

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Notify of Total Allowable Harvest (TAH) levels for Polar Bears  
12.3.6 & 12.3.7

**PARTIES:** Province - Department of Environment and Conservation  
Canada

|   | <i>Activities</i>  | <i>Responsibility</i>   | <i>Timing</i>              |
|---|--|---|----------------------------|
| 1 | Establish Total Allowable Harvest (TAH) level for polar bears for the Province.  | Province - Department of Environment and Conservation               | Annually.                  |
| 2 | If, in addition to or in place of the TAH referred in Activity 1, a TAH of polar bears is established by or for Canada, then allocate an equitable share for Labrador Inuit on a “representative basis” as set out in section 12.3.7 of the Agreement. | Canada  | As needed.                 |
| 3 | Notify Nunatsiavut Government of TAH.  | Canada and/or Province - Department of Environment and Conservation | Upon establishment of TAH. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The Province sets the TAH referred to in Activity 1 through the Polar Bear Administrative Committee.

The TAH referred to in Activity 1 must be harvested in Labrador Inuit Settlement Area (LISA) (12.3.6).

The TAH referred to in Activity 2 can be harvested in LISA or in Waters Adjacent to the Zone (12.3.7).

The Nunatsiavut Government may make laws in relation to the establishment of a TAH for polar bears in LISA, but shall not exceed the TAH set in Activity 1 or 2 (12.7.1 (a)).

For the purposes of calculating “representative basis”, the ratio shall be the total number of Beneficiaries to the total number of Beneficiaries and Inuit other than Beneficiaries. Inuit in this context is not meant to be exclusively Labrador Inuit (12.3.7).

***FINAL AGREEMENT PROVISIONS***

12.3.6 Inuit have the exclusive right to Harvest, throughout the Labrador Inuit Settlement Area, the Total Allowable Harvest of polar bears established by the Province or in or for Newfoundland and Labrador.

12.3.7 If, in addition to or in place of the Total Allowable Harvest referred to in section 12.3.6, a Total Allowable Harvest of polar bears is established by or for Canada, Beneficiaries are entitled to an equitable share of that Total Allowable Harvest and have the right to Harvest polar bears that may be taken in the Labrador Inuit Settlement Area or Waters Adjacent to the Zone on a representative basis. For purposes of this section "representative basis" means the ratio of Beneficiaries to the total number of:

- (a) Beneficiaries; and
- (b) Inuit other than Beneficiaries,

in the Labrador Inuit Settlement Area. The definition of "Inuit" in section 1.1.1 does not apply in subsection (b).

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

12.1.1 - "Total Allowable Harvest"

12.6.1 - 12.6.3 - Emergency kills of Polar Bears

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Transportation outside of the Labrador Inuit Settlement Area (LISA) of Wildlife or Plants Harvested in the Inuit Domestic Harvest 12.3.13 & 12.3.14

**PARTIES:** Inuit  
Nunatsiavut Government  
Province - Department of Environment and Conservation  
Canada

|   | <i>Activities</i>   | <i>Responsibility</i>   | <i>Timing</i>  |
|---|---|---|--|
| 1 | Label any Wildlife or Plant that is to be transported outside of LISA to Inuit or other aboriginal people as being Harvested in the Inuit Domestic Harvest. | Inuit   | Before transporting.   |
| 2 | Establish law requiring Inuit to acquire permits for the transport of Wildlife or Plant outside of LISA to other aboriginal people.                         | Nunatsiavut Government<br>Province - Department of Environment and Conservation<br>Canada | As desired.  |
| 3 | Request permit from relevant government.  | Inuit   | Before transporting.   |
| 4 | Issue permit containing terms and conditions as established by Laws of General Application.   | Province - Department of Environment and Conservation<br>- or -<br>Canada                 | Upon request, if no good cause exists for refusing.          |
| 5 | Carry out transport.  | Inuit   | After labelling product and obtaining any necessary permits. |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

The federal Wildlife and Plant Protection and Regulation of Interprovincial and International Trade Act (WAPPRIITA) controls wildlife transported across provincial or international borders. In the case of Newfoundland and Labrador the issuing authority for such permits is the Province on behalf of the federal government. It would be a subject of further negotiation between the three Parties if the Nunatsiavut Government wishes to assume the authority to issue WAPPRIITA permits for transport outside Newfoundland and Labrador.

However, this law does not affect transport outside LISA and still within the Province. In this instance, the Nunatsiavut Government may make laws regarding the tagging or transportation of Wildlife or Plants by Inuit.

Any fee for issuing permits shall be waived (12.3.14(c)).

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### ***FINAL AGREEMENT PROVISIONS***

12.3.13 Inuit have the right to transport outside the Labrador Inuit Settlement Area to Inuit or other aboriginal individuals any Wildlife or Plant Harvested under section 12.3.2, 12.3.3 or 12.3.15, on condition that the Wildlife or Plant so transported is identified as having been Harvested in the Inuit Domestic Harvest.

12.3.14 Notwithstanding section 12.3.13, an Inuk may be required by the Minister or the Nunatsiavut Government to obtain a permit to transport any Wildlife or Plant outside the Labrador Inuit Settlement Area, but:

- (a) the permit shall be issued upon request unless good cause exists for refusing to issue the permit;
  - (b) the permit shall contain terms and conditions established under Laws of General Application; and
  - (c) any fee for the permit shall be waived.
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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation 1.1.1 - “Harvest”, “Inuit Domestic Harvest”, “Plant”, “Wildlife”

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Transfer of Harvesting rights  
12.3.15 & 12.3.17

**PARTIES:** Inuk

|   | <i>Activities</i>  | <i>Responsibility</i> | <i>Timing</i> |
|---|--|-----------------------|---------------|
| 1 | Transfer, in writing, the right to Harvest under an Inuit Domestic Harvest or an Inuit Harvest Level to an eligible individual identified in section 12.3.15 and 12.3.17 of the Agreement. | Inuk                  | As desired.   |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

Transfer will be subject to terms and conditions established by the Nunatsiavut Government (12.3.15).

An Inuk may not transfer a right to Harvest Migratory Birds unless that individual is qualified to Harvest under Laws of General Application. In the case of a transfer of a portion of an Inuit Harvest Level for Migratory Birds, no charges will be permitted (12.3.16 and 12.3.18).

Unless required by Inuit laws, an Inuk may harvest Wildlife and Plants without any form of licence, permit or fee (12.3.19).

An Inuit Domestic Harvest refers to the right of Inuit to Harvest throughout LISA up to their full level of needs for food, social and ceremonial purposes (12.3.1 & 12.3.2).

An Inuit Harvest Level represents a first demand against a Total Allowable Harvest and is set by the Minister based on recommendations made by the Nunatsiavut Government (12.4.2 & 12.4.6).

***FINAL AGREEMENT PROVISIONS***

12.3.15 An Inuk may transfer a right to Harvest under sections 12.3.2 and 12.3.3 to:

- (a) that Inuk’s spouse;
- (b) that Inuk’s parent or child;
- (c) an individual to whom that Inuk stands in the position of a parent;

- (d) an individual who stands in the position of a parent to that Inuk;
- (e) another Inuk; or
- (f) another aboriginal individual,

and the transfer must be in writing and is subject to any terms and conditions respecting transfers that are established by the Nunatsiavut Government.

12.3.17 An Inuk may transfer, by way of gift, trade, exchange or barter, his or her share of an Inuit Harvest Level, or any portion thereof, to any individual on condition that:

- (c) the transferee is eligible to Harvest Wildlife and Plants under Laws of General Application and is subject to the same restrictions as the transferor;
- (d) the transfer is subject to any terms or conditions under which the transferor's access to the share of the Inuit Harvest Level is acquired;
- (e) no transfer shall be for a term, including any option for renewal, exceeding one year; and
- (f) the transfer shall be made in accordance with, and subject to, Inuit Laws under part 12.7.

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation 1.1.1 - "Harvest", "Inuit Domestic Harvest"

12.1.1 - "Inuit Harvest Level"

**SUBJECT:** Inuit Harvest Levels

**OBLIGATION:** Establish Inuit Harvest Levels in the Labrador Inuit Settlement Area (LISA)  
12.4.3 - 12.4.10

**PARTIES:** Canada - Minister of Environment Canada - Canadian Wildlife Service  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>   | <i>Timing</i>   |
|---|---|---|---|
| 1 | Establish Total Allowable Harvest (TAH) for a species or population of Wildlife or Plant in LISA.   | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | As desired, required in emergency circumstances or after receipt of recommendations from the Board under Activity Sheets 12-16 & 12-17. |
| 2 | Invite recommendations from Nunatsiavut Government for Inuit Harvest Level and indicate reasonable time frame for a response.   | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | As soon as practicable following the establishment of the Total Allowable Harvest.  |
| 3 | Estimate the amount of a species or population of Wildlife or Plant that is required and submit recommendations to Minister along with all relevant available information specified under sections 12.4.7, 12.4.13 and 12.4.14 of the Agreement and send a copy to the Torngat Wildlife and Plants Co-Management Board. | Nunatsiavut Government  | As soon as practicable after recommendations are requested or based on any timing provided by the Minister in Activity 2.               |
| 4 | Review any recommendations provided by Nunatsiavut Government.<br><br>If no recommendations are received proceed with   | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | Upon receipt of response.   |

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|    | Consultations on Activity Sheet 12-5.   |   |   |
| 5  | If the recommendation is supported by the information referred to in section 12.4.7 of the Agreement, establish the recommended Inuit Harvest Level.  | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | As soon as practicable.   |
| 6  | If recommendation is not supported by information provided, then notify Nunatsiavut Government of intent to establish Inuit Harvest Level. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | As soon as practicable.   |
| 7  | Review information as provided; prepare and submit views.   | Nunatsiavut Government  | Within time frame established in Activity 6(b).   |
| 8  | Give full and fair consideration to views presented by the Nunatsiavut Government.  | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | Upon receipt of views.  |
| 9  | Attempt to reach agreement and:<br><br>a) implement any agreed upon Inuit Harvest Level; or<br><br>b) terminate Consultation and establish Inuit Harvest Level.   | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | a) As agreed; or<br><br>b) as desired, if no agreement is reached within 90 clear days after initiating the Consultation in Activity 6. |
| 10 | Notify Nunatsiavut Government of Inuit Harvest Level in writing and provide reasons if the Inuit Harvest Level differs from   | Canada - Minister of Environment Canada - Canadian Wildlife Service<br>Province - relevant Minister | Upon making decision.   |

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|    | recommendations made by the Nunatsiavut Government.  |                        |   |
| 11 | Establish measures intended to ensure that the quantities of Wildlife and Plants taken do not exceed Inuit Harvest Levels. | Nunatsiavut Government | Once an Inuit Harvest Level has been established. |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

An Inuit Harvest Level is intended to be for the protection of the Inuit Domestic Harvest and constitutes the first demand against a Total Allowable Harvest. An Inuit Harvest Level is only necessary in cases where a Total Allowable Harvest is established (12.4.1 and 12.4.2).

It is expected that the Torngat Wildlife and Plants Co-Management Board will be involved in any decision to establish, modify or eliminate a Total Allowable Harvest and by association the Nunatsiavut Government would be aware of this via its representatives (12.9.1).

If any Legislation restricts the Harvesting of a species or population of Plant in LISA, the Inuit Harvest Level for that Plant shall constitute a first priority right to that Plant in LISA (12.11.2).

If a Total Allowable Harvest for a species or population of Wildlife or Plant exceeds the Inuit Harvest Level for the species or population of Wildlife or Plant, the surplus may be allocated by the Minister (12.4.15).

**FINAL AGREEMENT PROVISIONS**

12.4.3 The Nunatsiavut Government shall establish measures intended to ensure that the quantities of Wildlife and Plants taken in the Inuit Domestic Harvest do not exceed Inuit Harvest Levels.

12.4.4 If a Total Allowable Harvest is established for a species or population of Wildlife or Plant Harvested by Inuit in the Labrador Inuit Settlement Area, the Minister shall establish an Inuit Harvest Level for that species or population of Wildlife or Plant.

12.4.5 The Nunatsiavut Government shall:

- (a) recommend the Inuit Harvest Level to the Minister; and
- (b) provide the Minister the data and information on which the recommendation is based.

12.4.6 The Inuit Harvest Level shall be:

- (a) as accurate a quantification as possible of the amount of a species or population of Wildlife or Plant required by Inuit for the Inuit Domestic Harvest; and

- (b) based on a recommendation of the Nunatsiavut Government.
- 12.4.7 The Nunatsiavut Government shall base its recommendation for an Inuit Harvest Level for a species or population of Wildlife or Plant on all relevant information available to it, including:
- (a) any data, including Inuit traditional knowledge, that may be compiled on an ongoing basis with respect to the Inuit Domestic Harvest by the Nunatsiavut Government;
  - (b) historical data;
  - (c) any data that may be compiled on an ongoing basis by Inuit Government during its monitoring of the Inuit Domestic Harvest; and
  - (d) information on variations in the availability and accessibility of the species or population of Wildlife or Plant.
- 12.4.8 Subject to section 12.4.9, the Minister shall establish the Inuit Harvest Level recommended by the Nunatsiavut Government.
- 12.4.9 If the Minister determines that a recommendation referred to in section 12.4.5 is not supported by the information referred to in section 12.4.7, the Minister may, after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Harvest Level, establish an Inuit Harvest Level that differs from the Inuit Harvest Level recommended by the Nunatsiavut Government. The Minister shall give to the Nunatsiavut Government, on a timely basis, the reasons in writing if the Minister establishes an Inuit Harvest Level that differs from the Inuit Harvest Level recommended by the Nunatsiavut Government unless agreement on the Inuit Harvest Level has been achieved through Consultation.
- 12.4.10 The Consultation referred to in section 12.4.9 may be terminated by the Minister 90 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - "Consult", "Plant", "Wildlife"  
12.1.1 - "Inuit Harvest Level", "Total Allowable Harvest"

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Consult in the event of a nil response from the Nunatsiavut Government regarding recommended Inuit Harvest Level 12.4.11 & 12.4.12

**PARTIES:** Canada - Minister of Environment Canada - Canadian Wildlife Service  
 Province - Minister of Environment and Conservation  
 - Minister of Natural Resources  
 Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>   | <i>Timing</i>  |
|---|--|---|--|
| 1 | Notify Nunatsiavut Government of intent to establish Inuit Harvest Level. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - relevant Minister | If no recommendations are received related to Activity 4 of Activity Sheet 12-4.                             |
| 2 | Review information as provided; prepare and submit views.  | Nunatsiavut Government  | Within time frame established in Activity 1 (b).   |
| 3 | Give full and fair consideration of views presented by the Nunatsiavut Government.   | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - relevant Minister | Upon receipt of views.   |
| 4 | Attempt to reach agreement and implement any agreed upon Inuit Harvest Level, or terminate Consultations and establish Inuit Harvest Level.                | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - relevant Minister | As agreed or failing agreement no sooner than 30 clear days after initiating the Consultation in Activity 1. |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

An Inuit Harvest Level is intended to be for the protection of the Inuit Domestic Harvest and constitutes the first demand against a Total Allowable Harvest. An Inuit Harvest Level is only necessary in cases where a Total Allowable Harvest is established (12.4.1 and 12.4.2).

It is expected that the Torngat Wildlife and Plants Co-Management Board will be involved in any decision to establish, modify or eliminate a Total Allowable Harvest and by association the Nunatsiavut Government would be aware of this via its representatives (12.9.1).

If a Total Allowable Harvest for a species or population of Wildlife or Plant exceeds the Inuit Harvest Level for the species or population of Wildlife or Plant, the surplus may be allocated by the Minister (12.4.15).

