

SUBJECT: Additions to Labrador Inuit Lands (LIL)

OBLIGATION: Acquisition of freehold title to land in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) and the Inuit Communities
4.4.7

PARTIES: Nunatsiavut Government
Canada
Province - Department of Environment and Conservation (Crown Lands Division) (Surveys and Mapping Division)
- Department of Labrador and Aboriginal Affairs

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request consent of Canada and the Province to hold land as LIL.	Nunatsiavut Government	As desired, if the Nunatsiavut Government acquires freehold title under Provincial Law to a parcel of land located in LISA outside LIL and the Inuit Communities.
2	Grant or deny request by Nunatsiavut Government.	Canada Province -Department of Environment and Conservation (Crown Lands Division) (Surveys and Mapping Division) Province - Department of Labrador and Aboriginal Affairs	As soon as practicable.
3	Amend LIL boundaries in Map Atlas and appendix A-3 of the Agreement.	Canada Province -Department of Environment and Conservation (Surveys and Mapping Division) Province - Department of Labrador and Aboriginal Affairs Nunatsiavut Government	As agreed.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Free hold grants or leases of Crown Land require a survey under Section 10 of the *Lands Act*.

A survey of a boundary of Labrador Inuit Lands that has been conducted and been approved by the Parties by an amendment to the Agreement supercedes and replaces the original map and description of the boundary.

FINAL AGREEMENT PROVISIONS

- 4.4.7 If the Nunatsiavut Government acquires freehold title under Provincial Law to a parcel of land located in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, that parcel of land may, with the consent of Canada and the Province, be held as Labrador Inuit Lands under section 4.4.1.
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BUDGET AND FUNDING RESPONSIBILITIES

Unless they otherwise agree, neither Canada nor the Province is responsible for the cost of a survey associated with the acquisition of freehold title to lands in LISA outside LIL and the Communities by the Nunatsiavut Government under this Activity Sheet.

SUBJECT: Inuit title to Labrador Inuit Lands (LIL)

OBLIGATION: Provincial guarantee to title to LIL
4.4.8

PARTIES: Province - Department of Environment and Conservation (Crown Lands Division)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Guarantee the title of Inuit in LIL.	Province - Department of Environment and Conservation (Crown Lands Division)	As required, ongoing after the Effective Date.

FINAL AGREEMENT PROVISIONS

4.4.8 The Province shall guarantee the title of Inuit in Labrador Inuit Lands.

SUBJECT: Boundaries, Surveys and Descriptions

**OBLIGATION: Conduct initial survey of lands identified in appendix E-1
4.5.1, 4.5.8, 4.5.9**

PARTIES:
Nunatsiavut Government
Canada - Natural Resources Canada
- Indian and Northern Affairs Canada
Province - Department of Environment and Conservation (Surveys and Mapping Division)
- Department of Labrador and Aboriginal Affairs
Contractor

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish a competitive bidding process for surveying lands identified in appendix E-1.	Nunatsiavut Government	As soon as practicable after the Effective Date.
2	Review bids and award contract.	Nunatsiavut Government	Upon receipt of bids.
3	Carry out surveys in accordance with recognized Provincial surveying standards.	Contractor	As per the terms of the contract.
4	Approve survey and amend the Agreement.	Canada - Natural Resources Canada Canada - Indian and Northern Affairs Canada Province -Department of Environment and Conservation (Surveys and Mapping Division) Nunatsiavut Government	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

For Canada, the surveys will be reviewed by Natural Resources Canada and amendments will be approved by Indian and Northern Affairs.

For the Province, the surveys will be reviewed by Department of Environment and Conservation (Surveys and Mapping Division) and amendments will be approved by the Department of Labrador and Aboriginal Affairs.

If there is a Dispute between two of the Parties or among all of the Parties respecting the cost or accuracy of a survey, the Dispute shall be resolved under chapter 21. There can be no disputes as to the necessity of these initial surveys as they were agreed to in appendix E-1 (4.5.6).

FINAL AGREEMENT PROVISIONS

- 4.5.1 The Labrador Inuit Lands identified in appendix E-1 shall be surveyed as soon as practicable after the Effective Date.
- 4.5.8 Surveys that are required under this part, other than those referred to in section 4.5.5, shall be contracted by the Nunatsiavut Government, on condition that:
- (a) the Nunatsiavut Government establishes a competitive bidding process for the awarding of those contracts; and
 - (b) the surveys shall be carried out according to recognized Provincial surveying standards,
- but the Nunatsiavut Government incurs no financial obligation for the cost of a survey conducted under section 4.5.1, 4.5.2 or 4.5.3.
- 4.5.9 A survey of a boundary of Labrador Inuit Lands that has been conducted under this part and has been approved by the Parties by an amendment to the Agreement supersedes and replaces the original map and description of the boundary.

CROSS-REFERENCED AND RELATED PROVISIONS

Chapter 2: General Provisions - 2.16.2 - Amendments to the Agreement
4.5.9 - Amended boundaries to LIL supersede original maps and descriptions in the Agreement
Appendix E-1: Lands to be surveyed

BUDGET AND FUNDING RESPONSIBILITIES

The Nunatsiavut Government incurs no financial obligation for the cost of surveys conducted under this Activity Sheet.

SUBJECT: Boundaries, Surveys and Descriptions

OBLIGATION: All Party surveys of Labrador Inuit Lands (LIL) boundaries after Effective Date 4.5.2, 4.5.8, 4.5.9

**PARTIES: Nunatsiavut Government
Canada
Province - Department of Environment and Conservation (Surveys and Mapping Division)
- Department of Labrador and Aboriginal Affairs
Contractor**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine whether a survey is required to better define a location of a boundary or part of a boundary of LIL.	Nunatsiavut Government Canada Province - Department of Environment and Conservation (Surveys and Mapping Division) Province - Department of Labrador and Aboriginal Affairs	As agreed.
2	Establish a competitive bidding process for surveying LIL.	Nunatsiavut Government	Upon agreement amongst the Parties to undertake a survey.
3	Review bids and award contract.	Nunatsiavut Government	Upon receipt of bids.
4	Carry out surveys in accordance with recognized Provincial surveying standards.	Contractor	As per the terms of the contract.
5	Approve survey and amend Agreement.	Canada Province - Department of Environment and Conservation (Surveys and Mapping Division) Province - Department of Labrador and Aboriginal Affairs	As soon as practicable.

		Nunatsiavut Government	
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PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

For Canada, the surveys will be reviewed by Natural Resources Canada and amendments will be approved by Indian and Northern Affairs.

For the Province, the surveys will be reviewed by Department of Environment and Conservation (Surveys and Mapping Division) and amendments will be approved the Department of Labrador and Aboriginal Affairs.

If there is a Dispute between two of the Parties or among all of the Parties respecting the cost, necessity for or accuracy of a survey conducted under this Activity Sheet or the location of a boundary or part of a boundary of LIL, the Dispute shall be resolved under chapter 21 (4.5.6).

FINAL AGREEMENT PROVISIONS

- 4.5.2 If, after the Effective Date, a survey is required by the Parties to better define the location of a boundary or part of a boundary of Labrador Inuit Lands, the required survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.
- 4.5.8 Surveys that are required under this part, other than those referred to in section 4.5.5, shall be contracted by the Nunatsiavut Government, on condition that:
- (a) the Nunatsiavut Government establishes a competitive bidding process for the awarding of those contracts; and
 - (b) the surveys shall be carried out according to recognized Provincial surveying standards
- but the Nunatsiavut Government incurs no financial obligation for the cost of surveys conducted under sections 4.5.1, 4.5.2 and 4.5.3.
- 4.5.9 A survey of a boundary of Labrador Inuit Lands that has been conducted under this part and has been approved by the Parties by an amendment to the Agreement supersedes and replaces the original map and description of the boundary.

CROSS-REFERENCED AND RELATED PROVISIONS

General Provisions - 2.16.2 - Amendments to the Agreement

BUDGET AND FUNDING RESPONSIBILITIES

The Nunatsiavut Government incurs no financial obligation for the cost of surveys conducted under this Activity Sheet.

SUBJECT: Boundaries, Surveys and Descriptions

OBLIGATION: Conduct unilateral surveys of Labrador Inuit Lands (LIL) boundaries after Effective Date 4.5.4, 4.5.8, 4.5.9

**PARTIES: Nunatsiavut Government
Canada
Province - Department of Environment and Conservation (Surveys and Mapping Division)
- Department of Labrador and Aboriginal Affairs
Contractor**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine whether a survey is required to better define a location of a boundary or part of a boundary of LIL.	Nunatsiavut Government - or - Canada - or - Province - Department of Environment and Conservation (Surveys and Mapping Division)	As desired.
2	Establish a competitive bidding process for surveying LIL.	Nunatsiavut Government	Upon decision of a Party to undertake survey.
3	Review bids and award contract.	Nunatsiavut Government	Upon receipt of bids.
4	Carry out surveys in accordance with recognized Provincial surveying standards.	Contractor	As per the terms of the contract.
5	Submit the survey results to the Parties for approval and amendment of the Agreement.	Canada Province - Department of Environment and Conservation (Surveys and Mapping Division) Province - Department of Labrador and Aboriginal Affairs Nunatsiavut Government	As desired.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If there is a Dispute between or among the Parties respecting the cost, necessity for or accuracy of a survey conducted under this Activity Sheet or the location of a boundary or part of a boundary of LIL, the Dispute shall be resolved under chapter 21 (4.5.6).

FINAL AGREEMENT PROVISIONS

- 4.5.4 Nothing in section 4.5.1, 4.5.2 or 4.5.8 prevents a Party from surveying a boundary or part of a boundary of Labrador Inuit Lands at its own discretion and at its own cost. The results of the survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.
- 4.5.8 Surveys that are required under this part, other than those referred to in section 4.5.5, shall be contracted by the Nunatsiavut Government, on condition that:
- (a) the Nunatsiavut Government establishes a competitive bidding process for the awarding of those contracts; and
 - (b) the surveys shall be carried out according to recognized Provincial surveying standards,
- but the Nunatsiavut Government incurs no financial obligation for the cost of a survey conducted under section 4.5.1, 4.5.2 or 4.5.3.
- 4.5.9 A survey of a boundary of Labrador Inuit Lands that has been conducted under this part and has been approved by the Parties by an amendment to the Agreement supersedes and replaces the original map and description of the boundary.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Provisions - 2.16.2 - Amendments to the Agreement

BUDGET AND FUNDING RESPONSIBILITIES

The Party undertaking the survey on this Activity Sheet is responsible for the costs.

SUBJECT: Boundaries, Surveys and Descriptions

OBLIGATION: Surveys to resolve Disputes regarding Labrador Inuit Lands (LIL) boundary location
4.5.3, 4.5.8, 4.5.9

PARTIES: Canada
Province - Department of Environment and Conservation (Surveys and Mapping Division)
- Department of Labrador and Aboriginal Affairs
Nunatsiavut Government
Contractor

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine whether a survey is required to resolve a Dispute regarding the location of LIL boundary or part of a boundary.	Canada Province - Department of Environment and Conservation (Surveys and Mapping Division) Nunatsiavut Government	If at least two of the Parties agree that a survey is required to resolve the Dispute regarding boundary location.
2	Establish a competitive bidding process for surveying LIL.	Nunatsiavut Government	Upon decision of at least two Parties to undertake survey.
3	Review bids and award contract.	Nunatsiavut Government	Upon receipt of bids.
4	Carry out surveys in accordance with recognized Provincial surveying standards.	Contractor	As per the terms of the contract.
5	Submit the survey results to the other Parties for approval and amendment of the Agreement.	Canada Province - Department of Environment and Conservation (Surveys and Mapping Division) Province - Department of Labrador and Aboriginal Affairs Nunatsiavut Government	As soon as practicable upon completion of the survey.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If there is a Dispute between or among the Parties respecting the cost, necessity for or accuracy of a survey under this part or the location of a boundary or part of a boundary of LIL the Dispute shall be resolved under Chapter 21 (4.5.6).

