

SUBJECT: Subsurface Resources Revenue Sharing

OBLIGATION: Establish Subsurface Resource Revenue sharing committee
7.6.8

PARTIES: Province - Department of Finance
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish Subsurface Resource Revenue sharing committee to: a) review issues related to Provincial Laws respecting Royalty Tax as they affect Subsurface Resource Revenue sharing; and b) be an initial forum for resolving disagreements respecting Subsurface Resource Revenue sharing and for sharing relevant information.	Province - Department of Finance Nunatsiavut Government	As needed.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Depending upon the issue, the Province may appoint various representatives to the Committee. Departments responsible for relevant Acts are as follows:

- (a) Mining and Mineral Rights Tax Act - Dept. of Finance (Tax Policy Division)
- (b) Quarry Materials Act - Dept. of Natural Resources (Mines Branch)
- (c) Mineral Act - Dept. of Natural Resources (Mines Branch)
- (d) Petroleum and Natural Gas Act - Dept. of Natural Resources (Energy Branch).

No Government is required to disclose any information that it is required or entitled to withhold by 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).

If the Subsurface Resource Revenue sharing committee can not resolve a disagreement, then the Nunatsiavut Government shall refer the matter to arbitration under Chapter 21 (7.6.9).

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

- (a) any information obtained by the Committee in confidence, unless the Person from whom the information was obtained has made the information public; and
- (b) any consultations or deliberations by the Committee and advice, recommendations or reports developed by the Committee (7.6.10).

For greater certainty, Canada incurs no obligations, including financial obligations (7.6.11).

FINAL AGREEMENT PROVISIONS

- 7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing committee to:
- (a) review issues related to Provincial Laws respecting Royalty Tax when and to the extent that they affect Subsurface Resource Revenue sharing arrangements under parts 7.3, 7.4 and 7.5; and
 - (b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Revenue”, “Royalty Tax”, “Subsurface Resource”

BUDGET AND FUNDING RESPONSIBILITIES

Each party will assume the cost of their participation on this Committee.

SUBJECT: Subsurface Resources Revenue Sharing

OBLIGATION: Provincial payments to Nunatsiavut Government for Revenue generated in Labrador Inuit Lands (LIL)
7.3.1, 7.3.2, 7.3.4, 7.6.6, 7.6.8 (b), 7.6.9

PARTIES: Province - Department of Finance
- Provincial Comptroller General’s Office
Subsurface Resource Revenue sharing committee
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine if Revenue from Subsurface Resources in LIL has been received in the previous month.	Province - Department of Finance	Monthly, prior to making calculations.
2	Make payment calculations equal to 25% of the Revenue received from Subsurface Resources in LIL to the Nunatsiavut Government.	Province - Department of Finance	In sufficient time for payment to be issued.
3	Issue payment to Nunatsiavut Government.	Province - Provincial Comptroller General’s Office	On the first business day following the twentieth day of the month after the month in which the Revenue is received.
4	If Legislation establishing the Revenue shared with the Nunatsiavut Government is amended, repealed, replaced or suspended, determine if amounts received by the Nunatsiavut Government under Activity 2 would be reduced.	Province - Department of Finance	Upon amending, repealing, replacing or suspending Legislation that established the Revenue shared with the Nunatsiavut Government.
5	Pay the Nunatsiavut Government the same level of Revenue it would have received if the Legislation had not been amended,	Province - Department of Finance	Upon determination that the Nunatsiavut Government Revenue would have been reduced.

	repealed, replaced or suspended.		
6	Refer any disagreements about calculations or payments to the Subsurface Resource Revenue sharing committee.	Nunatsiavut Government Province - Department of Finance	Upon disagreement.
7	Attempt to resolve disagreement.	Subsurface Resource Revenue sharing committee	Once issue has been referred.
8	Refer any disagreements over calculations or payments to arbitration under Chapter 21.	Nunatsiavut Government Province	If there is no resolution at Activity 7.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Province will provide an annual statement of account with respect to calculation of Revenue sharing payments as per Activity Sheet 7-7.

The Inuit own an undivided 25% interest in all Subsurface Resources in Labrador Inuit Lands (4.4.1(a)), including those Subsurface Resources for which an interest exists on the Effective Date (4.11.2). This includes Provincial Revenues received under: Mining and Mineral Rights Tax Act, Mineral Act, Quarry Materials Act, and Petroleum and Natural Gas Act.

Payments due to the Nunatsiavut Government shall be determined in respect of Revenue attributable after the Effective Date (7.6.1).

For the purposes of determining the amounts to be paid to the Nunatsiavut Government:

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

The amount of the Revenue to be shared shall be determined without reference to any credit or any other adjustment in computing the Revenue that is:

- (a) determined with reference to other taxes or amounts that are not Revenue eligible for sharing under that part; or
- (b) in respect of exploration activity that does not relate to Subsurface Resources that give rise to the Revenue to be shared (7.6.2).

If, as a result of the application of 7.6.2 (b), it is determined that the Revenue payable to the Nunatsiavut Government is in excess of the Revenues received by the Province from Subsurface Resources in LIL

(7.3), LISA outside LIL (7.4) and the Voisey's Bay Project (7.5), the Province may defer payment to the Nunatsiavut Government according to Activity Sheet 7-5 (7.6.3).

For purposes of determining the Revenue entitlement of the Nunatsiavut Government, should any Person make a partial payment to the Province including Revenue subject to sharing and also amounts payable under other Provincial tax Legislation (such as payroll taxes, income taxes etc.), then the payment shall be prorated on the basis of the amount owed on all outstanding tax accounts at that time. Example: If a company owes \$1,000,000 in mining tax and \$500,000 in payroll tax and makes a payment of \$150,000 to the Province, then the Province must attribute \$100,000 to the mining tax and \$50,000 to the payroll tax. In this example, only the mining tax would be subject to Revenue sharing with the Nunatsiavut Government (7.6.4).

The Province shall not apply any mineral holding impost (tax on an undeveloped subsurface interest) in Labrador Inuit Lands (4.4.16).

FINAL AGREEMENT PROVISIONS

- 7.3.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to 25 percent of the Revenue from Subsurface Resources in Labrador Inuit Lands.
- 7.3.2 Payments by the Province to the Nunatsiavut Government in respect of the amounts to be paid under section 7.3.1 shall be calculated on the basis of the amount of the Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.
- 7.3.4 If the Province amends, repeals, replaces or suspends any Legislation establishing the Revenue shared with the Nunatsiavut Government under section 7.3.1, and if the Revenue received by the Nunatsiavut Government under section 7.3.1 is reduced as a result of the amendment, repeal, replacement or suspension, the Nunatsiavut Government shall remain entitled to, and shall be paid, the same level of Revenue it would have received if the Legislation establishing the Revenue shared with the Nunatsiavut Government under section 7.3.1 had not been amended, repealed, replaced or suspended.
- 7.6.6 Any amount due under parts 7.3, 7.4 or 7.5 shall be a debt due by the Province to the Nunatsiavut Government and shall bear interest from the due date at the prime rate that may from time to time prevail plus two percent.
- 7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing committee to:...
- (b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.
- 7.6.9 If the Nunatsiavut Government disagrees with a calculation or a payment made to it under part 7.3, 7.4 or 7.5 and the disagreement cannot be resolved after referral to the Committee, the disagreement shall be referred to arbitration under chapter 21.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Revenue", "Subsurface Resource"

7.6.7 - Process for rectifying overpayment from Province to Nunatsiavut Government

7.6.8 - Subsurface Resource Revenue sharing committee

Chapter 21 - Dispute Resolution

7-3

SUBJECT: Subsurface Resources Revenue Sharing

**OBLIGATION: Provincial payments to Nunatsiavut Government for Revenue generated in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) and the Donner Area
7.4.1, 7.4.2, 7.4.4, 7.6.6, 7.6.8 (b), 7.6.9, 7.11.1, 7.11.2**