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### **FINAL AGREEMENT PROVISIONS**

- 12.4.11 If, after having been requested to make a recommendation under section 12.4.5, the Nunatsiavut Government fails to do so, the Minister may establish the Inuit Harvest Level for a species or population of Wildlife or Plant after Consulting the Nunatsiavut Government for the purpose of attempting to reach agreement on the Inuit Harvest Level.
- 12.4.12 The Consultation referred to in section 12.4.11 may be terminated by the Minister 30 clear days from the date that Consultation is initiated if, in that time, the Consultation has failed to result in agreement.

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### **CROSS-REFERENCED AND RELATED PROVISIONS**

- 12.1.1 - "Inuit Harvest Level"  
12.4.5 - Recommendations for Inuit Harvest Level  
12.4.7 - Data in support of Inuit Harvest Level  
12.4.13 - Inuit needs with respect to non-commercial use of Plants  
12.4.14 - Inuit needs with respect to commercial use of Plants

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Establish commercial Wildlife Harvesting cap in the Labrador Inuit Settlement Area (LISA) and subsequent allocation of surpluses to Inuit  
 12.4.17 - 12.4.18, 12.4.20

**PARTIES:** Province - Minister of Tourism, Culture and Recreation  
 - Minister of Environment and Conservation  
 Torngat Wildlife and Plants Co-Management Board  
 Owners or Operators of Commercial Wildlife Operations

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>                                  |
|---|---|--|--|
| 1 | Notify Torngat Wildlife and Plants Co-Management Board and Owners or Operators of Commercial Wildlife Operations (existing on the Effective Date) of intent to establish and cap the total number of species or population of Wildlife other than Migratory Birds that may be taken annually from existing Wildlife Operations in the LISA.<br>Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Province - relevant Minister   | As soon as practicable after Effective Date.   |
| 2 | Review information as provided; prepare and submit views.   | Torngat Wildlife and Plants Co-Management Board<br><br>Owners or Operators of Commercial Wildlife Operations | Within time frame establish in Activity 1 (b). |
| 3 | Give full and fair consideration to views presented by Torngat Wildlife and Plants Co-Management Board and Owners or Operators of Commercial Wildlife Operations.   | Province - relevant Minister   | Upon receipt of views.                         |

|   |   |                              |   |
|---|---|------------------------------|---|
| 4 | Establish and cap the total number of species or population of Wildlife other than Migratory Birds that may be taken annually from Commercial Wildlife Operations in the LISA.              | Province - relevant Minister | As soon as practicable after Effective Date.  |
| 5 | Provide written reasons to the Torngat Wildlife and Plants Co-Management Board for varying or rejecting its advice or recommendations.  | Province - relevant Minister | Upon request of the Torngat Wildlife and Plants Co-Management Board.  |
| 6 | Allocate excess number of species or population of Wildlife, other than Migratory Birds, on a priority basis to the Nunatsiavut Government to support Inuit Commercial Wildlife Operations. | Province - relevant Minister | If number of species or population of Wildlife other than Migratory Birds available exceeds the number established in Activity 4. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The amount of a species or population of Wildlife established and the share or allocation of that amount that may be taken annually at or from a Commercial Wildlife Operation shall not be transferred to a third party separately from a transfer of the Commercial Wildlife Operation (12.4.19).

Any unused portions of the numbers allocated as described in this Activity Sheet may be reallocated by the Minister (12.4.21).

***FINAL AGREEMENT PROVISIONS***

12.4.17 After Consulting the Torngat Wildlife and Plants Co-Management Board and the owners or operators of Commercial Wildlife Operations existing on the Effective Date, the Minister shall establish and cap the total amount of a species or population of Wildlife other than Migratory Birds that may be taken annually at or from those Commercial Wildlife Operations.

12.4.18 If the Minister varies or rejects the advice or recommendation of the Torngat Wildlife and Plants Co-Management Board in relation to section 12.4.17, the Minister shall give the reasons, in writing, for the decision if the Torngat Wildlife and Plants Co-Management Board so requests.

12.4.20 If the total amount of a species or population of Wildlife, other than Migratory Birds, available for Commercial Wildlife Operations exceeds the number established under section 12.4.17, the Minister shall allocate to the Nunatsiavut Government, on a priority basis, a quantity of Wildlife required to support the establishment and continued operation of Inuit Commercial Wildlife Operations.

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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definition and Interpretation - 1.1.1 - “Consult”, “Commercial Wildlife Operation”, “Migratory Birds”, “Wildlife”

**SUBJECT:** Limitations on Inuit Domestic Harvest

**OBLIGATION:** Reduction of Inuit Harvest Level in the Labrador Inuit Settlement Area (LISA) including allocations to Permanent Long-Term Residents 12.5.3 - 12.5.7, 12.7.13

**PARTIES:** Canada - Minister of Environment Canada - Canadian Wildlife Service  
 Province - Minister of Environment and Conservation  
 - Minister of Natural Resources  
 - Minister of Tourism, Recreation and Culture  
 Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>   | <i>Timing</i>                                   |
|---|---|---|---|
| 1 | If the Inuit Harvest Level for a species or population is greater than the TAH, then close all Recreational Hunting, Commercial Plant Operations and Harvesting by Persons other than Inuit and other aboriginal people with treaty or aboriginal rights.     | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - Minister of Tourism, Recreation and Culture<br><br>Province - Minister of Natural Resources | After a Total Allowable Harvest is established. |
| 2 | If no other aboriginal group other than the Inuit have aboriginal or treaty rights in LISA, then allocate entire TAH to Inuit.  | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - Minister of Environment and Conservation<br><br>Province - Minister of Natural Resources    | As soon as practicable.                         |
| 3 | If another aboriginal group other than the Inuit has aboriginal or treaty rights in LISA, then notify the Nunatsiavut Government of intent to equitably allocate the TAH.<br>Provide:<br>a) sufficient details, and<br>b) reasonable time frame for response. | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - Minister of Environment and Conservation<br><br>Province - Minister of Natural Resources    | As soon as practicable.                         |

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| 4 | Review information as provided, prepare and submit views.  | Nunatsiavut Government  | As per time frame established in Activity 3(b).  |
| 5 | Give full and fair consideration to views presented by Nunatsiavut Government.   | <p>Canada - Minister of Environment Canada - Canadian Wildlife Service</p> <p>Province - Minister of Environment and Conservation</p> <p>Province - Minister of Natural Resources</p> | Upon receipt of views.   |
| 6 | Determine equitable allocation to Inuit and aboriginal groups who have aboriginal or treaty rights and notify groups, including the Torngat Wildlife and Plants Co-Management Board of decision.   | <p>Canada - Minister of Environment Canada - Canadian Wildlife Service</p> <p>Province - Minister of Environment and Conservation</p> <p>Province - Minister of Natural Resources</p> | As soon as practicable.  |
| 7 | <p>Allocate a portion of the Inuit Harvest Level available to Permanent Long-Term Residents, who are eligible, to meet their Subsistence needs. Provide documentation that specifies:</p> <p>a) the species or population of Wildlife or Plant that may be Harvested;</p> <p>b) the quantity that may be Harvested; and</p> <p>c) access rights.</p> | Nunatsiavut Government  | Upon request from the Minister.  |
| 8 | Provide Inuit and Permanent Long-Term Residents with documentation that specifies the species or population of Wildlife or Plant that may be Harvested and the quantity that may be Harvested.   | Nunatsiavut Government  | Upon allocation of a portion of the Inuit Domestic Harvest when the Inuit Domestic Harvest is restricted to an amount that is less than the Inuit Harvest Level. |

## ***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

Reduction of an Inuit Harvest Level may be required in the circumstances of:

- a) establishment of a Total Allowable Harvest; or
- b) a temporary reduction in the Total Allowable Harvest.

The exercise by an individual of rights in the Inuit Domestic Harvest is subject to sections 12.5.3 through 12.5.6 and Laws of General Application respecting public health or public safety (12.5.1).

The share of the Inuit Harvest Level to be made available to Permanent Long-Term Residents is in the sole discretion of the Nunatsiavut Government (12.5.6).

If the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic Harvest is restricted under this part to an amount that is less than the Inuit Harvest Level in respect of that species or population, the Nunatsiavut Government shall use that lesser amount as a Conservation limit (12.5.7).

If the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic Harvest is restricted to an amount that is less than the Inuit Harvest Level, an Inuk may be required to obtain a licence or permit from the Nunatsiavut Government to participate in the Inuit Domestic Harvest (12.5.8).

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## ***FINAL AGREEMENT PROVISIONS***

- 12.5.3 If, for a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area for which a Total Allowable Harvest is established, the Total Allowable Harvest is less than the Inuit Harvest Level, all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than Inuit and an aboriginal people referred to in section 12.5.5 in the Labrador Inuit Settlement Area directed at that species or population of Wildlife or Plant shall be closed and, subject to section 12.5.5, the Minister shall allocate the Total Allowable Harvest to Inuit.
- 12.5.4 If, after a Total Allowable Harvest has been established for a species or population of Wildlife or Plant in the Labrador Inuit Settlement Area, that Total Allowable Harvest is reduced for a period of time to a quantity that is less than the Inuit Harvest Level, all Recreational Hunting, Commercial Plant Operations and Harvesting of Wildlife and Plants by Persons other than Inuit and an aboriginal people referred to in section 12.5.5 in the Labrador Inuit Settlement Area directed at that species or population of Wildlife or Plant shall be closed for that period and, subject to section 12.5.5, the Minister shall allocate the Total Allowable Harvest to Inuit.
- 12.5.5 If an aboriginal people of Canada, other than Inuit, has an aboriginal or treaty right in the Labrador Inuit Settlement Area with respect to a species or population of Wildlife or Plant to which section 12.5.3 or 12.5.4 applies, the Minister shall, prior to making any allocation of that species or population of Wildlife or Plant, Consult the Nunatsiavut Government and determine an equitable allocation of the Total Allowable Harvest for Inuit.
- 12.5.6 In circumstances referred to in sections 12.5.3 and 12.5.4, the Nunatsiavut Government shall, at the request of the Minister, make a portion of the Inuit Harvest Level available to Permanent Long-Term Residents who are eligible to receive licences to Harvest under Laws of General Application to provide them an opportunity to meet their Subsistence needs. The share of the Inuit Harvest Level to be made available pursuant to a request under this section is in the sole discretion of the Nunatsiavut Government.
- 12.5.7 If the quantity of a species or population of Wildlife or Plant that may be taken in the Inuit Domestic

Harvest is restricted under this part to an amount that is less than the Inuit Harvest Level in respect of that species or population, the Nunatsiavut Government shall use that lesser amount as a Conservation limit and if the Nunatsiavut Government allocates a portion of the Inuit Harvest Level to an Inuk, it shall provide that Inuk with documentation that specifies the species or population of Wildlife or Plant that may be Harvested and the quantity that may be Harvested by that Inuk.

- 12.7.13 The Nunatsiavut Government shall provide to each individual permitted to Harvest under section 12.7.9 documentation that specifies the areas in Labrador Inuit Lands to which that individual has a right of access.

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definition and Interpretation - 1.1.1 - “Consult”, “Harvest”, “Inuit Domestic Harvest”, “Plant”, “Wildlife”  
12.1.1 - “Permanent Long-Term Residents”, “Inuit Harvest Level”

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Establish quotas for the Inuit Domestic Harvest Level  
12.5.9 & 12.5.10

**PARTIES:** Canada - Minister of Environment Canada - Canadian Wildlife Service  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Nunatsiavut Government  
Inuk

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>  |
|---|---|--|--|
| 1 | Allocate any quotas established with respect to any species or population of Wildlife or Plant to Nunatsiavut Government. | Canada - Minister of Environment Canada - Canadian Wildlife Service<br><br>Province - Minister of Environment and Conservation<br><br>Province - Minister of Natural Resources | As soon as practicable after establishment of quotas which are managed by issuance of licences or permits. |
| 2 | Manage the allocation of quotas to Inuit.   | Nunatsiavut Government   | As soon as practicable after Minister has allocated quotas.  |
| 3 | Pass Law and issue licences or permits.   | Nunatsiavut Government   | If desired.  |
| 4 | Provide copies of Law to Canada, the Province, and the Torngat Wildlife and Plant Co-Management Board.                    | Nunatsiavut Government   | As soon as practicable after Law is passed.  |
| 5 | Provide information to Nunatsiavut Government on Harvesting activities or Harvesting related activities.                  | Inuk   | Whenever Non-Beneficiaries are required to provide such information as per Laws of General Application.    |

**FINAL AGREEMENT PROVISIONS**

- 12.5.9 If quotas are established with respect to any species or population of Wildlife or Plant and those quotas are managed by means of the issuance of licences or permits, those licences or permits assigned to or for Inuit shall be issued to the Nunatsiavut Government which may allocate and reissue the quotas under subsections 12.7.1(b) and 12.7.1(c).
- 12.5.10 An Inuk shall supply to the Nunatsiavut Government any information regarding Harvesting activities or Harvesting related activities that Laws of General Application require Non-Beneficiaries who Harvest Wildlife and Plants to supply in comparable circumstances.
- 

***CROSS-REFERENCED AND RELATED PROVISIONS***

- General Definitions and Interpretation - 1.1.1 - “Harvest”, “Non-Beneficiary”, “Plant”, “Wildlife”  
12.7.1(b) - Inuit Law making powers with respect to allocation of Inuit Harvest Level  
12.7.1(c) - Inuit Law making powers with respect to permits and licences for Harvesting

**SUBJECT:** Inuit Domestic Harvest

**OBLIGATION:** Emergency kill of polar bears or musk ox  
12.6.3

**PARTIES:** Individual

|   | <i>Activities</i>   | <i>Responsibility</i>                | <i>Timing</i>   |
|---|---|--------------------------------------|-----------------|
| 1 | Deliver the skin of a polar bear or musk ox killed for survival in an emergency, to the Nunatsiavut Government. | Individual responsible for the kill. | If practicable. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

An individual may kill Wildlife or take Plants for survival in an emergency (12.6.1) and may only use that Wildlife or Plant for personal use and consumption only (12.6.2).

Negligence, mismanagement or wilful misconduct shall not be construed as providing lawful excuse under a Law to a Person who kills Wildlife or takes a Plant (12.6.4).

***FINAL AGREEMENT PROVISIONS***

12.6.3 An individual who kills a polar bear or musk ox under circumstances referred to in section 12.6.1 shall deliver the skin to the Nunatsiavut Government if it is practicable to do so.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Plant”, “Wildlife”

**SUBJECT:** Nunatsiavut Government Powers and Responsibilities

**OBLIGATION:** Inuit Law making regarding Wildlife and Plants  
12.7.2 - 12.7.4

**PARTIES:** Nunatsiavut Government  
Province - Minister of Tourism, Culture and Recreation  
- Minister of Natural Resources

|   | <i>Activities</i>  | <i>Responsibility</i>   | <i>Timing</i>   |
|---|--|---|---|
| 1 | Make Inuit Law in relation to the areas set out in section 12.7.2 of the Agreement.    | Nunatsiavut Government  | As desired.   |
| 2 | Publish Law in Inuit registry of Laws and provide copies to Canada and the Province.   | Nunatsiavut Government  | Promptly after passage of Law.                                      |
| 3 | Review Inuit Law and if disallowed, provide written reasons to Nunatsiavut Government. | Province - Minister for Tourism, Culture and Recreation<br><br>Province - Minister of Natural Resources | Within 60 clear days of receipt of Law from Nunatsiavut Government. |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

It is anticipated that the Nunatsiavut Government and the Province should discuss any proposed Laws before they come into effect in order to avoid the use of the Province’s right to disallowance.

If there is a Conflict between an Inuit Law and a Law of General Application in relation Conservation or public health and safety, the Law of General Application prevails to the extent of the Conflict (12.7.5).