A survey of a boundary of LIL that has been conducted under this part and has been approved by the Parties by amendment to the Agreement supersedes and replaces the original map and description of the boundary (4.5.9).

FINAL AGREEMENT PROVISIONS

- 4.5.3 If there is a Dispute concerning the location of a boundary or part of a boundary of Labrador Inuit Lands, the boundary or part of the boundary shall be surveyed if at least two of the Parties agree that a survey is required and, subject to section 4.5.8, the cost of the survey shall be paid by those Parties. The survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.
- 4.5.8 Surveys that are required under this part, other than those referred to in section 4.5.5, shall be contracted by the Nunatsiavut Government, on condition that:
- (a) the Nunatsiavut Government establishes a competitive bidding process for the awarding of those contracts; and
 - (b) the surveys shall be carried out according to recognized Provincial surveying standards,
- but the Nunatsiavut Government incurs no financial obligation for the cost of a survey conducted under section 4.5.1, 4.5.2 or 4.5.3.
- 4.5.9 A survey of a boundary of Labrador Inuit Lands that has been conducted under this part and has been approved by the Parties by an amendment to the Agreement supersedes and replaces the original map and description of the boundary.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Provisions - 2.16.2 - Amendments to the Agreement
General Definitions and Interpretation - 1.1.1 - "Dispute"

BUDGET AND FUNDING RESPONSIBILITIES

The Parties undertaking the survey on this Activity Sheet are responsible for the costs, except the Nunatsiavut Government incurs no financial obligations (4.5.8).

SUBJECT: Carving Stone

OBLIGATION: Apply for a Carving Stone permit for Labrador Inuit Lands (LIL) 4.6.1 & 4.6.4

PARTIES: Person
Nunatsiavut Government
Province - Department of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Apply to the Nunatsiavut Government for permit to extract, use, or dispose of Carving Stone from LIL.	Person	Prior to extraction, use, or disposal of Carving Stone.
2	Review permit application and determine if Province issued a Subsurface Interest in the location designated in the request.	Nunatsiavut Government	As soon as practicable.
3	If Province has issued a Subsurface Interest in that location, notify Province of intent to issue a Carving Stone Permit, including terms and conditions which allow the rights of the Subsurface Interest holder to be respected. Provide: a) sufficient details; and b) reasonable time frame for response.	Nunatsiavut Government	As soon as practicable after identifying Subsurface Interest.
4	Review information as provided; prepare and submit views.	Province - Department of Natural Resources (Mines Branch)	As per time frame established in Activity 3 (b).
5	Give full and fair consideration to views presented by the Province.	Nunatsiavut Government	As soon as practicable upon receipt of views.

6	Decide whether to issue permit and include any pertinent terms and conditions.	Nunatsiavut Government	Upon consideration of views presented by the Province.
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PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The holder of a Carving Stone Permit may not use or dispose of the Carving Stone extracted under the Carving Stone Permit for any purpose other than carving (4.6.2).

A Person who holds a Subsurface Interest in LIL, whether that interest was acquired before or after the Effective Date, is subject to the rights of the Inuit in Carving Stone (4.6.3).

If there is a Dispute between the holder of a Carving Stone Permit and the holder of a Subsurface Interest the Dispute shall be resolved under chapter 21 (4.6.5).

The Inuit own in fee simple Labrador Inuit Lands, excluding Subsurface Resources, but including Carving Stone (4.4.1 (b)(ii)).

FINAL AGREEMENT PROVISIONS

4.6.1 A Person who wishes to extract, use or dispose of Carving Stone from Labrador Inuit Lands must obtain a permit from the Nunatsiavut Government.

4.6.4 If the Nunatsiavut Government intends to issue a Carving Stone Permit in a location where the Province has issued a Subsurface Interest, the Nunatsiavut Government shall Consult the Province to establish terms and conditions for the Carving Stone Permit that allow the extraction of Carving Stone to proceed and the rights of the Subsurface Interest holder to be respected.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Consult”, “Carving Stone”, “Person”, “Subsurface Interest”
 4.1.1 - “Carving Stone Permit”

SUBJECT: Carving Stone

OBLIGATION: Extraction of Carving Stone in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL)
4.6.7

PARTIES: Nunatsiavut Government
Province - Department of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Apply for quarry permit or lease in LISA outside LIL (excluding a National Park or a National Park Reserve), from the Province - Department of Natural Resources (Mines Branch).	Nunatsiavut Government	Upon determination that one or more Inuit have extracted more than 50 cubic metres of Carving Stone from a site during the year.
2	Decide whether to issue quarry permit or lease and set any applicable fees under any Laws of General Application.	Province - Department of Natural Resources (Mines Branch)	Upon receipt of application by Nunatsiavut Government.
3	Pay applicable fees.	Nunatsiavut Government	Within terms and conditions set out in permit or lease.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

An Inuk has the right to extract up to 50 cubic metres (1,765.5 cubic feet) per year of Carving Stone from Crown land in the LISA outside LIL, excluding a National Park or National Park Reserve, where such extraction does not interfere with the authorized use of the Crown land and of resources by holders of Surface Interests and Subsurface Interests (4.6.6).

The Nunatsiavut Government may recover any fees paid for a quarry permit or lease from the Inuk or Inuit engaged in the extraction of Carving Stone from the site (4.6.7).

Except for charges in 4.6.7, Inuit shall not be required to pay any fee or Royalty Tax on Carving Stone to which Inuit have a right for under the Agreement (4.6.8).

Any terms and conditions associated with the extraction of Carving Stone in a National Park and a National Park Reserve will be identified in the Park Impacts and Benefits Agreement (PIBA) (4.6.9).

FINAL AGREEMENT PROVISIONS

- 4.6.7 Where an Inuk or Inuit extract more than 50 cubic metres (1,765.5 cubic feet) per year of Carving Stone from a site under section 4.6.6, a quarry permit or lease must be obtained by the Nunatsiavut Government under Provincial Legislation and the Nunatsiavut Government shall pay applicable fees under the quarry permit or lease. The Nunatsiavut Government may recover any fees paid under a quarry permit or lease issued under this section from the Inuk or Inuit engaged in the extraction of Carving Stone from the site.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Carving Stone”

National Park and Protected Areas - 9.2.13 - Permits for extraction of Carving Stone in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve.

Park Impacts and Benefits Agreement (PIBA)

Provincial *Quarry Materials Act*

SUBJECT: Specified Materials

OBLIGATION: Quarrying in Specified Material Lands and resolution of any subsequent Disputes
4.7.2 - 4.7.7, 4.7.9

PARTIES: Person / Specified Material Permit holder
Nunatsiavut Government
Holder of Subsurface Interest
Arbitration Panel
Disputants

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Apply to Nunatsiavut Government for a Permit to quarry a Specified Material in Specified Material Lands.	Person	Prior to quarrying.
2	Provide notice to the Province - Department of Natural Resources (Mines Branch).	Nunatsiavut Government	Upon decision to issue Permit.
3	Quarry in accordance with Specified Material Permit.	Specified Material Permit holder	Ongoing for duration of Permit.
4	If conflict arises between the Nunatsiavut Government or Specified Material Permit holder and the Subsurface Interest holder, refer issues to Dispute Resolution process outlined in Chapter 21 of the Agreement.	Disputants	As required.
5	If Dispute proceeds to arbitration make an award specifying the terms and conditions of exercising either the right to the Specified Material or the right to the Subsurface Resource, or both so as to reduce the conflict as far as practicable.	Arbitration Panel	Within time frames established by the Dispute Resolution Board.

6	If conflict cannot be avoided give priority to Subsurface Interest holder and order payment of compensation.	Arbitration Panel	Upon decision that conflict cannot be avoided.
7	Pay compensation in accordance with sections 4.7.6 and 4.7.7 of the Agreement to Nunatsiavut Government and/or holder of Specified Material Permit.	Holder of Subsurface Interest	As per award.
8	Request Arbitration Panel to review and vary Arbitration Decision.	Person directly affected by the Arbitration Decision.	Where there has been a material change in relevant circumstances since the original decision.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Nunatsiavut Government may quarry, or permit any Person to quarry, a Specified Material in Specified Material Lands without payment of any fee or Royalty Tax to the Province (4.7.1).

The Nunatsiavut Government or a Person quarrying under a Specified Material Permit in Activity 3 and a Person exercising a right pursuant to a Subsurface Interest shall exercise their respective rights so far as practicable to avoid conflict between their respective rights (4.7.3).

For purposes of calculating the net present value of Specified Material, it is the net present value discounted at the prevailing industry-weighted average cost of capital. This net present value shall be determined through technical and economic feasibility and financing studies conducted by an agency or agencies qualified in conducting such studies, operating independently at arm’s length from the Specified Materials and Subsurface Resources rights holders, and conforming to accepted industry standards (4.7.8).

Except as directed in an Arbitration Decision, a Person exercising a right under a Subsurface Interest in Specified Material Lands may take, use, damage, or destroy any Specified Material incidental to the exercise of that right (4.7.10).

FINAL AGREEMENT PROVISIONS

- 4.7.2 No Person may quarry a Specified Material in Specified Material Lands without a Specified Material Permit and the Nunatsiavut Government shall give notice to the Province of any Specified Material Permit that it issues.
- 4.7.3 The Nunatsiavut Government or a Person quarrying under a Specified Material Permit and a Person exercising a right pursuant to a Subsurface Interest shall exercise their respective rights so far as practicable to avoid conflict between their respective rights.
- 4.7.4 If there is a Dispute under section 4.7.3 it shall be resolved under chapter 21.

- 4.7.5 If a Dispute referred to in section 4.7.4 is referred to arbitration, the Arbitration Panel shall make an award specifying the terms and conditions of exercising either the right to the Specified Material or the right to the Subsurface Resource, or both, so as to reduce the conflict as far as practicable. If a conflict cannot be avoided, the Arbitration Panel shall give priority to the rights of the holder of the Subsurface Interest subject to payment of compensation to the Nunatsiavut Government or the holder of the Specified Material Permit or, in circumstances referred to in section 4.7.7, to both.
- 4.7.6 Compensation awarded under section 4.7.5 is limited to:
- (a) reimbursement of any fees or costs associated with obtaining a Specified Material Permit;
 - (b) exploration expenses incurred for purposes of defining the Specified Material;
 - (c) the net present value of the Specified Material that would be partially or completely destroyed or that would otherwise be unavailable to the Nunatsiavut Government or the holder of the Specified Material Permit as a result of the priority given to the rights of the holder of the Subsurface Interest; and
 - (d) reimbursement of additional, reasonably foreseeable costs or losses that are a direct consequence of the priority given to the rights of the holder of the Subsurface Interest.
- 4.7.7 Compensation that is awarded to the Nunatsiavut Government under section 4.7.5 in circumstances where compensation is awarded to the holder of a Specified Material Permit under subsection 4.7.6(c), shall be limited to the difference between the charges, rents and royalties that would have been received by the Nunatsiavut Government from the holder of the Specified Material Permit pursuant to an Inuit Law under subsection 4.8.1(g) and the Revenues received by the Nunatsiavut Government in respect of the Subsurface Resource under part 7.3, if the charges, rents and royalties that would have been paid to the Nunatsiavut Government pursuant to an Inuit Law under subsection 4.8.1(g) exceed the amount of the Revenue shared under part 7.3.
- 4.7.9 An Arbitration Decision under section 4.7.5, including an award of compensation, may be reviewed and varied by an Arbitration Panel upon application by a Person directly affected by the Arbitration Decision where there has been a material change in relevant circumstances since the Arbitration Decision was made.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Person” which includes the Nunatsiavut Government, “Subsurface Interest”, “Specified Materials”, “Specified Material Lands”, “Revenues”, “Subsurface Resources”, “Arbitration Panel”, “Arbitration Decision”

