

ARTICLE 27

**RECIPROCAL ARRANGEMENTS BETWEEN NUNAVIK INUIT
AND INUIT OF NUNAVUT**

PART 27.1: GENERAL PROVISIONS

- 27.1.1 The object of this Article is to provide rights reciprocal to Article 40 under the Nunavut Land Claims Agreement as follows:
- (a) to provide for the continuation of harvesting by each Group in areas traditionally used and occupied by it, regardless of land claims agreement boundaries;
 - (b) to identify areas of equal use and occupancy between the Two Groups and with respect to such areas, to provide for:
 - (i) joint ownership of lands by the Two Groups;
 - (ii) sharing of wildlife and certain other benefits by the Two Groups;
 - (iii) participation by the Two Groups in regimes for wildlife management, land use planning, impact assessment and water management in such areas; and
 - (c) to promote cooperation and good relations between the Two Groups and among the Two Groups and Government.

PART 27.2: DEFINITIONS AND INTERPRETATIONS

- 27.2.1 In this Article:

“areas of equal use and occupancy” means those areas described in Schedule 40-1 of the *Nunavut Land Claims Agreement*, reproduced in Schedule 27-1 of this Agreement, and depicted for information purposes only on the map appended thereto.

“basic needs level” means, in the case of Nunavik Inuit, the level of harvesting by Nunavik Inuit in the Nunavut Settlement Area determined under sections 40.2.4 and 40.2.5 and Article 5 of the *Nunavut Land Claims Agreement*, and, in the case of the Inuit of Nunavut, the level of harvesting by the Inuit of Nunavut in the NMR determined under sections 27.3.2 and 27.3.3 and Article 5 of this Agreement.

“DIO” means Nunavut Tunngavik Incorporated, or an Organization that has been designated under Article 39.1.3 of the *Nunavut Land Claims Agreement* as responsible for a function under Part 2 of Article 40 of that Agreement to which a reference to a DIO in this Article relates;

Nunavik Inuit Land Claims Agreement

“**Group**” means the Inuit of Nunavut or Nunavik Inuit, and “**the Two Groups**” means both;

“**HTO**” means Hunters and Trappers Organization as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**Inuit of Nunavut**” means Inuit as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**Inuit Lands**” means Inuit Owned Lands as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**marine areas**” means Canada’s internal waters or territorial sea, whether open or ice-covered, but does not include inland waters in Québec. For greater certainty, the reference to internal waters or territorial sea includes the seabed and subsoil below those internal waters or territorial sea;

“**NWB**” means the Nunavut Water Board, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**NWMB**” means the Nunavut Wildlife Management Board, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**Nunavut Tunngavik Incorporated**” means the Tungavik, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**Organization**” means an Organization, defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**resources**” includes lands, minerals, wildlife, waters and the environment generally;

“**RWO**” means Regional Wildlife Organization, as defined in section 1.1.1 of the *Nunavut Land Claims Agreement*;

“**total allowable harvest**” means total allowable harvest as defined in section 5.1.1 of the *Nunavut Land Claims Agreement*;

“**total allowable take**” means total allowable take as defined in section 5.1.1 of this Agreement;

“**wildlife**” has the same meaning as in Article 1 of this Agreement but does not include reindeer.

Nunavik Inuit Land Claims Agreement

27.2.2 The Schedule referred to in this Article forms an integral part of it.

PART 27.3: WILDLIFE HARVESTING

- 27.3.1 Subject to sections 27.3.3 and 27.3.4, Nunavik Inuit have the same rights respecting the harvesting of wildlife in the marine areas and islands of the Nunavut Settlement Area traditionally used and occupied by them as the Inuit of Nunavut under Article 5 of the *Nunavut Land Claims Agreement* except Nunavik Inuit do not have the rights under Parts 2, 4 and 5, sections 5.6.18 and 5.6.39, Part 8 and sections 5.9.2 and 5.9.3 of that Agreement.
- 27.3.2 Subject to sections 27.3.3 and 27.3.5, the Inuit of Nunavut have the same rights respecting the harvesting of wildlife in the marine areas and islands of the NMR traditionally used and occupied by them as Nunavik Inuit under Article 5 of this Agreement, except the Inuit of Nunavut do not have the rights under Part 5.2 of Article 5, paragraphs 5.3.13.1 (d) and (e), and sections 5.3.15, 5.8.2 and 5.8.3 of that Article.
- 27.3.3 The basic needs level for Nunavik Inuit and the basic needs level for the Inuit of Nunavut shall be determined on the basis of available information. Where the basic needs levels of the Two Groups exceeds the total allowable harvest or the total allowable take, the total allowable harvest or the total allowable take shall be allocated between the Two Groups so as to reflect the ratio of their basic needs levels.
- 27.3.4 Makivik shall exercise the power of an HTO or RWO on behalf of Nunavik Inuit.
- 27.3.5 A DIO shall exercise the power of a LNUK or RNUK on behalf of the Inuit of Nunavut.

