

Chapter 7: Economic Development

Part 7.1 Definitions

7.1.1 In this chapter:

“Committee” means the Subsurface Resource Revenue sharing committee established under section 7.6.8;

“Donner Project Area” means the area located outside the Labrador Inuit Settlement Area within the boundaries set out in the Map Atlas (shown for illustrative purposes only in schedule 7-B);

“Federal Public Service” means those portions of the public service of Canada set out in Part I of Schedule I to the *Public Service Staff Relations Act*; and

“Provincial Public Service” means those portions of the public service of the Province specified in Schedule A to the *Public Service Commission Act* and includes a body or an agency considered to be a portion of the public service and added to that Schedule under section 3 of that act.

Part 7.2 General

7.2.1 Except as provided in this chapter, nothing in this chapter:

- (a) affects the eligibility of Inuit, Inuit Businesses or Inuit Government to benefit from those economic policies, plans, programs and services that are generally available to Non-Beneficiary residents of Labrador or to other aboriginal people of Canada;
- (b) affects the economic opportunities available to Inuit, Inuit Businesses or Inuit Government under other chapters of the Agreement; or
- (c) imposes financial obligations on Canada, the Province or Inuit Government.

Part 7.3 Revenue Sharing in Labrador Inuit Lands

7.3.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to 25 percent of the Revenue from Subsurface Resources in Labrador Inuit Lands.

7.3.2 Payments by the Province to the Nunatsiavut Government in respect of the amounts to be paid under section 7.3.1 shall be calculated on the basis of the amount of the Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following

the twentieth day of the month after the month in which the Revenue is received by the Province.

- 7.3.3 For purposes of determining the amounts to be paid under section 7.3.2:
- (a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and
 - (b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable.

- 7.3.4 If the Province amends, repeals, replaces or suspends any Legislation establishing the Revenue shared with the Nunatsiavut Government under section 7.3.1, and if the Revenue received by the Nunatsiavut Government under section 7.3.1 is reduced as a result of the amendment, repeal, replacement or suspension, the Nunatsiavut Government shall remain entitled to, and shall be paid, the same level of Revenue it would have received if the Legislation establishing the Revenue shared with the Nunatsiavut Government under section 7.3.1 had not been amended, repealed, replaced or suspended.

Part 7.4 Revenue Sharing in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands

- 7.4.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to:
- (a) 50 percent of the first \$2.0 million of Revenue in a fiscal year; and
 - (b) five percent of any Revenue in a fiscal year that is in excess of the \$2.0 million of Revenue referred to in subsection (a),

from Subsurface Resources in the Labrador Inuit Settlement Area outside Labrador Inuit Lands. For purposes of this section, "Revenue" excludes the Revenue from the Voisey's Bay Project.

- 7.4.2 Payments by the Province to the Nunatsiavut Government in respect of amounts to be paid under section 7.4.1 shall be calculated on the basis of the amount of the Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.

- 7.4.3 For purposes of determining the amounts to be paid under section 7.4.2:
- (a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and

- (b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable.

7.4.4 The amount due to the Nunatsiavut Government from the Province under section 7.4.1 shall not exceed the amount that, if distributed equally among Inuit, would result in an annual average per capita income for Inuit equal to or greater than the Canadian average per capita income.

Part 7.5 Revenue Sharing in Relation to the Voisey’s Bay Project

7.5.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to five percent of the Revenue from the Voisey’s Bay Project.

7.5.2 Payments by the Province to the Nunatsiavut Government in respect of the amounts to be paid under section 7.5.1 shall be calculated on the basis of the amount of Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.

7.5.3 For purposes of determining the amounts to be paid under section 7.5.2:

- (a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and
- (b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable.

7.5.4 The payments under section 7.5.1 are in addition to any payments under sections 7.3.1 and 7.4.1.

Part 7.6 Arrangements Respecting Subsurface Resource Revenue Sharing

7.6.1 Payments due to the Nunatsiavut Government under parts 7.3, 7.4, and 7.5 shall be determined in respect of the Revenue attributable to periods after the Effective Date. Where the Revenue is determined for a period commencing before the Effective Date and ending after the Effective Date, the Revenue shared under parts 7.3, 7.4 and 7.5 shall be calculated by the ratio of the number of days after the Effective Date to the total number of days in the period.