4.1.1 - “Specified Materials Permit”

4.8.1(g) - Nunatsiavut Government law on the establishment and collection of fees and charges

Chapter 7: Economic Development - Part 7.3 - Revenue sharing in Labrador Inuit Lands

Chapter 21: Dispute Resolution

SUBJECT: Existing Surface Interests in Labrador Inuit Lands (LIL)

OBLIGATION: Nunatsiavut Government Law making in Labrador Inuit Lands (LIL) and assignment and renewal of existing Surface Interest in Labrador Inuit Lands (LIL)
4.8.1, 4.9.1, 4.9.3 - 4.9.6

PARTIES: Province - Department of Environment and Conservation (Crown Lands Division)
Interest Holder
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make laws related to relevant matters listed in section 4.8.1. of the Agreement related to Surface Interests in LIL and forward copies to the Province and Canada.	Nunatsiavut Government	Recommended on the Effective Date.
2	Assign rights and obligations associated with Surface Interests in LIL to Nunatsiavut Government.	Province - Department of Environment and Conservation (Crown Lands Division)	On Effective Date.
3	Apply to Nunatsiavut Government for renewal or extension of Surface Interest in LIL.	Interest Holder	Before expiry of Surface Interest.
4	Determine if Surface Interest holder has satisfied the terms and conditions of the original lease, licence or permit and criteria of section 4.9.3 of the Agreement.	Nunatsiavut Government	As soon as practicable.
5	If Interest Holder complied with original conditions and criteria of section 4.9.3 of the Agreement, renew, extend or modify Surface Interest including any additional reasonable terms and	Nunatsiavut Government	As soon practicable.

	conditions and charge fee(s) if desired.		
6	Refer any Dispute to dispute resolution process under Chapter 21 of the Agreement.	Interest Holder	As desired.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If there is a Conflict or inconsistency between an Inuit Law under this Activity Sheet and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency (4.8.2).

Any existing Surface Interest assigned by the Provincial Government continues in accordance with its terms and conditions, and vests fully in the Nunatsiavut Government upon its expiration if the holder of the Surface Interest chooses not to renew or extend it (4.9.2).

Any additional terms and conditions imposed by the Nunatsiavut Government shall be reasonable (4.9.5).

The Province will include a list of the Surface Interests in LIL outside the Inuit Communities upon transfer of lands.

This Activity Sheet does not apply to Surface Interests held by public utilities, which are addressed in Activity Sheet 4-12.

FINAL AGREEMENT PROVISIONS

4.8.1 Subject to the Agreement, the Nunatsiavut Government may make laws in relation to the following matters:

- (a) the administration and control of Labrador Inuit Lands;
- (b) the alienation or other disposition of Labrador Inuit Lands and interests in Labrador Inuit Lands;
- (c) the development, conservation and management of Labrador Inuit Lands;
- (d) the conveyance or use of Labrador Inuit Lands or interests in Labrador Inuit Lands as security for the discharge of an obligation or debt, whether by mortgage, pledge, assignment or other form of charge;
- (e) the attachment, confiscation or seizure of Labrador Inuit Lands or interests in Labrador Inuit Lands and executions against Labrador Inuit Lands or interests in Labrador Inuit Lands;
- (f) the granting of rights and interests, including the right to explore, in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and to Specified Materials in Specified Material Lands;

- (g) the establishment, levying, collection and administration of fees, charges, rents or royalties in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and to Specified Materials in Specified Material Lands;
 - (h) giving effect to the Exploration and Quarrying Standards;
 - (i) access to or use of Labrador Inuit Lands; and
 - (j) the imposition of fees, charges, rents or royalties in respect of access to Labrador Inuit Lands and use of Labrador Inuit Lands.
- 4.9.1 Where Labrador Inuit Lands are subject to a Surface Interest that has been issued by the Province and that is in existence on the Effective Date, the Province shall assign its rights and obligations under the Surface Interest to the Nunatsiavut Government.
- 4.9.3 If:
- (a) the holder of a Surface Interest referred to in section 4.9.1 has a right to apply for a renewal or extension of the interest under the terms and conditions of the lease, license, permit or Legislation under which the interest was held immediately prior to its assignment under section 4.9.1; or
 - (b) the term of the Surface Interest referred to in section 4.9.1 is five years or more,
- and the holder chooses to renew or extend the interest prior to the expiration of the interest, the holder shall make application to the Nunatsiavut Government to renew or extend the interest.
- 4.9.4 The Nunatsiavut Government shall renew or extend a Surface Interest referred to in section 4.9.3 if the interest holder has satisfied the terms and conditions of the lease, license or permit.
- 4.9.5 Except as otherwise provided in section 4.9.8, the Nunatsiavut Government may, at its discretion, impose additional terms and conditions upon the renewal or extension of a Surface Interest referred to in section 4.9.3, including the imposition of fees, charges, rents or royalties, but the additional terms or conditions shall be reasonable.
- 4.9.6 If there is a Dispute, other than a disagreement under section 4.9.9, between the holder of a Surface Interest referred to in section 4.9.3 and the Nunatsiavut Government in connection with the renewal or extension of the Surface Interest, the Dispute shall be resolved under chapter 21.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretations - 1.1.1 - "Surface Interest"
Chapter 21: Dispute Resolution
Self Government - 17.5.1 - Inuit Registry of Laws

SUBJECT: Existing Surface Interests in Labrador Inuit Lands (LIL)

OBLIGATION: Surface Interests held by public utilities in Labrador Inuit Lands (LIL)
4.9.1, 4.9.8, 4.9.9

PARTIES: Province - Department of Environment and Conservation (Crown Lands Division)
Nunatsiavut Government
Public utility interest holder
Commissioners of the Public Utilities Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Assign rights and obligations associated with public utility easements in LIL to Nunatsiavut Government and advise the relevant public utilities.	Province - Department of Environment and Conservation (Crown Lands Division)	On Effective Date.
2	Apply to Nunatsiavut Government for issuance, review, renewal or extension of public utility easement in LIL.	Public utility interest holder	Before expiry of Surface Interest.
3	Issue, renew, review or extend public utility easement on the same terms and conditions imposed elsewhere by the Province in similar circumstances.	Nunatsiavut Government	As soon practicable.
4	Refer any disagreement to Commissioners of the Public Utilities Board.	Public utility Nunatsiavut Government	Upon disagreement regarding an easement.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

After the Effective Date, the Nunatsiavut Government has the exclusive authority to issue public utility easements on Labrador Inuit Lands in an Inuit Community (4.9.7). The Community Governments will be responsible for this function in the Inuit Communities (17.43.1) (See Activity Sheet 17-22).

The term easements includes utility poles and other infrastructure.

FINAL AGREEMENT PROVISIONS

- 4.9.1 Where Labrador Inuit Lands are subject to a Surface Interest that has been issued by the Province and that is in existence on the Effective Date, the Province shall assign its rights and obligations under the Surface Interest to the Nunatsiavut Government.
- 4.9.8 The terms and conditions, including fees, charges and rents, imposed by the Nunatsiavut Government upon the issuance, review, renewal or extension of the public utility easements assigned under section 4.9.1 or referred to in section 4.9.7 shall be the same as the terms and conditions imposed by the Province for easements held by public utilities in similar circumstances in Newfoundland and Labrador.
- 4.9.9 If there is a disagreement between a public utility and the Nunatsiavut Government arising under this part in connection with the issuance, review, renewal or extension of a public utility easement assigned under section 4.9.1 or referred to in section 4.9.7 the disagreement shall not be referred to arbitration under chapter 21 but shall be resolved by the Commissioners of the Public Utilities Board.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Surface Interest"
10.8.1, 10.8.2 - Provisions for Uses not conforming to Land Use Plan
Self-Government - 17.43 - Public utility easement on Crown Lands
Chapter 21: Dispute Resolution

SUBJECT: Surface Interests in Labrador Inuit Settlement Area (LISA) outside of Labrador Inuit Lands (LIL)

OBLIGATION: Notify Nunatsiavut Government regarding surface title in LISA outside LIL
4.10.1 - 4.10.2

PARTIES: Canada
Province - Department of Environment and Conservation
(Crown Lands Division)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide Nunatsiavut Government with information regarding alienation or other disposition of surface title of their respective Crown lands in LISA outside LIL.	Canada Province - Department of Environment and Conservation (Crown Lands Division)	Ongoing after Effective Date.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Although written as a combined activity, these are separate functions. The Province is responsible for providing information respecting Provincial Crown Lands in LISA outside LIL, and Canada is responsible for providing information respecting federal Crown Lands in LISA.

FINAL AGREEMENT PROVISIONS

4.10.1 The Province shall provide to the Nunatsiavut Government on an ongoing basis information respecting the alienation or other disposition of surface title to Provincial Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

4.10.2 Canada shall provide to the Nunatsiavut Government on an ongoing basis information respecting the alienation or other disposition of federal Crown land in the Labrador Inuit Settlement Area.

SUBJECT: Subsurface Interests

OBLIGATION: Negotiate Exploration and Quarrying Standards
4.11.6, 4.11.7, 4.11.9 - 4.11.11

PARTIES: Nunatsiavut Government
Province - Department of Natural Resources (Mines Branch)
Dispute Resolution Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Negotiate standards for Exploration in Labrador Inuit Lands (LIL) and for quarrying in LIL outside Specified Material Lands.	Nunatsiavut Government Province - Department of Natural Resources (Mines Branch)	Within one year from Effective Date or as agreed.
2	Give force of Law to Exploration and Quarrying Standards.	Nunatsiavut Government Province - Department of Natural Resources (Mines Branch)	Upon agreement on the Standards.
3	Request that the Dispute Resolution Board establish the Exploration and Quarrying Standards by arbitration.	Nunatsiavut Government - or - Province - Department of Natural Resources (Mines Branch)	If the Nunatsiavut Government and the Province do not agree on the Exploration and Quarrying Standards within the time referred to in Activity 1.
4	Appoint specialist to assist in establishing the standards.	Dispute Resolution Board	Upon receipt of request for dispute resolution.
5	Establish standards according to best practices in northern Canada and copy to the Nunatsiavut Government and the Province.	Dispute Resolution Board	Within any applicable time frames established by the Dispute Resolution Board.
6	Give force of Law to Exploration and Quarrying Standards.	Nunatsiavut Government Province - Department of Natural Resources (Mines Branch)	As directed by Dispute Resolution Board.

7	Establish a schedule of charges, fees or rentals for Exploration and quarrying.	Nunatsiavut Government	As desired following establishment of Exploration and Quarrying Standards in Activity 2 or 5.
8	Publish schedule of charges, fees or rentals and forward a copy to the Provincial Department of Natural Resources (Mines Branch).	Nunatsiavut Government	Once schedule has been established.
9	Append schedule to Exploration and Quarrying Standards.	Nunatsiavut Government Province - Department of Natural Resources (Mines Branch)	Once schedule has been published.
10	Apply the schedule uniformly to Exploration and quarrying activities that are of similar size and nature.	Nunatsiavut Government	Ongoing.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Nunatsiavut Government and the Province may agree to exempt lands in Labrador Inuit Lands from the acquisition of Subsurface Interests (4.11.3).

Subsurface Interests in existence prior to the creation of exempt lands continue unaffected and unimpaired by the exemption (4.11.4).

After the Effective Date, Exploration in LIL and quarrying of Subsurface Resources in LIL outside Specified Material Lands shall be carried out according to the Standards, except for:

- (a) Exploration that began before the Effective Date in accordance with an exploration plan approved under Provincial Legislation; or
- (b) quarrying that began before the Effective Date in accordance with a quarry permit or lease issued under Provincial Legislation (4.11.5).

