the Transfer Date, to the Gross Expenditure Base as determined under the *Federal-Provincial Fiscal Arrangements Act* and *Federal-Provincial Fiscal Arrangements Regulations, 2007* or any successor program governing the financial arrangements between the GC and the GN.

### **Ongoing Funding to NTI**

- 12.21 The Devolution Agreement shall provide for the transfer to NTI of annual funding in the amount of \$3,000,000.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

12.22 NTI acknowledges that the on-going funding amount of \$3,000,000 referred to in section 12.21 includes the total amount the GC will fund NTI in respect of all of the costs of NTI arising from the Devolution Agreement from and after the Transfer Date, including any costs of NTI arising from Chapter 7 of this AIP and the cost of NTI's participation on the Impacted Sites Management Committee referenced in section 8.73.

12.23 Commencing on the first anniversary of the Transfer Date and annually thereafter the payments pursuant to section 12.21 shall be adjusted to reflect the change between FDDIPI determined for the period of the most recent quarter preceding the anniversary of the Transfer Date ("FDDIPI<sub>y-1</sub>") and FDDIPI determined for the period of the most recent quarter preceding the most recent previous anniversary of the Transfer Date ("FDDIPI<sub>y-2</sub>") in accordance with the following formula:

$$P_y = P_{y-1} \times (FDDIPI_{y-1}/FDDIPI_{y-2}),$$

where:  $P_y$  is the payment for the current fiscal year; and

$P_{y-1}$  is the actual payment for the fiscal year previous to the current fiscal year.

12.24 If the GC adopts an annual escalator formula based on a different price index than FDDIPI for on-going funds provided to other Indigenous groups, to which an annual escalator formula based on FDDIPI currently applies, then the GC and NTI shall review the use of the FDDIPI price index in the escalator formula set out in section 12.23.

### Other Funding

12.25 The Devolution Agreement shall set out funding provisions to reflect the following post-Transfer Date obligations. These funding provisions shall be in addition to the ongoing funds identified at section 12.20. Funding provisions shall reflect:

- (a) funding to be provided to the GN in respect of the cost of the Nunavut Surface Rights Tribunal and the Nunavut Water Board continued under territorial Legislation referred to in subsection 5.7(b); and
- (b) the dollar value of the federal vacation leave referred to in subsection 10.22(e).

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## APPENDIX 1 TO CHAPTER 12

**Part 1 of Appendix 1 - Activities expected, and that may include but not be limited to, between the signing of this AIP and the signing of the Devolution Agreement:**

### **Assets assessment**

- Assessment of federal buildings, surveys, legal registration

### **Information Systems**

- Assessment of GN post-devolution requirements and compatibility, evaluation of GC's IT/IS systems, evaluation of provincial systems

### **Human Resources Development**

- Involvement in implementation of the Transitional Strategy

### **Organizational Design**

- Development of an appropriate organizational design

### **Records management**

- Records inventory review, districts site visits, assessment and identification
- GN information needs assessment

### **Impacted Sites**

- Inventory assessments

### **Water Network**

- Assessment of hydrometric and water network requirements

### **Official Languages**

- Assessment of requirements

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

**Part 2 of Appendix 1 - Activities expected, and that may include but not be limited to, between the signing of the Devolution Agreement and the Transfer Date:**

## **Integration**

### **Implementation Plan**

- Development and implementation of the Implementation Plan

### **Organizational Design**

- Finalize an appropriate organizational design

### **Transition team**

- Transition, implementation activities, planning, and working groups

### **Human Resources Development**

- Involvement in implementation of the Transitional Strategy
- Develop Post-Devolution Strategy

### **Human Resources**

- Job description preparation, evaluation and matching and Labour Relations
- Recruitment activities (including early hire), compensation survey and research, staff orientation plans, training and development plans

### **Properties and Space**

- Assessment of federal buildings, surveys, legal registration
- Tenant improvements, office churn, office furniture and equipment, LAN, staff and equipment relocations

### **Movable Assets**

- Preparing inventories, identification of deficiencies, review and assessment of Moveable Assets