If there is a Conflict between an Inuit Law as described in this sheet and a federal or Provincial Law, other than one in relation to Conservation including the *Migratory Birds Convention Act, 1994* or public health or public safety, including firearms Legislation, the Inuit Law prevails to the extent of the Conflict (12.7.6).

**FINAL AGREEMENT PROVISIONS**

12.7.2 The Nunatsiavut Government may make laws in relation to the following matters:

- (e) the quantities of Plants that may be Harvested in Labrador Inuit Lands; and
  - (f) access to Labrador Inuit Lands and to Wildlife and Plants in Labrador Inuit Lands by third parties having rights and interests referred to in sections 12.7.9, 12.10.1, 12.12.2, 12.13.6 and 12.13.7.
- 12.7.3 An Inuit Law with respect to a matter referred to in section 12.7.2 other than a matter involving Migratory Birds must be submitted promptly to the Provincial Minister and if the Minister disallows the Inuit Law within 60 clear days from the date of its receipt, the Inuit Law shall be of no force or effect.
- 12.7.4 If the Provincial Minister disallows an Inuit Law under section 12.7.3 the Minister shall give the Nunatsiavut Government the reasons for the decision in writing.
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### **CROSS-REFERENCED AND RELATED PROVISIONS**

- 12.7.9 - Permits for Harvesting for Permanent Long-Term Residents
- 12.10.1 - Commercial Wildlife Operations subject to Laws of General Application
- 12.12.2 - Continuation and renewal of timber leases, licences or permits existing in LISA on the Effective Date, and Nunatsiavut Government right to receive revenues
- 12.13.6 - Access by Non-Beneficiaries to Surface Interest in LIL on the Effective Date
- 12.13.7 - Restrictions to access by Non-Beneficiaries to Surface Interest in LIL on the Effective Date
- Inuit Self Government - 17.5.1 - "Inuit Registry of Laws"

**SUBJECT:** Nunatsiavut Government Powers and Responsibilities

**OBLIGATION:** Provide information to the Torngat Wildlife and Plants Co-Management Board related to the Inuit Domestic Harvest 12.7.8

**PARTIES:** Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>  | <i>Timing</i>   |
|---|--|------------------------|---|
| 1 | Inform the Torngat Wildlife and Plants Co-management Board of proposed measures for the Inuit Domestic Harvest.    | Nunatsiavut Government | On a timely basis prior to establishing any measures. |
| 2 | Inform the Torngat Wildlife and Plants Co-management Board of measures established for the Inuit Domestic Harvest. | Nunatsiavut Government | On a timely basis once measures are established.      |

***FINAL AGREEMENT PROVISIONS***

12.7.8 The Nunatsiavut Government shall:

- (a) inform the Torngat Wildlife and Plants Co-Management Board on a timely basis about its proposed measures for the Inuit Domestic Harvest; and
- (b) provide to the Torngat Wildlife and Plants Co-Management Board on a timely basis all information about the measures established by it for the Inuit Domestic Harvest.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Inuit Domestic Harvest”

**SUBJECT:** Nunatsiavut Government Powers and Responsibilities

**OBLIGATION:** Harvesting permits for eligible Permanent Long-Term Residents in Labrador Inuit Lands (LIL)  
12.7.9, 12.7.11, 12.7.13

**PARTIES:** Permanent Long-Term Residents  
Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>         | <i>Timing</i>  |
|---|---|-------------------------------|--|
| 1 | Demonstrate, to the satisfaction of the Nunatsiavut Government, that:<br>a) they have traditionally Harvested and currently Harvest Wildlife and Plants in specified locations within LIL; and<br>b) it would be unreasonable to Harvest outside of LIL.              | Permanent Long-Term Residents | Prior to undertaking Harvesting in LIL.                                      |
| 2 | Issue permit to Harvest species or population and quantity of Wildlife or Plant in specified locations if:<br>a) Permanent Long-Term Resident is eligible under Laws of General Application to Harvest; and<br>b) it would be unreasonable to Harvest outside of LIL. | Nunatsiavut Government        | Upon being satisfied that a Permanent Long-Term Resident meets the criteria. |
| 3 | If denied permit, apply for judicial review of decision.  | Permanent Long Term Resident  | As desired.  |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

A decision of the Nunatsiavut Government is final and binding (12.7.10), but Permanent Long-Term Residents personally affected by the decision to disallow a permit for Harvesting may apply for judicial review (12.7.11).

***FINAL AGREEMENT PROVISIONS***

- 12.7.9 A Permanent Long-Term Resident who is eligible under Laws of General Application to Harvest Wildlife and Plants shall be issued a permit by the Nunatsiavut Government to Harvest Wildlife and Plants in specified locations in Labrador Inuit Lands and in accordance with Inuit Laws if:
- (g) the Permanent Long-Term Resident can demonstrate to the satisfaction of the Nunatsiavut Government that the Permanent Long-Term Resident has traditionally Harvested and currently Harvests Wildlife and Plants in specified locations within Labrador Inuit Lands for Subsistence purposes; and
  - (h) it would be unreasonable for the Permanent Long-Term Resident to Harvest Wildlife and Plants in areas outside Labrador Inuit Lands.
- 12.7.11 Notwithstanding section 12.7.10, judicial review of a decision of the Nunatsiavut Government under section 12.7.9 shall be available at the motion of a Permanent Long-Term Resident personally affected by the decision.
- 12.7.13 The Nunatsiavut Government shall provide to each individual permitted to Harvest under section 12.7.9 documentation that specifies the areas in Labrador Inuit Lands to which that individual has a right of access.
- 

***CROSS-REFERENCED AND RELATED PROVISIONS***

- General Definitions and Interpretation - 1.1.1 - "Harvest", "Plant", "Wildlife"  
12.1.1 - "Permanent Long-Term Resident"

**SUBJECT:** Nunatsiavut Government Powers and Responsibilities

**OBLIGATION:** Documentation specifying Inuit Domestic Harvesting rights to Wildlife and Plants  
**12.7.12**

**PARTIES:** Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>           |
|---|---|------------------------|-------------------------|
| 1 | Provide documentation to each eligible individual specifying:<br>a) the individual has a right to Harvest;<br><br>b) the species or population that may be Harvested; and<br>c) the quantity that may be Harvested. | Nunatsiavut Government | As soon as practicable. |

**FINAL AGREEMENT PROVISIONS**

- 12.7.12 The Nunatsiavut Government shall provide to each individual having a right to take Wildlife or Plants in the Inuit Domestic Harvest documentation that specifies:
- a) that the individual has a right to Harvest Wildlife or Plants in the Inuit Domestic Harvest;
  - (b) the species or population that may be Harvested; and
  - (c) the quantity of the species or population that may be Harvested.

**CROSS-REFERENCED AND RELATED PROVISIONS**

General Definitions and Interpretation - 1.1.1 - "Harvest", "Inuit Domestic Harvest"

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Establish and operate the Board  
12.8.1-12.8.5, 12.8.10, 12.8.12 - 12.8.14, 12.8.18 - 12.8.20, 12.8.22

**PARTIES:** Nunatsiavut Government  
Canada - Indian and Northern Affairs Canada  
- Environment Canada (Canadian Wildlife Service)  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Chief Justice of Supreme Court of Newfoundland and Labrador  
(Trial Division)  
Members of Board  
Chairperson

|   | <i>Activities</i>  | <i>Responsibility</i>   | <i>Timing</i>                                     |
|---|--|---|---|
| 1 | Pass Legislation to establish Board on the Effective Date.   | Canada - Indian and Northern Affairs Canada<br><br>Province   | Prior to Effective Date.                          |
| 2 | Appoint 1 member to hold office for a term of two years and, 2 members for a term of four years.                           | Nunatsiavut Government  | On the Effective Date.                            |
| 3 | Appoint 1 member to hold office for a term of two years and, 1 member for a term of four years.                            | Province - Minister of Environment and Conservation<br><br>Province - Minister of Natural Resources | On the Effective Date.                            |
| 4 | Appoint 1 member to hold office for a term of two years.   | Canada - Environment Canada (Canadian Wildlife Service)   | On the Effective Date.                            |
| 5 | Take and subscribe oath set out in schedule 12-A of the Agreement before an officer authorized by Law to administer oaths. | Members of the Board  | Upon appointment and before entering upon duties. |

|    |   |   |   |
|----|---|---|---|
| 6  | Commence discussions to nominate chairperson.   | Members of the Board  | Upon appointment.   |
| 7  | Refer name of nominee to the relevant Provincial Minister for appointment as chairperson.   | Members of the Board.   | Within 60 clear days of commencement of discussions in Activity 6.        |
| 8  | Appoint nominee to position of chairperson.   | Province - Minister of Environment and Conservation<br>- or -<br>Province - Minister of Natural Resources | As soon as practicable.   |
| 9  | If no agreement is reached on nominee, then request Chief Justice to name a chairperson.  | Province - relevant Minister  | Upon expiration of 60 clear day period after commencement of discussions. |
| 10 | Appoint chairperson and notify relevant parties.  | Chief Justice of Supreme Court of Newfoundland and Labrador (Trial Division)                              | As soon as practicable following receipt of request.                      |
| 11 | Take and subscribe oath set out in schedule 12-A of the Agreement before an officer authorized by Law to administer oaths.                        | Chairperson   | Upon appointment and before commencing duties.                            |
| 12 | Conduct business, by consensus, in Inuktitut and one of Canada's official languages.  | Torngat Wildlife and Plants Co-Management Board   | Ongoing.  |
| 13 | If consensus cannot be achieved call for vote.  | Chairperson   | After reasonable efforts to reach consensus.                              |
| 14 | Cast deciding vote.   | Chairperson   | Where vote results in a tie.  |
| 15 | Make available in Inuktitut all resolutions, decisions, rules, recommendations and advice of the Torngat Wildlife and Plants Co-Management Board. | Torngat Wildlife and Plants Co-Management Board   | Ongoing and upon request.   |

|    |   |                                     |                                  |
|----|---|-------------------------------------|----------------------------------|
| 16 | Reappoint members or fill vacancies, as necessary, for a term of 4 years. | Party who made original appointment | Within 30 clear days of vacancy. |
|----|---|-------------------------------------|----------------------------------|

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

Members of the Board may be appointed prior to the Effective Date, but their appointments would not into effect until the Effective Date.

In relation to Activity 9, it is assumed that the Chief Justice will inform the Parties as to the appropriate procedures for appointing the chairperson in the event of non-consensus amongst the Members of the Board.

The chairperson may be removed from office for cause by agreement of the Parties (12.8.6).

A member of the Torngat Wildlife and Plants Co-Management Board other than the chairperson may be removed from office for cause at any time by the Government that appointed the member (12.8.7).

No member of the Torngat Wildlife and Plants Co-Management Board shall be a delegate of the Government that appointed the member (12.8.8).

Subject to section 12.8.14, each member of the Torngat Wildlife and Plants Co-Management Board has the right to participate fully in all deliberations and decisions of the Torngat Wildlife and Plants Co-Management Board (12.8.9).

A quorum of the Torngat Wildlife and Plants Co-Management Board shall be the chairperson, two members appointed by the Nunatsiavut Government and one member appointed by each of the federal Minister and the Province (12.8.11).

The Torngat Wildlife and Plants Co-Management Board may request that a public servant, to be designated by Government, provide information and advice to it or attend its meetings for that purpose and the request shall not be unreasonably denied (12.8.15). It is anticipated that the Board will assume the costs associated with the attendance of this (these) individual(s) (12.8.17).

A member of the Torngat Wildlife and Plants Co-Management Board may invite non-voting observers or advisors to attend meetings of the Torngat Wildlife and Plants Co-Management Board in order to provide that member with assistance or advice, and a Party may have non-voting advisors and observers attend meetings of the Torngat Wildlife and Plants Co-Management Board (12.8.16). It is anticipated that the inviting member or Party will assume the costs associated with the attendance of this (these) individual(s) (12.8.17).

Inuit may use Inuktitut in all their dealings with the Torngat Wildlife and Plants Co-Management Board (12.8.21).

The obligations of the Torngat Wildlife and Plants Co-Management Board to conduct its business in Inuktitut may be met through interpretation and translation (12.8.23).

Communication from the Torngat Wildlife and Plants Co-Management Board:

- (a) to Canada shall be in one of Canada’s official languages;

- (b) to the Province shall be in English; and
- (c) to the Nunatsiavut Government shall be in English and, at the request of the Nunatsiavut Government, in Inuktitut (12.8.24).

The Torngat Wildlife and Plants Co-Management Board may make rules respecting the management of its internal affairs and the conduct of its business (12.8.25).

The Torngat Wildlife and Plants Co-Management Board may within its budget and at its discretion undertake the functions outlined in section 12.9.3 of the Agreement.

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### ***FINAL AGREEMENT PROVISIONS***

- 12.8.1 On the Effective Date, there shall be established a public body known as the Torngat Wildlife and Plants Co-Management Board.
- 12.8.2 The Torngat Wildlife and Plants Co-Management Board shall consist of seven members, including the chairperson, to be appointed as follows:
  - (a) the chairperson shall be nominated by the members referred to in subsections (b), (c) and (d) and appointed by the Provincial Minister;
  - (b) three members shall be appointed by the Nunatsiavut Government;
  - (c) two members shall be appointed by the Provincial Minister; and
  - (d) one member shall be appointed by the federal Minister.
- 12.8.3 If the members referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) fail to agree on the nomination of the chairperson within 60 clear days from the commencement of discussions, the appointment shall be made by the Chief Justice.
- 12.8.4 For purposes of section 12.8.3, discussions shall be deemed to have commenced when all members of the Torngat Wildlife and Plants Co-management Board referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) have been first appointed and thereafter:
  - (a) 90 clear days prior to the expiration of the term of office of an incumbent chairperson; or
  - (b) on the date of receipt by the Torngat Wildlife and Plants Co-Management Board of notice of the death, resignation or termination of appointment of the incumbent chairperson.
- 12.8.5 Each member of the Torngat Wildlife and Plants Co-Management Board:
  - (a) shall be appointed to hold office during good behaviour for a term of four years, but upon the initial establishment of the Torngat Wildlife and Plants

Co-Management Board one member appointed by the Nunatsiavut Government, one member appointed by the federal Minister and one member appointed by the Provincial Minister shall be appointed to hold office for a term of two years, and the remaining members, including the chairperson, shall be appointed to hold office for a term of four years;

- (b) may be reappointed to office;
  - (c) shall, before assuming office, take and subscribe an oath in the form set out in schedule 12-A before an officer authorized by Law to administer oaths;
  - (d) shall be remunerated at a fair and reasonable level determined by the Parties;
  - (e) shall be reimbursed travelling and living expenses incurred in the performance of the member's duties, at a level consistent with guidelines agreed to by the Parties; and
  - (f) shall be subject to such rules relating to conflict of interest as may be agreed among the Parties from time to time but no member shall be considered to be in a position of conflict of interest or to be biased solely because the member is an Inuk or a public servant.
- 12.8.10 A vacancy in the membership of the Torngat Wildlife and Plants Co-Management Board, excluding the chairperson, shall be filled within 30 clear days by a replacement member appointed by the Government that made the original appointment. A vacancy in the position of the chairperson shall be filled in the manner set out in subsection 12.8.2(a) and section 12.8.3.
- 12.8.12 Subject to section 12.8.13, all decisions of the Torngat Wildlife and Plants Co-Management Board shall be arrived at by consensus of the members.
- 12.8.13 If, in the opinion of the chairperson, a decision of the Torngat Wildlife and Plants Co-Management Board cannot be decided by consensus after reasonable efforts have been made to achieve consensus, the chairperson may declare that the decision shall be decided by a vote in accordance with section 12.8.14.
- 12.8.14 If a decision of the Torngat Wildlife and Plants Co-Management Board is decided by vote, the decision shall be decided by a majority of votes cast and the chairperson shall vote only in order to break a tie. In the event of a decision by vote, a member in the minority may file a report that shall be appended to the decision.
- 12.8.18 The Torngat Wildlife and Plants Co-Management Board shall submit an annual budget to the Parties for review and approval.
- 12.8.19 The Parties shall negotiate the funding of the operations of the Torngat Wildlife and Plants Co-Management Board as part of the Implementation Plan.

