

Activity Sheet: 14-1

SUBJECT: Marine Transportation in the Zone

OBLIGATION: Identify a representative for Canada to assume liability
14.4.1

PARTIES: Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Specify a Person, fund or both capable of assuming liability for marine transportation matters specified in section 14.3.1 (c) of the Agreement.	Canada	As soon as practicable.
2	Notify Nunatsiavut Government of selection.	Canada	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Similar language was used in the Nunavut Land Claims Agreement and in that case the Ship Source Oil Pollution Fund was identified as the designated body.

FINAL AGREEMENT PROVISIONS

14.4.1 Canada shall specify a Person, a fund, or both, capable of assuming liability for marine transportation under subsection 14.3.1(c).

CROSS REFERENCED AND RELATED PROVISIONS

14.3.1(c) - Applicable liability areas with respect to marine transportation in the Zone.

Activity Sheet: 14-2

SUBJECT: Legislation Limiting Liability of Developers

OBLIGATION: Federal and Provincial Legislation limiting liability of Developers
14.6.2

PARTIES: Canada
Province

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop legislation providing for the limitation of liability, including provisions that: a) require proof of financial responsibility and the provision of security deposits by Developers; b) limit liability at levels sufficient to cover reasonably foreseeable damages; and, c) any other matters.	Canada Province	As desired.

FINAL AGREEMENT PROVISIONS

- 14.6.2 If federal or Provincial Legislation provides for the limitation of liability of Developers under this chapter or for methods of setting limits on the liability of such Developers, the Legislation:
- a) shall require proof of financial responsibility and provide for security deposits by such Developers;
 - b) shall set limits on liability at levels sufficient to cover reasonably foreseeable damages in relation to various Developments; and
 - c) may provide for any other matters not inconsistent with this chapter.

CROSS REFERENCED AND RELATED PROVISIONS

14.3.1 - Types of Development subject to Harvesting Compensation.

Activity Sheet: 14-3

SUBJECT: Legislation Limiting Liability of Developers

OBLIGATION: Federal and Provincial Enforcement Legislation
14.6.3

PARTIES: Canada
Province

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Give consideration to including enforcement mechanisms for the collection of Compensation in Legislation to implement the Harvesting Compensation Chapter.	Canada Province	When drafting Legislation.

FINAL AGREEMENT PROVISIONS

14.6.3 Recognizing Inuit concerns regarding collection of Compensation, Governments shall give consideration to including enforcement mechanisms in Legislation to implement this chapter.

Activity Sheet: 14-4

SUBJECT: Procedure for submitting a Claim

OBLIGATION: Initial submissions by Claimants
14.5.4, 14.7.2, 14.7.3, 14.7.5, 14.7.7 - 14.7.9

PARTIES: Claimants (including Nunatsiavut Government)
Developer
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine whether a loss or damage has occurred as described in section 14.5.1 of the Agreement.	Claimant	As necessary.
2	Make all reasonable attempts to mitigate loss or damage.	Claimant	Once loss or damage has been identified.
3	Provide written notice to Developer identifying loss or damage.	Claimant	Within 3 years of date on which loss or damage occurred or became known to the Claimant, whichever is later.
4	Attempt to settle Claim.	Developer Claimant	Within 30 clear days of receipt of written notice.
5	Refer Claim to Arbitration Panel for resolution.	Claimant	As desired if no settlement is reached within 30 clear days of written notice.
6	Determine location of hearings, keeping in mind the convenience of the Claimant.	Arbitration Panel	Before hearing Claim.
7	Hear Claim in accordance with provisions of Chapter 21 and sections 14.7.4. and 14.7.6 of the Agreement.	Arbitration Panel	In accordance with Chapter 21.
8	Determine liability under Part 14.5 of the Agreement and	Arbitration Panel	Within 30 clear days of completing hearing.

	award Compensation, or dismiss Claim.		
9	Request review of Compensation award.	Any party to the arbitration affected by the award.	If new facts or circumstances or new evidence becomes available.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

A Claimant may pursue a Claim alone, together with other Claimants or through the Nunatsiavut Government (14.7.1).

An Arbitration Panel, in hearing a Claim, shall give weight to Inuit traditional knowledge and shall take into account the social, cultural, economic, and commercial importance of Wildlife, Plants, Fish and Aquatic Plants to Inuit (14.7.4).

In determining an amount of Compensation to be awarded for loss or damage, an Arbitration Panel may take into account any act by the Claimant which contributed to the Claimant’s loss or damage (14.7.6).

This Activity Sheet applies to the Developer and any Subsequent Developer of the Voisey’s Bay Project as the Voisey’s Bay Project is absolutely deemed to be a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands (8.3.7).

A Developer is not liable where that Developer establishes that the loss or damage was wholly the result of an act of God, war, hostilities, civil war or insurrection (14.5.2).

As a general principle, Compensation shall not be a guaranteed annual income in perpetuity (14.7.7).

A Claimant making a Claim may not exercise any right or remedy the Claimant may have had to pursue the Claim in court (14.7.10).

If a Claim against a Developer is dismissed, the same Claim may not be made again against the same Developer by the same Claimant, but the Claimant may initiate another Claim against another Developer under this chapter (14.7.11).

In respect of commercial marine transportation, for losses incurred in or through LISA or Water Adjacent to the Zone, Inuit shall be entitled to compensation under federal or Provincial Laws of General Application (14.4.2).

FINAL AGREEMENT PROVISIONS

14.5.4 For purposes of section 14.5.1, Claimants shall make all reasonable attempts to mitigate the loss or damage referred to in that section.

14.7.2 A Claimant shall give written notice of a Claim to a Developer within 3 years from the date on which the loss or damage occurred or within 3 years from the date on which the loss or damage became known to

- the Claimant, whichever is the later, and if not given within that time, no Claim may be made.
- 14.7.3 If a Claim is not settled within 30 clear days from the date of receipt by the Developer of the notice referred to in section 14.7.2, a Claimant may refer the Claim to an Arbitration Panel.
- 14.7.5 An Arbitration Panel, within 30 clear days from the date of completing the hearing of a Claim, shall determine:
- (a) liability under part 14.5 with respect to the Claim; and
 - (b) Compensation.
- 14.7.7 As a general principle, Compensation shall not be a guaranteed annual income in perpetuity. A Compensation award may be reviewed by an Arbitration Panel at the request of any party to the arbitration that is affected by the award but only at such time as new facts or circumstances may arise or new evidence may become available.
- 14.7.8 When an Arbitration Panel decides where to hold a hearing, the convenience of the Claimant shall be a major factor.
- 14.7.9 If an Arbitration Panel determines that loss or damage referred to in section 14.5.1 resulted from a Development of more than one Developer, those Developers shall be jointly and severally liable for the whole loss or damage.
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CROSS REFERENCED AND RELATED PROVISIONS

- 14.1.1 - "Claimant"
 - 14.3.1 - Types of Developments against which a claim may be made
 - 14.5.1 - Absolute Liability of Developer
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BUDGET AND FUNDING RESPONSIBILITIES

Costs associated with the Arbitration process are to be shared equally among the participants, unless the Panel determines otherwise (21.7.6).