

## Chapter 1: General Definitions and Interpretation

### Part 1.1 Definitions

1.1.1 In the Agreement, unless otherwise provided:

"Agreement" means this land claims agreement and its preamble, schedules, appendices and Map Atlas;

"Aquaculture" means the production, breeding, holding or raising of Fish and the cultivation or culture of Aquatic Plants and includes sea and river ranching but does not include the holding of Fish or Aquatic Plants in an aquarium for non-commercial purposes or the holding of Fish or Aquatic Plants for experimental purposes;

"Aquatic Plant" means all marine and freshwater plants and includes all benthic and attached algae, kelp, marine flowering plants, brown algae, red algae, green algae, phytoplankton and other plants that complete their entire life cycle in water;

"Arbitration Decision" means a ruling, order, award or decision of an Arbitration Panel;

"Arbitration Panel" means the individual or individuals responsible under section 21.6.9 for arbitrating a Dispute;

"Archaeological Activity" means physical activity carried out in the Labrador Inuit Settlement Area in connection with the discovery, recovery or field study of the remains of pre-contact and post-contact periods and includes an "archaeological investigation" as defined in the *Historic Resources Act*, RSNL 1990, c. H-4 and any activity that disturbs or may result in the disturbance of an Archaeological Site or Archaeological Material;

"Archaeological Material" means an object of archaeological importance, interest or significance found in whole or in part on or in land in the Labrador Inuit Settlement Area and includes an "archaeological object" as defined in the *Historic Resources Act*, RSNL 1990, c. H-4, but does not include Inuit Cultural Material;

"Archaeological Site" means land in the Labrador Inuit Settlement Area containing Archaeological Material or where an Archaeological Activity is conducted;

"Archival Record" means a record of historical value and includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics;

"Aullâvik" means a settlement, camp or place in the Labrador Inuit Settlement Area other than a community, occupied by Inuit families or groups of Inuit on a seasonal, semi-permanent or permanent basis for hunting, fishing, trapping or gathering and for the use and enjoyment of the lands, waters and ocean of the Labrador Inuit Settlement Area, but does not include:

- (a) a transient hunting camp or a site randomly occupied for a few days or weeks at a time;
- (b) a site, facility, camp or building constructed, used or operated for purposes of Recreational Hunting with a view to income or gain to the owner or operator;
- (c) a Commercial Plant Operation as defined in section 12.1.1;
- (d) a Sports Fish Camp; or
- (e) an Aquaculture Facility as defined in section 13.1.1;

"Aullâsimavet" is the plural of Aullâvik;

"Beneficiary" means an individual enrolled on the Register;

"Bylaw" means a regulation made by an Inuit Community Government and includes a law made by an Inuit Community Government under section 17.41.1, 17.41.3 or 20.2.2 or subsection 20.3.1(b);

"Canada" means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

"Capital Transfer" means an amount payable by Canada under section 19.1.1;

"Carving Stone" means soapstone and serpentinite that is suitable for carving purposes;

"Chief Justice" means the Chief Justice of the Supreme Court of Newfoundland and Labrador, Trial Division;

"Commercial Wildlife Operation" means an undertaking in the Labrador Inuit Settlement Area that uses Wildlife for commercial purposes and includes:

- (a) a facility catering to Recreational Hunting;
- (b) a facility catering to the non-consumptive use of Wildlife; or
- (c) a Sports Fish Camp;

"Community Lands" means lands within the boundaries of an Inuit Community that are owned by the Inuit Community Government under a transfer referred to in section 17.42.1;

"Conflict" means an actual conflict in operation;

"Construction" includes site preparation in respect of a Development;

"Consult" means to provide:

- (a) to the Person being consulted, notice of a matter to be decided in sufficient form and detail to allow that Person to prepare its views on the matter;
- (b) a reasonable period of time in which the Person being consulted may prepare its views on the matter, and an opportunity to present its views to the Person obliged to consult; and
- (c) full and fair consideration by the Person obliged to consult of any views presented;