PART 27.4: AREAS OF EQUAL USE AND OCCUPANCY: LAND OWNERSHIP

- 27.4.1 Those lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 27-2 of this Agreement are vested in the form indicated on the Maps referred to in those Schedules, in the DIO on behalf of and for the benefit of the Inuit of Nunavut and in Makivik on behalf of and for the benefit of Nunavik Inuit, as joint tenants and not as tenants in common.
- 27.4.2 All provisions of the *Nunavut Land Claims Agreement* applying to Inuit Owned Lands except Part 3 of Article 19 of that Agreement, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in section 27.4.1. Any power of a DIO under the *Nunavut Land Claims Agreement* in respect of Inuit Owned Lands in the area of equal use and occupancy shall be exercised and enjoyed jointly by the DIO and Makivik in respect of those jointly owned lands.
- 27.4.3 All provisions of this Agreement applying to Nunavik Inuit Lands except provisions providing for vesting of Nunavik Inuit Lands but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred

Nunavik Inuit Land Claims Agreement

to in section 27.4.1. Any power of a MDO under this Agreement in respect of Nunavik Inuit Lands in the area of equal use and occupancy shall be exercised and enjoyed jointly by the MDO and Nunavut Tunngavik Incorporated, or a DIO designated by it, in respect of those jointly owned lands.

27.4.4 With respect to the lands described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 27-2 of this Agreement and notwithstanding any other rule or process provided by statute, at law or in equity, neither Group shall:

- (a) create or dispose of a legal or equitable interest to or in the lands;
- (b) seek or submit to sever or partition the lands;
- (c) establish or operate facilities associated with the sports or commercial use of wildlife or facilities associated with the observation, study or enjoyment of natural or cultural features of the lands; or
- (d) make use of the lands so as to cause physical alteration or in any way diminish their value;

without the prior written agreement of the other Group and any act or instrument purporting to do so shall be null, void and of no effect.

27.4.5 No act or inaction by either of the Two Groups in relation to section 27.4.4 shall impose any liability on Government.

PART 27.5: AREAS OF EQUAL USE AND OCCUPANCY: OTHER BENEFITS

27.5.1 Notwithstanding section 27.3.1 and subject to section 27.5.4 in the areas of equal use and occupancy, the rights of the Inuit of Nunavut pursuant to section 5.6.39 and Part 8 of Article 5 and to Articles 8, 9, 26, 33, 34 of the *Nunavut Land Claims Agreement* shall apply equally to Nunavik Inuit and the functions of a DIO pursuant to those Articles shall be exercised by an organization jointly designated by Nunavut Tunngavik Incorporated and Makivik to exercise those functions or, in the absence of such designation, by the DIO.

27.5.2 Notwithstanding section 27.3.2 in the areas of equal use and occupancy, the rights of Nunavik Inuit pursuant to paragraphs 5.3.13 (iii, iv & v), section 5.3.15 and Articles 11, 20 and 21 shall apply equally to the Inuit of Nunavut and the functions of a MDO pursuant to those Articles shall be exercised by an organization jointly designated by Nunavut Tunngavik Incorporated and Makivik to exercise those functions or, in the absence of such designation, by the MDO.

Nunavik Inuit Land Claims Agreement

- 27.5.3 For greater certainty, notwithstanding section 27.3.1, Nunavik Inuit may exercise the rights provided under sections 5.8.2 and 5.8.3 of this Agreement in the areas of equal use and occupancy.
- 27.5.4 Section 27.5.1 does not apply to the rights of the Inuit of Nunavut under section 5.8.9 of the *Nunavut Land Claims Agreement* in relation to the eiderdown venture conducted by Sanniit Co-operative Limited.

PART 27.6: AREAS OF EQUAL USE AND OCCUPANCY: MANAGEMENT

- 27.6.1 Notwithstanding section 27.3.1, Makivik, on behalf of Nunavik Inuit, has the right to appoint to the NWMB and to nominate to each of the NPC, NIRB and the NWB, members equal to one half of those appointed or nominated by the DIO, which members shall be appointed in the same manner as members nominated by the DIO. Any member so appointed shall replace an equal number of members appointed or nominated by the DIO for decisions of the NWMB, NPC, NIRB and NWB that apply to activities that take place in the areas of equal use and occupancy, but shall not otherwise be considered to be or act as a member of those institutions.
- 27.6.2 For the purposes of management regimes in the areas of equal use and occupancy, the arrangement, as outlined in section 27.6.1 of this agreement and Section 40.2.14 of the *Nunavut Land Claims Agreement*, shall continue to apply until agreement has been reached pursuant to Section 40.2.15 of the *Nunavut Land Claims Agreement*.
- 27.6.3 The NWMB, NPC, NIRB and NWB, in performing their functions in relation to islands and marine areas of the Nunavut Settlement Area traditionally used and occupied by Nunavik Inuit shall allow full standing to Makivik to make representations respecting the interests of the Nunavik Inuit and shall take those representations into account.
- 27.6.4 The NMRWB, NMRPC and NMRIRB, in performing their functions in relation to islands and marine areas of the NMR traditionally used and occupied by the Inuit of Nunavut shall allow full standing to Nunavut Tunngavik Incorporated to make representations respecting the interests of the Inuit of Nunavut and shall take those representations into account.