- 12.8.20 The Torngat Wildlife and Plants Co-Management Board shall conduct its business in Inuktitut and in one of Canada's official languages but the Nunatsiavut Government may, from time to time, waive the requirement that business be conducted in Inuktitut.
- 12.8.22 All resolutions, decisions, rules, recommendations and advice of the Torngat Wildlife and Plants Co-Management Board shall be made available in Inuktitut.
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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

Schedule 12-A: Oath of Office of Board Members

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### ***BUDGET AND FUNDING RESPONSIBILITIES***

See Torngat Wildlife and Plants Co-Management Board budget in Annex D, Part 2

12.8.17 - Costs and presence of federal and Provincial non-voting advisors or observers

12.8.18 - The Torngat Wildlife and Plants Co-Management Board will submit an annual budget

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### ***LEGISLATIVE/REGULATORY AMENDMENTS***

It is assumed that provision authorizing the establishment of the Torngat Wildlife and Plants Co-Management Board will be included in the federal and Provincial ratification Legislation.

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Replacement/reappointment of chairperson to the Board  
12.8.2 (a), 12.8.3, 12.8.4 & 12.8.10

**PARTIES:** Members of the Board  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Chief Justice of Supreme Court of Newfoundland and Labrador  
(Trial Division)  
Chairperson

|   | <i>Activities</i>  | <i>Responsibility</i>   | <i>Timing</i>   |
|---|--|---|---|
| 1 | Commence discussions to nominate chairperson.  | Members of the Board  | As soon as practicable after resignation, death, or termination of chairperson or 90 clear days prior to the expiry of an incumbent's term of office. |
| 2 | Refer name of nominee to the relevant Provincial Minister for appointment as chairperson.                | Members of the Board.   | Within 60 clear days of commencement of discussions in Activity 1.  |
| 3 | Appoint nominee to position of chairperson.  | Province - Minister of Environment and Conservation<br>- or -<br>Province - Minister of Natural Resources | As soon as practicable.   |
| 4 | If no agreement is reached on nominee, then request Chief Justice to name a chairperson.                 | Province - relevant Minister  | Upon expiration of 60 clear day period after commencement of discussions.   |
| 5 | Appoint chairperson and notify relevant parties.   | Chief Justice of Supreme Court of Newfoundland and Labrador (Trial Division)                              | As soon as practicable following receipt of request.  |
| 6 | Take and subscribe oath set out in schedule 12-A of the Agreement before an officer authorized by Law to | Chairperson   | Upon appointment and before commencing his or her duties.   |

|  |                   |  |  |
|--|-------------------|--|--|
|  | administer oaths. |  |  |
|--|-------------------|--|--|

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

In relation to Activity 4, it is assumed that the Chief Justice will inform the Parties as to the appropriate procedures for appointing the chairperson in the event of non-consensus amongst the Members of the Board.

Each member of the Torngat Wildlife and Plants Co-Management Board may be reappointed to office (12.8.5(b)).

The chairperson may be removed from office for cause by agreement of the Parties (12.8.6).

**FINAL AGREEMENT PROVISIONS**

12.8.2 The Torngat Wildlife and Plants Co-Management Board shall consist of seven members, including the chairperson, to be appointed as follows:

- (a) the chairperson shall be nominated by the members referred to in subsections (b), (c) and (d) and appointed by the Provincial Minister;...

12.8.3 If the members referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) fail to agree on the nomination of the chairperson within 60 clear days from the commencement of discussions, the appointment shall be made by the Chief Justice.

12.8.4 For purposes of section 12.8.3, discussions shall be deemed to have commenced when all members of the Torngat Wildlife and Plants Co-management Board referred to in subsections 12.8.2(b), 12.8.2(c) and 12.8.2(d) have been first appointed and thereafter:

- (a) 90 clear days prior to the expiration of the term of office of an incumbent chairperson; or
- (b) on the date of receipt by the Torngat Wildlife and Plants Co-Management Board of notice of the death, resignation or termination of appointment of the incumbent chairperson.

12.8.10 A vacancy in the membership of the Torngat Wildlife and Plants Co-Management Board, excluding the chairperson, shall be filled within 30 clear days by a replacement member appointed by the Government that made the original appointment. A vacancy in the position of the chairperson shall be filled in the manner set out in subsection 12.8.2(a) and section 12.8.3.

**CROSS-REFERENCED AND RELATED PROVISIONS**

Schedule 12-A: Oath of Office of Board Members.



**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Powers and responsibilities to establish Total Allowable Harvest for Non-Migratory Species  
12.9.1(a), 12.9.4, 12.9.5, 12.9.10

**PARTIES:** Torngat Wildlife and Plants Co-Management Board  
Nunatsiavut Government  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources

|   | <i>Activities</i>  | <i>Responsibility</i>                           | <i>Timing</i>   |
|---|--|---|---|
| 1 | Notify Nunatsiavut Government of intent to establish or vary the Total Allowable Harvest (TAH) for Non-Migratory Species of Wildlife and/or for Plants. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Torngat Wildlife and Plants Co-Management Board | Prior to notifying the Minister of the Board's decision.        |
| 2 | Review information as provided; prepare and submit views.  | Nunatsiavut Government                          | Within time frame identified in Activity 1(b).                  |
| 3 | Give full and fair consideration to views presented by the Nunatsiavut Government.   | Torngat Wildlife and Plants Co-Management Board | Upon receipt of views.  |
| 4 | Notify Minister of decision to establish or vary the TAH for Non-Migratory Species of Wildlife and for Plants.   | Torngat Wildlife and Plants Co-Management Board | As soon as practicable after Consulting Nunatsiavut Government. |
| 5 | Review Board decision and notify the Board if decision is being disallowed or varied, giving timely written reasons.   | Province - relevant Minister                    | As soon as practicable.   |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

The Torngat Wildlife and Plants Co-Management Board shall not make public a decision or a recommendation as described in this Activity Sheet until after it has been dealt with by the Minister (12.9.8).

The Torngat Wildlife and Plants Co-Management Board is not liable to any Person for any loss or damage howsoever occurring in discharging any of its duties or in exercising any of its powers in good faith (12.9.13).

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### ***FINAL AGREEMENT PROVISIONS***

12.9.1 Subject to the Agreement, the Torngat Wildlife and Plants Co-Management Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:

- (a) subject to section 12.9.4, to establish, when necessary, Total Allowable Harvests for Non-Migratory Species of Wildlife and for Plants and to modify or eliminate those Total Allowable Harvests;...

12.9.4 A decision of the Torngat Wildlife and Plants Co-Management Board establishing a Total Allowable Harvest under subsection 12.9.1(a) shall be communicated forthwith to the Minister and may be disallowed or varied by the Minister.

12.9.5 If the Minister disallows or varies a decision of the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(a), the Minister shall give the Board the reasons, in writing, for the disallowance or variance of its decision.

12.9.10 If the Torngat Wildlife and Plants Co-Management Board intends to establish or vary a Total Allowable Harvest for a species or population of Wildlife or Plant under subsection 12.9.1(a) it shall, prior to establishing the Total Allowable Harvest, Consult the Nunatsiavut Government.

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - "Consult", "Plant", "Wildlife"

12.1.1 - "Total Allowable Harvest", "Non-Migratory Species of Wildlife"

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Powers and responsibilities to recommend Conservation and management measures  
12.9.1 (b), 12.9.6, 12.9.7

**PARTIES:** Torngat Wildlife and Plants Co-Management Board  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Canada - Minister of Environment (Canadian Wildlife Service)

|   | <i>Activities</i>  | <i>Responsibility</i>                           | <i>Timing</i>   |
|---|--|---|---|
| 1 | Make recommendation, in writing, to relevant Minister on Conservation and management measures for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area (LISA). | Torngat Wildlife and Plants Co-Management Board | As desired.   |
| 2 | Review recommendation and, in writing:<br>a) approve; or<br>b) if rejecting, varying or replacing recommendation, provide reasons.   | Relevant Minister                               | As soon as practicable after receipt of recommendation. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The Torngat Wildlife and Plants Co-Management Board shall not make public a decision or a recommendation as described in this Activity Sheet until after it has been dealt with by the Minister (12.9.8).

The Torngat Wildlife and Plants Co-Management Board is not liable to any Person for any loss or damage howsoever occurring in discharging any of its duties or in exercising any of its powers in good faith (12.9.13).

When recommending the terms and conditions applicable to the Harvesting of Plants allocated for commercial purposes on lands in the LISA outside LIL, other than lands held in freehold, the Torngat Wildlife and Plants Co-Management Board shall recommend terms and conditions respecting the establishment of employment and training opportunities for Inuit (12.11.3).

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***FINAL AGREEMENT PROVISIONS***

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12.9.1 Subject to the Agreement, the Torngat Wildlife and Plants Co-Management Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:

- (b) to recommend to the Minister, Conservation and management measures for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including:
  - (i) Total Allowable Harvests for caribou and migratory game birds as defined in the *Migratory Birds Convention Act, 1994*;
  - (ii) the allocations under sections 12.4.17, 12.4.20 and 12.4.21;
  - (iii) Harvesting restrictions;
  - (iv) the establishment of new Commercial Wildlife Operations and measures respecting the commercial exploitation of Wildlife, including commercial Harvesting of Furbearers, the issuance of licences to Harvest Furbearers and the non-consumptive uses of Wildlife for commercial purposes;
  - (v) research respecting the Conservation and management of Wildlife, Plants and Habitat;
  - (vi) the establishment of Protected Areas for Wildlife, Plants and Habitat and the activities that may be carried out in those areas;
  - (vii) the activities that may be carried out in areas of important biological productivity;
  - (viii) matters related to species or populations at risk;
  - (ix) plans for forestation and reforestation and restocking or propagation of Wildlife and Plants;
  - (x) the establishment of new Commercial Plant Operations and measures respecting commercial exploitation of Plants, including non-consumptive uses of Plants for commercial purposes and measures to manage Commercial Plant Operations;
  - (xi) measures to permit and control the use of pesticides, chemicals or methods of biological control in connection with Plants or for purposes of pest and disease control;
  - (xii) measures for forest fire prevention and forest fire fighting and all related matters; and
  - (xiii) the coordination or harmonization of the management of Wildlife, Plants and Habitat;

12.9.6 A recommendation made by the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(b) or section 12.9.2 must be in writing.

12.9.7 The Minister shall:

- (a) approve the recommendation under subsection 12.9.1 (b) or section 12.9.2 and notify the Torngat Wildlife and Plants Co-Management Board in writing; or
- (b) reject, vary or replace the recommendation and give the Board the reasons, in writing, for the rejection, variance or replacement.

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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Consult”, “Habitat”, “Plant”, “Wildlife”

12.1.1 - “Conservation”

*Migratory Birds Convention Act, 1994*

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Powers to recommend analysis and sharing of information  
12.9.1(e)

**PARTIES:** Torngat Wildlife and Plants Co-Management Board

|   | <i>Activities</i>   | <i>Responsibility</i>                           | <i>Timing</i> |
|---|---|---|---------------|
| 1 | Recommend to the Minister and the Nunatsiavut Government measures for the timely collection, analysis and sharing of data and information relevant to the implementation of Inuit rights and to the Conservation and Sustainable Utilization of Wildlife, Plants and Habitat. | Torngat Wildlife and Plants Co-Management Board | As desired.   |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The Torngat Wildlife and Plants Co-Management Board is not liable to any Person for any loss or damage howsoever occurring in discharging any of its duties or in exercising any of its powers in good faith (12.9.13).

***FINAL AGREEMENT PROVISIONS***

12.9.1 Subject to the Agreement, the Torngat Wildlife and Plants Co-Management Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:...

- (e) to recommend to the Minister and the Nunatsiavut Government measures for the timely collection, analysis and sharing of data and information relevant to the implementation of Inuit rights under this chapter and to the Conservation and Sustainable Utilization of Wildlife, Plants and Habitat.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Habitat”, “Plant”, “Wildlife”  
12.1.1 - “Conservation”, “Sustainable Utilization”

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Recommend harmonization measures  
12.9.2, 12.9.6, 12.9.7

**PARTIES:** Torngat Wildlife and Plants Co-Management Board  
Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Canada - Minister of Environment (Canadian Wildlife Service)

|   | <i>Activities</i>   | <i>Responsibility</i>   | <i>Timing</i>   |
|---|---|---|---|
| 1 | Make written recommendations with respect to the coordination or harmonization of measures for the management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area and areas outside the Labrador Inuit Settlement Area. | Torngat Wildlife and Plants Co-Management Board   | As desired, upon request by the Minister.               |
| 2 | Review recommendation and, in writing:<br>a) approve; or<br>b) if rejecting, varying or replacing recommendation, provide reasons.  | Province - Minister of Environment and Conservation<br><br>Canada - Minister of Environment (Canadian Wildlife Service) | As soon as practicable after receipt of recommendation. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The Torngat Wildlife and Plants Co-Management Board shall not make public a decision or a recommendation until after it has been dealt with by the Minister (12.9.8).

***FINAL AGREEMENT PROVISIONS***

12.9.2 If requested by the Minister, the Torngat Wildlife and Plants Co-Management Board may make recommendations with respect to the coordination or harmonization of measures for the management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area and areas outside the Labrador Inuit Settlement Area.

12.9.6 A recommendation made by the Torngat Wildlife and Plants Co-Management Board under subsection 12.9.1(b) or section 12.9.2 must be in writing.

12.9.7 The Minister shall:

- (a) approve the recommendation under subsection 12.9.1 (b) or section 12.9.2 and notify the Torngat Wildlife and Plants Co-Management Board in writing; or
  - (b) reject, vary or replace the recommendation and give the Board the reasons, in writing, for the rejection, variance or replacement of its recommendations.
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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Habitat”, “Plant”, “Wildlife”

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Make emergency decision related to Conservation, public health or public safety  
**12.9.9**

**PARTIES:** Province - Minister of Environment and Conservation  
 - Minister of Natural Resources  
 Canada - Relevant Federal Minister

|   | <i>Activities</i>   | <i>Responsibility</i>   | <i>Timing</i>  |
|---|---|---|--|
| 1 | Make and implement interim decision for Conservation, public health or public safety measures related to the powers or functions of the Torngat Wildlife and Plants Co-Management Board in sections 12.9.1 and 12.9.2 of the Agreement. | Province - Minister of Environment and Conservation<br><br>Canada - Relevant Federal Minister | As required in case of an emergency.                     |
| 2 | Notify the Board and the other two Governments of interim decision.   | Province - relevant Provincial Minister<br>- or -<br>Canada - relevant Federal Minister       | Within 7 clear days of decision.                         |
| 3 | Seek advice of the Board.   | Province - relevant Provincial Minister<br>- or -<br>Canada - relevant Federal Minister       | As soon as practicable after making an interim decision. |
| 4 | Make final decision.  | Province - relevant Provincial Minister<br>- or -<br>Canada - relevant Federal Minister       | Upon receipt of views from the Board.                    |

**FINAL AGREEMENT PROVISIONS**

12.9.9 For emergency purposes related to Conservation, public health or public safety, the Minister may make and implement any interim decision with respect to a matter over which the Torngat Wildlife and Plants Co-Management Board has a power or function under section 12.9.1 or 12.9.2 before having received its decision or recommendation under section 12.9.1 or 12.9.2, but the Minister shall inform the Torngat

Wildlife and Plants Co-Management Board and the other two Governments of the action within seven clear days from the date of the decision and as soon as practicable thereafter seek the advice of the Torngat Wildlife and Plants Co-Management Board before making a final decision.