Until the Exploration and Quarrying Standards become Law, Exploration in LIL and quarrying in LIL outside Specified Material Lands may proceed with the consent of the Nunatsiavut Government and the Province or in accordance with any other arrangement agreed by them (4.11.8).

The full membership of the Dispute Resolution Board is required to establish the standards.

The fee schedule will not be part of Provincial Law.

Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material

Lands shall be carried out in accordance with the requirements of the Agreement, Laws of General Application and an approved Work Plan (4.11.12).

The Nunatsiavut Government and the Province may enter into agreements for the administration of Subsurface Resources in Labrador Inuit Lands and Specified Materials in Specified Material Lands, but those agreements:

- (a) shall not form part of the Agreement; and
- (b) are not intended to be treaties or land claims agreements and are not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (4.11.29).

FINAL AGREEMENT PROVISIONS

- 4.11.6 The Nunatsiavut Government and the Province shall negotiate the standards for Exploration in Labrador Inuit Lands and for quarrying in Labrador Inuit Lands outside Specified Material Lands within one year from the Effective Date or within some other time agreed by both Parties.
- 4.11.7 The Exploration and Quarrying Standards shall be given the force of Law by the Province and the Nunatsiavut Government, and may not be amended without the consent of both Parties. An amendment to the Exploration and Quarrying Standards comes into effect when given the force of Law by the Province and the Nunatsiavut Government.
- 4.11.9 If the Nunatsiavut Government and the Province do not agree on the Exploration and Quarrying Standards within the time referred to in section 4.11.6, either the Nunatsiavut Government or the Province may request that the Dispute Resolution Board establish the Exploration and Quarrying Standards by arbitration.
- 4.11.10 The Dispute Resolution Board acting on a request under section 4.11.9 has the authority to establish the standards referred to in section 4.11.6 and shall appoint a specialist to assist it in establishing the standards. The Dispute Resolution Board shall base its decisions on best practices in northern Canada.
- 4.11.11 The Nunatsiavut Government may from time to time establish a schedule of charges, fees or rentals for access to or rental of Labrador Inuit Lands for purposes of carrying out Exploration in Labrador Inuit Lands or quarrying in Labrador Inuit Lands outside Specified Material Lands. This schedule of charges, fees or rentals shall:
 - (c) apply uniformly to Exploration activities that are of a similar size and nature;
 - (d) apply uniformly to quarrying activities that are of a similar size and nature;
 - (e) be published by the Nunatsiavut Government; and
 - (f) be appended to, but not form part of, the Exploration and Quarrying Standards.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Surface Interest", "Specified Material Lands"
4.1.1 - "Exploration and Quarrying Standards"

Chapter 21: Dispute Resolution

SUBJECT: Subsurface Interests

OBLIGATION: Amendments to Exploration and Quarrying Standards
4.11.7

PARTIES: Nunatsiavut Government
Province - Department of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Propose amendment to the Exploration and Quarrying Standards.	Nunatsiavut Government - or - Province - Department of Natural Resources (Mines Branch)	As desired.
2	Review proposed amendment and respond to other Party.	Nunatsiavut Government - or - Province - Department of Natural Resources (Mines Branch)	Upon receipt of proposed amendment.
3	Pass Laws to bring amendment into effect.	Nunatsiavut Government - and - Province - Department of Natural Resources (Mines Branch)	Upon agreement with proposed amendment.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If there is no agreement on the proposed amendment, then the existing Exploration and Quarrying Standards continue to apply.

Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with the requirements of the Agreement, Laws of General Application and an approved Work Plan (4.11.12).

FINAL AGREEMENT PROVISIONS

4.11.7 The Exploration and Quarrying Standards shall be given the force of Law by the Province and the Nunatsiavut Government, and may not be amended without the consent of both Parties. An amendment to the Exploration and Quarrying Standards comes into effect when given the force of Law by the Province and the Nunatsiavut Government.

CROSS-REFERENCED AND RELATED PROVISIONS

4.1.1 - “Exploration and Quarrying Standards”

SUBJECT: Subsurface Interests

OBLIGATION: Obtain approval for access and Work Plan for Exploration and quarrying in Labrador Inuit Lands (LIL)
4.11.12, 4.11.13, 4.11.15 - 4.11.18, 4.11.27

PARTIES: Person / Applicant / Plan Holder
Nunatsiavut Government
Province - Department of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Obtain consent from the Nunatsiavut Government for access for the purposes of Exploration in LIL or to quarry in LIL outside Specified Material Lands.	Person	Upon intent to Explore in LIL or to quarry in LIL outside Specified Material Lands.
2	Approve or deny request and notify the Applicant.	Nunatsiavut Government	As soon as practicable.
3	Make application to the Nunatsiavut Government and the Province through the submission of a work plan for Exploration in LIL or quarrying in LIL outside Specified Material Lands.	Person	Upon receipt of approval for access by Nunatsiavut Government.
4	Review work plan for compliance with access established by the Nunatsiavut Government in Activity Sheet 4-29.	Nunatsiavut Government	Upon receipt of submitted work plan.
5	Review work plan for compliance with Exploration and Quarrying Standards and conditions of access established by Nunatsiavut Government.	Nunatsiavut Government Province - Department of Natural Resources (Mines Branch)	Upon receipt of submitted work plan.
6	If work plan is in compliance,	Nunatsiavut Government	Within 15 clear days of

	<p>approve.</p> <p>If not in compliance, reject and provide written reasons to Applicant and copy other Party.</p>	<p>Province - Department of Natural Resources (Mines Branch)</p>	<p>receipt.</p>
7	<p>If rejected by either Party, submit revised work plan to both Parties.</p>	<p>Person</p>	<p>As desired.</p>
8	<p>Review revised work plan for compliance with conditions of access established by the Nunatsiavut Government in Activity Sheet 4-29.</p>	<p>Nunatsiavut Government</p>	<p>Upon receipt of revised work plan.</p>
9	<p>Review revised work plan for compliance with Exploration and Quarrying Standards and conditions of access established by Nunatsiavut Government.</p>	<p>Nunatsiavut Government</p> <p>Province - Department of Natural Resources (Mines Branch)</p>	<p>Upon receipt of submitted work plan.</p>
10	<p>If revised work plan is in compliance, approve.</p> <p>If not in compliance, reject and provide written reasons to Applicant with copy to other Party.</p>	<p>Nunatsiavut Government</p> <p>Province - Department of Natural Resources (Mines Branch)</p>	<p>Within 15 clear days of receipt.</p>
11	<p>Commence and carry out Exploration or quarrying in accordance with the Agreement, Laws of General Application and the approved Work Plan.</p>	<p>Plan Holder</p>	<p>Upon approval of the initial or revised Work Plan by Nunatsiavut Government and the Province.</p>
12	<p>Post any restrictions to Inuit access to Exploration or quarry site for safety reasons.</p>	<p>Plan Holder</p>	<p>Upon identification of any safety issues.</p>

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

A work plan must describe the nature, method, location and dates of the proposed Exploration or quarrying activities, including any proposal for the Use of Water, the establishment of any temporary camps and any other matter required by the Exploration and Quarrying Standards (4.11.13 (b)).

This Activity Sheet does not apply to a Person carrying on Exploration or quarrying in LIL under Provincial Legislation prior to the Effective Date, but does apply to:

- (a) any application made after the Effective Date for an amendment, extension or renewal of the Exploration plan or the quarry lease or permit under which the Exploration or quarrying is carried out; and
- (b) any change in location of the Exploration or quarrying (4.11.14).

If the Applicant disagrees with any of the decisions made by either Party according to 4.11.21, the Applicant may refer the matter to arbitration as per Activity Sheet 4-16 (4.11.19).

Work Plans may be amended from time to time as per Activity Sheet (s) 4-17 (amendments requested by Plan Holder) or 4-19 (amendments made by Governments).

A Plan Holder may erect or establish a temporary camp if the camp has been approved as part of the Work Plan and any associated fees or charges have been paid to the Nunatsiavut Government (4.11.21).

The details of a Work Plan, including a rejected, varied, amended, cancelled or approved Work Plan, shall be treated as confidential by the Nunatsiavut Government and the Province (4.11.26).

The Nunatsiavut Government and the Province may enter into agreements for the administration of Subsurface Resources in Labrador Inuit Lands and Specified Materials in Specified Material Lands, but those agreements:

- (a) shall not form part of the Agreement; and
- (b) are not intended to be treaties or land claims agreements and are not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (4.11.29).

FINAL AGREEMENT PROVISIONS

4.11.12 Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with the requirements of the Agreement, Laws of General Application and an approved Work Plan.

4.11.13 Any Person planning to Explore in Labrador Inuit Lands or to quarry in Labrador Inuit Lands outside Specified Material Lands after the Effective Date must:

- (a) obtain consent from the Nunatsiavut Government for access to Labrador Inuit Lands; and
- (b) make an application to the Nunatsiavut Government and the Province through the submission of a work plan that describes:
 - (i) the nature, method, location and dates of the proposed Exploration activities or quarrying activities, including any proposal for the Use of Water;

- (ii) the establishment of any temporary camps; and
 - (iii) any other matter required by the Exploration and Quarrying Standards.
- 4.11.15 No activity to which section 4.11.13 or 4.11.14 applies may commence prior to the approval of the Work Plan by both the Nunatsiavut Government and the Province.
- 4.11.16 The Nunatsiavut Government and the Province shall decide whether to approve or reject a Work Plan within 15 clear days from the date on which it is received.
- 4.11.17 A Work Plan comes into effect when it is approved by both the Nunatsiavut Government and the Province. It may be rejected only if it is inconsistent with, or does not conform to, the Exploration and Quarrying Standards or the conditions of access to Labrador Inuit Lands established by the Nunatsiavut Government under section 4.15.16. If either the Nunatsiavut Government or the Province rejects a Work Plan it must provide the reasons in writing for the rejection to the Applicant.
- 4.11.18 If a Work Plan is rejected under section 4.11.17 by either the Nunatsiavut Government or the Province, the Applicant may submit a revised work plan to both Parties. Sections 4.11.13, 4.11.15, 4.11.16 and 4.11.17 apply to the revised work plan.
- 4.11.27 Inuit access to an Exploration site or quarry may be restricted only for reasons of safety and the restrictions shall be set out in the approved Work Plan and be publicized by the Plan Holder.
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CROSS-REFERENCED AND RELATED PROVISIONS

- General Definitions and Interpretation - 1.1.1 - "Use of Water", "Work Plan"
4.1.1 - "Exploration and Quarrying Standards", "Plan Holder"
4.15.16 - Conditions of access criteria
4.15.17 - Conditions of access

SUBJECT: Subsurface Interests

OBLIGATION: Referral to arbitration on matters related to access to Labrador Inuit Lands (LIL) or Work Plans 4.11.19 & 4.11.20

PARTIES: Applicant
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer to arbitration any matter under the following conditions: a) work plan or revised Work Plan that is rejected; b) access to LIL has been denied by Nunatsiavut Government; c) there is a dispute over the access granted by the Nunatsiavut Government.	Applicant	For circumstances (a) and (b): within 30 clear days of the date of rejection of the Work Plan or denial of access; and (c): within 30 clear days of the Applicant notifying Nunatsiavut Government that there is a Dispute regarding the conditions of access.
2	Conduct arbitration with respect to any access issues in accordance with section 4.11.20 of the Agreement.	Arbitration Panel	Within any rules and procedures established by the Dispute Resolution Board.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Plan Holders of Work Plans that are either cancelled or amended unilaterally by Governments may refer the matter to arbitration under Chapter 21 as per Activity Sheets 4-18 and 4-19 respectively.

The details of a Work Plan shall be treated as confidential by the Nunatsiavut Government and the Province (4.11.26).