PART 27.7: MUTUAL PROTECTION OF RIGHTS AND INTERESTS, BETWEEN THE TWO GROUPS

- 27.7.1 Each Group shall exercise its rights with respect to harvesting and resource management, including rights derived from this Agreement, the *Nunavut Land Claims Agreement* and the *James Bay and Northern Québec Agreement*, in a manner consistent with the rights and interests of the other Group.
- 27.7.2 In exercising rights with respect to harvesting and resource management which may affect the other Group, each Group shall be guided by the principles of conservation and the importance of effective environmental protection and, accordingly, shall pursue the

Nunavik Inuit Land Claims Agreement

application of appropriate management techniques aimed at the rational and sustainable use of resources.

- 27.7.3 Each Group shall consult with the other with respect to all issues concerning all aspects of harvesting or resource management over which the Group has control or influence and which may affect the other Group. The obligation to consult shall include the obligation to give timely written notice and to facilitate in the making of adequate written representations.
- 27.7.4 Notwithstanding section 31.1.1 of the *Nunavut Land Claims Agreement* and section 17.1.1 of this Agreement the Two Groups shall share equally any revenues obtained by either Groups resulting from any right to a share of resource royalties in the areas of equal use and occupancy pursuant to a land claim agreement.
- 27.7.5 If any lands, additional to those described in Schedule 40-2 of the *Nunavut Land Claims Agreement* and Schedule 27-2 of this Agreement, are acquired by Nunavik Inuit in the areas of equal use and occupancy under this Agreement, the Inuit of Nunavut will acquire title thereto as joint tenants and not as tenants in common with Nunavik Inuit.
- 27.7.6 Nothing in Section 40.2.22 of the *Nunavut Land Claims Agreement* or section 27.7.5 of this Agreement constitutes an admission or commitment by Government to negotiate additional ownership of lands in the areas of equal use and occupancy for the Inuit of Nunavut.
- 27.7.7 Sections 27.7.1 to 27.7.4 express arrangements between the Two Groups and neither of these sections nor any act or inaction by either of those groups or of their members in relation to these sections shall impose any liability or obligation on Government or any other person or affect any power or right of Government or any other person.

PART 27.8: STATUS AND SECURITY OF RIGHTS

- 27.8.1 In addition to any person or body that is recognized by laws of general application as having standing, a MDO on behalf of Nunavik Inuit and a DIO on behalf of the Inuit of Nunavut shall have standing before an appropriate court or other body to enforce this Article against the Crown or any person.
- 27.8.2 Notwithstanding section 2.14 of this Agreement, this Article shall not be amended without the prior written consent of Nunavut Tunngavik Incorporated.
- 27.8.3 In the event of conflict or inconsistency between the sections of this Article other than sections 27.7.1 to 27.7.3, and any other provisions of this Agreement, the sections of this Article other than sections 27.7.1 to 27.7.3 shall prevail.

Nunavik Inuit Land Claims Agreement

27.8.4 In the event of any inconsistency or conflict between this Agreement and Article 40 of the *Nunavut Land Claims Agreement*, the latter shall prevail to the extent of such inconsistency or conflict.

SCHEDULE 27-1

**COORDINATES OF AREAS OF EQUAL USE AND OCCUPANCY IN HUDSON STRAIT
AND HUDSON BAY**

(a) Coordinates of Areas of Equal Use and Occupancy in Hudson Strait

1. The line shall commence at the intersection of 63°25'N and 76°10'W;
2. then it shall proceed generally south and west in a straight line to the intersection of 63°12'N and 77°00'W;
3. then generally west and south in a straight line to the intersection of 63°00'N and 77°40'W;
4. then generally north and west in a straight line to the intersection of 63°03'N and 78°25'W;
5. then generally north and west in a straight line to the intersection of 63°30'N and 78°47'W;
6. then generally north and east in a straight line to the intersection of 63°52'N and 77°15'W;
7. then generally south and east in a straight line to the intersection of 63°25'N and 76°10'W.