7.6.2 The amount of the Revenue to be shared under each of parts 7.3, 7.4 and 7.5 shall be determined without reference to any credit or any other adjustment in computing the Revenue that is:

- (a) determined with reference to other taxes or amounts that are not Revenue eligible for sharing under that part; or
 - (b) in respect of exploration activity that does not relate to Subsurface Resources that give rise to the Revenue to be shared.
- 7.6.3 If, as a result of the application of subsection 7.6.2(b), the Revenue entitlement of the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 exceeds the actual Revenue received by the Province from Subsurface Resources in the Labrador Inuit Settlement Area, Labrador Inuit Lands and from the Voisey's Bay Project, payment of the excess amount may be deferred for up to five years, with interest payable at the prime rate that may from time to time prevail plus two percent.
- 7.6.4 For purposes of determining the Revenue entitlement of the Nunatsiavut Government under parts 7.3, 7.4 and 7.5, should any Person make a payment to the Province on account of Revenue subject to sharing under part 7.3, 7.4 or 7.5 and amounts payable under other Provincial tax Legislation and the amount cannot reasonably be attributed to a particular statute, the payment shall be prorated on the basis of the amount owed on all outstanding tax accounts at that time.
- 7.6.5 The Province shall provide to the Nunatsiavut Government, within six months from the end of the Province's fiscal year, a detailed statement, verified by the auditor general for the Province in accordance with the *Auditor General Act*, disclosing the basis upon which payments to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 were calculated.
- 7.6.6 Any amount due under parts 7.3, 7.4 or 7.5 shall be a debt due by the Province to the Nunatsiavut Government and shall bear interest from the due date at the prime rate that may from time to time prevail plus two percent.
- 7.6.7 Any overpayment by the Province under part 7.3, 7.4 or 7.5 shall be a debt due to the Province by the Nunatsiavut Government and shall bear interest from the twentieth day after the date of notice of the overpayment to the Nunatsiavut Government at the prime rate that may from time to time prevail plus two percent.
- 7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing committee to:
 - (a) review issues related to Provincial Laws respecting Royalty Tax when and to the extent that they affect Subsurface Resource Revenue sharing arrangements under parts 7.3, 7.4 and 7.5; and
 - (b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.
- 7.6.9 If the Nunatsiavut Government disagrees with a calculation or a payment made to it under part 7.3, 7.4 or 7.5 and the disagreement cannot be resolved after referral

to the Committee, the disagreement shall be referred to arbitration under chapter 21.

7.6.10 Except where the Province and the Nunatsiavut Government and, where appropriate, Canada, have otherwise agreed, the Province, the Nunatsiavut Government and members of the Committee shall keep confidential:

- (a) any information obtained by the Committee in confidence, unless the Person from whom the information was obtained has made the information public; and
- (b) any consultations or deliberations by the Committee and any advice, recommendations or reports developed by the Committee.

7.6.11 For greater certainty, Canada incurs no obligations, including financial obligations, under section 7.6.10.

Part 7.7 Inuit Impacts and Benefits Agreements

7.7.1 This part applies to a Development in a Water Lot but does not otherwise apply to a Development in the Zone.

7.7.2 Subject to sections 7.7.14 and 7.7.15, no Development, or any part, phase or stage of a Development, including any marine transportation in the Zone directly associated with the Development, may commence in Labrador Inuit Lands until an agreement has been concluded between the Developer and the Nunatsiavut Government in accordance with this part or, in circumstances referred to in section 7.7.15, has been established for them by an Arbitration Panel in accordance with this part.

7.7.3 Subject to sections 7.7.13, 7.7.14, and 7.7.15, no Major Development, or any part, phase or stage of a Major Development, including any marine transportation in the Zone directly associated with the Major Development, may commence in the Labrador Inuit Settlement Area outside Labrador Inuit Lands until an agreement has been concluded between the Developer and the Nunatsiavut Government in accordance with this part or, in circumstances referred to in section 7.7.10, 7.7.11, 7.7.12 or 7.7.15, has been established for them by an Arbitration Panel in accordance with this part.

7.7.4 A Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands is subject to chapter 14 unless the Nunatsiavut Government agrees otherwise in an Inuit Impacts and Benefits Agreement.