"Crown" means Canada or the Province or both, as appropriate;

"Customary Fishing Area" means a fishing area established under section 13.7.1;

"Designated Inuit Organization" means Labrador Inuit Association, the Nunatsiavut Government, or any organization that:

- (a) is constituted by, controlled by and answerable to Inuit; and
- (b) is designated by Labrador Inuit Association to enjoy a right or exercise a power, function or authority that may be assigned to and exercised by a Designated Inuit Organization under the Agreement;

"Developer" means a Person proposing or undertaking a Development, and includes a Person who is the operator of or general partner in a Development proposed or undertaken by two or more Persons;

"Development" means a commercial or industrial undertaking, including a power generation or water exploitation undertaking, but excludes:

- (a) Exploration;
- (b) map staking;
- (c) a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve;
- (d) a Protected Area;

- (e) a Marine Protected Area; and
- (f) marine transportation, except where otherwise expressly provided in the Agreement;

"Dispute" means a controversy, question, disagreement or claim:

- (a) respecting the interpretation, implementation or application of the Agreement;
- (b) that the Agreement stipulates may be resolved under chapter 21; or
- (c) arising under or with respect to an agreement between two of the Parties or among all Parties that provides that the controversy, question, disagreement or claim may be resolved under chapter 21;

"Dispute Resolution Board" means the board established under section 21.3.1;

"Domestic Interjurisdictional Agreement" means an agreement between Canada and a province or territory or between the Province and another province or a territory;

"Effective Date" means the first date following ratification of the Agreement by Inuit under part 22.7 on which both the federal Legislation referred to in subsection 22.8.1(b) and the Provincial Legislation referred to in subsection 22.8.2(c) are in effect;

"Enrolment Committee" means a committee established under section 3.4.1;

"Environment" means the components of the earth and includes:

- (a) land, water and air, including all layers of the atmosphere;
- (b) all organic and inorganic matter and living organisms;
- (c) the social, economic, recreational, cultural and aesthetic conditions and factors that influence the life of humans and communities; and
- (d) any part or combination of the components referred to in clauses (a), (b) and (c) and the interrelationships between two or more of them;

"Environmental Assessment" means:

- (a) an assessment of the Environmental Effects of a proposed undertaking, project, work or activity in Labrador Inuit Lands that is conducted in accordance with Inuit Laws made under part 11.3;
- (b) an assessment of the Environmental Effects of a Project or Undertaking that is conducted under the *Canadian Environmental Assessment Act*;

- (c) an assessment of the Environmental Effects of a Project or Undertaking that is conducted under the *Environmental Protection Act*; or
- (d) an assessment that is conducted under two or more Laws referred to in clauses (a), (b) and (c);

"Environmental Effect" means, in respect of a proposed undertaking, project, work or activity:

- (a) any change that the proposed undertaking, project, work or activity may cause in the Environment, including any change to health and socio-economic conditions, to physical and cultural heritage, to the current use of lands and resources for traditional purposes by aboriginal individuals, or to any structure, site or thing that is of historical, archaeological, palaeontological or architectural significance; and
- (b) any change to the proposed undertaking, project, work or activity that may be caused by the Environment,

whether the change occurs within or outside Canada;

"Exploration" means prospecting, ground staking, surveying, drilling, trenching, sinking underground shafts or otherwise searching for or proving the existence, value or extent of Subsurface Resources, but does not include map staking;

"Expropriate" means the compulsory taking of land or any interest in land in accordance with federal or Provincial Legislation and part 4.18;

"Federal Wildlife Area" means public lands the administration of which has been assigned to the Minister under section 4 of the *Canada Wildlife Act*;

"Fiscal Financing Agreement" means a funding agreement under section 18.1.1;

"Fish" includes:

- (a) parts of fish;
- (b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals; and
- (c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"Fish Habitat" means spawning grounds and nursery, rearing, food-supply and migration areas and any other areas on which Fish depend directly or indirectly in order to carry out their life processes;

"Furbearer" means beaver, fisher, fox, lynx, marten, mink, muskrat, otter, squirrel, weasel, wolf and wolverine;

"Gas" means natural gas and includes all substances other than Oil that are produced in association with natural gas;

"Geothermal Resource" means a subsurface or surface source of heat energy that results from subsurface geological processes, and includes steam, hot fluids or heated rock but does not include the normal background heat flow found in the subsurface;

"Government" means Canada, the Province or Inuit Government and "Governments" means any two or more of Canada, the Province or an Inuit Government;

"Government of Canada" means federal departments and departmental corporations listed in Schedules I, I.1, II and Part I of Schedule III of the *Financial Administration Act*;

"Habitat" means the natural environment where Wildlife or Plants occur or on which they depend directly or indirectly in order to carry out their life processes;

"Harvest" means the reduction or attempted reduction of Wildlife, Plants, Fish or Aquatic Plants into possession, and includes fishing, hunting, trapping, netting, eggging, picking, collecting, gathering, spearing, killing, catching, capturing or taking by any means or method and, with reference to Plants, includes wooding, cutting or digging or attempting to do so;

"Implementation Plan" means the plan referred to in section 23.2.1;

"International Agreement" means an agreement governed by international law and concluded in written form:

- (a) between states; or
- (b) between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

"Inuit" means:

- (a) for purposes of the first and third recitals in the preamble, subsection 2.11.1(a) and sections 2.11.2, 2.11.6, 2.11.7, 2.11.8, 2.12.1 and 2.21.1 and references of a general historic nature, all the members of the aboriginal people of Labrador, sometimes known as Eskimos, that has traditionally used and occupied and currently uses and occupies the lands, waters and sea ice of the Labrador Inuit Land Claims Area and includes Kablunângajuit as defined in chapter 3; and
- (b) for purposes of all provisions other than those referred to in clause (a):
  - (i) until the Register is published under section 3.7.1, all those individuals eligible to be enrolled under chapter 3; and
  - (ii) after the Register is published under section 3.7.1, all Beneficiaries,

but "Inuit" does not include beneficiaries of the "James Bay and Northern Québec Agreement", the "Inuvialuit Final Agreement" or the "Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada";

"Inuit Business" means:

- (a) a sole proprietorship owned by an Inuk; or
- (b) an entity that is:
  - (i) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Inuit;
  - (ii) a co-operative controlled by Inuit;
  - (iii) a partnership that is more than 50 percent controlled by Inuit or by an entity described in subclause (i) or (ii);
  - (iv) a not-for-profit organization controlled by Inuit; or
  - (v) a joint venture or consortium in which Inuit have, or an entity described in subclause (i), (ii), (iii) or (iv) has, more than 50 percent ownership and control;

"Inuit Community" means one of the following communities: Nain, Hopedale, Makkovik, Postville or Rigolet;

"Inuit Community Corporation" means an incorporated body that is established pursuant to subsection 17.3.4(c);

"Inuit Community Government" means a government established in respect of an Inuit Community under the Labrador Inuit Constitution pursuant to subsection 17.3.3(b);

"Inuit Cultural Material" means any object from the Labrador Inuit Settlement Area, other than Archaeological Material, that is made, modified or used by humans and collected and documented for the interpretation and descriptive study of human culture and that is of cultural importance to Inuit or of value for the information it may give about contemporary, post-contact or pre-contact Inuit, but does not include Archival Records;

"Inuit Domestic Fishery" means the exercise by Inuit of the rights to Harvest Fish referred to in part 13.4;

"Inuit Domestic Harvest" means the exercise by Inuit of the rights to Harvest Wildlife and Plants referred to in part 12.3;

"Inuit Government" means any of the following, individually or in combination:

- (a) the Nunatsiavut Government;
- (b) any or all of the Inuit Community Governments; or
- (c) any or all of the Inuit Community Corporations.