**PARTIES: Province -Department of Finance
-Provincial Comptroller General’s Office
Nunatsiavut Government
Subsurface Resource Revenue sharing committee**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine if Revenue from Subsurface Resources in LISA outside LIL has been received in the previous month.	Province - Department of Finance	Monthly, prior to making calculations.
2	Make payment calculations equal to 50% of the first \$2.0 million and 5% of any additional Revenue from Subsurface Resources received in a fiscal year and specify any money attributable to the Donner Project Area.	Province - Department of Finance	In sufficient time for payment to be issued.
3	Determine if amount owing would result in Inuit per capita income equal to or exceeding the Canadian average.	Province - Department of Finance	Prior to making any adjustment to the payment due.
4	Issue payment to Nunatsiavut Government, if Inuit income would be below Canadian average, after making calculations at Activity 3.	Province - Provincial Comptroller General’s Office	On the first business day following the twentieth day of the month after the month in which the Revenue is received.
5	Share any amounts in accordance with any applicable overlap agreement	Nunatsiavut Government	Upon receipt of any money attributable to the Donner Project Area.

	with respect to the Donner Project Area.		
6	Refer any disagreements about calculations or payments to the Subsurface Resource Revenue sharing committee.	Nunatsiavut Government Province - Department of Finance	Upon disagreement.
7	Attempt to resolve disagreement.	Subsurface Resource Revenue sharing committee	Once issue has been referred.
8	Refer disagreement over calculations or payments made to arbitration under Chapter 21.	Nunatsiavut Government Province	If there is no resolution at Activity 7.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If, as a result of the application of 7.6.2 (b), it is determined that the Revenue payable to the Nunatsiavut Government is in excess of the Revenues received by the Province from Subsurface Resources in LIL (7.3), LISA outside LIL (7.4) and the Voisey’s Bay Project (7.5), the Province may defer payment to the Nunatsiavut Government according to Activity Sheet 7-5 (7.6.3).

Payments due to the Nunatsiavut Government shall be determined in respect of Revenue attributable after the Effective Date (7.6.1).

For purposes of determining the amounts to be paid under Activity 2:

- (a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and
- (b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable (7.4.3).

The amount of the Revenue to be shared shall be determined without reference to any credit or any other adjustment in computing the Revenue that is:

- (a) determined with reference to other taxes or amounts that are not Revenue eligible for sharing under that part; or
- (b) in respect of exploration activity that does not relate to Subsurface Resources that give rise to the Revenue to be shared (7.6.2).

For purposes of determining the Revenue entitlement of the Nunatsiavut Government, should any Person make a partial payment to the Province including Revenue subject to sharing and also amounts payable under other Provincial tax Legislation (such as payroll taxes, income taxes etc.), then the payment shall be

prorated on the basis of the amount owed on all outstanding tax accounts at that time. Example: If a company owes \$1,000,000 in mining tax and \$500,000 in payroll tax and makes a payment of \$150,000 to the Province, then the Province must attribute \$100,000 to the mining tax and \$50,000 to the payroll tax. In this example, only the mining tax would be subject to Revenue sharing with the Nunatsiavut Government (7.6.4).

The Donner Project Area is absolutely deemed to be part of the Labrador Inuit Settlement Area for purposes of this Activity Sheet (7.11.1).

FINAL AGREEMENT PROVISIONS

- 7.4.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to:
- (a) 50 percent of the first \$2.0 million of Revenue in a fiscal year; and
 - (b) five percent of any Revenue in a fiscal year that is in excess of the \$2.0 million of Revenue referred to in subsection (a),
- from Subsurface Resources in the Labrador Inuit Settlement Area outside Labrador Inuit Lands. For purposes of this section, "Revenue" excludes the Revenue from the Voisey's Bay Project.
- 7.4.2 Payments by the Province to the Nunatsiavut Government in respect of amounts to be paid under section 7.4.1 shall be calculated on the basis of the amount of the Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.
- 7.4.4 The amount due to the Nunatsiavut Government from the Province under section 7.4.1 shall not exceed the amount that, if distributed equally among Inuit, would result in an annual average per capita income for Inuit equal to or greater than the Canadian average per capita income.
- 7.6.6 Any amount due under parts 7.3, 7.4 or 7.5 shall be a debt due by the Province to the Nunatsiavut Government and shall bear interest from the due date at the prime rate that may from time to time prevail plus two percent.
- 7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing committee to:...
- (b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.
- 7.6.9 If the Nunatsiavut Government disagrees with a calculation or a payment made to it under part 7.3, 7.4 or 7.5 and the disagreement cannot be resolved after referral to the Committee, the disagreement shall be referred to arbitration under chapter 21.
- 7.11.2 The Nunatsiavut Government shall share any amount that it may receive under section 7.4.1 in respect of the Donner Project Area in accordance with any applicable overlap agreement.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Revenue", "Subsurface Resource"

7.6.7 - Process for rectifying overpayment from Province to Nunatsiavut Government

7.6.8 - Subsurface Resource Revenue sharing committee
Chapter 7 - Annex B: Donner Area
Chapter 21 - Dispute Resolution

Activity Sheet: 7-4

SUBJECT: Subsurface Resources Revenue Sharing**OBLIGATION: Provincial payments to Nunatsiavut Government for Revenue generated by the Voisey's Bay Project
7.5.1, 7.5.2, 7.6.6, 7.6.8 (b), 7.6.9****PARTIES: Province - Department of Finance
- Provincial Comptroller General's Office
Subsurface Resource Revenue sharing committee**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine if Revenue from the Voisey's Bay Project has been received in the previous month.	Province - Department of Finance	Monthly, prior to making calculations.
2	Make payment calculations equal to 5% of Revenue received.	Province - Department of Finance	In sufficient time for payment to be issued.
3	Issue payment to Nunatsiavut Government.	Province - Provincial Comptroller General's Office	On the first business day following the twentieth day of the month after the month in which the Revenue is received.
4	Refer any disagreements about calculations or payments to the Subsurface Resource Revenue sharing committee.	Nunatsiavut Government Province - Department of Finance	Upon disagreement.
5	Attempt to resolve disagreement.	Subsurface Resource Revenue sharing committee	Once issue has been referred.
6	Refer disagreement over calculations or payments made to arbitration under Chapter 21.	Nunatsiavut Government Province	If there is no resolution at Activity 5.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

If, as a result of the application of 7.6.2 (b), it is determined that the Revenue payable to the Nunatsiavut

Government is in excess of the Revenues received by the Province from Subsurface Resources in LIL (7.3), LISA outside LIL (7.4) and the Voisey's Bay Project (7.5), the Province may defer payment to the Nunatsiavut Government according to Activity Sheet 7-5 (7.6.3).

For purposes of determining the amounts to be paid under Activity 2:

- (a) an instalment paid on account of the Revenue receivable by the Province is deemed to be Revenue received by the Province at the time it is paid; and
- (b) any Revenue receivable by the Province from an agent of or corporation controlled by the Province is deemed to be Revenue received by the Province at the time the Revenue becomes receivable (7.5.3).

Payments under Activity 2 are in addition to any payments under Activity Sheets 7-2 and 7-3.

Where Revenue is determined for a period commencing before the Effective Date and ending after the Effective Date, Revenue shared under Activity 2 shall be calculated by the ratio of the number of days after the Effective Date to the total number of days in the period (7.6.1).

The amount of the Revenue to be shared shall be determined without reference to any credit or any other adjustment in computing the Revenue that is:

- (a) determined with reference to other taxes or amounts that are not Revenue eligible for sharing under that part; or
- (b) in respect of exploration activity that does not relate to Subsurface Resources that give rise to the Revenue to be shared (7.6.2).