7.7.5 An Inuit Impacts and Benefits Agreement may provide for any matter connected with a Development or Major Development, including any marine transportation in the Zone directly associated with the Development or Major Development, that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit, including any matter identified in schedule 7-A.

- 7.7.6 The negotiation of an Inuit Impacts and Benefits Agreement shall be guided by the following principles:
- (a) the benefits shall be consistent with and promote Inuit cultural goals;
 - (b) the nature and extent of the benefits shall be related to the nature, scale and cost of the Development or Major Development;
 - (c) the benefits shall not place an excessive burden on the Developer or undermine the viability of the Development or Major Development;
 - (d) any negative impacts on the Environment, Inuit and Inuit rights under the Agreement shall be avoided, mitigated or compensated in a manner consistent with the nature, scale and cost of the Development or Major Development; and
 - (e) the Inuit Impacts and Benefits Agreement shall give priorities to Inuit but shall not preclude other residents of the Labrador Inuit Settlement Area from obtaining benefits from the Development or Major Development.
- 7.7.7 A Developer who proposes a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall:
- (a) give written notice of the proposed Development or Major Development to the Nunatsiavut Government at the earliest reasonable opportunity;
 - (b) start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development upon receipt of written notice to do so from the Nunatsiavut Government; and
 - (c) make efforts to conclude an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government at the earliest reasonable opportunity.
- 7.7.8 An Inuit Impacts and Benefits Agreement shall be a contract.
- 7.7.9 If a Developer has not concluded an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government with respect to a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands at the time when a permit or authorization is issued with respect to the Major Development, the permit or authorization may be issued subject to the condition that it is of no force or effect, and that no Construction of the Major Development may commence, until the conclusion of an Inuit Impacts and Benefits Agreement or, subject to section 7.7.13, the expiry of the arbitration period referred to in section 7.7.10.

- 7.7.10 If an Inuit Impacts and Benefits Agreement has not been concluded by the Nunatsiavut Government and a Developer within 90 clear days from the date of the last permit or authorization required for the Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands to commence, the Nunatsiavut Government, the Developer or the Minister may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within 90 clear days from the date of referral.
- 7.7.11 Nothing in this part prevents or is to be construed as preventing the Nunatsiavut Government and a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands from referring any or all questions relating to the content, terms or conditions of an Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and, in that event and if section 7.7.9 applies, the Arbitration Decision shall be made within the arbitration period referred to in section 7.7.10.
- 7.7.12 Notwithstanding section 7.7.10, in the circumstances referred to in section 7.7.9, if a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or the Nunatsiavut Government considers that the other party is not negotiating in good faith within the first 90 clear days from the date of the last permit or authorization required for the Major Development to commence, that party may immediately refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within the arbitration period referred to in section 7.7.10.
- 7.7.13 If an Arbitration Decision under section 7.7.10, 7.7.11 or 7.7.12 is not made within the arbitration period referred to in section 7.7.10, the Minister may, after Consulting the Nunatsiavut Government but subject to section 7.7.16, authorize Construction of the Major Development to commence if the Developer has obtained all necessary approvals and if:
- (a) the Developer and the Nunatsiavut Government agree; or
 - (b) the delay in completing the arbitration would, in the opinion of the Minister, jeopardize the Major Development.
- The Minister shall give written notice to the Arbitration Panel and the Nunatsiavut Government of an authorization under this section.
- 7.7.14 The Developer and the Nunatsiavut Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.
- 7.7.15 If the Governor in Council declares a military or national emergency, a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that, in the sole discretion of

the Minister, is declared to be connected to the military or national emergency may commence prior to the conclusion of an Inuit Impacts and Benefits Agreement, but an Inuit Impacts and Benefits Agreement shall be negotiated between the Developer and the Nunatsiavut Government and, if an Inuit Impacts and Benefits Agreement has not been concluded within 90 clear days from the start of Construction of the Development or Major Development, either the Developer or the Nunatsiavut Government may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21.