"Inuit Impacts and Benefits Agreement" means an agreement referred to in section 6.7.1, 7.7.2, 7.7.3, or 8.5.7;

"Inuit Law" means a law of the Nunatsiavut Government and includes:

- (a) subordinate legislation under a law of the Nunatsiavut Government; and
- (b) an Inuit customary law proclaimed, published and registered in accordance with part 17.5;

"Inuk" is the singular of Inuit;

"Inuktitut" means the spoken and written language of Inuit;

"Jurisdictional Boundary" means the boundary between Newfoundland and Labrador and Quebec and between Newfoundland and Labrador and Nunavut. The boundary has been plotted from digital information supplied by the Province and according to that source this boundary has been digitized from the National Topographic Series (NTS) 1:50,000 monochrome map sheets obtained from the Natural Resources Canada Centre for Topographic Information. This boundary has not been surveyed;

"Labrador Inuit Association" means the body corporate of that name organized and existing under the *Corporations Act*;



"Labrador Inuit Constitution" means the constitution established in conformity with part 17.3;

"Labrador Inuit Lands" means the lands referred to in section 4.3.1 as added to or reduced under the Agreement;

"Labrador Inuit Land Claims Area" means the area shown in schedule 1-A;

"Labrador Inuit Settlement Area" means the area referred to in section 4.2.1 and, unless otherwise stated, includes Labrador Inuit Lands, the Inuit Communities and the Zone;

"Land Use Plan" means a regional land use plan approved under part 10.6 and brought into effect under part 10.7 and includes any related regulations, amendments to the plan or the regulations, and a substitute plan;

"Law" includes federal and Provincial Legislation, Inuit Laws, Bylaws, the common law and equity;

"Law of General Application" means federal or Provincial Law but does not include federal or Provincial Legislation that is applicable only to:

- (a) Inuit;
- (b) Labrador Inuit Lands, Water on Labrador Inuit Lands or resources in Labrador Inuit Lands; or
- (c) Inuit Government;

"Legal Proceeding" means any civil, criminal or regulatory proceeding or inquiry in which evidence is or may be given, and includes an arbitration and a proceeding before a board, commission or tribunal;

"Legislation" includes statutes, regulations, ordinances and orders in council;

"Major Development" means a Development within the Labrador Inuit Settlement Area that involves during any five-year period either more than 150 person-years of employment or capital expenditures of more than \$40.0 million in constant 1998 dollars;

"Map Atlas" means the series of American National Standards Institute (ANSI) 'D' map sheets containing the maps that graphically represent the boundaries of lands illustrated in schedules 4-A, 4-B, 4-C, 4-D, 4-E, 4-F, 5-A, 7-B, 8-A, 9-A, 12-E, 17-A, 17-B, 17-C, 17-D and 17-E of the Agreement. Unless otherwise stated, these maps were created using the National Topographic Data Base (NTDB) 1:50,000 digital topographic base maps, and the digital data files depicting all boundaries as agreed by the Parties;

"Marine Protected Area" means an area that has been designated under section 35 of the *Oceans Act* for special protection;

"Migratory Bird" means a "migratory bird" as defined in the *Migratory Birds Convention Act, 1994*;

"Migratory Bird Sanctuary" means a protection area for Migratory Birds and nests prescribed in a regulation under paragraph 12(1)(i) of the *Migratory Birds Convention Act, 1994*;

"Mineral" means any naturally occurring inorganic substance including gems, precious and base metals, coal and minerals contained in mine tailings, but does not include water, Quarry Materials, stratified deposits other than coal from which Oil can be extracted, or Petroleum;

"Minister" means, in relation to any matter, the responsible minister of Canada or of the Province having jurisdiction over the particular matter;

