

# our land our future

■ Questions  
and  
answers  
about the  
Nunavut  
Land  
Claim  
Agreement-  
in-Principle



TFN Communications





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## Foreword from the President

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This booklet is not intended to serve as a legal document but is for information purposes only. Please refer to the Article, numbered at the end of each question-and-answer, for a fuller explanation of the issue.

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The Nunavut Land Claim Agreement-in Principle is about an exchange between the Federal Government and Inuit, an exchange that will take place when the Final Agreement is ratified. We will give up our aboriginal title in and to land in Nunavut in exchange for a variety of constitutionally protected rights dealing with land, money, wildlife and social, economic and political development.

In the Agreement-in-Principle, the Government makes many promises and takes on many duties and obligations toward us and toward Nunavut. Upon ratification of the Final Agreement, Inuit will have, amongst other things:

- the right to own approximately 136,000 square miles of land, of which 14,000 square miles will include ownership of oil, gas and minerals;
- the right to harvest wildlife as we have always done and the right of first refusal on sport and commercial development of renewable resources; the right to equal membership with government agencies on new institutions of public government to manage the land, water, offshore and wildlife of Nunavut. These institutions include the Nunavut Wildlife Management Board, the Nunavut Water Board, the Nunavut Impact





Review Board, the Nunavut Planning Commission and the Nunavut Planning Policy Committee;

- the right to \$580 million (1989 dollars) payable to Inuit over fourteen years;
- the right to share government's royalties from oil, gas, and mineral development on Crown land;
- where Inuit own the surface, the right to negotiate with industry for economic and social benefits from non-renewable resource development;
- the right to increased employment within government in Nunavut and increased access to government contracts.

The Federal and Territorial governments and TFN have also agreed to evaluate how best to establish and implement a comprehensive wildlife harvesters income support program. We expect that such a program will be put in place at the same time that the Final Agreement is reached. Finally, Article Four of the Nunavut Land Claim Agreement-in-Principle commits the two governments and TFN to "support, in principle, the creation of a Nunavut territory and the financing of a Nunavut government, outside of the claims agreement, as soon as possible".



The Federal Government will get much from the land claim settlement: certainty and clarity of title to land and resources; better management of the Arctic's fragile environment; national and international recognition for its willingness to negotiate with its arctic people; and a very clear expression of Canada's sovereignty over the disputed waters of the Northwest Passage. We are a living symbol of Canada's sovereignty here in the Arctic.

The Nunavut land Claim Agreement-in-Principle does not deliver all that Inuit want or need and it requires us to release, subject to certain conditions, our aboriginal title. TFN has approved the Agreement-in-Principle because we are convinced that a careful weighing of the costs and benefits will show that it moves Inuit forward along the path of self determination. The Agreement-in-Principle commits both us and Government to work toward and to conclude a Final Agreement by the end of 1991. Much remains to be done if this timetable is to be met. Final Agreement and implementation plan negotiations, as well as land ownership negotiations and political development discussions, are under way now. We will be establishing a list of Inuit beneficiaries from every community in Nunavut, and Inuit who currently live outside Nunavut. Such a list will give every Inuk a vote on the acceptability of the Final Agreement. The key to a better future for Inuit lies in us taking control of more and more of the political and economic levers that affect our lives. We must



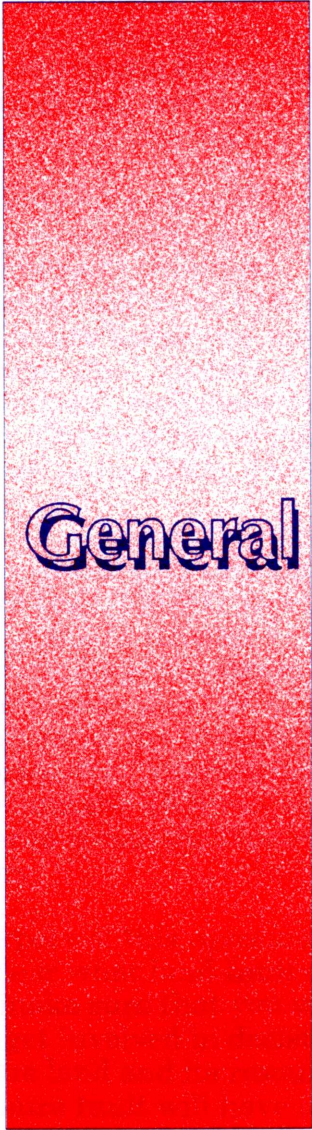


determine our own future. The Nunavut Agreement-in-Principle should be evaluated with this fundamental goal in mind.

That is the purpose of this booklet - to explain the Agreement-in-Principle. It is not a final deal yet and will need the support of Inuit in a Nunavut-wide vote before it comes a Final Agreement. That's why it is very important that we all take the time now to think about what this agreement will mean for us.

Paul Quassa  
President  
TFN

June 1990



General





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## What is the purpose of the Nunavut land claim agreement?

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**T**his agreement is between the Inuit of the Nunavut Settlement Area, who are represented by the Tungavik Federation of Nunavut (TFN), and the Government of Canada.

This is only an agreement - in - principle — a rough version of the final agreement. Inuit and Government still must talk about certain issues before the agreement can become final, issues such as land selection, implementation, division. The final agreement will be printed in Inuktitut, French and English.

The agreement says that Inuit will get more than 136,000 square miles of land in the Northwest Territories. A special clause in the agreement says that the Government of the Northwest Territories, the Government of Canada and the TFN will work together to create the Nunavut Territory.

The purpose of this agreement is to make clear what land Inuit own and to make sure that you will be able to get involved in decisions about the land and its resources. It makes sure Inuit will have more control over the way they live their lives, and that the traditional Inuit way of life will be protected. It also makes sure that Inuit will be able to benefit from new jobs and businesses in Nunavut.





If Inuit and Government do not agree on all the issues in the final agreement, then the agreement will be cancelled.

If the agreement is approved, Inuit will have to give up all their aboriginal claims and rights to land and water in Canada in exchange for the rights defined in the Agreement. **(Articles 1-4)**

# Wildlife and Conservation





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## How will the Agreement protect my hunting rights?

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**T**he section in the Agreement on **Wildlife Management** protects rights and wildlife. Its purpose is to make sure there will always be wildlife in Nunavut for use by Inuit.

You can keep hunting, trapping and fishing all species of animals unless that type of animal could be killed off. You will not need licences to hunt. Non-Inuit who have lived in Nunavut for a long time will also have certain hunting rights. You can give these rights to someone you know or to your non-Inuit husband or wife. As well, Inuit will be able to set up and run hunting lodges before anyone else.

A nine-member Nunavut Wildlife Management Board, with equal representation of Inuit and Government, will be set up to make all decisions about wildlife in Nunavut. This board will take over many of the responsibilities now held by the Territorial Ministry of Renewable Resources and the federal Department of Fisheries. Inuit organizations, such as the regional wildlife federations, will appoint four members to this board. You will be able to help the board make decisions through public hearings.