FINAL AGREEMENT PROVISIONS

- 4.11.19 If:
- (a) a Work Plan is rejected under section 4.11.17;
 - (b) the Applicant has been denied access to Labrador Inuit Lands by the Nunatsiavut Government; or
 - (c) there is a Dispute between the Applicant and the Nunatsiavut Government with respect to the Applicant's access to Labrador Inuit Lands,

the Applicant may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the rejection of the Work Plan, the date of the denial of access by the Nunatsiavut Government or the date on which the Applicant gives notice to the Nunatsiavut Government that a Dispute exists.

- 4.11.20 An Arbitration Panel arbitrating a Dispute under section 4.11.19 with respect to a denial of access to Labrador Inuit Lands or with respect to the Applicant's access to Labrador Inuit Lands for the purposes of Exploration or quarrying shall consider:
- (a) the market value of the land intended to be used, occupied or quarried by the Applicant;
 - (b) the loss of use of the land by Inuit and the Nunatsiavut Government;
 - (c) the effect on Harvesting by Inuit;
 - (d) any damage to and adverse effects on Labrador Inuit Lands, including the lands to be used, occupied or quarried by the Applicant;
 - (e) any nuisance and inconvenience to Inuit and the Nunatsiavut Government;
 - (f) the cultural attachment of Inuit to the land to be used, occupied or quarried by the Applicant;
 - (g) any peculiar or special value to Inuit of the land to be used, occupied or quarried by the Applicant;
 - (h) all reasonable and related costs incurred or to be incurred by the Nunatsiavut Government;
 - (i) the financial ability of the Applicant to pay the costs of cleaning up, restoring or rehabilitating the land to be used, occupied or quarried by the Applicant; and
 - (j) any other matter provided for under Provincial Legislation with respect to compensation for entry on private land for purposes of Exploration or quarrying of Subsurface Resources,

but shall not consider the reversionary value of the land or any fees, charges or rents referred to in section 4.11.11.

CROSS-REFERENCED AND RELATED PROVISIONS

General definitions and Interpretation - 1.1.1 - "Work Plan"
4.1.1- "Applicant"
4.11.11 - Schedule for access fees for Exploration and Quarrying
4.11.17 - Basis for the rejection of a Work Plan
Chapter 21: Dispute Resolution

SUBJECT: Subsurface Interests

OBLIGATION: Amendment of Work Plans requested by the Plan Holder
4.11.22 & 4.11.23

PARTIES: Plan Holder
Province - Department of Natural Resources (Mines Branch)
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide written notice to Nunatsiavut Government and the Province of any proposed changes to the Work Plan.	Plan Holder	As desired.
2	Review information as provided and: a) accept and amend existing Work Plan; b) deny request; or c) request a new application; and inform Plan Holder of decision.	Province - Department of Natural Resources (Mines Branch) Nunatsiavut Government	Upon receipt of proposed changes.
3	Submit new application for review under the process in Activity Sheet 4-15 starting at Activity 3.	Plan Holder	If directed in Activity 2 (c).

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Plan holders who wish to change their Work Plan can either submit an amendment under this Activity Sheet or submit a new Work Plan under Activity Sheet 4-15.

The details of a Work Plan shall be treated as confidential by the Nunatsiavut Government and the Province (4.11.26).

FINAL AGREEMENT PROVISIONS

4.11.22 If a Plan Holder proposes any change or addition to the Exploration or quarrying activities carried out under the Work Plan, that Person shall provide written notice of the proposed change or addition to the Nunatsiavut Government and the Province. A new Work Plan must be submitted under subsection

- 4.11.13(b) if either the Nunatsiavut Government or the Province so determines.
- 4.11.23 An approved Work Plan may be amended by agreement of the Nunatsiavut Government and the Province.
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CROSS-REFERENCED AND RELATED PROVISIONS

General definitions and Interpretation - 1.1.1 - “Person”, “Work Plan”
4.1.1- “Plan Holder”

SUBJECT: Subsurface Interests

OBLIGATION: Cancellation of Work Plan by Government
4.11.24 & 4.11.25

PARTIES: Nunatsiavut Government
Province - Department of Natural Resources (Mines Branch)
Plan Holder
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Cancel approved Work Plan and notify Plan Holder.	Nunatsiavut Government Province - Department of Natural Resources (Mines Branch)	As desired: a) by Nunatsiavut Government if Plan Holder does not comply with the Agreement, with the terms and conditions of a Work Plan, or with the conditions of access to Labrador Inuit Lands referred to in section 4.15.17 of the Agreement; or b) by the Province, if the Plan Holder does not comply with the Agreement, with the terms or conditions of a Work Plan, or with Laws of General Application.
2	Refer any Dispute to arbitration under Chapter 21 of the Agreement.	Plan Holder	Within 30 clear days of the date of cancellation.
3	Determine if conditions for cancellation have been met and grant any appropriate remedy.	Arbitration Panel	Within any applicable time frame established by the Dispute Resolution Board.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If a Work Plan is cancelled by Government, that Plan Holder may refer the matter to arbitration under

Chapter 21(4.11.25).

The details of a Work Plan, including a rejected, revised, varied, amended, cancelled or approved Work Plan, shall be treated as confidential by the Nunatsiavut Government and the Province (4.11.26).

FINAL AGREEMENT PROVISIONS

4.11.24 An approved Work Plan may be cancelled by:

- (a) the Nunatsiavut Government if the Plan Holder does not comply with the Agreement, with the terms or conditions of the Work Plan or with the conditions of access to Labrador Inuit Lands referred to in section 4.15.17; or
- (b) by the Province if the Plan Holder does not comply with the Agreement, with the terms or conditions of the Work Plan or with section 4.11.12.

4.11.25 If a Work Plan is amended under section 4.11.23 without a request from the Plan Holder or has been cancelled under section 4.11.24, the Plan Holder may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the amendment or cancellation. The Arbitration Panel may determine if the amendment is justifiable or if the conditions for cancellation have been met and may grant an appropriate remedy.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Work Plan"

4.11.12 - Exploration and quarrying requirements in LIL

4.15.17 - Conditions of access to LIL

Chapter 21: Dispute Resolution

SUBJECT: Subsurface Interests

OBLIGATION: Amendment of Work Plan initiated by Governments
4.11.23 & 4.11.25

PARTIES: Province - Department of Natural Resources (Mines Branch)
Nunatsiavut Government
Plan Holder
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Amend Work Plan and notify Plan Holder.	Province - Department of Natural Resources (Mines Branch) Nunatsiavut Government	Upon agreement of the Province and the Nunatsiavut Government.
2	Refer any Dispute to arbitration under Chapter 21 of the Agreement.	Plan Holder	Within 30 clear days of the date of amendment.
3	Determine if amendment is justifiable and grant any appropriate remedy.	Arbitration Panel	Within any time frames established by the Dispute Resolution Board.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The details of a Work Plan, including a rejected, revised, varied, amended, cancelled or approved Work Plan, shall be treated as confidential by the Nunatsiavut Government and the Province (4.11.26).

FINAL AGREEMENT PROVISIONS

4.11.23 An approved Work Plan may be amended by agreement of the Nunatsiavut Government and the Province.

4.11.25 If a Work Plan is amended under section 4.11.23 without a request from the Plan Holder or has been cancelled under section 4.11.24, the Plan Holder may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the amendment or cancellation. The Arbitration Panel may determine if the amendment is justifiable or if the conditions for cancellation have been met and may grant an appropriate remedy.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Work Plan”

4.1.1 - “Plan Holder”

Chapter 21: Dispute Resolution

SUBJECT: Subsurface Interests

OBLIGATION: Provide information obtained under Provincial Legislation
4.11.28

PARTIES: Province - Department of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide to Nunatsiavut Government information received under Provincial Legislation respecting Exploration, quarries, quarrying, and Developments in Labrador Inuit Settlement Area (LISA).	Province - Department of Natural Resources (Mines Branch)	On a regular basis.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Province is not required to disclose any information that it is required or entitled to withhold under any Law relating to access to or privacy of information (2.19.1).

If a Government has a discretion to disclose any information, it shall take the Agreement into account in exercising that discretion (2.19.2).

FINAL AGREEMENT PROVISIONS

4.11.28 The Province shall provide to the Nunatsiavut Government information that it receives under Provincial Legislation respecting Exploration, quarries, quarrying and Developments in the Labrador Inuit Settlement Area on a regular basis.

SUBJECT: Subsurface Resource Development in Labrador Inuit Lands (LIL)

OBLIGATION: Notify regarding applications in LIL and Consult on conditions to be attached to Subsurface Interest
4.12.3, 4.12.4, 10.7.2

PARTIES: Province - Department of Natural Resources (Mines Branch)
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of any application for a Subsurface Interest in LIL.	Province - Department of Natural Resources (Mines Branch)	As soon as practicable.
2	Review application for compliance with the Land Use Plan.	Province - Department of Natural Resources (Mines Branch) Nunatsiavut Government	Prior to making a decision to approve Subsurface Interest.
3	Notify of intent to approve a Subsurface Interest in LIL and the conditions to be attached. Provide: a) sufficient details and b) reasonable time frame for response.	Province - Department of Natural Resources (Mines Branch)	Prior to approving Subsurface Interest.
4	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within time frame established in Activity 3 (b).
5	Give full and fair consideration to views presented by the Nunatsiavut Government.	Province - Department of Natural Resources (Mines Branch)	Prior to making a decision.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Conditions may be attached to a Subsurface Interest referred to in Activity 3 if the conditions:

- (a) are supported by the recommendations of an Environmental Assessment carried out in accordance with chapter 11;
 - (b) relate directly to applicable requirements of the Agreement; or
 - (c) relate to applicable requirements in Legislation respecting Subsurface Resources (4.12.5).
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FINAL AGREEMENT PROVISIONS

- 4.12.3 The Province shall notify the Nunatsiavut Government of any application for a Subsurface Interest in Labrador Inuit Lands.
 - 4.12.4 The Province shall Consult the Nunatsiavut Government about the conditions to be attached to a Subsurface Interest in Labrador Inuit Lands.
 - 10.7.2 The Land Use Plan shall come into effect in Labrador Inuit Lands when it has been proclaimed and published as an Inuit Law in accordance with the procedures established pursuant to subsection 17.5.1(d), after which date the Land Use Plan, as it applies in Labrador Inuit Lands, shall be binding for purposes of Inuit Laws, on all Persons other than Canada.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Consult”
Chapter 10: Land Use Planning - 10.7.3 - Implementation of Land Use Plan
Chapter 10: Land Use Planning - 10.9.2 (a) - Minerals Exempt Lands
Chapter 11: Environmental Assessment

SUBJECT: Subsurface Resource Development in Labrador Inuit Lands (LIL)

OBLIGATION: Consult prior to closure or reopening of a Development
4.12.6

PARTIES: Province - Department of Natural Resources (Mines Branch)
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of intent to approve, authorize or permit the abandonment, closure, decommissioning, reopening or reclamation of a Development that has proceeded in accordance with the IIBA provisions or a quarry in LIL outside Specified Material Lands. Provide: a) sufficient details; and b) reasonable time frame for response.	Province - Department of Natural Resources (Mines Branch)	Prior to approving, authorizing or permitting the abandonment, closure, decommissioning, reopening or reclamation of a Development.
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 the Nunatsiavut Government.	Province - Department of Natural Resources (Mines Branch)	Prior to making a decision.

FINAL AGREEMENT PROVISIONS

4.12.6 The Province shall Consult the Nunatsiavut Government before approving, authorizing or permitting the abandonment, closure, decommissioning, reopening or reclamation of a Development that has proceeded in accordance with section 3.12.1 or a quarry referred to in section 3.12.2.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretations - 1.1.1 - “Consult”, “Development”

SUBJECT: Nuclear Substances

OBLIGATION: Inform the Nunatsiavut Government about applications and licences for Nuclear Substances in Labrador Inuit Settlement Area (LISA) 4.13.3

PARTIES: Canada - Canadian Nuclear Safety Commission

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	<p>Inform the Nunatsiavut Government of:</p> <p>a) any application for and the issuance, renewal, replacement or amendment of any licence that is within the Commission’s jurisdiction to issue in LISA;</p> <p>b) the terms and conditions to be attached to any licence referred to in subsection (a); and</p> <p>c) documentation related to licences issued pertaining to any environmental risks, risks to health and safety of Inuit and measures to protect the environment and the health and safety of Inuit associated with any Nuclear Substances or nuclear facilities in LISA.</p>	Canada - Canadian Nuclear Safety Commission	On a best efforts basis.