For purposes of determining the Revenue entitlement of the Nunatsiavut Government, should any Person make a partial payment to the Province including Revenue subject to sharing and also amounts payable under other Provincial tax Legislation (such as payroll taxes, income taxes etc.), then the payment shall be prorated on the basis of the amount owed on all outstanding tax accounts at that time. Example: If a company owes \$1,000,000 in mining tax and \$500,000 in payroll tax and makes a payment of \$150,000 to the Province, then the Province must attribute \$100,000 to the mining tax and \$50,000 to the payroll tax. In this example, only the mining tax would be subject to Revenue sharing with the Nunatsiavut Government (7.6.4).

FINAL AGREEMENT PROVISIONS

- 7.5.1 The Nunatsiavut Government is entitled to receive, and the Province shall pay to the Nunatsiavut Government, an amount equal to five percent of the Revenue from the Voisey's Bay Project.
- 7.5.2 Payments by the Province to the Nunatsiavut Government in respect of the amounts to be paid under section 7.5.1 shall be calculated on the basis of the amount of Revenue received by the Province in each month and shall be paid by the Province to the Nunatsiavut Government on the first business day following the twentieth day of the month after the month in which the Revenue is received by the Province.
- 7.6.6 Any amount due under parts 7.3, 7.4 or 7.5 shall be a debt due by the Province to the Nunatsiavut Government and shall bear interest from the due date at the prime rate that may from time to time prevail plus two percent.
- 7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing

committee to:...

- (b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.

7.6.9 If the Nunatsiavut Government disagrees with a calculation or a payment made to it under part 7.3, 7.4 or 7.5 and the disagreement cannot be resolved after referral to the Committee, the disagreement shall be referred to arbitration under chapter 21.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Revenue”, “Subsurface Resource”, “Voisey’s Bay Project”

7.6.7 - Process for rectifying overpayment from Province to Nunatsiavut Government

7.6.8 - Subsurface Resource Revenue sharing committee

Chapter 21 - Dispute Resolution

SUBJECT: Subsurface Resources Revenue Sharing

**OBLIGATION: Option to defer payments to Nunatsiavut Government
7.6.3**

**PARTIES: Province - Department of Finance
- Provincial Comptroller General’s Office
Nunatsiavut Government**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Add payment calculations made in Activity 2 of Activity Sheets 7-2, 7-3 and 7-4.	Province - Department of Finance	Prior to making payments under Activity Sheets 7-2, 7-3 or 7-4.
2	Determine if amounts owing to Nunatsiavut Government exceed Revenue received by the Province.	Province - Department of Finance	Prior to making payments under Activity Sheets 7-2, 7-3 or 7-4.
3	If amounts owing to Nunatsiavut Government exceed Revenue received by the Province, decide whether to defer payment.	Province - Department of Finance	Prior to making payment under Activity Sheets 7-2, 7-3 or 7-4.
4	Calculate the interest payable on the deferred amounts owing to the Nunatsiavut Government with interest payable at the prevailing prime rate plus two percent and make payment to Nunatsiavut Government.	Province - Department of Finance Province - Provincial Comptroller General’s Office	On the date that the payment is made - not to exceed 5 years of deferral decision in Activity 3.

FINAL AGREEMENT PROVISIONS

7.6.3 If, as a result of the application of subsection 7.6.2(b), the Revenue entitlement of the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 exceeds the actual Revenue received by the Province from Subsurface Resources in the Labrador Inuit Settlement Area, Labrador Inuit Lands and from the Voisey’s Bay Project, payment of the excess amount may be deferred for up to five years, with interest payable at the prime rate that may from time to time prevail plus two percent.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Revenue"

SUBJECT: Subsurface Resources Revenue Sharing

**OBLIGATION: Rectifying overpayment to Nunatsiavut Government
7.6.7, 7.6.8 (b), 7.6.9**

**PARTIES: Province - Department of Finance
Nunatsiavut Government
Subsurface Resource Revenue sharing committee**

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	If overpayment is made pursuant to Activity Sheets 7-2, 7-3, 7-4, notify and request payment from Nunatsiavut Government.	Province - Department of Finance	Once overpayment has been identified.
2	Decide whether notice of overpayment is accurate.	Nunatsiavut Government	Upon receipt of notice.
3	If concur with notice from Province, repay overpayment.	Nunatsiavut Government	If payment is made within nineteen days of notice interest does not apply. Payments on or after the twentieth day of notice, shall include interest on overpayment at the prevailing prime rate plus two percent.
4	If in disagreement with overpayment notice from the Province, refer to Subsurface Resource Revenue sharing committee.	Nunatsiavut Government	Upon decision at Activity 2 that overpayment is not accurate.
5	Attempt to resolve overpayment issue.	Subsurface Resource Revenue sharing committee	Once issue has been referred by Nunatsiavut Government.
6	Refer disagreement over calculations or payments made to arbitration under Chapter 21.	Nunatsiavut Government Province	If resolution can not be reached in Activity 5.

FINAL AGREEMENT PROVISIONS

- 7.6.7 Any overpayment by the Province under part 7.3, 7.4 or 7.5 shall be a debt due to the Province by the Nunatsiavut Government and shall bear interest from the twentieth day after the date of notice of the overpayment to the Nunatsiavut Government at the prime rate that may from time to time prevail plus two percent.
- 7.6.8 The Province and the Nunatsiavut Government shall establish a Subsurface Resource Revenue sharing committee to: ...
- (b) be the initial forum for the Province and the Nunatsiavut Government to resolve disagreements respecting payments made to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 and for sharing information for that purpose.
- 7.6.9 If the Nunatsiavut Government disagrees with a calculation or a payment made to it under part 7.3, 7.4 or 7.5 and the disagreement cannot be resolved after referral to the Committee, the disagreement shall be referred to arbitration under chapter 21.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Revenue”, “Subsurface Resource”

Chapter 21 - Dispute Resolution

7.3 - Revenue Sharing in Labrador Inuit Lands

7.4 - Revenue Sharing in the Labrador Inuit Settlement Area outside Labrador Inuit Lands

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

SUBJECT: Subsurface Resources Revenue Sharing

OBLIGATION: Annual statement of accounts with respect to calculation of Revenue sharing payments
7.6.5

PARTIES: Province - Provincial Auditor General
- Department of Finance
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare a detailed statement identifying and disclosing the basis for payments to the Nunatsiavut Government for Revenue sharing: a) in Labrador Inuit Lands (LIL); b) in Labrador Inuit Settlement Area (LISA) outside LIL; and c) from the Voisey's Bay Project.	Province - Department of Finance	Prior to Provincial Auditor General approval.
2	Verify financial statement in accordance with the <i>Auditor General Act</i> .	Province - Provincial Auditor General	Prior to sending statement to Nunatsiavut Government.
3	Send statement to the Nunatsiavut Government.	Province - Department of Finance	Within six months from the end of the Province's fiscal year.

FINAL AGREEMENT PROVISIONS

7.6.5 The Province shall provide to the Nunatsiavut Government, within six months from the end of the Province's fiscal year, a detailed statement, verified by the auditor general for the Province in accordance with the *Auditor General Act*, disclosing the basis upon which payments to the Nunatsiavut Government under parts 7.3, 7.4 and 7.5 were calculated.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Revenue"
Provincial Auditor General Act

SUBJECT: Inuit Impact and Benefits Agreements (IIBA)

OBLIGATION: Conduct IIBA negotiations for Developments in Labrador Inuit Lands (LIL)
7.7.1, 7.7.2, 7.7.6, 7.7.7, 7.7.14

PARTIES: Nunatsiavut Government
Developer

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of proposed Development in LIL, including a Water Lot, and intent to negotiate IIBA.	Developer	At the earliest reasonable opportunity.
2	Review proposal and notify Developer: a) that it is declining to negotiate; b) of its intent to negotiate; or c) that it is waiving the requirement for an IIBA.	Nunatsiavut Government	At the earliest reasonable opportunity.
3	Start and conduct negotiations according to the principles of section 7.7.6 of Agreement.	Developer Nunatsiavut Government	a) At the earliest reasonable opportunity following notification of intent to negotiate at Activity 2, or b) upon receipt of notice from Nunatsiavut Government to start negotiations.
4	Make efforts to conclude IIBA negotiations.	Nunatsiavut Government Developer	At the earliest reasonable opportunity.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

A Plan Holder permitted to quarry a Quarry Material in Labrador Inuit Lands outside Specified Material Lands is not required to enter into an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government (4.12.2).

