

Activity Sheet: 2-1

SUBJECT: Transfer of a federal program to the Province

OBLIGATION: Consult prior to transfer of a federal program for Inuit to the Province
2.6.2

PARTIES: Canada
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of intent to transfer a federal program for Inuit to the Province. Provide: a) sufficient details; and b) reasonable time frame for response.	Canada	Upon decision to transfer a federal program for Inuit to the Province.
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 Nunatsiavut Government.	Canada	As soon as practicable, prior to transferring a federal program.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

For this Activity Sheet any number of federal Departments may be involved depending on the program being transferred.

FINAL AGREEMENT PROVISIONS

2.6.2 Prior to any transfer to the Province of any federal program for Inuit, Canada shall Consult the Nunatsiavut Government.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult"

Activity Sheet: 2-2

SUBJECT: Other aboriginal peoples of Canada

OBLIGATION: Amend the Agreement if a court decides that a provision is inoperative
2.10.2

PARTIES: Nunatsiavut Government
Province
Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Amend Agreement, as per Activity Sheet 2-6, to remedy provisions that are wholly or partially inoperative or ineffective.	Nunatsiavut Government Province Canada	Upon determination of a court of last resort that a provision of the Agreement affects the rights of aboriginal peoples of Canada, other than Inuit.

FINAL AGREEMENT PROVISIONS

2.10.2 If a court of last resort determines that section 2.10.1 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective because such provision would otherwise affect rights under section 35 of the *Constitution Act, 1982* of any aboriginal peoples of Canada other than Inuit, the Parties shall amend the Agreement so as to remedy or replace such provision.

SUBJECT: Other aboriginal peoples of Canada

OBLIGATION: Amend the Agreement to address adverse effects resulting from another land claim
2.10.3

PARTIES: Nunatsiavut Government
Canada
Province

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request Canada and the Province to enter into negotiations to amend Agreement to provide Inuit with additional or replacement rights or other appropriate remedies.	Nunatsiavut Government	Upon determination that another aboriginal land claims agreement entered into by Canada or the Province adversely affects Inuit rights as set out in the Agreement.
2	Enter into negotiations to amend the Agreement.	Nunatsiavut Government Canada Province	Upon request of Nunatsiavut Government.
3	Refer any disputed matter to arbitration under Chapter 21.	Nunatsiavut Government Canada Province	As desired, after 90 clear days from the commencement of negotiations.

FINAL AGREEMENT PROVISIONS

2.10.3 If Canada or the Province enters into a land claims agreement with any aboriginal people of Canada other than Inuit and such land claims agreement adversely affects Inuit rights as set out in the Agreement, Canada and the Province shall, at the request of the Nunatsiavut Government, negotiate an amendment to the Agreement to provide Inuit with additional or replacement rights or other appropriate remedies and if the Parties fail to reach agreement on such amendment within 90 clear days from the commencement of negotiations, any Party may refer the matter to arbitration under chapter 21.

CROSS-REFERENCED AND RELATED PROVISIONS

Chapter 21: Dispute Resolution - “Arbitration”

Activity Sheet: 2-4

SUBJECT: Indemnity**OBLIGATION: Defend against legal challenges to the Agreement
2.12.1 & 2.12.3****PARTIES: Province
Canada
Nunatsiavut Government**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Vigorously defend against any suit, action, claim, demand or proceedings arising from section 2.12.1 of the Agreement.	Province - or - Canada	As required.
2	Notify Nunatsiavut Government of intent to enter into compromise or settlement and request consent.	Province - or - Canada	Before entering into compromise or settlement.
3	Make decision on request to enter into compromise or settlement.	Nunatsiavut Government	As soon as practicable.
4	Enter into compromise or settlement.	Province - or - Canada	Upon receipt of consent from Nunatsiavut Government.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Nunatsiavut Government is not responsible for covering the legal costs of Canada or the Province in cases where Inuit initiate the legal action (2.12.2).

A Party will not be indemnified if a claim arises from its failure to carry out its obligations under the Agreement (2.12.4).

FINAL AGREEMENT PROVISIONS

2.12.1 The Nunatsiavut Government will indemnify and forever save harmless Canada or the Province, as the case may be, from all damages, costs, losses, or liabilities that Canada or the Province, respectively, may suffer or incur in connection with or as a result of any suits, actions, causes of action, claims, proceedings, or

demands initiated or made after the Effective Date by Inuit against Canada or the Province relating to or arising from:

- (a) the aboriginal rights ceded and released under section 2.11.2;
- (b) any act or omission by Canada or the Province before the Effective Date that may have affected or infringed any aboriginal right that has not been ceded and released by virtue of section 2.11.3; and
- (c) the existence of an aboriginal right that is determined to be other than or different in attribute or geographical extent from the rights of Inuit as set out in the Agreement.

2.12.3 Canada or the Province, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.12.1 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of the Nunatsiavut Government.

SUBJECT: Indemnity

OBLIGATION: Defend against legal challenges to the Agreement
2.12.6

PARTIES: Labrador Inuit Association
Inuit
Nunatsiavut Government
Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Vigorously defend against any suit, action, claim, demand or proceedings arising from section 2.12.5 of the Agreement.	Labrador Inuit Association Inuit Nunatsiavut Government	As required.
2	Notify Canada of intent to enter into compromise or settlement and request consent.	Labrador Inuit Association Inuit Nunatsiavut Government	Before entering into compromise or settlement.
3	Make decision on request to enter into compromise or settlement.	Canada	As soon as practicable.
4	Enter into compromise or settlement.	Labrador Inuit Association Inuit Nunatsiavut Government	Upon receipt of consent from Canada.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Parties to this Activity Sheet are limited to Canada, the Nunatsiavut Government, the Labrador Inuit Association and Inuit since section 2.12.5 deals exclusively with issues of federal jurisdiction including Migratory Birds, Fish and Aquatic Plants.