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***CROSS-REFERENCED AND RELATED PROVISIONS***

12.1.1 - "Conservation"

12.9.1 - Powers and Responsibilities of the Board

12.9.2 - Recommendations regarding harmonization measures

**SUBJECT:** Torngat Wildlife and Plants Co-Management Board

**OBLIGATION:** Importation or transplantation of non-indigenous species to Labrador Inuit Settlement Area (LISA)  
12.9.11

**PARTIES:** Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Canada - Relevant Federal Minister  
Torngat Wildlife and Plants Co-Management Board

|   | <i>Activities</i>  | <i>Responsibility</i>                           | <i>Timing</i>  |
|---|--|---|--|
| 1 | Notify the Board of intent to import or transplant non-indigenous species to LISA.<br>Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Relevant Minister                               | Before authorizing the importation or transplantation. |
| 2 | Review information as provided; prepare and submit views.  | Torngat Wildlife and Plants Co-Management Board | Within time frame established in Activity 1(b).        |
| 3 | Give full and fair consideration to views presented by the Board.  | Relevant Minister                               | Upon receipt of views.                                 |
| 4 | Make decision and inform the Board.  | Relevant Minister                               | Upon making a decision.                                |
| 5 | Provide written reasons for varying or rejecting recommendation of the Board.  | Relevant Minister                               | Upon request by the Board.                             |

**FINAL AGREEMENT PROVISIONS**

12.9.11 If the Minister intends to allow the importation or transplantation of a species or population of Wildlife or Plant that is not indigenous to the Labrador Inuit Settlement Area, the Minister shall Consult the Torngat Wildlife and Plants Co-Management Board before making the decision and if the Minister rejects or varies its recommendation or advice, the Minister shall give the Torngat Wildlife and Plants

Co-Management Board the reasons for the decision, in writing, if it so requests.

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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Consult”

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Expand or change Commercial Wildlife Operations in Labrador Inuit Lands (LIL)  
12.10.2

**PARTIES:** Operators of a Commercial Wildlife Operation  
Nunatsiavut Government  
Province -Minister of Tourism, Recreation and Culture  
Canada - Relevant Federal Minister

|   | <i>Activities</i>   | <i>Responsibility</i>                       | <i>Timing</i>   |
|---|---|---|---|
| 1 | Request permission, from the Nunatsiavut Government, to expand the maximum guest capacity or hunting quota or change the nature of the operation from that which existed at the Effective Date. | Operator of a Commercial Wildlife Operation | Upon intent to expand or change operations.               |
| 2 | Review request, and consent or deny in writing.   | Nunatsiavut Government                      | As soon as practicable after receipt of request.          |
| 3 | Submit request, including Nunatsiavut Government consent, to the relevant Minister for approval.  | Commercial Wildlife Operation               | Upon receipt of approval from the Nunatsiavut Government. |
| 4 | Review request, and consent or deny in writing.   | Relevant Minister                           | As soon as practicable after receipt of request.          |
| 5 | Implement expansion or changes.   | Commercial Wildlife Operation               | As per approval.  |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

This Activity Sheet applies only to Commercial Wildlife Operations existing on the Effective Date and are subject to Laws of General Application (12.10.1).

***FINAL AGREEMENT PROVISIONS***

12.10.2 The Minister shall not, without the consent of the Nunatsiavut Government, permit the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 that is located in Labrador Inuit Lands to expand beyond the maximum guest capacity or hunting quota that existed on the Effective Date or to change the nature of the operation.

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***CROS***

***S-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - "Commercial Wildlife Operation"

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Sale or transfer of Commercial Wildlife Operation that existed on the Effective Date  
**12.10.3, 12.10.4, 12.10.6, Schedule 12-B**

**PARTIES:** Owner of a Commercial Wildlife Operation  
**Nunatsiavut Government**

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>  |
|---|---|--|--|
| 1 | Notify the Nunatsiavut Government and Province - Department of Tourism, Culture and Recreation - of intent to sell or transfer Commercial Wildlife Operation, and offer to the Nunatsiavut Government the right of first refusal at Market Value. | Owner of a Commercial Wildlife Operation                                     | Prior to sale or transfer of Operation.  |
| 2 | Respond in writing to Owner indicating wish to exercise right of first refusal.   | Nunatsiavut Government   | Within 45 clear days of receipt of notice in Activity 1.   |
| 3 | Enter into Agreement for Purchase and Sale as per paragraph 4 of schedule 12-B of the Agreement.  | Owner<br>Nunatsiavut Government  | As agreed.   |
| 4 | Refer any matter under dispute to arbitration.  | Owner<br>- or -<br>Nunatsiavut Government                                    | Upon exhausting good faith efforts for resolution or demonstration of bad faith.   |
| 5 | If the Market Value is determined by arbitration:<br><br>a) complete the Agreement of Purchase and Sale; or<br><br>b) serve written notice on the Owner that it is waiving its right to purchase.   | Nunatsiavut Government and Owner<br><br>- or -<br><br>Nunatsiavut Government | a) as per the terms and conditions of the Agreement of Purchase and Sale.<br><br>b) within 15 clear days from the date of the determination of Market Value. |

|   |  |                        |  |
|---|--|------------------------|--|
| 6 | Enter into agreement to sell Commercial Wildlife Operation to a third party and notify Nunatsiavut Government in writing of Terms and Conditions.  | Owner                  | Upon receiving written notice from the Nunatsiavut Government as per Activity 5 (b) or if the Agreement of Purchase and Sale is not completed by Nunatsiavut Government. |
| 7 | If the sale price and/or terms and conditions are more favourable than originally offered to the Nunatsiavut Government, decide whether to exercise right of preemption to purchase the Operation. | Nunatsiavut Government | Within 30 clear days of receiving written notice.  |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

For purposes of this schedule, "Market Value" means the amount that could reasonably be expected to be realized in the open market on a sale of the Operation as between a willing vendor and a willing purchaser with the benefit of the governmental consents and permits required under federal or Provincial Laws for continuation of the Operation (Schedule 12-B).

This Activity Sheet does not apply to the following:

- (a) a sale or transfer to Persons holding rights or options to purchase on the Effective Date;
- (b) a renewal of the lease or permit and a renewal of an outfitting licence;
- (c) an incorporation of the operation or a corporate reorganization that does not, directly or indirectly, affect the ownership of the operation or constitute a sale or transfer of all or part of the operation; or
- (d) a sale or transfer to a member of the owner’s Immediate Family who is eligible to continue the operation under Laws of General Application (12.10.5).

**FINAL AGREEMENT PROVISIONS**

12.10.3 If the owner, including any future or subsequent owner, of a Commercial Wildlife Operation existing on the Effective Date intends to sell or transfer the operation after the Effective Date, the Nunatsiavut Government shall have a right of first refusal to acquire the operation.

12.10.4 The exercise of the right of first refusal referred to in section 12.10.3 is governed by schedule 12-B.

12.10.6 If the Nunatsiavut Government does not exercise its right of first refusal under section 12.10.3, the owner of

the Commercial Wildlife Operation shall be free to sell or transfer the operation to another Person on condition that any terms and conditions that the owner offers to or is willing to accept from another Person shall not be more favourable than any terms and conditions that the owner offered to the Nunatsiavut Government.

Schedule 12-B: Inuit Right of First Refusal Regarding Existing Commercial Wildlife Operations (section 12.10.4)

1. The owner, including any future or subsequent owner, (herein "Owner") of an existing Commercial Wildlife Operation (herein "Operation") who intends to sell or transfer the Operation after the Effective Date shall notify the Nunatsiavut Government and the Province in writing of the intended sale or transfer and the Nunatsiavut Government shall have the right to purchase the Operation for Market Value in accordance with this schedule and the Agreement.
2. For purposes of this schedule, "Market Value" means the amount that could reasonably be expected to be realized on the open market on a sale of the Operation as between a willing vendor and a willing purchaser with the benefit of the governmental consents and permits required under federal or Provincial Laws for continuation of the Operation.
3. The right referred to in paragraph 1 shall be exercisable by notice in writing from the Nunatsiavut Government to the Owner at any time within 45 clear days from receipt of the notice referred to in paragraph 1.
4. The Owner and the Nunatsiavut Government shall enter into an Agreement of Purchase and Sale (herein "Agreement of Purchase and Sale"), that shall:
  - (a) set out the Market Value of the Operation;
  - (b) establish the date for completion of the sale or transfer which date shall be within 120 clear days from the date on which the Nunatsiavut Government receives all necessary Government consents and permits, including approval of its business plan, or any longer period agreed to by the Owner and the Nunatsiavut Government;
  - (c) require that the Operation shall be sold with vacant possession;
  - (d) allow the Nunatsiavut Government at least 30 clear days to raise any requisition or objection to the title of the Owner; and
  - (e) contain any other terms and conditions as are deemed necessary and advisable for the sale or transfer of the Operation to the Nunatsiavut Government.
5. The Operation shall be sold subject to and with the benefit of the covenants, rights, easements and other matters that are for the benefit of the Operation, but otherwise free from encumbrances.
6. The Agreement of Purchase and Sale may be assigned by the Nunatsiavut Government to an Inuit Business.

7. If the Owner and the Nunatsiavut Government cannot agree on the Market Value or any other matter that is necessary or advisable for completion of the Agreement of Purchase and Sale, the matter in dispute shall be determined by arbitration under chapter 21.
8. If the Market Value is determined by arbitration, the Nunatsiavut Government may, within 15 clear days from the date of the determination, serve written notice on the Owner that it is ending its exercise of the right referred to in paragraph 1 or is ending any contract then subsisting in connection with the purchase and sale of the Operation without any further obligation.
9. If the Nunatsiavut Government gives notice under paragraph 8 or if the Agreement of Purchase and Sale is not completed by the Nunatsiavut Government in accordance with its terms and this schedule, the Owner may deal with or dispose of the Operation free of the rights of the Nunatsiavut Government, subject to paragraphs 10 and 11.
10. If, after an event referred to in paragraph 9, the Owner concludes an agreement to sell the Operation to a third party, the agreement shall be made subject to paragraph 11 and the Owner shall give the Nunatsiavut Government written notice of the agreement.
11. If the Owner intends to dispose of the Operation for an amount less than the Market Value set out in the Agreement of Purchase and Sale or less than the value established by arbitration or on other terms and conditions more favourable than those offered to the Nunatsiavut Government, the Nunatsiavut Government shall have a right of preemption, exercisable on 30 clear days written notice, to purchase the Operation at the same price and on the same terms and conditions as the Owner is willing to sell or transfer the Operation to the third party.

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*CROS*

***S-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - "Commercial Wildlife Operation"

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Access to Labrador Inuit Lands (LIL) by Commercial Wildlife Operations in existence on Effective Date 12.10.7 & 12.10.8

**PARTIES:** Nunatsiavut Government  
owners or operators of Commercial Wildlife Operations

|   | <i>Activities</i>   | <i>Responsibility</i>   | <i>Timing</i>                  |
|---|---|---|--------------------------------|
| 1 | Provide reasonable access to LIL for Commercial Wildlife Operations in existence on Effective Date. | Nunatsiavut Government  | Ongoing.                       |
| 2 | Refer any dispute regarding access to LIL to Dispute resolution under Chapter 21.                   | owners or operators of Commercial Wildlife Operations<br>- or -<br>Nunatsiavut Government | Upon Dispute regarding access. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The Nunatsiavut Government can make laws restricting access but these laws are subject to Ministerial disallowance (12.7.2 - 12.7.4)

***FINAL AGREEMENT PROVISIONS***

12.10.7 The Nunatsiavut Government shall not deny or unreasonably restrict access to Labrador Inuit Lands by Commercial Wildlife Operations existing in Labrador Inuit Lands on the Effective Date.

12.10.8 A Dispute under section 12.10.7 between the owner or operator of a Commercial Wildlife Operation referred to in section 12.10.1 and the Nunatsiavut Government shall be referred to dispute resolution under chapter 21.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Commercial Wildlife Operation”  
Chapter 21 - Dispute Resolution

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Consult with Nunatsiavut Government prior to expansion of Commercial Wildlife Operations in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 12.10.11 & 12.10.13

**PARTIES:** Province - Minister of Tourism, Culture and Recreation  
Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>                                  | <i>Timing</i>  |
|---|--|--|--|
| 1 | Determine whether to expand the number of Commercial Wildlife Operations in LISA outside LIL taking into account any recommendations provided by the Torngat Wildlife and Plants Co-Management Board under section 12.9.1(b)(iv) of the Agreement. | Province - Minister of Tourism, Culture and Recreation | As desired, or upon receipt of recommendations from the Torngat Wildlife and Plants Co-Management Board. |
| 2 | Notify Nunatsiavut Government of intent to expand the number of Commercial Wildlife Operations in LISA outside LIL.<br>Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response.  | Province - Minister of Tourism, Culture and Recreation | Upon decision to expand the number of Operations.  |
| 3 | Review information as provided; prepare and submit views.  | Nunatsiavut Government                                 | As per time frame established in Activity 2(b).  |
| 4 | Give full and fair consideration to views presented by the Nunatsiavut Government.   | Province - Minister of Tourism, Culture and Recreation | Upon receipt of views and before expanding the number of Operations.                                     |

|   |   |  |   |
|---|---|--|---|
| 5 | Make decision and notify Nunatsiavut Government.  | Province - Minister of Tourism, Culture and Recreation | After consideration of views presented by the Nunatsiavut Government. |
| 6 | Provide written reasons for any variation or rejection of any advice or recommendations provided by the Nunatsiavut Government. | Province - Minister of Tourism, Culture and Recreation | Upon request by the Nunatsiavut Government.                           |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

The consensus of the Parties with respect to the above activities is that section 12.10.11 & 12.10.13 of the Agreement includes the situations where:

- a) the Minister is considering a global expansion of the number of Commercial Wildlife Operations in LISA outside LIL;
- b) the Torngat Wildlife and Plants Co-Management Board has recommended that LISA outside LIL can support the expansion of Commercial Wildlife Operation; or
- c) an application for a new Commercial Wildlife Operations in LISA outside LIL has been received by the Minister.

Situations (a) and (b) are addressed in this Activity Sheet; situation (c) is addressed in Activity Sheets 12-26 & 12-27.

Under 12.9.1(b)(iv) the Torngat Wildlife and Plants Co-Management Board has the power to make recommendations with respect to the establishment of Commercial Wildlife Operations.

**FINAL AGREEMENT PROVISIONS**

12.10.11 The Minister shall Consult the Nunatsiavut Government before authorizing the establishment of a Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.

12.10.13 Licences or permits for the establishment of Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands issued after the Effective Date shall be issued by the Minister preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(iv), to applications for such licences or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit and other individuals resident in the Labrador Inuit Settlement Area.