An IIBA may provide for any matter connected with a Development or Major Development, including any

marine transportation in the Zone directly associated with the Development or Major Development, that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit, including any matter identified in schedule 7-A of the Agreement (7.7.5).

An IIBA shall be a contract (7.7.8).

A Development will not be allowed to proceed in LIL without a completed IIBA (7.7.2), except in the case of military and national emergencies (7.7.15). The IIBA process for these exceptions will be as indicated on Activity Sheet 7-14.

FINAL AGREEMENT PROVISIONS

- 7.7.1. This part applies to a Development in a Water Lot but does not otherwise apply to a Development in the Zone.
- 7.7.2 Subject to sections 7.7.14 and 7.7.15, no Development, or any part, phase or stage of a Development, including any marine transportation in the Zone directly associated with the Development, may commence in Labrador Inuit Lands until an agreement has been concluded between the Developer and the Nunatsiavut Government in accordance with this part or, in circumstances referred to in section 7.7.15, has been established for them by an Arbitration Panel in accordance with this part.
- 7.7.6 The negotiation of an Inuit Impacts and Benefits Agreement shall be guided by the following principles:
- (a) the benefits shall be consistent with and promote Inuit cultural goals;
 - (b) the nature and extent of the benefits shall be related to the nature, scale and cost of the Development or Major Development;
 - (c) the benefits shall not place an excessive burden on the Developer or undermine the viability of the Development or Major Development;
 - (d) any negative impacts on the Environment, Inuit and Inuit rights under the Agreement shall be avoided, mitigated or compensated in a manner consistent with the nature, scale and cost of the Development or Major Development; and
 - (e) the Inuit Impacts and Benefits Agreement shall give priorities to Inuit but shall not preclude other residents of the Labrador Inuit Settlement Area from obtaining benefits from the Development or Major Development.
- 7.7.7 A Developer who proposes a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall:
- (a) give written notice of the proposed Development or Major Development to the Nunatsiavut Government at the earliest reasonable opportunity;
 - (b) start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development upon receipt of written notice to do so from the Nunatsiavut Government; and

- (c) make efforts to conclude an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government at the earliest reasonable opportunity.

7.7.14 The Developer and the Nunatsiavut Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Developer”, “Development”, “Plan Holder”, “Quarry Material”, “Specified Material Lands”, “Subsurface Interest”, “Water Lot”, “Zone”.

Schedule 7-A - Matters to be included in an IIBA

7.7.15 - Military and National Emergencies

SUBJECT: Inuit Impact and Benefits Agreements

OBLIGATION: Conduct IIBA negotiations for Major Developments in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 7.7.3, 7.7.6, 7.7.7, 7.7.14

PARTIES: Developer
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government, in writing, of proposed Major Development in LISA outside LIL and intent to negotiate IIBA.	Developer	At the earliest reasonable opportunity.
2	Review proposal and notify Developer of intent to: a) negotiate IIBA; or b) waive IIBA.	Nunatsiavut Government	At the earliest reasonable opportunity.
3	Start and conduct negotiations according to the principles of section 7.7.6 of Agreement and make efforts to conclude negotiations at the earliest reasonable opportunity.	Developer Nunatsiavut Government	a) at the earliest reasonable opportunity following notification of intent to negotiate at Activity 2; or b) upon receipt of notice from Nunatsiavut Government to start negotiations.
4	Conclude IIBA negotiations by: a) continuing negotiations in good faith; b) unilateral referral to arbitration upon expiry of 90 clear days from the issuance of last permit (Activity Sheet 7-10); c) joint referral to arbitration (Activity Sheet 7-11); or d) unilateral referral to arbitration for reasons of bad faith after the issuance of the last permit (Activity	Nunatsiavut Government Developer	Before commencing work unless Minister approves commencement of work under Activity Sheet 7-13 or 7-14.

	Sheet 7-12).		
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PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

IIBAs for Major Developments in the Zone are addressed on Activity Sheets 6-20 to 6-25 (see Ocean Management Chapter).

An Inuit Impacts and Benefits Agreement may include any matter connected with a Development or Major Development that could have a detrimental impact on Inuit or that could reasonably confer a benefit on Inuit, including those matters identified in schedule 7-A of the Agreement (7.7.5).

Developers of Major Developments in LISA outside LIL are subject to Harvesting Compensation under Chapter 14 unless the Nunatsiavut Government agrees otherwise in an IIBA (7.7.4).

Any permit issued prior to conclusion of an IIBA must be conditional, and of no force or effect until an IIBA is concluded through negotiations or arbitration (7.7.9).

A Major Development will not be allowed to proceed in LISA outside LIL without an IIBA concluded through negotiations or arbitration except in the cases of: (a) project jeopardization or (b) military and national emergencies, in which case the process will be as indicated on Activity Sheet 7-13 and 7-14 respectively (7.7.2).

An IIBA is a Contract (7.7.8).

A Developer cannot split a Major Development to avoid negotiating an IIBA (7.7.17).

If a court of competent jurisdiction is satisfied on the balance of probabilities that a Developer has split a Major Development in order to avoid an IIBA, the court may, upon application of the Nunatsiavut Government, enjoin the Developer from proceeding or from continuing to operate. Nothing in this section prevents a court from making any other order or award in respect of an application by the Nunatsiavut Government (7.7.18).

FINAL AGREEMENT PROVISIONS

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

7.7.6 The negotiation of an Inuit Impacts and Benefits Agreement shall be guided by the following principles:

- (f) the benefits shall be consistent with and promote Inuit cultural goals;
- (g) the nature and extent of the benefits shall be related to the nature, scale and cost of the Development or Major Development;
- (h) the benefits shall not place an excessive burden on the Developer or undermine

the viability of the Development or Major Development;

- (i) any negative impacts on the Environment, Inuit and Inuit rights under the Agreement shall be avoided, mitigated or compensated in a manner consistent with the nature, scale and cost of the Development or Major Development; and
- (j) the Inuit Impacts and Benefits Agreement shall give priorities to Inuit but shall not preclude other residents of the Labrador Inuit Settlement Area from obtaining benefits from the Development or Major Development.

7.7.7 A Developer who proposes a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall:

- (a) give written notice of the proposed Development or Major Development to the Nunatsiavut Government at the earliest reasonable opportunity;
- (b) start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development at the earliest reasonable opportunity and, in any event, start the negotiation of an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government in respect of the proposed Development or Major Development upon receipt of written notice to do so from the Nunatsiavut Government; and
- (c) make efforts to conclude an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government at the earliest reasonable opportunity.

7.7.14 The Developer and the Nunatsiavut Government may agree that an Inuit Impacts and Benefits Agreement is not required for a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Developer”, “Inuit Impacts and Benefits Agreement”, “Major Development”

7.7.10 - Referral to arbitration after 90 clear day negotiation period

7.7.11 - Joint referral to arbitration within the 90 clear day negotiation period

7.7.12 - Referral to arbitration on grounds of bad faith

7.7.13 - Project jeopardization

7.7.15 - Military and national emergencies

Activity Sheet: 7-10

SUBJECT: Inuit Impacts and Benefits Agreements (IIBA) for Major Development in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL)

OBLIGATION: Unilateral Referral to arbitration
7.7.10 & 21.6.3

PARTIES: Nunatsiavut Government
Province - Relevant Provincial Minister
Developer
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer unresolved IIBA issues in writing to arbitration under Chapter 21.	Nunatsiavut Government Province - Relevant Provincial Minister Developer	As desired, if IIBA has not been concluded within 90 clear days after the issuance of the last permit or authorization required for the Major Development to commence.
2	Notify other parties of referral to arbitration.	Party making referral at Activity 1	Immediately upon referral to arbitration.
3	Conduct arbitration and make decision.	Arbitration Panel	Within 90 clear days of referral.