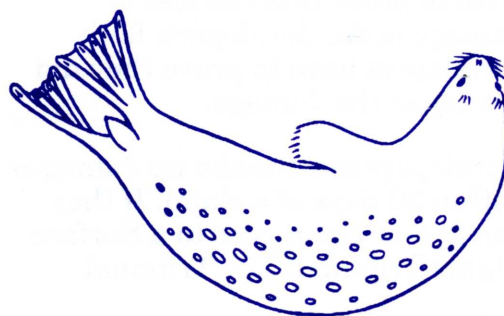
Although the decisions of the Nunavut board will have to be accepted by a federal or territorial minister, there are some decisions relating to harvesting quotas that the minister will be able to reject for only three reasons:

- if the decision is not supported with evidence;
- if the decision conflicts with the harvesting rights of other people; or
- if the decision conflicts with another Canadian or international agreement.

Government has also said that it will try to change existing international agreements and avoid entering into future agreements if they limit Inuit harvesting rights.

The Nunavut Wildlife Management Board will do a five-year study to find out how much wildlife you are hunting. This study will help the board make sure that you have enough wildlife to live on in the future and at the same time make sure no types of animals are killed off.

The board will also do research on wildlife, charge people who damage wildlife areas and teach people about wildlife. (**Article 5**)







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## How will the Agreement help me if development stops me from hunting?

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**T**he Agreement makes sure that you are paid quickly if development in Nunavut causes any losses or damages to wildlife.

Developers must make up these losses. The Agreement covers the animals you hunt, the equipment you use and even moving costs.

Under the **Wildlife Compensation** section of the Agreement, developers have to make up these damages by:

- paying cash (in lump sums or by installments);
- replacing or fixing lost or damaged equipment that you use for hunting;
- replacing income, food, clothing and other goods that you get from hunting, if you miss a hunting season; and
- paying for a temporary or permanent move, if development has forced you to move.

You have three years to make a claim to a developer; you do not have to prove that the loss or damage is the developer's fault. Developers have to prove they did not cause the damage.

Developers must make up damages within 30 days of a claim. If they don't, your claim goes to a Surface Rights Tribunal. The Tribunal



reads the claim and decides within 30 days. But while you're waiting for the Tribunal to decide, the Tribunal can:

- replace lost or damaged equipment immediately;
- charge the developer interest (which will be paid to you) on cash payments owed; or
- charge the developer to pay you more, if the delay causes more losses.

If the Tribunal turns down your claim because the developer showed that the damage was not his or her fault, you can still make the same claim against a different developer.

If the developer refuses to make up the damages, the Tribunal can register its decision with the courts. You can then use the courts to enforce the decision. (**Article 6**)





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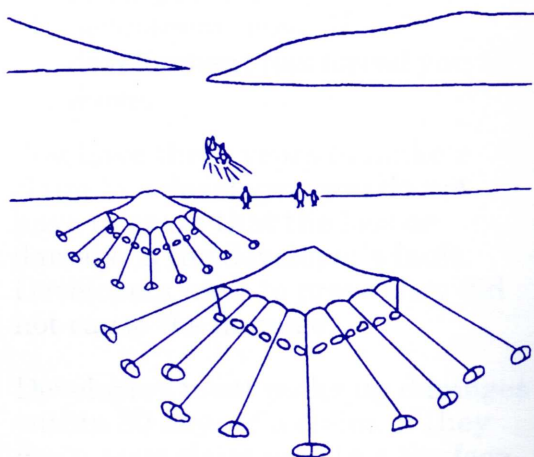
## How will the Agreement affect our outpost camps?

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**T**he **Outpost Camps** section says that you can build new outpost camps and keep old camps on land where you have the right to hunt. You won't need Government approval or a lease in most cases.

But if you want to make sure you can keep your camp for at least a year, all you have to do is tell Government in writing that you are making an outpost camp. Government must then let you stay there for a year. Or you can apply for a renewable lease that says you won't have to move the camp for at least five years.

You will be able to run the outpost camps as you like, but a few general laws might apply. (**Article 7**)



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## Will the establishment of national or territorial parks and conservation areas affect where I hunt?

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**I**nuit will be able to hunt, fish and trap in national parks, territorial parks and conservation areas.

Under the **National Parks and the Territorial Parks** sections of the Agreement, Government will set up at least three national parks in Nunavut. Before these or any other parks can be created, Inuit and Government must sign an Inuit Impact and Benefits Agreement (IIBA) that will give Inuit special rights in the parks. The purpose of these IIBAs is to protect Inuit communities, protect the environment and make sure that Inuit get first chance at any new jobs or businesses related to the park. Joint Inuit-Government parks planning and management committees may also be set up to make recommendations on how future parks are managed.

Conservation areas are areas that require special protection because of their ecological, cultural, historical and research significance. The **Conservation Areas** section of the Agreement gives Inuit special rights to these areas. You will still be able to hunt in these areas, unless the Nunavut Wildlife Management Board decides that a certain species of animal should be protected because it could die out.





Before a conservation area is created, Inuit and Government must also sign an IIBA if the conservation area will in any way harm the Inuit way of life, or create benefits and special opportunities for Inuit. (Articles 8, 9)

## Land and Resource Management





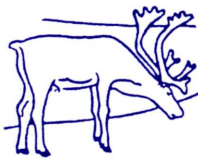
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## How will our lands and resources be managed?

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**T**he Agreement will establish several boards, commissions and committees. These will be instruments of public government, in other words, funded by Government and for the benefit of all Nunavut residents, not just Inuit. The bodies to be created, among others, are the Nunavut Wildlife Management Board, the Nunavut Impact Review Board, the Nunavut Planning Policy Committee, the Nunavut Planning Commission and the Nunavut Water Board. These bodies, with equal representation of Inuit and Government, will have decision-making powers although a minister will be able to override certain decisions for certain reasons. The boards will oversee wildlife management, land use planning, development impact review, and water and marine use.

The Agreement sets out a time frame for the establishment of these boards. The Nunavut Wildlife Management Board will be established as soon as the Final Agreement is ratified; a Surface Rights Tribunal within the next six months after that; and the rest of the boards within two years of the signing of the Final Agreement. (Article 10)



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## How will the Agreement affect our land?

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**T**he purpose of the **Land Use Planning** section of the Agreement is to make sure that Inuit will be able to directly participate in making decisions about the use of Nunavut's land, water and resources, including marine areas.

The Agreement describes standards for land use planning: land use planning must promote and protect the interests of all the people of Nunavut. Even though the land claim agreement is not final yet, a Nunavut Planning Policy Committee and a Nunavut Planning Commission have already been set up as part of the Territorial Government's Northern Land Use Planning Program. The Committee and the Commission are modelled on those described in the Agreement, each with equal representation of Inuit and Government.

The Nunavut Planning Policy Committee is responsible for setting goals and making policies for the Nunavut Planning Commission which, in turn, is responsible for formulating and reviewing land use plans; monitoring development projects; and contributing to the development of an arctic marine policy. The Nunavut Planning Commission can hold public hearings to help it evaluate draft land use plans. The draft plans are submitted for approval to the federal Minister of Indian Affairs and Northern Development and the territorial Minister of Renewable Resources. (Article 11)





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## How will the Agreement deal with proposed development projects in Nunavut?