"Mitigate" means to reduce, eliminate or control the adverse Environmental Effects of a Project or Undertaking, and includes restitution for any damage to the Environment caused by those effects through replacement, restoration, compensation or any other means;

"National Marine Conservation Area" means a "marine conservation area" as defined in subsection 2(1) of the *Canada National Marine Conservation Areas Act*;

"National Marine Conservation Area Reserve" means a "reserve" as defined in subsection 2(1) of the *Canada National Marine Conservation Areas Act*;

"National Park" means a "park" as defined in subsection 2(1) of the *Canada National Parks Act*;

"National Park Reserve" means a "park reserve" as defined in subsection 2(1) of the *Canada National Parks Act*;

"Non-Beneficiary" means a Person who is not enrolled on the Register;

"Nunatsiavut Government" means the government established under the Labrador Inuit Constitution pursuant to subsection 17.3.3(a);

"Official Voters List" means the list of individuals referred to in section 22.4.12;

"Oil" means:

- (a) crude oil, regardless of gravity, produced at a well-head in liquid form; and
- (b) any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or

from other types of deposits in, upon or beneath the soil of the earth, including on the sea bed or the subsoil of the sea bed;

"Park Impacts and Benefits Agreement" means an agreement referred to in section 9.2.2, 9.2.3 or 9.2.4;

"Party" means Canada, the Province or Inuit as represented by Labrador Inuit Association and "Parties" means all of them;

"Permit Holder" means a Person authorized to carry out an Archaeological Activity under a written permit issued by a Permitting Authority as defined in section 15.1.1;

"Person" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated association, a government or any agency or subdivision of a government, and their respective heirs, executors, administrators and other legal representatives;

"Petroleum" means Oil or Gas;

"Petroleum Development" means the development of a Petroleum discovery and includes the drilling of wells and the installation of equipment and facilities for the primary purpose of extracting Petroleum from the subsurface for commercial production;

"Petroleum Exploration" means activities involved in Exploration for Petroleum and includes:

- (a) geophysical, geological and geotechnical surveys and related activities carried out for the primary purpose of identifying drilling locations and drilling hazards;
- (b) the drilling of wells for the primary purpose of discovering the presence of Petroleum within a defined geological feature; and
- (c) the drilling of wells for the primary purpose of delineating the horizontal and vertical extent of a Petroleum discovery, for the purpose of determining the potential for commercial production of Petroleum from the discovery;

"Plant" means any species of plant, other than an Aquatic Plant, that is wild by nature and all seeds, parts and products thereof and includes trees and wild plant species that have been planted or transplanted in the wild by humans;

"Project" means any undertaking, project, work or activity proposed to be located or carried out in the Labrador Inuit Settlement Area that requires an Environmental Assessment;

"Protected Area" means any area of land, Water or ocean of particular significance or that requires special protection, including wilderness and ecological reserves,

national Wildlife areas, including Federal Wildlife Areas, Migratory Bird Sanctuaries and Protected Marine Areas, conservation areas, Provincial parks, bird and Wildlife sanctuaries, national historic sites administered by Parks Canada Agency, historic sites or places, marine Wildlife areas and Provincial marine protected areas, but does not include a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or Marine Protected Area;

"Protected Area Agreement" means an agreement referred to in section 9.4.12;

"Protected Marine Area" means an area established as a protected marine area under section 4.1(1) of the *Canada Wildlife Act*;

"Province" means Her Majesty the Queen in right of Newfoundland and Labrador;

"Quarry Material" means a substance used in its natural form for construction or agricultural purposes and includes:

- (a) clay, sand, gravel, shale, stone, topsoil, soil, marl, peat and peat moss; and
- (b) a mineral, rock or stone capable of being cut or polished for use as an ornament, personal adornment or decoration;

"Ratification Committee" means the committee established under section 22.3.1;