FINAL AGREEMENT PROVISIONS

4.13.3 The Canadian Nuclear Safety Commission will, on a best efforts basis, inform the Nunatsiavut Government of:

- (a) any application for and the issuance, renewal, replacement or amendment by the Canadian Nuclear Safety Commission of any licence that is within its jurisdiction to issue in the Labrador Inuit Settlement Area;
- (b) the terms and conditions proposed by the staff of the Canadian Nuclear Safety Commission to be attached to any licence referred to in subsection (a); and
- (c) documentation related to licences issued by the Canadian Nuclear Safety Commission as it relates to any environmental risks, risks to health and safety of Inuit and measures to protect the environment and the health and safety of Inuit associated with any Nuclear Substances or

nuclear facilities in the Labrador Inuit Settlement Area.

SUBJECT: Nuclear Substances

OBLIGATION: Assume costs for reducing or cleaning up nuclear contamination in Labrador Inuit Lands (LIL)
4.13.5

PARTIES: Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Assume costs of reducing or cleaning up nuclear contamination in LIL for which decommissioning was approved prior to the Effective Date.	Canada	As appropriate.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Nunatsiavut Government, Inuit Community Governments or Inuit Community Corporations (or any combination thereof) are not responsible or liable for any costs of reducing or cleaning up any nuclear contamination in LIL where the contamination occurred prior to the Effective Date (4.13.6).

FINAL AGREEMENT PROVISIONS

4.13.5 Canada shall be responsible for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands for which decommissioning was approved prior to the Effective Date.

SUBJECT: Aullâsimavet

OBLIGATION: Obtain consent to establish new Aullâvik in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 4.14.3, 4.14.4, 4.14.6

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

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request consent of Nunatsiavut Government and the Province to establish a new Aullâvik.	Inuit	Prior to establishing a new Aullâvik.
2	Verify that application is not in conflict with the criteria listed in section 4.14.4 of the Agreement.	Province - Department of Environment and Conservation Nunatsiavut Government	Prior to giving consent.
3	If application is not in conflict, give consent to establish a new Aullâvik under the terms and conditions of section 4.14.7 of the Agreement.	Nunatsiavut Government Province - Department of Environment and Conservation	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

At the request of the potential occupants (or the Nunatsiavut Government on their behalf), the Province shall make available lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that are adequate, suitable and reasonably necessary for the establishment of the Aullâvik (4.14.6).

Inuit may establish an Aullâvik in a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or Protected Area in accordance with the terms of the applicable Park Impacts and Benefits Agreement or Protected Area Agreement (4.14.5).

An Aullâvik in the Labrador Inuit Settlement Area outside Labrador Inuit Lands may be held by an Inuk or the Nunatsiavut Government under a lease or licence from the Crown for an agreed term and subject to Laws of General Application, but:

- (a) an Inuk or the Nunatsiavut Government shall not be liable to pay any fee, charge, rent or

Provincial property tax to establish or occupy an Aullâvik but nothing in this subsection affects the obligation of an Inuk or the Nunatsiavut Government to pay the cost of a survey that may be required by the Minister under subsection (b);

- (b) an Inuk or the Nunatsiavut Government shall not be required to survey or register a plan of survey of the lands occupied as an Aullâvik unless the Minister specifically requires a survey on 12 months written notice to the Inuk or the Nunatsiavut Government and gives reason why the survey is necessary; and
- (c) the renewal of the lease or licence, upon request by the lessee or licensee shall not be unreasonably withheld (4.14.7).

The Nunatsiavut Government has the authority to sub-lease lands held for an Aullâvik to an Inuk for use as an Aullâvik (4.14.8).

Nothing prevents an Inuk from applying for a grant or lease of Crown lands or a licence to occupy Crown lands in accordance with Laws of General Application (4.14.9).

FINAL AGREEMENT PROVISIONS

- 4.14.3 Subject to the Agreement, Inuit may establish new Aullâsimavet in the Labrador Inuit Settlement Area outside Labrador Inuit Lands with the consent of the Nunatsiavut Government and the Province.
- 4.14.4 An Aullâvik shall not be established in the Labrador Inuit Settlement Area outside Labrador Inuit Lands on lands:
 - (a) to which a third party holds freehold title or a Surface Interest;
 - (b) under the control and administration of Canada except as provided in section 4.14.5;
 - (c) subject to a Quarry Materials permit or lease;
 - (d) within the boundaries of an Inuit Community;
 - (e) in a Protected Area established under Provincial Law except as provided in section 4.14.5; or
 - (f) where establishment of an Aullâvik would be contrary to the Land Use Plan.
- 4.14.6 Upon the request of the potential occupants of an Aullâvik, or the Nunatsiavut Government on their behalf, the Province shall make available lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that are adequate, suitable and reasonably necessary for the establishment of the Aullâvik.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Aullâvik”, “Aullâsimavet”, “Land Use Plan”, “Protected Area”, “Quarry Material”, “Surface Interest”

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Non-Beneficiary Access to LIL
4.15.2, 4.15.8, 4.15.13

PARTIES: Non-Beneficiaries

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Give notice to the Nunatsiavut Government of intent to access LIL.	Non-Beneficiary (ies)	Prior to entering LIL except: a) where it is not reasonable to do so; and b) where the Nunatsiavut Government has waived the requirement; or c) otherwise specifically exempted in the Agreement.
2	Access LIL in accordance with the terms and conditions set out in sections 4.15.8, 4.15.9, and 4.15.11 of the Agreement and any other terms and conditions of access set out by the Nunatsiavut Government in accordance with the Agreement.	Non-Beneficiary	Upon notifying Nunatsiavut Government.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

While consent of the Nunatsiavut Government is not required for Non-Beneficiaries to have casual access to LIL, they should notify the Nunatsiavut Government before entering LIL except in the circumstances set out in Activity 1.

Notification and consent are not required in circumstances of emergencies, crossing LIL to reach other lands for casual, non-commercial purposes and Navigation.

Persons exercising a right of access to LIL do so at their own risk (4.15.3).

Remedies or penalties recognized by Law regarding trespass upon private property apply to a Non-Beneficiary exercising access to LIL (4.15.4).

The Nunatsiavut Government has the authority to make laws regarding access to LIL not otherwise specifically set out in the Agreement (4.15.5).

The Nunatsiavut Government is under no obligation to establish, maintain or repair or to provide for the establishment, maintenance or repair of travel routes or camp sites (4.15.7).

A Non-Beneficiary exercising access to LIL under the Agreement shall not create or establish new routes of travel or permanent campsites without the consent of the Nunatsiavut Government (4.15.9).

A Non-Beneficiary accessing LIL is liable for damage caused to LIL or to Inuit resulting from unnecessary interruption or interference with Inuit use, occupation or enjoyment of the lands and may be removed from LIL by the Nunatsiavut Government for failure to comply with any condition relating to access set out in the Agreement (4.15.12).

The Nunatsiavut Government may not impose any fee, charge or rent for access related to casual crossing of LIL, emergencies, or for purposes of navigation (4.15.13).

FINAL AGREEMENT PROVISIONS

4.15.2 A Non-Beneficiary may not enter, cross or remain on Labrador Inuit Lands without the consent of the Nunatsiavut Government, except as permitted under the Agreement.

4.15.8 Nothing in this part or in chapter 12 authorizes or confers a right upon a Non-Beneficiary to enter an area of Labrador Inuit Lands that is developed, occupied or being used by an Inuk or by a Person under authorization of the Nunatsiavut Government except for:

- (a) entry in the case of an emergency or for purposes of subsection 4.15.26(d); or
- (b) a right of entry or access to Labrador Inuit Lands that has otherwise been acquired under a Law in relation to entry or access to private property but nothing in this subsection affects or shall be construed so as to affect section 4.4.12, 4.4.14 or 4.4.15.

4.15.13 The consent of the Nunatsiavut Government is not required for access to Labrador Inuit Lands and no fee, charge or rent may be imposed for access to Labrador Inuit Lands if access to Labrador Inuit Lands by a Non-Beneficiary is necessary for the following purposes:

- (a) emergencies;
- (b) crossing Labrador Inuit Lands to reach other lands for casual, non-commercial purposes, and Non-Beneficiaries exercising access under this subsection may make any necessary stops and shall use generally recognized or specifically designated travel routes and camp sites, whether year-round or seasonal, but the Nunatsiavut Government may restrict access under this subsection for reasons of conservation or public safety; or
- (c) navigation, but the right of access to Labrador Inuit Lands by a Non-Beneficiary exercising access under this subsection is limited to a 30-metre (100-foot) strip of Labrador Inuit Lands bounding Tidal Waters, navigable rivers and navigable lakes that can be entered from Tidal Waters, navigable rivers and navigable lakes.

CROSS-REFERENCED AND RELATED PROVISIONS

4.17.8 - Use of Winter Trails

Chapter 12: Wildlife and Plants

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Disputes over Non-Beneficiary Interest Holder’s continued access to LIL
4.15.14

PARTIES: Non-Beneficiaries (with freehold title, a Surface Interest or a Subsurface Interest in LIL or surrounded by LIL)
Nunatsiavut Government
Dispute Resolution Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Continue means and routes of access that existed on the Effective Date.	Non-Beneficiary	Ongoing as of the Effective Date.
2	Refer to dispute resolution under Chapter 21 and give notice to the other party.	Non-Beneficiary - or - Nunatsiavut Government	Upon dispute over means and route being used to access an Interest in or surrounded by LIL.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet only applies to Non-Beneficiaries with freehold title, Surface or Subsurface Interests in or surrounded by LIL on the Effective Date. Consent of the Nunatsiavut Government is not required for access to Interests in or surrounded by LIL via means or routes that are in use on the Effective Date. The Nunatsiavut Government may not impose a fee, charge or rent for such access (4.15.14).

Persons exercising a right of access to LIL do so at their own risk (4.15.3).

Remedies or penalties recognized by Law regarding trespass upon private property apply to a Non-Beneficiary exercising access to LIL (4.15.4).

The Nunatsiavut Government has the authority to make Laws regarding access to LIL not otherwise specifically set out in the Agreement (4.15.5).

The Nunatsiavut Government is under no obligation to establish, maintain or repair or to provide for the establishment, maintenance or repair of travel routes or camp sites (4.15.7).

A Non-Beneficiary accessing LIL is liable for damage caused to LIL or to Inuit resulting from unnecessary interruption or interference with Inuit use, occupation or enjoyment of the lands and may be removed from LIL by the Nunatsiavut Government for failure to comply with any condition relating to access set out in the Agreement (4.15.12).

FINAL AGREEMENT PROVISIONS

4.15.14 If, on the Effective Date, a Non-Beneficiary has freehold title, a Surface Interest or a Subsurface Interest in lands that are in or surrounded by Labrador Inuit Lands, that title or interest includes the right to enter and cross Labrador Inuit Lands using the means and route of access that are in use by the title or interest holder on the Effective Date without the consent of the Nunatsiavut Government and without payment of any fee, charge or rent to the Nunatsiavut Government. If there is a Dispute concerning access to Labrador Inuit Lands under this section, the Non-Beneficiary or the Nunatsiavut Government may refer the Dispute to dispute resolution under chapter 21.