Canada indemnifies and saves harmless Inuit, the Nunatsiavut Government, and Labrador Inuit Association from any suit, action, claim, demand, proceeding, damage, cost, loss, liability and entitlement whether known or unknown that is initiated, made or incurred after the Effective Date against Inuit, the Nunatsiavut Government or Labrador Inuit Association by any Person other than an Inuk, the Nunatsiavut

Government or Labrador Inuit Association that arises from Inuit Harvesting rights under chapter 12, for Migratory Birds, and under chapter 13, for Fish and Aquatic Plants where that suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement relates to the effect of those Inuit rights on any Harvesting rights of the Person initiating, making or incurring the suit, action, claim, demand, proceeding, damage, cost, loss, liability or entitlement (2.12.5).

FINAL AGREEMENT PROVISIONS

2.12.6 Inuit, the Nunatsiavut Government and Labrador Inuit Association, as the case may be, shall vigorously defend any suit, action, claim, demand or proceeding referred to in section 2.12.5 and shall not compromise or settle any suit, action, claim, demand or proceeding without the consent of Canada.

SUBJECT: Amending the Agreement

OBLIGATION: Obtain consent to amend the Agreement
2.16.1 & 2.16.2

PARTIES: Designated Inuit Organization (DIO)
Province
Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request consent of the other Parties to amend the Agreement.	Designated Inuit Organization Province Canada	As a result of a court finding any provision of the Agreement invalid or as directed by a provision of the Agreement or by mutual agreement.
2	Give consent: a) in the case of Canada, by order of the Governor in Council; b) in the case of the Province, by order of the Lieutenant-Governor in Council; and c) in the case of Inuit, by resolution of the DIO.	Designated Inuit Organization Province Canada	As agreed.
3	Give effect to agreed upon amendment(s).	Designated Inuit Organization Province Canada	On the date agreed to by the Parties, but if no date is agreed to, on the date that the last Party gives its consent.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

"Designated Inuit Organization" means Labrador Inuit Association, the Nunatsiavut Government, or any organization that is constituted by, controlled by and answerable to Inuit; and is designated by Labrador Inuit Association to enjoy a right or exercise a power, function or authority that may be assigned to and exercised by a Designated Inuit Organization under the Agreement (1.1.1).

Provisions in overlap agreements, if any, in respect of any overlapping interests between Inuit and other aboriginal peoples of Canada may, with the agreement of the Parties, be set out in the Agreement (2.10.4).

FINAL AGREEMENT PROVISIONS

2.16.1 Unless otherwise provided in the Agreement, an amendment to the Agreement shall require the consent of the Parties and:

- (a) Canada will give its consent by an order of the Governor in Council;
- (b) the Province will give its consent by an order of the Lieutenant-Governor in Council; and
- (c) Inuit will give their consent by a resolution of the Designated Inuit Organization.

2.16.2 An amendment to the Agreement takes effect on the date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.

CROSS-REFERENCED AND RELATED PROVISIONS

2.13.3 - "Decision by a court requiring an amendment"

2.10.3 - "Amendment to address adverse effects of another land claim"

Labrador Inuit Constitution - 3.2.1

Activity Sheet: 2-7

SUBJECT: Communications**OBLIGATION:** Notification of address changes
2.20.7 & 2.20.9**PARTIES:** Nunatsiavut Government
Province - Department of Labrador and Aboriginal Affairs
Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify, in writing, other Parties to the Agreement of changes to addresses or fax numbers for official communications.	Nunatsiavut Government Province - Department of Labrador and Aboriginal Affairs Canada	Immediately upon modification of addresses or fax numbers.
2	Provide updated addresses and fax numbers to relevant internal departments and agencies.	Nunatsiavut Government Province - Department of Labrador and Aboriginal Affairs Canada	Upon receipt of change.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Communications from Inuit Government to Canada shall be in one of the official languages and in English for the Province (2.20.1).

Communications from Canada or the Province to Inuit Government shall be in English or in Inuktitut, if they so choose (2.20.2).

If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered, transmitted, or mailed to the intended recipient as set out below (2.20.8):

For: Canada
Attention: Indian and Northern Affairs Minister's Office
House of Commons
PO Box: Room 707 West
Block
Ottawa, Ontario K1A 0A6

For: the Province
Attention: Land Claims Division
Dept. of Lab. and Aboriginal Affairs

Govt. of Newfoundland and Labrador
P.O. Box 8700
St. John's, NL
A1B 4J6

For: Nunatsiavut Government
Attention: President
Nunatsiavut Government
P.O. Box 70
Nain, NL
A0P 1L0

FINAL AGREEMENT PROVISIONS

- 2.20.7 The Parties will provide to each other addresses for delivery of communications under the Agreement, and subject to section 2.20.8, will deliver a communication to the address provided by each other Party.
- 2.20.9 A Party may change its address or fax number specified under section 2.20.8 by giving a notice of the change to the other Parties.