"Recreational Fishing" includes sport fishing;

"Recreational Hunting" includes sport hunting;

"Register" means the register referred to in section 3.6.1;

"Revenue" means:

- (a) any Royalty Tax that is received by the Province under the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act*;
- (b) any Royalty Tax that is received by the Province under any Provincial Legislation to replace or amend the *Mining and Mineral Rights Tax Act*, the *Petroleum and Natural Gas Act*, the *Quarry Materials Act* or the *Mineral Act* or to levy a new or additional Royalty Tax in respect of Subsurface Resources in Newfoundland and Labrador;
- (c) any amount that is received by the Province under a tax collection, tax rental, revenue sharing or similar arrangement with Canada or any other jurisdiction in respect of a Royalty Tax referred to in clause (a) or (b) in respect of Subsurface Resources in Newfoundland and Labrador;

- (d) any interest or penalty that is received by the Province in respect of a Royalty Tax or an amount referred to in clause (a), (b) or (c); and
- (e) where the Province has taken an equity share in a Subsurface Resource Development *in lieu* of Royalty Taxes, the net revenue received by the Province in respect of such share but, for greater certainty, excludes revenue where the Province acquires an interest through a purchase of shares or where it receives a return on the Subsurface Resource Development from the investment of capital or resources other than the Subsurface Resource in respect of which the equity share is taken *in lieu* of Royalty Taxes;

"Royalty Tax" means:

- (a) an amount in respect of a Subsurface Resource that is a tax, royalty, rent, fee, excluding a fee levied for administrative purposes, or other payment in the nature of a royalty; and
- (b) any other amount that is payable for a right to explore for or exploit a Subsurface Resource or a right of entry or use relating to a right to explore for or exploit a Subsurface Resource;

"Specified Material" means stone including stone suitable for dimension stone, labradorite, chert, sand, gravel, clay, topsoil, soil, shale, marl, peat and peat moss when these substances are used for construction or agricultural purposes only;

"Specified Material Lands" means Labrador Inuit Lands referred to in section 4.3.3 as added to or reduced under the Agreement;

"Sports Fish Camp" means a site, facility, camp or building, constructed, used or operated for purposes of Recreational Fishing with a view to income or gain to the owner or operator;

"Subsurface Interest" means a lease, licence or permit in relation to a Subsurface Resource issued by the Province;

"Subsurface Resource" means Minerals, Petroleum and Quarry Materials but excludes:

- (a) Carving Stone and Geothermal Resources in Labrador Inuit Lands; and
- (b) Specified Materials in Specified Material Lands;

"Supreme Court" means the Supreme Court of Newfoundland and Labrador, Trial Division;

"Surface Interest" means a lease, licence, easement or permit with respect to land or a surface resource;

"Tidal Waters" means any part of the sea and any part of a river within the ebb and flow of the sea at average spring tides;

"Torngat Joint Fisheries Board" means the board established under section 13.10.1;

"Torngat Wildlife and Plants Co-Management Board" means the board established under section 12.8.1;

"Undertaking" means any undertaking, project, work or activity proposed to be located or carried out outside the Labrador Inuit Settlement Area that requires an Environmental Assessment under the *Canadian Environmental Assessment Act* or the *Environmental Protection Act*;

"Use of Water" means the same as Water Use;

"Voisey's Bay Project" means the Voisey's Bay Project as defined in section 8.1.1;

"Waste" includes residential, municipal, commercial or industrial waterborne or solid wastes, that would, if left untreated, cause an adverse effect, but does not include drainage and storm water collected from natural run-off;

"Water" means surface and subterranean water in liquid or frozen state located in or derived from a natural channel, a lake or other body of inland water but does not include Tidal Waters;

"Water Lot" means an area of Labrador Inuit Lands extending seaward from the ordinary high water mark and includes the land covered by the Tidal Water column;