CROSS-REFERENCED AND RELATED PROVISIONS

4.17.8 - Use of Winter Trails
Chapter 12: Wildlife and Plants

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Obtain consent to use new means or routes for access to LIL by Non-Beneficiary interest holders
4.15.15

PARTIES: Non-Beneficiaries
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request consent of Nunatsiavut Government to use new means or route for access to LIL that did not exist or was not in use on the Effective Date.	Non-Beneficiary	Prior to using new means or route of access.
2	Review request and if approving, provide notice of any fees, charges or rent applicable.	Nunatsiavut Government	As soon as practicable.
3	Pay any fee, charge or rent.	Non-Beneficiary	As required.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet only applies to Non-Beneficiaries with freehold title, Surface or Subsurface Interests in or surrounded by LIL on the Effective Date (4.15.14).

Consent of the Nunatsiavut Government is not required for access to Interests in or surrounded by LIL via means or routes in use as of the Effective Date. The Nunatsiavut Government may not impose a fee, charge or rent for such access (4.15.14).

Remedies or penalties recognized by Law regarding trespass upon private property apply to a Non-Beneficiary exercising access to LIL (4.15.4).

The Nunatsiavut Government has the authority to make Laws regarding access to LIL not otherwise specifically set out in the Agreement (4.15.5).

The Nunatsiavut Government is under no obligation to establish, maintain or repair or to provide for the establishment, maintenance or repair of travel routes or camp sites (4.15.7).

A Non-Beneficiary accessing LIL is liable for damage caused to LIL or to Inuit resulting from unnecessary interruption or interference with Inuit use, occupation or enjoyment of the lands and may be removed from LIL by the Nunatsiavut Government for failure to comply with any condition relating to access set out in

the Agreement (4.15.12).

Persons exercising a right of access to LIL do so at their own risk (4.15.3).

FINAL AGREEMENT PROVISIONS

4.15.15 A Non-Beneficiary referred to in section 4.15.14 who wishes to cross Labrador Inuit Lands by a means or route of access that did not exist or was not in use on the Effective Date must obtain the consent of the Nunatsiavut Government and pay any fee, charge or rent established by the Nunatsiavut Government for that access.

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Conditions of access to Labrador Inuit Lands (LIL) for Exploration and quarrying purposes
4.15.16

PARTIES: Nunatsiavut Government
Province - Minister of Natural Resources (Mines Branch)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Minister of the intent to establish conditions of access for Exploration in LIL, and quarrying in LIL outside Specified Material Lands. Provide: a) sufficient details; and b) reasonable time frame for response.	Nunatsiavut Government	As desired, after the Effective Date.
2	Review information as provided; prepare and submit views.	Province - Minister of Natural Resources (Mines Branch)	According to time frame established in Activity 1(b).
3	Give full and fair consideration to views presented by the Minister.	Nunatsiavut Government	Upon receipt of views and prior to establishing conditions of access.
4	Establish and publish conditions of access to LIL for Exploration and quarrying purposes and send a copy to the Province.	Nunatsiavut Government	Once a decision has been taken following Consultation.
5	Append conditions of access to Exploration and Quarrying Standards.	Province - Minister of Natural Resources (Mines Branch) Nunatsiavut Government	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

It is anticipated that these conditions of access will be established on a project by project basis.

This Activity Sheet refers only to Subsurface Interests in LIL which were issued after the Effective Date.

Non-Beneficiaries with Subsurface Interests which were issued prior to the Effective Date are entitled to continue using the same means and routes that were in use on the Effective Date (see Activity Sheet 4-29).

The conditions of access to LIL are limited to:

- (a) the location of the access so as to cause the least harm to Inuit and LIL and so as to be suitable for the Exploration or quarrying;
- (b) the payment of charges, fees or rentals for access referred to in section 4.11.11 of the Agreement;
- (c) Persons other than the Plan Holder who may use the access;
- (d) the area of land and nature, magnitude or intensity of land use to be served by the access;
- (e) damage, Mitigation and rehabilitation; and
- (f) the considerations referred to in section 4.11.20 (4.15.17).

FINAL AGREEMENT PROVISIONS

4.15.16 With respect to Subsurface Interests in Labrador Inuit Lands issued after the Effective Date, the Nunatsiavut Government may from time to time establish conditions of access for purposes of Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands. The conditions of access shall be:

- (a) established after Consultation with the Minister;
- (b) published by the Nunatsiavut Government; and
- (c) appended to, but not form part of, the Exploration and Quarrying Standards.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult", "Exploration"

4.1.1. - "Exploration and Quarrying Standards"

4.11.1 - Administration of Subsurface Resources in LISA

4.11.20 - Arbitration related to access

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Obtain consent to cross Labrador Inuit Lands (LIL) to have access to Labrador Inuit Settlement Area (LISA) for commercial purposes 4.15.18 - 4.15.21

PARTIES: Surface Interest Holder
Subsurface Interest Holder
Nunatsiavut Government
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request permission from Nunatsiavut Government to cross LIL to have access to a Surface or Subsurface Interest in LISA outside LIL for commercial purposes.	Surface Interest Holder - or - Subsurface Interest Holder	Before crossing LIL if all other means of access to LISA are impractical.
2	Review request and if granting access, indicate any terms and conditions.	Nunatsiavut Government	As soon as practicable.
3	Refer any Dispute regarding access to arbitration under Chapter 21.	Subsurface Interest Holder	Upon disagreement with denial of access or terms and conditions of access.
4	Conduct arbitration taking into consideration sections 4.15.20 and 4.15.21 of the Agreement.	Arbitration Panel	Within any time frame established by the Dispute Resolution Board.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet only applies to Persons with a Surface or Subsurface Interest issued after the Effective Date (4.15.18).

Only Subsurface Interest Holders may refer a Dispute regarding access to LIL to arbitration under Chapter 21 (4.15.19).

Surface Interest holders who may disagree with their right of access to LIL do not have access to arbitration under Chapter 21 (4.15.19).

FINAL AGREEMENT PROVISIONS

4.15.18 If the holder of a Subsurface Interest or a Surface Interest issued by the Province for commercial purposes outside Labrador Inuit Lands, other than one referred to in section 4.15.14, requires access across Labrador Inuit Lands and all other means of access to the Subsurface Interest or Surface Interest are impractical, that Person and that Person's contractors and suppliers shall be permitted access across Labrador Inuit Lands with the consent of the Nunatsiavut Government on any terms and conditions the Nunatsiavut Government may establish.

4.15.19 If the Nunatsiavut Government:

- (a) refuses to give the consent required by the holder of a Subsurface Interest under section 4.15.18; or
- (b) requires terms and conditions that are not acceptable to the holder of the Subsurface Interest, the holder of the Subsurface Interest may refer the Dispute to arbitration under chapter 21.

4.15.20 In an arbitration with respect to a refusal of consent under section 4.15.19, an Arbitration Panel shall not award access unless the holder of the Subsurface Interest seeking access establishes that:

- (a) access to or across Labrador Inuit Lands is essential in relation to the Subsurface Interest;
- (b) access by any other means is not physically practical or financially feasible;
- (c) the proposed route will minimize harm, disturbance, disruption or damage to Labrador Inuit Lands and minimize interruption or interference with Inuit use, occupation or enjoyment of Labrador Inuit Lands; and
- (d) the holder of the Subsurface Interest has attempted to negotiate access for a period of not less than 15 days.

4.15.21 In an arbitration under section 4.15.19, an Arbitration Panel shall not vary a term or condition referred to in subsection 4.15.19(b) unless it determines that the term or condition will frustrate access or make it financially unfeasible.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Surface Interest", "Subsurface Interest"
Chapter 21 - Dispute Resolution

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Canadian Forces access to Labrador Inuit Lands (LIL)
4.15.24 & 4.15.25

PARTIES: Canada - Department of National Defence
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Nunatsiavut Government, in writing, of intention to conduct activity related to national defence and security in Labrador Inuit Settlement Area (LISA).	Canada - Department of National Defence	Prior to entering LISA to carry out activities related to national defence and security.
2	If Canada requires access to LIL to conduct manoeuvres other than those under section 257 of the <i>National Defence Act</i> , enter into negotiations with Nunatsiavut Government respecting timing, notice to Persons in the area affected, compensation for damages and other matters.	Canada - Department of National Defence	Prior to accessing LIL.
3	Enter LIL to conduct military manoeuvres.	Canada - Department of National Defence	As per the terms and conditions of an agreement with the Nunatsiavut Government.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Canadian Forces are exempt from the requirement of advance notice when it is not reasonable to do so (4.15.24).

The Department of National Defence and Canadian Forces personnel have no greater rights to conduct military manoeuvres on LIL than they have with respect to other privately owned lands under Laws of General Application (4.15.25 (b)).

FINAL AGREEMENT PROVISIONS

4.15.24 Canadian Forces personnel may enter, cross or remain on Labrador Inuit Lands to carry out activities related to national defence and security in accordance with the *National Defence Act*. Canada shall provide the Nunatsiavut Government with advance notice of any activities related to national defence and security in the Labrador Inuit Settlement Area, when it is reasonable to do so.

4.15.25 Notwithstanding section 4.15.24:

- (a) the Department of National Defence and Canadian Forces personnel have no greater rights to conduct military manoeuvres on Labrador Inuit Lands than they have with respect to other privately owned lands under Laws of General Application; and
- (b) access to Labrador Inuit Lands for manoeuvres other than those under section 257 of the *National Defence Act* shall occur only after the conclusion of an agreement with the Nunatsiavut Government respecting timing, notice to Persons in the area affected, compensation for damages and other matters relating to the manoeuvres.

CROSS-REFERENCED AND RELATED PROVISIONS

National Defence Act Section 257 - “Manoeuvres” authorized by the Minister.

SUBJECT: Access to Labrador Inuit Lands (LIL)

OBLIGATION: Obtain permit for continuous use and occupancy by Governments to Labrador Inuit Lands (LIL)
4.15.27

PARTIES: Person requiring long term access to LIL
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request permission to access LIL for continuous use and occupancy.	Person	If the continuous use and occupancy is required for more than two years.
2	Review request and if granting access, specify any applicable fees, charge or rent.	Nunatsiavut Government	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

For the purpose of this Activity Sheet, Persons are defined as: government employees, contractors and agents of the Province, Canada and Crown corporations; Canadian Forces personnel; members of the judiciary, officers of the courts and peace officers; Members of Parliament or the House of Assembly or candidates for election to either of those bodies, together with their employees, agents and assistants (4.15.22 - 4.15.26).

Employees, contractors and agents of Persons providing public utilities in the LISA may temporarily enter or cross LIL to carry out their duties, but nothing in this Activity Sheet creates or is intended to create a utility easement or right of way over LIL (4.15.28).

FINAL AGREEMENT PROVISIONS

4.15.27 Notwithstanding sections 4.15.29, if a Person referred to in section 4.15.22, 4.15.23, 4.15.24 or 4.15.26, requires the continuous use and occupancy of Labrador Inuit Lands for more than two years for a purpose stated in those sections, that Person shall obtain a permit or other interest in the land from the Nunatsiavut Government and pay the applicable fee, charge or rent.

CROSS-REFERENCED AND RELATED PROVISIONS

4.15.22 - Access by members of the judiciary, officers of the courts and peace officers
4.15.23 - Access by Members of Parliament or the House of Assembly or candidates for election to either of those bodies, together with their employees, agents and assistants.

4.15.24 - Access by Canadian Forces personnel.

4.15.26 - Access by Employees, contractors and agents of the Province, Canada and Crown corporations, and Canadian Forces personnel.

4.15.29 - Non requirement for fees, charges or rent for access.