FINAL AGREEMENT PROVISIONS

7.7.10 If an Inuit Impacts and Benefits Agreement has not been concluded by the Nunatsiavut Government and a Developer within 90 clear days from the date of the last permit or authorization required for the Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands to commence, the Nunatsiavut Government, the Developer or the Minister may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within 90 clear days from the date of referral.

21.6.3 Except in the case of a joint submission under subsection 21.6.4 (c), the Disputant initiating a submission shall immediately serve the submission referred to in section 21.6.2 on all other Disputants.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Developer”, “Inuit Impacts and Benefits Agreement”, “Major Development”

Chapter 21 - Dispute Resolution

SUBJECT: Inuit Impacts and Benefits Agreements (IIBA) for Major Development in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL)

OBLIGATION: Joint referral to arbitration
7.7.11

PARTIES: Nunatsiavut Government
Developer
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Jointly refer, in writing, any or all questions related to an IIBA to arbitration under Chapter 21.	Nunatsiavut Government - and - Developer	By agreement, at any time after commencement of IIBA negotiations.
2	Conduct arbitration and make a decision.	Arbitration Panel	Within 90 clear days of referral.

FINAL AGREEMENT PROVISIONS

7.7.11 Nothing in this part prevents or is to be construed as preventing the Nunatsiavut Government and a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands from referring any or all questions relating to the content, terms or conditions of an Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and, in that event and if section 7.7.9 applies, the Arbitration Decision shall be made within the arbitration period referred to in section 7.7.10.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Developer”, “Inuit Impacts and Benefits Agreement”
7.7.9 - Conditional permitting or authorization for Major Development pending the conclusion of an IIBA.
7.7.10 - Unilateral referral to arbitration.
Chapter 21 - Dispute Resolution

SUBJECT: Inuit Impacts and Benefits Agreements (IIBA) for Major Development in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL)

OBLIGATION: Referrals to arbitration on grounds of bad faith
7.7.12

PARTIES: Nunatsiavut Government
Developer
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer, in writing, any unresolved issues to arbitration under Chapter 21, along with substantiation of bad faith.	Nunatsiavut Government - or - Developer	As desired, after issuance of the last conditional permit, and upon evidence of bad faith.
2	Determine whether bad faith has occurred.	Arbitration Panel	Upon receipt of referral.
3	If bad faith has occurred, conduct arbitration and make decision.	Arbitration Panel	Within 90 clear days of referral.

FINAL AGREEMENT PROVISIONS

7.7.12 Notwithstanding section 7.7.10, in the circumstances referred to in section 7.7.9, if a Developer of a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands or the Nunatsiavut Government considers that the other party is not negotiating in good faith within the first 90 clear days from the date of the last permit or authorization required for the Major Development to commence, that party may immediately refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21 and the Arbitration Decision shall be made within the arbitration period referred to in section 7.7.10.

CROSS-REFERENCED AND RELATED PROVISIONS

- General Definitions and Interpretation - 1.1.1 - “Arbitration Panel”, “Developer”
- 7.7.9 - Conditional permitting or authorization for Major Development pending the conclusion of an IIBA.
- 7.7.10 - Unilateral referral to arbitration
- Chapter 21 - Dispute Resolution

SUBJECT: Inuit Impacts and Benefits Agreements (IIBA)

OBLIGATION: Ministerial override for Major Development in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) 7.7.13 & 7.7.16

PARTIES: Nunatsiavut Government
 Province - Relevant Minister
 Canada - Relevant Minister
 Developer
 Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	<p>Notify Nunatsiavut Government of intent to authorize a Major Development to proceed if:</p> <p>a) the Developer and the Nunatsiavut Government agree; or</p> <p>b) a delay in completing the arbitration would, in the opinion of the Minister, jeopardize the Major Development.</p> <p>Provide:</p> <p>i) sufficient details; and</p> <p>ii) reasonable time frame for response.</p>	<p>Province - Relevant Minister</p> <p>Canada - Relevant Minister</p>	<p>If the Arbitration Decision is not made within 90 clear days.</p>
2	<p>Review information as provided; prepare and submit views, including whether or not to agree to allow Major Development to proceed.</p>	<p>Nunatsiavut Government</p>	<p>Within time frame identified in Activity 1 (ii).</p>
3	<p>Give full and fair consideration of views presented by Nunatsiavut Government.</p>	<p>Province - Relevant Minister</p> <p>Canada - Relevant Minister</p>	<p>As soon as possible prior to making a decision.</p>
	<p>Decide whether or not to</p>	<p>Province - Relevant Minister</p>	<p>As desired, following full</p>

4	allow Major Development to commence.	Canada - Relevant Minister	and fair consideration of views presented by Nunatsiavut Government.
5	If yes, notify, in writing, the Nunatsiavut Government and the Arbitration Panel of authorization to commence Major Development.	Province - Relevant Minister Canada - Relevant Minister	Upon determination that a Major Development is authorized to commence.
6	Determine compensation for benefits lost through commencement of Major Development prior to conclusion of an IIBA.	Arbitration Panel	Upon making final arbitration decision.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

It is anticipated that the Minister will confer with the Developer in making a decision regarding agreement to proceed with authorization of the Major Development prior to an Arbitration Decision and subject to compensation for lost benefits.

FINAL AGREEMENT PROVISIONS

7.7.13 If an Arbitration Decision under section 7.7.10, 7.7.11 or 7.7.12 is not made within the arbitration period referred to in section 7.7.10, the Minister may, after Consulting the Nunatsiavut Government but subject to section 7.7.16, authorize Construction of the Major Development to commence if the Developer has obtained all necessary approvals and if:

- (a) the Developer and the Nunatsiavut Government agree; or
- (b) the delay in completing the arbitration would, in the opinion of the Minister, jeopardize the Major Development.

The Minister shall give written notice to the Arbitration Panel and the Nunatsiavut Government of an authorization under this section.

7.7.16 If, under section 7.7.13 or 7.7.15, a Development or Major Development commences prior to the conclusion of an Inuit Impacts and Benefits Agreement an Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Development or Major Development prior to the conclusion of the Inuit Impacts and Benefits Agreement.

CROSS-REFERENCED AND RELATED PROVISIONS

- General Definitions and Interpretation - 1.1.1 - “Arbitration Decision,” Arbitration Panel”, “Developer”, “Major Development”
- 7.7.10 - Referral to arbitration after 90 clear day negotiation period
- 7.7.11 - Joint referral to arbitration within the 90 clear day negotiation period
- 7.7.12 - Referral to arbitration on grounds of bad faith
- 7.7.15 - Military and national emergencies
- Chapter 21 - Dispute Resolution

SUBJECT: Inuit Impacts and Benefits Agreements (IIBA)

OBLIGATION: Ministerial override for military and national emergencies
7.7.15 & 7.7.16

PARTIES: Governor in Council
Canada - Relevant Minister
Nunatsiavut Government
Developer
Arbitration Panel

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Declare military or national emergency.	Governor in Council	As necessary.
2	Determine whether a proposed Development, including a Major Development, in Labrador Inuit Lands (LIL); or a Major Development in the Labrador Inuit Settlement Area (LISA) outside LIL, is connected to the military or national emergency.	Canada - Relevant Minister	After Governor in Council makes declaration.
3	If connected to the military or national emergency, authorize Development or Major Development to commence.	Canada - Relevant Minister	As desired.
4	Negotiate and attempt to reach agreement on IIBA.	Nunatsiavut Government Developer	As soon as practicable once commencement has been authorized.
5	Refer unresolved issues to arbitration under Chapter 21.	Nunatsiavut Government - or - Developer	As desired, if no IIBA has been reached within 90 clear days after the start of Construction.
6	Conduct arbitration; and make decision, including determination of compensation for benefits lost	Arbitration Panel	Upon making final Arbitration Decision.

	through commencement of Development or Major Development prior to conclusion of IIBA.		
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PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The holder of a Subsurface Interest in Labrador Inuit Lands shall be considered a “Developer” for purposes of this Activity Sheet (4.12.1), with the exception of quarries in Specified Material Lands(4.12.2).