"Waters Adjacent to the Zone" means those Canadian fisheries waters within the portions of Northwest Atlantic Fisheries Organization Divisions 2G, 2H and 2J adjoining and lying due eastward of the Zone;

"Water Use" means all uses of Water, including diversion, removal, storage and sale of Water and the discharge or release of Waste into Water, but does not include use of Water for Harvesting or navigation;

"Water Use Permit" means:

- (a) a licence for a Use of Water;
- (b) a permit required for an undertaking or works in relation to Water or an alteration of Water; or
- (c) an approval for the discharge or release of Waste into Water,

pursuant to a Law of General Application and includes any other instrument that may be required in relation to Water for a purpose referred to in clause (a), (b) or (c);

"Wildlife" means all species and populations of wild mammals, amphibians and birds and all parts and products thereof, but does not include Fish;

"Work Plan" means a plan for Exploration or quarrying that must be submitted to the Nunatsiavut Government and the Province under subsection 4.11.13(b) and includes a revised work plan submitted under section 4.11.18; and

"Zone" means the Tidal Waters of the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 4-A) and described in appendix A-3 Part 1.

## **Part 1.2 Interpretation**

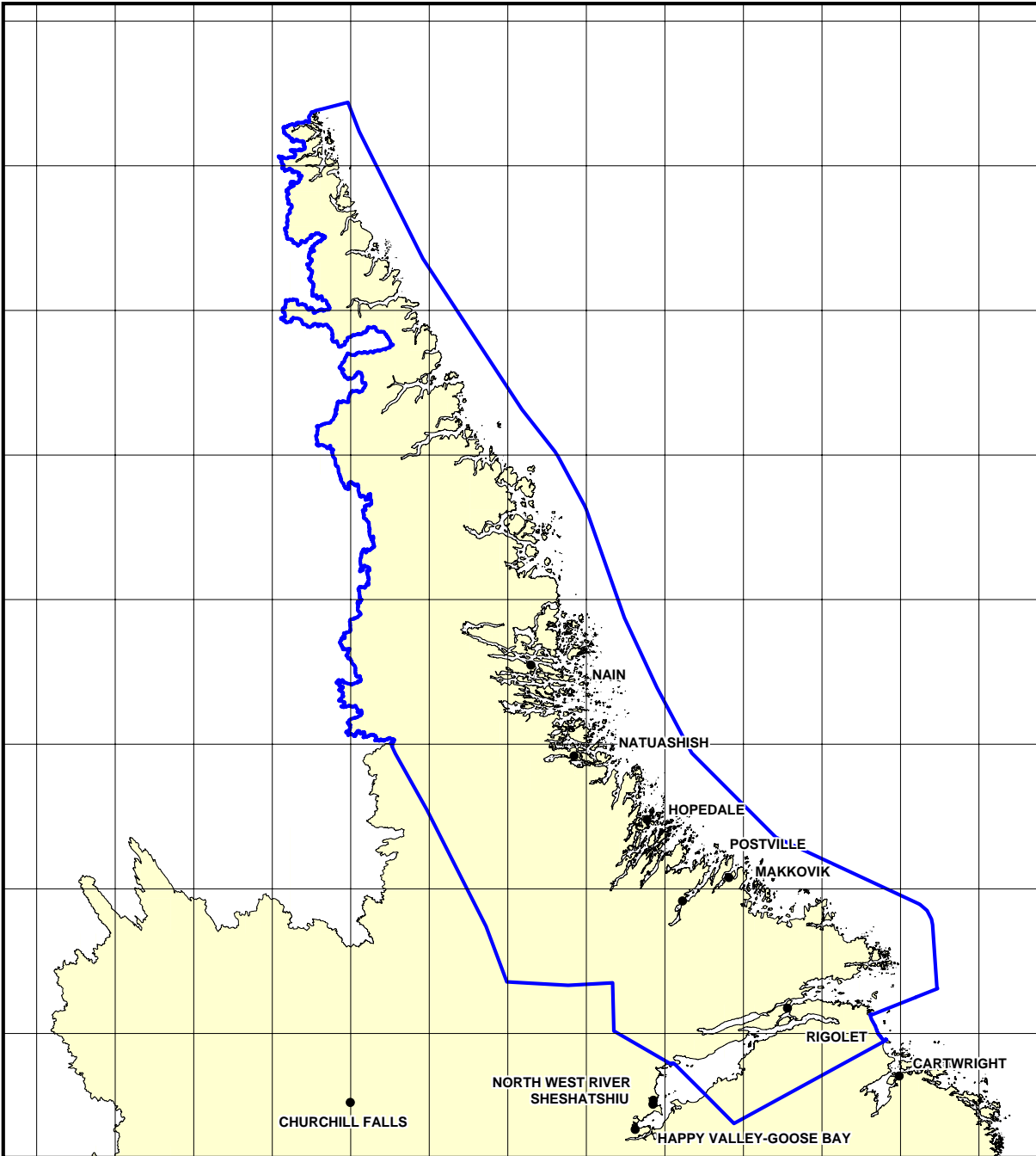
- 1.2.1 For purposes of the Agreement:
- (a) an individual is ordinarily resident in a place if that individual has a principal, or only, residence, home, lodging or habitation in that place;
  - (b) an individual may only be ordinarily resident in one place at a time; and
  - (c) an individual continues to be ordinarily resident in a place if that individual, for a temporary purpose only, leaves his or her principal, or only, residence, home, lodging or habitation in that place with the intention of returning to that place.
- 1.2.2 There shall be an Inuktitut, an English and a French version of the Agreement. The English and French versions shall be the authoritative versions.
- 1.2.3 The preamble, the several chapters, the schedules, the appendices to the Agreement and the Map Atlas shall be read together and interpreted as one agreement.
- 1.2.4 Subject to part 2.15, the Agreement shall be construed according to the Provincial *Interpretation Act*, with any modifications that the circumstances require.
- 1.2.5 Except where the full citation of Legislation is provided, a reference in the Agreement to Legislation refers to the Legislation as amended from time to time and includes replacement or successor Legislation.
- 1.2.6 When the Agreement refers to an agency, board or tribunal established under a Law of General Application, the reference includes any Person or entity that replaces the agency, board or tribunal.
- 1.2.7 All headings are for convenience of reference only and form no part of the Agreement.
- 1.2.8 Where a word is defined in the Agreement, other parts of speech, and tenses, of the same word have a corresponding meaning.