- 7.7.16 If, under section 7.7.13 or 7.7.15, a Development or Major Development commences prior to the conclusion of an Inuit Impacts and Benefits Agreement an Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Development or Major Development prior to the conclusion of the Inuit Impacts and Benefits Agreement.
- 7.7.17 A Developer may not split a Major Development into parts, phases or stages for purposes of avoiding the application of section 7.7.3.
- 7.7.18 If a court of competent jurisdiction is satisfied on the balance of probabilities that a Developer has split a Major Development into parts, phases or stages for purposes of avoiding the application of section 7.7.3, the court may, upon application of the Nunatsiavut Government, enjoin the Developer from commencing or from continuing to operate. Nothing in this section prevents a court from making any other order or award in respect of an application by the Nunatsiavut Government.
- 7.7.19 A Developer who proposes a Development, other than a Major Development, in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall, at the earliest opportunity, Consult the Nunatsiavut Government about the proposed Development and about matters in relation to the proposed Development that are set out in schedule 7-A.

Part 7.8 Coordination of Economic Development Policies

- 7.8.1 The Nunatsiavut Government may make laws in Labrador Inuit Lands outside the Inuit Communities in relation to:
- (a) local economic development activities, including tourism;
 - (b) programs and services for purposes of promoting economic development; and
 - (c) Nunatsiavut Government enterprises and public works.

- 7.8.2 An Inuit Law under section 7.8.1 shall not affect the eligibility of any Person to avail of federal or Provincial economic development policies, plans, programs and services available to the residents of Labrador.
- 7.8.3 If there is a Conflict between an Inuit Law under section 7.8.1 and a Law of General Application, the Law of General Application prevails to the extent of the Conflict.
- 7.8.4 In developing economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area, the Province shall:
- (a) consult the Nunatsiavut Government; and
 - (b) take into account, as it considers reasonable, the objectives of:
 - (i) promoting the marketing of renewable resource products Harvested by Inuit and Inuit Businesses and goods manufactured from those products;
 - (ii) providing business and economic training and education assistance to Inuit so as to enable them to participate more effectively in the economy of Newfoundland and Labrador;
 - (iii) encouraging the employment of Inuit in the Labrador Inuit Settlement Area;
 - (iv) assisting Inuit to develop skills, expertise and commercially viable businesses and enterprises in relation to exploration for and the production and exploitation of resources in the Labrador Inuit Settlement Area;
 - (v) promoting the growth and commercial viability of Inuit Businesses and identifying possible sources of financial, technical and other business assistance or advice for Inuit Businesses;
 - (vi) encouraging research and the creation and maintenance of a comprehensive data base with respect to resources capable of production or exploitation in the Labrador Inuit Settlement Area and making that information, data and research available to Inuit and Inuit Businesses; and
 - (vii) supporting the traditional Inuit economy.
- 7.8.5 If, in the opinion of the Minister, it is reasonable to do so, the Province shall use or amend economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area to:
- (a) increase access by Inuit to on-the-job training, apprenticeship, upgrading and other job related programs;

- (b) increase opportunities for Inuit to acquire and improve their skills and to receive training and experience for purposes of successfully establishing, operating and managing businesses; and
- (c) implement the other provisions of this part.

7.8.6 The Province shall, upon the request of the Nunatsiavut Government, promote business opportunities for and projects undertaken by Inuit and Inuit Businesses in the Labrador Inuit Settlement Area by:

- (a) providing access to all information available in relation to specific projects or ventures;
- (b) making available appropriate contacts and sources of information; and
- (c) ensuring expeditious consideration or approval of applications by Inuit and Inuit Businesses for project financing or venture capital.

7.8.7 The Nunatsiavut Government shall Consult the Province with respect to proposed economic development policies, plans, programs and services of the Nunatsiavut Government in Labrador Inuit Lands.

7.8.8 The Nunatsiavut Government and the Province shall meet once every three years, or more frequently if they agree, to review the effectiveness of any economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area.

Part 7.9 Contracting and Employment of Inuit by the Province

7.9.1 If the Province contracts for work or the supply of goods or services in Labrador Inuit Lands or an Inuit Community without calling for tenders, qualified Inuit Businesses shall be considered and if an Inuit Business submits a competitive proposal that meets the required terms and conditions, it shall be awarded the contract by the Province.

7.9.2 If the Province calls for tenders for a contract for work or the supply of goods or services in Labrador Inuit Lands or an Inuit Community, proposals by qualified Inuit Businesses shall be considered and, if an Inuit Business submits a competitive bid and meets required terms and conditions, it shall be awarded the contract by the Province.

7.9.3 If the Province contracts for work or the supply of goods or services in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities without calling for tenders, qualified Inuit Businesses shall, subject to meeting required terms and conditions, be given fair consideration.