**CROSS-REFERENCED AND RELATED PROVISIONS**

General Definitions and Interpretation - 1.1.1 - “Commercial Wildlife Operation”, “Consult”

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Offer right of first refusal to Nunatsiavut Government prior to establishment of a new Commercial Wildlife Operation in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL)  
12.10.14, 12.10.15, 12.10.17, Schedule 12-C

**PARTIES:** Applicant (excluding Inuit Businesses)  
Province - Department of Tourism, Culture and Recreation  
Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>                                    | <i>Timing</i>   |
|---|--|--|---|
| 1 | Forward letter of intent to Provincial Department of Tourism, Culture and Recreation to establish a Commercial Wildlife Operation in LISA outside LIL. | Applicant  | Upon decision to establish Operation.   |
| 2 | Notify the Nunatsiavut Government.   | Province - Department of Tourism, Culture and Recreation | Within 30 clear days of receipt of letter of intent.  |
| 3 | Review letter and notify Province, in writing, whether or not it intends to exercise the right of first refusal.                                       | Nunatsiavut Government                                   | Within 90 clear days.   |
| 4 | If Nunatsiavut Government declines, or does not respond within time frame, proceed with consultation process on Activity Sheet 12-27.                  | Province - Department of Tourism, Culture and Recreation | Upon receipt of notice to decline or expiry of 90 clear days from receipt of notice without response. |
| 5 | If Nunatsiavut Government decides to exercise right of first refusal, notify applicant of decision.  | Province - Department of Tourism, Culture and Recreation | Within 21 clear days of receipt of response from Nunatsiavut Government.                              |
| 6 | Complete community consultations; identify an operator; and register a site  | Nunatsiavut Government                                   | Within 120 clear days from the date that the Province was notified by the                             |

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|---|---|--|--|
|   | specific proposal with the Province.  |  | Nunatsiavut Government in Activity 3.  |
| 7 | Approve (including any conditions) or reject the Nunatsiavut Government proposal.   | Province - Department of Tourism, Culture and Recreation | Within 60 clear days from receipt of proposal in Activity 6.   |
| 8 | If approved, make every attempt to complete the proposed development.   | Nunatsiavut Government or its designated operator.       | Within 2 years of Province receiving Nunatsiavut Government notification of intent to exercise its right of first refusal in Activity 3. |
| 9 | If the proposal is rejected or if the Operation is not established within 2 years, declare the right of first refusal as lapsed and offer the opportunity to the original applicant or another third party. | Minister - Department of Tourism, Culture and Recreation | Upon rejecting proposal or expiry of time period to establish Operation.   |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The consensus of the Parties is that the consultation among the Minister, the Nunatsiavut Government and the Torngat Wildlife and Plants Co-Management, in Activity Sheet 12-25, would be completed before responding to an individual application as described in this Activity Sheet.

An Inuit Business has the same rights as any other Person to establish a Commercial Wildlife Operation in LISA outside LIL (12.10.16).

Following the completion of the activities in this Sheet it is solely in the discretion of the Minister to re-offer the right of first refusal to the Nunatsiavut Government (Schedule 12-C, paragraph 9).

The Minister may extend any time period set out in this schedule when requested by the Nunatsiavut Government (Schedule 12-C, paragraph 10).

***FINAL AGREEMENT PROVISIONS***

12.10.14 The Nunatsiavut Government has a right of first refusal to establish Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.10.15 The exercise of the right of first refusal referred to in section 12.10.14 is governed by schedule 12-C.

12.10.17 If the Nunatsiavut Government does not exercise its right of first refusal referred to in section 12.10.14,

or if the right of first refusal is exercised but the Nunatsiavut Government fails, without just cause, to establish a new Commercial Wildlife Operation within two years of notifying the Minister of its intention to exercise the right of first refusal pursuant to paragraph 3 of schedule 12-C, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish a new Commercial Wildlife Operation may then be made available in accordance with paragraph 9 of schedule 12-C.

Schedule 12-C: Right of First Refusal for Commercial Wildlife Operations and Commercial Plant Operations (sections 12.10.15, 12.10.17, 12.12.6 and 12.12.7)

1. Any Person other than an Inuit Business who intends to establish a Commercial Wildlife Operation or Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall forward a letter of intent to the Province.
2. Within 30 clear days from receipt of a letter of intent referred to in paragraph 1, the Province shall notify the Nunatsiavut Government.
3. The Nunatsiavut Government shall have 90 clear days from receipt of the notice under paragraph 2 to notify the Province in writing whether or not it intends to exercise the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be.
4. If the Nunatsiavut Government does not exercise the right of first refusal within the time set out in paragraph 3, the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be, shall lapse.
5. The Province shall, within 21 clear days from the receipt of notice from the Nunatsiavut Government that it intends to exercise the right of first refusal, notify the original applicant for a Commercial Wildlife Operation or Commercial Plant Operation of the Nunatsiavut Government's decision.
6. The Nunatsiavut Government shall have 120 clear days from the date it gives the notice referred to in paragraph 3 within which to complete any required community consultations, identify an operator if the operator will not be the Nunatsiavut Government (herein "Designated Operator"), and to register a site specific proposal with the Province.
7. The Province shall have 60 clear days to approve the proposal referred to in paragraph 6, with or without conditions, or to reject the proposal.
8. If the proposal referred to in paragraph 6 is approved, the Nunatsiavut Government or Designated Operator must make every attempt to establish the proposed Commercial Wildlife Operation or Commercial Plant Operation within two years from the notice referred to in paragraph 3 in respect of a Commercial Wildlife Operation and within one year from the notice referred to in paragraph 3 in respect of a Commercial Plant Operation, and if the Nunatsiavut Government or Designated Operator fails, without just cause, to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, within that time, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed.

9. If the Minister declares that the right of first refusal of the Nunatsiavut Government has lapsed or that the proposal of the Nunatsiavut Government referred to in paragraph 6 has been finally rejected, the opportunity to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, may then be made available to the original applicant or other third party and the Nunatsiavut Government shall not have a further right of first refusal in relation to the application, except at the discretion of the Minister.
  10. The Minister may extend any time period set out in this schedule when requested by the Nunatsiavut Government.
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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Commercial Wildlife Operation”

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Consult with Nunatsiavut Government prior to establishment of a new Commercial Wildlife Operation in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 12.10.11 & 12.10.13

**PARTIES:** Nunatsiavut Government  
Province - Minister of Tourism, Culture and Recreation

|   | <i>Activities</i>   | <i>Responsibility</i>                                  | <i>Timing</i>  |
|---|---|--|--|
| 1 | Notify Nunatsiavut Government of intent to authorize a new Commercial Wildlife Operation in LISA outside LIL.<br>Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response.   | Province - Minister of Tourism, Culture and Recreation | Upon notification from Nunatsiavut Government that they are not exercising their right of first refusal or a declaration by the Provincial Minister that the right has lapsed on Activity Sheet 12-26. |
| 2 | Review information as provided; prepare and submit views.   | Nunatsiavut Government                                 | As per time frame identified in Activity 1(b).   |
| 3 | Give full and fair consideration to views presented by Nunatsiavut Government.  | Province - Minister of Tourism, Culture and Recreation | Upon receipt of views.   |
| 4 | Make decision, taking into account any recommendations or advice provided by the Torngat Wildlife and Plants Co-Management Board, and provide written reasons to the Nunatsiavut Government for any variation or rejection of advice or recommendations provided. | Province - Minister of Tourism, Culture and Recreation | Before approving new Commercial Wildlife Operation.  |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

The consensus of the Parties is that the consultation among the Minister, the Nunatsiavut

Government and the Torngat Wildlife and Plants Co-Management, in Activity Sheet 12-25, would be completed before responding to an individual application as described in this Activity Sheet.

Under section 12.9.1(b)(iv) the Torngat Wildlife and Plants Co-Management Board has the power to make recommendations with respect to the establishment of Commercial Wildlife Operations.

An Inuit Business has the same right as any other Person to apply to establish a Commercial Wildlife Operation in LISA outside LIL (12.10.16).

Commercial Wildlife Operations shall hire Qualified Inuit Guides, but this requirement shall be waived by the Nunatsiavut Government if no Qualified Inuit Guide is available (12.10.18 & 12.10.20).

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### ***FINAL AGREEMENT PROVISIONS***

- 12.10.11 The Minister shall Consult the Nunatsiavut Government before authorizing the establishment of a Commercial Wildlife Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.
- 12.10.13 Licences or permits for the establishment of Commercial Wildlife Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands issued after the Effective Date shall be issued by the Minister preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(iv), to applications for such licences or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit and other individuals resident in the Labrador Inuit Settlement Area.

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation -1.1.1 - “Commercial Wildlife Operation”, “Consult”

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Hire Qualified Inuit Guides  
12.10.18 & 12.10.20

**PARTIES:** operators of Commercial Wildlife Operations  
Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>                       | <i>Timing</i>   |
|---|---|---|---|
| 1 | Hire Qualified Inuit Guides.                                  | operators of Commercial Wildlife Operations | As soon as practicable:<br>a) upon vacancy of a guide position in a Commercial Wildlife Operations in existence on the Effective Date;<br>- or -<br>b) upon availability of a guide position in new Commercial Wildlife Operations. |
| 2 | Request waiver from the Nunatsiavut Government.               | operators of Commercial Wildlife Operations | If no Qualified Inuit Guides apply.   |
| 3 | Grant waiver from requirement to hire Qualified Inuit Guides. | Nunatsiavut Government                      | If no Qualified Inuit Guides are available.   |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

Guiding staff employed by Commercial Wildlife Operations on the Effective Date may continue their employment notwithstanding any temporary or seasonal layoff (12.10.19).

The Nunatsiavut Government may make laws in relation to the licensing of Inuit who act as guides in the Labrador Inuit Settlement Area, but Inuit licenced to be guides must also satisfy the qualifications for guides established under Provincial Legislation (12.7.1 (d)).

An individual who hunts or fishes at or through a Commercial Wildlife Operation and who kills Wildlife or Fish in the Labrador Inuit Settlement Area shall give to his or her Qualified Inuit Guide all parts of any Wildlife or Fish that are not retained by the individual (12.10.21).

***FINAL AGREEMENT PROVISIONS***

12.10.18 Commercial Wildlife Operations shall hire Qualified Inuit Guides subject to sections 12.10.19 and 12.10.20.

12.10.20 The requirements of section 12.10.18 shall be waived by the Nunatsiavut Government if no Qualified Inuit Guide is available.

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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation -1.1.1 - “Commercial Wildlife Operation”

12.1.1 - “Qualified Inuit Guide”

**SUBJECT:** Commercial Harvesting of Wildlife

**OBLIGATION:** Issuance of additional licences for Harvesting of Furbearers  
12.9.1(b)(iv), 12.9.7, 12.10.23

**PARTIES:** Torngat Wildlife and Plants Co-Management Board  
Province - Minister of Environment and Conservation  
Licence Holder

|   | <i>Activities</i>   | <i>Responsibility</i>                               | <i>Timing</i>   |
|---|---|---|---|
| 1 | Recommend to the Minister the issuance of additional licences to Harvest Furbearers in LISA.  | Torngat Wildlife and Plants Co-Management Board     | As desired.   |
| 2 | Make decision to issue additional licences to Harvest Furbearers and notify Board, in writing, giving reasons, if varying or rejecting recommendations. | Province - Minister of Environment and Conservation | As desired, after receipt of recommendation from the Torngat Wildlife and Plants Co-Management Board. |
| 3 | Request consent of Nunatsiavut Government to enter LIL.   | Licence holder                                      | Prior to entering LIL.  |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The following categories of people are grand-fathered and are not subject to the requirements described by this Activity Sheet: an Inuk; an individual resident in LISA who holds a commercial trapping licence on the Effective Date; an individual resident in Labrador who held a commercial trapping licence on June 25, 2001 and who traditionally trapped in the LISA; or an individual other than an Inuk having rights to Harvest Furbearers for commercial purposes in the Labrador Inuit Settlement Area under a land claims agreement (12.10.22).

Any individual issued a licence as described in this Activity Sheet who has obtained the consent of the Nunatsiavut Government to enter LIL must pay an applicable fee, charge or rent for access (12.10.23).

Commercial trapping licences shall be issued under federal and Provincial Laws and may be renewed annually but may not be assigned or transferred (12.10.24).

The marketing, transportation and exportation of furs commercially Harvested in the Labrador Inuit Settlement Area shall be governed by federal and Provincial Laws (12.10.25).

***FINAL AGREEMENT PROVISIONS***

- 12.9.1 Subject to the Agreement, the Torngat Wildlife and Plants Co-Management Board has the following powers and responsibilities with respect to the Conservation and management of Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area:...
- (b) to recommend to the Minister, Conservation and management measures for Wildlife, Plants and Habitat in the Labrador Inuit Settlement Area, including:...
    - (iv) the establishment of new Commercial Wildlife Operations and measures respecting the commercial exploitation of Wildlife, including commercial Harvesting of Furbearers, the issuance of licences to Harvest Furbearers and the non-consumptive uses of Wildlife for commercial purposes;...
- 12.9.7 The Minister shall:
- (a) approve the recommendation under subsection 12.9.1 (b) or section 12.9.2 and notify the Torngat Wildlife and Plants Co-Management Board in writing; or
  - (b) reject, vary or replace the recommendation and give the Board the reasons, in writing, for the rejection, variance or replacement of its recommendations.
- 12.10.23 The Minister may issue a licence to Harvest Furbearers to an individual other than one referred to in subsection 12.10.22(a), 12.10.22(b) or 12.10.22(c) if the Torngat Wildlife and Plants Co-Management Board has recommended the issuance of licences in addition to those referred to in section 12.10.22 but an individual issued a licence under this section requires the consent of the Nunatsiavut Government to enter Labrador Inuit Lands and must pay an applicable fee, charge or rent for access.
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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - "Furbearers", "Harvest"

Activity Sheet: 12-30

**SUBJECT:** Commercial Harvesting of Plants**OBLIGATION:** Assign existing rights to timber revenues to Nunatsiavut Government  
12.12.2**PARTIES:** Province - Department of Natural Resources (Forestry Branch)

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>      |
|---|---|--|--------------------|
| 1 | Assign any rights to receive revenues from timber leases, licenses or permits, including renewals, in existence in (Labrador Inuit Land) LIL on the Effective Date to the Nunatsiavut Government. | Province - Department of Natural Resources (Forestry Branch) | On Effective Date. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

Any timber leases, licences or permits and any renewal thereof, existing in LIL on the Effective Date, are subject to laws of General Application (12.12.2).

Commercial Plant Operations existing in the LISA outside LIL on the Effective Date are subject to Laws of General Application (12.12.3).

***FINAL AGREEMENT PROVISIONS***

12.12.2 Notwithstanding sections 4.4.1, 12.7.1 and 12.12.1, timber leases, licences or permits existing in Labrador Inuit Lands on the Effective Date, and any renewals thereof, continue in effect in accordance with their terms under Laws of General Application, but the right to receive revenues from those leases, licences or permits shall be assigned by the Province to the Nunatsiavut Government.

***CROSS-REFERENCED AND RELATED PROVISIONS***

Land and Non-Renewable Resources - 4.4.1 - Inuit Estate in LIL

12.7.1 - Nunatsiavut Government Law Making powers

12.12.1 - Nunatsiavut Government authorities to establish fee for commercial Harvesting of Plants

**SUBJECT:** Commercial Harvesting of Plants

**OBLIGATION:** Consult with Nunatsiavut Government prior to expansion of Commercial Plant Operations in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 12.12.4 & 12.12.8

**PARTIES:** Province - Minister of Natural Resources  
Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>                    | <i>Timing</i>   |
|---|--|--|---|
| 1 | Determine whether to expand the number of Commercial Plant Operations in LISA outside LIL taking into account any recommendations provided by the Torngat Wildlife and Plants Co-Management Board under section 12.9.1(b)(x) of the Agreement. | Province - Minister of Natural Resources | As desired or upon receipt of recommendations from the Torngat Wildlife and Plants Co-Management Board. |
| 2 | Notify Nunatsiavut Government of intent to expand the number of Commercial Plant Operations in LISA outside LIL. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response.  | Province - Minister of Natural Resources | Upon decision to expand the number of Operations.   |
| 3 | Review information as provided; prepare and submit views.  | Nunatsiavut Government                   | As per time frame identified in Activity 2(b).  |
| 4 | Give full and fair consideration to views presented by the Nunatsiavut Government.   | Province - Minister of Natural Resources | Upon receipt of views and before expanding the number of Operations.                                    |
| 5 | Make decision and provide written reasons for any variation or rejection of any advice or recommendations  | Province - Minister of Natural Resources | Before expanding the number of Operations.  |

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|  | provided by the Nunatsiavut Government. |  |  |
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***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The consensus of the Parties with respect to the above activities is that section 12.12.4 & 12.12.8 of the Agreement includes the situations where:

- a) the Minister is considering a global expansion of the number of Commercial Plant Operations in LISA outside LIL;
- b) the Torngat Wildlife and Plants Co-Management Board has recommended that LISA outside LIL can support the expansion of Commercial Plant Operations; or
- c) an application for a new Commercial Plant Operation in LISA outside LIL has been received by the Minister.