### **Information Systems**

- Assessment of GN post-devolution requirements and compatibility, evaluation of GC's IT/IS systems, evaluation of provincial systems
- Purchase and installation of desktops

# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## **Files and Records**

- Records inventory review, districts site visits, assessment and identification
- Transition planning, transfer management, scheduling and integration
- Preparation of Records centre for the transfer, data input into IRMS database, and staff training
- GN information needs assessment
- Design IM structure, acquisition and installation of major systems & equipment and advance testing

## **Contracts**

- Review of contracts/leases, assignments

## **Impacted Sites**

- Inventory assessments, planning and site auditing

## **Legislation**

- Drafting, legal support, policy support, consultations

## **Communications**

- Plans and products for employees, target groups and general public

## **Water Network**

- Assessment of hydrometric network requirements

## **Official Languages**

- Translations services, Legislative review/translations, public service delivery integration, signage, forms, etc.

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## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **Part 3 of Appendix 1 – Infrastructure Projects, which may include but are not limited to:**

- Warehouses
- Core Library
- Water Laboratory
- Water Stations
- Employee Housing

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## APPENDIX 2 TO CHAPTER 12

**Part 1 of Appendix 2 – Activities expected, and that may include but not be limited to, between the signing of this AIP and the signing of the Devolution Agreement:**

- Review and comment on GN organizational design
- Review and comment on GC Impacted Sites inventory, site assessment
- Negotiation respecting the bilateral agreement referred to in section 7.1 of this AIP
- Involvement in implementation of the Transitional Strategy

**Part 2 of Appendix 2 - Activities expected, and that may include but not be limited to, between the signing of the Devolution Agreement and the Transfer Date:**

- Review and comment on GN organizational design
- Review and comment on GC Impacted Sites inventory, site assessment
- Implementation of the bilateral agreement referred to in section 7.1 of this AIP
- Involvement in implementation of the Transitional Strategy
- Involvement in development and implementation of the Devolution Implementation Plan
- Review and consultation in respect of draft GC implementing legislation
- Review and consultation in respect of draft GN mirror legislation
- Development of the Post-Devolution Strategy

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 13 NET FISCAL BENEFIT

- 13.1 Other than as set out in the provisions of this Chapter 13, Resource Revenues and the tax bases associated with Resource Revenues shall not be included in the calculation of the Territorial Formula Financing Payment.
- 13.2 In respect of Resource Revenues derived in each fiscal year beginning on the Transfer Date, an amount equal to 100 percent of the Resource Revenue Subject to Offset shall be deducted from the GN's Territorial Formula Financing Payment.
- 13.3 For the purpose of section 13.2, Resource Revenue Subject to Offset in a fiscal year shall be equal to:
- (a) the greater of:
    - (i) total Resource Revenues less \$9,000,000 and
    - (ii) zero dollars, or
  - (b) upon the election of GN, total Resource Revenues less the lesser of:
    - (i) 50 percent of Resource Revenues, or
    - (ii) five percent of the GN's Gross Expenditure Base used in the determination of the GN's Territorial Formula Financing Payment for the fiscal year to which the Resource Revenues are attributable.
- 13.4 The Minister of Finance of the GN may make the election referred to in subsection 13.3(b) by communicating it in writing to the Minister of Finance of the GC prior to December 1 of the fiscal year following the year in which the Resource Revenues in respect of which the election is made have been derived.
- 13.5 Once made, the election referred to in section 13.4 cannot be revoked, and the calculation of Resource Revenue Subject to Offset in all subsequent years shall be done pursuant to subsection 13.3(b).
- 13.6 The GN shall be responsible for making Settlement and Land Claims Agreement Payments.
- 13.7 The GN shall provide the Minister of Finance of the GC with an assessment of the amount of Resource Revenues derived in each fiscal year on or before December 1 of the following fiscal year.
- 13.8 Sections 13.2 and 13.3 may be amended with the written consent of the GC and the GN.
- 13.9 The GN shall Consult with NTI with respect to any proposed amendment of sections 13.2 and 13.3.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

13.10 The GC and the GN shall conduct a review of sections 13.2 and 13.3:

- (a) in the fifth year following the Transfer Date and at five year intervals thereafter; or
- (b) at any other time as may be agreed by the GC and the GN.