7.9.4 If the Province calls for tenders for contracts for work or the supply of goods or services in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and

the Inuit Communities, proposals by qualified Inuit Businesses shall, subject to submitting competitive bids and meeting required terms and conditions, be given fair consideration.

- 7.9.5 If an employment opportunity exists in Labrador Inuit Lands or an Inuit Community with respect to a position in the Provincial Public Service, other than a position set out in subsections 4(a) through (k) of the *Public Service Commission Act*, RSNL 1990 c. P-43, whether or not that employment opportunity is subject to an internal or public competition, qualified Inuit who apply shall be awarded the position on a representative basis that reflects the ratio of Inuit ordinarily resident in Labrador Inuit Lands and the Inuit Communities to the total number of individuals ordinarily resident in Labrador Inuit Lands and the Inuit Communities. In the event that no qualified Inuit applies, the position may be awarded to a qualified Non-Beneficiary.
- 7.9.6 Where Provincial Public Service employment is available in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, qualified Inuit shall be given fair consideration for those employment opportunities.
- 7.9.7 Once every three years, or at other intervals agreed to by the Nunatsiavut Government and the Province, the Nunatsiavut Government may make formal recommendations to the Province with respect to:
- (a) strategies to qualify Inuit and Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area;
 - (b) developing or implementing strategies to increase Inuit employability and employment in the private sector in the Labrador Inuit Settlement Area and, in accordance with sections 7.9.5 and 7.9.6, in the Provincial Public Service;
 - (c) strategies to increase the promotion and retention of Inuit within the Provincial Public Service in the Labrador Inuit Settlement Area; and
 - (d) other initiatives for purposes of implementing sections 7.9.1 through 7.9.6.
- 7.9.8 A Minister who receives a recommendation under section 7.9.7 shall make a decision to accept, vary or reject the recommendation and shall notify the Nunatsiavut Government of the decision within 14 clear days from the date of the decision.
- 7.9.9 For greater certainty, nothing in section 7.9.7 prevents the Nunatsiavut Government from making, at any time, informal recommendations to the Minister with respect to any matter referred to in section 7.9.7.
- 7.9.10 The Nunatsiavut Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Province. This list

shall be considered by the Province, where practicable and consistent with sound procurement practices, in meeting its obligations under this part.

Part 7.10 Contracting and Employment of Inuit by the Government of Canada

7.10.1 The Nunatsiavut Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Government of Canada. This list shall be considered by the Government of Canada, where practicable and consistent with sound procurement practices, in meeting its obligations under this chapter.

7.10.2 In inviting bids on Government of Canada contracts for the procurement of goods or services in the Labrador Inuit Settlement Area, the Government of Canada shall provide notice to the Nunatsiavut Government and shall provide all reasonable opportunities to the Inuit Businesses enumerated on the list referred to in section 7.10.1 to submit competitive bids and in doing so shall take, where practicable and consistent with sound procurement practices, the following measures:

- (a) set the date, location, and terms and conditions for bidding so that Inuit Businesses may readily bid;
- (b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
- (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
- (d) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and
- (e) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.

7.10.3 If the Government of Canada contracts for the procurement of goods or services in the Labrador Inuit Settlement Area, qualified Inuit Businesses shall, subject to meeting the technical and administrative conditions of the request for goods or services, be given fair consideration.

7.10.4 Whenever practicable and consistent with sound procurement practices, and subject to Canada's international obligations, the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of Government of Canada contracts for the procurement of goods and services in the Labrador Inuit Settlement Area:

- (a) the existence of the head office, administrative offices or other facilities in the Labrador Inuit Settlement Area;

- (b) the employment of Inuit labour, engagement of Inuit professional services or use of suppliers that are Inuit Businesses in carrying out the contracts; and
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

7.10.5 If Federal Public Service employment opportunities exist in the Labrador Inuit Settlement Area, the Government of Canada is committed to awarding those opportunities so as to achieve a representative Federal Public Service in the Labrador Inuit Settlement Area that reflects the ratio of Inuit ordinarily resident in the Labrador Inuit Settlement Area to the total number of individuals ordinarily resident in the Labrador Inuit Settlement Area.

7.10.6 The Government of Canada shall remove employment barriers for Inuit in relation to Federal Public Service positions in the Labrador Inuit Settlement Area by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.