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**U**nder the **Development Impact** section of the Agreement, a Nunavut Impact Review Board (NIRB) will be formed, and it will give you a way to get involved in managing all of Nunavut's land and resources, not just land that Inuit hold title to. Through NIRB public hearings you will help decide whether development projects should go ahead.

NIRB is important because it will carefully review development projects that could significantly affect the environment and people of Nunavut.

NIRB will look at development proposals and decide first if they are good or bad for the region. It will give approvals only to projects that it feels are good and it can set conditions on them. NIRB will also carefully watch the projects that do go ahead to make sure the conditions are met. The purpose of the **Development Impact** section of the Agreement is to try, as much as possible, to keep out development projects that could hurt the environment and the people of Nunavut. (**Article 12**)



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## How will water be managed?

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**R**ight now, the use of water (except for cooking, drinking and washing) must be licensed by the Northwest Territories Water Board. This board can hold public hearings on applications for using water or for disposing of waste in a way that would affect the water.

Under the **Water Management** section of the Agreement, the Nunavut Water Board will take over. It will do the same things as the old board, and you will still be able to participate in decisions on water. The new board will also be involved in planning and approving land development projects that would affect water use. It will work closely with the Nunavut Planning Commission and the Nunavut Impact Review Board. (**Article 13**)







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## How will the Agreement affect our communities?

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**T**he **Municipal Lands** section of the Agreement says that local governments will own and administer municipal land on behalf of the people who live there.

This means that the local government – not the territorial or federal governments – will be the one making decisions about matters that affect your community.

The Agreement also says that if, in future, a municipality is abandoned and Government does not need the land, Inuit will have a "right of first refusal" to buy the land or exchange some other Inuit land for the old municipal land. (**Article 14**)



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## How will the agreement affect my offshore fishing and hunting rights?

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**T**he **Marine Areas** section recognizes that you rely on the ocean's resources, and it protects your rights to the ocean. This section says most of the agreements that apply to Nunavut land will also apply to its marine areas. Marine areas extend out to the territorial sea boundary except along a section of the east coast of Baffin Island where the boundary will be past the territorial sea boundary out to the maximum extent of the landfast ice there.

Recommendations about marine areas will be made by the Nunavut Impact Review Board, the Nunavut Water Board, the Nunavut Planning Policy Committee and Nunavut Wildlife Management Board individually or through a Nunavut Marine Council with joint representation from all of these bodies. (**Articles 15, 16**)



# Inuit Settlement Lands



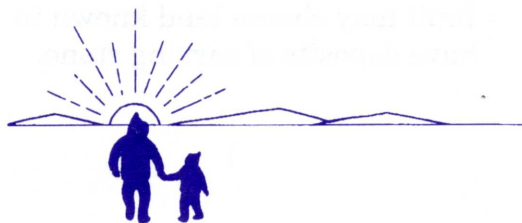
## What kind of land will Inuit have title to?

**I**n the section of the Agreement called **Purposes of Inuit Land Title**, it is stated that the purpose of Inuit having title to land is so they can support themselves. As much as possible, this land should be the type that can give Inuit the opportunity to use the land as they want.

For example, land that Inuit will have title to could include:

- good hunting and trapping areas;
- outpost camps;
- areas good for tourism;
- land where minerals have been or might be found;
- areas good for business or industry; and
- places of cultural importance.

(Articles 17)





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## How will we choose which land we will have title to?

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**T**he section of the Agreement called **Principles to Guide the Identification of Areas of Inuit Land Title** sets out some guidelines for choosing Inuit land. Generally, Inuit can choose land anywhere in the settlement area as long as they have used and occupied those lands. For example:

- Inuit cannot choose land that other people own, but they can choose land that other people have rights to.
- Inuit may choose land in or near communities, as long as the communities have enough land to grow and carry out community activities.
- Inuit may choose land that is being used especially for wildlife and culture, but wildlife and other laws will apply to that land. Inuit may also choose land that is now part of a park reserve, or land that is being saved for other special historical, archaeological or cultural reasons.
- Inuit may choose land known to have deposits of carving stone.



Another section of the Agreement, called **Inuit Land Identification**, sets out in detail the steps for identifying exactly which land Inuit will own.

First, Government gave TFN maps showing the following:

- national parks;
- conservation areas;
- territorial parks;
- communities and municipalities;
- land belonging to the Department of National Defence, even if it is abandoned or has nothing built on it yet;
- land owned outright by individuals, groups or companies;
- surface leases, mineral leases and permits of all kinds;
- tourist, sports and naturalist lodges, and the land they use;
- outpost camps;
- sites where hydro power plants might be built that TFN has not already been told about;
- all known carving stone deposits; and
- certain bodies of water.





TFN then organized Community Land Identification Negotiating Teams (CLINTs) to speak for Inuit. There were community leaders on each team, including at least one elder and members of the Hunters and Trappers Association and the municipal council. A TFN regional negotiator and a member of the regional Inuit association were also on each team.

With the help of the Government maps, each CLINT made its own maps showing its community's area of interest — the land the people of that community use. Now, community land ownership talks are under way. Using the maps, Inuit are picking out which land they want to own. (Articles 18, 19)



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### What will it mean to have "title" to the land?

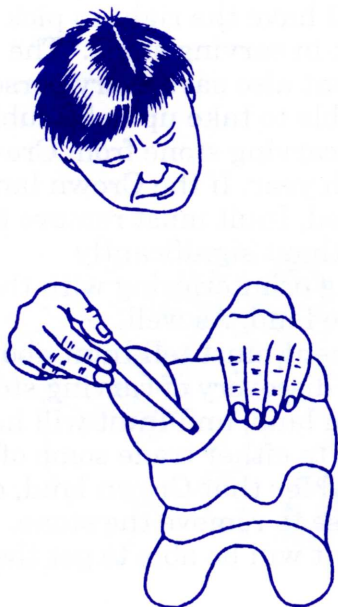
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**T**he section on **Title to Inuit Lands** describes the two ways that Inuit will own their lands. In some places, Inuit will own the land and everything on and under it, including rights to oil, gas and minerals. In other places, Inuit will own the land and everything on and under it, including things like gravel, construction stone and carving stone, but will not have rights to oil, gas and minerals. Inuit will be able to own lands covered by water (lake beds, etc.) if the body of water is surrounded by Inuit land.

Carving stone is recognized in the agreement as a resource used almost solely by Inuit so Inuit will own **all** carving stone on their land. During the land ownership talks, Inuit will have the right to pick land rich in carving stone. The Agreement also says every person will be able to take up to 50 cubic yards of carving stone from Crown land each year. If the Crown land is being used, Inuit must remove the stone without significantly damaging or interfering with the use of the land. As well, Government must tell Inuit about any new discovery of carving stone on Crown land, and Inuit will have the right to either trade some of their land for that Crown land, or get a lease to remove the stone. Only Inuit will be able to get these leases.