FINAL AGREEMENT PROVISIONS

- 7.7.15 If the Governor in Council declares a military or national emergency, a Development in Labrador Inuit Lands or a Major Development in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that, in the sole discretion of the Minister, is declared to be connected to the military or national emergency may commence prior to the conclusion of an Inuit Impacts and Benefits Agreement, but an Inuit Impacts and Benefits Agreement shall be negotiated between the Developer and the Nunatsiavut Government and, if an Inuit Impacts and Benefits Agreement has not been concluded within 90 clear days from the start of Construction of the Development or Major Development, either the Developer or the Nunatsiavut Government may refer any unresolved issue relating to the content, terms or conditions of the Inuit Impacts and Benefits Agreement to arbitration under chapter 21.

- 7.7.16 If, under section 7.7.13 or 7.7.15, a Development or Major Development commences prior to the conclusion of an Inuit Impacts and Benefits Agreement an Arbitration Panel shall ensure that benefits received by Inuit under the Arbitration Decision include compensation, which may be in the form of replacement benefits, for the benefits lost through commencement of the Development or Major Development prior to the conclusion of the Inuit Impacts and Benefits Agreement.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Arbitration Decision”, “Arbitration Panel”, “Construction”, “Development”, “Inuit Impacts and Benefits Agreement”, “Major Development”

Chapter 21 - Dispute Resolution

SUBJECT: Impacts and benefits for Developments other than Major Developments

OBLIGATION: Consult on impacts and benefits for Developments other than Major Developments in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL)
7.7.19

PARTIES: Developer
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Nunatsiavut Government of any proposed Development, other than a Major Development, in LISA outside LIL, and any matters identified in schedule 7-A. Provide: a) sufficient details; and b) reasonable time frame for response.	Developer	At the earliest opportunity.
2	Review information as provided; prepare and submit views.	Nunatsiavut Government	As per time frame established in Activity 1 (b).
3	Give full and fair consideration to views presented by the Nunatsiavut Government.	Developer	Upon receipt of views.

FINAL AGREEMENT PROVISIONS

7.7.19 A Developer who proposes a Development, other than a Major Development, in the Labrador Inuit Settlement Area outside Labrador Inuit Lands shall, at the earliest opportunity, Consult the Nunatsiavut Government about the proposed Development and about matters in relation to the proposed Development that are set out in schedule 7-A.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Developer”, “Development”, “Major Development”

Schedule 7-A: Matters Appropriate for Negotiation and Inclusion in an Inuit Impacts and Benefits Agreement

Activity Sheet: 7-16

SUBJECT: Co-ordination of Economic Development Policies

OBLIGATION: Develop and consult on Provincial economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area (LISA)
7.8.4 & 7.8.5

PARTIES: Nunatsiavut Government
Province - Relevant Provincial Minister

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare economic development policies, plans, programs and services that apply to LISA, in consultation with the Nunatsiavut Government, taking into account section 7.8.4(b) of the Agreement.	Province - Relevant Provincial Minister	As desired.
2	Use or amend economic development policies, plans, programs and services that apply to the LISA, to achieve the objectives in section 7.8.5 of the Agreement.	Province - Relevant Provincial Minister	As desired upon determination that it is reasonable to do so.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet could apply to several Provincial Departments including, but not limited to: Human Resources and Employment; Innovation, Trade and Rural Development.

FINAL AGREEMENT PROVISIONS

7.8.4 In developing economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area, the Province shall:

- (a) consult the Nunatsiavut Government; and
- (b) take into account, as it considers reasonable, the objectives of:
 - (i) promoting the marketing of renewable resource products Harvested by

Inuit and Inuit Businesses and goods manufactured from those products;

- (ii) providing business and economic training and education assistance to Inuit so as to enable them to participate more effectively in the economy of Newfoundland and Labrador;
- (iii) encouraging the employment of Inuit in the Labrador Inuit Settlement Area;
- (iv) assisting Inuit to develop skills, expertise and commercially viable businesses and enterprises in relation to exploration for and the production and exploitation of resources in the Labrador Inuit Settlement Area;
- (v) promoting the growth and commercial viability of Inuit Businesses and identifying possible sources of financial, technical and other business assistance or advice for Inuit Businesses;
- (vi) encouraging research and the creation and maintenance of a comprehensive data base with respect to resources capable of production or exploitation in the Labrador Inuit Settlement Area and making that information, data and research available to Inuit and Inuit Businesses; and
- (vii) supporting the traditional Inuit economy.

7.8.5 If, in the opinion of the Minister, it is reasonable to do so, the Province shall use or amend economic development policies, plans, programs and services that apply to the Labrador Inuit Settlement Area to:

- (a) increase access by Inuit to on-the-job training, apprenticeship, upgrading and other job related programs;
- (b) increase opportunities for Inuit to acquire and improve their skills and to receive training and experience for purposes of successfully establishing, operating and managing businesses; and
- (c) implement the other provisions of this part.

SUBJECT: Co-ordination of Economic Development Policies

OBLIGATION: Promote Inuit business opportunities and projects in the Labrador Inuit Settlement Area (LISA)
7.8.6

PARTIES: Nunatsiavut Government
Province - Department of Innovation, Trade and Rural Development

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request the Province to promote business opportunities for and projects undertaken by Inuit and Inuit Businesses in LISA by: a) providing access to all information available in relation to specific projects or ventures; b) making available appropriate contacts and sources of information; and c) ensuring expeditious consideration or approval of applications by Inuit and Inuit Businesses for project financing or venture capital.	Nunatsiavut Government	As desired.
2	Provide information or services as requested by Nunatsiavut Government.	Province - Department of Innovation, Trade and Rural Development	Upon receipt of request.

FINAL AGREEMENT PROVISIONS

- 7.8.6 The Province shall, upon the request of the Nunatsiavut Government, promote business opportunities for and projects undertaken by Inuit and Inuit Businesses in the Labrador Inuit Settlement Area by:
- (a) providing access to all information available in relation to specific projects or ventures;
 - (b) making available appropriate contacts and sources of information; and
 - (c) ensuring expeditious consideration or approval of applications by Inuit and Inuit Businesses for project financing or venture capital.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Inuit Business”

SUBJECT: Co-ordination of Economic Development Policies

OBLIGATION: Consult the Province on proposed economic development policies, plans, programs and services that apply to Labrador Inuit Lands (LIL)
7.8.7

PARTIES: Nunatsiavut Government
Province - Relevant Provincial Minister

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Province of proposed economic development policies, plans, programs and services that apply to LIL. Provide: a) sufficient details, and b) reasonable time frame for response.	Nunatsiavut Government	Prior to introducing economic development policies, plans, programs and services.
2	Review information as provided; prepare and submit views.	Province - Relevant Provincial Minister	Within time frame established in Activity 1 (b).
3	Give full and fair consideration to views presented by the Province.	Nunatsiavut Government	Upon receipt of views.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet could apply to several Provincial departments including, but not limited to: Human Resources and Employment; Innovation, Trade and Rural Development.