7.10.7 Once every three years, or at other intervals agreed to by the Nunatsiavut Government and Canada, the Nunatsiavut Government may make formal recommendations to the Minister with respect to the following as they apply to the Labrador Inuit Settlement Area:

- (a) developing and implementing programs and strategies related to:
 - (i) human resource development, including training;
 - (ii) business, commercial and industrial activities; and
 - (iii) strengthening and maintaining the traditional economy of Inuit;
- (b) identifying or implementing strategies to increase the employability and employment of Inuit in the private sector and in the Federal Public Service under sections 7.10.5 and 7.10.6;
- (c) developing strategies to increase the promotion and retention of Inuit within the Federal Public Service; and
- (d) participation by the Nunatsiavut Government in mechanisms established by the Government of Canada to promote or support economic growth and improvement, including:
 - (i) identifying or implementing strategies to qualify Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area; and
 - (ii) determining other initiatives for purposes of implementing this part.

- 7.10.8 A Minister who receives a recommendation under section 7.10.7 shall make a decision to accept, vary, or reject the recommendation and shall notify the Nunatsiavut Government of the decision within 14 clear days from the date of the decision.
- 7.10.9 For greater certainty, nothing in section 7.10.7 prevents the Nunatsiavut Government from making, at any time, informal recommendations to the Minister with respect to any matter referred to in section 7.10.7.

Part 7.11 Donner Project Area

- 7.11.1 The Donner Project Area is absolutely deemed to be part of the Labrador Inuit Settlement Area for purposes of section 7.4.1 and part 7.7.
- 7.11.2 The Nunatsiavut Government shall share any amount that it may receive under section 7.4.1 in respect of the Donner Project Area in accordance with any applicable overlap agreement.

Schedule 7-A: Matters Appropriate for Negotiation and Inclusion in an Inuit Impacts and Benefits Agreement or for Consultation by Developers (sections 7.7.5 and 7.7.19)

1. Preferential employment and training of Inuit.
2. Inuit involvement in management and operation of the Development or Major Development.
3. Joint venture arrangements or other business arrangements between Inuit Businesses and the Developer.
4. Inuit participation in the ownership of the corporation carrying out the Development or Major Development and participation in the ownership of a Development on Labrador Inuit Lands.
5. Income sharing arrangements between the Developer and Inuit.
6. Employment conditions that are consistent with Inuit values and culture.
7. Language in the work place.
8. Research.
9. Scholarships.
10. Relationships with unions.
11. Compensation.
12. Performance bonds.
13. Special concerns relating to Environmental protection, Harvesting by Inuit, Fish, Fish Habitat, Aquatic Plants, Wildlife, Plants and Habitat and any disruption to the Environment, Harvesting by Inuit, Fish, Fish Habitat, Aquatic Plants, Wildlife, Plants and Habitat.
14. Inuit social and cultural protection, including protection of Archaeological Material and Archaeological Sites.
15. Environmental rehabilitation.
16. Monitoring, including short term and long term monitoring, of the Development or Major Development.
17. Special arrangements for Inuit participation in contracting.
18. Implementing and enforcing the Inuit Impacts and Benefits Agreement.

19. Resolution of disputes.
20. Use by Inuit of infrastructures and facilities related to the Development or Major Development.
21. Marine transportation in the Zone directly associated with the Development or Major Development.
22. Any other matters that the Nunatsiavut Government and the Developer consider to be relevant to the needs of the Development or Major Development and those of Inuit.