Before a national park is established, Inuit can ask Government to study how much carving stone is inside the park boundaries. And if the park will include significant amounts of carving stone, Inuit can have the park boundaries moved. In an existing national park, territorial park or conservation area, Inuit can get a special agreement to remove the stone in certain ways. (Article 20)



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## How much land will Inuit have title to?

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**T**he Land Quantum Provisions say that Inuit will have title to more than 136,000 square miles of land.

To make selection fair, each of the following regions will be responsible for selecting a portion of that 136,000 square miles:

- Kitikmeot (Bathurst Inlet, Bay Chimo, Cambridge Bay, Coppermine, Gjoa Haven, Pelly Bay and Spence Bay): 39,770 square miles;
- Keewatin (Eskimo Point, Whale Cove, Rankin Inlet, Chesterfield Inlet, Baker Lake, Coral Harbour and Repulse Bay): 36,890 square miles;
- South Baffin (Broughton Island, Pangnirtung, Iqaluit, Lake Harbour and Cape Dorset): 25,500 square miles;
- North Baffin (Grise Fiord, Resolute Bay, Pond Inlet, Arctic Bay, Clyde River, Igloolik and Hall Beach): 33,230 square miles; and ‘
- Sanikiluaq (Sanikiluaq) the amount of land will be determined by land identification.

The Land Quantum Provisions also say that of the total area of Inuit land, Inuit will have subsurface title (rights to oil, gas and minerals) to 14,000 square miles. (Article 20, Schedules 1-7)





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## How will the Agreement protect our water rights?

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**T**he Inuit Water Rights section guarantees that Inuit will be paid if development causes damage to the water that flows through Inuit land. If it looks like a proposed development project might damage the water in Inuit lands, the Nunavut Water Board (which will replace the Northwest Territories Water Board in managing the use of water) cannot approve the project until the developer has agreed to pay for any damages. If the developer and Inuit cannot agree on how the developer will pay for the damage, the Nunavut Water Board will decide. **(Article 21)**



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## Will we have title to the land right away?

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**T**he Vesting, Registration, Alienation and Boundaries of Inuit Settlement Lands section of the Agreement says that Inuit will automatically own all land they identify as theirs as soon as the final land claim agreement is signed. And Government will be responsible for registering the title to the land, at no cost to Inuit.

The Agreement also says that Inuit cannot sell their land except to Government. This is to make sure there will always be Inuit land for future generations. Boundaries for Inuit land will follow natural features of the land, such as a river or a cliff and most Inuit Settlement Lands will not require legal land surveys. **(Article 22)**



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## How will the Agreement help us control who goes on our land?

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**S**trict rules will let Inuit control who goes on their land. Under the section **Entry and Access to and across Inuit Lands**, people who are not included in the land claim settlement will need permission from Inuit to go on Inuit land, except for casual travel, recreation or emergencies. These people will have to pay if they cause damage or get in the way of the use of the land by Inuit.

Government employees can go on Inuit land to take care of government programs. If Government wants to stay on the land for more than two years, Inuit can charge rent. Government will also have to pay if it causes damage or gets in the way of the use of the land by Inuit. If Government thinks it could damage the environment, it must meet with Inuit to set up rules for using the land.

If developers have mineral rights to Inuit land or have to cross Inuit land, developers will have to follow rules set by a Surface Rights Tribunal. This Tribunal is a body that will be set up to deal with disagreements over surface rights by holding hearings.

Government will be able to expropriate Inuit lands. Inuit will be compensated, either with alternate lands or money. There is a limit (12 per cent) to how much land Government can expropriate. **(Article 23)**



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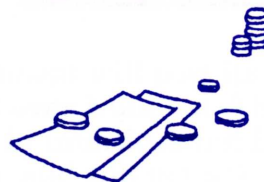
## Will we have to pay taxes on our settlement lands?

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**T**he section on **Real Property Taxation of Inuit Lands** says that no property tax — federal, territorial, provincial or municipal — can apply to Inuit Lands unless the Inuit land is within a municipal boundary and:

- a housing subdivision is planned for that land; or
- the land is being serviced by the community.

Inuit land outside a municipal boundary may be subject to tax if that land has improvements on it such as a building. But if the building is a public building or an outpost camp, the land is not taxable. **(Article 24)**







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## Will there be more job opportunities in Nunavut for Inuit?

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**U**nder the **Public Sector Inuit Employment** section of the agreement, Government has agreed to the objective of increasing the number of available government jobs for Inuit.

First, Government, with the participation of Inuit, will look at the Inuit workforce in Nunavut to see what skills are already available and what training is needed. Then Government will train you if you have never worked for Government. The training could be in communities throughout Nunavut and in Inuktitut.



Government will post its available jobs all over Nunavut. The postings will be in Inuktitut and English or French, and will not ask for unnecessary education and experience requirements.

**Economic**



Under the **Government Contracting** section of the Agreement, Government must first look at Inuit firms when it needs work done in Nunavut. Government will also help Inuit firms learn how to bid for government contracts and teach them about contracting with Government. When a government contract is available for work in Nunavut, Government will make sure that Inuit firms know about the contract and offer enough time to send in a bid. (**Articles 25,26**)

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**Will Inuit benefit from the development of resources such as oil, gas and minerals?**

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**U**nder the **Resource Royalty Sharing** section of the Agreement, Government must pay Inuit 50 per cent of the first two million dollars it earns from resources like coal, oil, gas and metals that are mined in Nunavut. After the first two million, Government must then pay to Inuit 5 per cent of all its earnings from these resources. The money we get from this "royalty sharing" will go to the Nunavut Trust. (**Article 27**)



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**What is an Inuit Impact and Benefit Agreement (IIBA)?**

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**U**nder the **Inuit Impact and Benefit Agreements** section of the Agreement, developers must finalize an Inuit Impact and Benefit Agreement (IIBA) with Inuit before any development project on land owned by Inuit can begin. An IIBA could include guarantees for things like training, housing, preferential hiring and use of Inuktitut in the workplace.

Negotiation of an IIBA must begin at least 180 days before development on Inuit land begins. When both Inuit and the developer agree on what the IIBA says, it is final.

If development on Inuit land begins before the IIBA is final then the developer must make up for any losses caused by the development activity.

In some cases, Inuit and a developer may agree that an IIBA is not really necessary.





When Government wants to explore land in Nunavut other than land owned by Inuit for resources like oil, gas or minerals, it still must talk to Inuit first. Under the **Natural Resource Development** section of the Agreement, Government and a designated Inuit organization must talk about any issues that could affect Inuit if Government began exploring an area of Nunavut for resources. These issues include:

- employment;
- housing;
- safety;
- wildlife;
- the environment;
- outpost camps; and
- access to transportation set up for the project (for example, airfields and roads).

(Articles 28, 29)



Financial



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## Will hunters get any financial support?