SUBJECT: Winter Trails

OBLIGATION: Consult before restricting use of Winter Trails on Labrador Inuit Lands (LIL)
4.17.9

PARTIES: Nunatsiavut Government
Province - Department of Labrador and Aboriginal Affairs

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Province of intent to restrict the use of Winter Trails on LIL for the purpose of conservation or public safety. Provide: a) sufficient details; and b) reasonable time frame for response.	Nunatsiavut Government	Prior to restricting the use of Winter Trails on LIL.
2	Review information as provided; prepare and submit views.	Province - Department of Labrador and Aboriginal Affairs	As per the time frame established in Activity 1(b).
3	Give full and fair consideration to views presented by the Province.	Nunatsiavut Government	As soon as practicable upon receipt of views.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

A Winter Trail may be used by the public for transportation by snowmobile, dog sled or foot without notice to, or the consent of, the Nunatsiavut Government, while snow covered during the period from December 1 in one calendar year to May 15 in the following calendar year. This period may be varied by written agreement of the Parties (4.17.4).

No fee, charge or levy of any kind shall be payable by any Person to the Nunatsiavut Government, an Inuit Community Government, an Inuit Community Corporation or an Inuit Business for use of a Winter Trail on LIL or Community Lands, and no fee, charge or levy of any kind shall be payable by an Inuk, Inuit Business, the Nunatsiavut Government, an Inuit Community Government or an Inuit Community Corporation to any Person for use of a Winter Trail (4.17.10).

A Non-Beneficiary is not entitled to Harvest on LIL except under circumstances of emergency (4.17.12 (b)).

The Department of Labrador and Aboriginal Affairs will coordinate the response from the Province, which

will include consultation with the Departments of Environment and Conservation; Tourism, Culture and Recreation; and Transportation and Works as required.

FINAL AGREEMENT PROVISIONS

4.17.9 The Nunatsiavut Government may restrict the use of a Winter Trail on Labrador Inuit Lands only for reasons of conservation or public safety. Except in the event of an emergency, the Nunatsiavut Government shall Consult the Province before restricting the use of a Winter Trail under this section.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult"
Part 4.17 - Winter Trails

SUBJECT: Expropriation of Labrador Inuit Lands (LIL)

OBLIGATION: Consult prior to Expropriating land in LIL
4.18.2 - 4.18.4, 4.18.10

PARTIES: Canada - Relevant federal department
Province - Department of Transportation and Works
- Department of Labrador and Aboriginal Affairs
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Investigate whether lands other than LIL are reasonably available for the purpose for which the land is intended to be Expropriated.	Canada - Relevant federal department Province - Department of Transportation and Works Province - Department of Labrador and Aboriginal Affairs	Before deciding that Expropriation of LIL is required.
2	Make reasonable efforts to acquire land through a negotiated land transfer agreement with the Nunatsiavut Government, rather than by Expropriation.	Canada - Relevant federal department Province - Department of Transportation and Works Province - Department of Labrador and Aboriginal Affairs	If no other lands other than LIL are reasonably available.
3	Notify the Nunatsiavut Government in writing of intent to Expropriate LIL. Provide: a) sufficient details; and b) reasonable time frame for response.	Canada - Relevant federal department Province - Department of Transportation and Works Province - Department of Labrador and Aboriginal Affairs	Prior to making a decision to Expropriate Labrador Inuit Lands.
4	Review information as provided; prepare and submit views.	Nunatsiavut Government	Within time frame established in Activity 3 (b).
5	Give full and fair consideration to views presented by the Nunatsiavut Government.	Canada - Relevant federal department Province - Department of Transportation and Works	Upon receipt of views and prior to making a decision to Expropriate.

		Province - Department of Labrador and Aboriginal Affairs	
6	Obtain consent of: a) the Lieutenant-Governor in Council in the case of an Expropriation by a Provincial Expropriation Authority; or b) the Governor in Council in the case of an Expropriation by a federal Expropriation Authority.	Canada - Relevant federal department Province - Department of Transportation and Works Province - Department of Labrador and Aboriginal Affairs	Before Expropriating.
7	Serve written notice of the proposed Expropriation to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a surface interest holder under section 4.9.1. of the Agreement.	Relevant Expropriation Authority	If a negotiated land transfer agreement is not possible, and upon receiving consent of the Lieutenant-Governor in Council or the Governor in Council.
8	Provide compensation as per written notice.	Canada - Relevant federal department Province - Department of Transportation and Works Province - Department of Labrador and Aboriginal Affairs	As per written notice.
9	Amend Map Atlas and appendix A-3 to reflect changes to LIL.	Canada - Relevant federal department Nunatsiavut Government Province - Department of Labrador and Aboriginal Affairs	Upon Expropriation of LIL.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If at any time 12 percent of Labrador Inuit Lands, as identified and selected by Inuit at the Effective Date have already been and remain Expropriated, no further Expropriation of Labrador Inuit Lands shall occur unless the Expropriation Authority provides compensation that includes an amount of previously Expropriated Labrador Inuit Lands equivalent in significance and value to the Labrador Inuit Lands proposed for Expropriation (4.18.10).

If a piece or parcel of LIL is Expropriated, the Expropriation Authority may offer compensation in the form of other land of equivalent significance and value, but, except as provided in section 4.18.10 of the Agreement, the Nunatsiavut Government or a Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1 shall not be required to take compensation in the form of other land (4.18.5).

Upon completion of Expropriation proceedings, the Expropriated interest in LIL is no longer vested in the Inuit and if the entire Inuit estate in LIL is Expropriated, the Land ceases to be LIL (4.18.8).

Lands transferred by agreements in a land transfer agreement referred to in Activity 2 are not Expropriated Lands and shall not be included in the calculation of the percentage of LIL referred to in the timing of Activity 8 that have been and remain Expropriated (4.18.11).

Lands acquired by the Inuit as compensation under this part are LIL (4.18.12).

While the Department of Transportation and Works will be the lead department for the Province, the Department of Labrador and Aboriginal Affairs will be kept informed throughout.

Any dispute regarding compensation on this Activity Sheet will be resolved according to Activity Sheet 4-35.

FINAL AGREEMENT PROVISIONS

4.18.2 Canada or the Province, prior to making a decision to Expropriate Labrador Inuit Lands, shall:

- (a) ensure that lands other than Labrador Inuit Lands are used, if other lands are reasonably available for the purpose for which the Labrador Inuit Lands are intended to be Expropriated;
- (b) make reasonable efforts to acquire the Labrador Inuit Lands through a negotiated land transfer agreement with the Nunatsiavut Government, rather than by Expropriation; and
- (c) Consult the Nunatsiavut Government.

4.18.3 No Expropriation of Labrador Inuit Lands is effective without the prior consent of:

- (a) the Lieutenant-Governor in Council in the case of an Expropriation by a Provincial Expropriation Authority; or
- (b) the Governor in Council in the case of an Expropriation by a federal Expropriation Authority.

4.18.4 If a negotiated land transfer agreement in accordance with subsection 4.18.2(b) is not possible, the Expropriation Authority shall serve written notice of the proposed Expropriation on the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1.

4.18.10 If at any time 12 percent of Labrador Inuit Lands, as identified and selected by Inuit at the Effective Date

have already been and remain Expropriated, no further Expropriation of Labrador Inuit Lands shall occur unless the Expropriation Authority provides compensation that includes an amount of previously Expropriated Labrador Inuit Lands equivalent in significance and value to the Labrador Inuit Lands proposed for Expropriation.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Consult”, “Expropriation”
4.9.1 - Assign Surface Interest in LIL to the Nunatsiavut Government.

LEGISLATION AND REGULATORY AMENDMENTS

Amendments will be required to the Provincial legislation on Expropriation.

SUBJECT: Expropriation of Labrador Inuit Lands (LIL)

OBLIGATION: Arbitration regarding Expropriation of LIL
4.18.6 & 4.18.7

PARTIES: Arbitration Panel
Disputants (Nunatsiavut Government, Canada, Province, and /or Person)
Nunatsiavut Government
Canada
Province - Department of Labrador and Aboriginal Affairs

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer Disputes to arbitration under Chapter 21.	Disputant(s)	If there is a Dispute over: a) the value of, or interest in, the LIL to be Expropriated; b) the amount or form of compensation; c) costs; or d) interest on the compensation; associated with Expropriations.
2	Conduct arbitration and render a decision in writing, taking into consideration section 4.18.7 of the Agreement, when making an award.	Arbitration Panel	Within any time frame established by the Dispute Resolution Board.
3	Amend the Agreement to reflect any changes to LIL.	Canada Province - Department of Labrador and Aboriginal Affairs Nunatsiavut Government	Upon conclusion of arbitration.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Upon completion of Expropriation proceedings, the Expropriated interest in LIL is no longer vested in the Inuit and if the entire Inuit estate in LIL is Expropriated, that piece ceases to be LIL (4.18.8).

While the Department of Transportation and Works will be the lead department for the Province, the Department of Labrador and Aboriginal Affairs will be kept informed throughout.

FINAL AGREEMENT PROVISIONS

4.18.6 If there is a Dispute over:

- (a) the value of, or interest in, the Labrador Inuit Lands to be Expropriated;
- (b) the amount or form of compensation;
- (c) costs; or
- (d) interest on the compensation,

the Dispute shall be referred to arbitration under chapter 21.

4.18.7 An Arbitration Panel shall consider the following matters when making an award in respect of a Dispute referred to in section 4.18.6:

- (a) loss of use of the Expropriated land to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1;
- (b) the adverse effect of the Expropriation on other Labrador Inuit Lands;
- (c) damage that may be caused to any unexpropriated interest in the Expropriated land;
- (d) nuisance, including noise and inconvenience to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government or holding an interest referred to in section 4.9.1;
- (e) the cultural attachment of Inuit to the Expropriated land;
- (f) the effect on Wildlife, Habitat and Harvesting by Inuit;
- (g) any particular or special value to Inuit of the Expropriated land;
- (h) any and all costs reasonably associated with the Expropriation and any related negotiations, mediation or arbitration;
- (i) the market value of the Expropriated land;
- (j) whether other land is offered in compensation and, if so, the significance and value of that land; and
- (k) any other matter that may be considered under relevant Legislation.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretations - 1.1.1 - "Habitat", "Inuit Harvesting", "Person", "Wildlife"

4.1.1 - Expropriate

4.9.1 - Assign Surface Interest in LIL to the Nunatsiavut Government.

Chapter 21: Dispute Resolution

LEGISLATION AND REGULATORY AMENDMENTS

Amendments will be required to the Provincial Legislation on expropriation.

SUBJECT: Expropriation of Labrador Inuit Lands (LIL)

OBLIGATION: Return of Expropriated Lands
4.18.9

PARTIES: Canada
Province - Department of Labrador and Aboriginal Affairs
Nunatsiavut Government
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Enter into discussion for the return of Expropriated Lands and attempt to reach agreement on price.	Relevant Parties	As desired, when Land is no longer required for the purpose for which it was Expropriated.
2	Convey land back to Inuit; or refer to Arbitration Panel for resolution.	Canada - or - Province - Department of Labrador and Aboriginal Affairs Relevant Party	Upon agreement on price. In absence of agreement regarding price.
3	Conduct arbitration according to Chapter 21 of the Agreement and determine price.	Arbitration Panel	Within any time frames established by Dispute Resolution Board.
4	Convey lands.	Relevant Party	Following Arbitration Decision.
5	Make any required amendments to the Agreement to reflect changes to LIL.	Canada Province - Department of Labrador and Aboriginal Affairs Nunatsiavut Government	Upon conveyance.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

In Activity 1, the relevant parties will be Canada or the Province and the Nunatsiavut Government.

FINAL AGREEMENT PROVISIONS

- 4.18.9 Expropriated land that is no longer required for the purposes for which it was Expropriated may, with the consent of the relevant Parties, be conveyed to Inuit at an agreed price, or, in the absence of agreement, a price determined by an Arbitration Panel in accordance with chapter 21. Land conveyed to Inuit under this section shall be Labrador Inuit Lands.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Expropriate"
Chapter 21 - Dispute Resolution

LEGISLATION AND REGULATORY AMENDMENTS

Amendments will be required to the Provincial Legislation on expropriation.