Situations (a) and (b) are addressed in this Activity Sheet; situation (c) is addressed in Activity Sheets 12-32 & 12-33.

Under section 12.9.1(b)(x) of the Agreement, the Torngat Wildlife and Plants Co-Management Board has the power to make recommendations with respect to the establishment of Commercial Plant Operations.

***FINAL AGREEMENT PROVISIONS***

12.12.4 The Minister shall Consult the Nunatsiavut Government before authorizing a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands other than one referred to in 12.12.3 and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.

12.12.8 Licences, leases or permits for the establishment of Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands after the Effective Date shall be issued preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(x), to applications for such licences, leases or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit.

***CROSS-REFERENCED AND RELATED PROVISIONS***

- General Definitions and Interpretation - 1.1.1 - "Consult"
- 12.1.1. - Definition - "Commercial Plant Operation"

**SUBJECT:** Commercial Harvesting of Plants

**OBLIGATION:** Offer right of first refusal to Nunatsiavut Government prior to establishment of new Commercial Plant Operations in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 12.12.5, 12.12.6, 12.12.7, Schedule 12-C

**PARTIES:** Applicant (excluding Inuit Businesses)  
 Province - Department of Natural Resources (Forestry Branch)  
 Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>   |
|---|---|--|---|
| 1 | Forward letter of intent to provincial Department of Natural Resources (Forestry Branch) to establish a Commercial Plant Operation in LISA outside LIL. | Applicant  | Upon decision to establish Operation.   |
| 2 | Notify the Nunatsiavut Government.  | Province - Department of Natural Resources (Forestry Branch) | Within 30 clear days of receipt of letter of intent.  |
| 3 | Review letter and notify Province, in writing, whether or not it intends to exercise the right of first refusal.  | Nunatsiavut Government                                       | Within 90 clear days.   |
| 4 | If Nunatsiavut Government declines, or does not respond within time frame, proceed with consultation process on Activity Sheet 12-33.                   | Province - Department of Natural Resources (Forestry Branch) | Upon receipt of notice to decline or expiry of 90 clear days from receipt of notice without response. |
| 5 | If Nunatsiavut Government decides to exercise right of first refusal, notify applicant of decision.   | Province - Department of Natural Resources (Forestry Branch) | Within 21 clear days of receipt of response from the Nunatsiavut Government.                          |
| 6 | Complete community consultations; identify an operator; and register a site specific proposal with the  | Nunatsiavut Government                                       | Within 120 clear days from the date that the Province was notified by the Nunatsiavut Government in   |

|   | Province.  |  | Activity 3.   |
|---|--|--|---|
| 7 | Approve (including any conditions) or reject the Nunatsiavut Government proposal.  | Province - Department of Natural Resources (Forestry Branch) | Within 60 clear days from receipt of proposal in Activity 6.  |
| 8 | If approved, make every attempt to complete the proposed development.  | Nunatsiavut Government or its designated operator.           | Within 1 year of Province receiving Nunatsiavut Government notification of intent to exercise its right of first refusal in Activity 3. |
| 9 | If the proposal is rejected or if the Operation is not established within 1 year, declare the right of first refusal as lapsed and offer the opportunity to the original applicant or another third party. | Province - Department of Natural Resources (Forestry Branch) | Upon rejecting proposal or expiry of time period to establish Operation.  |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The consensus of the Parties is that the consultation among the Minister, the Nunatsiavut Government and the Torngat Wildlife and Plants Co-Management, in Activity Sheet 12-31, would be completed before responding to an individual application as described in this Activity Sheet.

An Inuit Business has the same rights as any other Person to establish a Commercial Plant Operation in LISA outside LIL (12.12.9).

Following the completion of the activities in this sheet it is solely in the discretion of the Minister to re-offer the right of first refusal to the Nunatsiavut Government (Schedule 12-C, paragraph 9).

***FINAL AGREEMENT PROVISIONS***

12.12.5 The Nunatsiavut Government has a right of first refusal to establish Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

12.12.6 The exercise of the right of first refusal referred to in section 12.12.5 is governed by schedule 12-C.

12.12.7 If the Nunatsiavut Government does not exercise its right of first refusal referred to in section 12.12.5, or if the right of first refusal is exercised but the Nunatsiavut Government fails, without just cause, to establish a new Commercial Plant Operation within one year of notifying the Minister of its intention to exercise the right of first refusal pursuant to paragraph 3 of schedule 12-C, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed and the opportunity to establish a new Commercial Plant Operation may then be made available in accordance with paragraph 9 of schedule 12-C.

Schedule 12-C: Right of First Refusal for Commercial Wildlife Operations and Commercial Plant Operations (sections 12.10.15, 12.10.17, 12.12.6 and 12.12.7)

1. Any Person other than an Inuit Business who intends to establish a Commercial Wildlife Operation or Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall forward a letter of intent to the Province.
2. Within 30 clear days from receipt of a letter of intent referred to in paragraph 1, the Province shall notify the Nunatsiavut Government.
3. The Nunatsiavut Government shall have 90 clear days from receipt of the notice under paragraph 2 to notify the Province in writing whether or not it intends to exercise the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be.
4. If the Nunatsiavut Government does not exercise the right of first refusal within the time set out in paragraph 3, the right of first refusal referred to in section 12.10.14 or 12.12.5, as the case may be, shall lapse.
5. The Province shall, within 21 clear days from the receipt of notice from the Nunatsiavut Government that it intends to exercise the right of first refusal, notify the original applicant for a Commercial Wildlife Operation or Commercial Plant Operation of the Nunatsiavut Government's decision.
6. The Nunatsiavut Government shall have 120 clear days from the date it gives the notice referred to in paragraph 3 within which to complete any required community consultations, identify an operator if the operator will not be the Nunatsiavut Government (herein "Designated Operator"), and to register a site specific proposal with the Province.
7. The Province shall have 60 clear days to approve the proposal referred to in paragraph 6, with or without conditions, or to reject the proposal.
8. If the proposal referred to in paragraph 6 is approved, the Nunatsiavut Government or Designated Operator must make every attempt to establish the proposed Commercial Wildlife Operation or Commercial Plant Operation within two years from the notice referred to in paragraph 3 in respect of a Commercial Wildlife Operation and within one year from the notice referred to in paragraph 3 in respect of a Commercial Plant Operation, and if the Nunatsiavut Government or Designated Operator fails, without just cause, to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, within that time, the Minister may declare that the right of first refusal of the Nunatsiavut Government has lapsed.
9. If the Minister declares that the right of first refusal of the Nunatsiavut Government has lapsed or that the proposal of the Nunatsiavut Government referred to in paragraph 6 has been finally rejected, the opportunity to establish a Commercial Wildlife Operation or Commercial Plant Operation, as the case may be, may then be made available to the original applicant or other third party and the Nunatsiavut Government shall not have a

further right of first refusal in relation to the application, except at the discretion of the Minister.

10. The Minister may extend any time period set out in this schedule when requested by the Nunatsiavut Government.
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***CROSS-REFERENCED AND RELATED PROVISIONS***

12.1.1 - "Commercial Plant Operation"

**SUBJECT:** Commercial Harvesting of Plants

**OBLIGATION:** Consult with Nunatsiavut Government prior to establishment of a new Commercial Plant Operation in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 12.12.4. & 12.12.8

**PARTIES:** Province - Minister of Natural Resources  
Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>                    | <i>Timing</i>  |
|---|---|--|--|
| 1 | Notify Nunatsiavut Government of intent to authorize a new Commercial Plant Operation in LISA outside LIL.<br>Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response.  | Province - Minister of Natural Resources | Upon notification from Nunatsiavut Government that they are not exercising their right of first refusal or a declaration by the Provincial Minister that the right has lapsed on Activity Sheet 12-32. |
| 2 | Review information as provided; prepare and submit views.   | Nunatsiavut Government                   | As per time frame identified in Activity 1(b).   |
| 3 | Give full and fair consideration to views presented by the Nunatsiavut Government.  | Province - Minister of Natural Resources | Upon receipt of views.   |
| 4 | Make decision, taking into account any recommendations or advice provided by the Torngat Wildlife and Plants Co-Management Board, and provide written reasons to the Nunatsiavut Government for any variation or rejection of advice or recommendations provided. | Province - Minister of Natural Resources | Before approving new Commercial Plant Operation.   |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

The consensus of the Parties is that the consultation among the Minister, the Nunatsiavut

Government and the Torngat Wildlife and Plants Co-Management, in Activity Sheet 12-31, would be completed before responding to an individual application as described in this Activity Sheet.

Under section 12.9.1(b)(x) of the Agreement, the Torngat Wildlife and Plants Co-Management Board has the power to make recommendations with respect to the establishment of Commercial Plant Operations.

An Inuit Business has the same right as any other Person to apply to establish a Commercial Plant Operation in LISA outside LIL (12.12.9).

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### ***FINAL AGREEMENT PROVISIONS***

- 12.12.4 The Minister shall Consult the Nunatsiavut Government before authorizing a Commercial Plant Operation in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, other than one referred to in 12.12.3 and shall, if the Nunatsiavut Government so requests, provide the reasons, in writing, for any advice or recommendation of the Nunatsiavut Government that is varied or rejected.
- 12.12.8 Licences, leases or permits for the establishment of Commercial Plant Operations in the Labrador Inuit Settlement Area outside Labrador Inuit Lands after the Effective Date shall be issued preferentially, taking into account recommendations of the Torngat Wildlife and Plants Co-Management Board under clause 12.9.1(b)(x), to applications for such licences, leases or permits that are likely to provide direct benefit to the economy of the Labrador Inuit Settlement Area, particularly through employment of Inuit.

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### ***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - "Consult",  
12.1.1 - Definition - "Commercial Plant Operation"

**SUBJECT:** Access

**OBLIGATION:** Notification of Surface Interest Holders regarding Inuit rights to access Labrador Inuit Settlement Area (LISA) 12.13.5

**PARTIES:** Province - Department of Environment and Conservation (Lands Branch)  
Canada - relevant Federal Department

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>                 |
|---|---|--|-------------------------------|
| 1 | Include in all new surface leases, and renewals, in LISA, the access condition as outlined in section 12.13.5 of the Agreement. | Province - Department of Environment and Conservation (Lands Branch)<br><br>Canada - relevant Federal Department | Ongoing, after Effective Date |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

In addition to new leases and renewals, this activity includes transfers or assignment of leases (12.13.5).

Inuit access rights cannot interfere with the authorized use of the land or the ability of the federal or Provincial governments to authorize the use or disposal of the land (12.13.1).

The right of access includes the right to establish temporary camps and light fires necessary for Harvesting (12.13.2).

The right of access is subject to the Laws of General Application and any Park Impacts and Benefits Agreement (12.13.3).

The right of access does not extend:

- (a) to lands dedicated to military or national security purposes or being temporarily used by Canadian Forces for those purposes under the *National Defence Act*;
- (b) to lands owned in freehold, other than Community Lands or land owned in freehold by municipal corporations;
- (c) with respect to hunting or trapping, to any place within a radius of one kilometre of any building, structure, or other facility on lands under a surface lease and with respect to the Harvesting of Plants, within a radius of 50 metres (164 feet) of any building, structure or other facility on lands under a surface lease; and
- (d) with respect to Harvesting of Plants, within a cutting block or on lands actually

being Harvested under a Crown lease, permit, timber licence or timber cutting permit (12.13.4).

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***FINAL AGREEMENT PROVISIONS***

- 12.13.5 All surface leases granted in the Labrador Inuit Settlement Area after the Effective Date and all renewals of surface leases that take place subsequent to the Effective Date and all leases transferred or assigned subsequent to the Effective Date shall, where the Crown is the lessor, contain a condition to the following effect:

“This lease is subject to the rights of Inuit under their final land claims agreement to enter onto land in the Labrador Inuit Settlement Area for purposes of hunting, fishing, trapping and gathering, and the provisions of the Labrador Inuit final land claims agreement relating to such right of access shall form a part of this lease as if contained herein”.

**SUBJECT:** Access

**OBLIGATION:** Harvesting Access for Non-Beneficiaries with Surface Interests in Labrador Inuit Lands (LIL) 12.13.6 & 12.13.7

**PARTIES:** Non-Beneficiaries enumerated on Schedule 12 -D Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>                         | <i>Timing</i>   |
|---|---|---|---|
| 1 | Demonstrate to the satisfaction of Nunatsiavut Government that they have been traditionally using, and continue to use, areas of LIL for personal, non-commercial Harvesting. | Non-Beneficiaries enumerated on schedule 12-D | Prior to Harvesting on LIL.   |
| 2 | Approve or deny access to areas of LIL.   | Nunatsiavut Government                        | As soon as practicable.   |
| 3 | Submit any Dispute to arbitration under Chapter 21 of the Agreement.  | Non-Beneficiary                               | If desired, upon disagreement with Nunatsiavut Government's determination of traditional and current use. |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The rights established under sections 12.13.6 and 12.13.7 of the Agreement are personal to the individuals enumerated on schedule 12-D and their immediate family. These rights are non-transferable but shall continue for the term of the Surface Interest and any renewal thereof. For greater certainty, sections 12.13.6 and 12.13.7 are not intended to

create, and shall not be construed so as to create, an interest in land or an amendment of the terms and conditions of the Surface Interest (12.13.8).

Non-Beneficiaries accessing LIL for Harvesting are subject to Laws of General Application (12.13.6 (b)).

Non-Beneficiary rights to Harvest as described in this Activity Sheet are subject to:

- a) Inuit use of Aullâsimavet as outlined in section 4.14 of the Agreement; and
- b) any Inuit Government restrictions on Harvesting established under section 12.7.2 of the Agreement; and
- c) any Inuit Laws related to Protected Areas as per section 9.4.4 of the Agreement (12.13.7).

### ***FINAL AGREEMENT PROVISIONS***

12.13.6 A Non-Beneficiary who holds a Surface Interest in Labrador Inuit Lands on the Effective Date whose name is enumerated on schedule 12-D and the Immediate Family of such Non-Beneficiary may Harvest Wildlife and Plants in Labrador Inuit Lands for personal, non-commercial use, subject to:

- (a) section 12.13.7;
- (b) Laws of General Application; and
- (c) any restrictions established under an Inuit Law under section 12.7.2 or 9.4.4.