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**T**he Wildlife Harvesting Income Support Program (WHISP) section of the Agreement does not set up a system for paying hunters for the wildlife they harvest. However, it does commit the Territorial Government to set up a working group with TFN to look at the costs and usefulness of such a program. The money for WHISP would come from TFN and appropriate federal and territorial programs but it would not be part of the land claim agreement. **(Article 31)**

There is another section of the Agreement that calls for a commitment from the Territorial Government, this one dealing with the non-renewable resources. The Northern Energy Accord Interim Provisions call for TFN to be represented on the Territorial Government team to develop and implement a northern energy accord with the Federal Government. The Accord must respect the Nunavut Land Claim Agreement. **(Article 30)**



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## How much money will we get?

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**T**he Government of Canada will pay the Nunavut Trust \$580 million in 1989 dollars. The **Capital Transfer** section of the agreement says this money will be paid in the following way:

- \$3 million when the AIP is signed;
- \$1 million after Inuit land has been selected in two regions;
- \$1 million after Inuit land has been selected in the remaining regions;
- \$54 million when the final agreement is signed; and
- the rest of the money in installments over the next 14 years.

Three years after the final agreement is approved, the Nunavut Trust may borrow from the money that the Government of Canada hasn't paid yet. These loans must be used only for projects that help Inuit, socially and economically. TFN must also pay back the money it has borrowed over the past eight years to negotiate. **(Article 32)**







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### What taxes will we have to pay?

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**T**he General Taxation part of the Agreement says that Inuit will not have to pay any taxes or any other type of fees on the money that the Nunavut Trust receives from Government, or on any loans made against the money that Government still owes the Nunavut Trust.

Any money that Inuit earn from the Inuit Settlement Lands (for example, in rent) will be taxable. (Article 33)

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### What is the Nunavut Trust?

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**N**unavut Trust will be set up to receive and manage the money Government will pay Inuit. The Trust is responsible for protecting the money and investing it, and lending or granting the money only to projects that all Inuit can benefit from.

The Trust will be controlled by people chosen by organizations that represent all Inuit in a region. The Agreement gives you the right to see all reports about what the Nunavut Trust does. (Article 34)

**Social  
and  
Cultural**



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## Does the Agreement deal with social and cultural programs and services?

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**Y**es. The **Social Provisions** of the Agreement make sure that Government will give you a say in things such as your education, medical services, cultural programs, justice and language use. Government must also make sure that when it puts in place new social and cultural programs and services, it considers what's important to Inuit.

A Nunavut Social Development Council will be set up by Inuit to do research on Inuit social issues, work with social and cultural agencies, and keep you informed about social programs that affect you. This Council will be an independent body with Inuit membership. It will submit an annual report on the state of Inuit culture and society for tabling in both the territorial Legislative Assembly and the House of Commons. (**Article 35**)



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## How will the Agreement protect our heritage?

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**A**rchaeology is a record of Inuit history and the Inuit way of life. The **Archaeology** section of the Agreement makes sure that you will have a special role in protecting and interpreting the Inuit past. Government will set up an Inuit Heritage Trust to manage, conserve and display archaeological samples and sites in Nunavut. This Trust will also be responsible for reviewing existing "official" place names so that they may be replaced with traditional Inuit names.

Under the agreement, Inuit will get first chance at jobs in digging up archaeological samples. As well, archaeologists working in Nunavut must tell nearby communities about what they have found so that local people can see it first if it has to leave the community. Government will also work at setting up new museums in Nunavut so that more archaeological samples from your past will be able to be kept in the North.

The Archaeological Survey of Canada, the Canadian Museum of Civilization and National Museums of Canada are developing a new policy on archaeology, and the Agreement also states that this new policy must create a permit system for archaeological sites. Under this system, all applications for permits would go to a designated government agency. This agency would send any applications affecting Nunavut to the Inuit Heritage Trust. The Trust would be able to automatically





reject any application if the digging would disturb a religious site or the applicant had not done enough to ensure Inuit participation. When rejecting an application for these reasons, the Trust would have to send its objection to the designated agency. The designated agency would investigate the objection, reject the application and send a copy of its report back to the Trust. Under this permit system, permit holders wanting to dig or alter an archaeological site would first have to get permission from the land's title holder.

Ethnographic objects are objects made by Inuit that tell about Inuit customs and way of life. These objects may have been found at an archaeological site, or they may be new objects that are important to Inuit culture.

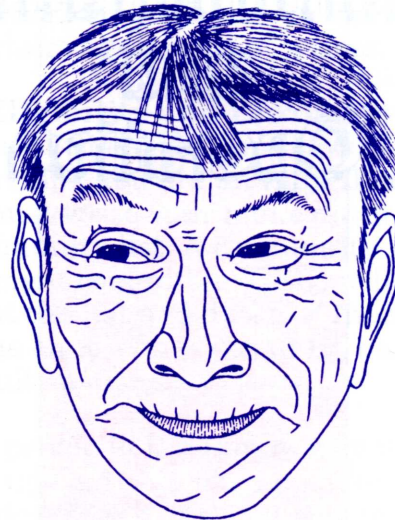
Government has many Inuit ethnographic objects in museums. The Agreement states that as many objects as possible must be loaned to institutions in Nunavut. Under the **Ethnographic Objects and Archival Materials** section, organizations such as the Trust can borrow any object from any government agency, including the Canadian Museum of Civilization if:

- the object will be kept in a safe place;
- the object can be moved safely;
- people will be able to come and see the object;
- a non-government source has not put special conditions on the object;



- the Museum of Civilization, Public Archives or a territorial government agency does not need the object for display or research;
- Parks Canada does not need the object for a display in a national park in Nunavut; and
- the object is not in the possession of a non-government agency.)

(Articles 36, 37)



## Administration and Operation



### How will we decide who benefits from this Agreement?

**T**he **Eligibility and Enrolment** section of the Agreement says that all Inuit from Nunavut will benefit from the Agreement and it will be up to Inuit in each Nunavut community to decide who is an Inuk.

Inuit who are from Nunavut but do not live there and Inuit who were born outside Nunavut because their mothers had to be taken to a southern hospital, will also benefit from the Agreement. But no one can benefit from more than one land claim agreement at a time.

The **Eligibility and Enrolment** section of the Agreement says that if you think you are an Inuk then you must write your name down on a community list. A community enrolment committee (CEC) will look at the list and decide if there is anyone on it who is not Inuit, based on Inuit customs and laws.

Local people in the community will make up CECs. If you don't like a CEC decision then you can go to the Nunavut Appeals Committee. This committee's decisions will be final. **(Article 38)**







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## What happens now?

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**E**ven though TFN and Government negotiators have reached a Land Claim Agreement-in-Principle, their work is not yet over. They are now negotiating toward a Final Agreement.

They are also working on an implementation plan — rules for making sure that everything in the Agreement gets done. This plan must include:

- who exactly will do the work;
- how long the work will take;
- how much this work will cost;
- who will pay for it;
- what training is needed so that Inuit can work on setting up the Agreement; and
- how this work will be supervised.