- 1.2.9 Unless it is otherwise clear from the context, in the Agreement the word "including" means "including but not limited to" and the word "includes" means "includes but is not limited to".



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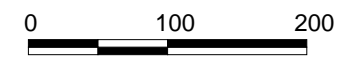
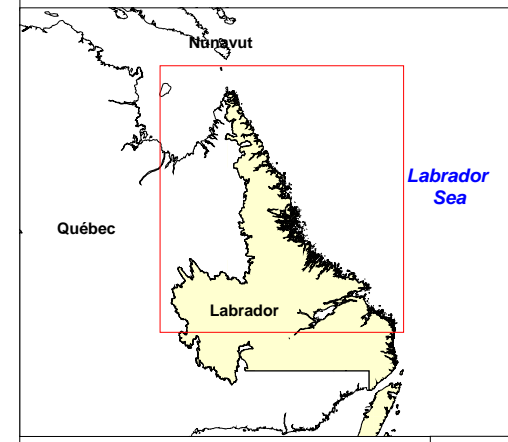
# Labrador Inuit Land Claims Agreement

## Schedule 1-A Labrador Inuit Land Claims Area (section 1.1.1)

This is an authoritative map of the Labrador Inuit Land Claims Area.

### legend

 Labrador Inuit Land Claims Area



kilometres

scale  
1 : 5,000,000