13.11 The purpose of the review referred to in section 13.10 is to ensure that the Net Fiscal Benefit:

- (a) remains consistent with the principles of Territorial Formula Financing Payments;
- (b) corresponds to the benefits received by resource-producing provincial jurisdictions under the provincial equalization program; and
- (c) continues to provide an additional incentive for the GN to develop natural resources.

13.12 The GC and the GN shall make best efforts to complete a review referred to in section 13.10 within six months from the beginning of the review.

13.13 Unless otherwise agreed by the GC and the GN, any adjustment arising from a review referred to in section 13.10 shall take effect on April 1st of the fiscal year immediately following the review.

13.14 Notwithstanding section 13.13, if, despite making best efforts, the GC and the GN are unable to complete the review within the six month period referred to in section 13.12, the GC and the GN shall, as part of the review, determine the implementation date of any adjustment arising from the review.

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# NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

## CHAPTER 14 IMPLEMENTATION MATTERS

### Implementation Planning Committee

- 14.1 As soon as practicable after the signing of this AIP the Parties shall establish an Implementation Planning Committee.
- 14.2 The Implementation Planning Committee shall take direction from the Chief Negotiators.
- 14.3 The Implementation Planning Committee shall be comprised of two representatives of each of the Parties.
- 14.4 The Parties shall be responsible for their respective costs of participation on the Implementation Planning Committee.

### Implementation Plan

- 14.5 Prior to the signing of the Devolution Agreement, the Implementation Planning Committee shall develop and recommend to the Chief Negotiators an Implementation Plan to guide the implementation of the Devolution Agreement, which final Implementation Plan accepted by the Chief Negotiators shall be appended to the Devolution Agreement. The Implementation Plan shall identify:
  - (a) the responsibilities and activities required to implement the Devolution Agreement including legislative requirements arising from the provisions of the Devolution Agreement;
  - (b) the parties to the Devolution Agreement responsible for, and the required time frames to fulfill, the responsibilities and the activities identified in the Implementation Plan;
  - (c) communication and information strategies in respect of the implementation of the Devolution Agreement;
  - (d) a process to facilitate co-ordination and co-operation among the parties to the Devolution Agreement to carry out the Implementation Plan, including a process to determine that the identified responsibilities and activities have been fulfilled; and
  - (e) any other implementation matters as the parties may agree.
- 14.6 Notwithstanding section 14.5, the Implementation Plan shall not form part of the Devolution Agreement nor create any legal obligation binding on any party to the Devolution Agreement.

## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE

### **Working Groups and Implementation Plan Updates**

- 14.7 The Implementation Planning Committee may establish working groups to support the development of the Implementation Plan, as necessary.
- 14.8 The Implementation Planning Committee shall provide, at the request of the Chief Negotiators, or any of them, status updates and information related to the development of the Implementation Plan.

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NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT IN PRINCIPLE


Signed on August 15<sup>th</sup>, 2019,

in Iqaluit, Nunavut, by

**SIGNATURES**

**For the Government of Canada**

  
\_\_\_\_\_  
Hon. Carolyn Bennett, M.D., P.C., M.P.  
Minister of Crown-Indigenous Relations