Once a Final Agreement is reached by TFN and Government negotiators, TFN will hold a **ratification** vote, open to all Inuit of Nunavut, aged 16 or older. The Agreement will be considered ratified by TFN if a majority of eligible voters in each of Kitikmeot, Keewatin and Baffin vote in favour of it. The Agreement will be considered ratified by Government when it has been approved by Cabinet and enacted by Parliament. (Articles 39, 40)



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## What if I don't agree with how certain parts of the Agreement are being carried out after it is final?

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**U**nder the Arbitration section, an Arbitration Board will be set up to deal with disagreements on the meaning of the final agreement.

You can turn to this Arbitration Board for disagreements on things like wildlife harvesting; commercial and Government access to Inuit lands; expropriation of Inuit lands; and exchange of lands for lands with carving stone.

If you have problems, you can write to the board explaining the dispute, who is involved and how you think it should be resolved. The board will ask the others involved in the dispute to reply within 30 days, describing a possible solution to the dispute. The Arbitration Board then decides; its decisions are final. (Article 41)



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## What is a DIO?

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**D**IO is a Designated Inuit Organization. The **Inuit Organizations** section of the Agreement explains that DIO is a general name for an Inuit organization that represents all Inuit under the Land Claim Agreement. Until the Agreement is final, these organizations won't have names. Until an organization is formally named, it will be called a DIO.

DIOs have important responsibilities since they act on behalf of Inuit. They are controlled by Inuit and must answer to them. DIOs could end up being existing Inuit organizations such as the Keewatin, Baffin and Kitikmeot regional Inuit associations. They will take charge of implementing the Agreement. **(Article 42)**



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## Will the Dene, Metis, Inuvialuit and Northern Quebec Inuit be affected by this Agreement?

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**T**here is a section of the Agreement dealing with Other Aboriginal Peoples. It states that issues relating to overlapping interests between TFN and other aboriginal people will be dealt with before a Final Agreement is reached. Overlapping interests include things such as hunting rights of both parties. In this section, Government acknowledges that the boundaries of the Nunavut Settlement Area; the surrender of aboriginal title; and the constitutional protection of Canadian aboriginal land claim settlements are all topics that relate to the issues of overlapping interests. **(Article 43)**





Original Illustrations  
by  
Alootook Ipellie

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Agreement-in-Principle you can call our  
toll free # at 1-800-465-3232

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GEORGIAN FEDERATION OF MOUNTAIN  
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(613) 238-4131, ext. 1990.

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ॐ 1990



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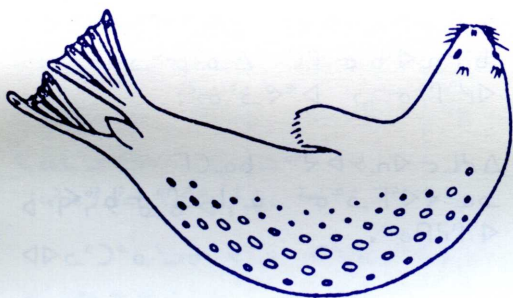
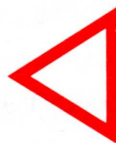
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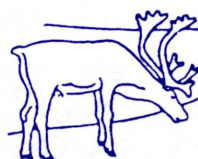
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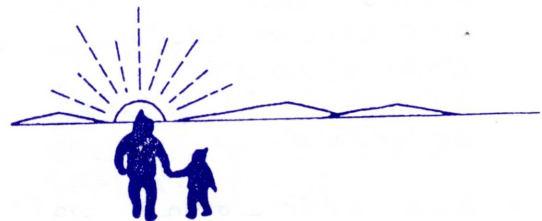




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- $m = m(\rho, T) \quad \Gamma^{\alpha} J \Delta^{\beta} \rho^{\gamma} \Delta^{\delta} \rho^{\epsilon} \rho^{\zeta} \rho^{\eta} \rho^{\theta}$
- $m = m(\rho, T)$   
 $m = m(\rho, T)$   
 $m = m(\rho, T)$
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- $\Delta^{\alpha} \sigma^{\beta} \rho^{\gamma} \rho^{\delta} \rho^{\epsilon} \rho^{\zeta} \rho^{\eta} \rho^{\theta}$   
( $\Delta^{\eta} \rho^{\theta}$ )









- $\epsilon_B \triangleright \triangleright L \triangleright \triangleright \triangleleft \bar{L}^C$     $\hookrightarrow a^{a_b} j \triangleleft b^b h^{\epsilon_b} \triangleright^C$   
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**Impact and Benefit Agreement**

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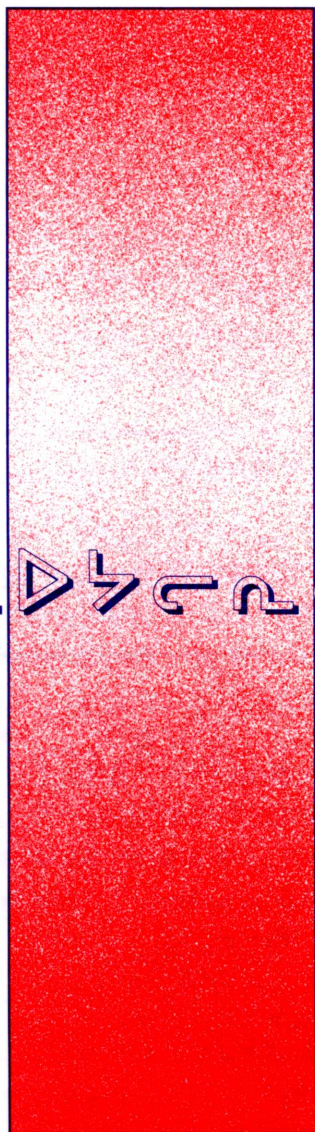
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$$\begin{aligned} \Lambda^{\mathfrak{c}} \subset \Delta \cap \mathfrak{c} \mathfrak{d}^b \supset \Delta^{\mathfrak{a}} \cap \mathfrak{c} \mathfrak{d}^b \cap \mathfrak{d}^b < \mathfrak{c} \mathfrak{d}^b \\ \Delta^{\mathfrak{a}} \cap \mathfrak{d}^b \Gamma^b \quad \mathfrak{c} \Delta \mathfrak{L} \quad \mathfrak{c} \Delta \dot{\mathfrak{L}}^{\mathfrak{L}} \mathfrak{L}^b >^{\mathfrak{c} \mathfrak{d}^b}. \end{aligned}$$
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$\Delta \zeta^a \sigma^b d^c \quad \Delta \sigma \Delta^c \zeta$   
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 $\mathcal{I}^c d \mathbb{C} \zeta \zeta \triangleleft \mathfrak{q}^a \mathfrak{q}_b \mathfrak{r}^a \sigma^b \mathfrak{b} \sigma^b \cdot$