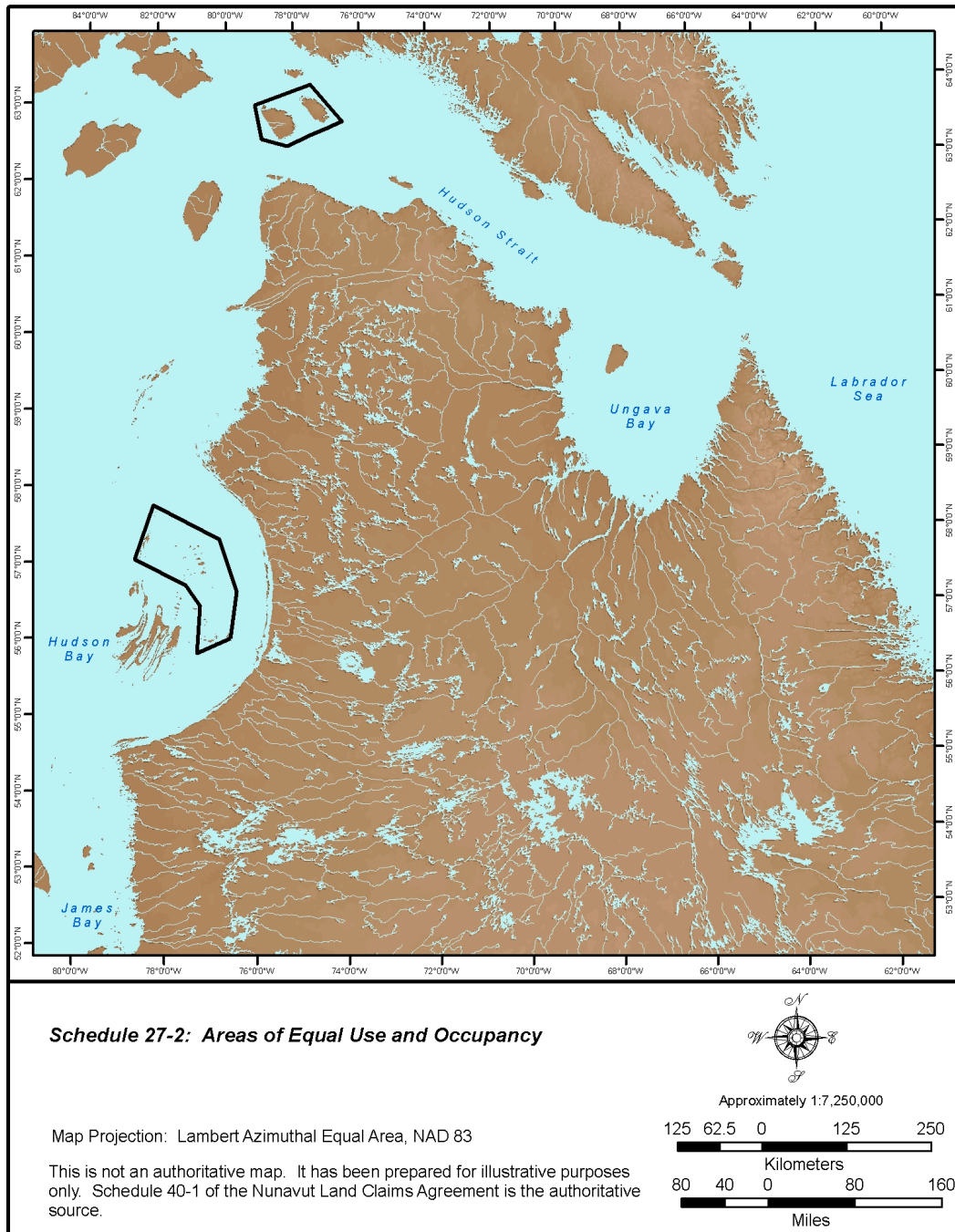
(b) Coordinates of Areas of Equal Use and Occupancy in Hudson Bay

1. The line shall commence at the intersection of 56°22'N and 77°25'W;
2. then it shall proceed generally west and south in a straight line to the intersection of 56°07'N and 78°10'W;
3. then shall proceed northerly in a straight line to the intersection of 56°45'N and 78°15'W;
4. then shall proceed generally west and north in a straight line to the intersection of 57°00'N and 78°40'W;
5. then shall proceed generally west and north in a straight line to the intersection of 57°15'N and 80°00'W;
6. then northerly in a straight line to 58°00'N and 79°45'W;

Nunavik Inuit Land Claims Agreement

7. then generally east and south in a straight line to the intersection of 57°40'N and 78°00'W;
8. then generally east and south in a straight line to the intersection of 57°00'N and 77°25'W;
9. then southerly in a straight line to the intersection of 56°22'N and 77°25'W.

Nunavik Inuit Land Claims Agreement



Nunavik Inuit Land Claims Agreement