12.13.7 Access to Labrador Inuit Lands by a Non-Beneficiary referred to in section 12.13.6 shall be restricted to those areas which the Non-Beneficiary can demonstrate to the satisfaction of the Nunatsiavut Government have been traditionally used and are currently used for personal, non-commercial Harvesting and such access is further subject to:

- (a) sections 4.15.3, 4.15.4, 4.15.7, 4.15.8, 4.15.9, 4.15.11 and 4.15.12; and
- (b) any restrictions established under an Inuit Law under section 12.7.2 or 9.4.4

If the Non-Beneficiary disagrees with the Nunatsiavut Government's determination of the areas of traditional and current use, the Non-Beneficiary may submit the matter to arbitration under chapter 21.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretations - 1.1.1 - "Dispute", "Harvest"  
Chapter 21 - Dispute Resolution

**SUBJECT:** Access

**OBLIGATION:** Inuit Access to Harvest Wildlife and Plants outside the Labrador Inuit Settlement Area (LISA) under Special Inuit Licences  
12.13.10, Schedule 12-F (paragraphs 3-8 & 15)

**PARTIES:** Province - Minister of Environment and Conservation  
Minister of Natural Resources  
Inuit (ordinarily resident in Labrador outside LISA)  
Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>  | <i>Timing</i>   |
|---|--|--|---|
| 1 | Notify the Nunatsiavut Government of intent to create or amend Legislation to implement the Inuit Harvest of Wildlife and Plants in Labrador outside of LISA for Inuit ordinarily resident in Labrador outside LISA.<br>Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Province - Minister Environment and Conservation<br><br>Province - Minister of Natural Resources | Prior to creating or amending Legislation.  |
| 2 | Review information as provided; prepare and submit views.  | Nunatsiavut Government   | Within time frame identified in Activity 1(b).  |
| 3 | Give full and fair consideration to views presented by the Nunatsiavut Government.   | Province - Relevant Minister   | Prior to making final decision with respect to creating or amending Legislation.          |
| 4 | Pass Legislation.  | Province - Relevant Minister   | Prior to issuing any Special Licences.  |
| 5 | Request Special Inuit Licence and demonstrate that subsistence needs cannot be met otherwise under the Agreement.  | Inuit (ordinarily resident in Labrador outside LISA)   | As desired, prior to Harvesting in the area as set out in schedule 12-E of the Agreement. |

|   |   |   |  |
|---|---|---|--|
| 6 | Issue Special Inuit Licences, free of charge, to Inuit (ordinarily resident in Labrador outside LISA).  | Province - Relevant Minister                    | Upon determination that the requestor meets the criteria.                              |
| 7 | Notify the Torngat Wildlife and Plants Co-Management Board of intent to set additional conditions or limits in Special Inuit Licences. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Province - Relevant Minister                    | As desired, before setting any conditions or limits.                                   |
| 8 | Review information as provided; prepare and submit views.   | Torngat Wildlife and Plants Co-Management Board | As per time frame identified in Activity 7(b).   |
| 9 | Give full and fair consideration to views presented by the Board.   | Province - Relevant Minister                    | As soon as practicable, before making any decision on additional conditions or limits. |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

With respect to Migratory Birds, for nine years immediately following the Effective Date, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall be entitled, subject to section 12.13.14, to Harvest Migratory Birds in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E), and in so Harvesting, be otherwise subject to the Agreement, as if they were Harvesting in the Labrador Inuit Settlement Area (12.13.13).

Harvesting on this Activity Sheet is subject to any overlap agreement between the Inuit and any other aboriginal people in Labrador outside LISA (12.13.10).

The Agreement provisions described in this Activity Sheet and schedule 12-F of the Agreement are not treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (12.13.10).

The issuance of licences as described in this Activity Sheet are subject to Laws of General Application respecting Conservation, public health and public safety (Schedule 12-F, paragraph 4).

The holder of a Special Inuit Licence shall be permitted to take Wildlife or Plants specified in the licence in any area, zone or portion of an area or zone in that part of Labrador outside the Labrador Inuit Settlement Area shown, for illustrative purposes only, on the map in schedule 12-E that is open under Provincial Law (Schedule 12-F, paragraph 5).

Notwithstanding any other provision of this schedule, the Minister retains the jurisdiction to determine bag limits and other Harvesting limits with respect to Harvesting under this schedule (Schedule 12-F, paragraph 7).

Bag or other Harvesting limits for holders of Special Inuit Licences shall, subject to any applicable Communal Inuit Licence, not be less than limits for ordinary or regular licences (Schedule 12-F, paragraph 8).

If there is an inconsistency between the conditions of a Special Inuit Licence and any order or regulation, the conditions of the Special Inuit Licence prevail to the extent of the inconsistency (Schedule 12-F, paragraph 11).

The holder of a Special Inuit Licence may designate another Inuk to use that licence on condition that the Inuk so designated:

- a) holds or is entitled to hold a Special Inuit Licence; and
- b) is in possession of the licence while Harvesting (Schedule 12-F, paragraph 13).

### ***FINAL AGREEMENT PROVISIONS***

12.13.10 Subject to any overlap agreement between Inuit and another aboriginal people, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area may Harvest Wildlife, other than Migratory Birds, and Plants in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to schedule 12-F. Notwithstanding any other provision of the Agreement, this section and schedule 12-F shall not create, confer or establish or be construed as creating, conferring or establishing treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Schedule 12-F Measures Under Provincial Law to Permit Harvesting Outside the Labrador Inuit Settlement Area by Inuit Ordinarily Resident in Labrador Outside the Labrador Inuit Settlement Area ( sections 12.13.10 and 12.13.11)...

3. Inuit who are ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall, subject to any applicable Communal Inuit Licence, be issued licences to Harvest Wildlife or Plants for Subsistence purposes that they cannot otherwise acquire under the Agreement, free of charge.
4. The issuance of licences under this schedule is subject to Laws of General Application respecting Conservation, public health and public safety.
5. The holder of a Special Inuit Licence shall be permitted to take Wildlife or Plants specified in the licence in any area, zone or portion of an area or zone in that part of Labrador outside the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) that is open under Provincial Law.
6. Subject to paragraphs 3, 4 and 5, the Minister may, after Consulting the Torngat Wildlife and Plants Co-Management Board, set any other conditions and limits in Special Inuit Licences as may, in the opinion of the Minister, be necessary to provide Subsistence opportunities to licence holders, subject to the requirements of Conservation, public health and public safety.
7. Notwithstanding any other provision of this schedule, the Minister retains the jurisdiction to determine bag limits and other Harvesting limits with respect to Harvesting under this schedule.
8. Bag or other Harvesting limits for holders of Special Inuit Licences shall, subject to any applicable Communal Inuit Licence, not be less than limits for ordinary or regular licences.
15. The Minister shall Consult the Nunatsiavut Government about Legislation proposed for the implementation of the schedule and about any amendment to that Legislation.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretations - 1.1.1 - “Consult”, “Harvest”, “Migratory Bird”, “Plant”, “Wildlife”

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***LEGISLATIVE/REGULATORY AMENDMENTS***

Provincial Legislation for the implementation of this Harvest will be required before Effective Date.

**SUBJECT:** Access

**OBLIGATION:** Inuit Access to Harvest Wildlife and Plants outside the Labrador Inuit Settlement Area (LISA) under Communal Inuit Licence  
12.13.10 & Schedule 12-F (paragraphs 9, 10 & 15)

**PARTIES:** Province - Minister of Environment and Conservation  
- Minister of Natural Resources  
Nunatsiavut Government  
Inuit (ordinarily resident in Labrador outside LISA)

|   | <i>Activities</i>   | <i>Responsibility</i>        | <i>Timing</i>  |
|---|---|------------------------------|--|
| 1 | Notify the Nunatsiavut Government of intent to create or amend Legislation for Communal Inuit Licence to implement the Harvest of Wildlife and Plants in Labrador outside of LISA. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for response. | Province - Relevant Minister | Prior to creating or amending Legislation.                                       |
| 2 | Review information as provided; prepare and submit views.   | Nunatsiavut Government       | Within time frame established in Activity 1(b).                                  |
| 3 | Give full and fair consideration to views presented by Nunatsiavut Government.  | Province - Relevant Minister | Prior to making final decision with respect to creating or amending Legislation. |
| 4 | Pass Legislation.   | Province - Relevant Minister | Prior to issuing any Communal Inuit Licence.                                     |
| 5 | Notify the Torngat Wildlife and Plants Co-Management Board of intent to issue Communal Inuit Licence to the Nunatsiavut Government. Provide:<br>a) sufficient details; and<br>b) reasonable time frame for  | Province - Relevant Minister | As desired, before issuing a Communal Inuit Licence.                             |

|   |  |   |   |
|---|--|---|---|
|   | response.  |   |   |
| 6 | Review information as provided; prepare and submit views.  | Torngat Wildlife and Plants Co-Management Board | As per time frame established in Activity 5(b).   |
| 7 | Give full and fair consideration to views presented by the Board.  | Province - Relevant Minister                    | As soon as practicable, before making any decision to issue a Communal Inuit Licence to the Nunatsiavut Government. |
| 8 | Issue a Communal Inuit Licence to the Nunatsiavut Government including any conditions set out in paragraph 10 of Schedule 12-F of the Agreement. | Province - Relevant Minister                    | As desired.   |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

With respect to Migratory Birds, for nine years immediately following the Effective Date, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area shall be entitled, subject to section 12.13.14, to Harvest Migratory Birds in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E), and in so Harvesting, be otherwise subject to the Agreement, as if they were Harvesting in the Labrador Inuit Settlement Area (12.13.13).

There is no obligation to issue a communal licence. The Minister may do this if it is a preferable alternative to Special Inuit Licences.

Harvesting on this Activity Sheet is subject to any overlap agreement between the Inuit and any other aboriginal people in Labrador outside LISA (12.13.10).

The Agreement provisions described in this Activity Sheet and schedule 12-F of the Agreement are not treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (12.13.10).

The issuance of licences is subject to Laws of General Application respecting Conservation, public health and public safety (Schedule 12-F, paragraph 4).

Notwithstanding any other provision of this schedule, the Minister retains the jurisdiction to determine bag limits and other Harvesting limits with respect to Harvesting under this schedule (Schedule 12-F, paragraph 7).

If there is an inconsistency between the conditions of a Communal Inuit Licence and any order or regulation, the conditions of the Communal Inuit Licence prevails to the extent of the inconsistency (Schedule 12-F, paragraph 11).

**FINAL AGREEMENT PROVISIONS**

12.13.10 Subject to any overlap agreement between Inuit and another aboriginal people, Inuit ordinarily resident in Labrador outside the Labrador Inuit Settlement Area may Harvest Wildlife, other than Migratory Birds, and Plants in the area shown set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to schedule 12-F. Notwithstanding any other provision of the Agreement, this section and schedule 12-F shall not create, confer or establish or be construed as creating, conferring or establishing treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

Schedule 12-F Measures Under Provincial Law to Permit Harvesting Outside the Labrador Inuit Settlement Area by Inuit Ordinarily Resident in Labrador Outside the Labrador Inuit Settlement Area ( sections 12.13.10 and 12.13.11)...

9. The Minister may, after Consulting the Torngat Wildlife and Plants Co-Management Board, if the Minister deems it necessary for purposes of providing Subsistence Harvesting opportunities for Inuit or for purposes of Conservation or the better management or administration of Wildlife or Plants, issue a communal licence to the Nunatsiavut Government to enable Inuit who are ordinarily resident in Labrador outside the Labrador Inuit Settlement Area to Harvest a species or population of Wildlife or Plant and carry on related activities in the area set out in the Map Atlas (shown for illustrative purposes only in schedule 12-E) subject to limits and conditions set out in the communal licence.

10. Without restricting the generality of paragraph 9, a Communal Inuit Licence may specify any condition respecting any of the following matters:

- (a) the species or population and quantities of Wildlife or Plants that are permitted to be Harvested or transported;
- (b) the dates, times and places where Wildlife or Plants may be Harvested or transported;
- (c) the method by which the Nunatsiavut Government may designate individuals, vehicles or vessels that may participate in the Harvesting or transportation of Wildlife or Plants;
- (d) the documents that constitute proof of designation to Harvest or transport Wildlife or Plants under the Communal Inuit Licence;
- (e) the maximum number of individuals, vehicles or vessels that may be designated to carry on Harvesting or related activities under the Communal Inuit Licence;
- (f) the equipment, gear and vehicles or vessels that may be used;
- (g) the disposition of Wildlife or Plants Harvested under authority of the Communal Inuit Licence; and
- (h) information to be reported with respect to Harvesting under the Communal Inuit Licence and the methods, places and times for the reporting of that information.

15. The Minister shall Consult the Nunatsiavut Government about Legislation proposed for the implementation of the schedule and about any amendment to that Legislation.

***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definitions and Interpretation - 1.1.1 - “Consult”, “Harvest”, “Plant”, “Wildlife”

**SUBJECT:** Interjurisdictional Matters

**OBLIGATION:** Inclusion of Nunatsiavut Government representation in the formulation of Canada’s position with respect to International Agreements  
12.14.3

**PARTIES:** Canada - relevant federal department  
Nunatsiavut Government

|   | <i>Activities</i>   | <i>Responsibility</i>  | <i>Timing</i>  |
|---|---|------------------------|--|
| 1 | Notify Nunatsiavut Government and request nomination of Inuit representative(s) to participate in discussions leading to the formulation of Canada’s position in relation to an International Agreement (or subsequent amendment) relating to Inuit rights in the Wildlife and Plants chapter of the Agreement.<br><br>Specify any time frame for responding. | Canada                 | Prior to having discussions leading to the formulation of Canada’s position in relation to an International Agreement or any amendments. |
| 2 | Nominate representative and notify Canada.  | Nunatsiavut Government | Within the time frame established in Activity 1.   |
| 3 | Include Inuit representative in discussions.  | Canada                 | As required upon receipt of nomination.  |

***PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS***

The discussions referred to in this Activity Sheet shall extend beyond those generally available to non-governmental organizations (12.14.3).

Any Legislation implementing an International Agreement that relates to a matter dealt with in this Activity Sheet and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada (12.14.1).

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***FINAL AGREEMENT PROVISIONS***

- 12.14.3 Canada shall include Inuit representation, nominated by the Nunatsiavut Government, in discussions leading to the formulation of Canada's position in relation to any International Agreement or an amendment thereto relating to Inuit rights referred to in this chapter and the discussions shall extend beyond those generally available to non-governmental organizations.

**SUBJECT:** Interjurisdictional Matters

**OBLIGATION:** Nunatsiavut Government advice with respect to Legislation Implementing Domestic Interjurisdictional Agreement(s) 12.14.5 & 12.14.6

**PARTIES:** Canada - relevant federal department  
Province - Intergovernmental Affairs  
Nunatsiavut Government

|   | <i>Activities</i>  | <i>Responsibility</i>  | <i>Timing</i>                                    |
|---|--|--|--|
| 1 | Notify Nunatsiavut Government that a Domestic Interjurisdictional Agreement related to Wildlife, Plants or Habitat is to be negotiated or amended and provide a role commensurate with its status, functions and responsibilities. | Canada<br><br>and/or<br><br>Province - Intergovernmental Affairs | Prior to starting negotiations.                  |
| 2 | Negotiate Domestic Interjurisdictional Agreement or amendment.   | All relevant parties   | As agreed.                                       |
| 3 | Seek advice of Nunatsiavut Government on any Legislation to implement the Domestic Interjurisdictional Agreement or amendment related to Wildlife, Plants or Habitat.<br><br>Provide time frame for response.                      | Province   | Prior to preparing Legislation.                  |
| 4 | Provide advice.  | Nunatsiavut Government   | As per any time frame established in Activity 3. |
| 5 | Pass Legislation.  | Province   | As desired.                                      |

**PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS**

Any Legislation implementing a Domestic Interjurisdictional Agreement that relates to a matter dealt with in this Activity Sheet and that applies in or affects the Labrador Inuit Settlement Area shall be interpreted and administered to treat Inuit on at least as favourable a basis as any other aboriginal people of Canada

affected by the Domestic Interjurisdictional Agreement (12.14.4).

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***FINAL AGREEMENT PROVISIONS***

- 12.14.5 The Province shall seek the advice of the Nunatsiavut Government prior to the preparation of any Legislation that relates to this chapter and is intended to effect the implementation of a Domestic Interjurisdictional Agreement.
- 12.14.6 When Canada or the Province negotiates a Domestic Interjurisdictional Agreement or an amendment to a Domestic Interjurisdictional Agreement existing on the Effective Date that might affect Wildlife, Plants or Habitat in the Labrador Inuit Settlement Area, the Nunatsiavut Government shall have a role in the negotiations commensurate with its status, functions and responsibilities.
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***CROSS-REFERENCED AND RELATED PROVISIONS***

General Definition and Interpretations - 1.1.1 - “Habitat”, “Plant”, “Wildlife”