FINAL AGREEMENT PROVISIONS

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

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Consult"

Activity Sheet: 7-19

SUBJECT: Co-ordination of Economic Development Policies

OBLIGATION: Review economic development policies, plans, programs and services applicable to Labrador Inuit Settlement Area (LISA)
7.8.8

PARTIES: Nunatsiavut Government
Province - Relevant Provincial Department(s)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Arrange meeting to review the effectiveness of any economic development policies, plans, programs and services that apply to LISA.	Nunatsiavut Government Province - Relevant Provincial Department(s)	Prior to three years after the Effective Date and every three years thereafter, or more frequently as otherwise agreed.
2	Conduct meeting.	Nunatsiavut Government Province - Relevant Provincial Department(s)	As agreed in Activity 1.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet could apply to several Provincial Departments including, but not limited to: Human Resources and Employment; Innovation, Trade and Rural Development.

FINAL AGREEMENT PROVISIONS

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

BUDGET AND FUNDING RESPONSIBILITIES

Each party will assume the cost of their participation in the meeting.

Activity Sheet: 7-20

SUBJECT: Contracting and Employment of Inuit by the Province

OBLIGATION: Contracting in Labrador Inuit Lands (LIL) and the Inuit Communities
7.9.1, 7.9.2, 7.9.10

PARTIES: Nunatsiavut Government
Province - Government Purchasing Agency and relevant departments
Inuit Businesses

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Province, and forward copy to Government Purchasing Agency.	Nunatsiavut Government	As soon as practicable after the Effective Date.
2	Call for bids (with or without tenders) for work or the supply of goods or services within LIL or an Inuit Community and include reference to preference policy for Inuit Businesses.	Province - Government Purchasing Agency and relevant departments	Prior to awarding contract.
3	Apply for contract.	Inuit Businesses	According to any applicable time frame established in Activity 2.
4	Assess bids against required terms and conditions.	Province - Government Purchasing Agency and relevant departments	After receipt of bid.
5	Determine whether any bidders meeting the required terms and conditions are Inuit Businesses based on the list provided by the Nunatsiavut Government.	Province - Government Purchasing Agency and relevant departments	Prior to awarding contract.

6	Award contract to the Inuit Business meeting the competitive terms.	Province - Government Purchasing Agency and relevant departments	As soon as practicable.
7	If no Inuit Business meets the required terms and conditions, award contract according to standard practice.	Province - Government Purchasing Agency and relevant departments	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The application of contracting preference for Inuit Businesses is limited to goods and services to be supplied solely for LIL and for the Inuit Communities.

The Province will use appropriate means to notify Inuit Businesses of contracting opportunities for which they are in a position to apply.

“Competitive” used in Activity 6, is as set out in the Provincial *Public Tender Act, 2003*.

FINAL AGREEMENT PROVISIONS

- 7.9.1 If the Province contracts for work or the supply of goods or services in Labrador Inuit Lands or an Inuit Community without calling for tenders, qualified Inuit Businesses shall be considered and if an Inuit Business submits a competitive proposal that meets the required terms and conditions, it shall be awarded the contract by the Province.
- 7.9.2 If the Province calls for tenders for a contract for work or the supply of goods or services in Labrador Inuit Lands or an Inuit Community, proposals by qualified Inuit Businesses shall be considered and, if an Inuit Business submits a competitive bid and meets required terms and conditions, it shall be awarded the contract by the Province.
- 7.9.10 The Nunatsiavut Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Province. This list shall be considered by the Province, where practicable and consistent with sound procurement practices, in meeting its obligations under this part.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - “Inuit Business”

Activity Sheet: 7-21

SUBJECT: Contracting and Employment of Inuit by the Province

OBLIGATION: Contracting in Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) and the Inuit Communities
7.9.3, 7.9.4, 7.9.10

PARTIES: Province - Government Purchasing Agency and relevant departments
Inuit Businesses

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Province, and forward copy to Government Purchasing Agency.	Nunatsiavut Government	As soon as practicable after the Effective Date.
2	Call for bids (with or without tenders) for work or the supply of goods or services in LISA outside LIL and outside the Inuit Communities.	Province - Government Purchasing Agency and relevant departments	Prior to awarding contract.
3	Apply for contract.	Inuit Businesses	According to any applicable time frame established in Activity 2.
4	Assess bids against required terms and conditions.	Province - Government Purchasing Agency and relevant departments	After receipt of bid.
5	Determine whether any bidders are Inuit Businesses.	Province - Government Purchasing Agency and relevant departments	Prior to awarding contract.
6	In awarding contract give fair consideration to Inuit Business meeting the required terms and conditions and submitting a competitive bid.	Province - Government Purchasing Agency and relevant departments	As soon as practicable.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Province will use appropriate means to notify Inuit Businesses of contracting opportunities for which they are in a position to apply.

FINAL AGREEMENT PROVISIONS

- 7.9.3 If the Province contracts for work or the supply of goods or services in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities without calling for tenders, qualified Inuit Businesses shall, subject to meeting required terms and conditions, be given fair consideration.
- 7.9.4 If the Province calls for tenders for contracts for work or the supply of goods or services in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, proposals by qualified Inuit Businesses shall, subject to submitting competitive bids and meeting required terms and conditions, be given fair consideration.
- 7.9.10 The Nunatsiavut Government shall prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply in relation to contracts offered by the Province. This list shall be considered by the Province, where practicable and consistent with sound procurement practices, in meeting its obligations under this part.
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CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Inuit Business"

SUBJECT: Contracting and Employment of Inuit by the Province

OBLIGATION: Employment in Labrador Inuit Lands (LIL) and the Inuit Communities
7.9.5

PARTIES: Province - Public Service Commission and relevant Provincial Departments

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Advertise, through internal or public competition, opportunities for employment in the Provincial Public Service in LIL or an Inuit Community including information that preference for Inuit applies.	Province - Public Service Commission and relevant Provincial Departments	Upon decision to staff a position.
2	Award Provincial Public Service employment opportunity to most qualified Inuit on a representative basis that reflects the ratio of Inuit ordinarily resident in LIL and the Inuit Communities to the total number of residents in those areas.	Province - Public Service Commission and relevant Provincial Departments	Following competitive employment process.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The ratio will be determined by reference to the last census of Canada on a global basis for the combined population of the five Inuit Communities. The Nunatsiavut Government shall supply the Province with a current list of Beneficiaries.

This Activity Sheet does not apply to a position set out in subsections 4(a) through (k) of the *Public Service Commission Act*, RSNL 1990 c. P-43.

FINAL AGREEMENT PROVISIONS

7.9.5 If an employment opportunity exists in Labrador Inuit Lands or an Inuit Community with respect to a position in the Provincial Public Service, other than a position set out in subsections 4(a) through (k) of the *Public Service Commission Act*, RSNL 1990 c. P-43, whether or not that employment opportunity is subject to an internal or public competition, qualified Inuit who apply shall be awarded the position on a

representative basis that reflects the ratio of Inuit ordinarily resident in Labrador Inuit Lands and the Inuit Communities to the total number of individuals ordinarily resident in Labrador Inuit Lands and the Inuit Communities. In the event that no qualified Inuk applies, the position may be awarded to a qualified Non-Beneficiary.

CROSS-REFERENCED AND RELATED PROVISIONS

Public Service Commission Act, RSNL 1990

SUBJECT: Contracting and Employment of Inuit by the Province

OBLIGATION: Employment in the Labrador Inuit Settlement Area (LISA) outside Labrador Inuit Lands (LIL) and outside the Inuit Communities
7.9.6

PARTIES: Province - Public Service Commission and relevant Provincial Departments

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Give fair consideration to qualified Inuit when awarding Provincial Public Service employment opportunities in the LISA outside LIL and outside the Inuit Communities.	Province - Public Service Commission and relevant Provincial Departments	Upon availability of position and before hiring.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Nunatsiavut Government shall supply the Province with a current list of Beneficiaries.