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பெரிய நகரம்


$$\triangle^{a_b} J_{\alpha} r^b \dot{N}^c \quad \dot{P}_{\alpha} \triangleright \triangleright^b d^c$$
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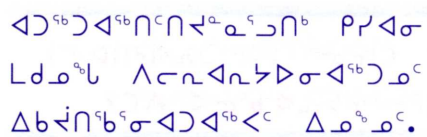
$${}^a J_{a,r}{}^b < {}^b J_{b,r}{}^c \quad \Delta b \leq n^c$$
 $\triangle_{\alpha} \Gamma \vdash \Gamma^{\circ} \supset \alpha$ [illegible] $\Delta^a J \rho^b \dot{n}^c$ [illegible]

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[illegible]







$\dot{C}^a \ll C^b \Delta^b \triangleright C \triangleright \sigma \triangleleft^{c_b} \triangleright^{c_b}$   
 $\Delta^a \sigma^b \sigma \triangleright \triangleleft^{c_b} C \triangleright \rho \triangleleft \sigma^b$   
 $b \cap L^a \Delta \triangleright \sigma^b \rho \triangleleft^{c_b} \Delta \triangleleft \sigma^b$   
 $\Delta \sigma \triangleleft^{c_b} \sigma^b \triangleleft \Delta^b \triangleright^{c_b} \rho \triangleleft \sigma^b. \triangleleft^a \rho \triangleright^c$   
 $\triangleleft \triangleleft^a \rho^a \sigma^{c_b} \triangleright^{c_b} \cap C \cap \sigma \triangleleft^{c_b} \triangleright^{c_b}$   
 $\triangleright^b \triangleright \rho \cap C \cap \triangleleft^a \sigma \triangleright \sigma \triangleright^b \sigma^b \sigma \triangleright \rho \triangleleft$   
 $\ll C^b \Delta^b \wedge C^b \rho \triangleleft^c. (\Delta \triangleright \rho \cap \sigma^b$   
 $34 \rho^b)$



ALL

[illegible]





9.  $\angle$   $\circ$   $\infty$   $\subset$   $\triangleright$   $\nwarrow$   $\subset$

$\triangleright \rho \triangleright^{\zeta_b} C^{\zeta_b} \triangleright^{\zeta} \dot{\Gamma}^C \triangleright^a \underline{e}^{\zeta} \sigma \triangleleft^{\zeta} L C.$

[illegible]
$$\Delta^c C^c \sigma^c h^c \Pi^c \quad h_{\alpha} \rho_L \rho^c \quad h_{\alpha} \rho_L \rho^c$$
$$\Delta_m^{a_b} \sigma^b \supset \rho^{c_b} \rho^{c_b} \supset \Pi^b \quad \Delta_m \Delta^c$$
$$\Delta c^b d r^a r^a \sigma^b \quad \Delta f r^a r^a \sigma^b. \quad \dot{C}^b d \Delta$$
$$a^L \dot{\varphi}^{q_b} (\triangleright \sigma \dot{d}) \Delta^a a_n \triangleleft^{q_b}{}^{q_b} \triangleright^c$$

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$$\Delta c^{sb} d\tau^{ab} \omega^c.$$
$$L^a L^b d^c \quad \Delta \sigma^a \sigma^b \quad h_a \gamma \triangleright \sigma d \sigma^b$$
$$\wedge \rho L \triangleright^{\mathfrak{c}_b} >^{\mathfrak{c}} \quad \Delta^{\mathfrak{c}} C^{\mathfrak{c}} \sigma \neg^b d \Delta^{\mathfrak{a}_b} \sigma^b. \quad \triangleleft^{\mathfrak{a}_b} \rho \mathcal{P}^{\mathfrak{c}}$$

$\triangleright^{\mathfrak{c}_b} \mathfrak{c}_b \mathcal{P} L^{\mathfrak{a}_b} L^{\mathfrak{c}} \quad C L^{\mathfrak{b}} d \triangleleft \quad \mathfrak{h}_e \mathfrak{h} \triangleright \sigma d^{\mathfrak{c}}$

$$\Delta \sigma^a \sigma^b \triangleleft \triangleright^{\zeta_b} \triangleright \triangleleft^{\zeta_b} \triangleleft \triangleright^{\zeta} \triangleright \cap^{\zeta} \subset \triangleleft^{\zeta_b} \zeta \sigma^a \cap^{\zeta}$$

$\Delta^C C^S \sigma^b d \Delta^S \omega^C$      $\omega^S \Gamma$ .     $\Delta^C \Delta^C$

$\Delta^L L \rightarrow \mathcal{M} C \Delta^{a_0} r^C \supset C \quad \Delta^{a_0} r^C L \Gamma$

$$\triangleright {}^{\mathfrak{c}}b^{\mathfrak{c}} \mathcal{P} L^{\mathfrak{a}} L^{\mathfrak{c}} \quad \wedge^{\mathfrak{c}} \dot{\Delta}^{\mathfrak{c}} \quad \triangleright d \cap \mathcal{D} a^{\mathfrak{c}b}$$
$$\Delta^c C^q \sigma^h \sigma^b \ll C^q \cap^q \Delta^b$$
$$\Delta D^{ab} \Delta P^a_{\perp} L C \quad h_{\perp} L \Delta \Gamma^b$$
$$L^b L^a d^c, \triangleright d^a a^b L^c \triangleright b^a C^c L^b$$
$$\Delta^c C^c \sigma^b d \Delta^b \quad \Delta L^a \sigma^b \Delta^c :$$

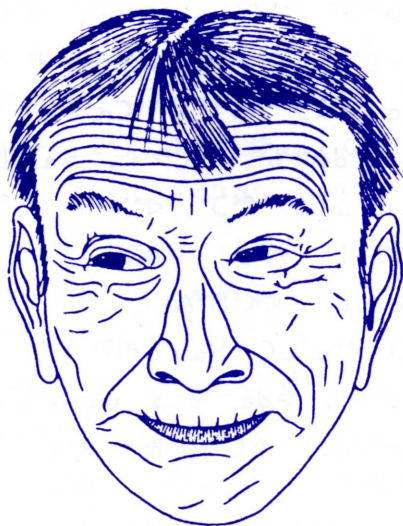
- [illegible]





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- ርዕሳቸውን ከጥቅም ላይ ሳልገቡ  
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36ጥቅም 37ጥቅም)



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[illegible]

A line drawing of a person with a beard and a hooded cloak, bent over and writing on a clipboard. To their right, a line of four other people, also in hooded cloaks, stands waiting. The first person in the line is looking at the clipboard, while the others look on.