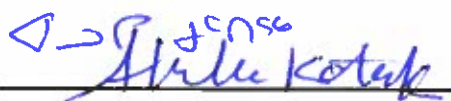
  
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Witness  
FRED CARON

**For the Government of Nunavut**

  
\_\_\_\_\_  
Hon. Joe Savikataaq  
Premier of Nunavut

  
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Witness  
Simon Aute

**For Nunavut Tunngavik Inc.**

  
\_\_\_\_\_  
Aluki Kotierk  
President, Nunavut Tunngavik Incorporated

  
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Witness  
JOHN AMAGOALIK

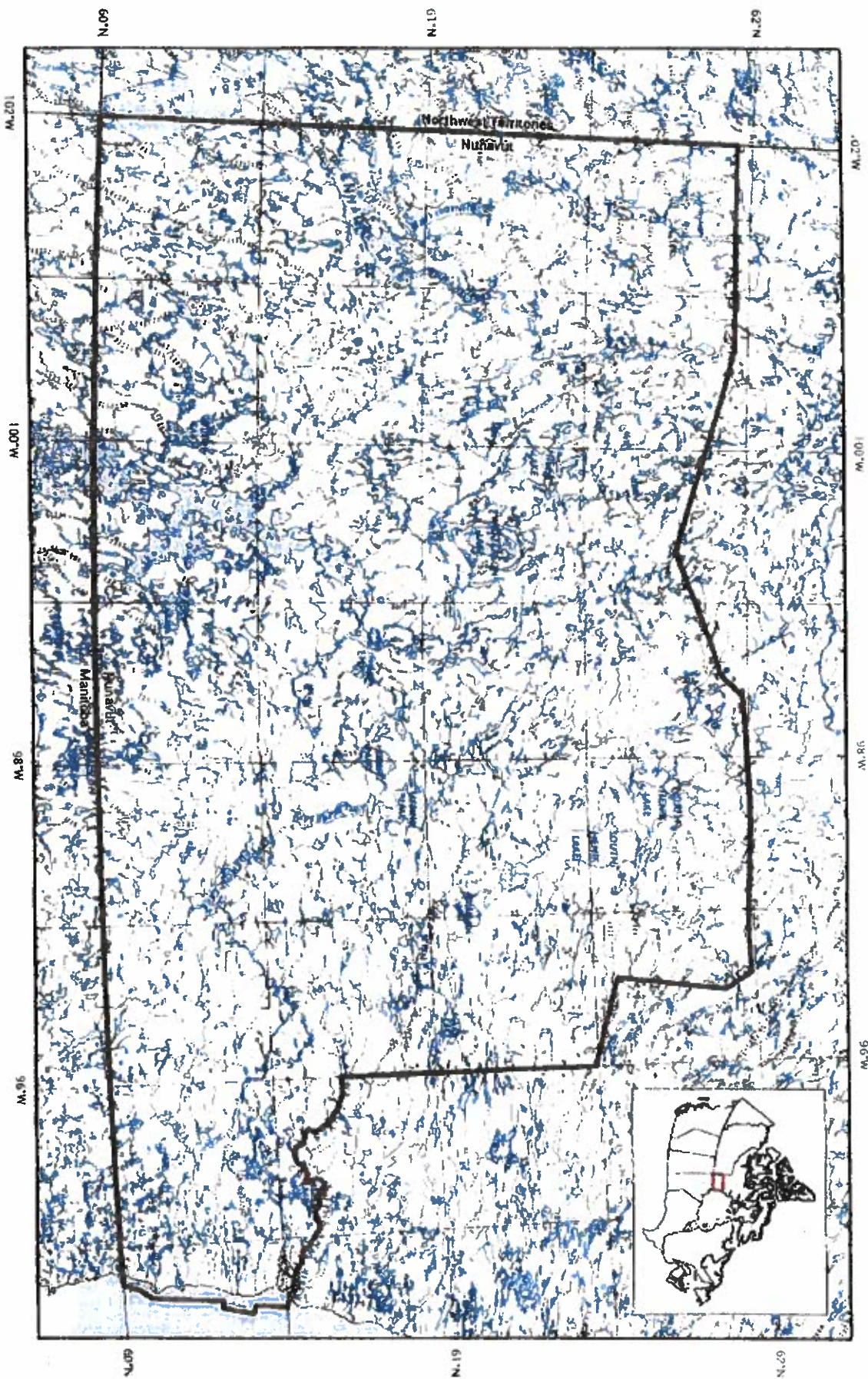
# SCHEDULE A

## Schedule A - Ghotelnehene K'odineh Dene Settlement Area (Nuh Nèné) in Nunavut

-  Ghotelnehene K'odineh Dene Settlement Area (Nuh Nèné)
-  Provincial/Territorial Boundaries



Map produced: 2019-07-22  
Projection: NAD83 UTM Zone 14N  
Topographic data: Atlas of Canada, CanVec



# SCHEDULE B