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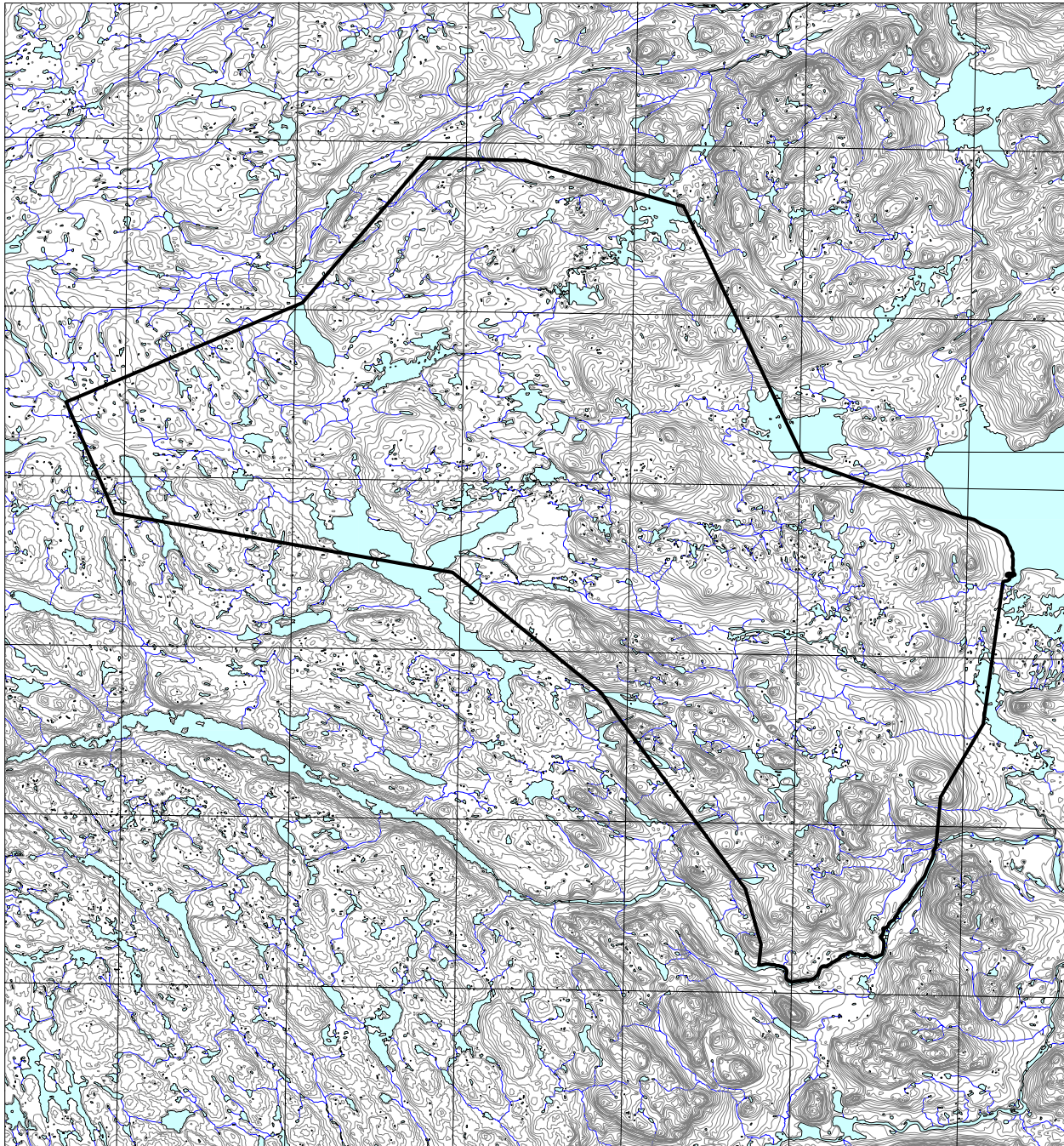
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6160000

6155000

6150000

6145000

6140000

6135000

Labrador Inuit Land Claims Agreement

Schedule 7-B

Donner Project Area

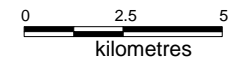
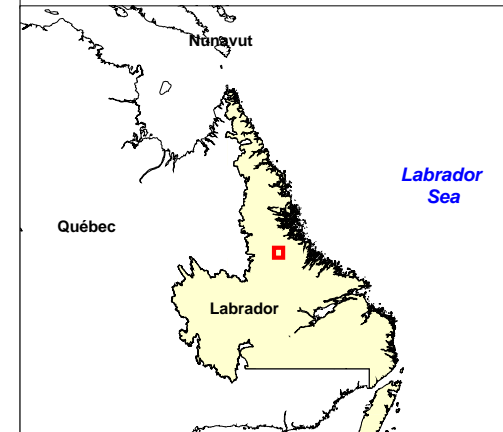
(section 7.1.1)

This is not an authoritative map of the Donner Project Area and has been prepared for illustrative purposes only. The authoritative maps of the Donner Project Area are contained in the Map Atlas.

legend



Donner Project Area



scale
1 : 190,000