FINAL AGREEMENT PROVISIONS

7.9.6 Where Provincial Public Service employment is available in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, qualified Inuit shall be given fair consideration for those employment opportunities.

Activity Sheet: 7-24

SUBJECT: Contracting and Employment of Inuit by the Province

OBLIGATION: Formal recommendation process for increasing Inuit Business and employment opportunities
7.9.7 & 7.9.8

PARTIES: Nunatsiavut Government
Relevant Provincial Minister

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make formal recommendations to the Province regarding increasing Inuit Business and employment opportunities with respect to section 7.9.7 of the Agreement.	Nunatsiavut Government	Once every 3 years, or at other intervals agreed to by the Nunatsiavut Government and the Province.
2	Make decision to accept, vary or reject Nunatsiavut Government recommendations and notify them of the decision.	Relevant Provincial Minister	Within 14 clear days of the date of making a decision.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

This Activity Sheet could apply to several Provincial departments including, but not limited to: Human Resources and Employment; Public Service Commission; Innovation, Trade and Rural Development.

Nothing prevents the Nunatsiavut Government from making informal recommendations to the Minister for enhancing or increasing Inuit Business and employment opportunities (7.9.9).

FINAL AGREEMENT PROVISIONS

- 7.9.7 Once every three years, or at other intervals agreed to by the Nunatsiavut Government and the Province, the Nunatsiavut Government may make formal recommendations to the Province with respect to:
- (a) strategies to qualify Inuit and Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area;
 - (b) developing or implementing strategies to increase Inuit employability and employment in the private sector in the Labrador Inuit Settlement Area and in accordance with sections 7.9.5 and 7.9.6 in the Provincial Public Service;

- (c) strategies to increase the promotion and retention of Inuit within the Provincial Public Service in the Labrador Inuit Settlement Area; and
- (d) other initiatives for purposes of implementing sections 7.9.1 through 7.9.6.

7.9.8 A Minister who receives a recommendation under section 7.9.7 shall make a decision to accept, vary or reject the recommendation and shall notify the Nunatsiavut Government of the decision within 14 clear days from the date the decision.

CROSS-REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Inuit Business"

SUBJECT: Contracting and Employment of Inuit by the Government of Canada

OBLIGATION: Contracting in Labrador Inuit Settlement Area (LISA)
7.10.1 - 7.10.4

PARTIES: Canada - Relevant Department
Nunatsiavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare and maintain a comprehensive list of Inuit Businesses, together with information on goods and services that they would be in a position to supply and provide a copy to Canada.	Nunatsiavut Government	As soon as practicable after the Effective Date and ongoing thereafter.
2	Call for bids on contracts for the procurement of goods or services in LISA and provide all reasonable opportunities to the Inuit Businesses, enumerated on the list prepared by the Nunatsiavut Government, to submit competitive bids that take into consideration the measures set out in section 7.10.2 of the Agreement.	Canada - Relevant Departments	Prior to awarding contract.
3	Bid for contract.	Inuit Businesses	According to any applicable time frame established in Activity 2.
4	Assess bids against bid criteria's required terms and conditions.	Canada - Relevant Departments	After receipt of bid.
5	Give fair consideration to Inuit Business meeting the required technical and administrative conditions, including the criteria set out in section 7.10.4 of the Agreement.	Canada - Relevant Departments	In awarding contract.

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FINAL AGREEMENT PROVISIONS

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

- 7.10.2 In inviting bids on Government of Canada contracts for the procurement of goods or services in the Labrador Inuit Settlement Area, the Government of Canada shall provide notice to the Nunatsiavut Government and shall provide all reasonable opportunities to the Inuit Businesses enumerated on the list referred to in section 7.10.1 to submit competitive bids and in doing so shall take, where practicable and consistent with sound procurement practices, the following measures:
 - (d) set the date, location, and terms and conditions for bidding so that Inuit Businesses may readily bid;
 - (e) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
 - (f) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
 - (g) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and
 - (h) avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.

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

- 7.10.4 Whenever practicable and consistent with sound procurement practices, and subject to Canada's international obligations, the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of Government of Canada contracts for the procurement of goods and services in the Labrador Inuit Settlement Area:
 - (a) the existence of the head office, administrative offices or other facilities in the Labrador Inuit Settlement Area;
 - (b) the employment of Inuit labour, engagement of Inuit professional services or use of suppliers that are Inuit Businesses in carrying out the contracts; and
 - (c) the undertaking of commitments, under the contract, with respect to on-the-job

training or skills development for Inuit.

CROSS REFERENCED AND RELATED PROVISIONS

General Definitions and Interpretation - 1.1.1 - "Inuit Business"

SUBJECT: Contracting and employment of Inuit by the Government of Canada

OBLIGATION: Employment of Inuit for Federal Public Service positions in the Labrador Inuit Settlement Area (LISA)
7.10.6

PARTIES: Canada - Relevant federal departments
- Public Service Commission of Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Remove employment barriers for Inuit by reviewing job qualifications and recruitment procedures for Federal Public Service positions in the LISA and remove inappropriate requirements in respect of: a) cultural factors; b) experience; or c) education.	Canada - Relevant federal departments and /or Public Service Commission of Canada	Ongoing upon Effective Date.
2	Award Federal Public Service positions.	Canada - Relevant federal departments and /or Public Service Commission of Canada	As needed.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

The Government of Canada is committed to achieving a representative Federal Public Service in the LISA which reflects the ratio of Inuit ordinarily resident in LISA to the total number of individuals ordinarily resident in LISA (7.10.5).

FINAL AGREEMENT PROVISIONS

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

CROSS REFERENCED AND RELATED PROVISIONS

7.1.1 - "Federal Public Service"

SUBJECT: Contracting and employment of Inuit by the Government of Canada

OBLIGATION: Formal recommendation process for increasing Inuit Business and employment opportunities in the Labrador Inuit Settlement Area (LISA)
7.10.7 & 7.10.8

PARTIES: Nunatsiavut Government
Canada - Relevant federal department

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make formal recommendations to a federal Minister regarding increasing Inuit business and employment opportunities with respect to section 7.10.7 of the Agreement.	Nunatsiavut Government	Once every 3 years, or at other intervals agreed to by the Nunatsiavut Government and Canada.
2	Make a decision to accept, vary or reject Nunatsiavut Government recommendations.	Canada - Relevant Federal Minister	As soon as practicable.
3	Notify the Nunatsiavut Government of the decision.	Canada - Relevant Federal Minister	Within 14 clear days of the date of making the decision.

PLANNING ASSUMPTIONS, GUIDELINES AND EXPLANATIONS

Nothing prevents the Nunatsiavut Government from making informal recommendations to the Minister at any time for enhancing or increasing Inuit business and employment opportunities (7.10.9).

FINAL AGREEMENT PROVISIONS

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

- (a) developing and implementing programs and strategies related to:
 - (i) human resource development, including training;
 - (ii) business, commercial and industrial activities; and

- (iii) strengthening and maintaining the traditional economy of Inuit;
 - (b) identifying or implementing strategies to increase the employability and employment of Inuit in the private sector and in the Federal Public Service under sections 7.10.5 and 7.10.6;
 - (c) developing strategies to increase the promotion and retention of Inuit within the Federal Public Service; and
 - (d) participation by the Nunatsiavut Government in mechanisms established by the Government of Canada to promote or support economic growth and improvement, including:
 - (i) identifying or implementing strategies to qualify Inuit Businesses to take advantage of business opportunities in both the public and private sectors in the Labrador Inuit Settlement Area; and
 - (ii) determining other initiatives for purposes of implementing this part.
- 7.10.8 A Minister who receives a recommendation under section 7.10.7 shall make a decision to accept, vary, or reject the recommendation and shall notify the Nunatsiavut Government of the decision within 14 days of making the decision.