- $\rho^b d^c \subset \dot{n}^c \quad \wedge \tau_n{}^b{}^c \sigma \triangleleft^c L^a \dot{i}^c;$





 $\Delta \rightarrow \text{O} \rightarrow \text{O} \rightarrow \text{C}$ [illegible]

$\Delta$   $\sigma^a$   $\sigma$     $b$   $N$   $L$   $\triangleright$   $\Delta$   $\triangleright$   $\leftarrow$   $b$   $\gamma$   $\sigma^c$     $\triangleleft$   $\sigma^b$   $r$   $\triangleright$   $L$   $\Gamma$   
 $\triangleright$   $\sigma^b$   $\sigma^b$   $r$   $L$   $\sigma^b$     $\dot{C}^a$   $a$

$$(\Delta^a \leftarrow \rho \triangleright) \Delta^a \underline{a} \sigma^a \underline{b} \sigma^b \quad \Delta^a \Delta^b$$
$$b \cap L \supset \Delta^a \cap \sigma^c \quad \rho \cup \sigma \supset \Delta^b \cap \sigma^b$$
$$\Delta m c^2 \sigma^b \quad L c^b \rho J \quad m c^2 \sigma^b$$
$$\triangle^{a_b} \cap \mathcal{P} \mathcal{P}^{\zeta_b}. \quad \wedge \triangle \sigma^b \subset \triangleright \subset \triangleright^{\zeta_b} \cap \mathcal{Q}_{\mathcal{Q}} \mathcal{J}$$
$$P^{a_0} J^C C^{c_b} \dot{C}^{c_b} \quad \triangle^{a_0} \Gamma^C \quad \dot{C}^{c_b} \delta \triangle$$

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$$\triangleleft^C \cap \supset^b \subset \triangleright \subset \triangleright^b \cap \supset^C.$$
$$C \Delta \triangleright \triangleright^{\text{q}_b} C \sigma \triangleleft^{\text{q}_b} C \triangleright^{\text{q}_b} \quad \Delta \text{--}^{\text{q}_b} \text{--}^{\text{q}_b} C$$

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$$\Delta_{\mathcal{M}} \Delta^c \quad b \cap L \supset \Delta^c b^c \cap \mathcal{M}^c$$
$$\Delta D^{\epsilon_b} D^L L_n^{\epsilon_b} \sigma^b \quad \wedge c_n \Delta^{\epsilon_b} L C \quad j^{\epsilon_b} \Delta^L L$$
$$\Delta \vdash \Delta^c \quad \Lambda^c \supset \Pi \triangleright^{a,b} LC. \quad \dot{C}^b d \triangleleft$$
$$\triangleleft \triangleleft_c C \triangleleft \triangleright^c \quad \Delta_o^a \sigma^b$$
$$\rho \triangleright \rho \triangleright \rho \triangleleft \sigma^b \sigma^b \triangleright \sigma^b \quad \Delta \circ \sigma^b \sigma^b, \quad \Delta \circ \Delta^c$$

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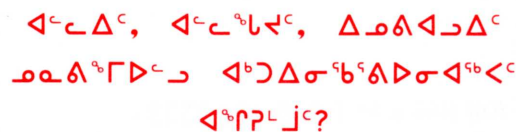
$$L^{\infty}(\mathbb{R}^n) \rightarrow L^{\infty}(\mathbb{R}^n)$$

$\rho^c = \epsilon^c \Gamma^c$      $\rho^c \rho^b \dot{C}^a \Gamma^c$      $\rho^c \Gamma^c$

$\Delta \rightarrow \Delta^c$  ከበረኞች ጋር፡ ከረቢዎች ጋር፡

$$\triangleleft \triangleright^a \subset \triangleright \sigma \triangleleft^a \sigma^a \cup \sigma^b \quad \triangleleft^a \cap \dot{\triangleright}^a.$$

( $\Delta \leq 0.5$  42%)



$\triangleleft^{a_b} \Gamma^L \dot{\Gamma}^C \supset \Gamma^b$      $\triangleright^{c_b} \Gamma^L \dot{\Gamma}^C \supset \Gamma^b$

$\triangleright^{\text{qb}} \triangleright^{\text{rqb}} \triangleright^{\text{qb}} \supset \Gamma^{\text{b}}$       $\triangleleft^{\text{rqb}} \supset$

$\mathbb{M}^{f_b, f_b} \dot{\mathbb{M}}^{f_b} \mathbb{P} \mathbb{L} \mathbb{L} \sigma^b. \quad \triangleright^{f_b, f_b} \mathbb{P} \mathbb{L} \mathbb{P}^{f_b}$

 $\Lambda \subsetneq \Delta \subsetneq \triangleright \triangleleft \nabla \subsetneq \Delta^{qb} {}^{qb} \supset C$ 
$$\Lambda \prec L \prec \Delta^a \subseteq \mathcal{D} \subset \mathcal{D}^{\prec} \quad \Gamma^b \dot{\prec} \mathcal{D}^c$$
$$D^{a_0} L \Delta^{b_0} d^{a_0} \sigma \rightarrow \Delta^{a_0} r^{a_0} \sigma$$
$$ma^{q_b}b^{q_b}\dot{b}^{q_b})\sigma^b \quad \wedge \sigma \triangleleft \sigma \triangleright \sigma \triangleleft^{q_b})^c$$
$$\triangle^{a_b} \Gamma^c \quad \rho^{a_b} J^c \quad \epsilon^{a_b} \dot{\epsilon}^{a_b} \quad \Pi \rho C \triangleright_c \triangleright^{a_b} \Pi^a \omega J.$$
$$\Lambda \leftarrow L \leftarrow \Delta^a \leftarrow \sigma \leftarrow \Gamma^b \leftarrow \mathcal{L}^c \leftarrow L \leftarrow \Delta^a \leftarrow \sigma \leftarrow \Gamma^b \leftarrow \mathcal{L}^c$$
$$\Delta c^{a_0} \Gamma^c \triangleleft^{a_0} J_{a_0} \Gamma^{a_0} \sigma^{c b},$$
$$\triangleleft \varphi^a \varphi^b \rho^a \sigma^c b^c \triangleright \Delta^a \omega \triangleright \sigma^a \rho^a \sigma^b \triangleright$$

$CL\Delta^a\sigma^b$ .  $C^p\sigma$   $\Delta^a\Gamma^L\Gamma$

$$\triangleright^{\zeta_b} \zeta_b \rho L \triangleright^{\zeta_b} \quad \zeta L^b d^c \quad \supset \rho \rho \triangleright L \sigma^a \rho^a \sigma^b$$

$\rho^L \subset \triangleright \sigma \cap \tau^b \subset \triangleright \tau^c$      $\text{ma} \dot{\triangleright}^<$      $\text{ma}^a \cap^a \sigma^b$ :

$\mathbb{H}^b d \Delta^c \Pi \sigma^{\epsilon_b}$        $\mathbb{M} \sigma^{\epsilon_b} \mathbb{H}^b \mathbb{H}^b \mathbb{H}^b \sigma^{\epsilon_b}$

$a^{\circ} \Gamma \sigma^{\circ} b^{\circ} \sigma^{\circ}; \triangleleft^L L \supset$

$$\Delta C^{\text{L}} \rightarrow \Delta C^{\text{S}} \sigma^{\text{Sb}} \quad b_{\text{e}}(F) \quad m_{\text{e}}^{\text{Sb}} b^{\text{Sb}} \gamma^{\text{C}}$$

മലയാളം  $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$

$$\wedge \prec \Delta^a \triangleleft \triangleright \triangleright^c \quad \wedge \prec L \prec \Delta^a \triangleleft \triangleright \sigma^c \lceil^c.$$

( $\Delta \leq n^b$      $43\Gamma^b$ )





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 ለጥራት ማረጋገጫ ማቋቋም